



Agenda

Board of Commissioners Regular Meeting

7:00 PM October 13, 2025

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

1. Public charge

The Hillsborough Board of Commissioners pledges to the community of Hillsborough its respect. The board asks community members to conduct themselves in a respectful, courteous manner with the board and with fellow community members. At any time should any member of the board or attendee fail to observe this public charge, the mayor or the mayor's designee will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the mayor or mayor's designee will recess the meeting until such time that a genuine commitment to the public charge is observed.

2. Audience comments not related to the printed agenda

3. Agenda changes and approval

4. Presentations

A. Chief of Police Swearing-In Ceremony

5. Items for decision – consent agenda

A. Minutes

– Regular meeting Sept. 8, 2025

– Work session Sept. 22, 2025

– Work session closed session Sept. 22, 2025

B. Miscellaneous budget amendments and transfers

C. Ordinance Amending Chapter 14 Article 3 – Modify Town and Customer Sewer Lateral Responsibilities

D. Water and Sewer Extension Contract Renewal for Tryon III Project

E. Special Event Permit – Team PHenomenal Hope 5K Run/Walk

F. Special Event Permit – Hillsborough Holiday Bazaar

G. Communities on the Move temporary funding request

6. Items for decision – regular agenda

A. Orange County Land Use Plan Coordination

B. Hot topics for work session Oct. 27, 2025

7. Updates

A. Board members

B. Town manager

C. Staff (written reports in agenda packet)

8. Closed session

A. Closed session as authorized by North Carolina General Statute Section 143-318.11(a)(3) to consult with the town attorney in order to preserve the attorney-client privilege (potential litigation)

101 E. Orange St., PO Box 429, Hillsborough, NC 27278
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9. Adjournment

Interpreter services or special sound equipment for compliance with the American with Disabilities Act is available on request. If you are disabled and need assistance with reasonable accommodations, call the Town Clerk's Office at 919-296-9443 a minimum of two business days in advance of the meeting.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	Oct. 13, 2025
Department:	Governing Body
Agenda Section:	Presentations
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Mayor Mark Bell

ITEM TO BE CONSIDERED

Subject: Chief of Police Swearing-In Ceremony

Attachments:

None.

Summary:

Newly appointed Chief of Police Jason Winn will publicly take his oath of office, administered by the mayor.

Financial impacts:

None.

Staff recommendation and comments:

None.

Action requested:

None.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: Town Clerk
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Town Clerk Sarah Kimrey

ITEM TO BE CONSIDERED

Subject: Minutes

Attachments:

1. Regular meeting Sept. 8, 2025
2. Work session Sept. 22, 2025
3. Work session closed session Sept. 22, 2025

Summary:

None.

Financial impacts:

None.

Staff recommendation and comments:

Approve minutes as presented.

Action requested:

To approve minutes of the Board of Commissioners regular meeting Sept. 8, 2025, work session Sept. 22, 2025 and work session closed session Sept. 22, 2025.



Minutes

Board of Commissioners Regular Meeting

7 p.m. Sept. 8, 2025

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

Present: Mayor Mark Bell and commissioners Meaghun Darab, Robb English, Kathleen Ferguson, Matt Hughes and Evelyn Lloyd

Staff: Senior Planner Molly Boyle, Planning and Economic Development Manager Shannan Campbell, Assistant Town Manager and Community Services Director Matt Efird, Environmental Engineering Manager Bryant Green, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Communications Specialist JC Leser-McMinn, Town Manager Eric Peterson, Utilities Director Marie Strandwitz and Interim Police Chief Jason Winn

Opening of the meeting

Mayor Mark Bell called the meeting to order at 7 p.m.

1. Public charge

Bell did not read the public charge.

2. Audience comments not related to the printed agenda

Hillsborough resident Denise Akins addressed the board regarding the importance of regular cancer screenings. She advocated for increased breast cancer awareness through displaying pink banners throughout downtown during October.

Richard Averitte, Executive Director of the American Cancer Society for Central and Eastern North Carolina, spoke about the organization's mission to end cancer through research, patient support and advocacy. Averitte proposed that Hillsborough "turn pink" for October, noting that 1 in 8 women will face breast cancer in their lifetime and 81 cents of every dollar raised goes to the American Cancer Society's mission.

3. Agenda changes and approval

Added Item 7F – Add Breast Cancer Awareness in October to Banner Rotation Schedule

Motion: Commissioner Kathleen Ferguson moved to approve the agenda as amended. Commissioner Evelyn Lloyd seconded.

Vote: 5-0.

4. Presentations

A. Proclamation Declaring Sept. 8-14, 2025, as Orange Rural Fire Department Week

The mayor read a proclamation recognizing the Orange Rural Fire Department for their continued excellence, courage and sacrifice in serving Hillsborough and Central Orange County communities. The proclamation highlighted the department's service to a 62-square-mile district with over 2,000 calls annually from four stations, their specialized rescue services and their deployments to help during natural disasters.

Fire Chief Jeff Cabe thanked the board and acknowledged the teamwork between the Fire Department and town employees, particularly noting the assistance received from the town's public works division.

B. Narcan Training

Interim Police Chief Jason Winn introduced Landon Weaver, community health and safety bureau chief for Orange County Emergency Services, to provide training on naloxone.

Weaver presented comprehensive information about identifying opioid overdoses and administering naloxone. He presented the symptoms of an overdose, including the progression from decreased breathing to cardiac arrest, and explained how naloxone works by replacing opioid molecules at receptor sites in the body. He emphasized naloxone administration is legal in North Carolina for anyone who suspects an overdose, and he explained that the medication cannot cause harm if administered to someone not experiencing an overdose.

Weaver outlined an algorithm for responding to suspected overdoses: if someone is unresponsive but still breathing, administer naloxone; if they are not breathing at all, begin CPR. He noted that naloxone is available for free at several locations including the Orange County Health Department, emergency medical service stations, and vending machines in the county's detention and southern human services centers.

Following the presentation, Lt. Richard Hooks of the Hillsborough Police Department presented Bell with the first Spirit of Hillsborough Award, recognizing the mayor for his actions on June 9 when he helped prevent an opioid overdose death by calling 911 and staying with the person until first responders arrived to administer naloxone.

5. Appointments

- A. Board of Adjustment – Appointment of Sankalp Rangi to a three-year term expiring Oct. 31, 2028

Motion: Ferguson moved to approve the appointment. Commissioner Matt Hughes seconded.
Vote: 5-0.

6. Items for decision – consent agenda

- A. Minutes
– Regular meeting Aug. 11, 2025
– Regular meeting closed session Aug. 11, 2025
– Work session Aug. 25, 2025
B. Miscellaneous budget amendments and transfers
C. Proclamation – Diaper Need Awareness Week
D. Proclamation – Hispanic Heritage Month 2025
E. Ordinance amending town code Section 14-71(a)1 – Payment of system development and capital facilities fees and Chapter 14 Appendix C – Water meter capacity factors
F. Request to place a marker for Anne Hooper in the Old Town Cemetery at 205 N. Churton Street
G. Classification and Pay Amendment
H. Special Event Permit – River Park Concert

Motion: Commissioner Robb English moved to approve all items on the consent agenda. Ferguson seconded.
Vote: 5-0. Nays: None.

7. Items for decision – regular agenda

- A. Rezoning and development agreement requests from WP East Acquisitions LLC for 1001 Corporate Drive

Items 7A and 7B were discussed together.

Senior Planner Molly Boyle presented the rezoning request and development agreement for 1001 Corporate Drive. The applicant, WP East Acquisitions LLC, requested to rezone the 11.1-acre property from office institutional to multifamily, with the intent to build up to 333 units. The development agreement proposed 10% of units be affordable for 30 years and included a contribution of over \$1.8 million toward sewer infrastructure improvements.

Emmett Visconti and Caitlin Shelby from Wood Partners addressed the board, expressing excitement about the project and willingness to work collaboratively with the town. They discussed the naturally occurring affordable housing model and their commitment to maintaining affordability long-term.

The board discussed various aspects of the proposal, including the affordability period, integration of affordable units and infrastructure contributions. They negotiated changes to the development agreement, including extending the affordability period to 99 years and ensuring affordable units would be dispersed with and indistinguishable from market-rate units.

Motion: Ferguson moved to adopt the consistency statement and approve the rezoning as proposed. English seconded.

Vote: 5-0.

Motion: Ferguson moved to approve the development agreement with the following amendments: extending the affordability period from 30 years to 99 years or as long as permissible by law; adding language that affordable units shall be dispersed with and indistinguishable from market rate-units; and increasing any payment in lieu to 125% of the original amount. English seconded.

Vote: 5-0.

B. Text amendment to Unified Development Ordinance Table 6.3.1, Dimensional Requirements – Residential (initiated by applicant, WP East Acquisitions LLC)

The senior planner explained the proposed text amendment would allow increased building height (up to 65 feet with increased setbacks) and density (up to 30 units per acre) in multifamily zoning districts if certain conditions are met:

- 10% of units are affordable at 80% AMI.
- The development is within 500 feet of a major arterial road.
- The development doesn't abut existing single-family dwelling use.
- A development agreement is required.

Staff showed a map indicating that only four existing properties and the 1001 Corporate Drive property would qualify for this density bonus under these criteria.

Motion: Ferguson moved to adopt the consistency statement and the proposed text amendment. Hughes seconded.

Vote: 5-0.

C. Draft Downtown and West Hillsborough Parking Study

Planning and Economic Development Manager Shannan Campbell introduced Iain Banks from Nelson Nygaard to present the results of the parking study covering downtown and West Hillsborough.

Banks outlined the study's findings, identifying approximately 1,800 parking spaces across both areas, about 1,000 in downtown and about 750 in West Hillsborough. Utilization counts conducted on weekdays and weekends showed peak usage of about 65% in downtown and slightly less in West Hillsborough, typically between noon and 2 p.m.

The study included extensive public engagement through an online survey with 518 responses, stakeholder interviews and public pop-ups. Key findings included:

- Most people believe there is enough parking except during special events.
- Both employees and customers want to park close to destinations.
- There is a desire for more on-street loading zones and short-term parking.

Recommendations included:

- Optimizing the existing parking inventory.
- Facilitating shared parking agreements with private lot owners.
- Coordinating with Orange County to allow public access to county parking facilities during off-hours.
- Developing employee parking programs to encourage parking further from businesses.
- Developing a loading and curbside management program.
- Creating better signage and wayfinding.
- Establishing event management plans for large gatherings.

Commissioners asked questions about specific parking areas, traffic court days and after-hours utilization. The board expressed appreciation for the detailed utilization maps and analysis.

