

Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.

AGENDA

BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, March 11, 2026 | 8:30 a.m.

TO BE HELD IN THE ANNEX COMMISSION CHAMBERS

A. ROLL CALL:

☐ **WAYMIRE** ☐ **HARRIS** ☐ **MEADOR** ☐ **DICKINSON**
☐ **STOTTLEMIRE**

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. CORRESPONDENCE & ORGANIZATIONAL BUSINESS

1. Daughters Of The American Revolution (DAR) Chapter Request, Nancy Machnicki, DAR Member.

E. PUBLIC COMMENT:

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under **'Public Comment'** may become agenda items at a later date.

F. CONSENT AGENDA:

Items listed on the **'Consent Agenda'** are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the **'Consent Agenda'** and placed on the regular agenda **'Items of Business.'**

1. Consider And Approve Claim Vouchers And Tax Change Orders.
2. Consider And Approve Franklin County Commission Meeting Minutes For March 4, 2026.

G. ITEMS OF BUSINESS:

1. Discuss And Review Franklin County EMS January 2026 Operational Report, January 2026 Financial Report, And January 2026 Adjustments Report. Christi Hilliker, EMS Chief.

Documents:

[agenda cover sheet january 2026.pdf](#)
[january 2026 adjustments report.pdf](#)
[january 2026 financial report.pdf](#)
[january 2026 operational report.pdf](#)

2. Discuss And Consider For Approval The Purchase A POWERPRO-PROCARE 60 Month Extended Warranty In The Amount Of \$4,940.00, And A POWERLOAD-PROCARE 72 Month Extended Warranty In The Amount Of \$10,070.40, For A Total Cost Of \$15,010.40. Christi Hilliker, EMS Chief.

Documents:

[agenda cover sheet - stryker quote number 11260637.pdf](#)
[stryker quote number 11260637.pdf](#)

3. Consider The Approval Of Rezoning Application #2601-0070 (Vining) To Rezone Approximately 5.00 Acres From The A-1, Agriculture District To The R-E, Residential Estate District. Nathan Boyd, Planning & Building Director.

Documents:

[03112026_2601-0070_vining.pdf](#)

4. Consider The Approval Of Rezoning Application #2512-0066 (Rayson) To Rezone Approximately 33.75 Acres From The A-1, Agricultural District To The A-2, Transitional Agriculture District And To Rezone Approximately 14.70 Acres From A-2, Transitional Agriculture District To The A-1, Agriculture District. Nathan Boyd, Planning & Building Director.

Documents:

[03112026_2512-0066_rayson.pdf](#)

5. Consider The Approval Of Rezoning Application #2601-0067 (Crum) To Rezone Approximately 36.19 Acres From A-1, Agriculture District To A-2, Transitional Agriculture District And To Rezone Approximately 11.91 Acres From The A-1, Agricultural District To The R-E, Residential Estate District. Nathan Boyd, Planning & Building Director.

Documents:

[03112026_2601-0067-crum.pdf](#)

H. STAFF REPORTS

I. COMMISSIONER COMMENTS AND BOARD REPORTS

J. CONSIDER A MOTION FOR ADJOURNMENT

K. INFORMATION AND ANNOUNCEMENTS:

1. Upcoming Events:

March 16 - Commission Study Session at 8:30 AM

March 18 - Commission Meeting at 8:30 AM

March 25 - Commission Meeting at 8:30 AM

March 30 - Commission Study Session at 8:30 AM

April 1 - Commission Meeting at 8:30 AM

April 8 - Commission Meeting at 8:30 AM



Franklin
COUNTY KANSAS
—] EST. 1855 [—

Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Christi Hilliker
Department: Ambulance
Date: March 11, 2026

Agenda Item Narrative

Discuss and review Franklin County EMS January 2026 Operational Report, January 2026 Financial Report, and January 2026 Adjustments Report.

Background

Specific Action Requested

Consider the approval of the January 2026 Adjustments Report. An affirmative motion in support of this item would read as follows: "I make a motion to approve the January 2026 Adjustments Report."

Attachments

January 2026 Adjustments Report
January 2026 Financial Report
January 2026 Operational Report



—] EMERGENCY MEDICAL SERVICES [—

Franklin

COUNTY KANSAS

] EST. 1855 [

ADJUSTMENTS REPORT JANUARY 2026

Payer Name	Class	Total
Aetna	Commercial	\$2,292.95
Blue Cross Blue Shield of Kansas	Commercial	\$2,986.88
CIGNA	Commercial	\$280.51
Healthy Blue Kansas	Medicaid	\$845.49
Humana Medicare Advantage	Commercial	\$1,432.04
Indistinguishable From Old System	n/a	\$4,889.50
Kansas Set Off Program	Government	\$287.20
Medicare Kansas WPS	Medicare	\$28,017.60
OSCAR	Commercial	\$1,278.13
Self Pay	Self Pay	\$80.00
Sunflower State Health Plan	Medicaid	\$795.07
United Healthcare	Commercial	\$7,274.41
United Healthcare AARP Medicare Advantage	Commercial	\$1,294.72
United Healthcare Community Plan	Medicaid	\$1,187.92
VA Office of Integrated Care	Government	\$390.58
Write-Off	Commercial	\$6,054.03
Write-Off	Government	\$3,690.56
Write-Off	Self Pay	\$40.00
Total:		\$63,117.59

CHAIRMAN: _____ **DATE:** _____



—] EMERGENCY MEDICAL SERVICES [—

Franklin

COUNTY KANSAS

] EST. 1855 [

JANUARY 2026 REPORT

CALL VOLUME

Call Volume for the Month	334
Average Calls Per Day	10.77
Calls Year-to-Date	334
2025 Call Volume for the Month	384
2025 Average Calls Per Day	12.39
2025 Calls Year-to-Date	384
Difference:	-50

DEPOSITS

Total Deposits for the Quarter	\$	168,594.91
Budget per Quarter	\$	100,000.00
Per Quarter + or -	\$	68,594.91
Total Year-to-Date Deposits	\$	168,594.91
Yearly Budget	\$	1,200,000.00
Year-to-Date + or -	\$	(1,031,405.09)

ADJUSTMENTS

Commercial	\$	16,839.64
Government	\$	677.78
Indistinguishable From Old System	\$	4,889.50
Medicaid	\$	2,828.48
Medicare	\$	28,017.60
Self Pay	\$	80.00
Write Off	\$	9,784.59
Total Adjustments:	\$	63,117.59

COLLECTIONS

Kansas Set Off Program	\$	-
Midwest Fidelity Services	\$	-
Total Collections:	\$	-

DEPOSITS DRILL DOWN RESULTS

Payer Name	Class	Total
Aetna	Commercial	\$ 6,638.77
Blue Cross Blue Shield of Kansas	Commercial	\$ 21,080.62
CIGNA	Commercial	\$ 1,123.42
Education	Education	\$ 760.00
Franklin County Sheriff	Government	\$ 550.25
Healthy Blue Kansas	Medicaid	\$ 2,502.70
Humana Medicare Advantage	Commercial	\$ 3,887.15
Indistinguishable From Old System	n/a	\$ 25,011.24
Kansas Set Off Program	Government	\$ 1,224.33
Medicare Kansas WPS	Medicare	\$ 59,529.89
OSCAR	Commercial	\$ 4,741.36
Self Pay	Self Pay	\$ 3,481.44
Sunflower State Health Plan	Medicaid	\$ 10,395.84
United Healthcare	Commercial	\$ 18,302.13
United Healthcare AARP Medicare Advantage	Commercial	\$ 2,501.36
United Healthcare Community Plan	Medicaid	\$ 740.61
VA Office of Integrated Care	Government	\$ 6,123.80
Total Commercial:		\$ 58,274.81
Total Education:		\$ 760.00
Total Government:		\$ 7,898.38
Total Medicaid:		\$ 13,639.15
Total Medicare:		\$ 59,529.89
Total n/a:		\$ 25,011.24
Total Self Pay:		\$ 3,481.44
Total Deposits :		\$ 168,594.91



—] EMERGENCY MEDICAL SERVICES [—

Franklin

COUNTY KANSAS

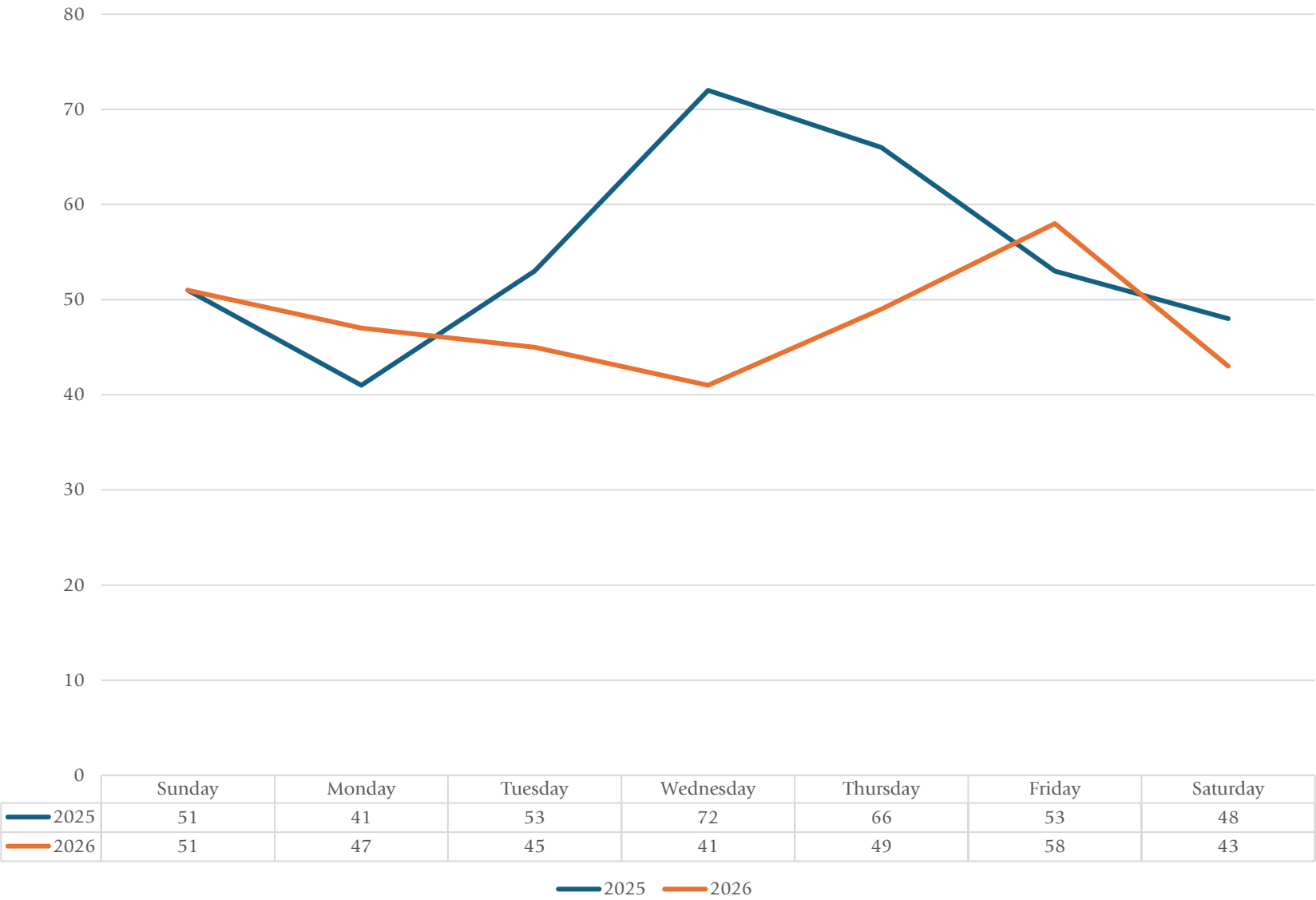
—] EST. 1855 [—

2026

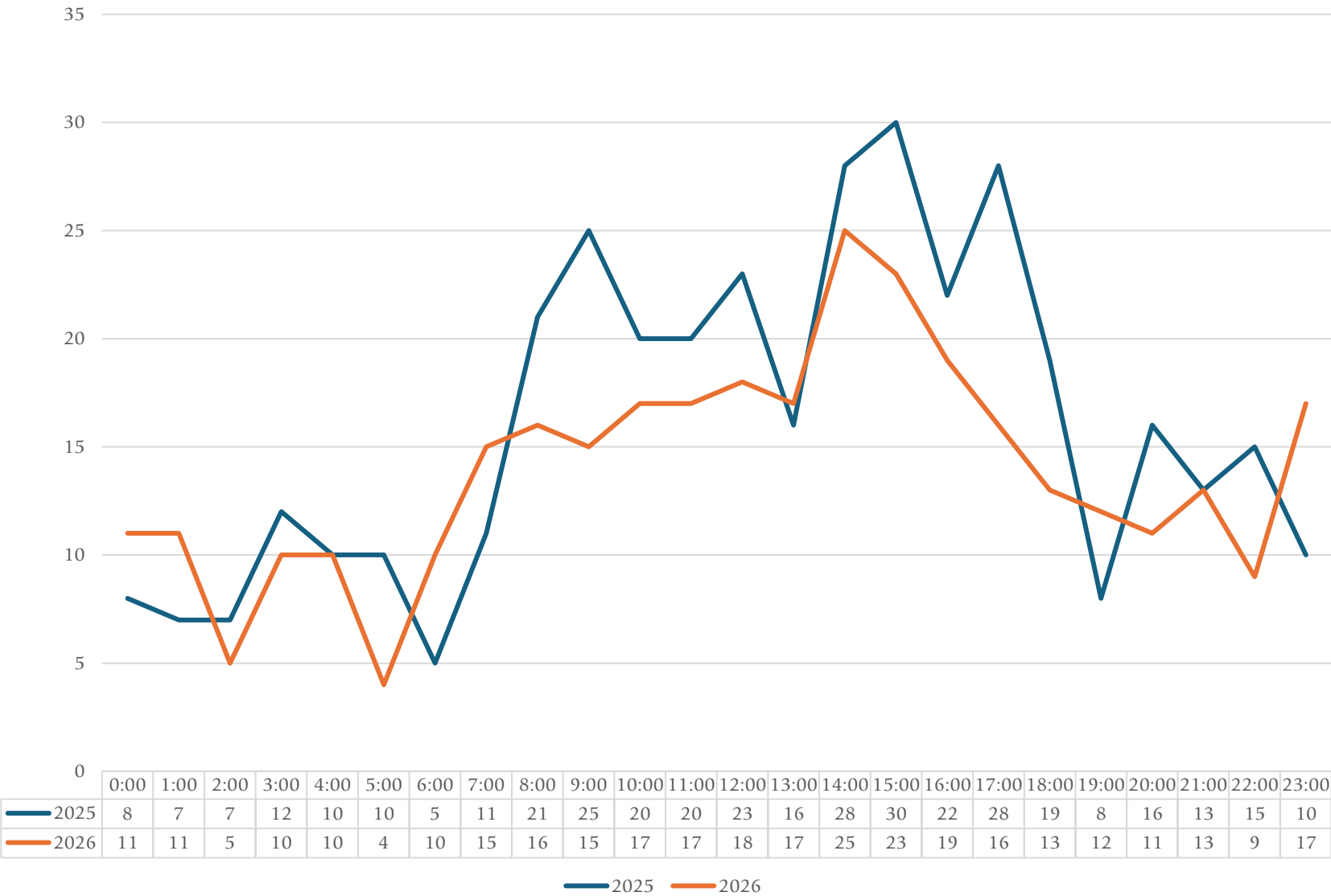
January

Commission Reports

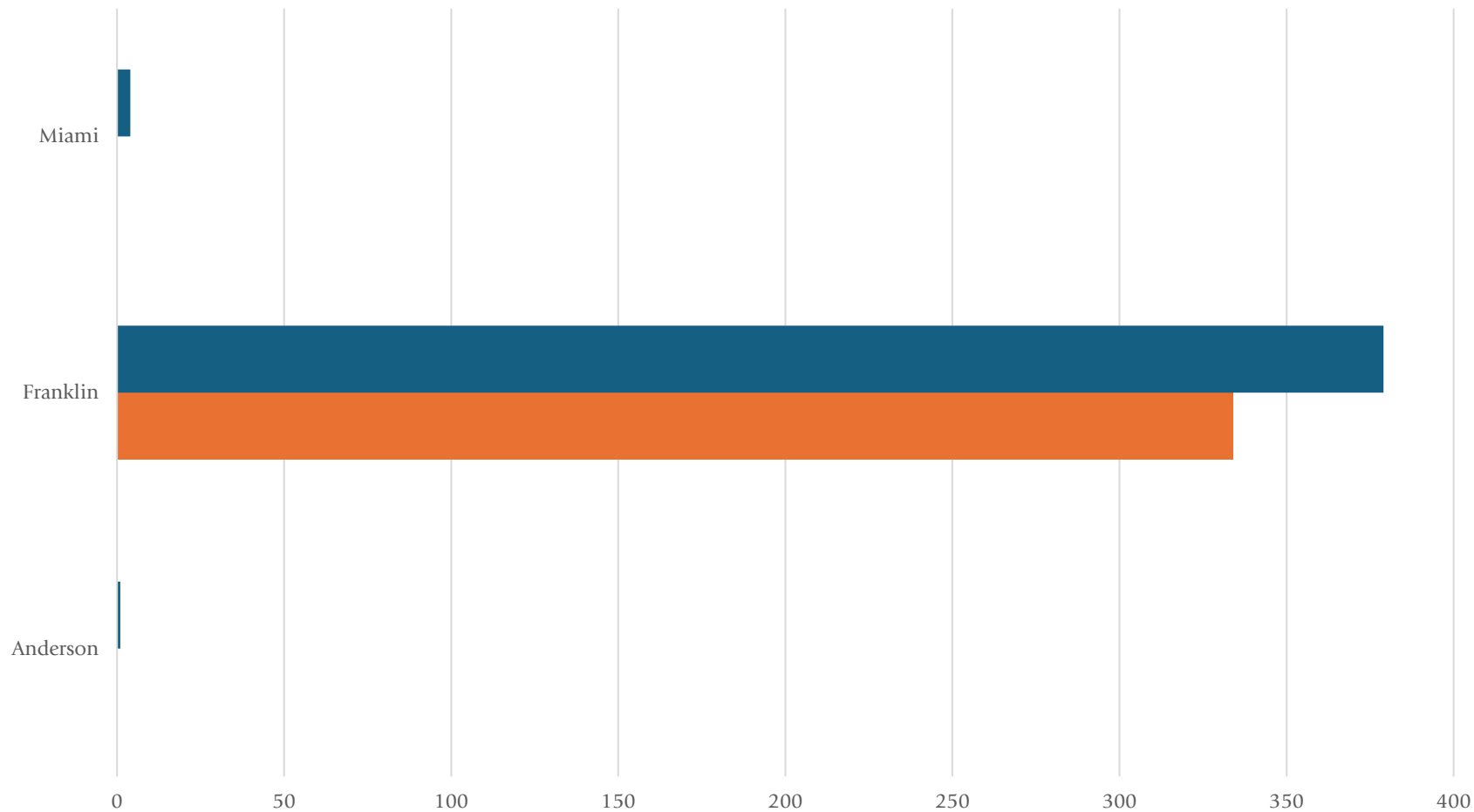
Runs by Day of the Week January 2026



Runs by Hour of the Day, January 2026



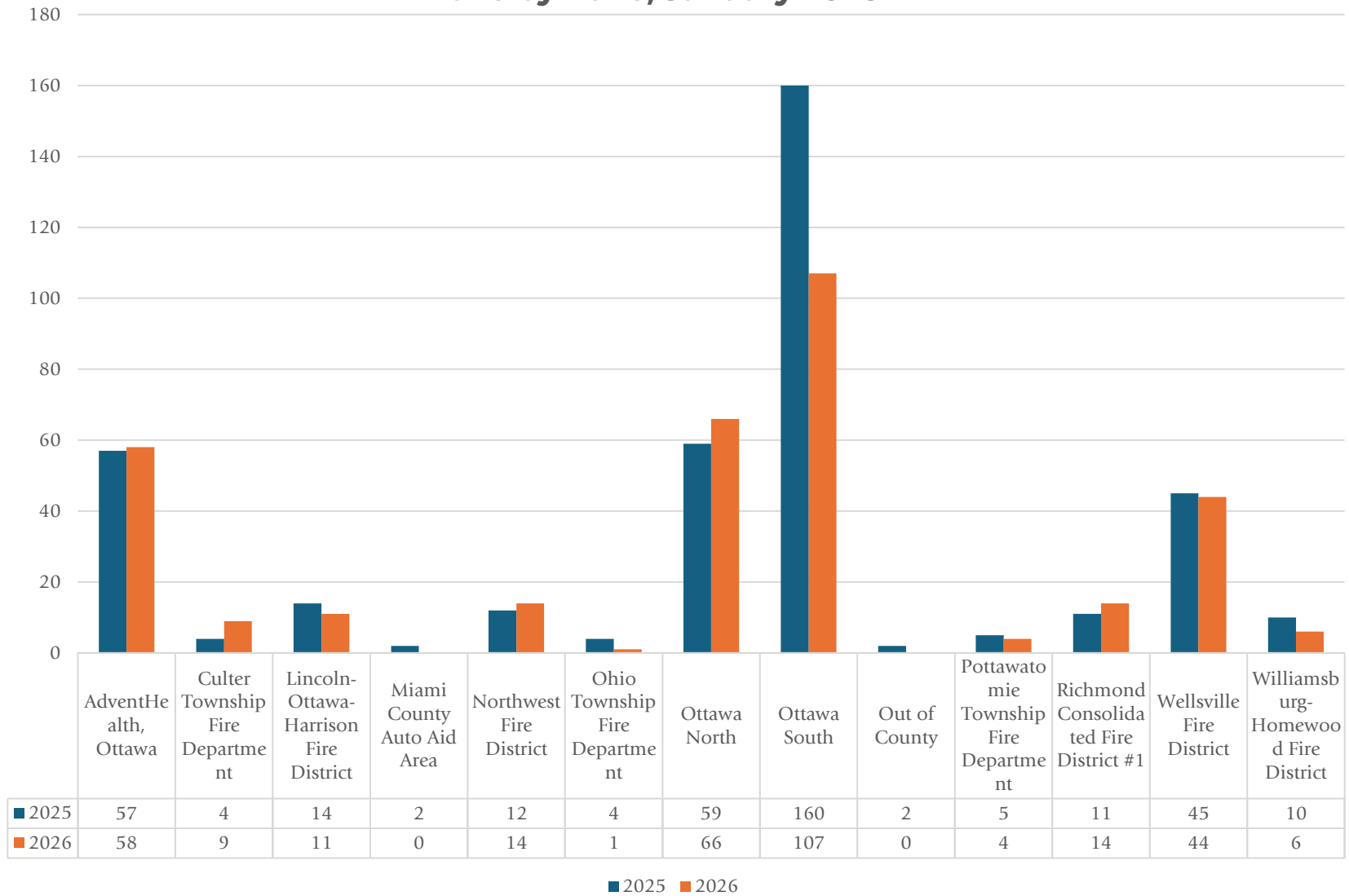
Runs by County, January 2026



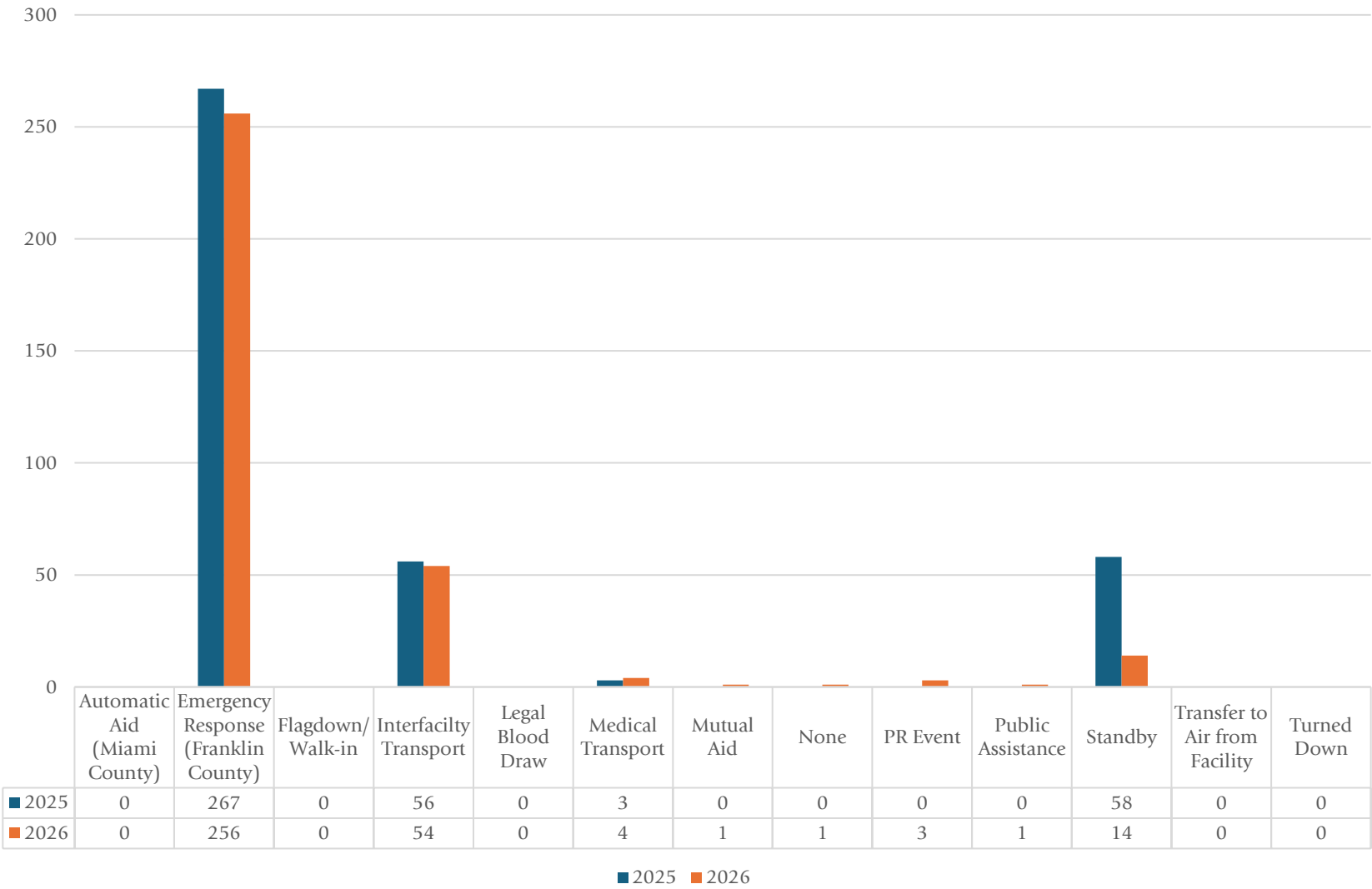
	Anderson	Franklin	Miami
2025	1	379	4
2026	0	334	0

