



City of Newton
Agenda
Regular Commission Meeting
Tuesday, May 26, 2026 @ 7:00 PM
Commission Chambers

PLEDGE OF ALLEGIANCE

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A. CONSENT AGENDA	
1. Consider the minutes of the May 12, 2026 meeting and the May 21, 2026 agenda review. Regular Commission - 12 May 2026 - Minutes - Pdf Agenda Review Min 5-21-2026	3 - 6
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. Booster Club Concert In the Park	7
B. REGULAR AGENDA	
3. Receive a budget request from Heart to Heart Child Advocacy Center. Heart to Heart Budget request	8 - 11
4. Consider a proclamation for June as Pride Month in Newton. Pride Month Proclamation	12
5. Barkman Honey	
A. Consider an Ordinance authorizing the use of an economic development grant for Barkman Honey. Ordinance and Agreement to Rebate Property Taxes for Barkman Honey, LLC - Pdf	13 - 47
B. Consider a rebate agreement with Barkman Honey.	
6. Planning Commission	
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). Zoning Amendment - 320 South Pine - Pdf	48 - 64
B. Consider an Ordinance amending the zoning.	
7. Consider a no protest and access agreement with Prairie View. Access and No Protest Agreements with Prairie View, Inc. - Pdf	65 - 75
8. Receive and award bids for the remodel of the NRC racquetball courts to a multipurpose room.	76 - 77

[Receive & award bids - NRC racquetball court remodel - Pdf](#)

9. Discuss the utility assistance program. 78 - 81
[Discuss Utility Assistance Program - Pdf](#)
10. Review the Airport CIP. 82 - 84
[City/County Airport CIP - Pdf](#)
11. Citizen's Forum
12. Adjournment

UPCOMING MEETINGS

- | | | |
|---------|-----------|---------------------------------------|
| June 4 | 7:30 a.m. | Agenda Review |
| June 9 | 5:00 p.m. | Joint Work Session with Harvey County |
| June 9 | 7:00 p.m. | Commission Meeting |
| 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 12, 2026**

The Newton City Commission convened in regular session at 7:00 p.m. on May 12, 2026 at City Hall, 201 E 6th Street. Attending were Mayor Stinnett, Vice Mayor Watson, Commissioners Koehn, Miller and Valentine, City Manager Rivas, City Attorney Towle, Assistant City Manager of Economic Development Likiardopoulos, Public Works Director Bonham, Communications Director McDaniel, Aviation Director, Chief Dunlavy, Chief Roberson and City Clerk Duerksen.

CONSENT AGENDA

- 1. Consider the minutes of the April 28, 2026 meeting.**
- 2. Consider closing Athletic Park Circle from 7:30 a.m. to noon on June 20th for the Cookie Daze 5K.**
- 3. Consider a request for use of Athletic Park and for City assistance for Sand Creek Summer Daze Festival June 19-20, 2026.**
- 4. Consider the building inspection agreement with the City of Peabody.**

As of April 29, 2026, the City of Peabody has signed the agreement and requested building inspection services from Newton. The agreement solidifies the new rates for Peabody, and it reflects Newton's adoption and enforcement of new building and fire codes and clarifies responsibilities.

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

REGULAR AGENDA

- 5. Receive a 2027 budget request from Safehope.**

Heather Murrow and Angela Schepmann presented Safehope's budget request of \$12,000 for 2027. The requested funding would support their core advocacy services, including a 24-hour crisis hotline, crisis intervention, advocacy, emergency accommodations, and counseling. They provide services for Harvey, Marion, and McPherson counties. Current funding includes \$17,500 from McPherson County, \$4,000 from the City of McPherson, and \$7,500 from Harvey County who also provides office space. Safehope will also be approaching Marion County for funding support.

- 6. Consider a proclamation declaring the week of May 11-16, 2026 as National Police Week and May 15, 2026 as Peace Officer's Memorial Day.**

The memorial service will be held on Wednesday at 11:30 a.m. in front of the Law Enforcement Center. Chief Dunlavy then read the proclamation.

MOTION: Commissioner Valentine moved and Vice Mayor Watson seconded to accept the proclamation as presented. Motion carried unanimously.

7. Consider a proclamation declaring the week of May 17-23, 2026 as National Public Works Week.

Public Works Staff read the proclamation declaring the week of May 17-23, 2026 as National Public Works Week.

MOTION: Vice Mayor Watson moved and Commissioner Miller seconded to accept the proclamation as presented. Motion carried unanimously.

8. Consider a ground lease agreement with Ballard Aviation.

Ballard Aviation has requested to lease the 17 acres next to their hangar. The adjacent agricultural land is planted with wheat, and during harvest time, the debris in the air is a nuisance for Ballard's operations and has even damaged some aircraft. Ballard will pay the City \$150 per acre for the ground lease.

MOTION: Commissioner Koehn moved and Vice Mayor Watson seconded to approve the lease agreement with Ballard Aviation. Motion carried unanimously.

9. Consider a temporary alcohol permit for the Big Fat Fun concert event in Military Park May 30, 2026.

MOTION: Commissioner Miller moved and Vice Mayor Watson seconded to approve the temporary alcohol permit for the Big Fat Fun Event. Motion carried unanimously.

10. Consider a temporary alcohol permit for Sand Creek Festival, Inc. for events at Athletic Park June 19 & July 3, 2026.

MOTION: Vice Mayor Watson moved and Commissioner Koehn seconded to approve the temporary alcohol permits for the Sand Creek Festival Inc. Motion carried unanimously.

11. Review the Commission Policy Manual and consider adding a livestream policy.

Each year the Commission Policy Manual gets reviewed. Staff presented the proposed livestream policy to be added to the manual. The policy outlines what is currently livestreamed, as well as what is not, and addresses crowd release information, photography, and related matters. It was suggested that a notice be placed on the door informing individuals that by attending a City public meeting, they acknowledge being recorded.

MOTION: Commissioner Valentine moved and Vice Mayor Watson seconded to approve the Commission Policy Manual with the addition of the livestream policy. Motion carried unanimously.

12. Citizen's Forum

There was no one to speak.

13. Executive Session

MOTION: Commissioner Valentine moved and Commissioner Koehn seconded to go into executive session to discuss data relating to the financial affairs or trade secrets of corporations, partnerships, trusts and individual proprietorships of an industrial prospect, to return to the open session at 7:45 p.m. in the City Commission Chambers. Motion carried unanimously.

The Commission went into executive session at 7:30 p.m. and reconvened in regular session at 7:45 p.m.

MOTION: Commissioner Koehn moved and Commissioner Miller seconded to extend the executive session, returning to open session at 7:55 p.m. Motion carried unanimously.

The Commission went back into executive session at 7:45 p.m. and reconvened in regular session at 7:55 p.m. The Mayor announced no action was taken or binding decisions made in the executive session.

MOTION: Commissioner Miller moved and Commissioner Valentine seconded to go into executive session to discuss matters under attorney client privilege, to return to open session at 8:15 p.m. Motion carried unanimously.

The Commission went into executive session at 7:55 p.m. and reconvened at 8:15 p.m. The Mayor announced no action was taken or binding decisions made in the executive session.

14. Adjournment

There being no further business, the Mayor declared the meeting adjourned at 8:15 p.m.

ATTEST:

Mayor

City Clerk

AGENDA REVIEW MINUTES
May 21, 2026

The Newton City Commission convened for the agenda review on May 21, 2026 at 7:30 a.m. at 201 East 6th Street in the Commission Chambers. Attending were Mayor Stinnett, Vice Mayor Watson, Commissioners Koehn, Miller and Valentine and City staff.

Mayor Stinnett called the agenda review to order at 7:30 a.m. Following the agenda review an executive session was held.

MOTION: Commissioner Miller moved and Commissioner Koehn seconded to go into executive session to discuss data relating to the financial affairs or trade secrets of a corporation, partnership, trust or individual proprietorship; to return to open session at 8:20 a.m. Motion carried unanimously.

The Commission went into executive session at 8:07 a.m. and reconvened at 8:20 a.m. The Mayor announced no action was taken and no binding decisions were made during the executive session.

MOTION: Commissioner Miller moved and Commissioner Koehn seconded to go into executive session to discuss matters under attorney-client privilege, to return to open session at 8:20 a.m. Motion carried unanimously.

The Commission went into executive session at 8:20 a.m. and reconvened at 8:35 a.m.

MOTION: Commissioner Miller moved and Mayor Stinnett seconded to extend the executive session for the same reason until 8:45 a.m. Motion carried unanimously.

The Commission returned to executive session at 8:35 a.m. and returned to open session at 8:45 a.m. The Mayor announced no action was taken and no binding decisions were made during the executive session.

MOTION: Mayor Stinnett moved and Commissioner Valentine seconded to go into executive session to discuss personnel matters involving non-elected personnel, to return to open session at 9:00 a.m. Motion carried unanimously.

The Commission went into executive session at 8:45 a.m. and returned to open session at 9:00 a.m. The Mayor announced no action was taken and no decision were made during the executive session. The Mayor declared the agenda review adjourned at 9:00 a.m.

ATTEST:

Mayor

City Clerk

Agenda Review Minutes
May 21, 2026



City of Newton

Street Closing and/or Special Event Application

For a Street Closure: City Clerk's office must receive completed form with a permit fee of \$25.00 at least 1 Month for "thoroughfares" and 1 week for "block parties" prior to the event. *the \$25.00 application fee is not subject to be waived

For a Special Event: Submit this application with permit fee of \$25.00 to: City of Newton, City Clerk's Office, 201 East 6th Street, PO Box 426, Newton, KS 67114 *the \$25.00 application fee is not subject to be waived

Name of Event: Concert in the Park Date of Event: May 30, 26
Event: concert Street Closure Start Time: End Time:
Event Location(s): Bandshell @ Fischer Event Start Time: 5 Event End Time: 9
Estimated Attendance: 100-200 Is this a public or private event? Public
Will your event be in a City Park? Yes No If yes, what park? Athletic
Type of event: Festival Parade Carnival Block Party Concert Run/Walk Other
Is this an annual event? Yes No Will there be an admission fee for the event? Yes No
Application Organization: Fine Arts Booster Club Phone: 316.217.4660
Address: 8 Rolling Hills Ct. City: Newton State: KS
Event Organizer: Kendall Smith (see above)
Address: City: State:
Phone: Cell: Email:
Secondary Contact Person (Optional):
Phone: Cell: Email:

STREET CLOSING

Proposed Street Closure: From: To:
Proposed Street Closure: From: To:
Proposed Street Closure: From: To:
Proposed Street Closure: From: To:

* The City of Newton is required to submit K-15/Main Street closure requests to KDOT for approval.

PUBLIC WORKS SUPPORT SERVICES

for public events only - to reserve a water meter, call 284-6080

*picnic tables and trash containers are not available for residential block parties

Are you requesting traffic cones? Yes No Number of traffic cones:
Are ornamental flags to be displayed on Main Street? American Flag Welcome Flag Alternate both
Are you requesting picnic tables? Yes No Number of tables: Location:
Are you requesting snow fencing? Yes No Location: Around bandshell park - 2 entrances by
Does the event require the use of electricity provided by the City? Yes No Location: Football Stadium
Does the event require the use of water provided by the City? Yes No Location: Entrances
Does the event need trash/recycling container? Yes No Number of containers: Location:
Request to waive fees: Yes No *the \$25.00 application fee is not subject to be waived

SECURITY & LAW ENFORCEMENT FIRE/EMS SUPPORT SERVICE

*Emergency Services are not subject to be waived.

Are you requesting law enforcement services from the Newton Police Department? If yes, check all that apply.
Event Security Parade Escort (Rolling Road Block) Traffic Control
Will private security be used at the event? Yes No Volunteers Security Service
Private Security Address: Phone:
Will Emergency Services have vehicle access in the event of an emergency? Yes No
Will a first aid station be provided? Yes No Location:
Are you requesting fire or emergency medical support for the event? Yes No *See Fee Schedule
If yes, check all that apply: Fire Standby EMS Standby Special Hazard

Duly signed by: Kendall Smith Name: Kendall Smith

8. Description of Program proposed to be paid for with City funding:

Heart to Heart (CAC) provides trauma-informed services to children and their non-offending family members affected by child abuse. Overall, funding would be used to support advocacy, forensic interviews, multidisciplinary team collaboration and education/outreach. These services strive to reduce trauma for child victims by providing a child-focused approach in a safe and supportive environment while improving outcomes for investigations and family stabilization. We do this at no cost to victims, families, community members and multidisciplinary team members.

The requested funding would help offset expenses necessary and not covered by our general grants to maintain consistent delivery service, including line items such as trainings, facility costs, program materials, supplies and contractual services that we rely on to run our programs. While we do receive federal and state grants, it does not cover 100% of our budget and we often are left to raise 16% of our budget every year.

9. Program Goals and Objectives for the proposed year (specific and measurable):

- Goal 1: Increase access to quality services for child victims of abuse and neglect
 - Objective 1.1 Provide direct services (advocacy) to at least 15 children and non-offending caregivers from Newton
 - Objective 1.2 75% of families will receive follow-up advocacy services with feedback opportunities
 - Objective 1.3 Ensure that 100% of children served receive trauma-informed, developmentally appropriate services within 30 days of referral.
- Goal 2: Improve outcomes and reduce the impact of child abuse on victims
 - Objective 2.1 At least 75% of caregivers will report increased knowledge of available resources and victim rights following service delivery.
 - Objective 2.2 The CAC will hold 1 MDT per month for all 3 counties served (3 per month) to ensure that families are served with appropriate services from MDT partners when appropriate.
- Goal 3: Strengthen community awareness, collaboration, and system response to victims
 - Objective 3.1 Conduct 6 community outreach and education events reaching at least 150 individuals.

10. Measures of Program Outcomes (What do City taxpayers get for their investment in your program? Include results from 2026 operations and projections for 2027

Overall, an investment in our programs, is an investment in our future as a community and the children/families that live here. Our work strives that no child victim of abuse is retraumatized, revictimized, and are given a safe space to tell their story so they may start the process of healing. Though we serve a tri-county area, the Newton Police Department has consistently been one of the largest users of our services, and we remain grateful for this strong partnership since opening in 2001. Since 2020, utilization across all programs has steadily increased as we have continued to assess, evaluate, and strengthen services to better meet community needs in the areas we serve.

In 2025 (FY2026)

- we received 28 referrals from Newton Police Department
- presented in 6 schools to 1750 children in USD 373
- held 12 multidisciplinary team meetings
- participated in over a dozen Newton community outreach events or presentations.

***These numbers are a reflection to just our partnership with Newton Police Department and do not reflect the overall number we served in the city of Newton/Harvey County/Tri-County area.

Projected outcomes for 2027 include:

- Continued forensic interviews and family advocacy services for children and non-offending family members affected by abuse and neglect.
- Monthly and ongoing multidisciplinary team coordination with law enforcement, County Attorney, Department of Children and Family Services, school social workers, mental and medical professionals, CAC staff
- Community education and prevention efforts focused on child safety and abuse awareness, mandated reporting trainings, adult presentations
- Increase training opportunities for our multidisciplinary team members provided by the CAC in a variety of topics to improve our response to the cases that come through our office.