Motion: Ferguson moved to accept the report as presented. Lloyd seconded.
Vote: 5-0.

D. Town Code Updates Related to Code Enforcement

The planning and economic development manager presented several ordinance amendments to the town code related to code enforcement:

- A new chapter addressing abandoned and nuisance structures.
- Updated regulations for keeping farm animals inside city limits.
- Clearer definitions for abandoned, nuisance and aesthetic nuisance motor vehicles.
- Reduced limits on the accumulation of solid waste and yard waste.
- A new section on health and sanitation addressing open wells and standing water.
- Improved notification procedures for nuisance abatement, including property posting.

Motion: Hughes moved to approve all ordinance amendments as presented. Ferguson seconded.
Vote: 5-0.

E. Hot topics for work session Sept. 22, 2025

Topics for the upcoming work session will include:

- Public hearing to receive comment on the closure of an unimproved right of way that is nominally a portion of South Hasell Street.
- Transportation projects update.
- Update from Triangle West Transportation Planning Organization.
- Presentation from Communities on the Move.
- Closed session (tentative).

- F. Add Breast Cancer Awareness in October to Banner Rotation Schedule
Ferguson advocated for adding breast cancer awareness banners to the town's rotation, emphasizing the importance of supporting evidence-based science and public health.

Assistant Town Manager and Community Services Director Matt Efird said there will not be enough time to design, order, produce and receive the banners before October.

Richard Averitte from the American Cancer Society and Hillsborough resident Denise Akins offered alternative ideas for this October based on other communities, including pink badges for police officers and illuminating town buildings in pink.

After discussion, the board determined that they would support alternative awareness initiatives this year and consider the town's banner rotation schedule for future years.

Lloyd was excused from the meeting at 9:44 p.m.

Motion: Ferguson moved to support pink badges, pink lighting initiatives for this October, and to schedule a dedicated discussion about the banner rotation schedule at or before the budget retreat. English seconded.
Vote: 4-0. Absent: Lloyd.

8. Updates

- A. Board members
Board members gave updates on the committees and boards on which they serve.
- B. Town manager
The manager had no additional updates.
- C. Staff (written reports in agenda packet)
There were no additional updates.

9. Adjournment

Motion: Hughes moved to adjourn at 10:17 p.m. Ferguson seconded.
Vote: 4-0. Absent: Lloyd.

Respectfully submitted,

Sarah Kimrey
Town Clerk
Staff support to the Board of Commissioners



PROCLAMATION

Declaring Sept. 8-14, 2025, as Orange Rural Fire Department Week
In Recognition of Continued Excellence, Courage and Sacrifice
in Serving the Hillsborough and Central Orange County Communities

WHEREAS, the Orange Rural Fire Department serves an expansive, 62-square-mile district in Central Orange County, which includes Hillsborough, and runs over 2,000 calls per year from four stations; and

WHEREAS, Orange Rural provides an array of highly technical life-saving rescue services in addition to fire suppression, first responder emergency medical care and hazardous materials functions, with these rescue services including trench, confined space, agriculture and machinery, swift and surface water, and structural collapse; and

WHEREAS, the Fire Department goes above and beyond to help all in the community during their greatest times of need and regardless of the situation; and

WHEREAS, Orange Rural was quick to send multiple deployments of firefighters and equipment when Hurricane Helene devastated western North Carolina on Sept. 27, 2024, and for decades has regularly provided mutual aid to communities across the state during emergencies, such as forest fires, floods and other disasters; and

WHEREAS, the Fire Department responded Feb. 19 to a 50-car pileup with a fatality and injuries on Interstate 85 during a winter storm, were on scene for over 20 hours with limited assistance from other agencies, and employed creative responses to prevent further loss of life and help those injured or trapped; and

WHEREAS, when Tropical Storm Chantal caused unprecedented flash flooding July 6-7, Orange Rural ran 42 calls in 10 hours, performed a dozen water rescues, provided a boat and two staff members to help evacuate 50 people in Carrboro, assisted with clearing streets of downed trees, monitored water levels at Lake Orange, and handled many other critical tasks; and

WHEREAS, during all emergencies, weather events, and preparation for severe storms, the Fire Department always reaches out to Town of Hillsborough staff offering assistance, resources, expertise and availability, which are greatly appreciated by all town employees, management, the mayor, and the Board of Commissioners;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim Sept. 8-14, 2025, as Orange Rural Fire Department Week in Hillsborough to recognize the phenomenal service to our community from Orange Rural's board members, firefighters, support staff, command staff, and Chief Jeff Cabe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of September in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough

Budget Adjustment Report

Adjustment Detail

For Date Range: 09/08/2025 - 09/08/2025

Town of Hillsborough, NC

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026						
Fund: 10 - GENERAL						
Department: 3900 - 3900						
10-00-3900-3900000	FUND BALANCE APPROPRIATION			-207,819.00	-4,000.00	-211,819.00
BA0000153	Chantal Expenses	GLPKT00983	09/08/2025		-4,000.00	
Department 3900 Total:				-207,819.00	-4,000.00	-211,819.00
Department: 4000 - DISASTER						
10-10-4000-5300145	MAINT - BUILDINGS			0.00	-10,000.00	-10,000.00
BA0000155	TS Chantal: Riverwalk Repairs PO	GLPKT00995	09/08/2025		-10,000.00	
10-10-4000-5300155	MAINT - PARKS			0.00	10,000.00	10,000.00
BA0000155	TS Chantal: Riverwalk Repairs PO	GLPKT00995	09/08/2025		10,000.00	
10-10-4000-5700741	CAPITAL - EQUIPMENT			0.00	4,000.00	4,000.00
BA0000153	Chantal Expenses	GLPKT00983	09/08/2025		4,000.00	
Department 4000 Total:				0.00	4,000.00	4,000.00
Department: 4100 - GOVERNING BODY						
10-10-4100-5300145	MAINT - BUILDINGS			250.00	375.00	625.00
BA0000156	White boards in annex conference room	GLPKT01028	09/08/2025		375.00	
10-10-4100-5300570	MISCELLANEOUS			4,500.00	-375.00	4,125.00
BA0000156	White boards in annex conference room	GLPKT01028	09/08/2025		-375.00	
Department 4100 Total:				4,750.00	0.00	4,750.00
Department: 5400 - ENGINEERING SERVICES						
10-30-5400-5300080	TRAINING/CONF./CONV.			4,300.00	-1,500.00	2,800.00
BA0000157	Chlorine Testing Kit	GLPKT01086	09/08/2025		-1,500.00	
10-30-5400-5300570	MISCELLANEOUS			500.00	1,500.00	2,000.00
BA0000157	Chlorine Testing Kit	GLPKT01086	09/08/2025		1,500.00	
Department 5400 Total:				4,800.00	0.00	4,800.00
Fund 10 Total:				-198,269.00	0.00	-198,269.00
Fund: 30 - WATER/SEWER						
Department: 3900 - 3900						
30-80-3900-3900000	FUND BALANCE APPROPRIATION			-675,666.00	-10,895.00	-686,561.00
BA0000153	Chantal Expenses	GLPKT00983	09/08/2025		-10,895.00	
Department 3900 Total:				-675,666.00	-10,895.00	-686,561.00
Department: 4000 - DISASTER						
30-80-4000-5700741	CAPITAL - EQUIPMENT			0.00	10,895.00	10,895.00
BA0000153	Chantal Expenses	GLPKT00983	09/08/2025		10,895.00	
Department 4000 Total:				0.00	10,895.00	10,895.00
Department: 8200 - WASTEWATER COLLECTION						
30-80-8200-5300165	MAINT - INFRASTRUCTURE			160,000.00	-30,272.00	129,728.00
BA0000154	Churton Grove lift station replacement	GLPKT00984	09/08/2025		-30,272.00	
30-80-8200-5700741	CAPITAL - EQUIPMENT			110,000.00	30,272.00	140,272.00
BA0000154	Churton Grove lift station replacement	GLPKT00984	09/08/2025		30,272.00	
Department 8200 Total:				270,000.00	0.00	270,000.00
Fund 30 Total:				-405,666.00	0.00	-405,666.00

Budget Adjustment Report**For Date Range: 09/08/2025 - 09/08/2025**

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Fund: 72 - RESTRICTED REVENUES - GENERAL FUND						
Department: 5100 - POLICE						
72-00-5100-3301058	RESTRICTED REV - BCBS GRANT - HILLS COMM CLOSET			0.00	-5,000.00	-5,000.00
BA0000152	BCBS Grant - Hillsborough Community Closet	GLPKT00970	09/08/2025		-5,000.00	
72-20-5100-5300369	BCBS - HILLSBOROUGH COMMUNITY CLOSET EXPENDITURES			0.00	5,000.00	5,000.00
BA0000152	BCBS Grant - Hillsborough Community Closet	GLPKT00970	09/08/2025		5,000.00	
Department 5100 Total:				0.00	0.00	0.00
Fund 72 Total:				0.00	0.00	0.00
Budget Code 2025-2026 Total:				-603,935.00	0.00	-603,935.00

DRAFT

Budget Adjustment Report

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026				
	10	-198,269.00	0.00	-198,269.00
	30	-405,666.00	0.00	-405,666.00
	72	0.00	0.00	0.00
Budget Code 2025-2026 Total:		-603,935.00	0.00	-603,935.00

APPROVED: 5/0
DATE: 9/8/25
VERIFIED: *Sarah E. Kimrey*

DRAFT



PROCLAMATION

2025 Diaper Need Awareness Week

Sept. 15 – 21

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies report that one in two families struggle with diaper need and 48 percent of families delay changing a diaper to extend their supply; and

WHEREAS, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school, thereby hurting the family's economic prospects and well-being; and

WHEREAS, the people of Hillsborough recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all people have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Hillsborough is proud to be home to trusted community-based organizations including Diaper Bank of North Carolina that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim the week of Sept. 15 through Sept. 21, 2025, as Diaper Need Awareness Week in the Town of Hillsborough, thank the aforementioned diaper bank, their staff, volunteers and donors, for their service and encourage the residents of Hillsborough to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Hillsborough's children and families can thrive and reach their full potential.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of September in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough



PROCLAMATION

Hispanic Heritage Month 2025

WHEREAS, Sept. 15 is the anniversary of independence from the Spanish Empire for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and Mexico and Chile achieved independence on Sept. 16 and 18, respectively; and

WHEREAS, Hispanic Americans bring a rich cultural heritage representing many countries, ethnicities and religious traditions that are part of the fabric of America; and

WHEREAS, between 1968 and 1988, Presidents Johnson, Nixon, Ford, Carter and Reagan issued a series of annual proclamations that designated a week in September containing Sept. 15 and 16 as National Hispanic Heritage Week; and

