Town of Franklin Council
Agenda
October 5, 2026
6:00 p.m.

1. **Call to Order**- Mayor Stacy J. Guffey

2. **Pledge of Allegiance** – Vice Mayor Mike Lewis

3. **Adoption of the October 5, 2026 Town Council Agenda** - Town Council

4. **Approval of the Consent Agenda for October 5, 2026** - Town Council
   A.) Approval of Regular Meeting Minutes September 8, 2026
   B.) Budget Amendment
   C.) Economic Development Incentive Policy Amendment
   D.) Refer Petition for Rezoning to Planning Board

5. **Introductions**
   A.) Officer Dillon McCall – introduction by Police Chief Devin Holland

   B.) Town Planner Callie Barnett – introduction by Assistant Town Manager/Finance Director Sarah Bishop

6. **Public Session**

7. **Items from Council**

   A.) Appointment of Main Street Director to Macon County Economic Development Commission – Mayor Stacy J. Guffey

   B.) Appointment of Councilman Jeff Berry as Entertainment and Events Liaison – Mayor Stacy J. Guffey

   C.) Other Items from Town Council Members

8. **New Business**
   A.) Request approval of Task Order 2 for the Main Street Transformation Project and budget amendment – Town Manager Amie Owens

   B.) Work Session – Town Charter Revisions – Mayor Stacy J. Guffey and Town Attorney, John Henning, Jr.

9. **Departmental Updates**
   A.) Finance – Assistant Town Manager/Finance Director Sarah Bishop
   B.) Planning/Code Enforcement – Assistant Town Manager/Finance Director Sarah Bishop
   C.) Police Department – Chief Devin Holland

10. **Announcements**
   A.) Next Town Council Meeting is Monday, November 2, 2026
   B.) Final Pickin' on the Square for the season – October 10, 2026 – 6:00 p.m. on the Gazebo Square
   C.) 30th Annual Pumpkinfest – Saturday, October 17, 2026 9:00 a.m. until 4:00 pm.

11. **Adjourn**

Agenda Item – Town Council

Meeting Date: October 5, 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 September 8, 2026 Regular 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
SEPTEMBER 8, 2026

THE FRANKLIN TOWN COUNCIL held a regular meeting on Tuesday, September 8, 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 and Council Members: Joe Collins, Travis Higdon, Rita Salain, Robbie Tompa, and Jeff Berry.

2. PLEDGE OF ALLEGIANCE

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

3. ADOPTION OF THE SEPTEMBER 8, 2026 TOWN COUNCIL AGENDA

Vice Mayor Mike Lewis made a motion, seconded by Council Member Travis Higdon to approve the Town Council Agenda for September 8, 2026 as presented. The motion carried unanimously. Vote: 6 – 0.

4. APPROVAL OF THE CONSENT AGENDA FOR SEPTEMBER 8, 2026

A.) Approval of the Minutes
    1. August 3, 2026 Regular Meeting Minutes
    2. August 4, 2026 Special Called Meeting Minutes
B.) Budget Amendment
C.) Tax Release

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to approve the consent agenda September 8, 2026 meeting, as presented. The motion carried unanimously. Vote: 6 – 0.

5. INTRODUCTION/RECOGNITION

A.) Cody Harper, Streets Maintenance Worker -introduction by Bill Deal, Public Works Director
B.) Earl Swartz, Utility Maintenance Worker -introduction by Bill Deal, Public Works Director
C.) Assistant Police Chief Matt Pellicer -Recognition 25 Years of Service -presented by Nicole Bradley, Human Resources Director
D.) Firefighter Darian Greene -Recognition I0 Years of Service -presented by Nicole Bradley, Human Resources Director

6. PUBLIC SESSION

No one signed up to speak.

7. ITEMS FROM COUNCIL

A) Resolution of the Town Council for the Town of Franklin Supporting the One Quarter of a Cent Local Option Sales Tax – Councilwoman Rita Salain

Councilwoman Rita Salain read the resolution into the record.

Council Member Joe Collins made a motion, seconded by Vice Mayor Mike Lewis to approve the Resolution supporting the One Quarter of a Cent Local Sales Tax, as presented. The motion carried unanimously. Vote: 6 – 0.

B.) Recognition of Jim and Kathy Akins – Mayor Stacy J. Guffey
Mayor Guffey recognized Jim and Kathy Akins for their service to the Scottish Tartan Museum and Heritage Center. Mayor Guffey credited their dedication with turning the museum into the successful institution it is today. A Certificate of Appreciation was presented on behalf of the Town Council, recognizing the Akins' contributions to the preservation of culture and their service to the town's citizens and visitors

C.) Proclamation – Constitution Week – September 17 through 23, 2026 – Mayor Stacy J. Guffey
Mayor Guffey read the Town of Franklin's Constitution Week 2026 Proclamation, marking the 239th anniversary of the drafting of the United States Constitution and designating September 17–23, 2026 as Constitution Week, urging citizens to reaffirm the ideals enshrined in the Constitution.
Following the reading, Lynn Deegan of the Daughters of the American Revolution (DAR) offered brief remarks, emphasizing the DAR's longstanding commitment to civic education and the importance of an informed citizenry as the surest guardian of freedom. Ms. Deegan thanked the Council for their service to the community.

D.) Recap of Presentation by Joe Minicozzi, Urban3, LLC – Mayor Stacy J. Guffey
Mayor Guffey indicated that this item would be deferred and rescheduled for a future meeting.

E.) Reminder of Litter Sweep on September 26, 2026 – Councilman Travis Higdon
Councilman Travis Higdon reminded the public and Council of the upcoming Fall Litter Sweep scheduled for Saturday, September 26th from 8:00 AM to 12:00 PM, meeting at Town Hall. He encouraged a strong turnout, noting that supplies and snacks would be provided.

F.) Other items from Town Council Members
Mayor Guffey expressed appreciation to the Public Works and Streets Department for the installation of a speed bump near the Lazy Hiker, clarifying that placement was dictated by the Town's right-of-way boundary, as NCDOT does not permit speed bumps on state roadways. He reported receiving numerous positive responses from community members regarding the safety improvement. Mayor Guffey formally proposed that the Council work toward establishing an annual Labor Day weekend celebration, inclusive of fireworks and potentially a drone show. He cited strong positive feedback from business owners who reported one of their best commercial days in recent memory, favorable crowd dispersal compared to the Recreation Park venue, and the earlier sunset at Labor Day as advantages. He asked for Council support to begin planning for such an annual event.

Mayor Guffey also announced that Assistant Town Manager/Finance Director Sarah Bishop had been admitted to the 2026 Civic Fellows Leading for Results program at the UNC Chapel Hill School of Government; a two-week leadership initiative for which there were 219 applicants and only 50 seats. The program cohort meets September 14th and October 12th, 2026.

Council Member Jeff Berry echoed the Mayor's enthusiasm for making the Labor Day fireworks and drone show an annual event, stating that the location, timing, and novelty of the show were all very well received. Other council members, including Vice Mayor Mike Lewis and Councilman Higdon, also shared positive personal experiences from the event. Vice Mayor Lewis specifically commended the pyrotechnics vendor, Munnerlynn Pyrotechnics, for going above and beyond to make things right, and offered to serve as a personal reference for the company.

Councilwoman Salain announced that the FROG Quarters would be holding its semi-annual Frog Fair on the 19th, encouraging the public to attend in support of the organization.

8. NEW BUSINESS

A.) Request Approval of Updated Purchasing Policy – Assistant Town Manager/Finance Director Sarah Bishop

Assistant Town Manager/Finance Director Sarah Bishop presented the proposed updates to the Town's purchasing policy. She summarized the most significant changes as follows:

- Clarification of department head authority for purchases under $500.
- Correction of a longstanding error indicating that contracts be filed with the Town Clerk's office; the policy now correctly reflects that contracts are filed in the Finance Office.
- Addition of a tiered process for handling unauthorized purchases over $500.
- Clarification of procedures for emergency purchases, acknowledging that the standard bidding process cannot always be followed in urgent situations.
- Correction of language around credit card limits, which are set by the Finance Director rather than the Town Manager.
- Addition of certain exclusions to the purchase order requirement, including bulk oil purchases for the fleet department, fully executed contracts, and mandatory payments to state agencies such as the NC DMV and the Department of Environmental Quality.

Discussion centered on the policy's local purchasing provisions. Mayor Guffey inquired whether the language encouraging local buying could be strengthened. Town Attorney John Henning Jr. explained that while informal and formal bidding thresholds ($30,000 and above) require selection of the lowest responsive bidder regardless of location, there is more flexibility below that threshold.

Assistant Town Manager/ Finance Director Bishop noted the existing policy includes a provision allowing a local vendor preference when a local bidder is within two percent of the lowest bid. Several council members suggested raising that preference threshold, with Councilwoman Salain suggesting five percent and Vice Mayor Lewis concurring that a greater preference would be more impactful.

Assistant Town Manager/ Finance Director Bishop agreed to work with the Town Attorney to draft stronger local preference language and proposed an internal outreach effort to ensure local vendors are aware of the Town's desire to do business with them where legally permissible. Attorney Henning additionally suggested reaching out directly to local vendors to make them aware of this preference.

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to approve the updates to the Town's Purchasing Policy., as presented. The motion carried unanimously. Vote: 6 – 0.

B.) Request Approval of the addition of approximately 400 feet of Mimosa Drive as town-maintained street- Town Manager Amie Owens

Town Manager Amie Owens presented the request to add approximately 400 feet of Mimosa Drive to the town's-maintained street inventory. She explained that the segment had been constructed to Town specifications with correct right-of-way dimensions and should have been included in the Powell Bill map when the subdivision was finalized in 2023, but was omitted due to the developer never submitting the required form. The two homes on the segment have Mimosa Drive addresses, and residents have reported drainage and pothole issues. The existing extension connects to Dale Drive, which is unpaved and not proposed for town maintenance.

Vice Mayor Lewis inquired about the cost of necessary repairs; Town Manager Owens indicated that only minor work, gravel fill and cold patching, was needed, with no full repaving required.

Council Member Rita Salain made a motion, seconded by Council Member Joe Collins to approve the addition of approximately 400 feet of Mimosa Drive as town-maintained street, as presented. The motion carried unanimously. Vote: 6 – 0.

C.) Request Approval of Resolution Adopting the updated Clay Macon Regional Hazard Mitigation Plan- Fire Chief Justin Setser

Fire Chief Justin Setser presented the updated Clay Macon Regional Hazard Mitigation Plan, which is required to be updated every four to five years in order to maintain eligibility for FEMA funding in the event of a natural disaster. Chief Setser noted that this cycle's plan has nearly doubled in size since the Town first adopted it approximately twelve years ago. Key additions to this version include increased emphasis on hurricane preparedness (particularly in light of Hurricane Helene), wildfire risk, and cyber-attack scenarios. The plan also incorporates expanded language around community resiliency in addition to traditional hazard mitigation. Chief Setser noted that according to plan documentation, every dollar spent on mitigation saves an estimated six dollars in future repair costs. A public survey, open for approximately two months and receiving about 150 responses, informed the update process. The plan will be posted to the Town's website upon adoption.

Vice Mayor Mike Lewis made a motion, seconded by Council Member Travis Higdon to approve the Resolution Adopting the updated Clay Macon Regional Hazard Mitigation Plan, as presented. The motion carried unanimously. Vote: 6 – 0.

D.) Request Adoption of an Ordinance Ordering the Town Code Enforcement Officer to Cause the Dwelling Located Upon Property at 185 Rogers Road to be Vacated, Closed and Demolished – Town Attorney John Henning, Jr.

Town Attorney John Henning Jr. presented the ordinance, explaining that enforcement action had been initiated earlier in the year under the Town's minimum housing code. By March, a determination had been made that the structure at 185 Rogers Road was unfit for habitation

and could not be repaired for less than fifty percent of its value. The owner had received all required notices and had not contested the findings.

Code Enforcement Officer Angela Green provided additional detail, noting that during her initial inspection the structure was found to be in deplorable and unsafe condition, with a shifted and unsecured foundation resulting from a vehicle collision. She described buckets of waste throughout the basement, structural floors at risk of collapse, and a structure assessed at less than $1,500 in value. Ms. Green confirmed that the property owner attended the minimum housing hearing, acknowledged he was financially unable to bring the property into compliance, and did not contest the proceedings. The property owner does not reside on the site; however, various occupants, including squatters, have been present over the years.

Vice Mayor Lewis emphasized that the action does not constitute a taking of property, the owner retains title, and that demolition would likely improve the property's value and eliminate significant liability and safety hazards for the neighborhood. Mayor Guffey thanked Code Enforcement Officer Green for her diligence, noting he had received considerable concern from neighboring residents.

Council Member Joe Collins made a motion, seconded by Council Jeff Berry to adopt the Ordinance Ordering the Town Code Enforcement Officer to Cause the Dwelling Located Upon Property at 185 Rogers Road to be Vacated, Closed and Demolished, as presented. The motion carried unanimously. Vote: 6 – 0.

9. OLD BUSINESS

A.) Request Approval of Utility Service Refunds Policy – Town Attorney John Henning, Jr.

Town Attorney Henning presented a minor revision to the Utility Service Refunds Policy previously discussed at a prior meeting. Two changes were noted: a correction of terminology in the first paragraph of subsection B, and the addition of a three-year time limit within which a customer must apply for a refund. Town Attorney Henning clarified that refund eligibility is limited to standard residential one-inch service connections, and that the policy is permissive in nature; the Town is not legally obligated to issue refunds but is establishing the circumstances under which it will do so.

Councilwoman Salain inquired how customers would be made aware of the policy; Town Attorney Henning and Vice Mayor Lewis noted that the policy would be accessible on the Town's website and that the responsibility for due diligence ultimately rests with the customer.

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to approve Utility Service Refunds Policy, as presented. The motion carried unanimously. Vote: 6 – 0.

10. DEPARTMENTAL UPDATES – PUBLIC WORKS

A.) Human Resources-Nicole Bradley, Human Resources Director

Human Resources Director Bradley reported that the Town currently has one vacancy in the Wastewater Treatment Plant, with a job posting issued that day. She announced that a new

Town Planner had been hired and would begin on Friday, with a formal introduction planned for the October Town Council meeting.

HR Director Bradley provided an update on the Town's insurance benefits with NCHIP (North Carolina Health Insurance Pool). She also gave an update on the new managed IT service with WIRED. She reported positive feedback from all department directors, and specifically noted that seven laptops ordered for the Police Department had been configured and deployed. Response times on submitted IT tickets have been described as excellent.

HR Director Bradley indicated she is working on policy revisions and expects to bring those updates to the Council in the near future.

B.) Tax Collections/Events-Sabrina Scruggs, Tax Collector/Events Coordinator

Tax Collector/Events Coordinator Sabrina Scruggs reported that 2,334 tax bills had been mailed, representing a levy of just over $3,305,000. To date, $424,827 has already been collected.

Regarding events, Event Coordinator Scruggs provided context around the drone show that followed the Labor Day fireworks. She explained that staff and the Town Manager were not aware the drone show would proceed until very late in the evening; the drones initially failed to launch, and only after the fireworks concluded did the vendor notify staff that the charged drones had to be deployed before transport, due to regulations prohibiting the transport of live batteries across state lines. With no advance notice and no way to communicate a timeframe to the public, no announcement could be made. She noted that the drones were ready within approximately fifteen minutes and that most attendees were able to see the show.

Looking ahead, Event Coordinator Scruggs noted that PumpkinFest marks its 30th anniversary this year, with additional activities, vendors, and food planned. She also noted that work on the Winter Wonderland event is also underway.

C.) Fire Department -Fire Chief Justin Setser

Chief Setser reported that the Fire Department responded to 154 calls for service in August, with 110 of those being medical calls, representing 60–70% of total call volume.
Key updates included:

- Ten new sets of turnout gear are expected to be delivered imminently.
- All volunteer officer positions have been filled following recent organizational changes. New appointments include Assistant Chief Carey Patton (formerly Captain), Captain Michael Gerra, Lieutenant Clay Gibson, and Lieutenant Joe Templeton.
- The ImageTrend software system for reporting, training records, inventory, and hose testing is now fully operational.
- A boat committee has been established to evaluate the feasibility of acquiring a rescue boat for flood response, with the committee examining standard operating guidelines, response protocols, and training requirements before any purchase is made.
- A formal Field Training Officer (FTO) program, developed by Lieutenant Templeton, has been adopted to replace the prior informal preceptor model. The new program establishes a team of trainers, structured timelines, and defined benchmarks for new volunteers, with full implementation set to begin at the start of the new year.

- All department apparatus have been renumbered under a standardized engine/brush/squad/tanker designation system for consistency.
- Six grant applications have been submitted, all with no match requirements, including grants from FEMA, the NC Forest Service, Firehouse Subs, and ChemTrac, covering a range of department needs.

D.) Fleet Department-Alison Stamey, Deputy Finance Director/Fleet and Asset Manager
Deputy Finance Director/Fleet and Asset Manager Alison Stamey provided an update on the newly established Fleet Department, which launched at the start of the current fiscal year. She introduced Tim Lee as the department's mechanic, bringing 25 years of mechanical and preventive maintenance experience to the role. The fleet team consists of Mr. Lee, Reagan Chastain, and Stamey, each managing distinct areas: field maintenance, maintenance tracking and bill pay, and daily service ticketing and vehicle purchasing/sales, respectively.

She noted that to date, six of seven vehicles budgeted for purchase have been acquired. A formal bid for a Public Works dump truck closed September 18th. Upcoming purchases include a Police Department vehicle funded by insurance proceeds and a new ATV funded through a donation.

The department has sold five vehicles through GovDeals (a government online auction platform) for a combined total of $28,325. A total of 72 maintenance and service actions have been performed, including oil changes, brake jobs, transmission services, alternator replacements, battery replacements, CV axle work, and servicing of small equipment such as lawn mowers and larger equipment including a street sweeper and John Deere tractors.

11. ANNOUNCEMENTS

A.) Next Town Council Meeting is Monday, October 5, 2026
B.) Observance of the 25th Anniversary of 9/11 – Friday, September 11 at 8:30 a.m. at the Gazebo Square
C.) Fall Litter Sweep for the Town of Franklin – Saturday, September 26, 2026 8:00 a.m. until Noon
D.) Pickin' on the Square- September 26, 2026 -6:00 p.m. on the Gazebo Square

12. CLOSED SESSION

A.) Enter into Closed Session under NC General Statute§ 143-318. I l(a)(6) Personnel - Annual Evaluation Town Manager

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to enter into Closed Session under North Carolina General Statute 143-318.11(a)(6) Personnel. The motion carried unanimously. Vote 6-0.

Town Council entered into Closed Session at 7:07 p.m.

Town Council returned to Open Session at 7:50 p.m.

13. ADJOURNMENT

Council Member Rita Salain made a motion, seconded by Council Member Travis Higdon to adjourn the meeting at 7:51 p.m. The motion carried unanimously. Vote: 6-0.

_____

Stacy J. Guffey, Mayor

_____

Nicole Bradley, Town Clerk

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 4-B

Department/Agency: Finance

Subject Matter: Budget Amendments

Department Head's Comments/Recommendation: Recommend Approval.

Town Manager's Comments/Recommendation: Recommend Approval.

- Planning – appropriate $3,000 from Contingency to Other Professional Services Planning - for the demolition of 185 Rogers Road. The Town Council approved the demolition at the September 8, 2026 regular meeting and quotes were received from three vendors for the demolition.

Suggested Motion: If favorable – approve budget amendment, as presented.

Attachments:Yes __X__ No ___

Action Taken: _____

BUDGET AMENDMENT
AMENDMENT #19-26/27
BUDGET CHANGE #'S:

FROM: S BISHOP
DEPARTMENT: PLANNING

EXPLANATION: MOVE FUNDS FROM CONTINGENCY TO OTHER PROFESSIONAL SERVICES

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
10-9910-9910	CONTINGENCY		3,000.00
10-4910-1990	OTHER PROFESSIONAL SERVICES	3,000.00	

REQUESTED BY DEPARTMENT HEAD _____

RECOMMENDED BY FINANCE OFFICER _____

APPROVED BY TOWN MANAGER _____

ACTION BY BOARD _____

APPROVED AND ENTERED ON MINUTES DATED _____

DATE CLERK ENTERED _____

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 4-C

Department/Agency: Town Council

Subject Matter: Economic Development Incentive Policy Amendment

Department Head's Comments/Recommendation: Recommend Approval.

Town Manager's Comments/Recommendation: Recommend Approval.

At the August 3, 2026 Town Council meeting, an incentive was granted retroactively for a business. Following discussion by the Town Council, it was recommended that language be included in the Economic Development Incentive Policy to disallow any retroactive approval of incentive grants.

The language added to the policy is: "**Application must be considered for approval by the Town Council before the project begins. This program will not apply retroactively to any projects already completed.**"

Suggested Motion: If favorable – approve the amendment to the Economic Development Incentive Policy, as presented.

Attachments:Yes __X__ No ___

Action Taken: _____

TOWN OF FRANKLIN

Economic Development Incentive Policy

POLICY STATEMENT:

It is the policy of the Town of Franklin to promote a strong business presence within its corporate limits. In the spirit of this policy, the Town Council may find it necessary to stimulate economic development by offering incentives to offset costs associated with business location, expansion of an existing business, and/or revitalization of vacant buildings.

