



City of Newton
Agenda
Regular Commission Meeting
Tuesday, June 9, 2026 @ 7:00 PM
Commission Chambers

PLEDGE OF ALLEGIANCE

	Page
A. REGULAR AGENDA	
1. Consider the minutes of the May 26, 2026 meeting. Min 5-26-2026	3 - 6
2. Receive the recommendation of from Main Street for a common consumption area. Common Consumption Information Sheet CCA Enter sign CCA Exit sign	7 - 12
3. Consider a request for the facade improvement program funding. Funding Downtown Facade Improvement Program - Pdf	13 - 17
4. Consider a temporary alcohol permit for the Wine Walk on June 18, 2026. Wine Walk Alcohol Permit Application 2026 Wine Walk Map	18 - 19
5. Consider the Chamber of Commerce funding agreement. Chamber of Commerce Agreement	20 - 37
6. Planning Commission - Special Use Permit	
A. Receive the recommendation of the Planning Commission regarding a Special Use Permit (SUP) for property located at 320 S. Pine. Special Use Permit (320 S Pine) - Pdf	38 - 61
B. Consider approval of a Special Use Permit (SUP) for 320 S. Pine.	
7. Executive Session - Attorney-client privilege	
8. Mayor's Appointment - Newton Housing Authority	
9. Citizen's Forum	
10. Executive Session - Data concerning Industrial Prospect	
11. Executive Session - Attorney-client privilege	
12. Adjournment	

UPCOMING MEETINGS

June 17 8:00 a.m. Budget Work Session

June 18 7:30 a.m. Agenda Review
June 18 8:00 a.m. Budget Work Session
June 23 7:00 p.m. Commission Meeting

**City Commission Meeting Minutes
May 26, 2026**

The Newton City Commission convened in regular session at 7:00 p.m. on May 26, 2026 at City Hall, 201 E 6th Street. Attending were Mayor Stinnett, Vice Mayor Watson, Commissioners Koehn, Miller and Valentine, City Manager Rivas, Public Works Director Bonham, Communications Director McDaniel, Director of Human Resources Kershner, Aviation Director Palmer, Chief Dunlavy, and City Clerk Duerksen. City Attorney Towle and Assistant City Manager of Economic Development Likiardopoulos were absent.

CONSENT AGENDA

1. **Consider the minutes of the May 12, 2026 meeting the May 21, 2026 agenda review.**
2. **Consider a request for snow fencing at Athletic Park around the band shell area for the Fine Arts Booster Club concert in the park on May 30, 2026.**

MOTION: Commissioner Koehn moved and Commissioner Valentine seconded to approve the consent agenda. Motion carried unanimously

REGULAR AGENDA

3. **Receive a budget request from Heart to Heart Child Advocacy Center.**

Veronica Mosqueda-Bargdill, Heart to Heart CAC Director, presented the budget request of \$8,000 for 2027. Heart to Heart provides trauma-informed services to children and their non-offending family members affected by child abuse. Funding would be used to support advocacy, forensic interviews, multidisciplinary team collaboration and education/outreach. In 2025, they received 168 referrals, of which, 28 were from the Newton Police Department. They did presentations at six schools to 1,750 children in USD 373. It was noted they receive \$3,000 from Harvey County.

4. **Consider a proclamation for June as Pride Month in Newton.**

Mollie Mills-Weis presented the proclamation declaring June as Pride Month in Newton. She spoke about community and growth over the last year following the first Pride event in Newton. She said people want connection, community and to feel like Newton is a hometown they can belong to build a life.

MOTION: Commissioner Miller moved and Vice Mayor Watson seconded to approve the proclamation. Motion carried 4-1 with Mayor Stinnett, Vice Mayor Watson, Commissioners Miller and Koehn voting yea and Commissioner Valentine voting nay.

Matt (last name unknown) spoke against the proclamation. He referenced the children's book *If You Give A Mouse A Cookie*, sharing his perspective that accepting gay people is a slippery slope which leads to their increased demands over time.

Lucy Buller responded to the previous speaker, stating comparing the LGBTQ community to rodents was egregious. She affirmed his right to believe what he believed, noting his religion is not the only religion in the country.

Rev. Mike Lloyd, St. Matthews Episcopal Church, spoke in support of the proclamation. He stated St. Matthews supports and values every human being and surround all people seeking to stand with love.

5. Barkman Honey

A. Consider an Ordinance authorizing the use of an economic development grant for Barkman Honey.

Barkman Honey plans to expand its processing and manufacturing facility in Newton and is requesting financial assistance from the City. The project includes a \$4 million capital investment with 12 new employees over the next five years. Under Kansas home rule authority, cities may use dedicated tax dollars to support economic development. Because they lease their property, the traditional economic development incentives of Industrial Revenue Bonds and Tax Exemptions are not available. Barkman Honey is based in Hillsboro and is the largest honey packer in the United States and has locations in Ohio, New York, and Florida.

Brent Barkman, owner, said the new facility would be for research and development to do small runs that don't fit in the big factory. He noted they warehouse much of their raw product in Newton.

A Home Rule Ordinance of the City of Newton, Kansas, authorizing an economic development grant to be used in connection with a certain manufacturing and processing facility located in the City was considered.

MOTION: Commissioner Koehn moved and Vice Mayor Watson seconded to approve Ordinance 5201-26 as presented. Motion carried unanimously.

B. Consider a rebate agreement with Barkman Honey.

The grant agreement structures the rebates at 75% for year 1, 50% for year 2, and 25% for year 3, with a maximum amount of \$15,500, subject to their continued operation and adherence to the agreement.

MOTION: Vice Mayor Watson moved and Commissioner Valentine seconded to approve the rebate agreement with Barkman Honey. Motion carried unanimously.

6. Planning Commission

City Commission Meeting Minutes
May 26, 2026

A. Receive the recommendation of the Planning Commission for rezoning of property located at 320 S. Pine from a P-O (Professional Office District) to a R-1 (Single Family Dwelling District).

At their May 4th meeting, the Planning Commission received a request to rezone the property located at 320 S. Pine from a P-O (Professional Office District) to a R-1 (Single Family Dwelling District) and unanimously approved the zoning change.

MOTION: Commissioner Valentine moved and Commissioner Koehn seconded to accept the recommendation of the Planning Commission for the rezoning of property at 320 S. Pine. Motion carried unanimously.

B. Consider an Ordinance amending the zoning.

An Ordinance amending the official zoning map of the Zoning Ordinances of the City of Newton, Kansas was considered.

MOTION: Commissioner Miller moved and Commissioner Valentine seconded to approve Ordinance 5202-26 as presented. Motion carried unanimously.

7. Consider a no protest and access agreements with Prairie View.

Prairie View has been working through the platting process to facilitate further expansion to the east. The Planning Commission approved the plat contingent upon the no protest and no access agreements being signed. The agreement allows Prairie View to access utility service for the east-side expansion through its existing campus on the west, and waives their right to protest the cost for possible future infrastructure extensions if they further develop the east side or if another development south of Prairie View requires improvements.

MOTION: Commissioner Koehn moved and Vice Mayor Watson seconded to approve the no protest and access agreement. Motion carried unanimously.

8. Receive and award bids for the remodel of the NRC racquetball courts to a multipurpose room.

Bids for the remodel of the NRC racquetball courts were received on May 12th and on May 15th, the NRC Board approved the project to the low bidder. Since the building is owned by the City, approval for this project must be provided. The NRC is fully funding the project.

BIDDER	BID AMOUNT
Icon Structures, Inc.	\$ 227,000.00
Key Construction	\$ 270,000.00
Vogts Construction	\$ 220,000.00
Engineer's Estimate	\$ 350,000.00

MOTION: Vice Mayor Watson moved and Commissioner Koehn seconded to award the contract to Vogts Construction in the amount of \$220,000.00. Motion carried unanimously.

9. Discuss the utility assistance program.

In 2010, the City entered into an agreement with the Salvation Army to administer the utility assistance program for residents needing help with water and sewer bills. In 2020, the City brought the program back in-house approving a utility assistance program for seniors. Since then, 17 applications have been received with six of those not approved as they did not meet the income qualifications. As part of the budget each year, \$15,000 is set aside for this program. Discussion was held regarding expansion of available assistance to include more than just seniors. Staff will bring back ideas at a later date for further discussion.

10. Review the Airport CIP.

In April 2021, the City and County Commissions formally approved funding the Airport CIP. All improvements completed were funded through a 50/50 cost-sharing agreement. The draft 2026-2030 CIP includes estimates only for projects. The total estimated cost for City/County funded Airport projects from 2026-2030 is approximately \$686,600. In addition, the estimated cost for three grant-funded projects over the next five years is approximately \$502,700 (City/County match). Combined, the total estimated investment in Airport projects over the next five years is approximately \$1,189,300.

11. Citizen's Forum

There was no one to speak. In other business, construction on the East 1st Street railroad crossing will start on May 27th, and weather permitting, will be done by June 22nd. Staff have been persistent in working with the railroad to get this project moving forward.

12. Adjournment

There being no further business, the Mayor declared the meeting adjourned at 8:27 p.m.

Mayor

ATTEST:

City Clerk

Newton Downtown Common Consumption

Quick Facts:

Launch Date: ????

Location: Newton's Downtown C3 District

Hours of Operation: 9am - 11pm daily

What is the Common Consumption Area (CCA)?

The Common Consumption Area (CCA) is a designated district in Downtown Newton where patrons age 21 and older may carry and consume alcoholic beverages ***purchased from licensed businesses in approved cups*** within participating businesses and public areas. The CCA enhances the downtown experience by creating a lively, walkable environment while supporting local businesses.

