Town of Franklin Council
Agenda
November 2, 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 November 2, 2026 Town Council Agenda** - Town Council

4. **Approval of the Consent Agenda for November 2, 2026** - Town Council
   A.) Approval of Minutes
      1. Regular Meeting Minutes October 5, 2026
      2. Special Called Meeting Minutes October 12, 2026
   B.) Budget Amendment
   C.) Approve Contract for Harper XS – Water Treatment Plant
   D.) Refer to Planning Board
      1. Petition for Rezoning
      2. Parking Text Amendment
      3. Process Text Amendment

5. **Introductions/Recognitions**
   A.) Bill Allen, Lab Supervisor, received Maintenance Technician 3 Certification – presented by Jason Hopkins, Wastewater Treatment Plant Supervisor/ORC
   B.) Jason Hopkins, Wastewater Treatment Plant Supervisor/ORC, received Lab Analyst 1 Certification – presented by Bill Deal, Public Works Director
   C.) Swearing in of Interim Town Manager/Finance Director Sarah Bishop – Mayor Stacy Guffey

6. **Presentations**
   A.) Police Presentation – Honorary Police Officer Ceremony

   There will be a brief recess.

7. **Public Session**

8. **Items from Council**

9. **Old Business**
   A.) Revised Incentive Grant Application – Franklin Machine Company – Interim Town Manager/Finance Director Sarah Bishop

10. New Business

A.) Request approval of Firehouse Subs Grant for Franklin Fire Department – Fire Chief Justin Setser

B.) Request approval of Chemtrac Grant for Franklin Fire Department – Fire Chief Justin Setser

C.) Request Appointment to Town of Franklin Planning Board/Board of Adjustment – 3-year Term - Town Planner Callie Barnett

D.) Request Approval of Resolution Supporting Feasibility Studies Grant Application – Town Planner, Callie Barnett

E.) Request Approval of 3-year Contract with DSI – Town Clerk/HR Director Nicole Bradley

F.) Request Approval of John Deere Lease Agreement – Interim Town Manager/Finance Director Sarah Bishop

G.) Request approval of Street Closures – Interim Town Manager/Finance Director Sarah Bishop

a. Artisan Market, December 12th 2026
b. Ruby Drop, December 30th 2026-January 1st 2027 (2 requests)

11. Announcements

A.) Next Town Council Meeting is Monday, December 7, 2026

B.) Town Offices will be closed on November 11th, 2026 in observance of Veterans Day

C.) Town Offices will be closed on November 26th and 27th, 2026 in observance of Thanksgiving

D.) Ribbon Cutting for Sunnyside Park All Inclusive Playground on November 6th at 1:00 PM

E.) Winter Wonderland (Night One) and Tree Lighting is Saturday, November 28th, 2026. Winter Wonderland will be from 5:00 PM – 8:00 PM with the Tree Lighting at 7:00 PM. Winter Wonderland (Night Two) will be on December 5th, 2026 from 5:00 PM – 8:00 PM.

12. Adjourn

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 4-A (1)

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 October 5, 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
OCTOBER 5, 2026

THE FRANKLIN TOWN COUNCIL held a regular meeting on Monday, October 5, 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 OCTOBER 5, 2026 TOWN COUNCIL AGENDA
Councilman Robbie Tompa requested to add a closed session to discuss personnel matters to the agenda.

Council Member Robbie Tompa made a motion, seconded by Council Member Travis Higdon to approve the Town Council Agenda for October 5, 2026, with the addition of closed session for personnel. The motion carried unanimously. Vote: 6 – 0.

4. APPROVAL OF THE CONSENT AGENDA FOR OCTOBER 5, 2026
A.) Approval of the Minutes Regular Meeting Minutes September 8, 2026
B.) Budget Amendment
C.) Economic Development Incentive Policy Amendment
D.) Refer Petition for Rezoning to Planning Board

Council Member Rita Salain made a motion, seconded by Council Member Robbie Tompa to approve the consent agenda October 5, 2026 meeting, as presented. The motion carried unanimously. Vote: 6 – 0.

5. INTRODUCTION/RECOGNITION
~~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
No one signed up to speak.

7. ITEMS FROM COUNCIL
A) Appointment of Main Street Director to Macon County Economic Development Commission – Mayor Stacy Guffey
Mayor Guffey announced the appointment of Main Street Director Devin Dupuis to the Macon County Economic Development Commission, a seat the mayor currently holds. Mayor Guffey said the position aligns with economic development and offers an opportunity to build a relationship with Macon County.

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

Mayor Guffey announced the appointment of Councilman Jeff Berry as the Town's Entertainment and Events Liaison. He noted that Councilman Berry attends every event and entertainment venue and is always volunteering. Mayor Guffey expressed appreciation for his service.

C.) Other Items from Town Council

Councilman Higdon thanked everyone who participated in the fall town litter clean up.

Councilwoman Salain added her thanks to those who participated in the litter cleanup and thanked the Mayor and Councilman Higdon for leading the cleanup.

Councilman Berry encouraged attendance at the final Pickin' on the Square of the season.

8. NEW BUSINESS

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

Town Manager Amie Owens presented Task Order 2 for the Main Street Transformation Project. It supports continued work in coordination with the NCDOT resurfacing project and includes additional meetings with NCDOT. It also adds traffic studies for traffic entering from Highlands Road and Depot Street, which accounts for most of the increase over the prior estimate.

She requested approval of the task order, which runs through June 30, 2027, and a budget amendment of $29,546, bringing the full task order to $229,546. Vice Mayor Lewis said the additional work would help ensure the resurfacing is optimized so that changes would not be needed months later.

In response to Mayor Guffey's question about cost reductions, Ms. Owens said the task order had originally been $265,000. The consultants reduced it by replacing some in-person meetings with virtual ones. She added that the cost differences between firms partly reflect staffing levels, since one firm relies on more entry-level staff and another assigns top-level staff because of the project's importance to the Town.

> ***Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to approve Task Order 2 for the Main Street Transformation Project and to approve the subsequent budget amendment for $29,546, as presented. The motion carried unanimously. Vote: 6 – 0.***

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

Town Attorney John Henning, Jr. provided Town Council with a copy of the Town Charter and a copy of G.S. 160A-3. He described the Charter as the Town's "organic document" and said it has been neglected over the years. It contains references to the private laws of 1905 and to practices such as mayor's court that the Town no longer follows. He explained that under G.S. 160A-3 a charter is also state law, and where a charter and a general law both address a matter,

the Town may rely on either. Because a charter update is a local act, it must be passed by the General Assembly. Ideally it would reach Senator Corbin's desk around the start of the year.

Mayor Guffey confirmed that the January deadline is a hard deadline and that the update must be submitted before the legislative session. Town Attorney Henning said the goals are to align the Charter with the Town's actual practices, resolve contradictory provisions, and remove outdated language, including for the benefit of anyone evaluating the Town for business. Town Attorney Henning noted general laws are supplementary to charters, so there may be flexibility. In response to a hypothetical question from Vice Mayor Lewis, Town Attorney Henning said the Town might be able to proceed on its own but could be subject to a local referendum.

Mayor Guffey proposed designating a small committee to meet with the Town Attorney Henning and prepare items, so the full Council would not need to meet multiple times before January. Town Attorney Henning advised that a committee would be treated as a public body and must announce its meetings. Councilwoman Salain and Councilman Tompa volunteered to serve with Mayor Guffey

Council Member Joe Collins made a motion, seconded by Vice Mayor Mike Lewis to appointment a committee, consisting of Mayor Guffey, Councilman Tompa and Councilwoman Salian, to work on the Town Charter Revisions. The motion carried unanimously. Vote: 6 – 0.

9. DEPARTMENTAL UPDATES

A.) Finance – Assistant Town Manager/Finance Director Sarah Bishop

Assistant Town Manager/Finance Director Bishop reported that the audit is being finalized and the auditors are drafting reports. The ABC audit was received that morning, which was one of the final pieces needed, and copies were available to Council on request. She said the finance team had transitioned the accounting software from an on-site server to a cloud-based system. This was expected to improve speed, cyber protection, and backups and to free server storage, and she credited staff for leading the technical work.

Assistant Town Manager/Finance Director noted that quarterly budget meetings with department heads were about to begin. She also noted some costs were running higher than anticipated, with fuel prices a particular concern, but said nothing was worrisome and staff would adjust if needed. She also reported that updates to federal uniform guidance, which govern eligibility for federal funds and grants, take effect around January 1, 2027.

Council Member Salain praised the new monthly budget summary and the fleet maintenance report. Ms. Bishop credited finance staff member Alison Stamey for both reports.

B.) Planning/Code Enforcement - Assistant Town Manager/Finance Director Sarah Bishop

Assistant Town Manager/Finance Director Sarah Bishop reported that work at 185 Rogers Road would begin that week under the approved budget amendment, with a contractor lined up by Code Enforcement Officer Angela Green. She noted that Code Enforcement was also handling routine violations and political signs. Mayor Guffey thanked Angela and the Police Department

for their help, noting that he had received many calls from that community.

Assistant Town Manager/Finance Director Bishop reported that the new Town Planner, Callie Barnett, is reviewing ordinances and identifying items needing updates. She will bring text amendments to ordinance review related to new legislation taking effect January 1, 2027.

She also reported that the Main Street Franklin Board would meet that week and that a work session with the North Carolina Department of Commerce on the economic development strategic plan was scheduled later in the week. The Town received 501(c)(3) nonprofit designation for Main Street Franklin, which will create grant opportunities.

Ms. Bishop also noted that October is National Code Compliance Month, recognized Angela's work, and said public service announcements educating residents about ordinances would be released during the month.

C.) Police Department – Chief Devin Holland

Chief Holland reported that Executive Assistant Diane Mahoney represented the department at the Senior Center resource fair, the Chick-fil-A first responder night, and a radio interview on scams. Scams remain among the most commonly reported crimes. The department collected about 55 pounds of medications and will take part in drug take-back events at Walmart and the Macon County Senior Services Building.

Chief Holland said the new speed cushion at West Main Street and Porter Street was installed with help from the Streets Department and has effectively slowed traffic. In response to community questions, he explained that NCDOT owns the street up to that intersection and does not permit speed cushions on its property, so the location was the appropriate choice.

Chief Holland noted the department received a Kawasaki Ridge UTV for events, festivals, inclement weather, and patrol where a standard vehicle is not feasible. It is expected to be outfitted in time for Pumpkinfest. He introduced Officer Dillon McCall, sworn in September 23 by Mayor Guffey. Officer McCall previously served three years as a deputy with the Haywood County Sheriff's Office, is married with three children, and lives in the Tatum's Creek area.

Chief Holland thanked the community for its prayers and condolences following the loss of Officer Marcus McCarson.

Vice Mayor Lewis asked about scam prevention. Chief Holland said that about 99 percent of the time victims do not recover their money, and that scammers increasingly coerce older victims into withdrawing cash and delivering or mailing it. He stressed that education of both residents and retailers, who can identify suspicious large gift card purchases, is the best prevention.

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 a.m. until 4:00 p.m.

11. CLOSED SESSION

Enter into Closed Session under NC General Statute§ 143-318.11(a)(6) Personnel

Council Member Robbie Tompa made a motion, seconded by Council Member Travis Higdon 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 6:38 p.m.

Town Council returned to Open Session at 7:35 p.m.

Mayor Guffey stated no action was taken during Closed Session.

13. ADJOURNMENT

Council Member Rita Salain made a motion, seconded by Council Member Travis Higdon to adjourn the meeting at 7:37 p.m. The motion carried unanimously. Vote: 6-0.

_____

Stacy J. Guffey, Mayor

_____

Nicole Bradley, Town Clerk

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 4-A (2)

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 October 12, 2026 Special Called 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
SPECIAL CALLED MEETING
OCTOBER 12, 2026

THE FRANKLIN TOWN COUNCIL held a special called meeting on Monday, October 12, 2026, at 5:00 p.m. in the Town Hall Board Room located at 95 East Main Street Franklin, NC.

CALL TO ORDER

Mayor Stacy J. Guffey called the meeting to order at 5:00 p.m. with the following members present: Vice Mayor Mike Lewis Council Members: Jeff Berry, Joe Collins, Robbie Tompa and Rita Salain.

Vice Mayor Mike Lewis made a motion, seconded by Council Member Robbie Tompa to excuse Council Member Travis Higdon due to a work obligation. The motion carried unanimously. Vote: 5-0.

PUBLIC COMMENT
No one signed up to speak.

TO CONSIDER A RESOLUTION APPOINTING AN INTERIM TOWN MANAGER

Town Attorney John Henning, Jr. explained the process that led to the resolution, citing a commitment to transparency. Attorney Henning explained that, under the statutes governing the council-manager form of government adopted by the Town, the Council must appoint a town manager to serve at its pleasure. While a manager is in place, the manager may name an acting manager in their absence. When the office is vacant, state law requires the Council to designate a qualified person to serve as Interim Town Manager. He noted that the published press release described an amicable parting between the Town and Town Manager Amie Owens, who served in the role for about five years. He offered to answer any questions from the Council.

Attorney Henning stated that the proposed resolution named Sarah Bishop, who serves as Finance Director and Assistant Town Manager, as Interim Town Manager. He advised that she may lawfully hold both the Interim Manager and Finance Director positions at the same time. He acknowledged that this arrangement is probably not an ideal long-term solution and should be reviewed at a later date. He explained that the resolution primarily gives the Interim Manager the same authorities the former manager held. Town Attorney Henning read the Resolution appointing Sarah Bishop as Interim Town Manager.

> ***Vice Mayor Mike Lewis made a motion, seconded by Council Member Jeff Berry accept Ms. Owens' separation from employment with the Town, recognize vacancy in the office of Town Manager, and adopt the Resolution appointing Sarah Bishop as Interim Town Manager. The motion carried unanimously. Vote: 5-0.***

Mayor Guffey said the process had not been easy and reiterated that the separation was amicable and that the Council and Ms. Owens remained on good terms. He credited Ms. Owens with formalizing many of the Town's previously informal agreements and processes, leaving the Town's fundamentals much improved since she took the position. He said her greatest accomplishment was assembling what he considered the best team and staff the Town has had, and that she had laid the groundwork for good

work to come.

Mayor Guffey acknowledged public comments about the Council's transparency. He stated that the Council acted on what he believed was sound legal advice and that the matter was conducted as the law requires. He noted that personnel matters cannot be disclosed. He added that, knowing what he knows now, he would handle the release of public information differently following the decision on Ms. Owens' departure, and he took full responsibility for that. He said the Council was sorry to see Ms. Owens go but was excited about the Town's future.

ADJOURNENT

Council Member Joe Collins made a motion, seconded by Council Member Rita Salain to adjourn at the meeting at 5:13 p.m. The motion carried unanimously. Vote: 5-0.

_____

Stacy J. Guffey, Mayor

_____

Nicole Bradley, Town Clerk

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 4-B

Department/Agency: Finance

Subject Matter: Budget Amendment

Department Head's Comments/Recommendation: Recommend Approval

Town Manager's Comments/Recommendation:

Police – Appropriate funds received from State for the state approved Local Law Enforcement Bonus Program (Senate Bill 257). This bonus was distributed to sworn officers on October 16th, 2026.

Suggested Motion: If favorable – approve as presented.

Attachments: Yes __X__ No ___

Action Taken: _____

BUDGET AMENDMENT
AMENDMENT #22-26/27
BUDGET CHANGE #'S:

FROM:
DEPARTMENT: POLICE

EXPLANATION: APPROPRIATE FUNDS FROM THE STATE FOR LE BONUS.

