



To: Franklin County Board of County Commissioners
From: Nathan Boyd
Department: Planning & Building
Date: Wednesday, March 18th

AGENDA ITEM NARRATIVE

Consider approval of Special Use Permit Application #2601-0012 (Amend) to allow for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District.

BACKGROUND

The applicant is requesting a Special Use Permit for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District. The current use of the property is agricultural with an existing residence and outbuildings.

The proposed site commonly known as 1840 Woodson Road and located on the South side of Woodson Road and approximately one-quarter (1/4) mile West of Iowa Road, in the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 19, Township 15 South, Range 19 East. Approximately half (1/2) the property is located within the Special Flood Hazard Area.

There is an existing residence and outbuildings. The applicant is proposing to place one (1) Airstream Trailer on the property to operate as a short-term rental campsite on an approximately 80.00-acre tract. There is a partial privacy fence in front of the trailer screening it from the travelling public that are heading West.

The applicant and the property owner have entered into an operating agreement and a lease agreement (see attached) for the operation of one (1) short-term campsite with a holding tank. According to the business plan (see attached email dtd 01/08/2026) the applicant proposes the following:

1. To operate a single, owner-managed short-term rental of a permanently parked and renovated Airstream Trailer.
2. The property is privately owned land.
3. The short-term rental would be solely for overnight lodging and rented on a limited basis through platforms such as Airbnb.
4. This would be primarily for couples or solo travelers and can only accommodate a maximum of 3 guests.
5. The short-term rental would only be available between the months of April and November. The rental would not be available for rent during the months of December through March regardless of the temperature.

6. There will be no events, parties or commercial gatherings as specifically stated in the house manual (see attached) and that excessive noise would result in immediate removal from the property.
7. No pets are allowed.
8. There is a gravel parking spot that accommodates two (2) vehicles.
9. The applicant already has a short-term rental insurance policy in effect for this site.

The Airstream trailer has functioning electricity that has already been inspected. The applicant would provide sufficient bottled water for drinking water, and the house manual specifically states not to drink the tap water. In the business plan it states that the onboard water tank is filled manually via a drill-powered water pump with water from the applicant's home, which is provided by Douglas County Rural Water #5. The 20-gallon tank is emptied after each guest and re-filled to prevent contamination. In the lease agreement (see attached page 1 (i)) it states that the Lessor will *"Keep the Trailer's water tank full until Tenant, at its expense, get the public water source connected to the Trailer"*.

The applicant has installed a 1,000-gallon polyethylene tank with a high-water alarm that will be hooked up to electricity in the spring. Article 7, Regulations for Holding Tanks, Section 2, Permit Qualifications, of the County Sanitation Code states:

A permit authorized under this Article, and **any holding tank used for sanitation purposes** operated under the provisions of this Code, **shall only be approved subject to the following qualifications:**

- A. Land Use: Holding tanks may only be used for private on-site retentions of wastewater before the contents are removed by a Sanitary Disposal Operator.
 1. **Holding tanks may be permitted or operated for such uses as seasonal cabins, camping facilities, auctions, public or private schools, golf courses and other recreational activities when such uses are approved by a Special Use Permit as provided in the Franklin County Zoning Regulations.**
 2. Holding tanks may be permitted or operated for commercial and industrial tracts or parcels that were in existence prior to the effective date of this Code and subject to the approval of a Variance or Rule Exception as provided in Chapter I, Article 6, of this Code.
- B. Minimum Lot Size: The minimum lot size required for use, operation or permittance of any holding tank under this Code shall be three (3) acres or subject to approval as provided in Chapter 1, Article 6 of this Code.
- C. **Standards: Holding tank systems shall only be permitted after a thorough site consideration and evaluation has been made by the Franklin County Planning Commission as provided in Article 19 (Special Use Permits) of the Franklin County Zoning Regulations, or Chapter 1, Article 6 of this Code, Appeals/Variiances.**

Article 5 TRANSITIONAL AGRICULTURAL DISTRICT (A-2)

Section 5-3 Special Uses

6. Public and **privately owned** parks, playgrounds, golf courses or other **outdoor recreational uses such as campgrounds, youth and similar activities** including outdoor concerts, music festivals, rodeo/roping events conducted for a period of more than two (2) days at one event or more than six (6) times during any calendar year.

The following conditions were recommended if the Special Use Permit was approved:

1. The Special Use Permit is granted for the operation of one (1) short term rental campsite facility. Any additional uses, increases or expansions will require approval of an amended Special Use Permit.
2. Except as amended by these conditions, the short-term rental campsite shall be conducted in accordance with the applicant's Business Plan and Soulful Stops House Manual, attached as Exhibit.
3. The existing gravel driveway and parking spot shall be maintained in a weed free condition.
4. The applicant shall complete the privacy fence to the East side of the entrance to screen from the traveling public.
5. That the applicant shall obtain appropriate building permits for any new construction and/or services, i.e. electrical, plumbing, etc., and all new construction or installation of services shall comply with the appropriate code/s adopted by Franklin County Kansas.
6. The holding tank shall be inspected by the Franklin County Sanitarian prior to use of the short-term rental campsite.
7. That the on-site sanitation facility shall be maintained at all times to include pumping the tank every two (2) months or when the alarm goes off, whichever is sooner.
8. The applicant shall obtain a meter for the Airstream trailer from the rural water district within --- months of approval of this special use permit.
9. Any sign(s) used in conjunction with this Special Use Permit shall conform to Article 22 of the Franklin County Zoning Regulations.
10. That the Special Use Permit shall be null and void by operation of law if the Special Use Permit has not been initiated and utilized by commencing the activity or use at the specified site in said permit within one (1) year of the date of approval.

During Board Discussion the Planning Commission did discuss adding another condition requiring engineered tie downs to make the camper more secure, if approved.

Notice of the hearing letters were sent to eleven (11) surrounding property owners. Staff did receive one (1) comment against the proposed short term rental campsite, two (2) people appeared at the public hearing opposed to the special use permit and two (2) people appeared at the public hearing in favor of the special use permit. Those opposed stated they were concerned because there were no inspections or permits issued; the effect it would have on property values, not knowing what is going on at the property and the additional people traveling to the short-term rental campsite. Those in favor stated the camper was out of site so can't see it unless looking for it; it is similar to the activities that exist across the road and similar to the short-term rentals down the road that were approved as part of the special use permit for the Light Center.

The Planning Commission has recommended denial of the Special Use Permit allowing for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District by a vote of 4-3.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended denial of Special Use Permit Application #2601-0012 (Amend) for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District based on that it would have negative impacts on the surrounding neighborhood, that it would detrimentally affect nearby property values, that the use is not compatible with or sensitive to the surrounding neighborhood, does not have proof of a potable on site water supply and did not have permits or an inspection for the holding tank that is already installed.

SPECIFIC ACTION REQUESTED:

The Board of County Commissioners has three (3) options: (1) The board can accept the Planning Commission's recommendation and deny the Special Use Permit Application; (2) The board can refer the Special Use Permit application back to the Planning Commission for further consideration pursuant to the provisions of K.S.A. 12-757(d) and (3) The board may override the Planning Commission's recommendation and adopt a Resolution approving the Special Use Permit Application with a 4/5 vote of the board.

ATTACHMENTS

Applicant Emailed Business Plan

Applicant Soulful Stops House Manual, Lease Agreement and Operating Agreement (25)

Applicant Photos (6)

Countywide Map

Zoning Map

Floodplain and Road Classification Map (2)

Aerial Photo

Planning Director Photos (4)

Google Earth Pictures (4)

Excerpt of the draft February 19, 2026 Planning Commission Public Hearing Minutes

Subject: FW: Business Plan Soulful Stops
Attachments: 20250923soulfulstops009.jpg; 20250923soulfulstops024.jpg;
20250923soulfulstops029.jpg; 20250923soulfulstops033.jpg;
20250923soulfulstops041.jpg; 20250923soulfulstops068.jpg; Soulful Stops
Business Plan .pdf

From: Sabra Amend
Sent: Thursday, January 8, 2026 8:44 AM
To: Toth, Pat
Subject: Business Plan Soulful Stops

Hi Pat,

I hope you had a wonderful holiday season! I am writing to request approval regarding the operation of a small short-term rental at 1840 Woodson Rd. The property is owned by Tammy Ritter. She and I have entered into an operating agreement and lease agreement to run Soulful Stops, LLC at this location. Those legal documents are attached for your review.

I am proposing to operate a single, owner-managed short-term rental using a permanently parked and renovated Airstream trailer. The unit is located on private land used solely for overnight lodging, and rented on a limited basis through platforms such as Airbnb. The intended use is comparable to a small cabin or guesthouse and would primarily serve couples or solo travelers seeking a quiet countryside stay. It will hold a maximum of 3 guests between the months of April and November. The unit will be thoroughly cleaned between guests. Weekends will likely be more consistently booked but midweek bookings are also possible during these months. Soulful Stops will not be open for guests when temperatures are below freezing nor will it be open December through March regardless of temperature. It will be properly winterized during those months.

The Airstream will be properly set up with approved utilities (water, septic, and electric) that meet all applicable health and safety requirements. Electric is functional and has already been inspected. Sufficient drinking water is supplied for guests available in the form of water bottles in the fridge. In the house manual which is attached to this email, it is specifically stated not to drink the water from the tap. The onboard water tank is filled manually via a drill-powered water pump with water from 45 E 900 Rd (my home). The water is from Douglas County Rural District #5. The 20 gallon tank is emptied between each guest and re-filled to prevent water tank contamination. A short term rental insurance policy is already in effect on site.

There will be no events, parties, or commercial gatherings. It is specifically stated in the house manual (attached) that excessive noise will result in immediate removal from the property. It is also strictly stated that no pets are allowed. Adequate parking for two cars is provided on-site. The operation is designed to minimize any impact on neighboring properties and is open to respectful, quiet guests only.

Many surrounding neighbors are already in favor of this project and plan to come forward in support at our February county commission meeting.

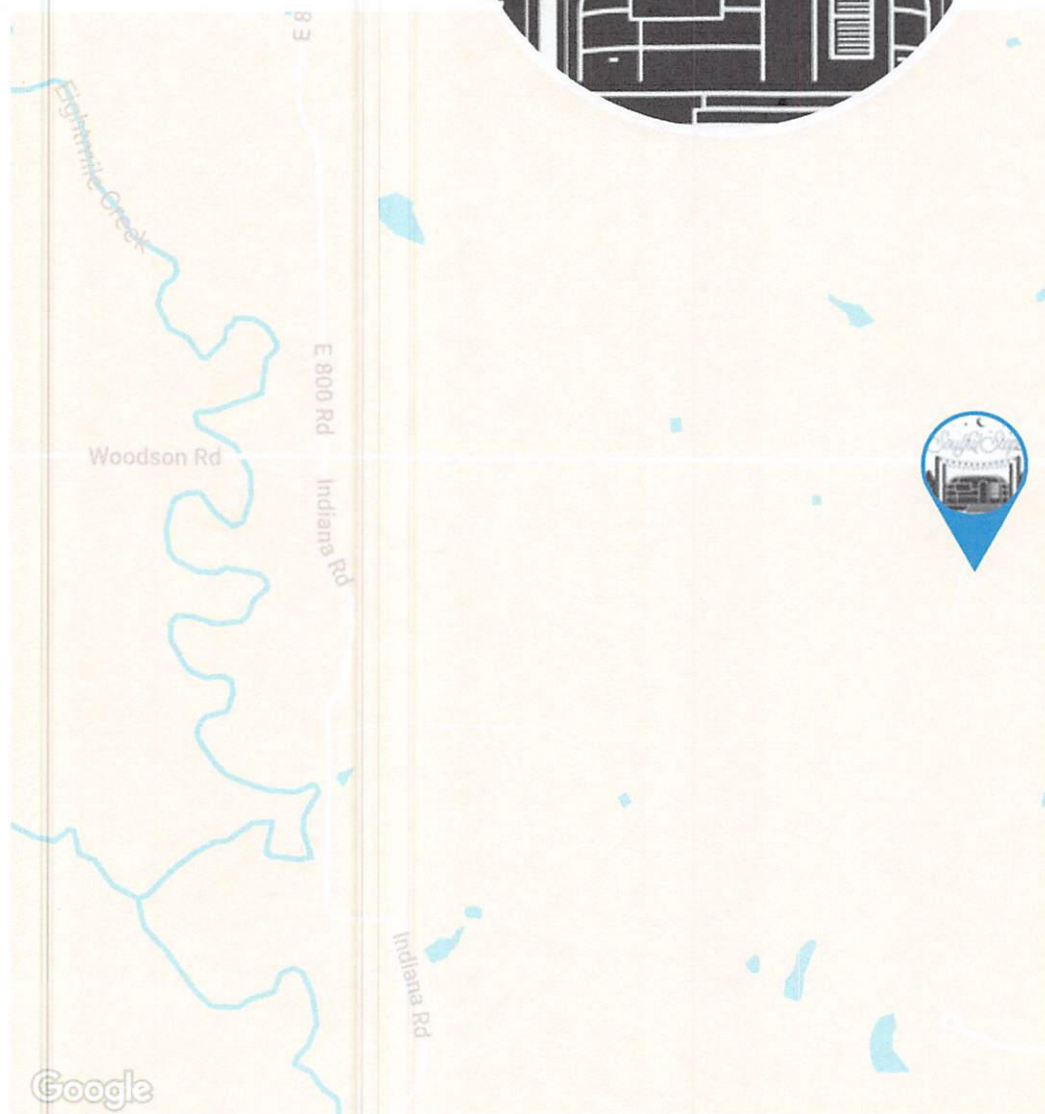
My goal is to ensure full compliance with all county requirements before proceeding. I am seeking approval of a special use permit in order to move forward with an in-ground septic tank equipped with alarm. Please view all my attached supporting documents.

