



**Town of Franklin Council
Agenda
June 1, 2026
6:00 p.m.**

1. **Call to Order-** Mayor Stacy Guffey
2. **Pledge of Allegiance** – Vice Mayor Mike Lewis
3. **Adoption of the June 1, 2026 Town Council Agenda** - Town Council
4. **Approval of the Consent Agenda for June 1, 2026** - Town Council
 - A.) Approval of Minutes
 1. May 4, 2026 Regular Meeting
 2. May 18, 2026 Special Called Meeting
 - B.) Budget Amendment
 - C.) Tax Releases
5. **Recognition**
 - A.) New Fire Chief Justin Setser recognition by Town Manager Amie Owens
6. **Public Session**
7. **Items from Council**
 - A.) Resolution Encouraging Collaborative Engagement Regarding Healthcare Services in Western North Carolina – Mayor Stacy Guffey
 - B.) Resolution Recognizing the 25th Anniversary of the Roadless Area Conservation Rule – Mayor Stacy Guffey
8. **Call for Public Hearing**
 - A.) Call for Public Hearing on Monday, July 6, 2026 at 6:05 p.m. or as closely thereafter to gain public input related to an Ordinance Establishing a Temporary Moratorium on New Data Center Development within the Town of Franklin’s Planning Jurisdiction – Town Attorney John Henning, Jr.
9. **Public Hearings**
 - A.) Public Hearing on Monday, June 1, 2026 at 6:05 p.m. or as closely thereafter to gain public input related to a request for rezoning from Residential R-1 to Commercial C-2 for property PIN# 65941443604, located at 503 Dowdle Mountain Road - Town Planner Justin Setser

- B.) Public Hearing on Monday, June 1, 2026 at 6:08 p.m. or as closely thereafter to gain public input related to a Development Agreement between the Town of Franklin and Duke Energy – Town Attorney John Henning, Jr.
- C.) Public Hearing on Monday, June 1, 2026 at 6:11 p.m. or as closely thereof as possible to allow for public input on the Fiscal Year 2026-2027 Budget – Town Manager Amie Owens

10. Old Business

- A.) Request from Developer to refund tap fees for cancellation of project – Town Attorney John Henning, Jr. and Town Manager Amie Owens

11. New Business

- A.) Request Approval of Contract with Bridge Builders, LLC for Cartoogechaye Creek (Allman Drive) Boardwalk Project – Town Manager Amie Owens
- B.) Request Approval of Change Order #2 for Clearwell and High Service Pump Station Project – Davis-Bacon Compliance – Town Manager Amie Owens

12. Departmental Updates

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

13. Announcements

- A.) Next Town Council Meeting is Monday, July 6, 2026
- B.) Pickin' on the Square – June 13, 2026 and June 27, 2026 – 6:00 p.m. on the Gazebo Square
- C.) Town Offices will be closed on Friday, July 3 for Independence Day in accordance with the NC State Holiday Schedule
- D.) Special Independence Day Concert – Friday, July 3, 2026 – 6:00 p.m. on the Gazebo Square – Jason Passmore and Rock Holler
- E.) Main Street July 4th Festivities – Saturday, July 4 from 10:00 a.m. until 2:00 p.m.
- F.) July 4th Fireworks and Festivities – Saturday, July 4 from 4:00 p.m. until 11:00 p.m. at the Macon County Recreation Park – America's 250th Celebration

14. Adjourn



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 4-A 1 - 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 May 4, 2026 Regular Meeting Minutes and the May 18, 2026 Special Called Meeting Minutes.

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

Attachments: Yes No

Action Taken: _____

**MINUTES OF THE TOWN OF FRANKLIN TOWN COUNCIL
REGULAR MEETING
May 4, 2026**

THE FRANKLIN TOWN COUNCIL held a regular meeting on Monday, May 4, 2026, at 6:00 p.m. in the Town Hall Board Room located at 95 East Main Street Franklin, NC.

1. CALL TO ORDER

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

Council Member Joe Collins made a motion, seconded by Council Member Rita Salain to excuse Mayor Stacy Guffey from the May 4, 2026 meeting. The motion carried unanimously. Vote: 6 – 0.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilwoman Rita Salain.

3. ADOPTION OF THE MAY 4, 2026 TOWN COUNCIL AGENDA

Council Member Travis Higdon made a motion, seconded by Council Member Rita Salain to approve the Town Council Agenda for May 4, 2026 as presented. The motion carried unanimously. Vote: 6 – 0.

4. APPROVAL OF THE CONSENT AGENDA FOR MAY 4, 2026

A.) Approval of the Minutes

1. January 13, 2026 Special Called Meeting – Joint Meeting with ABC Board
2. April 6, 2026 Regular Meeting Minutes
3. April 20, 2026 Special Called Meeting Minutes

B.) Budget Amendment

Council Member Robbie Tompa made a motion, seconded by Council Member Travis Higdon to approve the consent agenda for May 4, 2026 meeting as presented. The motion carried unanimously. Vote: 6 – 0.

5. INTRODUCTIONS/RECOGNITIONS/PROCLAMATIONS

- A.) Jason Desjardins-Streets Maintenance Worker -introduction by Chris Waldroop, Streets Supervisor
- B.) Jon Maloney-Utility Maintenance Worker-introduction by Bill Deal, Public Works Director
- C.) Jake Corbin -Equipment Operator -C Distribution certification -presented by Bill Deal, Public Works Director
- D.) Rusty Cortopassi -Utility Maintenance Crew Leader -B Distribution certification -presented by Bill Deal, Public Works Director
- E.) Bill Deal -Public Works Director -A Surface Certification -presented by Amie Owens, Town Manager
- F.) Ryder Cortopassi -Meter Reader -Meter Reader Certification -presented by Sarah Bishop, Finance Director
- G.) Justin Norman -First Sgt Detective -FBI LEEDA Trilogy Certification -presented by Chief

Devin Holland

H.) Municipal Clerk's Week -May 3 -9, 2026 -presented by Vice-Mayor Mike Lewis

I.) National Police Week -Peace Officers Memorial Day-May 15-21, 2026-presented by Vice-Mayor Mike Lewis

J.) Public Works Week -May 17 -23, 2026 -presented by Vice-Mayor Mike Lewis

6. PUBLIC SESSION

No one signed up to speak for public session.

7. ITEMS FROM COUNCIL

Council Member Travis Higdon thanked all participants in the previous Saturday's community cleanup event, giving special recognition to Streets Supervisor Chris Waldroop, Public Works Director Bill Deal, Police Chief Holland for providing blue light presence, and the Franklin High School track team. The event resulted in 72 bags of trash collected, 540 pounds of debris removed by 48 volunteers, including a couch. Council Member Higdon indicated a similar event is planned for October.

Council Member Rita Salain echoed appreciation for the cleanup effort and commented positively on the newly installed flowers in the town roundabouts.

Council Member Robbie Tompa thanked staff for the roundabout plantings and noted encouraging progress from the TDA subcommittee, which has been actively meeting and developing long-term plans in collaboration with downtown merchants.

Council Member Jeff Berry also thanked all volunteers and staff involved in the cleanup event.

Vice-Mayor Lewis expressed pride in the cleanup effort and informally read a birthday proclamation for his four-year-old grandson, Sutton Michael Tallent.

8. CALLS FOR PUBLIC HEARING

- A.) Call for Public Hearing on Monday, June 1, 2026 at 6:08 p.m. or as closely thereafter to gain public input related to a Development Agreement between the Town of Franklin and Duke Energy-Town Attorney John Henning, Jr.

Town Attorney John Henning, Jr. provided an overview of the proposed development agreement with Duke Energy, authorized under Chapter 160D of North Carolina General Statutes. Under the agreement, Duke Energy would receive assurance that current zoning regulations on their property near Siler Road would remain in place, in exchange for granting the Town a pedestrian access easement connecting to the Greenway. Town Attorney Henning noted the Town has no current plans to change those regulations, characterizing the exchange as a favorable arrangement for the Town.

Lisa Leatherman of Duke Energy was present along with colleague David Kepnick and confirmed the agreement pertains solely to development regulation. She remarked on the significance of the Greenway to the community, noting that the Town once held the longest greenway west of Asheville.

Council Member Rita Salain made a motion, seconded by Council Member Travis Higdon to Call for a Public Hearing on Monday, June 1, 2026 at 6:08 p.m. or as closely thereafter to gain public input related to a Development Agreement between the Town of Franklin and Duke Energy, as presented. The motion carried unanimously. Vote: 6 – 0.

- B.) Call for Public Hearing on Monday, June 1, 2026 at 6:05 p.m. or as closely thereafter to gain public input related to a request for rezoning from Residential R-1 to Commercial C-2 for property PIN# 65941443604, located at 503 Dowdle Mountain Road-Town Planner Justin Setser

Town Planner Justin Setser presented a request from Tammy Nelson to rezone a parcel located off Dowdle Mountain Road from R-1 (Residential) to C-2 (Commercial). Town Planner Setser reported that the Planning Board reviewed the request at its last meeting, received comment from one neighboring property owner, took those concerns under advisement, and voted to recommend the rezoning to the Town Council.

Council Member Joe Collins made a motion, seconded by Council Member Robbie Tompa to Call for a Public Hearing on Monday, June 1, 2026 at 6:05 p.m. or as closely thereafter to gain public input related a request for rezoning from Residential R-1 to Commercial C-2 for property located at 503 Dowdle Mountain Road as presented. The motion carried unanimously. Vote: 6 – 0.

9. NEW BUSINESS

- A.) Request appointments to Franklin Planning Board -Town Planner Justin Setser

- Aaron Garrett -Town Representative
- Susie Ledford -Town Representative (incumbent)

Councilman Joe Collins motion, seconded by Council Member Travis Higdon to appoint Aaron Garrett and reappoint Susie Ledford to the Town of Franklin Planning Board as presented. The motion carried unanimously. Vote: 6-0.

- B.) Request from Developer to refund tap fees for cancellation of project-Town Attorney John Henning, Jr. and Town Manager Amie Owens

Town Manager Amie Owens reported that on April 8, 2026, the Town received a request from a developer seeking a refund of tap fees paid for a project on Cunningham Road that was cancelled due to economic constraints, with no infrastructure having been installed. Town Attorney Henning advised the Council that he found no legal obligation for the town to issue a refund, noting that once tap fees are received, funds are typically applied toward materials acquisition, some of which may already have been ordered given the lead times involved.

Council Member Collins expressed the view that the fees should be considered non-refundable absent any prior representation to the contrary, and questioned whether there was a basis to treat this request differently. Council Member Tompa acknowledged the difficulty of the situation but noted the significance of tap fees as a barrier to business entry and expressed interest in how peer municipalities handle similar requests. Town Attorney Henning indicated he is exploring options, including a potential policy allowing a

developer to retain and transfer taps for a defined period of time if they sell the property, thereby recouping value without requiring a cash refund from the town.

Council Member Salain moved to defer the matter to the June meeting to allow Town Attorney Henning and Town Manager Owens additional time to develop policy recommendations.

Council Member Rita Salain made a motion, seconded by Council Member Jeff Berry to take under advisement and defer the tap fee refund request to the June 1, 2026 Town Council meeting. The motion carried unanimously. Vote: 6 – 0.

C.) Request Approval of Bid for Cartoogechaye Creek (Allman Drive) Boardwalk Project-Town Manager Amie Owens

Town Manager Owens presented the bid results for the boardwalk project at Cartoogechaye Creek on town-owned property on Allman Drive, which will serve as an additional connector to the Greenway. Town Manager Owens explained that the project required additional planning time due to its adjacency to a wetland, necessitating a boardwalk design elevated above the wetland rather than a ground-level path. The State approved the submitted plans in February 2026. The Town issued the bid twice, receiving only two responses each time. The lowest responsible, responsive bid of \$207,800 was submitted by Backwoods Bridges LLC, DBA Bridge Builders, a local contractor. Town Manager Owens noted that funding is included in the upcoming fiscal year budget, with construction anticipated to begin July 1, 2026. Town Council approval of the bid was requested, with the formal contract to be brought back for approval at the June meeting. It was also noted that an on-site pond will be drained as part of the project, which the state confirmed will enhance the wetland and mitigate safety risks associated with an open water feature along a public walkway.

Council Member Joe Collins made a motion, seconded by Council Member Robbie Tompa to approve the bid award to Backwoods Bridges LLC, DBA Bridge Builders, in the amount of \$207,800 for the Cartoogechaye Creek Boardwalk Project, as presented. The motion carried unanimously. Vote: 6 – 0.

D.) Quarterly Street Closure Requests-Town Manager Amie Owens

1. Iotla Street-5 p.m. until 9 p.m. for CPR/My House of Prayer -Prayer and Worship Gathering- Sunday, May 31, 2026
2. Iotla Street-5 p.m. until 10 p.m. for Taste of Scotland Society Ceilidh and Rolling Closure from Town Hall to Iotla Street 5 p.m. to 6 p.m. for Parade-Friday, June 19, 2026
3. Main Street -6 a.m. until 10 a.m. for Braveheart SK and Rob Roy Fun Run; other streets as rolling closures to be coordinated with Police and Sheriffs departments-Saturday, June 20, 2026
4. Iotla Street, Phillips Street and Main Street-Varying times -80's Flashback Weekend-Friday, July 31 and Saturday, August 1, 2026
5. Iotla Street-9 a.m. to 4 p.m. for Macon County Art Association Art Festival-Saturday, August 8, 2026
6. Iotla Street-2 p.m. until 8:30 p.m. for the Come Together Festival-Friday, September 25, 2026

Council Member Joe Collins made a motion, seconded by Council Member Jeff Berry to all six (6) Street Closures, as presented. The motion carried unanimously. Vote: 6 – 0.

E.) Request approval of Resolution to Participate in NC Health Insurance Pool (NCHIP)- Town Manager Amie Owens

Town Manager Owens reported that the Town's initial renewal rate from Blue Cross Blue Shield came in at 46.4%, which she attributed in part to the Town's relatively small pool of 77 covered members. Through participation in the North Carolina Health Insurance Pool (NCHIP), a consortium of municipalities and counties with approximately 17,000 covered members, the town was able to negotiate the rate increase down to 22%. Town Manager Owens noted that neighboring jurisdictions including Macon County, Jackson County, and Swain County already participate in the pool. She acknowledged that participation requires changing insurance brokers from the locally used Wayah Insurance to Gallagher, the pool's assigned broker, and that Council approval of a resolution was required to authorize participation. Council members asked clarifying questions about the structure, and Town Manager Owens explained the pool operates on a level-funded basis with a reinsurance carrier backstop, and that favorable claims experience can result in credits returned the following year.

Council Member Robbie made a motion, seconded by Council Member Travis Higdon to approve the Resolution to Participate in the North Carolina Health Insurance Pool (NCHIP), as presented. The motion carried unanimously. Vote: 6 – 0.

F.) Delivery of Proposed FY 2026/2027 Budget and Call for Public Hearing on Monday, June 1, 2025 at 6: 11 p.m. or as closely thereof as possible to allow for public input on the Fiscal Year 2026-2027 Budget-Town Manager Amie Owens

Town Manager Owens announced the delivery of the proposed FY 2026–2027 budget to the Town Council. She noted the budget would be made available on the Town's website upon conclusion of the meeting, with a hard copy available at Town Hall. A budget work session is scheduled for May 18, 2026. A public hearing was requested for June 1, 2026, at 6:11 PM to allow for public input prior to adoption.

Council Member Joe Colins made a motion, seconded by Council Member Rita Salain to Call for a Public Hearing on Monday, June 1, 2026 at 6:11 p.m. or as closely thereafter to allow for public input on the Fiscal Year 2026-2027 Budget, as presented. The motion carried unanimously. Vote: 6 – 0.

10. DEPARTMENTAL UPDATES

A.) Public Works-Bill Deal, Public Works Director

Public Works Director Bill Deal reported that the water loop project on Siler Road is substantially complete, with a final walk-through scheduled for the following day. He also noted the natural gas generator capital project will be placed into service the same week, closing out that capital improvement item. Three fire hydrant replacements on Town Mountain remain on the schedule. He highlighted the proactive installation of 25 fire hydrant adapters on Main Street and Depot Street as part of the fire hydrant CIP, noting the adapters enable a quick quarter-turn connection that can reduce fire department hook-up time to approximately 30 seconds. He also reported that public works crews successfully installed conduit, sewer line, and 300 feet of water line at the Sunnyside playground site in preparation for the upcoming bathroom facility.

B.) Water Treatment-Kyle Pocquette, Water Treatment Plant Supervisor/ORC

Water Treatment Plant Supervisor Kyle Pocquette reported that the water loop on Siler Road is live and in service. Construction on the high service pump building is progressing, with pump cans complete and footer excavation underway. The plant repaired its generator fuel injection pump. He noted that the State issued an extreme drought designation, prompting voluntary water restrictions; usage decreased

by approximately 100,000 gallons. He reassured the Council that current water levels remain well within normal range and expressed appreciation for the public's cooperation.

C.) Wastewater Treatment-Jason Hopkins, Wastewater Treatment Plant Supervisor/ORC

Wastewater Treatment Plant Supervisor Jason Hopkins reported that spring temperature fluctuations present operational challenges for the biological treatment process. He noted the plant has hosted school tours to encourage youth interest in the water/wastewater field, which he described as an aging profession in need of new talent. He announced an open position on the wastewater team and encouraged referrals. In his role as Pretreatment Coordinator, he reported increased activity monitoring grease trap compliance as the number of food trucks and restaurants in town continues to grow. The Town's Pretreatment Annual Report (PAR) has been accepted by the State.

D.) Streets-Chris Waldroop, Streets Supervisor

Streets Supervisor Waldroop reported that the roundabout plantings have been well received by the public and are performing well despite having been installed during a drought. Spring/summer banners have been installed on Main Street, with installation continuing outward from the town center. The gazebo tent on the square was installed in preparation for the opening of Pickin' on the Square on May 9. He provided a detailed update on the Sunnyside playground project, noting that playground surfacing has been completed and the security fence will remain in place to protect the ongoing bathroom construction. Trusses are scheduled to be installed the current week, and drainage work is also underway. In response to a question from Vice-Mayor Lewis about the roundabout plantings, Waldroop explained that the native plant selections — including dwarf Mountain Laurel, sumac, junipers, echinacea, and mountain phlox — were chosen for their mature size and compatibility with the space, and that the planting design reflects mature growth that will take time to fully realize.

11. ANNOUNCEMENTS

- A.) Next Town Council Meeting is Monday, June 1, 2026
- B.) Mayor, Vice Mayor, Councilmen Berry and Higdon and Town Manager attending City Vision 2026 in Raleigh- May 5-7, 2026
- C.) Special Called Meeting – Budget Discussion – Monday, May 18, 2026 at 6:00 p.m. in the Town Hall Board Room – notice will be posted
- D.) Pickin' on the Square- May 9, 2026 and May 23, 2026 – 6: p.m. on the Gazebo Square
- E.) Fallen Officers Memorial Service – Friday, May 15, 2026 at Noon at the Gazebo
- F.) Town Offices will be closed on Monday, May 26, 2026 for Memorial Day in accordance with the NC State Holiday Schedule
- G.) Town Council attending meeting regarding Main Street Transformation Work Shop – Friday, May 29, 2026 at 8:30 a.m. at Twenty -Eight Main Events – notice will be posted.

Town Manager Owens added that public input sessions for the Main Street Transformation project are scheduled for May 28–29, 2026, and encouraged broad public participation. She noted the Mayor would hand-deliver postcards to Main Street businesses, and materials would be available at Town Hall and the library.

Council Member Tompa noted that the Farmers Market, Artisan Market, and downtown merchants have been active on weekends, and encouraged residents to visit.

12. ADJOURNMENT

Council Member Joe Collins made a motion, seconded by Council Member Robbie Tompa to adjourn the meeting at 7:03 p.m. The motion carried unanimously. Vote: 6-0.