City funding would help ensure these critical services remain available locally, reducing barriers for families in crisis and strengthening the overall safety and well-being of the Newton community.

OPERATING BUDGET INFORMATION – SCHEDULE A

Agency: Heart to Heart CAC

	2024 Actual	2025 Actual	2026 Estimate	2027 Proposed	% Change 2026 to 2027
Salaries	173358	209185	262459	271772	3.55%
Benefits	14212	16260	19721	22075	11.94%
Office Supplies	5989	1701	2000	2000	0
Printing	1765	2054	3050	3050	0
Postage	604	320	400	400	0
Telephone	4948	4336	5931	6171	4.05%
Electricity & Gas	6309	6670	7811	8200	4.98%
Rent	21080	13379	14040	14040	0
Building Maintenance	430	209	800	800	0
Insurance	4899	3262	4500	4500	0
Training	9804	8791	5690	9935	74.60%
Mileage	5480	6445	5600	7250	29.46%
Subscriptions, dues	4202	4501	4900	5075	3.57%
Other	11768	29848	29722	31669	6.37%
Total	264848	306961	366,624	386937	5.54%

PROCLAMATION

of

The City of Newton, Kansas

WHEREAS, the City of Newton strives to be a welcoming and vibrant community where all residents can live, learn, work, play and raise a family with dignity, safety, and belonging; and

WHEREAS, Newton recognizes the importance of equality and freedom; and

WHEREAS, strong communities are built when residents of all backgrounds feel valued, connected, and able to fully participate in civic and community life; and

WHEREAS, our nation was founded upon and is guided by a set of principles that includes that every person has been created equal, that each has rights to their life, liberty, and pursuit of happiness, and that each shall be accorded the full recognition and protection of law; and

WHEREAS, members of Newton's LGBTQ+ community contribute to the cultural, civic, educational, and economic vitality of the city and help make Newton a strong and more connected community; and

WHEREAS, the City of Newton is dedicated to fostering respect, inclusion, and opportunity for all residents and to opposing discrimination and bullying based on sexual orientation and gender identity;

NOW, THEREFORE, I Rich Stinnett, Mayor of the City of Newton, Kansas, do hereby proclaim June 2026 as:

PRIDE MONTH

in the City of Newton, Kansas, and urge citizens to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality and liberty.

PASSED AND ADOPTED this 26th day of May, 2026.



Rich Stinnett, Mayor



TO: City Commission
FROM: Daniela Rivas
DATE: May 26, 2026
SUBJECT: Ordinance and Agreement to Rebate Property Taxes for Barkman Honey, LLC

PURPOSE:

For your consideration are an Agreement and Ordinance to provide a property tax rebate to Barkman Honey, LLC in aid of economic development goals in the City. Barkman Honey is honey production principally located in Hillsboro Kansas, but also operates in Newton. They and seek to improve its processing and manufacturing capacity at 1700 SE 9th in Newton.

Barkman currently leases the property from Barkman Properties, LLC, an affiliated holding company, and has requested financial assistance from the City. Through Kansas Constitutional home rule authority, cities can issue funds for economic development through dedicated tax dollars such as what is being proposed here today.

Should you approve the attached Agreement, the City would make periodic and tapered payments to Barkman based on the City's share of assessed property taxes for 1700 SE 9th for the next three years. This incentive is subject to Barkman's continued operation, adherence to the Agreement, and the laws of Newton and Kansas. These rebates are structured at 75% for year 1, 50% for year 2, and 25% for year 3, with a maximum amount \$15,500 total.

Representatives from Barkman, Harvey County EDC, and City Staff are here to answer any questions you may have on the enclosed Agreement and Ordinance.

ATTACHMENTS:

- A. Cost Benefit Analysis
- B. 2025 Property Taxes for 1700 SE 9th
- C. Map and Photo
- D. Home Rule Ordinance
- E. Agreement

FINANCIAL IMPLICATIONS:

Rebates capped at \$15,500 from tax dollars allocated to industrial development.

RECOMMENDATION:

Adopt the Ordinance and approve the Grant Agreement

Attachment A - Cost Benefit Analysis

CEDBR-FISCAL IMPACT MODEL - FIRM DATA SHEET						
COMPANY INFORMATION			VERSION OF ANALYSIS V4			
Company name or project name	Barkman Honey					
Contact name						
Contact telephone number						
Contact e-mail address						
Company NAICS Code - <i>Please select a NAICS code from the list provided. Model parameters are set based on the NAICS selected.</i>	311990 All other food manufacturing					
Substitution Override	0.00%					
Year of application	2025					
SITE LOCATION						
Street Address	1700 SE 9th St		If incentives are being requested for more than one physical location, and these locations are in different taxing jurisdictions, then a separate firm data sheet must be filled out for each location. If the property is located in a special taxing district or industrial zone, please contact CEDBR.			
City	Newton					
County	Harvey					
School District	373 Newton					
Special District	Select					
REAL PROPERTY CONSTRUCTION AND IMPROVEMENTS - <i>If construction is expected to significantly exceed 12-months allocate expenditures to multiple expansions.</i>						
Expansion:	#1	#2	#3	#4	#5	Building: Annualized appreciation / depreciation rate:
Year of expansion	2026					
<i>Market value of firm's initial NEW OR ADDITIONAL investment in:</i>						
Land						0%
Building and improvements	\$2,125,000					
Furniture, fixtures and equipment (including machinery)	\$1,959,000					
<i>Initial construction or expansion:</i>						
Cost of construction at the firm's new or expanded facility	\$2,125,000	\$0	\$0	\$0	\$0	
Share of materials	50%	50%	0%	0%	0%	Off
Share of salaries	50%	50%	0%	0%	0%	Off
<i>Amount of taxable construction materials purchased in:</i>						
City	\$305,988	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$305,988	\$0	\$0	\$0	\$0	On
State (should include city and county amounts)	\$1,062,500	\$0	\$0	\$0	\$0	On
<i>Amount of taxable furniture, fixtures and equipment purchased in:</i>						
City	\$564,169	\$0	\$0	\$0	\$0	On
County (should include city amount)	\$564,169	\$0	\$0	\$0	\$0	On
State (should include city and county amounts)	\$1,959,000	\$0	\$0	\$0	\$0	On

OPERATIONS

First Year of Full Operations As a Result of This Project 2026

New or additional :	Sales	Purchases
Year 1	\$282,977	\$16,781
Year 2	\$291,466	\$17,284
Year 3	\$300,210	\$17,802
Year 4	\$309,216	\$18,337
Year 5	\$318,493	\$18,887
Year 6	\$328,048	\$19,453
Year 7	\$337,889	\$20,037
Year 8	\$348,026	\$20,638
Year 9	\$358,466	\$21,257
Year 10	\$369,220	\$21,895
Year 11	\$380,297	\$22,552
Year 12	\$391,706	\$23,228
Year 13	\$403,457	\$23,925
Year 14	\$415,561	\$24,643
Year 15	\$428,028	\$25,382
Year 16	\$440,869	\$26,144
Year 17	\$454,095	\$26,928
Year 18	\$467,717	\$27,736
Year 19	\$481,749	\$28,568
Year 20	\$496,201	\$29,425
Automated Assumption (On/Off)	On	On
Percent of these sales subject to sales taxes in the:	Sales	Purchases
City	0.0%	0.0%
County	0.0%	0.0%
State	0.0%	0.0%
Annual net taxable income, as a percent of sales, on which state corporate income taxes will be computed:		10.0%

EMPLOYMENT

Number of NEW employees to be hired each year as a result of this project	Kansas Total (Net new each year)	#Out-of-State	#Out-of-county (From KS)	Remote Worker (out-of-state)	Weighted AVG Annual Salary	Weighted AVG Bonus & Overtime
Year 1	6	0	0	0	\$40,000	\$0
Year 2	2	0	0	0	\$41,200	\$0
Year 3	2	0	0	0	\$42,436	\$0
Year 4	1	0	0	0	\$43,709	\$0
Year 5	1	0	0	0	\$45,020	\$0
Year 6		0	0	0	\$46,371	\$0
Year 7		0	0	0	\$47,762	\$0
Year 8		0	0	0	\$49,195	\$0
Year 9		0	0	0	\$50,671	\$0
Year 10		0	0	0	\$52,191	\$0
Year 11		0	0	0	\$53,757	\$0
Year 12		0	0	0	\$55,369	\$0
Year 13		0	0	0	\$57,030	\$0
Year 14		0	0	0	\$58,741	\$0
Year 15		0	0	0	\$60,504	\$0
Year 16		0	0	0	\$62,319	\$0
Year 17		0	0	0	\$64,188	\$0
Year 18		0	0	0	\$66,114	\$0
Year 19		0	0	0	\$68,097	\$0
Year 20		0	0	0	\$70,140	\$0
Automated Assumption (On/Off)		On	On		On	On
Notes	FTE: 40-hours=1; 20-hours=0.5	The assumption will be based on county specific labor slack and historic migration trends.		Only include workers related to this project.	Include future raises (Nominal values)	Include future increases (Nominal values)

VISITORS - Include customers, vendors and company employees from other locations in the count of visitors

Number of ADDITIONAL visitors expected as a result of this project	Out-of-county	In county
Year 1	0	-
Year 2	0	-
Year 3	0	-
Year 4	0	-
Year 5	0	-
Year 6	0	-
Year 7	0	-
Year 8	0	-
Year 9	0	-
Year 10	0	-
Year 11	0	-
Year 12	0	-
Year 13	0	-
Year 14	0	-
Year 15	0	-
Year 16	0	-
Year 17	0	-
Year 18	0	-
Year 19	0	-
Year 20	0	-

	Out-of-county	In county
Number of days	0.0	0.0
Number of nights	0.0	0.0

Percent of visitors traveling:

on business	0%
for leisure	0%

Percentage of visitor's expenditures spent in:

	Out-of-county	In county
the same city	0%	0%
the same county	0%	0%
in Kansas	0%	0%

Net fiscal impact:

PAYMENT BY THE COMPANY TO TAXING JURISDICTIONS - Such as payments in lieu of taxes

Firm payments to the:	City	County	State	School District
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				

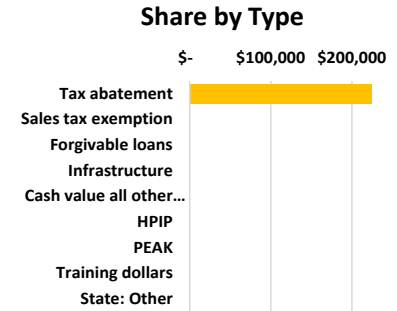
CEDBR-FISCAL IMPACT MODEL - INCENTIVE INFORMATION			
CONTACT INFORMATION FOR CEDBR REGARDING INCENTIVE AMOUNTS			
Contact name			
Contact telephone number			
Contact e-mail address			
SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS			
	Yes/No	% funded by IRB	
EXPANSION #1	no	0.0%	
EXPANSION #2	no	0.0%	
EXPANSION #3	no	0.0%	
EXPANSION #4	no	0.0%	
EXPANSION #5	no	0.0%	
SALES TAX EXEMPTION FOR OPERATIONS			
Value of sales tax exemption for OPERATIONS:	City	County	State
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
PROPERTY TAX ABATEMENT			
Property tax abatement - Real property land and buildings			
Number of Years	3 Year (Staggered)		
Percentage	Yr 1 - 75%, Y4 2 - 50%, Yr 3 - 25%		
Property tax abatement - Machinery and equipment			
Number of Years	0		
Percentage	0.0%		

FORGIVABLE LOANS - Cash value			
Forgivable loans (cash value):	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			
INFRASTRUCTURE IMPROVEMENTS - Cash value			
	CITY	COUNTY	STATE
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			

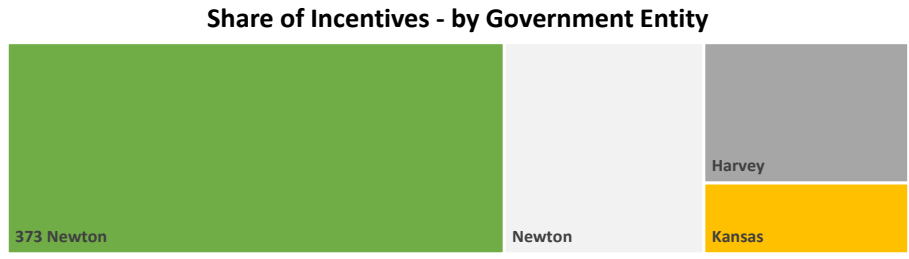
OTHER INCENTIVES - Cash value				
	CITY	COUNTY	STATE	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				
STATE PROGRAMS - Cash value				
	HPIP	PEAK	TRAINING	OTHER
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				
Year 6				
Year 7				
Year 8				
Year 9				
Year 10				
Year 11				
Year 12				
Year 13				
Year 14				
Year 15				
Year 16				
Year 17				
Year 18				
Year 19				
Year 20				

FISCAL IMPACT

INCENTIVE SUMMARY					
	City	County	State	School District	Special District
	Newton	Harvey	Kansas	373 Newton	Select
Tax abatement	\$ 49,809	\$ 33,970	\$ 17,133	\$ 123,962	\$ -
Sales tax exemption	\$ -	\$ -	\$ -		
Forgivable loans	\$ -	\$ -	\$ -		
Infrastructure	\$ -	\$ -	\$ -		
Cash value all other incentives	\$ -	\$ -	\$ -		
HPIP			\$ -		
PEAK			\$ -		
Training dollars			\$ -		
State: Other			\$ -		
Total	\$ 49,809	\$ 33,970	\$ 17,133	\$ 123,962	\$ -



TAX ABATEMENT PARAMETERS	
<i>Real Property</i>	
Number of years	3 Year (Staggered)
Percentage	Yr 1 - 75%, Y4 2 - 50%, Yr 3 - 25%
<i>Personal Property</i>	
Number of years	0
Percentage	0.0%



	City		County		State	
	Newton		Harvey		Kansas	
	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$254,325	\$467,035	\$176,337	\$323,189	\$1,416,054	\$2,496,464
<i>Rate of Return on Investment</i>						
Net public benefits	\$254,325	\$467,035	\$176,337	\$323,189	\$1,416,054	\$2,496,464
Public costs	\$47,049	\$47,049	\$32,088	\$32,088	\$32,362	\$45,430
ROI	540.5%	992.6%	549.5%	1007.2%	4375.6%	5495.1%
<i>Benefit-Cost Ratio</i>						
Public benefits	\$301,374	\$514,084	\$208,424	\$355,276	\$1,448,416	\$2,541,894
Public costs	\$47,049	\$47,049	\$32,088	\$32,088	\$32,362	\$45,430
Benefit-Cost Ratio	6.41	10.93	6.50	11.07	44.76	55.95

A 10-year period accounts for a business or economic cycle. Estimates beyond that period of time include increased risk and decreased accuracy due to market volatility and changes in public policy.

A benefit-cost ratio over 1 equates to public benefits being greater than public costs during the period.

