

Town of Franklin Council
Agenda
March 2, 2026
6:00 p.m.

1. **Call to Order**- Mayor Stacy Guffey
2. **Pledge of Allegiance**- Vice-Mayor Mike Lewis
3. **Adoption of the March 2, 2026 Town Council Agenda** - Town Council
4. **Approval of the Consent Agenda for March 2, 2026** - Town Council
 - A.) Approval of Minutes of February 9, 2026 special called meeting
 - B.) Budget Amendments
 - C.) Tax Releases and Refunds
5. **Recognition/Presentations**
 - A.) Recognition of Denton Higdon for his years of service on the Town of Franklin Planning Board – presented by Town Planner Justin Setser
 - B.) Vecinos, Inc. Update – Marianne Martinez, Chief Executive Officer
 - C.) Main Street Visioning Plan – Allison Smith, NC Department of Commerce
 - Approval of Memorandum of Understanding and Resolution from Town Council
6. **Public Session**
7. **Items from Council**
 - A.) Request approval of Resolution designating Main Street as Uptown and establishing the areas of Downtown East and Downtown West Franklin for Official and Promotional Use – Vice-Mayor Mike Lewis
8. **New Business**
 - A.) Request approval of Ordinance Ordering the Town Code Enforcement Officer to cause the dwelling located at 547 Womack Street to be vacated and closed, and demolished – Town Attorney John Henning, Jr.
 - B.) Request approval of contract for purchase of Fire Attack Apparatus Tanker – Town Manager Amie Owens and Interim Fire Chief Justin Setser
 - C.) Request approval of scope of service for Main Street Redesign – Town Manager Amie Owens

9. Departmental Updates – Public Works

- A.) Human Resources – Nicole Bradley, Human Resources Director
- B.) Tax Collections/Events – Sabrina Scruggs, Tax Collector/Events Coordinator
- C.) Fire Department – Interim Fire Chief Justin Setser

10. Announcements

- A.) Next Town Council Meeting is Monday, April 6, 2026
- B.) Special Called Meeting – Budget Discussion – Monday, April 20, 2026 at 6:00 p.m. in Town Hall Board Room – notice will be posted

11. Adjourn



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 4-A

Department/Agency: Town Council

Subject Matter: Approval of Minutes

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Request review and approval of the February 9, 2026 meeting minutes.

Suggested Motion: If favorable – approve the minutes as presented.

Attachments: Yes X No ___

Action Taken: _____

**MINUTES OF THE TOWN OF FRANKLIN TOWN COUNCIL
REGULAR MEETING
FEBRUARY 9, 2026**

THE FRANKLIN TOWN COUNCIL held a regular meeting on Monday, February 9, 2026, at 6:00 p.m. in the Town Hall Board Room located at 95 East Main Street Franklin, NC.

1. CALL TO ORDER

Mayor Stacy Guffey called the meeting to order at 6:00 p.m. with the following members present: Vice Mayor Mike Lewis, Council Members: Joe Collins, Travis Higdon, Rita Salain, Robbie Tompa, and Jeff Berry.

Mayor Guffey noted that February 10th marks the Town of Franklin's 171st anniversary since its incorporation.

Mayor Guffey recognized Tourism Development Authority (TDA) members in attendance and congratulated Town Manager Amie Owens for receiving the Duke Energy Citizenship Award at a recent chamber of commerce banquet. He also thanked those who assisted during the Town's recent cybersecurity issues, including the North Carolina Joint Cybersecurity Task Force, Macon County IT Department, and specifically Justin Setser, who serves multiple roles including IT Director, Planning Director, and now interim Fire Chief. Justin was presented with a card and gift in recognition of his extraordinary service during the crisis.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Mike Lewis.

3. ADOPTION OF THE FEBRUARY 9, 2026 TOWN COUNCIL AGENDA

Council Member Rita Salain made a motion, seconded by Vice Mayor Mike Lewis to approve the Town Council Agenda for February 9, 2026 as presented. The motion carried unanimously. Vote: 6 – 0.

4. APPROVAL OF THE CONSENT AGENDA FOR FEBRUARY 9, 2026

- A.) Approval of the January 5, 2026 Regular Town Council Meeting Minutes
- B.) Budget Amendments
- C.) Request Rights to Advertise Delinquent Taxes for 2025

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to approve the consent agenda for February 9, 2026 meeting as presented. The motion carried unanimously. Vote: 6 – 0.

5. PRESENTATION

- A.) Marketing Update for Tourism Development Authority – Morgan Stewart and Devon Dupuis, Stewart Communications and TDA Chair Tim Crabtree
Tim Crabtree, Chair of the Tourism Development Authority, introduced Morgan Stewart and Devon Dupuis from Stewart Communications, who have been handling marketing for Franklin's TDA for over a year. Morgan Stewart presented a comprehensive overview of their marketing efforts for the Town. He explained that extensive research was conducted to understand who visits Franklin, why they come, and how to effectively market to them. The research showed visitors primarily come for the mountains,

waterfalls, hiking experiences, and Franklin's authentic character. About 50% of visitors are from Florida, with the rest coming from throughout the Southeast.

Stewart detailed their marketing strategy, which included:

- Creating relationships with stakeholders (retailers, restaurants, hotels) through meetings and gathering input
- Conducting visitor surveys during events like July 4th celebrations
- Building partnerships with regional tourism organizations like Visit Smokies
- Responding proactively to Hurricane Helene's impact by producing videos showing open businesses
- Developing comprehensive digital marketing through website, social media, and visual assets

Marketing results were impressive, with 5.69 million people reached through Facebook, 15,000 monthly website visits, and two billboards generating 4.8 million views annually. Stewart noted that for a budget of approximately \$45,000, they've reached about 10% of the Super Bowl viewership at a fraction of the cost.

Mr. Stewart highlighted that occupancy tax collection was the second highest year on record, with 25% year-over-year increases in both August and November. He also outlined 2026 goals including creating a print visitor guide, doubling Facebook followers and email subscribers, emphasizing Franklin's affordability and authenticity, and enhancing the website to allow visitors to curate their experiences.

During Town Council discussion, relationships with the TDC (Tourism Development Commission) were discussed, with Councilwoman Salain asking about coordination between the organizations. TDA Chair Tim Crabtree mentioned they were also working on beautification projects and events using the portion of their funding designated for infrastructure improvements. Mayor Guffey emphasized that environmental preservation and conservation are economic issues in a tourism-dependent area like Franklin, and Mr. Stewart added that the recent decision to return the Noquisiyi Mound to the Eastern Band of Cherokee Indians has generated positive national media coverage.

6. PUBLIC SESSION

Non signed up for public comment.

7. ITEMS FROM COUNCIL

Council Member Robbie Tompa recognized the work of the TDA and noted the improving relationships between TDA, TDC, and the Chamber. He mentioned attending a recent meeting of the Franklin Downtown Merchants Association and commended their efforts to improve the downtown area.

Council Member Rita Salain expressed gratitude for the \$4 million grant received for the Clearwell project at the Water Treatment Plant. She also requested removal of the newspaper/publication box structure at the end of Main Street, noting that most boxes are empty and the structure collects trash. She stated she spoke with Janet Greene, building owner, and the box structure does not belong to her.

Town Attorney John Henning Jr. explained the structure was created to centralize newspaper and publication distribution rather than having boxes scattered throughout downtown, but acknowledged it may no longer be serving its intended purpose.

8. PUBLIC HEARING

- A.) Public Hearing beginning at 6:05 p.m. or as closely thereafter to receive public input on a proposed lease of Town-owned property located at 95 E. Main Street for the purpose of an outdoor dining area – Amie Owens, Town Manager

Mayor Guffey opened the Public Hearing at 6:37 p.m.

Town Manager Amie Owens explained that JR Chop House (formerly Root and Barrel Kitchen) was seeking to lease a 15' x 40' portion of town-owned property for outdoor dining. The lease would mirror a previous agreement, including a \$300 annual escalator. The business owners were not present but were supportive of proceeding with the presentation as discussed.

No members of the public signed up to speak on this item.

Mayor Guffey closed the Public Hearing at 6:39 p.m.

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to approve the lease of Town-owned property located at 95 E. Main Street for the purpose of outdoor dining, as presented. The motion carried unanimously. Vote: 6 – 0.

9. NEW BUSINESS

- A.) Request formal approval of Town Council to waive all late fees for January and February 2026 utility billing due to system failure – Sarah Bishop, Finance Director

Finance Director Sarah Bishop explained that the Town experienced a system outage from January 14 through early February, which affected residents' ability to pay their utility bills. She requested Town Council formally approve waiving late fees for January and February 2026 bills due to this situation, noting that the system is now restored and March billing should proceed normally.

Council Member Joe Collins made a motion, seconded by Vice Mayor Mike Lewis to approve the waving all late fees for January and February 2026 utility billing, as presented. The motion carried unanimously. Vote: 6 – 0.

- B.) Requested approval of Street Closures – Amie Owens, Town Manager

1. Use of the Town Hall Parking Lot for the Macon County Farmers Market from May 1 through November 30 from 7:00 a.m. until 4:00 p.m. - excluding days when there are town events scheduled in the same area
2. lotla Street on the 2nd and 4th Saturdays from 4:00 p.m. until 9:00 p.m. of each month May through October 10 to hold Pickin' on the Square
3. lotla Street on Friday, May 15 from 11:30 a.m. until 1:00 p.m. for Law Enforcement Memorial Day Observance
4. lotla Street on Friday, September 11 from 8:30 am until 9:00 a.m. for 9/11 Remembrance

5. Iotla Street on Thursday, September 17 from 5:30 p.m. until 8:00 p.m. for Constitution Day Celebration
6. Iotla Street on Tuesday, October 13 from 11:30 a.m. until 1:00 p.m. for Fire Fighters Memorial Observation

Vice Mayor Mike Lewis made a motion, seconded by Council Member Joe Collins to approve all the Street Closures, as presented. The motion carried unanimously. Vote: 6 – 0.

10. DEPARTMENTAL UPDATES

- A.) Public Works – Bill Deal, Public Works Director reported on several department activities:
- Snow removal efforts during the recent storm, noting their primary goal is ensuring access for law enforcement and emergency services
 - No major water main breaks occurred during the recent cold weather, with most issues being residential freezing problems
 - The water distribution main project on Siler Road and Berry Boulevard is approximately 70% complete but delayed by weather
 - Capital improvements completed include a new skid system at Upper Brookwood pump station installed January 21
 - A generator and transfer switch at Prentiss Bridge have been installed and are awaiting natural gas hookup
 - Plans for replacement of three outdated fire hydrants on Town Mountain
 - Completed CCTV inspection of East Main Street sewer, with final report forthcoming
 - Collection of information for the local water supply plan due April 1
- B.) Wastewater Treatment Plant – Jason Hopkins, Wastewater Treatment Plant Supervisor/ORC reported it had been a quiet winter at the Wastewater Treatment Plant, noting that winter is typically the most challenging time to operate the facility as cold temperatures affect biological processes. He thanked Public Works for their efforts during snow removal.
- C.) Water Treatment Plant – Kyle Pocquette, Water Treatment Plant Supervisor/ORC reported that:
- Unusually high-water usage for this time of year, reaching 1.8 million gallons per day (in a 2-million-gallon capacity plant), attributed to people dripping faucets during cold weather
 - Bathroom remodeling projects underway at the plant
 - Installation of a new PLC on the air burst system for intake screens
 - Construction has begun on the high service pump station, with the site cut to grade and waiting for retaining wall construction before concrete work begins
 - Only one weather related backflow incident, which was on the customer side
- D.) Streets – Chris Waldroop, Streets Supervisor thanked both his streets team and public works personnel who assisted with snow removal during the recent storm. He reported:
- Construction on the Sunnyside Park bathroom project started mid-January but was delayed by weather
 - Winter snowflake decorations will be removed from poles by the end of February, to be replaced with spring/summer banners in late March or early April
 - Continuing to work with vendors on the roundabout planting project to source appropriate plants
 - Planning to add a new employee in the coming weeks

Mayor Guffey asked about an opening date for Sunnyside Park. Amie Owens explained they're trying to coordinate the pour-in-place surface installation with the playground completion, noting temperature requirements and curing time for the surface. Despite caution fencing, people are already trying to use the playground before it's ready for public use.