It is the policy of the Town of Franklin, when funding is available and budgeted by the Town Council, to provide economic development grants for companies, industries, commercial/retail business owners, and new entrepreneurs seeking to start or relocate businesses to Franklin. The Economic Development Incentives Policy is designed to stimulate private sector investment, economic growth and job creation in Franklin by offering grants consistent with this policy and all applicable laws. Moreover, it establishes a consistent manner for the Town's participation in the development of business activity which will have a significant and positive effect on the economic health of the community now and in the future.

CRITERIA FOR INCENTIVE CONSIDERATION:

The size and scope of the potential incentives will be based on a number of factors, including the category of incentive requested; the location of the business; and potentially the number of employees and quality of jobs created. A major component of the incentive policy is to foster sustainable business and create quality of place that will in turn stimulate the economy and further economic development potential. There are specific criteria for each incentive listed in the policy and incentives may be combined to provide maximum benefit. *****Application must be considered for approval by the Town Council before the project begins. This program will not apply retroactively to any projects already completed. *****

INCENTIVE OPTIONS:

Façade Improvement Grant – Downtown District

The architectural quality and vitality of Franklin's core downtown area is important to the entire Town, its history, image and economy. Proper improvements to the exterior appearances of individual buildings will help develop the appropriate image of inviting and welcoming, while fostering revitalization and the marketability of the Downtown. Therefore, it is important that an organized and coordinated approach to exterior improvements be followed.

The Façade Improvement Grant has been established to provide economic incentives to those commercial building owners and/or business owners in the Downtown district. For the purpose of this grant a "façade" is defined as the face of a building; that is street and/or public parking area facing.

A. Purpose

The Town of Franklin is focused on preserving special characteristics of the downtown by helping owners make quality building improvements that foster a sense of place and overall consistent image for the

business community located within this district. The purpose of the Façade Improvement Grant is to provide an economic incentive to:

1. Complete renovation to building facades within the Town's downtown business district;
2. Preserve the unique character of Franklin's historic downtown business district;
3. Promote an attractive environment for new investment and business activity; and
4. Compliment other revitalization efforts undertaken by the Town of Franklin, such as streetscape projects, sidewalk and lighting projects, parks and recreation amenities and improvements, and landscaping improvements.

Grant reimbursements for a portion of exterior rehabilitation costs are available on a first-come, first-served basis for buildings located in the Town of Franklin Downtown district. Funds are available once per façade every ten (10) years as grant funding is available.

B. Eligibility Requirements and Restrictions

1. Commercial building owners or business tenants in Franklin's Downtown.

2. Building and commercial space must be used predominantly by and for a for-profit business.

3. Owner and tenants may request incentive grants separately; however, any tenant must have the owner's written permission attached to the application along with a detailed drawing of what façade improvements are proposed. Only one (1) application per façade is eligible for approval.

4. "Use" of the building (whether current or future) must be a "Permitted Use" within the applicable zoning district and conform to all zoning requirements. Non-conforming uses or those which have been grandfathered are not eligible under this program unless work included within this project will bring the building and/or façade closer to conformity unless approved by the Town Planner.

5. Owners of vacant buildings shall be eligible if the owner's purpose is to rehabilitate the structure/facade to attract eligible businesses. Expenses will be reimbursed only after proposed façade improvements have been completed and the building is identified and advertised as "For Lease".

6. All town taxes for a building where grant funds are requested must be current and paid in full. For any building with delinquent town taxes for years prior to the grant cycle year, the owner(s) must attach a receipt to show all taxes are current.

7. All applications and design drawings must be submitted for approval prior to the beginning of construction.

8. All proposed rehabilitation work must comply with all code, ordinance and policy requirements of the Town of Franklin, Macon County and the State of North Carolina including but not limited to:

   a. Building code requirements;
   b. Ordinances and other historic district guidelines (where applicable);
   c. Obtainment of necessary permits (proof of which may be required); and
   d. Established design standards for the designated area.

Eligible Projects may include:

1. Cleaning of brick stone fronts (chemical stripping, water wash, scraping);
2. Repair or replacement of façade materials;
3. The removal of false fronts (such as wood or metal panels);
4. Exterior painting (when part of a larger rehab effort);
5. Purchase and install of new and approved awnings;
6. Repair or replacement of windows, doors, and trim;
7. Authentic reconstruction and replacement of original exterior architectural details.

Examples of projects that cannot be funded, either in whole or part by this grant program:

1. Sandblasting of exterior bricks, which causes them to deteriorate;
2. Removal of historical features; and
3. Roof repairs.

C. Grant Award Amount

Based on the availability of funds, applications approved for a Façade Improvement Grant will be eligible to receive reimbursements of up to $5,000 or 50% of exterior rehabilitation costs (whichever is less) after the project is completed and terms of the grant fund award are met. This is a 50/50 match grant.

*This grant may be paired with other grants provided that that total amount of funding does not exceed $7,500 total for the business or property owner.

RENT SUBSIDY – Downtown District

A. Purpose

The Town of Franklin desires to attract and help to contribute to the success of businesses who choose to invest in the community. The purpose of the Rent Subsidy Program is to provide an economic incentive to:

1. Assist businesses to become established within the Downtown of Franklin; and
2. Encourage "pedestrian-oriented" businesses which generate foot traffic during regular business hours.

Rent Subsidies will be offered on a first-come, first-served basis for new businesses in the Town of Franklin Downtown district. Funds are available once per business as funding is available.

B. Eligibility Requirements and Restrictions

1. This program is limited to businesses locating within the Downtown with a minimum 2-year lease required.

2. The proposed leased space may not be occupied by the business, with or without a lease, prior to approval under the program. The program is not available for existing signed leases.

3. Property owners are not eligible to lease space from themselves, relatives or related business entities.

4. All requests for rental assistance must be accompanied by a proposed lease agreement that defines the landlord-tenant relationship and includes the following:

   a. a description of the space being rented
   b. utilities included and not included
   c. rental rate and deposits required, along with terms of lease and methodology for any rent increases
   d. abilities to terminate and consequences of default

5. All town taxes for a building where grant funds are requested must be current and paid in full. For any building with delinquent town taxes for years prior to the rent subsidy cycle year, the owner(s) must attach a receipt to show ad valorem taxes are current.

6. The business must be in operation a minimum of 40 hours per week and open to the general public to qualify for the subsidy.

7. Rental subsidy will not be paid if tenant discontinues the business, moves the business, breaks any provisions of the lease agreement, or fails to comply with any and all building, fire, health or zoning codes or regulations applicable to the business.

8. The responsibility for all rental payments is between the contracted parties to the lease, the tenant and the landlord.

9. Businesses who would qualify for this incentive, include but may not be limited to:

   a. Eating/Drinking Establishments (Restaurants, Cafes, etc.)
   b. Artisan Shops (hand crafted durable and non-durable goods)
   c. Clothing/Apparel Stores
   d. Drug Stores/Sundries

C. Grant Award Amount

Rent subsidies up to 50% of rental rate (subsidy amount not to exceed $500 per month) are paid quarterly during the first full year of operation. Subsidies will not accrue during renovations or construction. A business that receives rent subsidy funding during a fiscal year shall be prohibited from making subsequent applications for funding in following years. There is a maximum $6,000 award per business and is a one-time offering.

Funds will be distributed to the business within thirty (30) days of receipt of a letter from the business requesting such payment and with acknowledgement from the landlord that all rents have been paid in accordance with the terms of the lease agreement.

*This grant may be paired with other grants provided that that total amount of funding does not exceed $7,500 total for the business or property owner.

SIGN GRANT PROGRAM - All Businesses Districts

A. Purpose

The Town of Franklin prides itself on its charm and appeal. This sign grant program provides an incentive that allows businesses to invest in quality, visually appealing signs and upgrade faded, old or outdated signage and enhance the aesthetic appeal of the area. This grant is available to all businesses within the Town of Franklin and will be limited to ten (10) applications annually.

B. Eligibility Requirements and Restrictions

1. Prior to designing or purchasing a sign or sign structure, the business owner or tenant shall meet with the Town Planner to discuss proposed signage requirements and restrictions including any need for permits.
2. Signs should be consistent with design guidelines, streetscapes and enhance the pedestrian experience.
3. The property owner and/or tenant will be responsible for the maintenance of the signage from the project completion or until such time as the building is sold or the tenant changes.
4. All town taxes for a building where grant funds are requested must be current and paid in full. For any building with delinquent town taxes for years prior to the grant cycle year, the owner(s) must attach a receipt to show all taxes are current.

C. Grant Award Amount

This grant program provides 50% of the sign cost up to $500. Only after the proposed scope of work has been completed and reimbursement request information submitted will the Town of Franklin provide reimbursement for approved expenditures.

*This grant may be paired with other grants provided that that total amount of funding does not exceed $7,500 total for the business or property owner.

DESIGN GRANTS – All Business Districts

A. Purpose

This is an incentive to encourage professional design projects which capitalize on the rehabilitation of existing properties and/or the introduction of new building and/or façade design. This program is intended to encourage further private reinvestment in existing buildings and promotes appropriate and attractive design projects that preserve the architectural character of Franklin.

B. Eligibility Requirements and Restrictions

1. Available only to building owners or tenants (with building owner's written consent).
2. The building must be located within the Downtown.
3. Utilize the design service available through the NC Main Street Program which should be organized by the Main Street Coordinator.

Eligible expenditures include:

1. Measured drawings;
2. Schematic design;
3. Rendered sketches of interior and/or exterior;
4. Floor plans draw to scale;
5. Preliminary scope of work and cost estimates; and/or
6. Construction documents.

Ineligible expenditures include:

1. Construction costs

C. Grant Award Amount

This grant program provides 50% of the architectural or design costs not included in the design services provided by the NC Main Street Program up to $500. Upon completion of professional architectural and/or design services, copies of paid statements for design work completed must be submitted to the Town of Franklin. Only after the proposed scope of work has been completed and reimbursement request information submitted will the Town of Franklin provide reimbursement for approved expenditures.

*This grant may be paired with other grants provided that that total amount of funding does not exceed $7,500 total for the business or property owner.

OTHER POTENTIAL INCENTIVES – All Business Districts

Granting/Reimbursement of Various Fees including Utility (Water/Sewer) Connection Fees

Depending upon the business that may be locating to Franklin there could be a potential for fees and costs that were not considered in their business plan. For example: zoning approval, a conditional use permit or rezoning, sign permit, building upfit to properly meet building codes requiring multiple inspections and reviews, and utility (water/sewer) connection. There is a potential to grant a portion the cost of these smaller but still significant costs to the business owner.

Grant reimbursements for fees are available on a first-come, first-served basis for new businesses who are located in the Town of Franklin. The grant would be a one-time 50/50 reimbursable grant to a maximum of $500.00.

*This grant may be paired with other grants provided that that total amount of funding does not exceed $7,500 total for the business or property owner.

APPLICATION PROCESS

The application process for all grants shall be as follows:

1. Applicant must complete the grant application including appropriate business, building/property owner's information.

2. Applications will be inspected by designated Town of Franklin personnel to ensure completeness. The Main Street Coordinator will recommend to the Town Manager to either recommend to the Town Council approval or denial of an application as submitted.

3. After a decision has been made the applicant will receive both a phone call and a notification letter concerning the approval or denial of the application.

4. Work must fully follow plans and renderings as approved by the Town Planner/Code Enforcement Officer and work must be completed within one hundred and eighty (180) days of the date of project approval.

REIMBURSEMENT

Upon completion, copies of paid statements along with photos of the completed work must be submitted to the Town of Franklin. Failure to submit a reimbursement request along with paid statements within three (3) months of the date of project completion may result in forfeiture of potential reimbursement funds.

EXTENSION

Applicants may be granted an extension, upon written request, if they have a compelling reason(s) based on extenuating circumstances for why they were unable to complete the work within the contracted period. All extensions must be approved by the Town Council.

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 4-D

Department/Agency: Planning

Subject Matter: Refer Rezoning Application to Planning Board

Department Head's Comments/Recommendation: Refer to Planning Board

Town Manager's Comments/Recommendation: N/A

This is a requested rezoning for property PIN# 6585920625, located at 25 Teaberry Lane. The request is to rezone from Residential R1 to Commercial C1. The Planning Board may review at their October meeting.

Suggested Motion: If favorable – forward the rezoning application to the Planning Board, as presented.

Attachments: Yes _X_ No __

Action Taken: _____

Town of Franklin

Petition for Rezoning

P.O. Box 1479
Franklin, NC 28744
Phone: 282-524-2516

Name of Applicant Sandy Jones

Address of Applicant 25 Teaberry Ln. Franklin, NC. 28734

Owner of Property Sandy Jones / Kenneth Ray Jones

Location of Property Teaberry Ln. Size of Property 1.300

Parcel Number 6585920625 Tax Map Number _____ ☑ in Town ☐ in ETJ

Current Zoning Designation: R1

Current Use parking Change in Use C1

Current Development on all Adjoining Lots:

North R1

South R1

East R1

West R1

Site served by Municipal Water Yes _____ No ✓

Site served by Municipal Sewer Yes _____ No ✓

Petitioner is required to submit three (3) copies of a registered survey indicating the exact boundary lines of the parcel to be rezoned, the names of the owners of adjoining properties, and the location of any existing buildings on the subject property.

I certify that all information provided in this application is accurate to the best of my knowledge, information, and belief. Furthermore, by signing this request, I agree to pay for advertising costs associated with this petition.

Sandy Jones
Signature of Applicant

9-9-2026
Date

OFFICE USE ONLY

On _____ the Planning Board recommended that this petition be Approved ☐ Denied ☐

_____
Chairman

On _____ the Board of Aldermen held a Public Hearing concerning this request. By vote of _____ the Board they Approved ☐ Denied ☐

_____ Attest: _____
Mayor Clerk

Macon County Parcel Information

JONES, KENNETH
25 TEABERRY LANE
Address 2
FRANKLIN NC 28734

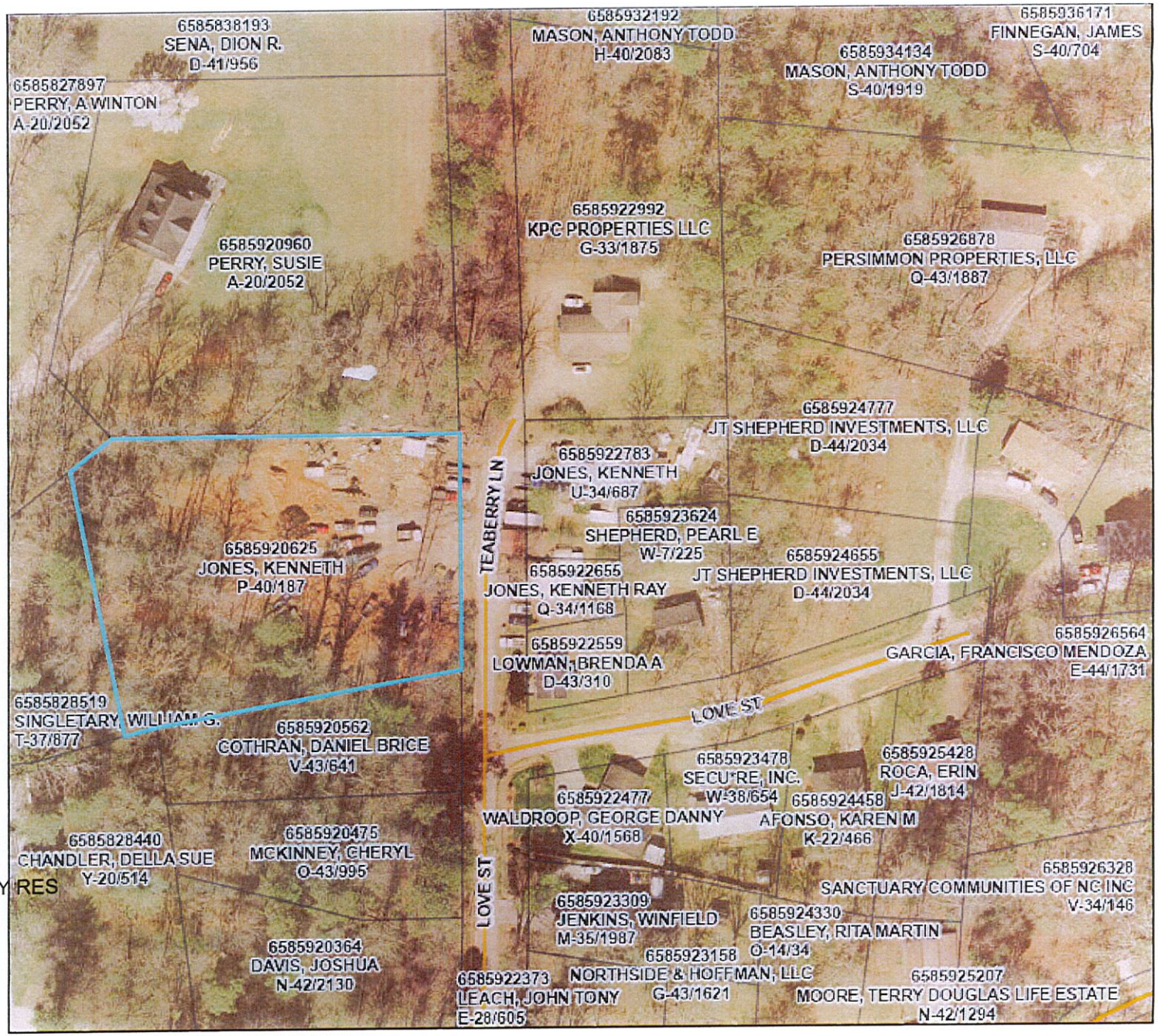
Property Address
TEABERRY LN
LOVE STREET

Tax ID: TaxID
PIN: 6585920625
Acreage: 1.3
Elevation: 2119
Topo Desc: ROLLING
Utilities: PS,PW

Deed Ref: P-40/187
ate Recorded: DATE_RECORDED_STRING
Sale Price: 25000

uilding Value: 0
Land Value: 27860
Deferment: 0
Exemption: EXEMPTION
sessed Value: 27860
.ast Appraisal: 1655251200000

Fire District: FRANKLIN FIRE DISTRICT
Township: FRANKLIN CITY
Zoning: FRANKLIN MEDIUM DENSITY RES
Subdivision: SUBDIV_DESC
leighborhood: 12038



0.01 0.02 0.04 mi
0.02 0.04 0.07 km

Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

1:

September 10, 2026

Macon County Parcel Information

JONES, KENNETH
25 TEABERRY LANE
Address 2
FRANKLIN NC 28734

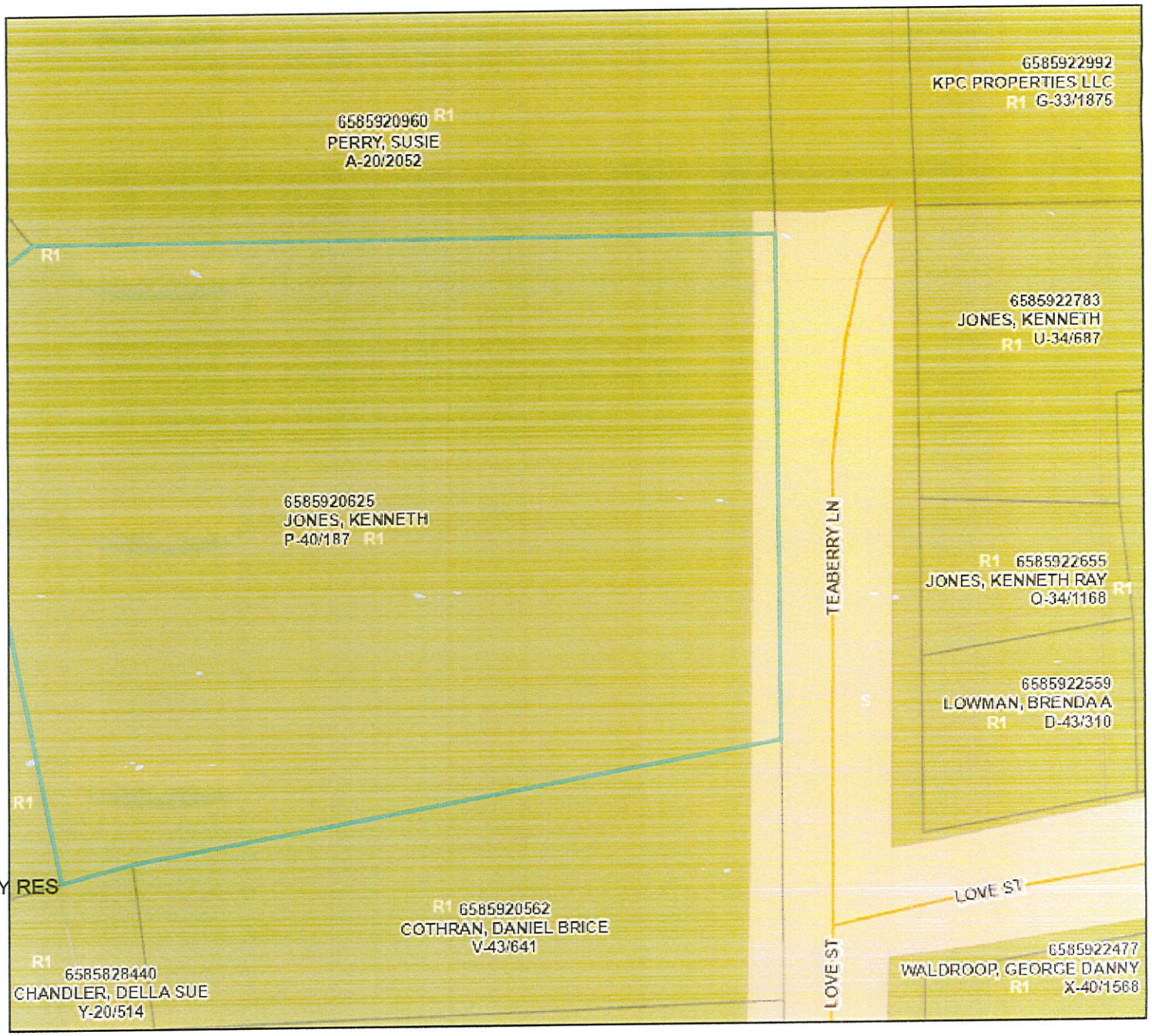
Property Address
TEABERRY LN
LOVE STREET

Tax ID: TaxID
PIN: 6585920625
Acreage: 1.3
Elevation: 2119
Topo Desc: ROLLING
Utilities: PS,PW

Deed Ref: P-40/187
Date Recorded: DATE_RECORDED_STRING
Sale Price: 25000

Building Value: 0
Land Value: 27860
Deferment: 0
Exemption: EXEMPTION
Assessed Value: 27860
Last Appraisal: 1655251200000

Fire District: FRANKLIN FIRE DISTRICT
Township: FRANKLIN CITY
Zoning: FRANKLIN MEDIUM DENSITY RES
Subdivision: SUBDIV_DESC
Neighborhood: 12038



0.01 0.01 0.02 mi
0.01 0.01 0.03 km

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1:

September 16, 2026

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 5-A-B

Department/Agency: Police/Planning

Subject Matter: Introductions

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

A.) Officer Dillon McCall – introduction by Police Chief Devin Holland

B.) Town Planner Callie Barnett – introduction by Assistant Town Manager/Finance Director Sarah Bishop

Suggested Motion: For information only.