Can I bring my own alcohol into the Common Consumption Area (CCA)?

No, you may only consume drinks that were purchased at a licensed business that participates in the CCA.

How do I know if a drink is allowed?

All CCA approved drinks must be served in an approved plastic cup with the logo or name of the business that sold it. This helps law enforcement and businesses identify compliant beverages.

Can customers take a drink from one business to another?

Yes, if the second establishment allows it. Each businesses decides wheter to permit drinks from outside sources. Window decals on or near their entrance will indicate their policy. This includes all businesses open to the public.

How is the CCA marked?

Signs and sidewalk markings identify the CCA boundaries. Drinks must remain within these limits. (See the map located)



Newton Downtown Common Consumption

What are the steps to take to be included in the CCA?

As a business owners, here are the steps you need to take to be included in the CCA:

- Complete form ABC-838 Request to Participate in Common Consumption Area
- Get your cup logo approved
- Purchase branded disposable cups featuring your logo
- Make sure the door sticker is prominently displayed at entry points to your establishment

Do I have to always participate in the CCA just because I signed up?

No. Once you're officially approved to participate in the CCA it means that you CAN, not that you MUST. If there are days when you don't want to pass out to-go cups, that is well within your discretion.

Do I have to allow patrons to bring in drinks from other establishments?

No, you have the discretion to decide on that. Choose Newton Main Street has decals that should be placed on your door.

What happens during special events?

Special events inside the CCA may participate if approved by both the City and the Kansas ABC. Special event hosts must apply through ABC (form ABC-838) and receive approval from the City of Newton. The CCA regulates consumption and possession, not the sale of alcoholic liquor and/or cereal malt beverages.

DO's for Business Owners

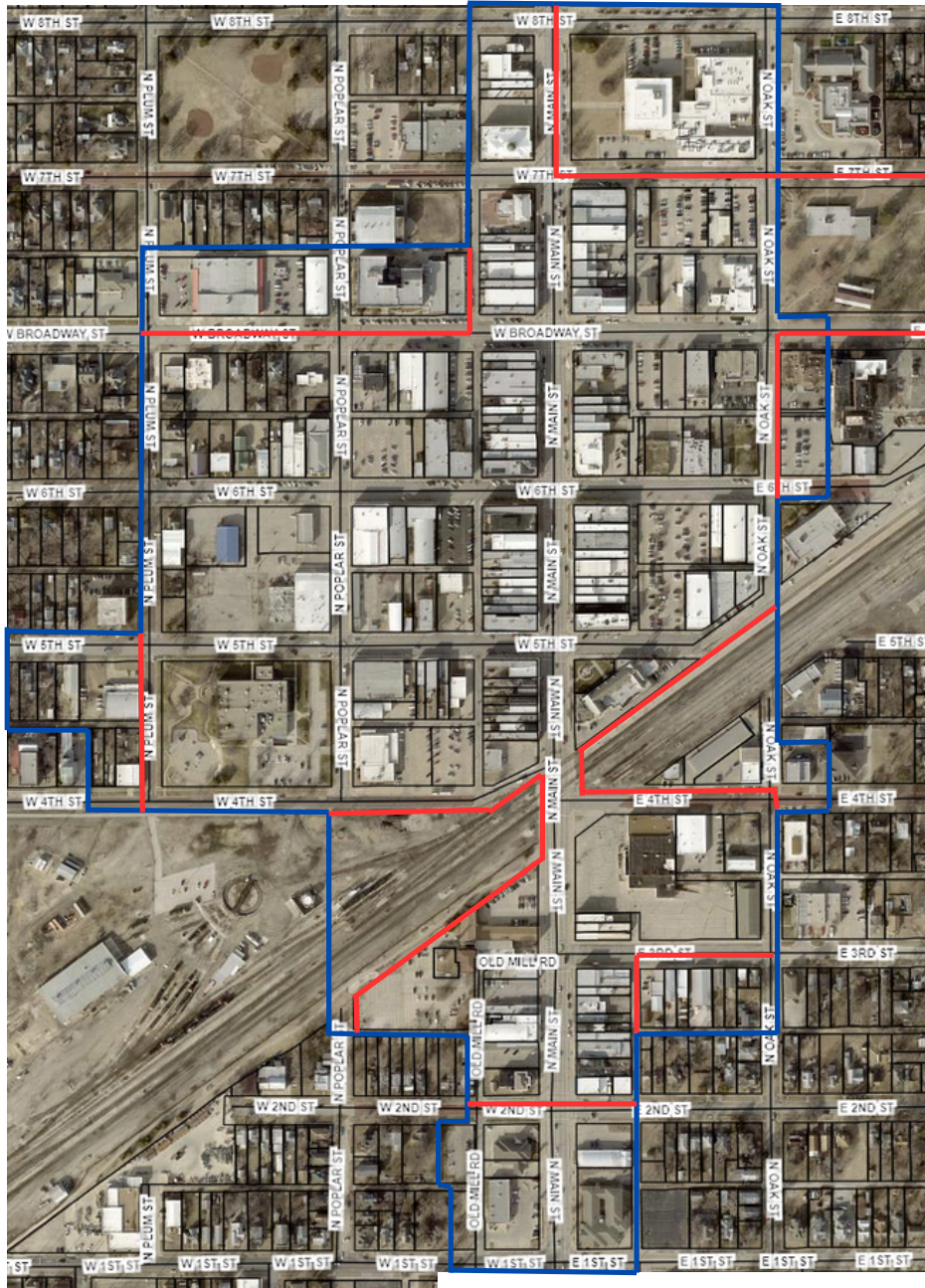
- All business owners should display clear signage if you allow or prohibit outside drinks (this is provided by Choose Newton Main Street free of charge)
- Serve beverages only in approved plastic cups with your logo
- Licensed businesses must apply through both the Kansas ABC and City of Newton
- Educate staff about boundaries, hours, and proper container use
- Contact the City if hosting or participating in a special event within the CCA

DON'Ts for Business Owners

- Don't serve drinks intended for CCA use in glass or unbranded containers
- Don't assume permission to participate without proper approvals (licensed businesses only)
- Don't allow or encourage alcohol beyond the CCA boundaries
- Don't allow underage consumption or inappropriate conduct-violators may be removed



Newton Downtown Common Consumption Map



Holder Name	Participant Permit #	License Number	Approved Cup
Prairy			
The Barrel Room			
Cadillac Jack's Steakhouse			
Acapulco			
Plum Street			
Eagles			

ENTERING COMMON CONSUMPTION AREA

9 AM - 11 PM



EXITING COMMON CONSUMPTION AREA

9 AM - 11 PM





TO: City Commission
FROM: Rebecca Likiardopoulos
DATE: June 9, 2026
SUBJECT: Downtown Facade Improvement Program

PURPOSE:

In 2024, the Newton Main Street Board introduced a program for facade improvement grants that mirrored that of Junction City. The initial year funding was for \$30,000 with each grant not to exceed \$3,000 and each requiring a 50% match. It was renewed in 2025 with an expanded ask for \$36,000

Newton Main Street awarded 11 grants in 2024 and all 11 were completed. In 2025, 12 grants were awarded, 6 are completed and reimbursed, 3 are completed and waiting on reimbursement to be submitted, 3 are finishing up the improvements.

In 2024 the \$30,000 invested by the City generated almost \$100,000 reinvestment in downtown. In 2025, the \$36,000 investment by the City has generated almost \$132,000 investment in downtown on just the 6 completed and reimbursed projects with the remaining projects will increase this return on investment.

In May, the Newton Main Street Board met and are requesting the program be funded again this year at \$36,000 to allow for at least 12 applications. Each year there are more applications than can be funded.

The City of Newton Main Street Grant Program is designed to assist business and property owners with improvements to their existing commercial buildings located in the downtown district. This Program assists with façade and exterior improvements that impacts perception and contribute to the overall experience for residents and tourists to the downtown area.

The program will provide a rebate of up to 50% on eligible project costs up to a maximum grant of \$3,000 for each property. Eligible projects include but are not limited to: Concrete work; Design and Permit Fees associated with façade improvements; Door Replacement; Exterior Improvements (i.e. lighting, painting, etc.); Removal/Replacement of incompatible exterior

finishes or materials; Signs (repairs, replacement, removal, must be approved); Window Replacement or repair to enhance appearance; Awning repair, replacement, installation.

To receive a grant, property owners or business operators must be current on property taxes and have no outstanding code or other violations. No grants will be awarded to projects that begin or are completed prior to application and projects awarded must be completed no later than one year after awarded. A grant will only be awarded to projects that are of high quality and meet Kansas Main Street Design Guidelines, any applicable Historic guidelines, City and Zoning Codes, etc. that are available online.

FINANCIAL IMPLICATIONS:

The \$36,000 would be allocated from non ad valorem dollars via community development monies marked for redevelopment.

RECOMMENDATION:

Approve the Resolution which formally adopts the funding.

RESOLUTION NO. G-_____

A RESOLUTION APPROVING ADDITIONAL FUNDING TO THE FAÇADE IMPROVEMENT PROGRAM FOR THE CITY OF NEWTON, KANSAS.