11. ANNOUNCEMENTS

- A.) Next Town Council Meeting is Monday, March 2, 2026
- B.) Rescheduled Special Called Meeting - Town Council Retreat – Friday, February 20 and Saturday, February 21, 2026 at Fontana Village Resort – special called meeting notice will be posted

12. ADJOURNMENT

Council Member Joe Collins made a motion, seconded by Vice Mayor Mike Lewis to adjourn the meeting at 7:00 p.m. The motion carried unanimously. Vote: 6-0.

Stacy J. Guffey, Mayor

Nicole Bradley, Town Clerk



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 4-B

Department/Agency: Finance

Subject Matter: Budget Amendment

Department Head's Comments/Recommendation: Recommend Approval.

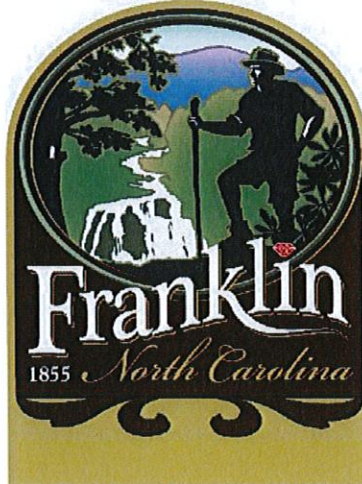
Town Manager's Comments/Recommendation: Recommend Approval.

- Appropriate Insurance Settlement Check for Vehicle Repair – Police - \$2,519.33
- Appropriate Insurance Settlement Check for Gear Damaged During Fire – Fire - \$10,607.62

Suggested Motion: If favorable – approve budget amendments as presented.

Attachments: Yes No

Action Taken: _____



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 4-C

Department/Agency: Tax Collection

Subject Matter: Tax Releases and Refunds

Department Head's Comments/Recommendation: Request approval

Town Manager's Comments/Recommendation: Recommend Approval

There were two (2) tax releases for the month:

- T&J Auto Sales – business closed - \$44.56
- George McBee – outside of city limits - \$93.87

There were two (2) refunds issued due to payments already made:

- Randal Wolfe – personal property not inside city limits - \$68.97
- Jay Clever – personal property not inside city limits - \$80.07

Suggested Motion: If favorable, to approve the tax releases and refunds as presented.

Attachments: Yes X No

Action Taken: _____

February 2026 Refunds and Releases

- T&J Auto Sales- **release** 2 years per Macon County, they are closed. Total amount \$44.56
- George McBee- **release** one year due to outside city limits. Total amount \$93.87.

- Randal Wolfe- **refund** due personal property not in city limits. Total \$68.97.
- Jay Clever-**refund** due to personal property no in city limits. Total \$80.07.

Thank you,

A handwritten signature in blue ink, appearing to read 'Sabrina Scruggs', written in a cursive style.

Sabrina Scruggs

Tax Collector



Sabrina Scruggs <sscruggs@franklinnc.com>

Release BPP T&J Auto Sales

2 messages

Jenny Deal <jdeal@maconnc.org>
Reply-To: jdeal@maconnc.org
To: Sabrina Scruggs <sscruggs@franklinnc.com>

Wed, Jan 21, 2026 at 3:10 PM

Hey Sabrina,

Hope things are getting back up and running for y'all.

I have a release for tax years 2025 & 2024 for T&J Auto Sales Acct# 94817 as they have stated they sold on October 1, 2022.

If you need anything else let me know.

Thanks,

Jennifer Deal

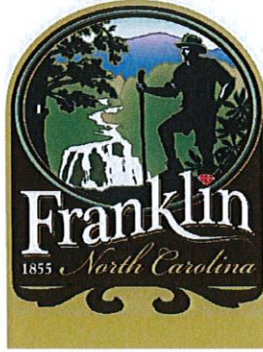
Macon County Tax Office
Personal Property Appraiser
5 W. Main St.
Franklin, NC 28734
828-349-2144
jdeal@maconnc.org

Sabrina Scruggs <sscruggs@franklinnc.com>
To: "jdeal@maconnc.org" <jdeal@maconnc.org>

Wed, Jan 21, 2026 at 3:35 PM

Hey! No we are still down 😞 I will keep this for when we are! Thank you!!
[Quoted text hidden]

--
Sabrina Z Scruggs
Tax Collector
Town of Franklin
828-524-2516
Luke 20:25



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 5-A

Department/Agency: Planning Board

Subject Matter: Recognition of Years of Service

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Recognition of Denton Higdon for his years of service on the Town of Franklin Planning Board and Board of Adjustment.

Suggested Motion: N/A

Attachments: Yes ____ No X

Action Taken: _____



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 5-B

Department/Agency: Vecinos, Inc.

Subject Matter: Update Vecinos

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Marianne Martinez, Chief Executive Officer of Vecinos, Inc. will be providing an update to the Town Council related to progress with their new facility.

Suggested Motion: N/A – Received for Information Only

Attachments: Yes ____ No X

Action Taken: _____



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 5-C

Department/Agency: Town Council

Subject Matter: Main Street Visioning Plan

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Allison Smith, NC Department of Commerce, met with Mayor Guffey, Finance Director Sarah Bishop and Devon Dupuis related to the Main Street Visioning Plan and opportunities for assistance related to the Main Street Program. This is an overview of services available.

Suggested Motion: If Favorable – approve the Memorandum of Understanding and Resolution from the Town Council, as presented

Attachments: Yes X No

Action Taken: _____



TOWN OF FRANKLIN

Post Office Box 1479
Franklin, North Carolina 28744
(828) 524-2516

**Resolution Requesting the Services of the
NC Main Street & Rural Planning Center, Rural Planning Program,
to Assist with the Development of a Downtown Strategic Economic
Development Plan for the Town of Franklin, NC**

WHEREAS, the Town Council of the Town of Franklin (“Town”) intends to develop an asset-based Downtown Strategic Economic Development Plan (“Project”) for the Town to identify opportunities and provide a framework on which to build and grow the local economy.

WHEREAS, the NC Main Street & Rural Planning Center’s Rural Planning Program (“Program”) provides strategic economic development planning services to rural communities in North Carolina; and

WHEREAS, the Town would like the Program to assist the Town with the Project; and

WHEREAS, the Town and the Program have reached agreement on the scope of work for the Project, as outlined in the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Franklin hereby requests that the Program assist the Town with the development of a Downtown Strategic Economic Development Plan and expresses its commitment to review and adopt the plan

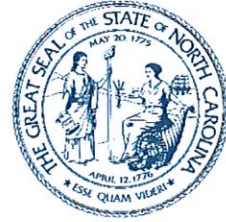
Duly adopted by the Town of Franklin, NC, Town Council, this 2nd day of March, 2026.

Stacy Guffey, Mayor
Town of Franklin, NC

ATTEST:

Nicole Bradley, Town Clerk
Town of Franklin, NC

N.C. Department of Commerce
Rural Economic Development Division
NC Main Street & Rural Planning Center
Rural Planning Program



MEMORANDUM OF UNDERSTANDING
Downtown Strategic Economic Development Plan Project
for the Town of Franklin, NC

This Memorandum of Understanding (MOU) is entered into by and between the N.C. Department of Commerce, Rural Economic Development Division, NC Main Street & Rural Planning Center, Rural Planning Program (“Program”) and the Town of Franklin, NC, (“Town”), and together the “Parties,” for the purpose of setting out the terms and understandings between the Parties for the Program to assist the Town with the preparation of a downtown strategic economic development plan (“Project”).

WHEREAS, the Town has requested assistance from the Program with the preparation of a downtown strategic economic development plan.

WHEREAS, as part of the N.C. Department of Commerce, the state's lead agency for promoting economic development and prosperity, the Program provides services and assistance to local units of government to add value to their community economic development efforts.

WHEREAS, the mission of the NC Main Street & Rural Planning Center, which includes the Program, is to work in regions, counties, cities, towns, downtown districts and in designated North Carolina Main Street communities to inspire placemaking through building asset-based economic development strategies that achieve measurable results, such as investment, business growth, and jobs. To further that mission, the Program may share successful “best practices” with other communities when appropriate. In this context, relevant materials produced from the project and economic outcomes may be shared with other communities, as needed.

The Program and Town agree as follows:

I. Project Scope of Work

Program Services and Project Activities

The Program will conduct a planning process for the Town to help it create a downtown strategic economic development plan. Components of the planning process are outlined below but may be adjusted to meet the needs of the Town.

- A. Guided Tour of the Town of Franklin – Early in the planning process for the Project, the Town will lead a tour of Franklin for Program staff.
- B. Community Assessment
 1. Review existing plans, reports, data, and other information about the Town of Franklin, Macon County, and the surrounding region.
 2. Gather input from Town officials and staff, a local work group, stakeholders, and the community regarding the economy of Franklin through interviews, surveys, and other methods.

3. Facilitate one or more meeting(s) with a local work group and Town staff to:
 - a. Present and discuss economic and other relevant data and information.
 - b. Identify and discuss local assets and how they relate to the local economy.
 - c. Conduct and discuss a SWOT analysis.
 - d. Present and discuss the results of interviews, surveys, and other input gathered during the Community Assessment.
- C. Downtown Strategic Economic Development Plan Development
1. Facilitate meetings with a local work group and Town staff and use the results of the Community Assessment to:
 - a. Develop an economic positioning/vision statement that identifies the Town's economic development strategies.
 - b. Develop economic development strategies with goals, objectives, and actions/projects.
 - c. Finalize a draft downtown strategic economic development plan.
 2. Present or assist Town staff to present the draft downtown strategic economic development plan to the Town of Franklin Town Council. An electronic copy of the plan will also be provided.