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
10-3839	MISCELLANEOUS	30,142.08	
10-4310-1200	SALARIES & WAGES	28,000.00	
10-4310-1810	FICA	2,142.08	

REQUESTED BY DEPARTMENT HEAD _____

RECOMMENDED BY FINANCE OFFICER _____

APPROVED BY TOWN MANAGER _____

ACTION BY BOARD _____

APPROVED AND ENTERED ON MINUTES DATED _____

DATE CLERK ENTERED _____

STATE OF NORTH CAROLINA
STATE BUREAU OF INVESTIGATION
3320 GARNER RD
RALEIGH NC 27610

66-1059
531

000007443
Date: **10/06/26**

PAYABLE AT PAR THROUGH FEDERAL
RESERVE SYSTEM
STATE TREASURER, RALEIGH, NC
Void After One Year

PAY THIRTY THOUSAND ONE HUNDRED FORTY-TWO AND 08/100

$30,142.08

TO THE ORDER OF

TOWN OF FRANKLIN
PO BOX 1479
FRANKLIN NC 28744

AUTHORIZED SIGNATURE

⑈000007443⑈ ⑆053110594⑆ 1⑈000⑈368⑈

STATE OF NORTH CAROLINA
STATE BUREAU OF INVESTIGATION
3320 GARNER RD, RALEIGH NC 27610

000007443

DATE	INVOICE/CREDIT MEMO #	HANDLING	INVOICE AMOUNT	DISC	NET AMOUNT
10/05/26	LEA0134 LOCAL LAW ENFORCEMENT BONUSES		$30,142.08	$0.00	$30,142.08
	TOTALS		**$30,142.08**	**$0.00**	**$30,142.08**

Misc. General

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 4-C

Department/Agency: Water

Subject Matter: Contract Approval

Department Head's Comments/Recommendation: Recommend Approval

Town Manager's Comments/Recommendation:

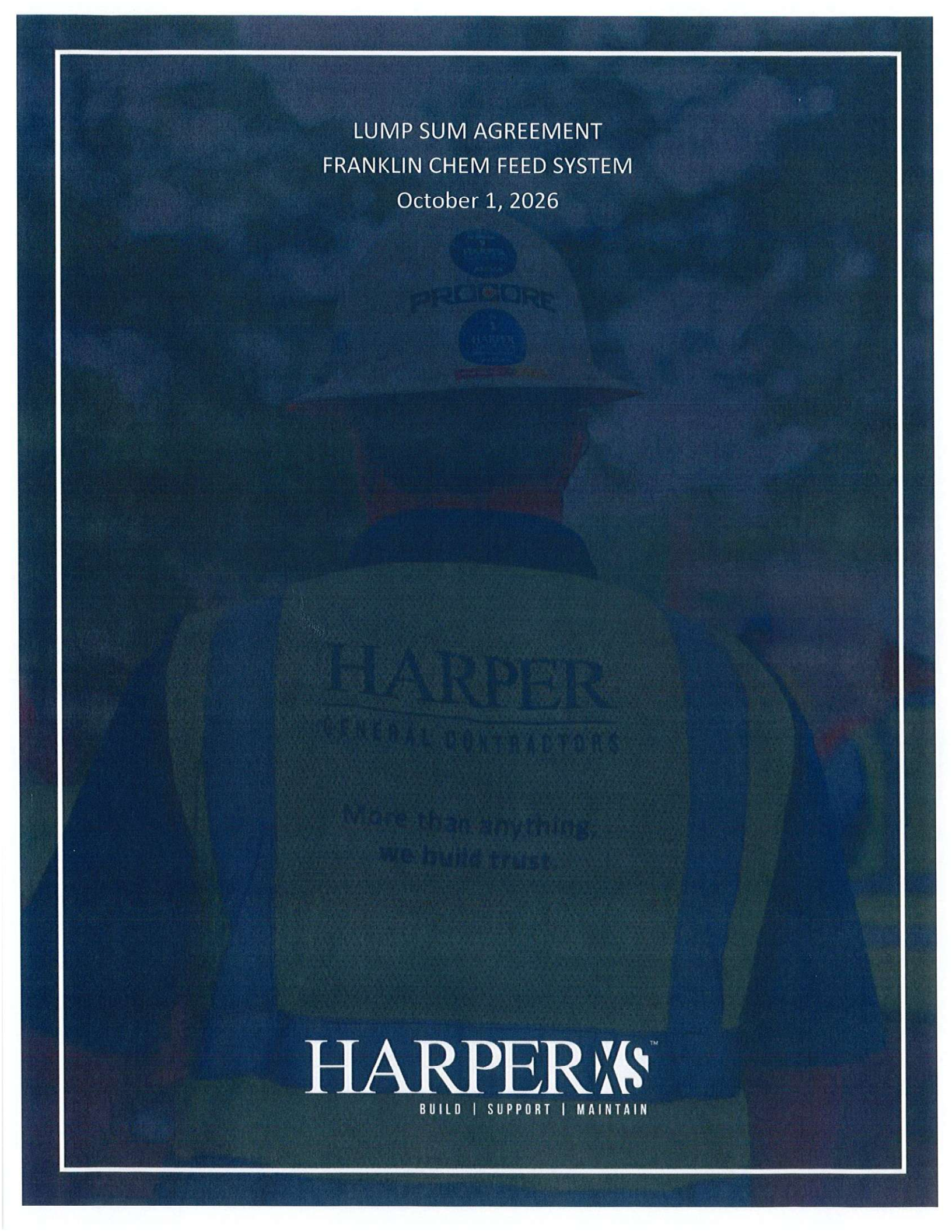
Water – Harper XS is the chosen contractor for the Chem Feed System at the Water Treatment Plant. This item was included in the budget but the contract amount is higher than the original budgeted amount. Funds are available in the budget to cover the increase.

Suggested Motion: If favorable – approve contract as presented.

Attachments: Yes __X__ No ___

Action Taken: _____

LUMP SUM AGREEMENT
FRANKLIN CHEM FEED SYSTEM
October 1, 2026



HARPER XS™
BUILD | SUPPORT | MAINTAIN

HARPERXS
BUILD | SUPPORT | MAINTAIN

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE SECTION 15-48-10, ET SEQ.

AGREEMENT FOR CONSTRUCTION SERVICES

CLIENT ("Owner"):	Town of Franklin
CLIENT ADDRESS:	437 Industrial Park Road, Franklin NC 28734
CLIENT CONTACT:	Kyle Pocquette / tofwtp@franklinnc.com / 828-369-8998
PROJECT NAME:	Franklin Chem Feed System
PROJECT ADDRESS:	437 Industrial Park Road, Franklin NC 28734
PROJECT NUMBER:	26-494-384
HARPERXS PROJECT MANAGER:	Mitch Crowdus / mitch.crowdus@harpergc.com / 407-949-2781

Basis of Compensation to Contractor:
As compensation for the performance of the Work (defined below), Owner shall pay Contractor the **Lump Sum Amount** of $_33,315.12_ in accordance with the terms of Section D below and the HarperXS Standard Terms and Conditions (Exhibit A).

The above-named Owner has requested that HarperXS ("Contractor") perform and furnish the construction services, labor, materials, and equipment described below in the Scope of Work. Upon execution of this Agreement for Construction Services ("Agreement") by Owner and Contractor, this Agreement shall be binding upon Owner and Contractor in accordance with the terms stated herein and in the HarperXS Standard Terms and Conditions attached hereto. The parties' Contract shall consist of this Agreement, the HarperXS Standard Terms and Conditions, and the Contract Documents identified below in the Scope of Work, if any (collectively, the "Contract"). In the event the Owner and Contractor have previously executed a Master Services Agreement, the Owner and Contractor hereby agree and acknowledge that this Agreement (and the Contract) is not a "Work Order" within the meaning of the terms of such Master Services Agreement and this Agreement (and the Contract) shall not be subject to or governed by the terms of the Master Services Agreement.

A. Scope of Work:

a. Contractor shall perform and furnish the construction services, labor, materials, and equipment (the "Work") for the Project in accordance with the following Contract Documents furnished by Owner ("Contract Documents"):

b. Exhibits (reference/date/title):
   1. 001: Chemical Feed Lines Layout dated 10/1/26

c. **HarperXS will mobilize with all material, equipment and manpower to perform the scope below:**
   1. HarperXS will flush the existing piping prior to the removal of 3 each 4" chemical feed lines using water and the existing containment area and drain
   2. Contractor shall furnish and install the following material to install 6 runs of piping from the fill point to each chemical bulk tank. Please see Exhibit 001 for proposed piping layout.
      i. 2" SCH 80 CPVC pipe and fittings
      ii. 2" CPVC ball valves
      iii. 2" pipe straps to attach new piping to existing unistrut
   3. Contractor shall install a manifold system at the entrance to split each piping into 2 using a tee
      i. A valve will be installed on each line to control flow direction
   4. A scissor lift will be utilized to work on the horizontal run of piping from the overhead door to the opposite side of the building
      i. Scaffolding will be utilized to access piping in the chemical bulk tank areas
   5. All management, supervision, and general conditions as required to perform the Work.
   6. All construction equipment as required to perform scope of Work
   7. All safety equipment as required to perform scope of Work.

d. **The scope of Work is further clarified by and subject to the following clarifications**.
   1. Existing unistrut and pipe supports to be reused for new piping
   2. Assumes that the existing pipe containment and drains are sufficient for flushing without any modifications to the area
   3. The Contract includes the one-year warranty for correction of defects in the Work due to faulty materials or workmanship as set forth in the HarperXS Standard Terms and Conditions.
   4. Contractor is not a licensed design professional. Contractor will not and shall not be required to perform or provide design services or design documents in connection with the Work. Contractor will not and shall not be required to retain any third party to perform or provide design services or design documents in connection with the Work. All design services or design documents to be performed or provided in connection with the Work (if any) shall be provided by Owner or a third party separately employed or retained by Owner, and Owner shall be fully responsible for the adequacy and completeness of any such design services or design documents.

5. Harper shall not be responsible for increased costs or schedule impacts resulting from a change in applicable laws, including the enactment of or change to tariffs

e. The scope of Work is further clarified by and subject to the following exclusions.

1. Supply of chemicals for testing or for initial fill
2. Heat trace or insulation
3. Pipe painting
4. Abatement services or survey
5. Remediation of hazardous materials
6. Rock excavation/removal/blasting, or other services relating to or arising from subsurface, concealed, or other unknown conditions not expressly identified in the Contract Documents and included within the scope of the Work.
7. Treatment process performance guarantees
8. Existing structure condition guarantees
9. Electrical, SCADA, controls and/or integration work
10. Permitting (including obtaining or paying for building permit) and/or DHEC compliance
11. Material and/or geotechnical testing
12. Performance and Payment Bond
13. Any work not explicitly described above as being included in the scope of Work

B. Furnished by Owner:

a. If permits are required to perform the scope of work, Permit/Construction Drawings for submission to local or state government agencies
b. Temporary Power and Water
c. Construction parking and material laydown area

C. Schedule:

a. Contractor shall complete the Work within a reasonable time under the circumstances.
b. Liquidated damages, or other penalties associated with delivery times are not applicable to this agreement.

D. Compensation to Contractor for Performance of the Work – Lump Sum Basis

a. Pricing provided in this proposal is valid for a period of 10-business days from the date distributed.
b. The agreed upon Lump Sum Amount is $_33,315.12_

E. Harper General Contractors: Licensed, Bonded, & Insured

a. Licensed in:
   i. SC: Unlimited Building (BD5), Water/Waste Plant (WP5) & Water/Sewer Lines (WL5)
   ii. NC: Unlimited Building (BD), Water/Waste Plant & Lines (PU)
   iii. GA: Unlimited Building (GC), Utility Contractor (UC)
b. Bonded: 45+ year with Chubb Surety, A++ rating
c. Insured: Workman's Comp, General Liability, Auto, Umbrella, Pollution Liability

F. Execution

CONTRACTOR:

_____
Signature

_____
Print

_____
Date

OWNER:

_____
Signature

_____
Print

_____
Date

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, S.C. CODE SECTION 15-48-10, ET SEQ.

Article 1. Scope of Work - The Contractor shall furnish all labor, materials, equipment, sales tax and licenses required to perform the Work described in the Contract. The real property and improvements thereon of the Owner, upon which the Work is performed, are referred to herein as the "Project."

Article 2. Contract Terms - In the event of any conflict between the terms of the Agreement for Construction Services executed by Contractor and Owner (the "Agreement"), the terms of these HarperXS Standard Terms and Conditions ("HarperXS Standard Terms"), and the terms or requirements of the Contract Documents identified in the Agreement, such conflict shall be resolved by giving precedence to the terms or requirements of the documents in the following order (listed in order of highest priority to lowest priority): (1) the Agreement, (2) the HarperXS Standard Terms, and (3) the Contract Documents.

Article 3. Contract Sum and Payment Terms – As compensation for the performance of the Work, Owner shall pay Contractor the compensation identified in the Agreement (the "Contract Sum"), as adjusted by Change Orders in accordance with the terms set forth in these HarperXS Standard Terms. The Contract Sum shall be paid to Contractor in accordance with the terms of the Agreement and the following terms:

(a) Contractor shall submit a written invoice to Owner once per month for that portion of the Contract Sum that is due and payable to Contractor for the Work performed.

(b) Owner shall pay Contractor the portion of the Contract Sum requested in the invoice within thirty (30) days of Owner's receipt of the invoice. In the event the Owner has any questions or concerns regarding the amount requested in an invoice, the Owner shall submit its questions and concerns to Contractor in writing within ten (10) days of Owner's receipt of the invoice, and Contractor and Owner shall promptly confer in good faith to attempt to address the Owner's questions and concerns and, if necessary, Contractor may issue a revised invoice as agreed between Owner and Contractor, which shall be paid within ten (10) days of Owner's receipt. Otherwise, Owner shall pay the original invoiced amount within the original 30-day period.

(c) An appropriate portion of a payment which is otherwise due to Contractor may be withheld by Owner to the extent necessary to protect Owner from exposure to loss due to (a) defective Work not remedied, (b) liens filed by Contractor's subcontractors, suppliers or materialmen on account of Work for which Owner has paid Contractor, unless such liens are promptly removed, satisfied or discharged, and (c) the Contractor's failure to make proper payments to subcontractors or for materials or labor in accordance with Contractor's agreements with such parties. In such event, Owner shall pay Contractor the amount withheld from payment immediately upon the satisfaction, correction, or other cure of the grounds for withholding.

(d) The Owner shall pay interest on all past due amounts at the rate of 1.5% per month.

(e) The Contract Sum includes all state and local sales tax. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors.

Article 4. Completion & Final Payment

4.1 Substantial Completion and Punch List. Upon Contractor's substantial completion of the Work, Contractor will notify Owner in writing (which may include email) that the Work is substantially complete. Within five (5) business days of the date Contractor notifies Owner that the Work is substantially complete, the Owner shall request and participate in a walk through with Contractor to observe and inspect the completed Work and submit to Contractor a written list of items of the Work (if any) to be completed or corrected prior to final completion of the Work (the "Punch List"). Contractor shall complete or correct the items identified in the Punch List within a reasonable time (not to exceed 30 days from the date of Contractor's written notice of substantial completion unless the parties mutually agree otherwise). In the event the Owner does not submit a Punch List to Contractor within five (5) business days of the date Contractor notifies Owner that the Work is substantially complete, the date of Contractor's notice of substantial completion of the Work shall also constitute the date of final completion of the Work. In the event the Owner submits a Punch List to Contractor within such 5-business day period, the date of final completion of the Work shall be the date Contractor completes or corrects all items identified in the Punch List and notifies Owner in writing (which may include email) of the completion of the Punch List items. For purposes of this Contract, "substantial completion" shall mean and constitute the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. If a Certificate of Occupancy or Temporary Certificate of Occupancy is required to be issued by the authorities having jurisdiction over the Project prior to Owner occupying or utilizing the Work, the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy shall constitute substantial completion of the Work.