	School District 373 Newton		Special District Select	
	10-year period	20-year period	10-year period	20-year period
Present value of net benefits	\$647	\$74,424	\$0	\$ -
<i>Rate of Return on Investment</i>				
Net public benefits	\$647	\$74,424	\$0	\$0
Public costs	\$132,880	\$156,937	\$0	\$0
ROI	0.5%	47.4%	NA	NA
<i>Benefit-Cost Ratio</i>				
Public benefits	\$133,527	\$231,361	\$0	\$0
Public costs	\$132,880	\$156,937	\$0	\$0
Benefit-Cost Ratio	1.00	1.47	NA	NA

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

This analysis requires CEDBR to make predictive forecasts, estimates and/or projections (hereinafter collectively referred to as "FORWARD-LOOKING STATEMENTS"). These FORWARD-LOOKING STATEMENTS are based on information and data provided by others and involve risks, uncertainties and assumptions that are difficult to predict. The FORWARD-LOOKING STATEMENTS should not be considered as guarantees or assurances that a certain level of performance will be achieved or that certain events will occur. While CEDBR believes that all FORWARD-LOOKING STATEMENTS it provides are reasonable based on the information and data available at the time of writing, actual outcomes and results are dependent on a variety of factors and may differ materially from what is expressed or forecast. CEDBR does not assume any responsibility for any and all decisions made or actions taken based upon the FORWARD-LOOKING STATEMENTS provided by CEDBR.

CEDBR-FISCAL IMPACT MODEL - RESULTS



1845 Fairmount St.
Wichita, Kansas 67260-0121
(316) 978-3225

DATE OF ANALYSIS 4/17/2026
TIME OF ANALYSIS 11:03 AM

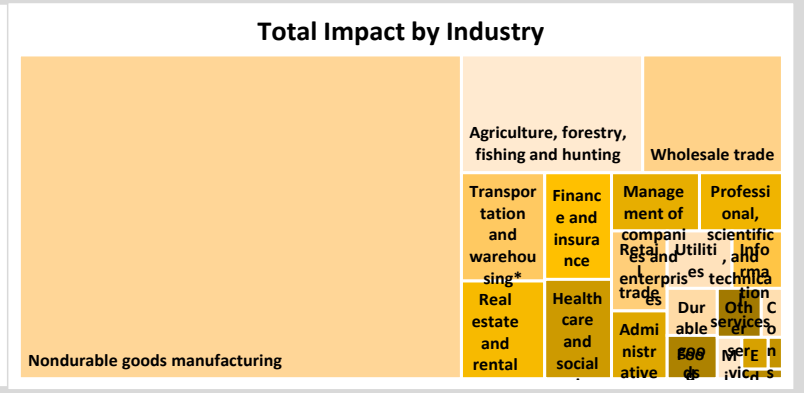
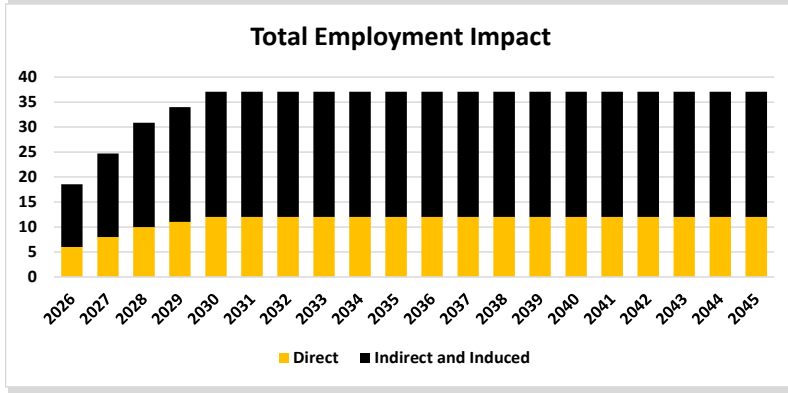


FIRM IMPACT **VERSION OF ANALYSIS V4**

FIRM SUMMARY		
Company Name	Barkman Honey	
	10-year period	20-year period
Number of new jobs	12	12
Amount of payroll	\$4,969,281	\$12,364,399
Amount of capital investment	\$4,084,000	\$4,084,000
Land	\$0	\$0
Buildings	\$2,125,000	\$2,125,000
Machinery and Equipment	\$1,959,000	\$1,959,000
Substitution percentage	0.0%	OVERIDDEN

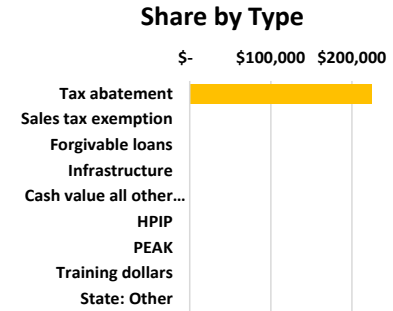
IMPACT SUMMARY			
	Construction	Firm	
	Total	10-year period	20-year period
Jobs			
Direct	17	12	12
Total	32	37	37
Payroll earnings			
Direct	\$1,062,500	\$4,969,281	\$12,364,399
Total	\$1,742,819	\$14,966,480	\$37,239,096
Multiplier			
Jobs	1.81	3.09	
Earnings	1.64	3.01	

Firm NAICS code: 311990 All other food manufacturing

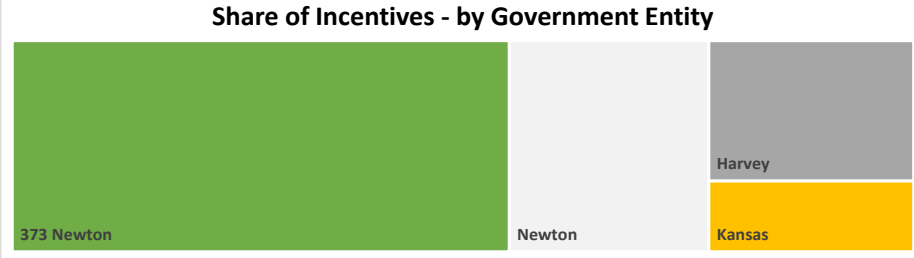


FISCAL IMPACT

INCENTIVE SUMMARY					
	City	County	State	School District	Special District
	Newton	Harvey	Kansas	373 Newton	Select
Tax abatement	\$ 49,809	\$ 33,970	\$ 17,133	\$ 123,962	\$ -
Sales tax exemption	\$ -	\$ -	\$ -		
Forgivable loans	\$ -	\$ -	\$ -		
Infrastructure	\$ -	\$ -	\$ -		
Cash value all other incentives	\$ -	\$ -	\$ -		
HPIP			\$ -		
PEAK			\$ -		
Training dollars			\$ -		
State: Other			\$ -		
Total	\$ 49,809	\$ 33,970	\$ 17,133	\$ 123,962	\$ -



TAX ABATEMENT PARAMETERS	
<i>Real Property</i>	
Number of years	3 Year (Staggered)
Percentage	Yr 1 - 75%, Y4 2 - 50%, Yr 3 - 25%
<i>Personal Property</i>	
Number of years	0
Percentage	0.0%



CITY - FISCAL IMPACT - Newton								
	Total		General Fund		Debt Service			
	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period		
Present value of net benefits	\$254,325	\$467,035	\$172,041	\$316,837	\$82,284	\$150,198		
<i>Rate of Return on Investment</i>								
Net public benefits	\$254,325	\$467,035	\$172,041	\$316,837	\$82,284	\$150,198		
Public costs	\$47,049	\$47,049	\$32,652	\$32,652	\$14,397	\$14,397		
ROI	540.5%	992.6%	526.9%	970.3%	571.5%	1043.2%		
<i>Benefit-Cost Ratio</i>								
Public benefits	\$301,374	\$514,084	\$204,693	\$349,489	\$96,681	\$164,595		
Public costs	\$47,049	\$47,049	\$32,652	\$32,652	\$14,397	\$14,397		
Benefit-Cost Ratio	6.41	10.93	6.27	10.70	6.72	11.43		
	County		State		School District		Special District	
	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period	10-year period	20-year period

A 10-year period accounts for a business or economic cycle. Estimates beyond that period of time include increased risk and decreased accuracy due to market volatility and changes in public policy.

A benefit-cost ratio over 1 equates to public benefits being greater than public costs during the period of time.

Present value of net benefits	\$176,337	\$323,189	\$1,416,054	\$2,496,464	\$647	\$74,424	\$0	\$-
<i>Rate of Return on Investment</i>								
Net public benefits	\$176,337	\$323,189	\$1,416,054	\$2,496,464	\$647	\$74,424	\$0	\$0
Public costs	\$32,088	\$32,088	\$32,362	\$45,430	\$132,880	\$156,937	\$0	\$0
ROI	549.5%	1007.2%	4375.6%	5495.1%	0.5%	47.4%	NA	NA
<i>Benefit-Cost Ratio</i>								
Public benefits	\$208,424	\$355,276	\$1,448,416	\$2,541,894	\$133,527	\$231,361	\$0	\$0
Public costs	\$32,088	\$32,088	\$32,362	\$45,430	\$132,880	\$156,937	\$0	\$0
Benefit-Cost Ratio	6.50	11.07	44.76	55.95	1.00	1.47	NA	NA

In the preparation of this report, the Center for Economic Development and Business Research assumed that all information and data provided by the applicant or others is accurate and reliable. CEDBR did not take extraordinary steps to verify or audit such information, but relied on such information and data as provided for purposes of the project.

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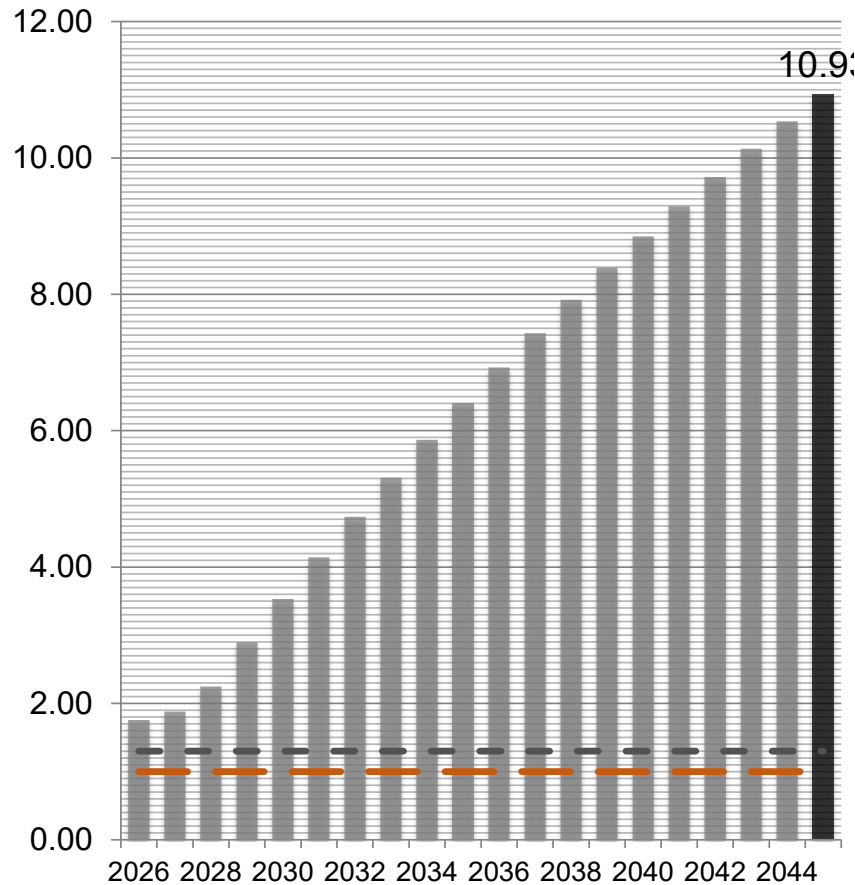


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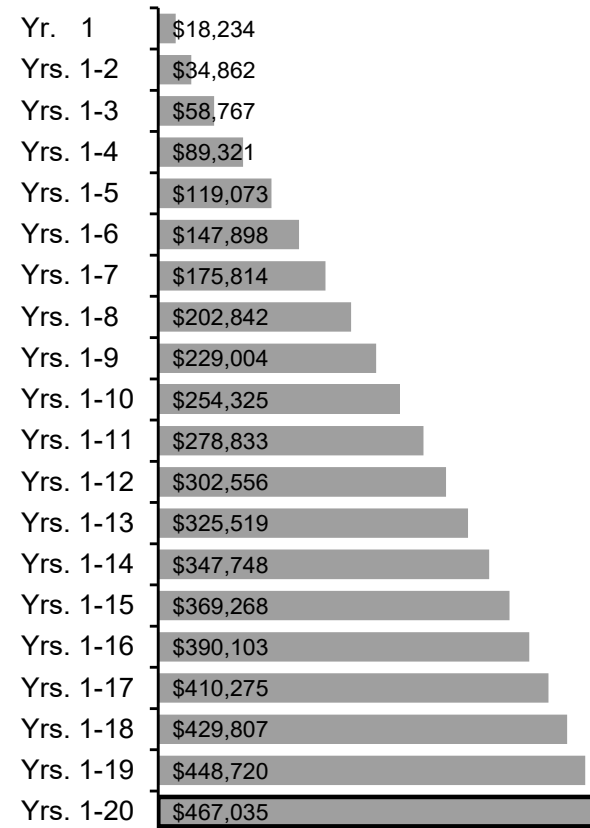
Project or Company Name: Barkman Honey
 4/17/2026