Town Roles and Responsibilities

- A. Guided Tour of the Town of Franklin – Early in the planning process for the Project, the Town will lead a tour of Franklin for Program staff.
- B. Local Work Group – The Town will be responsible for assembling a local work group to participate in the Project. The local work group may include, but is not limited to, elected or appointed officials, Town staff, local business owners/operators, representatives of civic organizations with an interest in the community, and/or active residents.
- C. Meetings – The Town will be responsible for providing or otherwise securing meeting space for the local work group and other activities related to the Project. If local work group meetings and/or other Project activities must be conducted virtually, using an internet-based video conferencing platform, for example, the Town will be responsible for ensuring participants are able to access and attend such meetings.
- D. Meeting Materials and Other Information – The Town will share meeting agenda, relevant maps and other images, documents, and plans electronically with the Program and all Project participants.

Proposed Project Timeline

The Project is scheduled to begin in February 2026 and to be completed by December 2026.

Town of Franklin Downtown Economic Development Strategic Plan												
2026												
Task	Qtr 1			Qtr 2			Qtr 3			Qtr 4		
#	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1												
2												
3												
4												

Project Schedule Tasks

1. Asset Mapping
2. Community Assessment
3. Strategic Planning
4. Adoption

Project Staff

The lead Program staff member for the Project will be Allison Smith, Community Economic Development Planner for the Western Region, with assistance from other Program staff members, as needed.

The primary Town point of contact for the Project will be Amanda Owens, Town Manager.

The Program will provide Project services (including Program staff time, materials, and travel), and final project work products at no cost to the Town.

Next Steps

The Project start date will be scheduled upon receipt by the Program of this signed MOU and a signed resolution, adopted by the Town of Franklin Town Council, that requests assistance from the Program for the Project (sample resolution attached).

II. Effective Term and Termination of MOU

This MOU will be effective on the date the last of the Parties executes it. This MOU is subject to modification at any time upon written amendment signed by the Parties. In the event of Program staff turnover, budget reductions, or other unforeseeable events, however, the Program may be compelled to place a project in an indefinite “hold” status until replacement staff resources can be secured. In rare cases, where very specialized staff skills are unable to be replaced, the project commitment may be terminated by the Program. Projects may also be reprioritized consistent with department or division policies.

III. Auditing

The records as they relate to this MOU shall be accessible to the North Carolina State Auditor's Office in accordance with N.C. Gen. Stat. §147-64.7 and to any other State or federal entity authorized to conduct audits with respect to activities performed pursuant to this MOU.

IV. Information Sharing/Confidentiality

To facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.

V. Notices

All notices given in connection with this MOU shall be in writing and, if routine, may be sent by email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addresses set forth below.

PROGRAM:

Karen Smith, AICP, Rural Planning Program Manager
NC Main Street & Rural Planning Center
ksmith@commerce.nc.gov

TOWN:

Amanda Owens, Town Manager
Town of Franklin
PO Box 1479
Franklin, NC 28744
aowens@franklinnc.com

VI. Governing Law

This MOU is governed and construed in accordance with the laws of the State of North Carolina.

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VII. Signatures

The Program and Town agree to the foregoing understandings as indicated by the signatures below of their respective authorized representatives.

**NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION
NC MAIN STREET & RURAL PLANNING CENTER
RURAL PLANNING PROGRAM**

Karen C. Smith, AICP
Rural Planning Program Manager

Date

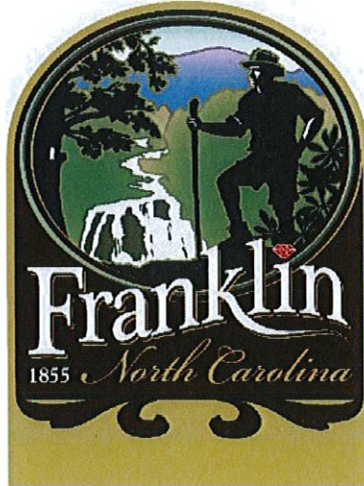
TOWN OF FRANKLIN, NC

Stacy Guffey, Mayor
Town of Franklin, NC

Date

Please sign, date, and return the MOU and resolution by email to:
Karen Smith, Rural Planning Program Manager
ksmith@commerce.nc.gov

Please also send the signed MOU and resolution by email to:
Allison Smith, ARC Community Economic Development Planner
Allison.Smith@commerce.nc.gov



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 7-A

Department/Agency: Town Council

Subject Matter: Items from Council

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Resolution designating Main Street as Uptown and establishing the areas of Downtown East and Downtown West Franklin for Official and Promotional Use

Suggested Motion: Await Council Direction

Attachments: Yes X No

Action Taken: _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
FRANKLIN, NORTH CAROLINA, DESIGNATING MAIN STREET AS
“UPTOWN,” AND ESTABLISHING THE TERMS “DOWNTOWN EAST
FRANKLIN” AND “DOWNTOWN WEST FRANKLIN” FOR OFFICIAL
AND PROMOTIONAL USE**

WHEREAS, the Town of Franklin, North Carolina, values its historic commercial districts, vibrant business community, and unique Appalachian character; and

WHEREAS, the Town recognizes that place-based branding and directional clarity enhance economic development, tourism, civic identity, and community pride; and

WHEREAS, the corridor commonly known as “Main Street” atop Town Hill serves as a central civic, cultural, and commercial anchor within the Town; and

WHEREAS, the Town Council finds that the designation “Uptown” reflects the historic prominence, walkability, and elevated civic identity of Main Street; and

WHEREAS, the Town Council further finds that creating the geographic identifiers “Downtown East Franklin” and “Downtown West Franklin” will improve wayfinding, marketing clarity, business promotion, and district-based planning efforts;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Franklin, North Carolina, as follows:

Section 1. Designation of Uptown.

The area atop Town Hill commonly known as Main Street, including its immediate commercial corridor as defined by Town planning maps, shall henceforth be designated for branding, promotional, directional, and ceremonial purposes as **“Uptown Franklin.”**

Section 2. Establishment of Downtown District Identifiers.

The Town hereby establishes the following geographic identifiers:

1. **“Downtown East Franklin”** — referring to the eastern commercial and mixed-use district contiguous to and east of the Uptown/Main Street corridor, as further described in Town planning documents.
2. **“Downtown West Franklin”** — referring to the western commercial and mixed-use district contiguous to and west of the Uptown/Main Street corridor, as further described in Town planning documents.

Section 3. Official Usage.

These designations shall be used, where appropriate, in:

- Municipal communications
- Economic development materials
- Tourism and marketing campaigns
- Wayfinding signage and maps
- Public events and district branding initiatives

This Resolution does not alter legal property descriptions, postal addresses, zoning classifications, or emergency service designations unless separately amended by ordinance.

Section 4. Implementation.

The Town Manager, in coordination with appropriate staff, boards, and community stakeholders, is authorized to:

- Update municipal branding materials;
- Develop signage and wayfinding plans;
- Coordinate with local businesses and civic organizations for consistent adoption;
- Phase implementation in a fiscally responsible manner.

ADOPTED this ___ day of _____ 2026, by the Town Council of the Town of Franklin, North Carolina.

Stacy J. Guffey, Mayor

ATTEST:

Nicole Bradley, Town Clerk



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 8-A

Department/Agency: Planning/Code Enforcement

Subject Matter: Call for Public Hearing to be held on April 6, 2026 at 6:05 p.m. or as closely thereafter as possible to consider public input on an Ordinance Ordering the Town Code Enforcement Officer to cause the dwelling located at 547 Womack Street to be vacated and closed, and demolished.

Department Head's Comments/Recommendation: Request action.

Town Manager's Comments/Recommendation: Town Attorney will advise next steps.

The property at 547 Womack Street has been inspected by the Code Enforcement Officer and appropriate notice provided to the property owner of its status categorized as dilapidated. The property owner has had 90 days to bring the dwelling up to code or have it demolished. No action has been taken. Pictures are included related to the condition of the property.

Town Attorney John Henning, Jr. has prepared the requisite ordinance for review by the Town Council and is requesting a Call for Public Hearing to be held on April 6, 2026 at 6:05 p.m. or as closely thereafter to receive input related to the Ordinance Ordering the Code Enforcement Officer to cause the dwelling located upon the property at 574 Womack Street to be vacated and closed, and demolished.

Suggested Motion: Call for Public Hearing to be held on April 6, 2026 at 6:05 p.m. or as closely thereafter to receive input related to the Ordinance Ordering the Code Enforcement Officer to cause the dwelling located upon the property at 574 Womack Street to be vacated and closed, and demolished, as presented.

Attachments: Yes No

Action Taken: _____

Ordinance No. 2026-001

AN ORDINANCE

ORDERING THE TOWN CODE ENFORCEMENT OFFICER TO CAUSE THE DWELLING LOCATED UPON THE PROPERTY AT 574 WOMACK STREET TO BE VACATED AND CLOSED, AND DEMOLISHED

WHEREAS, pursuant to Chapter 160D, Article 12 of the North Carolina General Statutes, and based upon the finding of the Board of Aldermen that there exist within the Town of Franklin dwellings in conditions inimical to the health, safety and welfare of the Town and its citizens, the Town of Franklin has duly adopted a Minimum Housing Code (the “Code”), codified in Chapter 157 of the Town Code of Ordinances;

WHEREAS, pursuant to the regulations set forth in the Code, the Town Planner is charged with the duty to investigate dwellings in the Town and its Extraterritorial Jurisdiction (ETJ) upon receiving written complaint from five or more citizens, or upon his own motion, to hold hearings with the owners of dwellings found to be out of compliance with the regulations and to charge such owners whose dwellings found not to be in compliance to either repair them if the same may be accomplished at a cost less than half of the value of the property, or to remove and demolish the same if they cannot be so repaired;

WHEREAS, pursuant to §157.036(B)(6), the Town Planner is authorized to appoint and fix the duties of such officers, agents and employees as he deems necessary to assist in carrying out the purposes of the Code, for which purposes the Town Planner previously designated a Code Enforcement Officer to carry out the Town Planner’s duties under the Code;

WHEREAS, the duly designated Code Enforcement Officer duly inspected the property listed in Section 1 below (the “Property”), and after providing notice to the owner of the Property, concluded that the dwelling located upon Property could not be repaired such that it would comply with the requirements of the Code without expenditure exceeding 50% of the dwelling and was therefore dilapidated, and therefore ordered the owner to demolish and remove the dwelling within 90 days thereof to bring it into conformity with the Code; and

WHEREAS, the owner of the Property has failed to comply with the order of the Town Code Enforcement Officer, and pursuant to N.C. Gen. Stat. § 160D-1203 and Minimum Housing Code § 157.38(C) it is necessary for the Town Council to adopt an ordinance to instruct the Town Code Enforcement Officer to order the dwelling upon the Property to be demolished.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Franklin that:

Section 1. Property: The Property affected by this ordinance is located at 574 Womack Street, within the corporate limits of the Town of Franklin.

Section 2. The Code Enforcement Officer, as designee of the Town Planner, properly concluded after due inspection and review that the dwelling upon the Property was dilapidated, provided due notice to the owner of the Property of a hearing to be held on April 29, 2025 which the Property owner attended in person, and proceeded to provide notice of her final determination and order by letter dated May 1, 2025, ordering the dwelling demolished within 90 days as contemplated by the Code. The owner of the Property has failed to comply with the order of the Code Enforcement Officer within the 90-day time provided. A copy of the Code Enforcement Officer's findings and order is attached hereto as Exhibit A.