2025 2026

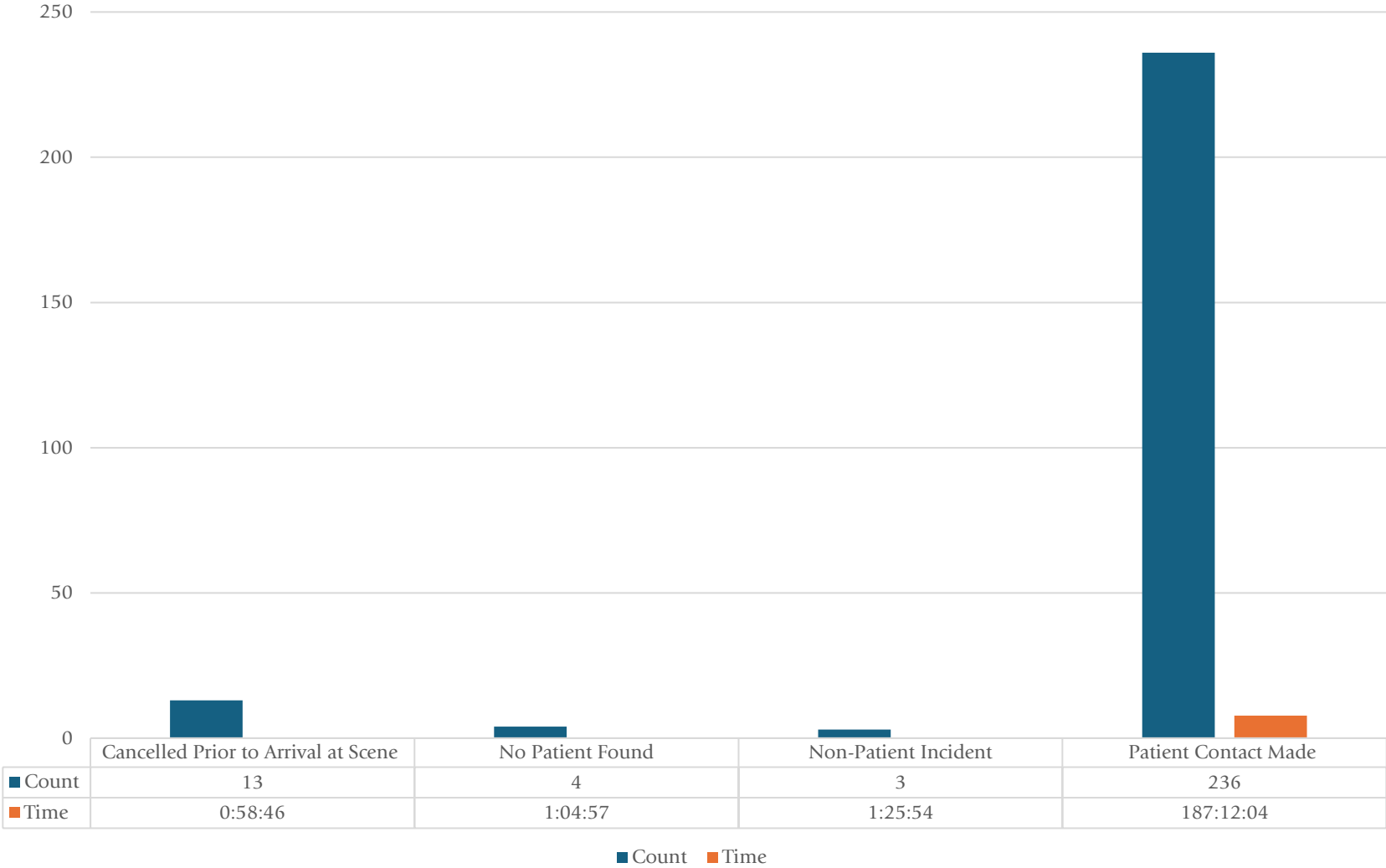
Runs by Zone, January 2026



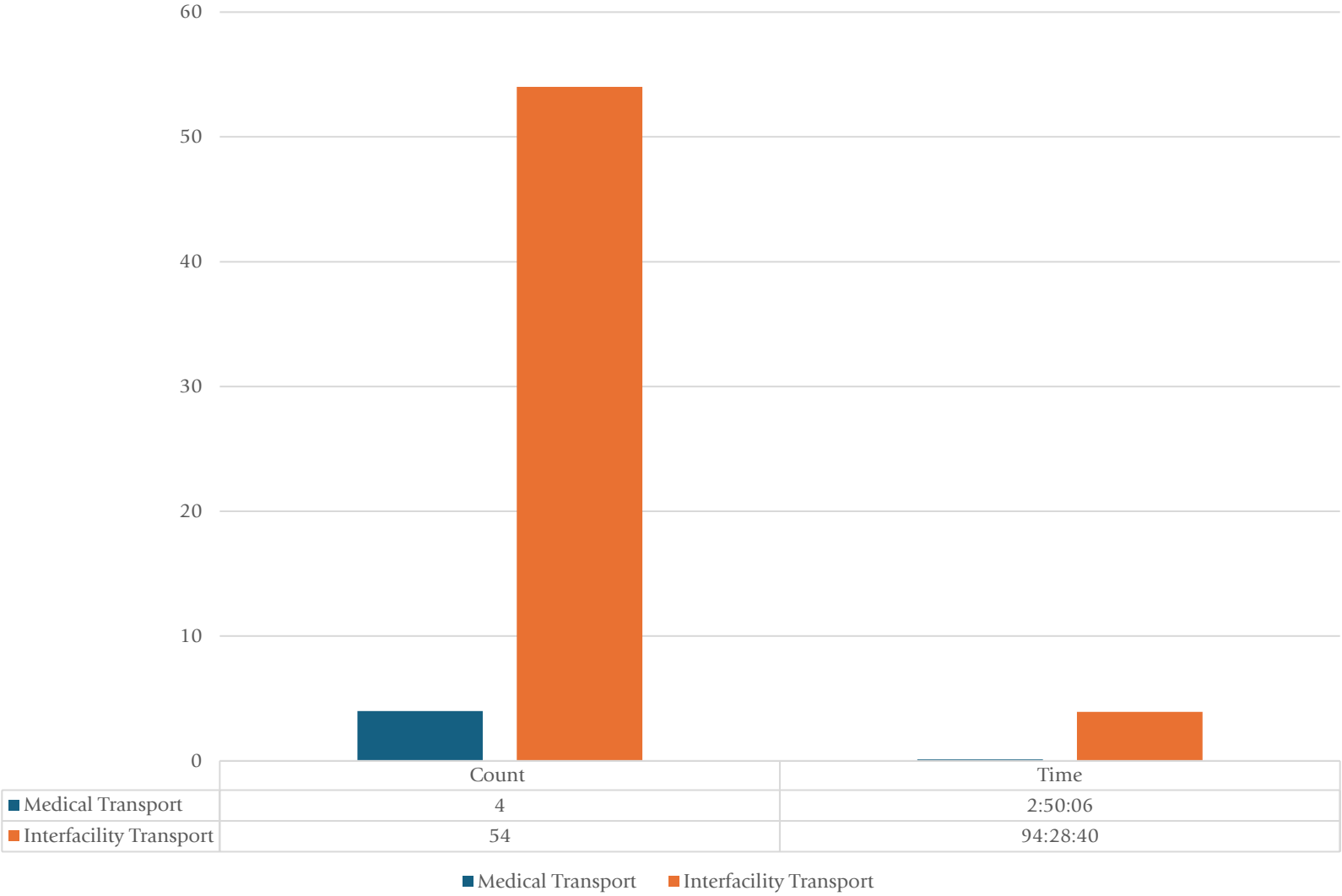
Runs by Response Request, January 2026



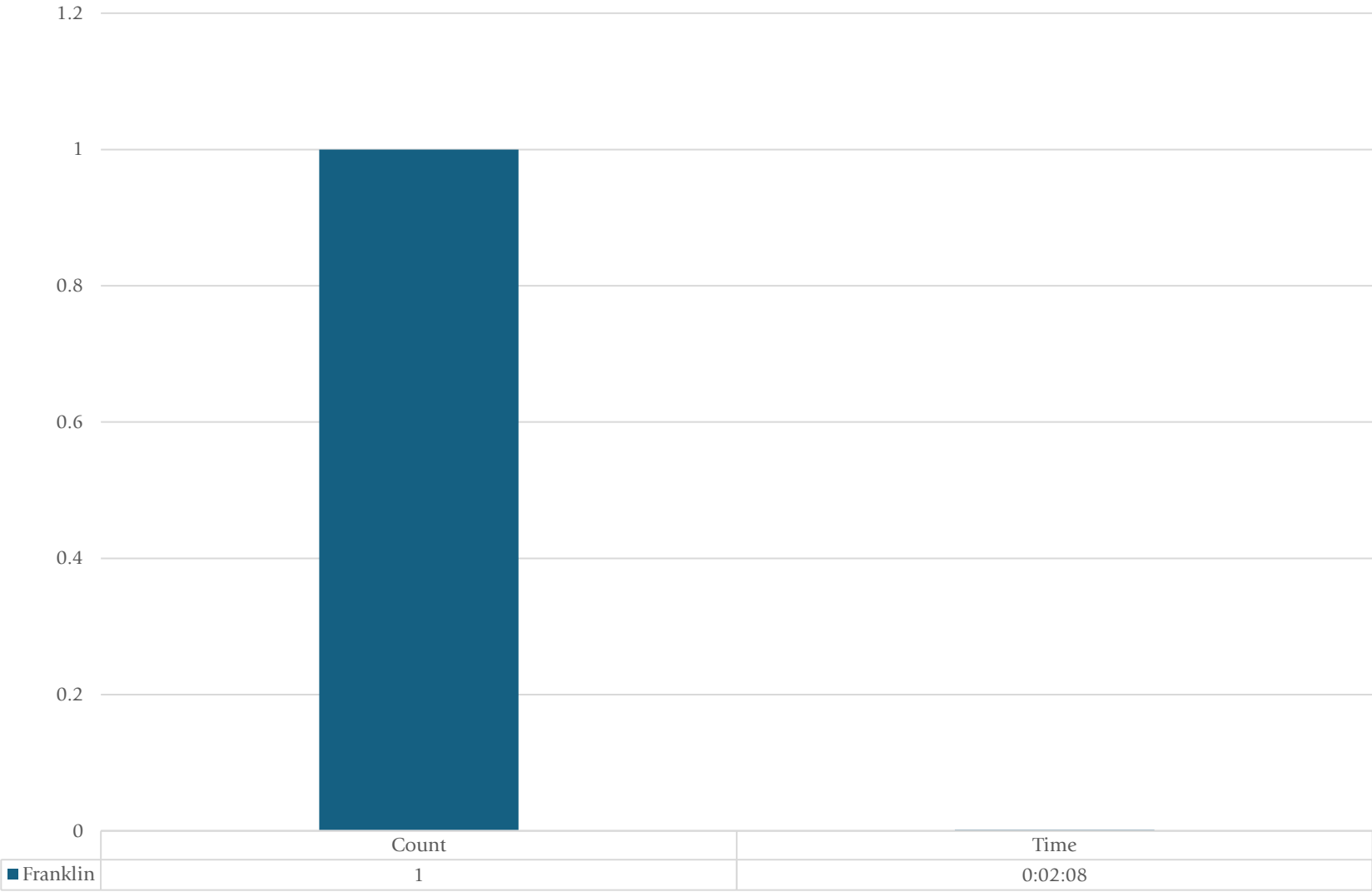
Emergency Response, January 2026
Total Time: 7 Days, 22:41:41



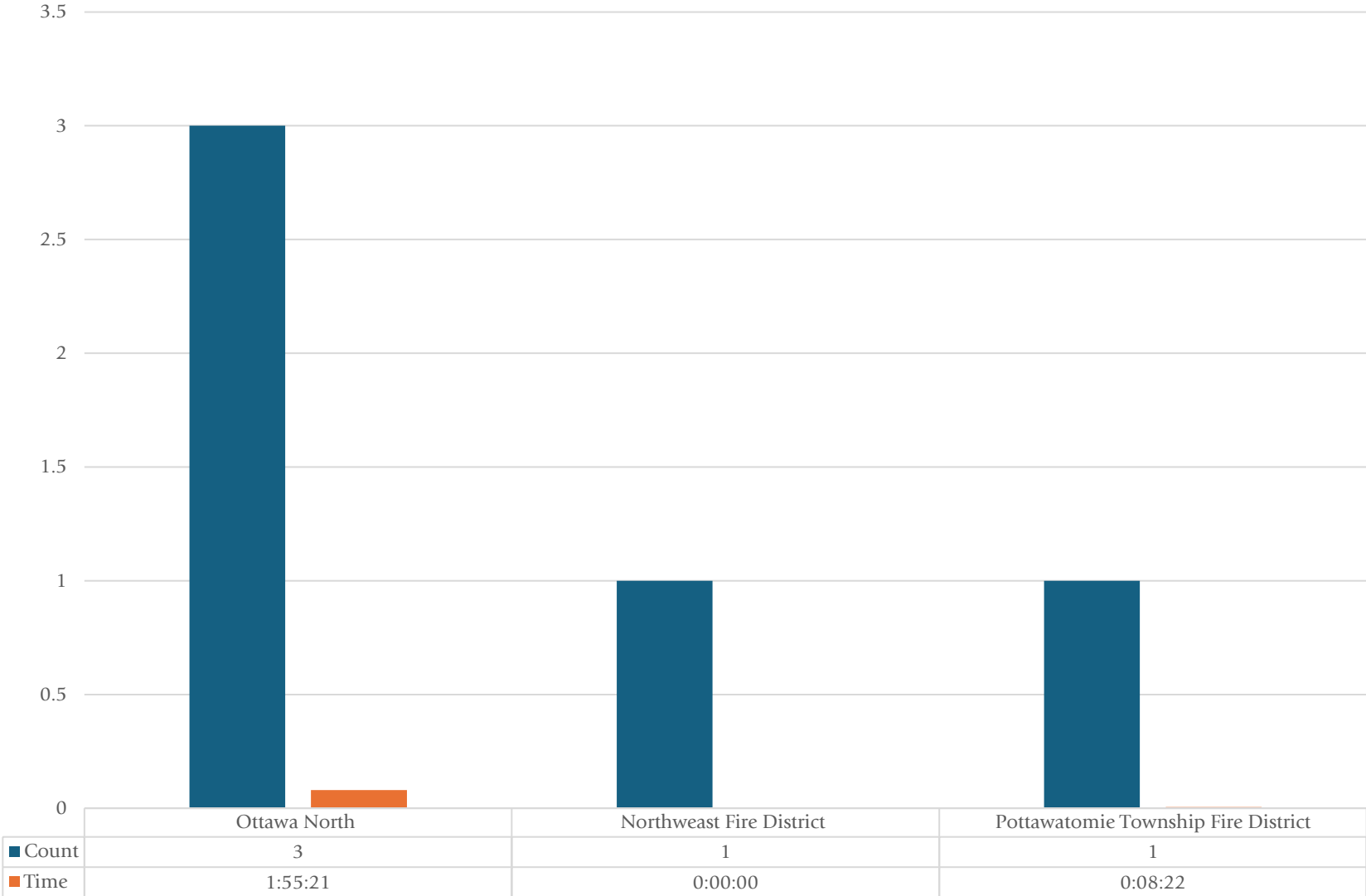
Transfers, January 2026
Total Time: 4 Days 01:18:46



Mutual Aid, January 2026
Total Time: 00:02:08

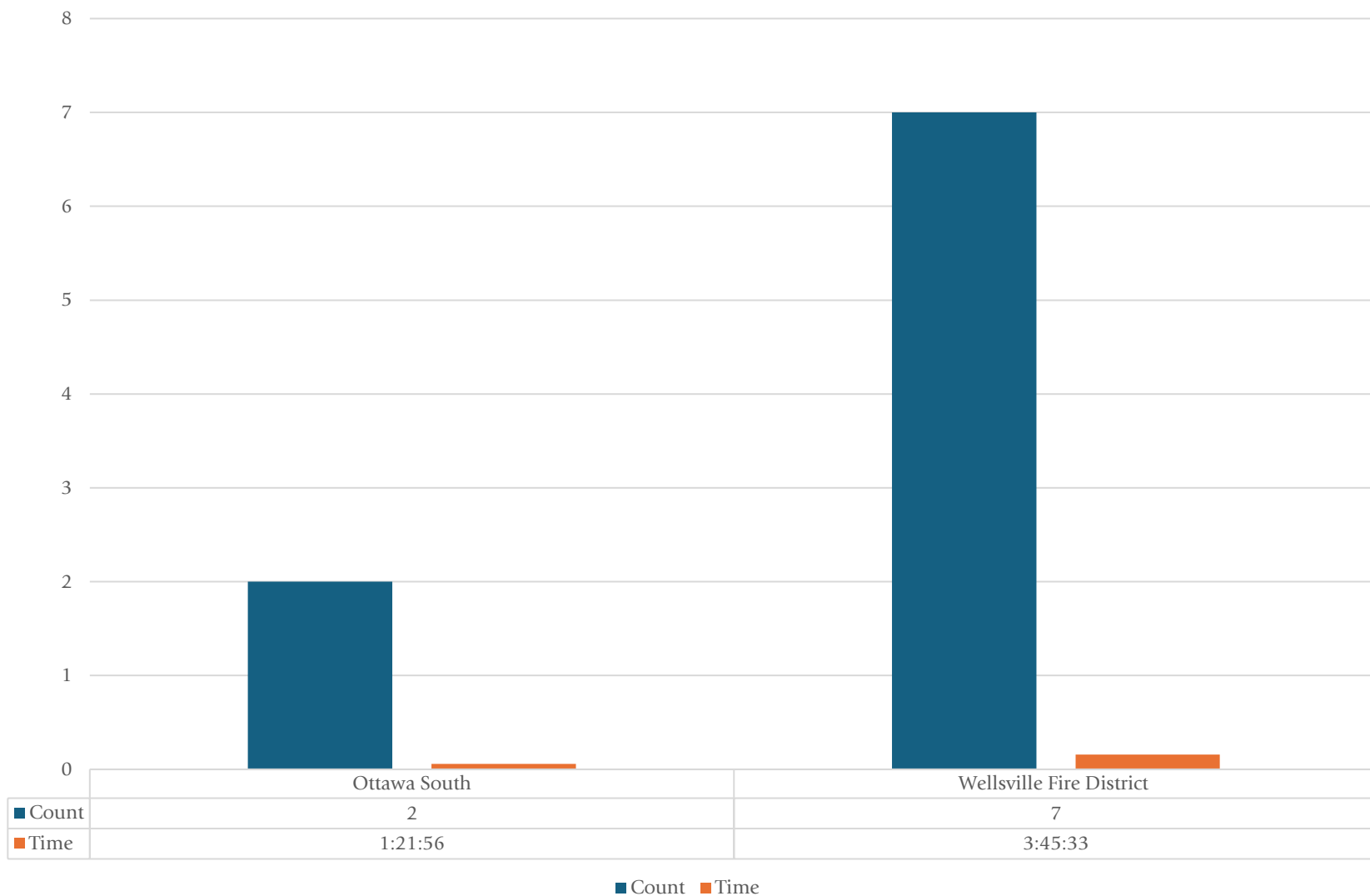


January 2026 Standby, Fire Support
Total Time: 2:03:43



January 2026 Standby, EMS Staging to Improve Coverage

Total Time: 5:07:29



Public Assistance Provided

Location	Type of Assistance Provided	Time
Ottawa North	Assistance with Oxygen Concentrator Problem	0:15:21
Total Time:		0:15:21

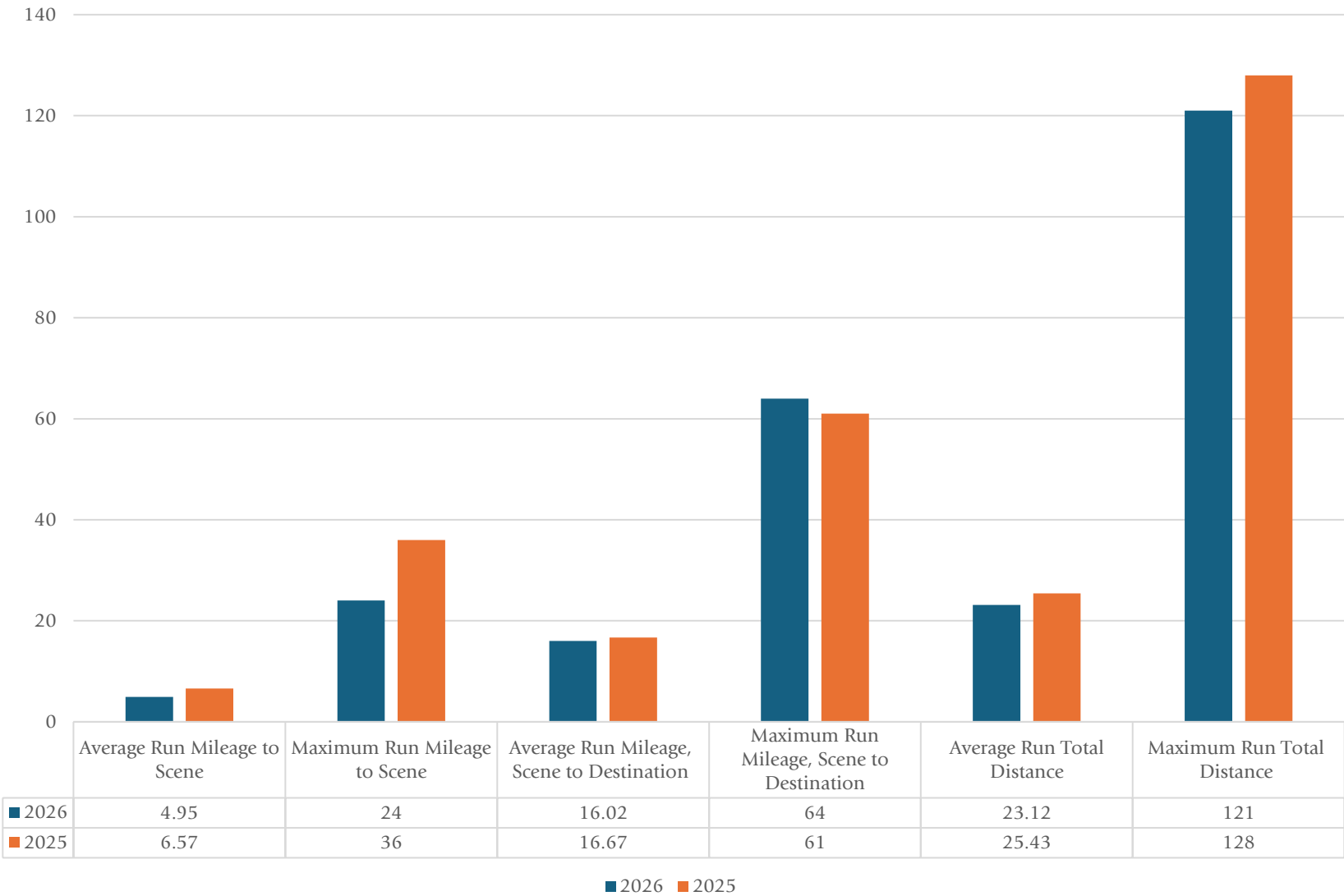
Public Relations Events

Location	Type of PR Event	Time
Rock Creek of Ottawa	Guest Judges of Annual Soup Cook-Off	0:41:04
FCEMS Station 1	Leadership Franklin County Unit/Station Tour	1:00:00
Ottawa Middle School	Career Fair	3:10:12
Total Time:		4:51:16

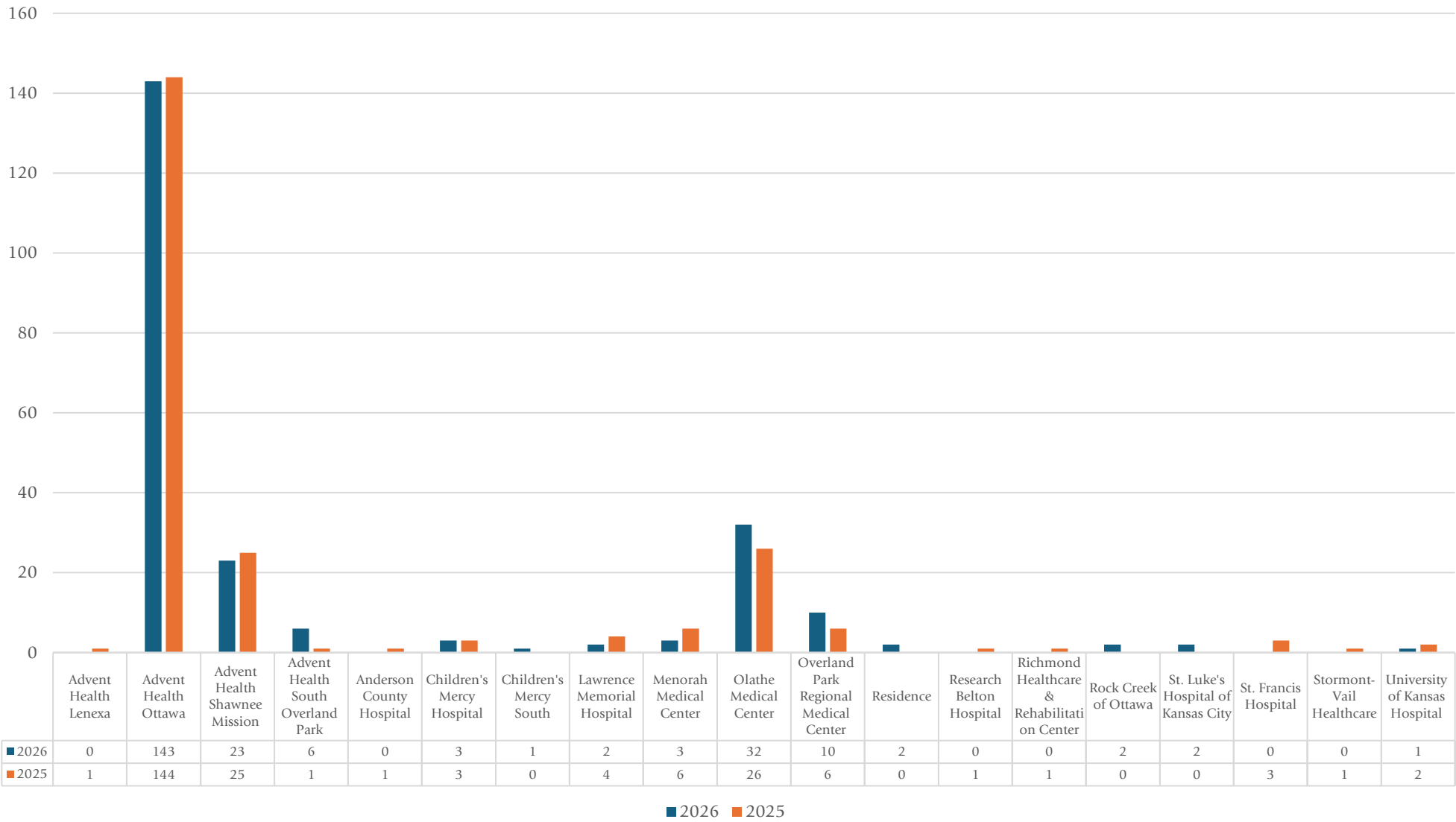
Training Report

Training Type	Category	Topic	Location	Number of Students	Training Hours
Community Education	Community Education	Hands-Only CPR	Ottawa High School	137	7.00
EMS Continuing Education	Internal Specialized Training	FTEP Refresher	Station 1	11	2.25
EMS Continuing Education	National/State	Medical	Station 1	42	1.00
EMS Continuing Education	National/State	Operations	Station 1	42	1.00
EMS Continuing Education	National/State	Cardiovascular	Remote	6	1.50
Totals:				238	12.75