4.2 Final Completion and Final Payment. Final payment shall be due thirty (30) days after final completion of the Work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, Contractor's indemnification obligations under Article 12, or latent defects in the Work which are first observed and reported to Contractor after the compilation of the Punch List or final completion, whichever first occurs.

Article 5. Price Escalation & Delay Clause – If, during the performance of this Contract, the price of materials significantly increases, through no fault of Contractor, the Contract Sum shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. Such price increases shall be documented through quotes, invoices, or receipts. If Contractor is delayed at any time in the commencement or progress of the Work due to a delay in delivery or unavailability of materials, equipment, or labor, or due to a delay that is beyond the reasonable control of or without fault of the Contractor and its subcontractors or suppliers, the Contractor shall not be liable for any additional costs or damages associated with such delay(s) and the anticipated time for performance of the Work shall be equitably adjusted accordingly.

Article 6. General Conditions

6.1 Materials and Labor - Subject to the terms of the Contract governing the Owner's payment of the Contract Sum to the Contractor, the Contractor shall provide and pay for all materials, equipment, labor, subcontracts, taxes, tools, and other items necessary to perform the Work.

6.2 All temporary electricity and potable water required for the performance of the Work shall be made available to the Contractor by the Owner by permitting the Contractor to connect to those currently existing in or about the premises. Owner shall pay for the costs of all taps, meters, usage fees, and impact fees unless otherwise specified in the Agreement.

6.3 Unless otherwise specified in the Contract Documents, all materials shall be new, and both workmanship and materials shall be of good quality.

6.4 Permits, Licenses, and Regulations – Permits and licenses (other than Contractor's business and general contractor licenses) of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Owner. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner. Owner shall defend, indemnify and hold harmless Contractor from and against any and all claims, costs, expenses, fines, penalties or other economic loss resulting from or arising out of Owner's failure to obtain and maintain any permits, licenses, authorizations or easements necessary for the prosecution of the Work. The Contractor shall comply with all applicable laws and regulations.

6.5 Protection of Work, Property, and Persons - The Contractor shall provide reasonable protection of the Work, adjacent property, and the public and shall be responsible for any damage or injury to persons or property proximately caused by its negligent acts or omissions in the performance of the Work.

6.6 Inspection of Work - The Contractor shall make the Work available for inspection by the Owner and its agents and public authorities upon reasonable request. The Owner shall at all times strictly comply with the Contractor's safety program, procedures, rules and regulations as well as applicable laws and regulations.

6.7 Changes in the Work - Owner may, at any time, make reasonable changes in the Work as described in a written Change Order executed by the Owner and Contractor ("Change Order"). If any changes in the Work cause an increase or decrease in the cost of, or the time required for the performance of, the Work, the Change Order shall include an equitable adjustment of the Contract Sum or the anticipated time for performance of the Work, or both. Any claim by Contractor for an adjustment of the Contract Sum or the anticipated time for performance of the Work shall be submitted to Owner within thirty (30) days of the cause or event giving rise to such request and, if the Owner then authorizes the change in the Work and/or the adjustment of the Contract Sum or the anticipated time for performance of the Work, Owner and Contractor shall execute a Change Order approving the change in the Work and adjustment of the Contract Sum or the anticipated time for performance of the Work prior to Contractor proceeding with the change in the Work. Except in the case of an emergency involving threat of injury or damage to persons or property, the Contractor shall not be authorized or required to perform a change in the Work without an executed Change Order. In the case of an emergency involving imminent threat of injury or damage to persons or property, the Contractor is authorized to take reasonable steps necessary to avoid or mitigate such threat of injury or damage and the Owner and Contractor will execute a Change Order thereafter to equitably adjust the Contract Sum or anticipated time for performance of the Work as appropriate.

6.8 Correction of Work; Correction Warranty Period - The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents and is identified during the progress of the Work. In addition, the Contractor shall remedy, at its own cost, any defects in the Work due to faulty materials or workmanship which are reported by Owner to Contractor within one (1) year from the date of Contractor's written notice of substantial completion of the Work delivered to Owner pursuant to Section 4.1 above. The one-year warranty period for correction of defects in the Work commences upon the date of substantial completion of the Work and expires on the one-year anniversary of the date of substantial completion of the Work. Contractor's obligations to correct nonconforming or defective Work apply to Work performed or furnished by Contractor's direct employees and Contractor's subcontractors. Notwithstanding the foregoing, in the event the Work includes the delivery or installation of certain equipment, for which the Owner has beneficial use of such equipment prior to substantial completion of the entire Work, Contractor may notify the Owner in writing (which may include email) of the date on which the Owner has beneficial use of such equipment and the commencement of the one-year correction warranty period for such equipment, in which case the one-year correction warranty period shall commence on the date of Contractor's written notice of beneficial use of the equipment. Contractor shall assign to the Owner all manufacturer warranties for equipment furnished in the Work, and shall cooperate with the Owner to facilitate the manufacturer's performance of its warranty obligations pursuant to the manufacturers' warranties. Except to the extent a defect or nonconformity in equipment is caused by the active negligence of the Contractor or its subcontractors, the Contractor's warranty obligations with respect to equipment furnished in the Work shall be limited to such assignment of manufacturer warranties and reasonable cooperation with Owner to facilitate the manufacturers' warranty performance.

6.9 Concealed or Unknown Conditions - The Contractor shall promptly notify the Owner upon the discovery of concealed or previously unknown conditions that affect the performance of the Work and reasonably require or constitute a change in the Work involving an increase in the cost or time for performance of the Work. In such event, the Contractor shall not disturb the concealed or previously unknown condition until it receives written direction from the Owner, and the Owner and Contractor shall execute a Change Order identifying any agreed upon change in the Work and the corresponding adjustment of the Contract Sum and/or the anticipated time for performance of the Work before Contractor proceeds with the Work affected by the concealed or unknown condition.

Article 7. Termination of Contract.

7.1 Contractor's Right to Terminate Contract - If (a) the Work is stopped by any public authority for a period of thirty (30) days or more, through no fault of the Contractor, (b) the Work is stopped through or as a result of the acts or omissions of the Owner for a period of seven (7) days or more, or (c) the Owner fails to make any payment to the Contractor within seven (7) days after it is due, then the Contractor, upon seven (7) days written notice to the Owner, may suspend the performance of the Work and/or may terminate the Contract and receive or recover from the Owner payment of the proportionate share of the Contract Sum (including overhead and profit thereon) for all Work executed prior to termination and any loss sustained by Contractor. In the event of such a suspension of the Work by Contractor, upon Contractor's resumption of the performance of the Work the Owner and Contractor shall equitably adjust the Contract Sum and/or anticipated time for performance of the Work to account for the additional cost and/or time resulting from shutdown, delay and remobilization.

7.2 Termination for Convenience – Owner or Contractor may terminate the Contract for its own convenience, and without cause, upon providing the other party written notice of such termination for convenience not less than seven (7) days prior to the effective date of the termination, which shall be identified in the written notice. In the event the Owner terminates the Contract for its convenience, the Owner shall be obligated to pay Contractor the proportionate share of the Contract Sum (including overhead and profit thereon) for all Work executed prior to the effective date of termination and any loss sustained by Contractor. In the event the Contractor terminates the Contract for its convenience, the Owner shall be obligated to pay Contractor the proportionate share of the Contract Sum (including overhead and profit thereon) for all Work executed prior to the effective date of termination.

Article 8. Contractor's Liability Insurance - The Contractor shall maintain (1) commercial general liability insurance covering property damage and bodily injury and written on an occurrence basis including ongoing operations, contractual liability, and products/completed operations with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate; (2) Workers Compensation providing statutory benefits for the Contractor's employees and Employers' Liability Insurance with minimum limits of $1,000,000 for each accident/disease-policy limit/disease-each employee; and (3) business automobile insurance including coverage for all owned, non-owned, and hired automobiles with combined single limits of $1,000,000 per occurrence. Certificates of such insurance shall be provided to the Owner upon request. The Owner shall be included as an additional insured for the Contractor's commercial general liability insurance.

Article 9. Builder's Risk – Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. This insurance shall include the Contractor as named insureds, cover Contractor's interests in the Work, and be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against, at a minimum, the following perils or causes of loss: fire; lightning; windstorm; weather; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood).

Article 10. Allocation of Risk of Loss of Property - During the progress of the Work, the Owner assumes all risk of loss from damage caused by fire, theft, vandalism, windstorm, weather, and other such events to all pre-existing structures and other tangible property of the Owner located on or adjacent to the Owner's property, and shall maintain property insurance against all such losses. Contractor assumes all risk of loss caused by fire, theft, vandalism, windstorm, weather, and other such events to (a) all materials and supplies in, on, or adjacent to such pre-existing structures and intended for use in the performance of the Work, and (b) any temporary structures erected by or for the Contractor or any of Contractor's subcontractors for the performance of the Work. The Owner and Contractor, for themselves and their respective insurers, waive all rights and claims (including rights and claims that may arise in favor of their insurers by way of subrogation) against each other and their respective contractors and subcontractors for all damage or loss that is covered by property insurance maintained by either party to the extent that the claims for covered damage or loss are actually paid by the insurer(s) on such property insurance policies, except such rights as they have to the proceeds of such insurance. The parties' policies of insurance shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, and even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the damaged property.

Article 11. Subcontracts – The Contractor may retain subcontractors for performance of portions of the Work. All subcontractors and workmen shall be skilled in their respective trades and shall be supervised and coordinated by Contractor.

Article 12. Indemnity of Owner – To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Article 12.'

Article 13. Consequential Damages – The Contractor and Owner waive claims against each other for consequential, incidental, and indirect damages arising out of or relating to this Contract and the performance of the Work. This mutual waiver includes, without limitation, (a) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (b) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Contract in accordance with Article 7.

Article 14. Force Majeure - Contractor shall not be responsible for any delay, damage, or failure caused by or occasioned by a Force Majeure Event; provided, however, that Contractor shall give the Owner written notice of the occurrence of a Force Majeure Event affecting the performance of the Work within ten (10) business days after the Contractor becomes aware of the effect of such Force Majeure Event on the performance of the Work. "Force Majeure Event" shall mean and include any act of God, act of nature or the elements (including adverse weather conditions), terrorism, insurrection, revolution or civil strife, piracy, war or hostile action, labor strikes, unusual labor shortages, unavailability of materials or equipment, supply chain interruptions or disruptions, epidemic or pandemic, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, or any other causes beyond the reasonable control of Contractor. Delays due to any of the above causes shall not be deemed to be a breach of, or failure to perform under, this Contract. Any delay in performance by the Contractor pursuant to this Article shall continue only for so long as the Force Majeure Event continues, and only to the extent that Contractor is so prevented or delayed.

Article 15. Dispute Resolution - All claims, disputes, and other matters in question between Contractor and Owner arising out of or related to this Contract, or the performance or breach thereof, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the sole option of Contractor. Contractor may, at its option, join or consolidate arbitration with the Owner, its Architect/Engineer or other design professional, Construction Manager, and subcontractors, suppliers, or any other party having an interest in the proceeding relating to disputes arising out of the Contract or the Work. Notwithstanding any other choice of law provisions, if any, the parties acknowledge that the Project affects interstate commerce and that this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. Owner and Contractor agree that, in the event that any claim or dispute between them arising out of or relating to the Contract or the Work is submitted to arbitration or litigation for binding resolution, the prevailing party in any such arbitration or litigation proceeding shall be entitled to recover from the other party the arbitration or litigation expenses, including reasonable attorney's fees, incurred by that party in connection with the arbitration or litigation.

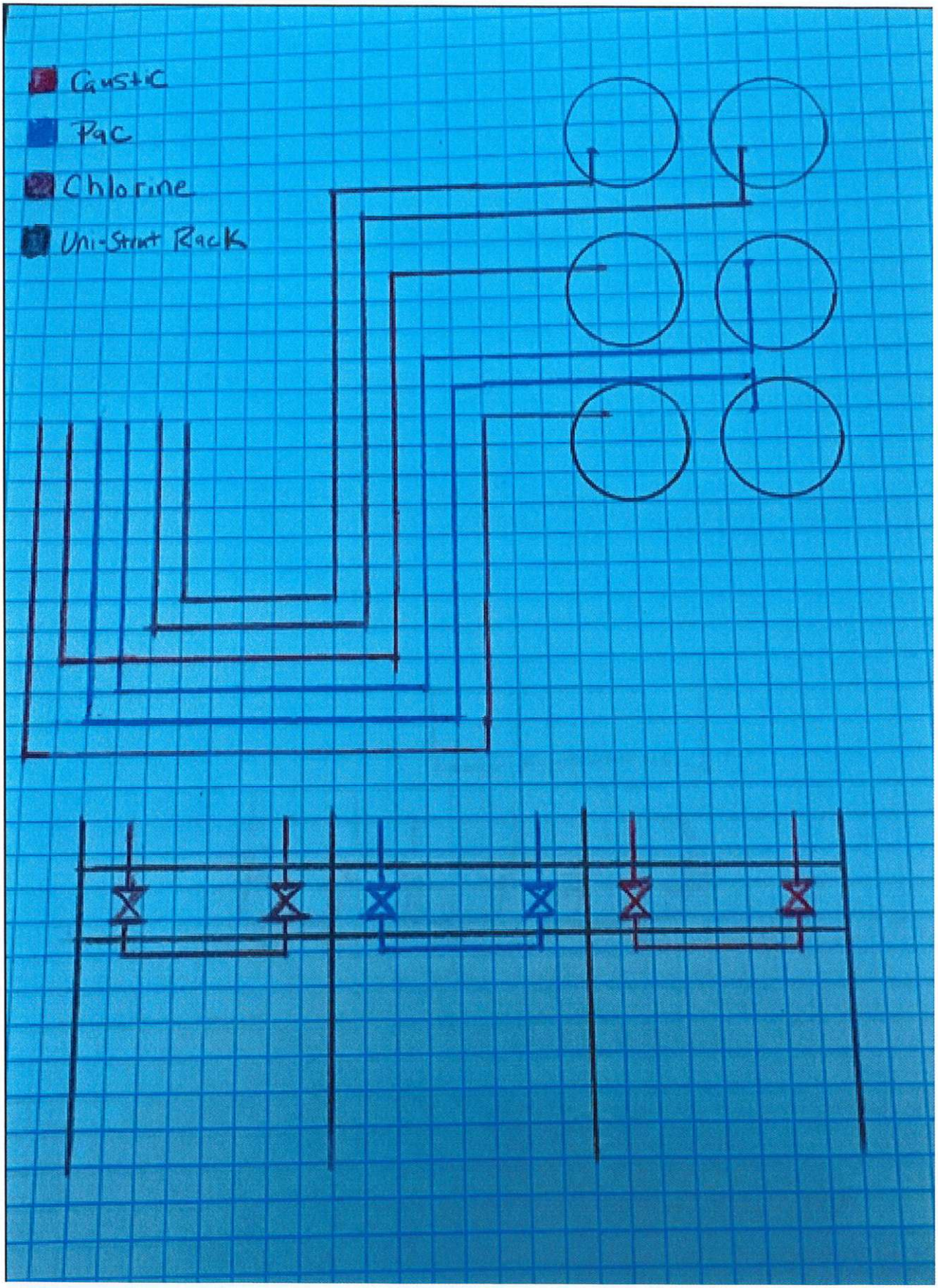
Article 16. Change in Law Clause - Notwithstanding any other provisions of the Contract, if, after the Execution Date of the Agreement, there is a change in applicable federal, state, or local laws, rules, regulations, codes, guidelines, or other legal requirements, whether through legislation, judicial or administrative decisions or decrees, or any other governmental determinations (hereinafter "Change in Law"), that materially affects a party's performance of this Contract, including but not limited to delays and extra costs, the parties agree to engage in good faith negotiations to equitably amend or modify this Contract and any performance requirements as the parties shall determine to be reasonably necessary to account for the impact of such Change in Law. A party seeking relief under this provision shall (1) promptly notify the other party of the Change in Law and provide in such notice reasonable detail supporting its assertion that its performance has been materially affected by the Change in Law; and (2) take commercially reasonable steps to mitigate the adverse impact of such Change in Law upon that party's performance.