Michael Lewis, Vice-Mayor

Nicole Bradley, Town Clerk

**MINUTES OF THE TOWN OF FRANKLIN TOWN COUNCIL
SPECIAL CALLED MEETING
BUDGET WORK SESSION
MAY 18, 2026**

THE FRANKLIN TOWN COUNCIL held a special called meeting on Monday, May, 18, 2026, at 6:00 p.m. in the Town Hall Board Room located at 95 East Main Street Franklin, NC.

1. CALL TO ORDER

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

Prior to proceeding with the agenda, Mayor Guffey drew the Council's attention to a proposed property tax constitutional amendment working its way through the state legislature, which could appear on the ballot in the fall. The amendment, if passed, would limit local governments' ability to levy taxes. Mayor Guffey expressed concern that this would restrict municipalities' ability to fund essential services such as police, roads, sidewalks, and other infrastructure. He noted that, in his view, the appropriate remedy for a tax rate deemed too high is to vote out the officials who set it — not to impose state-level restrictions on local government authority. He indicated the Council may consider passing a resolution in opposition to the amendment and encouraged members to monitor the issue and contact their state legislators in the coming weeks. Council members echoed these concerns, questioning how local governments would be expected to fund their budgets under such constraints.

2. NEW BUSINESS

Request Approval of Change Order #1 for Fire Attack Apparatus Tanker- Justin Setser, Interim Fire Chief
Interim Fire Chief Justin Setser presented Change Order #1 for the Fire Attack Apparatus Tanker previously purchased by the Town. He explained that upon receipt of the final drawings, staff identified several items that were duplicated or unnecessary and were removed, while certain other items were added. The most notable addition was wheel chocks, which had been inadvertently overlooked. The net result of all modifications amounted to a total change order value of \$1,200, ensuring the apparatus will arrive fully equipped and ready for service.

Council Member Joe Collins made a motion, seconded by Vice Mayor Mike Lewis to approve Change Order #1 for Fire Attack Apparatus Tanker, as presented. The motion carried unanimously. Vote: 6-0.

3. BUDGET DISCUSSION – TOWN COUNCIL AND STAFF

Town Manager Amie Owens led Town Council through a series of capital project proposals and budget considerations, building upon discussions from the previous budget work session.

Paving and Infrastructure Projects

Town Manager Owens presented a refined breakdown of proposed paving and infrastructure expenditures, replacing the conceptual \$1,000,000 estimate discussed at the prior session. She noted

that the Town's primary funding source for paving and related improvements — Powell Bill — yields only approximately \$140,000 annually from the state, with roughly \$53,000 remaining after equipment costs in the projected FY 2026-2027 budget. The balance of funding would be drawn from excess general fund balance, consistent with the Town's fund balance policy.

The proposed projects and their estimated costs were as follows:

1. **Resurfacing of parking lots at the Police and Fire Departments**, including an extension of the fire department lot to allow trucks to access Maple Street more efficiently, and a connecting sidewalk to improve pedestrian connectivity to West Palmer. Estimated project cost is \$165,000.
2. **Sidewalk addition and corner modification at Women's History Park**, along with converting Big Fair Lane to one-way traffic to create additional parking. DOT approval for these plans was granted the prior year. This project is estimated at \$62,000. Town Manager Owens also noted that insurance proceeds for a separate repair at that location were received, and that the related bollard and paver restoration work is expected to be completed before June 30th, with formal action to receive and reallocate those funds planned for the June 1st regular meeting.
3. **Expanded parking and connecting sidewalk at Sunnyside Park** — 65 spaces (reduced from an originally planned 68) to support the inclusive play area, restrooms, and potential future events such as outdoor concerts. This project, including necessary curbing and drainage work, is estimated at \$240,000.
4. **Resurfacing of VanRaalt, Hillside and Cherry Street** — coordinated with a planned waterline project in the same area, estimated at \$165,000.
5. **Resurfacing and striping of two public parking areas on Palmer Street and the lower Town Hall parking area**, estimated at \$185,000.

The total for all paving and infrastructure projects is \$817,000, which Town Manager Owens noted is close to the original conceptual estimate of \$1,000,000. She emphasized that the projects collectively benefit the east, west, and central portions of town. Finance Director Sarah Bishop confirmed that after these expenditures, approximately \$1,000,000 in excess fund balance would still remain to be spent down in accordance with the Town's fund balance policy, noting that figure will be updated following the audit.

Town Manager Owens also noted that a pavement condition survey by a third-party firm has been included in the Streets Department budget, which will assess all town-owned streets and support the development of a five-year Capital Improvement Plan (CIP) for street maintenance.

Holiday Décor Replacement

Town Manager Owens presented a proposal to replace the Town's 48 existing pole-mounted snowflakes with new LED-style units featuring fully encased rope lighting. She noted the current snowflakes were purchased used from another municipality and have reached the end of their practical service life. The new LED units carry a minimum 10-year lifespan, require no bulb replacement, are physically lighter, and will reduce energy costs. Staff time currently spent on bulb maintenance each season was also cited as a factor. The existing snowflakes could continue to be used in the roundabouts, on the gazebo square, and in other areas as the Town expands seasonal décor coverage.

Town Council reached consensus to include both the paving and infrastructure projects and the holiday décor replacement in the proposed budget as fund balance appropriations, to be formally approved as part of the budget at the June 1st regular meeting.

Council Member Robbie Tompa revisited the concept of establishing a revolving loan fund for economic development, which had been discussed during the Town Council Retreat. Council Member Joe Collins expressed reservations about the administrative and legal complexity of managing such a fund at the Town's scale, noting the volume of legal work involved regardless of loan size. Vice Mayor Mike Lewis acknowledged those concerns but urged Town Council not to abandon the concept, suggesting the current fiscal year be used to complete research. Town Manager Owens confirmed that \$60,000 for economic development incentives is included in the current proposed budget, and noted that a mid-year budget amendment using fund balance remains an option if the administrative framework is established sooner than expected.

Council Member Collins also noted that the potential state privatization of ABC stores introduces uncertainty and recommends not investing heavily in a new ABC store location at this time.

Town Manager Owens confirmed the next steps: the budget will be revised to reflect Council direction, a bound copy will be distributed at the June 1st regular meeting, and a formal budget presentation will precede the public hearing at that meeting. Town Council will then have the option to adopt the budget or schedule an additional work session.

Council Member Rita Salain raised the suggestion of posting signage at paving project sites to inform the public that the work is being performed by the Town of Franklin, noting that residents often cannot distinguish between town, county, and state road projects. Mayor Guffey and others agreed this would be a worthwhile public communication effort, and Town Manager Owens noted that press releases are typically issued in advance of paving work but that physical signage could add further visibility.

ADJOURN

Council Member Joe Collins made a motion, seconded by Council Member Travis Higdon to adjourn the meeting at 7:48 p.m. The motion carried unanimously. Vote: 5-0.

Stacy J. Guffey, Mayor

Nicole Bradley, Town Clerk



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 4-B

Department/Agency: Finance

Subject Matter: Budget Amendment

Department Head's Comments/Recommendation: Recommend Approval.

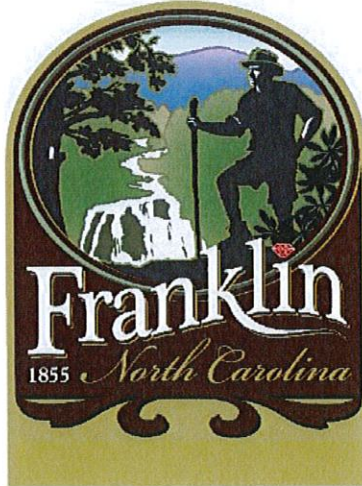
Town Manager's Comments/Recommendation: Recommend Approval.

- Appropriate funds from Insurance Settlement \$ 12,627.25 to Capital Outlay - Recreation for repairs to Women's History Park.

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

Attachments: Yes No

Action Taken: _____



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 4-C

Department/Agency: Tax Collection

Subject Matter: Tax Releases and Refunds

Department Head's Comments/Recommendation: Request approval

Town Manager's Comments/Recommendation: Recommend Approval

There were three (3) tax releases for the month:

- Redbox-116972 - \$111.55 – services ceased per Macon County.
- Kenneth Ray Fleener - \$47.51 – business under new ownership December 2024.
- First Citizens Bank (Business Leasing Department) - \$65.31 – closed in 2021.

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

Attachments: Yes No

Action Taken: _____

May 2026 Releases

- Redbox-116972- in the amount of \$111.55. Per Macon County services ceased.
- Kenneth Ray Fleener-The Net Seafood Eatery- 301816- in the amount of \$47.51. Per Macon County sold business in December 2024.
- First Citizen Bank (Business Leasing Dep)- 204394- in the amount of \$65.31. Per Macon County they closed in 2021.

Thank you,



Sabrina Scruggs

Tax Collector



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 5-A

Department/Agency: Fire Department

Subject Matter: Introductions of New Fire Chief

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

A.) New Fire Chief Justin Setser introduction by Town Manager Amie Owens

Suggested Motion: N/A

Attachments: Yes No

Action Taken: _____



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 7-A

Department/Agency: Town Council

Subject Matter: Items from Council

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

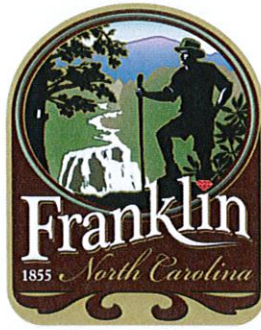
A.) Resolution Encouraging Collaborative Engagement Regarding Healthcare Services in Western North Carolina – Mayor Stacy Guffey

B.) Resolution Recognizing the 25th Anniversary of the Roadless Area Conservation Rule – Mayor Stacy Guffey

Suggested Motion: Await Council Direction

Attachments: Yes No

Action Taken: _____



Town of Franklin

Resolution Encouraging Collaborative Engagement Regarding Healthcare Services in Western North Carolina

WHEREAS, Mission Health, including Mission Hospital in Buncombe County and its regional hospitals in Transylvania, Macon, Jackson, Mitchell, and McDowell Counties, serves a critical role in providing healthcare services to the residents of Western North Carolina; and

WHEREAS, Mission Hospital serves as the only Level I trauma center in Western North Carolina and provides specialized and tertiary care services for the region; and

WHEREAS, Angel Medical Center in Macon County serves as an important entry point for healthcare services in the far western region of North Carolina, and many patients requiring advanced, specialized, or trauma care are ultimately transferred to Mission Hospital and the broader Mission Health system for treatment; and

WHEREAS, access to reliable and high-quality healthcare services is essential to the public health, safety, economic stability, and overall well-being of the communities and local governments of Western North Carolina; and

WHEREAS, local governments, healthcare professionals, patients, and community stakeholders throughout the region have expressed concerns regarding healthcare access, staffing levels, patient care capacity, service availability, and operational challenges within the Mission Health system; and

WHEREAS, Mission Health facilities have been the subject of federal and state regulatory reviews in recent years, resulting in concerns that have received significant public attention; and

WHEREAS, healthcare systems across North Carolina and the nation continue to face substantial workforce shortages, financial pressures, and operational challenges that impact the delivery of care, particularly in rural communities; and

WHEREAS, strong communication, transparency, and collaboration between healthcare providers, local governments, healthcare professionals, and community stakeholders are important to maintaining public trust and ensuring the long-term stability of regional healthcare services; and

WHEREAS, the communities of Western North Carolina value the important role healthcare workers, physicians, nurses, emergency personnel, and hospital staff play in caring for residents across the region;

NOW, THEREFORE, BE IT RESOLVED that the Town of Franklin respectfully encourages the leadership of HCA Healthcare and Mission Health, including Sam Hazen, CEO of HCA Healthcare, to engage directly with local governments, healthcare professionals, community organizations, and regional stakeholders to discuss how to address and correct deficiencies, and make improvements, that will strengthen healthcare services throughout Western North Carolina; and

BE IT FURTHER RESOLVED that the Town of Franklin supports continued dialogue and collaborative efforts focused on improving healthcare access, strengthening the healthcare workforce, enhancing patient care capacity, and maintaining high-quality regional healthcare services for the residents of Western North Carolina.

Adopted this 1st day of June, 2026.

TOWN OF FRANKLIN

ATTEST:

Stacy J. Guffey
Mayor

Nicole Bradley, Town Clerk



**TOWN OF FRANKLIN
RESOLUTION RECOGNIZING THE 25TH ANNIVERSARY
OF THE ROADLESS AREA CONSERVATION RULE**

Recognizing the 25th anniversary of the Roadless Area Conservation Rule, recognizing the U.S. Forest Service for its responsible and efficient management of North Carolina's roadless areas for the benefit of all North Carolinians, especially citizens of Franklin, and urging the agency to retain the Roadless rule, and for other purposes.

WHEREAS, since 2001, the federal Roadless Area Conservation Rule ("Roadless Rule"), promulgated by the U.S. Department of Agriculture, has protected nearly 45 million acres of America's wildest public lands from roadbuilding and development; and

WHEREAS, the Roadless Rule is one of America's most important bipartisan conservation achievements and the result of record-breaking public support; and

WHEREAS, over 152,000 acres of the Nantahala-Pisgah National Forest's 1 million+ acres, including 8,170 acres in Macon in county, have been designated as roadless areas; and

WHEREAS, Western North Carolina's roadless areas provide irreplaceable benefits, including clean drinking water to local and downstream communities, crystal clear trout streams, support for local economies that depend on outdoor recreation and tourism dollars, iconic hiking trails, and habitat for wildlife; and

WHEREAS, North Carolina's roadless areas contain headwaters for several important watersheds, contributing to the drinking water for over 2 million North Carolinians; and

WHEREAS, more than \$2.5 billion dollars in revenue is generated by recreational activities, such as backcountry hunting and angling—including \$1.38 billion from trout fishing alone—that depend on North Carolina's roadless areas, supporting nearly 13,000 jobs; and

WHEREAS, in Western North Carolina, in particular, the Nantahala-Pisgah's notable climbing routes, whitewater paddling runs, and mountain bike trails bring \$83.3 million in visitor spending and \$31.7 million in resident spending to the region every year, supporting 1,018 full-time jobs, including dozens of local businesses.

WHEREAS, North Carolina's roadless areas, including Overflow Creek, Wesser Bald, and Barker's Creek are a haven for wildlife such as black bear, deer, wild turkey, grouse, and hundreds of bird species, as well as 25 endangered and threatened species and several sensitive species such as the eastern hellbender and the brook trout; and

WHEREAS, U.S. Forest Service data show that most wildfires start within 50 yards of a road, and the Roadless Rule thus provides a critical safeguard against wildfire; and

WHEREAS, the Roadless Rule allows road construction and reconstruction in roadless areas when needed to protect public health and safety in cases of an imminent threat of flood, fire, or other catastrophic event; and

WHEREAS, the Roadless Rule allows the U.S. Forest Service to reduce wildfire fuel hazards through restoration projects in roadless areas; and

WHEREAS, the U.S. Forest Service has managed roadless areas in the Nantahala-Pisgah National Forest responsibly and efficiently, to the benefit of all North Carolinians, and especially citizens of Franklin; and

WHEREAS, the U.S. Forest Service now proposes to rescind the Roadless Rule, placing 143,972 acres of roadless areas in North Carolina at risk.

NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN TOWN COUNCIL that the members of this body recognize and celebrate the 25th anniversary of the Roadless Area Conservation Rule and acknowledge the importance of the rule's continued application in Western North Carolina; and

BE IT FURTHER RESOLVED that the members of this body commend the U.S. Forest Service for its effective management of roadless areas in North Carolina pursuant to the Roadless Rule; and

BE IT FURTHER RESOLVED that the Franklin Town Council is authorized and directed to make appropriate copies of this resolution available for distribution to the U.S. Forest Service, the public, and the press.

Adopted this 1st Day of June, 2026.

TOWN OF FRANKLIN

ATTEST:

Stacy J. Guffey
Mayor

Nicole Bradley, Town Clerk



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 8-A

Department/Agency: Town Attorney/Town Council

Subject Matter: Call for Public Hearing to gain public input related to an Ordinance Establishing a Temporary Moratorium on New Data Center Development within the Town of Franklin's Planning Jurisdiction

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: N/A

Several North Carolina counties and municipalities have imposed temporary moratoriums on data center construction to address environmental, utility, and community concerns. Across North Carolina, local governments are increasingly pausing new data center projects due to concerns about water usage, electricity demand, noise, and land use compatibility.

Suggested Motion: If favorable, Call for Public Hearing on Monday, July 6, 2026 at 6:05 p.m. or as closely thereafter to gain public input related to an Ordinance Establishing a Temporary Moratorium on New Data Center Development within the Town of Franklin's Planning Jurisdiction.

Attachments: Yes No

Action Taken: _____

Ordinance No. 2026-002
AN ORDINANCE
ESTABLISHING A TEMPORARY DEVELOPMENT MORATORIUM ON NEW
DATA CENTER DEVELOPMENT WITHIN THE TOWN OF FRANKLIN'S
PLANNING JURISDICTION

WHEREAS, Chapter 160D of the North Carolina General Statutes and other Acts of the State Legislature of the State of North Carolina empower and authorize the Town Council as Legislative Body of this Town to adopt ordinances, and to revise, amend, augment, recodify and restate, and enforce ordinances adopted pursuant to that authority;

WHEREAS, pursuant to N.C. Gen. Stat. § 160D-107, the Town Council may adopt temporary development moratoria when reasonably necessary to address issues related to development approvals;

WHEREAS, a public hearing prior to adoption of this ordinance has been duly advertised and held in compliance the Chapter 160D;

WHEREAS, the Town Council finds that the increasing scale and intensity of modern data center development may create substantial impacts related to electrical infrastructure demand, water consumption, stormwater management, land use compatibility, emergency services capacity, environmental impacts, noise, light pollution, and transportation infrastructure;

WHEREAS, the Town's adopted Unified Development Ordinance (UDO) as currently adopted lacks sufficient definition of data center use to ensure preservation of the health, safety, and welfare of citizens living within the Town's planning jurisdiction, given the intensive potential impacts of data center use;

WHEREAS, the Town Council finds that failure to temporarily pause the acceptance and processing of development applications for data centers during this review period could result in development inconsistent with the public health, safety, and welfare and inconsistent with the Town's adopted planning objectives;

WHEREAS, the Town Council has considered alternatives to a moratorium, including immediate piecemeal text amendments and case-by-case review, and finds those alternatives inadequate because the Town requires sufficient time to conduct technical analysis, infrastructure coordination, and public engagement prior to adopting permanent regulations; and

WHEREAS, the Town Council finds that the duration of the moratorium established herein is reasonable and no longer than necessary to complete the regulatory review process contemplated by this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council for the Town of Franklin as follows:

Section 1. This Ordinance is adopted pursuant to the authority granted by N.C. Gen. Stat. §§ 160D-107, -701, and related provisions of Chapter 160D of the North Carolina General Statutes.

Section 2. For purposes of the moratorium hereby adopted, the term “data center” shall mean “an establishment engaged in the storage, management, processing, and/or transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations, including the operation of a server farm and/or cryptocurrency mining.” The Town’s zoning officials are directed, during the term of the moratorium and extension thereof, to apply this definition liberally, such that it applies to applications for uses substantially similar in scope and/or impact on neighboring properties.

Section 3. Except as amended herein, Chapter 152 of the Code of Ordinances shall remain in full force and effect as written.

Section 4. The purpose of this Ordinance is to temporarily suspend the acceptance, processing, and approval of development applications for new data center developments within the Town of Franklin and its planning jurisdiction, in order to allow the Town sufficient time to:

1. Evaluate the impacts of data center development on public infrastructure and municipal services;
2. Review utility capacity, including electrical and water infrastructure;
3. Develop appropriate zoning, buffering, landscaping, noise, lighting, and operational standards;
4. Evaluate environmental and stormwater impacts;
5. Consider amendments to the Town’s UDO and Comprehensive Plan; and
6. Protect the public health, safety, and welfare pending completion of such review.