WHEREAS, in 1988, the United States Congress adopted a resolution designating Sept. 15 to Oct. 15 of each year as National Hispanic Heritage Month; and

WHEREAS, during National Hispanic Heritage Month, the United States highlights and celebrates the culture and traditions of Spanish-speaking residents who trace their roots to Spain, Mexico, Central America, South America and the Caribbean; and

WHEREAS, the Hispanic communities of North Carolina have been integral in the history, culture, governance, and economy of the state and will be a critical part of its future as their communities continue to grow; and

WHEREAS, Hillsborough is home to a growing Hispanic community that is involved the civic, cultural, and economic fabric of the town and continues to make substantial contributions to the overall quality of life in town; and

WHEREAS, regional organizations such as El Centro Hispano, El Futuro, El Pueblo and the Refugee Community Partnership provide many valuable services to Hispanic and Latino residents in Hillsborough and further strengthen the town as a whole;

NOW, THEREFORE, the Town of Hillsborough does hereby proclaim Sept. 15 through Oct. 15, 2025, as Hispanic Heritage Month and calls upon all residents of Hillsborough to celebrate this month through activities and programs that enlighten and inspire our understanding of the amazing heritage of our Hispanic families, neighbors and friends.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 8th day of September in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough



ORDINANCE

Amending Section 14-71(a)I – Payment of System Development and Capital Fees and Chapter 14 Appendix C – Water Meter Capacity Factors

The Hillsborough Board of Commissioners ordains:

- Section 1.** Section 14-71 Payment of system development and capital facilities fees is amended to edit item (a)(1) to strike noted text as follows:
- (a) System development fees or capital facilities fees set forth in the schedule of rates and charges referenced in section 14-9, and in appendix A to this chapter, shall be paid by the developer or owner of property being developed, or redeveloped.
 - (1) The system development fee shall be applied to new development that connects to the utility system. New development shall be defined as any of the following: 1) the subdivision of land, 2) the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which began after July 1, 2017.
- Section 2.** Chapter 14 Appendix C. - WATER METER CAPACITY FACTORS is hereby deleted in its entirety.
- Section 3.** All provisions of any town ordinance in conflict with this ordinance are repealed.
- Section 4.** This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0



A handwritten signature in black ink, reading "Sarah E. Kimrey".

Sarah E. Kimrey, Town Clerk

**BOARD OF COMMISSIONERS
TOWN OF HILLSBOROUGH, NORTH CAROLINA**

Consistency Statement per NC GS § 160D-605

Request to amend the Official Zoning Map for the Town of Hillsborough
1001 Corporate Drive (Parcel ID Number: 9874-61-2327)

September 8, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from WP East Acquisitions LLC to rezone the parcel identified as 1001 Corporate Drive (PIN 9874-61-2327) from Office Institutional (OI) to Multi-Family (MF).

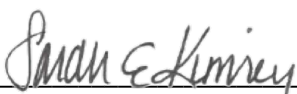
The Board of Commissioners has determined the proposed action is **consistent** with the town's Comprehensive Sustainability Plan (CSP) because:

1. The proposed amendment is **consistent** with the following Land Use and Development chapter goal, strategy, and action:
 - Goal: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
 - Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.
 - Action: Analyze additional opportunities for infill and redevelopment and increased density in existing neighborhoods, focusing on the provision of water and sewer and other infrastructure and services.
2. The proposed rezoning **advances** identified goals and strategies found in the CSP and **promotes** public health, safety, and welfare because it will create additional rental housing, including affordable housing, in the Town of Hillsborough.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0





Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Official Zoning Map for the Town of Hillsborough, NC 1001 Corporate Drive (Parcel Identification Number 9874-6I-2327)

WHEREAS, an application was made to amend the Official Zoning Map for the Town of Hillsborough, specifically to rezone 11.10 acres as 1001 Corporate Drive (PIN 9874-61-2327), the legal description of which can be found in Deed Book 6796, Page 226 of the Orange County Registry; and

WHEREAS, the application was referred to the Hillsborough Planning Board for its recommendation, and the Planning Board has provided the town board with a written recommendation addressing the consistency of the proposed rezoning amendment with the town's comprehensive plan and such other matters as the Planning Board deemed appropriate; and

WHEREAS, the town board has, prior to acting on the application, adopted a statement describing the consistency of the proposed rezoning with the town's comprehensive plan and explaining why the action contemplated by the town board as reflected herein is reasonable and in the public interest.

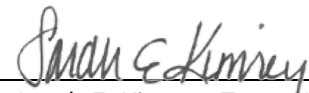
NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

- Section 1.** The Official Zoning Map of the Town of Hillsborough is hereby amended to rezone the aforementioned property to Multi-Family.
- Section 2.** All provisions of any town ordinance in conflict with this ordinance are repealed.
- Section 3.** This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0




Sarah E. Kimrey, Town Clerk

**BOARD OF COMMISSIONERS
TOWN OF HILLSBOROUGH, NORTH CAROLINA**

Consistency Statement per NC GS § 160D-605

Request to amend Table 6.3.1, Dimensional Requirements – Residential in the Unified Development Ordinance of the Town of Hillsborough (applicant-initiated)

September 8, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from WP East Acquisitions LLC to amend Table 6.3.1 in the Unified Development Ordinance to increase the maximum density and building height requirements for the Multi-Family and Multi-Family Special Use districts (MF & MFSU).

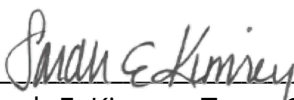
The Board of Commissioners has determined the proposed action is **consistent** with the town's Comprehensive Sustainability Plan (CSP) because:

1. The proposed amendment is **consistent** with the following Land Use and Development chapter goal, strategy, and action:
 - Goal: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
 - Strategy: Ensure that land use and development regulations are aligned with preferred future land use and growth patterns.
 - Action: Ensure that the Unified Development Ordinance incorporates strategies to achieve a mix of housing types through zoning.
2. The proposed rezoning **advances** identified goals and strategies found in the CSP and **promotes** public health, safety, and welfare because it incentivizes affordable housing through density and height bonuses.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0





Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Town of Hillsborough Unified Development Ordinance Table 6.3.I, Dimensional Requirements - Residential

WHEREAS, an application was initiated by WP East Acquisitions LLC to amend Unified Development Ordinance Table 6.3.1, Dimensional Requirements – Residential, to increase the maximum density and building height in the Multi-Family and Multi-Family Special Use zoning districts; and

WHEREAS, the application was referred to the Hillsborough Planning Board for its recommendation, and the Planning Board has provided the town board with a written recommendation addressing the consistency of the proposed rezoning amendment with the town's comprehensive plan and such other matters as the Planning Board deemed appropriate; and

WHEREAS, the town board has, prior to acting on the application, adopted a statement describing the consistency of the proposed text amendment with the town's comprehensive plan and explaining why the action contemplated by the town board as reflected herein is reasonable and in the public interest.

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

- Section 1.** The Unified Development Ordinance of the Town of Hillsborough is hereby amended as attached hereto.
- Section 2.** All provisions of any town ordinance in conflict with this ordinance are repealed.
- Section 3.** This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0



A handwritten signature in black ink, reading "Sarah E. Kimrey".

Sarah E. Kimrey, Town Clerk

6.3.1 TABLE: DIMENSIONAL REQUIREMENTS –RESIDENTIAL

	AR	R-40	R-20	R-15	R-10	MF & MFSU	MHP	ALN	PW ¹	PWCA ¹
Minimum Lot Area (sf)	40,000	40,000	20,000	15,000	10,000	1 acre (required development tract area)	5 acres (required development tract area)	1 acre	1 acre	2 acres
Maximum Density (Dwelling Units per Acre) ²	1	1	2	3	4	20/30 ³	7		1	1
Minimum Lot Width	200	150	100	100	75	NA	NA	200	150	150
Minimum Side Yard Width	30	30	20	15	15	40 ⁴	40 ⁴	40	30	30
Minimum Rear Yard Width	30	30	20	20	20	40 ⁴	40 ⁴	40	30	30
Minimum Front Setback	40	40	30	25	25	35 ⁴	35 ⁴	35	30	30
Maximum Building Height	65	45	45	45	45	45/65 ⁵	35	35	45	45
Maximum Impervious Surface (% of gross lot)	NA	NA	NA	NA	NA	NA	NA	NA	30%	6%

¹ Refer to Section 4.5, *Other Zoning Districts*, for additional requirements in the PW and PWCA districts.

² Subject to rounding as defined in Section 9.1.4, *Dwelling Unit Yield*. Accessory dwelling units are not counted toward maximum dwelling unit per acre.

³ 30 units per acre allowed where each of the following conditions are met: 1) A minimum of 10% of units in the development are affordable to households making 80% AMI (Area Median Income) or less at time of construction; 2) The development is within 500' of a major arterial road such as Hwy 70 or I-85; 3) The development does not abut an existing single-family dwelling use; and 4) A Development Agreement between the Town of Hillsborough and the party responsible for the development is agreed upon and executed prior to commencing construction.

⁴ Setbacks measured from exterior property lines of development tract. Interior setbacks governed by applicable use-specific standards (see Section 5.2, *Use-specific Standards*).

⁵ Maximum building height may be increased to 65' if minimum front, side, and rear setbacks are each increased by 5'.



ORDINANCE

Adding Chapter 4: Nuisance and Abandoned Structures

The Hillsborough Board of Commissioners ordains:

Section 1. The Code of Ordinances shall be amended as follows:

Chapter 4. NUISANCE AND ABANDONED STRUCTURES ¹

Footnotes:--- (1) --- State Law reference— Corporate power of municipality, G.S. 160A-11; general ordinance-making power, G.S. 160A-174; council to organize municipal government, G.S. 160A-146.

ARTICLE I. MINIMUM HOUSING STANDARDS

Sec. 4.1. Authorization

- a) Dwellings. The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the people of the Town. A public necessity exists for the repair, closing, or demolition of such dwellings. Whenever the Town finds that there exists in town limits or the extra-territorial jurisdiction, dwellings that are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light, or sanitary facilities; or other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the Town, power is conferred upon the Town to exercise its police powers to repair, close, or demolish the dwellings consistent with the provisions of Article 12 (Minimum Housing Codes) of Chapter 160D of the NC General Statutes.
- b) Abandoned Structures. This ordinance provides for the repair, closing, or demolition of any abandoned structures that the Governing Body finds to be a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities. This ordinance provides for the repair, closing, or demolition of such structures pursuant to the same provisions and procedures as are prescribed by Article 12 of Chapter 160D for the repair, closing, or demolition of dwellings found to be unfit for human habitation, within town limits or the extra-territorial jurisdiction.