Thank you for your time and support. I look forward to working with the county to ensure this project meets all applicable regulations. Please let me know what our next steps are.

Sincerely,
Sabra Amend



Sabra Amend



Map data ©2026 Report a map error

SOULFUL STOPS

WELCOME

Hi there, and welcome to your very own slice of heaven in the Kansas countryside! You've just landed in the heart of the prairie, where the skies stretch wide, the stars shine big, and your cozy Airstream getaway is ready to roll (well, not literally — it's parked for your comfort!).

You'll be sleeping under the stars in a lovingly restored vintage Airstream, complete with modern comforts, rustic charm, and just the right amount of retro flair. Whether you're here for a weekend of unplugged peace or planning to channel your inner prairie poet, consider this your home base for good vibes and fresh air.

So kick off your boots (or Birkenstocks), fire up a s'more or two, and let the rolling Kansas hills do the rest. I'm so glad you're here, and I can't wait for you to fall in love with this tiny silver slice of country magic.

Let the prairie adventures begin!

Your Host,

Sabra - Soulful Stops



Sabra Amend

GETTING HERE

Address

1840 Woodson Road
Baldwin City, Kansas 66006, US

Parking

Pull into the driveway, take a quick left turn, and follow the road back behind the camper. You'll find a designated gravel pad waiting just for you! It's roomy enough for two cars. Park it and relax, you're officially on camper time!

CHECKING IN

Check-in

Check-in time is anytime after 03:00 pm.

Occasionally we accommodate checking in at other times, if you contact us.

Additional check-in information

We will email you the access codes prior to your arrival.

You will be emailed the access code prior to your arrival.

ACCESSING WIFI

Network name

REDACTED FOR PRIVACY

Password

REDACTED FOR PRIVACY

How to resolve wifi issues:

If you have any problems with the wifi please contact us.

If you have any issues with wifi, send me a message through the AirBnb app and I'll be happy to help you!

CHECKING OUT

Checkout

Checkout time is anytime before 11:00 am

Before leaving:

- Turn off
- Turn off
- Turn off
- Turn off switch #2 in electric box
- Leave used beds unmade.
- Please clean up any dirty dishes and put them away.
- Make sure you turn off the stove, heater and lights.
- Replace any furniture that was rearranged.
- Take out the trash
- Leave used towels on the floor.
- Make sure you lock the doors.

HOUSE MANUAL

HOUSE RULES

House Rules

I'm so happy you're here! To help keep this place feeling like a peaceful retreat for everyone who visits, I have just a few friendly house rules:

Be Kind to the Space – treat this place like your favorite aunt's house... the one who bakes cookies and has nice furniture. Tidy up after yourself, and leave things how you found them.

Number of Guests

Air Gypsy has a maximum sleeping capacity of 3. If two separate beds are preferred, the dining table can be converted into a bed. This would be arranged before your stay so please contact me beforehand through the AirBnb app or by email @

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so I can prepare for

your arrival.

Noise/ Parties

- **NO PARTIES ARE ALLOWED AND NO EXCESSIVE NOISE.**

- Specifically, between the hours of **8pm and 8am** noise should be kept to a minimum. Let's please be respectful of our rural neighbors.

- **This rule is strictly enforced. You will be required to leave in the middle of your stay with no refund if excessive noise is reported.**

No Smoking

- **NO SMOKING OF ANY SUBSTANCE IS PERMITTED INSIDE THE CAMPER.**

That's what the great outdoors can be used for. But please be kind to Mother Earth and keep the area clean and free from cigarette butts.

NO PETS ALLOWED. This is for your pet's safety. Roaming dogs are NOT safe here. No exceptions.

Thanks for being a thoughtful guest—and enjoy your stay to the fullest!

QUIET HOURS

Quiet Hours – From 8PM to 8AM, we kindly ask you to keep things low-key. Think more “relaxing evening tea” and less “midnight drum solo.”

PET POLICY

No Pets, Please – As much as we adore animals, this space is not set up to safely host our furry companions. It's not them, it's us—we promise! Thanks for understanding.

OUTDOOR COUCH AND CHAIR CUSHIONS

If it happens to rain during your stay, please bring in the patio couch / chair cushions and poufs. Thank you!

AIR CONDITIONER

The air conditioner unit is located in the ceiling of the camper in front of the stove. There are two settings: air conditioning and fan. There is a dial to increase or decrease the cool setting. Feel free to set it to your comfort level.

The unit make quite a racket but it sure beats baking in the Kansas heat!

Please turn AC off when leaving for the day. Do not leave AC running when offsite.

Upon checkout please turn AC off.

STOVE USAGE

How to Use the Stove

Air Gypsy's charming stove is a **vintage propane model**, which means it does **not light automatically** — you'll need to use a lighter to ignite it. It's simple once you get the hang of it. Below I've laid out step-by-step instructions for safe and easy use. A lighter is provided in the top drawer to the left of the stove.

Step-by-Step: Lighting the Stove

1. Check the burner area

Make sure nothing is covering the burner, and that it's clean and clear.

2. Turn the knob slowly to "Light" or "High"

You'll hear a quiet hissing sound — that's the gas flowing. Do **not** turn it all the way up.

3. Immediately ignite the burner

Using the long lighter, bring the flame close to the burner's holes while the gas is flowing.

You should see the burner flame catch with a "*whoosh*."

4. Adjust the flame

Once it's lit, you can turn the knob to adjust the heat level. A blue flame means it's burning properly.

5. Double-check it's off when done

When you're finished, make sure the burner knob is turned completely off and the flame is out.

WATER SUPPLY AND USAGE

Water Use Instructions:

Water from the tap is not potable. For drinking water, use the provided water bottles in the fridge.

To get the water flowing, just flip the switch labeled "Water Pump"—you'll find it right above the coffee maker. The occasional pump sound is normal.

Showering? Use the bathroom faucet and swivel it over to the shower. It extends long enough to use as a hand shower wand for a quick rinse. This wand does not have excellent water pressure... welcome to the world of off-grid charm! When done, turn on the "Bilge Pump" switch to help things drain properly.

Since this stay runs on a water tank system, there's a chance it may need a quick refill during your visit.

If you run out of water, please contact me through the AirBnb app. We will fill the tank as smoothly and unobtrusively as possible—no need to lift a finger. This process can be done without us stepping inside. Your privacy maintains intact!

The best way to manage this is for us to fill the water tank while you're going to be out for the day. Think of it like housekeeping refreshing your hotel room. Please give us at least 2 hours notice.

DECK LIGHTS

To turn on the deck overhead lighting, flip **switch #2** in the electrical box on the southwest corner of the deck. This controls the water fountain and the lights together.

If you'd like a more peaceful evening glow, try turning the lights off and enjoy the ambience of the solar lanterns.

Please make sure deck lights are OFF when you check out.

PORTABLE HEATER

If you're lucky enough to be staying in the camper during a crisp fall day, you may need a heater. There is a small portable heater in the lower cabinet by the master bed. It can be plugged in to the kitchen outlet. Believe it or not, it is small but mighty and will keep you plenty warm even though Air Gypsy's windows are anything but air tight.

TRASH

When it's time to toss your trash, please use the designated receptacle located in the parking area.

FIRST AID KIT

You will find a first aid kit in the cubby at the foot of the master bed.

HAVIE LAMP IN BEDROOM

There is a Havie lamp at the foot of the bed in the bedroom. It's features are listed below. The instruction manual is in the cubby at the foot of the bed as well as the charger. Enjoy!

Aurora Projection – Soft ambient light that sets the perfect mood

- **18 Color Modes:** Switch between a full spectrum of moods, from calming blues to energizing warm tones.
- **Gradient Mode:** Enjoy smooth, flowing color transitions for an enchanting vibe.
- **Static/Dynamic Projection Modes:** Choose between a steady glow or mesmerizing moving light effects to match your mood.

Adjustable Brightness – Dial in the perfect level of glow for any moment.

Red Light Mode – Sleep-friendly glow to help your body wind down naturally.

Soothing Soundscapes – Built-in white noise for deeper, calmer sleep.

Bluetooth Enabled – Connect your favorite playlists for dreamy vibes.

Remote Controlled – Adjust colors, brightness & sound without leaving bed.

Portable & Cordless – Move it anywhere, no outlets needed.

Auto-Off Timer – Set it to turn off in 30, 60, or 120 minutes.

Effortless Vibes – For bedtime, journaling, or winding down.

THERMACELL MOSQUITO REPELLER

There is a TheraCell mosquito repeller device charged and ready for outdoor use for you. It's on top of the refrigerator. The instructions are included for a quick introduction on how it works.

FIRE PIT

I hope you'll enjoy the fire pit! I have included fire starters for your convenience. They're on top of the fridge by the knife block. There are s'mores roasting sticks hanging on a hook by the front door.

Firewood can be purchased in Baldwin City, Ottawa, or Lawrence.

BED TO TABLE CONVERSION

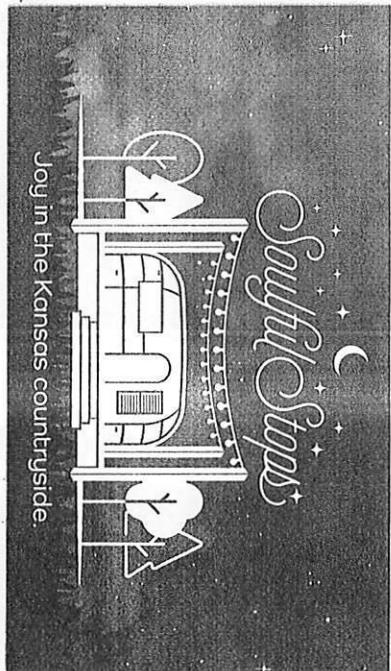
Air Gypsy is ideal for two people but three can stay comfortably if two of the individuals can share a queen-size bed.

If two separate beds are preferred, the dining table can be converted into a bed. This would be arranged before your stay so please contact me beforehand through the AirBnb app so I can prepare for your arrival.

EMERGENCY CONTACT NUMBERS

In the event of a life threatening emergency dial **911**.

Franklin County Sheriff's Office Non-Emergency Number: **785-242-2561**.



*Soulful
Stops*

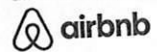
SABRA AMEND | Host

REDACTED FOR PRIVACY

1840 Woodson Rd, Baldwin
City, KS 66006



BOOK HERE
airbnb.com/h/airgypsy



business card

Franklin County Parcel Search

X = trailer permanent site

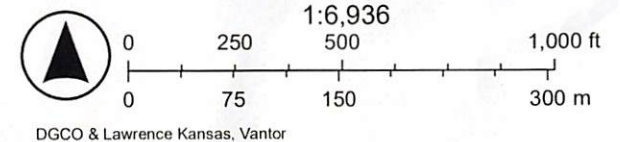


12/3/2025, 9:45:57 AM

Parcels
Roads
SECONDARY ROAD

PRIMARY ROAD
World Imagery
Low Resolution 15m Imagery

High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations



LEASE AGREEMENT

TAMMY RITTER ("Lessor") hereby leases to SOULFUL STOPS, LLC, a Kansas limited liability company ("Tenant"), part of the premises known as 1840 Woodson Road, Baldwin City, Kansas 66006 as shown in the drawing attached hereto as Exhibit A (the "Premises"), for the sole purpose of Tenant maintaining on the Premises an Airstream trailer ("Trailer") for short-term rentals to the public.