Section 5. A temporary moratorium is hereby imposed on the acceptance, processing, review, approval, and issuance of any of the following development approvals related to data center development within the Town of Woodfin:

1. Rezoning applications;
2. Conditional zoning applications;
3. Special use permits;
4. Site plan approvals;
5. Subdivision approvals;
6. Building permits;
7. Land disturbance permits; and
8. Any other development approval required under the Town’s UDO and any other applicable ordinances and/or regulations.

Section 6. The moratorium imposed by this Ordinance shall apply to all property located within the Town's planning jurisdiction, including the corporate limits of the Town of Franklin and its Extraterritorial Jurisdiction.

Section 7. Consistent with N.C.G.S.160D-107(c), this moratorium shall not apply to any complete land development applications currently in review; nothing herein shall impair vested rights established pursuant to North Carolina law.

Section 8. The Town Council hereby makes the following findings and statements:

- A. **Problems or Conditions Necessitating the Moratorium.** The Town currently lacks adequate development standards specifically addressing the unique infrastructure, environmental, land use, and operational impacts associated with data center development.
- B. **Development Approvals Subject to the Moratorium.** The moratorium applies to all local development approvals required for the establishment or expansion of data center facilities. Temporarily suspending such approvals will allow the Town sufficient time to develop regulations tailored to the impacts of such uses.
- C. **Duration of Moratorium.** This moratorium shall remain in effect for a period of twelve (12) months from the effective date of this Ordinance unless repealed earlier by the Town Council. The Town Council finds this duration reasonably necessary to complete the studies, public engagement, and ordinance amendments contemplated herein.
- D. **Actions Proposed During Moratorium.** During the moratorium period, the Town shall undertake the following actions:
 - (1) Review existing Comprehensive Plan and UDO Ordinance provisions;
 - (2) Evaluate infrastructure and utility capacity impacts;
 - (3) Consult with utility providers, engineers, planners, and legal counsel;
 - (4) Conduct public meetings and stakeholder engagement;
 - (5) Prepare and consider draft ordinance amendments regulating data center development; and
 - (6) Consider amendments to the Comprehensive Plan, the UDO, and related land use policies.

Section 9. The moratorium imposed by this Ordinance shall become effective upon its adoption, this 6th day of July, 2026, and shall expire automatically twelve (12) months thereafter unless terminated earlier or extended as permitted by N.C. Gen. Stat. § 160D-107 or other applicable law.

Section 10. If any provisions of this Ordinance are for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, independent provision and such holding shall not affect the validity of any other provision thereof, and to that end, the provisions of this Ordinance are hereby declared to be severable.

Section 11. This ordinance shall be deemed published as of the day of its adoption and approval by the Town Legislative Body and the Clerk of the Town of Franklin is hereby authorized and ordered to file a copy of said ordinance in the Office of the Town Clerk. Said ordinance shall be presumptive evidence in all courts and places of the ordinances and all provisions, sections, penalties and regulations therein contained and of the date of passage, and that the same is properly signed, attested recorded and approved and that any public hearings and notices thereof as required by law have been given.

ADOPTED: This 6th day of July, 2026, upon motion by Council Member _____, seconded by Council Member _____, and having been approved by a vote of ___ in favor and ___ against.

ATTEST:

TOWN OF FRANKLIN

Nicole Bradley, Clerk

Stacy J. Guffey, Mayor



Agenda Item – Town Council

Meeting Date: June 1 2026

Agenda Item #: 9-A

Department/Agency: Town Council

Subject Matter: Public Hearing to gain public input on request for rezoning from Residential R-1 to Commercial C-2 for property PIN# 65941443604, located at 503 Dowdle Mountain Road

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: Recommend approval.

The Town Council referred the request for rezoning to the Planning Board for review. The Planning Board reviewed the request at their April 20, 2026 meeting. The Planning Board voted unanimously to recommend approval of the rezoning from Residential R-1 to Commercial C-2 due to the fact that the property has been used for commercial activity and is bordered by C-2 properties.

Request is to call for a public hearing to gain public input related to a request for rezoning from Residential R-1 to Commercial C-2 for property PIN# 65941443604, located at 503 Dowdle Mountain Road

Notice of Public Hearing was published on May 20 and May 27, 2026 in the Franklin Press. Notices were mailed to adjoining property owners and signage posted on site. Public Hearing notice was also posted on the Town's website.

Suggested Motion: If favorable –Approve rezoning from Residential R-1 to Commercial C-2 for property PIN# 65941443604, located at 503 Dowdle Mountain Road, as presented.

Attachments: Yes No

Action Taken: _____



Town of Franklin

Petition for Rezoning

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

Name of Applicant Tammy Nelson

Address of Applicant 130 Hillview Dr

Owner of Property Tammy Nelson

Location of Property 503 Dowdle Mt Rd Size of Property 13.66

Parcel Number 6594429863 Tax Map Number 65941443604 in Town in ETJ

Current Zoning Designation: Residential

Current Use Residential & Vacant Lot Change in Use Commercial Commercial Only C-2

Current Development on all Adjoining Lots:

North Commercial - C2/R1

South Residential - R1

East Commercial - C2

West Residential - R1

Site served by Municipal Water Yes No Nearby.

Site served by Municipal Sewer Yes No Nearby.

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.

Tammy Nelson
Signature of Applicant

3/20/26
Date

OFFICE USE ONLY

On 4/20/26 the Planning Board recommended that this petition be Approved Denied

Janet J. Greene
Chairman

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

Mayor

Attest: _____
Clerk

Legend

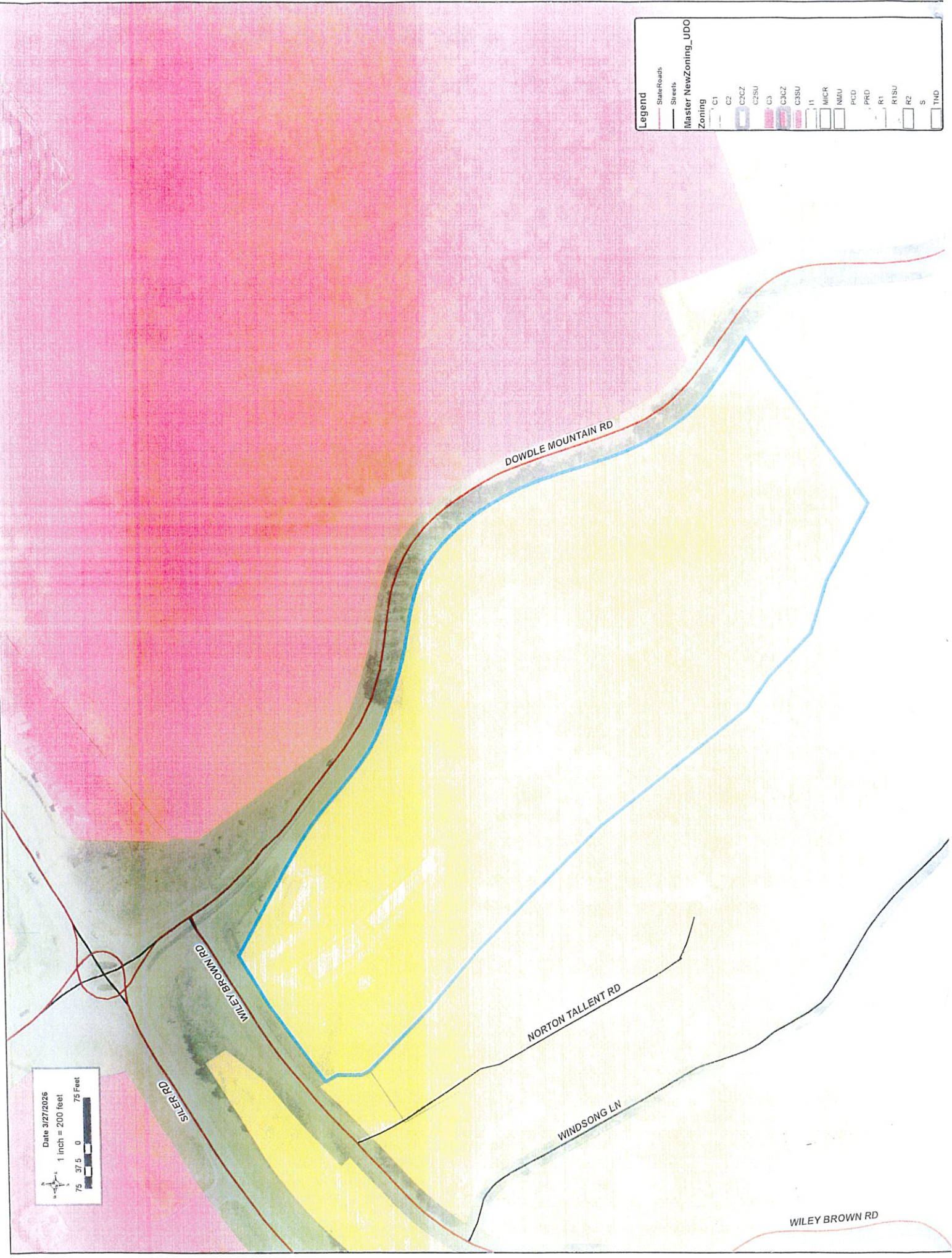
State Roads
 Streets

Master New Zoning_UDO

Zoning

C1	C2	C3	C3CZ	C3SU	I1	MICR	NMLU	PCD	PRD	R1	R2	R2SU	S	TND
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Date 3/27/2026
 1 inch = 200 feet



Date 3/27/2026
 1 inch = 210.75 feet

DODDLE MOUNTAIN RD

SILVER RD

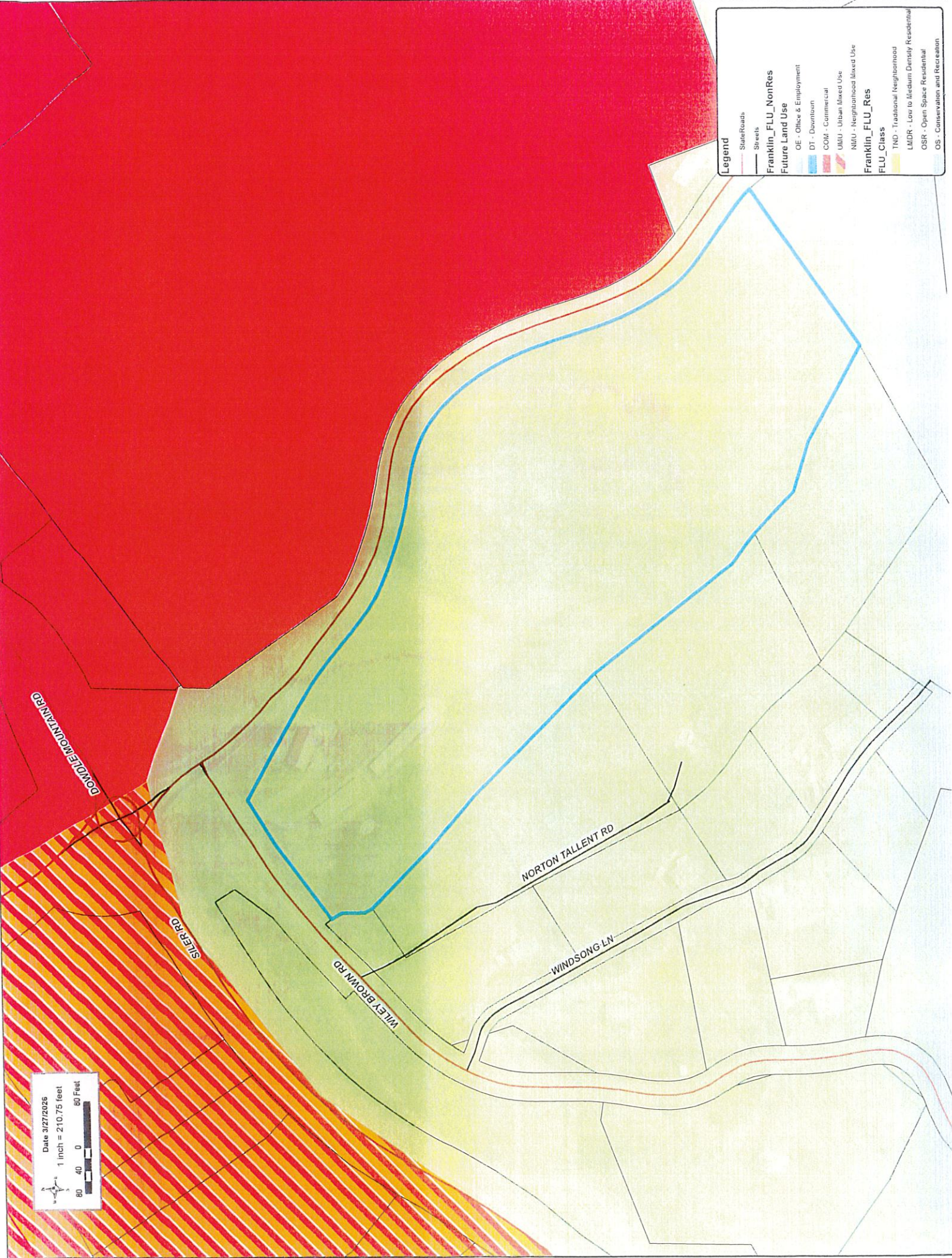
WILEY BROWN RD

NORTON TALLENT RD

WINDSONG LN

Legend

- State Roads
- Streets
- Franklin_FLU_NonRes
- Future Land Use
- OE - Office & Employment
- DT - Downtown
- COM - Commercial
- UMU - Urban Mixed Use
- NMU - Neighborhood Mixed Use
- Franklin_FLU_Res
- FLU_Class
- TNO - Traditional Neighborhood
- LMDR - Low to Medium Density Residential
- OSR - Open Space Residential
- OS - Conservation and Recreation



**TOWN OF FRANKLIN, NORTH CAROLINA
PETITION FOR REZONING
STAFF REPORT**

Applicant:	Tammy Nelson	Application Date:	3/20/26
Owner:	The Estate of Alexander Grant		
Location:	503 Dowdle Mtn Rd	Map Attached:	Yes
Parcel No.:	See Attached List	Town or ETJ	ETJ
Request:	To rezone parcel from R-1 to C-2		

SITE INFORMATION	
Maximum Developable Units	Multiple
Existing land Use	Office Building and storage units
Acreage	13.66 acres of all parcels
Physical Characteristics	Rolling Hills, wooded and open land
Overlay District	N/A
Other	N/A

SURROUNDING ZONING AND LAND USE		
Location	Existing Use	Existing Zoning
North	See Staff Comments	See Staff Comments
South		
East		
West		

PLANNING	
Open Space Requirements	10%
Parks and Greenways	N/A
Site Access	Dowdle Mtn RD
Detention	N/A
Floodplain	No
Stream Setbacks	20 Feet
Other	none

ENGINEERING	
Environmental Considerations	Stown Water Runoof if developed
Utilities (Water & Sewer)	Water & Sewer is near the site.
Traffic Impact Analysis	If major developments are ever applied for.
Other	

STAFF COMMENTS

The applicants are requesting to have their property rezoned from R-1 to C-2. The property is bordered by C-2 to the West and North and R-1 to the east and south. Access to the property is currently off of Dowdle Mtn Rd. But the property does border The majority of the parcel is wooded with a little open land currently. The property is listed as open space residential in the comprehensive plan. But is does border commercial properties to the north and west in the comprehensive plan. There is an attached map of the comp plan future land use map of the area. This parcel is currently located in the ETJ. Water and sewer access is bottom of the hill of the property at the round-about. A storage unit business has been active on the site for over 20 years.

STAFF RECOMMENDATION

For planning board to review the application and to ask questions to the applicant. Then to decide to recommend rezoning or to deny the request to the Town Council.

ZONING REVIEW HISTORY

Meeting	Date	Recommendation	Action
Town Board Meeting	4/6/2026	To forward onto Planning board	Tb voted to forward to planning board
Town Planning Board	4/20/2026	To review and make recommendation to TC.	Planning board voted to recommend the change
Town Board Meeting	5/4/2026	Set hearing	Hearing set for 6/1/26
Town Board Meeting	6/1/2026	Public Hearing	


Land Use Administrator

5/14/26
Date

Planning Board Recommendations

503 Dowdle Mtn Rd Rezoning

April 20, 2026

Findings

- Applicant- Tammy Nelson
- Original application was submitted on March 20, 2026.
- Applicant is petitioning to rezone 1 parcel from R-1 to C-2 of the Town of Franklin UDO.
- This 1 parcel is non-conforming to the current R-1 district.
- This parcel will meet all minimum requirements under sections 152.026 C-2.

Recommendation Considerations:

152.163 (A)

1. The proposal will place all property similarly situated in the area in the same, category, or in appropriate complementary categories. **The board noted that C-2 zoning exists across the road and commercial development characterizes the area, making this finding partially satisfied.**
2. There is convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest and not merely in the interest of an individual or small group. **The board determined this was satisfied since the rezoning was not for any particular individual benefit.**
3. There is convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. **The board found this clearly satisfied due to surrounding commercial development.**
4. There is convincing demonstration that the character of any neighborhood will not be materially and adversely affected by any use permitted in the proposed change. **The board recommended buffers and setbacks.**
5. The proposed change is in accord with the Comprehensive Land Use Plan, sound planning principles and any applicable small area plan. **The board noted that this rezoning was not in the current Comprehensive Land Use Plan, but sound planning principles do apply.**

Recommendation: To approve the rezoning as requested by the applicant.

To: Town Council
From: Planning Board
Date: April 20, 2026
Subject: Rezoning Consistency Worksheet
Description: 503 Dowdle Mtn RD Rezoning R-1 to C-2.

The Planning Board hereby adopts and recommends to the Governing Board the following statement(s):

- The zoning amendment is approved and is consistent with the Town's comprehensive land use plan because: **The area is commercial, the FLU map will need to be amended.**
- The zoning amendment is reasonable and in the public interest because: **It is reasonable because the area is surrounded by commercial developments.**
- The zoning amendment is rejected because it is inconsistent with the Town's comprehensive land plan and/or is not reasonable and in the public interest¹ because **N/A** _____

- In addition to approving this zoning amendment, this approval is also deemed an amendment to the Town's comprehensive land use plan.² The change in conditions taken into account in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: **It is reasonable because the area is surrounded by commercial developments. The map will be amended if approved.**

Planning Board Member Harris made a motion, seconded by Jones.

The motion to approved as presented.

Janet J. Greene
Planning Board Chair,

Nicole Bradley
Clerk

Date 5/18/26

¹ Per G.S. §160D-605(b) the "statement of reasonableness may consider, among other factors: (i) the size, physical conditions, and other attributes of any area proposed to be rezoned; (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community; (iii) the relationship between the current actual and permissible development and the development permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment."

² This circumstance only occurs when the Planning Board finds that the proposed rezoning is *inconsistent* with the comprehensive land use plan, but should be approved anyway. By the terms of the new statute, if the Town Council approves the change it will operate as an amendment to the comprehensive land use plan.

TOWN OF FRANKLIN
TOWN COUNCIL
ZONING CONSISTENCY STATEMENT

June 1, 2026

Map Amendment: Rezoning of 13.66 Acres at 503 Dowdle Mtn RD from R-1 to C-2.

Per N.C.G.S. §160D-604 (D), all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the Town Council within 30 days of referral of the amendment to the Planning Board, or the Town Council may proceed in its consideration of the amendment without the Planning Board report.

Furthermore, in no case is the Town Council bound by the recommendations, if any, of the Planning Board. The aforementioned report was provided to the Town Council on June 1, 2026 (Attached in packet).