Article 17. Governing Law, Venue, Jurisdiction and Waiver of Jury Trial – Subject to the application of the Federal Arbitration Act to the parties' arbitration agreement set forth in Article 15, the Contract shall be construed and interpreted in accordance with the laws of the State in which the Project is located, and each party's rights and obligations under or in connection with the Contract and the Work shall be governed by the laws of that State. In the event of a claim, dispute or controversy between the parties arising out of or relating to the Contract or the Work, if the Contractor elects not to require arbitration of such claim, dispute or controversy in accordance with the arbitration agreement set forth in Article 15 and the claim, dispute or controversy is, therefore, pursued by a party or the parties in litigation, the parties hereby agree and stipulate that the State courts or federal district court located in Greenville, South Carolina shall have sole and exclusive jurisdiction and venue over such claim, dispute or controversy and the parties. To the fullest extent allowed by applicable law, each of the parties hereby intentionally and voluntarily waives its right to a trial by jury for any such claim, dispute or controversy that is litigated in the courts.

Article 18. Entire Agreement - The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No additional or different terms or alteration of the terms set forth in the Contract shall be effective and binding upon the Owner and Contractor unless expressly stated in a written amendment or addendum to the Contract signed by Owner and Contractor. The Contract may be amended or modified only by a written amendment or addendum (which may include a Change Order) signed by Owner and Contractor.

Article 19. Execution of Agreement –The Agreement may be executed in any number of counterparts, transmitted, and stored electronically. The sum of the executed counterparts transmitted electronically between and among Contractor and the Owner shall be deemed the original Agreement.

Chemical Feed Lines
Layout dated 10/1/26



Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 4-D (1,2,3)

Department/Agency: Planning

Subject Matter: Refer to Planning Board

Department Head's Comments/Recommendation: Recommend Referral to Planning Board

Town Manager's Comments/Recommendation:

-Petition for Rezoning at Siler Road and Dowdle Mtn Road
-Text Amendment to 152.163 (B)
-Text Amendment to 152.093

Suggested Motion: If favorable – approve the referral to Planning Board.

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: Mark Tiller

Address of Applicant: 3445 Peachtree Road, Suite 456

Owner of Property: Hendon Tiller Franklin, 2.0 LLC

Location of Property: Siler Road and Dowdle Mtn Road Size of Property: .31AC

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

Current Zoning Designation: Residential R-1

Current Use Vacant Land Change in Use Retail/Restaurant

Current Development on all Adjoining Lots:

North Bypass

South Resy R1

East Retail C2

West Residetntial Future Substation R1

Site served by Municipal Water Yes YES No _____

Site served by Municipal Sewer Yes 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.

Mark Tiller

Signature of Applicant

10/10/2026

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

DUKE ENERGY CAROLINAS, LLC
PO BOX 37996

CHARLOTTE NC 28237-7996

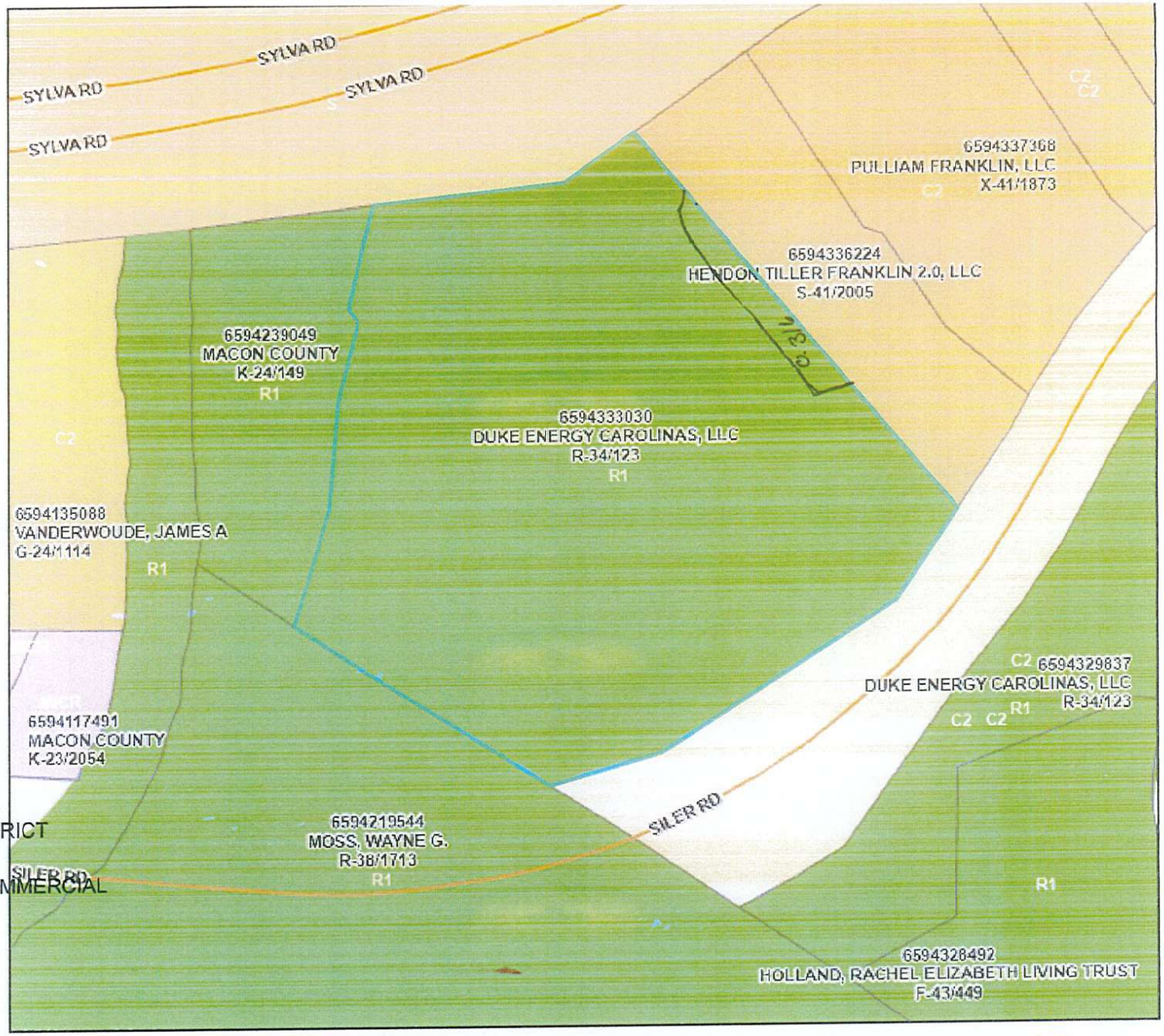
Property Address
SILER RD
TR 1 SILER RD SPLIT PC 11316

Tax ID: TaxID
PIN: 6594333030
Acreage: 9.06
Elevation: 2104
Topo Desc: LEVEL
Utilities: A

Deed Ref: R-34/123
Date Recorded: DATE_RECORDED_STRING
Sale Price: 0

Building Value: 0
Land Value: 1834650
Deferment: 0
Exemption: PU
Assessed Value: 1834650
Last Appraisal: 1658102400000

Fire District: CLARKS CHAPEL FIRE DISTRICT
Township: FRANKLIN
Zoning: FRANKLIN SECONDARY COMMERCIAL
Subdivision: SUBDIV_DESC
Neighborhood: 01025



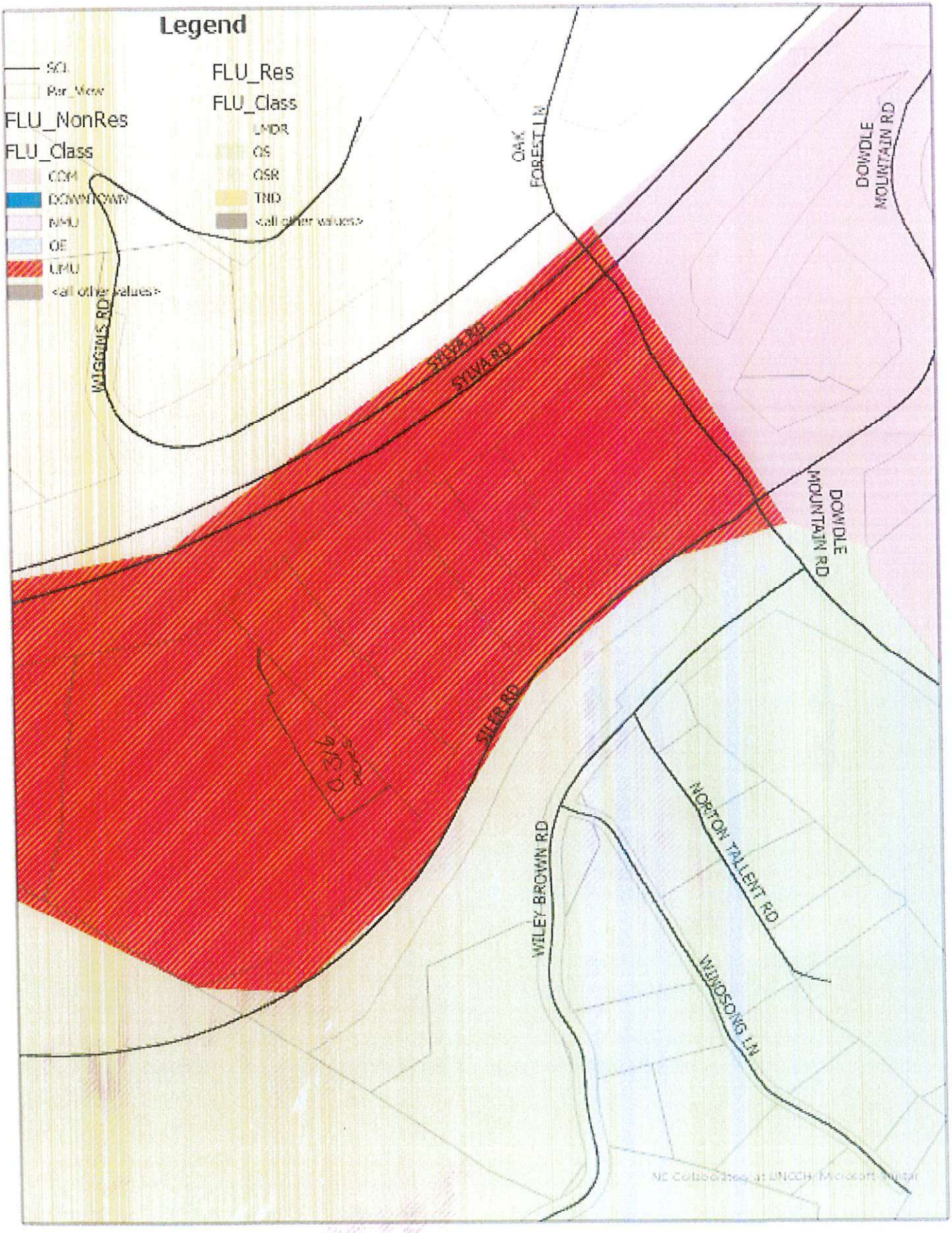
0.02 0.04 0.07 mi
0.03 0.06 0.11 km

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:

October 13, 2026

Siler Road and Dowdle Mountain
(Duke Parcel)



Macon County Parcel Information
DUKE ENERGY CAROLINAS, LLC
PO BOX 37996

CHARLOTTE NC 28237-7996

Property Address
SILER RD
TR 1 SILER RD SPLIT PC 11316

Tax ID: TaxID
PIN: 6594333030
Acreage: 9.06
Elevation: 2104
Topo Desc: LEVEL
Utilities: A

Deed Ref: R-34/123
Date Recorded: DATE_RECORDED_STRING
Sale Price: 0

Building Value: 0
Land Value: 1834650
Deferment: 0
Exemption: PU
Assessed Value: 1834650
Last Appraisal: 1658102400000

Fire District: CLARKS CHAPEL FIRE DISTRICT
Township: FRANKLIN
Zoning: FRANKLIN SECONDARY COMMERCIAL
Subdivision: SUBDIV_DESC
Neighborhood: 01025



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:

October 13, 2026

MACON COUNTY EST. 1828

Application to Amend the Text Only of the Unified Development Ordinance

P.O. Box 1479
Franklin, NC 28744
828-524-2516

Applicant: Town of Franklin Address: _____

Telephone: _____ _____

INFORMATION ABOUT THE PROPOSED TEXT AMENDMENT(S). [Must be filed at least 30 days before the date of the Planning Board meeting where it will be considered]

A. Number(s) and title(s) of the section(s) to be amended *(staff will assign numbers/titles for new sections).*
152.163 (B) Processing of Application

B. Explain the purpose or need for each proposed amendment(s). Use additional sheets, if necessary.
Removing newspaper advertisement before planning board meeting.

C. Recommended text for each proposed amendment(s). Use additional sheets, if necessary
See attached.

The information contained in this application is true and accurate to the best of my knowledge.

_____ 10/19/26
Signature of Applicant **Date**

AMENDMENTS

§ 152.160 INITIATION OF AMENDMENTS.

This Unified Development chapter, including the zoning map, may be amended only by the Town Council. Changes or amendments may be initiated by the Town Council, the Planning Board, the Board of Adjustment, town staff, or by one or more private citizens.

(Ord. passed 10-1-07; Am. Ord. passed - -)

§ 152.161 APPLICATION.

An application for any amendment shall contain a description and/or statement of the present and proposed zoning regulation or district boundary to be applied, the names and addresses of the owner or owners of the lot in question, the use of each adjacent property and such other information as may be requested by the Land Use Administrator. If an application is denied, no application for any change in the zoning regulations applicable to the same property or any part thereof shall be filed until the expiration of one year from the date of final determination by the Town Council. Provided, however, the one-year waiting period shall not be applicable to the rezoning of all or any part of property previously considered by the Town Council where the new application requests assignment of a different zoning district classification.

(Ord. passed 10-1-07; Am. Ord. passed 2-3-14; Am. Ord. passed - -)

§ 152.162 FEE.

A fee shall be paid to the Town of Franklin for each application for an amendment and the cost of advertising and other administrative expenses. The fee shall be determined by a resolution of the Town Council and may be amended at any time in like manner.

(Ord. passed 10-1-07; Am. Ord. passed - - ; Am. Ord. passed 10-6-25)

§ 152.163 PROCESSING OF APPLICATION.

An application for amendment shall be processed in accordance with the provisions of this section.

(A) Action by the Planning Board. The Planning Board shall consider and make recommendations to the Town Council concerning each proposed zoning map

Council shall be published in a newspaper of general circulation once a week for two successive weeks, with the first notice to be published not less than ten nor more than 25 days prior to the date of the hearing.