The rent due during the rental term shall be at the rate of \$200.00 per month, but only when the Trailer is on the Premises. Tenant may remove the Trailer from the Premises at any time and for any length of time. For partial months, the monthly rent amount shall be prorated. In addition, Tenant shall pay Lessor 15% of all net rentals received by Tenant from the rental of the Trailer to third parties (net of fees charged by the booking companies).

Either party may terminate this Lease Agreement at any time by giving the other party at least sixty (60) days prior written notice of the effective date of termination.

Tenant shall maintain general liability insurance in the amount of at least \$100,000.00 and property insurance on the Trailer at all times during the rental term, and shall provide Lessor with written evidence thereof upon request. Lessor shall be named as an additional insured under Tenant's liability insurance coverage.

Lessor shall be responsible for maintaining general liability insurance on the real property and for paying all real property taxes and installments of special assessments accruing during the rental term.

Tenant shall be responsible for keeping the Trailer in good order and repair, subject to Lessor's obligations below.

Tenant will give Lessor advance notice (which may be by text, phone or in person) of the dates of use of the Trailer by the public as renters (dates, names, contact information, etc.). Lessor shall help manage such renters and the turnovers by providing the following services:

- (i) Keep the Trailer's water tank full until Tenant, at its expense, get the public water source connected to the Trailer.
- (ii) At Tenant's expense, have the honey pot waste removed as needed.
- (iii) Mow and maintain the grass area near the trailer and remove and control weeds in that area.
- (iv) Watering plants.
- (v) As a service shared with Tenant, clean and turnover (general housekeeping services) inside Trailer between renters.

Tenant shall be in default under this Lease Agreement upon the occurrence of any of the following events (a "Default"):

(a) Tenant fails to make any payment due under this Lease Agreement within ten (10) days of the due date of such payment;

(b) Tenant fails to observe a non-payment obligation under this Lease Agreement and does not correct such failure within ten (10) days after Lessor gives notice thereof to Tenant; or

(c) Tenant makes a general assignment for the benefit of its creditors, has a receiver appointed, or files or has filed against it any petition under any existing or future bankruptcy or insolvency law.

Upon a Default, Lessor may terminate this Lease Agreement by giving written notice of termination to Tenant.

Upon any termination of this Lease Agreement, Tenant shall remove the Trailer from the Premises and repair any damage caused to the Premises by such removal.

Any notices or communications required or permitted hereunder or by law shall be sufficient if in writing and when delivered in person or by delivery service or when mailed to Lessor at the Premises address above or to Tenant at 45 E 900 Road, Baldwin City, KS 66006.

LESSOR:

Date: 23 May, 2025

TAMMY Ritter
Tammy Ritter
Cell Phone No.: REDACTED FOR PRIVACY

TENANT:

Date: 23 May, 2025

SOULFUL STOPS, LLC
By: [Signature]
Sabra Amend
Cell Phone No.: REDACTED FOR PRIVACY

EXHIBIT A

DRAWING

OPERATING AGREEMENT OF SOULFUL STOPS, LLC

This Operating Agreement (“**Agreement**”) is dated as of April 22, 2025, and is between SOULFUL STOPS, LLC, a Kansas limited liability company (the “**Company**”), and SABRA AMEND (“**Member**”).

On April 17, 2025, the Company was duly formed by the filing of Articles of Organization with the Kansas Secretary of State under the Kansas Revised Limited Liability Company Act (the “**Act**”).

The Member (intending to be the sole member of the Company) hereby adopts this Agreement as the “operating agreement” of the Company under the Act to set forth the rules, regulations and provisions regarding the management and business of the Company, the governance of the Company, the conduct of its business, and the rights and privileges of the Member.

In consideration of the premises and the mutual agreements contained herein, the parties hereto agree as follows:

ARTICLE I BUSINESS PURPOSES AND OFFICES

1.1 **Business Purpose.** The business purpose of the Company will be to acquire, mortgage, own, operate, lease and otherwise deal with an Airstream trailer, in accordance with this Agreement.

1.2 **Principal Office.** The principal business office of the Company will be located at such place(s) as the Member may determine from time to time.

1.3 **Registered Office and Agent.** The location of the registered office and the name of the registered agent of the Company in the State of Kansas will be as stated in the Articles (defined below), or as will be determined from time to time by the Member and appropriately filed with the Kansas Secretary of State as required by the Act.

1.4 **Formation.** Stanley N. Woodworth was an “authorized person” within the meaning of the Act for purposes of executing, delivering and filing the Articles with the Kansas Secretary of State. Upon execution of this Agreement, the Member will be and continue as the designated “authorized person” within the meaning of the Act. The Member was admitted to the Company as a member at the time of filing of the Articles, and the Articles are hereby ratified by the Member upon execution of this Agreement.

ARTICLE II DEFINITIONS

2.1 **Terms Defined Herein.** As used herein, the following terms will have the following meanings, unless the context otherwise specifies:

"Act" means the Kansas Revised Limited Liability Company Act, as amended or replaced from time to time.

"Agreement" means this Operating Agreement of the Company, as amended from time to time.

"Articles" means the Articles of Organization of the Company filed with the Kansas Secretary of State, as amended from time to time.

"Assignee" means a Person to whom all or part of a Member's Interest or Distribution Rights has been Transferred, but who has not been admitted as a Substitute Member with respect to such Transferred Interest or Distribution Rights.

"Available Cash" means the aggregate amount of cash on hand or in bank, money market or similar accounts of the Company at any given time derived from any source (other than Capital Contributions and Liquidation Proceeds) which the Member determines, in its absolute discretion, should be distributed to the Member.

"Business" means the building ownership business to be conducted by the Company in accordance with this Agreement.

"Capital Contribution" means the total amount of cash or the net Fair Value of property contributed by the Member to the capital of the Company.

"Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

"Company" means Soulful Stops, LLC, a Kansas limited liability company.

"Distributions" means any distributions by the Company to the Member of Available Cash or Liquidation Proceeds.

"Distribution Rights" has the meaning set forth in Section 7.2.

"Fair Value" of an asset or property means its fair market value.

"Interest" refers to all of the Member's rights and interests in the Company in its capacity as a Member, all as provided in the Articles, this Agreement and the Act. For purposes of the Uniform Transfer on Death Security Registration Act or any similar applicable legislation, an Interest in the Company will be and is a "security" as defined in and governed by Article 8 of the Uniform Commercial Code.

"Involuntary Transfer" means, with respect to the Interest and despite the Transfer restrictions set forth in this Agreement, that the Interest (or a portion thereof) has been Transferred (i) by operation of law (such as, without limitation, Transferred to a Member's trustee in bankruptcy or Transferred by court order, but not including Transfer upon death or Transfer to a guardian or conservator of an incompetent person), (ii) pursuant to a dissolution of marriage or legal separation, or (iii) under levy of attachment or charging order or upon

foreclosure of a pledge or security interest.

"Liquidation Proceeds" means all Property at the time the Company liquidates and winds up its existence.

"Member" means Sabra Amend or any other Person substituted as the Member of the Company.

"Person" means any natural person, partnership, limited liability company, corporation, association, cooperative, trust, estate, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Property" means all properties and assets that the Company may own or otherwise have an interest in (to the extent of such interest) from time to time.

"Reserves" means amounts set aside from time to time by the Member in accordance with Section 4.3.

"Substitute Member" has the meaning set forth in Section 7.3 below.

"Transfer" or **"Transferred"** means (i) when used as a verb, to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise or otherwise dispose of or encumber, and (ii) when used as a noun, the nouns corresponding to such verbs, in either case voluntarily or involuntarily, by operation of law or otherwise, including, without limitation, upon bankruptcy, death, divorce, marriage dissolution or otherwise.

2.2 Other Definitional Provisions.

(a) As used in this Agreement, accounting terms not defined in this Agreement, and accounting terms partly defined to the extent not defined, will have the respective meanings given to them under tax accounting principles.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender will be deemed to include the feminine or neuter genders, and vice versa, where applicable. Words of the singular number will be deemed to include the plural number, and vice versa, where applicable.

ARTICLE III CAPITAL CONTRIBUTIONS AND LOANS

3.1 **Capital Contribution.** The Member has made an initial Capital Contribution to the Company as set forth in the Company's financial records.

3.2 **Additional Capital Contributions, Loans and Guarantees.** The Member may

make (but will not be obligated to make) additional Capital Contributions and loans to the Company from time to time. Any loans by the Member to the Company will not be considered as a contribution to the capital of the Company. The Member may (but is not obligated to) guarantee or cause any other Person to guarantee personally or to provide any personal collateral to secure any obligations of the Company. The Member will not be obligated to restore any negative capital account balance.

3.3 **No Personal Liability.** The Member will not be liable under any judgment, decree or order of any court or government agency, or in any other manner, for any debt, obligation or liability of the Company, except as and to the extent the Member expressly agrees to be personally bound.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.1 **Non-Liquidating Cash Distributions.** The amount, if any, of Available Cash may be determined by the Member from time to time and distributed to the Member as and when the Member so determines in its absolute discretion.

4.2 **Liquidation Distributions.** Liquidation Proceeds, if any, will be distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Company (including to Member to the extent otherwise permitted by law) and the expenses of liquidation; then

(b) To the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, provided that any such reserves will be held by such Person for such period as such Person deems advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, will be distributed as hereinafter provided; then

(c) To the extent the existence of the Company is to be terminated, the remainder to the Member.

4.3 **Reserves.** The Member has the right to establish, maintain and expend reasonable Reserves to provide for working capital, for debt service, for expected operating deficits, for future investments, and for such other purposes as the Member may deem necessary or advisable.

ARTICLE V MEMBER MEETINGS

5.1 **Meetings of Sole Member: Place of Meetings.** Meetings of the Member may be called at any time by the Member. Meetings of the Member may be held for any purpose or purposes, unless otherwise prohibited by statute. All meetings of the Member will be held at such place as is stated in the notice of the meeting or at any other location specified by the

Member.

5.2 **Action Without Meeting.** A formal meeting of the Member will not be required for the Member to make any decision or to take any action to be made or taken by the Member. Any decision or action required or permitted to be taken by the Member may be taken without a meeting if the action is evidenced by a written consent or document constituting or describing the action to be taken, signed by the Member.

ARTICLE VI MANAGEMENT AND CONTROL

6.1 **Management By Member.** The business and affairs of the Company will be managed by or under the direction of the Member. The Member or the President may execute in the name and on behalf of the Company all instruments, documents and contracts, and exercise all of the powers of the Company.

6.2 **Officers.** The Member may appoint and remove from time to time such officers of the Company as the Member determines. Until further action of the Member, Sabra Amend will serve as President, Secretary and Treasurer of the Company.

6.3 **Compensation.** The salaries and compensation (if any) of all officers and employees will be fixed by the Member.

6.4 **Duties of Officers.** The duties of the officers, if any, include the following:

(a) **Duties of President.** The President will be the chief executive officer and chief operating officer of the Company with all duties normally associated with such position(s), and will preside at all meetings of the Member. Subject to the decisions of the Member, the President will have general management of the day-to-day operations of the Company and will cause all decisions of the Member to be carried into effect.

(b) **Duties of Vice President.** In the absence of the President or in the event of the President's inability or refusal to act, the Vice President will perform the duties of the President, and when so acting, will have all the powers of and be subject to all the restrictions upon the President. The Vice President will perform such other duties and have such other powers as may be prescribed by the Member or the President.

(c) **Duties of Secretary.** The Secretary will attend all meetings of the Member and record all the proceedings of the meetings of the Member. The Secretary will perform such other duties as may be prescribed by the Member or the President.

(d) **Duties of Treasurer.** The Treasurer will keep full and accurate accounts of receipts and disbursements in books belonging to the Company and will be responsible for preparing all financial statements. The Treasurer will perform such other duties as may be prescribed by the Member or the President.