Attachments: Yes ____ No _X_

Action Taken: _____

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 7 A-C

Department/Agency: Town Council

Subject Matter: Items from Council

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

A.) Appointment of Main Street Director to Macon County Economic Development Commission – Mayor Stacy J. Guffey

B.) Appointment of Councilman Jeff Berry as Entertainment and Events Liaison – Mayor Stacy J. Guffey

C.) Other Items from Town Council Members

Suggested Motion: For information only.

Attachments: Yes _X_ No __

Action Taken: _____

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 8-A

Department/Agency: Administration/Town Council

Subject Matter: Request approval of Task Order 2 and budget amendment for Main Street Transformation Project

Department Head's Comments/Recommendation:

Town Manager's Comments/Recommendation: Recommend approval.

The Town issued an RFQ for the Main Street Transformation Project in November 2025 and John R. McAdams Company ("McAdams") and Toole Design were chosen to work on the project. Both firms worked together to develop a scope of service for phase I of the project under task order 1 through June 30, 2026. As the first task order has now been completed, Task Order 2 has been recommended.

Downtown Franklin is preparing for two changes at once. In the near term, the North Carolina Department of Transportation (NCDOT) has a resurfacing project programmed on Main Street, which gives the Town a narrow, low-cost window to reset the curb-to-curb space through pavement markings and other resurfacing-compatible changes. In the longer term, the Town wants to know whether downtown circulation can work differently, and what Main Street could become if it does. Task Order 2 answers four questions for the Town:

- What can change with the resurfacing project, and what does that look like on the ground?
- How can traffic move through downtown, and is two-way operation on Main Street workable?
- What should Main Street become over the long term, once circulation is settled?
- What does the Town do next to fund, permit, and build it?

The NCDOT resurfacing study area for line work deliverables covers Main Street between Depot Street and Porter Street. The placemaking work timed with the NCDOT resurfacing project will identify opportunities on connecting streets, but will not include NCDOT level line work. Line work and placemaking for Palmer

Street is not included in the resurfacing line work. A Stewart Street concept plan is included in the Town-led improvement area and includes traffic analysis extends to the signalized and unsignalized intersections leading to Main Street.

Task Order 1 established the project foundation: early vision work, the community design workshop, initial concept direction, and early coordination with NCDOT Division 14. Task Order 2 carries that work forward rather than revisiting it. There is no duplication of services from Task Order 1.

During the FY 2026/2027 process, a line-item amount of $200,000 was included in the budget for Task Order 2. Based on the scope of services recommended in Task Order 2, the total cost has been updated as $229,546.00. A budget amendment of $29,546 would be required to fulfill Task Order 2.

Suggested Motion: If (favorable) approve the scope of service for task order 2 of the Main Street Transformation Project and the subsequent budget amendment, as presented.

Attachments: Yes _X_ No ___

Action Taken: _____

MCADAMS

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

SPEC25755.02

September 24, 2026

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

RE: Downtown Franklin Main Street Redesign - Task Order 2
Franklin, North Carolin
SPEC25755.02

Dear Amie,

McAdams is pleased to offer this Scope of Work for planning, transportation analysis, engagement, and concept design services related to the Town of Franklin's Main Street Redesign (the Project), Task Order 2 (TO2). This phase builds on the visioning, early concept development, and agency coordination completed under Task Order 1 and advances both near-term resurfacing recommendations and a longer-range circulation and transformation strategy.

Project Understanding

Study Purpose and Study Area

Downtown Franklin is preparing for two changes at once. In the near term, the North Carolina Department of Transportation (NCDOT) has a resurfacing project programmed on Main Street, which gives the Town a narrow, low-cost window to reset the curb-to-curb space through pavement markings and other resurfacing-compatible changes. In the longer term, the Town wants to know whether downtown circulation can work differently, and what Main Street could become if it does. Task Order 2 answers four questions for the Town:

- What can change with the resurfacing project, and what does that look like on the ground?
- How can traffic move through downtown, and is two-way operation on Main Street workable?
- What should Main Street become over the long term, once circulation is settled?
- What does the Town do next to fund, permit, and build it?

The NCDOT resurfacing study area for line work deliverables covers Main Street between Depot Street and Porter Street. The placemaking work timed with the NCDOT resurfacing project will identify opportunities on connecting streets, but will not include NCDOT level line work. Line work and placemaking for Palmer Street is not included in the resurfacing line work. A Stewart Street concept plan is included in the Town-led improvement area. Traffic analysis extends to the signalized and unsignalized intersections identified in Task 4.

Relationship to Task Order 1

Task Order 1 established the project foundation: early vision work, the community design workshop, initial concept direction, and early coordination with NCDOT Division 14. Task Order 2 carries that work forward rather than revisiting it.

The TO1 vision and workshop findings become the design input for the resurfacing concept in Task 2, the evaluation lens for circulation alternatives in Task 4, and the starting point for the long-range transformation concept in Task 5. Task Order 2 does not reopen the visioning process or repeat TO1 engagement.

Assumptions

- This Scope of Services covers Task Order 2 and builds on work completed under Task Order 1. Work completed under TO1 is not repeated.
- McAdams serves as prime consultant. Toole supports concept development and leads transportation analysis tasks as identified in the scope below.
- Unless noted otherwise, each document deliverable includes one review cycle: draft delivery, one consolidated set of Town comments, and preparation of the final deliverable. Additional review cycles are an additional service.
- Meetings include reasonable preparation, meeting materials, attendance, and concise documentation or action notes. Agendas and materials are provided in advance of each PMT and Steering Committee meeting, and summary notes follow within five business days.
- Meeting and workshop counts stated in each task are maximums. Virtual meetings are assumed unless the task specifically identifies in-person attendance.
- The Town leads local logistics, including securing facilities, inviting participants, promoting public activities, and posting consultant-provided website content.
- Concept plans are planning-level and schematic. They are prepared on available aerial imagery, GIS parcel and right-of-way data, and prior survey (if available). No new field survey is included, and concept dimensions are approximate and subject to confirmation during final design.
- Traffic analysis is a screening-level operational test, not final design approval. Future 20-year growth forecasting is excluded unless added by written authorization.
- Traffic data collection assumes turning movement counts at seven intersections and seven-day volume, classification, and speed counts at two locations, with prior data used at two additional intersections. Count periods will be finalized with the Town before collection begins.
- Cost estimates are planning-level opinions of probable cost prepared for budgeting and funding pursuit. They are not bid estimates and do not reflect final quantities.
- Deliverables are provided electronically in PDF, with CAD linework provided in .dwg format where specifically identified.
- The schedule begins in late September 2026. Resurfacing concept activities are prioritized in fall 2026 to meet NCDOT coordination needs, followed by long-range circulation, transformation concept, and final documentation activities in 2027.
- Final dates will be coordinated with the Town, NCDOT, the Project Management Team, and the Steering Committee. Schedule depends on NCDOT review turnaround, which is outside McAdams control.
- The Town of Franklin has identified specific street furniture such as benches, waste receptacles, street lights, and outdoor tables. Therefore, the design palette will not include these elements.
- Although precedent images will be provided for wayfinding signs, this scope does not include a wayfinding plan.
- A signing plan is not included for the resurfacing project.

Proposed Services + Fees

We propose the following services. Each task identifies the lead firm, the work to be performed, and the deliverables the Town will receive. The A14.XX task codes are for McAdams's internal tracking purposes.

Task 1: Project Management

A14.10 PROJECT MANAGEMENT

FEE: $18,133

McAdams will manage the TO2 effort from notice to proceed through final deliverable acceptance. Project management covers team coordination, schedule and budget tracking, decision and action tracking, quality review of deliverables before they reach the Town, and routine progress reporting. Because the resurfacing concept is tied to an NCDOT schedule the Town does not control, project management attention in fall 2026 is focused on protecting that milestone.

TASK 1.1 INTERNAL TEAM COORDINATION MEETINGS (MCADAMS + TOOLE)

McAdams lead, Toole participating.

McAdams and Toole will hold up to eight (8) one-hour virtual internal coordination meetings across the TO2 period. These meetings sequence technical work between the planning, urban design, and traffic disciplines, resolve issues before they reach the Town, and prepare the team for PMT, NCDOT, and public touchpoints.

Deliverables:

- Up to eight (8) one-hour virtual internal team coordination meetings.

TASK 1.2 PMT COORDINATION MEETINGS

McAdams lead, Toole participating.

The project team will hold up to eight (8) one-hour virtual Project Management Team (PMT) meetings with Town staff. Each meeting reviews progress against schedule and budget, confirms direction on open questions, previews upcoming deliverables, and coordinates engagement and agency milestones. McAdams will prepare an agenda and supporting materials in advance of each meeting and will issue concise action notes afterward.

Deliverables:

- Up to eight (8) one-hour virtual PMT coordination meetings.
- Agenda and supporting materials for each meeting.
- Action notes following each meeting.

TASK 1.3 MONTHLY PROGRESS REPORTS AND INVOICING

McAdams lead.

McAdams will prepare monthly progress reports and invoices. Each progress report summarizes work completed, work planned for the coming month, percent complete by task, decisions needed from the Town, and any schedule or scope issues that require attention.

Deliverables:

- Monthly progress reports and invoices.

TASK 1.4 INTERNAL COORDINATION WORKSHOP

McAdams lead, Toole participating.

The consultant team will hold one (1) 1.5-hour virtual workshop early in the TO2 period to align the resurfacing, urban design, circulation, and implementation components of the work. The workshop confirms what the resurfacing concept must resolve, what the circulation analysis must test, how the two connect to the long-range transformation concept, and what each discipline needs from the others and when.

Deliverables:

- One (1) 1.5-hour virtual internal coordination workshop.
- Workshop summary identifying technical approach and interdependencies.

Task 2: Main Street Resurfacing

A14.20 MAIN STREET RESURFACING

FEE: $56.903

The project team will translate the NCDOT resurfacing limits and the TO1 vision into a coordinated resurfacing concept for Main Street that NCDOT can carry into its plans. Work includes building a working CAD base from available NCDOT and Town information, developing and refining the concept through two draft rounds with PMT and NCDOT review at each round, and delivering final plans and electronic files. McAdams will also develop the Town-led improvements that sit outside the NCDOT project, including design and materials palette, focus area concept plan, planning-level costs, and an implementation summary.

The distinction between NCDOT-led and Town-led work is carried through every deliverable in this task. Plans will clearly identify which elements are proposed for inclusion in the NCDOT resurfacing contract, which require a municipal agreement or encroachment, and which the Town would deliver separately.

TASK 2.1 CONCEPT MAP AND WORKING CAD BASE

Toole lead, McAdams supporting.

The team will assemble a working CAD concept base for the corridor from NCDOT resurfacing files and supporting information, aerial imagery, GIS parcel and right-of-way data, and available prior survey or plan sheets. The base will show existing curb lines, travel lane layout, crosswalks and curb ramps, signal locations, drainage structures, and building face or sidewalk edge, at a level sufficient for concept design. As parking is projected to change, only portions of existing parking will be shown on the base.

Deliverables:

- Working CAD concept base for the Main Street corridor.
- Summary of NCDOT resurfacing limits and the elements that can change within them.

TASK 2.2 PMT PLANNING WORKSHOP

Toole lead, McAdams supporting.

The team will facilitate one (1) 1.5-hour virtual PMT planning workshop to set direction for the resurfacing concept before design begins. The workshop confirms priorities and tradeoffs, including on-street parking supply, loading and delivery access, pedestrian crossing locations and spacing, curb extension opportunities, street trees and planting areas, bicycle accommodation, emergency and service vehicle access, and outdoor dining or sidewalk activity.

Deliverables:

- One (1) 1.5-hour virtual PMT planning workshop.
- Workshop summary documenting design priorities, constraints, and evaluation criteria.

TASK 2.3 DRAFT 1 RESURFACING CONCEPT PLAN AND PMT REVIEW

Toole lead, McAdams supporting.

The team will prepare the first draft resurfacing concept plan for the corridor. The draft will show proposed lane assignment and widths, on-street parking layout with a stall count compared to existing conditions, crosswalk and curb ramp locations, curb extension or painted bulb-out opportunities, street trees and planting areas, bicycle accommodation where feasible, and loading and accessible parking placement. Representative typical cross sections will illustrate how the curb-to-curb space is allocated at typical points along the corridor. The team will facilitate one (1) virtual PMT review of the draft and document comments for resolution.

Deliverables:

- Draft 1 resurfacing concept plan (PDF), including representative typical cross sections and a parking supply comparison.
- One (1) virtual PMT review meeting.
- Comment log from PMT review.

TASK 2.4 NCDOT REVIEW MEETING AND COMMENT RESOLUTION

Toole lead, McAdams supporting.

The team will meet with NCDOT Division 14 to review the draft concept, confirm which elements can be carried in the resurfacing contract, and identify anything that requires a municipal agreement, encroachment agreement, or separate Town delivery. The team will document NCDOT comments and prepare responses for the next draft.

Deliverables:

- One (1) NCDOT review meeting.
- Written comment and response log.

TASK 2.5 DRAFT 2 RESURFACING CONCEPT PLAN AND PMT REVIEW

Toole lead, McAdams supporting.

The team will revise the concept to respond to PMT and NCDOT comments from the first round and will facilitate one (1) virtual PMT review of the revised draft.

Deliverables:

- Draft 2 resurfacing concept plan (PDF).
- One (1) virtual PMT review meeting.
- Updated comment log.

TASK 2.6 SECOND NCDOT REVIEW MEETING AND COMMENT RESOLUTION

Toole lead, McAdams supporting.

The team will meet with NCDOT Division 14 a second time to confirm that the revised concept is acceptable for coordination with the resurfacing project and to resolve remaining comments. This meeting is intended to close out NCDOT technical questions before the concept is finalized.

Deliverables:

- One (1) NCDOT review meeting.
- Final comment and response log.

TASK 2.7 FINAL RESURFACING CONCEPT PLAN AND ELECTRONIC FILES

Toole lead, McAdams supporting.

The team will incorporate community, PMT, and NCDOT input into a final resurfacing concept plan and will package the associated electronic files for NCDOT use. The final plan will note striping and marking assumptions, the final parking count, and any elements the Town intends to deliver outside the NCDOT contract.

Deliverables:

- Final resurfacing concept plan (PDF).
- Electronic .dwg linework files suitable for NCDOT coordination.
- Final parking supply tally and marking notes.

TASK 2.8 CONCEPT PLAN FOCUS AREA

McAdams will prepare a concept plan for the focus area that includes the intersections of Main and Phillips Streets, Phillips Street to Stewart Street and Stewart Street to the town-owned parking area between Stewart and Palmer Streets. This will illustrate how the design palette can be applied to reinforce the "Town Square" motif. The intent is to show how to develop this focus area to create a visually connected and pedestrian-oriented street that promotes the use of parking areas off Main Street and enhances pedestrian connections.

Deliverables:

- Concept plan will be a (PDF), with supporting precedent images.

TASK 2.9 DESIGN AND MATERIALS PALETTE

McAdams lead.

McAdams will develop a design and materials palette for downtown improvements so that work delivered over time by different parties still reads as one coordinated streetscape. The palette will address paving and crosswalk treatments, parklets, shade structures, planters, and a landscape palette. Lighting will only identify "string" style lighting over a plaza. Included in this is a "mood board" for history trail markers and other wayfinding sign concepts to capture a recommended character. Precedent images will illustrate the intended look and feel and establish a consistent color and material direction.

Deliverables:

- Mood board showing materials palette.
- Precedent images of palette items.

TASK 2.10 MATERIALS RESEARCH AND VENDOR COORDINATION

McAdams lead.

McAdams will spend up to twenty (20) hours researching specific products and coordinating with potential vendors to confirm that palette selections are available, durable, and reasonably priced. This effort supports the development of the proposed resurfacing plan as well as realistic cost estimating in Task 2.11 and gives the Town a defensible basis for future procurement. Work beyond the twenty-hour allowance requires written authorization.

Deliverables:

- Up to twenty (20) hours of materials research and vendor coordination.
- Summary of product options, representative pricing, and lead time considerations.

TASK 2.11 COST ESTIMATES FOR TOWN-LED IMPROVEMENTS

McAdams lead.

McAdams will prepare planning-level opinions of probable cost for the Town-led improvements, elements from the design palette, and other corridor elements that fall outside the NCDOT resurfacing project. Estimates will be organized so the Town can see costs by element type , and will include appropriate contingency allowances at a planning-level scale.

Deliverables:

- Planning-level opinions of probable cost for Town-led improvements.

TASK 2.12 IMPLEMENTATION SUMMARY MEMORANDUM

McAdams lead, Toole supporting.

McAdams will prepare a short implementation memorandum that outlines what happens next, in what order, and who is responsible. The memorandum will cover sequencing relative to the NCDOT resurfacing schedule, which improvements must be decided before letting and which can follow, agreements or approvals likely to be required, and near-term funding considerations for Town-led elements.

Deliverables:

- Implementation summary memorandum (PDF).

Task 3: Stakeholder + Public Engagement

A14.30 STAKEHOLDER + PUBLIC ENGAGEMENT

FEE: $34,765

The project team will continue the engagement process established under TO1. Engagement in TO2 serves three purposes: report back on what the community said during TO1, test the resurfacing concept with the people who use and do business on Main Street, and build understanding of the long-range circulation and transformation options before Council is asked to act.

Engagement is organized in two rounds that track the technical work. Round one covers the resurfacing concept in fall 2026. Round two covers the long-range circulation and transformation concepts in 2027. Each round pairs a Steering Committee review with an in-person public and Council touchpoint, so the committee sees material before it goes public. The Town leads all local logistics, including venue, invitations, notification, and website posting.

TASK 3.1 TASK ORDER 1 WORKSHOP SUMMARY AND REPORT-OUT

McAdams lead, Toole Supporting.

McAdams will organize the results of the TO1 community design workshop into a concise summary the Town can use in TO2 decision-making and public communication. The summary will document what was heard, where participants agreed, where they did not, and how those findings carry into the resurfacing and long-range work.

Deliverables:

- TO1 workshop summary and report-out materials (PDF).

TASK 3.2 STEERING COMMITTEE MEETING #2: DRAFT RESURFACING CONCEPT

McAdams lead, Toole supporting.

The team will facilitate one (1) virtual Steering Committee meeting to review and comment on the draft resurfacing concept. The meeting will walk through the design priorities set in Task 2.2, what the concept does and does not change, and the tradeoffs the committee should weigh before the concept goes to the public.

Deliverables:

- One (1) virtual Steering Committee meeting with materials and summary of input.

TASK 3.3 IN-PERSON PUBLIC ENGAGEMENT: RESURFACING CONCEPT REVIEW WITH COUNCIL

McAdams lead, Toole supporting.

The team will prepare for and attend one (1) in-person engagement activity in Franklin focused on the resurfacing concept, structured to reach both the public and Town Council. McAdams will prepare display boards, a short presentation, and a simple comment tool, and will facilitate discussion. The team will document input and identify the changes the input suggests before the concept is finalized.

Deliverables:

- One (1) in-person public and Town Council engagement activity.
- Display boards, presentation materials, and comment tools.
- Summary of input received and recommended concept responses.