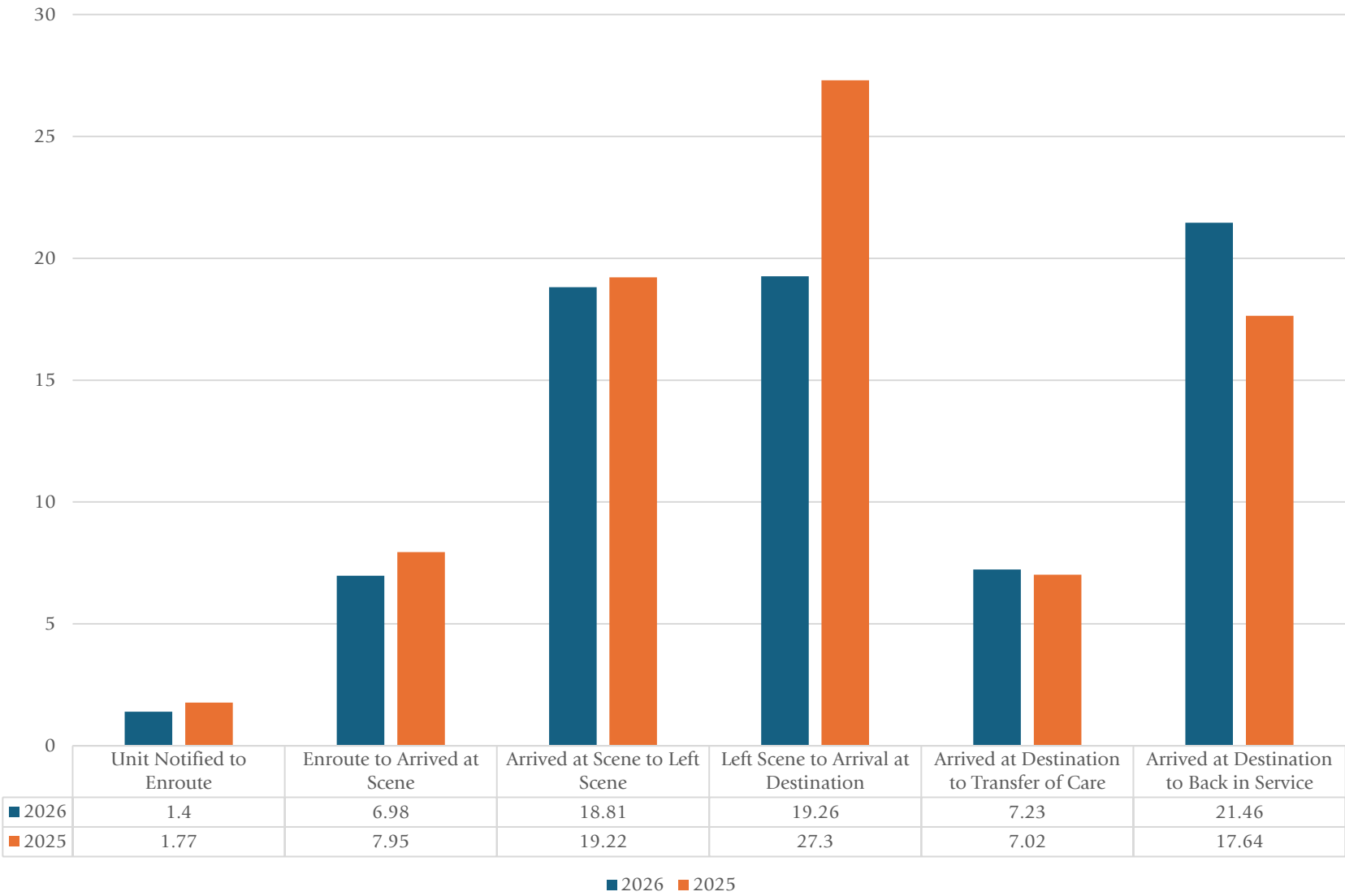
Average Run Mileage Summary January 2026



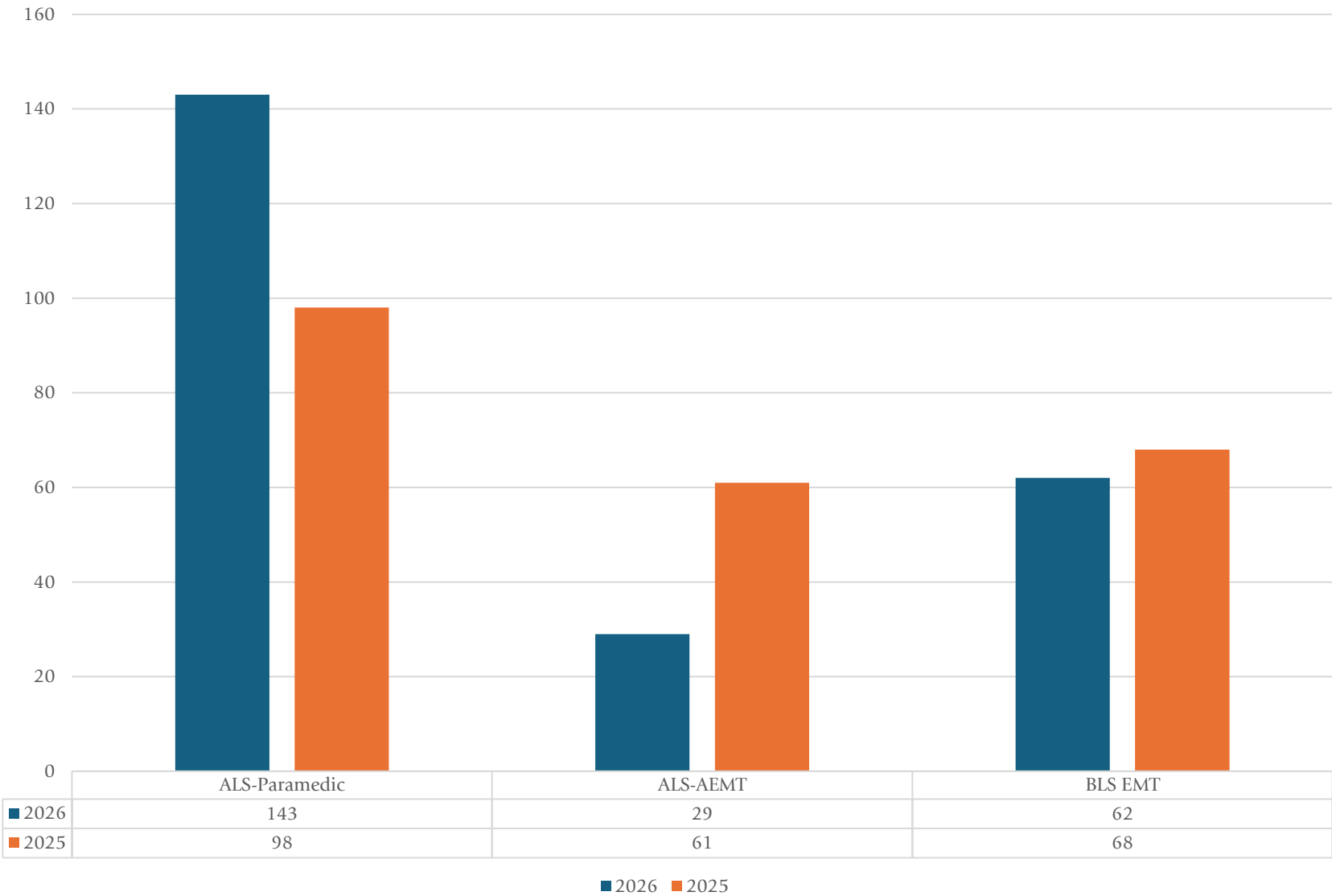
Runs by Destination Name Januray 2026



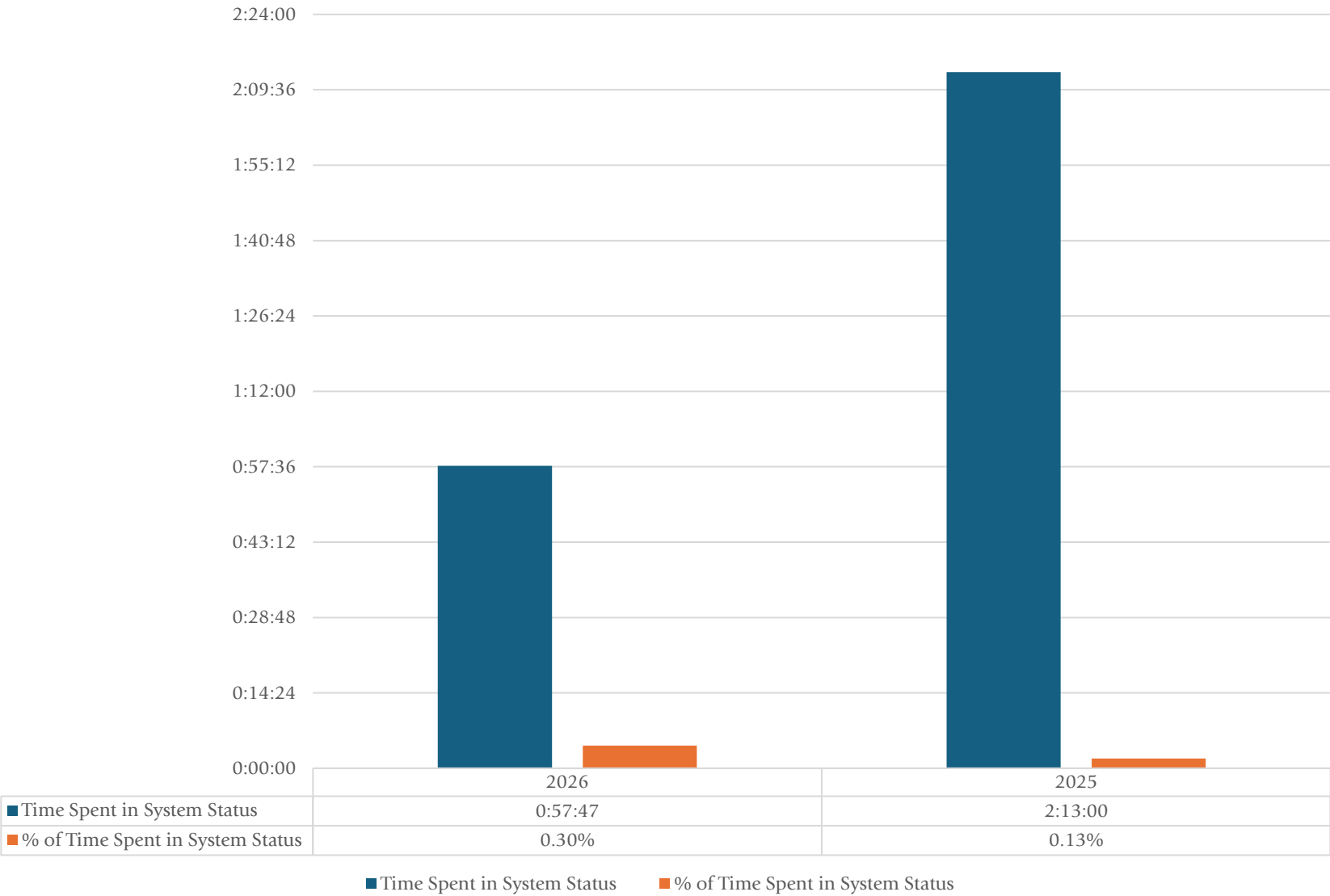
Average Run Time Summary January 2026



Runs by Service Level January 2026



System Status Report January 2026





Franklin
COUNTY KANSAS
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Agenda Cover Sheet

To: Franklin County Board of County Commissioners
From: Christi Hilliker
Department: Ambulance
Date: March 11, 2026

Agenda Item Narrative

Discuss and consider for approval the purchase a POWERPRO-PROCARE 60 month extended warranty in the amount of \$4,940.00, and a POWERLOAD-PROCARE 72 month extended warranty in the amount of \$10,070.40, for a total cost of \$15,010.40.

Background

The Stryker PowerPro 2 EMS transport cot boasts a two-year warranty, while the PowerLoad system is covered for one year. However, investing in the Stryker ProCare extended warranty ensures comprehensive protection for both the new PowerPro 2 EMS transport cot and the PowerLoad system for up to seven years. Key benefits of this extended warranty include coverage for OEM parts, labor, and travel expenses, and access to Stryker service representatives.

Specific Action Requested

Consider for approval the purchase a POWERPRO-PROCARE extended warranty a POWERLOAD-PROCARE extended warranty. An affirmative motion in support of this item would read as follows: "I make a motion to approve the purchase a POWERPRO-PROCARE 60 month extended warranty in the amount of \$4,940.00, and a POWERLOAD-PROCARE 72 month extended warranty in the amount of \$10,070.40, for a total cost of \$15,010.40."

Attachments

Agenda Cover Sheet - Stryker Quote Number 11260637
Stryker Quote Number 11260637



PREVENTATIVE MAINTENANCE

Quote Number:11260637

Version:1

Prepared For:FRANKLIN COUNTY AMB

Attn:

Division:Medical

Rep:Amy LeBar

Email:amy.lebar@stryker.com

Phone Number:

GPO:EMS

SMK Service Rep Name:Jeremi Barnes

SMK Service Rep Email:jeremi.barnes@stryker.com

Quote Date:02/16/2026

Expiration Date:03/18/2026

Contract Start:09/23/2026

Contract End:09/22/2032

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	FRANKLIN COUNTY AMB	Name:	FRANKLIN COUNTY AMB	Name:	FRANKLIN COUNTY AMB
Account #:	20137897	Account #:	20137897	Account #:	20137897
Address:	219 E 14TH	Address:	219 E 14TH	Address:	219 E 14TH
	OTTAWA		OTTAWA		OTTAWA
	Kansas 66067		Kansas 66067		Kansas 66067

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD ✓ Parts, Labor, Travel ✓ Preventative Maintenance	72	1	20.0%	\$10,070.40	\$10,070.40
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO 09/23/2027 - 09/22/2032 ✓ Parts, Labor, Travel ✓ Preventative Maintenance	60	1	20.0%	\$4,940.00	\$4,940.00
ProCare Total:						\$15,010.40	

Price Totals:

Authorized Customer Signer (Printed)Date

Stryker Authorized Signature (Printed)Date



PREVENTATIVE MAINTENANCE

Quote Number:	11260637	Division:	Medical
Version:	1	Rep:	Amy LeBar
Prepared For:	FRANKLIN COUNTY AMB	Email:	amy.lebar@stryker.com
	Attn:	Phone Number:	
GPO:	EMS	SMK Service Rep Name:	Jeremi Barnes
		SMK Service Rep Email:	jeremi.barnes@stryker.com
Quote Date:	02/16/2026		
Expiration Date:	03/18/2026		
Contract Start:	09/23/2026		
Contract End:	09/22/2032		

Authorized Customer Signature	Date	Stryker Authorized Signature	Date
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Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services.

Equipment Service Plan

Line Item #	Model	ProCare Materials	Serial #
1.0	639005550003	PROCARE-SVC-POWER-LOAD	2507012700372
2.0	650705550001	PROCARE-SVC-POWERPRO	2505003301

ProCare[®] Services

Our ProActive approach

With ProCare Services, we offer you operational and financial peace of mind through three comprehensive offerings: **ProCare Preventive Maintenance, ProCare Protect and ProCare Prevent.** You will have confidence in your device's state of readiness along with these additional benefits of your service plan.



Your service details are:



Parts, labor and travel (PLT)

Our most inclusive service offering. All parts, labor and travel associated for repairs of contracted products are included in the cost of the service agreement. This does not include replacement of soft goods or accessories (i.e. mattresses, restraints, removable parts) and is not available for AEDs.



Preventive Maintenance (PM)

Contracted products receive an annual PM for the length of the service agreement. PM-only agreements do not cover any necessary repairs identified through the PM process. For details on preventive maintenance, refer to applicable product sheet. Preventive maintenance can also be done as individual billable work.

• Additional Preventive Maintenance:

Contracted products on a PM-only contract can receive an additional PM at the 6-month mark for the length of the service agreement.



Case Change

Stryker defibrillators, AEDs and LUCAS[®] products with this entitlement are allowed an agreed upon and documented number of case changes, upon failure, during the length of the service agreement.



Special Ops

This is a premium, fully customizable service based on your installed assets. This white-glove experience is designed to complete large scale PM projects in a short amount of time, typically within a week. Services include PM's, product unboxing and set up, power washing, all repair work as well as other customer or field initiatives.



Maintenance inspections

Stryker Medical products past their service life, with this entitlement, will receive one maintenance inspection annually for the duration of the service agreement. This does not include any repair work or any work that is part of the PM process. Additional inspections are available for purchase.



Battery service

Stryker Medical products with this entitlement can have the batteries replaced, as a one-for-one swap, upon failure, during the length of the service agreement.

ADDENDUM TO PROCARE MEDICAL QUOTE

This Addendum (“**Addendum**”) is entered into by and between the facility listed on the Quote (“**Customer**”) and Stryker Sales, LLC, acting through its Medical Division (“**Stryker**”) and modifies the ProCare Medical Quote (“**Quote**”). The terms of this Addendum will apply to Customer’s purchase of Services as outlined in the Quote for Service. In the event of a conflict or inconsistency between the Quote and this Addendum, relative to Service, this Addendum will govern.

1. **Effective Date and Term.** The term of this Addendum shall be coterminous with the Quote (“**Term**”).
2. **Service.** Stryker will perform the repair and maintenance services as described in the Quote (collectively, the “**Services**”) to the Equipment set forth on the Quote (“**Equipment**”).
3. **Service Terms and Conditions.** Services will be subject to the terms and conditions set forth in this Addendum.
4. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty and Limitations of Warranty.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
 - a. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - b. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - c. If the Services are to be performed on Customer’s premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer’s then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - d. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - e. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
6. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER’S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED “INDEMNIFICATION,” STRYKER’S LIABILITY ARISING UNDER THIS ADDENDUM WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THIS ADDENDUM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS’ FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
7. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Addendum. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under Addendum and represents that it will obtain all necessary consents from patients.
8. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Addendum as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (i) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker’s quote), mattresses, disposable items, IV poles or rust or corrosion damage; Customer agrees to provide personal protective equipment (“**PPE**”) to OnSite/Clinical Specialists. Notwithstanding anything else in this Addendum in the event Customer fails to provide appropriate industry-standard PPE to all OnSite Specialists, as determined in Stryker’s sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.
9. **Indemnification.** Stryker shall indemnify Customer from any third party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker’s employee or agent; (ii) the failure of any person other than Stryker’s employee or agent to follow any instructions outlined in the labeling, manual, and/or

instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

10. **Insurance.** Stryker shall maintain the following insurance coverage during the Term: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to Stryker's liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law subject to statutory limits and employer's liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker's employees. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Addendum to the contrary, to the extent allowed by applicable law or regulation, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.
11. **Confidentiality.** Stryker and Customer: (i) shall hold in confidence this Addendum and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.
12. **Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.
13. **Background Check.** Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:
 - a. Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
 - b. Employment history verification;
 - c. SSN trace, including address history verification;
 - d. OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
 - e. FDA Debarment and Disqualified/Restricted List search;
 - f. OIG/HHS Exclusion List check;
 - g. EPLS/GSA Exclusion List check;
 - h. Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
 - i. Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

14. **Independent Contractor.** The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.
15. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Addendum, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Addendum shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Addendum will be conducted by state or federal courts located in the State of Michigan. This Addendum shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Addendum. In the event of an inconsistency or conflict between this Addendum and any purchase order, invoice, or similar document, this Addendum will control. The sections entitled Warranty and Limitation of Warranties, Indemnification, Limitation of Liability, Confidentiality and Miscellaneous of this Addendum shall survive its termination or expiration.

PURCHASE ORDER FORM

Does the Customer require a PO# on invoices for payment?

☐ No

☐ Yes

If yes, do not use this form.

Check box confirming BILL TO and SHIP TO on quote is accurate. ☐

	Customer # - 20137897
--	------------------------------

Company Name

FRANKLIN COUNTY AMB

Contact or Dept

Phone

Email

Stryker Quote #	Grand Total Amount
11260637	\$15,010.40

Authorized Customer:

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Check box if anything attached ☐

Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

***Service Terms and Conditions:**

The Terms and Conditions outlined in this quote, as well as any resulting Customer purchase order, are governed by the Terms and Conditions specified in the Terms Addendum to ProCare Medical Quote attached hereto. However, these Terms and Conditions do not apply if the Customer and Stryker are bound by a Master Service Agreement or by a separate written agreement that governs the purchase or sale of goods and/or services



To: Franklin County Board of County Commissioners
From: Nathan Boyd
Department: Planning & Building
Date: Wednesday, March 11, 2026

AGENDA ITEM NARRATIVE

Consider the approval of rezoning application #2601-0070 (Vining) to rezone approximately 5.00 acres from the A-1, Agriculture District to the R-E, Residential Estate District.

BACKGROUND

The Planning Commission held a public hearing on February 19, 2026, to consider rezoning application #2601-0070 (Vining).

The property is currently known as 3353 Cloud Road and is located on the North side of Cloud Road and on the East side of Nevada Road, in the Southwest Quarter (SW ¼) of Section 33, Township 18 South, Range 20 East. No portion of the proposed 5.00-acre parcel is located within the Special Flood Hazard Area.

The applicant is requesting to rezone approximately 5.00-acres from an A-1, Agricultural District to an R-E, Residential Estate District to allow for a lot split to separate the residence and outbuildings from the remaining agricultural ground. The remaining 155.00 would be sold to an adjacent property owner and retained for agricultural purposes. The lot split is being requested to get the estate in order before the property owner passes away.

The existing residence is currently served with a water meter provided by Franklin County Rural Water District #6 for on-site water and an M-55 Design Lagoon for the on-site septic system.

After hearing Staff presentation, the Planning Commission did recommend approval of application #2601-0070 (Vining) to rezone approximately 5.00 acres from the A-1, Agriculture District to the R-E, Residential Estate District by a unanimous vote of those members present. Notice was sent to two (2) surrounding property owners. The Planning Department did not receive any comments for or against the proposed rezoning and no one appeared at the public.

STAFF RECOMMENDATION

Staff recommends that the County Commissioners accept the Planning Commission's recommendation and adopt the attached resolution for the approval of rezoning application #2601-0070 (Vining) to rezone approximately 5.00 acres from the A-1, Agriculture District to the R-E, Residential Estate District and to amend the Official County Zoning Map accordingly.

SPECIFIC ACTION REQUESTED

An Affirmative motion in support of the Planning Commission's recommendation would read as follows: "I make a motion to approve rezoning application #2601-0070 (Vining) to rezone approximately 5.00 acres from the A-1, Agriculture District to the R-E, Residential Estate District and to amend the Official County Zoning Map accordingly".

ATTACHMENTS

Applicant Site Plan

Zoning Map

Farmland Classification Map & Legend

Floodplain and Road Surface Map

Surrounding Subdivision Map

Aerial Photo (3)

Survey

Resolution/s

VINING ZONING MAP



Zoning Map

 Agriculture

 Transitional Agriculture

 Commercial

 Highway Commercial

 Light Industrial

 Heavy Industrial

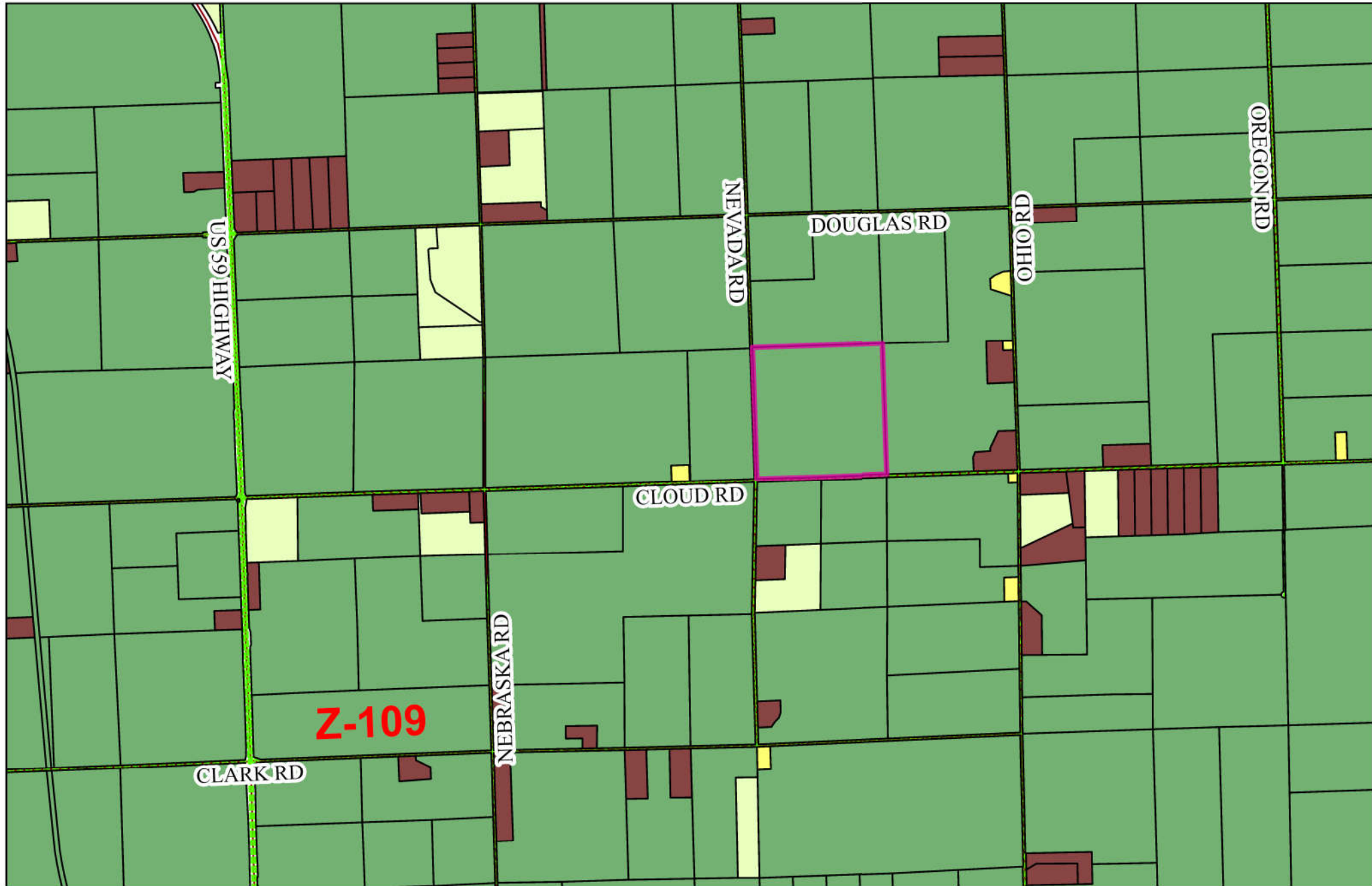
 Mobile Home Park

 Single Family

 Single Family
Residential Three Acre

 Residential Estate

 City Zoning



VINING FARMLAND CLASSIFICATION MAP



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
8609	Aliceville silty clay loam, 1 to 3 percent slopes	All areas are prime farmland	7.3	4.5%
8775	Kenoma silt loam, 1 to 3 percent slopes	All areas are prime farmland	48.1	29.6%
8912	Summit silty clay loam, 3 to 7 percent slopes	All areas are prime farmland	12.1	7.4%
8962	Woodson silt loam, 1 to 3 percent slopes	All areas are prime farmland	95.2	58.5%
Totals for Area of Interest			162.6	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Vining Road Surface & Floodplain Map

ROAD SURFACE

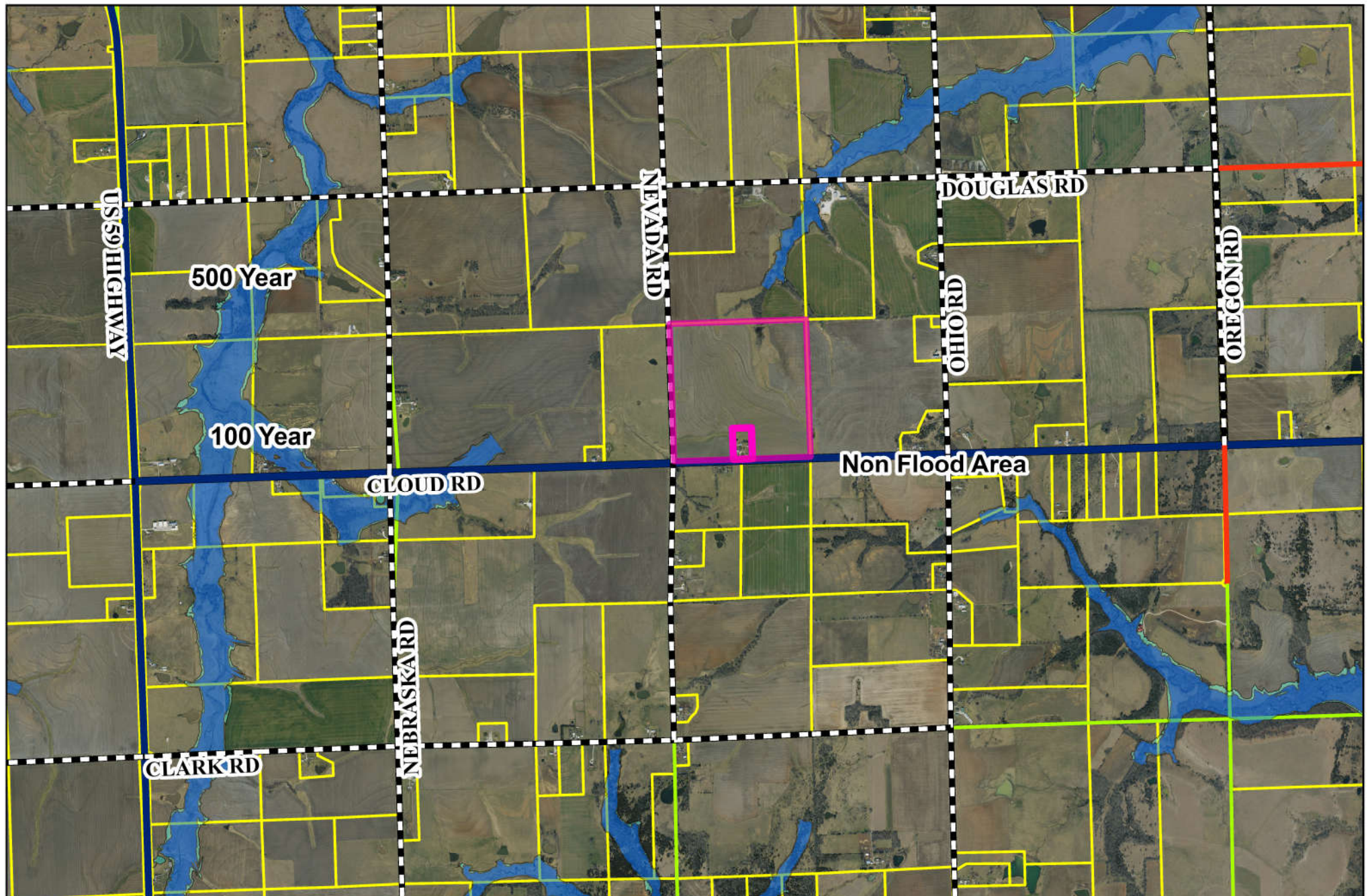
- PAVED ROAD
- MIN. MAINT.