ARTICLE VII TRANSFERS OF INTERESTS

7.1 **Involuntary Transfer: Rights of Assignees and Substitute Members.** Upon an Involuntary Transfer with respect to the Member, unless and until admitted as a Substitute Member pursuant to Section 7.3, the Assignee of all or a part of the Member's Interest as a result of the Involuntary Transfer is only an Assignee, is not a Member and shall not be entitled to exercise any of the management, governance or other rights or powers of a Member in the Company (all of which shall remain with the assignor Member), including, without limitation, the right to manage the Company, the right to vote, grant approvals or give consents with respect to such Interest, the right to require any information or accounting of the Company's business, the right to receive any notices provided under this Agreement, or the right to inspect the Company's books and records. Notwithstanding any provision of the Act to the contrary, an Assignee of the Member's Interest shall only be entitled to receive the specific Distribution Rights transferred to the Assignee which the assignor would be entitled to receive otherwise, shall not receive any allocation of any net income or net losses of the Company, or any items thereof and shall not be entitled to exercise any management rights with respect to the Company, unless and until the Assignee becomes a Substitute Member as to all of the Interest. A permitted assignee who has become a Substitute Member has, to the extent of the Interest transferred to such assignee, all the rights and powers of the Person for whom such assignee is substituted as the Member and is subject to the restrictions and liabilities of a Member under this Agreement and the Act. Upon admission of a permitted assignee as a Substitute Member, the assignor of the Interest so acquired by the Substitute Member shall cease to be a Member of the Company to the extent of such transferred Interest. A Person shall not cease to be a Member upon assignment of all of such Member's Interest unless and until the assignee(s) becomes a Substitute Member as to all of such Interest.

7.2 **Permitted Economic Transfers.** The Member shall have the right to Transfer all or part of the Distribution rights ("Distribution Rights") of the Member's Interest (but not to substitute the assignee of any Distribution Rights as a Substitute Member, except in accordance with Section 7.3 below), by a written instrument, provided that:

(a) The Member has made such Transfer of Distribution Rights to the Assignee in writing; and

(b) The Assignee agrees in writing that the assigned Distribution Rights remain subject to all of the terms and conditions of this Agreement and may not be further Transferred except in compliance with this Agreement.

7.3 **Substitute Members.** No Assignee of all or part of a Member's Interest or any Distribution Rights therein shall become a "Substitute Member" in place of the assignor and with all of the rights of the assignor as a Member unless and until:

(a) The Transfer complies with the provisions of Section 7.2.

(b) The assignor Member (if living) states in the instrument of assignment that such assignor Member intends for the Assignee to be admitted as a Substitute Member in

the Company;

(c) The assignee has executed an instrument accepting and adopting the terms and provisions of this Agreement as a Member; and

(d) The assignor or assignee has paid all reasonable expenses of the Company in connection with the admission of the assignee as a Substitute Member.

Upon satisfaction of all of the foregoing conditions with respect to a particular assignee, the Member shall cause this Agreement and, if necessary, the Articles to be duly amended to reflect the admission of the assignee as a Substitute Member.

ARTICLE VIII LIABILITY AND INDEMNIFICATION

8.1 **Limitation of Liability.** To the extent permitted by law, an officer, the Member, and the Member's officers, directors, employees and agents (each a "Covered Person") will not be liable for damages or otherwise to the Company for any act, omission or error in judgment performed, omitted or made by it or them in good faith and in a manner reasonably believed by it or them to be within the scope of authority granted to it or them by this Agreement and in the best interests of the Company, provided that such act, omission or error in judgment does not constitute fraud, gross negligence, willful misconduct or breach of fiduciary duty.

8.2 **Indemnification.** Without limiting the provisions of Section 8.1, the Company will indemnify each Covered Person to the fullest extent permitted by the Act, but such indemnity will not extend to any conduct by the party seeking indemnification that is determined by a court of competent jurisdiction to constitute bad faith, fraud, gross negligence, willful misconduct or breach of fiduciary duty. Any indemnity under this Section 8.2 will be paid from, and only to the extent of, Company assets and the Member will not have any personal liability on account thereof solely as a result of this Agreement.

ARTICLE IX ACCOUNTING AND BANK ACCOUNTS

9.1 **Fiscal Year and Accounting Method.** The fiscal year and taxable year of the Company will be the same as for the Member. The Member will determine the accounting method to be used by the Company.

9.2 **Books and Records.** The books and records of the Company will be maintained at the principal office of the Company or at the principal office of the Member. The Member (or its designated agent or representative) will have the right at all times to inspect and copy all books and records of the Company.

9.3 **Taxation.** The Company will be disregarded as an entity separate from the Member for Federal and state income tax purposes. All provisions of this Agreement and the Articles will be construed and applied so as to preserve that tax status.

9.4 **Bank Accounts.** All funds of the Company will be deposited in a separate bank,

money market or similar account(s) approved by the Member and in the Company's name, except as otherwise expressly approved by the Member. Withdrawals (by check or otherwise) therefrom will be made only by the Member, the President, the Treasurer and other persons approved by the Member in writing.

ARTICLE X DISSOLUTION AND TERMINATION

10.1 **Events Causing Dissolution.** The Company will be dissolved only upon the first to occur of the following events:

- (a) The expiration of the period (if any) fixed for the duration of the Company, as set forth in the Articles, unless extended by the Member.
- (b) The written decision of the Member to dissolve.

10.2 **Effect of Dissolution.** Except as otherwise provided in this Agreement or as may otherwise be determined by the Member, upon the dissolution of the Company, the Member will take such actions as may be required under the Act and will proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Member will have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining a fair and reasonable value for such assets, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 10.3 below, and to do all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

10.3 **Application of Proceeds.** Upon dissolution and liquidation of the Company, the assets of the Company will be applied and distributed in the order of priority set forth in Section 4.2, except as may otherwise be determined by the Member.

ARTICLE XI MISCELLANEOUS

11.1 **Title to Assets.** Title to the Property and all other assets acquired by the Company will be held in the name of the Company, except as may be otherwise determined by the Member. The Member will not individually have any ownership interest or rights in the Property or any other assets of the Company, except indirectly by virtue of such Member's ownership of the Interest.

11.2 **Nature of Interest in the Company.** The Member's Interest will be personal property for all purposes.

11.3 **No Third Party Rights.** Except for the provisions set forth in Article VIII with respect to Covered Persons, none of the provisions contained in this Agreement will be for the benefit of or enforceable by any third parties, including, without limitation, creditors of the Company or creditors of the Member.

11.4 **Severability.** In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement will not be affected thereby and will remain in full force and effect and will be enforced to the greatest extent permitted by law.

11.5 **Binding Agreement.** The provisions of this Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

11.6 **Headings.** The headings of the articles and sections of this Agreement are for convenience only and will not be considered in construing or interpreting any of the terms or provisions hereof.

11.7 **Governing Law.** This Agreement will be governed by the laws of Kansas.

11.8 **Amendment.** This Agreement may be amended any time and from time to time by a writing signed by the Member.

11.9 **TOD Ownership of Interest.** The Member hereby declares that title to her Interest is held in the name "Sabra Amend, transfer on death ("TOD") to Bryan Keeler so that, in the event of her death, her Interest will pass automatically by law to Bryan Keeler and, notwithstanding any other provision of this Agreement, Bryan Keeler will automatically become a Substitute Member. The Member may revoke such TOD designation at any time by executing an amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

THE COMPANY:

SOULFUL STOPS, LLC

By: _____

Name: Sabra Amend
Title: Member

THE MEMBER:

Sabra Amend













WYOMING 4900
VIRGINIA 4700
VERMONT TER 4600
VERMONT 4500
UTAH TER 4400
UTAH 4300
TEXAS TER 4200
TEXAS 4100
TENNESSEE 3900
OREGON TER 3800
OREGON 3700
OHIO TER 3600
OHIO 3500
NEVADA TER 3400
NEVADA 3300
NEBRASKA TER 3200
NEBRASKA 3100
MONTANA TER 3000
MONTANA 2900
MISSOURI TER 2800
MISSOURI 2700
EISENHOWER TER 2600
EISENHOWER 2500
LOUISIANA TER 2400
LOUISIANA 2300
KENTUCKY TER 2200
KENTUCKY 2100
IOWA TER 2000
IOWA 1900
INDIANA TER 1800
INDIANA 1700
IDAHO TER 1600
IDAHO 1500
GEORGIA TER 1400
GEORGIA 1300
FLORIDA TER 1200
FLORIDA 1100
DELAWARE TER 1000
DELAWARE 900
COLORADO TER 800
COLORADO 700
CALIFORNIA TER 600
CALIFORNIA 500
ARKANSAS TER 400
ARKANSAS 300
ALABAMA 100

ALABAMA 100
ARKANSAS 300
ARKANSAS TER 400
CALIFORNIA 500
CALIFORNIA TER 600
COLORADO 700
COLORADO TER 800
DELAWARE 900
DELAWARE TER 1000
FLORIDA 1100
FLORIDA TER 1200
GEORGIA 1300
GEORGIA TER 1400
IDAHO 1500
IDAHO TER 1600
INDIANA 1700
INDIANA TER 1800
IOWA 1900
IOWA TER 2000
KENTUCKY 2100
KENTUCKY TER 2200
LOUISIANA 2300
LOUISIANA TER 2400
MISSOURI 2700
MISSOURI TER 2800
MONTANA 2900
MONTANA TER 3000
NEBRASKA 3100
NEBRASKA TER 3200
NEVADA 3300
NEVADA TER 3400
OHIO 3500
OHIO TER 3600
OREGON 3700
OREGON TER 3800
TENNESSEE 3900
TEXAS 4100
TEXAS TER 4200
UTAH 4300
UTAH TER 4400
VERMONT 4500
VERMONT TER 4600
VIRGINIA 4700
WYOMING 4900