TASK 3.4 STEERING COMMITTEE MEETING #3: LONG-RANGE PLAN

McAdams lead, Toole supporting.

The team will facilitate one (1) virtual Steering Committee meeting to review and comment on the long-range circulation findings and the emerging transformation concept, including what the traffic analysis showed about two-way operation and what each option would mean for downtown.

Deliverables:

- One (1) virtual Steering Committee meeting with materials and summary of input.

TASK 3.5 IN-PERSON PUBLIC ENGAGEMENT: LONG-RANGE PLAN REVIEW WITH COUNCIL

McAdams lead, Toole supporting.

The team will prepare for and attend one (1) in-person engagement activity in Franklin focused on the long-range circulation and transformation concepts, structured to reach both the public and Town Council. Materials will present the circulation options in plain language, including what changes for drivers, businesses, and people on foot under each option, and will be supported by graphics prepared for a general audience.

Deliverables:

- One (1) in-person public and Town Council engagement activity.
- Display boards, presentation materials, and comment tools.
- Summary of input received.

TASK 3.6 PUMPKIN FEST PREPARATION AND ATTENDANCE

McAdams lead.

The team will prepare for and attend Pumpkin Fest as a project engagement opportunity, using the event to reach residents and visitors who do not attend formal meetings. McAdams will prepare event-appropriate materials and a low-effort input activity and will staff the project presence during the event.

Deliverables:

- Preparation and consultant attendance at Pumpkin Fest.
- Event materials and input activity.
- Summary of input received.

TASK 3.7 WEBSITE CONTENT UPDATES

McAdams lead.

McAdams will prepare up to four (4) website content updates for the Town to post, timed to project milestones such as the release of the resurfacing concept and the completion of the circulation analysis. Content will be written in plain language for a general audience. The Town is responsible for posting and for website maintenance.

Deliverables:

- Up to four (4) website content updates provided to the Town for posting.

TASK 3.8 ENGAGEMENT SUMMARY APPENDIX

McAdams lead.

McAdams will prepare a consolidated engagement appendix documenting the engagement conducted under TO2, the input received at each touchpoint, and how that input shaped the resurfacing concept and long-range recommendations. The appendix supports future funding applications that require a documented public process.

Deliverables:

- Engagement summary appendix (PDF).

Task 4: Long-Range Circulation Plan - How Can Traffic Move?

A14.40 LONG-RANGE CIRCULATION PLAN

FEE: $56,040

The project team will evaluate downtown traffic circulation at a screening level and translate the findings into concept-level circulation plans for Main Street and Palmer Street. The central question is whether traffic can be redistributed to allow a different operating pattern downtown, including two-way operation, and what that would require at the intersections that carry the change. The analysis is intended to support planning decisions and inform future NCDOT coordination, not to serve as final design approval.

TASK 4.1 TRAFFIC DATA COLLECTION, ANALYSIS, AND FINDINGS SUMMARY

McAdams lead, Toole supporting. Fee for this subtask is carried as a separate data collection and analysis allowance in the fee schedule.

The team will collect and analyze traffic data at the study intersections and roadway segments listed below, document existing operations, and test how traffic could move under a different downtown configuration.

Data collection:

- Turning movement counts (six hours per intersection) at seven (7) intersections: W Palmer Street at Porter Street; E Palmer Street at Phillips Street; E Main Street at Riverview Street; E Main Street at Iotla Street / Phillips

Street; W Main Street at Harrison Avenue; W Main Street at Porter Street; and NE Main Street at E Rogers Street / E Main Street.
- Previously collected data used at NE Main Street at Depot Street and E Main Street at Depot Street.
- Seven-day volume, classification, and speed counts at two (2) roadway locations.
- Two peak periods, anticipated as weekday AM and PM, or weekday AM and Saturday mid-day. Periods will be finalized with the Town before collection.
- Turning movement counts at three (3) additional signalized intersections in the Depot Street and Lakeside area: (East Main St @ Lakeside / NE Main St; NE Main St @ Depot St; and E Main St @ Depot St). These intersections will not be included in the analysis.

Analysis:
- Existing conditions operational analysis at the study intersections, documenting delay, level of service, and queuing under current operation.
- Two-way conversion screening test using existing traffic volumes to determine whether two-way operation is workable without capacity improvements.
- Scenario analysis examining how traffic would distribute and function under alternative downtown configurations, and identifying the intersections that constrain each option.
- Technical findings summary documenting methodology, assumptions, results, and the operational implications of each configuration tested.

Optional data collection and analysis (if authorized in writing):
- Redistribution of traffic for two-way flow from Depot Street to Highlands Road, with modeling of complex signal phasing where required.
- Additional scenarios evaluating two-way operation across both bridge crossings, two-way operation on a single crossing, and a roundabout alternative.

Deliverables:
- Turning movement counts at seven (7) intersections for the selected collection periods.
- Seven-day volume, classification, and speed counts at two (2) locations.
- Existing conditions operational analysis.
- Two-way conversion screening test.
- Scenario analysis and technical findings summary.

TASK 4.2 INTERNAL COORDINATION WORKSHOP

McAdams and Toole.

The consultant team will hold one (1) 1.5-hour virtual internal workshop to review the technical findings and agree on the circulation concepts worth carrying forward. The workshop connects the operational results to the design implications on Main Street and Palmer Street so the concepts that follow are both workable and consistent with the community vision.

Deliverables:
- One (1) 1.5-hour virtual internal coordination workshop.

TASK 4.3 PMT PLANNING WORKSHOP

McAdams lead, Toole supporting.

The team will facilitate one (1) one-hour virtual PMT planning workshop to present the technical findings in plain language, confirm which circulation concepts the Town wants developed, and agree on the level of detail needed for Council and public discussion.

Deliverables:

- One (1) one-hour virtual PMT planning workshop with materials and summary.

TASK 4.4 CONCEPT CIRCULATION PLANS FOR MAIN STREET AND PALMER STREET

McAdams lead, Toole supporting.

McAdams will prepare concept-level circulation linework for one (1) alternative on a roll plot for Main Street and Palmer Street reflecting the configuration or configurations carried forward for the alternative identified from Task 4.3. The concept plan will show lane assignment and directional operation, high-level intersection configuration and turn movements, on-street parking implications, pedestrian crossing locations, and the changes each street would need to absorb its role. The concept plan will be prepared at a concept level suitable for public discussion, conceptual cost estimating, and future NCDOT coordination.

Deliverables:

- Concept-level circulation plan for Main Street and Palmer Street (PDF roll plot), including intersection-level graphics at locations where configuration changes.

TASK 4.5 HIGH-LEVEL COST ESTIMATES

McAdams lead, Toole supporting.

McAdams will prepare high-level cost estimates for the one (1) circulation concept developed in Task 4.4, organized so the Town can understand which elements drive cost. Estimates will distinguish low-cost measures such as signing and marking from capital items such as signal modification, curb work, or structural elements.

Deliverables:

- High-level cost estimates for one (1) circulation concept, with major cost drivers identified.

TASK 4.6 CIRCULATION TECHNICAL MEMORANDUM

McAdams lead, Toole supporting.

The team will document the circulation work in a technical memorandum covering data collected, methodology and assumptions, existing conditions, the configurations tested and how each performed, cost implications, and recommendations. The memorandum is written to serve two audiences: Town staff and Council who need a clear recommendation, and future funding reviewers (NCODT, Southwestern RPO) who need the technical basis behind it.

Deliverables:

- Circulation technical memorandum (PDF), including concept plans and cost estimates as attachments.

Task 5: Long-Range Main Street Transformation Concept

A14.50 TRANSFORMATION CONCEPT

FEE: $36,570

Building on the circulation analysis, the community vision, and the resurfacing work, the project team will prepare a long-range Main Street transformation concept suitable for future programming and agency coordination. The concept shows what Main Street becomes once circulation questions are resolved and capital investment is possible, and it identifies a practical path from the near-term resurfacing project to that outcome.

TASK 5.1 DRAFT MAIN STREET TRANSFORMATION CONCEPT

Toole lead, McAdams supporting.

The team will prepare a draft transformation concept for Main Street reflecting the preferred circulation configuration. The concept will address the full cross section from building face to building face, including sidewalk width and pedestrian zones, outdoor dining and sidewalk activity, on-street parking and loading, travel lane configuration, crossings and curb extensions, street trees and planting, lighting, and gateway and public-space moments along the corridor. Plan graphics will be supported by typical cross sections and precedent imagery.

Deliverables:

- Draft Main Street transformation concept (PDF), including plan graphics, cross sections, and precedent imagery.

TASK 5.2 NCDOT COORDINATION MEETING

McAdams lead, Toole supporting.

The team will meet once (1) with NCDOT to review the draft transformation concept, confirm that the direction is compatible with NCDOT expectations for the route, and discuss the process and requirements for advancing corridor improvements through NCDOT programs.

Deliverables:

- One (1) NCDOT coordination meeting with summary notes.

TASK 5.3 FINAL MAIN STREET TRANSFORMATION CONCEPT

Toole lead, McAdams supporting.

The team will revise the concept to respond to PMT, NCDOT, and community input and will prepare the final transformation concept package for Town use in future programming, funding applications, and agency coordination.

Deliverables:

- Final Main Street transformation concept (PDF).

TASK 5.4 ADVANCING THE CONCEPT MEMORANDUM AND HIGH-LEVEL COST ESTIMATES

McAdams lead, Toole supporting.

McAdams will prepare an "Advancing the Concept" memorandum that sets out how the Town moves the transformation concept toward construction. The memorandum will include high-level cost estimates for the concept, logical phasing and segmentation, the project programming pathways available through NCDOT, potential funding sources and their basic eligibility requirements, and the near-term actions that position the Town to compete for funding.

Deliverables:

- Advancing the Concept memorandum (PDF) with high-level cost estimates, phasing, and funding pathway summary.

TASK 5.5 VIRTUAL PMT REVIEW MEETING

McAdams lead, Toole supporting.

The team will facilitate one (1) virtual PMT review meeting covering the transformation concept and the implementation pathway, confirming Town direction before final documentation.

Deliverables:

- One (1) virtual PMT review meeting with materials and summary.

Task 6: Summary + Final Documentation

A14.60 FINAL DOCUMENTATION:

FEE: $16,070

The project team will synthesize the TO1 and TO2 work into concise final materials for decision-makers, partners, and the public. Materials will clearly separate the near-term resurfacing concept, which is time-sensitive and largely settled, from the longer-range circulation and transformation recommendations, which require future decisions and funding.

TASK 6.1 EXECUTIVE SUMMARY

McAdams lead.

McAdams will prepare an executive summary that captures the process, the findings, and the recommendations in a form a reader can absorb quickly. The summary will state what the community asked for, what the analysis found, what is recommended in the near term and the long term, and what the Town should do next.

Deliverables:

- Executive summary (PDF).

TASK 6.2 FINAL PRESENTATION PACKAGE

McAdams lead.

McAdams will prepare a final presentation package the Town can reuse with Council, partners, funding agencies, and community groups after the project closes. The package will carry the key graphics, findings, and recommendations in a format the Town can present without consultant support.

Deliverables:

- Final presentation package (PDF and editable source file).

TASK 6.3 FINAL PRESENTATION TO TOWN COUNCIL

McAdams lead.

McAdams will deliver one (1) final presentation to Town Council, anticipated to be virtual unless in-person attendance is authorized. The presentation covers the recommendations, the near-term actions tied to the NCDOT schedule, and the longer-range implementation pathway.

Deliverables:

- One (1) final presentation to Town Council, anticipated virtual.

TASK 6.4 FINAL MATERIALS PACKAGE

McAdams lead.

McAdams will assemble and deliver a complete electronic package of TO2 materials to the Town, organized so files remain usable by future staff and consultants.

Deliverables:

- Complete electronic package of final materials delivered to the Town of Franklin, including concept plans, memoranda, cost estimates, engagement documentation, and CAD files.

Optional Task 7: Roundabout Analysis

A14.70 OPTIONAL ROUNDABOUT ANALYSIS

FEE: $13,880

If authorized in writing, the project team will evaluate a potential roundabout in the Riverview Street and East Rogers Street area. This optional task informs feasibility and future decision-making. It does not include final design, right-of-way determination, or construction documents.

TASK 7.1 ROUNDABOUT CONCEPT PLAN, HORIZONTAL LAYOUT, AND MODELING

McAdams lead, Toole supporting.

The team will prepare a concept-level roundabout layout at the Riverview Street and East Rogers Street area, including horizontal geometry, approach configuration, and a preliminary check of design vehicle accommodation. Supporting operational modeling will test how the roundabout would perform relative to existing control and identify the approximate footprint required.

Deliverables:

- Concept-level roundabout plan for the Riverview Street and East Rogers Street area.
- Supporting horizontal layout and operational modeling results.
- Summary of feasibility findings and footprint implications.

Extra Services

J. ADDITIONAL 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 will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The proposed work begins the week of September 21, 2026. Resurfacing concept development, engagement, and early traffic analysis are prioritized from September through December 2026. Long-range circulation planning, the transformation concept, and final documentation will continue in 2027. The schedule will be mutually coordinated with the Town and may be adjusted for reasonable cause, agency review periods, holidays, public meeting dates, or delays not solely attributable to the Firm.

Work Element	Anticipated Timing
Project Management	Sep. 2026 through project completion
Main Street Resurfacing	Sep.-Dec. 2026, prioritized for NCDOT coordination
Resurfacing Engagement	Fall 2026
Traffic Data Collection + Analysis	Fall 2026 into early 2027
Long-Range Circulation Plan	2027
Long-Range Engagement	2027
Transformation Concept	2027
Final Documentation + Council Presentation	Following completion of technical and engagement tasks
Optional Roundabout Analysis	If and when authorized

The resurfacing concept is the critical path. The final concept plan and electronic files under Task 2.7 must reach NCDOT Division 14 in time to be reflected in the resurfacing project, currently anticipated for a January 2027 letting. Tasks 1, 2, and the first round of engagement under Task 3 are therefore prioritized in fall 2026. Traffic data collection begins in fall 2026 so that the circulation analysis, transformation concept, and final documentation can proceed through 2027 without affecting the resurfacing milestone.

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.

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 3 of Terms and Conditions;
- Notification to Firm of any problems, in accordance with Item 4 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

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Fee Schedule

Main Street Redesign / Town of Franklin

Date	9/23/2026			
Project #	SPEC25755			
Phases	Task Order #2			

Task ID	Description	Fee	Optional	Fee Basis
A14.10	Project Management	$18,133		Fixed Fee
A14.20	Main Street Resurfacing	$56,903		Fixed Fee
A14.30	Stakeholder + Public Engagement	$34,765		Fixed Fee
A14.40	Long Range Circulation Plan + Data Collection and Analysis	$38,750		Fixed Fee
A14.41	Data Collection and Analysis	$26,470		Fixed Fee
A14.50	Transformation Concept - Long Range Look	$36,570		Fixed Fee
A14.60	Summary and Final Documentation	$16,070		Fixed Fee
A14.70	Optional Roundabout Analysis		$13,800	Fixed Fee
999	Travel and Expenses	$1,885		Fixed Fee
	TOTAL	**$229,546**	**$13,800**	
	Current Contract Total	**$229,546**		
	Running Contract Total	**$229,546**		

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 | Practice Lead, Transportation Planning
kcarter@mcadamsco.com | 828.776.7374

KC/lf

Acceptance

By: _____ Date: _____

Name: _____

Title: _____

Accounting Information

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

_____

McADAMS

Fee Schedule

Main Street Redesign / Town of Franklin

Date	9/23/2026
Project #	SPEC25755
Phases	Task Order #2

Task ID	Description	Fee	Optional	Fee Basis
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	TOTAL	**$229,546**	**$13,800**	
	Current Contract Total	**$229,546**		
	Running Contract Total	**$229,546**		

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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

Terms + Conditions - NC

The proposal submitted by The John R. McAdams Company, Incorporated ("Consultant") is subject to the following terms and conditions (collectively referred to with the proposal and any documents incorporated therein by reference as the "Agreement"). By accepting the proposal or any part thereof, Client agrees to and accepts these terms and conditions.

1. Definitions & Clarifications on Services:

a. Definitions. The "Project" means the undertaking by Client with respect to which Consultant has been engaged, as reflected in the proposal. The "Site" means the location of the Project. The "Services" means the professional services to be provided by Consultant for the Project. All other capitalized terms used herein, unless specifically defined, shall have the meeting ascribed to them in the proposal.

b. Submittals. If the Services include the review of submittals by Client's general contractor, construction manager, or the subcontractors or materials suppliers of either (collectively, "Contractors"), such review is for the purpose of checking for general conformance with information given and the design concept expressed in the Instruments of Service. Review of such submittals is not conducted for the purpose of determining the accuracy or completeness thereof (including dimensions, quantities, or installation instructions), all of which remain the responsibility of the Contractors. Consultant's review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

c. Cost Estimating. If the Services include cost estimating by Consultant, such opinions or estimates will be prepared on the basis of Consultant's general experience in the construction industry and reasonably available pricing information existing at the time the estimate is performed. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over any Contractor's methods of determining prices, or over competitive bidding or market conditions, Client acknowledges that any estimates by Consultant are not guarantees of actual costs and that any proposals, bids, or actual construction cost may vary significantly from Consultant's estimate. If Client desires a more precise cost estimate, Client shall separately retain a construction cost consultant for that purpose.

d. Construction-Phase Services. If the Services include any construction-phase services by Consultant:

(i) Site visits by Consultant during construction of the Project shall be for the purpose of observing, in general, whether the progress and quality of the work is proceeding in general conformity with Consultant's design as expressed in the Instruments of Service;

(ii) Neither Consultant's presence at the Site, nor any observations made or field testing conducted while at the Site, shall excuse Contractors from responsibility for defects in the work performed by them; and

(iii) Consultant shall not be responsible for the acts or omissions of Contractors, for supervision of personnel at the Site other than Consultant's own employees, or for construction means, methods, techniques, sequences, or procedures.

e. Municipal Advisor Services. Consultant's Services shall not include:

(i) Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; or

(ii) Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

2. Standard of Care:

Consultant shall perform its Services in a professional manner, using the degree of care and skill ordinarily exercised by similarly-licensed professionals providing the same Services in the same or similar locality as the Project under the same or similar circumstances. **THERE ARE NO 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.**

3. Payment:

a. Monthly Invoices. Consultant will render monthly invoices to Client for fees and costs in connection with the Services performed. Each invoice is due and payable in full upon presentation to Client. Invoices are past due if not paid in full within thirty (30) days from the date of the invoice. Past due amounts shall accrue 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.

b. Hourly Rates. If any of the Services to be provided are based on hourly rates, such rates are subject to adjustment at the beginning of each calendar year pursuant to Consultant's standard annual rate adjustment procedure.

c. Adjustments Due to Passage of Time. Any Services which are priced on a lump-sum or not-to-exceed basis, and which have not been completed within twelve (12) months of the date of the proposal through no fault of Consultant, shall be subject to an annual equitable adjustment in Consultant's compensation therefor to account for inflationary impacts, cost of living increases, and other market conditions.

d. Disputed Invoices. In an effort to ensure prompt resolution of any questions or disputes regarding Consultant's Services and invoices, Client agrees to notify Consultant, in writing, of any questions or concerns Client may have regarding the cost, quality, or appropriateness of the Services included in 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 disputes only a portion of an invoice, Client shall promptly pay all undisputed portions thereof and shall, upon resolution of the dispute, tender payment of the previously-disputed portion.

e. Cross-Withholding Prohibited. In no event shall client withhold, or be entitled to withhold, payment due Consultant under this Agreement based on a dispute involving any other contract or matter.

4. Notification of Breach or Default:

To provide Consultant adequate opportunity to investigate and, if necessary, mitigate or rectify any issues in the performance of its Services, Client shall provide prompt written notice to Consultant if Client becomes aware of any breach of contract, defect, fault, error, omission or inconsistency ("Issue") arising out of or related to Consultant's Services. The failure of Client to provide such written notice within fifteen (15) days from the date Client became aware or reasonably should have become aware of such Issue shall constitute a waiver by Client of any claims against Consultant arising out of the Issue.

5. Ownership of Instruments of Service:

All reports, plans, specifications, documents, models, field data, notes, and other materials, whether in hard copy or on electronic media ("Instruments of Service"), prepared by Consultant shall remain the property of Consultant, and Consultant shall retain all common law, statutory, and other rights, including all copyrights and other intellectual property rights, therein. Upon full payment of all amounts owed to Consultant, Consultant shall make available to Client copies of all completed plans, specifications, and electronic files solely for Client's reference in constructing, occupying, and maintaining the Project. If Client uses, or permits a third party (including an affiliate) to use, any Instruments of Service (i) for modifications, expansions, or other activities on the Project without Consultant's involvement therein or (ii) for any other property or project, Client releases Consultant from, and shall indemnify, defend, and hold harmless Consultant against, all claims, demands, causes of action, suits, damages, and losses, including reasonable attorneys' fees, arising out of or relating to such use.

6. Electronic Data:

Digital data files, like any electronic data, transferred in any manner or translated from the system and format used by Consultant to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, electronic data may be altered or corrupted whether inadvertently or otherwise. As a result, no representations or warranties, whether expressed or implied, are made as to the accuracy of the digital data files transferred. As the accuracy of the digital data files cannot be warranted or guaranteed, digital data files are issued as supplemental information only and must be read in conjunction with physical documents, and to the extent there are any discrepancies between the digital data files and physical documents, the physical documents control.