(1) When a zoning map amendment is proposed, the owner of that parcel of land as shown on the county tax listing, and the owners of all parcels of land abutting that parcel of land as shown on the county tax listing, shall be mailed a notice of a public hearing on the proposed amendment by first class mail at the last addresses listed for such owners on the county tax abstracts. This notice must be deposited in the mail not less than ten nor more than 25 days prior to the date of the public hearing. The person or persons mailing such notices shall certify to the Town Council that fact, and such certificate shall be deemed conclusive in the absence of fraud.

(2) When a proposed zoning map amendment directly affects more than 50 properties, owned by a total of at least 50 different property owners, the town may elect to use the expanded published notice provided for in this section rather than the notice stipulated in division (B)(1), above. In this circumstance, the town may provide notice of the hearing by means of an advertisement not less than one-half newspaper page in size published in a newspaper of general circulation once a week for two successive weeks, with the first notice to be published not less than ten nor more than 25 days prior to the date of the hearing.

(3) When a zoning map amendment is proposed, the town shall prominently post a notice of the public hearing on the site proposed for rezoning or on an adjacent public street or highway right-of-way. The notice shall be a minimum of 18 inches by 24 inches in size. When multiple parcels are included within a proposed zoning map amendment, a posting on each individual parcel is not required, but the town shall post sufficient notices to provide reasonable notice to interested persons.

(C) Nature of proceedings. It is the intent of this ordinance that applicants for rezoning to any district other than a special use district or a planned development district shall be prohibited from offering any testimony or evidence concerning the specific manner in which they intend to use or develop the property.

(D) Citizen comments. If any resident or property owner in the town submits a written statement regarding a proposed amendment, modification, or repeal to a zoning ordinance to the Town Clerk at least two business days prior to the proposed vote on such change, the Town Clerk shall deliver such written statement to the Town Council. If the proposed change is the subject of a quasi-judicial proceeding under G.S. § 160-338, the Town Clerk shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the Town Council shall not disqualify any member of the Council from voting.

(E) Statements of consistency, reasonableness; voting. The Town Council shall adopt a statement of consistency of each amendment considered pursuat to this section; it shall also adopt a statement of reasonableness for each zoning map amendment/rezoning. In adopting such statement(s) as required by law, the Town Council may adopt by reference the statement(s) proposed by the Planning Board, may modify such proposed statement(s),

Application to Amend the Text Only
of the Unified Development Ordinance

P.O. Box 1479
Franklin, NC 28744
828-524-2516

Applicant: Town of Franklin Address: _____

Telephone: _____ _____

INFORMATION ABOUT THE PROPOSED TEXT AMENDMENT(S). [Must be filed at least 30 days before the date of the Planning Board meeting where it will be considered]

A. Number(s) and title(s) of the section(s) to be amended *(staff will assign numbers/titles for new sections).*

152.093 Off-Street Parking

B. Explain the purpose or need for each proposed amendment(s). Use additional sheets, if necessary.

Bringing UDO up to NC 6.5 requirements

C. Recommended text for each proposed amendment(s). Use additional sheets, if necessary

See attached.

The information contained in this application is true and accurate to the best of my knowledge.

_____ 10/19/2026

Signature of Applicant Date

§ 152.093 OFF-STREET PARKING.

All developments, except for those situated within the C-1 Central Commercial Zoning District, shall provide a sufficient number of parking spaces to accommodate the number of vehicles that ordinarily are likely to be attracted to the development in question. ~~No certificate of occupancy will be issued upon completion of the building unless all off-street parking and loading requirements, shown upon the plans or made part of the building permit, are in place and ready for use and conforming to requirements.~~

(A) Presumptions. The presumptions established by this section are that (1) a development must comply with ~~the parking standards~~ parking maximums set forth in division (E) to satisfy the standard stated in § 152.094 and (2) any development that does meet these standards is in compliance. However, the parking space requirements contained in division (E) are only intended to establish a presumption and should be flexibly administered in accordance with division (F).

(B) Separate uses. The required parking for separate uses may be combined in one lot, but spaces assigned to one use may not be assigned to another use at the same time; provided, however, one-half of the parking spaces required for churches, theaters or assembly halls, whose peak attendance will be at night or on Sundays, may be assigned to a use which will be closed at night or on Sundays.

(C) Remote parking. If the required number of parking spaces cannot reasonably be provided on the same lot as the use being served, required parking spaces may be provided on any lot a substantial portion of which is within 200 feet of such uses.

(D) Parking space design. Each automobile parking space shall not be less than nine feet by 18 feet in area exclusive of adequate access drives and maneuvering space. Such space shall be provided with vehicular access to a street or alley. Parking spaces shall not thereafter be encroached upon or altered without prior development authorization as per §§ 152.050 - 152.062, above.

(E) Use classifications and parking space requirements. The number of parking spaces provided for any use or development shall ~~equal or exceed~~ not exceed the maximum number determined for the use or development by the standards contained herein. The minimum requirement serves as a guide. It is recognized that the list of parking requirements contained in this section cannot and does not cover every possible situation that may arise. Therefore, in cases not specifically covered, the permit issuing authority is authorized to determine the parking requirements using this table as a guide.

Type of Land Use	One Parking Space ~~Required~~ for Each:	Minimum	Maximum

1 per 2 employees, plus 1 per 2 units

1 per employee, plus 1 per 2 units

Adult care facilities

1 per 2 employees, plus 1 per 6 adults

1 per employee, plus 1 per 6 adults

Child care facilities

1 per 2 employees, plus 1 per 10 children

1 per employee, plus 1 per 10 children

Churches and wedding chapels

1 per each 4 seats or each 40 sq. ft. of floor area available for movable seats or for each 200 sq. ft. of gross floor area

1 per 3 seats or each 30 sq. ft. of floor area available for movable seats or for each 150 sq. ft. of gross floor area

Civic, social service, cultural, and fraternal facilities

1 per 350 sq. ft.

1 per 250 sq. ft.

Colleges and universities

1 per 3 employees, plus one per 3 full-time students not residing on campus1 per employee, plus one per each full-time student not residing on campus

Family care homes and group homes, children

1 per 2 employees

1 per employee

Family care homes and group homes, adults

1 per 2 employees, plus 1 per 2 residents

1 per employee, plus 1 per 1 resident

Museums and art galleries

1 per 350 sq. ft., plus one per 2 employees on shift of greatest employment

1 per 250 sq. ft., plus one per 2 employees on shift of greatest employment

1 per 2 seats of largest public room, plus one per 2 employees on shift of greatest employment

Health and fitness facilities

1 per 200 sq. ft.

1 per 100 sq. ft.

Lodging

1 per 2 bedrooms , plus additional spaces as required for other uses within the hotel/motel

1 per 1 bedroom , plus additional spaces as required for other uses within the hotel/motel

Live-work unit

1 per residential unit plus 1 per each 350 sq. ft. of office/business space

1 per residential unit plus 1 per each 250 sq. ft. of office/business space

Manufacturing, assembly or finishing operations

1 per 2 employees on shift of greatest employment

1 per employee on shift of greatest employment

Office: professional, business, or public, including banks. (plus 3 spaces per lane for stacking if drive-through service is proposed)

1 per 350 sq. ft.

1 per 250 sq. ft.

Rental establishments

1 per 350 sq. ft.

1 per 250 sq. ft.

Repair and service businesses providing on-site services

1 per 300 sq. ft.

1 per 200 sq. ft.

Repair and service businesses providing off-site services

2 employees

1 per employee

Restaurants, bars, breweries, private clubs, wine tasting (plus 11 spaces for stacking if drive-through service is proposed)

requirements of division (E) and may require more parking or allow less parking whenever it finds that such deviations are more likely to satisfy the standard set forth in division (A).

(1) Without limiting the generality of the foregoing, the permit-issuing authority may allow deviations from the parking requirements set forth in division (E) when it finds the following:

(a) A residential development is irrevocably oriented toward the elderly.

(b) A business is primarily oriented toward walk-in trade or trade expected to arrive by means other than an automobile.

(2) Whenever the permit-issuing authority allows or requires a deviation from the presumptive parking requirements set forth in division (E) it shall enter on the face of the permit the parking requirement that it imposes and the reasons for allowing or requiring the deviation.

(Ord. passed 10-1-07; Am. Ord. passed - -)

§ 152.094 OFF-STREET LOADING AND UNLOADING.

Development and redevelopment projects in all districts except the C-1 Central Commercial District shall provide space as indicated herein for the loading and unloading of vehicles off the street or public alley. Such space shall have access to an alley or, if there is no alley, to a street. For the purposes of this section an off-street loading space shall have a minimum dimension adequate to accommodate the largest vehicles expected to be served and, in any event, no less than 12 feet by 40 feet and an overhead clearance of 14 feet in height above the alley or street grade.

(A) Retail operations: One loading space for each 20,000 square feet of gross floor area or fraction thereof.

(B) Wholesale and industrial operations:

Building Area in Square Feet	Number of Spaces
Building Area in Square Feet	Number of Spaces
0 - 40,000	1
40,000 - 100,000	2
100,000 - 160,000	3
160,000 - 240,000	4
240,000 - 320,000	5
320,000 - 400,000	6
Each 90,000, above 400,000	1 additional

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 5-A-C

Department/Agency: Sewer/Administration

Subject Matter: Recognitions

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

A.) Bill Allen, Lab Supervisor, received Maintenance Technician 3 Certification – presented by Jason Hopkins, Wastewater Treatment Plant Supervisor/ORC

B.) Jason Hopkins, Wastewater Treatment Plant Supervisor/ORC, received Lab Analyst 1 Certification – presented by Bill Deal, Public Works Director

C.) Swearing in of Interim Town Manager Sarah Bishop – Mayor Stacy Guffey

Suggested Motion: For information only.

Attachments: Yes ____ No _X_

Action Taken: _____

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 6A

Department/Agency: Police

Subject Matter: Presentation – Honorary Police Officer Ceremony

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Police Chief Devin Holland will conduct a special ceremony to swear in the newest Honorary Police Officer of the Franklin Police Department: Ms. Azzi McCarson.

Suggested Motion: N/A

Attachments: Yes ___ No _X_

Action Taken: _____

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 8

Department/Agency: Town Council

Subject Matter: Items from Council

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Items from Council

Suggested Motion: For information only.

Attachments: Yes ___ No _X_

Action Taken: _____

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 9-A

Department/Agency: Administration/Finance

Subject Matter: Request Approval of Modified Incentive Application

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: Recommend Approval

1. An application was submitted and approved for Franklin Machine Co requesting assistance with new painting under the Façade Improvement Grant as well as new signage under the Sign Grant. This facade grant is a 50/50 match up to $5,000 and the sign grant is $500. The total amount of all painting and signage initially was estimated to be in excess of $40,000 so Franklin Machine Company has requested to reapply for the Facade Grant and Sign Grant based on replacing all signs (freestanding as well as signs affixed to building). The grant amount would still be $5,000 for the Facade Grant as well as $500 for the Sign Grant.

Suggested Motion: If favorable, to approve the incentive application changes for Franklin Machine Company.

Attachments: Yes __X__ No __

Action Taken: _____

Town of Franklin Incentive Application

Personal Information:

Name: Allyson Nieddy Phone: 828-524-2313

Address: 231 Depot St Franklin Email: allyson@franklinmachineandsteel.com

Business Information:

Name & Physical Address of Business: Franklin Machine Company

Mailing Address (other than Physical Address): _____

Business Phone: 828-524-2313 Business Email: info@franklinmachineandsteel.com FEIN # 39-2513882

Property Owner Information (if different from Applicant):

Name of Property Owner: Ryan Warrington

Mailing Address (other than Physical Address): _____

Owner Phone: 912-230-1435 Owner Email: ryan@franklinmachineandsteel.com

Program(s) Being Requested - Please select those which apply:

(Facade Improvement Grant) Rent Subsidy

(Sign Grant)

Other Incentive Grants Design Grant

Grant - various permit fees

Grant - Utility (water/sewer) connection

IMPORTANT - READ BEFORE SIGNING

With your signature below, you certify that you have read and understand the policies and guidelines for each program you are applying for; you understand that your eligibility and participation in these programs is not guaranteed and is contingent upon compliance with all program policies and guidelines; you understand that additional information may be required to complete the review of this application, or to evaluate your eligibility in these programs in the future.

Signature: Allyson Nieddu Date: 4/23/2026

APPROVALS (as required):

Town Planner: _____ Date: _____

Town Manager: _____ Date: _____

Demand Printgraphics, LLC
419 NE Main St
Franklin, NC 28734 US
+18286203743
solutions@demandprintgraphics.com
https://www.demandprintgraphics.com

Invoice

BILL TO	SHIP TO
Chase Warrington Franklin Machine Co. 231 Depot St Franklin, NC 28734	Chase Warrington Franklin Machine Co. 231 Depot St Franklin, NC 28734

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5637	10/08/2026	$16,540.91	10/08/2026	Due on receipt	

PROJECT NAME
BUILDING SIGNAGE

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Custom Graphics TRUCK PARTS REPAIR, STEEL FABRICATION /WELDING, SIGNAGE WRAP FRONT OF BUILDING FACE , OFFICE Width: 96 Inches, Height: 24 Inches, Sides: 1, Metal: ACM 3mm-White	23	375.00	8,625.00T
	Custom Graphics REPLACEMENT FACES ROAD SIGN Width: 96 Inches, Height: 48 Inches, Sides: 1, Metal: ACM 3mm-White	8	475.00	3,800.00T
	Custom Graphics WATER/SAND FILLABLE 2 SIDED A FRAME WITH 2 SIGN PANELS 24"X36"	2	395.00	790.00T
	Installation	1	2,280.00	2,280.00T

All estimates/orders require 100% prepayment at time of order, unless otherwise approved by Demand Printgraphics. All orders are FOB Demand Printgraphics, unless otherwise stated.

Payment of this invoice constitutes acceptance of the total, the items stated, as stated, described, proofed, and our terms shown here and at our site at https://www.demandprintgraphics.com/terms-and-conditions.html.

Scaffold
Install
Installation
Scaffold
Install

SUBTOTAL	15,495.00
TAX	1,045.91
TOTAL	16,540.91
BALANCE DUE	**$16,540.91**

BANK

Here is the invoice on the items/project produced per your request. We look forward to working with you again soon!
Thanks for your business!
Demand Printgraphics, LLC
solutions@demandprintgraphics.com
828-620-3743

All estimates/orders require 100% prepayment at time of order, unless otherwise approved by Demand Printgraphics. All orders are FOB Demand Printgraphics, unless otherwise stated.

Payment of this invoice constitutes acceptance of the total, the items stated, as stated, described, proofed, and our terms shown here and at our site at https://www.demandprintgraphics.com/terms-and-conditions.html.


FRANKLIN MACHINE CO.
• Custom Welding & Fabrication
• Truck Beds & Steel Supplies
• Diesel Engine & Heavy Vehicle Repair
• Hydraulic Cylinder Repair
WE WELD WNC
EST. 1940
* Permit not required for Freestanding Maint
AB 06.10.26





2' x 32' = 64'

64 sq ft x 6 = 384 sq ft total

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-A

Department/Agency: Fire Department

Subject Matter: Request Acceptance of Grant funds for Fire Department

Department Head's Comments/Recommendation: Recommend approval

Town Manager's Comments/Recommendation: Recommend approval – The Fire Department has been awarded a grant from Firehouse Subs Public Safety Foundation in the amount of $14,757.57 in order to purchase Paratech Heavy Rescue Air Lifting & Stabilization System (excluding freight and taxes). Award acceptance is required to move forward with the grant.

Suggested Motion: If favorable – to accept the grant funds.