WHEREAS, the City Commission intends to provide eligible applicants a grant opportunity to lessen the financial burden of improvement or beautification efforts on their property within the City of Newton; and

WHEREAS, the City Commission adopted Resolution No. G-1337 on April 9, 2024, and Resolution No. G-1352 on January 28, 2025 establishing and funding the Façade Improvement Program (the “Program”) to address said community improvement and beautification efforts; and

WHEREAS, the City has identified the need to provide additional funds to Program for the coming year to aid property owners in repairing and improving their buildings pursuant to the City’s Commission Strategic Plan, ReNewton, and Downtown Master Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS, the following

1. \$36,000.00 shall be allocated to the Program to be used according to the rules and regulations of the City of Newton and set forth in Resolution No. G-1337.
2. That no additional funding shall be allocated to the Program without authorization of the City Commission.
3. This Resolution shall take effect and be in full force from and after its adoption by the City Commission of the City.

PASSED AND ADOPTED this 9th day of June 2026.

Rich Stinnett, Mayor

ATTEST:

Denise R. Duerksen, City Clerk



City of Newton Main Street Grant Program for Building Façade Improvements Guidelines

The City of Newton Main Street Grant Program is designed to assist business and property owners with improvements to their existing commercial buildings located in the downtown district. This Program will assist with façade and exterior improvements that will impact perception and contribute to the overall experience for residents and tourists to the downtown area.

The program will provide a rebate of up to 50% on eligible project costs up to a maximum grant of \$3,000.00 for each property. Eligible projects include and are not limited to:

- Concrete work
- Design and Permit Fees associated with façade improvements
- Door Replacement
- Exterior Improvements (ie lighting, painting, etc)
- Removal/Replacement of incompatible exterior finishes or materials
- Signs (repairs, replacement, removal, must be approved)
- Window Replacement or repair to enhance appearance
- Awning repair, replacement, installation

To receive a grant, property owners or business operators must be current on property taxes. No grants will be awarded to projects that begin or are completed prior to application and projects awarded must be completed no later than one year after awarded. A grant will only be awarded to projects that are of high quality and meet Kansas Main Street Design Guidelines, any applicable Historic guidelines, City and Zoning Codes, etc. that are available online.

Process Steps:

1. Application and required attachments must be submitted to the CVB/Main Street Office.
2. Main Street Board will assess the application for appropriateness, zoning, permitting, Historic structure, current tax payment status, and eligibility for the program.
3. Once deemed eligible, work must be completed, and receipts provided to the CVB/Main Street Office showing total cost of the completed project within twelve (12) months of the application date.
4. Reimbursement payment will be awarded as outlined in the Program Benefits section of Resolution G-_____.
5. Applications will be accepted until funds are exhausted.

Those interested in applying for a grant may request an application from the CVB/Main Street office at 201 E 6th St. Newton, KS, or request through email at jlehman@newtonkansas.com

Applications received will be reviewed at the bi-monthly meeting of the Main Street Board whose members are experienced in construction, building rehabilitation, public improvements and design.

City of Newton Main Street Grant Program for Building Façade Improvements Application

Date: _____

Address of Property _____

Parcel # _____

Building Owner _____

Building Owner Mailing Address _____

Historic Building/District? No Yes (Historic Review Needed)

Contact Person _____

Cell _____

Email _____

Date of Building Construction (if known) _____

Are all taxes current? No Yes

Please briefly describe the scope of the project intended to be funded with grant funds with an estimated budget.

Please provide up to 5 photos of the existing conditions that clearly identify areas to be addressed in the project. Please provide other information pertinent to this project such as a design of the improvements and plan for implementation/construction.

Permits to be pulled _____

Signature: _____ (Building Owner)

Signature: _____ (Building Tenant)

At the conclusion of the project, a copy of the invoice, paid in full, and on-site review and acceptance by the Newton CVB/Main Street office will be required for reimbursement.



APPLICATION FOR TEMPORARY ALCOHOLIC LIQUOR PERMIT
CITY OF NEWTON, KANSAS

Date: _____

PERMIT FEE \$25.00 Per day

Applicants Name: _____

Applicant Phone: _____ Email Address _____

Contact Name (if different then applicant): _____ Phone: _____

Event Group (for which the event is planned): _____

Event Address: _____

Street

City

Zip

Event Dates: _____ to _____

Alcohol Sale Dates & Times:

_____ Date _____ Times _____ to _____

_____ Date _____ Times _____ to _____

_____ Date _____ Times _____ to _____

_____ Date _____ Times _____ to _____

THE FOLLOWING INFORMATION SHALL BE PROVIDED:

[] A complete ABC-892 form

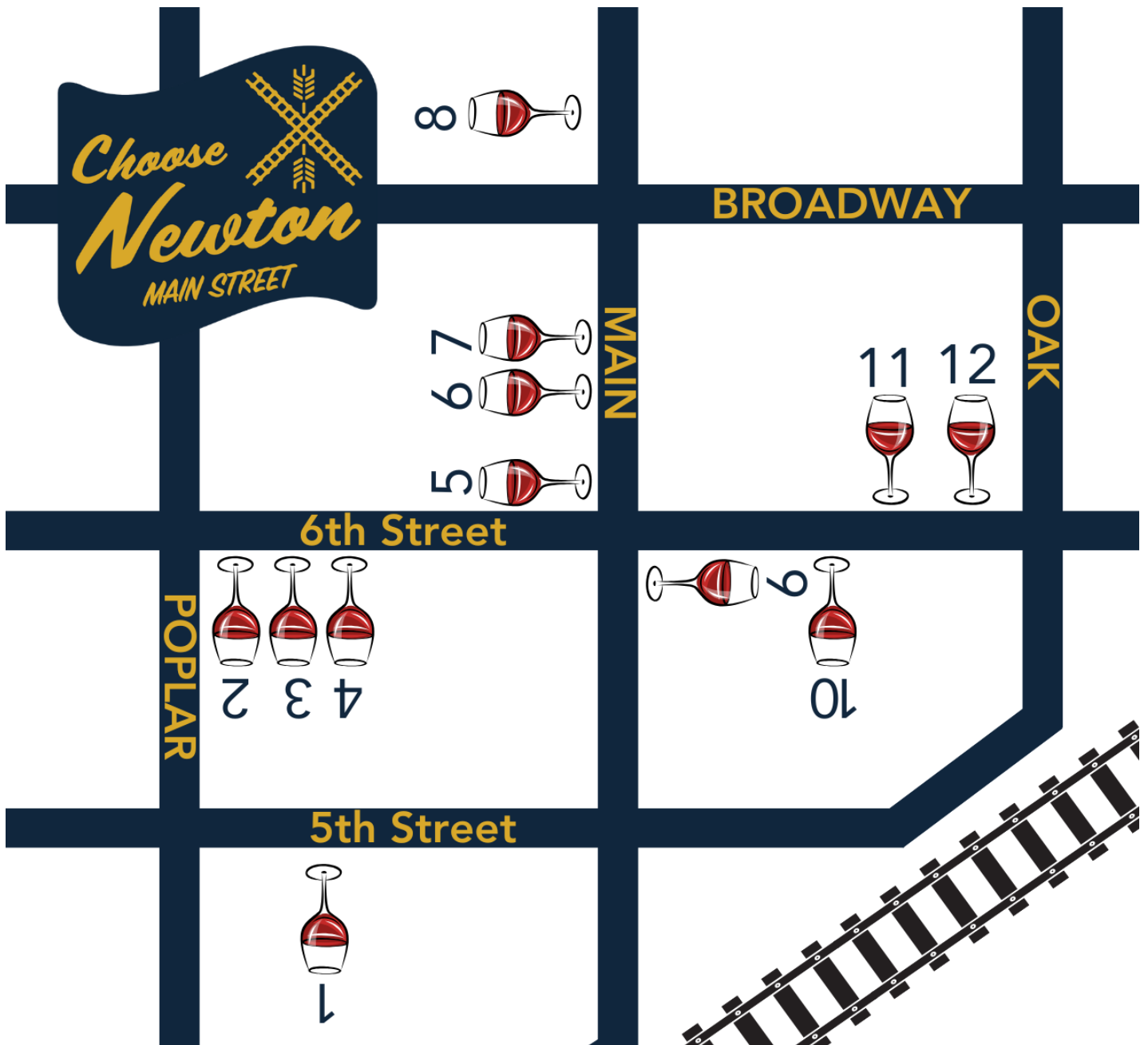
[] A drawing of the floor plan and any outside area included in the proposed event area where alcoholic liquor will be sold, served or consumed.

Jeff Sollo Applicant Signature

_____ Date

All applications must be submitted to the City Clerk's Office, 201 East 6th Street, Newton, Kansas. Submission of an application does not guarantee approval. A license will be issued only upon approval by the City Commission.

Official Use Only:
Approved this _____ day of _____, 20____
(Rev. 4/2026)



2026 Wine Walk Stops

- | | |
|--------------------------|--------------------------|
| 1. Twisted Bookstore | 7. Gallery Mostaza |
| 2. Signature Hair Salon | 8. Del Puente |
| 3. Living Rooms by Gayle | 9. Hair Cutting Company |
| 4. Back Alley Pizza | 10. Debbie's Succulents |
| 5. Prairy | 11. Newton Senior Center |
| 6. Norm's Coffee Bar | 12. Carriage Factory Art |



TO: Newton City Commission
FROM: Daniela Rivas
DATE: June 9, 2026
SUBJECT: Chamber of Commerce Agreement

PURPOSE:

Since 2015, the City Commission has provided funding support to the Newton Area Chamber of Commerce as it recognizes the importance of a strong, active Chamber of Commerce. Since 2021, that support has been allocated through a formal agreement for specific services, including support and promotion of the downtown business district. As the Commission has placed greater emphasis on city-wide business retention and expansion and ensuring alignment with the City's economic development goals, staff recommends updating the Chamber agreement. The proposed agreement updates were developed collaboratively with Chamber staff and President and are now presented to the City Commission for consideration and approval.