Newton - Total

Benefit-Cost Ratio



Present Value of Net Benefits



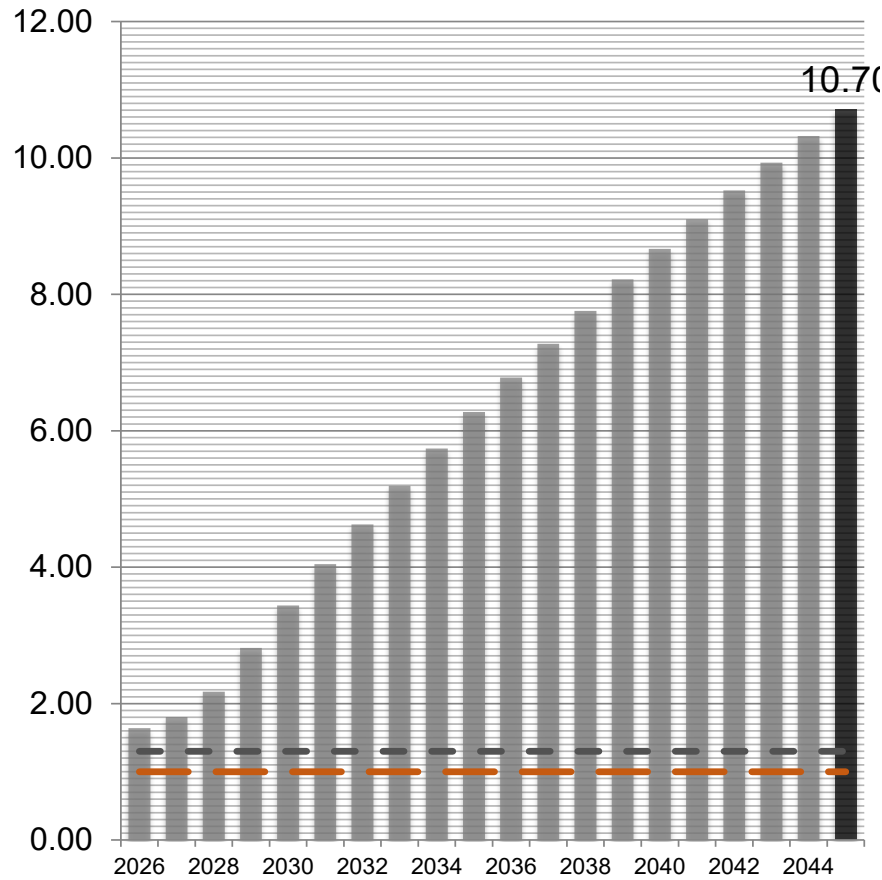


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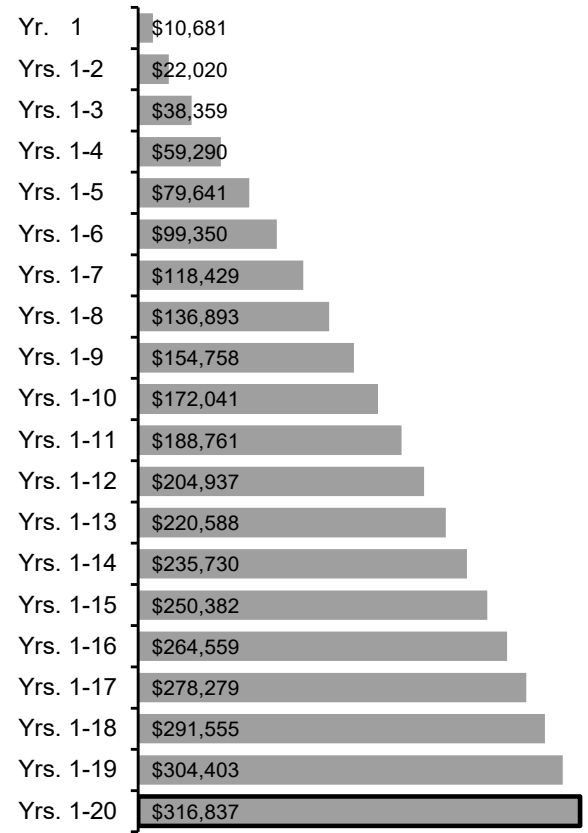
Project or Company Name: Barkman Honey
 4/17/2026

Newton - General Fund

Benefit-Cost Ratio



Present Value of Net Benefits



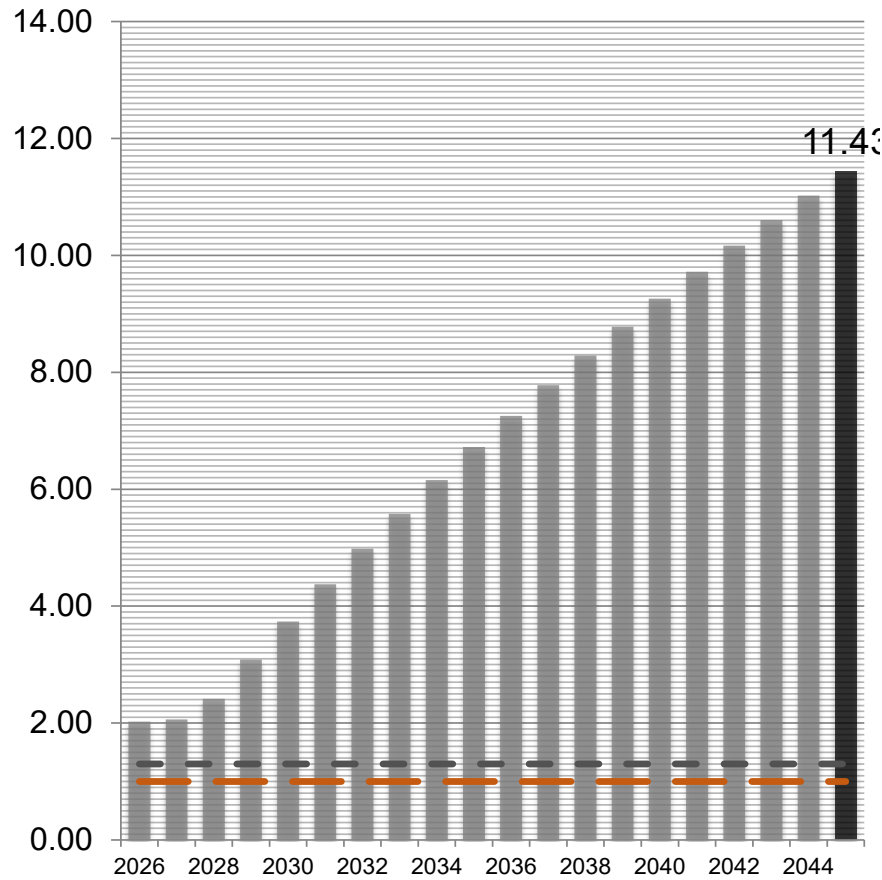


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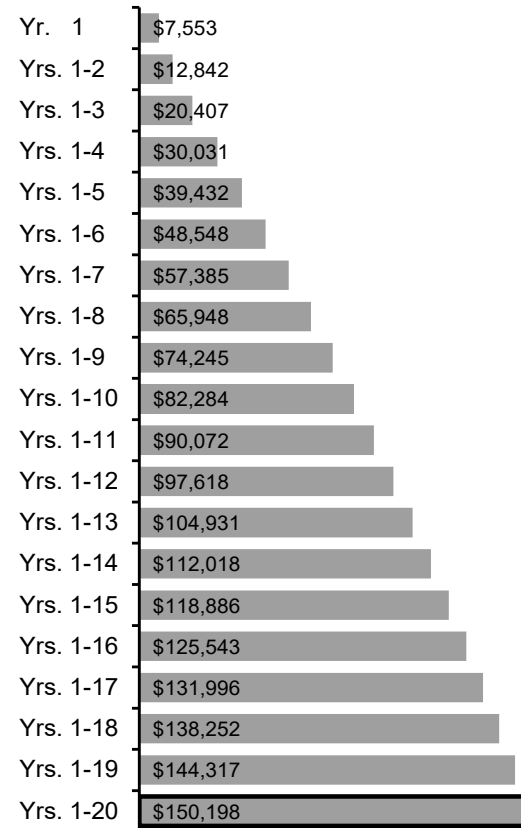
Project or Company Name: Barkman Honey
 4/17/2026

Newton - Debt Service

Benefit-Cost Ratio



Present Value of Net Benefits



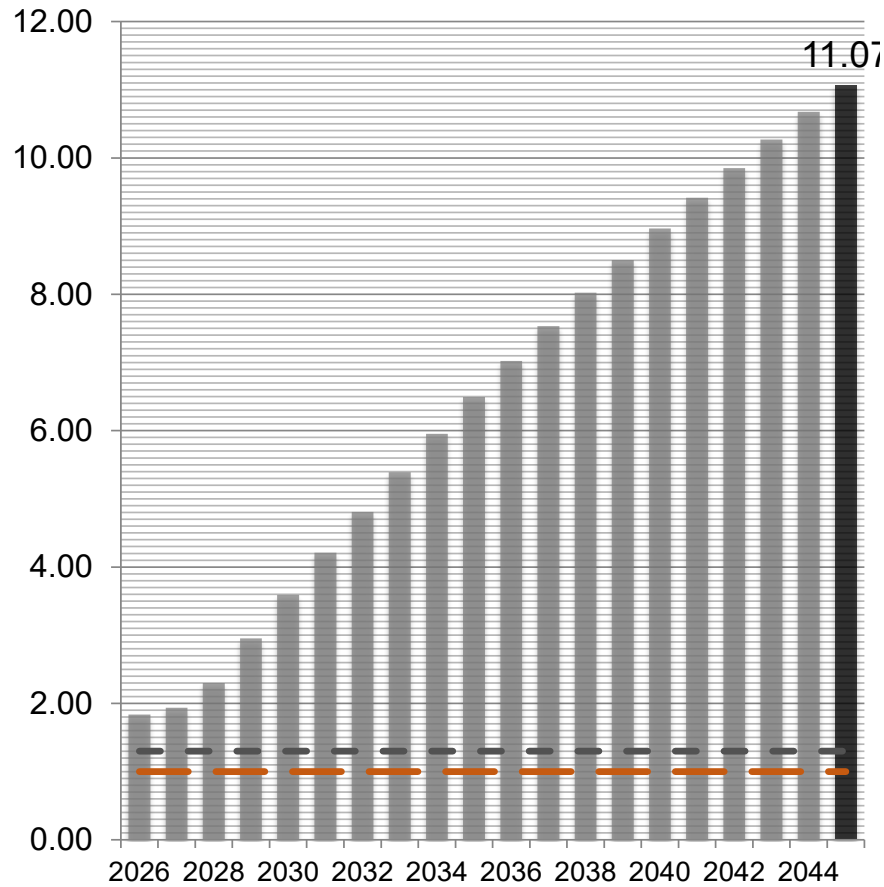


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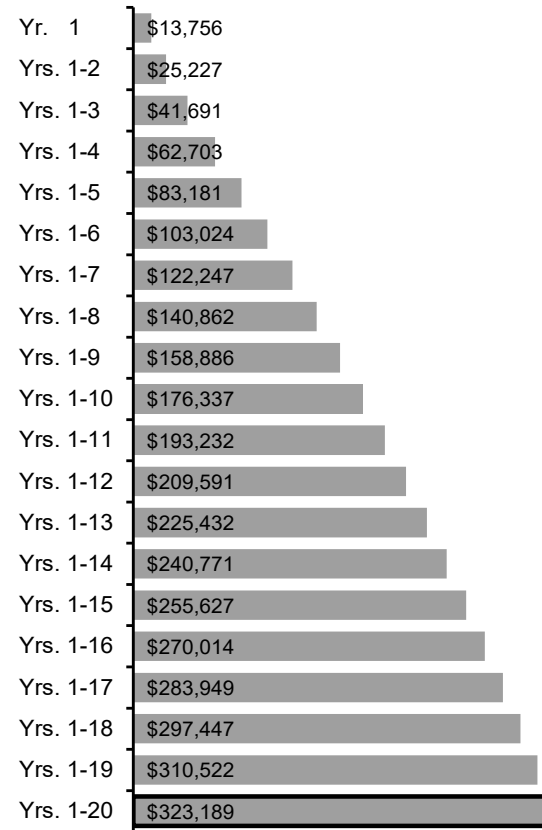
Project or Company Name: Barkman Honey
 4/17/2026

Harvey

Benefit-Cost Ratio



Present Value of Net Benefits





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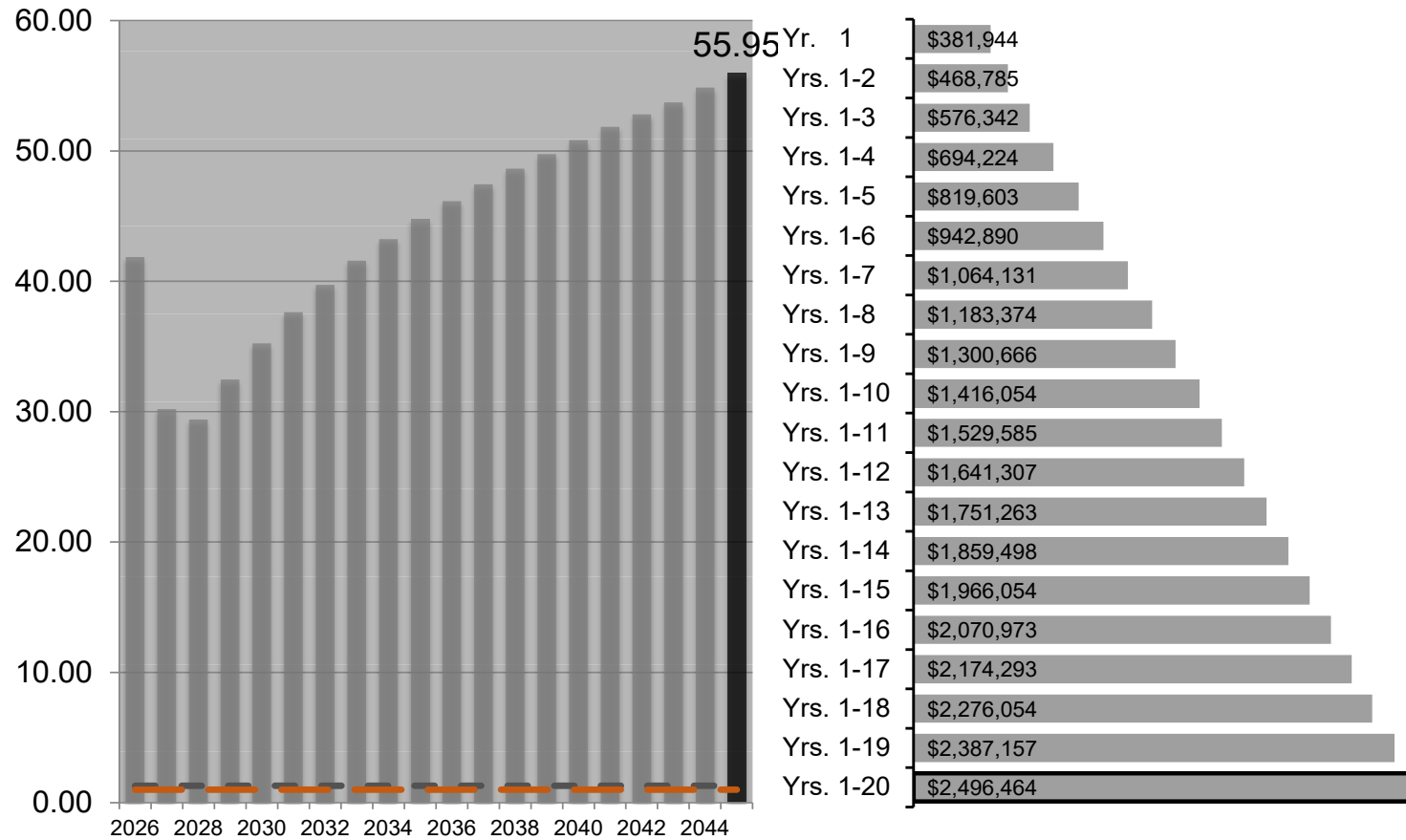
Project or Company Name: Barkman Honey