7. Change Orders:

A "change order request" is any documented or oral communication (including directions, instructions, interpretations, or determinations) from Client which requests or would cause changes in, or in the performance of, Consultant's scope of Services. If Consultant is willing to proceed with such change, Consultant will give Client written notice of the increase in Consultant's fees, time of performance, or both, to result from implementation of the change order request (a "Change Order"). Unless Client objects in writing within ten (10) days after receipt of the Change Order, the Change Order shall be deemed accepted by Client.

8. Client Responsibilities:

a. Client Representative. Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

b. Rendering Timely Decisions. Client shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.

c. Provision of Information and Documentation. Client shall provide Consultant with all information and documentation necessary or reasonably required for Consultant's performance of the Services and which is within Client's possession or control. Consultant shall be entitled to rely on the accuracy of such information and documentation without independent verification by Consultant.

d. Contractors' Insurance Requirements. Client shall require Contractors for the Project to name Consultant and Consultant's employees and subconsultants as additional insureds on Contractors' Commercial General Liability and Automobile Liability insurance policies, with such insurance by Contractors to be primary to any other insurance offering the same or similar coverage.

e. Project Budget. Client shall establish and periodically update Client's budget for the Project, including (i) the budget for the anticipated cost of the work, (ii) Client's other costs associated with the Project, and (iii) reasonable contingencies related to all of such costs, including contingencies for additional services by Consultant and others.

f. Financial Solvency. Client warrants that it is financially solvent and has the necessary resources to make timely and full payment for all Services performed by Consultant. Client's obligation to pay Consultant for the Services is not conditioned or contingent on Client's ability to obtain financing, approvals of governmental or regulatory bodies, or Client's successful completion of the Project.

    i. Prior to commencement of the Services and upon written request by Consultant, Client shall furnish to Consultant reasonable evidence that Client has made financial arrangements to fulfill the Client's obligations under the Agreement. Consultant shall have no obligation to commence the Services until Client provides such evidence. If commencement of the Services is delayed under this provision, Consultant's time to complete the services shall be extended appropriately.

    ii. Following commencement of the Services and upon written request by Consultant, Client shall furnish to Consultant reasonable evidence that Client has made financial arrangements to fulfill Client's obligations under the Agreement only if: (1) Client fails to make payments to Consultant as required by the Agreement; (2) Consultant identifies in writing a reasonable concern regarding the Client's ability to make payment when due; or (3) a change in the Services materially changes Consultant's fee under the Agreement. If Client fails to provide such evidence, as required by Consultant, within seven (7) days of the Consultant's request, Consultant may immediately stop the Services and, in that event, shall notify the Client that the Services have stopped. If the Services are stopped under this provision, Consultant's time to complete the

Services shall be extended appropriately and Consultant's fee shall be increased by an amount necessary to compensate Consultant for the reasonable costs of shutdown, delay, and start-up.

9. Client's Contractors and Other Consultants:

Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information provided by Client's other consultants and Contractors.

10. Project Site:

a. Access and Right-of-Entry. Client will arrange for Consultant to have access to, and a right-of-entry upon, the Site for the purpose of performing studies, tests, and evaluations required for the Services. Client represents that it possesses, or will possess prior to Consultant's commencement of Services at the Site, necessary permits and licenses required for all activities to be undertaken by Consultant at the Site.

b. Undisclosed and Unknown Conditions. Consultant shall not be responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions at the Site, whether the Site is owned by Client or by a third-party, including but not limited to any underground utilities or underground storage tanks.

c. Damage to the Site. Consultant will take reasonable precautions to minimize damage to the Site caused by its operations. However, Client acknowledges that the evaluations, studies, and testing necessary for performance of the Services may result in damage (both temporary and permanent) to the Site, that Consultant's fee does not include any cost of restoration due to any damage which may result, and that Consultant shall not be responsible for repairing any such damage unless it is caused by the willful misconduct or gross negligence of Consultant.

d. Field Tests and Boring Locations. Field tests and boring locations described in Consultant's reports or shown on sketches prepared by Consultant will be based on specific information furnished by others or estimates made in the field by Consultant's personnel. The dimensions, depths, and elevations described are approximations unless otherwise stated in Consultant's report or sketches.

e. Site Not Owned by Client. If Client is not the owner of the Site, then Client agrees to notify the owner(s) of the possibility of unavoidable alteration and damage to the Site and to obtain written permission from the owner(s) for such alteration and damage. Client further agrees to indemnify, defend, and hold Consultant harmless from and against any claims by the owner(s) of the Site or by persons having possession of the Site through the owner(s) which are related to such alteration or damage.

11. Assignment and Third Parties:

Except with respect to any indemnity provisions, limitations of liability, and waivers of claims or damages, nothing in this Agreement shall be construed to give any rights or benefits 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. 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; provided, however, that 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 (each a "Subconsultant"). These Terms and Conditions shall apply equally regardless of whether any portion of the Services are performed by a Subconsultant and, further, as between Client and any such Subconsultant, the Subconsultant shall be entitled to the same rights and benefits afforded to Consultant hereunder including, but not limited to, those in Sections 13-16.

12. Force Majeure:

Should performance of any portion of the Services or any obligation of Consultant be delayed for causes beyond the control of or without the fault or negligence of Consultant, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay. Force majeure includes, but is not limited to, acts of God, acts or failures of governmental authorities, acts of Client's Contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

13. Limitation of Liability:

The total aggregate and collective liability of Consultant and its employees, officers, directors, members, managers, owners, and representatives for all claims arising out of or relating to this Agreement or the Services (whether for breach of contract, negligence, breach of warranty, strict liability, indemnity, or any other legal theory) shall be limited to the greater of (i) the total amount paid to Consultant under this Agreement or (ii) $50,000.00.

14. Waiver of Consequential Damages:

Consultant and Client hereby waive against each other, and against each other's employees, officers, directors, members, managers, owners, and representatives, all special, incidental, and consequential damages of any kind or nature arising out of or relating to this Agreement or the Services (whether such damages arise from breach of contract, negligence, breach of warranty, strict liability, indemnity, or any other legal theory), including, without limitation, damages for lost profits, loss of use, additional financing costs, and lost opportunity costs.

15. Betterment:

If any item or component of the Project is required due to omission from the Instruments of Service, Consultant's liability shall be limited to the reasonable costs of correction of the construction less the cost to Client if the omitted item or component had been initially included in the Instruments of Service. All costs of errors, omissions, or other changes that result in betterment to the Project shall be borne by Client and shall not be the basis of a Claim against Consultant. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, added value, or enhancement of the Project.

16. No Personal Liability:

Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers, directors, members, managers, owners, and representatives ("Consultant's Personnel") to personal liability. Therefore, notwithstanding any other provision of this Agreement and to the fullest extent allowed by applicable law, Client (i) agrees that its sole and exclusive remedy for any claim, damage, or liability arising out of or relating to this Agreement or the Services shall be to take legal action solely against Consultant as a corporate entity, (ii) waives and releases all claims and causes of action against Consultant's Personnel, and (iii) covenants not to sue any of Consultant's Personnel.

17. Execution of Consents and Similar Documents:

Consultant shall have no obligation to execute any consents, certifications, reliance letters, or other documents that may or would result in an increase in liability, require the waiver of rights not otherwise waived under this Agreement, require certification of the conduct of others, require certification of matters outside of Consultant's own personal knowledge, or any combination of the foregoing.

18. 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 and exclusive responsibility of Client or Client's Contractors. Likewise, Consultant shall have no right or obligation to direct or stop the work of Client's Contractors, agents, or employees.

19. Hazardous Substances:

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form ("Hazardous Substance") at the Project Site. If Hazardous Substances are present, Client shall be responsible to remove them from the Project Site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client shall indemnify and hold harmless Consultant from any liability, loss, damage, or expense arising out of or with respect to the presence of Hazardous Substances on the Project Site. The presence or discovery of any Hazardous Substance on the Site shall be cause for extension of the schedule of Consultant's Services and for an equitable adjustment of Consultant's fees for the Services to the extent Consultant's performance of the Services is impacted thereby. Consultant is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of Hazardous Substances (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990).

20. Dispute Resolution Procedures:

a. Meet-and-Confer. Any claim, dispute, or other matter in question arising out of or related to this Agreement or the Services (each a "Claim") shall be subject to a meet-and-confer session as a condition precedent to mediation. Client and Consultant shall endeavor to resolve Claims during the meet-and-confer session, which shall be attended by a representative of Client and Consultant with authority to bind each party to any resolution reached. The meet-and-confer session shall take place within thirty (30) days after a request by either party. Prior to the meet-and-confer session, the parties may exchange relevant information that will assist in resolving the Claim. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution including, where applicable, a Change Order. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with the terms of this Agreement.

b. Mediation. Any Claim which is not resolved through the meet-and-confer process shall be subject to non-binding mediation as a condition precedent to binding dispute resolution, which shall occur within thirty (30) days after completion of the meet-and-confer process. The mediation shall be held in the city in which the Project is located. The parties shall work together in good faith to identify a mutually agreeable mediator to conduct the mediation; if the parties are not able to identify a mutually agreeable

mediator, then the matter shall be referred to the American Arbitration Association ("AAA") for administration pursuant to the AAA's then-existing Construction Industry Mediation Procedures. The mediator's fees shall be split equally between the parties.

c. Arbitration. Any Claim that remains unresolved after the meet-and-confer process and mediation process shall be subject to arbitration in accordance with the AAA's then-existing Construction Industry Arbitration Rules including, if applicable, the Fast Track Procedures and the Procedures for Large, Complex Construction Disputes. The arbitration shall be held in the city in which the Project is located. The parties consent to the joinder of any other party, including any Contractors and any subconsultants to Consultant, to any arbitration proceeding. Any demand for arbitration shall be filed in writing with the AAA and contemporaneously sent to the other party.

d. Lien Rights. Notwithstanding any other requirements herein, nothing in these Dispute Resolution Procedures shall prevent Consultant from acting in any manner necessary to secure any lien rights it may have under applicable law, including through filings in any court of competent jurisdiction.

e. Attorneys' Fees and Expenses. The arbitrator or court in any binding dispute resolution proceeding shall have the authority to award the prevailing party reasonable attorneys' fees and expenses (including, without limitation, paraprofessional fees, expert witness fees, filing fees, and other costs of litigation) incurred by the prevailing party. In determining reasonable attorneys' fees and expenses under this section, the court or arbitrator may consider all relevant facts and circumstances, including, but not limited to, those factors set forth in N.C.G.S. § 6-21.6(c).

21. 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.

22. Suspension of Services:

a. Suspension at Client's Request. If Client requests that Consultant temporarily suspend its Services, Consultant agrees to promptly cease provision of such Services and Client shall promptly pay Consultant for Services performed up to the date of suspension. If any such suspension results in an increase in the cost to Consultant of providing the Services, to the time required by Consultant for performance of the Services, or both, then (as applicable) Consultant's fees, time of performance, or both shall be increased by execution of a Change Order prior to Consultant's obligation to resume performance of the Services.

b. Suspension for Non-Payment. If Client fails to make payment to Consultant within thirty (30) days after the date of an invoice, then Consultant may, after giving seven (7) days' written notice to Client, elect to suspend performance of its Services until all amounts due are paid in full.

23. Termination of Agreement:

a. This Agreement may be terminated:

(i) For Cause. Either party may terminate this Agreement if the other party shall (A) dissolve, (B) apply for or receive any relief under the bankruptcy or insolvency laws, (C) make an assignment for the benefit of creditors, or (D) have a petition filed against it under any bankruptcy or insolvency laws and fails, within sixty (60) days of filing, to secure a discharge or stay any such petition.

(ii) For Cause. If either party shall fail in the performance of any of its obligations under this Agreement, and such failure is not cured within seven (7) days after receipt of written notice specifying such failure, the other party may, at its option and so long as such party is not itself in default, terminate this Agreement for cause by delivering written notice of termination to the other party. If Consultant terminates this Agreement pursuant to this provision, Consultant shall be paid for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and ten percent (10%) of the remaining value of unperformed Services.

(iii) For Client's Suspension of Services Exceeding Ninety (90) Days Cumulatively. If Client suspends Consultant's Services for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, then Consultant may terminate this Agreement by giving not less than seven (7) days' written notice. In such event, Client shall pay Consultant for all Services performed through the date of termination, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and ten percent (10%) of the remaining value of unperformed Services.

(iv) For Client's Convenience. By written notice, without Consultant being at fault and for Client's own convenience, Client may terminate this Agreement and require Consultant to immediately stop work on the Project. In such event, Client shall pay Consultant for all Services performed, the actual and reasonable costs incurred to wind down performance of the Services including the costs of terminating any subconsultant agreements, and ten percent (10%) of the remaining value of unperformed Services.

(v) By Agreement. This Agreement may be terminated at any time by mutual agreement of the parties, the terms of such mutual termination to be documented in a writing signed by both parties.

b. The obligations contained in Sections 2-6, 10-11, 13-21, and 24-27 shall survive the termination of this Agreement under this Section 23.

24. 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.

25. 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.

26. Choice of Law:

This Agreement shall be construed and enforced in accordance with the laws of the state in which the Project is located, excluding only its conflict of laws principles.

27. Merger and Amendment:

This Agreement constitutes the entire agreement between Consultant and Client with respect to the Services, and all prior negotiations, written understandings, and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both Consultant and Client.

BUDGET AMENDMENT
AMENDMENT #20-26/27
BUDGET CHANGE #'S:

FROM: A OWENS
DEPARTMENT: ADMIN

EXPLANATION: APPROPRIATE FUND BALANCE FOR TASK ORDER #2 MAIN STREET REDESIGN

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
10-3991	FUND BALANCE APPR	29,546.00	
10-4110-1990	OTHER PROFESSIONAL SERVICES	29,546.00	

REQUESTED BY DEPARTMENT HEAD_____

RECOMMENDED BY FINANCE OFFICER_____

APPROVED BY TOWN MANAGER_____

ACTION BY BOARD_____

APPROVED AND ENTERED ON MINUTES DATED_____

DATE CLERK ENTERED_____

Agenda Item – Town Council

Meeting Date: October 5, 2026

Agenda Item #: 8-B

Department/Agency: Town Council/Town Attorney

Subject Matter: Work Session – Town Charter Revisions

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

The Town Charter has been updated several times since its inception in 1855. Charter amendments require approval by the NC Legislature. In order to ensure that there is adequate time for review by the NC Legislature, amendments must be submitted prior to January 2027.

Suggested Motion: Await action by the Town Council

Attachments: Yes __X__ No ___

Action Taken: _____

CHARTER*

Editor's notes:

Effective March 3, 2008, the town passed an ordinance to change the form of government to the Council-Manager format.

Effective May 15, 2017, the town passed Ordinance No. 2017-006 to change the governing board from Board of Aldermen to Town Council.

Section

Section 1. Body corporate; corporate name; corporate powers.

Section 2. Corporate limits.

Section 3. Town officers.

Section 4. Election of officers; eligibility.

Section 5. Elections under general law.

Section 6. Mayor and Council members to qualify.

Section 7. Council members to fill vacancies.

Section 8. Mayor to preside at meetings of Council members; to break ties.

Section 9. Council members to form one Council; meetings.

Section 10. Council members to pass ordinances, bylaws, rules and regulations.

Section 11. Powers.

Section 12. Bonds.

Section 13. Same; record; coupons receivable for dues to town; exempt from town tax.

Section 14. Same; special tax.

Section 15. Same; taxes kept separate; specific appropriation; application of surplus.

Section 16. Same; purposes of bond issues; apportionment of expenditures; annexed territory not liable for present debt.

Section 17. Same; bridges.

Section 18. Town Clerk and Treasurer and Tax Collector.

Section 19. Salary and duties of Town Clerk.

Section 20. Tax Collector.

Section 21. Police.

Section 22. Same; fees; temporary police.

Section 23. Same; suspension.

Section 24. Tax lists.

Section 25. Same; additions.

Section 26. Subjects of taxation.

Section 27. Council members to levy taxes.

Section 28. Tax to be collected by distress.

Section 29. Real estate to be sold.

Section 30. Improvement of streets and sidewalks.

Section 31. Equity of redemption.

Section 32. License taxes.

Section 33. Objects of taxation.

Section 34. Streets.

Section 35. Same; assessments.

Section 36. Cemeteries.

Section 37. Fire limits.

Section 38. Additional powers.

Section 39. Nuisances.

Section 40. Markets.

Section 41. Fines and penalties.

Section 42. How penalties recoverable.

Section 43. Salary of Council members.

Section 44. Violations of ordinances.

RELATED LOCAL LAWS

Chapter 432. Confederate Monument.

Chapter 3. Use of Power Plant Proceeds.g

Chapter 38. Qualifications of Officers.

Section 1. Body corporate; corporate name; corporate powers.

The inhabitants of the Town of Franklin in Macon County, living within the bounds set forth in section two hereof, are and shall continue to be as heretofore a body corporate under the name and style of "The Town of Franklin," and under the name and style is hereby invested with all the privileges, immunities and franchises, together with all other rights heretofore belonging to Franklin, and in and by that name may sue and be sued, plead and be impleaded, acquire, hold and dispose of property, real, personal and mixed, for the welfare, improvement and use of the town, as its Town Council or other proper author ities may deem necessary and expedient. (Pr. Laws 1905, C. 26, Sec. 1; Am. Ord. 2017-006, adopted 5-15-17)

Statutory references:

General corporate powers, see G.S. §§ 160A-11, 160A-12

Section 2. Corporate limits.

(A) The corporate limits of the Town of Franklin shall be and embrace all that territory lying in Macon County within a radius of one mile of the present Macon County courthouse.

(B) The corporate limits of the Town of Franklin, a municipal corporation located in Macon County, North Carolina, shall be extended by annexing to the territory now within the corporate limits the area of land embraced within the following boundaries, to-wit:

Beginning at a point where the north boundary line of the right of way of U.S. Highway No. 64 west of Franklin intersects the present line defining the corporate limits of the Town of Franklin; runs westward with the north boundary line of the right of way of U.S. Highway No. 64 to a point where the north boundary line of the right of way of U.S. Highway No. 64 intersects a prolongation of the west boundary line of Woodlawn Cemetery; then following the west boundary line of Woodlawn Cemetery property to its southwest corner; then following the southern boundary line of the Woodlawn Cemetery property to its southeast corner; then following the east and southeast boundary lines of Woodlawn Cemetery property to its northeast corner near the entrance of the Roten Road; then following the south boundary line of the right of way of U.S. Highway No. 64 to the line defining the present corporate limits of the Town of Franklin; thence to the beginning.

(C) Beginning at a stake in the south edge of U.S. Highway 64 West of Franklin, North Carolina running south 19 degrees 5 minutes east 185 feet east to a point in the center of Crawford Branch, thence with center of Crawford Branch south 37 degrees 30 minutes west 218 feet to a point, thence south 3 degrees 30 minutes east 117 feet thence south 3 degrees 0 minutes east 65 feet thence south 34 degrees 30 minutes west 87 feet thence south 24 degrees 0 minutes west 152 feet thence south 62 degrees 0 minutes west 95 feet to a point where Crawford Branch intersects with a small branch along Fred Conley's east line thence with the branch south 3 degrees 30 minutes west 456 feet to a point. Thence south 48 degrees 0 minutes east 453 feet to a point. Thence north 82 degrees 45 feet. East 227 feet. Thence south 140.7 degrees to a point in the north edge of Womack Street thence along the north edge of Womack Street in an easterly direction 93-2 feet thence in a northwesterly direction along the west line of Harry Potts 159.3 feet to the southwest corner of Lot No. 16. Thence north 83 degrees 30 minutes east 165.9 feet to an I.P. Thence north 11 degrees west 59.5 feet. Thence north 69 degrees 0 minutes east 213 feet to an I.P. Thence north 0 degrees 17 minutes east 145 feet to a concrete monument thence north 24 degrees 36 minutes west 1118.9 feet to a red oak thence north 19 degrees 5 minutes west 211 feet to a point in U.S. Highway 64, thence in a westerly direction with U.S. Highway 64 in a westerly direction 62 feet to a point of beginning.

The same being the boundary description of Forest Hills Subdivision recorded on plat as surveyed by R.H. Slagle and J.R. Bradley on April- May 1955 and recorded on page 186 plat book No. 1 - records of Macon County, North Carolina.

(D) Beginning at a point in the center line of Third Street, the beginning corner being located north 27 degrees 45 minutes east 125 feet from the intersection of the center line of Third Street with the north margin of Cherry Street in the Town of Franklin, Macon County, North Carolina; runs thence with the center of Third Street, north 27 degrees 45 minutes

east 635 feet to a point in the center line of the street; thence continuing with the center line of the street north 50 degrees east 277 feet to a point in the center line of the street at the south margin of the Holly Springs Road; thence a northwest direction approximately 15 feet to an iron pipe set on the west margin of Third Street, a corner common to the R.B. Waldroop property; thence north 89 degrees 15 minutes west 135 feet to an iron pipe at the northernmost corner of Lot No. 10 of Highland Acres Subdivision; thence south 22 degrees 43 minutes west 15 feet to a stake; thence north 62 degrees 7 minutes west 150 feet to a stake; thence south 27 degrees 30 minutes west with the east boundary line of the Lyman Field Subdivision 824 feet to an iron pipe, a corner common to the R. Cunningham lot; thence south 65 degrees 51 minutes east 150 feet to the point of beginning.