The proposed changes include:

1. Expands the Chamber's role in promoting Newton and increasing visitation to the community as a whole rather than being limited to downtown.
2. Increases the annual reporting requirements to include: downtown impact, community-wide impact, and event participation data (attendees, vendors, volunteers)
3. Clarifies expectations for coordination and support of annual events listed in Addendum A
4. Requires joint City Commission and Chamber approval for any additions, deletions, or major changes to the approved event list
5. Increase of funding from \$30,000 to \$35,000. The additional \$5,000 would be to reimburse the Chamber for first-year membership dues for qualifying new Chamber members

FINANCIAL IMPLICATIONS:

Since 2021, the City and Chamber have agreed to a budgeted funding allocation of \$30,000. This updated agreement would be for \$30,000, as well as up to \$5,000 to support first-time memberships (1 year) for new businesses. The total financial implication would be \$35,000

effective this year. This would be paid from the Economic Development Fund (275), which is funded by Sales Tax Dollars.

RECOMMENDATION:

Approve the agreement

FUNDING AGREEMENT

BETWEEN

CITY OF NEWTON, KANSAS

AND

THE NEWTON AREA CHAMBER OF COMMERCE, INC.

(DRAFT)

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "**Agreement**") is made and entered into by and between the **CITY OF NEWTON, KANSAS** a municipal corporation organized under the laws of the State of Kansas (the "**City**"), and **THE NEWTON AREA CHAMBER OF COMMERCE, INC. (the "Chamber")** a not-for-profit Kansas corporation. The City and the Chamber are collectively referred to herein as the "**Parties**" and each a "**Party**".

WHEREAS, The City and the Chamber desire to enter into this Funding Agreement to facilitate the Chamber taking action to promote certain events and programs within the City of Newton; and

WHEREAS, the City has determined it advisable to support Newton retail and commercial businesses; and

WHEREAS, the Chamber is an invaluable resource for the promotion of retail and commercial businesses in the City of Newton; and

WHEREAS, the Chamber has provided for the staffing and support of certain programs with the Parties having previously entered into an agreement by which the City has provided funding for such programs and services; and

WHEREAS, the Parties find that this Agreement provides adequate consideration in the exchange of the Chamber's services for the funding commitment included herein; and

WHEREAS, the City finds that there is sufficient assurance through the terms of this Agreement that the public purposes stated herein will be accomplished; and

WHEREAS, the ~~City Parties had previously approved a funding request by the Chamber for 2021; and agreement in 2021 and which is currently in effect.~~

WHEREAS, the Parties wish to amend and restate the terms of their prior agreements by which the City will provide funding to support such efforts, and by which the Chamber will continue to provide associated staffing and services to accomplish the objectives of those initiatives.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

SECTION 1. Duties of the Chamber. The Chamber will facilitate, staff, and support businesses within the City of Newton toward the accomplishments of the following objectives:

- a. Increase promotion of and enhance visitation to the Newton community ~~through the promotion of the Central Business District;~~

- b. Develop and recommend programs and projects ~~within the Central Business District~~ which will enhance the ability of the community to attract visitors and enhance local sales tax revenue;
- c. Provide an annual report to the City Commission on the previous calendar year's activities and accomplishments; including Downtown impact, community wide impact and attendees, vendors and volunteer numbers for each event.
- d. ~~Conduct~~ Coordinate and support each of the annual activities listed on the attached Addendum A. Any additions, deletions, or material changes to the activities identified in Addendum A shall require prior approval by Chamber and City Commission, subject to the Chamber Board's annual program planning and available resources.

SECTION 2. Duties of the City. The City hereby agrees to distribute to the Chamber annually throughout the term of this Agreement, \$30,000.00 to be utilized by the Chamber to perform the duties as outlined herein and \$5,000 to reimburse the Chamber for first-year membership dues for qualifying new Chamber members. The City shall provide the funding through quarterly payments of ~~\$7,500.00~~ \$8,750.00 ~~and reimburse the memberships on the same quarterly basis after receiving receipts.~~ The City shall have no further financial obligations.

SECTION 3. Term of the Agreement. ~~The This~~ Agreement becomes effective on ~~January 1, 2021~~ ~~April 1~~ ~~July~~ January 1, 2026 ~~2027~~, for a period of one year. In absence of termination as hereinafter provided, this Agreement shall automatically renew for additional, successive one-year, calendar-year terms. Either Party may cause this Agreement to terminate at the end of the initial term or any extended term, without cause, by giving written notice on or before ~~September~~ December 1st of the year in which such termination is to occur. Either Party may at any time terminate this Agreement and with such advance notice, ~~if any~~, as is reasonable under the circumstances, and without the consent or agreement of the other, for good and substantial cause shown based up on the non-performance of the other Party in relation to its duties hereunder; provided, however, that prior to the termination a reasonable notice of the cause for termination shall be given and a reasonable time allowed for remediation of the cause. Upon termination of this Agreement, the Chamber shall deliver to the City all unexpended funds. Notwithstanding, this Agreement may be terminated by the City if the requisite funding is not appropriated.

SECTION 4. Use of Funding. The funds provided in this Agreement shall be used by the Chamber in the manner and for the purposes described in this Agreement.

SECTION 5. Independent Contractor and Indemnification. The Chamber shall operate as an independent contractor as to all duties and activities under this Agreement. The Chamber is not an officer, agent or servant of the City. The Chamber shall have exclusive control of its operations and performance of its activities and services hereunder, and of such persons, entities, or organizations performing on the Chamber's behalf. The Chamber shall not be considered a partner or joint-venturer with the City, nor shall the Chamber be considered nor in any manner hold itself out as an agent or official representative of the City. Each Party shall indemnify and hold harmless the other Party, its officers, employees, and agents from and against any and all

~~claims, damages, losses, and expenses arising from the negligent acts or omissions of the indemnifying Party in connection with this Agreement. The mutual indemnification does not extend to any negligent acts or omissions of the other Party, or any employees or agents of any Party. The Chamber hereby agrees to indemnify and hold harmless the City from and against any and all loss, costs, or damage of any kind that may arise out of or in connection with this Agreement.~~

SECTION 6. Revision or Re-Negotiation of Agreement. The provisions of this Agreement notwithstanding, either Party may request the revision or re-negotiation of the terms of the Agreement due to a substantial change in circumstances. Notwithstanding, the Chamber shall initiate any request for an increase in funding amount prior to May 1st of the year prior to the upcoming term, to coincide with the City's annual budgetary process.

SECTION 7. Financial Accounting and Reporting Requirements. In order to ensure proper financial accountability, the City reserves the right to impose reasonable requirements regarding the segregation and handling of all funds distributed to the Chamber under the terms of the Agreement, and the Chamber agrees to abide by all such requirements. In addition, at least quarterly, the Chamber shall provide the City with ~~its~~ financial statements which shall be prepared according to generally accepted accounting principles and shall, at a minimum, encompass all aspects of the operation of ~~the Central Business District Program~~ the Chamber's use of City funds. The City may request additional financial information it deems necessary or appropriate to assist the City Staff in analyzing a request for financial assistance or in verifying the accuracy of any payment ~~due the Central Business District Program~~, or the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records pertaining to ~~the Central Business District Program~~ funds provided by the City only for compliance with the terms of this Agreement.

SECTION 8. Choice of Law and Venue. The terms of this Agreement shall be governed by the laws of the State of Kansas. Any action to enforce or for breach of this Agreement shall be brought exclusively in the state or federal courts of the County of Harvey, City of Newton.

SECTION 9. Severability. If any provisions of this Agreement, or any portion thereof, is held to be unconstitutional, invalid or otherwise unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

SECTION 10. Cash Basis and Budget Law. By virtue of the provisions of the Kansas Budget Law (K.S.A. 79-2925, *et seq.*) and the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), the obligation and liability of the City as to each of the commitments contained within this Agreement shall be subject to the City's governing body taking action to include such obligations in each budget year and to appropriate the funds to pay such obligations. Should the City fail to take such actions, any obligation or liability will not extend beyond the budget year for which such funds were budgeted and appropriated.

SECTION 11. Entire Agreement. This Agreement contains the entire understanding of the Parties, all prior promises, understandings, or agreements are merged into this Agreement.

SECTION 12. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or email to the following:

City: City Manager
~~PO Box 426201 E. 6th~~
Newton, KS 67114
drivas@newtonkansas.com

_____ and a copy to

_____ City Attorney
_____ 201 E. 6th
_____ Newton, KS 67114
_____ law@newtonkansas.com

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Chamber: Executive Director
500 N Main St., #101
Newton, KS 67114
pam@newtonchamberks.org

_____ All notices mailed by regular U.S. mail are effective 3 days after mailing.

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SECTION 13. Binding Effect. This Agreement shall be binding upon the Parties' successors in interest.

SECTION 14. Representations and Warranties. The Parties each certify that they have the power and authority to execute and deliver this Agreement and to perform the obligations within this Agreement in accordance with its terms.

SECTION 15. Authority to Execute Agreement. The Parties expressly warrant that they have full and current legal authority to act and contract herein.

SECTION 16. Nondiscrimination. Chamber will not, on the grounds of race, religion, color, sex, disability, national origin or ancestry, discriminate or permit discrimination against any person in the management or operation of any program or activity under this Agreement.

SECTION 17. Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Agreement.

SECTION 18. Amendment. No amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties.