Sec. 4.2. Definitions

The following terms shall have the meanings whenever used or referred to as indicated when used in this Article unless a different meaning clearly appears from the context:

- a) **Abandoned structure.** Any dwelling, dwelling unit, habitable room, multiple dwelling, room unit, rooming house, structure, shed or accessory building, or manufactured/mobile home which is a health or safety hazard as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children, or frequent use by vagrants as living quarters in the absence of sanitary facilities.
- b) **Alter, repair, or similar words.** The work is workmanlike and performed in a workmanlike manner.
- c) **Area, as applied to the dimensions of a building.** The maximum horizontal prospected area of the building at grade.

- d) **Area, as applied to the dimensions of a room.** The total square footage of floor area between finished walls.
- e) **Basement.** A portion of a dwelling, structure or abandoned structure which is located partly underground, having direct access to light and air from windows located above the level of the adjoining ground.
- f) **Building.** Any structure enclosed and isolated by exterior walls constructed or used for, but not limited to, residence, business, industry or other public or private purposes, or accessory hereto, and also tents, lunch wagons, dining cars, trailers, and similar structures, whether stationary or movable.
- g) **Cellar.** A portion of a dwelling, structure or abandoned structure located partly or wholly underground having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.
- h) **Code Enforcement Officer (Officer).** The officer or officers who are authorized by ordinances adopted hereunder to exercise the powers prescribed by the ordinances and by Article 12 of Chapter 160D.
- i) **Deteriorated.** A dwelling, structure or abandoned structure that is unfit for human habitation and can be repaired, altered, or improved to comply with all of the minimum standards established by this chapter except at a cost in excess of 50 percent of its value, as determined by findings of the code enforcement officer.
- j) **Dilapidated.** A dwelling, structure or abandoned structure that is unfit for human habitation and cannot be repaired, altered, or improved to comply with all of the minimum standards established by this chapter at a cost not in excess of 50 percent of its value, as determined by findings of the code enforcement officer.
- k) **Dwelling.** Any building, structure, manufactured/mobile home, or part thereof which is wholly or partly used or intended to be used for living, sleeping or habitation by human occupants, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith. Temporary housing, as defined in this section, shall not be regarded as a dwelling. The term shall include within its meaning the terms "rooming house" and "rooming unit," as defined in this section.
- l) **Dwelling unit.** Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating.
- m) **Extermination.** The control and elimination of insects, rodents, or other pests by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the code enforcement officer.
- n) **Garbage.** Organic waste resulting from the handling, preparation, cooking, and consumption of food.
- o) **Governing body.** The Board of Commissioners of the Town of Hillsborough.
- p) **Habitable space or room.** A room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets, and storage spaces.
- q) **Infestation.** The presence, within or around a dwelling, structure, or abandoned structure of any insects, rodents, or other pests in such number as to constitute a menace to the health, safety, or welfare of the occupants or to the public.
- r) **Multiple dwelling.** Any dwelling containing five or more dwelling units.
- s) **Occupant.** Any person over one year of age, living, sleeping, cooking, or eating in, or having actual possession of a dwelling, dwelling unit, or rooming unit.
- t) **Operator.** Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.
- u) **Owner.** The holder of the title in fee simple and every mortgagee of record.
- v) **Parties in interest.** All individuals, associations, and corporations who have interests of record in a dwelling and any who are in possession thereof.
- w) **Plumbing.** All of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinders), sewage disposal pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer, or gas lines.

- x) **Public authority.** Any housing authority or any officer who is in charge of a department or branch of the government of the Town, County, or State relating to health, fire, building regulations, or other activities concerning dwellings in the Town.
- y) **Rooming unit.** Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.
- z) **Rooming house.** Any dwelling or that part of any dwelling containing one or more rooming units, in which space is let by owner or operator to three or more persons who are not husband and wife, son or daughter, mother or father, or sister or brother of the owner or operator.
- aa) **Rubbish.** Combustible and noncombustible waste materials, except garbage and ashes, and the term shall include, but not be limited to, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, metals, mineral matter, glass, crockery, and dust.
- bb) **Structure.** Anything constructed or erected, the use of which requires location on the land, or attachment to the land or something having a permanent location on the land such as billboards, signs, or fences.
- cc) **Substandard dwelling or structure.** A dwelling, dwelling unit, multiple dwelling, apartment house, structure, abandoned structure or any other space used or intended to be used as a habitable living space in any building or structure which does not meet the basic minimum requirements of this chapter for such use.
- dd) **Supplied.** Paid for, furnished, or provided by, or under the control of, the owner or operator.
- ee) **Temporary housing.** Any tent, trailer or other structure used for human shelter which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than 30 consecutive days.
- ff) **Tenant.** Any person who alone or jointly or severally with others occupies a residential building under a lease or holds a leasehold interest in a building.
- gg) **Unfit for human habitation.** Conditions existing in a dwelling, dwelling unit, rooming house, rooming unit, structure, or abandoned structure which violate or do not comply with one or more of the minimum standards of fitness or one or more of the requirements established by this chapter.

Sec. 4.3. Ordinance Authorized as to Repair, Closing, And Demolition: Order of Code Enforcement Officer

Upon the adoption of an ordinance finding that dwelling conditions of the character described in G.S. 160D-1201 exist within the Town of Hillsborough, the Governing Body is authorized to adopt and enforce ordinances relating to dwellings and abandoned structures within the planning and zoning extra-territorial jurisdiction that are unfit for human habitation. These ordinances shall include the following provisions:

- a) Designation of an enforcement officer. The Town's Code Enforcement Officer shall be designated to exercise the powers prescribed by the ordinance.
- b) Investigation, complaint, hearing. Whenever a petition is filed with the Code Enforcement Officer by a public official or by at least five (5) residents of the jurisdiction charging that any dwelling is unfit for human habitation or when it appears to the Code Enforcement Officer that any dwelling is unfit for human habitation, the Code Enforcement Officer shall, if a preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwellings a complaint stating the charges in that respect and containing a notice that an administrative hearing will be held before the Code Enforcement Officer, or the officer's designated agent, at a place within the Town of Hillsborough. The hearing shall be not less than ten (10) days nor more than thirty (30) days after the serving of the complaint. The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. The rules of evidence prevailing in courts of law shall not be controlling in administrative hearings before the Code Enforcement Officer.
- c) Orders. If, after notice and an administrative hearing, the Code Enforcement Officer determines that the dwelling under consideration is unfit for human habitation, the officer shall state in writing findings of fact

in support of that determination and shall issue and cause to be served upon the owner one (1) of the following orders, as appropriate:

- 1) Repair Order. If the repair, alteration, or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling, requiring the owner, within the time specified, to repair, alter, or improve the dwelling in order to render it fit for human habitation. The ordinance may fix a certain percentage of this value as being reasonable. The order may require that the property be vacated and closed only if continued occupancy during the time allowed for repair will present a significant threat of bodily harm, considering the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of eighteen (18) or occupants with physical or mental disabilities. The order shall state that the failure to make timely repairs as directed in the order shall make the dwelling subject to the issuance of an unfit order under Sec. 6-175(d).
- 2) Demolition Order. If the repair, alteration, or improvement of the dwelling cannot be made at a reasonable cost in relation to the value of the dwelling, requiring the owner, within the time specified in the order, to remove or demolish the dwelling. The ordinance may fix a certain percentage of this value as being reasonable. However, notwithstanding any other provision of law, if the dwelling is located in a historic district and the Historic District Commission determines, after an administrative hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. 160D-949 and an Repair Order issued according to the regulations outlined in the Demolition by Neglect process under the Historic District Commission.

d) Lis Pendens.

- 1) After a Code Enforcement Officer issues a complaint containing a notice of administrative hearing or issues an order pursuant thereto, the Town Clerk shall file a notice of Lis pendens with the Orange County Clerk of Superior Court. A copy of the complaint containing a notice of hearing, and a copy of the order shall be attached to the Lis pendens. When the Lis pendens is filed with the Clerk, it shall also be served on the owners and parties in interest in the building or dwelling, including any lien holders and tenants who may be determined by the exercise of reasonable diligence.
- 2) A Code Enforcement Officer may cancel the Lis pendens upon a determination by that Officer that the property fully complies with the Minimum Housing Code. Cancellations of the Lis pendens must be made in a writing signed by the Officer and filed with the Clerk of Court.

e) Repair, closing, and posting. If the owner fails to comply with an order to repair, alter, or improve or to vacate and close the dwelling, the Code Enforcement Officer may cause the dwelling to be repaired, altered, or improved or to be vacated and closed, and the Code Enforcement Officer may cause to be posted on the main entrance of any dwelling so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

Occupation of a building so posted shall constitute a Class 1 misdemeanor. The duties of the Code Enforcement Officer set forth in this subdivision shall not be exercised until the Governing Body shall have by ordinance ordered the Officer to proceed to effectuate the purpose of Article 12 of Chapter 160D with respect to the particular property or properties that the Officer shall have found to be unfit for human habitation and which property or properties shall be described in the ordinance. This ordinance shall be recorded in the office of the Orange County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.

- f) Demolition. If the owner fails to comply with an order to remove or demolish the dwelling, the Officer may cause such dwelling to be removed or demolished. The duties of the Officer set forth in this subdivision shall not be exercised until the Governing Body shall have by ordinance ordered the Officer to proceed to effectuate the purpose of Article 12 of Chapter 160D with respect to the particular property or properties that the Officer shall have found to be unfit for human habitation and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to demolish the structure or bring it into conformity with the building and/or housing code. This ordinance shall be recorded in the office of the Orange County Register of Deeds and shall be indexed in the name of the property owner in the grantor index.
- g) Abandonment of Intent to Repair. If the dwelling has been vacated and closed for a period of one (1) year pursuant to an ordinance adopted pursuant to Subsection (e) of this section or after a Code Enforcement Officer issues an order or proceedings have commenced under the substandard housing regulations regarding a dwelling to be repaired or vacated and closed as provided in this subdivision, then the Governing Body may find that the owner has abandoned the intent and purpose to repair, alter, or improve the dwelling in order to render it fit for human habitation and that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, and welfare of the Town in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling that might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State, then in such circumstances, the Governing Body may, after the expiration of such one (1) year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:
- 1) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days.
 - 2) If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty percent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.
 - 3) This ordinance shall be recorded in the Orange County Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this ordinance, the Code Enforcement Officer shall effectuate the purpose of the ordinance.
- h) Liens.
- 1) The amount of the cost of repairs, alterations, or improvements, or vacating and closing, or removal or demolition by the Code Enforcement Officer shall be realized in a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes.
 - 2) If the real property upon which the cost was incurred is located in an incorporated Town, then the amount of the cost is also a lien on any other real property of the owner located within the Town limits or within one (1) mile thereof except for the owner's primary residence. The additional lien provided in this sub-subdivision is inferior to all prior liens and shall be collected as a money judgment.
 - 3) If the dwelling is removed or demolished by the Code Enforcement Officer, the Town shall sell the materials of the dwelling, and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the Code

Enforcement Officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court. Nothing in this section shall be construed to impair or limit in any way the power of the Town to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise.