Section 3. The Town Code Enforcement Officer is hereby directed pursuant to N.C. Gen. Stat. § 160D-1203(5) to cause the dwelling located upon the Property to be demolished. This Ordinance shall be recorded in the Office of the Register of Deeds for Macon County and shall be indexed in the name of the property owner in the grantor index.

Section 4. This Ordinance is effective upon its adoption; it shall maintained by the Town Planner and produced as required to obtain the necessary legal process to carry out its intent, and shall be conclusive evidence of the act of the Town Council. This Ordinance shall be classified as a special ordinance of the Town, and shall not be codified in the Town's Code of Ordinances.

ADOPTED: This 2nd day of March, 2026, upon motion by Council Member _____, seconded by Council Member _____, and having been approved by a vote of __ in favor and __ against.

ATTEST:

TOWN OF FRANKLIN

Nicole Bradley, Town Clerk

Stacy J. Guffey, Mayor

574 Womack St

1 message

Angela Green <agreen@franklinnc.com>
To: Amie Owens <aowens@franklinnc.com>

Tue, Feb 17, 2026 at 8:51 AM

Hi Amie,
Please see below.











Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 8-B

Department/Agency: Fire Department

Subject Matter: Request Approval of Vendor for Fire Attack Apparatus Tanker

Department Head's Comments/Recommendation: Recommend Approval of Melton Fire Group/Toyne

Town Manager's Comments/Recommendation: Recommend Approval of Vendor.

The initial RFP for fire attack apparatus tanker was open until November 6, 2025 with only one vendor responding. The RFP was reposted on December 1, 2026 through January 9, 2026. There was one (1) response received. The vendor is currently building the Fire Attack Pumper Truck which is due to be completed mid-summer 2026.

The RFP included specifics for the fire attack apparatus tanker developed by the Truck Committee (TC) of Franklin Fire and Rescue. The TC reviewed all of the submissions and determined that the one respondent met the requirements included in the RFP. This was the vendor Melton Fire Group who provides Toyne fire apparatus. The bid document is included with the total cost, days to delivery and other information included.

The Fire Department does have funds available to purchase at the contract price with no financing required and no additional payments required.

Suggested Motion: If favorable – approve the contract with Toyne for the Fire Attack Apparatus Tanker

Attachments: Yes No

Action Taken: _____



TOYNE INC.

104 Granite Ave. Breda, IA 51436
(712) 673-2328 FAX (712) 673-2200

APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement"), made by and between Toyne, Inc. Breda, IA, ("Toyne"), and the purchaser (the "Customer"):

The Town of Franklin, a body politic and corporate of the state of North Carolina
95 East Main St.
Franklin, NC 28734

Toyne, Inc. hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made part of this contract, and to deliver the same as hereinafter provided.

Toyne agrees that all material and workmanship of the apparatus and equipment shall comply with the proposal specifications. In the event there is any conflict between Customer Specifications previously submitted to Toyne, and the specifications attached hereto, it is understood and agreed between the parties that the apparatus and equipment made the basis of this Agreement shall meet only the specifications attached hereto and made a part hereof, as if fully and completely set out herein, and no other. The sole and exclusive warranty accompanying this sale is contained in the warranty attached hereto, and made a part hereof by reference, as if fully and completely set out herein. Surety Bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

This fire apparatus shall conform with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of Agreement's signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of Agreement's signing, except as modified by Customer Specifications. Any increased cost incurred by Toyne because of future changes in or additions to said DOT or NFPA standards will be passed along to the Customer as an addition to the price set forth below.

The apparatus and equipment shall be ready for delivery from Breda, IA, within about 775 days after the receipt and acceptance of this Agreement at Toyne's office at Breda, IA. Toyne shall not be responsible for delays due to strikes, failures to obtain chassis, materials, or other causes beyond its control; provided, any such delay shall be documented in writing to and accepted by the Customer, such acceptance not be unreasonably denied. In the event that delivery is not made within 30 days after the quoted delivery, exclusive of delays excused pursuant to this paragraph, then and in that event Toyne shall pay liquidated damages to the Customer the amount of Five Hundred Dollars (\$500.00) per day until the apparatus is accepted by the Customer.

A competent representative shall, upon request, be furnished by Toyne to demonstrate the apparatus for the Customer and to give its employees the necessary instructions in the operation and handling of the apparatus.

The Customer hereby purchases and agrees to pay for said apparatus and equipment, the sum ("Contract Price") of:

\$599,592.67

This contract price represents the following payment schedule:

A payment of:	\$	0.00	due within 15 days of signing the contract by the purchaser. (for this the contract price includes a discount of \$0.00)
A payment of:	\$	0.00	due within 15 days of the arrival of the chassis at Toyne Inc. (for this the contract price includes a discount of \$0.00)
A payment of:	\$	599,592.67	due upon the delivery of the apparatus to the purchaser.



Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation shall be evidenced by properly executed lease documents.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

In the event the apparatus is placed in fire service prior to payment in full, the first party reserves the right to charge a rental fee of Two Hundred Fifty Dollars (\$ 250.00) per day.

The name of the person authorized by the second party to authorize change orders shall be:

The Town Council of the Town of Franklin

any and all change orders shall require Town Council approval.

Any applicable taxes not specified noted above will be paid by the Customer directly, or will be added to the Contract Price and paid by the Toyne. If the Customer claims exemption from any tax, the Customer agrees to furnish applicable exemption certificate and save the party harmless from any such tax, interest or penalty, which may at any time, is assessed against Toyne.

Acceptance of goods shall occur when the Customer takes delivery. In case the Customer desires to test the apparatus, such tests shall be made within 10 days after arrival of the goods at destination and a written report of such tests shall be delivered to Toyne at its principal office at Breda, IA. If no such tests are to be made, or if no such report is made by the Customer within 10 days after arrival, then said apparatus and equipment shall be conclusively determined to be in full compliance with Agreement specifications and conclusively determined to be conforming and in accordance with the obligations under this Agreement. No revocation of acceptance shall take place unless communicated to Toyne within 10 days after delivery of the goods. In the event notice of revocation of acceptance is communicated to Toyne within 10 days, the Customer's right to revoke its acceptance shall be governed by the laws of the State of North Carolina.

Toyne shall not be liable if performance failure arises out of causes beyond its control and without the fault or negligence of Toyne (acts of God, war, fires, floods, freight embargoes, order of any court, or specific cause reasonably beyond Toyne's control and not attributable to its neglect or nonfeasance). Should a performance failure occur, it will be the responsibility of Toyne to notify the Customer in writing and submit proof of the circumstances for non-performance. Immediately following the resolution of circumstances responsible for non-performance, Toyne must renegotiate delivery schedules.

It is agreed that the apparatus and equipment covered by this Agreement shall remain the property of Toyne until the entire Contract Price has been paid, but if more than one piece of apparatus is covered by this Agreement, then each piece shall remain the property of Toyne until the above listed price for such piece has been paid in full, and in case of an default in payment, Toyne may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

This Agreement to be binding must be signed and approved by an officer of Toyne, or someone authorized in writing by it to do so. This Agreement and Specifications take precedence over all previous negotiations and no representatives are considered as entering into this Agreement except as are contained herein or in the specifications attached hereto. This Agreement cannot be altered or modified except by mutual written agreement signed by the parties.



If for any reason, the Purchaser wishes to cancel this Agreement. Toyne will be entitled to an amount not to exceed 10% of the total Agreement price plus 100% of all expenses incurred by Toyne and its authorized representative as a result of the cancelation. Such expenses would include, but not limited to, the following items:

- Manufacturing or engineering work already performed.
- Cancellation fees charged by component manufacturer's.
- Full cost of all un-returnable items.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the the Customer has caused its seal to be affixed, and attested by its authorized representatives on this:

_____ day of _____, 20 _____.

By:

Title:

the Customer's Registered Name

By:

Melton Fire Group Sales Representative

Accepted at Toyne Inc. Corporate Office in Breda, IA

By:

Michael D. Schwabe - President

Date:



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 8-C

Department/Agency: Administration/Town Council

Subject Matter: Request approval of scope of service for Main Street Redesign

Department Head's Comments/Recommendation:

Town Manager's Comments/Recommendation: Recommend approval.

The Town issued an RFQ for the Main Street Redesign Project in November 2025 with a submission date of January 9, 2026. There were nine proposals received and four firms were interviewed. From these interviews, it was determined that two of the firms could work together with one acting as the primary and the other as a subcontractor. John R. McAdams Company ("McAdams") will be the prime consultant and Toole Engineering, the sub-consultant.

Both firms worked together to develop a scope of service for phase I of the project which would be a task order through June 30, 2026. The proposed scope is \$98,856. A General Fund Fund Balance Appropriation would be required for this task order.

Suggested Motion: If (favorable) approve the scope of service for Main Street Redesign and the subsequent budget amendment.

Attachments: Yes X No

Action Taken: _____



80 Charlotte Street
Suite 40
Asheville, NC 28801
919. 361. 5000

SPEC25755

February 26, 2026

Amanda Owens
Town Manager
Town of Franklin
95 East Main Street
Franklin, North Carolina 28744

**RE: Downtown Franklin Main Street Redesign
Town of Franklin, North Carolina
SPEC25755**

Dear Amanda,

McAdams is pleased to offer this Scope of Work for planning and engineering design services related to the Town of Franklin's Main Street Redesign (the Project).

Project Understanding

Study Purpose and Study Area

The purpose of the project is to develop a vision for Main Street and a concept plan to guide vision implementation. The purpose is to also leverage the North Carolina Department of Transportation's (NCDOT) plans to resurface Main Street. The Project study area begins at the intersection of Main Street and Depot Street to the intersection of Main Street and Porter Street.

Assumptions

This proposal is based on the following assumptions:

- | The Project will be completed using two Task Orders. This Scope of Services + Fee is for services required for Task Order 1 (TO1). McAdams will provide a Scope of Services + Fee for Task Order 2 (TO2) prior to July 1, 2026. The use of Task Orders will allow McAdams to accurately scope data collection and analysis tasks based on findings from TO1.
- | NCDOT's Main Street Resurfacing project is important to the Project. The Main Street Resurfacing extends from Big Bear Lane to Porter Street and includes the portion of Porter Street between Main and Palmer. Based on information provided by the Town of Franklin, NCDOT needs plans from the Town of Franklin by October 2026 to prepare for project letting in January 2027.
- | TO1 begins with Notice to Proceed (anticipated after council approval on March 2, 2026) and ends June 30, 2026. This accelerated schedule is dependent on active and responsive participation from the Town of Franklin.
- | Unless noted otherwise, services resulting in a document (e.g. presentations, public meeting materials, summary memos, etc.) include one round of revisions. A round of revisions includes timely draft delivery by McAdams to the Town of Franklin, one collated set of comments on draft documents by the Town of Franklin, one final set of deliverable edits, and final document delivery from McAdams.
- | The project team is comprised of McAdams as the prime consultant with Toole as a sub-consultant.

- | The Project Management Team (PMT) for the Town of Franklin includes the Town Manager, the Town Planner, the Mayor, and the Vice Mayor.
- | Meetings include agenda, meeting materials, and meeting minutes.
- | The Town of Franklin will lead on-the-ground project logistics such as securing meeting locations, inviting attendees to meetings, promoting activities, etc.