SECTION 19. Assignment. The Chamber shall not assign this Agreement, and the rights and obligations contained herein, without the prior written approval of the City.

~~SECTION 20. Cancellation of 2021 External Funding Request. During the City's annual budgeting process, the City approved a 2021 external funding request by the Chamber in an amount of \$30,000 (the "External Funding Request."). Through the approval of this Agreement, the External Funding Request is hereby extinguished, with the funding commitment contained herein designated to replace, and not supplement the External Funding Request.~~

IN WITNESS WHEREOF, the City Commission has directed and caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and the Chamber has approved this Agreement and directed their President to execute and their Secretary to attest to the execution of this Agreement on the same on the day and year written below.

THE CITY OF NEWTON, KANSAS

Rich Stinnett, Mayor [date]

ATTEST:

Denise R. Duerksen, City Clerk

[REMAINING PAGE LEFT BLANK. CHAMBER SIGNATURES TO FOLLOW]

**NEWTON AREA CHAMBER OF
COMMERCE, INC.**

ATTEST:

Matt Hamm, President [date]

Brett Budd, Secretary

DRAFT

ADDENDUM A

On the following Chamber events, the City is a named sponsor with the corresponding branding and any other benefits that come with the level of sponsorship.

- Taste of Newton - Choose Newton Main Street
- Taste of Christmas - Choose Newton
- Youth Entrepreneurship Challenge - Choose Newton Main Street
- College Night - Choose Newton Main Street
- Love to Shop Local - City of Newton
- Shop Small Saturday - City of Newton

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On the following Main Street events, the Chamber is a named sponsor for in-kind benefits with the corresponding branding usage and any other benefits that come with the level of sponsorship.

- Third Thursdays
- Deck Downtown
- Downtown Christmas
- Sidewalk Sales
- Main Street Promotions Sub-Committee efforts

FUNDING AGREEMENT

BETWEEN

CITY OF NEWTON, KANSAS

AND

THE NEWTON AREA CHAMBER OF COMMERCE, INC.

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (this "**Agreement**") is made and entered into by and between the **CITY OF NEWTON, KANSAS** a municipal corporation organized under the laws of the State of Kansas (the "**City**"), and **THE NEWTON AREA CHAMBER OF COMMERCE, INC. (the "Chamber")** a not-for-profit Kansas corporation. The City and the Chamber are collectively referred to herein as the "**Parties**" and each a "**Party**".

WHEREAS, The City and the Chamber desire to enter into this Funding Agreement to facilitate the Chamber taking action to promote certain events and programs within the City of Newton; and

WHEREAS, the City has determined it advisable to support Newton retail and commercial businesses; and

WHEREAS, the Chamber is an invaluable resource for the promotion of retail and commercial businesses in the City of Newton; and

WHEREAS, the Chamber has provided for the staffing and support of certain programs with the Parties having previously entered into an agreement by which the City has provided funding for such programs and services; and

WHEREAS, the Parties find that this Agreement provides adequate consideration in the exchange of the Chamber's services for the funding commitment included herein; and

WHEREAS, the City finds that there is sufficient assurance through the terms of this Agreement that the public purposes stated herein will be accomplished; and

WHEREAS, the Parties approved a funding agreement in 2021 and which is currently in effect.

WHEREAS, the Parties wish to amend and restate the terms of their prior agreements by which the City will provide funding to support such efforts, and by which the Chamber will continue to provide associated staffing and services to accomplish the objectives of those initiatives.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

SECTION 1. Duties of the Chamber. The Chamber will facilitate, staff, and support businesses within the City of Newton toward the accomplishments of the following objectives:

- a. Increase promotion of and enhance visitation to the Newton community
- b. Develop and recommend programs and projects which will enhance the ability of the community to attract visitors and enhance local sales tax revenue;

- c. Provide an annual report to the City Commission on the previous calendar year's activities and accomplishments; including Downtown impact, community wide impact and attendees, vendors and volunteer numbers for each event.
- d. Coordinate and support the annual activities listed on the attached Addendum A. Any additions, deletions, or material changes to the activities identified in Addendum A shall require prior approval by Chamber and City Commission.

SECTION 2. Duties of the City. The City hereby agrees to distribute to the Chamber annually throughout the term of this Agreement, \$30,000.00 to be utilized by the Chamber to perform the duties as outlined herein and \$5,000 to reimburse the Chamber for first-year membership dues for qualifying new Chamber members. The City shall provide the funding through quarterly payments of \$\$8,750.00. The City shall have no further financial obligations.

SECTION 3. Term of the Agreement. This Agreement becomes effective on January 1, 2027, for a period of one year. In absence of termination as hereinafter provided, this Agreement shall automatically renew for additional, successive one-year, calendar-year terms. Either Party may cause this Agreement to terminate at the end of the initial term or any extended term, without cause, by giving written notice on or before December 1st of the year in which such termination is to occur. Either Party may at any time terminate this Agreement and with such advance notice as is reasonable under the circumstances, and without the consent or agreement of the other, for good and substantial cause shown based up on the non-performance of the other Party in relation to its duties hereunder; provided, however, that prior to the termination a reasonable notice of the cause for termination shall be given and a reasonable time allowed for remediation of the cause. Upon termination of this Agreement, the Chamber shall deliver to the City all unexpended funds. Notwithstanding, this Agreement may be terminated by the City if the requisite funding is not appropriated.

SECTION 4. Use of Funding. The funds provided in this Agreement shall be used by the Chamber in the manner and for the purposes described in this Agreement.

SECTION 5. Independent Contractor. The Chamber shall operate as an independent contractor as to all duties and activities under this Agreement. The Chamber is not an officer, agent or servant of the City. The Chamber shall have exclusive control of its operations and performance of its activities and services hereunder, and of such persons, entities, or organizations performing on the Chamber's behalf. The Chamber shall not be considered a partner or joint-venturer with the City, nor shall the Chamber be considered nor in any manner hold itself out as an agent or official representative of the City.

SECTION 6. Revision or Re-Negotiation of Agreement. The provisions of this Agreement notwithstanding, either Party may request the revision or re-negotiation of the terms of the Agreement due to a substantial change in circumstances. Notwithstanding, the Chamber shall initiate any request for an increase in funding amount prior to May 1st of the year prior to the upcoming term, to coincide with the City's annual budgetary process.

SECTION 7. Financial Accounting and Reporting Requirements. In order to ensure proper financial accountability, the City reserves the right to impose reasonable requirements regarding the segregation and handling of all funds distributed to the Chamber under the terms of the Agreement, and the Chamber agrees to abide by all such requirements. In addition, at least quarterly, the Chamber shall provide the City with its financial statements which shall be prepared according to generally accepted accounting principles and shall, at a minimum, encompass all aspects of the operation of the Chamber's use of City funds. The City may request additional financial information it deems necessary or appropriate to assist the City Staff in analyzing a request for financial assistance or in verifying the accuracy of any payment, or the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records pertaining to funds provided by the City only for compliance with the terms of this Agreement.

SECTION 8. Choice of Law and Venue. The terms of this Agreement shall be governed by the laws of the State of Kansas. Any action to enforce or for breach of this Agreement shall be brought exclusively in the state or federal courts of the County of Harvey, City of Newton.

SECTION 9. Severability. If any provisions of this Agreement, or any portion thereof, is held to be unconstitutional, invalid or otherwise unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

SECTION 10. Cash Basis and Budget Law. By virtue of the provisions of the Kansas Budget Law (K.S.A. 79-2925, *et seq.*) and the Kansas Cash Basis Law (K.S.A. 10-1101, *et seq.*), the obligation and liability of the City as to each of the commitments contained within this Agreement shall be subject to the City's governing body taking action to include such obligations in each budget year and to appropriate the funds to pay such obligations. Should the City fail to take such actions, any obligation or liability will not extend beyond the budget year for which such funds were budgeted and appropriated.

SECTION 11. Entire Agreement. This Agreement contains the entire understanding of the Parties, all prior promises, understandings, or agreements are merged into this Agreement.

SECTION 12. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or email to the following:

City: City Manager
 201 E. 6th
 Newton, KS 67114
 drivas@newtonkansas.com

and a copy to

 City Attorney
 201 E. 6th
 Newton, KS 67114
 law@newtonkansas.com

Chamber: Executive Director
500 N Main St., #101
Newton, KS 67114
pam@newtonchamberks.org

All notices mailed by regular U.S. mail are effective 3 days after mailing.

SECTION 13. Binding Effect. This Agreement shall be binding upon the Parties' successors in interest.

SECTION 14. Representations and Warranties. The Parties each certify that they have the power and authority to execute and deliver this Agreement and to perform the obligations within this Agreement in accordance with its terms.

SECTION 15. Authority to Execute Agreement. The Parties expressly warrant that they have full and current legal authority to act and contract herein.

SECTION 16. Nondiscrimination. Chamber will not, on the grounds of race, religion, color, sex, disability, national origin or ancestry, discriminate or permit discrimination against any person in the management or operation of any program or activity under this Agreement.

SECTION 17. Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Agreement.

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SECTION 19. Assignment. The Chamber shall not assign this Agreement, and the rights and obligations contained herein, without the prior written approval of the City.

[PAGE LEFT BLANK. CITY SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City Commission has directed and caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and the Chamber has approved this Agreement and directed their President to execute and their Secretary to attest to the execution of this Agreement on the same on the day and year written below.