4/17/2026

Kansas

Benefit-Cost Ratio

Present Value of Net Benefits



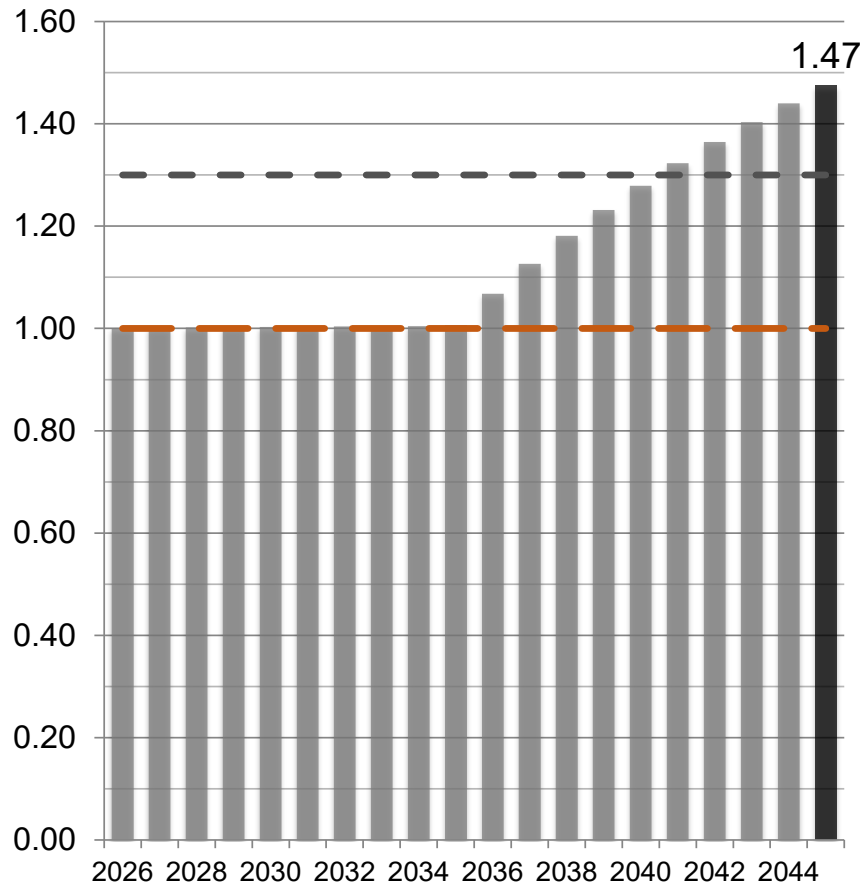


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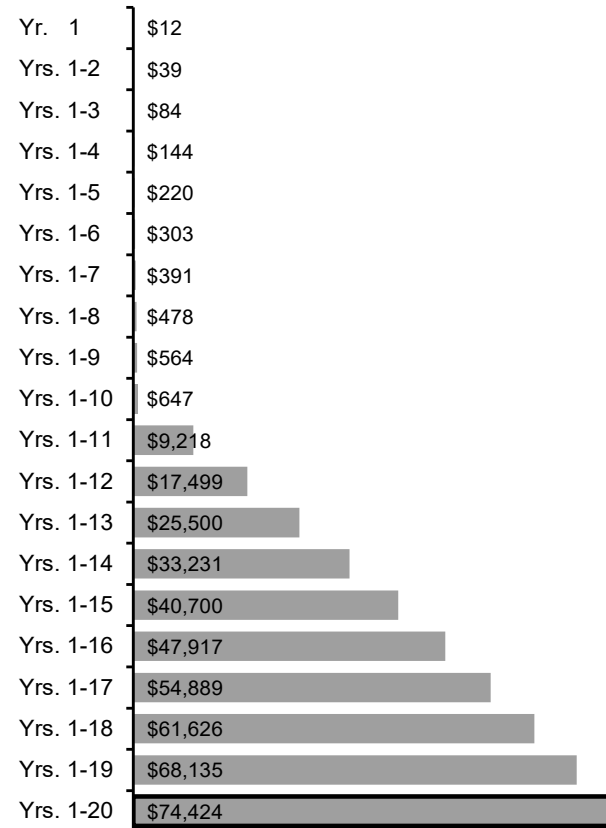
Project or Company Name: Barkman Honey
 4/17/2026

373 Newton

Benefit-Cost Ratio




Present Value of Net Benefits



Attachment B - 2025 Property Taxes for 1700 SE 9th

PROPERTY TAX INFORMATION



Database was last updated on 05/06/2026 [Return To County Website](#) [Logout](#)

Tax Statement Details

Type	CAMA Number	Tax Identification
RL	095 22 0 30 02 009 00 0 01	004-11749
Owner ID	BARK00070	BARKMAN PROPERTIES LLC
1700 SE 9TH		67114
Subdivision	NEWTON AREA INDUSTRIAL PA	Block 1 Lot(s) Section 22 Township 23 Range 01
Tract 1 11749		

[Current Taxes](#)
[Current Real Estate Detail](#)
[Print Friendly Version](#)

Statement # 0003109

Details

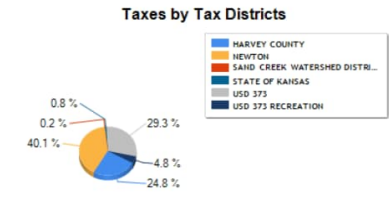
Total Assessed Value:	\$142,568.00
Total Mill Levy:	180.31700
General Tax:	\$25,707.44
Specials:	\$39.00
Total Tax:	\$25,746.44
Received To Date:	\$25,746.44
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
10534	12/10/2025	2025	\$12,873.22	\$0.00
20408	4/20/2026	2025	\$12,873.22	\$0.00

For delinquent tax pay off amount contact Harvey County Treasurer.

[Back To Search Results](#)
[Back To Search Criteria](#)



Attachment C - Map and Photo





Attachment D - Home Rule Ordinance

ORDINANCE NO. _____-26

**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.**

WHEREAS, representatives of the City of Newton, Kansas (the “City”) have had discussions with Barkman Honey, LLC (the “Company”) regarding the Company’s recent expansion into an additional manufacturing and processing facility in the City;

WHEREAS, the governing body of the City has considered the needs of the City for the manufacturing facility to promote the stimulation and fostering of economic development in the City and its environs in order to enhance and provide for the general and economic development and welfare of the City and its citizens; and

WHEREAS, the Company leases real property and the building located at 1700 SE 9th Street in the City (the “Facility”) for use in the Company’s manufacturing and processing of food products; and

WHEREAS, the City and the Company have reached an agreement to provide certain incentives associated with manufacturing activities at the Company’s manufacturing facility in Newton as contained in a certain Grant Agreement by and between the City and the Company dated May 26th, 2026, (hereinafter the “Grant Agreement”); and

WHEREAS, K.S.A. 12-1617h (the “Act”) authorizes the City to levy a tax and expend public funds for economic development purposes, but by its terms, the Act is not the exclusive means of providing such funds and recognizes and acknowledges that the City may, in its discretion, exercise any other lawful authority to provide funds for such purposes; and

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the “Home Rule Amendment”) empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the City is a “city” within the meaning of the Home Rule Amendment; and

WHEREAS, there is no enactment of the Kansas legislature which prohibits a city from providing funds for economic development grants; and

WHEREAS, the Governing Body of the City has found and determined, and hereby finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development of the City, to authorize by home rule ordinance the economic development grants to the Company.

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

SECTION 1. Economic Development. The Governing Body of the City hereby finds and determines that the Facility will stimulate and foster economic development in the City and its environs in order to enhance and provide for the general and economic development and welfare of the City and its citizens.

SECTION 2. Grant Authorization. The economic development grant to be made by the City will be paid from the proceeds of taxes received by the City in an amount not to exceed \$15,500.

SECTION 3. Further Authority. The officials of the City, the City's attorney and other consultants are authorized to proceed with such planning and document preparation as necessary under the Grant Agreement and other legal documents necessary in order to comply with the intent of this Ordinance, subject to final approval of such documents by the governing body.

SECTION 4. Effective Date. This Home Rule Ordinance shall be effective from and after final passage by the governing body and its summary's publication in the City's official newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Newton, Kansas on May 26, 2026 and signed by the Mayor.

Rich Stinnett, Mayor

ATTEST:

Denise R. Duerksen, Clerk

Attachment E - Agreement

GRANT AGREEMENT

This Grant Agreement is entered into and effective as of the date last written below between the City of Newton, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas (hereinafter “City”) and Barkman Honey, LLC, (“Barkman Honey”) a Kansas limited liability company.

RECITALS

WHEREAS, Barkman Honey is a manufacturer located in the City which leases real property and the building improvements located thereon at 1700 SE 9th Street in the City (the “Leased Premises”).

WHEREAS, the City desires to retain Barkman Honey in the City, and the City and Barkman Honey have discussed the City providing certain incentives to Barkman Honey to occupy the Leased Premises and continue its operations and to increase employment.

WHEREAS, the City has determined that it is in the best interest of the City, to provide for a grant to Barkman Honey equal to the City’s portion of property taxes on the Leased Premises actually received for the 2026, 2027, and 2028 tax years.

THEREFORE, the Parties agree as follows:

Section 1. City Powers.

The City hereby represents and warrants that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority. Notwithstanding the foregoing, the right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas.

Section 2. Representations of Barkman Honey.

Barkman Honey makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

a. *Due Authority.* Barkman Honey has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Barkman Honey, enforceable in accordance with its terms.

b. *Operations in Leased Premises.* The operations by Barkman Honey in the Leased Premises shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. Barkman Honey shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the Leased Premises and operation of Barkman Honey, including but not limited to obtaining all necessary permits and licenses and paying any necessary fees to obtain required permits and licenses.

c. *No Violation of Law.* To Barkman Honey's knowledge following reasonable inquiry, the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any material agreement or instrument to which it is now a party, and do not constitute a default under any of the foregoing.

d. *No Litigation.* No litigation, proceedings or investigations are pending or, to the knowledge after reasonable inquiry of Barkman Honey (including the knowledge after reasonable inquiry of any officer of Barkman Honey executing this Agreement), threatened against Barkman Honey. In addition, no litigation, proceedings or investigations are pending or, to the knowledge after reasonable inquiry of Barkman Honey (including the knowledge after reasonable inquiry of any officer of Barkman Honey executing this Agreement), threatened against Barkman Honey seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Barkman Honey to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Barkman Honey of, the terms and provisions of this Agreement.

e. *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Barkman Honey under this Agreement, or any other material agreement or material instrument to which Barkman Honey is a party or by which Barkman Honey is or may be bound.

f. *Compliance with Laws.* To Barkman Honey's knowledge after reasonable inquiry, Barkman Honey is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

g. *Other Disclosures.* The information furnished to the City by Barkman Honey regarding Barkman Honey and the Leased Premises are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 3. Transfer of Obligations.

a. The rights, duties and obligations hereunder of Barkman Honey may not be assigned, in whole or in part, to another person or entity except (i) with the prior written approval of the City Commission of the City, which approval shall not be unreasonably withheld, following verification by the City Attorney that the assignment complies with the terms of this Agreement, or (ii) to a person or entity that acquires all or substantially all of the assets of Barkman Honey. The City shall not be obligated hereunder to make any payments to any assignee of Barkman Honey unless and until the assignment is made in accordance with the preceding sentence.

b. During the term of this Agreement, Barkman Honey shall not, without prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed, make any total or partial sale, transfer, conveyance, assignment or lease of the Leased Premises except in connection with the sale of all or substantially all of the assets of Barkman Honey or as permitted by this Agreement and the lease with the owner of the Leased Premises.

Section 4. Payments of Grant.

a. Beginning the 2026 tax year, the City will make economic development grants to Barkman Honey each year for three (3) years in arrears at 75% for the first year, 50% for the second year, and 25% for the third year in proportion to the City of Newton's proportion of property taxes on the Leased Premises up to a total grant amount not to exceed \$15,500.

b. The City shall pay the above within thirty (30) days after receipt by the City of any payment of property taxes on the Leased Premises.

Section 5. Events of Default. The following events shall constitute an "Event of Default" under this Agreement.

a. Breach by Barkman Honey of any representation, covenant, condition or agreement under this Agreement, for a period of 30 days after written notice of such default has been given to the Barkman Honey by City during which time such default is neither cured by Barkman Honey nor waived in writing by City, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, City may consent in writing to an extension of such time prior to its expiration and City will not unreasonably withhold their consent to such an extension if corrective action is instituted within the 30-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of City.

b. Breach by City of any representation, covenant, condition or agreement under this Agreement, for a period of 30 days after written notice of such default has been given to the City by Barkman Honey during which time such default is neither cured by the City nor waived in writing by Barkman Honey, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, Barkman Honey may consent in writing to an extension of such time prior to its expiration and Barkman Honey will not unreasonably withhold their consent to such an extension if corrective action is instituted within the 30-day period and diligently pursued to

completion and if such consent, in their judgment, does not materially adversely affect the interests of Barkman Honey.

c. Barkman Honey closes or abandons its operations at the Leased Premises prior to receipt of the aggregate amount of the grant.

Section 6. Remedies for an Event of Default.

a. Whenever any Event of Default by Barkman Honey shall have occurred and be continuing, subject to applicable cure periods, the City may take any one or more of the following remedial steps:

- i. Refuse to make any grant payments to Barkman Honey or any assignee of Barkman Honey;
- ii. Terminate this Agreement; or
- iii. The City may pursue recovery of damages..

Notwithstanding the foregoing, Barkman Honey's liability for any and all Events of Default, collectively, shall be limited to the actual portion of the Grant money received by Barkman Honey and under no circumstances shall Barkman Honey be liable for any remote, consequential, or other damages in excess of such amount and on refunding or paying of such amount, Barkman Honey will be forever released and discharged from any and all claims and losses arising out of such Events of Default..

b. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, Barkman Honey may take any one or more of the following remedial steps:

- i. Terminate this Agreement;
- ii. Barkman Honey may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of Barkman Honey under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by Barkman Honey resulting from such City default.

The City's liability for monetary amounts shall be limited to the actual amount, if any, and under no circumstances shall Barkman Honey be liable for any remote or consequential damages; provided, that the City's liability for monetary amounts shall be limited to \$15,500.

c. For the purposes of any of the provisions of this Agreement, no Party nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage, destruction by fire or other casualty, strike, shortage of material, unusually adverse weather condition such as, by way of illustration and not

limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder or during any delay after.