(E) All laws and clauses of laws applicable to the Town of Franklin according to the corporate limits as heretofore defined, shall be applicable to the Town of Franklin with the extended boundaries as set forth in division (B) above as fully as if the extended boundaries had been set forth in the original charter of the municipal corporation, and each amendment thereto, and each re-enactment of the charter. (Pr. Laws 1905, C. 26, Sec. 2; Pr. Laws 1915, C. 189, Sec. 1; Sess. Laws 1949, C. 129)

Section 3. Town officers.

(A) The administration and government of the town shall be vested in one principal officer, to be styled the Manager, as appointed by the Town Council, a Town Council and other officers as are herein provided for. The own Council of the Town of Franklin, Macon County, shall consist of six members who shall be elected in accordance with the general laws governing municipal elections of North Carolina. The Manager shall have duties and powers as established in G.S. § 160A-148.

(B) Any qualified voter desiring to become a candidate for the office of Mayor or Council member shall file with the Town Clerk a Notice of Candidacy on the form and at the time as prescribed by the Town Council by ordinance. Any candidate for the office of Mayor shall pay to the Clerk a filing fee of $15 and any candidate for the office of Council member shall pay a filing fee of $5. (Pr. Laws 1905, C. 26, Sec. 3; Pr. Laws 1933, C. 5; Pr. Laws 1935, C. 5; Sess. Laws 1 965, C. 387; Am. Ord. adopted 3-3-08; Am. Ord. 2017-006, adopted 5-15-17)

Section 4. Election of officers; eligibility.

The officers of the Town of Franklin, consisting of a Mayor and six Council members, shall be elected by ballot in 1905, and biennially thereafter, and shall hold their office for four years or until their successors are elected and qualified. Any qualified voter of this state shall be eligible to the office of Mayor, Council member or other officer of the Town of Franklin and entitled to vote in its municipal elections: provided he shall have resided within the corporate limits of the town for 90 days next preceding the day of election and shall be entered on the registration books according to the rules and regulations provided for in the following section. Provided further, that the above provision shall not apply to the Chief of Police, Marshal, Policeman, or other employees or officers elected, chosen, or em ployed by the Town Council of the town, but the Chief of Police, Marshal, or policeman of the town, or other officers or employees so chosen, employed, or elected by the Town Council, need not have resided in the town for the 90 days, or previous to the election or employment by the Council, and need not be a legal voter or resident of North Carolina. (Pr. Laws 1905, C. 26, Sec. 5; Pr. Laws 1915, C. 189, Sec. 2; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

Residency requirements generally, North Carolina Constitution, Article VI

Section 5. Elections under general law.

(A) All elections held in the Town of Franklin for the election of Mayor, Council member or other officer, or for other purposes, shall be held under the rules and regulations set forth in the Public Laws. (Pr. Laws 1905, C. 26, Sec. 6)

(B) The members of the Town Council shall hereafter be elected for four-year terms on a staggered basis as follows: at the regular municipal election to be held in 1977, the three candidates who receive the highest number of votes shall be elected for four-year terms while the three candidates who receive the next highest number of votes shall be elected for two-year terms. Beginning at the regular municipal election to be held in 1979, and every two years thereafter, three members of the Town Council shall be elected to serve for four-year terms. (Pr. Laws 1905, C. 26, Sec. 6: Ord. of 5/8/77; Am. Ord. 2017-006, adopted 5-15-17)

Statutory references:

The Uniform Municipal Election Laws of 1971, as amended, G.S. §§ 163-279 et seq.

Section 6. Mayor and Council members to qualify.

The Mayor, within five days after election and before entering upon the duties of his office, shall, before some person authorized to administer oaths take the oath of office for Mayors prescribed in The Code; and each Council member or other officer, before entering upon the duties of his office, shall take, before the Mayor or other person authorized to administer oaths, an oath of office prescribed in The Code. (Pr. Laws 1905, C. 26, Sec. 7; Am. Ord. 2017-006, adopted 5-15-17)

Section 7. Council members to fill vacancies.

(A) The Town Council shall have power to fill any vacancy in the Council that may occur during their term of office, by death, resignation or otherwise.

(B) The Town Council shall have power to elect one of their number Mayor Pro Tempore, to act as Mayor in the case of absence of the Mayor or his disability to perform the duties of his office. The person so appointed shall possess all the powers and rights of the Mayor during his absence or inability to attend to his duties. In the case of a vacancy in the office of Mayor, caused by death, resignation or otherwise, the Town Council shall have authority to elect his successor, who shall serve as Mayor until the next regular election, when his successor is elected and qualified: Provided, that any person eligible to the office of Mayor at the regular election may be elected by the Town Council to fill out an unexpired term as above set forth. (Pr. Laws 1905, C. 26, Sec. 8; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

Vacancies, G.S. § 160A-63; Mayor pro tem, G.S. § 160A-70

Section 8. Mayor to preside at meeting of Council members; to break ties.

The Mayor, when present, shall preside at all the meetings of the Town Council, and when there is an equal division upon any question or in the election of officers by the Council he shall determine the matter by his vote. He shall vote in no other case, and if he shall be absent the Mayor Pro Tempore may exercise his duties. (Pr. Laws 1905, C. 26, Sec. 10; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

Mayor to preside over the Council, G.S. § 160A-69

Section 9. Council members to form one Council; meetings.

The Council members shall form a Council, and a majority of them shall be competent to perform all the duties prescribed, unless otherwise provided. At their first meeting they shall fix stated days of meeting for the year, which shall be as often at least as once in every month. Special meetings of the Council members may also be held on the call of the Mayor or a majority of the Council members, and of every meeting, when called by the Mayor, all the Council members shall be notified, and when called by a majority of the Council members as shall not join in the call shall be notified. (Pr. Laws 1905, C. 26, Sec. 11; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

Procedure for regular and special meetings, G.S. § 160A-71

Section 10. Council members to pass ordinances, bylaws, rules and regulations.

The Town Council, when convened, shall have power to make and provide for the execution thereof of ordinances, bylaws, rules and regulations for the better government of the Town of Franklin as they may deem necessary, not inconsistent with this act or with the laws of the land. (Pr. Laws 1905, C. 26, Sec. 12; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

General ordinance making power, G.S. § 160A-174

Section 11. Powers.

Among the powers hereby conferred on the Town Council they may borrow money or create a public debt for purposes other than necessary expenses of the town, only after they have passed an ordinance by a three-fourths vote of all the Council, at two separate regular meetings, submitting the question of creating a debt to the vote of the people, and a majority of the qualified registered voters have voted in favor thereof. Thirty days' notice of the election shall be given in some newspaper published in Macon County, at which election those favoring the creation of the debt shall vote "Approved," and those who oppose it shall vote "Not Approved." The Council may order a new registration at any and all elections if they deem it proper to do so. They may provide water-works, provide for macadamizing, building, repairing, paving and cleaning streets and sidewalks, regulate markets and take all proper means to prevent and extinguish fires; to appoint and regulate a police force to execute the precepts as the Mayor or other person may issue to them; to preserve the peace and order of the town and to execute the ordinances of the town; to suppress and remove nuisances, preserve the health of the town from contagious or infectious diseases, and shall appoint and provide for the pay and prescribe the duties of all other officers as may be deemed necessary for the good order of the town. (Pr. Laws 1905, C. 26, Sec. 13; Pr. Laws 1907, C. 323, Sec. 1; Am. Ord. 2017-006, adopted 5-15-17)

Section 12. Bonds.

The Town Council of the Town of Franklin shall be and they are hereby authorized, empowered, and directed to issue bonds of their Town to be styled "Public Improvement Bonds of the Town of Franklin" to an amount which in the discretion of the Town Council will meet with the necessary public improvements authorized herein, and of the denomination and of the proportion as the Town Council shall deem advisable; the bonds to be signed by the Mayor of the Town of Franklin and

countersigned by the Clerk of the Town Council of the town, and to be of the form and tenor and transferable in the way and the principal thereof payable or redeemable at the time or times, not exceeding 40 years from the date thereof, at the place or places as the Town Council of the Town of Franklin may determine; that none of the bonds may be disposed of at a less price than their par value, and the bonds may be issued at the time or times and in the amount or amounts as may be deemed best by the Town Council of the town to meet the expenditures contemplated by this Act and provided for herein. The bonds shall bear interest from the date of issuing thereof at a rate not to exceed 6% per annum, with interest coupons attached, payable annually or semiannually as the Council may determine, and at the time or times and at the place or places as may be deemed advisable by the Town Council: Provided, that the bonds so issued as provided for herein shall not exceed in the aggregate the sum of $30,000. (Pr. Laws 1915, C. 189, Sec. 3; Am. Ord. 2017-006, adopted 5-15-17)

Section 13. Same; record; coupons receivable for dues to Town; exempt from Town tax.

The bonds and their coupons when issued as herein provided shall be numbered and a record shall be kept of all bonds and when due. The interest coupons shall be received in payment of all taxes, fines, assessments, or debts due the town, and the bonds shall not be taxed by the town nor shall they be subject to any town tax. (Pr. Laws 1915, C. 189, Sec. 4)

Section 14. Same; special tax.

For the purpose of providing for the payment of the annual or semiannual interest of the bonds, and to create a sinking fund for the final discharge and payment of the bonds when due, the Town Council of the Town of Franklin are hereby authorized and it shall be their duty annually to compute, lay, and levy at the time of levying other taxes of the town a sufficient special tax upon all polls and all property, real and personal, and on other subjects of taxation mentioned in the charter of the Town, which shall be returned or listed for general taxation in the Town to meet the purpose, at all times observing the constitutional equation between the property and polls; and the taxes shall be collected in the same manner and at the same time as other taxes in the Town are collected, and shall be paid over by the Tax Collector to the Treasurer of the Town, and the Tax Collector and Town Treasurer shall give justified bonds in sufficient amounts to cover the amount of taxes, both the bonds to be approved by the Town Council and to be filed with the Clerk of the Town Council of the Town. (Pr. Laws 1915, C. 189, Sec. 5; Am. Ord. 2017-006, adopted 5-15-17)

Section 15. Same; taxes kept separate; specific appropriation; application of surplus.

The taxes levied and collected as provided in this act and for the purposes specified herein shall be kept separate and apart from any other taxes of the Town, and shall be used only for the purposes for which they were levied and collected: Provided, that if the tax levied and collected for the payment of interest shall in any year exceed the sum required for that purpose, then the amount in excess may be applied to the credit of the interest fund for the next succeeding year, or the Town Council may create a sinking fund for the final payment and discharge of the bonds when due by excess. (Pr. Laws 1915, C. 189, Sec. 6; Am. Ord. 2017-006, adopted 5-15-17)

Section 16. Same; purposes of bond issues; apportionment of expenditures; annexed territory not liable for present debt.

The bonds herein provided for shall be for the following purposes: for the improvement, construction, or extension of streets, sidewalks, bridges, sewers, drains, and water-works within the limits of the Town of Franklin as set out in section one of this act, and for no other purposes; and the Town Council of the Town are hereby authorized, empowered, and directed to use, in their discretion, the pro rata portion of the sum or sums realized from the sale of the bonds as the taxable values within the present limits of the Town bear to the taxable values of the extended territory included herein, and to apportion the same to the public improvements in respective areas according to the ratio or pro rata portion: Provided, that neither the polls, real or personal property now outside the corporate limits of the Town of Franklin and proposed to be included within the limits as set out in Section one of this charter, shall ever be taxed to pay any part of the interest or principal of the present indebtedness of the Town of Franklin, bonded or otherwise. (Pr. Laws 1915, C. 189, Sec. 7; Am. Ord. 2017-006, adopted 5-15-17)

Section 17. Same; bridges.

The provisions of this act shall not apply to or include the bridges across the Tennessee River within the limits of the Town, but the bridges shall be and remain under the care and control of the County of Macon, and the County of Macon shall, through its proper officers, as provided by law, direct, control, and pay for all maintenance, repair, or construction thereon necessary, and be under the same pains and penalties therefor as now provided by law. (Pr. Laws 1915, C. 189, Sec. 8)

Section 18. Town Clerk and Treasurer and Tax Collector.

At the first meeting of the Town Council after their qualification, or as soon thereafter as practicable, they shall elect a Town Clerk and Treasurer and a Tax Collector, who shall, respectively, hold their offices during the term of the Council electing them and until their successors are elected and qualified, subject, however, to be removed at any time and others appointed in their stead for misbehavior or neglect in office. Before acting, each of the officers shall take an oath before the Mayor to faithfully discharge the duties required of him by the Town Council, and each shall execute a bond in an amount as

the Council may require, with security, to be approved by the Council. The bonds required of the Clerk and Treasurer and Tax Collector shall be renewed every year. (Pr. Laws 1905, C. 26, Sec. 14; Am. Ord. 2017-006, adopted 5-15-17)

Statutory references:

Oaths of office, G.S. § 160A-61

Section 19. Salary and duties of Clerk.

The Clerk and Treasurer shall have a reasonable salary, and it shall be his duty to keep regular and fair minutes of the proceedings of the Council, and to preserve all books, papers and other articles committed to his care during his continuance in office, and deliver them to his successor; and he shall receive and faithfully keep all monies which shall be paid to him for the use and in behalf of the Town, and disburse the same according to orders given in obedience to the direction of the Council appearing on the minutes. He shall keep a fair and correct account of all monies so received and disbursed by him in a book kept for that purpose, showing from what source money is received and for what purpose paid out, and shall submit said accounts to the Council whenever required. He shall pay to his successor all monies in his hands belonging to the Town, and faithfully perform all duties imposed on him as Clerk and Treasurer by the laws and ordinances of the Council. (Pr. Laws 1905, C. 26, Sec. 15; Am. Ord. 2017-006, adopted 5-15-17)

Statutory references:

Duties of the Clerk, G.S. § 160A-171; duties of the finance officer, G.S. § 159-25

Section 20. Tax Collector.

The Tax Collector whose appointment is herein provided for shall be vested with the same power and authority in the collection of taxes that Sheriffs have, and subject to the same fines and penalties for failure or neglect of duty. He shall be charged with the sums appearing by the tax lists as due for town taxes. He shall be credited in settlement as Sheriffs are credited with amounts in suit by appeal, all poll tax and tax on personal property certified by the Clerk of the Commissioners of Macon County by order of the Board of County Commissioners to be insolvent and uncollectible. He shall at no time retain in his hands more than $50 for a longer time than ten days, under a penalty of 10% per month to the City upon all sums so unlawfully retained. The Town Council, at a regular meeting before the last regular meeting in each year, shall appoint one of their number to be present and assist at the counting and settlement between the Tax Collector and Treasurer, and to audit and settle the accounts of the Town Treasurer. The accounts so audited shall be reported to the Town Council, and when approved by them shall be recorded in the minute book of the Council and be prima facie evidence of their correctness. It shall be the duty of the Council to remove any Tax Collector who shall fail to settle and fully pay off the taxes due by law from him, and he shall not be eligible to re-election to the office. (Pr. Laws 1905, C. 26, Sec. 16; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

Duties of the Tax Collector, G.S. § 105-350

Section 21. Police.

The Town Council shall have power to appoint a police force, to consist of a Chief of Police or Chief Marshal and number of policemen as the good government of the Town may require, who shall hold their office during the term of the Council appointing them and until their successors are appointed. The Chief of Police or Marshal shall give bond in the sum as the Town Council may require for the faithful performance of the duties imposed by law and the ordinances of the Town, and to faithfully account to the Town for all monies that may come into his hands from fines, penalties, and the like. It shall be the duty of the Chief of Police to attend the Mayor's Court when in session, and report at times as the Council may require, not less than once in each week, to the Mayor any violations of law or ordinances of the City, to collect all fines and penalties imposed and pay them to the Town Treasurer, and to execute the orders and judgments of the Mayor's Court; to see that the laws and ordinances of the Town are enforced, and do other things as may be required of him by the Council. The Chief of Police and all members of the force shall have all the power and authority vested in sheriffs and constables for the preservation of the peace of the Town by suppressing disturbances and apprehending offenders. They shall execute all the processes directed to them by the Mayor or others, and in the execution thereof shall have all the powers which sheriffs and constables have. The Chief and members of the police force shall take an oath before the Mayor for the faithful performance of the duties by law and ordinances. (Pr. Laws 1905, C. 26, Sec. 17; Am. Ord. 2017-006, adopted 5-15-17)

Section 22. Same; fees; temporary police.

The members of the police force shall be entitled to receive the same fees arising from the execution of precepts as sheriffs and constables for the same service, which fees shall be collected and paid into the treasury of the Town. The Town Council shall pass ordinances for the government and direction of the police and fix their compensation. In times of exigencies the Mayor may appoint temporarily additional policemen for the time as shall appear necessary, not exceeding one week, who shall take the same oath and shall be subject to the same control as regular policemen. (Pr. Laws 1905, C. 26, Sec. 18; Am. Ord. 2017-006, adopted 5-15-17)

Section 23. Same; suspension.

The Mayor may at any time, upon charges being preferred, or upon finding any member of the police force guilty of misconduct, have power to suspend the members from service until the Town Council may convene and take action in the matter, and upon hearing the proofs in the case the Council may discharge or restore the member, and the pay of the member shall cease from the time of the suspension to the time of his restoration to service. Any violations of the regulations of the Council or orders of the Mayor shall be good cause for dismissal. The Mayor shall suspend the Chief or any member of the police force if found drunk or disorderly when on duty. The police shall have general power to do whatever may be necessary to preserve the good order and peace of the Town and secure the inhabitants from personal violence and their property from loss or injury. (Pr. Laws 1905, C. 26, Sec. 19; Am. Ord. 2017-006, adopted 5-15-17)

Section 24. Tax lists.

The Clerk and Treasurer shall, on the third Monday in May of each and every year, make advertisement in some newspaper, notifying all persons residing in the Town of Franklin who own or have control of taxable property in the Town on the first of June to return to him on or before the last day of June a list of their taxable property in the Town. The list shall state the number of lots or parts of lots and all other property now taxable or that may hereafter be made taxable by the laws of the State or the ordinances of the Town, and the list so returned to the Clerk and Treasurer shall be sworn to before him, and he is hereby authorized to administer to them the following oath: "I, _____ do solemnly swear that the tax return made out and returned by me contains a full and accurate list of the number of lots owned by me in the Town, a full and accurate list of all property, stocks, bonds, shares in incorporated companies, income, solvent credits and all other property of all kinds and descriptions subject to taxation by the laws of the State and ordinances of the Town according to my best information and belief: So help me, God." And from the return so made the Clerk and Treasurer shall, within 30 days after the expiration of the time for taking the list, make out in a book kept for that purpose an alphabetical list of the persons and owners of property who have so made their return in the same manner as tax lists are made out by law for the collection of State taxes. And the Clerk and Treasurer shall copy in the book the assessments made by the Board of Township Assessors of all property within the Town limits, which assessment may be revised, corrected or amended by the Town Council. (Pr. Laws 1905, C. 26, Sec. 20; Am. Ord. 2017-006, adopted 5-15-17)

Section 25. Same; additions.

The Clerk and Treasurer shall, within 30 days from the return of the tax list, make out, to the best of his knowledge and belief, by comparing his book with the returns made by the Board of Township Assessors and by diligent inquiry from other sources, a list of taxable polls and owners of taxable property in the Town who shall have failed to return a list in the manner and time aforesaid, and the person so listed shall forfeit and pay a sum to be fixed by the Town Council not exceeding twice the amount of his tax, which penalty may be recovered as other fines and penalties are recovered by the Town Council before the Mayor of a justice of the peace. (Pr. Laws 1905, C. 26, Sec. 21; Am. Ord. 2017-006, adopted 5-15-17)

Section 26. Subjects of taxation.

In order to raise a fund for the expenses incident to the proper government of the Town, the Council members may annually levy and collect the following taxes, viz.:

(A) On all real estate and personal property in the Town, a tax not exceeding fifty cents on every hundred dollars value of property, and on all taxable polls a tax not exceeding $1.50, who may be residents of the Town on the first day of June of each year or may have been so resident within 60 days next preceding that day; the constitutional equation to be observed in all levies.

(B) On all carriages, buggies, hacks and horses used in the Town for hire, a tax not exceeding $5. (Pr. Laws 1905, C. 26, Sec. 22; Pr. Laws 1907, C. 323, Sec. 2; Am. Ord. 2017-006, adopted 5-15-17)

Section 27. Council members to levy taxes.

As soon as the Clerk and Treasurer shall have furnished the assessment roll as provided, and the same shall have been revised by the Board, the Town Council shall proceed to levy the taxes on the subjects of taxation as they may choose and shall place the tax list in the hands of the collector for collection, who shall proceed forthwith in the collection, and shall complete the same on or before the first day of January next ensuing, and shall pay the monies as collected to the Treasurer; and the collector for his compensation shall receive not exceeding 5% on the amount collected. (Pr. Laws 1905, C. 26, Sec. 23; Pr. Laws 1907, C. 323, Sec. 3; Am. Ord. 2017-006, adopted 5-15-17)

Section 28. Tax to be collected by distress.