- i) Civil action. If any occupant fails to comply with an order to vacate a dwelling, the Officer may file a civil action in the name of the Town to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date, and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. If the summons appears to have been duly served and if at the hearing the Code Enforcement Officer produces a certified copy of an ordinance adopted by the Governing Body pursuant to Subsection (f) of this section authorizing the Officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal against any judgment entered hereunder by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgment may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the Governing Body has ordered the Officer to proceed to exercise his duties under subdivisions (4) and (5) of this section to vacate and close or remove and demolish the dwelling.
- j) Additional notices to affordable housing organizations. Whenever a determination is made pursuant to subdivision (3) of this section that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this section, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of 45 days from the mailing of such notice shall be given before removal or demolition by action of the Officer, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The Officer or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the Officer to wait forty-five (45) days before causing removal or demolition.

Sec. 4.4. Standards

This ordinance adopted under Article 12 of Chapter 160D provides that the Code Enforcement Officer may determine that a dwelling is unfit for human habitation if the Officer finds that conditions exist in the dwelling that render it dangerous or injurious to the health, safety, or welfare of the occupants of the dwelling, the occupants of neighboring dwellings, or other residents of the jurisdiction. Defective conditions include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; or uncleanness. This ordinance provides the following additional standards to guide the Officers in determining the fitness of a dwelling for human habitation:

- a) Compliance with standards required.
 - 1) Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with the conditions and standards below.

- 2) No person shall occupy as owner-occupant or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with the conditions and standards listed below.
 - 3) Full compliance with a standard means that if any part of the stated standard is not complied with by a particular dwelling, then that dwelling has failed to fully comply with the enumerated standard. For example, in regard to standard (b)(10) below, if all standards are met in a dwelling except that a supply of hot water is not provided then the dwelling fails to fully comply with standard (b)(10).
- b) If the Officer finds one (1) or more of the following conditions to exist in a dwelling, then the dwelling is rendered unfit for human habitation:
- 1) Interior walls or vertical studs which seriously list, lean or buckle to such an extent as to render the dwelling unsafe.
 - 2) Supporting member or members which show thirty-three (33) percent or more damage or deterioration, or non-supporting, enclosing or outside walls or covering which shows fifty (50) percent or more of damage or deterioration.
 - 3) Floors or roofs which have improperly distributed loads, which are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
 - 4) Such damage by fire, wind, or other causes as to render the dwelling unsafe.
 - 5) Dilapidation, decay, unsanitary conditions, or disrepair which is dangerous to the health, safety or welfare of the occupants or other people in the Town.
 - 6) Inadequate facilities for egress in case of fire or panic.
 - 7) Defects significantly increasing the hazards of fire, accident, or other calamities.
 - 8) Lack of adequate ventilation, light, heating, or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or other residents of the Town.
 - 9) Lack of proper electrical, heating, or plumbing facilities required by this Article which constitutes a definite health or safety hazard.
 - 10) Lack of connection to a potable water supply and/or to the public sewer or other approved sewage disposal system, the lack of either one (1) of which renders a dwelling unfit for human habitation. For the purposes of this standard, a dwelling is not connected to a potable water supply if the water supply has been "cut off" because of nonpayment of the water bill pursuant to the Town's utilities ordinances or otherwise or if the system for any reason is not receiving a flow of potable water to the tap.
- c) If the Officer finds seven (7) or more of the following standards that a dwelling fails to fully comply with, then the dwelling is rendered unfit for human habitation:
- 1) Structural Standard - Structural Integrity. Walls, partitions, supporting members, sills, joists, rafters, or other structural members shall not list, lean or buckle, shall not be rotted, deteriorated, or damaged, and shall not have holes or cracks which might admit rodents.
 - 2) Structural Standard - Supports. Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used.
 - 3) Structural Standard - Foundations. Foundations, foundation walls, piers or other foundation supports shall not be deteriorated or damaged.
 - 4) Structural Standard - Steps. Steps, stairs, landings, porches or other parts or appurtenances shall be maintained in such condition that they will not fail or collapse.
 - 5) Structural Standard - Egress. Adequate facilities for egress in case of fire or panic shall be provided.
 - 6) Structural Standard - Interior Materials. Interior walls and ceilings of all rooms, closets and hallways shall be furnished of suitable materials which will, by use of reasonable household methods,

promote sanitation and cleanliness, and shall be maintained in such a manner so as to enable the occupants to maintain reasonable privacy between various spaces.

- 7) Structural Standard – Weatherization. The roof, flashings, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained to be weather and watertight.
- 8) Structural Standard – Chimneys. There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or location as to constitute a fire hazard.
- 9) Structural Standard – Floors. There shall be no use of the ground for floors, or wood floors on the ground.
- 10) Plumbing Standard – Facilities. Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet, and an adequate supply of both cold water and hot water. All water shall be supplied through an approved pipe distribution system connected to a potable water supply. For the purposes of this standard, a dwelling is not connected to a potable water supply if the water supply has been "cut off" because of non-payment of the water bill or otherwise or if the system for any reason is not receiving a flow of potable water to the tap.
- 11) Plumbing Standard – Maintenance. All plumbing fixtures shall meet the standards of the State Plumbing Code and shall be maintained in a state of good repair and in good working order.
- 12) Plumbing Standard – Accessible. All required plumbing fixtures shall be located within the dwelling and be accessible to the occupants of the same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.
- 13) Heating Standard – Generally. Every dwelling shall have facilities for providing heat in accordance with either paragraph (a) or (b) below. Such facilities shall be maintained in a state of good repair and good working order.
 - a. Central and electrical heating systems. Every central or electric heating system shall be of sufficient capacity so as to heat all habitable rooms, bathrooms, and water closet compartments in every dwelling to which it is connected with a minimum temperature of seventy (70) degrees Fahrenheit measured at a point three (3) feet above the floor during average winter conditions.
 - b. Other heating facilities. Where a central or electric heating system is not provided, each dwelling shall be provided with sufficient electrical receptacles, fireplaces, chimneys, flues, or gas vents whereby heating appliances may be connected so as to heat all habitable rooms, bathrooms, and water closet compartments with a minimum temperature of seventy (70) degrees Fahrenheit measured three (3) feet above the floor during average winter conditions.
- 14) Electrical Standard – Wiring. Every dwelling shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two (2) floor or wall type electrical convenience receptacles, connected in such manner as determined by the State Electric Code. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least one (1) supplied ceiling or wall type electric light fixture. In the event wall or ceiling light fixtures are not provided in any habitable room, then each such habitable room shall contain at least three (3) floor or wall type electric convenience receptacles.
- 15) Electrical Standard - Hall Lights. Every public hall and stairway in every multiple dwelling shall always be adequately lit by electric lights when natural light is not sufficient.
- 16) Electrical Standard – Maintenance. All fixtures, receptacles, equipment, and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the State Electric Code.
- 17) Ventilation Standard – Generally. Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be ten percent of the floor area of such room. Whenever walls d

other portions of structures face a window of any such room and such light obstructions are located less than five (5) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight type window in the top of such a room, the total window area of such skylight shall equal at least fifteen percent of the total floor area of such room.

- 18) Ventilation Standard - Habitable rooms. Every habitable room shall have at least one (1) window or skylight which can easily be opened, or such other device as will adequately ventilate the room. The total openable window area in every habitable room, shall be equal to at least forty-five percent (45%) of the minimum window area size or minimum skylight type window size as required, or shall have other approved equivalent ventilation.
- 19) Ventilation Standard - Bathroom and water closet room. Every bathroom equipped with more than one (1) water closet compartment shall comply with the light and ventilation requirements for habitable rooms.
- 20) Space, Use, and Location Standard – Room sizes. Every dwelling unit shall contain at least the minimum room size in each habitable room as required by the State Residential Building Code. (Floor area shall be calculated based on habitable room area. However, closet area and wall area within the dwelling may count for not more than ten percent of the required habitable floor area. The floor area of any part of any room where the ceiling height is less than four and one-half (4½) feet shall not be considered as a part of the floor area in computing the total area of the room to determine maximum permissible occupancy.) Every dwelling unit shall contain at least one hundred fifty (150) square feet of habitable floor area for the first occupant, at least one hundred (100) square feet of additional habitable area for each of the next three (3) occupants, and at least seventy-five (75) square feet of additional habitable floor area for each additional occupant. In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age and over, and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.
- 21) Space, Use, and Location Standard – Ceiling Height. At least one-half (½) of the floor area of every habitable room shall have a ceiling height of not less than seven feet and six inches (7'-6").
- 22) Space, Use, and Location Standard – Cellar. No cellar shall be used for living purposes unless:
 - a. the floor and walls are substantially watertight.
 - b. the total window area, total openable window area and ceiling height are equal to those required for a habitable room.
 - c. the required minimum window area of every habitable room is entirely above the grade adjoining such window area, except where the windows face a stairwell, window well or access way.
- 23) Safe and Sanitary Maintenance Standard – Exterior foundation, walls, and roofs. Every foundation wall, exterior wall and exterior roof shall be substantially weather tight and rodent proof; shall be kept in sound condition and good repair; shall be capable of affording privacy; shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance of penetration of moisture or the weather.
- 24) Safe and Sanitary Maintenance Standard – Interior floors, walls, and ceilings. Every floor, interior wall and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