AMEND ZONING MAP



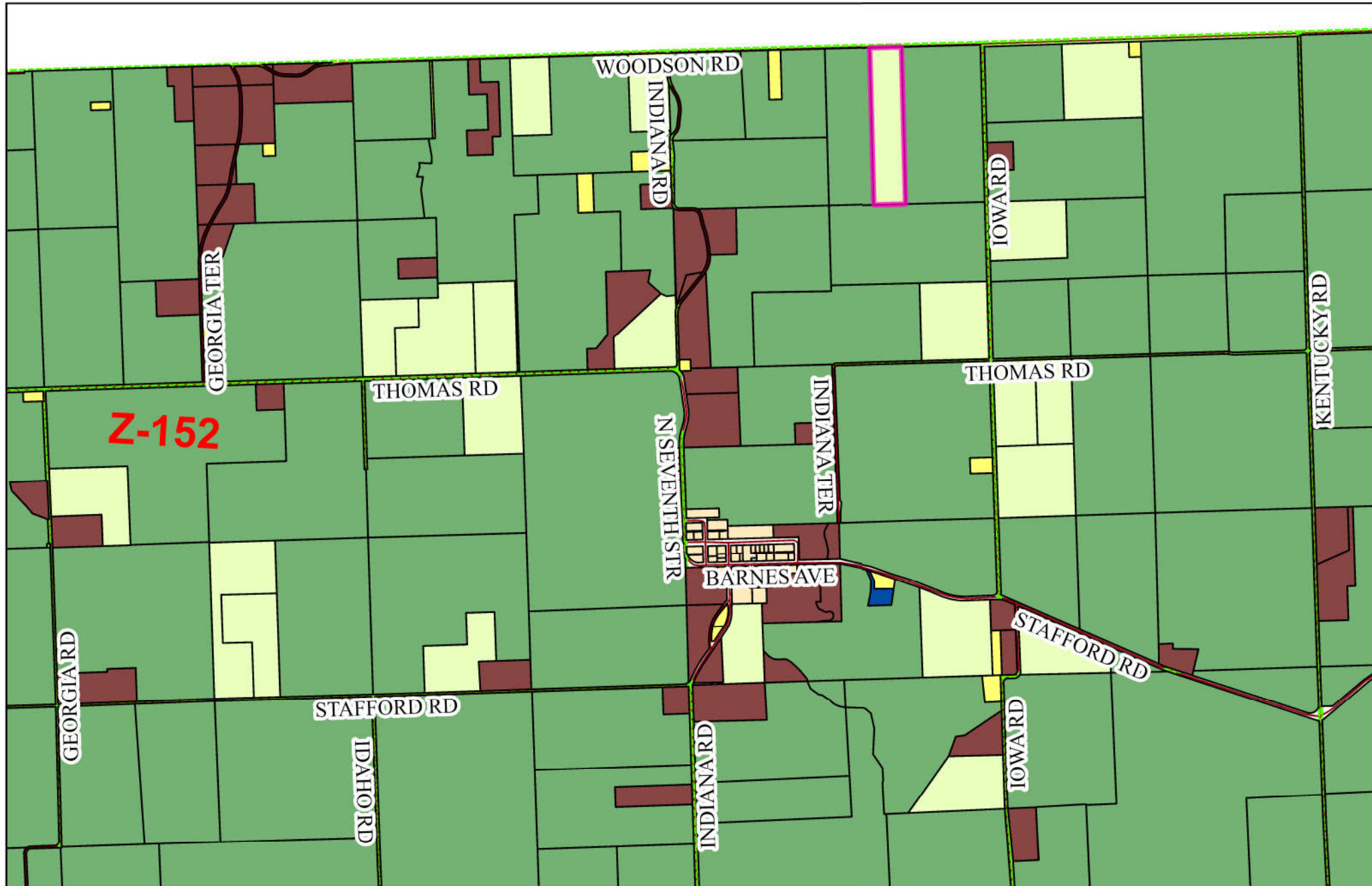
Zoning Map

 Agriculture

 Transitional Agriculture
 Commercial
 Highway Commercial
 Light Industrial

 Heavy Industrial
 Mobile Home Park
 Single Family

 Single Family Residential Three Acre
 Residential Estate
 City Zoning



AMEND ROAD SURFACE & FLOODPLAIN MAP

ROAD SURFACE

- PAVED ROAD
- MIN. MAINT.
- GRAVEL

Private Drive



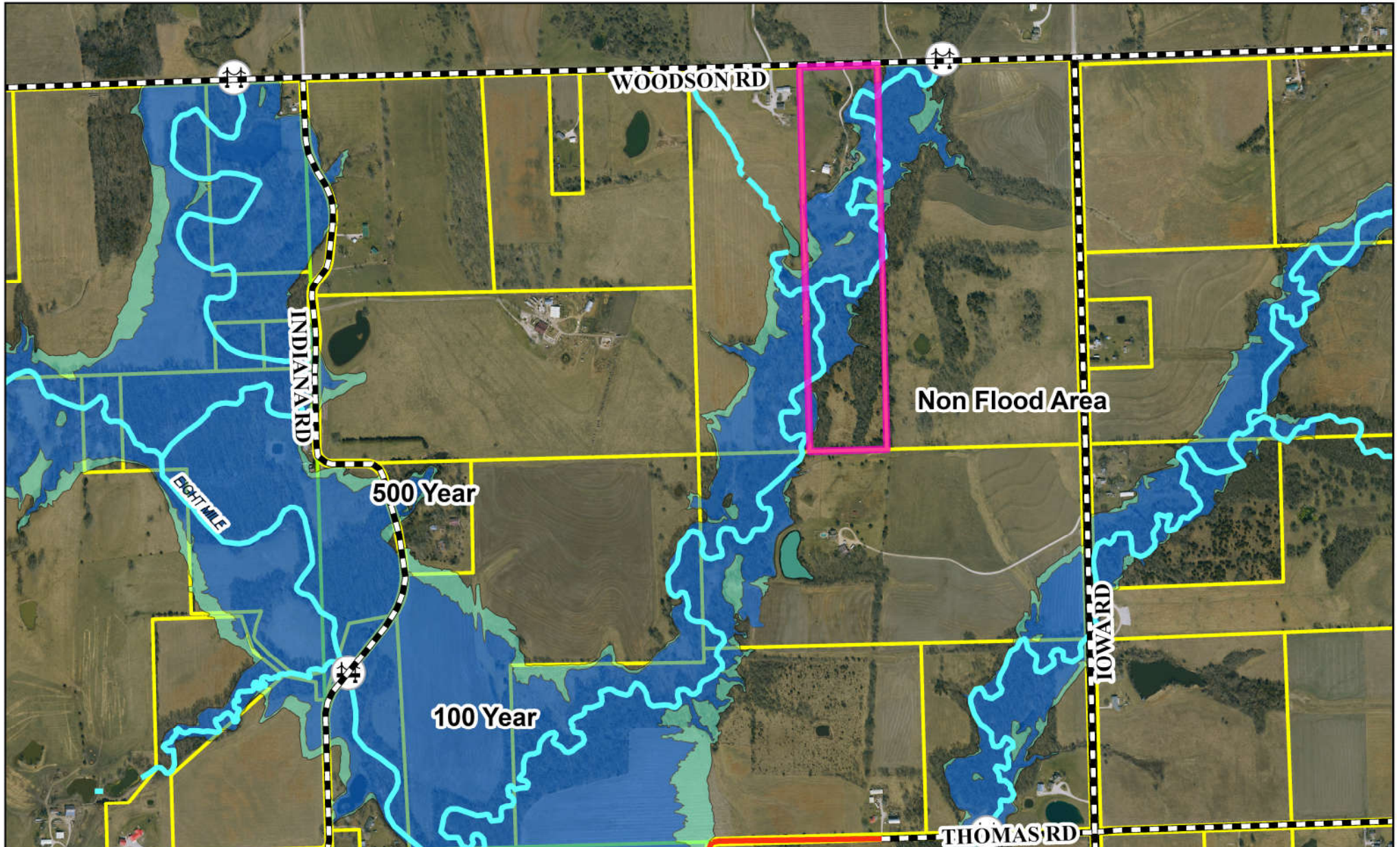
BRIDGES



BRIDGES-1

Flood_Year_2022

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



Amend Road Surface & Floodplain Map

ROAD SURFACE

PAVED ROAD

MIN. MAINT.

MINIMUM
MAINTENANCE

GRAVEL

ROAD_SURFA

Private Drive

Flood_Year_2022

500 Year

Non Flood Area

Reduced Flood Risk due
to Levee

100 Year

Floodway



AMEND AERIAL PHOTO





PLANNING DIRECTOR PHOTO TAKEN ON 01/23/2026



PLANNING DIRECTOR PHOTO TAKEN ON 01/23/2026



PLANNING DIRECTOR PHOTO TAKEN ON 01/23/2026



PLANNING DIRECTOR PHOTO TAKEN ON 01/23/2026

AMEND SPECIAL USE PERMIT

Google Earth Photo

Legend



Google Earth

Image © 2026 Airbus

200 ft



AMEND SPECIAL USE PERMIT

Google Earth Photo
Street View

Legend



Google Earth

© 2026 Google

7.13 ft

AMEND SPECIAL USE PERMIT

Google Earth Photo
Street View

Legend



Google Earth

© 2026 Google

8.11 ft



AMEND SPECIAL USE PERMIT

Google Earth Photo
Street View

Legend



Google Earth

© 2026 Google

4.68 ft

EXCERPT OF THE DRAFT FEBRUARY 19, 2026 PLANNING COMMISSION PUBLIC HEARING MINUTES

Application #2601-0012 (Amend) to consider a request for Special Use Permit for the operation of a Private Campsite Facility in an A-2 (Transitional Agriculture) Zone and for the use of a holding tank for sanitation purposes. Said property is currently known as 1840 Woodson Road and located on the South side of Woodson Road and approximately one-quarter (1/4) mile West of Iowa Road, in the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 19, Township 15 South, Range 19 East.

Staff Presentation: The Vice Chair opened Staff Presentation.

Staff presented the staff report for consideration of an application for approval of a Special Use Permit. The applicant is requesting a Special Use Permit for the operation of a single short-term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District. The subject property is currently known as 1840 Woodson Road and located on the South side of Woodson Road and approximately one-quarter (1/4) mile West of Iowa Road, in the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 19, Township 15 South, Range 19 East.

Staff briefly addressed each of the Golden Criteria enumerated in the Staff Report for use by the Planning Commission in making the Findings necessary to approve or deny the requested special use permit. This included discussion on whether the proposed use would be in compliance with Franklin County's Zoning Regulations and Comprehensive Plan. Staff concluded they were supportive of approving the requested special use permit as the proposed use, as conditioned, adheres to the County Zoning Regulations and can be considered as compatible with uses allowed in the district based upon the intensity described by the applicant; the limited nature of the proposed operation and conditions imposed adequately reduce negative impacts on the surrounding neighbors and whether the use would detrimentally affect nearby property values. Staff stated ten (10) conditions were recommended to mitigate any issues or impacts on the surrounding neighborhood. Notice was sent to eleven (11) surrounding property owners and at the time the staff report was written one (1) person did come into the office stating he was opposed to approving the special use permit. Staff recommends that the Planning Commission recommend approval of Special Use Permit Application #2601-0012 to allow for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District based on the findings listed herein and subject to the ten (10) conditions listed in the Staff Report.

Staff had nothing further to add unless the Planning Commission had questions. The applicant is present this evening and could answer questions as well.

B. Livingston asked how we got where we are because it appears the camper is already in place, is it not?

Staff stated yes, the camper is already on site, and the applicant could provide more information about that question.

B. Livingston asked if there was a poly tank in the ground now?

Staff stated the holding tank was installed but was not permitted and was not inspected. The planning department was not aware of the size or type of holding tank that was in place until we contacted the applicant and found out it was installed. The previous Planning Director and the Sanitarian did drive by the site and noticed the alarm sticking out of the ground and fresh dirt where the tank had been covered.

B. Livingston asked if there was power to the site?

Staff stated yes, the site does have electricity.

B. Livingston asked if the electrical was permitted and inspected?

N. Boyd stated the electrical service was permitted and inspected. At the pole there by the road, there's the meter and a disconnect, and that was connected running to the camper, just as an outlet at the time.

B. Livingston asked if the placement of the camper is allowed in the A-2 District?

Staff stated campgrounds are allowed in the A-2 Zoning District with the approval of a special use permit. RVs or Camping trailers are not allowed to be used as residences because they aren't permanently secured and they don't really meet any kind of building code or HUD standards.

S. Hornbuckle stated this campsite would operate possibly 7 days a week similar to someone living there just with different people staying there, correct?

Staff stated that might be a question to ask the applicant.

Staff had nothing further to add unless the Planning Commission had further questions.

The Vice Chair closed Staff Presentation.

Applicant Presentation: The Vice Chair opened Applicant Presentation.

Tammy Ritter, the landowner, and Sabra Amend, the applicant, were present.

Ms. Ritter stated she and Mrs. Amend wanted to do an Airbnb.

Mrs. Amend stated this Airbnb is her business and it was her taking on a dream of sharing the beauty of our land with people that can appreciate it. She is an avid traveler and has an entrepreneur spirit, so she wanted to do a creative project that allowed her to share this space they have. It was supposed to be fun and not harming anyone in the surrounding area. She approached Ms. Ritter because they have been friends since they moved into the area. Ms. Ritter has the perfect spot for Airbnb because it faces the woods. It is a wonderful retreat for people that respect peace and want quiet and want to get out of the city life. Isn't that nice to do sometimes when you live in the city? Most of their travelers have been from Kansas City and the surrounding areas, Ms. Ritter has kindly leased her this number of acres to put the trailer on. Up until this point, until the septic tank mishap happened and she did not realize that she was out of compliance when she was told by two separate individuals who came and inspected the land and told her about the different options she had. They both suggested a septic tank was the way to go with the land being the way it is. She could give the board those people's names, Liam Robertson and Mike Schneiders. She doesn't think that they would feel like she would be throwing them under the bus. This recommendation was part of the report from when the soil profile was done. So, she did as they instructed and guided her to do and then she found out there was a spot that had been missed. So, she does want to apologize for that piece of this. As this application has progressed, she thinks that she has shown she has attempted to do everything by the book every step of the way since this began last April. She is happy to answer any questions the board may have at this time.

Vice Chair asked if this project started this last April?

Mrs. Amend stated she bought the trailer in December of 2024 and then spoke with Ms. Ritter about placing it and leasing the property in April of last year.

Ms. Ritter stated they had to get the land ready. Then they had to do the permit for the electrical and did everything they were supposed to do to this point.

S. Hornbuckle asked when you pulled the electrical permit, did you tell them you were hooking up to a permanent RV site?

Mrs. Amend stated yes and Every inspected it and did all of the work for us. So, they knew and the camper was parked there the entire time. She also obtained the permit from the County.

S. Hornbuckle asked what she told the County when she pulled the electrical permit?

Mrs. Amend stated she told the County the truth and that the camper had been parked there since May of last year. It wasn't hidden and she's not trying to hide anything. The electrical permit was pulled last Spring or last Summer.

S. Hornbuckle asked if she had contacted the rural water district to make sure they were allowing her to pump off their

water system to fill basically a second residence. If people are going to be in and out of the camper every day of the week, that is basically a second residence, and you would be pumping the rural water from the existing residence.

Mrs. Amend stated she won't have to connect to rural water because she is transporting the water herself from her residence in Douglas County.

Mrs. Amend stated there was a condition written in the staff report that was part of the packet she received in the mail. That condition mentioned hooking up to rural water, which is across the road. She and the previous Planning Director discussed this because he was her point of contact for the last eight months. She told him that she would be willing to hook up to rural water if the special use permit would pass and we would receive the special use permit and that is what it would take to get the permit. They have already invested a lot in this passion project of hers. She would go forward with getting rural water if that is what it takes along with building a fence or a natural barrier on the West side. This would also help some of the neighbors who are upset. She is very flexible and very willing to make it work. She doesn't want to make anyone unhappy.