Attachments: Yes _X_ No ___

Action Taken: _____

---------- Forwarded message ---------
From: **Firehouse Subs Public Safety Foundation** <foundation@firehousesubs.com>
Date: Tue, Oct 6, 2026, 8:29 AM
Subject: APPROVED: Q4 2026 Firehouse Subs Public Safety Foundation Grant
To: ryanhursey@gmail.com <ryanhursey@gmail.com>, jsetser@franklinnc.com <jsetser@franklinnc.com>
Cc: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>, Camurca, Theo <TCamurca@rbi.com>, Rakesh Daya <rdaya@firehousesubs.com>, David, Herman <david.herman@firehousesubs.com>

Dear Chief Hursy & Chief Setser,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded **Town of Franklin, on behalf of Franklin Fire and Rescue** in **Franklin, NC** the requested **Paratech Heavy Rescue Air Lifting & Stabilization System (Excluding Freight & Taxes)** valued up to **$14,757.57**.

If your grant award must be approved by a governing body, such as your city council or Board of Directors, please add this item to the agenda immediately and contact us with the meeting date.

PROCUREMENT:
We will contact you no later than Friday, December 4, 2026, to initiate the procurement process.
The Foundation will determine which of the following procurement methods will be used:

- Direct purchase made by the Foundation; or
- Memo of Understanding with funding via ACH transfer only. We are unable to fund a grant award by paper check.

DO NOT purchase or place an order for any grant-funded items until you receive instructions from the Foundation. Failure to follow this required procurement process will jeopardize your grant award. If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS:
We strongly encourage your organization to share news of this grant with your community. To make sharing easy, we have attached press release and social media templates. Please submit your completed materials to Foundation@firehousesubs.com for review and approval.

Please allow up to 72 hours for review. DO NOT distribute a press release, contact the media, or publish a social media post until you have received approval from the Foundation team.

USE OF THE FOUNDATION LOGO:
Whenever feasible, we strongly encourage your organization to recognize the grant by displaying the Firehouse Subs Public Safety Foundation logo on granted items or

equipment. The Foundation logo is attached for your convenience. Before producing or displaying the logo, please submit the final artwork to Foundation@firehousesubs.com for approval.

DID YOU KNOW?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation are made possible through the generosity of Firehouse Subs guests and the continued support of the Firehouse Subs restaurant brand? We invite you to visit and support a Firehouse Subs restaurant in your community.

We are honored to support your organization and help strengthen its lifesaving capabilities.

Firehouse Subs Public Safety Foundation
Deerwood North 4600 Touchton Road E, Bldg 100, Ste 300 Jacksonville, FL 32246
foundation@firehousesubs.com
FirehouseSubsFoundation.org
Twitter Facebook

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-B

Department/Agency: Fire Department

Subject Matter: Request Acceptance of Grant funds for Fire Department

Department Head's Comments/Recommendation: Recommend approval

Town Manager's Comments/Recommendation: Recommend approval – The Fire Department has been awarded a grant from Chemtrac in the amount of $10,000.00 in order to purchase Gas Monitors/Meters. Award acceptance is required to move forward with the grant.

Suggested Motion: If favorable – to accept the grant funds.

Attachments: Yes _X_ No ___

Action Taken: _____

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-C

Department/Agency: Planning

Subject Matter: Request Appointment to Planning Board

Department Head's Comments/Recommendation: Recommend approval

Town Manager's Comments/Recommendation: Recommend approval

Kim Leister has applied for one of the two, in-town vacancies for the Planning Board/Board of Adjustments. Ms. Leister has been a member of the board since 2023.

Suggested Motion: If favorable – to approve appointment.

Attachments: Yes _X_ No ___

Action Taken: _____

TOWN OF FRANKLIN, NORTH CAROLINA

Application for Appointment to Boards/Authorities

Please return to the Town Clerk's office Attn: Nicole Bradley

95 East Main Street, P.O. Box 1479, Franklin, NC 28744
(828) 524-2516 nbradley@franklinnc.com

Additional Pages and/or a resume may be attached but is not required

NAME Kim Leister

STREET ADDRESS

MAILING ADDRESS

PHONE

E-MAIL

Please consider me for appointment to the following board(s) or authorities

____ Alcoholic Beverage Control Board

X Planning Board/Board of Adjustment

____ Franklin Tourism Development Authority

I am interested in serving on this board or authority because: during my tenure on the board I have learned so much about land use and zoning in Franklin and I would like to increase my knowledge.

I have experience/expertise in the following areas and/or have served on the following board or authority:
I am presently on the Planning Board/Board of Adjustment. I am a property owner in Franklin.

I feel that I can contribute the following to this board or authority I have good communication skills and I am familiar with the processes of the boards. I bring some experience to the positio

Tell us about yourself and your background: I am retired from 41 years as a Cytologist. I have lived in Franklin 30 years and in Macon County a total of 45 years. I raised my children here and I cherish my 100 year old house.

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or authority.

Kim Leister 10/8/2024

Signature Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

Return Application to Town Clerk's Office

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-D

Department/Agency: Planning

Subject Matter: Request Approval of Resolution for Grant Application

Department Head's Comments/Recommendation: Recommend approval

Town Manager's Comments/Recommendation: Recommend approval

Town Planner, Callie Barnett is working on a grant application for a Paved Trails and Sidewalk Feasibility Study with the NCDOT. The feasibility study would be for a potential Iotla Street sidewalk connector and Cullasaja Greenway spur trail at the Little Tennessee River Greenway. This grant does potentially require a 20% match.

Suggested Motion: If favorable – to approve resolution.

Attachments: Yes _X__ No ___

Action Taken: _____

RESOLUTION FOR THE TOWN COUNCIL FOR THE TOWN OF FRANKLIN SUPPORTING APPLICATION AND FUNDING COMMITMENT FOR NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IMD FEASIBILITY STUDIES GRANT

WHEREAS, the North Carolina Department of Transportation has announced the availability of Paved Trails and Sidewalk Feasibility Study Grants; and

WHEREAS, the Town of Franklin desires to study the feasibility of plans found within the 2015 Connections to the Little Tennessee River Greenway and the 2017 BikeWalk Franklin Plan; and

WHEREAS the North Carolina Department of Transportation requires that any applicant for such grant provide application approval and funding commitment verifying its desire to participate in the grant program, and its commitment of match funds to the proposed project; and

WHEREAS, the Town of Franklin will use the grant to study the feasibility of the Iotla Street Connector and Cullasaja Greenway to promote walking and bicycle travel as alternatives to the use of vehicular transportation.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Franklin, North Carolina demonstrates its desire to participate in the North Carolina Department of Transportation IMD Paved-Trail Feasibility and the Town of Franklin commits to a 20% cash match for the project.

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

TOWN OF FRANKLIN

ATTEST:

_____
Stacy J. Guffey, Mayor

_____
Nicole Bradley, Town Clerk

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-E

Department/Agency: IT

Subject Matter: Request Approval of Contract with DSI

Department Head's Comments/Recommendation: Recommend approval

Town Manager's Comments/Recommendation: Recommend approval

DSI is proposing a 3 year contract for our existing Cisco firewall, management server, VPN and cyber defense features, and adds DUO MFA to the existing foundation, and includes professional services for the DUO integration and secure VPN enablement.

Suggested Motion: If favorable – to approve contract.

Attachments: Yes _X_ No ___

Action Taken: _____

3 yr

DSI Complete IT Solutions & Services
DISYS Solutions Inc. DSITECH.COM

44670 Cape Court, Suite 100
Ashburn, VA 20147
Phone: (888) 286-3896
Fax: (703) 802-0798
Cage Code: 674Q4
DUNS: 962751918
FEIN: 27-2586114

Quote Type: **Statewide IT Contract I**

BILL TO
Town of Franklin 95 East Main Street Attn: Simon Hyatt Franklin, NC 28734

PREPARED BY	PREPARED FOR
Pankaj Sharma	Simon Hyatt

ITEM #	PRODUCT DESCRIPTION
FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U
AC-PLS-P-50-S	Cisco AnyConnect 50 User Plus Perpetual License
R-ISE-PIC-VM-K9=	ISE Passive Identity Connector Virtual Machine 3000 sessions
L-FPR1120T-TMC=	Cisco FPR1120 Threat Defense Threat, Malware and URL License
DUO-SUB	Cisco Duo subscription
Initial Term - 36.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid	
DUO-ESSENTIALS	Cisco Duo Essentials edition (formerly MFA)
SVS-DUO-SUP-B	Cisco Support Basic for Duo
DSI Professional Services	Deploying DUO

Additional Comments or Special Instructions
402054250, IG169321714FG, Sub1339362 (86723646)

Wire Transfer Information:
JP Morgan Chase Bank, N.A.
4 New York Plaza, Floor 15, Mailcode: NY1-E050
New York, NY 10004-2413
Routing/Transit #: 021000021 (NY)
Lockbox Account #: 329381377

ACH Information:

Start Date	End Date	SKU	Last Date of Support
12/15/2026	12/14/2029	CON-SNT-FRP11209	
12/15/2026	12/14/2029	CON-ECMU-ACPL50	
12/15/2026	11/30/2027	CON-ECMU-RISEPIVM	11/30/2027
12/15/2026	12/14/2029	L-FPR1120T-TMC-1Y	

Authorized by Date

If you have any questions regarding this quote, please contact
Pankaj Sharma @ 571-707-3610 or Pankaj.Sharma@dsitech.com

Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-F

Department/Agency: Public Works

Subject Matter: Request Approval of Contract with John Deere

Department Head's Comments/Recommendation: Recommend approval

Town Manager's Comments/Recommendation: Recommend approval

John Deere is proposing a 3-year lease for a 410 P-Tier Backhoe Loader. The public works crews will use this equipment for water/sewer utility maintenance and installations.

Suggested Motion: If favorable – to approve contract.

Attachments: Yes _X_ No ___

Action Taken: _____

JOHN DEERE FINANCIAL

Application ID:14622213
Version Number: 3
Governmental

LEASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS			
TOWN OF FRANKLIN **95 E MAIN ST** **FRANKLIN, NC 28734-3025**	LESSEE'S TAX ID NUMBER ****-***1229**	LESSEE'S PHONE NO. **828-524-2516**	TYPE OF BUSINESS **Municipality**
LESSEE RESIDES IN (County/State) **MACON, NC**	LESSEE AGREES TO KEEP GOODS IN (County/State) **See Equipment Location and County for each Item of Equipment below**		
NAME AND TITLE OF SIGNING OFFICER **SARAH BISHOP - FINANCE DIRECTOR**			

LESSOR'S NAME AND ADDRESS	
Deere Credit, Inc. **P.O. Box 6600** **Johnston, IA 50131-2945**	PHONE NUMBER **800-828-8297**

This Lease Agreement ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED

Year	Manufacturer	Equipment Description	Engine Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
2027	JOHN DEERE	410 P-Tier Backhoe Loader	500	$25.00	FRANKLIN, NC	MACON	No

ADDITIONAL DETAILS

Product ID	Engine Hour Meter	Asset Level Payment*	Purchase Option Price
1T0410PBCTFX22148	10	$3,076.36	$94,071.00

Total Purchase Option Price	$94,071.00

***Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.**

LEASE PAYMENTS

LEASE TERM START DATE: October 23, 2026
LEASE TERM END DATE: October 23, 2029

The first Lease Payment Due Date is October 23, 2026 and each successive Lease Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
36	$3,076.36	$207.65	$3,284.01	October 23, 2026

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments each Billing Period and all other amounts (including applicable sales, use and

property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00 or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term exceeds the total of all amounts due under this Lease Agreement by less than $25.00 we may retain such excess. Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits. You certify that the engine hour meter reading on each Item of Equipment is accurate as of the date you sign this Lease Agreement. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that Item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of this Lease Agreement) an amount equal to the Excess Hour Charge for that Item of Equipment for each engine hour in excess of the Engine Hour Limit. If this Lease Agreement is terminated, canceled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

2. Security Deposit. If a Security Deposit is indicated in the Advance Lease Payment Invoice, the Security Deposit will be held by us in a non-interest-bearing account commingled with other funds. We may apply the Security Deposit to any amounts due under this Lease Agreement and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within 30 days of termination of this Lease Agreement and final inspection by us, provided you are not in default.

3. Taxes. Although you may be exempt from the payment of certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Ownership; Missing Information. We are the owner of the Equipment and you have the right to use the Equipment under the terms of this Lease Agreement. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not modify the Equipment (including software), install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees. In the event the Equipment is exposed to salt, fertilizer or any other hazardous or corrosive material (collectively "Contaminants"), you shall (a) regularly have such Contaminants removed from the Equipment and (b) prior to returning the Equipment to us for any reason, (1) have the Equipment inspected for Contaminants, and (2) remove all Contaminants from the Equipment. Failure to do so may result in additional charges as outlined in Section 10 below.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE



7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item of Equipment shall be the net book value calculated as the sum of (a) all Lease Payments and any other amounts then due and payable to us; plus (b) the present value of all remaining Lease Payments and other amounts, discounted at the; Internal Rate of Return or, if a discount rate is set forth in this Lease Agreement, such discount rate (the "Discount Rate"); plus (c) the unamortized amount of our direct costs of originating and administering this Lease Agreement; plus (d) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating the Lease Payments) discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the equipment cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. Purchase Option. In the event you desire to purchase an Item of Equipment at the Lease Term End Date and you are not in default, you agree to pay us the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes) for each Item of Equipment. Upon receipt of the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date, we will transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. Early Payoff. In the event you desire to purchase an Item of Equipment prior to the Lease Term End Date, are not in default, and you request a payoff amount quote, you agree to pay us the payoff amount. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such Item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

10. Return of Equipment. If this Lease Agreement is terminated for any reason and you do not (a) return the Equipment to us, or, (b) exercise any Purchase Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted. Unsatisfactory condition shall include any condition described below ("Excessive Wear and Tear"):

(a) Mechanical. (A) Computer systems or safety and emission control equipment not in proper working order; (B) mechanical components that are missing, broken or unsafe or that do not operate normally, given the age of the Equipment; (C) wear on power train assembly that exceeds manufacturer's standards for normal wear and tear; (D) any air filters not within manufacturer's specifications; (E) any gauges or fluid indicators that are damaged or do not function; (F) the electrical system fails to operate properly; (G) the battery fails to hold a charge; (H) any wire harnesses not tied down and kept secured, dry and clean; (I) any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications; (J) hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis); (K) equipment not serviced according to manufacturer's operating manual; and/or (L) any lubricant, water or A/C seal leaks.

(b) Exterior. (A) Dents larger than 2 inches in diameter; (B) excessive number of dents or scratches; (C) any scratch 8" or longer that reaches the metal skin; (D) any single chip the size of a quarter or larger or multiple small chips within one square foot; (E) substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison to the original paint and require repainting at a cost in excess of $200; (F) rust holes in the body metal or a rust spot that covers more than a 4-inch square area; (G) any glass that must be replaced due to cracks or missing glass and any windshield damages cracked or broken glass must be replaced; (H) all frame damage and substandard frame repairs; and/or (I) any tires or tracks that (i) have broken side walls or excessive cuts or damages, (ii) have less than 50% of the original useful life remaining, or (iii) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

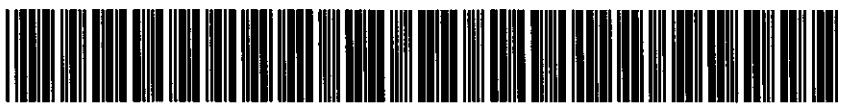
(c) Cab/Operator Platform. (A) Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning; (B) unclean condition of operator environment; and/or (C) holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

(d) General. (A) Equipment not operated or maintained in accordance with manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used; and/or (B) any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate, and (C) salt, fertilizer or any other hazardous or corrosive material (collectively "Contaminants") that have not been properly removed from the equipment in accordance with the requirements in Section 5.