Proposed Services + Fees – Task Order 1 (TO1)

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

Task 1: Project Kick-off + Ongoing Tasks

A14.10 PROJECT KICK-OFF + ONGOING TASKS:

FEE: \$21,710.00

The project team will initiate the project with one in-person kick-off meeting with the PMT after receiving Notice to Proceed for TO1. Kick-off activities will also include a project area tour and a stakeholder analysis exercise.

Ongoing project management will continue throughout the TO1 project duration and will include regular coordination through virtual bi-weekly project management team meetings and monthly invoices and progress reports.

Deliverables:

- | One in-person project kick-off + study area tour; and
- | Eight (8) bi-weekly PMT Meetings.

Task 2: Project Communications

A14.20 PROJECT COMMUNICATIONS

FEE: \$4,665.00

Early in the project, the team will develop simple project branding, including a tagline and color palette. A branded engagement toolkit will be prepared, consisting of one set of templates for outreach materials such as a flier, postcard, door hanger, engagement boards, and project slide deck. The team will provide content for the development of a project webpage hosted on the Town's website. The consultant will provide website content updates at key milestones. The Town of Franklin will be responsible for posting all materials to the Town's website.

Deliverables:

- | One simple project branding package (logo, tagline, color palette). Includes one round of revisions;
- | Project templates + Project slide deck; and
- | Three website content updates.

Task 3: NCDOT Coordination + High – Level Concept Development

A14.30 NCDOT COORDINATION + CONCEPT DEVELOPMENT

FEE: \$19,440.00

Task 3.1 - Early Coordination

The team will conduct early project team coordination activities to prepare for a Main Street Redesign kick-off meeting with North Carolina Department of Transportation (NCDOT). Work associated with this task includes collecting and summarizing baseline data related to the existing transportation network data and completion of a high-level community scan addressing land use, development, demographics, and economic development. This information will be summarized in the project slide deck (presentation).

The project team will also develop slides that display case studies of communities where roads formerly managed by a state department of transportation became part of the municipal road network.

The project team and the PMT will participate in one in-person NCDOT kick-off meeting to coordinate expectations and identify data needs to leverage NCDOT's resurfacing project and implement the vision for Main Street, (developed in Task Order 2).

Deliverables:

- I Early coordination slide deck. Includes one round of revisions;
- I Up to three case studies showcasing NCDOT to municipal road transitions; and
- I One in-person meeting with NCDOT.

Task 3.2: High-Level Concept Development + Post Workshop Coordination

Following the visioning workshop in TO1 and before early network analysis in TO2, the team will develop a high-level concept plan based on visioning input. The project team will coordinate with the PMT as it develops a Main Street concept to share with NCDOT, including evaluation criteria and typical section alternatives. The project team and the PMT will conduct one virtual NCDOT coordination meeting to review emerging concepts and coordinate data collection and analysis needs for TO2.

Deliverables:

- I Two high-level concept plans based on community visioning activities + up to eight cross sections;
- I Updated project slide deck for the NCDOT meeting; and
- I One virtual meeting with NCDOT.

Task 3.3: Basis of Design

Following the post-workshop coordination meeting with NCDOT, the project team will develop a basis of design memo that outlines the design parameters the Town of Franklin and NCDOT agree upon, as well as data collection and analysis needs, both of which will guide concept development in TO2.

Deliverables:

- I Basis of Design summary memo; and
- I Data Collection and analysis needs.

Task 4: Community Engagement

A14.40 COMMUNITY ENGAGEMENT

FEE: \$42,630.00

Task 4.1 Engagement Plan Development

The project team will prepare a draft Engagement Plan for activities occurring in TO1 and anticipated for TO2. The draft engagement plan will outline engagement goals, audiences, tools, and the schedule. Following review and feedback, a final Engagement Plan will be completed and updated as needed.

Deliverables:

- I Draft and Final Engagement Plan.

Timeline:

- I May 2026 – June 2026.

Task 4.2 Strategic Stakeholder Meeting

The project team will conduct one virtual strategic stakeholder meeting during TO1. This meeting will take place before the design workshop to gain insights into community desires for the Project. While the project team will only meet with the Strategic Stakeholder group during TO1, the group will be invited to attend Visioning Workshop Activities.

Deliverables:

- I One virtual meeting with the Strategic Stakeholder group.

Task 4.3 Town Council Involvement

The project team has allocated resources for one in-person meeting with the town council. The team anticipates this meeting to occur early in TO1 and will focus on project goals, early findings, and coordination with NCDOT prior to advancing design development. The specific time and purpose of town council involvement will be identified during the project kick-off meeting.

Deliverables:

- I Attendance at one in-person town council meeting.

Timeline:

- I To be determined at project kick-off meeting.

Task 4.4: Visioning + Community Design Workshop

The project team will conduct a two-day in-person community design workshop.

Pre-workshop tasks will include review of previous plans, GIS data preparation, coordination of NCDOT data requests (including safety and signal information), base map preparation, development of one community visioning online survey, and creation of community design workshop materials (including one round of revisions), and logistical coordination as needed.

Findings will be summarized and carried forward into concept development.

The community design workshop will consist of two full days of consultant time and will include a variety of activities such as field investigations, stakeholder interviews, studio time to develop concepts, or opportunities to report back to the community. The project team will work with the PMT to develop a schedule of activities.

Deliverables:

- | Pre-workshop data gathering and analysis;
- | Base map preparation for roll plots to be used during the community design workshop;
- | One community visioning online survey;
- | Community design workshop materials to include schedule of events, informational boards (up to 8) and up to 6 roll plots for concept development;
- | Project slide deck updates;
- | One community design workshop (two full days); and
- | Community design workshop summary.

Task 4.5: Visioning Summary

Toward the end of TO1, the project team will develop an engagement summary to document engagement activities and key findings to inform subsequent phases of work in TO2.

Deliverables:

- | Engagement summary memo.

Extra Services

When requested by the Client and confirmed by the Client and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Client shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

Project Schedule

The Firm’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

TASK ORDER #1 TIMELINE

	March			April				May				June			
WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Kick-off + Ongoing Tasks															
Project Kick-Off Meeting + Team Tour	█		█												
Project Management Team Meetings	█				█		█		█		█		█		█
Project Communications															
Simple Project Branding			█	█											
Branded Engagement Toolkit					█	█									
Project Webpage on Town Website							█								
Design Development: NCDOT Coordination															
Internal Coordination / Presentation Prep			█	█											
Case Examples + Baseline Data Inventory			█	█											
Community Scan				█											
NCDOT Kick-Off Meeting							█								
Engagement: Engagement Plan															
Draft Engagement Plan			█												
Final Engagement Plan				█											
TO 1 Engagement Summary															█
Engagement: Stakeholder Meeting #1															
Pre-Design Workshop										█					
Engagement: Town Council Involvement															
Council Meeting #1										█					
Engagement: Community Design Workshop															
Pre-planning							█	█	█	█					
Online Survey Development									█	█	█				
Two Day Visioning Workshop											█				
Summarize and Report Findings												█			
Design Development: Basis of Design															
NCDOT Check-In														█	
Develop Task Order 2 Scope															█

Schedule to be mutually agreed upon between Client and Firm.

The time limits and schedule set forth above have been agreed to by the Client and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

Client Responsibilities

Client shall be responsible for the following:

- | Notification to proceed;
- | Timely approval of deliverables presented for Client approval;
- | Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- | Payment of all application and permit fees;
- | Payment of invoices in accordance with Item 1 of Terms and Conditions;
- | Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

Exclusions

The following services are not included in this Agreement:

- | Off-site utility extensions or roadway improvements (may be quoted if required);
- | Off-site stormwater management facilities, revisions to the existing stormwater infrastructure or analysis of "downstream" stormwater system (will be quoted if required);
- | Subsurface Utility Location;
- | Tenant coordination meetings or conference calls (can be quoted once scope is clarified);
- | Wetlands delineation and permitting (will be quoted if required);
- | Structural design of retaining walls, headwalls or stormwater facilities or structures;
- | Traffic Impact Analysis;
- | Color graphics for meetings or marketing purposes (will be quoted if required);
- | Permit application, plans review or re-review fees;
- | Detailed landscape, hardscape, irrigation or lighting design (can be quoted separately);
- | Revised directives from Client after design has begun;
- | Acquisition of easements; preparation of off-site easements;
- | Flood studies for the Town of Franklin or FEMA;
- | Additional submittal of stormwater design for jurisdictional approval by State regulatory organizations such as NCDENR-DWQ, Dam Safety, or the like (can be quoted if determined to be required);
- | Court appearances for litigation, or preparation for same;
- | Legal advertisements for construction contracts;
- | Soils investigations, borings, or compaction tests;
- | Environmental investigations, wetlands permitting, wetlands surveying; and
- | Any costs incurred by Client or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

General Conditions

- | The attached “Terms and Conditions” shall apply to this Agreement.
- | This proposal is valid for 30 days from the above date.
- | Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- | Client is responsible for all application and permit fees.



Fee Schedule

Main Street Redesign / Town of Franklin

Date 26-Feb-26

Project #	SPEC25755	Number of Lots	
Phases		Acres	
Task ID	Description	Fee	Fee Basis
A14.10	Project Management: Kick-Off + Ongoing Tasks	\$21,710	Fixed Fee
A14.20	Project Communications	\$4,665	Fixed Fee
A14.30	NCDOT Coordination + High-Level Concept Development	\$19,440	Fixed Fee
A14.40	Community Engagement	\$42,630	Fixed Fee
	Travel and Expenses	\$10,411	Fixed Fee
	TOTAL	\$98,856	

Conclusion

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,
McAdams



Kristy Carter, AICP | Senior Project Manager
kcarter@mcadamsco.com | 828. 776. 7374

AP/ha/lf

Acceptance

By: _____

Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____



MCADAMS

Hourly Rate Schedule / 2026

1. SPECIFICATIONS FOR CONTRACT BY HOURLY CHARGE, THE FOLLOWING RATES APPLY

Role	Rate
General Counsel	\$450 /hour
Chairman / President / Vice President	\$300 - 450 /hour
Advisor	\$260 - 325 /hour
Director / Group Manager / Practice Lead	\$145 - 300 /hour
Technical Manager	\$135 - 255 /hour
Project Manager	\$130 - 275 /hour
Assistant Project Manager	\$110 - 180 /hour
Landscape Architect	\$155 - 215 /hour
Planner	\$105 - 200 /hour
Project Engineer	\$145 - 185 /hour
GIS Staff	\$140 - 175 /hour
CAD Tech	\$100 - 145 /hour
Graphics + Visualization	\$140 - 150 /hour
Designer / Analyst / Design Tech	\$105 - 180 /hour
Intern	\$60 - 115 /hour
Administrative Services	\$85 - 145 /hour
Construction Administrator / Observer	\$120 - 230 /hour
Survey Technician	\$105 - 125 /hour
2 Man Survey Crew	\$165 - 185 /hour
3 Man Survey Crew	\$185 - 210 /hour
UAS LiDAR Crew	\$305 /hour
SUE Crew Member	\$90 - 130 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. THE FOLLOWING CHARGES APPLY ON ALL CONTRACTS, FOR COPIES OF PLANS AND SPECIFICATIONS SENT OUT OF THE ENGINEER'S OFFICE (TO CLIENT, CITY REGULATORY AGENCIES, BIDDERS, CONTRACTOR, OTHER CONSULTANTS, ETC.)