- GRAVEL
- ROAD_SURFA
- Private Drive

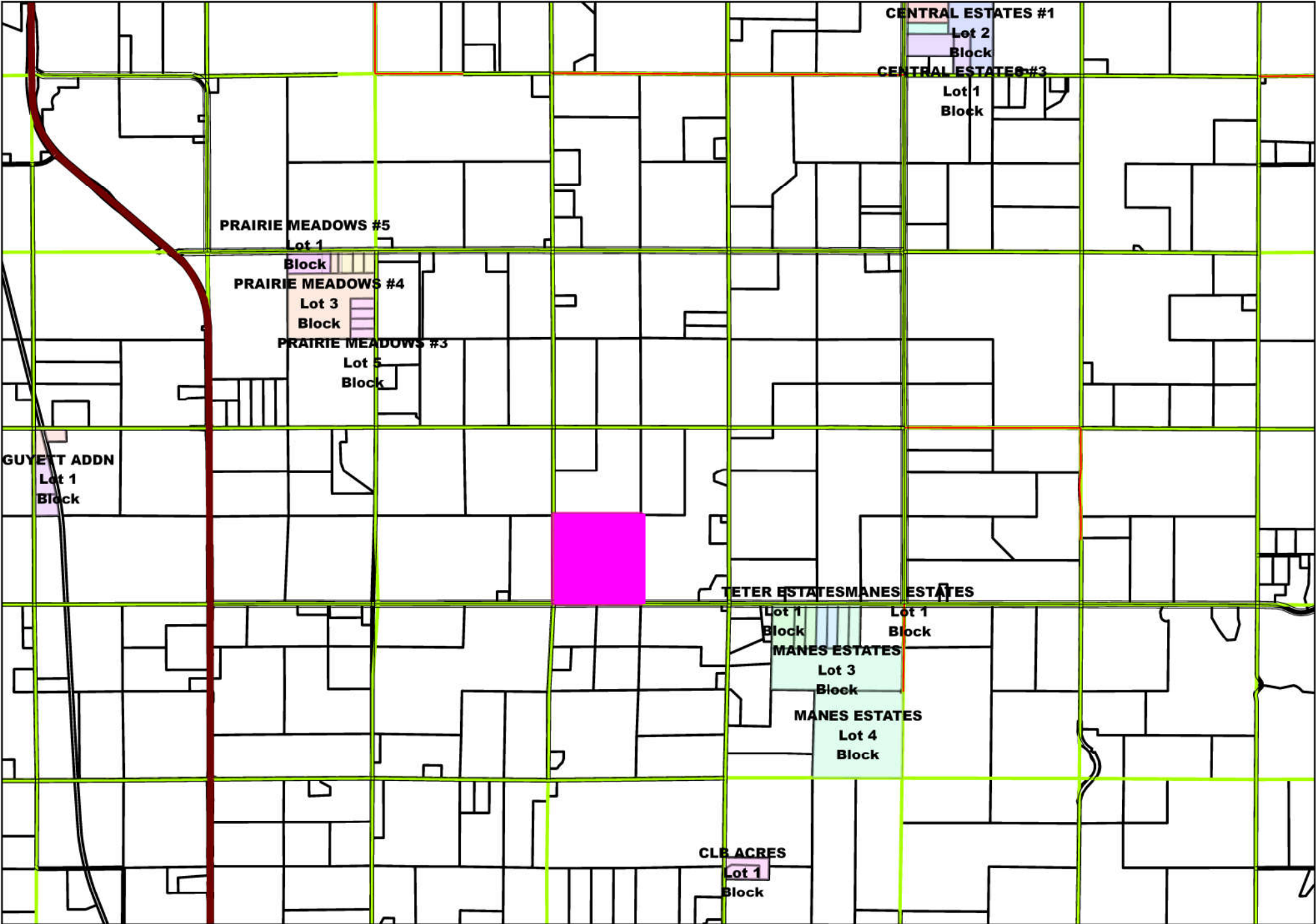
Flood_Year_2022

- 500 Year
- Non Flood Area

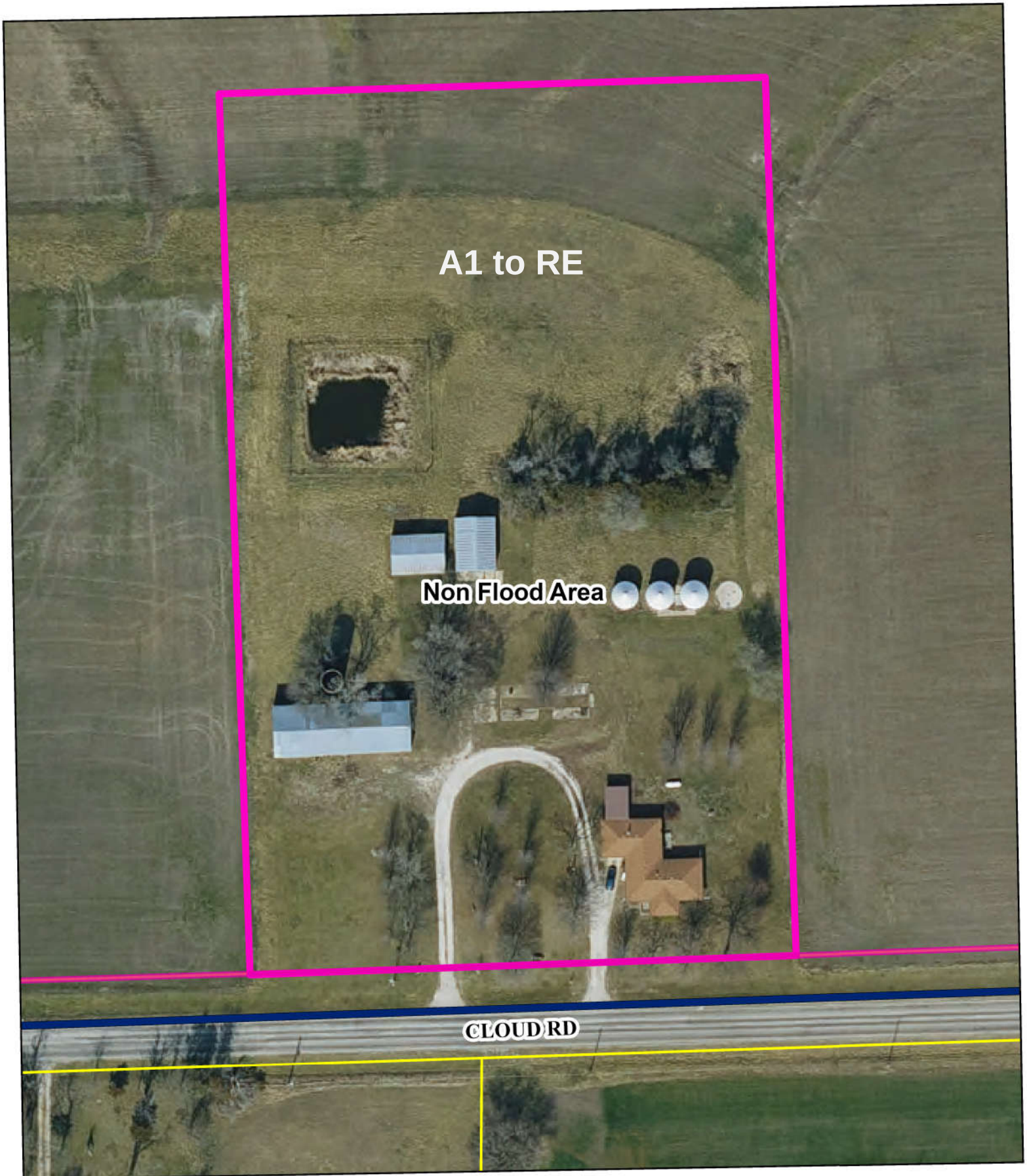
- Reduced Flood Risk due to Levee
- 100 Year
- Floodway



VINING SURROUNDING SUBDIVISION MAP



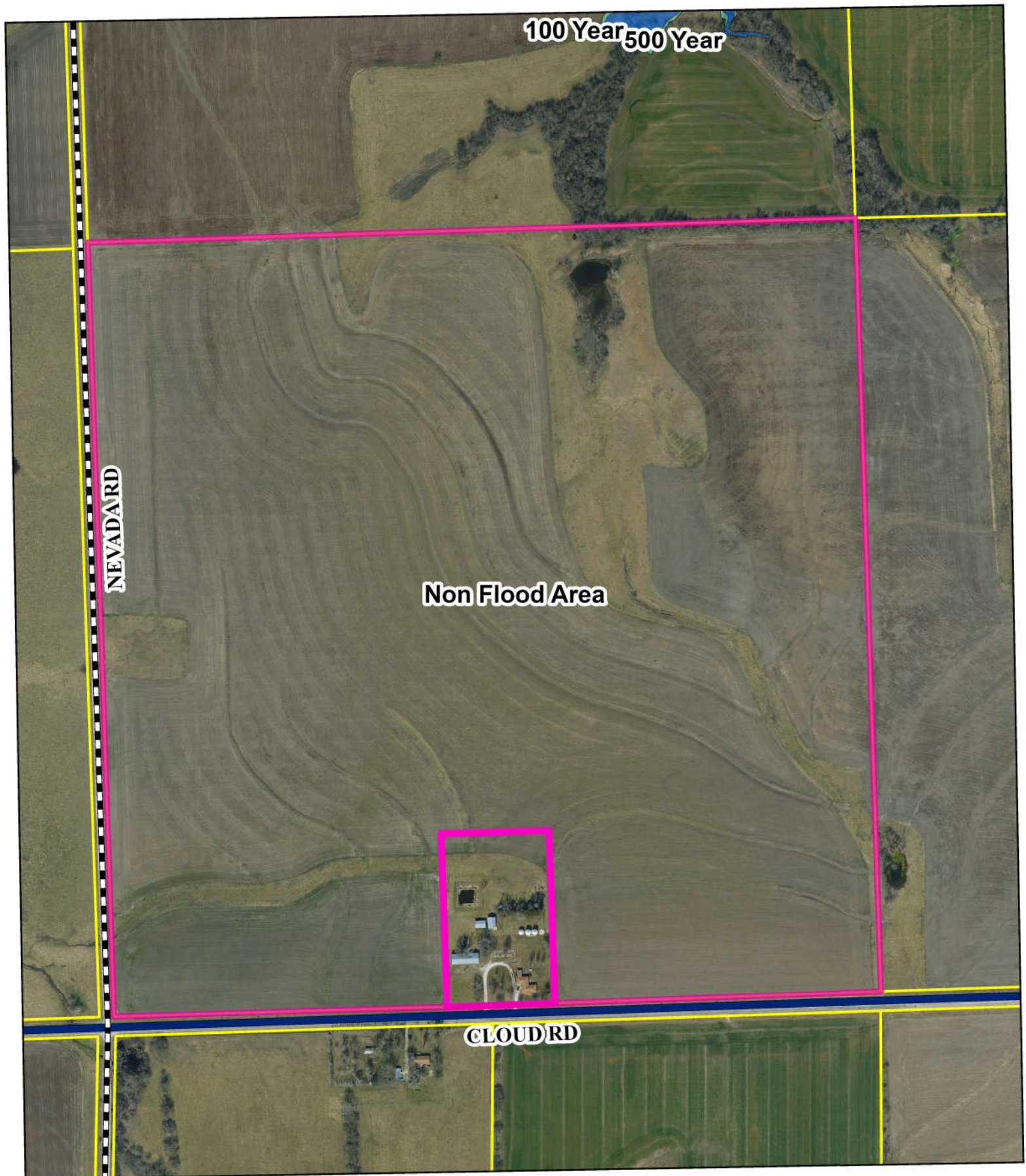
VINING TRACT TO BE REZONED

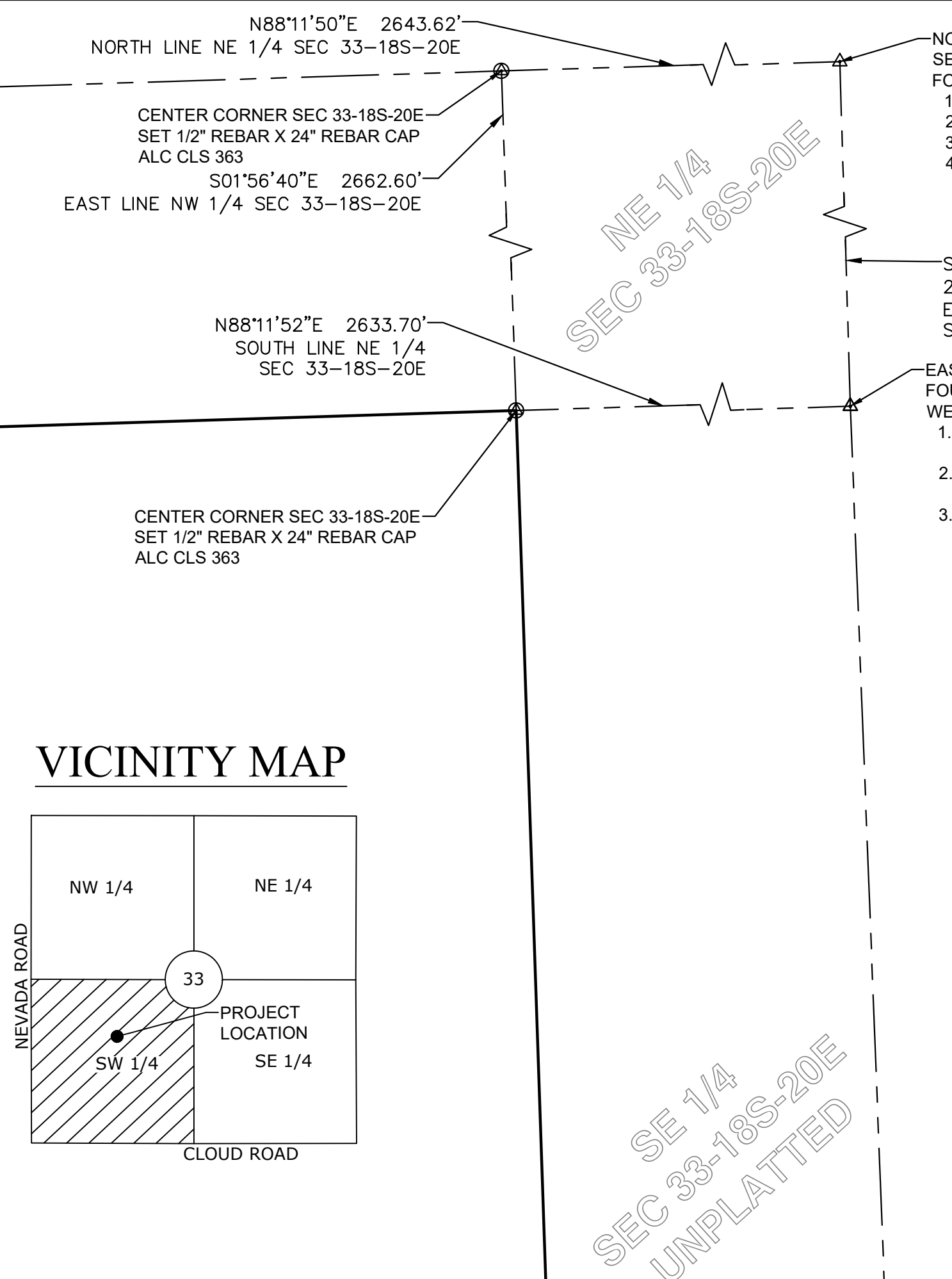


VINING BEFORE LOT SPLIT



VINING AFTER LOT SPLIT





 SECTION CORNER
 FOUND PROPERTY CORNER AS NOTED
 SET 1/2" X 24" REBAR CAP ALC KS CLS 363

1. THE BASIS FOR THE BEARING SYSTEM FOR THIS PLAT IS THE KANSAS NORTH ZONE U.S. STATE PLANE 1983.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN FEET.
3. FLOODPLAIN NOTE: ACCORDING TO "FIRM" MAP COMMUNITY PANEL NUMBERS 20059C0350E EFFECTIVE MARCH 08, 2022, THIS SURVEY IS LOCATED IN ZONE "X".
4. KS ONE CALL WAS NOT CALLED ON THIS SURVEY.
5. CLOSURE PRECISION: 1 PART IN 15170878.571
6. FENCE LINES DO NOT NECESSARILY DENOTE PROPERTY LINES.
7. RIGHT OF WAY DIMENSIONS SHOWN VIA FRANKLIN COUNTY GIS MAPPING

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF
SECTION 33, TOWNSHIP 18 SOUTH, RANGE 20 EAST
OF THE 6TH P.M., IN FRANKLIN COUNTY, KANSAS

OVERALL DESCRIPTIONS:

DESCRIPTION PER DEED (BOOK 307 PAGE 266):

THE S.W. 1/4 OF SEC 33, TWP. 18, RNG. 20

SUBJECT TO: EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYORS SUGGESTED:

TRACT 1:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 20 EAST OF THE 6TH P.M., IN FRANKLIN COUNTY, KANSAS, PREPARED BY ROGER B. DILL PLS 1408 DATED DECEMBER 9, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 02°00'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2661.22 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 88°11'2" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 2648.42 FEET TO THE CENTER CORNER OF SAID SECTION 33; THENCE SOUTH 01°56'40" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2664.56 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 88°16'14" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1123.02 FEET; THENCE NORTH 02°00'33" WEST, A DISTANCE OF 592.46 FEET; THENCE SOUTH 88°16'14" WEST, A DISTANCE OF 367.42 FEET; THENCE SOUTH 02°00'33" EAST, A DISTANCE OF 592.46 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°16'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1154.98 FEET TO THE POINT OF BEGINNING. CONTAINING 6830718.39 SQFT OR 156.81 ACRES MORE OR LESS.

TRACT 2:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 20 EAST OF THE 6TH P.M., IN FRANKLIN COUNTY, KANSAS, PREPARED BY ROGER B. DILL PLS 1408 DATED DECEMBER 9, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 88°16'14" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1154.98 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE NORTH 02°00'33" WEST, A DISTANCE OF 592.46 FEET; THENCE NORTH 88°16'14" EAST, A DISTANCE OF 367.42 FEET; THENCE SOUTH 02°00'33" EAST, A DISTANCE OF 592.46 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88°16'14" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 367.42 FEET TO THE POINT OF BEGINNING. CONTAINING 217681.31 SQFT OR 5.00 ACRES MORE OR LESS

FILING RECORD:
STATE OF KANSAS
FRANKLIN COUNTY

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE FRANKLIN COUNTY REGISTER OF DEEDS ON THE ____ DAY OF _____, 20__, AT ____ AM/PM AND IS DULY RECORDED AT SLIDE NO. _____, INSTRUMENT NO. _____.

VICKI HUGHES, REGISTER OF DEEDS, FRANKLIN COUNTY

STATE OF KANSAS,
COUNTY OF FRANKLIN,

THIS IS TO CERTIFY THAT ALL CURRENT AND PREVIOUS YEARS TAXES AND ANY SPECIAL ASSESSMENTS HAVE BEEN PAID ON THE LAND BEING PLATTED.

DATE SIGNED: _____

MARILYN STEVENSON, TREASURER

STATE OF KANSAS)
FRANKLIN COUNTY)
SS

SS
I

Subdivision Regulations of Franklin County, Kansas, and is, therefore, approved for recording.

Signed the

Pat Toth
Planning Director

THIS SURVEY HAS BEEN REVIEWED AND APPROVED FOR FILING, PURSUANT TO K.S.A. 58-2005, FOR CONTENT AND IS IN COMPLIANCE WITH THIS ACT. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED.

APPROVED BY _____ DATE _____

TIM SLOAN, COUNTY REVIEWER

SOUTHEAST CORNER
SEC 33-18S-20E
FOUND 2" ALUMINUM DISC

1. 36.40' NE TO NAIL & WASHER IN WEST FACE OF POWERPOLE
2. 64.70' NW TO NAIL & SHINER IN SOUTH FACE OF CORNER FENCE POST
3. 69.95' SSE TO PK NAIL & SHINER IN WEST FACE OF FENCE POST
4. 7.0' W TO N-S CENTERLINE & SOUTH 1.0 FEET TO CENTERLINE E-W CENTERLINE +/-

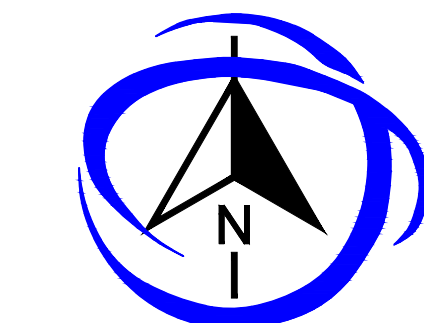
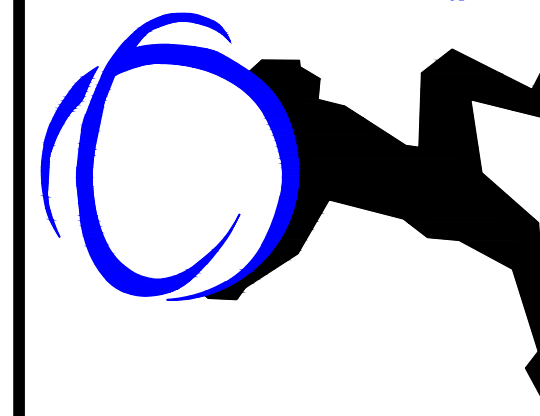
—SOUTH LINE SE 1/4
SEC 33-18S-20E
S87°59'51"W
2646.23'

TRACT 1
6830718.39 SQ FT
156.81 ACRES

ALC

ATLAS LAND CONSULTING
SURVEYING • RECORDS • DRAINAGE
atlaslandconsulting.com
14500 Parallel Road, Unit R, Bacheur, KS 66607

US ENG COA. # 23115
KS SURV. COA. # 2363
MO ENG COA. # 202201-0084
NO SURV. COA. # 20202014231



150 75 0 150

SCALE IN FEET

TRACT SPLIT SURVEY

3353 CLOUD RD,
Richmond, KS 66080

PREPARED FOR:
PAT VINING

3353 CLOUD RD, Richmond, KS 66080

PROJECT #: 25-478S

ISSUE DATE: 12/09/2025

This is to certify on this 18TH day of NOVEMBER, 2025 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary



ROGER B. DILL, PLS 1408



**Board of County Commissioners
Franklin County, Kansas**

Resolution 26-

**A RESOLUTION AMENDING THE
OFFICIAL ZONING DISTRICT MAP OF FRANKLIN COUNTY, KANSAS**

WHEREAS, the Franklin County Planning Commission of Franklin County, Kansas, received an application for a Zone Change from Patsy A. Vining to rezone approximately 5.00 acres, described as Tract 2, from the A-1, Agriculture District to the R-E, Residential Estate District. The property described below lies outside any incorporated city and is described as follows:

TRACT 2:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 20 EAST OF THE 6TH P.M., IN FRANKLIN COUNTY, KANSAS, PREPARED BY ROGER B. DILL PLS 1408 DATED DECEMBER 9, 2025; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 88° 16' 14" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1154.98 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE NORTH 02° 00' 33" WEST, A DISTANCE OF 592.46 FEET; THENCE NORTH 88° 16' 14" EAST, A DISTANCE OF 367.42 FEET; THENCE SOUTH 02° 00' 33" EAST, A DISTANCE OF 592.46 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88° 16' 14" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 367.42 FEET TO THE POINT OF BEGINNING. CONTAINING 217681.31 SQ FT OR 5.00 ACRES MORE OR LESS.