(e) Other. (A) All warranty and PIP ("Product Improvement Program") work relating to the Equipment must be completed prior to the Lease Term End Date; (B) the Equipment must be cleaned prior to its return; (C) The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

(f) Hour Meter. For each Item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the engine hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

(g) Invoices for Excess Wear And Tear. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any Item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, (A)



accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition; and/or (B) accept an invoice from us and remit to us an amount equal to our reasonable estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, (2) the cost of new tires or tracks if the tires or tracks have less than 30% of their useful life remaining, or (3) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent 50%. For example, if you return Equipment with tires having 40% of their useful life remaining, you would remit to us an amount equal to 10% of the cost of new tires ((50% - 40%) multiplied by the cost of new tires). Your failure to remit the required payment to us within 10 days of demand shall constitute a default by you under the terms of this Lease Agreement.

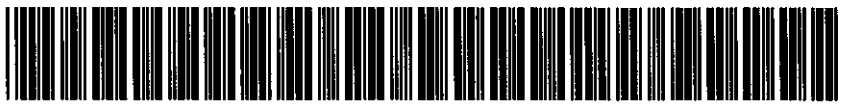
11. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

12. Remedies. If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 10, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 10; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, or (ii) if the Equipment is returned to us and this Lease Agreement is deemed to be a secured transaction and not a lease, in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses), or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iv) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

13. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. This Lease Agreement shall be binding upon any successor or permitted assignee. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

14. Claims. You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or this Lease Agreement thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree to not bring any action for Claims against us as lessor of Equipment. Your liability under this Section is not limited to the amounts of insurance required under this Lease Agreement.

15. Representations and Warranties. You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the



execution of 8038-G or 8038-GC Information Returns.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights, to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

16. Governing Law; Jurisdiction; Venue. THIS LEASE AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS LEASE AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 12(d) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

18. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under this Lease Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 10 of this Lease Agreement and terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 18 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

19. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

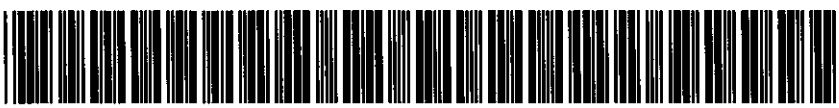
TOWN OF FRANKLIN

_____ By: _____
(Date Signed) SARAH BISHOP, FINANCE DIRECTOR

Accepted By: **Deere Credit, Inc. (Lessor)**
6400 NW 86th Street, Johnston, IA 50131-6600

_____ By: _____
(Date Agreement Signed) (Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE



Agenda Item – Town Council

Meeting Date: November 2, 2026

Agenda Item #: 10-G

Department/Agency: Administration

Subject Matter: Request Street Closures

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: Recommend approval

1. Iotla Street Closure – requested by Artisan Alley for the Artisan Market on December 12th, 2026 from 8:00 am to 3:30 pm
2. Iotla Street Closure – requested by Crabtree Family Enterprises for tent set up and tear down for the Ruby Drop beginning at 5:30 PM on December 30th, 2026 through 12:00 PM on January 1st, 2027
3. Iotla Street, Phillips Street, Main Street Closure – requested by Crabtree Family Enterprises for the Ruby Drop Event on December 30th, 2026 from 1:00 PM until 3:00 AM on January 1st, 2027. This also includes a request to extend the social district until 12:30 am on January 1, 2027.

Suggested Motion: If favorable – to approve all requests.

Attachments: Yes _X_ No ___

Action Taken: _____

Town of Franklin

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

Check List for Street Closing Requests

Please check all Street(s) that you are requesting to be closed:

- [x] **Iotla Street**
- [ ] **Phillips Street**
- [ ] **Main Street**
- [ ] **Other:** _____

Name of organization or individual requesting closure: Jade O'Neal | Artisan Alley

Phone Number for organization or individual requesting closure: 828-347-2351

Purpose of Street Closure Request: Artisan Market

Date of Requested Street Closure: December 12th 2026

Time Street needs to be closed: 8:00 AM

Time Street needs to be re-opened: 3:30 pm

Do you wish to suspend the Social District as part of your street closure for your event? (please circle)

YES **NO**

Additional notes regarding street closure request:

Jade O'Neal
Signature of individual requesting street closure

9/21/26
Date

All street closures must be presented to the Town Council for approval. All requests must be submitted to the Town Manager one week prior to the scheduled Town Council meeting. The Town Council meets the first Monday of each month at 6:00 p.m. in the Town Hall Board Room located at 95 East Main Street, Franklin, NC 28734.

Town of Franklin

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

Check List for Street Closing Requests

Please check all Street(s) that you are requesting to be closed:

- ☑ Iotla Street
- ☑ Phillips Street
- ☑ Main Street
- ☐ Other: _____

Name of organization or individual requesting closure: CRABTREE FAMILY ENT. LLC

Phone Number for organization or individual requesting closure: 828-371-2665

Purpose of Street Closure Request: RUBY DROP EVENT

Date of Requested Street Closure: 12/31/26 - 1/1/27

Time Street needs to be closed: 1:00 PM

Time Street needs to be re-opened: 3:00 AM

Do you wish to suspend the Social District as part of your street closure for your event? (please circle)

YES (NO)

Additional notes regarding street closure request: WE WOULD LIKE TO EXTEND SOCIAL DISTRICT UNTIL 12:30 AM. PLEASE ATTACHED ADDITIONAL REQUEST FOR IOTLA ST CLOSING FOR TENT SET UP.

_____ 10/22/26

Signature of individual requesting street closure **Date**

All street closures must be presented to the Town Council for approval. All requests must be submitted to the Town Manager one week prior to the scheduled Town Council meeting. The Town Council meets the first Monday of each month at 6:00 p.m. in the Town Hall Board Room located at 95 East Main Street, Franklin, NC 28734.

Town of Franklin

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

Check List for Street Closing Requests

Please check all Street(s) that you are requesting to be closed:

- ☑ Iotla Street
- ☐ Phillips Street
- ☐ Main Street
- ☐ Other: _____

Name of organization or individual requesting closure: CRABTREE FAMILY ENT. LLC

Phone Number for organization or individual requesting closure: 828-371-2665

Purpose of Street Closure Request: RUBY DROP TENT SET UP - TEAR DOWN

Date of Requested Street Closure: 12/30/26 - 1/1/27

Time Street needs to be closed: 5:30 PM ~~12:00~~

Time Street needs to be re-opened: 12:00 PM

Do you wish to suspend the Social District as part of your street closure for your event? (please circle)

YES (NO)

Additional notes regarding street closure request: THIS EXTRA TIME ON IOTLA WILL ALLOW FOR A LARGE TENT TO ENHANCE THE EVENT.

_____ 10/22/26

Signature of individual requesting street closure **Date**

All street closures must be presented to the Town Council for approval. All requests must be submitted to the Town Manager one week prior to the scheduled Town Council meeting. The Town Council meets the first Monday of each month at 6:00 p.m. in the Town Hall Board Room located at 95 East Main Street, Franklin, NC 28734.

Monthly Reports

Date: October 27, 2026

To: Sarah Bishop

From: Sabrina Scruggs

Re: October 2026 Tax Report

For 2026 tax bills $850,391.42 has been collected. The online payment for taxes was down. It's now working again.

There are no releases.

The last picking on the Square was cancelled. Trying to reschedule it.

Pumpkinfest was well attended.

Met with some Veterans to help plan Veterans Day.

Please let me know if you have any questions.

Respectfully submitted,

Sabrina Scruggs

Tax Collector

Event Coordinator

Town of Franklin

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

Public Works October 2026 Monthly Report

September 28, 2026 - October 25, 2026

Issued Service Calls		October	September	2026 YTD
Begin Suspend		2	0	3
Billing Re-Read		31	60	642
Brush Pick Up		0	0	13
Connect		9	9	101
CR Re-read		1	0	3
CR Water Shutoff		0	2	7
Culvert Maintenance		0	0	0
Cutoff/Delinquent Accounts		21	28	244
Data Profile		4	4	41
Deceased Animal Removal		0	0	0
Disconnect		3	10	68
End Suspend		0	0	7
Hydrant Flushing		0	0	1
Inactivate		3	2	35
Leaf Pick Up		0	0	1
Leak Check		12	6	79
Mailing Address Change		2	1	32
Meter Box/Lid Repair		0	2	8
Meter Swap		23	41	388
Miscellaneous		8	10	117
Occupant Change		19	28	289
Pull Meter		0	0	10
Reinstate		0	0	0
Service Action		1	2	15
Sidewalk Repair		0	0	0
Street Repair		0	0	0
Variance Report		21	41	248
	Total	**160**	**246**	2352
NC 811 Locates		110	87	1074
	Total	**270**	**333**	**3426**

TOWN OF FRANKLIN

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(828) 524-2516

Water

Installed 2 new 3/4" water taps on Jones Ridge Road.
Installed new 3/4" water tap on Village Circle.
Installed new 3/4" water tap on Golfview Drive.
Repaired 3 3/4" meter service leaks at different locations.
Repaired 3/4" water leak on East Martha Lane.
Repaired 3/4" water leak on Pauline Circle.
Repaired 3/4" water leak on Georgia Road.
Repaired 3/4" water leak on Harrison Avenue.
Repaired 3/4" water leak on Old Murphy Road.
Repaired 1" water leak on North Womack Street.
Repaired 3/4" water leak on Harrison Avenue.
Public works department assisted meter reader with manual meter reads.
Prep digging for Hillside Street water line.
Assisted with boring in the new 2" water line on Hillside Street.
Tied in 2" water line on Hillside Street.
Tied in 9 3/4" water taps to the new 2" Hillside Street water line.
Completed 7 after hours calls.

Water Treatment Plant

Pressure washed basins, actiflo building, and main building.
Drained and cleaned settling tubes on actiflo.
Removed old lockers.
Got power turned on for the new high service pump building.
Performed start up on new high service pumps.
Met all sampling permit requirements.

Cross Connection

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

TOWN OF FRANKLIN

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Franklin, North Carolina 28744
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Sewer

Cleaned 3,445 ft. of sewer lines.
Installed new 6" sewer tap on Pauline Heights Road.
Installed sewer pump at Sunnyside Park.
Prep work on sewer line on Womack Street to build manhole.
Completed 1 after hours call.

Wastewater Treatment Plant

Hauled 95 tons of sludge to the landfill.
35 loads of septic discharged at the headworks of the plant.
We treated 22.9 million gallons of water back to the river.
We treated 410,000 gallons of leachate for the landfill.
Performed 1 month grease trap inspections.
New employee will start on November 6th.
Met all permit requirements.

Streets

Swept 112 miles of streets.
Watering of Roundabout plantings.
Bathroom project at Sunnyside Park continues.
Paved Cherry Street.
Paved Hillside Street.
Paved parking lot at Sunnyside skatepark.
Finished paving the playground parking lot at Sunnyside Park.
Started the women's history park sidewalk/one way project.
Installed speed cushions on Bidwell Street and Green Street.

Respectfully submitted,

Bill Deal
Public Works Director

TOWN OF FRANKLIN

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

To: Sarah Bishop and Town Council
From: Nina Dykes
Utility Adjustments – October 2026

LEAK ADJUSTMENTS
10/14/2026 – Adjustments for $725.90.
10/14/2026 – Adjustments for $318.58.

RETURNED CHECKS
10/14/2026 – Adjustment for $62.17.
10/19/2026 – Adjustment for $49.36.
10/19/2026 – Adjustment for $82.73.
10/20/2026 – Adjustment for $134.50.

CONTRACT AGREEMENTS
10/08/2026 – Adjustment for $958.21.
9/1/2026 – Adjustment for $93.82.

ADMINISTRATIVE
10/07/2026 – Adjustment for $50.00.
10/13/2026 – Adjustment for $3.25.
10/14/2026 – Adjustment for $10.91.
10/14/2026 – Adjustment for $911.14.
10/20/2026 – Adjustment for $4.36.
10/21/2026 – Adjustment for $23.67.
10/22/2026 – Adjustment for $4.70.

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

Nina Dykes

To: Town Council

From: Justin Setser, Fire Chief

Date: September 27, 2026 – October 27, 2026

Subject: Fire Department Monthly Report – October

Calls

Franklin Fire and Rescue responded to 133 calls for service in month.

Structure Fires 1
Vehicle Fires 0
Vehicle Accidents 17
Medical Alarms 87
Fire Alarms 6
Brush Fires 1
Haz-mat 3
Mutual Aid 2
Rescues 1
Cancelled / Good Intent 15

Dept Info

New Tahoe Squad 11 (S-11) has been placed in service.

10 new sets of full turnout gear have arrived and been placed into service.

The dept participated as a vendor at Pumpkinfest selling hotdogs and merchandise.

The ladder truck is needing to have some major repairs. It is available for calls still.

The Dept held their annual Boo Bash on Halloween night for trick or treats.

The dept was notified we were awarded the Firehouse subs grant for new rescue struts and airbags.

Justin Setser
Fire Chief

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 9/29/2026

End Date 10/27/2026

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	October	September	August	2026-2027 Fiscal YTD
100	VANDALISM	2	5	4	11
11	WILDLIFE CALL/VIOLATION	0	0	1	1
14	MESSAGE/INFORMATION	5	2	2	11
15	HARASS/THREATEN/STALKING	0	0	1	2
21	CALL SUBJECT	41	29	48	151
29	WARRANT/CIVIL PROCESS	8	5	9	29
29D	DOMESTIC VIOLENCE ORDER	1	0	0	1
37	SPECIAL ASSIGNMENT	11	1	15	67
37D	DRONE	0	0	0	0
37I	CODE INSPECTION/ENFORCEMENT	5	6	1	18
38	BUSINESS CHECK	140	110	193	627
38B/38F	BIKE PATROL/FOOT PATROL	0	0	3	4
39	OPEN DOOR	0	0	2	2
40	FIGHT IN PROGRESS	1	3	1	5
43F	FOOT CHASE	0	0	0	0
43V	VEHICLE CHASE	1	0	0	2
45	BOMB THREAT	0	0	0	0
46	BANK ALARM	0	0	0	0
47	MOTORCYCLE/4wheeler on ROAD	0	0	1	1
48	RECKLESS/EXCESSIVE SPEED	8	14	24	59
49	REPORT OF DRAG RACING	0	0	0	0
5	RELAY OR TRANSPORT	1	1	1	7
50	VEHICLE ACCIDENT	48	40	58	183
53	ROADBLOCK	0	0	3	3
53L	LINES DOWN	0	0	0	1
53T	TREE DOWN IN ROADWAY	0	0	1	1
54	HIT AND RUN	7	11	5	33
55	IMPAIRED DRIVER	4	2	8	25
56	IMPAIRED INDIVIDUAL	0	0	3	5
59	DIRECT TRAFFIC/ESCORT	2	4	1	8
60	SUSPICIOUS PERSON OR VEHICLE	28	55	103	269