Per N.C.G.S. §160D-605, zoning regulations shall be made in accordance with a comprehensive plan. Then adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive plan and any other officially adopted plan that is applicable, and briefly explaining why the board considers the action taken to be reasonable and in the public interest.

TOWN COUNCIL ZONING CONSISTENCY STATEMENT

The adopted Comprehensive Land Use Plan is to be considered for consistency with growth and development policies for the Town of Franklin. The Town of Franklins finds that the proposed map amendment is consistent with the adopted plan. The Town of Franklin Town Council finds this map amendment to be reasonable and in the public interest.

Approved and adopted by the Town Council for the Town of Franklin, at its regular meeting this the 1st day of June, 2026.

ATTEST:

Nicole Bradley, Town Clerk

TOWN OF FRANKLIN

By: _____
Stacy Guffey, Mayor



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 9-B

Department/Agency: Town Attorney/Town Council

Subject Matter: Public Hearing to gain public input on a Development Agreement between the Town of Franklin and Duke Energy

Department Head's Comments/Recommendation: N/A

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

Duke Energy wishes to develop an electric substation and related electrical facilities on a 9.06 acre property on Siler Road. The Town of Franklin wishes to extend the Little Tennessee Greenway across said property to connect to Siler Road.

Notice of Public Hearing was published on May 20 and May 27, 2026 in the Franklin Press. Notices were mailed to adjoining property owners and signage was posted on site. Public Notice was also posted on the Town's website.

Suggested Motion: If favorable –Approve the Development Agreement between the Town of Franklin and Duke Energy, as presented.

Attachments: Yes No

Action Taken: _____

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF MACON

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between the **TOWN OF FRANKLIN**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **DUKE ENERGY CAROLINAS, LLC** a North Carolina limited liability company, its successors and/or assigns, hereafter referred to as the “Developer.” Town and Developer are sometimes individually referred to herein as a “Party” and, collectively, as the “Parties.”

WITNESSETH

WHEREAS, Developer is the owner of an approximately 9.06-acre parcel of property with Macon County Parcel ID# 6594-33-3030 (the “Property”), which is currently zoned R- 1 (“Property Zoning”); and

WHEREAS, the Town desires to extend the existing Little Tennessee River greenway on the east side of the Little Tennessee River and across the Property; and

WHEREAS, Developer desires to develop an electric substation and related electrical facilities, with expansion capabilities, consistent with the Chapter 152 of the Town of Franklin Code of Ordinances on the Property and in accordance with the terms, conditions, and provisions of this Agreement (the “Substation”); and

WHEREAS, the Substation will eventually be needed to serve the existing and planned load growth in the area and to increase the reliability and resiliency of electric service; and

WHEREAS, after careful review and deliberation, the Town Council of the Town of Franklin (“Town Council”) finds forming a development agreement as permitted by Article 10 of Chapter 160D of the North Carolina General Statutes is appropriate and is in the best interests of the Town and its citizens; and

WHEREAS, pursuant to N.C.G.S. § 160D-1005, on _____, ____, 2026 the Town Council conducted a public hearing on this Agreement, closed the public hearing, approved this Agreement and authorized the Town’s execution of the same; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the benefits that will accrue to the Parties from the potential greenway easement and development of the Substation, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to

this Agreement, intending it to be binding and effective and relate back to the Effective Date after execution by the last of the Parties to sign.

1. Recitals. The foregoing recitals shall constitute an integral part of this Agreement, and this Agreement shall be construed in light thereof.

2. Term. The term of this Agreement shall commence upon the Effective Date and it shall expire fifteen (15) years thereafter ("Term") unless sooner terminated by mutual consent of the Town and Developer. The Parties are not precluded from entering into subsequent agreements that may extend the original term.

3. Greenway Easement. In consideration for this Agreement and upon the Town's written request to begin negotiations, Developer agrees to cooperate with the Town to effectuate the Town's acquisition of a greenway easement for pedestrian ingress & egress across the Property over the location generally shown on Exhibit A. The final definitive terms and conditions of the greenway easement negotiated by the Town and Developer shall be subject to the following:

a. The Town, at its sole expense and after consultation with the Developer, shall provide a survey and metes and bounds legal description of the proposed location and width of the greenway easement area for Developer's review and approval; provided that, Developer's approval of the proposed location and width of the greenway easement may be granted, conditioned, or denied in Developer's sole discretion. If Developer denies the proposed location and width of the greenway easement, Developer shall cooperate with the Town to determine a mutually agreeable location and width of the greenway easement. Developer agrees to provide any applicable survey data of the Property it has (if any) to assist the Town in the production of the survey and metes and bounds legal description.

b. The Town shall be responsible for the construction and maintenance of the greenway and shall do so at its own expense.

c. The Parties shall use Developer's standard greenway easement form, which shall include any terms or provisions provided by Developer's Asset Protection Department (or nearest equivalent department if such department is discontinued) necessary to protect Developer's transmission lines, proposed Substation, and/or other equipment on the Property.

d. Subject to approval from Developer's Asset Protection Department (or nearest equivalent department if such department is discontinued), the terms of the easement shall include provisions allowing: (1) vehicular access of the greenway easement by the Town and Developer for the limited purposes of construction, installation, repair, removal, renovation, and maintenance of the Little Tennessee Greenway and Developer's equipment and facilities on the Property; and (2) the Town's installation of one or more bollards upon the greenway easement at the Town's sole expense.

4. Substation Development.

a. Developer shall have the right to develop the Substation on the Property in accordance with the terms of this Agreement and the terms of the Property Zoning and other Town development regulations as they exist on this Agreement's Effective Date, including, but not limited to, the special development regulations related to public utility facilities related to setbacks, buffers, fencing, noise and lighting.

b. Pursuant to N.C.G.S. §160D-1007, and except as provided in N.C.G.S. § 160D-108.1, Town may not apply subsequently adopted land development regulations to the Property or the development of the Substation during the term of this Agreement without the written consent of Developer. This Agreement does not abrogate any rights preserved by N.C.G.S. § 160D-108 or § 160D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. Absent an imminent threat to public health or safety, no development moratorium shall apply to the Property so long as this Agreement exists; the Town recognizes that all rights established by this Agreement have vested.

5. Release of Subsequent Outconveyance. The Parties acknowledge that following the execution of this Agreement, there may be a subsequent outconveyance and/or subdivision of a portion the Property from Developer to a third-party (the "Outconveyance"). Provided that the Outconveyance does not include any portion of the greenway easement area as generally shown on Exhibit A and in the event that Developer receives an approved subdivision and/or recombination plat from the Town as to the Outconveyance, the portion of the Property comprising the Outconveyance and conveyed to the third-party shall no longer be subject to this Agreement. No further documentation of record shall be required to effectuate release of the Outconveyance from this Agreement.

6. Miscellaneous.

a. All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

If to the Town: Town of Franklin
 ATTN: Town Manager
 PO BOX 1479
 Franklin, NC 28744

If to Developer: Duke Energy Carolinas, LLC
 ATTN: Darrin Cardwell & David Koepnick
 525 S Tryon Street
 Mailcode: DEP-39C
 Charlotte, NC 28202

b. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The Parties consent to the jurisdiction of Macon County.

c. The section and subsection headings in this Agreement have been included for convenience only and are not part of the Agreement and shall not be taken as an interpretation of any provision of this Agreement.

d. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the Parties.

e. Within thirty (30) days after Town enters into this Agreement, Developer shall record this Agreement in the Macon County Public Registry. The Agreement shall run with the land, and the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties hereto.

f. If any section or provision of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable for any reason, that section or provision shall be deemed severed from this Agreement, and the remaining sections and provisions of this Agreement shall remain fully effective and enforceable.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

Town of Franklin

By: _____
Amanda Owens, Town Manager

=====

State of North Carolina

County of Macon

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that Amanda Owens personally came before me this day and acknowledged that she is Town Manager of the Town of Franklin and acknowledged, on behalf of the Town of Franklin, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 2026.

Notary Public

My Commission Expires:

Certificate of Town of Franklin Finance Officer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

Duke Energy Carolinas, LLC

By: _____
Darrin Cardwell, PGO Manager –
Substation Engineering

=====

State of North Carolina

County of Wake

I, a Notary Public of the State and County aforesaid, do hereby certify that Darrin Cardwell personally appeared before me and acknowledged that he is the PGO Manager – Substation Engineering of Duke Energy Carolinas, LLC., a North Carolina limited liability company, and that by that authority duly given, s/he executed the foregoing document on behalf of and in the name of the said corporation. Witness my hand and official stamp or seal, this the _____ day of _____, 2026.

Notary Public

My Commission Expires:



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 9-C

Department/Agency: Administration/Finance

Subject Matter: Public Hearing – Fiscal Year 2026/2027 Budget

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: Recommend Approval

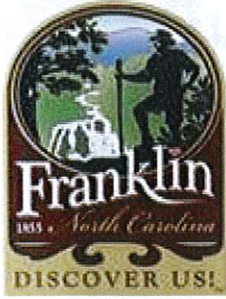
Public Hearing to receive public input on the Fiscal Year 2026/2027 Budget.
A full copy of the budget is available at www.franklinnc.com/government/budget.

Notice of the Public Hearing was published on May 20 and May 27, 2026 in the Franklin Press. Notice was also published on the Town's website and posted at Town Hall.

Suggested Motion: Public input and await Town Council direction.

Attachments: Yes No

Action Taken: _____



TOWN OF FRANKLIN

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

TOWN OF FRANKLIN, NORTH CAROLINA

Budget Ordinance

For the Fiscal Year Ending June 30, 2026

BE IT ORDAINED, The Town Council of the Town of Franklin, Macon County, North Carolina that the accompanying budget is adopted in accordance with the applicable general statutes of the State of North Carolina for the fiscal year ending June 30, 2026.

BE IT FURTHER ORDAINED, that there hereby be levied the following rate of tax on each one hundred dollars (\$100) valuation of taxable property, as listed for taxes in January 1, 2025, for the purpose of raising the revenue from current year property tax as set forth in ad valorem tax revenue, and in order to assist, along with other anticipated revenues, in financing the appropriations per the accompanying budget.

General Fund (for general expenses incident to the proper government of the Town)	\$0.33
Total rate per \$100.00 valuation of taxable property	\$0.33
Fire District Tax Rate (set by the Macon County Board of County Commissioners)	\$0.07

SECTION 1. The Town Manager and/or Finance Officer are hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a) The Finance Officer may transfer amounts between objects of expenditure within a department.
- b) The Town Manager may transfer amounts between departments, as defined above, with a subsequent report to the Town Council, recorded in the minutes.
- c) The funding for approved reclassifications may be transferred from the budgeted reserve with the approval of the Town Manager.

- d) No revenues may be increased, no funds may be transferred from the Contingency account in the General Fund or Capital Projects Funds, and no transfers may be made between funds unless formal action is taken by the Town Council.

SECTION 2. The Town Manager is hereby authorized to accept grant funding which has been previously approved for application by the Town Council, including any local match involved. The Town Manager is authorized to execute any resulting grant documents. Also, the Town Manager is authorized to enter into contracts for purchases of apparatus, supplies, materials, or equipment as described in G.S. 143, Section 8 up to the limits stated therein for informal bidding which are within budgeted appropriations. The Town Manager is authorized to enter into routine service contracts in the normal course of town operation within budgeted appropriations. Change Orders for capital project contracts must be approved by the Town Council.

If vehicles or specific equipment purchases are included as part of the annual budget, the Town Manager is authorized to approve said purchases, even if over the set signature threshold, as the appropriation is assumed to be included in the Town Council approved budget.

All contracts authorized by this ordinance are approved for signature by the Mayor of the Town Council, Town Manager, and/or the Clerk to the Town Council as appropriate, as well as pre-audited by the Finance Officer.

SECTION 3. Copies of this Budget Ordinance shall be furnished to the Clerk of the Town Council and to the Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 1st day of June, 2026

Stacy J. Guffey
Mayor

Attested:

Nicole Bradley, Town Clerk



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 10-A

Department/Agency: Public Works

Subject Matter: Developer Requested Refund of Tap Fees for Canceled Project

Department Head's Comments/Recommendation: N/A

Town Manager's Comments/Recommendation: Await Town Council Decision

On April 8, 2026, the Town Manager received an emailed request for refund for tap fees for property located off of Cunningham Road. The developer is not interested in furthering the project due to costs and the infrastructure has not been installed.

This item was brought for consideration at the May 4, 2026 meeting, but was tabled to allow for additional research by the Town Attorney related to potential refunds and any actions that may be taken by the Town Council.

Suggested Motion: Await Town Council Decision.

Attachments: Yes No

Action Taken: _____



Town of Franklin

Post Office Box 1479

Franklin, NC 28744

(828) 524-2516

Water and Sewer Fees Estimate

6" Fire line tap	\$3,300
Accessories	\$3,101
Availability Fee	\$42,000

TOTAL \$48,401.00

QUOTE GOOD FOR 30 Days

*In the event that it becomes necessary for the Town to cut the road or any other unforeseen expense associated with the tap, an additional charge will be billed

**Water accessories include but not limited to; Box and Lid, Meter, Corp Stop, Saddle, Curb Stop, Meter Spuds and Pipe.

Estimate For:

Name : David Forlner

E-Mail : davidforkner@gmail.com

Address : Cunningham Road pin#6595815426

Phone 1-828-226-0600

Date 10/30/2025

Quote Good For 30 Days

By:Jim Zilbauer



Town of Franklin

Post Office Box 1479

Franklin, NC 28744

(828) 524-2516

Water and Sewer Fees Estimate

2 " Water Tap	\$2,000
Accessories	\$3,100
Availability Fee	\$ 5,600
Crossing Road {punch}	\$ 300
8" Sewer Tap	\$1,320
Availability Fee	\$8,800
Cutting Road	\$0

TOTAL \$21,120.00

QUOTE GOOD FOR 90 Days

*In the event that it becomes necessary for the Town to cut the road or any other unforeseen expense associated with the tap, an additional charge will be billed

**Water accessories include but not limited to; Box and Lid, Meter, Corp Stop, Saddle, Curb Stop, Meter Spuds and Pipe.

Estimate For:

Name : David Forkner

Address : Cunningham RD—pin# 6595815426

Phone 1-828-226-0600

Date 5/21/2025

Quote Good For 90 Days

By: Jim Zilbauer



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 11-A

Department/Agency: Administration/Public Works

Subject Matter: Request approval of contract with Backwood Bridges, LLC dba Bridge Builders for Cartoogechaye Creek (Allman Drive) Boardwalk Project

Department Head's Comments/Recommendation: Recommend Approval

Town Manager's Comments/Recommendation: Recommend Approval

Backwoods Bridges, LLC dba Bridge Builders submitted the lowest responsible, responsive bid for the Cartoogechaye Creek (Allman Drive) Boardwalk Project at \$207,800.00. The engineering team and town staff recommended approval of the bid and contractor and the Town Council awarded the bid at their May 4, 2026 meeting.

The Town Attorney has reviewed the contract and the request is for the Town Council to approve the contract for execution effective July 1, 2026.

Suggested Motion: If favorable – Approve the contract with Backwood Bridges, LLC d/b/a Bridge Builders, as presented.

Attachments: Yes No

Action Taken: _____

STATE OF NORTH CAROLINA
COUNTY OF MACON

CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 1st day of June 2026, by and between the **TOWN OF FRANKLIN** ("Owner"), on the one hand, and **BACKWOODS BRIDGES, LLC dba BRIDGE BUILDERS** ("Contractor"), on the other hand, for the Construction of the Cartoogechaye Creek Boardwalk ("Project") located at property off Allman Drive, Franklin, North Carolina 28734.

WITNESSETH:

That the Owner and the Contractor, for the consideration herein named, agree as follows:

1. Scope of Work: The Contractor shall furnish all material, equipment, labor, services and supervisions necessary to complete the Project as specified in the RFP dated March 2, 2026 any documents referenced herein and the Design Professional's Plans and Specifications (collectively "Specifications"), which are incorporated herein and attached hereto as Exhibit A. If there are any contradictions between this Agreement and the Specifications, this Agreement shall control. A copy of the Contractor's bid is incorporated herein and attached hereto as Exhibit B.

2. Beginning Work and Substantial Completion: The Contractor will begin work within sixty (60) calendar days after receiving a Notice to Proceed from the Owner and shall substantially complete the Project in accordance with the Specifications no later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed. The Owner's Design Professional shall make an inspection to determine whether the Project is substantially complete. When the Owner's Design Professional determines that the Project is substantially complete in accordance with the Specifications, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion.

Contractor may be allowed delays beyond the One Hundred Eighty (180) calendar days for the following weather conditions, if applicable: 1) isolated inclement weather, wherein the Project site is determined to be unworkable for days of precipitation and/or temperature and days following for short times between otherwise good weather; and 2) sustained inclement weather, wherein the Project site is determined to be unworkable for sustained periods of time, such as the winter months, with only an occasional working day within the sustained unworkable conditions.

If the Contractor believes either condition applies, a written request shall be made within seven (7) calendar days following the beginning of the condition to the Owner's Designer Professional for a site meeting and a joint determination of the site conditions and approval of the delay. The Owner's Design Professional will catalog these approved delays and will incorporate them into a Change Order for signature by the Owner and Contractor.

The Owner shall assess liquidated damages against the Contractor in the amount of five hundred dollars (\$500) per day for every day that the Project extends beyond One Hundred Eighty (180) calendar days from the Notice to Proceed (adjusted as specified herein) until a Certificate of Substantial Completion is issued.

3. Punch List and Final Completion. The Contractor shall diligently complete all punch list items and shall complete Final Completion no later than Thirty (30) days from the date of Substantial Completion.

4. Default and Termination: If the Contractor fails to complete the Project within the times specified in Sections 2 and 3 or fails to diligently perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work or performs the work unsuitably or shall discontinue the prosecution of the work or not carry on the work in an acceptable manner, the Owner may give written notice, sent by certified mail return receipt requested, to the Contractor of such delay, neglect or default, specifying the same, and, if the Contractor, within a period of fifteen (15) calendar days after such notice, shall not proceed in accordance therewith, the Owner shall declare this Agreement in default and shall have full power and authority, without violating the Agreement, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of the Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under the Agreement, including liquidated damages, if any, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the Owner, including liquidated damages, if any, shall be less than the sum which would have been payable under the Agreement, if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Agreement, then the Contractor shall be liable and shall pay to the Owner the amount of said excess.

5. Payment: The Owner shall pay to the Contractor, as specified in the Contractor's bid, the total contract sum of Two Hundred Seven Thousand Eight Hundred Dollars (\$207,800) for completion of Project, unless altered as allowed herein. Payment shall be made based on the following schedule:

- a. At the time this Agreement is signed, the Owner shall pay to the Contractor ten percent (10%) of the total contract sum.
- b. No later than the fifteenth day of each month, the Contractor shall present to the Owner, or designee, a pay application for the preceding month demonstrating the total percentage of work completed for that preceding month. The Owner's Design Professional shall inspect the work to determine that the pay application accurately reflects the completed work. If the Owner's Professional agrees with the submitted pay application, payment for the completed work, less five percent (5%) retainage of the

amount of such request, shall be made to the Contractor no later than fifteen (15) calendar days after the pay application is submitted. If the Owner does not agree with the pay application, the pay application shall be immediately returned to the Contractor and asked that it be resubmitted with revisions. If the Owner agrees with the resubmitted pay application, payment for the completed work, less five percent (5%) retainage of the amount of such request, shall be made to the Contractor no later than ten (10) calendar days after the resubmittal. No further retainage shall be withheld when the Project is at least fifty percent (50%) completed.