Section 7. General Provisions.

a. *Immunity of Officers, Employees and Agents of the City.* No recourse shall be had for the payment of the grant, or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, employee or agent of the City shall be personally liable to Barkman Honey, or any successor in interest, for any default or breach by the City.

b. *Required Disclosures.* Prior to the receipt of grant payments under this Agreement, Barkman Honey shall promptly (and in any event within 30 days of the date Barkman Honey becomes aware of such material event) notify the City of the occurrence of any material event which would cause any of the information furnished to the City by Barkman Honey regarding Barkman Honey and the Leased Premises to contain any untrue statement of any material fact.

c. *Amendment.* This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of the City Commission of the City approving said amendment, as provided by law, and by the execution of said amendment by Barkman Honey and the City or their successors in interest.

d. *Severability.* If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

e. *No Other Agreement.* Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter of economic development incentives and is a full integration of the agreement of the parties.

f. *Kansas Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Harvey County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

g. *Notice.* All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To Barkman Honey:
Attn: Brent Barkman
120 Santa Fe Street
Hillsboro, Kansas 67063
bbarkman@barkmanhoney.com

To the City:
City of Newton, Kansas
Attn: City Manager
201 E. 6th Street
Newton, Kansas 67114
drivas@newtonkansas.com

and a copy to:

City of Newton, Kansas
Attn: City Attorney
201 E. 6th Street
Newton, Kansas 67114
law@newtonkansas.com

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

h. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

i. *Consent or Approval.* Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

j. *Continued Cooperation of Parties.* Each party agrees that, upon the request of the other, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CITY OF NEWTON, KANSAS

Rich Stinnett, Mayor

ATTEST:

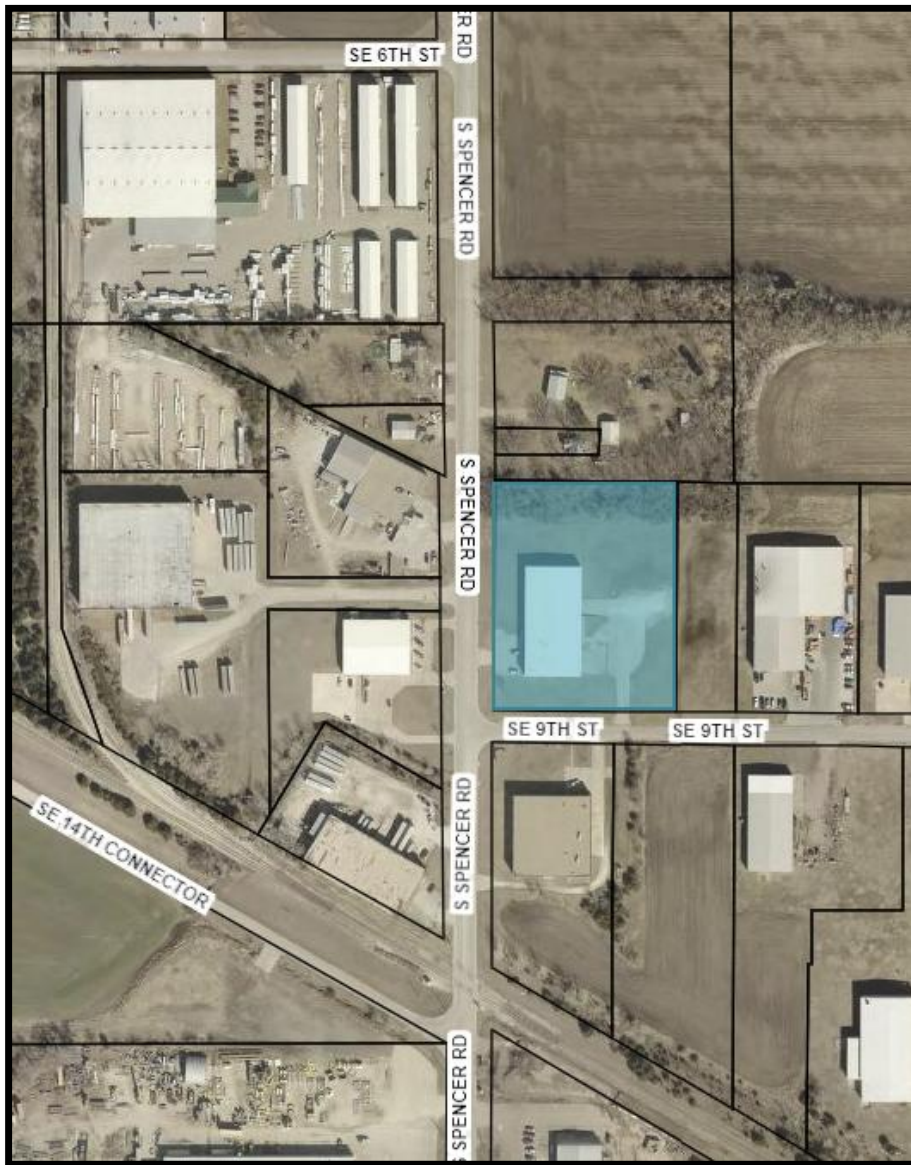
Denise R. Duerksen, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND MAP

1700 Southeast 9th Street, Newton, Harvey County, Kansas, *to wit*:

Newton Area Industrial Park, Section 22, Township 23, Range 01 East, Block 1, Lot 1, and West half of Lot 2.





TO: City Commission
FROM: Ed Bonham
DATE: May 26, 2026
SUBJECT: Zoning Amendment - 320 South Pine

PURPOSE:

Attached for your consideration is an ordinance for a zoning district amendment which was submitted to the Newton Area Planning Commission and considered at their May 4th meeting. The applicants Ryan and Christie Mayhew requests that the property generally located at 320 South Pine be rezoned from a P-O (Professional Office District) zoning classification to an R-1 (Single Family Dwelling District). See attached for a map that depicts the area subject to the zoning amendment. The Planning Commission conducted a public hearing at their meeting and approved the zoning change by unanimous vote (6-0).

As you recall, R-1 zoning is our standard single-family residential zoning district. P-O zoning is a professional office district typically used for low intensity business and professional services. Below is a comparative table showing the shared and differing allowances in R-1 and P-O zoning districts.

PP=Primary Permitted
 PA=Primary Accessory
 SU=Special Use Permit

	R-1	P-O
RESIDENTIAL		
Single-family dwellings	PP	PP

	R-1	P-O
Townhome dwellings		PP
Two-family dwellings		PP
Multi-family dwellings		PP
Residential-design manufactured homes (see district regulations)	PP	
CIVIC AND COMMERCIAL		
Accessory Apartment	SU	
Accessory Dwelling Unit	SU	
Accessory parking and loading areas subject to Article XI	PA	
Accessory signs subject to Article XII	PA	
Agricultural uses in floodplain	SU	
Any public building erected on land used by any department of the City, county, state, or federal government	SU	PP
Bed-and-Breakfast Facility	SU	
Buildings and Uses customarily incidental to a permitted use		PA
Cemeteries	SU	

	R-1	P-O
Childcare centers	SU	PP
Chimneys, monuments, spires, church steeples, radio and television antennas may be erected to a height not to exceed sixty (60) feet.	PA	PP
Churches and other places of worship	PP	PP
Day Care Homes	PP	PP
Financial institutions		PP
Government buildings.		PP
Group Residential.	SU	SU
Historical sites and structures	PP	PP
Home occupations	PA	
Hospitals, sanitariums, rest homes, and nursing homes	SU	SU
Institutions of higher learning.		PP
Libraries, schools, and museums	PP	PP
Medical and Dental diagnostic laboratories, with the exclusion of offices or facilities in which on-site health care treatment of patients is provided.		PP

	R-1	P-O
Medical offices or clinical facilities in which on-site health care treatment of patients is provided.		SU
Office, Professional, Governmental, and Business, with the exclusion of offices in which on-site health care treatment of patients is provided.		PP
Private recreational facilities such as golf courses, tennis and swimming clubs.	SU	
Public and private schools		PP
Public or private parking lots providing such land lies within three hundred (300) feet of a commercial, professional office, or industrial district.	SU	PP
Public parks and playgrounds	PP	PP
Publishing, job printing, lithographing, etc., but not within 100 feet of any residential district.		PP
Rights-of-way, appurtenances for public utilities and railroads	PP	PP

	R-1	P-O
Social halls, meeting rooms, convention and catering facilities whether commercial or nonprofit.		PP
Subordinate buildings and uses normally appurtenant to single-family residential uses, such as garages, tool sheds, swimming pools and other recreational structures and equipment.	PA	
Telephone exchanges.		PP

Any other business determined by the Zoning Administrator to be of the same general character as the above-listed uses.

Attachments:

- A. Zoning District Amendment Applications
- B. Property Ownership List
- C. Affidavits of Publication and Notification for Public Hearing
- D. Current Zoning Map
- E. Future Land Use Map – Comprehensive Plan (ReNewton)
- F. Photo of property
- G. Ordinance

FINANCIAL IMPLICATIONS:

None for the City of Newton.

RECOMMENDATION:

A. Receive the recommendation of the Newton Area Planning Commission to approve the Zoning District Amendment from the current P-O (Professional Office District) zoning classification to an R-1 (Single Family Dwelling District) zoning classification.

B. Consider an Ordinance to effectuate the zoning change.

Attachment A - Application

**Newton Area Planning Commission
Zoning District Amendment Application**

Applicant(s) Name: Ryan & Christie Mayhew

Information Address: 320 S. Pine

Newton, KS 67114

Phone: 316-215-9023

Property Name: _____

Owner(s) Address: _____

[if different] _____


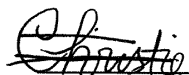
Phone: _____

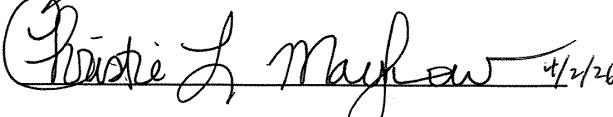
Street address of property: 320 S. Pine

Legal description of property: 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
 Present zoning of subject property: P-0 Requested zoning: R-1

Included with the Application are the following:

- ◆ A certified list of the names and addresses of the owners of record of the subject property, and of all properties located within a designated distance from the subject property. The designated distance depends upon the location of the property lines. The distance as to any portion of the boundary that is either within or adjacent to the existing city limits is 200 feet. The distance as to any boundary line that is adjacent to the city limits is 1,000 feet. This has to be certified by a licensed abstractor.
- ◆ A filing fee of \$300.00. Checks must be made payable to City of Newton.
- ◆ [Optional] A narrative describing the reasons for the request including any potential problems or issues that might be raised by the request, and setting forth the applicant's reasons why the request should be granted.

	<u>4/2/26</u>		_____
Signature(s) of Applicant(s)	Date	Signature(s) of Owner(s)	Date

 4/2/26

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

Ryan & Christie Mayhew
320 S. Pine
Re-zoning Narrative

We desire to rezone our property to R-1 to better match its use as residential property and to match the vast majority of the property surrounding ours. However, our primary reason for the request is to be able to apply for a Special Use Permit to construct a 2-story garage with living quarters on the second floor that will provide living quarters for our adult daughter.

Full Legal Description:

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



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 ABSTRACTER

Order: 3184134
 MZ

Title Insurance | Closings | 1031 Exchange | Contract Servicing

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

Attachment C - Affidavit of Publication and Notification for Public Hearing



Published in Newton Kansan
Apr 9, 2026

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, 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:

- Apr 9, 2026

Advertising Fee: \$25.88

Anjana Bhadoriya

Agent

VERIFICATION

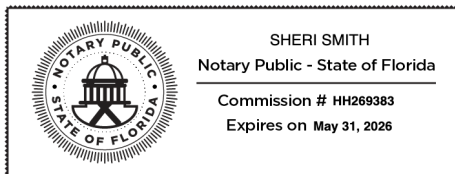
State of Florida
County of Broward

Signed or attested before me on this: 04/09/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.



NOTICE OF HEARING

TO ALL PERSONS CONCERNED:

Notice is hereby given pursuant to K.S.A. 12-757 et seq. that application for Amendment of a Zoning District Classification have been filed with the City of Newton, Harvey County, Kansas, requesting the issuance of a zoning amendment of property generally located at 320 S. Pine in Newton, pursuant to Article I of the City of Newton Zoning Ordinances. The properties are 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 rezoned from a P-O (Professional Office District) zoning classification to an R-1 (Single-Family Dwelling District) City of Newton zoning classification.

The Application will be presented to, and a public hearing held by, the Newton Area Planning Commission in the Newton City Commission chambers at City Hall, 201 E. 6th Street, Newton, Kansas on **Monday, May 4, 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.

The Zoning Ordinances of the City of Newton require as a part of any zoning amendment process that a certified list be obtained of the owners of all property within the area to be zoned; of all property within the city limits located within 200 feet of the boundary of the area to be zoned; of all property within 1,000 feet of any portion of the boundary of the area to be zoned that is adjacent to or outside the city limits; and that each of those property owners be given notice of the proceedings by mail.

The action to be taken by the Newton Area Planning Commission will consist of a recommendation to the Newton City Commission. The Newton City Commission then has the authority to approve the recommendation in whole, in part, or to deny



the application. The item is scheduled to be on **Tuesday, May 26, 2026** City Commission meeting agenda.

Copies of the application and other related materials are available for inspection at the office of the Newton City Clerk at 201 East 6th Street, Newton, Kansas, during normal business hours. Copies of any materials may be obtained from the City Clerk upon payment of a copying charge. Please inquire of the City Clerk for further information.

/s/Christopher J. Towle
Christopher J. Towle
City Attorney
City of Newton, Kansas
4454320



201 East Sixth, P.O. Box 426
Newton, Kansas 67114-0426

April 6, 2026

NOTICE OF HEARING

To Owners of Nearby Properties:

Notice is hereby given pursuant to K.S.A. 12-757 *et seq.* that application for Amendment of a Zoning District Classification have been filed with the City of Newton, Harvey County, Kansas, requesting the issuance of a zoning amendment of property generally located at **320 S. Pine** in Newton, pursuant to Article I of the City of Newton Zoning Ordinances. The properties are 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 Applicants request that the above-described property be rezoned from a P-O (Professional Office District) zoning classification to an R-1 (Single-Family Dwelling District) City of Newton zoning classification.

The Applications will be presented to, and a public hearing held by, the Newton Area Planning Commission in the Newton City Commission chambers at City Hall, 201 E. 6th Street, Newton, Kansas on **Monday, May 4, 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.

The Zoning Ordinances of the City of Newton require as a part of any zoning amendment process that a certified list be obtained of the owners of all property within the area to be zoned; of all property within the city limits located within 200 feet of the boundary of the area to be zoned; of all property within 1,000 feet of any portion of the boundary of the area to be zoned that is outside or adjacent the city limits; and that each of those property owners be given notice of the proceedings by mail. *This Notice is provided to you as an owner of one of these properties.*

The action to be taken by the Newton Area Planning Commission will consist of a recommendation to the Newton City Commission. The Newton City Commission then has the authority to approve the recommendation in whole, in part, or to deny the application. The item is scheduled to be on **Tuesday, May 26, 2026** City Commission meeting agenda.