THE CITY OF NEWTON, KANSAS

Rich Stinnett, Mayor [date]

ATTEST:

Denise R. Duerksen, City Clerk

[REMAINING PAGE LEFT BLANK. CHAMBER SIGNATURES TO FOLLOW]

**NEWTON AREA CHAMBER OF
COMMERCE, INC.**

Matt Hamm, President [date]

ATTEST:

Brett Budd, Secretary

ADDENDUM A

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On the following Main Street events, the Chamber is a named sponsor for in-kind benefits with the corresponding branding usage and any other benefits that come with the level of sponsorship.

- Third Thursdays
- Deck Downtown
- Downtown Christmas
- Sidewalk Sales
- Main Street Promotions Sub-Committee efforts



TO: City Commission
FROM: Justin Erickson
DATE: June 9, 2026
SUBJECT: Special Use Permit

PURPOSE:

For your review and consideration is an application for a Special Use Permit (SUP) for 320 S Pine, seeking permission to construct a 24x28 2-Story garage with second level living quarters. 1st level will be hobby wood shop. 2nd level will be living space for our adult daughter.

The The Official Zoning Map as incorporated by reference in Article II, Section 2.2-1, of the Zoning Ordinances of the City of Newton, Kansas, was amended on May 26th 2026 by transferring the zoning classification from a City of Newton P-O (Professional Office District) zoning classification to an R-1 (Single Family Dwelling District) zoning classification for the property at 320 South Pine Street generally located northeast of Southeast 4th Street and South Pine Street in Newton, Kansas

The Newton Planning Commission considered the Special Use Permit (SUP) application and conducted a public hearing on Monday, June 1, 2026. Planning Commissioner Hanson moved and Commissioner Kaufman seconded to approve the Special Use Permit. Motion carried 6-0.

Attachments:

- A: Special Use Permit Application & Pictures
- B: Notice of Hearing Newspaper Letter - 320 S Pine
- C: Notice of Hearing Properties Letter - 320 S Pine
- D: Ownership List
- E: Notice of Publication

FINANCIAL IMPLICATIONS:

None for the City of Newton.

RECOMMENDATION:

A. Receive the Recommendation of the Newton Planning Commission for approval of the Special Use Permit at 320 S Pine.

*Contingent on the completion of a Single Lot Plat.

B. Consider approval of a Resolution for the Special Use Permit at 320 S Pine.



Special Use Permit Application

Intake Staff: _____ Date: _____

Fee: _____

Applications are due on the first Tuesday of the month by 5:00 p.m. in order to be processed for the following month. Once complete, please bring the application and supporting documentation to: **Engineering Department**, located at 201 East 6th Street. For more information, call (316) 284-6020 or visit www.newtonkansas.com

Internal Use Only:

This is a Special Use Permit from Section _____ of the City of Newton Zoning Ordinance, to allow _____.

Applicant(s) Information:

Name: Ryan + Christie Mayhew
Address: 320 S. Pine; Newton, KS 67114
Phone: 316-215-9023

Property Owner(s) If Different:

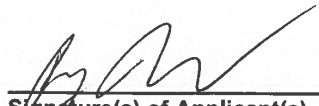
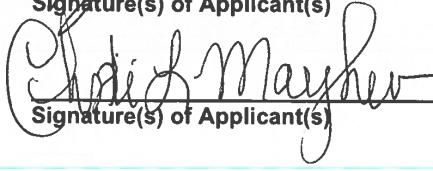
Name: _____
Address: _____
Phone: _____

Street address of property: 320 S. Pine; Newton, KS 67114

Present zoning of property: R-1

Legal description of property: see attached

Description of proposed improvements and use: 24x28 2-story garage with second level living quarters. 1st level will be hobby wood shop. 2nd level will be living space for our adult daughter

	4/30/26	_____	_____
Signature(s) of Applicant(s)	Date	Signature(s) of Owner(s)	Date
	4/30/25	_____	_____
Signature(s) of Applicant(s)	Date	Signature(s) of Owner(s)	Date

Signature of owner, if other than applicant, is required for consent to the application.



Certification Statement: A certification statement **must be submitted** with any application in which the owner(s) of the subject property is (are) a limited liability company, corporation, partnership, association, trustee, etc., or if someone other than the owner(s) of record sign(s) the application.

I, _____, in my capacity as _____, hereby
representative/authorized agent/other
 certify that _____ is (are) the owner(s) of the property which
name of LLC / corporation / partnership / association / etc.
 is the subject of this application and that I am authorized to sign this application on behalf of the owner(s).

Signature: _____ Date: _____

I certify under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct.

Special Use Justification:

In order to justify approval of any special use application, the Joint Board of Zoning Appeals considers the following criteria. Please answer all of the following items. Use additional sheets if needed. A response of yes or no is not acceptable.

Before any permit shall be granted the Planning Commission shall make written findings to the City Commission to certifying that adequate provision has been made for the following:

- A. What is the location and size of the proposed use in relation to the site and to adjacent sites and uses of property; and the nature and intensity of operations proposed thereon?**

Commentary:

The proposed building will be 24x28 and will be located near the NE corner of the lot. This will be an ADU with 2nd story living quarters, there is a 2-story garage with a 2nd level apartment across the alley.

- B. Describe the accessibility of the property to police, fire, refuse collection and other municipal services; adequacy of ingress and egress to and within the site; traffic flow and control; and the adequacy of off-street parking and loading areas.**

Commentary:

There is an alley on the east boundary. The alley is accessible via SE 4th to the south and via Pine & thru a parking lot to the North. Trash can be taken to SE 4th or to Pine. The building will be set back 15' from the alley to allow ample parking.

- C. What utilities and services, including water, sewer, drainage, gas, and electricity are on the property? Please note with particular reference to location, availability, capacity and compatibility.**

Commentary:

All utilities are on the property, 200 amp electrical service. Overhead line well south of building, will bring power from the house. sewer line is well south of proposed building & new building will tie into this. will also bring water & gas from house.

- D. Describe the location, nature, and height of buildings, walls, fences, and other improvements; their relation to adjacent property and uses; and the need for buffering or screening.**

Commentary:

The proposed building will be near the NE corner of the lot. The side walls of the building will be 15'-6" to meet code. The peak will be 21'-9" plus roofing material.

- E. Describe the adequacy of required yard and open space requirements and sign provisions as outlined in the Zoning Ordinance.

Commentary:

As this is an existing lot, these provisions have been met.

- F. What is the general compatibility with adjacent properties, other properties in the district, and the general safety, health, comfort, and general welfare of the community?

Commentary:

This is an older neighborhood with homes of varying styles. This building will fit well in the neighborhood.

- G. If applicable, describe the particular standards and requirements as prescribed in Section 4.5 of the Zoning Ordinance.

Commentary:

The proposed project is designed to match the aesthetic & scale of the primary residence, ensuring the use is secondary to the residential character of the lot, we will utilize building materials that harmonize with the existing structures in the neighborhood to maintain visual appeal & prevent any negative impact on property values.

Furthermore, the site plan has been developed in strict accordance with section 4.5 of the Zoning Ordinance. The proposed structure maintains the required setbacks, and care has been taken to ensure that no utility or drainage easements are obstructed. This project represents a compatible use of the land that respects both the spirit of the zoning district and the privacy of adjacent neighbors.

Please submit the completed application along with the following items:

Project application and description

- Legal description on a separate 8.5 x 11" sheet of paper

Site plan, drawings, and photographs

- Site plan, including the following elements.
- Plan drawn to a reasonable scale [engineer's scale (1" = 20') or architect's scale (1/8" = 1')]
 - North arrow
 - Street name(s) abutting the site
 - Access from streets
 - Off-street parking accommodations
 - Interior drives and service areas
 - All proposed signs
 - Property address, parcel ID, and dimensions
 - Building limit lines
 - Landscape areas
 - Existing and proposed structures with dimensions and distance from property lines
 - Photographs of the subject area from all angles