Item	Fee	Item	Fee	Item	Fee
Oversize + Color Rep.	\$3.60 /each	Specifications	\$0.12 /each	Mylar Sepia	\$18.00 /each
Paper Reproductions	\$2.40 /each	Oversize Mylar Sepia	\$24.00 /each	Paper Sepia	\$6.00 /each

3. THE FOLLOWING RATES ARE CHARGED IN ADDITION TO THE ABOVE FEES

Item	Fee
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. FEES ARE SUBJECT TO ADJUSTMENT AT THE BEGINNING OF EACH CALENDAR YEAR.

5. PROJECTS ARE BILLED ON A MONTHLY BASIS AND INVOICES ARE DUE UPON RECEIPT. INVOICES WHICH HAVE BEEN NOT BEEN PAID WITHIN 30 DAYS ARE PAST DUE AND SUBJECT TO FINANCE CHARGES OF 1.5% PER MONTH.

Client's Initials _____ Date _____



MCADAMS

Collection Schedule

- | **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.

- | **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.

- | **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.

- | **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.

- | **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered and state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.

- | **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.

- | **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

Client

Initials:

Date:



McADAMS

Terms + Conditions - NC

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due if not paid in full after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In an effort to ensure prompt resolution of questions and disputes regarding CONSULTANT's services and invoices, CLIENT agrees to notify CONSULTANT, in writing / email, of any questions or concerns CLIENT may have regarding the cost, quality or appropriateness of services provided related to an invoice within fifteen (15) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT waives its right to dispute the accuracy and appropriateness of any portion of such invoice for which notice was not provided.

If CLIENT fails to make payment to CONSULTANT within 30 days after the invoice date, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts due are paid in full. If an invoice remains unpaid after sixty (60) days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default:

CLIENT shall provide prompt written / email documentation to CONSULTANT if CLIENT becomes aware of any breach of contract, defect, fault, error, omission or inconsistency arising out of or related to CONSULTANT's services. The failure of CLIENT to provide such written notice within fifteen (15) days from the time CLIENT became aware of such breach of contract, defect, fault, error, omission or inconsistency, shall constitute a waiver by CLIENT of any claims against CONSULTANT arising out of such breach of contract, defect, fault, error, omission or inconsistency.

3. Ownership of Instruments of Service:

All reports, plans, specifications, instruments of service, field data, notes and other documents, including all documents on electronic media, prepared by CONSULTANT shall remain the property of CONSULTANT. CONSULTANT shall retain all common law, statutory and other rights, including intellectual property rights. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all completed plans, specifications, and electronic files.

4. **Change Orders:**

CONSULTANT will treat as a change order request any documented or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. If CONSULTANT is willing to proceed with such change, CONSULTANT will give CLIENT written notice within fifteen (15) days of a change order request of any resulting increase in CONSULTANT's fees and/or time of performance (a "Change Order"). Unless CLIENT objects in writing within ten (10) days, the Change Order becomes a part of this Agreement.

5. **Site Operations:**

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

6. **Project Site:**

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the site and to obtain permission from the owner(s) for such alteration and damage. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the owner(s) or persons having possession of the site through the Owner which are related to such alteration or damage.

7. **Assignment and Third Parties:**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. **Survival:**

All of CLIENT's payment obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, as well as the terms of Sections 6, 11, 12, and 14, shall survive completion of and the expiration or termination of this Agreement.

9. **Force Majeure:**

Should completion of any portion of the services or any obligation under the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance of the service or the deadline under the Agreement shall be extended for a period at least equal to the delay. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. **Standard of Care:**

CONSULTANT shall perform its services under the Agreement in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT, AND CLIENT WAIVES ITS RIGHT TO ASSERT SUCH CLAIMS AGAINST CONSULTANT.**

11. **Limitation of Liability:**

CLIENT agrees that the total collective and aggregate liability of CONSULTANT and its employees, officers, and directors for any and all claims that may be asserted by CLIENT arising out of or related to this Agreement, except for claims for willful or intentional misconduct by CONSULTANT, is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater.

12. **Waiver of Consequential Damages:**

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. **Safety:**

Except with respect to CONSULTANT's own employees, CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. **Arbitration:**

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association. Nothing in this provision shall prevent CONSULTANT from acting to secure any lien rights it may have under applicable law.

15. **Independent Contractor:**

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or

direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

16. Termination:

Either party may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. Either party may terminate the Agreement without cause upon thirty (30) days advance written notice to the other party. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all services performed, costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as reasonable demobilization costs.

17. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. No Waiver:

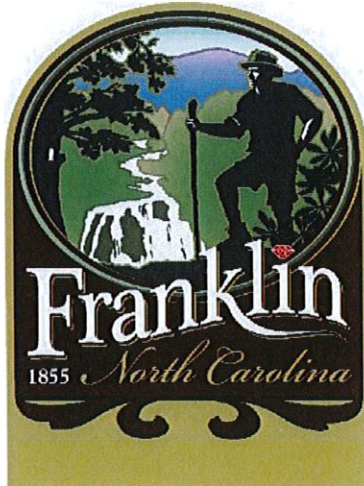
No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

19. Merger, Amendment:

This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT, and all negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

20. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.



Agenda Item – Town Council

Meeting Date: March 2, 2026

Agenda Item #: 9-A-C

Department/Agency: Human Resources/Tax Collection/Events/Fire

Subject Matter: Quarterly Departmental Reporting

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

As a suggestion from Town Council, department directors will be providing quarterly updates to the Council. Monthly reports will still be provided as part of the agenda packet, but this will provide the opportunity for staff to address the Council directly.

Suggested Motion: N/A – received for information only

Attachments: Yes ___ No X

Action Taken: _____

Monthly Reports

Memo

To: Amie Owens
From: Finance Office
Date: February 23, 2026
Re: Monthly Department Report

Report for January/February 2026:

- ❖ This month we began preparing and distributed budget documents for each department. This includes expenditure reports for each department to project expenditures for current year and request budgets for FY 26-27. Each department head will have access to enter budget requests electronically into software along with justification notes and details for their requests. Finance Director is also working with Town Manager to begin revenue forecasting for FY 26-27.
- ❖ Finance Director and Deputy Finance Director attended the NCGFOA Spring Conference in Pinehurst, NC February 15th-17th, 2026.
- ❖ The LGC 203 reports due for both the Town of Franklin and the TDA for year-ending December 31, 2025 were prepared and submitted to the state.
- ❖ All W-2's, 1099's and 1095's were printed and sent out to this month prior to the deadline of January 31, 2026.
- ❖ Attached are Budget Reports for an overall view of Revenues and Expenditures for General, Fire, and Water & Sewer Funds at this time.

Sarah R. Bishop
Town of Franklin
Finance Officer
828-524-2516 Ext. 304



Franklin, NC

Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 02/28/2026

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND							
Expense	5,603,500.00	7,459,205.58	326,618.43	3,038,412.27	43,161.43	4,377,631.88	58.69%
	5,603,500.00	7,459,205.58	326,618.43	3,038,412.27	43,161.43	4,377,631.88	58.69%
Fund: 28 - FIRE							
Expense	1,665,257.00	1,785,147.81	100,689.02	775,468.07	37,278.09	972,401.65	54.47%
	1,665,257.00	1,785,147.81	100,689.02	775,468.07	37,278.09	972,401.65	54.47%
Fund: 60 - WATER AND SEWER							
Expense	5,390,821.79	8,790,176.54	242,117.40	2,571,060.03	167,715.84	6,051,400.67	68.84%
	5,390,821.79	8,790,176.54	242,117.40	2,571,060.03	167,715.84	6,051,400.67	68.84%
Report Total:	12,659,578.79	18,034,529.93	669,424.85	6,384,940.37	248,155.36	11,401,434.20	63.22%



Franklin, NC

Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 02/28/2026

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND						
Revenue	5,603,500.00	7,459,205.58	248,937.84	4,902,953.68	-2,556,251.90	34.27%
Fund: 10 - GENERAL FUND Total:	5,603,500.00	7,459,205.58	248,937.84	4,902,953.68	-2,556,251.90	34.27%
Fund: 28 - FIRE						
Revenue	1,665,257.00	1,785,147.81	600,605.26	1,717,027.57	-68,120.24	3.82%
Fund: 28 - FIRE Total:	1,665,257.00	1,785,147.81	600,605.26	1,717,027.57	-68,120.24	3.82%
Fund: 60 - WATER AND SEWER						
Revenue	5,390,821.79	8,790,176.54	498,162.81	3,566,581.75	-5,223,594.79	59.43%
Fund: 60 - WATER AND SEWER Total:	5,390,821.79	8,790,176.54	498,162.81	3,566,581.75	-5,223,594.79	59.43%
Report Total:	12,659,578.79	18,034,529.93	1,347,705.91	10,186,563.00	-7,847,966.93	43.52%

Franklin Fire & Rescue

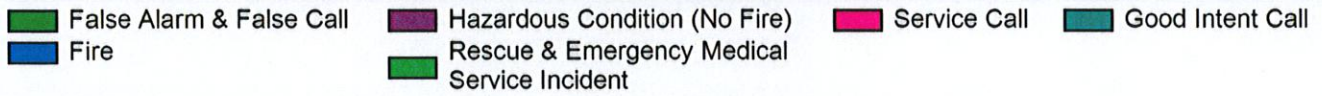
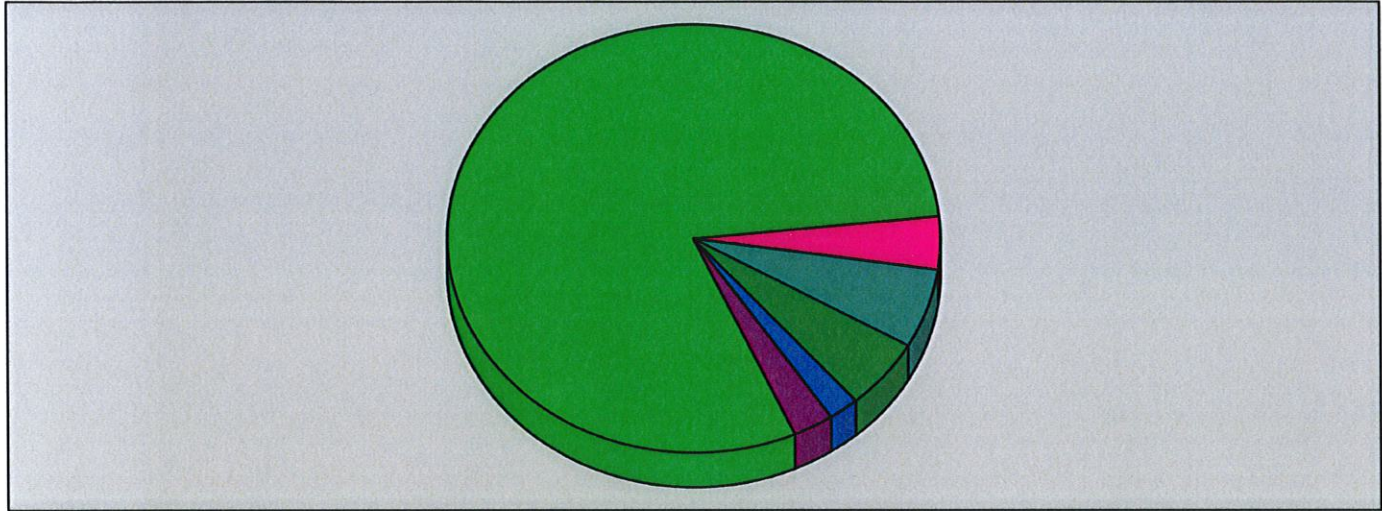
Franklin, NC