The amount of five percent (5%) retained from each approved request for payment shall be retained by the Owner until all work has been finally completed and performed strictly in accordance with the Specifications and until such work has been accepted by the Owner, at which time such retained sums shall be paid to the Contractor within ten (10) days after receipt of the Final Completion certificate. All payments to the Contractor, including the five percent (5%) retainage, are subject to approval by the Owner's Design Professional.

6. Changes in the Work: During the Project, if the Contractor encounters any additional charges resulting from unanticipated conditions or additional work requested by the Owner which may alter the total contract sum as stated in Section 5, prior to commencing the work, the Contractor must submit a written change order to the Owner or its designee. The written change order must specify the need for the change and the cost of the proposed change. No later than five (5) calendar days after receipt of the written change order, the Owner, or its designee, shall provide to the Contractor a written response either accepting or rejecting the change order. No additional payment shall be made for additional work completed by the Contractor unless the Contractor has submitted a written change order and received the Owner's approval.

7. Construction Meetings: The Contractor shall meet with the Owner's Design Professional as specified in the Specifications and at such other construction meetings as required by the Owner or its designee.

8. Correction of Work:

- a. Before Substantial Completion. The Owner, or its designee, shall, from time to time, inspect the status of the Project. The Contractor shall promptly correct work not conforming to the Specifications and rejected by the Owner's Design Professional and may withhold payment until said work is corrected and accepted.
- b. After Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the work is found to be nonconforming to the Specifications, the Contractor shall promptly correct the nonconforming work after receipt of written notice from the Owner to do so.

9. Construction Site: The Contractor shall be responsible for the construction site(s) during the performance of the work and shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state and local laws, building codes, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work, it being expressly understood by the Contractor that if the work is in or adjacent to public spaces (streets, sidewalks, etc.) the public will be on, about and near the construction site. The Contractor agrees to indemnify and hold harmless the Owner for any and all losses, including all applicable costs, expenses, other claims, including attorneys' fees, which the Owner might incur due to any act or omission by Contractor, its employees or agents and subcontractors that occur in conjunction with this Agreement.

10. Warranty: The Contractor hereby warrants and guarantees to the Owner that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise allowed, and the work will be free from defects and will conform to the Owner's Specifications, as specified in Section 1 herein, and shall present to Owner a one (1) year warranty and shall provide to the Owner any pass-through manufacturers' warranties or other warranties required by the Specifications.

11. Insurance: As a condition precedent to this Agreement, the Contractor shall provide proof of insurance for the required policies and coverages: 1) Workers' Compensation (statutory coverage limits); 2) Commercial General Liability ("CGL") (One Million Dollar per occurrence, Two Million Dollar aggregate (\$1million/\$2million)); and 3) Comprehensive Automotive Liability (One Million Dollars (\$1 million)). The Owner shall be listed as an additional insured on the Contractor's CGL policy. The Contractor will submit to the Owner copies of Certificates of Insurance on the latest approved North Carolina Department of Insurance Acord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (minus) or better by A.M. Best Company. The certificates shall certify that the insurance policies carried by Contractor were in force before the Project commenced and certifying that these policies will not be canceled during the Contract other than by an endorsement added to the policies and certificates reading substantially as follows: "The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Owner has received thirty (30) days written notice via registered or certified letter." Certificates of Insurance containing disclaimers holding the insurer harmless for failure to notify the Owner of Contractor policy cancellations will not be acceptable and should be modified to delete such disclaimers from the Insurance Certificate forms.

12. Relationship: The Contractor shall be considered an independent contractor and not an employee of the Owner.

13. Situs: The place of this Agreement, its situs, forum, shall be Macon County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

14. Governing Law: This Agreement shall be governed by the laws of the State of North Carolina.

15. Mutually Agreed Agreement: All the Parties to this Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the making of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.

16. Entire Agreement: The Parties hereby affirm that the only consideration for executing this Agreement are the terms and conditions herein and no other promises or agreements of any kind have been made by any person or entity to cause the Parties to execute this Agreement. Further, the Parties agree that if any provisions herein are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

17. Authority: The Parties hereby represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are conditions precedent to their authority to execute this Agreement.

18. Foreign Investment and E-Verify: The Contractor shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). The Contractor agrees that it is in compliance and will comply with North Carolina laws pertaining to international trade, G.S. Ch. 147, art. 6E and 6G (respectively, the Iran Divestment Act and Divestment from Companies Boycotting Israel). In the event that the Contractor utilizes a subcontractor to perform the Work of this Contract, the Contractor shall require any such subcontractor to comply with the E-Verify Requirements and the foreign investment laws.

19. Dispute Resolution: Prior to litigation concerning a dispute in which the amount in controversy is at least fifteen thousand dollars (\$15,000.00), parties to the dispute must do the following:

- a. Submit the dispute for review by the Superintendent or designee and the Design Professional; and
- b. Participate in mediation if the matter cannot be resolved by the parties. The cost of the dispute resolution process will be divided between the parties to the dispute. If the Town of Franklin is a party to the dispute, the Town of Franklin will pay at least one-third of the cost.

20. MBE/HUB: If the Project cost of this Agreement is \$100,000 or more and if the Owner has received appropriations or grant funds from the State of North Carolina for the construction of the Project, then the Specifications will contain a notice of that fact and the Contractor shall comply with the MBE and HUB pre-bid and post-award requirements contained in the Specifications.

If the Project cost of this Agreement is \$300,000 or more, regardless of the source of funds for construction of the Project, the Contractor shall comply with the MBE and HUB pre-bid and post-award requirements contained in the Specifications.

21. Assignment: This Agreement shall be not assigned without the prior, written consent of the Owner which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Agreement the day and year first above written.

CONTRACTOR:

BACKWOODS BRIDGES, LLC dba BRIDGE BUILDERS

Signature _____

Print: _____

TITLE: _____

OWNER:

TOWN OF FRANKLIN

Signature _____

Print: _____

TITLE: _____

Preaudit Statement

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Exhibit A – RFP

Town of Franklin

Request for Proposals: Cartoogechaye Boardwalk

Posting date: Monday, March 2, 2026

Due Date: Thursday, April 2, 2026 at 3:00 p.m.

I. PROJECT BACKGROUND

Franklin (the “Town”) is a town in and the county seat of Macon County, North Carolina. It is situated within the Nantahala National Forest. The population is approximately 4,300. Franklin is a popular destination for hikers and outdoor enthusiasts, specifically in relation to the Nantahala National Forest, the Great Smoky Mountains, and the Appalachian Trail. The town and the surrounding area is rich in gems and minerals, and is known locally as the "Gem Capital of The World."

Franklin has been celebrated as a thriving community with many outdoor and recreational amenities. As part of an effort to maintain and improve connectivity, a boardwalk adjacent to the wetland area along the Allman Drive greenway connector path is proposed. This new connector and boardwalk will allow Appalachian Trail hikers the ability to connect to the greenway and avoid having to walk in a high vehicular traffic area.

II. SCOPE OF WORK

The Town of Franklin is soliciting bids for a project (this Request for Proposals, the “RFP”) which will include the preparation for and construction of a 180 LF boardwalk. The denuded limits for the project are approximately 0.77 AC.

Description:

A. The contractor shall furnish all labor, material, equipment necessary to clear, grade, and construct the boardwalk in accordance with drawings, specifications and per applicable standards and ADA requirements. Bids shall include all areas identified as part of the engineered plans.

B. The work shall include, but shall not be limited to the following (not necessarily in the order indicated):

1. Contractor shall obtain all permits necessary for construction.
2. Contractor shall contact the Town of Franklin to schedule a preconstruction conference; failure to do so at least 48 hours in advance of land disturbing activity is subject to fine.
3. Contractor shall install silt fence, timber matting and other measures as shown on plans, clearing only as necessary to install these devices.
4. Contractor shall field locate and stake existing sanitary sewer line and 50’ stream buffer prior to commencing any construction and conferring with Town staff related to the sewer line location.

5. Contractor shall field stake boardwalk.
6. Contractor shall pre-drill holes for timber piles on the boardwalk; boardwalk piles shall be driven to avoid impacts to the adjacent sewer line.
7. Contractor shall utilize top-down construction for installation of driven piles.
8. Following installation, Contractor shall temporary-seed all disturbed areas per approved seeding details and seeding mixtures.
9. Any damage to public property belonging to the Town or any other unit of government, or to private property, including without limitation utilities, roads, sidewalks, ramps, curbs, etc. during project installation must be fully repaired at contractor's expense and to the satisfaction of all relevant Town of Franklin parties.
10. Contractor is responsible for removing all debris from properties related to construction activities.
11. Town designated staff must be notified immediately in the event of a fuel, oil, or chemical spill.
12. All contractor employees will abide by Town policies and maintain professional conduct respecting general public and Town staff.
13. Work to occur so as to minimize disruptions to normal activities.

III. SUBMISSIONS & RESPONSE FORMAT

A. Questions:

Questions concerning this RFP must be made via email to the point of contact below. Responses to all submitted questions will be posted at: <https://franklinnc.com/bid-requests-town-franklin-nc.html>. Any revisions, addendums, and answers to questions received at least a week before the proposal due dates will be sent to those who directly received this RFP.

There will be a not be mandatory pre-bid site visit held by the Town; however, site visit is strongly recommended. Respondents can inspect sidewalks on their own time or schedule site visits through the point of contact below.

B. Deadline:

The deadline for responding to this RFP is **3:00 p.m. on Thursday, April 2, 2026**. It is the responsibility of the firm submitting proposals to ensure that the point of contact has received a completed proposal by the required deadline.

Point of Contact
Bill Deal, Public Works Director
Town of Franklin
95 East Main Street
Franklin, NC 28734
bdeal@franklinnc.com
828-524-2516 x 402

The Department of Public Works prefers to receive submitted materials via mail or

courier with subject line “Proposal Cartoogechaye Boardwalk”.

C. Submissions:

Responses are encouraged to be concise. Respondents may partner with other firms, local or otherwise, in order to provide the best possible proposal for ensuring quality and efficient completion of the project tasks. All proposals must include, at a minimum, the following:

1. A cover page including the Request for Proposals title and applicant firm’s name, any sub-Respondents or other partners, and the office location from which the work will originate.
2. A summary of the Respondents’ understanding and approach of the project Scope of Work.
3. A Statement of Qualifications applicable to this project including the names, qualifications and proposed duties of the teams’ staff to be assigned to this project; a listing of recent similar projects completed, including the names, titles, addresses, and telephone numbers of the appropriate persons whom the Town should contact.
4. A schedule of the work including proposed dates for each submittal discussed in the Scope of Work above.
5. A copy of the Respondent’s hourly rate schedule for all personnel, and project costs anticipated to be involved in the project, and a statement that said hourly rate schedule is part of the Respondent’s Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. All extra work will require prior approval from the Town.

IV. RESPONDENT SELECTION

Proposals will be reviewed and evaluated by Town staff based on the information provided. The Project will be awarded, subject to a satisfactory contract, to the lowest responsive responsible bidder.

Additional information may be requested prior to final selection. Final costs will be determined through negotiations with the selected firm.

V. EXHIBITS

Exhibit A: Area where construction will occur including measured footage.

Exhibit B – Bid Submission Acknowledgement – to be returned as part of the submission packet.

VI. CONTRACTING

The selected Respondent must qualify as an independent contractor and, prior to being awarded

a contract, must apply for registration in North Carolina. The contract will not be executed until the Respondent is registered with the Secretary of State's Office.

Prior to beginning any work, the Respondent shall obtain Insurance Coverage in accordance with the Town's policies. The certificate of insurance coverage shall be documented on forms acceptable to the Town.

VII. AGREEMENT REQUIREMENTS

The selected Respondent will be required to execute a contract with the Town on the terms and conditions required by the Town.

VIII. LIMITATIONS OF LIABILITY

The Town assumes no responsibility or liability for the response to this Request for Proposals.

IX. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The Town will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

X. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the Town. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the Town, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XI. REJECTION OF PROPOSALS

The Town reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the Town deems will meet its best interests, even if that proposal is not the lowest bid. The Town reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the Town to award a contract.

XII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the Town in response to this Request for Proposals shall become the property of the Town unless another arrangement is made by written agreement between the Town and the responding party. The responding party may retain copies of the original documents.

XIII. DUTY TO INFORM TOWN OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any of the bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the Town written notice thereof. Respondents shall not cause or permit any work to be conducted that may be related to the error or omission without first

receiving written acknowledgment from the Town that Town representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the Respondent may proceed without any modification being made to the bid or contract documents.

XIV. PUBLIC RECORDS

Any and all records submitted to the Town, whether electronic, paper, or otherwise recorded, are subject to the North Carolina Public Records Law. The determination of how those records must be handled is solely within the purview of Town. All records the responding party considers to be trade secrets, as that term is defined by subsection 132-1.2 of the Public Records Act, or that the responding party otherwise seeks to have the Town consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt.

EXHIBIT A

Construction Documents and Specifications

DRAWING INDEX

SHEET NUMBER	SHEET TITLE	ORIGINAL DATE	REVISION DATE
CIVIL			
C000	COVER SHEET	11/17/2023	
C001	CIVIL PLAN, NORTH	11/17/2023	
C002	APN NO. 10	11/17/2023	
NON-PP	TOPOGRAHY SURVEY FOR THE TOWN OF FRANKLIN, FRANKLIN, NORTH CAROLINA	11/17/2023	
C003	LANDSCAPE ARCHITECTURE CONTROL PLAN	11/17/2023	
C004	BOARDWALK PLAN AND PROFILE	11/17/2023	
C005	1-SECTIONALS	11/17/2023	
STRUCTURAL			
S001	STRUCTURAL GENERAL NOTES AND DIMENSIONS	11/17/2023	
S002	PERMITS SPECIFICATIONS	11/17/2023	
S101	BOARDWALK STRUCTURAL PLAN, ELEVATION	11/17/2023	
S102	BOARDWALK STRUCTURAL SECTIONALS	11/17/2023	

TOWN OF FRANKLIN CARTOOGECHAYE BOARDWALK CONSTRUCTION DOCUMENTS

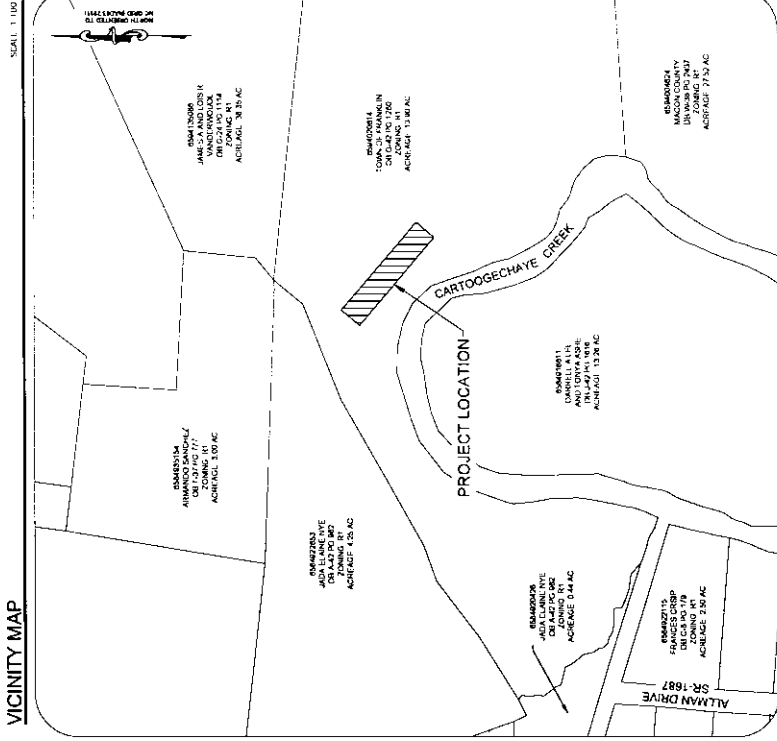
ALLMAN DRIVE FRANKLIN, NORTH CAROLINA

TOWN OF FRANKLIN
CARTOOGECHAYE BOARDWALK
CONSTRUCTION DOCUMENTS
ALLMAN DRIVE
FRANKLIN, NORTH CAROLINA



Dewberry Engineers Inc.
10000 Lakeshore Drive, Suite 100
Charlotte, NC 28226
Tel: 704.366.1000
Fax: 704.366.1001
www.dewberry.com

VICINITY MAP



LOCATION MAP



PROJECT / BUILDING INFORMATION:

SCOPE OF WORK: BOARDWALK
SITE AREA: 13.90 AC
PROJECT NUMBER: 6594020614
ZONING: R1 - RESIDENTIAL
PARCEL ID NUMBER: 6594020614

CODE REFERENCES

FRANKLIN, NC CODE OF ORDINANCES, 2023
AMERICAN WITH DISABILITIES ACT - ACCESSIBILITY GUIDELINES, 2010 (ADAAG)
INTEGRATED ACCESSIBILITY DESIGN AND CONSTRUCTION MANUAL - 2013
2018 NORTH CAROLINA STATE BUILDING CODE (2015 INTERNATIONAL BUILDING CODE WITH AMENDMENTS)
NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS 2015)
MINIMUM DESIGN SPECIFICATIONS FOR WOOD BRIDGES (NDS 2015) 2, 3, 10
ASHRAE 90.1 GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES

CONTACTS

OWNER: TOWN OF FRANKLIN
501 MAIN STREET, 111
FRANKLIN, NC 28734
ADMINISTRATOR: JENNIFER L. GIBSON

ENGINEER: DEWBERRY INC.
10000 LAKESHORE DRIVE, SUITE 100
CHARLOTTE, NC 28226
PHONE: 704.366.1000

SUBMITTALS		SUB. #	NUMBER
<input type="checkbox"/>	PRELIMINARY		
<input type="checkbox"/>	APPROVAL		
<input type="checkbox"/>	ISSUED		

SEAL: [Professional Engineer Seal - State of North Carolina, License No. 111789, Exp. 12/31/2025]

SEAL: [Professional Engineer Seal - State of North Carolina, License No. 111789, Exp. 12/31/2025]

11/17/2023
FOR STUDY ONLY

NO.	DATE	BY	DESCRIPTION

DRAWN BY: [Blank]
APPROVED BY: [Blank]
CHECKED BY: [Blank]
DATE: NOVEMBER 17, 2023
TITLE: [Blank]

COVER SHEET

BY: [Blank] ON: [Blank]
SCALE: [Blank]

C0.00

2018 APPENDIX B
FOR ALL COMBINED PROJECTS

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TIMBER PILE SPECIFICATIONS

STRUCTURAL GENERAL NOTES

1. THE STRUCTURE GENERAL NOTES HAS BEEN REVISED TO AGREE WITH THE DIMENSIONS AND USE OF MATERIALS SPECIFIED IN THE DIMENSIONAL SPECIFICATIONS AND STRUCTURAL GENERAL NOTES. CHECK DIMENSIONS TO BE WITHIN THE DIMENSIONAL SPECIFICATIONS AND STRUCTURAL GENERAL NOTES.
2. STRUCTURAL DIMENSIONS SHALL BE TO THE REQUIREMENTS OF THE FOLLOWING CODES:
 - A. AISC 13.5.1
 - B. AISC 13.5.2
 - C. AISC 13.5.3
 - D. AISC 13.5.4
 - E. AISC 13.5.5
 - F. AISC 13.5.6
 - G. AISC 13.5.7
 - H. AISC 13.5.8
 - I. AISC 13.5.9
 - J. AISC 13.5.10
 - K. AISC 13.5.11
 - L. AISC 13.5.12
 - M. AISC 13.5.13
 - N. AISC 13.5.14
 - O. AISC 13.5.15
 - P. AISC 13.5.16
 - Q. AISC 13.5.17
 - R. AISC 13.5.18
 - S. AISC 13.5.19
 - T. AISC 13.5.20
 - U. AISC 13.5.21
 - V. AISC 13.5.22
 - W. AISC 13.5.23
 - X. AISC 13.5.24
 - Y. AISC 13.5.25
 - Z. AISC 13.5.26
 - AA. AISC 13.5.27
 - AB. AISC 13.5.28
 - AC. AISC 13.5.29
 - AD. AISC 13.5.30
 - AE. AISC 13.5.31
 - AF. AISC 13.5.32
 - AG. AISC 13.5.33
 - AH. AISC 13.5.34
 - AI. AISC 13.5.35
 - AJ. AISC 13.5.36
 - AK. AISC 13.5.37
 - AL. AISC 13.5.38
 - AM. AISC 13.5.39
 - AN. AISC 13.5.40
 - AO. AISC 13.5.41
 - AP. AISC 13.5.42
 - AQ. AISC 13.5.43
 - AR. AISC 13.5.44
 - AS. AISC 13.5.45
 - AT. AISC 13.5.46
 - AU. AISC 13.5.47
 - AV. AISC 13.5.48
 - AW. AISC 13.5.49
 - AX. AISC 13.5.50
 - AY. AISC 13.5.51
 - AZ. AISC 13.5.52
 - BA. AISC 13.5.53
 - BB. AISC 13.5.54
 - BC. AISC 13.5.55
 - BD. AISC 13.5.56
 - BE. AISC 13.5.57
 - BF. AISC 13.5.58
 - BG. AISC 13.5.59
 - BH. AISC 13.5.60
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 - BJ. AISC 13.5.62
 - BK. AISC 13.5.63
 - BL. AISC 13.5.64
 - BM. AISC 13.5.65
 - BN. AISC 13.5.66
 - BO. AISC 13.5.67
 - BP. AISC 13.5.68
 - BQ. AISC 13.5.69
 - BR. AISC 13.5.70
 - BS. AISC 13.5.71
 - BT. AISC 13.5.72
 - BU. AISC 13.5.73
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 - BZ. AISC 13.5.78
 - CA. AISC 13.5.79
 - CB. AISC 13.5.80
 - CC. AISC 13.5.81
 - CD. AISC 13.5.82
 - CE. AISC 13.5.83
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 - EP. AISC 13.5.146
 - EQ. AISC 13.5.147
 - ER. AISC 13.5.148
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 - ET. AISC 13.5.150
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 - FK. AISC 13.5.167
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 - OV. AISC 13.5.359
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 - PY. AISC 13.5.388
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 - QC. AISC 13.5.392
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 - QE. AISC 13.5.394
 - QF. AISC 13.5.395
 - QG. AISC 13.5.396
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 - ZX. AISC 13.