	Event Description	October	September	August	2026-2027 Fiscal YTD
61	TRAFFIC STOP	90	76	183	550
62	BREAKING AND ENTERING	2	2	2	8
62IP	B & E IN PROGRESS	0	1	0	3
63	INVESTIGATE	37	45	43	174
64	IDENTITY THEFT/FRAUD	4	1	1	11
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	2	3	10	17
70	IMPROPER PKING/ABANDON.CAR	3	5	5	17
72	SUBJECT IN CUSTODY	0	0	1	2
72T	PRISONER TRANSPORT	0	1	0	0
73	MENTAL SUBJECT	7	4	5	17
73P	PAPERWORK	5	0	11	17
73T	TRANSPORT MENTAL SUBJECT	0	0	0	0
75	STOLEN VEHICLE	0	0	4	5
76	PROWLER	0	0	1	1
77	LARCENY	5	0	12	26
78	SHOPLIFTING	2	0	5	8
79	PUBLIC DISTURBANCE	17	0	14	43
79N	PUBLIC DISTURBANCE NOISE	2	0	2	9
80	DOMESTIC DISTURBANCE	9	13	14	36
82	REPORT OF A WEAPON	0	2	2	4
83	WELFARE CHECK	20	32	43	117
83F	ABANDONED/FOUND PERSON	0	0	0	0
84	REPORTED CHILD ABUSE	0	1	0	1
84P	CHILD EXPLOITATION -PORN	0	0	0	0
85	STRANDED MOTORIST	12	8	16	47
85U	UNLOCK VEHICLE	14	7	9	41
86	MISSING PERSON	1	2	2	6
86K	KIDNAPPING/UNLAWFUL CUSTODY	0	0	0	0
87	MISSING OR RUNAWAY JUVENILE	0	0	6	11
88B	BRUSH FIRE	0	0	0	0
88G	GAS LEAK/HAZARDOUS MATERIALS	0	0	1	1
88H	HAZARDOUS MATERIALS	0	0	0	1
88M	MISCELLANEOUS FIRE/EXPLOSION	0	0	0	0
88P	POWER POLE ON FIRE	0	0	1	2
88S/V	STRUCTURE FIRE/VEHICLE FIRE	0	2	0	2
88SP	SEARCH FOR A MISSING PERSON	0	0	0	0
89	ANIMAL CALL	1	5	6	14
89B	ANIMAL BITE	0	0	0	0
90	ALARM/FIRE ALARM	25	19	40	103
91	KEEPING THE PEACE/EVICTION	1	0	0	1
95	DRUG CHECK	3	2	7	14
96	ASSAULT	5	3	0	10
97	SEXUAL ASSAULT/RAPE	1	0	0	2
99	INVESTIGATE 911 HANGUP	7	13	6	44
C4	CPR IN PROGRESS	0	0	0	0

	Event Description	October	September	August	2026-2027 Fiscal YTD
C5	DOA	0	0	1	1
C10	POSS SUICIDE	2	1	3	6
MA	MED ALARM	0	0	0	0
MED	MEDICAL CALL	0	0	1	1
MED-04	BACK PAIN	0	0	0	0
MED-05	BLEEDING-LACERATIONS	0	1	0	1
MED-06	BREATHING PROBLEMS	0	0	1	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	0	1	1
MED-15	DIABETIC PROBLEMS	0	0	0	0
MED-17	ELECTROCUTION	0	0	0	0
MED-19	FALLS-BACK INJURIES	0	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	2	0	2	4
MED-26	MENTAL HEALTH	0	0	0	0
MED-27	SICK PERSON	2	2	0	5
MED-28	STAB-GUNSHOT INJURY	0	0	0	0
MED-29	STROKE - CVA	1	0	0	1
MED-30	TRAUMATIC INJURY	0	0	0	1
MED-31	UNCONSCIOUS/FAINTING	2	2	3	8
MED-32	UNKNOWN MEDICAL PROBLEM	0	0	0	0
MT	MEDICAL TRANSPORT	0	1	0	1
WALK-IN	LOBBY WALK-IN	21	18	14	72
	Totals updated	**618**	**590**	**966**	**3057**

Activity Summary By Detail – Franklin Police Department

Incident/Investigation	October	September	August	2026-2027 Fiscal YTD
11A – Rape	1	0	0	1
11C – Sexual Assault with an Object	0	0	0	0
11D – Fondling	1	0	1	2
13A – Aggravated Assault	0	1	0	1
13B – Simple Assault	7	2	4	16
13C - Intimidation	1	0	0	1
200 – Arson	0	0	0	0
220 – Burglary/Breaking and Entering	0	1	1	2
23C – Shoplifting	0	0	1	1
23D – Theft from a Building	1	0	0	1
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	2	8	14
240 – Motor Vehicle Theft	1	1	0	2
250 – Counterfeiting/Forgery	0	0	0	1
26A – False Pretenses/Swindle/Confidence Games	0	0	0	0

26C – Impersonation	1	0	0	1
26E – Wire Fraud	1	0	0	1
26F – Identity Theft	2	1	0	3
280 – Stolen Property Offenses	0	0	0	0
290 – Destruction/Damage/Vandalism of Property	3	3	4	12
35A – Drug/Narcotics Violations	0	3	14	20
35B – Drug Equipment Violations	0	1	8	10
370 – Pornography/Obscene Material	0	1	0	2
520 – Weapon Law Violations	0	2	1	3
720 – Animal Cruelty	0	0	0	0
90A - Bad Checks	0	0	0	0
90C – Disorderly Conduct	2	2	1	5
90D – Driving under the Influence	0	3	6	11
90E -- Drunkenness	0	0	1	1
90F – Family Offenses, Nonviolent	1	0	0	1
90G - Liquor Law Violations	1	0	1	2
90J – Trespass of Real Property	1	1	5	9
90Z – All Other Offenses	31	43	59	134
Total Offenses	**57**	**67**	**116**	**301**
Total Incidents	**38**	**39**	**61**	**180**

Arrests	**October**	**September**	**August**	**2026-2027 Fiscal YTD**
11A – Rape	0	0	0	0
13A – Aggravated Assault	0	1	0	1
13B – Simple Assault	5	2	4	12
13C – Intimidation	1	0	0	0
200 – Arson	0	0	0	0
220 – Burglary Breaking and Entering	0	0	1	1
23C – Shoplifting	0	0	0	0
23F – Theft from a Vehicle	0	0	0	0
23H – All Other Larceny	0	1	2	5
240 – Motor Vehicle Theft	0	0	1	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	0	2	2
35A – Drug/Narcotic Violations	0	3	12	17
35B – Drug Equipment Violations	0	3	9	13
520 – Weapon Law Violations	0	2	3	5
90C – Disorderly Conduct	1	2	1	4
90D - Driving Under the Influence	0	2	7	11
90E – Drunkenness/Liquor Law Violations	1	0	2	3
90F – Family Offenses Nonviolent	0	0	0	0
90H – Peeping Tom	0	0	0	0
90J – Trespass of Real Property	1	1	3	8
90Z – All Other Offenses	18	26	44	107
Total Charges	**27**	**43**	**91**	**191**
Total Arrests	**14**	**21**	**37**	**87**

Citation	October	September	August	2026-2027 Fiscal YTD
Driving While License Revoked	6	3	9	24
Expired Registration	0	1	3	6
Failure to Reduce Speed	0	0	2	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	0	1	2
No Insurance	2	2	1	7
Other (Infraction)	6	5	10	21
Other (Misdemeanor)	1	0	4	6
Possess/Consume Alcohol – Passenger	0	0	0	1
Running Red Light	2	3	2	5
Seat Belt	1	0	0	0
Speeding (Infraction)	2	1	3	5
Speeding (Misdemeanor)	0	0	0	3
Unsafe Movement	2	0	4	4
Secondary Charge	9	4	13	31
No Operator License	6	5	10	26
Total Charges	**37**	**24**	**62**	**181**
Total Citations	**28**	**20**	**49**	**141**

Warning Tickets	October	September	August	2026-2027 Fiscal YTD
Driver's License	4	3	5	12
Failure to Yield	1	0	3	4
Following Too Closely	0	0	0	0
Improper/No Signal	0	0	0	0
Improper Equipment	0	1	0	7
Improper Parking	0	0	0	0
Improper Turn on Red	0	0	0	1
Left of Center	2	1	1	3
Lights	4	2	18	20
Obstructed Windows	0	0	0	20
Other	2	2	2	4
Seatbelt / Child Restraint	0	0	0	3
Speeding	9	2	6	17
Stop Sign or Signal	1	2	3	12
Unsafe Movement	6	2	7	11
Vehicle Ins/Safety Inspection	5	2	5	12
Vehicle Registration	13	8	24	54
Total Charges	**47**	**25**	**80**	**227**
Total Warnings	**38**	**21**	**71**	**196**

To: Town Council

From: Angela Green, CZO, Code Enforcement Officer

Date: October 28, 2026

Subject: Code Enforcement Monthly Report – October

Sign Report

Total Sign Permits Submitted- 1

Total Illegal Signs Removed- 5

Notice of Violation Report

Total NOV: 15 **(from September 28 to October 28)**

Total Open NOV for 2026: 13

Total Closed NOV: 9 **(from September 28 to October 28)**

Total Closed for 2026: 177

OPEN CASES

Public Nuisance Enumerated

90 Second St-Grass/trash

354 Heatherstone Dr-Building rubbish/debris/trash

15 Westside Ln-Debris

35 Janelle St-Trash/debris

200 Womack St-Trash

365 Riverview Hgts St-Trash/debris

12 Willow Ct-Building debris

81 Rolling Hills Dr-Trash

176 White Oak St-Trash/debris

Animal

73 Collins Ln-Chickens

Junked/Abandoned/Nuisance Motor Vehicles

200 Womack St- (1)

Zoning

Teaberry Ln- Prohibited R-1 Use

76 Ivar St- Prohibited R-1 Use

185 Rogers Rd- Residential use of recreational vehicle/prohibited R-1 use

Closed/Resolved Cases from September 28, 2026 to October 28, 2026

Public Nuisance Enumerated

697 W Palmer St-Grass

400 Palmer Dr (Unit 2 & 3)-Trash/debris

245 Riverview St-Grass

59 Cook St-Demo Debris

92 E Martha Ln-Mattress

178 Green St-Trash/weeds

140 Kingwood Cir-Trash/debris

Minimum Housing

185 Rogers Rd

Junked/Abandoned/Nuisance Motor Vehicles

91 Grandview Dr- (1)

92 E Martha Ln- (1)

To: Town Council

From: Callie Barnett, Town Planner

Date: November 2, 2026

Subject: Planning Monthly Report – October

Boards

Town Planning Board/Board of Adjustments: Both boards did not meet in October due to no new business. Planning board will meet November 16 to discuss and make recommendation upon Teaberry Ln rezoning.

County Planning Board: The county planning board met on October 1 and discussed reviewing county land use ordinances, specifically, Flood Damage Prevention, Soil Erosion & Sedimentation Control and Water Supply Watershed Protection. There will be no county planning board meeting in November.

Permits

Land Development Permits: 8 LDPs were issued in October (1 new construction, 1 shed, 2 additions, 4 decks).

Meetings

Bike Walk Plan: On October 7, the town planner attended the virtual Bi-Weekly Bike Plan Meeting with AECOM to discuss scheduling the final steering committee meeting. On October 20, this meeting took place via Zoom. The final draft of the Bike Walk Update was presented and steering committee members and staff are now in the process of commenting and aiding in finalizing the plan.

Current Projects and Amendments

- Bike Walk Plan Update
- NCDOT IMB Feasibility Study Grant
- Teaberry Rezoning
- Siler Road Rezoning
- Minimum Parking Text Amendment
- Amendment Process Text Amendment

Town of Franklin

Memo

To: Town Council

From: Finance Office

Date: October 29, 2026

Re: Monthly Department Report

Report for October 2026

- Audit Report is in final technical review. Auditors are confident that the report will be final and submitted to the LGC well before the 12/31 deadline.
- Sarah Bishop completed final week of Leading for Results course at the UNC School of Government at the University of North Carolina at Chapel Hill during the week of October 12-16.
- 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, NC

FINANCIAL SUMMARY — BY: ALISON STAMEY

Fiscal Year: 2026–2027
Period Ending: October 2026
Benchmark: Month 4 of 12 (33.0%)

TOTAL ANNUAL BUDGET	YTD REVENUE COLLECTED	YTD OPERATING EXPENSE	ENCUMBERED FUNDS
$14.94M	**$3.90M**	**$4.51M**	**$584.6K**
Current Total Budget	26.15% of Total Budget	30.15% Spent YTD	3.91% Committed

REVENUE BREAKDOWN

FUND	CURRENT BUDGET	PERIOD ACTIVITY	YTD REALIZED	% COLLECTED
10 - General Fund	$7,552,597.39	$395,911.53	$1,409,585.54	18.66%
28 - Fire Fund	$1,791,443.00	$131,497.15	$513,288.89	28.65%
60 - Water & Sewer Fund	$5,604,714.00	$478,758.82	$1,986,597.71	35.45%
Total Revenue	**$14,948,754.39**	**$1,006,167.50**	**$3,909,472.14**	**26.15%**

EXPENDITURE BREAKDOWN

FUND	CURRENT BUDGET	YTD SPENT	ENCUMBRANCES	AVAILABLE BAL.	% REMAINING
10 - General Fund	$7,552,597.39	$1,807,032.13	$116,775.22	$5,628,790.04	74.53%
28 - Fire Fund	$1,791,443.00	$571,701.32	$37,931.04	$1,181,810.64	65.97%
60 - Water & Sewer Fund	$5,604,714.00	$1,543,845.32	$429,954.63	$3,630,914.05	64.78%
Total Expenditures	**$14,948,754.39**	**$3,922,578.77**	**$584,660.89**	**$10,441,514.73**	**69.85%**

KEY FINANCIAL TAKEAWAYS FOR THE BOARD

- **Fiscal Benchmark:** At 4 months completion (33% of fiscal year elapsed), operational spending is well-controlled at 30.15% overall.
- **General Fund Operations:** Expenditures are tracking conservative at 25.47% of total budget. Revenue collections stand at 18.66%, Sales Tax Collection in July was an increase of 8.9% over prior year ($14,823.98) collecting a total of $181,592.05 for July.
- **Enterprise Performance:** Water & Sewer revenues are performing strong at 35.45% ($1.98M collected), expenditures are at 35.22%.
- **Fire Fund Status:** Revenue collections track at 28.65% ($513K collected) while operating spending is at 34.03%.

Fleet Maintenance Summary

Monthly Overview • October 2026

23
TOTAL SERVICE EVENTS

11
POLICE UNITS SERVICED

5
DEPARTMENTS ACTIVE

2
FACTORY SAFETY RECALLS

SERVICE VOLUME BY DEPARTMENT

Department	Service Count	Primary Work Areas
Police	**11**	Brakes, Window Service, Oil & Filter, Transmission
Streets	**6**	Air/Cabin Filters, Tank Leak Repair, Tire Repairs
Public Works	**4**	Transmission Check, Oil Service, Tire Repair
Sewer	**1**	Battery Replacement & Starter Fluid Service
Fire	**1**	Cabin Air Filter Replacement
Total Services	**23**	**5 Departments Active**

BREAKDOWN BY MAINTENANCE CATEGORY

Maintenance Service Category	Event Count	Share of Total
Routine Oil & Filter Service	10	43.5%
Brake & Suspension Repairs	3	13.0%
Transmission Inspections & Service	2	8.7%
Tire Maintenance & Plugs	3	13.0%
OEM Safety Recalls	2	8.7%
Electrical & Glass Services	3	13.0%

OPERATIONAL HIGHLIGHTS & FLEET SERVICE NOTES

Preventative & Operational Observations

- **Police Fleet Usage:** Represented nearly half (47.8%) of all maintenance events across the Town fleet due to high patrol duty cycles and continuous operation.
- **Factory Safety Compliance:** Completed required OEM safety recall inspections on Ford F-150 fuel tank strap assemblies to maintain fleet safety standards.
- **Routine Maintenance Focus:** Routine oil, filter, and fluid services accounted for over 43% of total service activities across all municipal departments.
- **Staffing Note:** Tim enjoyed a much deserved vacation.