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Major Incident Types by Month for Date Range

Start Date: 01/27/2026 | End Date: 02/23/2026



INCIDENT TYPE	JAN	FEB	TOTAL
False Alarm & False Call	2	6	8
Fire	3		3
Good Intent Call		9	9
Hazardous Condition (No Fire)	1	3	4
Rescue & Emergency Medical Service Incident	29	91	120
Service Call	2	4	6
Total	37	113	150

Only REVIEWED incidents included



To: Town Council
From: Justin Setser, Land Use Administrator
Date: January 27, 2026 – February 24, 2026
Subject: Planning Monthly Report – February

Boards:

Town Planning Board/BOA: Planning Board and BOA didn't meet in February

County Planning Board: The county planning board didn't meet in February. The county changed the makeup of the planning board. The Town of Franklin representative is no longer a voting member of the county planning board. They will only be liaisons moving forward.

Code Enforcement:

Land Development Permits: (10) permits were issued.

Sign Ordinance: (1) Sign permits were issued. 10 illegal signs have been removed from ROW.

Nuisance Ordinance:

Open Cases: 49 Northside Dr- Trash/debris, 15 Brittany Ln- Trash/debris/appliance, 35 Beaver Ln-Trash/debris, 35 Beaver Ln-Animal-Chickens, 152 & 99 Sunset- Trash/debris/tires, 15 Westside Ln- Trash/debris, 40 Summit Hill Dr (multiple units)- Trash/debris/appliance/building rubbish/tires and 12 Baltimore Ave- Trash/debris.

Resolves Cases: 52 Third St- Trash/debris, 105 Gaston St- Trash/debris, 134 Skylark St- Trash/debris, 25 Foxfire St- Building rubbish, 195 Wilkie St- Trash/debris, 178 Green St- Trash/debris, 33 Third St- Trash, 220 Skylark St- Trash and 220 Skylark St- Camper in RoW/BB Goal in RoW.

Junk / Abandoned Vehicles:

Open cases: 390 Lyle St- (1), 152 Green St- (1), 171 Cherry St (1), 40 Summit Hill Dr Unit #4 (1) and 229 Cherry St (1).

Resolved Cases: 60 Jacobs St (2), 66 Skylark (1), 68 Green St (1), 88 Anderson St (1), 178 Green St (1) and 546 Lyle St (1).

Minimum Housing: 574 Womack St and 185 Rogers Rd.

Other Open: 110 Beverly Dr- Residential use of camper, 96 Rogers Rd- Building, 1494 Emory Lake Rd- Residential use of camper x 2 and 1777 Emory Lake Rd- Residential use of camper.

Other Closed: 399 Pauline Ave- R-1 Violation (Business Operation), 88 Anderson St- Building and 175 Wilkie St- Building.

Meetings: On February 9, 2026 Town Planner attended a call to be a NCAPA Conference site host representative. As the 2026 NCAPA conference will be held in Cherokee, NC in October.

On February 10, 2026 the Town Planner traveled to Clay County to take part in the second meeting of the Macon Clay Hazard Mitigation plan update.

On February 12, 2026 the Town of Franklin Downtown Historic District was official nominated for National Registry by the NC Historic Preservation office.

From February 14th to 17th The Town Planner Attended the NCAZO Mid-Winter Conference in Cary, NC. The Town Planner served as a co-chair of this conference.

On February 24, 2026 the Town Planner held a kickoff meeting with AECOM who will be our consultant for the update to the Bike Walk Franklin Plan. Bi-weekly calls are planned till the plan is adopted later in 2026. A steering committee needs to be selected in the next few weeks.

Justin Setser, CZO

Town Planner / Land Use Administrator



Devin Holland
Chief of Police

Franklin Police Department

218 W. Palmer St.
Franklin, NC 28734
Phone: 828.524.2864
Fax: 828.524.2495
Established 1855



Amanda Owens
Town Manager

Police Departmental Report

Start Date 1/30/2026

End Date 02/24/2026

Calls for Service – Type Total Report from Dispatch

Calls for service encompasses a wide variety of police functions to include but not limited to responses to crimes in progress, motor vehicle accident investigations, disturbances, security checks, escorts and other officer-initiated activity.

Event	Event Description	February	January	December	2025-2026 Fiscal YTD
100	VANDALISM	1	1	2	18
11	WILDLIFE CALL/VIOLATION	0	0	0	2
14	MESSAGE/INORMATION	4	3	3	41
15	HARASS/THREATEN/STALKING	0	1	0	4
21	CALL SUBJECT	30	24	36	225
29	WARRANT	8	5	12	103
29D	DOMESTIC VIOLENCE ORDER	0	0	1	2
37	SPECIAL ASSIGNMENT	7	35	14	54
37D	DRONE	0	0	0	1
37I	CODE INSPECTION/ENFORCEMENT	2	4	0	10
38	BUSINESS CHECK	40	245	389	1915
38B/38F	BIKE PATROL/FOOT PATROL	0	0	0	3
39	OPEN DOOR	0	0	1	2
40	FIGHT IN PROGRESS	0	1	1	13
43F	FOOT CHASE	0	0	1	1
43V	VEHICLE CHASE	1	1	3	11
46	BANK ALARM	0	0	0	1
47	MOTORCYCLE ON ROAD	0	0	3	4
48	RECKLESS/EXCESSIVE SPEED	11	15	24	126
49	REPORT OF DRAG RACING	0	0	0	0
5	RELAY OR TRANSPORT	5	2	1	23
50	VEHICLE ACCIDENT	40	39	64	361
53	ROADBLOCK	1	0	0	2
53L	LINES DOWN	0	0	0	2
53T	TREE DOWN IN ROADWAY	0	0	0	3
55	HIT AND RUN	5	6	8	46
56	IMPAIRED DRIVER	1	4	3	30
58	IMPAIRED INDIVIDUAL	2	4	3	18
59	DIRECT TRAFFIC/ESCORT	6	5	6	16
60	SUSPICIOUS PERSON OR VEHICLE	62	58	79	602

	Event Description	February	January	December	2025-2026 Fiscal YTD
61	TRAFFIC STOP	151	156	159	1164
62	BREAKING AND ENTERING	1	4	2	24
62IP	B & E IN PROGRESS	0	1	1	14
63	INVESTIGATE	65	53	64	494
64	IDENTITY THEFT/FRAUD	2	4	3	21
66	CLEAR PARKING LOT	0	0	0	1
67	PERSON/BODY FOUND	0	0	0	0
68	LIVESTOCK IN ROADWAY	0	0	0	1
69	TRESPASSING	5	3	4	65
70	IMPROPER PKING/ABANDON.CAR	3	1	3	28
72	SUBJECT IN CUSTODY	0	0	0	3
72T	PRISONER TRANSPORT	0	0	0	1
73	MENTAL SUBJECT	1	2	4	15
73P	PAPERWORK	2	2	4	27
73T	TRANSPORT MENTAL SUBJECT	1	0	0	0
75	STOLEN VEHICLE	3	3	5	30
76	PROWLER	0	0	1	1
77	LARCENY	10	6	5	75
78	SHOPLIFTING	2	2	3	30
79	PUBLIC DISTURBANCE	14	12	14	112
79N	PUBLIC DISTURBANCE NOISE	0	5	4	34
80	DOMESTIC DISTURBANCE	12	12	13	106
82	REPORT OF A WEAPON	0	3	1	18
83	WELFARE CHECK	13	13	32	191
83F	ABANDONED/FOUND PERSON	0	0	0	13
84	REPORTED CHILD ABUSE	0	0	0	0
84P	CHILD EXPLOITATION -PORN	0	0	0	0
85	STRANDED MOTORIST	12	4	17	93
85U	UNLOCK VEHICLE	6	11	15	65
86	MISSING PERSON	1	1	0	9
86K	KIDNAPPING/UNLAWFUL CUSTODY	0	0	0	1
87	MISSING OR RUNAWAY JUVENILE	1	1	0	9
88B	BRUSH FIRE	0	0	0	3
88G	GAS LEAK/HAZARDOUS MATERIALS	0	0	0	1
88H	HAZARDOUS MATERIALS	0	0	0	1
88M	MISCELLANEOUS FIRE/EXPLOSION	0	0	0	2
88P	POWER POLE ON FIRE	0	0	0	0
88S/V	STRUCTURE FIRE/VEHICLE FIRE	1	1	3	5
88SP	SEARCH FOR A MISSING PERSON	0	0	0	0
89	ANIMAL CALL	0	1	1	9
89B	ANIMAL BITE	0	0	0	0
90	ALARM	38	40	67	276
91	KEEPING THE PEACE/EVICTION	2	1	1	9
95	DRUG CHECK	2	2	3	43
96	ASSAULT	1	0	5	15
97	SEXUAL ASSAULT/RAPE	0	2	1	5
99	INVESTIGATE 911 HANGUP	4	7	5	26
C4	CPR IN PROGRESS	0	0	1	2

Event Description		February	January	December	2025-2026 Fiscal YTD
C5	DOA	1	1	0	4
C10	POSS SUICIDE	2	1	1	11
MA	MED ALARM	0	0	0	6
MED	MEDICAL CALL	1	0	1	5
MED-04	BACK PAIN	0	0	0	0
MED-05	BLEEDING-LACERATIONS	0	0	0	0
MED-06	BREATHING PROBLEMS	1	0	0	3
MED-10	CHEST PAIN	0	1	0	3
MED-11	CHILD BIRTH- OBSTETRICS	1	0	0	1
MED-12	CHOKING	0	0	0	1
MED-14	CONVULSIONS-SEIZURES	0	0	1	2
MED-15	DIABETIC PROBLEMS	0	0	0	1
MED-17	ELECTROCUTION	0	0	0	0
MED-19	FALLS-BACK INJURIES	2	2	1	27
MED-21	HEADACHE	0	0	0	0
MED-22	HEART PROBLEMS	0	0	0	0
MED-24	HEAT EXPOSURE	0	0	0	0
MED-25	POISON-INGESTION/OVERDOSE	2	0	1	8
MED-26	MENTAL HEALTH	0	0	0	0
MED-27	SICK PERSON	0	0	0	7
MED-28	STAB-GUNSHOT INJURY	0	0	0	1
MED-29	STROKE - CVA	0	0	0	0
MED-30	TRAUMATIC INJURY	0	0	0	2
MED-31	UNCONSCIOUS/FAINTING	1	3	1	17
MED-32	UNKNOWN MEDICAL PROBLEM	0	1	0	10
MED-33	PUBLIC ASSIST	0	0	0	4
WALK-IN	LOBBY WALK-IN	20	13	12	108
Totals updated		610	836	1113	7435