- 25) Safe and Sanitary Maintenance Standard – Windows and doors. Every window, exterior door, basement or cellar door and hatchway shall be substantially weather tight, water- tight and rodent proof; and shall be kept in sound working condition and good repair.
- 26) Safe and Sanitary Maintenance Standard – Stair's porches and appurtenances. Every inside and outside stair, porch and any appurtenances thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.
- 27) Safe and Sanitary Maintenance Standard – Bathroom and kitchen floors. Every bathroom and kitchen floor surface and water closet compartment floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such floor to be easily kept in sound condition and good repair.
- 28) Safe and Sanitary Maintenance Standard – Supplied facilities. Every supplied facility, piece of equipment or utility which is required under this Article shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.
- 29) Safe and Sanitary Maintenance Standard – Drainage. Every yard shall be properly graded so as to obtain thorough drainage and so as to prevent the accumulation of stagnant water.
- 30) Safe and Sanitary Maintenance Standard – Smoke Detector Systems. Every dwelling unit shall be provided with an approved listed smoke detector installed in accordance with the manufacturer's recommendations and listing. When activated, the detector shall provide an audible alarm. The detector shall be tested in accordance with and meet the requirements of UL 217, Single and Multiple Station Smoke Detectors.
- 31) Safe and Sanitary Maintenance Standard – Carbon Monoxide Alarm. Carbon monoxide alarms shall be provided in dwelling units in accordance with the NC Residential Code.
- 32) Insect, Rodent & Infestation Control Standard – Screens. For protection against mosquitoes, flies, and other insects ever, dwelling shall have:
 - a. Supplied and installed screens on every door opening leading directly from the dwelling to outdoor space. Except, that sliding doors, doors with self-closing devices, doors on mobile homes with self-closing devices and doors that open into rooms of living spaces that are artificially ventilated or air conditioned are exempt from this provision.
 - b. Supplied and installed screens on every window or other device with an opening to outdoor space, except that this requirement shall not apply for any room or rooms of a dwelling that are ventilated year-round with an operable and installed heating and air conditioning system.
- 33) Insect, Rodent & Infestation Control Standard – Rodent Control. Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with screens installed or such other approved device as will effectively prevent their entrance.
- 34) Insect, Rodent & Infestation Control Standard – Infestation. Every dwelling shall be maintained in a manner to be free of any infestations of insects, rodents, or other pests. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one (1) dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one (1) infested. Whenever infestation exists in two (2) or more of the dwelling units in any dwelling or in the shared or public parts of any dwelling containing two (2) or more dwelling units, extermination shall be the responsibility of the owner.
- 35) Insect, Rodent & Infestation Control Standard – Rubbish storage and disposal. Every dwelling shall be supplied with approved containers and covers for storage of rubbish as required by Town ordinances, and the owner, operator, or agent in control of such dwelling or dwelling unit shall be responsible for the removal of rubbish.

- 36) Insect, Rodent & Infestation Control Standard – Garbage storage and disposal. Every dwelling shall be supplied with an approved garbage disposal facility, which may be an adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit or an incinerator unit, to be approved by the Officer, in the structure for the use of the occupants of each dwelling unit, or an approved outside garbage container as required by Town ordinances.
- 37) Rooming House Standard – Water closet, hand lavatory and bath facilities. At least one (1) water closet, lavatory basin and bathtub or shower, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming house wherever such facilities are shared. All such facilities shall be located within the residence building served, shall be directly accessible from a common hall or passageway and shall not be more than one (1) story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.
- 38) Rooming House Standard – Minimum floor area for sleeping purposes. Every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age and over and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.
- 39) Rooming House Standard – Sanitary conditions. The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for the sanitary maintenance of every other part of the rooming house; and shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator.
- 40) Rooming House Standard – Sanitary facilities. Every water closet, flush urinal, lavatory basin and bathtub or shower required by Sec. 8-79(c)(36) shall be located within the rooming house and within a room or rooms which afford privacy and are separate from the habitable rooms, and which are accessible from a common hall and without going outside the rooming house or through any other room therein.
- d) Rooming House Standards Exception. All of the provisions of this Article, and all of the minimum standards and requirements of this Article, shall be applicable to rooming houses, and to every person who operates a rooming house or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the subsections 36-39 of Secs. 8-79(c).
- e) Structure and materials. Ceilings, walls, and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts, or other serious damage. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling.
- f) Access. The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties. The building shall provide an alternate means of egress in case of fire (such as fire stairs or egress through windows).
- g) Space and security. A living room, kitchen area and bathroom shall be present and shall contain at least one (1) sleeping or living/sleeping room of appropriate size for each two (2) persons. Exterior doors and windows accessible from outside the dwelling shall be lockable.
- h) Heating system. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

Sec. 4.5. Service Of Complaints and Orders

- a) Complaints or orders issued by a Code Enforcement Officer pursuant to an ordinance adopted under Article 12 of Chapter 160D shall be served upon persons either personally or by certified mail. When served

is made by certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the certified mail is unclaimed or refused but the regular mail is not returned by the post office within ten (10) days after the mailing. If regular mail is used, notice of the pending proceedings shall be posted in a conspicuous place on the premises affected and shall be assumed to be served.

- b) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Officer in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by certified mail, and the Officer makes an affidavit to that effect, then the serving of the complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the jurisdiction at least once no later than the time at which personal service would be required under the provisions of Article 12 of Chapter 160D. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected and shall be assumed to be served.

Sec. 4.6. Periodic Inspections

- a) Except as provided in Sec. 8-81(b), the Code Enforcement Officer may make periodic inspections only when there is reasonable cause to believe that unsafe, unsanitary, or otherwise hazardous or unlawful conditions may exist in a residential building or structure. However, when the Officer determines that a safety hazard exists in one (1) of the dwelling units within a multifamily building, which in the opinion of the officer poses an immediate threat to the occupant, the Officer may inspect, in the absence of a specific complaint and actual knowledge of the unsafe condition, additional dwelling units in the multifamily building to determine if that same safety hazard exists. For purposes of this section, the term "reasonable cause" means any of the following:
 - 1) the landlord or owner has a history of more than two (2) verified violations of the housing ordinances or codes within a twelve (12)-month period,
 - 2) there has been a complaint that substandard conditions exist within the building or there has been a request that the building be inspected,
 - 3) the planning department has actual knowledge of an unsafe condition within the building, or
 - 4) violations of the Town ordinances or codes are visible from the outside of the property. In conducting inspections authorized under this section, the Officer shall not discriminate between single-family and multifamily buildings or between owner-occupied and tenant-occupied buildings. In exercising this power, the Officer shall have a right to enter on any premises within the jurisdiction of the Town at all reasonable hours for the purposes of inspection or other enforcement action, upon presentation of proper credentials. Nothing in this section shall be construed to prohibit periodic inspections in accordance with State Fire Prevention Code or as otherwise required by State law.
- b) In no event may the Town do any of the following:
 - 1) adopt or enforce any ordinance that would require any owner or manager of rental property to obtain any permit or permission under Article 11 or Article 12 of Chapter 160D from the Town to lease or rent residential real property or to register rental property with the Town, except for those individual properties that have more than four (4) verified violations in a rolling twelve (12)-month period or two (2) or more verified violations in a rolling thirty (30)-day period, or upon the property being identified within the top ten percent (10%) of properties with crime or disorder problems as set forth in a local ordinance,
 - 2) require that an owner or manager of residential rental property enroll or participate in any governmental program as a condition of obtaining a certificate of occupancy,

- 3) levy a special fee or tax on residential rental property that is not also levied against other commercial and residential properties, unless expressly authorized by general law or applicable only to an individual rental unit or property described in Sec. 8-81(c)(1) and the fee does not exceed five hundred dollars (\$500.00) in any twelve (12)-month period in which the unit or property is found to have verified violations,
- 4) provide that any violation of a rental registration ordinance is punishable as a criminal offense, or
- 5) require any owner or manager of rental property to submit to an inspection before receiving any utility service provided by the Town.
- 6) For purposes of this section, the term "verified violation" means all of the following:
 - a. The aggregate of all violations of housing ordinances or codes found in an individual rental unit of residential real property during a seventy-two (72)-hour period.
 - b. Any violations that have not been corrected by the owner or manager within twenty-one (21) days of receipt of written notice from the Town of the violations. Should the same violation occur more than two (2) times in a twelve (12)-month period, the owner or manager may not have the option of correcting the violation. If the housing code provides that any form of prohibited tenant behavior constitutes a violation by the owner or manager of the rental property, it shall be deemed a correction of the tenant-related violation if the owner or manager, within thirty (30) days of receipt of written notice of the tenant-related violation, brings a summary ejectment action to have the tenant evicted.
- c) If a property is identified by the Code Enforcement Officer as being in the top ten percent (10%) of properties with crime or disorder problems, the Officer shall notify the landlord of any crimes, disorders, or other violations that will be counted against the property to allow the landlord an opportunity to attempt to correct the problems. In addition, the Officer and the County sheriff's office or Town's police department shall assist the landlord in addressing any criminal activity, which may include testifying in court in a summary ejectment action or other matter to aid in evicting a tenant who has been charged with a crime. If the County sheriff's office or Town's police department does not cooperate in evicting a tenant, the tenant's behavior or activity at issue shall not be counted as a crime or disorder problem as set forth in the local ordinance, and the property may not be included in the top ten percent (10%) of properties as a result of that tenant's behavior or activity.
- d) If the Officer takes action against an individual rental unit under this section, the owner of the individual rental unit may appeal the decision to the Board of Adjustment (Board of Appeals) acting as the Housing Appeals Board. The board shall fix a reasonable time for hearing appeals, shall give due notice to the owner of the individual rental unit, and shall render a decision within a reasonable time. The owner may appear in person or by agent or attorney. The board may reverse or affirm the action, wholly or partly, or may modify the action appealed from, and may make any decision and order that in the opinion of the board ought to be made in the matter.

Sec. 4.7. Remedies

- a) As authorized by G.S. 160D-305, this ordinance provides for the Board of Adjustment (Board of Appeals) to act as the Housing Appeals Board. An appeal from any decision or order of the Code Enforcement Officer is a quasi-judicial matter and may be taken by any person aggrieved thereby or by any officer, board, or commission of the Town. Any appeal from the Officer shall be taken within ten (10) days from the rendering of the decision or service of the order by filing with the Officer and with the Board of Adjustments (Board of Appeals) a notice of appeal that shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Officer shall forthwith transmit to the board all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the Officer refusing to allow the person aggrieved thereby to do any act, the decision remains in force until modified or reversed. When any appeal is from a decision of the Officer requiring the person aggrieved t

do any act, the appeal has the effect of suspending the requirement until the hearing by the board, unless the Code Enforcement Officer certifies to the board, after the notice of appeal is filed with the officer, that because of facts stated in the certificate, a copy of which shall be furnished the appellant, a suspension of the requirement would cause imminent peril to life or property. In that case the requirement is not suspended except by a restraining order, which may be granted for due cause shown upon not less than one (1) day's written notice to the Officer, by the board, or by a court of record upon petition made pursuant to Sec. 6-161(d).