Bid Submission Acknowledgement

In submitting this proposal, it is understood that the unrestricted right is reserved by the Town in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other bidder.

Print Name _____

Signature _____

Title _____

Date _____

State of _____

County of _____

I, _____, Notary Public, do hereby certify that _____
[Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20__.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My Commission Expires: _____

EXHIBIT B – BID SUBMISSION

Exhibit B

Cartoogechaye Creek Boardwalk Request for Proposals

TO:

**The Town of Franklin
95 East Main Street
Franklin, NC 28734**

Applicant

Backwoods Bridges, LLC dba Bridge Builders



Main Office

**223 Black Creek Blvd
Freeport, FL 32439
850-835-1304**

Franklin Office

**36 Westgate Plaza
Franklin, NC 28734
828-369-5735**



Proposal # BB-26010

Date: April 16, 2026
Project: Cartoogechaye Creek Boardwalk
Franklin, North Carolina
To: Town of Franklin
95 East Main Street
Franklin, NC 28734

Re: Timber Boardwalk

10'-Clear Width
10" Butt Piling
10 X 10 Caps
4 X 12 Stringers
3 X 8 Decking
42" Height Mesh Handrail
42" Height Mesh Approach Rails – 5 LF at each bridge corner

Boardwalk
10' Wide by 180 LF Timber Boardwalk

Total: \$207,800.00

Price includes supervision, labor, all materials and equipment necessary for installation.

All site preparation by others; must be substantially completed prior to commencement of work.

Price based upon Bridge Builders standard insurance coverage.

Pricing contained in this proposal is good for 60 days.

Owner to provide Bridge Builders access to all boardwalk sites for efficient movement of material and equipment.

Bridge price based on driving piling up to 13' embedment or to refusal with ideal soil conditions. Longer piling as required by soils engineer or dictated by soil conditions to achieve proper bearing, will be charged \$40.00 per lineal foot of piling over 13' in ground. If rock is encountered and drilling is necessary, there will be a rock drill mobilization/set-up fee of \$7,500 and \$1,000 per drilled hole.

All Hex bolts/Timber bolts shall be Hot Dipped Galvanized, all Simpson connectors shall be "Z-max", all screws to be 305 or 316 Stainless Steel.

All Timber to be Southern Yellow Pine (SYP) components with the following specifications:

PILING:

All round timber piling shall be southern pine conforming to ASTM D25. Piling diameter shall be measured at the extreme butt end of the pile. Preservative treatment shall be CCA-C in accordance with AWWA UC4B; to a minimum retention of 0.60 lbs./cu. ft.

PILE CAPS & STRINGERS:

All timber components of this category will be graded in accordance with Southern Pine Inspection Bureau grade #1 and will receive pressure preservative treatment with Chromated Copper Arsenate (CCA) in accordance with AWWA UC4B; to a minimum retention of 0.60 lb./cu. ft. for HD ground contact application.

DECKING, & HANDRAIL:

All timber components of this category will be graded in accordance with Southern Pine Inspection Bureau grade #1 and will receive pressure preservative treatment with Koppers® NatureWood® (CA-C) in accordance with AWWA U1; Commodity Specification A: Sawn Products; UC4A; to a minimum retention of 0.15 lb./cu. ft. for HD ground contact application.

All lumber & timbers will be manufactured and pressure treated in accordance with American Softwood Lumber Standard PS20-20 and bear the quality mark of an accredited agency.

Includes Standard Shop Drawings and Product Data Submittal Package.

Does not include the following:

- Any backfilling, finish grading, or other related work by others.
- Any design or construction costs for any other condition which may exist now or in the future including, but not limited to, buoyancy or lateral movement due to flooding, high water or high winds.
- Cost of any concrete, labor, or other material needed to stabilize piling base due to rock or any soil condition that prevents driving piles for bridges.

Submitted by:



Backwoods Bridges, LLC dba Bridge Builders

Accepted by: _____



Company Profile & History

Bridge Builders USA, Inc. was founded by Tim and Barbara Kris in 1983. Tim began building bridges as far back as 1978. During the company's 43 years-plus in the timber bridge industry, we developed and perfected the methodology now known as "top-down construction" for crossing wetlands and protected areas with little or no environmental impact. As a result, Bridge Builders has successfully completed projects across a wide range of environmentally sensitive and diverse terrains.

In 2014, Greg Solomon acquired Bridge Builders from the Kris family. Prior to ownership, Mr. Solomon managed the company's daily operations for 13 years, contributing significantly to its continued growth and operational success.

In 2024, Henry Carl, founder and owner of Backwoods Bridges LLC, acquired Bridge Builders from Mr. Solomon, integrating Bridge Builders into the Backwoods Bridges family and expanding its capabilities and reach.

Bridge Builders delivers a streamlined design-build approach to clients in both the private and public sectors. The company pioneered the top-down construction technique for installation of a wide range of timber structures, including pedestrian bridges, golf cart bridges, and vehicular bridges engineered to HL-93 design loads. Our highly skilled construction team understands the unique needs of each client and has successfully completed over 1,000 projects nationwide.

Our mission is to provide superior timber products that are structurally sound, aesthetically pleasing, and environmentally compatible. We are committed to maintaining a safe, positive, and team-oriented workplace while supporting a workforce with extensive experience and long-standing industry expertise.

Key Personnel

Henry Carl – CEO

Henry founded Backwoods Bridges LLC in 2008. His vast timber construction expertise is built on more than a decade of experience in hotel and residential construction, along with leadership roles as a Crew Supervisor and Division Manager at York Bridge Concepts and Nature Bridges. As Special Projects Manager for the St. Joe Company in the 2000s, he personally oversaw timber boardwalk, timber vehicular bridge, and amenity construction across the Florida panhandle. Today, Henry leads by providing strategic oversight, advice, and guidance for all company operations.

Aaron Carl – President

Aaron brings over twenty years of hands-on experience in heavy timber construction and is highly skilled in the specialized equipment and tools required in the industry. A creative problem solver and innovator, he is continuously developing more efficient construction processes. He is responsible for all daily construction activities, crew management, training, safety programs, and quality control.

Andrew Kuehl – COO

Andrew began his career in the timber industry as a boardwalk crew member, gaining field experience and understanding the business from the ground up. After several years in the field, he moved to an office role to support company growth as a project estimator and project coordinator. Andrew now oversees estimating & sales, manages the pre-construction phase, and leads client relations to ensure successful project delivery.

Jamey Halyburton – Project Manager

Jamey, an NC State graduate with a degree in Construction Engineering, joined Bridge Builders part-time in 2009 to implement in-house CAD design capabilities. He came on full-time in 2011. He collaborates closely with clients and engineering partners to develop both cost estimates and detailed drawings and specifications for municipal and private sector clients, often supporting projects from initial concept to final completion. Jamey also holds GC licenses in NC, SC, GA, & LA.

Erik Burnham & Cody Binder – Senior Field Managers

Erik & Cody oversee daily field on-site operations for our five bridge crews, ensuring projects are executed efficiently and smoothly. Both started as crew members, quickly advanced to Foremen, and spent years leading crews in completing complex bridge projects. With over a decade of experience at Backwoods Bridges, they provide critical field knowledge, leadership and support to ensure crews have the resources, expertise, and coordination during the construction phase.

Licenses

North Carolina GC #74544 (copy attached)

Also licensed in: SC, GA, LA, FL

Federal I.D.

26-1586774



Similar Completed Projects & References

River Landing

Zephyrbills, FL

Scope: Design and install one 8'-wide by 70' boardwalk and one 8' -wide by 554' boardwalk with (3) viewing platforms.

Contact: Rob Lee w/ Taylor Morrison Phone: 813-786-7130

Robinson Preserve

Bradenton, FL

Scope: Design and install multiple 8'-wide and 14'-wide boardwalks and a 50'-tall observation tower over wetlands and waterways for a land conservation project in Manatee County, Florida.

Contact: Charlie Hunsicker w/ Manatee County, FL Phone: 941-748-4501

Avenir

Palm Beach Gardens, FL

Scope: Design and install an 8' wide x 460' boardwalk with railing over wetlands for a residential development in Palm Beach Gardens, FL.

Contact: Tyler Gaffney w/ Kolter Homes Phone: 954-614-7707

Grande Cote National Wildlife Refuge

Avoyelles Parrish, LA

Scope: Design and install an 8'-wide x 900' boardwalk, a 14'x14' observation platform, curb and handrail through wetlands and forest at a National Wildlife Refuge.

Contact: Matt Sivy w/ Eclipse Phone: 330-417-8774

Scope of Work Summary

The scope of work for this project is to construct a 10'-wide by 180 LF Timber Boardwalk adjacent to Cartoogechaye Creek through a wetland area. The boardwalk will be constructed of heavy timber that will allow us to utilize the top-down construction method. This method will keep any matting and equipment out of the sensitive wetland area. The timber pile foundations will be installed with a mini-excavator. A Dynamic Pile Test (PDA) will be performed to confirm pile capacity and develop driving criteria. All final pile-driving will be performed with a drop hammer. Our foreman may use the vibratory hammer for initial driving.

Personnel Summary

Project Manager:

Jamey Halyburton
Email: jamey@bridgebuilders.com
Phone: (828) 369-5735

Field Managers:

Erik Burnham
Email: erik@backwoodsbridges.com
Phone: (850) 373-7477

Cody Binder
Email: cody@backwoodsbridges.com
Phone: (850) 499-2757

Crew: To be assigned based on project timeline.

Similar Projects & References

Please see attached "References"

Subcontractors/Consultants

1. Mountain Movers Dirt Works LLC, Franklin, NC: Silt Fencing, Seeding
2. Aaron Garrett Land Surveying, Franklin, NC: Surveying, Staking
3. Infrastructure, Consulting, and Engineering, Raleigh, NC: PDA testing

Project Schedule

Upon Notice to Proceed from the Town of Franklin

<u>Item</u>	<u>Duration</u>
Shop Drawings & Submittals	±2 weeks
Shop Drawings & Submittal approvals	per client/engineer (assume 2 weeks)
Material Procurement	±4-6 weeks
Boardwalk & 50' Buffer staking	±1 week
Silt Fence & Utility Locates	±1 week
Boardwalk Installation	±4 weeks

Wage Rate Schedule

Project Manager: \$65.48/man hour
Field Manager: \$67.68/man hour
Bridge Crew: \$86.88/man hour

Please note: wage rates shown above do not include profit. If additional work scope is desired to be added to the contract, a formal "Request for Change Order" (RCO) document will be submitted to the Engineer of Record and Town of Franklin for review and acceptance. The RCO will show the anticipated labor, equipment, and materials costs required for the additional work scope along with an agreed-upon percentage markup for profit. No additional work will be performed without written authorization.



Top-Down Construction

Top-Down construction is the primary method Bridge Builders utilizes to construct bridges & boardwalks whenever working in a highly environmentally sensitive area. The priority is to keep the impact to a minimum, while also maintaining efficiency. Unlike other construction methods, our bridges are built without having to bring heavy equipment into a designated wetland.

Once the boardwalk layout is complete, the first (4) piles are installed for the first boardwalk span. The boardwalk framing and decking is installed. An abutment is built on the first pile bent that acts as transition from the trail to the boardwalk structure. Backfill is then placed against the abutment on the trail side. This fill acts as a ramp that allows our construction equipment to drive onto the first completed boardwalk span. From this position we can reach out and set the next two piles and build the next boardwalk span. This process continues until the entire structure is built. After the final section is built completing the wetland crossing, the last pile set will be used to build the abutment on the other end of the boardwalk. Attached is a flyer with a visual step-by-step explanation.

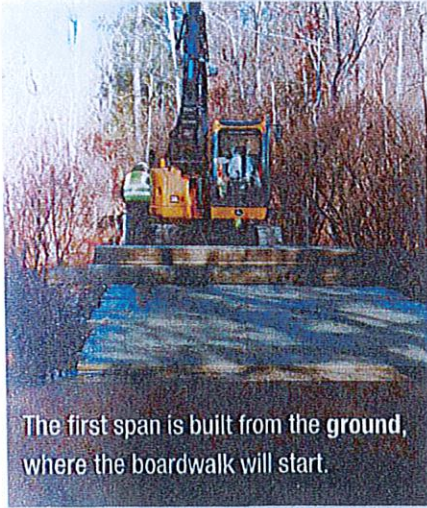
Pile Driving Process

Our specialized equipment allows us to drive timber piling to the required design capacity. Piles are driven with a mini-excavator. The excavator can equip both a vibratory hammer and our custom-built drop hammer. We are the only boardwalk company that has the capability to use a drop hammer in conjunction with the top-down construction method.

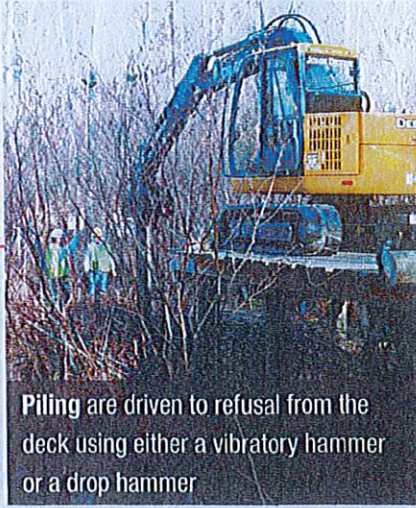
Over the past 9 years we have developed a pile-driving process with our consultant, Infrastructure Consulting and Engineering (ICE). A Dynamic Pile Test (also known as a "PDA") will be performed on the first driven pile. The data from the test pile can be analyzed instantly and pile capacity can be verified. By analyzing the number of blows it took to drive the pile to the required capacity, ICE's PDA analyst will give our crew driving criteria so we can continue working without delay. The data from the PDA will then be compiled into a formal report, which is reviewed and signed/sealed by a NC P.E. Our crew will maintain a Pile Log for all piles driven for the boardwalk structure. The Final PDA Report and Pile Log will be submitted to the Town of Franklin in the closeout package.



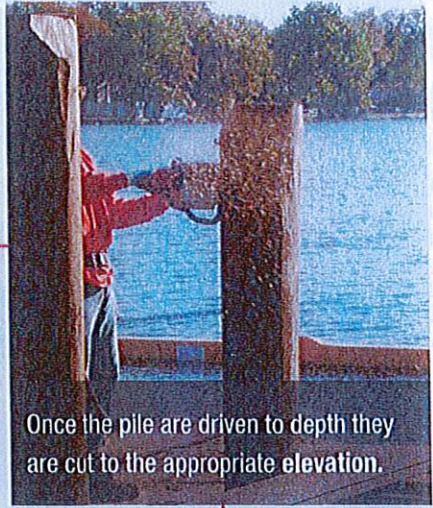
The Process of Top-Down Timber Boardwalk Construction



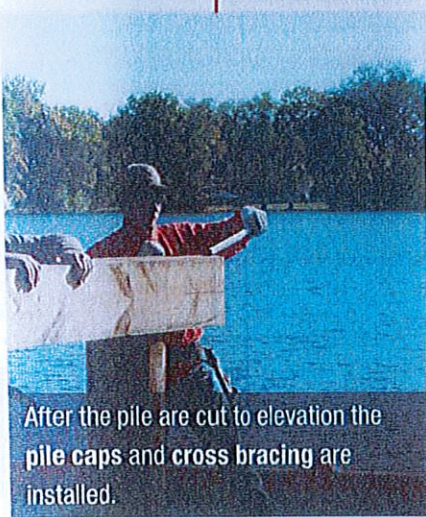
The first span is built from the **ground**, where the boardwalk will start.



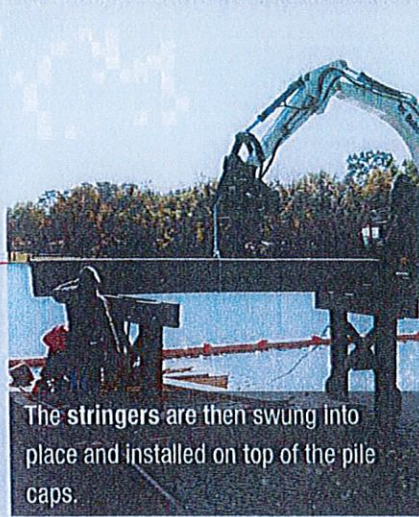
Piling are driven to refusal from the deck using either a vibratory hammer or a drop hammer



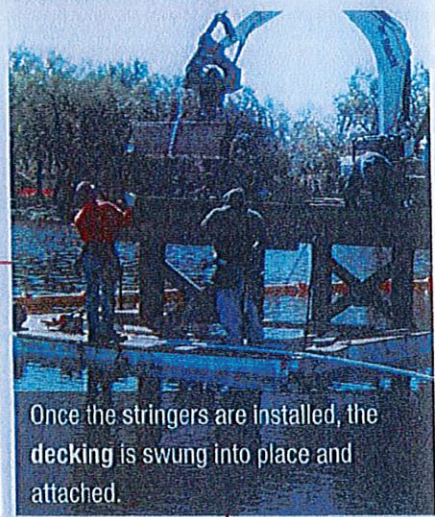
Once the pile are driven to depth they are cut to the appropriate **elevation**.