Activity Summary By Detail – Franklin Police Department

Incident/Investigation	February	January	December	2025-2026 Fiscal YTD
11A – Rape	0	0	0	0
11C – Sexual Assault with an Object	0	0	0	0
11D – Fondling	0	0	0	0
13A – Aggravated Assault	0	0	0	3
13B – Simple Assault	4	3	2	22
13C - Intimidation	0	0	0	0
200 – Arson	0	0	1	1
220 – Burglary/Breaking and Entering	0	2	0	11
23C – Shoplifting	2	0	1	7
23F – Theft from a Motor Vehicle	0	0	0	1
23G -Theft of Motor Vehicle Parts or Accessories	0	0	0	1
23H – All Other Larceny	3	2	5	41
240 – Motor Vehicle Theft	2	0	1	45
250 – Counterfeiting/Forgery	0	0	0	0
26A – False Pretenses/Swindle/Confidence Games	1	0	0	1
26B – Credit Card/ATM Fraud	0	0	0	3

26E – Wire Fraud	0	0	0	0
26F – Identity Theft	1	0	1	3
270 – Embezzlement	0	0	0	0
280 – Stolen Property Offenses	0	0	0	2
290 – Destruction/Damage/Vandalism of Property	3	0	2	14
35A – Drug/Narcotics Violations	3	3	3	23
35B – Drug Equipment Violations	2	2	3	14
36B – Statutory Rape	0	0	0	1
520 – Weapon Law Violations	0	0	1	1
720 – Animal Cruelty	0	0	0	1
90A - Bad Checks	0	0	0	0
90C – Disorderly Conduct	1	0	0	1
90D – Driving under the Influence	5	7	12	46
90E -- Drunkenness	1	0	0	1
90F – Family Offenses, Nonviolent	0	0	0	0
90G - Liquor Law Violations	0	0	0	1
90J – Trespass of Real Property	4	1	2	18
90Z – All Other Offenses	49	32	72	584
Total Offenses	81	52	108	726
Total Incidents	44	33	66	354

Arrests	February	January	December	2025-2026 Fiscal YTD
11A – Rape	0	0	0	0
13A – Aggravated Assault	0	0	0	0
13B – Simple Assault	2	1	1	7
13C – Intimidation	0	0	0	0
200 – Arson	0	0	0	0
220 – Burglary Breaking and Entering	0	0	0	3
23C – Shoplifting	0	0	0	2
23F – Theft from a Vehicle	0	0	0	0
23H – All Other Larceny	0	1	0	2
240 – Motor Vehicle Theft	0	0	0	0
250 – Counterfeiting/Forgery	0	0	0	0
26A – False Pretenses/Swindle/Confidence Game	0	0	0	0
26F – Identity Theft	0	0	0	0
280 – Stolen Property Offenses	0	0	0	2
290 – Destruction/Vandalism of Property	0	0	0	0
35A – Drug/Narcotic Violations	3	3	3	20
35B – Drug Equipment Violations	2	2	3	13
520 – Weapon Law Violations	0	0	1	0
90C – Disorderly Conduct	1	0	0	1
90D - Driving Under the Influence	5	6	11	31
90E – Drunkenness	1	0	0	1
90F – Family Offenses Nonviolent	0	0	0	0
90H – Peeping Tom	0	0	0	0
90J – Trespass of Real Property	4	1	2	16
90Z – All Other Offenses	36	21	36	256
Total Charges	54	35	57	422
Total Arrests	23	19	30	180

Citation	February	January	December	2025-2026 Fiscal YTD
Driving While License Revoked	10	5	10	61
Expired Registration	2	0	1	8
Failure to Reduce Speed	0	0	1	3
DWI	0	0	0	0
Failure to Stop (Stop Sign/Flashing Red Light)	0	0	1	3
Improper Transport of Children	0	1	0	1
Inspection	0	0	0	0
No Insurance	1	0	4	14
Other (Infraction)	7	5	9	35
Other (Misdemeanor)	3	0	2	13
Possess/Consume Alcohol – Passenger	0	0	1	4
Running Red Light	1	0	0	3
Seat Belt	0	0	0	1
Speeding (Infraction)	4	1	10	42
Speeding (Misdemeanor)	2	2	3	10
Unsafe Movement	0	0	0	3
Secondary Charge	9	2	15	69
No Operator License	11	8	7	69
Total Charges	51	24	64	338
Total Citations	42	22	49	318

Warning Tickets	February	January	December	2025-2026 Fiscal YTD
Driver's License	6	5	7	122
Failure to Yield	1	1	0	3
Following Too Closely	0	0	0	0
Improper/No Signal	0	0	0	0
Improper Equipment	14	11	2	41
Improper Parking	1	0	0	1
Improper Turn on Red	0	0	0	0
Left of Center	2	1	0	3
Lights	8	12	8	72
Obstructed Windows	0	0	0	1
Other	0	5	0	12
Seatbelt / Child Restraint	0	0	0	0
Speeding	7	23	16	91
Stop Sign or Signal	7	6	2	27
Unsafe Movement	8	5	5	35
Vehicle Insurance	0	0	2	17
Vehicle Registration	20	19	20	143
Total Charges	74	88	62	468
Total Warnings	71	88	60	460



TOWN OF FRANKLIN

Post Office Box 1479
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 (828) 524-2516

Public Works January & February 2026 Monthly Report
 December 29, 2025 - January 25, 2026
 January 26, 2026 - February 22, 2026

<u>Issued Service Calls</u>	<u>February</u>	<u>January</u>	<u>2026 YTD</u>
Begin Suspend	1	0	1
Billing Re-Read	23	61	84
Brush Pick Up	0	0	0
Connect	6	6	12
Culvert Maintenance	0	0	0
Cutoff/Delinquent Accounts	1	33	34
Data Profile	3	3	6
Deceased Animal Removal	0	0	0
Disconnect	8	0	8
End Suspend	0	0	0
Inactivate	0	3	3
Leaf Pick Up	0	0	0
Leak Check	7	6	13
Mailing Address Change	3	4	7
Meter Box/Lid Repair	0	0	0
Meter Swap	4	3	7
Miscellaneous	18	13	31
Occupant Change	23	26	49
Pull Meter	0	0	0
Reinstate	0	0	0
Re-Read Customer Request	0	0	0
Service Action	0	3	3
Sidewalk Repair	0	0	0
Street Repair	0	0	0
Variance Report	60	0	60
Total	157	161	318
NC 811 Locates	51	51	102
Total	208	212	420



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Water

Installed new 3/4" tap on Old Murphy Road.
Installed 4 new 3/4" taps on Woodland Hills Drive.
Repaired water leak on Hillside Street.
Repaired 2" water leak Summit Hill Drive.
Repaired 2" water leak on Meadowbrook Drive.
Repaired 3/4" water leak on Crestview Heights.
Public works department assisted meter reader with manual meter reads.
Bill, Jim, Rusty, and Chris took 6 hours continuing education class.
Plowed roads, parking lots, and sidewalks during snow event.
Worked on plow truck.
Put together Hydrant Assembly for Town Mountain.
Completed 6 after hours calls for January.
Completed 18 after hours calls for February.

Water Treatment Plant

Clear well and high service pump project started.
Retaining wall for new clear well completed.
High service pump building site cut to grade and relocated away from retaining wall.
Bypass piping layed out, fusing of the pipe will begin 2/23.
Valves located in a valve box and outside of a valve box.
Downstairs bathroom completed.
Upstairs bathroom demolished and tile work has begun.
Met all sampling permit requirements.

Cross Connection

0 new installed backflow preventors for the cross connection backflow program.
12 tested compliant for the cross connection backflow program.
1 backflow repaired.



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Sewer

Cleaned 4,687 ft. of sewer lines.
Panel work at Arthur Drake pump station.
Pulled pump at Arthur Drake pump station.
Installed new 6" sewer tap on Roller Mill Road.
Ran camera on Perry Street.
Repaired 4" sewer repair Summit Hill Drive.
Sewer backup on Frogtown Lane.
Completed 1 after hours calls for January.
Completed 2 after hours calls for February.

Wastewater Treatment Plant

January

Hauled 130.3 tons of sludge to the landfill.
42 loads of septic discharged at the headworks of the plant.
We treated 24.4 million gallons of water back to the river.
We treated 141,857 gallons of leachate for the landfill.
Met all permit requirements.

February

Hauled 88 tons of sludge to the landfill.
36 loads of septic discharged at the headworks of the plant.
We treated 17.6 million gallons of water back to the river.
We treated 91,615 gallons of leachate for the landfill.
Met all permit requirements.

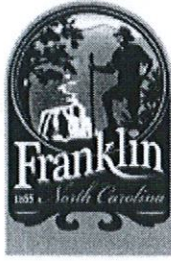
Streets

Swept 120 miles of streets.
Removed holiday decorations.
Removed snowflake pole lights.
2 tree in roadway cleanups.
Plowed roads, parking lots, and sidewalks during snow event.
Start of bathroom project at Sunnyside Park.
Start drainage project on West Main Street behind Ace Hardware.

Respectfully submitted,

Bill Deal

Public Works Director



TOWN OF FRANKLIN

Post Office Box 1479
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To: Amanda Owens and Town Council
From: Nina Dykes
Utility Adjustments – January & February 2026

LEAK ADJUSTMENTS

None

RETURNED CHECKS

2/6/2026 – Adjustment for \$80.00.
2/18/2026 – Adjustment for \$24.26.
2/18/2026 – Adjustment for \$71.40.

CONTRACT AGREEMENTS

None

ADMINISTRATIVE

2/6/2026 – Adjustment for \$394.22.
2/6/2026 – Adjustment for \$177.98.
2/6/2026 – Adjustment for \$144.42.
2/6/2026 – Adjustment for \$131.20.
2/6/2026 – Adjustment for \$138.31.
2/6/2026 – Adjustment for \$844.11.
2/6/2026 – Adjustment for \$440.36.
2/6/2026 – Adjustment for \$103.77.
2/6/2026 – Adjustment for \$119.99.
2/6/2026 – Adjustment for \$91.89.
2/6/2026 – Adjustment for \$1,402.74.
2/6/2026 – Adjustment for \$827.83.
2/6/2026 – Adjustment for \$453.76.
2/6/2026 – Adjustment for \$82.45.

All adjustments were approved by Public Works Director Bill Deal.
Respectfully submitted,

Nina Dykes

Date: February 23, 2026

To: Amie Owens

From: Sabrina Scruggs

Re: February 2026 Tax Report

For 2025 tax bills \$3,089,903.86 has been collected. That is above what is needed to balance the budget. The collection rate is 93%.

There are two releases and two refunds this month.

Pickin' on the Square applications are out for both bands and food.

Pumpkinfest applications are now out.

Please let me know if you have any questions.

Respectfully submitted,



Sabrina Scruggs

Tax Collector