- b) The Board of Adjustments (Board of Appeals) shall fix a reasonable time for hearing appeals, shall give due notice to the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board of Adjustments (Board of Appeals) may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make any decision and order that in its opinion ought to be made in the matter, and, to that end, it has all the powers of the Officer, but the concurring vote of four (4) members of the Board of Adjustments (Board of Appeals) is necessary to reverse or modify any decision or order of the Officer. The Board of Adjustments (Board of Appeals) also has power in passing upon appeals, when unnecessary hardships would result from carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance is observed, public safety and welfare secured, and substantial justice done.
- c) Every decision of the Board of Adjustments (Board of Appeals) is subject to review by proceedings in the nature of certiorari instituted within fifteen (15) days of the decision of the board, but not otherwise.
- d) Any person aggrieved by an order issued by the Officer, or a decision rendered by the Board of Adjustments (Board of Appeals) may petition the superior court for an injunction restraining the Officer from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the Officer pending a final disposition of the cause. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. Hearings shall be held by the court on a petition within twenty (20) days and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It is not necessary to file the bond in any amount before obtaining a temporary injunction under this subsection.
- e) If any dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of Article 12 of Chapter 160D or of any ordinance or code adopted under authority of Article 12 of Chapter 160D or any valid order or decision of the Officer or the Governing Body made pursuant to any ordinance or code adopted under authority of Article 12 of Chapter 160D, the Officer or the Governing Body may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration, or use; to restrain, correct, or abate the violation; to prevent the occupancy of the dwelling; or to prevent any illegal act, conduct, or use in or about the premises of the dwelling.

Sec. 4.8. Compensation to Owners of Condemned Property

Nothing in Article 12 of Chapter 160D shall be construed as preventing the owner or owners of any property from receiving just compensation for the taking of property by the power of eminent domain under the laws of this State nor as permitting any property to be condemned or destroyed except in accordance with the police power of the State.

Sec. 4.9. Powers of Code Enforcement Officer

Pursuant to NCGS 160D-1210, the Officer shall have the following powers:

- a) To investigate the dwelling conditions in the Town's planning and development regulation jurisdiction in order to determine which dwellings therein are unfit for human habitation.
- b) To administer oaths, affirmations, examine witnesses, and receive evidence.
- c) To enter upon premises for the purpose of making examinations in a manner that will do the least possible inconvenience to the persons in possession.

- d) To appoint and fix the duties of officers, agents, and employees necessary to carry out the purposes of the ordinances.
- e) To delegate any of his or her functions and powers under the ordinance to other officers and other agents.
- f) To carry out the objectives of this article with respect to such dwellings.
- g) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated.
- h) To keep record of the results of inspection made under this article and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed.
- i) To perform such other duties as may be herein prescribed.

Sec. 4.10. Administration of Ordinance

Pursuant to NCGS 160D-1211, the finance officer and appropriate staff shall prepare an estimate of the annual expenses or costs to provide the equipment, personnel, and supplies necessary for periodic examinations and investigations of the dwellings for the purpose of determining the fitness of dwellings for human habitation and for the enforcement and administration of its ordinances adopted under Article 12 of Chapter 160D. The Town is authorized to make appropriations from its revenues necessary for this purpose and may accept and apply grants or donations to assist it.

Sec. 4.11. Supplemental Nature of Ordinance

Pursuant to NCGS 160D-1212, nothing in this Ordinance shall be construed to abrogate or impair the powers of the courts or of any department of the Town to enforce any provisions of its charter or its ordinances or regulations nor to prevent or punish violations thereof. The powers conferred by this Article shall be supplemental to the powers conferred by any other law in carrying out the provisions of the ordinances.

Sec. 4.12. Accessory Structures

- a) Fences and other accessory structures shall either be maintained in a safe and substantial condition or demolished and removed.
- b) Exterior surfaces, not inherently resistant to deterioration, shall be treated with protective coating, such as paint or other suitable preservative, and with sufficient frequency to prevent deterioration.
- c) Any electrical, plumbing, heating or other utilities furnished with an accessory structure shall be installed in accordance with applicable code provisions; and maintained in a safe condition.
- d) Every accessory structure shall be properly maintained in a clean and sanitary condition and free from physical hazards and other matter detrimental to the public health.

Sec. 4.13 Demolition of Dwellings

Where a building is under the jurisdiction of this Code, the building may be demolished by the owner provided that the following requirements are met:

- a) Obtain a Demolition Permit from the Orange County Building Inspections Department.
- b) Remove and properly dispose of all asbestos containing materials (ACM's).
- c) Properly close off and disconnect all electric, sanitary sewer, gas, water and similar taps or connections.
- d) Grade the lot to a smooth, even, finished grade, free from building material, debris, holes, and/or depressions. Where building debris remains on the site below street level, the owner must back fill the lot with no less than twelve (12) inches of clean fill which shall be graded to a smooth, even finished grade over any remaining debris; and
- e) Where walls of adjacent buildings become exposed as a result of the demolition, said walls must have all doors, windows, vents or other similar openings closed with material of the type comprising the wall. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stucco, or bricked by such building's owner so as not to detract from the aesthetics and value of the adjacent property and weatherproofed, if necessary, to prevent deterioration of the wall.

Sec. 4.14. Alternative Remedies

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the Town to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this article by criminal process as authorized by G.S. 14-4 and section 1-12, and the enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.

Sec. 4.15. Conflict with Other Provisions

In the event any provision, standard or requirement of this article is found to be in conflict with any provision of any other ordinance or code of the Town, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the Town shall prevail.

Sec. 4.16. Violations; Penalty

- a) It shall be unlawful for the owner to occupy or to permit the occupancy by others or for anyone to occupy a dwelling which has been posted with the notices authorized by this Article after the time prescribed in the notice for the vacation of said dwelling. Each day's occupancy after said date shall be a separate and distinct offense.
- b) Any owner of a dwelling who fails to comply with an order to repair, vacate and close or demolish any dwelling determined to be unfit for human habitation pursuant to the provisions contained in this Article, or who permits the re-occupancy of an unfit dwelling in violation of this Article shall be subject to a civil penalty of \$100.00 for the first day following the expiration of an order to repair, vacate and close or demolish any dwelling or following a determination that an unfit dwelling has been reoccupied in violation of this Article. In each instance, a penalty of \$100.00 per day shall be imposed for each subsequent day that the unfit dwelling remains in violation of an order issued pursuant to this Article or in violation of this Article. If a person fails to pay the civil penalty within 30 days after being notified of the amount due, the Town may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.
- c) Any owner of a dwelling whose property shall be subject to an order to repair, vacate and close, or demolish said dwelling or who permits the re-occupancy of an unfit dwelling as provided in subsection (c) shall on the second offense occurring within 1 year be subject to an additional civil penalty of \$100.00 for the first day following the expiration of the order to repair, vacate and close or demolish said dwelling or the unlawful re-occupancy of the unfit dwelling. In each instance, a penalty of \$100.00 per day shall be imposed for each subsequent day that the unfit dwelling remains in violation of the order or remains unlawfully occupied. If a person fails to pay the civil penalty within 30 days after being notified of the amount due, the Town may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.
- d) Any owner of a dwelling who fails to comply with an order to repair, vacate and close or demolish any dwelling determined unfit for human habitation pursuant to the provisions contained in this Article shall be subject to an additional civil penalty of \$100.00 for the first day following the effective date of a Town Ordinance declaring said dwelling to be unfit for human habitation or ordering it to be repaired or demolished. In each instance, a penalty of \$100.00 per day shall be imposed for each subsequent day that the unfit dwelling remains in violation of the Ordinance or remains unlawfully occupied. If a person fails to pay the civil penalty within 30 days after being notified of the amount due, the Town may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of a suit to collect a debt.
- e) When the building is declared unsafe the person in violation shall be guilty of a misdemeanor and shall be punished as provided by law.

Sec. 4.17. Administrative Fee

In addition to any other charge, any owner of a dwelling, dwelling unit or rooming unit located within the Town and its extraterritorial jurisdiction shall be subject to an administrative fee of \$150.00 upon an inspection hearing disclosing violations of minimum housing code standards.

In addition to any other charge, any owner of a dwelling, dwelling unit or rooming unit located within the Town and its extraterritorial jurisdiction shall be subject to an administrative fee of \$150.00 upon any additional inspection hearing disclosing violations of minimum housing code standards within the same 12-month period. The property owner may also be assessed for any costs incurred in obtaining service including legal publication of notice of complaint charges, hearing notice and findings of fact and orders related to the dwelling.

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5

Noes: 0

Absent or excused: 0



Sarah E. Kimrey

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending Section II-58: Nuisance Abatement Through Section II-63: Order

The Hillsborough Board of Commissioners ordains:

Section 1. The Code of Ordinances shall be amended as follows:

Sec. 11-58. Nuisance abatement.

- (a) Upon the determination that a property is a nuisance, as defined in this chapter, the code enforcement officer will notify the person in possession of the property and the current owner of record of their findings and a clear written description of the necessary corrective actions. This notice will be either by certified mail with a return receipt or via personal delivery. If corrective action has not been taken within ten (10) days of receipt of the notice of the nuisance by the person in possession of the property, the town will proceed with the abatement procedure in subsection (c) of this section.
- (b) In the case where the person in possession of the property cannot be contacted through certified mail or personal delivery, the property will be publicly posted with a notice of the nuisance. In the case of a property posting, the responsible party will have twenty (20) days to take corrective action. Personal delivery of a written notice shall be documented through a signed acknowledgment of receipt. A photo of property posting will be taken and retained in the case file.
- (c) The Town of Hillsborough will take action to abate nuisance situations through one of the following methods:
 - (1) Arrange a written agreement with the responsible party to establish special collections at the property for a fee established by the sanitation superintendent;
 - (2) Arrange for town staff to bring the property into compliance for a fee established by the sanitation superintendent to cover the town's expenses for labor, equipment, and disposal; or
 - (3) Arrange for a private contractor to bring the property into compliance for a negotiated fee.
- (d) The responsible party and property owner will receive written notification of the correction method and cost involved five working days before corrective action is taken.
- (e) Fees for special collections will be collected as stated in section 11-21. Other abatement fees will be collected through a payment schedule or as a lien on the property, at the discretion of the town manager in consultation with the code enforcement officer, finance director, and responsible party.

Part II. Extraordinary Remedies

Sec. 11-59. Summary abatement of conditions dangerous or prejudicial to public health.

If the Board concludes, after notice and hearing as provided in this part, that any condition or situation prohibited by this chapter or any other condition or situation is dangerous or prejudicial to the public health or safety, it may order town officials to summarily remove, abate, or remedy everything so found within the town limits. The expense of this action shall be paid by the person in default and, if not paid, shall be a lien upon the land or premises where the trouble arose and shall be collected as unpaid taxes.

Sec. 11-60. Notice required.