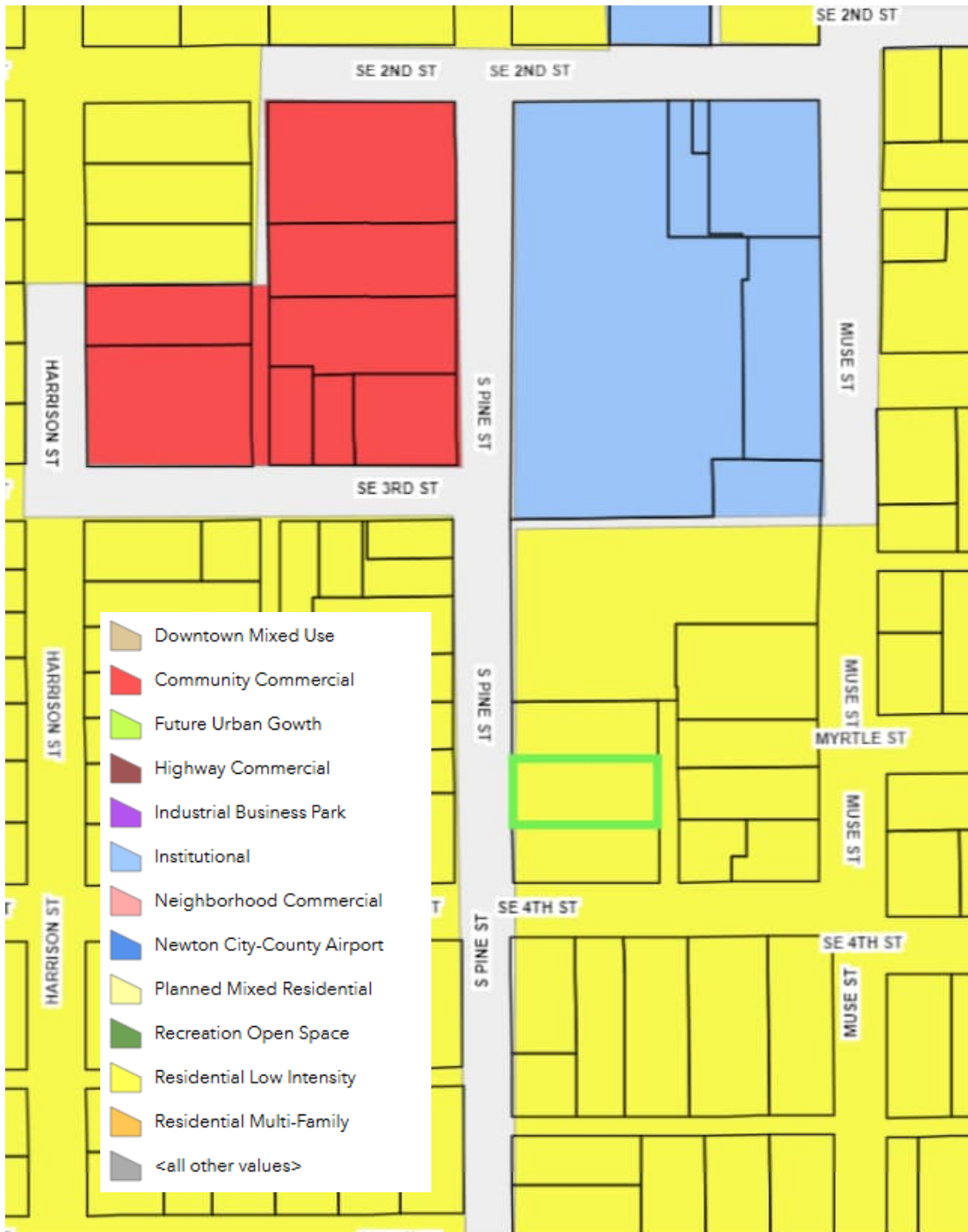
Copies of the applications and other related materials are available for inspection at the office of the Newton City Clerk at 201 East 6th Street, Newton, Kansas, during normal business hours. Copies of any materials may be obtained from the City Clerk upon payment of a copying charge. Please inquire with the City Clerk for further information.

/s/ Christopher J. Towle
Christopher J. Towle
City Attorney
City of Newton, Kansas

Attachment D - Current Zoning



Attachment E - Future Land Use



Attachment F - Photo



Attachment G - Ordinance

ORDINANCE NO. ____-26

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE ZONING ORDINANCES OF THE CITY OF NEWTON, KANSAS.

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

SECTION 1. 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, is hereby amended 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, and as described below, 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

SECTION 2. This Ordinance shall take effect and be in force from and after its summary's publication in THE NEWTON KANSAN, the official newspaper of said city.

PASSED AND ADOPTED this 26th day of May, 2026.

Rich Stinnett, Mayor

ATTEST:

Denise R. Duerksen, City Clerk



TO: City Commission
FROM: Ed Bonham
DATE: May 26, 2026
SUBJECT: Access and No Protest Agreements with Prairie View, Inc.

PURPOSE:

The attached Access and No Protest Agreements between the City and Prairie View Inc. were drafted as part of the plat approval process. Prairie View has been working on platting the land east of their existing campus to facilitate further expansion. The plat was approved by the Planning Commission contingent upon these two documents being finalized. City Staff has approved the form and contents of each of these documents, and now offers them to you with the plat for final approval.

Access Agreement:

This agreement provides access to Prairie View's new eastern tract through roadways on the existing western campus. Should Prairie View construct access roads on the eastside or if there is a subsequent agreement for an easement or perpetual right-of-way, this agreement would be revoked.

No Protest Agreement:

Kansas law affords owners the right to object to a special assessment improvement projects on or near their property. This agreement waives Prairie View's right to object, protest, or challenge improvements and accompanying assessment of costs for water lines, roadway, stormwater systems, sidewalks on the east side of the property, and sanitary sewer, water lines, and stormwater sewers on the west. This Agreement is required because City Staff has waived the obligations of Prairie View to extend public utilities across the full area of their current expansion. Despite this agreement, Prairie View may still object to the reasonableness of costs associated with these improvements, including the proportion of total costs relative to adjacent property owners.

Should you approve these Agreements, the City and Prairie View will work cooperatively to finalize the plat and coordinate efforts should future improvements be needed.

RECOMMENDATION:

Approve the Access and No Protest Agreements.

ACCESS AGREEMENT

THIS AGREEMENT made effective on the date last signed below by and between the City of Newton, Kansas (the “City”) and Prairie View, Incorporated, the owner of Tract 1 and Tract 2. (hereinafter “ the Owner”). Together, the City and Owner as referred to as (the “Parties”).

Tract 1:

A tract Beginning at a point 972.15 feet East of the Northwest Corner of the Northwest Quarter (NW1/4) of Section Twenty-two (22), Township Twenty-Three (23), Range One (1) East; thence East on the North line of said NW1/4, 1650.25 feet more or less to the Northeast Corner of said quarter section; thence South on the East line of said NW1/4, 1317.2 feet more or less to the South line of the N1/2 of the NW1/4 of said Section; thence running West on the South line of said N1/2 of the NW1/4, 1650.25 feet; thence running North parallel with the East line of the N1/2 of the NW1/4, 1322.4 feet more or less to the place of beginning. Containing 50 acres more or less.

Tract 2:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NEWTON, HARVEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY CHARLES R. ROBINSON P.S. 1395 ON DECEMBER 23, 2024, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 01°16'14" EAST, A DISTANCE 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID EAST LINE, SOUTH 01°16'14" EAST, A DISTANCE OF 1267.13 FEET; THENCE SOUTH 89°43'33" WEST, A DISTANCE OF 577.89 FEET; THENCE NORTH 00°05'35" WEST, A DISTANCE OF 1268.69 FEET; THENCE NORTH 89°54'25 EAST, A DISTANCE OF 551.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 16.44 ACRES / 716,135 SQUARE FEET, MORE OR LESS. INCLUDES PRAIRIE VIEW ROAD RIGHT OF WAY.

WITNESSETH

If Owner needs any public or private services as defined by Owners, any invitees may use the access road as defined by exhibit A, more specifically described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section Twenty-two (22), Township Twenty-Three (23), Range One (1) East of the Sixth Principal Meridian, City of Newton, Harvey County, Kansas; thence East along the North line of said NW1/4 on a bearing of North 89°54'25" East, a distance of 1306.89 feet to the Point of Beginning; thence following along the edge of an improved travel-way South 00°24'35" East, a distance of 314.59 feet; thence South 31°58'45" East, a distance of 140.27 feet; thence North 89°26'04" East, a distance of 328.77 feet; thence North 00°00'00" East, a distance of 23.74 feet; thence along a curve to the right with a radius of 176.32 feet and an arc length of 293.18 feet; thence along a curve to the right with a radius of 17.58 feet and an arc length of 32.19 feet; thence South 00°05'35" East, a distance of 280.30 feet; thence North 89°54'25" East, a distance of 138.49 feet; thence North 00°05'35" West, a distance of 289.71 feet; thence North 85°23'46" West, a distance of 93.60 feet; thence along a curve to the left with a radius of 196.33 feet and an arc length of 306.99 feet; thence North 55°30'17" West, a distance of 43.17 feet; thence North 90°00'00" West, a distance of 310.31 feet; thence along a curve to the right with a radius of 151.72 feet and an arc length of 84.53 feet; thence North 00°24'35" West, a distance of 275.09 feet to the North line of said Northwest Quarter; thence South 89°54'25" West along said North line, a distance of 30.00 feet to the Point of Beginning.

The above rights and Access Agreement hereby conveyed shall inure to, and be for the benefit of and the City to facilitate access to Tract 2 unless amended, revoked, or released by all Parties in interest. However, should an easement or perpetual right-of-way be filed of record that would provide egress and ingress to Tract 2, then this Agreement shall, by agreement of the Parties and operation of this document, be released and forever canceled from the date such easement or perpetual right-of-way be filed of record. The Parties agree and understand that all costs associated with the maintenance and upkeep of Tract 1, Tract 2, and the Access Area shall be borne by Prairie View. The City shall have no duty or obligation to provide maintenance.

Notwithstanding Owner maintains its Constitutional rights to restrict access to any unwanted person or entity on the described property.

IN WITNESS WHEREOF, this instrument has been executed the day and year first written above.

PRAIRIE VIEW, INC.

Marcy Johnson,
President, and CEO

STATE OF KANSAS)
) ss:
COUNTY OF HARVEY)

BE IT REMEMBERED that on this _____ day of _____, 2026, before me, a Notary Public, in and for the County and State aforesaid, came Marcy Johnson, President and CEO of Prairie View Inc. who is known to me to be the same person who executed the

within instrument of writing and such person duly acknowledged to me the execution of the same.

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

Notary Public

My Commission Expires: _____

SEAL

[REMAINING PAGE LEFT BLANK. CITY SIGNATURES TO FOLLOW]

CITY OF NEWTON, KANSAS

By: _____
Rich Stinnett, Mayor

ATTEST:

Denise R. Duerksen, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF HARVEY)

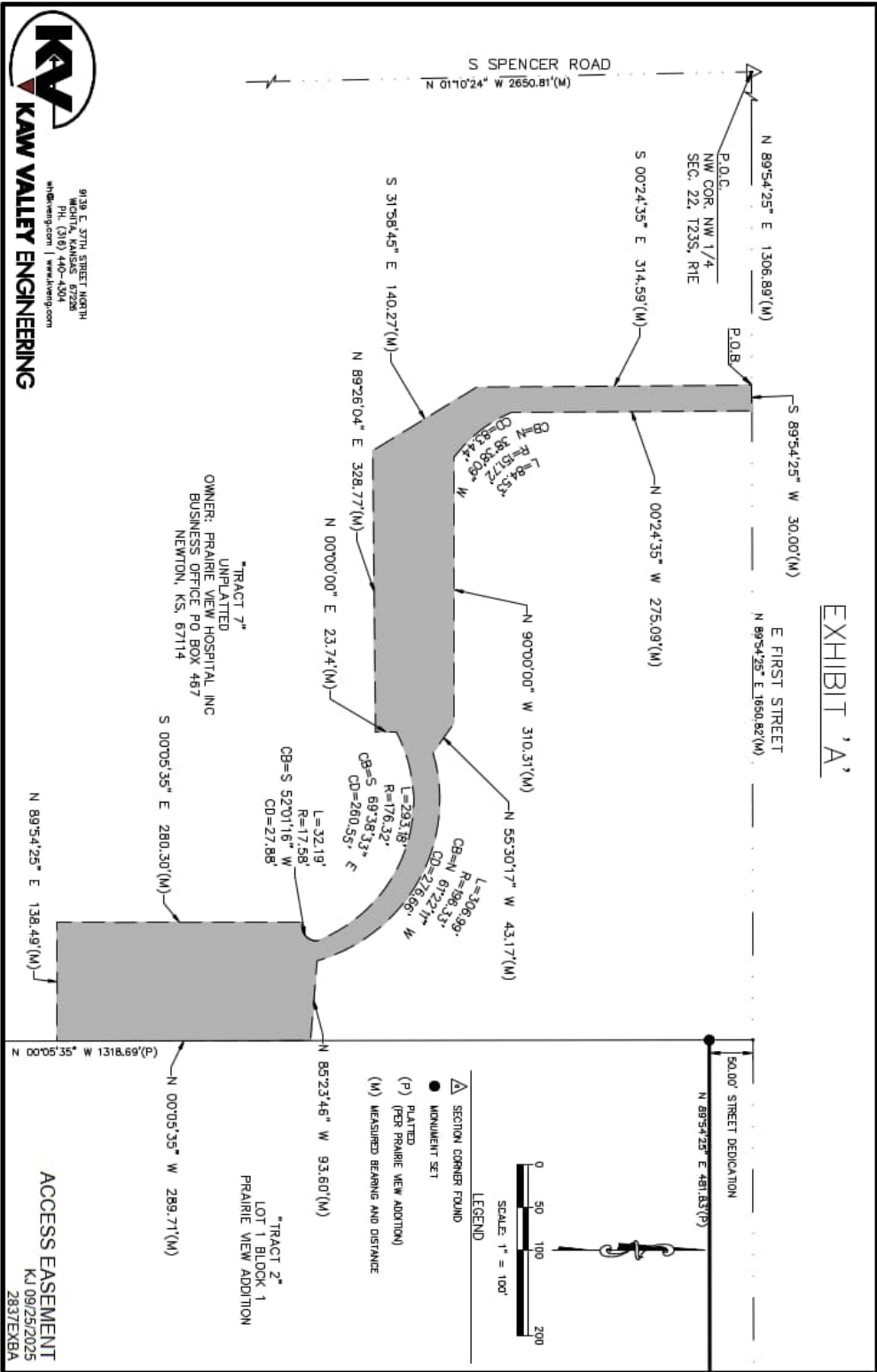
BE IT REMEMBERED that on this _____ day of _____, 2026, before me, a Notary Public, in and for the County and State aforesaid, came Rich Stinnett, Mayor of the City of Newton, Kansas, a Municipal Corporation, who is known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf of and as the act and deed of said Municipal Corporation.

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

Notary Public

My Commission Expires: _____

SEAL



NO PROTEST AGREEMENT FOR FUTURE IMPROVEMENTS

This Agreement made and entered into and effective as of the date last signed below between the City of Newton, Kansas, a Municipal Corporation, party of the first part (hereinafter “City”) and Prairie View Inc., party of the second part (hereinafter “Owner”), together referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner; and

WHEREAS, the Owner is the owner of real property legally described as:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF NEWTON, HARVEY COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY CHARLES R. ROBINSON P.S. 1395 ON DECEMBER 23, 2024, AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, SOUTH 01°16'14" EAST, A DISTANCE 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID EAST LINE, SOUTH 01°16'14" EAST, A DISTANCE OF 1267.13 FEET; THENCE SOUTH 89°43'33" WEST, A DISTANCE OF 577.89 FEET; THENCE NORTH 00°05'35" WEST, A DISTANCE OF 1268.69 FEET; THENCE NORTH 89°54'25" EAST, A DISTANCE OF 551.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 16.44 ACRES / 716,135 SQUARE FEET, MORE OR LESS. INCLUDES PRAIRIE VIEW ROAD RIGHT OF WAY.