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the January 28, 2026, notice of public hearing for said Zoning Change; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on February 19, 2026, regarding said Zoning Change; and

WHEREAS, the Franklin County Planning Commission, on February 19, 2026, in regular session and by a unanimous vote of those members present, recommended approval of said Zoning Change request based upon certain findings of fact, whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Franklin County Board of County Commissioners, after duly reviewing the recommendation of the Planning Commission and considering all public comments and concerns regarding said Zoning Change, find that the rezoning of said property would not be detrimental to the surrounding properties and would be in compliance with the provisions of K.S.A. 12-753, the purpose and intent of the Franklin County Comprehensive Plan and the general welfare of the citizens of Franklin County.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby approve the rezoning of the above-described tract from the A-1, Agriculture District to the R-E, Residential Estate District and that the Official Zoning District Map of Franklin County, Kansas be amended to reflect the approved zoning change.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 11th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 11th day of March 2026.

Janet Paddock
County Clerk



Franklin
COUNTY KANSAS
| BUILT 1858 |

**Board of County Commissioners
Franklin County, Kansas**

Resolution 26-

**A RESOLUTION DENYING REZONING APPLICATION #2601-0070 PATSY A.
VINING TO REZONE APPROXIMATELY 5.00 ACRES FROM THE A-1,
AGRICULTURE DISTRICT TO THE R-E, RESIDENTIAL ESTATE DISTRICT.**

WHEREAS Franklin County, Kansas is a county municipal government, organized pursuant to K.S.A. 19-101; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the January 28, 2026, notice of public hearing for said Zoning Change; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on February 19, 2026, regarding said Zoning Change; and

WHEREAS, the Franklin County Planning Commission, on February 19, 2026, in regular session and by a unanimous vote of those members present, recommended approval of said Zoning Change request based upon certain findings of fact, whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Board of County Commissioners of Franklin County, after duly reviewing the recommendation of the Planning Commission together with all public comments for and against said Rezoning Application finds:

1. That the rezoning from "A-1" to "R-E" is not consistent with the County Zoning Regulations.
2. That the rezoning from "A-1" to "R-E" is not in conformance with and would not further enhance the County Comprehensive Plan.
3. That the rezoning from "A-1" to "R-E" will unduly affect the character of the surrounding community.
4. That the rezoning from "A-1" to "R-E" will impact property values of surrounding properties.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby deny rezoning application #2601-0070 (Vining) to rezone approximately 5.00 acres from the A-1, Agriculture District to the R-E, Residential Estate District.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners 11th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 11th day of March 2026.

Janet Paddock
County Clerk



To: Franklin County Board of County Commissioners
From: Nathan Boyd
Department: Planning & Building
Date: Wednesday, March 11, 2026

AGENDA ITEM NARRATIVE

Consider the approval of rezoning application #2512-0066 (Rayson) to rezone approximately 33.75 acres from the A-1, Agricultural District to the A-2, Transitional Agriculture District and to rezone approximately 14.70 acres from A-2, Transitional Agriculture District to the A-1, Agriculture District.

BACKGROUND

The Planning Commission held a public hearing on February 19, 2026 to consider rezoning application #2512-0066 (Rayson).

The property is commonly known as 4102 K-68 Hwy. and 3223 Texas Rd. and are located on the South side of K-68 Hwy. and on the East side of Texas Road, in the Northwest Quarter (NW ¼) of Section 31, Township 16 South, Range 21 East. No portion of either tract is located within a Special Flood Hazard Area.

The purpose of the land division and merger is to allow the owner to sell the newly created 53.00-acre tract. The owner would retain the newly created 33.75-acre tract with the existing residence and outbuildings. This would also bring the 14.70-acre tract into compliance because it is currently landlocked due to never being sold and merged with the adjacent property to the West as proposed with the rezoning that was approved back in 2022 (see previous survey attached).

The existing residence is served with on-site water provided by Franklin County Rural Water District #1 and has an existing on-site septic system. The newly created 53.00-acre tract will be large enough in size to accommodate an in-ground septic system or a lagoon, whichever the soil profile states would need to be installed should the new owners want to develop on this tract and does not require proof of an on-site water supply.

The boundaries of the tracts included with the proposed rezoning, if approved, will be adjusted through a boundary line adjustment and will not require approval of a subdivision plat. Any future divisions of these properties, that create additional tracts, will require approval of a subdivision plat.

After hearing Staff presentation, the Planning Commission did recommend approval of application #2512-0066 (Rayson) to rezone approximately 33.75 acres from the A-1, Agricultural District to the A-2, Transitional Agriculture District and to rezone approximately 14.70 acres from A-2, Transitional Agriculture District to the A-1, Agriculture District by a unanimous vote of those members present. Notice was sent to nineteen (19) surrounding property owners. The Planning Department did not receive any comments for or against the proposed rezoning and no one appeared at the public hearing.

STAFF RECOMMENDATION

Staff recommends that the County Commissioners accept the Planning Commission's recommendation and adopt the attached resolution for the approval of rezoning application #2512-0066 (Rayson) to rezone approximately 33.75 acres from the A-1, Agricultural District to the A-2, Transitional Agriculture District and to rezone approximately 14.70 acres from A-2, Transitional Agriculture District to the A-1, Agriculture District and to amend the Official County Zoning Map accordingly.

SPECIFIC ACTION REQUESTED

An Affirmative motion in support of the Planning Commission's recommendation would read as follows: "I make a motion to approve a rezoning application #2512-0066 (Rayson) to rezone approximately 33.75 acres from the A-1, Agricultural District to the A-2, Transitional Agriculture District and to rezone approximately 14.70 acres from A-2, Transitional Agriculture District to the A-1, Agriculture District and to amend the Official County Zoning Map accordingly".

ATTACHMENTS

Applicant Letter
Site Plan
Zoning Map
Farmland Classification Map & Legend
Road Surface and Floodplain Map
Surrounding Subdivision Map
Aerial Photo (2)
Previous Survey
2026 Survey
Resolution/s



CROWN REALTY

December 22, 2025

Pat Toth, Director of Planning and Building
Franklin County, KS
1428 S. Main Street, Suite 5
Ottawa, KS 66067
785-229-3570

RE: Rezoning Application Letter for Paul and Donna Rayson

Dear Mr. Toth:

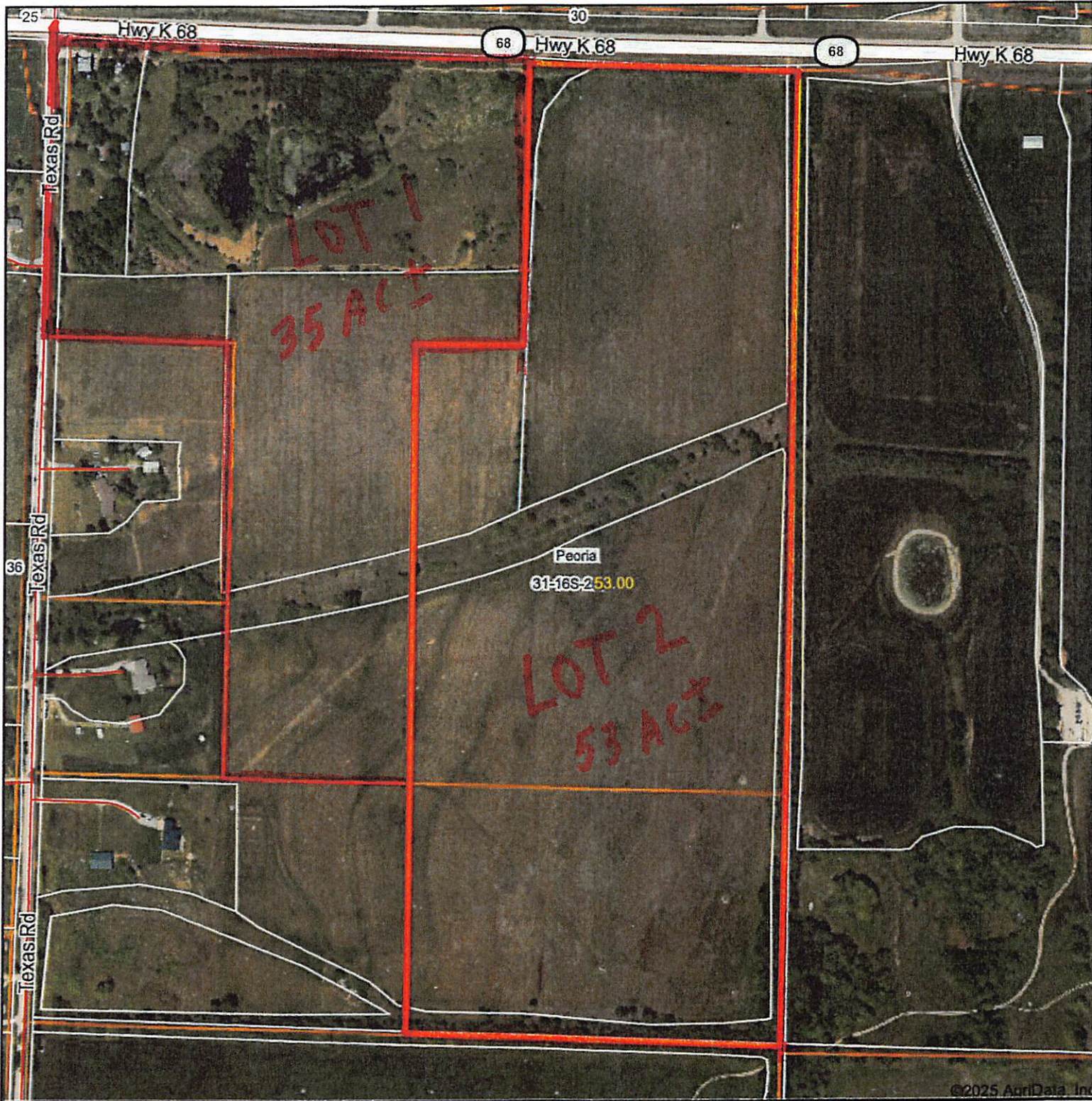
Paul and Donna Rayson have asked me to help them through the rezoning process of part of their property. The property that they are selling will be approximately 53 acres. Their remainder tract will be approximately 35 acres. Their remainder tract is where their home is located. It is serviced by rural water and has an onsite septic system. The use of the properties will continue to be single family residential and agricultural. They will at least need to rezone the 35 acre remainder tract from the current A1 zoning to an A2 zone.

Respectfully submitted,

Todd B. Burroughs, Licensed Real Estate Broker
Kansas License #BR00232047
785-229-5654
toddburroughs@crowndrealty.com



Aerial Map



Maps Provided By:



© AgriData, Inc. 2023 www.AgriDataInc.com

Boundary Center: 38° 37' 8.83, -95° 7' 55.68

0ft 411ft 822ft

31-16S-21E
Franklin County
Kansas



10/21/2025

Field borders provided by Farm Service Agency as of 5/21/2008.

RAYSON ZONING MAP



CITY LIMITS

Zoning Map

 Agriculture

 Transitional Agriculture

 Commercial

 Highway Commercial

 Light Industrial

 Heavy Industrial

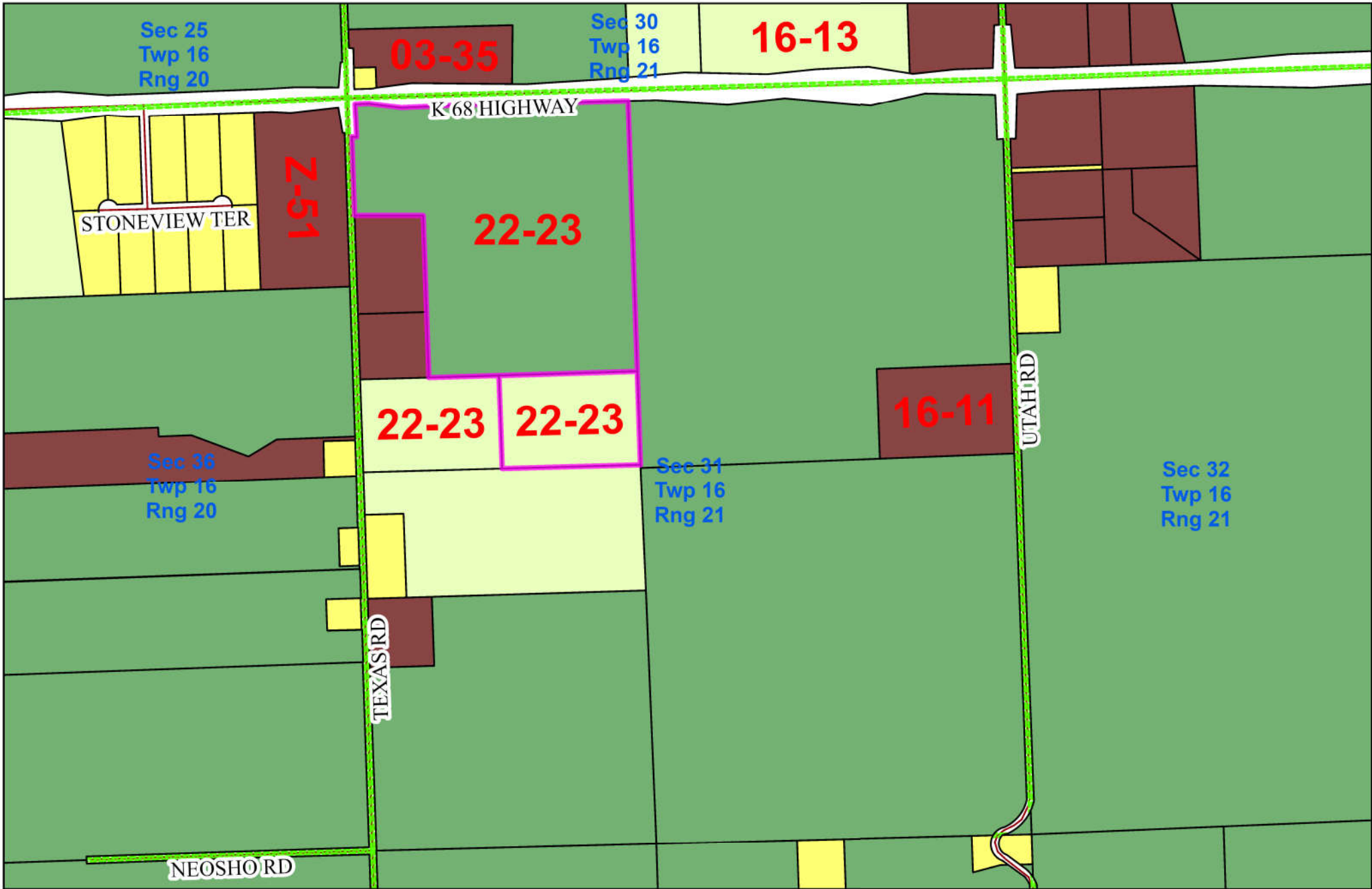
 Mobile Home Park

 Single Family

 Single Family
Residential Three Acre

 Residential Estate

 City Zoning



RAYSON FARMLAND CLASSIFICATION MAP



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
8609	Aliceville silty clay loam, 1 to 3 percent slopes	All areas are prime farmland	45.9	53.9%
8775	Kenoma silt loam, 1 to 3 percent slopes	All areas are prime farmland	39.3	46.1%
Totals for Area of Interest			85.2	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Rayson Road Surface & Floodplain Map

ROAD SURFACE

- PAVED ROAD
- MIN. MAINT.
- GRAVEL

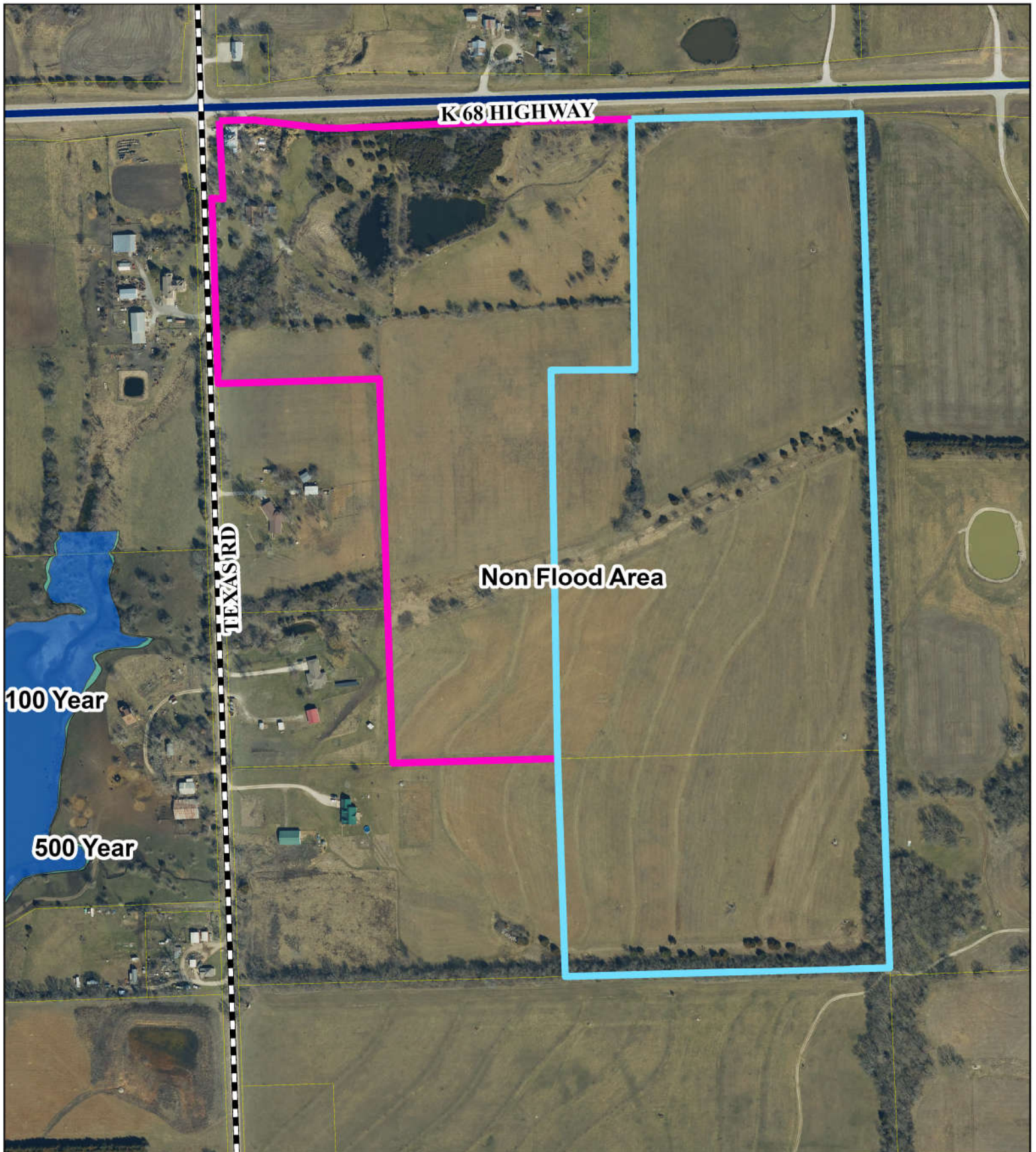
ROAD_SURFA

- Private Drive

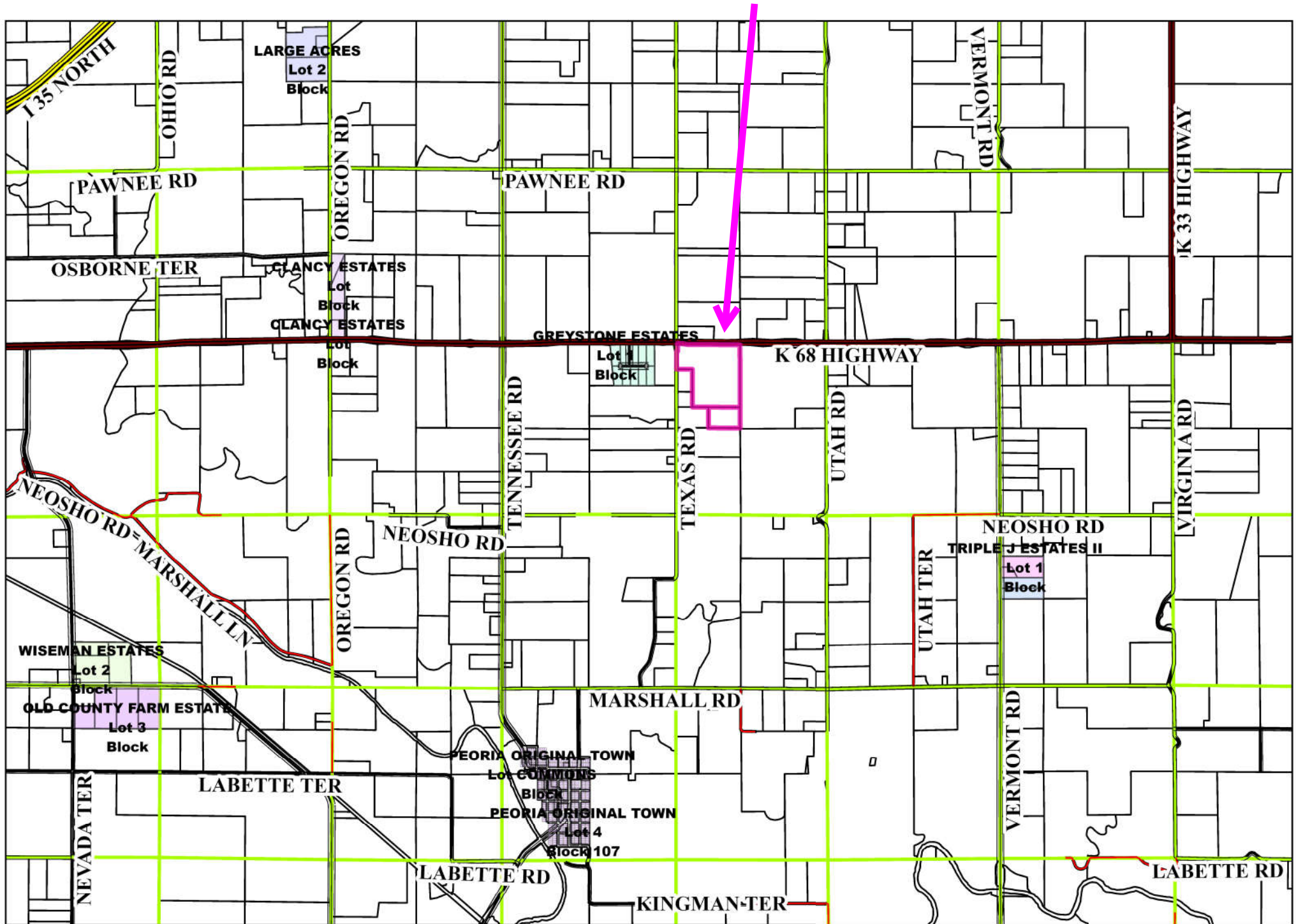
Flood_Year_2022

- 500 Year

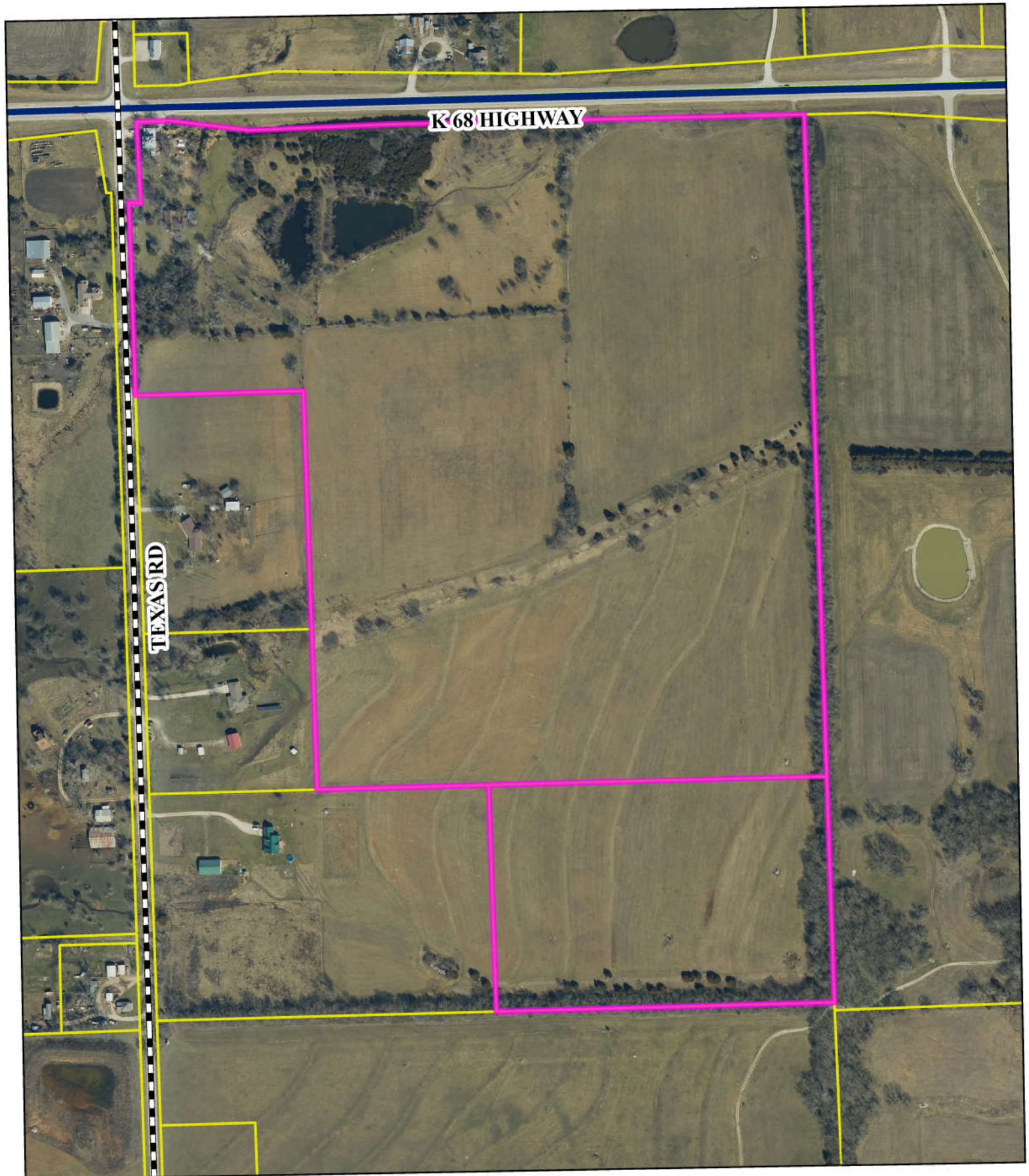
- Non Flood Area
- Reduced Flood Risk due to Levee
- 100 Year
- Floodway



RAYSON SURROUNDING SUBDIVISION MAP

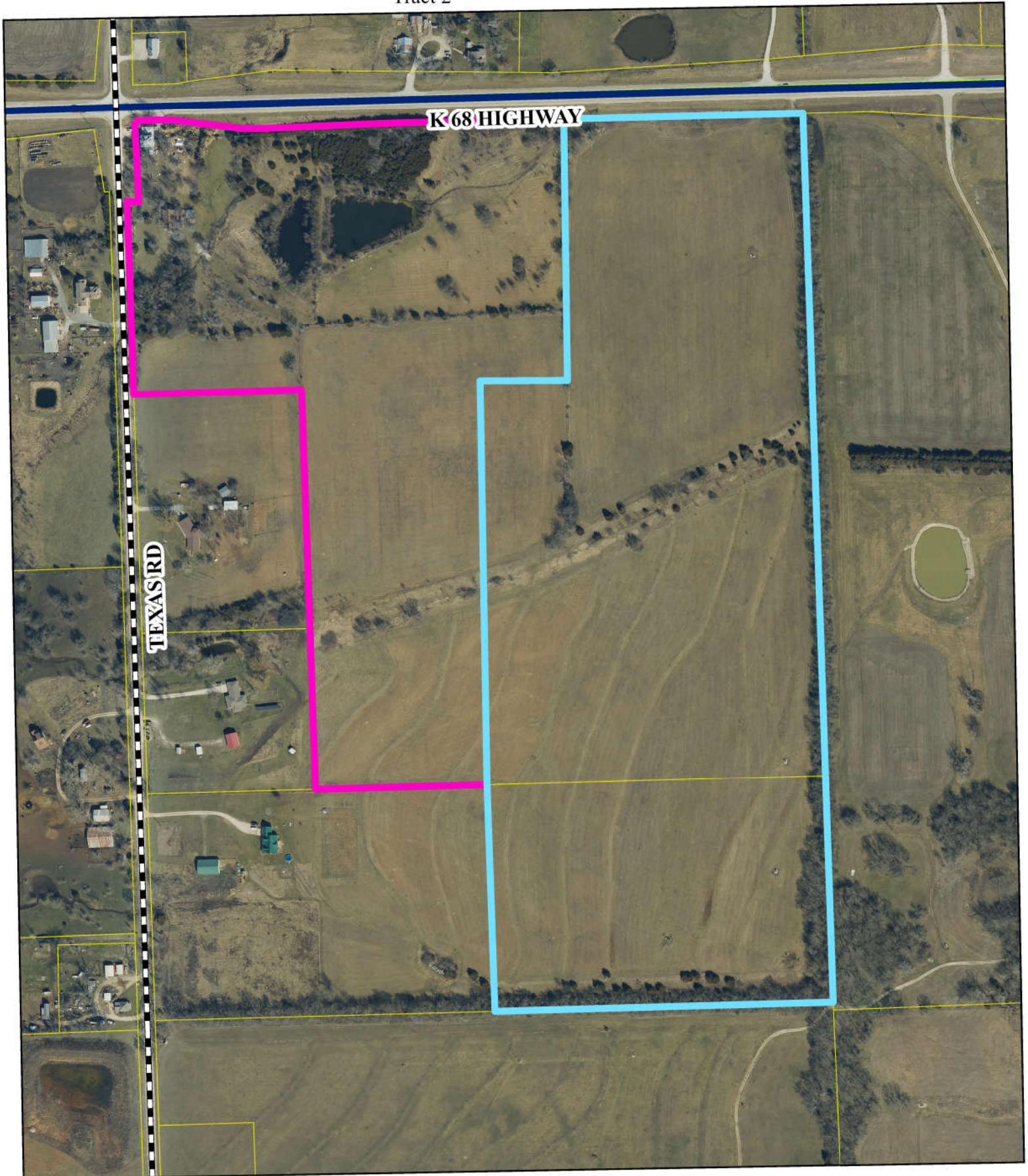


RAYSON BEFORE LINE ADJUSTMENTS



RAYSON AFTER LINE ADJUSTMENTS

- New Parcel Line
Tract 1
- New Parcel Line
Tract 2



PREVIOUS SURVEY

TRACT 1
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED OCTOBER 23, 2022, BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, SAID POINT BEING 829.83 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER, THENCE NORTH 80°00'00" EAST 507.00 FEET; THENCE SOUTH 00°00'00" WEST 888.17 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, THENCE SOUTH 80°00'00" WEST 507.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION, THENCE NORTH 00°00'00" EAST 888.17 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, CONTAINING 8.00 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, FRANKLIN COUNTY, KANSAS.