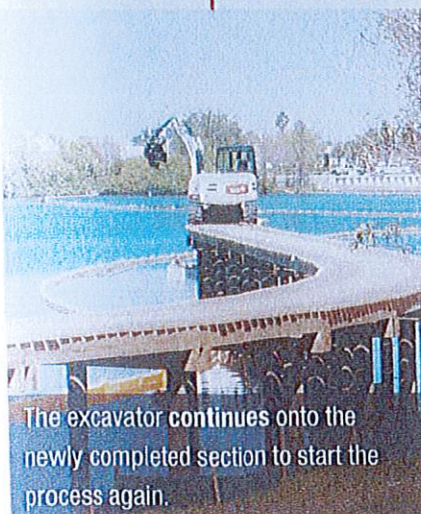
After the pile are cut to elevation the **pile caps** and **cross bracing** are installed.



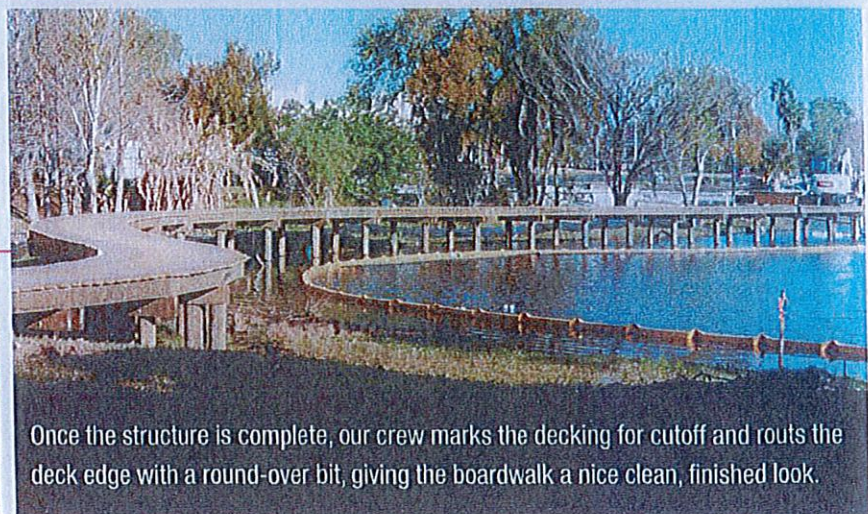
The **stringers** are then swung into place and installed on top of the pile caps.



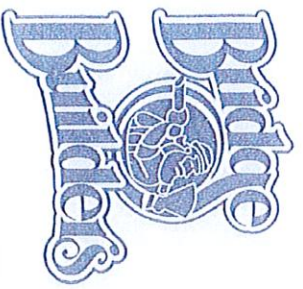
Once the stringers are installed, the **decking** is swung into place and attached.



The excavator continues onto the newly completed section to start the process again.



Once the structure is complete, our crew marks the decking for cutoff and routs the deck edge with a round-over bit, giving the boardwalk a nice clean, finished look.

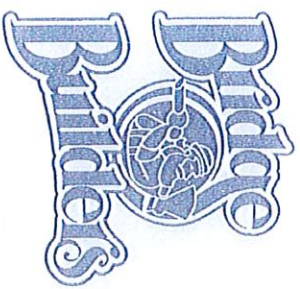


Avenir Boardwalk - 10,000 GVM
Palm Beach Gardens, FL



800.874.9403

www.bridgebuilders.com



Hillside NWR Boardwalk
Lexington, MS



800.874.9403

www.bridgebuilders.com

EXHIBIT B

Bid Submission Acknowledgement

In submitting this proposal, it is understood that the unrestricted right is reserved by the Town in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any other bidder.

Andrew Kuehl
Print Name

[Signature]
Signature

COO
Title

April 1, 2026
Date

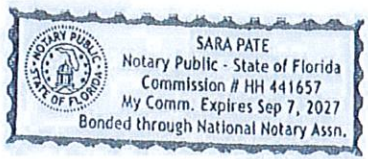
State of Florida

County of Walton

I, Sara Pate, Notary Public, do hereby certify that Andrew Kuehl
[Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1st day of April, 2026.

(Official Seal)



[Signature]
Official Signature of Notary

Sara Pate
Notary's Printed or Typed Name

My Commission Expires: 9/7/2027



REFERENCES

OWNER/DEVELOPER

- Minto Communities**
Address: 8939 Steel Field Road
Panama City Beach, FL 32413
Contact: Mr. Brian Cale
VP of Land Development
Email: bcale@mintousa.com
Phone: (941) 780-5113
Project: Latitude Margaritaville Watersound
Scope of Work: 800 LF of 10' wide boardwalk
400 LF of timber retaining walls
- Metro Development**
Address: 2502 N Rocky Point Dr., Suite 1050
Tampa, FL 33607
Contact: Mr. Bill Sweetnam
Project Manager
Email: bill@metrodg.com
Phone: (941) 780-5113
Project: Angeline (Multiple Phases)
Scope of Work: Multiple 2-lane Vehicular bridges
- Mustang Royale HOA**
Address: 171 Mustang Royale
Port Aransas, TX 78373
Contact: Mr. Vince Thomae
President
Email: vtst296@gmail.com
Phone: (512) 788-0248
Project: Mustang Royale Dune Crossing
Scope of Work: 830 LF of 10'-wide boardwalk

GENERAL CONTRACTOR

- J.D. Goodrum Company, Inc.**
Address: 18339-F Old Statesville Rd.
Cornelius, NC 28031
Contact: Mr. Rick Eagle
Sr. Project Manager
Email: reagle@jdgoodrum.com
Phone: (828) 244-6296
Project: Walker-Hoover Greenway
Contract Value: \$812,000
Scope of Work: 680 LF of 12' wide boardwalk
- Eagle Wood, Inc**
Address: 7680 Townsend Dr.
Denver, NC 28037
Contact: Mr. Matt Hovis
Vice President
Email: mhovis@eaglewoodinc.com
Phone: (980) 722-2302
Project: McAlpine Creek Greenway
Contract Value: \$2,438,000
Scope of Work: 3,300 LF of 12' wide boardwalk
- Fred Smith Company**
Address: 6105 Chapel Hill Rd.
Raleigh, NC 27607
Contact: Mr. Brian Conrad
Project Manager
Email: bconrad@fredsmithcompany.net
Phone: (919) 795-2698
Project: Beaver Creek Greenway
Contract Value: \$2,413,000
Scope of Work: 2,620 LF of 10' wide boardwalk
- Perception Builders**
Address: 115 West Arch Street, Suite 201
Lancaster, SC 29720
Contact: Mr. Chad Catledge
President
Email: chad@perceptionbuilders.com
Phone: (803) 804-0353
Project: Lindsay Pettus Greenway
Contract Value: \$1,404,000
Scope of Work: 3,400 LF of 10' wide boardwalk



Agenda Item – Town Council

Meeting Date: June 1, 2026

Agenda Item #: 11-B

Department/Agency: Water Treatment Plant

Subject Matter: Change Order 2 for Clearwell and High Service Pump Station Project

Department Head's Comments/Recommendation: Request approval

Town Manager's Comments/Recommendation: Recommend Approval

All change orders for capital projects require approval by the Town Council.

This change order is necessitated by the Davis-Bacon labor requirements that are in place for all Federally funded projects. The Town was notified of a potential \$2,000,000 award for this project after financing and use of retained earnings were utilized as the funding sources. Since Davis-Bacon compliance was not included as a line item in the Request for Proposal (RFP), the contractors and subcontractors provided estimated costs for retroactively collecting and providing such information since the project beginning and will continue through the project end.

The total change order amount is \$21,372 and no (zero) additional days will be added to the project completion timeline.

Suggested Motions: If favorable, to:

- approve Change Order 2 for the Clearwell and High Service Pump Station Project, as presented; and
- approve a Budget Amendment from Retained Earnings to cover the additional amount; and
- approve the amendment of the Capital Project Ordinance.

Attachments: Yes No

Action Taken: _____

Date of Issuance: March 9, 2026	Effective Date:
Owner: Town of Franklin	Owner's Contract No.:
Contractor: Haren Construction	Contractor's Project No.:
Engineer: WithersRavenel	Engineer's Project No.: 23-0771
Project: Clearwell and High Service Pump Improvements	Contract Name: Clearwell and High Service Pump Improvements

The Contract is modified as follows upon execution of this Change Order:
 Description: Due to additional funding requirements – Davis Bacon documentation will be required. This change order is for an additional \$21,372.00 for providing the Davis bacon Documentation

Attachments: *Proposal*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>6,301,400.00</u>	Original Contract Times: Dates: Substantial Completion: <u>365:1/5/2027</u> Ready for Final Payment: <u>400:2/9/2027</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>297,419.00</u>	[Increase] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>379: 1/19/2027</u> Ready for Final Payment: <u>414: 2/23/2027</u>
Contract Price prior to this Change Order: \$ <u>6,598,819.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>379: 1/19/2027</u> Ready for Final Payment: <u>414: 2/23/2027</u>
Increase of this Change Order: \$ <u>21,372.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>6,620,191.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>379: 1/19/2027</u> Ready for Final Payment: <u>414: 2/23/2027</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Lindsay L. Meyer</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Project Engineer</u>	Title: _____	Title: _____
Date: <u>5/22/2026</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



HAREN CONSTRUCTION COMPANY, INC.

May 15, 2026

Mr. John Herman
Withers Ravenel, Inc
167 E. Chatham Street, Suite 210
Cary, NC 27511

Re: Cost for Implementing Davis Bacon Wage Requirements
Franklin, NC WTP Improvements

Mr. Herman,

We respectfully submit this letter to you as our formal change request for the costs associated with the Owner utilizing funding that requires us to meet Davis Bacon Wage requirements. Our total lump sum price for this is \$21,372.00. Attached is a breakdown of these costs, copies of the quotes for your review.

We appreciate the opportunity to present this proposal for your review. Once we receive approval on these costs, we will start implanting these requirements. We look forward to working with you on this.

Sincerely,

Jonathan Patrick

Jonathan Patrick
Project Manager

JP/kjl

enclosure:

Pricing Worksheets
Quotes from MB Haynes, Haynes Heating & Cooling, and American Summit

COR / 245-510

Subject: Re: Franklin NC Water Treatment Improvement Project Davis Bacon Requirments Notice
Date: Thursday, April 23, 2026 at 4:04:58 PM Eastern Daylight Time
From: Tony Lee Clinton
To: Jonathan Patrick
CC: Jason Wolford
Attachments: Outlook-jufjwhel.png, Outlook-eej41dbn.png

 **IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender**
tlclinton@mbhaynes.com

Our wages are covered based on the sheet you sent of 15 dollars per hour for electricians. All we would ask for is a CO for 2500 for all the extra admin work do documentation if you feel that is fair

Tony Lee Clinton
Project Manager/Superintendent
HS Signature I



187 Deaverview Road
Asheville, NC 28806
Office: 828-254-6141
Direct: 828-225-5444
Mobile: 828-772-2431
tlclinton@mbhaynes.com
www.mbhaynes.com



QUALITY COMMITMENT CHARACTER

On Apr 23, 2026, at 3:43 PM, Jonathan Patrick <jpatrick@harenconstruction.com> wrote:



This email comes from outside the organization.

Do not click links or open attachments unless it is an email you expected to receive.

I know we spoke last week that this was received.

Just wanted to follow up and see if you have any idea when might have this information back to us.

Jonathan "JP" Patrick



HAYNES Heating & Cooling

Asheville, NC 28806
 PO Box 16589
 Asheville, NC 28816
 Phone (828) 254-6141
 Fax (828) 254-7392
 www.mbhaynes.com

REV-1
STANDARD SUBCONTRACTOR BID PROPOSAL

DATE: 4/23/2026
 SUBMITTED TO: ALL BIDDERS

PROJECT NAME: FRANKLIN WATER TREATMENT PLANT IMPROVEMENTS
 PROJECT ADDRESS: FRANKLIN, NC, MACON COUNTY

SCOPE OF WORK: PER MECHANICAL DRAWINGS DATED 8/14/24 (H1.01,H2.01)
 SPECIFICATION SECTION:
 ADDENDUM RECEIVED: 1
 ARCHITECT/ENGINEER: STURGILL

This proposal includes furnishing all materials and performing all work in the Scope of Work listed above, as required by the plans, specifications, general and special conditions, and referenced Addenda.

INCLUSIONS	EXCLUSIONS
<ol style="list-style-type: none"> 1. Furnish & install (2) ductless split systems tagged, AH-1/HP-1, AH-2/HP-2. 2. Furnish & install (2) louvers and motorized dampers tagged, L-1, L2. 3. Furnish & install (1) exhaust fan tagged, EFI. 4. Furnish & install (2) unit heaters tagged, UN-1, UH-2. 5. Furnish & install low voltage controls per mechanical drawings. 6. Certified test & balance. 7. Complete start up and check out. <p style="text-align: right; margin-right: 100px;"><u>\$2,900.00</u></p> <p style="margin-right: 100px;">• Added cost for Davis Bacon Requirements.</p> <p style="margin-right: 100px;">ORIGINAL PRICE: \$62,600.00</p>	<ol style="list-style-type: none"> 1) Unforeseen conditions and/or price increases (tariffs, material shortages, etc.) 2) Does not include existing equipment, design, sizing, conditions and or diagnosis 3) Any roof patching/flashing (by others) 4) Not responsible for delays caused by supplier delivery delays 5) Painting of exposed HVAC components 6) Commissioning/Coordination drawings/BIM 7) Permits and/or inspection fees by others 8) Dumpster and/or dumpster fees 9) P&P and/or Bid Bonds 10) Temporary Heating and Cooling 11) Structural Steel Framing and wall penetration supports 12) Preventative Maintenance by others 13) Warranty on existing equipment 14) Asbestos abatement 15) Gas Piping 16) Concrete pads by others 17) High Voltage Power Wiring, Starters, Disconnects/Fuses, Or (Line/Load) By EC 18) Duct Cleaning 19) Chemical Treatment 20) DDC Controls
<p>TOTAL HVAC BASE BID: \$ 65,500.00</p>	

QUALITY COMMITMENT CHARACTER

Proudly Employee-Owned

AMERICAN SUMMIT PEMB, LLC

348 Calland Drive, Summerville, GA 30747

Office: 706-978-9143/470-334-6747

After Hours: 678-492-0208

PROPOSAL COST and PROCESS OUTLINE

Date: May 4, 2026

Project: Franklin NC High Service Pump Station

Location: Franklin, NC

Change Order

Contract Amount: \$166,977.00

Change Order for \$5,000.00 because of Davis Bacon Wages and/or certified payroll requirements.

New Amount: \$171,977.00

American Summit PEMB

Haren Construction Company

x 

x _____

Date: 5/4/26

Date: _____

Monthly Reports

Memo

To: Amie Owens
From: Finance Office
Date: May 27, 2026
Re: Monthly Department Report

Report for May 2026

- ❖ Attended scheduled budget work session on May 18th for discussion on upcoming proposed budget with Council.
- ❖ Working with auditors on interim fieldwork which was scheduled for May 6th-7th. Continuing to analyze accounts and prepare for fiscal year-end procedures and reporting as we move closer to June 30.
- ❖ **Sales & Use Tax Revenue** received in May 2026 was \$122,917.97 (this is an increase of 1.8% over May 2025). We have currently collected 99.99% of our budgeted collections amount for the current fiscal year with 4 months' worth of revenue left to collect.
- ❖ Attached are Budget Reports for an overall view of Revenues and Expenditures for General, Fire, and Water & Sewer Funds at this time.

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



Franklin, NC

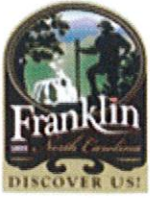
Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		
						Favorable (Unfavorable)	Percent Remaining	
Fund: 10 - GENERAL FUND								
Expense	5,603,500.00	7,564,782.91	404,495.72	5,074,205.31	50,606.82	2,439,970.78	32.25%	
Fund: 10 - GENERAL FUND Total:	5,603,500.00	7,564,782.91	404,495.72	5,074,205.31	50,606.82	2,439,970.78	32.25%	
Fund: 28 - FIRE								
Expense	1,665,257.00	2,405,275.61	137,281.69	1,664,346.54	52,910.78	688,018.29	28.60%	
Fund: 28 - FIRE Total:	1,665,257.00	2,405,275.61	137,281.69	1,664,346.54	52,910.78	688,018.29	28.60%	
Fund: 60 - WATER AND SEWER								
Expense	5,390,821.79	9,162,645.54	607,858.66	7,601,961.45	96,936.39	1,463,747.70	15.98%	
Fund: 60 - WATER AND SEWER Total:	5,390,821.79	9,162,645.54	607,858.66	7,601,961.45	96,936.39	1,463,747.70	15.98%	
Report Total:	12,659,578.79	19,132,704.06	1,149,636.07	14,340,513.30	200,453.99	4,591,736.77	24.00%	

Fund Summary

Fund	Original Budget		Current Total Budget		Period Activity		Fiscal Activity		Encumbrances		Variance	
	Total	Budget	Total	Budget	Activity	Activity	Activity	Activity	Encumbrances	Favorable (Unfavorable)	Percent Remaining	
10 - GENERAL FUND	5,603,500.00		7,564,782.91		404,495.72	5,074,205.31	50,606.82	2,439,970.78	32.25%			
28 - FIRE	1,665,257.00		2,405,275.61		137,281.69	1,664,346.54	52,910.78	688,018.29	28.60%			
60 - WATER AND SEWER	5,390,821.79		9,162,645.54		607,858.66	7,601,961.45	96,936.39	1,463,747.70	15.98%			
Report Total:	12,659,578.79		19,132,704.06		1,149,636.07	14,340,513.30	200,453.99	4,591,736.77	24.00%			



Franklin, NC

Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 05/31/2026

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 10 - GENERAL FUND						
Revenue	5,603,500.00	7,564,782.91	196,522.00	5,869,207.45	-1,695,575.46	22.41%
Fund: 10 - GENERAL FUND Total:	5,603,500.00	7,564,782.91	196,522.00	5,869,207.45	-1,695,575.46	22.41%
Fund: 28 - FIRE						
Revenue	1,665,257.00	2,405,275.61	37,024.02	1,827,420.82	-577,854.79	24.02%
Fund: 28 - FIRE Total:	1,665,257.00	2,405,275.61	37,024.02	1,827,420.82	-577,854.79	24.02%
Fund: 60 - WATER AND SEWER						
Revenue	5,390,821.79	9,162,645.54	480,268.81	5,106,088.05	-4,056,557.49	44.27%
Fund: 60 - WATER AND SEWER Total:	5,390,821.79	9,162,645.54	480,268.81	5,106,088.05	-4,056,557.49	44.27%
Report Total:	12,659,578.79	19,132,704.06	713,814.83	12,802,716.32	-6,329,987.74	33.08%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
10 - GENERAL FUND	5,603,500.00	7,564,782.91	196,522.00	5,869,207.45	-1,695,575.46	22.41%
28 - FIRE	1,665,257.00	2,405,275.61	37,024.02	1,827,420.82	-577,854.79	24.02%
60 - WATER AND SEWER	5,390,821.79	9,162,645.54	480,268.81	5,106,088.05	-4,056,557.49	44.27%
Report Total:	12,659,578.79	19,132,704.06	713,814.83	12,802,716.32	-6,329,987.74	33.08%

Memo

To: Amie Owens
From: Main Street Program
Date: May 27, 2026
Re: Monthly Department Report

Report for May 2026

- ❖ Attended the Downtown Strategic Economic Development Work Group Meeting on May 26th. This was a meeting of stakeholders to develop a SWOT analysis of downtown assets in order to build the Downtown Strategic Economic Development Plan.
- ❖ Attended the first board meeting of the Franklin Main Street Non-Profit Organization where I was named Secretary of the Board.
- ❖ I, along with Mayor Guffey and Devon Dupuis, had the opportunity this month to meet with Amy Suggs from the North Carolina Department of Commerce. Ms. Suggs brings extensive knowledge and experience with North Carolina's Main Street Program, and we were able to discuss our plans and intentions to rejoin the program during the next application cycle.