Mailing Adjoining Property Owners

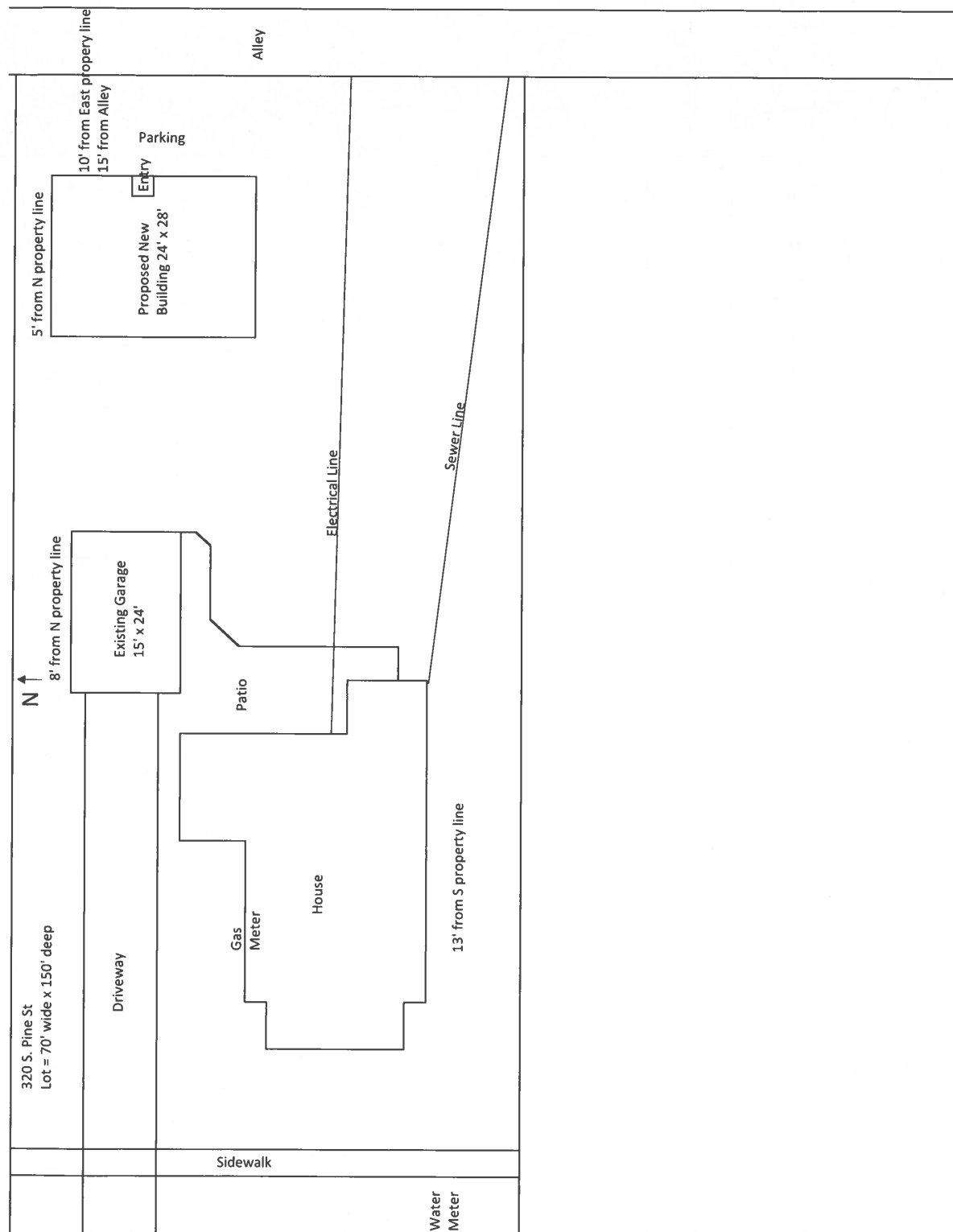
- One copy of Property ownership list lying within 200' feet of the outer limits of the land in question and 1000' into the County if any portion of the subject property touches the County. (Must be prepared by a Title Company)

Fee (cash, charge or check made payable to City of Newton)

- Application Fee: **\$100**

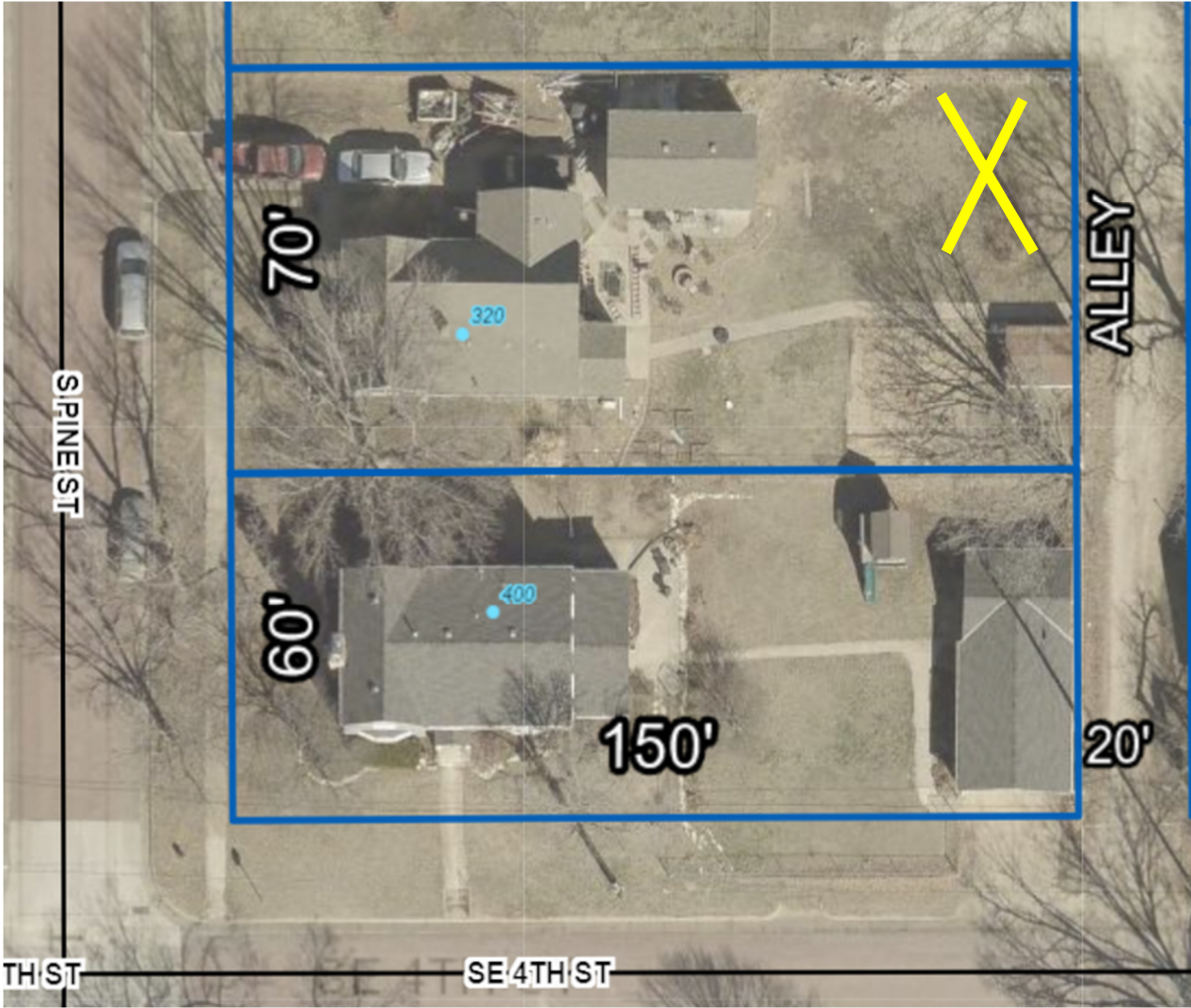
Legal Description of 320 S. Pine St; Newton, KS 67114

Beginning at a point Sixty (60) feet East and Sixty (60) feet North of the Southeast Corner of Block Seven (7), in Steele's Addition to the City of Newton, Harvey County, Kansas; thence North Seventy (70) Feet; thence East 150 feet; thence South Seventy (70) feet; thence West 150 feet to the point of beginning, being in the Northeast Quarter(NE/4) of the Northeast Quarter(NE/4) of Section Twenty (20), Township Twenty-three (23) South, Range One (1) East of the 6th P.M., Harvey County, Kansas



SE 4th Street

Aerial View – X marks new building location



Front of House/Property



View from back of house facing east – new structure will be where current bushes are located



View from North neighbor's property



View from South fence of our property



View from across East alley



NOTICE OF HEARING

TO ALL PERSONS CONCERNED:

To Owners of Nearby Properties:

Notice is hereby given that an Application for a Special Use Permit has been filed with the City of Newton, Harvey County, Kansas. The property is legally described as:

Beginning at a point Sixty (60) feet East and Sixty (60) feet North of the Southeast Corner of Block Seven (7), in Steele's Addition to the City of Newton, Harvey County, Kansas; thence North Seventy (70) Feet; thence East 150 feet; thence South Seventy (70) feet; thence West 150 feet to the point of beginning, being in the Northeast Quarter(NE/4) of the Northeast Quarter(NE/4) of Section Twenty (20), Township Twenty-three (23) South, Range One (1) East of the 6th P.M., Harvey County, Kansas

The Applicant requests that the above-described property be granted a Special Use Permit to build a 24x28' 2 story detached garage with a second story living quarters.

If this SUP (Special Use Permit) is granted of Ryan & Christie Mayhew, 320 S Pine, would be allowed to construct a 24x28' 2 story detached garage with a second story living quarters.

The Application will be presented to, and a public hearing held by, the Newton Planning Commission in the Newton City Commission chambers at City Hall, 201 E. 6th Street, Newton, Kansas on **Monday, June 1, 2026, at 6:00 p.m.**, or as soon thereafter as the matter may be heard. All persons interested may appear and be heard as to the application.