If any person liable to taxes on subjects di rected to be listed shall fail to pay them within the time prescribed for collection, the collector shall proceed forthwith to collect the same by distress and sale, after public advertisement for the space of ten days in some newspaper published in the county, if the property to be sold be personalty, and of 30 days if the property be realty. (Pr. Laws 1905, C. 26, Sec. 24)

Section 29. Real estate to be sold.

When the tax due on any lot or other land which is hereby declared to be a lien on the same shall remain unpaid on the

first day of January, and there is no other visible estate of the lot or land of the person in whose name it is listed liable for distress and sale known to the Collector, he shall report the fact to the Council members, together with a particular description of real estate and thereupon the Council members shall direct the same to be sold at the courthouse door by the Collector, after advertising for 30 days in some newspaper published in the County, which the Collector shall do. And the Collector shall divide the land or lot into as many parts as may be convenient (for which purpose he is authorized to employ a surveyor), and shall sell as many parts as may be required to pay the taxes and all expenses attendant thereto. If the same cannot be conveniently divided the Collector shall sell the whole; and if no person will pay the whole of the tax and expenses for the whole of the land the same shall be struck off for the Town, and, if not redeemed as hereinafter provided, shall belong to the Town in fee. The Collector shall return an account of his proceedings to the Council members, specifying the portions in which the land was divided and the purchaser or purchasers thereof, and the prices paid by each, which shall be entered on the book of proceedings of the Council, and if there shall be a surplus after paying the taxes and expenses of advertising and selling the same it shall be paid into the Town Treasury, subject to the demand of the owner. (Pr. Laws 1905, C. 26, Sec. 25; Am. Ord. 2017-006, adopted 5-15-17)

Section 30. Improvement of streets and sidewalks.

The Town Council is hereby authorized and empowered to tax and assess at any regular meeting 1/2 the cost of paving sidewalks and 1/3 the cost of macadamizing or paving streets against the lands fronting on each side of the street, each property being liable only for the share of the cost of paving or macadamizing that part of the street or sidewalk upon which the property fronts; and for the purpose the Town Council shall cause to be kept an accurate account of the cost of the pavement or macadam upon which each property fronts; and the person appointed or directed to keep the account shall report the same to the Council under oath, and when found by the Council to be correct, it shall be entered in the minutes as a charge against the frontage, and the sums so charged shall be a lien on the property from the time, which lien shall relate back to the time the improvements were begun under an order of the Council for the purpose. The Council shall cause notice to be served personally or through the mails upon the owner of the lands charged of the amount of the charge and of the time herein provided for the payment of the same, and unless the same shall be paid within 30 days thereafter the Clerk of the Council shall issue execution against the property charged, directed to the Chief of Police, who shall sell the same after due advertisement, by descending bids, to the person who will pay the charges and costs of sale for the least number of front feet running back at right angles with the street to the back of the lot. Any landowner may pay amount so charged against his land under protest and file a statement with the Town Council, under oath, that the amount charged is in excess of the share of costs for which the property is made liable by this act; in which case the Council shall cause the issue to be transferred to the Superior Court, to be tried as other civil issues, and the Town shall return any excess found to the owner with costs, if the issue is found against it. (Pr. Laws 1907, C. 323, Sec. 4; Am. Ord. 2017-006, adopted 5-15-17)

Section 31. Equity of redemption.

The owner of any land sold under the provi sions of this charter and amendments, or any person acting for them, may redeem the same within one year after the sale by paying to the purchaser the sum paid by him and 25% on the amount of taxes and expenses, and the Treasurer shall refund to him the proceeds, less double the amount of the taxes. That if the real estate sold as aforesaid shall not be redeemed within the time specified, the corporation shall convey to the purchaser or his assigns the same in fee; and the recitals in the conveyance, or in any other conveyance of land sold for taxes due the town, that the taxes were due, or of any other matter required to be true or done before the sale might be made, shall be prima facie evidence that the same was true and done. (Pr. Laws 1905, C. 26, Sec. 26)

Section 32. License taxes.

In addition to the subjects listed for taxation the Council members may levy a tax on the following subjects, the amount of which tax, when fixed, shall be collected by the Tax Collector immediately, and if the same be not paid on demand the same may be recovered by suit on the articles upon which the tax is imposed. Any other property of the owner may be distrained and sold to satisfy the same, viz.:

(A) Upon all itinerant merchants or peddlers selling or offering to sell in the Town, a tax not exceeding $50 per year, except only as sell books, charts or maps, and the like as sell only goods, wares and merchandise and other productions of the growth and manufacture of the state. Upon every company of circus riders who shall exhibit within the Town or in one mile thereof, and upon every person or company exhibiting within the Town or in one mile thereof, stage or theatrical companies, sleight-of-hand performers, rope-dancing, tumbling or menagerie, a tax not exceeding $100 for every day they exhibit.

(B) Upon every exhibition of any other kind, and on every theater company, circuses, menageries, horse-dealers or any other business, company or agency enumerated in Schedule "B" of chapter 247 of the Public Laws of 1903, or which may hereafter be the subject of taxation by the State law, when not exempt from a license or privilege tax by Towns, a tax equal to the amount imposed by the State law for the use of the State. (Pr. Laws 1905, C. 26, Sec. 27; Am. Ord. 2017-006, adopted 5-15-17)

Section 33. Objects of taxation.

Taxes for the Town purposes shall be levied on real and personal property, and all other objects of taxation shall be taxed as provided in the State Constitution. (Pr. Laws 1905, C. 26, Sec. 28)

Section 34. Streets.

The Town Council shall have power to grade, macadamize and pave the streets and sidewalks, and to lay out, build and open new streets or widen those already open, and make the improvements thereon as the public convenience may require. That when any land or right-of-way may be required for the purpose of opening new streets or for widening those already open, or for other subjects allowed by this charter, and for want of agreement as to the value thereof the same cannot be purchased from the owner or owners, the same may be taken at a valuation to be made by three freeholders of the town to be chosen by the Council members of the Town, after giving ten days' notice to the land-owner in writing; and in making the valuation the freeholders, after being duly sworn by the Mayor or other officer authorized to administer oaths, shall take into consideration the loss or damage which may accrue to the owner in consequence of the land or right-of- way being surrendered; also any benefit or advantage the owner may receive from the opening or widening of the streets or other improvement, and ascertain the sum which shall be paid to the owner of the property, or, if the benefits shall be greater than the damage to the property owner, shall report the amount of benefits to the property owner and report the same to the Town Council, and under their hands and seals, which report, on being confirmed by the Council and spread upon their minutes, shall have the effect of a judgement against the Town Council or land-owner, as the case may be, and shall pass the title to the Town Council in their corporate capacity of the land so taken; and in the case of the improvement being declared a benefit to the land- owner by the appraisers, as above provided, shall be a lien on the land of the owner for the amount of the sum so declared: Provided, that if any person over whose land the street may pass or improvement be erected, or the Council members, be dissatisfied with the value thus made, then in that case either party may appeal to the next Superior Court of Macon County, where the issues may be tried as appeals are from the Commissioners' court: Provided, however, that the appeal shall not hinder or delay the Council members opening or widening the street or erecting the improvement. The Town Council shall further have power to cause the sidewalks to be curbed and paved, or repaired when deemed necessary: Provided always, that the owner before whose lot the curbing or paving may have been ordered shall have 30 days' notice, in writing, of the order of the Council. (Pr. Laws 1905, C. 26, Sec. 29; Am. Ord. 2017-006, adopted 5-15-17)

Section 35. Same; assessments.

Whenever the Town Council of the Town of Franklin shall order any street or sidewalk to be opened, graded, macadamized, paved or otherwise constructed, repaired or improved, the Town Council shall have the power to assess any portion, not exceeding one-half, of the cost of the opening, grading, macadamizing, paving, construction, repairs or improvements against the property owners benefited by proposing opening, grading, macadamizing, paving, construction, repairs or improvements. To the end that the provisions of this section may be carried into effect the Town Council shall have the power to declare the area within the town as may be directly benefited by the proposed opening, grading, macadamizing, paving, construction, repairs or improvements, a taxing district and the cost of the proposed improvements assessed against the property owners shall be a lien upon the lands of the several property owners lying within the area to the extent and in the manner following:

The Town Council having declared the taxing district and fixed its boundaries and having ordered the proposed improvements and fixed the proportion to be assessed against the property owners benefited, shall appoint a jury of three disinterested freeholders of the Town, who shall go upon the property embraced in the taxing district, after 30 days notice in writing to the respective owners of the property, and assess against the owner of each individual piece of property within the district the proportion of the cost to be paid by him, and the same shall be a lien upon all property of the property owner lying with said taxing district. It shall be a lien upon all property of the property owner lying with the taxing district. It immediately adjacent or contiguous to the street or sidewalk so ordered to be opened, graded, macadamized, paved, constructed, repaired or improved, but it shall be sufficient that the property be included in the taxing district so declared and established by the Town Council. But the Town Council shall only include in the taxing district the property as is directly benefited by the proposed improvement. The jury so appointed shall make their report in writing to the Town Council under their hands and seals, which report shall be subject to review or amendment by the Town Council, and on being confirmed by the Council and spread upon their minutes, shall have the effect of a judgment against the respective landowners and be a lien upon the lands of the owners for the amounts so declared: Provided, that any party aggrieved by the action of the Town Council upon the report shall have the right of appeal to the Superior Court of Macon County. (Pr. Laws 1920 E.S., C.6; Am. Ord. 2017-006, adopted 5-15-17)

Section 36. Cemeteries.

The Town Council shall have power to regulate the manner and terms on which bodies may be interred in the cemeteries in the Town, and have the cemeteries kept in due order and repair, and they shall have power to purchase, when they deem it necessary, a piece of land within or beyond the limits of the Town for the purpose of a public cemetery. They also have power to forbid any and all interments of dead bodies within the limits of the Town whenever they may deem it expedient. (Pr. Laws 1905, C. 26, Sec. 30; Am. Ord. 2017-006, adopted 5-15-17)

Section 37. Fire limits.

The Town Council of the Town may have power to establish fire limits within the Town, within which limits it shall not be lawful for any person to erect or build any wooden house, make any wooden additions to any house or cover any building other than with metal or slate without first obtaining a building permit from the Council, under the penalties as the Council may establish, and penalties may be sued for and recovered against the owner of the property in any court having

jurisdiction. (Pr. Laws. 1905, C. 26, Sec. 31; Am. Ord. 2017-006, adopted 5-15-17)

Section 38. Additional powers.

The Town Council shall have power to prohibit or control the firing of firearms, firecrackers, torpedoes and other explosives, and to control the sale and manner in which the same may be kept in the Town; the pace and speed at which horses may be driven or ridden in the Town; the arrangement of all stovepipes and flues in buildings; the manner in which powder and other explosives and inflammable materials may be kept and sold; the manner in which dogs, hogs and other stock may be kept, and prevent them from running at large in the Town; to cause all alleys, lots, cellars, privies, stables and other places of like character to be examined by a sanitary officer to be appointed for that purpose. It shall be their duty, on complaint, to cause by their order the sanitary officer to have the places cleaned and the nuisance abated, and the sanitary officer or other person appointed by the Council or charged with that duty shall have authority to enter the premises described to be in bad order and inspect and have the same cleaned; and the expense of having the same cleaned and of abating the nuisance shall be recovered from the owner by action of debt in any court having jurisdiction: Provided, the owner or occupier refuses to abate the nuisance after notice given by the sanitary officer. (Pr. Laws 1905, C 26, Sec. 32; Am. Ord. 2017-006, adopted 5-15-17)

Section 39. Nuisances.

The Town Council shall have power and it shall be their duty to prohibit all trades or occupations which are a nuisance from being carried on in their Town, and the power and authority of the Council for the abatement of nuisances shall extend ½ mile from the town limits. They shall have power and it shall be their duty to cause all ponds, sunken lots and other places where filth accumulates to be drained and filled up, and to declare all houses which have become decayed and dilapidated or in an unsanitary condition, or that are dangerous to life and limb from their dilapidated condition, a nuisance, and have them repaired or torn down, and to recover of the owner or occupier of the premises, as above, the expenses incurred in the removal or repairing of the house or the abating of the nuisance, which expenses shall be a lien on the lot: Provided, the owner or occupier of the lot, after ten days' notice, shall neglect or refuse to remove, repair or abate the nuisance. They shall have authority to cause all nuisances arising from any cause whatever within and for ½ mile without the Town limits to be removed or abated, and for the removal or abating any nuisance the person creating the same shall pay the same as above required. (Pr. Laws. 1905, C. 26, Sec. 33; Am. Ord. 2017-006, adopted 5-15-17)

Section 40. Markets.

The Council shall have power to regulate the manner in which provisions and all other articles shall be sold in the streets and markets of the Town, and to regulate the manner in which the streets, markets, squares and sidewalks in the Town may be used and kept. (Pr. Laws 1905, C. 26, Sec. 34; Am. Ord. 2017-006, adopted 5-15-17)

Section 41. Fines and penalties.

All fines and penalties imposed by this act, or which are or may be imposed by the ordinances of the Town or the laws of the State shall be paid to the Town Treasurer for the benefit of the town. That for the violation of any ordinance or bylaw made by the Town Council they may prescribe penalties not exceeding $50 for each offense; and when judgment shall be given for any penalty the defendant may, unless the penalty and costs be paid, be tried for a misdemeanor and committed to the County jail for 30 days or fined $50, in the discretion of the court, unless payment of the penalty and costs be made. (Pr. Laws 1905, C. 26, Sec. 35; Am. Ord. 2017-006, adopted 5-15-17)

Section 42. How penalties recoverable.

All penalties imposed by law relating to the Town and all imposed by this act or the ordinances of the Town shall be recoverable in the name of "The Town of Franklin" before the tribunal having jurisdiction thereof. (Pr. Laws 1905, C.26, Sec. 36)

Section 43. Salary of Council members.

The Council members may each be allowed a salary not exceeding two dollars $2 per day for the time actually employed in the service of the city, and the salary of no officer appointed or elected shall be increased or diminished during the time for which he was elected. (Pr. Laws 1905, C. 26, Sec. 37; Am. Ord. 2017-006, adopted 5-15-17)

Statutory reference:

G.S. § 160A-64 authorizes the Council to establish and alter their own compensation

Section 44. Violations of ordinances.

Any person or persons violating any of the ordinances of the Town shall be guilty of a misdemeanor and subject to the provisions of the Code relative to "Towns." (Pr. Laws 1905, C. 26, Sec. 38)

Statutory reference:

RELATED LOCAL LAWS

PRIVATE LAWS 1927

CHAPTER 432

Confederate Monument

Section 1. Desecration prohibited; use of lot.

Section 2. Violation; penalty.

CHAPTER 432 Confederate Monument

Section 1. Desecration prohibited; use of lot.

It shall be unlawful for any person, firm or corporation to desecrate or use in any way except as a memorial to the Confederate soldiers of Macon County the lot in the Town of Franklin which has been set aside and designated as the Confederate memorial lot, the lot being enclosed by an iron railing, and on which is erected the monument of the Confederate dead.

Section 2. Violation; penalty.

Any person, firm or corporation violating the provisions of this act shall be guilty of a misdemeanor, and upon conviction shall be fined not less than $50 or imprisoned not less than 30 days, within the discretion of the court.

PRIVATE LAWS 1929

CHAPTER 3

Use of Power Plant Proceeds

Section 1. Purpose of expenditures.

Section 2. Division of expenditures authorized.

CHAPTER 3 Use of Power Plant Proceeds

Section 1. Purpose of expenditures.

It shall be unlawful for the Town Council of the Town of Franklin, in Macon County, to use the $26,000, now in the hands of its Treasurer, and arising from the sale of its municipal power plant, to pay off and discharge any notes or other debts of the Town of Franklin now outstanding, whether due or hereafter to become due, to build, construct, hard-surface or improve any street or streets of the Town, to build or construct sidewalks, to build or construct any waterworks or any other improvements in the Town for the general use of the citizens of the Town.

Section 2. Division of expenditures authorized.

The Town Council of the Town of Franklin be and they are hereby authorized, directed and empowered to use any part or all of the $26,000 for the purpose of any one or all of the purposes set out in section one of this act.

SESSION LAWS 1947

CHAPTER 38

Qualifications of officers

Section 1. Exemption from law.

CHAPTER 38 Qualifications of Officers

Section 1. Exemption from law.

The provisions of Chapter 160-25 of the General Statutes of 1943, requiring mayors, commis sioners, intendants of police, aldermen or other chief officers of any city or town to be qualified voters therein, shall not apply to the Town Police Chief, Town Clerk, Town Fire Chief, police officers or other officers or employees of the Town of Franklin except that the Mayor and the members of the Town Council shall be qualified voters of the municipality.

Monthly Reports

Town of Franklin

Memo

To: Amie Owens

From: Finance Office

Date: September 29, 2026

Re: Monthly Department Report

Report for September 2026

- We have had continued communication and follow-up work with Martin Starnes as needed and they will complete the audit report prior to the reporting deadline. The audit report is in the drafting phase.
- Finance Team and IT team worked with Tyler Technologies to complete the software transition to the cloud-based platform.
- Assistant Town Manager/Finance Director attended the first week of Civic Fellows Leading for Results program September 14th-18th. This course is made up of leaders from across the state with the guiding principle that your leadership makes a difference. The final week of the program is October 12th-16th.
- Final sales tax revenue for the Fiscal Year 25/26 was $175,548.91 which is an increase of 5.8% over the same period last year. The final revenue collected for fiscal year 25/26 is $1,847,975.25, which was a 6.2% increase over previous fiscal year collections.
- 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

TOWN OF FRANKLIN

Monthly Financial Summary- by: Alison Stamey

FISCAL PERIOD
2026–2027 (Ending 09/30/2026)

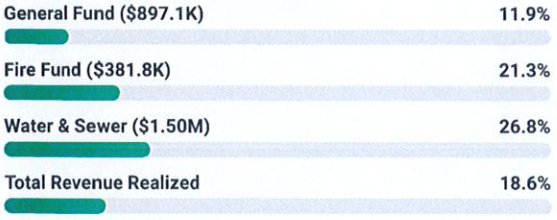
TOTAL BUDGET	YTD REVENUE	YTD EXPENSES	ENCUMBERED
$14.92M	**$2.78M**	**$2.98M**	**$590.6K**
Current Authorized Budget	18.63% Realized	19.97% Expended	3.96% Committed

FUND FINANCIAL PERFORMANCE

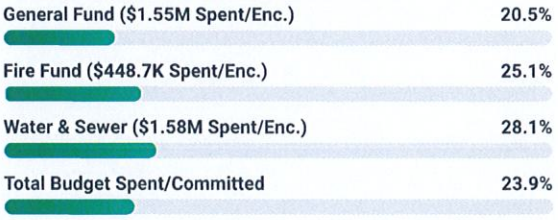
FUND / CATEGORY	CURRENT BUDGET	PERIOD ACTIVITY	YTD ACTIVITY	ENCUMBRANCES	VARIANCE FAV / (UNFAV)	% REM
10 - General Fund (Revenue)	$7,523,051.39	$419,516.47	$897,093.20	—	($6,625,958.19)	88.08%
10 - General Fund (Expense)	$7,523,051.39	$336,343.43	$1,374,588.06	$170,856.60	$5,977,606.73	79.46%
28 - Fire Fund (Revenue)	$1,791,443.00	$305,815.17	$381,816.74	—	($1,409,626.26)	78.69%
28 - Fire Fund (Expense)	$1,791,443.00	$110,675.15	$364,076.48	$84,637.85	$1,342,728.67	74.95%
60 - Water & Sewer (Revenue)	$5,604,714.00	$554,398.60	$1,500,205.94	—	($4,104,508.06)	73.23%
60 - Water & Sewer (Expense)	$5,604,714.00	$204,092.46	$1,240,435.57	$335,143.94	$4,029,134.49	71.89%
TOTAL REVENUE	**$14,919,208.39**	**$1,279,730.24**	**$2,779,115.88**	**—**	**($12,140,092.51)**	**81.37%**
TOTAL EXPENSES	**$14,919,208.39**	**$651,111.04**	**$2,979,100.11**	**$590,638.39**	**$11,349,469.89**	**76.07%**

VISUAL PROGRESS ANALYSIS

REVENUE COLLECTION PROGRESS



EXPENSE & ENCUMBRANCE COMMITMENTS



Financial Highlights: Through Quarter 1 (25% of the fiscal year), overall spending sits at 19.97% ($2.98M), well within planned limits. **Water & Sewer** leads in revenue collection at 26.77% ($1.50M), successfully offsetting operational expenses ($1.24M).

Town of Franklin

Memo

To: Amie Owens

From: Main Street Program

Date: September 30, 2026

Re: Monthly Department Report

Report for September 2026

- Main Street Franklin has received official 501c3 Non-Profit status through the IRS. This will give us access to a much larger pool of grant opportunities and also puts us in a better position for our evaluation as a DAC applicant.
- Acquired downtown office space via a partnership with the Scottish Tartans Museum
- Completed overlay of Main Street District & Historic District maps (required for DAC Application)
- Continued building the Downtown Business Inventory document
- Met with Sylva's Downtown Economic Director to discuss Co-working spaces in downtown, downtown sales data, funding avenues.
- Met with Highlands leadership to discuss town-specific and county-wide data gathering opportunities.
- Continued building local/regional network of potential partners for our organization's initiatives and goals.