TRACT 2
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED OCTOBER 23, 2022, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, THENCE NORTH ON THE WEST LINE OF SAID FRACTIONAL QUARTER NORTH 00°00'00" EAST 18.50 FEET (1 ROD) TO THE TRUE POINT OF BEGINNING SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH ONE (1) ROD OF SAID NORTHWEST FRACTIONAL QUARTER, THENCE CONTINUING NORTH 00°00'00" EAST ALONG SAID WEST LINE A DISTANCE OF 853.50 FEET; THENCE SOUTH 89°27'42" EAST, PARALLEL TO THE SOUTH LINE OF SAID FRACTIONAL QUARTER A DISTANCE OF 1981.14 FEET TO THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°00'00" WEST 853.50 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE (1) ROD, BEING 18.50 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°27'42" WEST 1979.91 FEET TO THE POINT OF BEGINNING, CONTAINING 28.71 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, ALL IN FRANKLIN COUNTY, KANSAS.

TRACT 3
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED OCTOBER 23, 2022, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 00°00'00" WEST 252.80 FEET ON THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER SECTION 31, TO THE SOUTH RIGHT OF WAY OF K-68 HIGHWAY; THENCE SOUTH 89°27'42" EAST 50.00 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°06'22" EAST 207.20 FEET ON SAID RIGHT OF WAY; THENCE SOUTH 89°27'42" EAST 84.89 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 77°08'43" EAST 224.81 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 87°36'21" EAST 400.50 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 89°31'40" EAST 999.99 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 89°27'42" EAST 220.21 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 83°24'54" EAST 5.99 FEET ALONG SAID RIGHT OF WAY, TO THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°00'00" WEST 1901.72 FEET ON THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°27'42" WEST 1474.12 FEET; THENCE NORTH 00°00'00" EAST 1154.93 FEET; THENCE NORTH 80°00'00" WEST 507.00 FEET TO A POINT ON THE WEST LINE OF SAID FRACTIONAL QUARTER; THENCE NORTH 00°00'00" EAST 577.23 FEET ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER TO THE POINT OF BEGINNING, CONTAINING 73.31 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, ALL IN FRANKLIN COUNTY, KANSAS.

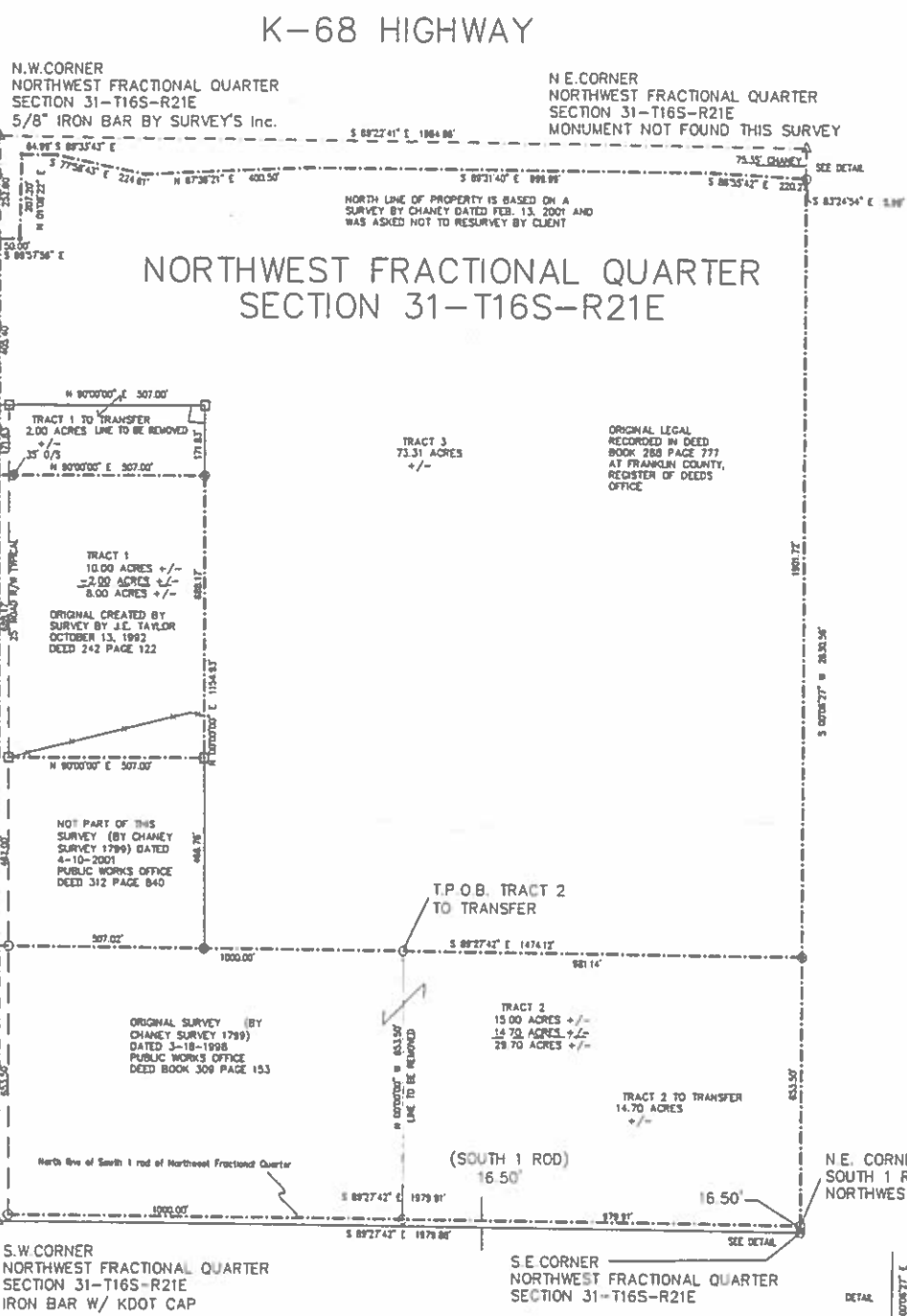
TRACT 1 TO TRANSFER
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED OCTOBER 23, 2022, BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, SAID POINT BEING 658.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER, THENCE NORTH 80°00'00" EAST 507.00 FEET; THENCE SOUTH 00°00'00" WEST 171.83 FEET PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, THENCE SOUTH 80°00'00" WEST 507.00 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00°00'00" EAST 171.83 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, FRANKLIN COUNTY, KANSAS.

TRACT 2 TO TRANSFER
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED OCTOBER 23, 2022, BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, THENCE NORTH ON THE WEST LINE OF SAID FRACTIONAL QUARTER NORTH 00°00'00" EAST 18.50 FEET (1 ROD) BEING THE NORTHWEST CORNER OF THE SOUTH ONE (1) ROD OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE CONTINUING NORTH 00°00'00" EAST ALONG SAID WEST LINE A DISTANCE OF 853.50 FEET; THENCE SOUTH 89°27'42" EAST, PARALLEL TO THE SOUTH LINE OF SAID FRACTIONAL QUARTER A DISTANCE OF 1000.00 FEET, TO THE TRUE POINT OF BEGINNING THENCE SOUTH 89°27'42" E 981.14 FEET TO THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°00'00" WEST 853.50 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE (1) ROD, BEING 18.50 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°27'42" WEST 979.91 FEET ON SAID NORTH LINE OF THE SOUTH 1 ROD, THENCE NORTH 00°00'00" E 853.50 FEET TO THE POINT OF BEGINNING, CONTAINING 14.70 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, ALL IN FRANKLIN COUNTY, KANSAS.

N.W. CORNER
SOUTH 1 ROD
NORTHWEST FRACTIONAL QUARTER
T.P.O.B. TRACT 2

N.W. CORNER
SOUTH 1 ROD
NORTHWEST FRACTIONAL QUARTER

S.W. CORNER
NORTHWEST FRACTIONAL QUARTER
SECTION 31-T16S-R21E
IRON BAR W/ KDOT CAP



N.E. CORNER
NORTHWEST FRACTIONAL QUARTER
SECTION 31-T16S-R21E
MONUMENT NOT FOUND THIS SURVEY

PLANNING DIRECTOR
I hereby certify that this plat/sketch has been examined and found to comply with the Subdivision Regulation of Franklin County, Kansas, and is therefore, approved for recording.
Signed the _____ day of _____, 2022.
KENNETH A. COOK DIRECTOR PLANNING

CERTIFICATE OF COUNTY TREASURER
This is to certify that there are no unpaid taxes, special assessments or tax liens outstanding against this property. Given under my hand and seal this _____ day of _____, 2022.
JOSEPH EDWARDS COUNTY TREASURER
KANSAS
FRANKLIN COUNTY

FILED FOR RECORD
TIME 3:30 P.M.
NOV 09 2022
S. J. JONES
REGISTER OF DEEDS
FRANKLIN COUNTY
INSTRUMENT # 2252

EXISTING RAILROAD TIE
POST 4.3' NE OF CORNER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF KANSAS AND THE RESULTS OF SAID SURVEY ARE PRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



DATE

SURVEYOR'S NOTES

- The bearings shown hereon are based upon the West line of the Northwest Fractional Quarter Section 31-T16S-R21E.
- ASSUMED N 00°00'00" E.
- This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.
- Underground, above ground utilities, nor improvements were located or shown on this survey.
- All distances are measured unless otherwise noted.

SURVEYOR'S REVIEW

This survey has been reviewed and approved for filing pursuant to K.S.A. 58-2005 for content only and is in compliance with this Act. No other warranties are extended or implied.

James D. Schmitz PS 727 11/04/2022
DATE

LEGEND

- Existing Iron Rod
- Origin Unknown (unless noted)
- Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)
- Section Corner
- Iron Bar Set by Taylor PS 713
- Boundary Line
- Fence line
- General Land Office
- Measured Dimension
- Deed Dimension
- Plot Dimension
- Right of Way
- Calculated conc. R/W marker location from Chaney Survey

SCALE

SCALE: 1" = 200'

CATES SURVEYING INC.

Bryon K. Cates
Professional Surveying Services
790 Pawnee Rd. Pomona, KS 66076
Phone 785-566-3391 Fax 785-566-3391

BOUNDARY LINE
ADJUSTMENT SURVEY

NORTHWEST FRACTIONAL QUARTER SEC. 31-T16S-R21E
FRANKLIN COUNTY, KANSAS

#3713

2026 SURVEY

TRACT 1
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED FEBRUARY 26, 2026, COMMENCING AT THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE SOUTH 00°00'00" WEST 252.60 FEET ON THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER SECTION 31, TO THE SOUTH RIGHT OF WAY OF K-68 HIGHWAY, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°57'56" EAST 50.00 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°06'22" EAST 207.20 FEET ON SAID RIGHT OF WAY; THENCE SOUTH 89°33'43" EAST 84.99 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 77°58'43" EAST 224.61 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 87°36'21" EAST 400.50 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 89°31'40" EAST 531.33 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 01°53'14" WEST 546.46 FEET; THENCE SOUTH 88°23'24" WEST 272.28 FEET; THENCE SOUTH 00°00'00" WEST 1355.04 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER; THENCE NORTH 89°27'42" WEST 492.98 FEET; THENCE NORTH 00°00'00" EAST 1154.93 FEET, PARALLEL WITH THE WEST LINE OF SAID QUARTER; THENCE NORTH 90°00'00" WEST 507.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°00'00" WEST 405.40 FEET; TO THE POINT OF BEGINNING, CONTAINING 33.75 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, ALL IN FRANKLIN COUNTY, KANSAS.

TRACT 2
A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED FEBRUARY 26, 2026, COMMENCING AT THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE SOUTH 00°00'00" WEST 252.60 FEET ON THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER SECTION 31, TO THE SOUTH RIGHT OF WAY OF K-68 HIGHWAY; THENCE SOUTH 89°57'56" EAST 50.00 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°06'22" EAST 207.20 FEET ON SAID RIGHT OF WAY; THENCE SOUTH 89°33'43" EAST 84.99 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 77°58'43" EAST 224.61 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 87°36'21" EAST 400.50 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 89°31'40" EAST 531.33 FEET ALONG SAID RIGHT OF WAY; TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°31'40" EAST 468.67 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 86°55'42" EAST 220.21 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 83°24'54" EAST 5.99 FEET TO A POINT 75.35 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°06'27" WEST 2555.21 FEET ON THE EAST LINE OF SAID QUARTER, TO A POINT 16.50 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 89°27'24" WEST 979.91 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER; THENCE NORTH 00°00'00" WEST 2008.54 FEET, ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER; THENCE NORTH 88°23'24" EAST 272.28 FEET; THENCE NORTH 01°53'14" EAST 546.46 FEET; TO THE POINT OF BEGINNING, CONTAINING 54.26 ACRES, MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

T.P.O.B. TRACT 1

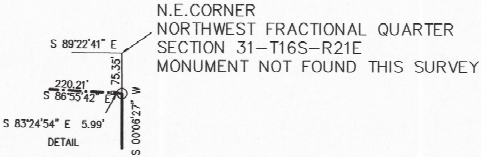
T.P.O.B. TRACT 2

TEXAS ROAD

K-68 HIGHWAY

N.W. CORNER
NORTHWEST FRACTIONAL QUARTER
SECTION 31-T16S-R21E
5/8" IRON BAR BY SURVEY'S Inc.

N.E. CORNER
NORTHWEST FRACTIONAL QUARTER
SECTION 31-T16S-R21E
MONUMENT NOT FOUND THIS SURVEY



NORTH LINE OF PROPERTY IS BASED ON A SURVEY BY CHANEY DATED FEB. 13, 2001 AND WAS ASKED NOT TO RESURVEY BY CLIENT

PLANNING DIRECTOR

I hereby certify that this lot/split has been examined and found to comply with the Subdivision Regulation of Franklin County, Kansas, and is therefore, approved for recording.
Signed the _____ Day of _____ 2026.

DIRECTOR PLANNING

CERTIFICATE OF COUNTY TREASURER

CERTIFICATE OF COUNTY TREASURER
This is to certify that there are no unpaid taxes, special assessments or tax liens outstanding against this property. Given under my hand and seal this _____ day of _____ 2026.

MARILYN STEVENSON COUNTY TREASURER

BOUNDARY LINE
ADJUSTMENT SURVEY

NORTHWEST FRACTIONAL QUARTER SEC. 31-T16S-R21E

FRANKLIN COUNTY, KANSAS

JOB No.
26022352

LATEST REVISION:
02/26/2026

DRAWN BY :
BKC

CHECKED BY :
BKC

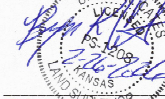
PREPARED FOR:
DONNA RAYSON

CATES SURVEYING INC.

Bryon K. Cates
Professional Surveying Services
790 Pawnee Rd. Pomona, KS 66076
Phone 785-566-3391 Fax 785-566-3391

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF KANSAS AND THE RESULTS OF SAID SURVEY ARE PRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



DATE

SURVEYOR'S NOTES

- The bearings shown hereon are based upon the West line of the Northwest Fractional Quarter Section 31-T16S-R21E.
- ASSUMED N 00°00'00" E.
- This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.
- Underground, above ground utilities, nor improvements were located or shown on this survey.
- All distances are measured unless otherwise noted.

SURVEYOR'S REVIEW

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this Act. No other warranties are extended or implied.

TIM SLOAN

DATE

LEGEND

- Existing Iron Rod
- Origin Unknown (unless noted)
- ⊙ Set 1/2"x24" Iron Rod/Cap (unless otherwise noted)
- △ Section Corner
- Iron Bar Set by Taylor PS 713
- Boundary Line
- Fence line
- (G.L.O.) General Land Office
- (M) Measured Dimension
- (D) Deed Dimension
- (P) Plat Dimension
- R/W Right of Way
- Calculated conc. R/W marker location from Chaney Survey

SCALE

SCALE: 1" = 200'



**Board of County Commissioners
Franklin County, Kansas**

Resolution 26-

**A RESOLUTION AMENDING THE
OFFICIAL ZONING DISTRICT MAP OF FRANKLIN COUNTY, KANSAS**

WHEREAS, the Franklin County Planning Commission of Franklin County, Kansas, received an application for a Zone Change from Paul & Donna Rayson rezone approximately 33.75 acres, described as Tract 1, from the A-1, Agricultural District to the A-2, Transitional Agriculture District and to rezone approximately 14.70 acres, described as Tract 2 to Transfer, from A-2, Transitional Agriculture District to the A-1, Agriculture District. The properties described below lie outside any incorporated city and are described as follows:

TRACT 1

A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES, PS 1208, DATED FEBRUARY 26, 2026. COMMENCING AT THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE SOUTH 00°00'00" WEST 252.60 FEET ON THE WEST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TO THE SOUTH RIGHT OF WAY OF K-68 HIGHWAY, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°57'56" EAST 50.00 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°06'22" EAST 207.20 FEET ON SAID RIGHT OF WAY; THENCE SOUTH 89°33'43" EAST 84.99 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 77°58'43" EAST 224.61 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 87°36'21" EAST 400.50 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 89°31'40" EAST 531.33 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 01°53'14" WEST 546.46 FEET; THENCE SOUTH 88°23'24" WEST 272.28 FEET; THENCE SOUTH 00°00'00" WEST 1355.04 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER; THENCE NORTH 89°27'42" WEST 492.98 FEET; THENCE NORTH 00°00'00" EAST 1154.93 FEET, PARALLEL WITH THE WEST LINE OF SAID QUARTER; THENCE NORTH 90°00'00" WEST 507.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°00'00" WEST 405.40 FEET; TO THE POINT OF BEGINNING, CONTAINING 33.75 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, ALL IN FRANKLIN COUNTY, KANSAS.

TRACT 2 TO TRANSFER

A TRACT OF LAND IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M. AS WRITTEN BY BRYON K. CATES, PS 1208, DATED OCTOBER 23, 2022. COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31, THENCE NORTH ON THE WEST LINE OF SAID FRACTIONAL QUARTER NORTH 00°00'00" EAST 16.50 FEET (1 ROD) BEING THE NORTHWEST CORNER OF THE SOUTH ONE (1) ROD OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE CONTINUING NORTH 00°00'00" EAST ALONG SAID WEST LINE A DISTANCE OF 653.50 FEET; THENCE SOUTH 89°27'42" EAST, PARALLEL TO THE SOUTH LINE OF SAID FRACTIONAL QUARTER A DISTANCE OF 1000.00 FEET, TO THE TRUE POINT OF BEGINNING THENCE SOUTH 89°27'42" EAST 981.14 FEET TO THE EAST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 00°06'27" WEST 653.50 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE (1) ROD, BEING 16.50 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST FRACTION QUARTER; THENCE NORTH 89°27'42" WEST 979.91 FEET ON SAID NORTH LINE OF THE SOUTH 1 ROD; THENCE NORTH 00°00'00" EAST 653.50 FEET TO THE POINT OF BEGINNING, CONTAINING 14.70 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY AS RECORDED, ALL IN FRANKLIN COUNTY, KANSAS.

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the January 28, 2026, notice of public hearing for said Zoning Change; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on February 19, 2026 regarding said Zoning Change; and

WHEREAS, the Franklin County Planning Commission, on February 19, 2026 in regular session and by a unanimous vote of those members present, recommended approval of said Zoning Change request based upon certain findings of fact, whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Franklin County Board of County Commissioners, after duly reviewing the recommendation of the Planning Commission and considering all public comments and concerns regarding said Zoning Change, find that the rezoning of said property would not be detrimental to the surrounding properties and would be in compliance with the provisions of K.S.A. 12-753, the purpose and intent of the Franklin County Comprehensive Plan and the general welfare of the citizens of Franklin County.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby approve the rezoning of the above-described tracts from the A-1, Agriculture District to the A-2, Transitional Agriculture District and from the A-2, Transitional Agriculture District to the A-1, Agriculture District and that the Official Zoning District Map of Franklin County, Kansas be amended to reflect the approved zoning change.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 11th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 11th day of March 2026.

Janet Paddock
County Clerk



**Board of County Commissioners
Franklin County, Kansas**

Resolution 26-

A RESOLUTION DENYING REZONING APPLICATION #2512-0066 (RAYSON) TO REZONE APPROXIMATELY 33.75 ACRES FROM THE A-1, AGRICULTURAL DISTRICT TO THE A-2, TRANSITIONAL AGRICULTURE DISTRICT AND TO REZONE APPROXIMATELY 14.70 ACRES FROM A-2, TRANSITIONAL AGRICULTURE DISTRICT TO THE A-1, AGRICULTURE DISTRICT.

WHEREAS Franklin County, Kansas is a county municipal government, organized pursuant to K.S.A. 19-101; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the January 28, 2026, notice of public hearing for said Zoning Change; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on February 19, 2026 regarding said Zoning Change; and

WHEREAS, the Franklin County Planning Commission, on February 19, 2026 in regular session and by a unanimous vote of those members present, recommended approval of said Zoning Change request based upon certain findings of fact whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Board of County Commissioners of Franklin County, after duly reviewing the recommendation of the Planning Commission together with all public comments for and against said Rezoning Application finds:

1. That the rezoning from "A-1" to "A-2" and from "A-2" to "A-1" is not consistent with the County Zoning Regulations.
2. That the rezoning from "A-1" to "A-2" and from "A-2" to "A-1" is not in conformance with and would not further enhance the County Comprehensive Plan.
3. That the rezoning from "A-1" to "A-2" and from "A-2" to "A-1" will unduly affect the character of the surrounding community.
4. That the rezoning from "A-1" to "A-2" and from "A-2" to "A-1" will impact property values of surrounding properties.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby deny rezoning application #2512-0066 (Rayson) to rezone approximately 33.75 acres from the A-1, Agricultural District to the A-2, Transitional Agriculture District and to rezone approximately 14.70 acres from A-2, Transitional Agriculture District to the A-1, Agriculture District.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 11th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 11th day of March 2026.

Janet Paddock
County Clerk



To: Franklin County Board of County Commissioners
From: Nathan Boyd
Department: Planning & Building
Date: Wednesday, March 11, 2026

AGENDA ITEM NARRATIVE

Consider the approval of rezoning application #2601-0067 (Crum) to rezone approximately 36.19 acres from A-1, Agriculture District to A-2, Transitional Agriculture District and to rezone approximately 11.91 acres from the A-1, Agricultural District to the R-E, Residential Estate District.

BACKGROUND

The Planning Commission held a public hearing on February 19, 2026 to consider rezoning application #2601-0067 (Crum).

The property to be rezoned is commonly known as 2740 & 2742 Florida Road and are located on the West side of Florida Road and approximately one-quarter (1/4) mile North of Labette Road in the Southeast Quarter (SE ¼) of Section 09, Township 17 South, Range 18 East. A small portion of the newly created approximately 36.19 acre tract, near the Northern property line, is located within the Special Flood Hazard Area.

One lot would be approximately 11.91 acres in size and would be rezoned to the R-E, Residential Estate District. The remaining approximately 36.19 acres would no longer meet the minimum acres for the A-1, Agriculture District so it would be rezoned to the A-2, Transitional Agriculture District.

Back in 2022 the applicant filed a rezoning application to allow a boundary line adjustment to merge 12.00 acres with a landlocked approximately 38.00 acre tract in order to get access to build a new residence. The applicant now wants to rezone 11.91 acres back to the R-E, Residential Estate District to offer for sale. The survey depicts a 80 foot access to the approximate 36.19 acre tract so it won't be landlocked. The applicant plans to retain the 36.19 acres with the existing residence and outbuildings.

The existing residence has a water meter provided by Franklin County Rural Water District #4 and has a 1,500 gallon concrete septic tank with 2,400 square feet of 4 inch pipe & gravel in 3 foot wide trenches for on-site septic.

The newly created 11.91 acre tract is large enough in size to accommodate an in-ground septic system or a lagoon, whichever the soil profile states would need to be installed should the new owners want to develop on this tract. There is a letter attached from Rural Water District #4 stating they have the ability to provide a water meter to the approximately 11.91 acre tract.