/s/ Justin Erickson
Planning and Zoning Supervisor
City of Newton, Kansas



Justin Erickson
Planning & Zoning Supervisor
jerickson@newtonkansas.com
p: 316-284-6020
201 E. Sixth, P.O. Box 426
Newton, Kansas 67114-0426

May 4, 2026

To Owners of Nearby Properties:

Notice is hereby given that an Application for a Special Use Permit has been filed with the City of Newton, Harvey County, Kansas. The property is legally described as:

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Sincerely,

Justin Erickson
Planning & Zoning Supervisor
City of Newton



OWNERSHIP LIST

PROPERTY DESCRIPTION		PROPERTY OWNER
BEG 60N INTER E LI PINE ST & N LI SE 4TH ST, N70, E150, S70, W150 TO POB Subject Property	20-23S-01E	Ryan J. Mayhew and Christie L. Mayhew 320 S Pine St Newton, KS 67114
BEG 130N OF INTER OF N LI OF SE4TH ST & E LI OF PINE ST, E150, N60, W150, S60 TO POB BEG 170N OF INTER OF N LI SE 4TH ST & W LI MUSE ST, N100, W146, S66, E2, S34, E TO POB BEG 120N OF INTER OF N LI SE4TH ST & W LI OF MUSE, N50, W144, S50, E TO POB	"	Medford Property Management LLC 4822 SW West Hills Dr Topeka, KS, 66606
BEG 190N OF INTER SEC OF N LI SE 4TH ST & E LI PINE, N210(S), E207.13, N62.77, E116.5, S185(S), W146, S66, E2, S15(S), W TO POB	"	New Creation Fellowship Church, Inc 221 Muse St Newton, KS 67114
BEG 65N OF INTER OF W LI MUSE & N LI SE 4TH ST, W144, N55, E144, S TO POB	"	Brittany Reagan Birch 323 Muse St Newton, KS 67114
BEG 89W OF INTER OF W LI MUSE & N LI SE 4TH ST, W55, N65, E70, S38, W15, S27 TO POB	"	JoAnn Ragon a/k/a JoAnn Dent 416 SE 4th St Newton, KS 67114
BEG INTER E LI PINE ST & N LI SE 4TH ST, N60, E150, S60, W150 TO POB	"	Evan Koch and Abigail Koch 400 SE 4th St Newton, KS 67114
S20, T23, R01E, BEG INTER W LI MUSE & N LI SE 4TH ST, W89, N27, E15, N38, E74, S65 TO POB	"	Alan Sinn and Carron Hairabedian 329 Muse St Newton, KS 67114



Security 1st Title

Block 18, Lots 9,10	Steeles 4th Add	Hochfeld LLC PO Box 176 Goessel, KS 67053
Block 18, E/2 Lot 6, All Lots 7,8	“	Nicholas Ryan Aeschliman 415 SE 4th St Newton, KS 67114
Block 18, E 16’ Lot 4, Lot 5, W/2 Lot 6	“	Beryl N. Laswell 409 SE 4th St Newton, KS 67114
Block 18, Lot 3, W 17’ Lot 4	“	Heaven C. Holub and Jack W. Claerhout 405 SE 4th St Newton, KS 67114
Block 18, N 122’ Lots 1 and 2	“	The Laurence D. Wiebe Living Trust and The Marilyn K. Wiebe Living Trust 9908 SE 12th St Whitewater, KS 67154
Block 1, Lots 1,3, E 6.6’ Lot 5	Dewey’s Addition	Joseph A. Zuck Jr and Jessica L. Zuck 325 SE 4th St Newton, KS 67114
Block 1, W 25.6’ Lot 5, E 19.4’ Lot 7	“	Andrew W. Jackson and Amber L. Jackson 1601 N Anderson Ave Newton, KS 67114
BEG SE COR BLK 7, N95, W180, S95, E TO POB	Steele’s 1st Addition	Frontier Village, LLC 236 N Yale Ave Wichita, KS 67208
BEG 95N SE COR BLK 7, W180, N45, E180, S45 TO POB	“	Gloria M. Arellano 321 S Pine St Newton, KS 67114
BEG 140N SE COR BLK 7, W180, N50, E180, S50 TO POB	“	David Graham 319 S. Pine St Newton, KS 67114



Security 1st Title

BEG 140S NE COR BLK 7, S50, W180, N50, E180 TO POB	“	Beverly Kay Baumgartner and Joel Craig Ewy 13333 E 41st St S Derby, KS 67037
BEG 80S NE COR BLK 7, S60, W180, N39, E34.37, N21, E145.63 TO POB	“	Kailake Properties, LLC 12021 E 13th St N # STE200 Wichita, KS 67206
BEG 40S NE COR BLK 7, S40, W95, N80, E5, S40, E90 TO POB	“	Michelle D. Jansen 305 S Pine St Newton, KS 67114

We hereby certify the foregoing to be a true and correct list of the property owners of the herein before described tracts and lots within a 200 foot radius (city limits) and 1,000 foot radius (county) of:

Beginning at a point Sixty (60) feet East and Sixty (60) feet North of the Southeast Corner of Block Seven (7), in Steele’s Addition to the City of Newton, Harvey County, Kansas; thence North Seventy (70) Feet; thence East 150 feet; thence South Seventy (70) feet; thence West 150 feet to the point of beginning, being in the Northeast Quarter(NE/4) of the Northeast Quarter(NE/4) of Section Twenty (20), Township Twenty-three (23) South, Rance One (1) East of the 6th P.M., Harvey County, Kansas

as shown by the last deed of record filed in the Office of the Register of Deeds, Harvey County, Kansas, on the 25th day of March, 2026, at 7:30 A.M.

SECURITY 1ST TITLE

By: 
LICENSED ABTRACTER

Order: 3184134
MZ

Title Insurance | Closings | 1031 Exchange | Contract Servicing

727 N. Waco, Ste. 300, Wichita, KS 67203



Invoice

Column Software PBC
PO Box 208098
Dallas, TX 75320-8098
help.column.us

Bill to
City of Newton Kansas

Invoice number 061C3115-0290
Notice ID J3FMsoCsxm9DqLx3WGt
Publisher The Newton Kansan
Date of issue May 5, 2026
Date due Jun 5, 2026
Amount due \$14.06

Description	Qty	Unit price	Amount
05/09/2026: Other Notice	1	14.06	14.06
=== Notes === Notice Name: 320 S Pine SUP			Net Subtotal \$14.06
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AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Newton Kansan, of Harvey County, State of Kansas, state that this newspaper is a qualified newspaper, published and of general circulation in said county, was published in regular edition of said paper, and that the notice of which the annexed is a copy was published on the following date(s).

Publication Dates:

- May 9, 2026

Advertising Fee: \$14.06

Edmar Corachia

Agent

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 05/11/2026

SM S. R. Poe

Notary Public

Notarized remotely online using communication technology via Proof.

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

**NOTICE OF HEARING
TO ALL PERSONS CONCERNED:**

To Owners of Nearby Properties:
Notice is hereby given that an Application for a Special Use Permit has been filed with the City of Newton, Harvey County, Kansas. The property is legally described as: Beginning at a point Sixty (60) feet East and Sixty (60) feet North of the Southeast Corner of Block Seven (7), in Steele's Addition to the City of Newton, Harvey County, Kansas; thence North Seventy (70) Feet; thence East 150 feet; thence South Seventy (70) feet; thence West 150 feet to the point of beginning, being in the Northeast Quarter(NE/4) of the Northeast Quarter(NE/4) of Section Twenty (20), Township Twenty-three (23) South, Range One (1) East of the 6th P.M., Harvey County, Kansas

The Applicant requests that the above-described property be granted a Special Use Permit to build a 24x28' 2 story detached garage with a second story living quarters.

If this SUP (Special Use Permit) is granted of Ryan & Christie Mayhew, 320 S Pine, would be allowed to construct a 24x28' 2 story detached garage with a second story living quarters.

The Application will be presented to, and a public hearing held by, the Newton Planning Commission in the Newton City Commission chambers at City Hall, 201 E. 6th Street, Newton, Kansas on Monday, June 1, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard. All persons interested may appear and be heard as to the application.

/s/ Justin Erickson
Planning and Zoning Supervisor
City of Newton, Kansas 4540260

RESOLUTION NO. G-_____

A RESOLUTION GRANTING A SPECIAL USE PERMIT TO CONSTRUCT AN ACCESSORY DWELLING UNIT ON THE PREMISES LOCATED AT 320 SOUTH PINE STREET, IN THE CITY OF NEWTON, KANSAS.

WHEREAS an application was properly filed with the Newton Planning Commission seeking a special use permit (SUP) for the addition of an Accessory Dwelling Unit (ADU) on the premises of the below-described real estate located at 320 South Pine Street, in the City of Newton, Kansas, to wit:

Beginning at a point Sixty (60) feet East and Sixty (60) feet North of the Southeast Corner of Block Seven (7), in Steele's Addition to the City of Newton, Harvey County, Kansas; thence North Seventy (70) Feet; thence East 150 feet; thence South Seventy (70) feet; thence West 150 feet to the point of beginning, being in the Northeast Quarter(NE/4) of the Northeast Quarter(NE/4) of Section Twenty (20), Township Twenty-three (23) South, Range One (1) East of the 6th P.M., Harvey County, Kansas.

WHEREAS the requested use in this case is allowable within an R-1, Single Family Dwelling District, but only by SUP; and

WHEREAS upon due and proper publication notice thereof the Newton Planning Commission conducted a public hearing on said application on June 1, 2026; and

WHEREAS after the conclusion of the public hearing the Newton Planning Commission adopted findings of fact and a recommendation to the Governing Body of the City of Newton, Kansas, that said application be approved, subject to certain conditions and restrictions, such findings and recommendation being adopted by a majority vote (6 – 0) of a quorum of said Planning Commission then in attendance; and

WHEREAS the Governing Body of the City of Newton, Kansas, did on this 9th day of June, 2026, consider the findings and recommendations of the Planning Commission; and, after having given due consideration to all of the matters presented, voted to accept the findings and recommendations of the Planning Commission including the specified conditions and restrictions recommended by the Planning Commission.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS, that a special use permit to construct an Accessory Dwelling Unit at 320 South Pine Street, Newton, Kansas, and as stipulated in the recommendation of the Newton Planning Commission, is granted as to and in relation to the residential premises upon the above described real estate, said special use permit being granted under the provisions and restrictions of Article IV of the Zoning Ordinances of the City of Newton, Kansas, as now provided or as may hereafter be amended.

PASSED AND ADOPTED this 9th day of June, 2026.

Rich Stinnett, Mayor

ATTEST:

Denise R. Duerksen, Clerk