Vice Chair stated she can see this driveway to the residence on the aerial photo attached to the staff report. How do you get from the driveway to the camper?

Ms. Ritter showed the board the gravel they laid for the drive to the camper. She also stated she was going to move the gate further back on the driveway so no one could drive back to her residence.

Vice Chair asked how many renters they had last year and how long the average stay was?

Mrs. Amend stated they had 13 visitors last year and the average stay was one night. One group stayed for two nights and that was it. She does have all those records if that is of interest to the board. She brought the guest book and the Airbnb stuff if you need it. It was helpful to see what the demographics are and what the real use is. Most people just come for one night to get away and then go back to their life.

Vice Chair stated the camper seems to be located very close to the road.

Mrs. Amend stated yes, the camper is close to the road. The reason for the fence is not only for dust control but also for privacy.

S. Hornbuckle asked is this her first Airbnb project or does she have multiples?

Mrs. Amend stated this is her only project and there are no plans to do anymore or to expand.

Vice Chair asked if she spoke to the neighbors prior to placing the camper?

Mrs. Amend stated yes, she spoke to the neighbors. She went and spoke to Larry Briggs, and she believes he is here tonight, on his back porch in the summer of last year. Her husband and herself wanted and tried to make this project nice and friendly. She told the neighbors back then that if they have any issues to please come to her directly. She hadn't heard anything.

Mrs. Amend stated there are some neighbors present this evening that are in favor of the special use permit. She does think most of the neighbors have figured it out. This wasn't a secret and they have been very friendly and open people. She does believe that the neighbors have talked about what is going on and she has been very forthright and open with the neighbors. The neighbor across the road in Douglas County operates a store. They got together and discussed ways to help each other promote their projects. Her name is Jan Clinton, and she wanted to be here tonight, but she had a family emergency. The guy on the corner sells honey.

B. Livingston stated if this is your first time operating a project like this, he must commend her on her ambitions with the 12-page contract agreement.

Mrs. Amend stated she is a little ambitious, it might even be pathological. But she is a business owner in Lawrence, and

she did this project to distract her from her life, which is very focused on veterinary medicine. She felt like she had lost her creative flow and she loves traveling. She loves Airstreams because they are cool, retro, and fun. She doesn't plan on doing these as a side job because they are very time consuming. It was just one fun thing she needed in her life to feel more balanced.

B. Livingston asked if it ever occurred to her to get a permit?

B. Rodina asked if the previous Planning Director knew about this camper 8 months ago or did he know from the beginning?

Mrs. Amend stated he didn't know about the septic tank however he did know about everything else. She believes it got a little cloudy because she was getting mixed signals. She contacted the people that were on the list that was provided to her by the previous Planning Director to use for the soil profile. That is when she met Mike Schneiders and he came out and did the soil profile and told her what her options were. Then she got a second opinion from his Liam Robertson. When both of them told her that a Presby system out there is physically impossible because of the way the land is laid out and it's not large enough. Since they both told her to do the same thing she just assumed it was the right thing to do.

B. Livingston stated so you understand that Mr. Schneiders and Mr. Robertson are simply consultants to determine whether the soil types on your land would allow a septic tank to be installed in accordance with KDHE and the County Sanitation Code.

Mrs. Amend stated they went and spoke with the previous Planning Director about a month or 2 months ago and he recommended moving forward with the special use permit so we would be in compliance because we had realized it was out of compliance at that point.

Vice Chair asked what did Mr. Schneiders say you needed to have as far as the holding tank?

Mrs. Amend stated they recommended 1,000 gallons and we installed a 1,000-gallon polyethylene septic tank. They also recommended the high-water alarm to be safer and to ensure it didn't become a public health issue. The high-water alarm is installed but it is not hooked up yet because it has barely been used.

B. Livingston stated so you are bringing non-potable water for use in the camper to wash dishes, flush the toilet and showering.

Mrs. Amend stated yes, we are hauling water from our house to the camper for those purposes, but the renters are not supposed to drink it because the Airstream is from 1960 and water from the tap doesn't taste good. She wanted to avoid any problems, and it was advice from the previous Planning Director to make it specific in the manual to not drink the tap water and to drink the bottled water that is provided.

Vice Chair asked how big of an area the visitors have to explore when they come to the property?

Mrs. Amend stated there is a fence on the West boundary line and then you can't cross the creek so that is a natural barrier. It does sort of flow and feels cozy, but it is a pretty defined space by nature. The property does butt up against the creek in the tree line, and it is tucked away in that little spot. There is about a 120 square foot deck on the front of the camper and then a little spot to the side with a fire pit. It is not a place to do a lot of exercising or running around. It is mostly a place to just chill out.

B. Livingston asked Ms. Ritter if her home was also on the property?

Ms. Ritter stated yes, her home is also on the property.

B. Livingston asked where the existing residence is in relation to the camper?

The board discussed where the property owner's residence was in relation to where the camper was located.

Mrs. Amend stated she would also be willing to extend the fence it that made it better for the passing cars.

Vice Chair asked if there is a partial privacy fence there now correct?

Staff stated yes, there is a partial privacy fence in place now. The previous Planning Director did recommend a condition that they extend the privacy fence to the East side of the entrance to screen from the traveling public.

Mrs. Amend stated she thought the condition stated that the fence should head South as well.

D. Rayson asked if there were any facilities to have campfires for smores and those kinds of things?

Mrs. Amend stated yes there is a small fire pit with two seats for campfires.

D. Rayson asked if they have any policy on paying attention to whether there are any burn bans in the County when they are using the fire pit? As somebody who has had 80 acres of hay burned from somebody just making smores in their backyard she would highly advice that whoever sets fire can be held responsible for any damage.

Mrs. Amend stated that it is good piece of advice and she would incorporate that into the policy manual.

B. Livingston asked how does the short-term rental operate during hunting season?

Ms. Ritter stated no one can come onto her property and hunt.

Mrs. Amend stated the short-term rental is seasonal, so it would close in November and not open again until April.

K. Stottlemire asked is there a water hydrant close by in case of a fire?

B. Rodina stated in the conditions it states they would need to obtain a water meter so they would have water there.

B. Livingston asked if there is rural water on the other side of the road, but the existing residence is on a well for water?

Ms. Ritter stated her residence is on well water but there is a rural water line across the road.

B. Livingston asked if they have the ability to tie onto that rural water line?

Mrs. Amend stated they could check with the rural water district to see if they would allow the camper to tie into the rural water line.

S. Hornbuckle stated the board should have had that paper in front of us when that is one of the conditions for approval. Is this located in Douglas #5 or is it in Franklin #5? Some of the rural water is provided by Douglas County #5 and some is provided by Franklin County #5.

Ms. Ritter stated the water would be provided by Douglas County #5.

S. Hornbuckle stated condition #8 of states they would have to obtain a water meter within so many months. The number of months is left blank so the Planning Commission can decide a fair amount of time to allow them to get the water meter.

Vice Chair asked what happens if the rural water district doesn't have a water meter available because they don't have the capabilities of providing the additional water meter?

Mrs. Amend stated she never intended to obtain a water meter and was only going to if the board required it. She has been perfectly fine hauling the water in the way she has been. It is not inconvenient and she feels like it is very sanitary and functional.

B. Livingston stated it is the responsibility of this board to make sure the public is protected. So, someone needs to

determine if a water meter is available.

Ms. Ritter stated the neighbors have rural water.

Vice Chair stated the rural water districts do tests to determine if adding another water meter to an existing water line would affect those customers who are already on that water line. We need to hear from the rural water district as to whether they have the capability of adding another water meter to that water line.

S. Hornbuckle stated that is why he asked if you had talked with your water district about the additional water you are pumping from your house to provide water to the camper and whether that was hindering your neighbors or if the supply could handle that additional water usage you are incurring. He is on another water district board, and we require engineered surveys to make that determination.

Ms. Ritter asked Mrs. Amend how many gallons the tank holds?

Mrs. Amend stated the tank on the camper holds 20 gallons, so she fills it twice a week.

Ms. Ritter asked what if she took the water for the camper tank from her well?

B. Rodina stated one of the conditions for approval of the special use permit does require they get a water meter. If the special use permit is approved, then we would need to determine how soon they need to get that rural water meter.

S. Hornbuckle stated if they don't get the water meter then the special use permit is void.

K. Stottlemire stated if the house is on a water well then why can't the camper be on a well also?

S. Hornbuckle stated this is a commercial site and there are more liabilities if you are commercially selling water basically. You have to guarantee that the water is safe.

J. McMahan stated when she worked for the State of Kansas, a commercial golf course that served food would have to get their water tested for every year. Those results would then have to be published for whatever the test showed.

The Vice Chair closed Applicant Presentation.

Public Comment: The Vice Chair opened Public Comment.

Larry Briggs, 1816 Woodson Rd. stated he has lived there for 75 years, and he is opposed to the special use permit. The applicant did come down to talk to him, and he called her the next day, and he told the applicant that he was against the special use permit. All of this has been put in without having any permits until after the fact. He doesn't want extra people coming into the area and things like that.

Charles Duncan, 862 N. 1 Road, Baldwin City, Kansas, stated he is the only neighbor the applicant didn't talk to about the special use permit. He lives directly across the road on the Douglas County side, and he is opposed to the special use permit. He is concerned about what effect it would have on his property value. He won't know who would be staying in the camper. He was told by Ms. Ritter that it was going to be only for family and friends when they started the process. He then finds it listed on Airbnb, so he knows it isn't only for family and friends. He had been misled and had not talked to them about what they were proposing. He was never asked about the camper, and he is opposed to it because he doesn't know what it is going to do to his property value and he won't know who his neighbor is going to be now. If something should come up missing, where does he go?

Debbie Holloway, 1936 Woodson Road, stated she is aware of the camper the applicant has down on her property and she has no problem with it. The camper is pretty much out of site, and you don't even know it is there unless you are looking for it. There is a property across the road that runs a small country store that sells home raised beef, pork and stuff and nobody has a problem with that business. There is also a neighbor down the road somewhere that has an ultralight go-kart

flying machine and nobody has problems with him having that machine. Personally, she would rather have the camper there than the neighbor who shoots other people's dogs that walk onto his property.

Robin Goff, 1542 Woodson Road, stated she has a special use permit to operate the Light Center which is a campground that is under a religious umbrella, similar to a church campground. They have been offering Airbnb lodging for years with no problems with any of the guests. The guests don't tend to be people who come around to disrupt things. The campground operates under the Unity Worldwide Ministries umbrella for an 501c3 business, which was approved by a special use permit from the County.

B. Livingston asked do you advertise your rentals on Airbnb to the public?

Ms. Goff stated yes, they do advertise their campground on Airbnb.

Vice Chair asked what kind of facilities do you offer at your campground through Airbnb?

Ms. Goff stated they offer camping, yurts and two (2) private bedrooms and a barn for rent on Airbnb. This is what is happening in the world today, people traveling and doing Airbnb's.

The Vice Chair closed Public Comment.

Board Discussion. The Vice Chair opened Board Discussion.

S. Hornbuckle stated the special use permit is only on this very small piece of ground, not the entire property.

J. McMahan stated it says the special use permit would only be on approximately 1-1/2 acres.

S. Hornbuckle stated if this camper was in an actual campground, then the camper would have to be moved every 15 days. This application is for a campground that would allow them to move a bunch of trailers in and permanently park there. Is this setting a precedent that would allow a campground to operate like this? In most campgrounds you bring your camper to the site and when you leave you take the camper with you unless you build a cabin or something similar on a fixed surface. Campers aren't provided in most campgrounds.

B. Livingston stated he knows of some residents that have got in trouble for living in a camper past the one year they are allowed while building a new residence.

Staff stated if a property owner requests to live in a camper, it is with the approval of a temporary use permit with an active building permit stating they are building a permanent residence. Otherwise, we don't allow campers for residences in the county.

B. Livingston stated the property owners have been granted a period of time they are allowed to live in the camper while they construct the new residence with a temporary use permit.

Staff stated the property owner does sign an affidavit that states that within so many days of receiving the certificate of occupancy they will cease to use the camper as a residence

B. Livingston stated he is not trying to stand in the way of the idea; however, this would be different if it was just a camper hook-up. If people were allowed to bring their camper trailer to the site and connect it and then leave. What is being proposed is basically a residence that is being rented on a temporary basis.

S. Hornbuckle asked what would prevent anyone else from stating they want to have a campsite and set a permanent camper up and live in it. Are we opening a can of worms when there are specific rules that state you can't live in a camper? The zoning district allows campgrounds, but this is for a single campsite. He is concerned with what allowing this special use permit would open up for breaking the rules to allow others.