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

To: Town Council

From: Justin Setser, Fire Chief

Date: August 31, 2026 – September 27, 2026

Subject: Fire Department Monthly Report – September

Calls

Franklin Fire and Rescue responded to 139 calls for service in month.

Structure Fires 3
Vehicle Fires 2
Vehicle Accidents 11
Medical Alarms 100
Fire Alarms 9
Brush Fires 6
Haz-mat 2
Mutual Aid 2
Cancelled / Good Intent 6

Dept Info

New Tahoe Squad 11 (S-11) has been lettered and will go have radios and light installed on September 29th.

New Class A's have been ordered for members qualifying for them and members needing alterations.

Pete Haithcock is being recognized by the department and other state agency's for having 50 Years of Service to the department.

The 1937 Fire Engine is in the mechanic shop having some repairs performed.

Annual ladder testing was performed for all ground ladders and aerial truck.

23 Fire hydrants have been re-painted by the department in the area of west Franklin. More hydrants will be painted in the coming weeks.

Justin Setser
Fire Chief

Fleet Maintenance Monthly Report

Prepared by Alison Stamey

> Please note that management is actively tracking and monitoring overall fleet fuel expenses. To support efficiency goals, strategic fuel saving practices and guidelines have been officially communicated to all fleet drivers.

📊 Fleet Maintenance Task Count by Service Group



📋 Grouped Service Logs

Service Category	Vehicle Identifier	Logged Maintenance Activity
⚙️ Transmission Maintenance	174-(S-311)	Transmission fluid flush
	174-(S-311)	Transmission maintenance
	179-Ford F-150	Transmission flush
	179-Ford F-150	Transmission maintenance
	182-Ford Explorer	Transmission flush
	182-Ford Explorer	Transmission maintenance
	185-Interceptor	Transmission maintenance
	187-Ford F-150	Transmission flush
	187-Ford F-150	Transmission maintenance
	190-Ford Interceptor	Transmission fluid flush
	195-(S-211)	Transmission maintenance
	197-Chevy Silverado	Transmission fluid & filter
🛢️ Oil & Filter Changes	180-Ford F-150	Oil change (Public Works)
	195-(S-211)	Oil changes (Fire Dept)
	207-Dodge Durango	Oil changes (Police)
🪟 Body, Glass & Interior	1010-Facilities Maint.	New windshield wipers
	188-Meter Reader	Cabin air filter
	197-Chevy Silverado	New windshield

Service Category	Vehicle Identifier	Logged Maintenance Activity
⚠️ **Safety Recalls**	**9513-Dodge Ram 1500** **9514-Dodge Ram 1500**	Seat belt recall Seat belt recall
⚡ **Electrical & Lighting**	**180-Ford F-150** **191-Ram 1500**	Fuel pump relay Fix flashing lights
🛞 **Steering, Suspension & Tires**	**208-Dodge Durango** **216-Dodge Durango**	New motor mount 1 new tire

To: Town Council

From: Sarah Bishop

Date: September 2026

Subject: Planning Monthly Report – September

Boards:

***Town Planning Board/BOA**:* No meetings this month.

***County Planning Board**:* Will attend in October.

Code Enforcement:

Land Development Permits: (4) permits were issued.

Sign Ordinance: (3) Sign permit was issued. 19 illegal signs have been removed from ROW.

Sign Violations: N/A

Sign Violations Closed:

Nuisance Ordinance:

Open Cases: 697 W Palmer St.-Grass, 59 Cook St.-Demo Debris, 400 Palmer Dr. (Unit 2&3)-Trash/debris, 90 Second St.-Grass/trash, 245 Riverview St.-Grass

Resolves Cases: 31 Church St.-Grass/Weeds, Sawmill Village Ln.-Weeds, 145 Cook St.-Trash/debris, 469 Trimont Trl.-Tires/Trash, 10 W Palmer St.-Weeds, 9 Dan St.-Grass, 55 Dan St.-Weeds, 152 Green St.-Weeds, 8 Westside Lane, 544 West Main St., 587 West Main St., 163 Foxfire St.-Trash, 64 Foxfire St.-Grass, 275 Tennessee View St.-Trash

Junk / Abandoned Vehicles:

Open cases: 91 Grandview Dr. – (1)

Resolved Cases: 164 Cunningham Rd.(1), 59 Cook St.(1), 145 Cook St.(1), 275 Tennessee View St. (1)

Minimum Housing: 185 Rogers Rd

Resolved: 9-114 Macon Center Drive, 66 Skylark St.

Other Open: Teaberry Ln.-Prohibited R-1 Use

Other Closed:

Items to Note: New Town Planner, Callie Barnett began work on September 11th, 2026.

Sarah Bishop
Assistant Town Manager/Finance Director

Franklin Police Department

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

Devin Holland
Chief of Police

Amanda Owens
Town Manager

Police Departmental Report

Start Date 9/1/2026

End Date 09/28/2026

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	September	August	July	2026-2027 Fiscal YTD
100	VANDALISM	5	4	0	9
11	WILDLIFE CALL/VIOLATION	0	1	0	1
14	MESSAGE/INFORMATION	2	2	2	6
15	HARASS/THREATEN/STALKING	0	1	1	2
21	CALL SUBJECT	29	48	33	110
29	WARRANT/CIVIL PROCESS	5	9	7	21
29D	DOMESTIC VIOLENCE ORDER	0	0	0	0
37	SPECIAL ASSIGNMENT	1	15	40	56
37D	DRONE	0	0	0	0
37I	CODE INSPECTION/ENFORCEMENT	6	1	6	13
38	BUSINESS CHECK	110	193	184	487
38B/38F	BIKE PATROL/FOOT PATROL	0	3	1	4
39	OPEN DOOR	0	2	0	2
40	FIGHT IN PROGRESS	3	1	0	4
43F	FOOT CHASE	0	0	0	0
43V	VEHICLE CHASE	0	0	1	1
45	BOMB THREAT	0	0	0	0
46	BANK ALARM	0	0	0	0
47	MOTORCYCLE/4wheeler on ROAD	0	1	0	1
48	RECKLESS/EXCESSIVE SPEED	14	24	13	51
49	REPORT OF DRAG RACING	0	0	0	0
5	RELAY OR TRANSPORT	1	1	4	6
50	VEHICLE ACCIDENT	40	58	37	135
53	ROADBLOCK	0	3	0	3
53L	LINES DOWN	0	0	1	1
53T	TREE DOWN IN ROADWAY	0	1	0	1
54	HIT AND RUN	11	5	10	26
55	IMPAIRED DRIVER	2	8	11	21
56	IMPAIRED INDIVIDUAL	0	3	2	5
59	DIRECT TRAFFIC/ESCORT	4	1	1	6
60	SUSPICIOUS PERSON OR VEHICLE	55	103	83	241

	Event Description	September	August	July	2026-2027 Fiscal YTD
61	TRAFFIC STOP	76	183	201	460
62	BREAKING AND ENTERING	2	2	2	6
62IP	B & E IN PROGRESS	1	0	2	3
63	INVESTIGATE	45	43	49	137
64	IDENTITY THEFT/FRAUD	1	1	5	7
66	CLEAR PARKING LOT	0	0	0	0
67	PERSON/BODY FOUND	0	0	0	0
68	LIVESTOCK IN ROADWAY	0	0	0	0
69	TRESPASSING	3	10	2	15
70	IMPROPER PKING/ABANDON.CAR	5	5	4	14
72	SUBJECT IN CUSTODY	0	1	1	2
72T	PRISONER TRANSPORT	1	0	0	0
73	MENTAL SUBJECT	4	5	1	10
73P	PAPERWORK	0	11	1	12
73T	TRANSPORT MENTAL SUBJECT	0	0	0	0
75	STOLEN VEHICLE	0	4	1	5
76	PROWLER	0	1	0	1
77	LARCENY	0	12	9	21
78	SHOPLIFTING	0	5	1	6
79	PUBLIC DISTURBANCE	0	14	12	26
79N	PUBLIC DISTURBANCE NOISE	0	2	5	7
80	DOMESTIC DISTURBANCE	13	14	9	36
82	REPORT OF A WEAPON	2	2	0	4
83	WELFARE CHECK	32	43	22	97
83F	ABANDONED/FOUND PERSON	0	0	0	0
84	REPORTED CHILD ABUSE	1	0	0	1
84P	CHILD EXPLOITATION -PORN	0	0	0	0
85	STRANDED MOTORIST	8	16	11	35
85U	UNLOCK VEHICLE	7	9	11	27
86	MISSING PERSON	2	2	1	5
86K	KIDNAPPING/UNLAWFUL CUSTODY	0	0	0	0
87	MISSING OR RUNAWAY JUVENILE	0	6	5	11
88B	BRUSH FIRE	0	0	0	0
88G	GAS LEAK/HAZARDOUS MATERIALS	0	1	0	1
88H	HAZARDOUS MATERIALS	0	0	1	1
88M	MISCELLANEOUS FIRE/EXPLOSION	0	0	0	0
88P	POWER POLE ON FIRE	0	1	1	2
88S/V	STRUCTURE FIRE/VEHICLE FIRE	2	0	0	2
88SP	SEARCH FOR A MISSING PERSON	0	0	0	0
89	ANIMAL CALL	5	6	2	13
89B	ANIMAL BITE	0	0	0	0
90	ALARM	19	40	29	88
91	KEEPING THE PEACE/EVICTION	0	0	0	0
95	DRUG CHECK	2	7	2	11
96	ASSAULT	3	0	2	5
97	SEXUAL ASSAULT/RAPE	0	0	1	1
99	INVESTIGATE 911 HANGUP	13	6	18	37
C4	CPR IN PROGRESS	0	0	0	0

	Event Description	September	August	July	2026-2027 Fiscal YTD
C5	DOA	0	1	0	1
C10	POSS SUICIDE	1	3	0	4
MA	MED ALARM	0	0	0	0
MED	MEDICAL CALL	0	1	0	1
MED-04	BACK PAIN	0	0	0	0
MED-05	BLEEDING-LACERATIONS	1	0	0	1
MED-06	BREATHING PROBLEMS	0	0	2	2
MED-10	CHEST PAIN	0	0	0	0
MED-11	CHILD BIRTH- OBSTETRICS	0	0	0	0
MED-12	CHOKING	0	0	0	0
MED-14	CONVULSIONS-SEIZURES	0	1	0	1
MED-15	DIABETIC PROBLEMS	0	0	0	0
MED-17	ELECTROCUTION	0	0	0	0
MED-19	FALLS-BACK INJURIES	1	1	1	3
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	0	2	0	2
MED-26	MENTAL HEALTH	0	0	0	0
MED-27	SICK PERSON	2	0	1	3
MED-28	STAB-GUNSHOT INJURY	0	0	0	0
MED-29	STROKE - CVA	0	0	0	0
MED-30	TRAUMATIC INJURY	0	0	1	1
MED-31	UNCONSCIOUS/FAINTING	2	3	1	6
MED-32	UNKNOWN MEDICAL PROBLEM	0	0	0	0
MT	MEDICAL TRANSPORT	1	0	0	1
WALK-IN	LOBBY WALK-IN	18	14	19	51
	Totals updated	**590**	**966**	**873**	**2439**

Activity Summary By Detail – Franklin Police Department

Incident/Investigation	September	August	July	2026-2027 Fiscal YTD
11A – Rape	0	0	0	0
11C – Sexual Assault with an Object	0	0	0	0
11D – Fondling	0	1	0	1
13A – Aggravated Assault	1	0	0	1
13B – Simple Assault	2	4	3	9
13C - Intimidation	0	0	0	0
200 – Arson	0	0	0	0
220 – Burglary/Breaking and Entering	1	1	0	2
23C – Shoplifting	0	1	0	1
23D – Theft from a Building	0	0	0	0
23F – Theft from a Motor Vehicle	0	0	0	0
23G -Theft of Motor Vehicle Parts or Accessories	0	0	0	0
23H – All Other Larceny	2	8	2	12
240 – Motor Vehicle Theft	1	0	1	2
250 – Counterfeiting/Forgery	0	0	1	1
26A – False Pretenses/Swindle/Confidence Games	0	0	0	0

26B – Credit Card/ATM Fraud	0	0	0	0
26E – Wire Fraud	0	0	0	0
26F – Identity Theft	1	0	0	1
280 – Stolen Property Offenses	0	0	0	0
290 – Destruction/Damage/Vandalism of Property	3	4	2	9
35A – Drug/Narcotics Violations	3	14	3	20
35B – Drug Equipment Violations	1	8	1	10
370 – Pornography/Obscene Material	1	0	0	2
520 – Weapon Law Violations	2	1	0	3
720 – Animal Cruelty	0	0	0	0
90A - Bad Checks	0	0	0	0
90C – Disorderly Conduct	2	1	0	3
90D -- Driving under the Influence	3	6	2	11
90E -- Drunkenness	0	1	0	1
90F – Family Offenses, Nonviolent	0	0	0	0
90G - Liquor Law Violations	0	1	0	1
90J – Trespass of Real Property	1	5	2	8
90Z – All Other Offenses	43	59	44	103
Total Offenses	**67**	**116**	**61**	**244**
Total Incidents	**39**	**61**	**42**	**142**

Arrests	**September**	**August**	**July**	**2026-2027 Fiscal YTD**
11A – Rape	0	0	0	0
13A – Aggravated Assault	1	0	0	1
13B – Simple Assault	2	4	1	7
13C – Intimidation	0	0	0	0
200 -- Arson	0	0	0	0
220 – Burglary Breaking and Entering	0	1	0	1
23C – Shoplifting	0	0	0	0
23F – Theft from a Vehicle	0	0	0	0
23H – All Other Larceny	1	2	2	5
240 – Motor Vehicle Theft	0	1	0	1
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	0
290 – Destruction/Vandalism of Property	0	2	0	2
35A – Drug/Narcotic Violations	3	12	2	17
35B -- Drug Equipment Violations	3	9	1	13
520 – Weapon Law Violations	2	3	0	5
90C – Disorderly Conduct	2	1	0	3
90D - Driving Under the Influence	2	7	2	11
90E – Drunkenness/Liquor Law Violations	0	2	0	2
90F – Family Offenses Nonviolent	0	0	0	0
90H – Peeping Tom	0	0	0	0
90J – Trespass of Real Property	1	3	3	7
90Z – All Other Offenses	26	44	19	89
Total Charges	**43**	**91**	**30**	**164**
Total Arrests	**21**	**37**	**15**	**73**

Citation	September	August	July	2026-2027 Fiscal YTD
Driving While License Revoked	3	9	12	24
Expired Registration	1	3	2	6
Failure to Reduce Speed	0	2	1	3
DWI	0	0	0	0
Failure to Stop (Stop Sign/Flashing Red Light)	0	0	0	0
Improper Transport of Children	0	0	0	0
Inspection	0	1	1	2
No Insurance	2	1	4	7
Other (Infraction)	5	10	6	21
Other (Misdemeanor)	0	4	2	6
Possess/Consume Alcohol – Passenger	0	0	1	1
Running Red Light	3	2	0	5
Seat Belt	0	0	0	0
Speeding (Infraction)	1	3	1	5
Speeding (Misdemeanor)	0	0	3	3
Unsafe Movement	0	4	0	4
Secondary Charge	4	13	14	31
No Operator License	5	10	11	26
Total Charges	**24**	**62**	**58**	**144**
Total Citations	**20**	**49**	**44**	**113**

Warning Tickets	September	August	July	2026-2027 Fiscal YTD
Driver's License	3	5	4	12
Failure to Yield	0	3	1	4
Following Too Closely	0	0	0	0
Improper/No Signal	0	0	0	0
Improper Equipment	1	6	0	7
Improper Parking	0	0	0	0
Improper Turn on Red	0	0	1	1
Left of Center	1	1	1	3
Lights	2	18	0	20
Obstructed Windows	0	0	20	20
Other	2	2	0	4
Seatbelt / Child Restraint	0	0	3	3
Speeding	2	6	9	17
Stop Sign or Signal	2	3	7	12
Unsafe Movement	2	7	2	11
Vehicle Insurance	2	5	5	12
Vehicle Registration	8	24	22	54
Total Charges	**25**	**80**	**75**	**180**
Total Warnings	**21**	**71**	**66**	**158**

Town of Franklin

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

Public Works September 2026 Monthly Report

August 31, 2026 - September 27, 2026

Issued Service Calls		September	August	2026 YTD
Begin Suspend		0	0	1
Billing Re-Read		60	69	611
Brush Pick Up		0	6	13
Connect		9	18	92
CR Re-read		0	0	2
CR Water Shutoff		2	0	7
Culvert Maintenance		0	0	0
Cutoff/Delinquent Accounts		28	21	223
Data Profile		4	4	37
Deceased Animal Removal		0	0	0
Disconnect		10	10	65
End Suspend		0	0	7
Hydrant Flushing		0	0	1
Inactivate		2	6	32
Leaf Pick Up		0	0	1
Leak Check		6	9	67
Mailing Address Change		1	5	30
Meter Box/Lid Repair		2	2	8
Meter Swap		41	46	365
Miscellaneous		10	10	109
Occupant Change		28	34	270
Pull Meter		0	0	10
Reinstate		0	0	0
Service Action		2	0	14
Sidewalk Repair		0	0	0
Street Repair		0	0	0
Variance Report		41	22	227
	Total	**246**	**262**	2192
NC 811 Locates		87	113	964
	Total	**333**	**375**	**3156**

TOWN OF FRANKLIN

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

Water

Replaced 2" water service at Lander Tubular on Van Raalte Street.
Replaced 3 3/4" water service and installed new meter on Lakeside Drive.
Repaired 3/4" water leak on Lake Emory Road.
Repaired 3/4" water leak on North Womack Street.
Repaired 10" water main on Georgia Road at the Welcome Center.
Repaired water leak on Ulco Bluffs Drive.
Repaired water leak on Van Raalte Street.
Repaired water leak on Sunday Drive.
Public works department assisted meter reader with manual meter reads.
Restocked rock dust at PW shop.
Relocated dirt for stockpile at Public Works.
Assisted the streets department with Fall decorating on Town properties.
Hauled off scrap metal from the shop.
Repaired hydrant on Riverbend Road and Younce Lane.
Replaced hydrant on Lakeview Drive.
Repaired hydrant on Cat Creek Road.
Maintenance on 300 meter lids for new endpoints.
Pothole Hillside Street and removed goose necks.
Completed 5 after hours calls.

Water Treatment Plant

Continued running new pvc chemical lines.
Pressure washed around plant and basins.
Transferred caustic from one bulk tank to the other to make repairs on the one bulk storage tank.
Replace one chemical dosinging pump and replaced tubing.
Met all sampling permit requirements.

Water Plant Upgrade:

Haren has set motors for high service pumps.
Haren has plumbed in temporary piping to test run high service pumps.
Haren has started filling underground piping in preparation for pressure testing.
Haynes is working on running electrical conduits in the building.
Haynes has completed all exterior conduit and is ready for main wire to be pulled.
Haynes has set both HVAC units.

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Cross Connection

0 new installed backflow preventors for the cross connection backflow program.
15 tested compliant for the cross connection backflow program.
1 backflow had to be repaired.

Sewer

Cleaned 600 ft. of sewer lines.
Installed new 8" sewer tap on Siler Road for Franklin Falls.
Helped Toccoa Natural Gas with installation at Welcom Center pump station.
Replaced 90' of sewer line on Van Raalte Street.
Completed 0 after hours call.

Wastewater Treatment Plant

Hauled 88 tons of sludge to the landfill.
48 loads of septic discharged at the headworks of the plant.
We treated 21.2 million gallons of water back to the river.
We treated 486,291 gallons of leachate for the landfill.
Met all permit requirements.

Streets

Swept 86 miles of streets.
Watering of Roundabout plantings.
Bathroom project at Sunnyside Park continues.
Paved Cherry Street.
Started the playground parking lot at Sunnyside Park.
Fall decorating on Town properties.
Installed speed cushion on West Main Street, along with delineators.

Respectfully submitted,

Bill Deal

Bill Deal
Public Works Director

TOWN OF FRANKLIN

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

To: Amanda Owens and Town Council
From: Nina Dykes
Utility Adjustments –September 2026

LEAK ADJUSTMENTS
None

RETURNED CHECKS
8/26/2026 – Adjustment for $399.29.
9/15/2026 – Adjustment for $189.04.
9/17/2026 – Adjustment for $163.86.
9/17/2026 – Adjustment for $374.66.
9/17/2026 – Adjustment for $50.42.
9/17/2026 – Adjustment for $182.12.
9/17/2026 – Adjustment for $61.16.
9/18/2026 – Adjustment for $42.94.

CONTRACT AGREEMENTS
8/31/2026 – Adjustment for $1,713.55.
9/1/2026 – Adjustment for $383.00.

ADMINISTRATIVE
9/8/2026 – Adjustment for $20.22.

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

Nina Dykes

Date: September 28, 2026

To: Amie Owens

From: Sabrina Scruggs

Re: September 2026 Tax Report

For 2026 tax bills $641,508.48 has been collected.

There are no releases.

One more Pickin on the Square for 2026 year.

Pumpkinfest is planned.

Starting Winter Wonderland.

Mailed out utility bills.

Had 6 discoveries from Macon County resulting in billing almost $10,000.00 more in taxes.

Please let me know if you have any questions.

Respectfully submitted,

Sabrina Scruggs

Tax Collector

Event Coordinator