After hearing Staff presentation, the Planning Commission did recommend approval of application #2601-0067 (Crum) to rezone approximately 36.19 acres from A-1, Agriculture District to A-2, Transitional Agriculture District and to rezone approximately 11.91 acres from the A-1, Agricultural District to the R-E, Residential Estate District by a majority vote of those members present. Notice was sent to thirteen (13) surrounding property owners. The Planning Department did not receive any comments for or against the proposed rezoning and no one appeared at the public hearing.

STAFF RECOMMENDATION

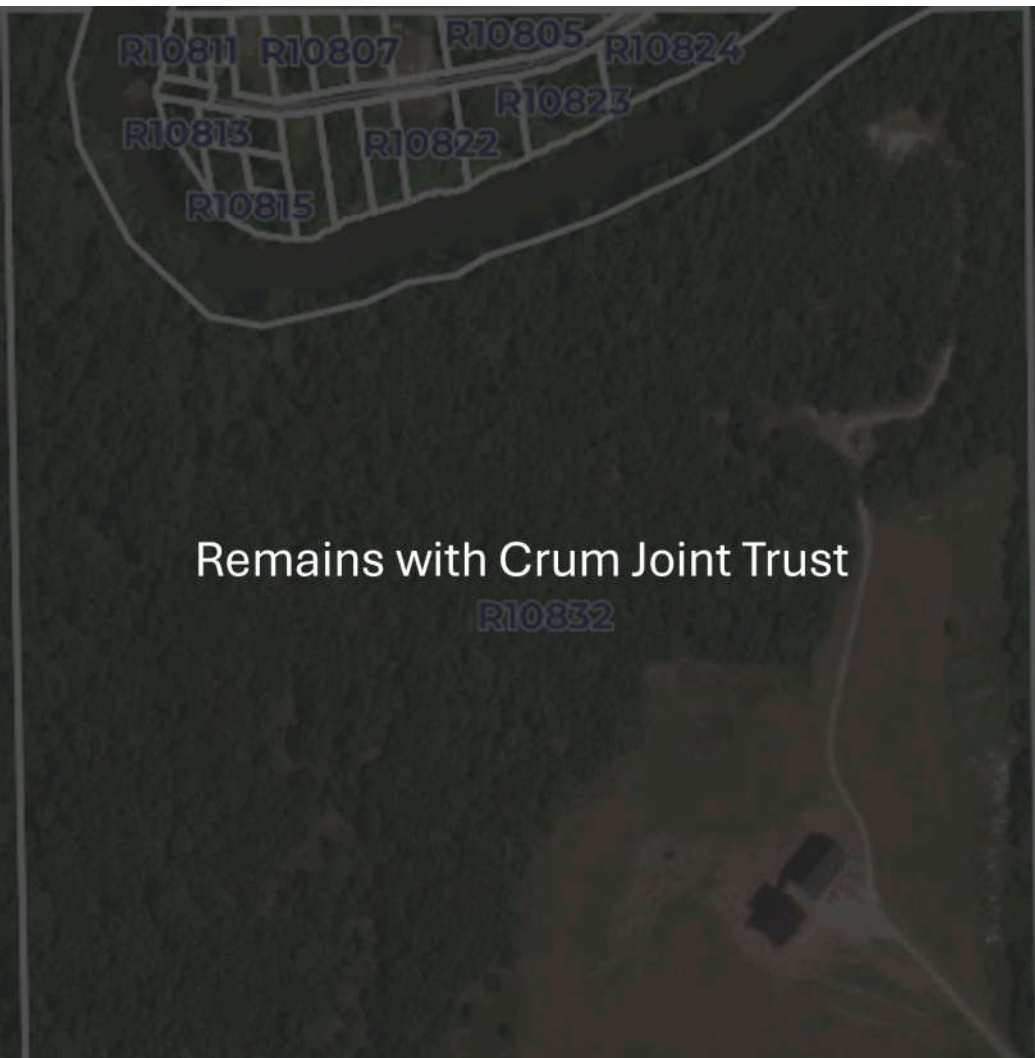
Staff recommends that the County Commissioners accept the Planning Commission's recommendation and adopt the attached resolution for the approval of rezoning application #2601-0067 (Crum) to rezone approximately 36.19 acres from A-1, Agriculture District to A-2, Transitional Agriculture District and to rezone approximately 11.91 acres from the A-1, Agricultural District to the R-E, Residential Estate District and to amend the Official County Zoning Map accordingly.

SPECIFIC ACTION REQUESTED

An Affirmative motion in support of the Planning Commission's recommendation would read as follows: "I make a motion to approve a rezoning application #2601-0067 (Crum) to rezone approximately 36.19 acres from A-1, Agriculture District to A-2, Transitional Agriculture District and to rezone approximately 11.91 acres from the A-1, Agricultural District to the R-E, Residential Estate District and to amend the Official County Zoning Map accordingly ".

ATTACHMENTS

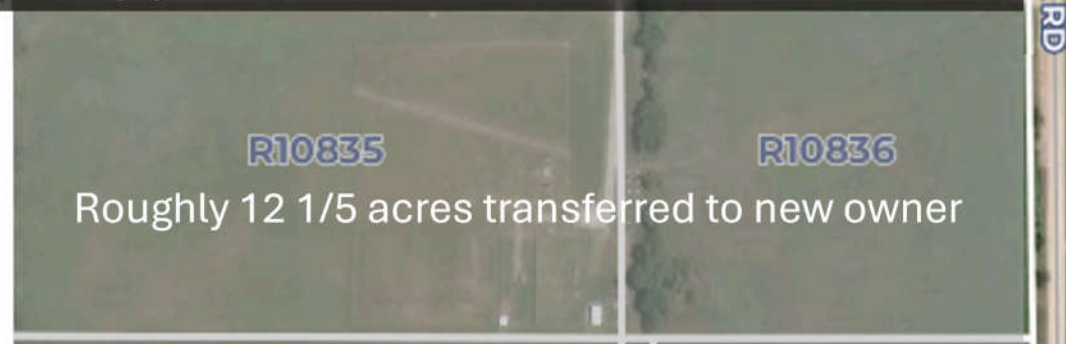
Applicant Site Plan
Proof of Water
Zoning Map
Farmland Classification Map & Legend
Floodplain & Road Surface Map
Surrounding Subdivision Map
Aerial Photo (2)
Previous Survey
Survey
Resolution/s



Remains with Crum Joint Trust

R10832

R30755 Roughly 60' wide incl. road and utilities remains with Crum Joint Trust



Roughly 12 1/5 acres transferred to new owner



Rural Water District No. 4 - Franklin County, Kansas

1506 Old Highway 50
Williamsburg, Kansas 66095-0405

frcorwd4@yahoo.com

785-746-5571
Fax No. 785-746-5529

January 21st, 2026.

Franklin County Planning & Building Dept.
1428 S. Main Street, Suite 5
Ottawa, KS 66067

To whom it may concern:

Please let this letter stand as acknowledgement that there is water availability for the following address 2740 Florida Rd, Pomona, KS 66076.

If you have any questions, please feel free to contact us.

Sincerely:

Ellie Roecker

Ellie Roecker
Office Manager

CRUM ZONING MAP



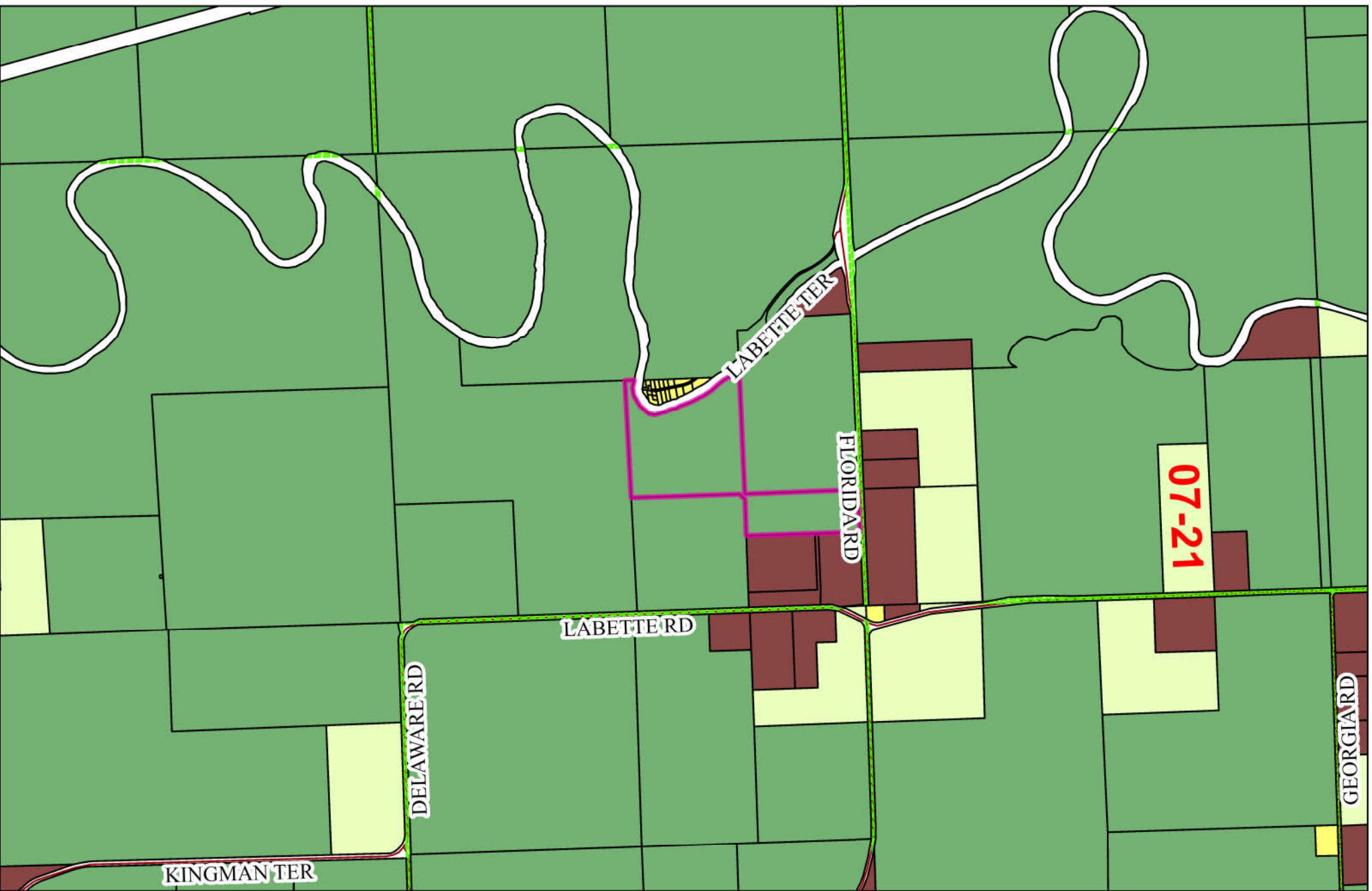
Zoning Map

Agriculture

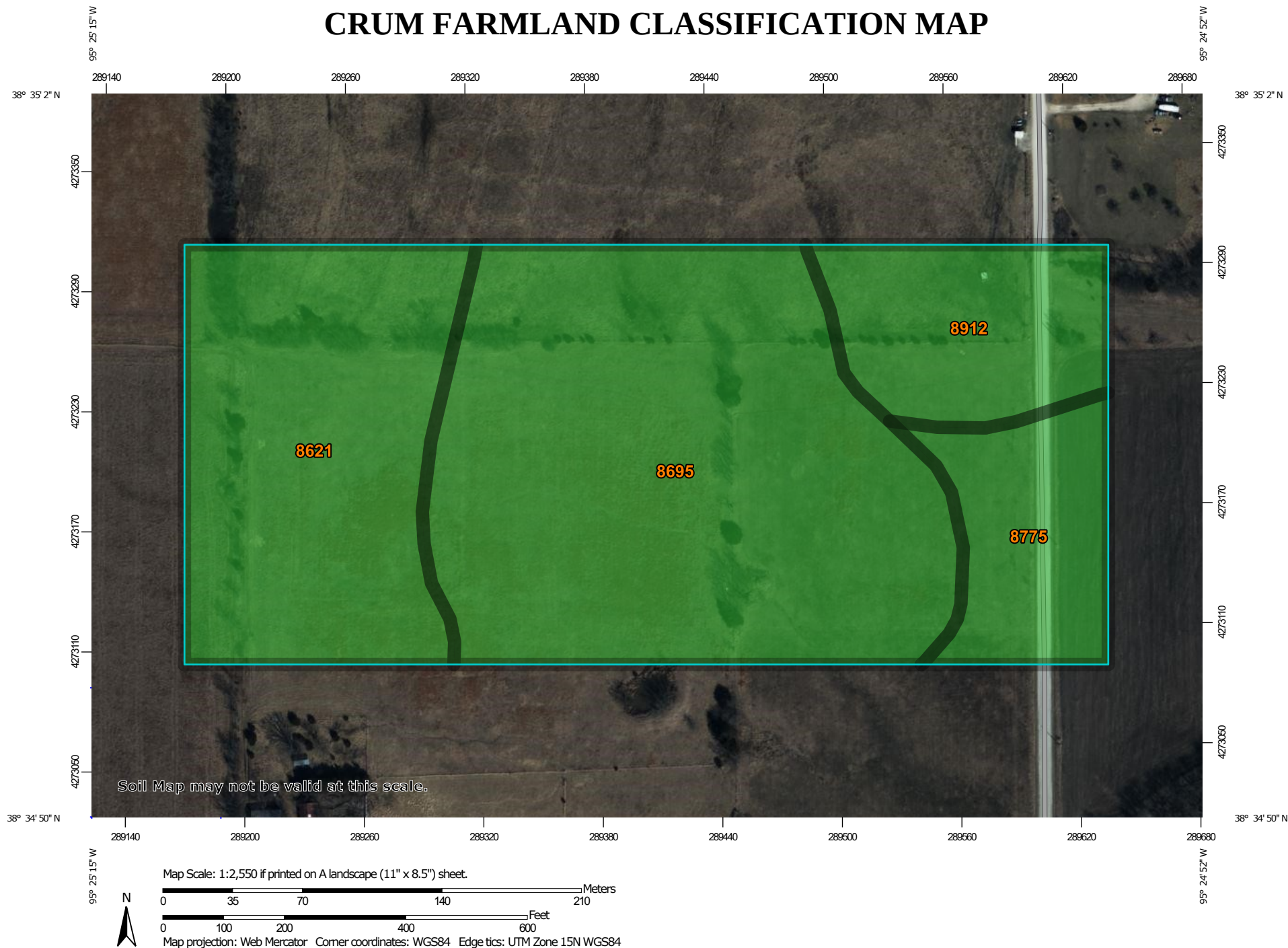
- Transitional Agriculture
- Commercial
- Highway Commercial
- Light Industrial

- Heavy Industrial
- Mobile Home Park
- Single Family

- Single Family Residential Three Acre
- Residential Estate
- City Zoning



CRUM FARMLAND CLASSIFICATION MAP



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
8621	Bates loam, 1 to 3 percent slopes	All areas are prime farmland	6.8	28.0%
8695	Dennis-Bates complex, 3 to 7 percent slopes	All areas are prime farmland	11.9	49.5%
8775	Kenoma silt loam, 1 to 3 percent slopes	All areas are prime farmland	2.5	10.4%
8912	Summit silty clay loam, 3 to 7 percent slopes	All areas are prime farmland	2.9	12.1%
Totals for Area of Interest			24.1	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Crum Road Surface & Floodplain Map

ROAD SURFACE

- PAVED ROAD
- MIN. MAINT.
- GRAVEL

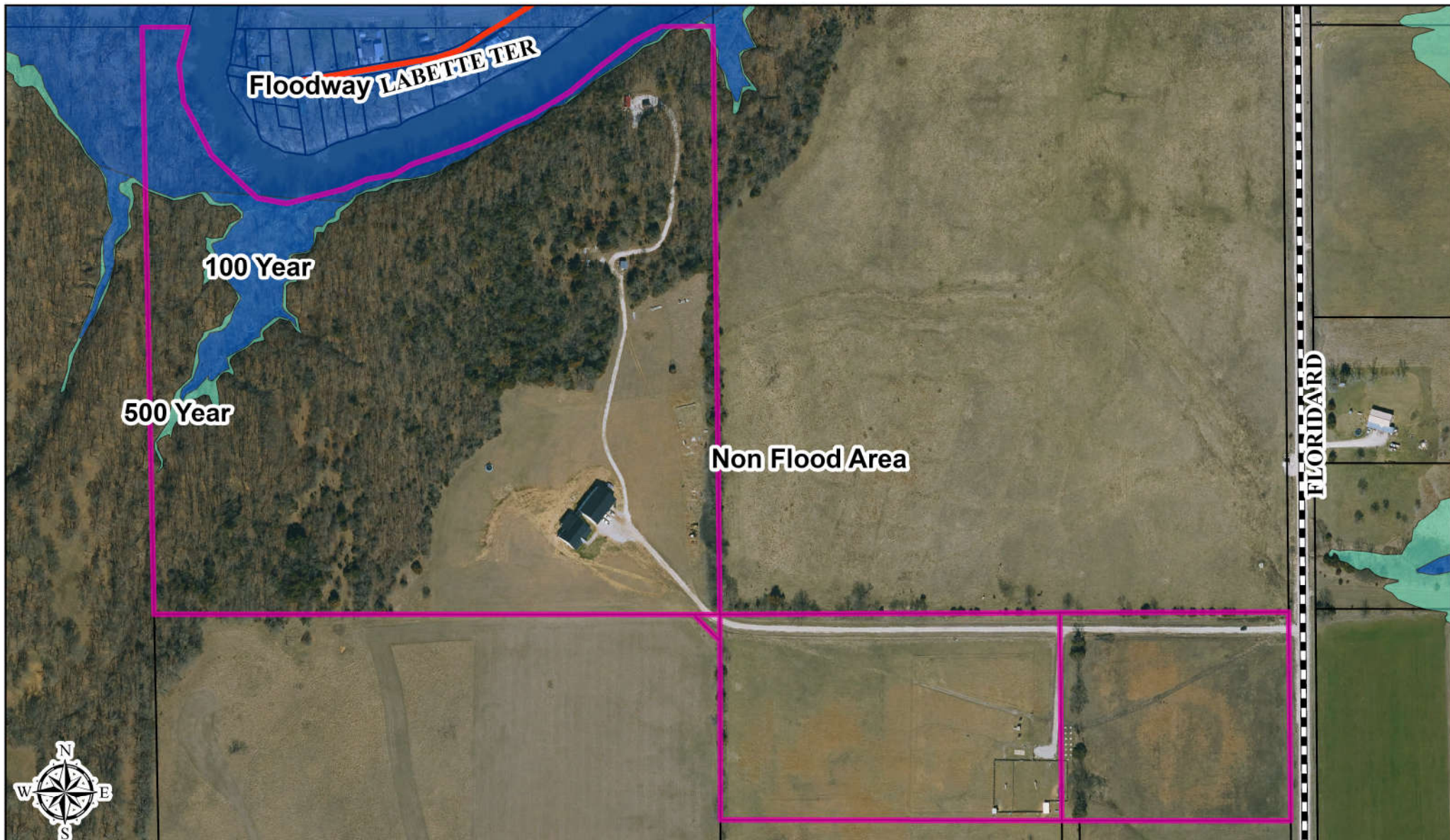
ROAD_SURFA

- Private Drive

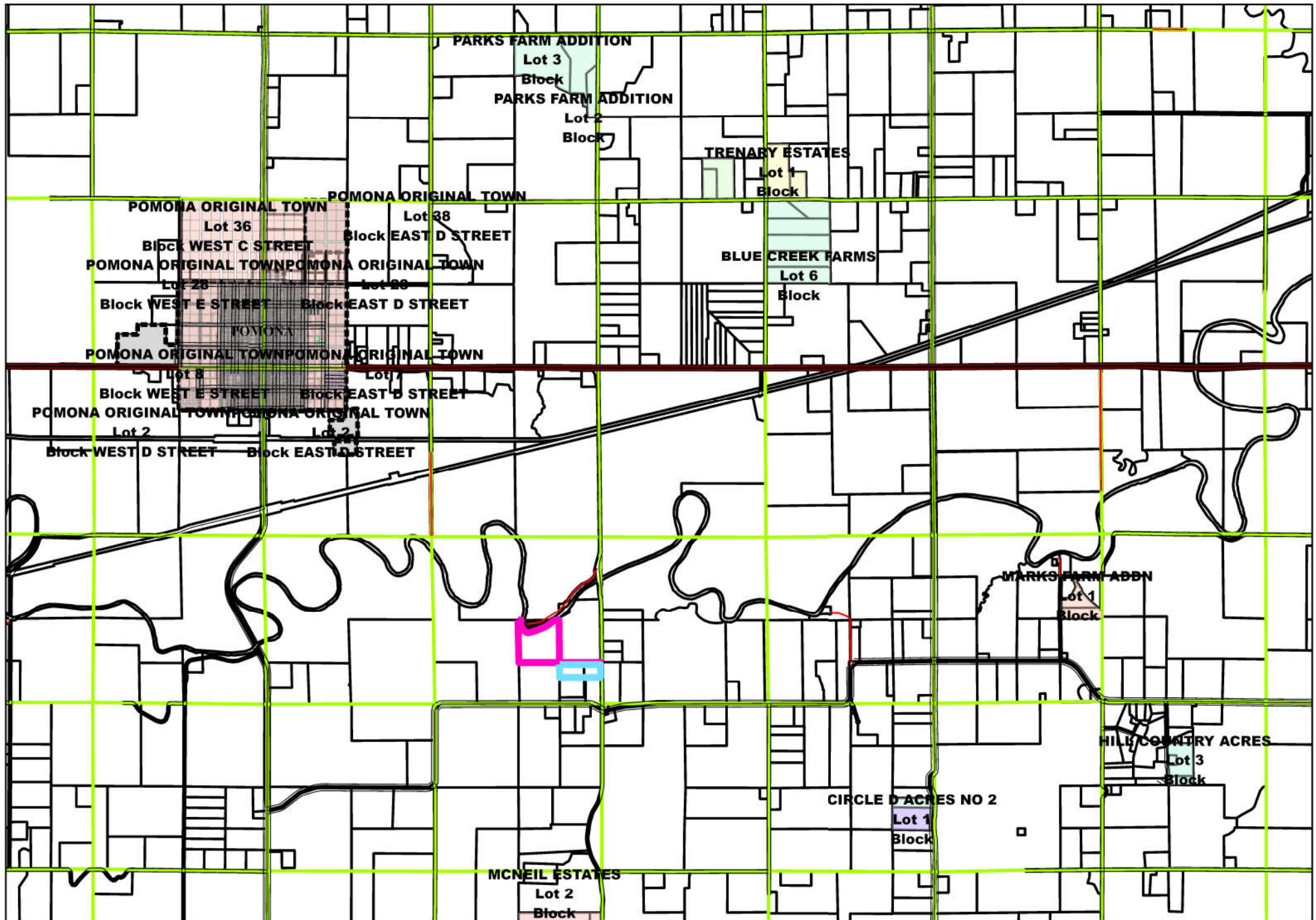
Flood_Year_2022

- 500 Year

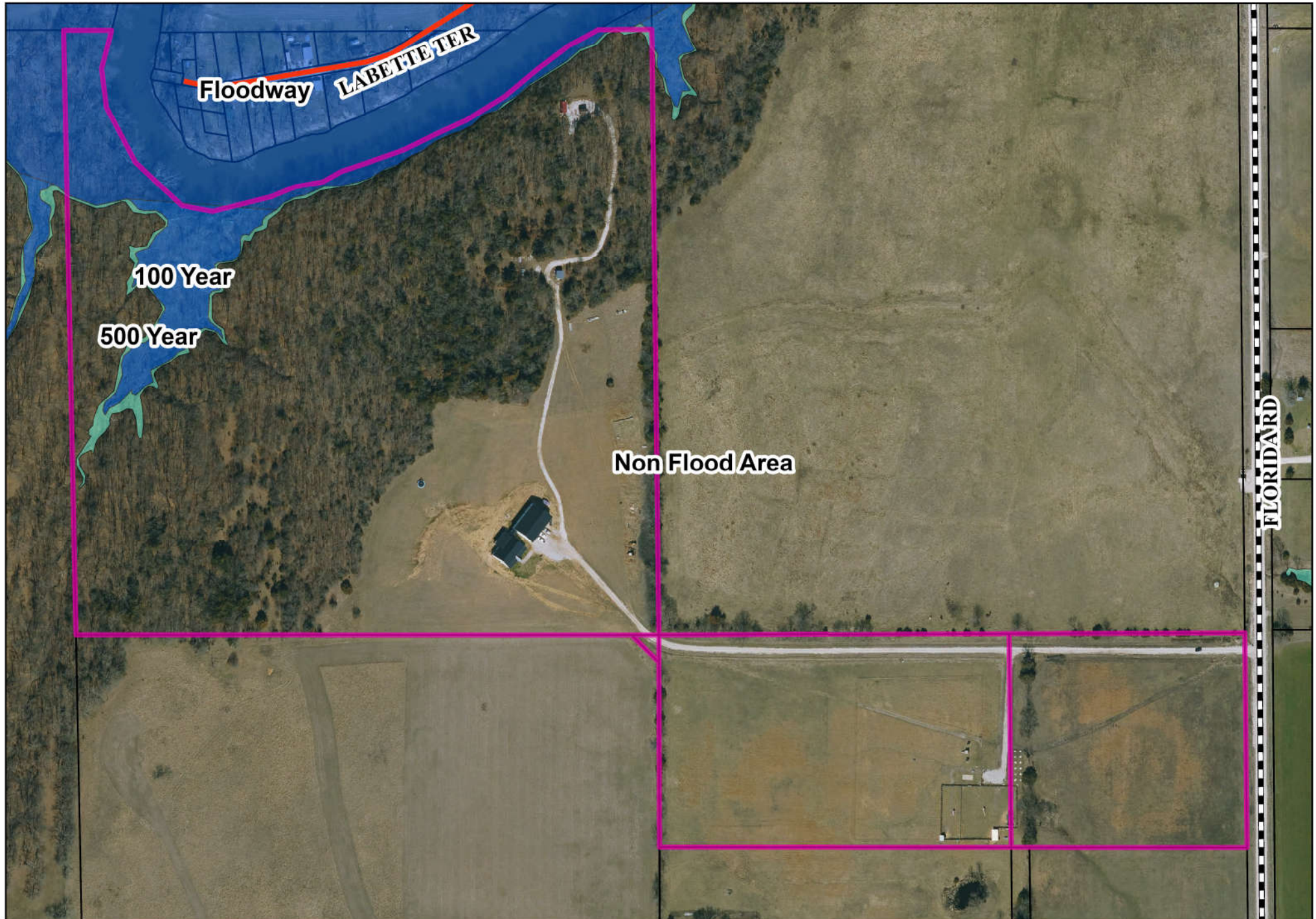
- Non Flood Area
- Reduced Flood Risk due to Levee
- 100 Year
- Floodway