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

To: Town Council
From: Justin Setser, Fire Chief
Date: April 29, 2026 – May 26, 2026
Subject: Fire Department Monthly Report – May

Calls

Franklin Fire and Rescue responded to 128 calls for service in month.

Structure Fires 1
Vehicle Fires 2
Vehicle Accidents 6
Medical Alarms 101
Fire Alarms 9
Brush Fires 5
Haz-mat 4

Dept Info

The Dept received notification from OSFM that we will retain our current ISO rating of 3/4 9E for our Municipal, 5 mile and 6-mile districts.

The dept finished our annual LDH hose testing in May. In June we will start small hose testing.

Are still working on the new Image Trend software. We have started importing hydrant and pre-plan data.

Three members of the truck committee will be traveling to the Toyne Factory in Iowa to do the final inspection of the new Engine. We should take delivery of the engine around June 5th.

Justin Setser
Fire Chief

To: Town Council
From: Justin Setser, Land Use Administrator
Date: April 29, 2026 – May 26, 2026
Subject: Planning Monthly Report – May

Boards:

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

County Planning Board: The county planning board meet in May and continued to discuss the election maps for the county at large seats and possible changes.

Code Enforcement:

Land Development Permits: (2) permits were issued.

Sign Ordinance: (4) Sign permits were issued. 18 illegal signs have been removed from ROW.

Sign Violations: 201 Highlands Rd- OmniSolution, 33 Depot Industrial Park- Juggernaut.

Sign Violation Closed: 33 Depot Industrial Park- Smoky Mountain Combat & Fitness
210 Highlands Rd- Wood Fired Grill

Nuisance Ordinance:

Open Cases: 33 Brittany Ln- Animal (Chickens), 55 Ulco Bluff Dr- Debris/Doors/Building material/rubbish, Crisp St- Building rubbish, 61 Clover Ln- Trash/boxes/building material and 61 Clover Ln- Animal (Chickens).

Resolves Cases: 49 Northside Dr- Trash/debris, 15 Brittany Ln- Trash/debris/appliance, 66 Skylark St- Trash, 73 Collins Ln- Building Materials, 51 Collins Ln- Appliance, 92 Summit Hill Dr Unit #1-Trash/debris, 40 Summit Hill Dr Unit #12- Trash/debris/appliance/building rubbish, 70 Summit Hill Dr Unit #5- Trash/debris, 27 Hillside St- Mattress, 549 Lyle St- Appliance, 35 Collins Ln- Trash/debris, 96 Rolling Hills Dr- Weeds/Grass, 35 Collins Ln- Animal (Chickens) and 32 Third St- Grass.

Junk / Abandoned Vehicles:

Open cases:

Resolved Cases: 62 Spring St (1), 35 Collins Ln (1), 14 Carl Dr (1), 158 Cherry St (1), 601 Wayah St (1) and 273 Forest Ave (1).

Minimum Housing: 574 Womack St and 185 Rogers Rd.

Other Open: 96 Rogers Rd- Building, 1777 Emory Lake Rd- Residential use of camper and 410 Lyle St- Camper.

Other Closed: 152 & 99 Sunset Dr- Camper

Meetings: On May 19, 2026 the quarterly TCC meeting was held in person and via zoom. The East Franklin sidewalk loop project went to ROW in April and is planned to be let in November.

On May 20, 2026 the first steering committee meeting was held with McAdams and Toole Design at Town Hall to discuss the Main Street Transformation project. It was well attended by steering committee members.

On May 21, 2026 Town Planner attended the by weekly call for the Bike Walk Franklin Update. The online survey was finalized and public meeting is planned to be held at Town Hall on June 18th.

Code Enforcement officer traveled to Chapel Hill for final week of Certified Zoning Official (CZO) course and testing.

Justin Setser, CZO

Town Planner / Land Use Administrator



Devin Holland
Chief of Police

Franklin Police Department

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



Amanda Owens
Town Manager

Police Departmental Report

Start Date 4/28/2026

End Date 05/25/2026

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	May	April	March	2025-2026 Fiscal YTD
100	VANDALISM	1	3	4	26
11	WILDLIFE CALL/VIOLATION	0	0	0	2
14	MESSAGE/INORMATION	6	7	9	63
15	HARASS/THREATEN/STALKING	2	0	2	8
21	CALL SUBJECT	36	28	42	321
29	WARRANT	15	12	13	143
29D	DOMESTIC VIOLENCE ORDER	0	0	0	2
37	SPECIAL ASSIGNMENT	65	91	11	321
37D	DRONE	3	2	0	6
37I	CODE INSPECTION/ENFORCEMENT	2	7	0	19
38	BUSINESS CHECK	172	207	175	2469
38B/38F	BIKE PATROL/FOOT PATROL	0	5	1	9
39	OPEN DOOR	1	1	0	4
40	FIGHT IN PROGRESS	2	1	3	19
43F	FOOT CHASE	0	0	0	1
43V	VEHICLE CHASE	0	0	2	13
45	BOMB THREAT	0	0	1	1
46	BANK ALARM	0	0	0	1
47	MOTORCYCLE/4wheeler on ROAD	0	3	1	8
48	RECKLESS/EXCESSIVE SPEED	16	19	14	175
49	REPORT OF DRAG RACING	0	0	0	0
5	RELAY OR TRANSPORT	0	2	4	29
50	VEHICLE ACCIDENT	45	43	48	497
53	ROADBLOCK	0	0	0	2
53L	LINES DOWN	0	0	0	2
53T	TREE DOWN IN ROADWAY	0	0	0	3
55	HIT AND RUN	11	3	9	69
56	IMPAIRED DRIVER	6	5	5	44
58	IMPAIRED INDIVIDUAL	4	2	1	25
59	DIRECT TRAFFIC/ESCORT	2	1	4	23
60	SUSPICIOUS PERSON OR VEHICLE	82	97	106	887

	Event Description	May	April	March	2025-2026 Fiscal YTD
61	TRAFFIC STOP	179	208	335	1886
62	BREAKING AND ENTERING	3	5	0	32
62IP	B & E IN PROGRESS	1	1	0	16
63	INVESTIGATE	82	69	44	699
64	IDENTITY THEFT/FRAUD	2	1	2	26
66	CLEAR PARKING LOT	0	0	0	1
67	PERSON/BODY FOUND	0	0	0	0
68	LIVESTOCK IN ROADWAY	0	0	0	1
69	TRESPASSING	1	9	8	83
70	IMPROPER PKING/ABANDON.CAR	3	2	7	40
72	SUBJECT IN CUSTODY	0	0	0	3
72T	PRISONER TRANSPORT	0	0	0	1
73	MENTAL SUBJECT	2	0	1	18
73P	PAPERWORK	5	2	4	38
73T	TRANSPORT MENTAL SUBJECT	0	0	0	0
75	STOLEN VEHICLE	4	1	1	36
76	PROWLER	0	0	0	1
77	LARCENY	10	10	8	103
78	SHOPLIFTING	5	2	2	39
79	PUBLIC DISTURBANCE	19	14	22	145
79N	PUBLIC DISTURBANCE NOISE	5	5	5	49
80	DOMESTIC DISTURBANCE	9	10	12	137
82	REPORT OF A WEAPON	0	1	3	22
83	WELFARE CHECK	32	28	21	283
83F	ABANDONED/FOUND PERSON	0	0	0	13
84	REPORTED CHILD ABUSE	0	1	1	2
84P	CHILD EXPLOITATION -PORN	0	0	0	0
85	STRANDED MOTORIST	11	17	10	131
85U	UNLOCK VEHICLE	13	8	12	98
86	MISSING PERSON	0	1	0	10
86K	KIDNAPPING/UNLAWFUL CUSTODY	0	0	0	1
87	MISSING OR RUNAWAY JUVENILE	0	1	0	10
88B	BRUSH FIRE	1	0	2	6
88G	GAS LEAK/HAZARDOUS MATERIALS	0	0	0	1
88H	HAZARDOUS MATERIALS	0	0	0	1
88M	MISCELLANEOUS FIRE/EXPLOSION	0	0	0	2
88P	POWER POLE ON FIRE	0	0	0	0
88S/V	STRUCTURE FIRE/VEHICLE FIRE	1	2	0	8
88SP	SEARCH FOR A MISSING PERSON	0	0	0	0
89	ANIMAL CALL	1	0	0	10
89B	ANIMAL BITE	1	0	0	1
90	ALARM	30	27	56	389
91	KEEPING THE PEACE/EVICTION	4	3	2	18
95	DRUG CHECK	1	7	4	55
96	ASSAULT	1	2	3	21
97	SEXUAL ASSAULT/RAPE	1	0	1	7
99	INVESTIGATE 911 HANGUP	10	3	7	46
C4	CPR IN PROGRESS	0	0	0	2

Event Description		May	April	March	2025-2026 Fiscal YTD
C5	DOA	2	1	0	7
C10	POSS SUICIDE	2	5	1	19
MA	MED ALARM	0	0	0	6
MED	MEDICAL CALL	0	1	0	6
MED-04	BACK PAIN	0	0	0	0
MED-05	BLEEDING-LACERATIONS	0	0	0	0
MED-06	BREATHING PROBLEMS	0	0	1	4
MED-10	CHEST PAIN	0	0	0	3
MED-11	CHILD BIRTH- OBSTETRICS	0	0	0	1
MED-12	CHOKING	0	0	0	1
MED-14	CONVULSIONS-SEIZURES	0	0	1	3
MED-15	DIABETIC PROBLEMS	0	0	0	1
MED-17	ELECTROCUTION	0	0	0	0
MED-19	FALLS-BACK INJURIES	0	2	2	31
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	1	0	0	9
MED-26	MENTAL HEALTH	0	0	0	0
MED-27	SICK PERSON	1	0	1	9
MED-28	STAB-GUNSHOT INJURY	0	0	0	1
MED-29	STROKE - CVA	0	0	0	0
MED-30	TRAUMATIC INJURY	0	0	0	2
MED-31	UNCONSCIOUS/FAINTING	1	2	1	21
MED-32	UNKNOWN MEDICAL PROBLEM	0	0	0	10
MED-33	PUBLIC ASSIST	1	0	0	5
WALK-IN	LOBBY WALK-IN	21	14	14	157
Totals updated		938	1004	610	10536

Activity Summary By Detail – Franklin Police Department

Incident/Investigation	March	April	March	2025-2026 Fiscal YTD
11A – Rape	0	0	0	0
11C – Sexual Assault with an Object	1	0	0	1
11D – Fondling	1	0	1	2
13A – Aggravated Assault	0	0	1	4
13B – Simple Assault	4	2	4	32
13C - Intimidation	0	0	0	0
200 -- Arson	0	0	1	2
220 – Burglary/Breaking and Entering	0	3	0	14
23C – Shoplifting	2	0	0	9
23D – Theft from a Building	1	1	0	2
23F – Theft from a Motor Vehicle	0	0	0	1
23G -Theft of Motor Vehicle Parts or Accessories	0	0	0	1
23H – All Other Larceny	5	9	1	56
240 – Motor Vehicle Theft	2	0	0	47
250 – Counterfeiting/Forgery	0	0	0	0
26A – False Pretenses/Swindle/Confidence Games	0	1	0	2
26B – Credit Card/ATM Fraud	0	0	0	3

26E – Wire Fraud	0	0	2	2
26F – Identity Theft	1	0	0	4
280 – Stolen Property Offenses	0	0	0	2
290 – Destruction/Damage/Vandalism of Property	3	2	1	20
35A – Drug/Narcotics Violations	2	10	10	38
35B – Drug Equipment Violations	2	1	5	22
36B – Statutory Rape	0	0	0	1
520 – Weapon Law Violations	0	0	1	2
720 – Animal Cruelty	0	0	0	1
90A - Bad Checks	0	0	0	0
90C – Disorderly Conduct	0	0	0	1
90D – Driving under the Influence	8	4	6	64
90E -- Drunkenness	0	0	0	1
90F – Family Offenses, Nonviolent	0	0	0	0
90G - Liquor Law Violations	0	0	0	1
90J – Trespass of Real Property	2	0	1	21
90Z – All Other Offenses	49	38	57	734
Total Offenses	83	71	98	968
Total Incidents	53	41	57	511

Arrests	May	April	March	2025-2026 Fiscal YTD
11A – Rape	0	0	0	0
13A – Aggravated Assault	0	0	1	0
13B – Simple Assault	0	1	1	8
13C – Intimidation	0	0	0	0
200 – Arson	0	0	0	0
220 – Burglary Breaking and Entering	1	0	0	4
23C – Shoplifting	0	0	0	2
23F – Theft from a Vehicle	0	0	0	0
23H – All Other Larceny	1	2	2	5
240 – Motor Vehicle Theft	0	0	0	0
250 – Counterfeiting/Forgery	0	0	0	0
26A – False Pretenses/Swindle/Confidence Game	0	1	0	1
26F – Identity Theft	0	0	0	0
280 – Stolen Property Offenses	0	0	0	2
290 – Destruction/Vandalism of Property	0	0	0	0
35A – Drug/Narcotic Violations	2	1	10	23
35B – Drug Equipment Violations	2	1	5	16
520 – Weapon Law Violations	0	1	1	0
90C – Disorderly Conduct	0	0	0	1
90D - Driving Under the Influence	7	4	6	42
90E – Drunkenness	0	0	0	1
90F – Family Offenses Nonviolent	0	0	0	0
90H – Peeping Tom	0	0	0	0
90J – Trespass of Real Property	2	0	1	118
90Z – All Other Offenses	25	27	44	308
Total Charges	40	37	71	570
Total Arrests	18	22	33	253

Citation	May	April	March	2025-2026 Fiscal YTD
Driving While License Revoked	12	7	17	97
Expired Registration	3	1	3	15
Failure to Reduce Speed	0	1	1	5
DWI	0	0	0	0
Failure to Stop (Stop Sign/Flashing Red Light)	1	0	3	7
Improper Transport of Children	0	0	0	1
Inspection	0	0	1	1
No Insurance	5	1	3	23
Other (Infraction)	3	9	9	48
Other (Misdemeanor)	3	1	3	19
Possess/Consume Alcohol – Passenger	0	0	0	4
Running Red Light	1	0	0	4
Seat Belt	0	0	1	2
Speeding (Infraction)	3	1	25	71
Speeding (Misdemeanor)	0	0	1	11
Unsafe Movement	0	0	0	4
Secondary Charge	13	5	20	107
No Operator License	17	10	20	116
Total Charges	61	29	105	533
Total Citations	48	24	86	476

Warning Tickets	May	April	March	2025-2026 Fiscal YTD
Driver's License	5	14	18	159
Failure to Yield	0	2	1	6
Following Too Closely	0	0	0	0
Improper/No Signal	1	0	2	3
Improper Equipment	17	10	26	94
Improper Parking	0	1	1	4
Improper Turn on Red	1	0	0	1
Left of Center	2	3	2	10
Lights	10	17	23	122
Obstructed Windows	0	1	0	2
Other	7	3	14	36
Seatbelt / Child Restraint	0	0	0	0
Speeding	10	32	54	187
Stop Sign or Signal	2	12	5	46
Unsafe Movement	6	6	4	51
Vehicle Insurance	1	1	2	21
Vehicle Registration	19	31	43	236
Total Charges	81	131	195	481
Total Warnings	73	118	167	439



TOWN OF FRANKLIN

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

Public Works May 2026 Monthly Report

April 27, 2026 - May 24, 2026

<u>Issued Service Calls</u>	<u>May</u>	<u>April</u>	<u>2026 YTD</u>
Begin Suspend	0	0	1
Billing Re-Read	70	59	280
Brush Pick Up	2	2	6
Connect	18	6	45
CR Re-read	1	0	2
CR Water Shutoff	0	1	3
Culvert Maintenance	0	0	0
Cutoff/Delinquent Accounts	22	26	125
Data Profile	5	2	21
Deceased Animal Removal	0	0	0
Disconnect	13	5	30
End Suspend	0	3	6
Hydrant Flushing	1	0	1
Inactivate	2	2	15
Leaf Pick Up	1	0	1
Leak Check	7	4	37
Mailing Address Change	3	3	19
Meter Box/Lid Repair	3	0	3
Meter Swap	3	73	272
Miscellaneous	14	17	72
Occupant Change	30	29	143
Pull Meter	0	0	9
Reinstate	0	0	0
Service Action	2	0	7
Sidewalk Repair	0	0	0
Street Repair	0	0	0
Variance Report	21	21	113
Total	218	253	1211
NC 811 Locates	121	136	543
Total	339	389	1754



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Water

Installed new 3/4" taps on Old Murphy Road.
Repaired 2" water leak on Brookwood Drive.
Repaired 3/4" water leak on West Main Street.
Repaired 3/4" water leak on Panorama Drive.
Repaired 2" water leak on Van Raalte Street.
Repaired fire hydrant on Arthur Drake Road.
Public works department assisted meter reader with manual meter reads.
Cut, trim, and chip trees around Clyde Street water tank.
Shop maintenance done in and around outside of building.
Hauled scrap metal to the metal yard.
Installed water tap, sewer tap, and power at Sunnyside Park.
Built meter vault and tied in for bathrooms at Sunnyside Park.
Vehicle maintenance on multiple trucks.
Completed 4 after hours calls.

Water Treatment Plant

Replaced VFD for high service pump #3.
Cleaned both stream and current units.
Replaced one sensor on one stream and current unit.
Replaced sample hose for basin stream and current.
Pumps installed for all 3 high service pumps in new high service pump building.
Met all sampling permit requirements.

Cross Connection

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



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Sewer

Cleaned 3,060 ft. of sewer lines.
Maintenance performed at multiple pump stations.
Installed pump at Arthur Drake pump station.
Weedat and spray around pump stations.
Sewer maintenance on Green Street.
Completed 0 after hours call.

Wastewater Treatment Plant

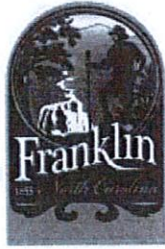
Hauled 127.7 tons of sludge to the landfill.
42 loads of septic discharged at the headworks of the plant.
We treated 22.2 million gallons of water back to the river.
We treated 101,247 gallons of leachate for the landfill.
Met all permit requirements.

Streets

Swept 94 miles of streets.
Removed 2 limbs out of roadway.
Watering of Roundabout plantings.
Bathroom project at Sunnyside Park continues.
Wall for West Main Street drainage project behind Ace Hardware continues.
Streets crew has started hanging seasonal banners around town.

Respectfully submitted,

Bill Deal
Public Works Director



TOWN OF FRANKLIN

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

LEAK ADJUSTMENTS

5/7/2026 – Adjustments for \$403.55.
5/7/2026 – Adjustments for \$52.51.

RETURNED CHECKS

5/11/2026 – Adjustment for \$387.63.
5/18/2026 – Adjustment for \$191.41.

CONTRACT AGREEMENTS

5/8/2026 – Adjustment for \$203.36.
5/8/2026 – Adjustment for \$230.53.

ADMINISTRATIVE

5/7/2026 – Adjustment for \$19.76.
5/18/2026 – Adjustment for \$25.00.
5/22/2026 – Adjustment for \$10.98.

All adjustments were approved by Public Works Director Bill Deal.

Respectfully submitted,

Nina Dykes

Date: May 26, 2026

To: Amie Owens

From: Sabrina Scruggs

Re: May 2026 Tax Report

For 2025 tax bills \$3,203,839.02 has been collected. The collection rate is 96%

Went to the Tax Collectors conference. Also took a class the day before. This was to make sure I had my required 10 hours to keep my tax collectors' certification.

There are three releases.

Had two Pickin' on two Squares.

Have July 4th almost planned.

Please let me know if you have any questions.

Respectfully submitted,



Sabrina Scruggs

Tax Collector