D. Rayson stated there is a highlighted section in the staff report that states for outdoor concerts, music festivals, rodeo/roping events conducted for a period of more than two days at one event or more than six times during any calendar year. Does that mean that the campsite could only be rented out six times in a calendar year?

Staff stated that if you are going to hold any of those concerts, music festivals or events for more than two days or six months during the year, then you have to get a special use permit. Otherwise, you can hold those festivals or events with a temporary use permit.

S. Hornbuckle asked if approving this special use permit would grant them the right to hold a music festival out there?

Staff stated the special use permit is not for a music festival. The special use permit being requested is for a single short-term campsite with the holding tank. That is a list of activities that are permitted in the A-2 District with the approval of a special use permit.

N. Boyd stated if the activities listed were to exceed those allowed days, then it would require a special use permit. Since they are requesting to operate a campground, or campsite, that is why the special use permit request is before you this evening.

B. Livingston stated his main concern, which goes back to what S. Hornbuckle stated earlier, is a special use permit is for such uses as a seasonal cabin. What is being proposed is not a seasonal cabin because it is not a permanent structure. It also states a special use permit for camping facilities, which he would say would be either a permanent structure or a camper someone brings to the site. He agrees with the concerns S. Hornbuckle's stated earlier. He owns two rural properties across the road from his residence that has a 200-amp service and water meters already in place because they previously had trailer houses located there. There is also an existing septic system that complies with the County Sanitation Code on one of the properties. He removed the trailer houses and so, if this is approved, he could put campers out there and lease them if he wanted to.

B. Rodina stated he had seen two properties in Franklin County that they were not lived in full time, but they were owned by someone else. One had a shop with a bathroom in it, and they had a camper parked beside it that was tied into the septic system. The family would come down on the weekends and would stay there.

B. Livingston stated they weren't living in the camper legally though.

S. Hornbuckle stated if this special use permit is approved then it would allow everyone to come in and get approval for a special use permit and then we would have these types of Airbnb's popping up all over the County. The County doesn't allow campers as residences and if they get a special use permit then they could reside in that camper all the time. Now anybody in the world wouldn't have to have any kind of permanent hold-down on the campers. Approving this special use permit would open up a can of worms that anybody can do this anywhere, anytime because if this one is approved and don't approve the next one, now we are discriminating against the next homeowner, and our rules specifically say no living in a camper. He is all for campgrounds and he likes this idea, but he is thinking of the repercussions if it is approved and what could happen.

B. Rodina asked if a condition could be placed that no one person could stay there for more than seven days at a time?

B. Livingston stated campers are brought into campgrounds and not there on a permanent basis.

B. Rodina stated if someone was to stay at campsite like this, if a condition is added that the campsite can't be rented for more than seven days a month by one person. That way no one would be living in the camper full time.

S. Hornbuckle stated in almost every campground you have to move a camper every 15 days regardless.

B. Rodina stated there are people who live in campers at Homewood RV Park full time.

Vice Chair stated that Homewood probably has a storm shelter and shower.

Staff stated that the Homewood Park was in place prior to the County adopting the regulations requiring storm shelters.

S. Hornbuckle stated that storm shelters are required in Mobile Home Parks, not campgrounds. He thinks this request needs to be treated more as a house and at least have a water meter.

B. Livingston stated it could be set up specifically as a campsite where people can bring in their campers, which would be allowed in our regulations.

J. McMahan stated they would be bringing their campers to someone else's property rather than having one that is stationary. She doesn't see much difference between what they are asking in this special use permit than the one for the cabin outside Pomona a little over a year ago. The school built the cabin and then someone purchased the cabin and found out about all of the permitting required because he called it a hunting lodge.

S. Hornbuckle stated that was a permanent structure on piers and bolted down. They took some retroactive steps to make that structure more secure.

B. Livingston asked do we know if there are footings under the camper?

N. Boyd stated he does not know if there are any footings under the camper. The last time he was onsite was for the electrical and he didn't pay attention to the camper. The applicant might be able to answer that question.

B. Livingston stated his primary concern would be water. There should be a source of fresh water.

S. Hornbuckle stated he thinks it should be secured. This would keep the fly by nights from coming in. The applicant would have to spend some money to secure or bolt the camper down to make it able to withstand a certain amount of wind. This would prevent these types of sites from popping up everywhere. If we require the campers to be tied down, then people can't just pull a camper in and set it on a gravel pad and come in to get a special use permit.

B. Rodina stated if the camper were to be somebody's primary residence and actually living in it that would scare him.

B. Livingston stated part of the obligation of the board is to protect people's property and property values.

B. Rodina stated he likes that it is a short-term rental but how do you define what is considered a short-term rental. Would a short-term rental be one day, one week, one month or one year?

S. Hornbuckle stated if they were to put some hold downs in to secure the camper and make everybody go through extra work, this would prevent the pop ups. If we require them to have a water meter, which is part of the special use permit, and the camper has to be held down. If we require a special use permit with these conditions, it will prevent people from moving campers onto property and putting hay bales in and then coming before us to request a temporary campsite. We can't deny others if we have already accepted one without these requirements because it would be discrimination. Conditions need to be in place to prevent people from placing campers on property. It would be hard to fight these campers without spending a lot of money in the court system. Once you allow this, if there's any little loophole they can get through, it would be hard to stop them.

Vice Chair asked if the application could be tabled to allow the applicant time to find out if a rural water meter is available?

Staff stated the Planning Commission could continue the application to another meeting.

Vice Chair stated the issue of rural water hasn't been answered.

Staff asked if this is the only water meter, and they're only providing water to this camper, do you think the rural water district would install a meter at a residential rate or would it be considered a commercial rate since there's a second residence, but it's not connected to that meter?

S. Hornbuckle stated his rural water district is one of the few that just finished establishing commercial rates. Most rural water districts don't have commercial rate differences. His rural water district just started assessing commercial rates because of all the businesses coming into town and they want to protect the rest of the patrons. This is something the applicant needs to ask rural water district 5. Continuing the application would be best to allow the applicant the opportunity to talk with rural water district 5 to see what they would actually do. If they decide to charge it at a commercial rate, then that would make this almost unprofitable to do. If they got the approval of a residential water meter, it would help him make his decision this evening.

Vice Chair stated if there is a fire and they have a post with a hydrant that would give them a lot more water to get the fire out rather than just using a fire extinguisher.

S. Hornbuckle stated a standard camper only pumps like 2 gallons a minute and it only has a 20-gallon tank.

B. Livingston stated if we have the applicant go to the water district and then they come back with approval of a water meter, are we then going to approve the special use permit? For him there are deeper issues here such as holding down the camper should be done also. There is also the issue of a holding tank in the ground that was never permitted. He finds it hard to believe that they called out a soils expert to test the soil but didn't think about getting a permit or getting with the county?

S. Hornbuckle stated there are very few holding tanks in the county.

B. Rodina stated that condition number six states that the holding tank is to be inspected by Franklin County. If the soil expert stated they needed to do a holding tank because a regular system won't work with your soils, he can understand where they thought they could install the holding tank.

B. Livingston stated he is assuming a contractor installed the holding tank, can we get the name of the contractor that installed the holding tank? He would like to know if the installer was on the list of licensed installers to actually install the holding tank. If they were on the list of licensed installers, they would know a permit is required to do the work.

Mrs. Amend stated the person that installed the holding tank is no longer working in Franklin County and was licensed at the time of installation.

Staff stated since the county didn't know the holding tank was installed until after it was complete and covered, we won't know who installed it.

S. Hornbuckle stated years ago a previous sanitarian lost some records and when they found out that he had installed a system, and they couldn't find the paperwork, he thought it was already all approved. When they realized the records were lost, the system was already in the ground, he had to get the system reinspected, but they didn't make him tear it up. They came out and checked the setbacks and that the system was working and issued the certificate of completion. Accidents do happen.

B. Rodina asked who Leon was, that the applicant mentioned earlier?

S. Hornbuckle stated Leon works for another company that does soil profiles.

B. Rodina stated the county does require two residences on one water meter when it qualifies as an ADU.

S. Hornbuckle stated since the applicant never approached the water district, we don't know what their rules are for two residences on one water meter. If there are two houses connected by a breeze way or something like that the water district can't say anything, however if it is two separate houses then it is up to the water district discretion at that point. Same goes for KCP&L to approve a separate electrical meter or connect two residences to one meter.

K. Stottlemire stated he would say continue the application to the next meeting to get information on the water meter and an inspection of the holding tank.

B. Rodina stated the inspection of the holding tank can be done after approval of the special use permit because it is listed as one of the conditions for approval.

S. Hornbuckle stated the only item that isn't in the conditions is a hold down to make is safer. Whether it requires a concrete footing or whatever for hold downs. Just because there is concrete footing, is that just from tires sitting there with some jacks? The board was very concerned with safety when it came to the mobile home parks requiring storm shelters, that have permanent living. The storms don't happen in the off season, they will be happening when people are staying there.

K. Stottlemire asked if there is a certain type of insurance they are required to have?

Staff stated the applicant has insurance on the camper.

B. Rodina stated he would like to know the definition of what determines a short-term rental.

Staff stated currently the county has no adopted regulations on short-term rentals. The county does not have a definition of what a short-term rental is in our regulations. We could attempt to find that definition for the board.

Vice Chair stated there are questions on the water meter, some sort of tied downs to secure the camper to the ground and the holding tank inspected that need to be addressed by the applicant. We also need the definition of short-term rental provided to us by staff. Is there anything else the board wants to know? Are we comfortable with the entire situation?

B. Livingston stated the neighbors have a valid point on property value and not knowing who is staying there. Honestly, in the summer in Franklin County, and if somebody put this right across from his property, it is going to affect people's property values. If he was looking to buy a property across the road and saw a permanent Airstream sitting out there that was being used as an Airbnb his decision would obviously be affected by that. It is part of our responsibility as a board to take that into consideration when making our recommendation.

S. Hornbuckle stated as far as land value, he doesn't think that one Airbnb would have that much of an effect on land values.

B. Livingston stated he can tell you right now that if he showed up next month requesting a special use permit for a couple of campers to use for Airbnb's, this room would be full of people. Everybody within 1,000 feet of wherever he wanted to place them, they would show up. They would be talking about transient people in and out of those campers.

S. Hornbuckle stated how do we limit this type of business because we don't want to shut it down because Franklin County is going to be a steppingstone from Douglas County and Johnson County. These short-term rentals are big and there is nothing in our regulations now and it is something that we need to address when we update our Comprehensive Plan. We need to make sure these short-term rentals are addressed in our regulations.

B. Livingston stated he does agree that short term rentals need to be addressed in our regulations, However, this is for a portable camper that is being utilized as a fixed residence.

B. Rodina stated this is also a vintage camper that is different and unique.

B. Livingston stated yes but it is a portable camper that is not intended for daily routine use in a permanently installed location.

B. Rodina stated it is permanently there, but it is not intended for daily use. They usually have no water, and no electricity so can't be utilized for daily use.

S. Hornbuckle stated but this camper is set up for that because it does have water and electricity.

B. Livingston stated he is not knocking short-term rental things because he has thought about it himself because he has a lot of timber land and thought he might build a nice short-term rental. If this was a cottage or some sort of actual structure

that falls within our guidelines. What are the setbacks and how far is this camper from the property lines? You can't go and put a structure within so many feet of the property lines or from the road and public right-of-way. They have ignored all our permitting process. What happened to all the setback requirements and other conditions that the county would require if we were to build a log cabin or any other kind of structure. This is a portable camper on a single campsite, so people come and go, does that mean there is a difference in what is required?

S. Hornbuckle stated the portable camper is what he has a problem with. This needs to be more of a fixed unit.

B. Livingston asked if the county allows mobile homes?

S. Hornbuckle stated the county does allow mobile homes, if built after a certain year, must have a pitched roof and a permanent foundation. The permanent foundation can be concrete runners with jacks.

B. Livingston stated there is an entire set of building codes to bring mobile homes or manufactured homes into the county to ensure they are properly installed and maintained to adhere to the quality and safety of the public. The special use permit should also be requesting permission to have the camper located closer to the road because it looks like it doesn't meet the setbacks from the road.

S. Hornbuckle stated the setbacks for a residence is 25 feet from the side and rear property lines and 50 feet from the road. The camper does meet the setbacks from the road.

B. Livingston asked did the applicant receive a permit for the deck? It must have electrical power because there are lights on it.

N. Boyd stated the deck was not permitted. Typically, if it is a freestanding deck, it meets height requirements and under 200 square feet it does not require a permit if it is not attached to a structure.