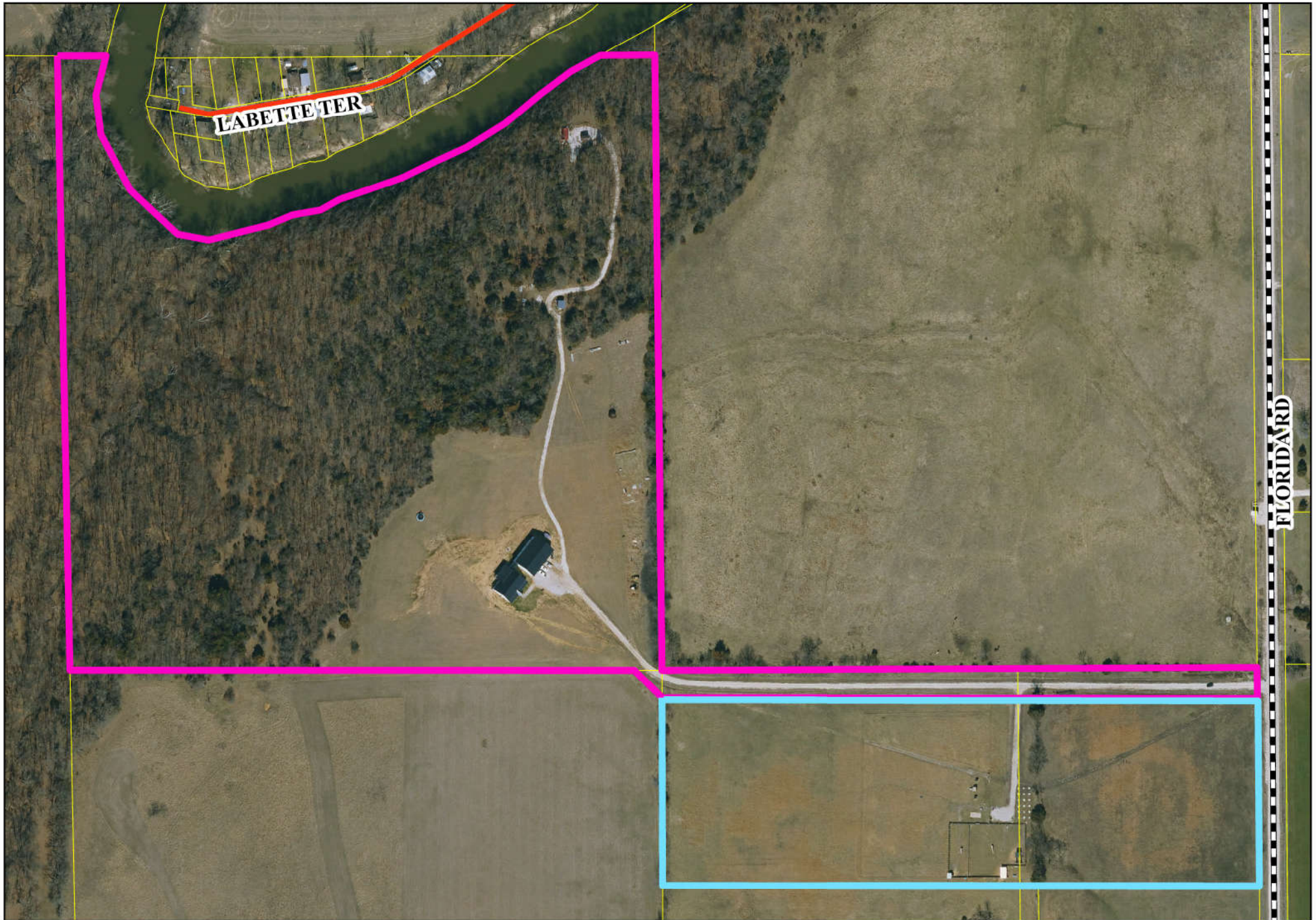
CRUM SURROUNDING SUBDIVISION MAP



CRUM BEFORE LOT SPLIT



CRUM AFTER LOT SPLIT



#3446

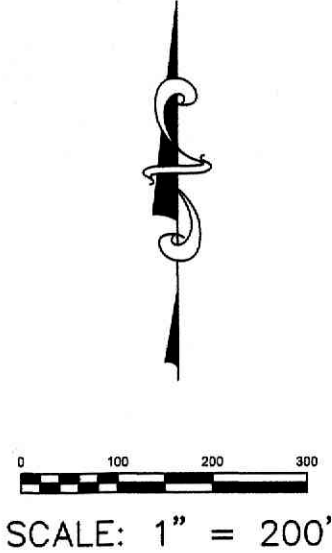
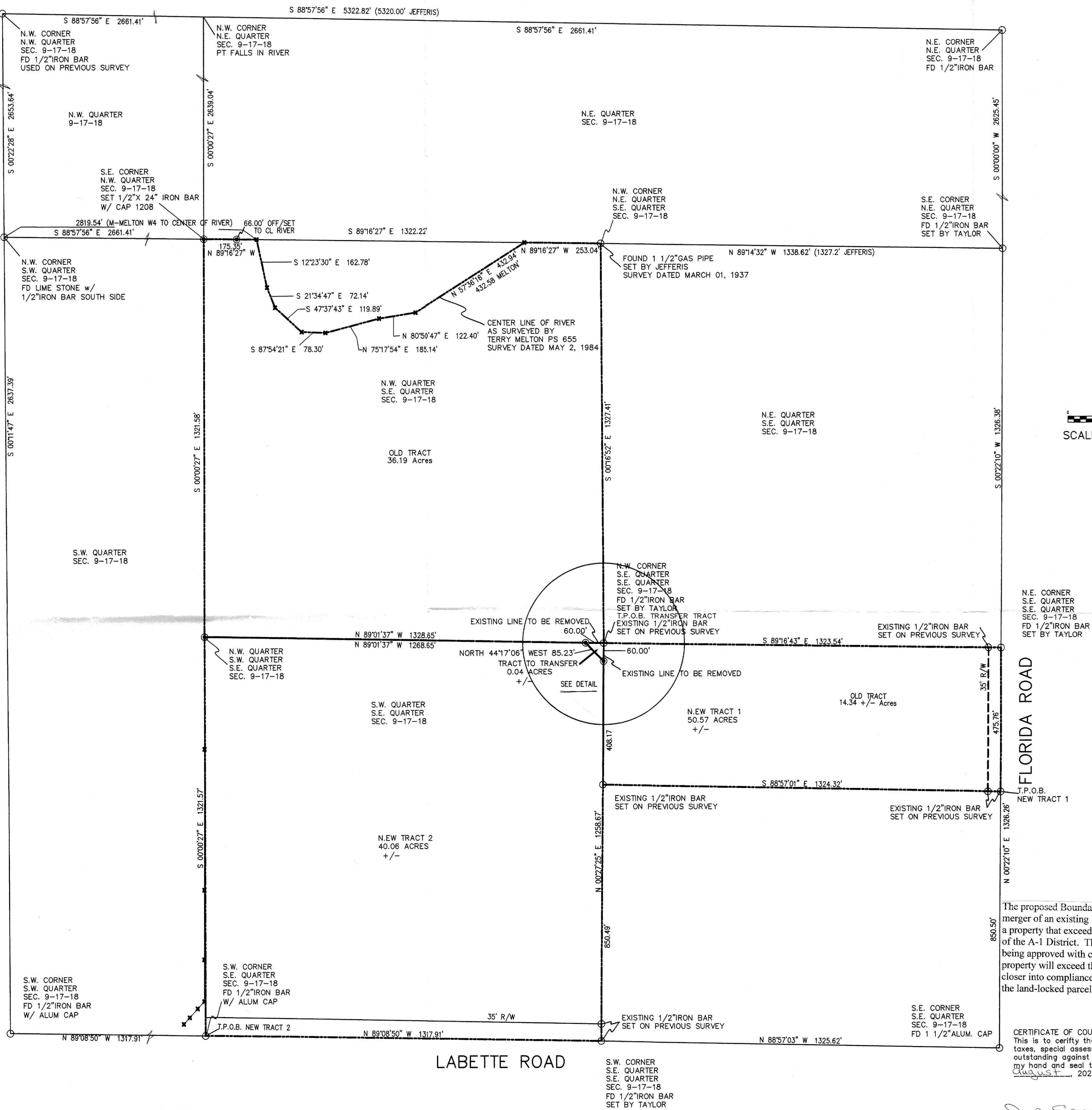
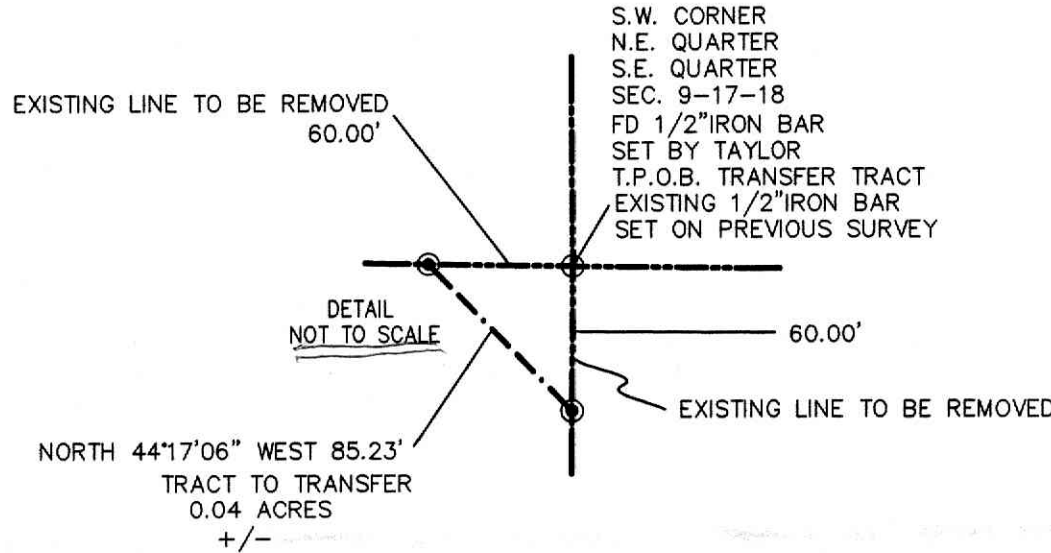
PREVIOUS 2022 SURVEY

BOUNDARY DESCRIPTION

NEW TRACT 1
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES PS 1208, JULY 28, 2022, COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°22'10" EAST 850.50 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°57'01" WEST 1324.32 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°27'25" EAST 408.17 FEET ON SAID WEST LINE; THENCE NORTH 44°17'06" WEST 85.23 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°01'37" WEST 1268.65 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°00'27" WEST 1321.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'27" EAST 175.35 FEET ON THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE CENTER OF THE MARRIS DES CYGNES RIVER, AS SHOWN ON SURVEY BY MELTON DATED MAY 2, 1984; THENCE SOUTH 12°23'30" EAST 162.78 FEET AS PER MELTON SURVEY; THENCE SOUTH 21°34'47" EAST 72.14 FEET AS PER MELTON SURVEY; THENCE SOUTH 47°37'43" EAST 119.89 FEET AS PER MELTON SURVEY; THENCE SOUTH 87°54'21" EAST 78.30 FEET AS PER MELTON SURVEY; THENCE NORTH 75°17'54" EAST 185.14 FEET AS PER MELTON SURVEY; THENCE NORTH 80°50'47" EAST 122.40 FEET AS PER MELTON SURVEY; THENCE NORTH 57°38'16" EAST 432.94 FEET (432.58 FEET MELTON SURVEY) TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'27" EAST 253.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°16'52" EAST 1327.41 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'43" EAST 1323.54 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°22'10" WEST 475.76 FEET TO THE POINT OF BEGINNING, CONTAINING 50.57 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

TRACT TO TRANSFER
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES PS 1208, JULY 28, 2022, COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°22'10" EAST 1326.28 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°16'43" WEST 1323.54 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°27'25" WEST 60.00 FEET ON SAID WEST LINE; THENCE NORTH 44°17'06" WEST 85.23 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°01'37" EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

NEW TRACT 2
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES PS 1208, JULY 28, 2022, BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°00'27" WEST 1321.57 FEET ON THE WEST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°01'37" EAST 1268.65 FEET ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 44°17'06" EAST 85.23 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 02°27'25" WEST 1258.67 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°08'50" WEST 1317.91 FEET TO THE POINT OF BEGINNING, CONTAINING 40.06 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.



FILED FOR RECORD
TIME 8:15 AM
AUG 05 2022
Slide 503 Page 32 of 32
Bryon K. Cates
REGISTER OF DEEDS, FRANKLIN COUNTY, KS
INSTRUMENT #

The proposed Boundary Line Adjustment includes the merger of an existing land-locked parcel and will result in a property that exceeds the normal 4:1 depth-to-width ratio of the A-1 District. The Boundary Line Adjustment is being approved with consideration that while the new property will exceed the 4:1 ratio, it will bring a property closer into compliance with the regulations by removing the land-locked parcel. KAC 8-4-2022

CERTIFICATE OF COUNTY TREASURER
This is to certify that there are no unpaid taxes, special assessments or tax liens outstanding against this property. Given under my hand and seal this 11th day of August, 2022.
JODY EDWARDS COUNTY TREASURER

SURVEYOR'S CERTIFICATION

SURVEYOR'S NOTES

SURVEYOR'S REVIEW

LEGEND

PLANNING DIRECTOR

I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF KANSAS AND THE RESULTS OF SAID SURVEY ARE PRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

- The bearings shown hereon are based on the East line of the Southeast Quarter being N 00°-22'-10" E.
- This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.
- Underground, above ground utilities, nor improvements were located or shown on this survey.
- All distances are measured unless otherwise noted.

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this Act. No other warranties are extended or implied.

- Existing Iron Rod
- Set 1/2"x24" Iron Rod/Cap 1208 (unless otherwise noted)
- △ Section Corner
- Origin Unknown (unless noted)
- Boundary Line
- Fence line
- (GLO) General Land Office
- (M) Measured Dimension
- (D) Deed Dimension
- (P) Plat Dimension
- R/W Right of Way

I hereby certify that this Lot Split has been examined and found to comply with the Subdivision Regulation of Franklin County, Kansas, and is, therefore, approved for recording. Signed the 11th day of August, 2022.

KENNETH A. COOK PLANNING DIRECTOR



For Reference Report - See Survey Book "7" page 236

CATES SURVEYING INC.

Bryon K. Cates
Professional Surveying Services
790 Pawnee Rd. Pomona, KS 66076
Phone 785-566-3391 Fax 785-566-3391

DRAWN BY :
BKC

CHECKED BY :
BKC

PREPARED FOR:
MR. CRUM

BOUNDARY LINE
ADJUSTMENT SURVEY

PORTION OF S.E. 1/4 SEC. 9-17-18
FRANKLIN COUNTY, KANSAS

43711

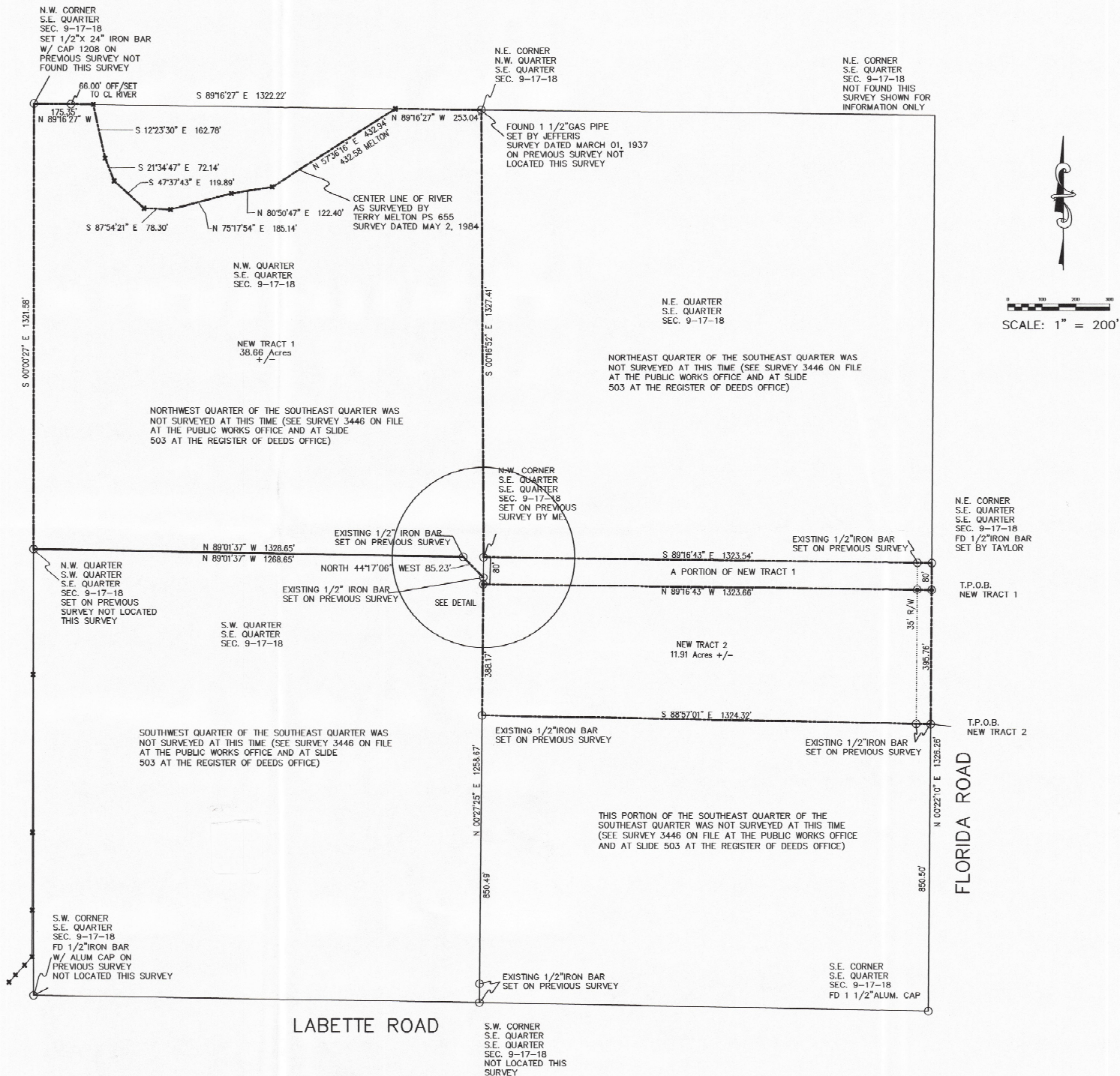
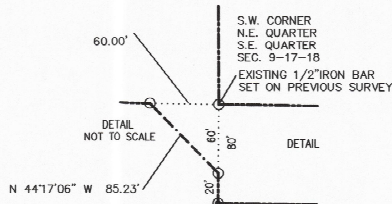
BOUNDARY DESCRIPTION

NEW TRACT 1
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES PS 1208, FEBRUARY 23, 2026. COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°22'10" EAST 1246.26 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°16'43" WEST 1323.66 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°27'25" EAST 20.00 FEET ON SAID WEST LINE; THENCE NORTH 44°17'06" WEST 85.23 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°01'37" WEST 1268.65 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°00'27" WEST 1321.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'27" EAST 175.35 FEET ON THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE CENTER OF THE MARRIS DES CYGNES RIVER, AS SHOWN ON SURVEY BY MELTON DATED MAY 2, 1984; THENCE SOUTH 12°23'30" EAST 162.78 FEET AS PER MELTON SURVEY; THENCE SOUTH 21°34'47" EAST 72.14 FEET AS PER MELTON SURVEY; THENCE SOUTH 47°37'43" EAST 119.89 FEET AS PER MELTON SURVEY; THENCE SOUTH 87°54'21" EAST 78.30 FEET AS PER MELTON SURVEY; THENCE NORTH 75°17'54" EAST 185.14 FEET AS PER MELTON SURVEY; THENCE NORTH 80°50'47" EAST 122.40 FEET AS PER MELTON SURVEY; THENCE NORTH 57°36'16" EAST 432.94 FEET (432.58 FEET MELTON SURVEY TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'27" EAST 253.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°16'52" EAST 1327.41 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'43" EAST 1323.54 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°22'10" WEST 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 36.19 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

NEW TRACT 2
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES PS 1208, FEBRUARY 24, 2026. COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°22'10" EAST 850.50 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°57'01" WEST 1324.32 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°27'25" EAST 398.17 FEET ON SAID WEST LINE; THENCE SOUTH 89°16'43" EAST 1323.66 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°22'10" WEST 395.76 FEET TO THE POINT OF BEGINNING, CONTAINING 11.91 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

CERTIFICATE OF COUNTY TREASURER
This is to certify that there are no unpaid taxes, special assessments or tax liens outstanding against this property. Given under my hand and seal this _____ day of _____, 2026.

MARILYN STEVENSON COUNTY TREASURER



REF. JOB No. 22072073

DRAWN BY :	JOB No.
BKC	26022350
CHECKED BY :	LATEST REVISION:
BKC	3/28/2022
PREPARED FOR:	
MR. CRUM	

CATES SURVEYING INC.

Bryon K. Cates
Professional Surveying Services
790 Pawnee Rd. Pomona, KS 66076
Phone 785-566-3391 Fax 785-566-3391

SURVEYOR'S CERTIFICATION	SURVEYOR'S NOTES	SURVEYOR'S REVIEW	LEGEND	PLANNING DIRECTOR
I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF KANSAS AND THE RESULTS OF SAID SURVEY ARE PRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.	- The bearings shown hereon are based on the East line of the Southeast Quarter being N 00°-22'-10" E. - This survey does not reflect any esements, rights-of-way, or other instruments of record which may encumber this property per agreement with client. - Underground, above ground utilities, nor improvements were located or shown on this survey. - All distances are measured unless otherwise noted.	This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this Act. No other warranties are extended or implied.	○ Existing Iron Rod ● Set 1/2"x24" Iron Rod/Cap 1208 (unless otherwise noted) △ Section Corner - Origin Unknown (unless noted) — Boundary Line — Fence line (G.L.O.) General Land Office (M) Measured Dimension (D) Deed Dimension (P) Plat Dimension - R/W Right of Way	I hereby certify that this Lot Split has been examined and found to comply with the Subdivision Regulation of Franklin County, Kansas, and is, therefore, approved for recording. Signed the _____ day of _____, 2026.
BRYON K. CATES, PS 1208 DATE		TIM SLOAN DATE		PLANNING DIRECTOR



**Board of County Commissioners
Franklin County, Kansas**

Resolution 26-

**A RESOLUTION AMENDING THE
OFFICIAL ZONING DISTRICT MAP OF FRANKLIN COUNTY, KANSAS**

WHEREAS, the Franklin County Planning Commission of Franklin County, Kansas, received an application for a Zone Change from Greg Crum to rezone approximately 36.19 acres, described as Tract 1, from A-1, Agriculture District to A-2, Transitional Agriculture District and to rezone approximately 11.91 acres, described as Tract 2, from the A-1, Agricultural District to the R-E, Residential Estate District. The property described below lies outside any incorporated city and is described as follows:

NEW TRACT 1

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M., AS WRITTEN BY BRYON K. CATES PS 1208, FEBRUARY 23, 2026. COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°22'10" EAST 1246.26 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°16'43" WEST 1323.66 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°27'25" EAST 20.00 FEET ON SAID WEST LINE; THENCE NORTH 44°17'06" WEST 85.23 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°01'37" WEST 1268.65 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°00'27" WEST 1321.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'27" EAST 175.35 FEET ON THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE CENTER OF THE MARAIS DES CYGNES RIVER, AS SHOWN ON SURVEY BY MELTON DATED MAY 2, 1984; THENCE SOUTH 12°23'30" EAST 162.78 FEET AS PER MELTON SURVEY; THENCE SOUTH 21°34'47" EAST 72.14 FEET AS PER MELTON SURVEY; THENCE SOUTH 47°37'43" EAST 119.89 FEET AS PER MELTON SURVEY; THENCE SOUTH 87°54'21" EAST 78.30 FEET AS PER MELTON SURVEY; THENCE NORTH 75°17'54" EAST 185.14 FEET AS PER MELTON SURVEY; THENCE NORTH 80°50'47" EAST 122.40 FEET AS PER MELTON SURVEY; THENCE NORTH 57°36'16" EAST 432.94 FEET (432.58 FEET MELTON SURVEY TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'27" EAST 253.04 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°16'52" EAST 1327.41 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°16'43" EAST 1323.54 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°22'10" WEST 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 36.19 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

NEW TRACT 2

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 18 EAST OF THE SIXTH P.M. AS WRITTEN BY BRYON K. CATES PS 1208, FEBRUARY 24, 2026. COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 00°22'10" EAST 850.50 FEET ON THE EAST LINE OF SAID SOUTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°57'01" WEST 1324.32 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°27'25" EAST 388.17 FEET ON SAID WEST LINE; THENCE SOUTH 89°16'43" EAST 1323.66 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 00°22'10" WEST 395.76 FEET TO THE POINT OF BEGINNING, CONTAINING 11.91 ACRES MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the January 28, 2026, notice of public hearing for said Zoning Change; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on February 19, 2026, regarding said Zoning Change; and

WHEREAS, the Franklin County Planning Commission, on February 19, 2026, in regular session and by a majority vote of those members present, recommended approval of said Zoning Change request based upon certain findings of fact whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Franklin County Board of County Commissioners, after duly reviewing the recommendation of the Planning Commission and considering all public comments and concerns regarding said Zoning Change, find that the rezoning of said property would not be detrimental to the surrounding properties and would be in compliance with the provisions of K.S.A. 12-753, the purpose and intent of the Franklin County Comprehensive Plan and the general welfare of the citizens of Franklin County.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby approve the rezoning of the above-described tracts from the A-1, Agriculture District to the A-2, Transitional Agriculture District and from the A-1, Agriculture District to the R-E, Residential Estate District and that the Official Zoning District Map of Franklin County, Kansas be amended to reflect the approved zoning change.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 11th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 11th day of March 2026.

Janet Paddock
County Clerk



**Board of County Commissioners
Franklin County, Kansas**

Resolution 26-

A RESOLUTION DENYING REZONING APPLICATION #2601-0067 (CRUM) TO REZONE APPROXIMATELY 36.19 ACRES FROM A-1, AGRICULTURE DISTRICT TO THE A-2, TRANSITIONAL AGRICULTURE DISTRICT AND TO REZONE APPROXIMATELY 11.91 ACRES FROM THE A-1, AGRICULTURAL DISTRICT TO THE R-E, RESIDENTIAL ESTATE DISTRICT.

WHEREAS Franklin County, Kansas is a county municipal government, organized pursuant to K.S.A. 19-101; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the January 28, 2026, notice of public hearing for said Zoning Change; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on February 19, 2026, regarding said Zoning Change; and

WHEREAS, the Franklin County Planning Commission, on February 19, 2026, in regular session and by a majority vote of those members present, recommended approval of said Zoning Change request based upon certain findings of fact whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Board of County Commissioners of Franklin County, after duly reviewing the recommendation of the Planning Commission together with all public comments for and against said Rezoning Application finds:

1. That the rezoning from "A-1" to "A-2" and from "A-1" to "R-E" is not consistent with the County Zoning Regulations.
2. That the rezoning from "A-1" to "A-2" and from "A-1" to "R-E" is not in conformance with and would not further enhance the County Comprehensive Plan.
3. That the rezoning from "A-1" to "A-2" and from "A-1" to "R-E" will unduly affect the character of the surrounding community.
4. That the rezoning from "A-1" to "A-2" and from "A-1" to "R-E" will impact property values of surrounding properties.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby deny rezoning application #2601-0067 (Crum) to rezone approximately 36.19 acres from A-1, Agriculture District to A-2, Transitional Agriculture District and to rezone approximately 11.91 acres from the A-1, Agricultural District to the R-E, Residential Estate District and.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 11th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 11th day of March 2026.

Janet Paddock
County Clerk