WHEREAS, the City wishes to ensure that the said real property owned by Owner may be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 *et seq*; and

WHEREAS, “improvement” and “to improve” are defined as projects involving the

construction of water lines, roadway, stormwater systems, sidewalks and all related appurtenances on the east side of the property, and sanitary sewer, water lines, and stormwater sewers on the west side of the property.

NOW THEREFORE, the Parties hereto agree as follows:

1. City shall grant Owner's request for subject plat to said real property, without making necessary the submittal of petitions for certain improvements to serve said property.

2. Owner, on its own behalf and on behalf of its heirs, assigns and successors in interest, irrevocably waives its right, to protest the commencement of the construction and subsequent assessment for costs of improvements undertaken by the City within the recorded public easements and recorded public right of ways regarding the improvements defined above. Notwithstanding, nothing contained herein shall be deemed to be a waiver by Owner of its right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owner's said real property. Unless specifically altered herein by this Agreement, all other rights the Owner has regarding the real property remain unchanged.

3. It is understood by both parties that the Access Agreement filed in the Harvey County Register of Deeds Book ___, Page _____, is not subject to this Agreement and the City shall not have the ability to commence construction of any kind on the described premises therein.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

[REMAINING PAGE LEFT INTENTIONALLY BLANK. SIGNATURES TO FOLLOW]

STATE OF KANSAS)
) ss:
COUNTY OF HARVEY)

We, Prairie View Inc., owners of the real property described above the City of Newton, Harvey County, Kansas, do hereby certify that the No Protest Agreement for Future Improvements has been submitted to the City Commission of the City of Newton, Kansas.

As a result of the above-mentioned No Protest Agreement for Future Improvements, all lots or portions thereof within the real property described above may be subject to special assessments assessed thereto for the cost of constructing the above-described improvement(s)

Signed this ____ day of _____, 2026

Prairie View, Inc. Marcy Johnson, President, and CEO

STATE OF KANSAS)
) ss:
COUNTY OF HARVEY)

BE IT REMEMBERED that on this ____ day of _____, 2026, before me, a Notary Public, in and for the County and State aforesaid, came Marcy Johnson, President and CEO of Prairie View Inc. who is known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

Notary Public

My Commission Expires: _____

SEAL

CITY OF NEWTON, KS.

By: _____
Rich Stinnett, Mayor

Attest: _____
Denise Duerksen, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF HARVEY)

BE IT REMEMBERED that on this _____ day of _____, 2026, before me, a Notary Public, in and for the County and State aforesaid, came Rich Stinnett, Mayor of the City of Newton, Kansas, a Municipal Corporation, who is known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf of and as the act and deed of said Municipal Corporation.

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

Notary Public

My Commission Expires: _____

SEAL



TO: City Commission
FROM: Ed Bonham
DATE: May 26, 2026
SUBJECT: Receive & award bids - NRC racquetball court remodel

PURPOSE:

In November of 2025, the Commission approved a request from the Newton Recreation Commission to remodel the racquetball courts into a more useable space, conducive to a multitude of activities. On May 12, 2026, bids were received at City Hall. There were three bidders with Vogt's being the low. On May 15, 2026, the NRC Board approved the project to the low bidder. Since the building is owned by the City of Newton, approval for this project must be provided by the City Commission. Before you is the bid summary for your review and approval. Should the Commission elect to approve the project would be managed through the city.

FINANCIAL IMPLICATIONS:

This project will be completely funded by the NRC.

RECOMMENDATION:

Approve and award the project to Vogt's for \$220,000.

SUMMARY OF BIDS

OWNER: City of Newton
 PROJECT: NEWTON RECREATION CENTER - RACQUETBALL COURT RENOVATIONS
 PROJECT No.'s: 26RF000001 (553)
 Bid Date/Time: Bid Date/Time: May 12, 2026 @ 1:30 P.M.

ENGINEER'S ESTIMATE				\$350,000.00		
	BIDDING CONTRACTOR	BID BOND Y/N	ADDENDUM ACKNOWLEDGED Y/N	BID PRICE	START DATE	CONTRACT TIME (CALENDAR DAYS)
1	Icon Structures, Inc.	Y	Y	\$ 227,000.00	16 weeks after NTP	110
2	Vogt's Construction Company	Y	Y	\$ 220,000.00	30 days from NTP	75
3	Key Construction, Inc.	Y	N	\$ 270,000.00	June 1, 2026	75
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

This summary of bids is for comparison purposes only. The project will be awarded in accordance with the project specifications.



TO: City Commission
FROM: Rebecca Likiardopoulos
DATE: May 26, 2026
SUBJECT: Discuss Utility Assistance Program

PURPOSE:

In 2021, the City Commission approved the Utility Assistance Program for Seniors.

Prior to this, the City has supported low income senior citizens with a one-time utility assistance payment through external agencies. This program simply brought this assistance in-house with a simple one-page application and an immediate credit to the account upon approval.

Since the inception, the city received 3 applications in 2022, 2 in 2023, 7 in 2024, 4 in 2025 and 1 on 2026. Six of these applications were not approved as they did not meet the income qualifications. In total the City has expended \$1,100. Funding for this has been budgeted in the water operating budget.

Staff would like open a conversation for the Commissioners to lay out the target population or goals that could be addressed if we were to re-examine this program and its usage.



Project# _____
(to be assigned by the City)

Senior Citizen Low Income Utility Assistance Program APPLICATION

Complete and submit this application to the City of Newton, Utility Billing.

Name: _____ Daytime Phone No. _____

Email Address: _____ Date of Birth: _____

Address: _____

Pre-Eligibility Qualifications (Circle any/all that apply) MEDICAID SNAP TANF

Child in care qualifies for Free/Reduced Price Lunch

Acknowledgements:

1. I have received and read a copy of _____ that authorizes the funding and parameters for the program and agree to follow all procedures and criteria.
2. Applications must be filed before _____ to be eligible for reimbursement.
3. Must provide current utility bill
4. Verification is attached

Signature

Date

FOR CITY OF NEWTON USE ONLY

BASED UPON THE INFORMATION SUPPLIED BY THE APPLICANT, THE PROJECT CONFORMS TO PROGRAM GUIDELINES.

YES NO POSSIBLY

Received By: _____ Date: _____

Approved By: _____ Date: _____

RESOLUTION NO. G-_____

A RESOLUTION ESTABLISHING SENIOR CITIZEN LOW INCOME UTILITY ASSISTANCE PROGRAM FOR THE CITY OF NEWTON, KANSAS.

WHEREAS, it is the intent of the City Commission to provide a rebate for those who qualify to help lessen the financial burdens to those senior citizen in need due to circumstance.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEWTON, KANSAS, that a Senior Citizen Low Income Utility Assistance Program (the "Program") is hereby reestablished which shall operate in the following manner, to wit:

1. **Eligibility.** Persons eligible to participate in the Program are those who are of 65 years of age or older, have a demonstrated economic need and/or are of 65 years of age.
2. **Funding.** The Program is solely funded by the governing body. Once the funds in the Program have been exhausted, no further applications will be approved, and the Program will end. It is at the discretion of the Governing Body to continue to fund the Program after or prior to the exhaustion of the original funds. The Governing Body may amend or discontinue the Program at any time regardless of any available funding. The City Commission hereby appropriates the following funding in furtherance of the Program:

- (a) \$20,000.00 designated for residents who are of 65 years old and older with demonstrated financial need; and

3. **Application and Deadline.** The Office of Revitalization and Preservation is hereby authorized to create and distribute an application for the Program that is consistent with the terms of this Resolution (the "Senior Citizen Low Income Utility Application.") In order to participate in the Program, the resident must submit a complete Senior Citizen Low Income Utility Application Program Application to the Office of Revitalization and Preservation and or Utility Billing once per calendar year. The application must be completed and filed prior to the year end of the credit being requested. A completed application will include verification of low income qualifications as noted in Program Requirements.

4. **Program Benefits.** Program benefits for eligible residents are as follows:
 - (a) Each resident that is approved for the program under the requirements of age and economic hardship will received a non-refundable credit to their utility account in the amount of \$100.00 per calendar year.

5. Program Requirements. In order to receive the designated program benefits, the following requirements must be satisfied:

- (a) The applicant must be a resident of Newton and be the primary utility account holder.
- (b) The applicant must be of 65 year of age or older.
- (c) The applicant must be of economic need, this is pre-qualified if the applicant is already a recipient of the following: Medicaid, Supplementary Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF) or if they are the primary guardian of a school-age child who receives free or reduced priced lunches.
- (d) Economic need may also be determined through proof of income.

6. Administrative Authority. The City Manager is hereby authorized with the discretion to amend this program and effectuate any actions to fulfill the general intent of this Resolution.

7. Effective Date. 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 24th day of August, 2021.

Richard E. Stinnett, Mayor

ATTEST:

Denise R. Duerksen, City Clerk



TO: City Commission
FROM: Daniela Rivas
DATE: May 26, 2026
SUBJECT: City/County Airport CIP

PURPOSE:

In August 2018, the City and County held a joint meeting to discuss Airport Building Maintenance projects. During that meeting, staff presented a comprehensive review of all airport buildings along with recommended Capital Improvement Program (CIP) projects. Both governing bodies agreed that maintenance improvements were necessary; however, no funding decisions were made at that time. Between 2018 and 2021, City staff continued to bring forward maintenance projects on an as-needed basis for consideration. In April 2021, the City and County Commissions formally approved and funded the Airport CIP for 2022-2026. All improvements completed under the previous Airport CIP were funded through a 50/50 cost-sharing arrangement between the City and County. The Airport CIP currently before you is a restructuring of projects originally planned for 2026, along with a proposed plan for 2027-2030. The project costs included in the plan are estimates only, with actual costs to be determined through the quotation and competitive bidding processes in accordance with the City's Purchasing Policy.

If approved by both the City and County, the projects identified in this CIP would be scheduled for implementation in their designated year. Any proposed modifications to the CIP would be brought back to the governing bodies for review and approval. Each agency will determine independently how it will fund its respective share of the project costs. Historically, the City has billed the County for its portion of shared project expenses.

FINANCIAL IMPLICATIONS:

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. These projects are typically funded through the City's Bond & Interest Fund (Mil Levy) and/or the City Sales Tax Fund. Staff has also included three additional projects that would allow for expansion of the east side of the Airport. We would like direction on these three projects. Final Financial

Implications would be determined as recommended by the Aviation Commission subject to City/County approval.

RECOMMENDATION:

Review the Airport Building Maintenance CIP and receive questions/feedback. The 2026-2030 City/County Airport CIP will next be first presented to the Aviation Commission for review and recommendation on June 1, 2026 before returning to the City and County governing bodies for final consideration and approval.

Project Description CITY/COUNTY FUNDED PROJECTS	Completion Year							Fund	Dollars				Comments
	2026	2027	2028	2029	2030	2031	Future Projects		Funding Sources				
									State	HVCO	City	Airport	
T-Hangar Painting	\$ 32,000							City/County	\$ 16,000	\$ 16,000			
After Hours Terminal Bathroom Access	\$ 25,000							City/County	\$ 12,500	\$ 12,500			
Hanger C HVAC x 2		\$ 40,000						City/County	\$ 20,000	\$ 20,000			
Hanger E Roof		\$ 176,000						City/County	\$ 88,000	\$ 88,000			
Hanger G Electrical Panels		\$ 9,200						City/County	\$ 4,600	\$ 4,600			
Hanger J South HVAC x 4		\$ 80,000						City/County	\$ 40,000	\$ 40,000			
Hanger L Electrical Panel		X						City/County			\$ 5,000		
Building F Electrical Panel			X					City/County			\$ 5,000		
Hangedr G Roof			\$ 176,000					City/County	\$ 88,000	\$ 88,000			
Main Terminal HVAC			\$ 40,000					City/County	\$ 20,000	\$ 20,000			
Hanger B Electrical Panel				\$ 15,000				City/County	\$ 7,500	\$ 7,500			
Hanger D Bay Heaters x 4				\$ 40,000				City/County	\$ 20,000	\$ 20,000			
Hanger L HVAC				\$ 20,000				City/County	\$ 10,000	\$ 10,000			
Main Terminal Skylight				\$ 30,000				City/County	\$ 15,000	\$ 15,000			
Hanger A Gutters				\$ 10,000				City/County	\$ 5,000	\$ 5,000			
Hanger L - Hangar door				\$ 225,000				City/County	\$ 112,500	\$ 112,500			
Hanger B Roof					\$ 150,000			City/County	\$ 75,000	\$ 75,000			
Building F HVAC					\$ 20,000			City/County	\$ 10,000	\$ 10,000			
Hanger N Roof panel replacement					X			City/County			\$ 4,000		
T-Hangars (21-30) Electrical Panel					X			City/County			\$ 4,600		
T-Hangars (35-63) Electrical Panel					X			City/County			\$ 4,600		
Hanger G Aircraft Ramp						\$ 10,000		City/County	\$ 5,000	\$ 5,000			
Main Terminal Structure Inspection						\$ 50,000		City/County	\$ 25,000	\$ 25,000			
Hanger G Hangar Door						\$ 225,000		City/County	\$ 112,500	\$ 112,500			
Total	\$ 57,000	\$ 305,200	\$ 216,000	\$ 340,000	\$ 170,000	\$ 285,000							
City/County Split 50/50	\$ 28,500	\$ 152,600	\$ 108,000	\$ 170,000	\$ 85,000	\$ 142,500			\$ -	\$ 686,600	\$ 686,600	\$ 23,200	

AIP Projects (subject to grant funding)

Runway 8-26 PAPI replacement			\$ 331,000					Local/Federal	\$ 297,900	\$ 16,550	\$ 16,550		Planned for 2028
Taxiway C reconstruction				\$ 3,453,150				Local/Federal	\$ 3,107,835	\$ 172,658	\$ 172,658		Planned for 2029
Airport Terminal Apron Reconstruction					\$ 6,269,850			Local/Federal	\$ 5,642,865	\$ 313,493	\$ 313,493		Planned for 2030
Fuel Farm Tank Replacement						X	\$ 1,165,000	Local/Federal					Planned for 2031+
Reconstruct T-Hangar Taxi lanes						X	\$ 2,500,000	Local/Federal					Planned for 2031+
Rehab & Remark 17-35						X	\$ 1,500,000	Local/Federal					Planned for 2031+
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,165,000						
City County split 50/50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,582,500		\$ 9,048,600	\$ 502,700	\$ 502,700	\$ -	

Capital Projects

Sewer upgrade eastside of Airport (Design, Const., ROW)		\$ 7,000,000						City/County/State	\$ 5,600,000	\$ 700,000	\$ 700,000		Planned for 2027
Paving Oliver NE 12th to NE 24th			?					City/County		?	?		?
Purchase 300 acres eastside of Airport (Industrial Expansion)							\$ 6,000,000	City/County		\$ 3,000,000	\$ 3,000,000		Planned for 2031+
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000						
City County split 50/50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000		\$ 5,600,000	\$ 3,700,000	\$ 3,700,000	\$ -	

City/County Airport Assumptions

- 1) CIP is for expenses \$5,000 and above
- 2) Yellow is less than \$5,000
- 3) Tentatively Planned-Subject to Commissions Approval