B. Livingston stated there are two options for a motion. We can recommend denial or if majority wants it can be continued and ask them to go the rural water district and come back and tell us they have the ability to obtain a water meter and have the holding tank inspected by the county. Right now, he would say he would recommend denial and if they want to resubmit later, they can go back through the process and bring it back.

S. Hornbuckle stated the applicant would not be able to reapply for a year if the special use permit is denied. What if we have an engineer sign off up-lifts? He is attempting to prevent these from popping up all over the county, because a lot of people would not want to go to all this work.

Vice Chair asked if we know they can get a water meter and get the camper tied down would the board recommend approval?

S. Hornbuckle stated the tie downs should be approved by an engineer.

B. Rodina stated we could recommend approval if they meet the conditions of getting a water meter and having the holding tank inspected. If they can't get a water meter, then they no longer qualify for their special use permit. Then we can add a condition requiring the camper to be tied down. His concern is the definition of a short-term rental.

B. Livingston stated the board can set a condition that defines how many months out of the year they can operate the short-term rental. If they operate outside of those months, then the special use permit can be brought back for revocation or modification.

Vice Chair stated according to Google a short-term rental is a furnished residence, dwelling, house, apartment or room rented out for a brief temporary period, typically defined as less than 30 consecutive days in many jurisdictions often facilitated through platforms like Airbnb or VRBO.

D. Rayson stated you are not going to be able to hire an engineer to certify tie downs on an Airstream. Maybe for \$15,000 for their time.

K. Stottlemire stated you can get a foundation engineer to inspect them fairly cheap.

D. Rayson stated there are commercially available systems that have been designed to hold down things like that.

S. Hornbuckle stated if they are commercially designed then their paperwork would say they have been approved by an engineer.

D. Rayson stated when someone makes the motion you need to word it so the applicant can use something that is already a manufactured component designed for that purpose. The applicant doesn't need to hire Black and Veatch to send six engineers out and specify what kind of steel and how deep they need to be. This is a touchy application that could open an entire can of worms. She thinks it is a wonderful idea because she grew up camping all the time. She disagrees with whether the camper stays there or goes. She doesn't care who owns the camper. If someone wants to have a campground and wants to provide five or six campers to be rented, she thinks it would be fine if we can figure out a way to regulate it. It makes no difference to her if the camper is owned by the individual who brings it in behind their car or by the campground.

B. Rodina stated you can tell people they need to move the camper every 15 days or it can't be rented for more than 15 days at a time as a short-term rental.

D. Rayson stated either the occupant has to leave or the camper has to leave.

S. Hornbuckle stated the county regulations state no living in campers. whether it's living short term or living long term. He thought living is where you put your head down, fall asleep, that's living. If we don't allow our normal citizens who pay property taxes here and live here and we don't allow them to do it on their own ground, but we are considering allowing a business to come in here after we just made the mobile home park have to put in a storm shelter to protect people staying there. Most campgrounds do have an escape route for a basement. We had the same issue with the previous lady that had the yurts. She actually has a place in their house when there are storms. They have designated a place for the campers to go if there is a storm coming for safety. Is this a rule we are going to make everyone to follow or only some people?

K. Stottlemire stated if we are going to uphold the regulations that are in place now, he would have to agree that it is not a permanent residence. If we don't allow private citizens to live in campers on their own property he doesn't think we need to allow it as a short-term rental.

D. Rayson asked if there was something in the building code addressing this? Do any of our building codes cover any of this?

N. Boyd stated the ICC doesn't deal with anything like mobile homes or even single wide trailers that can be moved or pulled out.

B. Livingston stated it sucks that the applicant went this far but the reality is we can't set a precedent and the rules are the rules, and we can't make an exception in this case.

D. Rayson asked what kind of regulations the campgrounds at Pomona Lake and Hillsdale Lake have?

S. Hornbuckle stated you can't stay longer than 15 days unless you move from site to site.

B. Rodina stated he has people living at his campground full-time in the City of Williamsburg. He went and talked with the city before he bought the property because it was on property in Williamsburg. It was an old trailer park and had two trailer houses in it and four RV spots. He asked if he bought the property, would there be an issue with pulling RVs on and renting them. The city said it has been a good thing, and they had no issues with it as long as he keeps it up and the RVs look nicer than the trailer houses. This is governed by the City of Williamsburg. The one in Iola had no issues with people and they were full-time tenants. Most of the people lived there either month to month or weekly but there were very few day renters.

S. Hornbuckle stated another question is if it is a business, it must be handicap accessible. Once you are handicapped accessible you have to have a hard surface and ramps.

D. Rayson stated handicap accessibility is based on occupancy numbers.

S. Hornbuckle stated not handicapped accessibility. He thought you had to make everything accessible to the handicapped if it is a business. Or there could be other means of letting them in such as having somebody park the car or other means besides saying you can't stay here because you are handicapped. He thought any place had to be open to disabilities if it was a commercial site. Like if you have somebody park a car, if you have some other means besides just saying, oh, you can't stay here because you're handicapped.

D. Rayson stated you don't ever have to have every single unit be handicapped accessible. If you're building an apartment house that has 20 apartments, a certain percentage of them must be handicap accessible. But you can build your own house and it's not going to be kept accessible.

The Vice Chair closed Board Discussion.

The Vice Chair asked for a motion. B. Livingston made a motion to recommend denial of application #2601-0012 for Special Use Permit for the operation of a Private Campsite Facility in an A-2 (Transitional Agriculture) Zone and for the use of a holding tank for sanitation purposes as described by Vice Chair and based on the Findings that it would have negative impacts on the surrounding neighborhood, that it would detrimentally affect nearby property values, that the use is not compatible with or sensitive to the surrounding neighborhood, does not have proof of a potable on site water supply and did not have permits or an inspection for the holding tank that is already installed. The motion was seconded by K. Harris. The Vice Chair called for roll call vote.

Reed	Excused	Livingston	Yes		
Rodina	No	Harris	Yes	Stottlemire	Yes
Hornbuckle	Yes	Rayson	No	McMahan	No

Motion carried 4-3.



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

Resolution 26-

**A RESOLUTION APPROVING SPECIAL USE PERMIT APPLICATION #2601-0012
(AMEND) TO ALLOW FOR THE OPERATION OF A SINGLE SHORT TERM RENTAL
CAMPSITE WITH A HOLDING TANK IN AN A-2, TRANSITIONAL AGRICULTURE
ZONING DISTRICT**

WHEREAS Franklin County, Kansas is a county municipal government, organized pursuant to K.S.A. 19101; and

WHEREAS The Franklin County Board of County Commissioners did adopt Resolution # 23-91 creating the Franklin County Planning Commission as provided in K.S.A. 12-744; and

WHEREAS the Franklin County Planning Commission did publish notice on January 28, 2026, that public hearing would be held to consider Special Use Permit application #2601-0012 (Amend) as required by K.S.A. 12757 and Article 23, Section 23-5.02 of the Franklin County Zoning Regulations; and

WHEREAS the Planning Commission did on February 18, 2026, hold a public hearing for the consideration of Special Use Permit application #2601-0012 (Amend) to allow for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District; and

WHEREAS the Franklin County Board of County Commissioners did adopt Zoning Regulations on August 14th, 2002, which included Article 23, Section 23-1 through 23-5 setting out the procedures and basis for review in considering a Special Use Permit including the following criteria:

- a. Whether the use is in compliance with, and would further enhance the implementation of, the adopted Comprehensive Plan.
- b. Whether the use complies with the purpose and intent of the adopted Zoning Regulations.
- c. Whether the use complies with other adopted standards of the County.
- d. Whether the use fits the character of the neighborhood
- e. Whether the use would be unduly detrimental to surrounding properties and uses.
- f. The suitability of the subject property for the proposed use.
- g. Approval of mitigation measures to minimize impacts to surrounding properties or services; and

WHEREAS, the Planning Commission, after due consideration of the criteria set forth in Article 23, Section 23-5.04 of the County Zoning Regulations, the relative factors of the Supreme Court case of *Golden vs. City of Overland Park*, together with all written reports and public testimony, the Planning Commission, by majority of its membership present did find the following:

1. That the Special Use Permit would unduly affect the character of the surrounding community.
2. That the Special Use Permit would impact property values of the surrounding properties.

3. That the Special Use Permit would not be compatible with or sensitive to the surrounding neighborhood.

NOW, THEREFORE, Be It Resolved, that the Franklin County Board of County Commissioners does hereby approve Special Use Permit Application #2601-0012 (Amend) as follows:

Section 1: Special Use Permit #2601-0012 (Amend) is granted for the following described property:

The East 560 feet of the West ½ of the NE ¼ of Sec. 19, Twp. 15, Rng. 19, Franklin County Kansas. Subject to any zoning laws, covenants, restrictions or easement of record. Commonly known as 1840 Woodson Rd., Baldwin, Kansas.

Section 2: The Special Use Permit for the real property described above shall be authorized for the operation of a single short-term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District pursuant to the Franklin County Zoning Regulations and subject to the following conditions:

1. The Special Use Permit is granted for the operation of one (1) short term rental campsite facility. Any additional uses, increases or expansions will require approval of an amended Special Use Permit.
2. Except as amended by these conditions, the short-term rental campsite shall be conducted in accordance with the applicant's Business Plan and Soulful Stops House Manual, attached as Exhibit.
3. The existing gravel driveway and parking spot shall be maintained in a weed free condition.
4. The applicant shall complete the privacy fence to the East side of the entrance to screen from the traveling public.
5. That the applicant shall obtain appropriate building permits for any new construction and/or services, i.e. electrical, plumbing, etc., and all new construction or installation of services shall comply with the appropriate code/s adopted by Franklin County Kansas.
6. The holding tank shall be inspected by the Franklin County Sanitarian prior to use of the short-term rental campsite.
7. That the on-site sanitation facility shall be maintained at all times to include pumping the tank every two (2) months or when the alarm goes off, whichever is sooner.
8. The applicant shall obtain a meter for the Airstream trailer from the rural water district within -- months of approval of this special use permit.
9. Any sign(s) used in conjunction with this Special Use Permit shall conform to Article 22 of the Franklin County Zoning Regulations.
10. That the Special Use Permit shall be null and void by operation of law if the Special Use Permit has not been initiated and utilized by commencing the activity or use at the specified site in said permit within one (1) year of the date of approval.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 18th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this 18th day of March 2026.

Janet Paddock
County Clerk



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

Resolution 26-

**A RESOLUTION DENYING SPECIAL USE PERMIT APPLICATION #2601-0012 (AMEND)
TO ALLOW FOR THE OPERATION OF A SINGLE SHORT TERM RENTAL CAMPSITE
WITH A HOLDING TANK IN AN A-2, TRANSITIONAL AGRICULTURE ZONING
DISTRICT**

WHEREAS Franklin County, Kansas is a county municipal government, organized pursuant to K.S.A. 19101; and

WHEREAS The Franklin County Board of County Commissioners did adopt Resolution # 23-91 creating the Franklin County Planning Commission as provided in K.S.A. 12-744; and

WHEREAS the Franklin County Planning Commission did publish notice on January 28, 2026, that public hearing would be held to consider Special Use Permit application #2601-0012 (Amend) as required by K.S.A. 12757 and Article 23, Section 23-5.02 of the Franklin County Zoning Regulations; and

Whereas the Planning Commission did on February 18, 2026, hold a public hearing for the consideration of Special Use Permit application #2601-0012 (Amend) to allow for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District; and

WHEREAS the Franklin County Board of County Commissioners did adopt Zoning Regulations on August 14th, 2002 which included Article 23, Section 23-1 through 23-5 setting out the procedures and basis for review in considering a Special Use Permit including the following criteria:

WHEREAS the Planning Commission, after reviewing and considering all reports and testimonies did, by a majority vote of those present, recommend denial of said Special Use Permit Application based on certain findings; 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 Special Use Permit Application finds:

1. That the Special Use Permit is not consistent with the County Zoning Regulations.
2. The Special Use Permit could overburden the County roads and other public services.
3. The Special Use Permit will unduly affect the character of the surrounding community.
4. The Special Use Permit could unduly impact property values of surrounding properties.

NOW, THEREFORE, Be It Resolved, that the Franklin County Board of County Commissioners does hereby deny Special Use Permit application #2601-0012 (Amend) to allow for the operation of a single short term rental campsite with a holding tank in an A-2, Transitional Agriculture Zoning District.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 18th day of March 2026. This action shall become effective upon publication in the official county newspaper.

Sabrina Meador
Chair

Received and recorded this the 18th day of March 2026.

Janet Paddock
County Clerk