- (a) Before the action authorized by section 11-59 is taken, notice shall be sent to the respondent, informing them:
 - (1) What condition or situation is alleged to be dangerous or prejudicial to the public health or safety;
 - (2) When and where the Board will meet to hold a hearing on the issue of whether the condition cited is dangerous or prejudicial to public health;
 - (3) That if the Board determines that the cited condition is dangerous or prejudicial to public health or safety, it may order town officials to summarily abate, remedy, or correct the offending condition;
 - (4) That the expense incurred by the town in connection with the actions described in subsection (a)(3) of this section, if not paid by the respondent, shall become a lien upon the land where the offending condition is located, to be collected as unpaid taxes.

Sec. 11-61 Notice to Abate.

- (a) Whenever it shall come to the attention of the Code Enforcement Officer that there exists on any lot or parcel of land in the Town any of the conditions enumerated in Section 11-60, the Code Enforcement Officer shall give the owner a notice to promptly abate such conditions within ten (10) calendar days from the date of such written notice.
- (b) The notice of violation letter:
 - (1) Shall be delivered to the property owner and indicate that the violation exists, and that the violation must be remedied within ten (10) days of the date of the letter.
 - (2) May be delivered to any person liable, including the occupant of the property and/or the person undertaking the work or activity.
 - (3) Shall be delivered by personal delivery, electronic delivery, or certified and first-class mail.
 - (4) Shall be posted in a conspicuous place on the property.
 - (5) Shall state that upon expiration of the ten (10) day warning period, the offender shall be subject to a civil penalty:
- (c) Such written notice:
 - (1) May be delivered to any person liable, including the occupant of the property and/or the person undertaking the work or activity;
 - (2) Shall be delivered by personal delivery, electronic delivery, or certified and first-class mail;
 - (3) Shall be posted in a conspicuous place on the property; and
 - (4) Shall state that upon expiration of the ten (10) day warning period, the offender shall be subject to a civil penalty:
- (d) For purposes of this part, the respondent is the person who is responsible for the offending condition, as well as the owner of the property where the offending condition is located, if different from the former.

Sec. 11-62. Hearing procedures.

At the hearing held pursuant to this part, the town administration shall be responsible for presenting sufficient evidence to the Board to substantiate a finding that a condition exists that is dangerous or prejudicial to the public health or safety. The Board may consider all reliable evidence and need not be bound by the strict rules of evidence applicable to courts of law, but all witnesses shall be sworn. The respondent may be represented by counsel and may present evidence. All parties may cross examine adverse witnesses. At the conclusion of the hearing, the Board shall make findings of fact, state its conclusions, and enter an appropriate order. The Board's

findings of fact, conclusion and order shall be reduced to writing and a copy sent by mail or delivered to the respondent within 30 days following the hearing.

Sec. 11-63. Order.

If the Board concludes that a situation or condition exists that is dangerous or prejudicial to the public health or safety, it may:

- (1) Order appropriate town officials or employees to summarily remove, abate or remedy everything so found and to assess the cost of this action against the respondent in accordance with section 11-59; or
- (2) Order the respondent to correct the situation within a specified time period and order town officials to abate, correct, or remedy the offending condition if the respondent fails to act within the prescribed time limits. If town officials are required to take corrective action, the costs shall be assessed against the respondent in accordance with section 11-59.

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0



Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending Chapter II, Article IV: Abandoned, Junked Motor Vehicles

The Hillsborough Board of Commissioners ordains:

Section 1. The Code of Ordinances shall be amended as follows:

ARTICLE IV. - ABANDONED, NUISANCE, AND AESTHETIC NUISANCE MOTOR VEHICLES

Sec. 11-26 Definitions

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Abandoned motor vehicle. As defined in G.S. 160A-303 as written or subsequently amended, a motor vehicle that:

- (a) Has been left upon a street or highway in violation of a law or ordinance prohibiting parking; or
- (b) Is left on property owned or operated by the Town for longer than 24 hours without the consent of the Town; or
- (c) Is left on private property without the consent of the owner or occupant or lessee thereof for longer than two hours; or
- (d) Is left on any public street or highway for longer than seven days or is determined by law enforcement to be a hazard to the motoring public.

Aesthetic nuisance vehicle. A junked motor vehicle on public or private property that has been determined by authorizing officials of the police or planning departments to be so offensive to the sight as to damage the community, neighborhood, or general area appearance. In making the determination, the authorizing official must find that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner. Such findings shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood, or area appearance. Factors that may be considered are protection of property values, promotion of tourism, indirect protection of health and safety, preservation of the character, and integrity of the community, or promotion of the comfort, happiness, and emotional stability of area residents, provided that this definition shall not apply to any motor vehicle that is used on a regular basis for business or personal use nor shall it apply to the removal or disposal of a motor vehicle kept or stored at a lawfully established bona fide "auto graveyard" or "junkyard" as defined in G.S. 136-143.

Antique motor vehicle. A motor vehicle but not a reproduction thereof, manufactured more than 25 years prior to the current year and which, because of discontinued production and limited availability, is considered to be a model or make of significant value to collectors or exhibitors and which has been maintained in or restored, or will be maintained in or restored to a condition which is substantially in

conformity with the manufacturer's specifications and appearance, and is listed for ad valorem taxes in Orange County.

Authorized official. The supervisory employee of the police and/or planning office designated to authorize the removal of vehicles under the provisions of this article.

Junked motor vehicle. As defined in G.S. 160A-303 as written or subsequently amended, a motor vehicle that does not display a current license plate lawfully upon that vehicle and:

- (a) Is partially dismantled or wrecked; or
- (b) Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
- (c) Is more than five years old and appears to be worth less than \$500.

Motor vehicle or vehicle. As defined in G.S. 160A-303 as written or subsequently amended, all machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

Nuisance vehicle. A motor vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance, or unlawful, including a vehicle found to be any of the following:

- (a) A breeding ground or harbor for mosquitoes, other insects, rats, or other pests; or
- (b) A point of heavy growth of weeds or other noxious vegetation over eight inches in height; or
- (c) A point of collection of pools or ponds of water; or
- (d) A point of concentration of quantities of gasoline, oil, or other flammable or explosive materials as evidenced by odor; or
- (e) One that has areas of confinement that cannot be operated from the inside, such as trunks, hoods, and the like; or
- (f) So situated or located that there is a danger of it falling or turning over; or
- (g) One that is a point of collection of garbage, food waste, animal waste, or any other matter that is rotten or likely to decay; or
- (h) One that has sharp parts which are jagged or contain sharp edges of metal or glass; or
- (i) Any other vehicle specifically declared a health and safety hazard or a public nuisance by the Governing Body.

Tow. As used in this article, the word tow in any of its forms shall mean removing a vehicle by any means including towing and storing the vehicle.

Sec. 11-27 Abandoned, Nuisance, and Aesthetic Nuisance Vehicles Unlawful; Towing Authorized; Responsibility for Costs

- (a) *Abandoned vehicles.* It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle to abandon the motor vehicle on public or private property within the Town's municipal boundaries for such time and under such circumstances as to cause the vehicle to appear to have been abandoned.
- (b) *Nuisance vehicles.* It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle or for the owner, lessee, or occupant of the real property upon

which the vehicle is located to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

- (c) *Aesthetic nuisance vehicles.* It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave or allow the vehicle to remain on the property after it has been declared an aesthetic nuisance vehicle.
- (d) *Towing authorized.* Upon investigation, the authorizing officials may determine and declare that a motor vehicle is abandoned, a nuisance vehicle or aesthetic nuisance vehicle and order the vehicle towed.
- (e) *Owner responsible for removal costs.* If an abandoned, nuisance, or aesthetic nuisance vehicle is removed by or at the direction of the Town, the owner shall pay all costs incidental to the removal and storage of such vehicle and incident to locating the owner thereof.

Sec. 11-28 Administration

- (a) *Responsibility of the Town.*
 - 1) The code enforcement officer shall be responsible for the administration and enforcement of this article. The authorizing official of the police department shall be responsible for administering the towing and disposition of vehicles determined to be "abandoned" on the public streets, rights of way, and highways within the Town, and property owned by the Town. The code enforcement officer and/or planning department may be responsible for determining which vehicles are nuisance or aesthetic nuisance vehicles and shall be responsible for towing and disposing of abandoned, nuisance, and aesthetic nuisance vehicles located on private property. The Town may, on an annual basis, contract with private tow truck operators or towing businesses to tow, store, and dispose of abandoned, nuisance and aesthetic nuisance vehicles in accordance with this article and applicable state law.
 - 2) Nothing in this article shall be construed to limit the legal authority or powers of the code enforcement officer in enforcing any other laws or otherwise carrying out their duties.
- (b) *Right to inspect vehicles on private property.* Authorized officials shall have the right, upon presentation of proper credentials and identification, to enter any premises within the jurisdiction of this article during daylight hours to determine if any vehicle is a health or safety hazard or is distracting from the aesthetics of the area.

Sec. 11-29 Removal of Abandoned, Nuisance, and Aesthetic Nuisance Vehicles; Pre-Towing Notice Requirements

- (a) *Pre-towing notice not required.* Except as set forth in subsection (d) below, an abandoned motor vehicle may be towed by or at the direction of the Town without pre-towing notice if the abandoned motor vehicle has a valid license plate and registration or if the last registered owner is known to the Town, provided post-towing notice is thereafter given as set forth in section 26-88.5.

- (b) *Pre-towing notice required.* Except as set forth in subsection (d) below, an abandoned motor vehicle without a valid license plate or registration, or for which the Town does not know the last registered owner, nuisance and aesthetic nuisance vehicles, shall be towed only after notice to the owner or person entitled to possession of the vehicle. Notice shall be given by affixing notice on the windshield or some other conspicuous place on the vehicle. The notice shall state that the vehicle will be removed by the Town on a specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time and that a civil penalty may be imposed. Additionally, in the case of a nuisance and aesthetic nuisance motor vehicle, if the names and mailing addresses of the owners of the vehicle or the real property upon which it is located can be ascertained in the exercise of reasonable diligence, the notice shall also be given to both by first-class mail. The person who mails notices shall retain a written record to show the names and addresses to which mailed, and the date mailed.
- (c) *Pre-towing appeal.* If the owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the vehicle is a nuisance or aesthetic nuisance vehicle, such appeal shall be made within thirty (30) days of the date of the pre-towing notice to the Planning Director as hearing officer. The Planning Director shall have ten days to issue a decision. Further proceedings to remove the vehicle and to impose the penalties provided in section 26-88.11 shall be stayed until the appeal is heard and decided.
- (d) *Pre-towing notice exception for certain abandoned and nuisance vehicles.*
- 1) If an authorized official finds that an abandoned motor vehicle on public streets impedes the flow of traffic or otherwise jeopardizes the public welfare so that immediate removal is necessary, that vehicle may be removed without any pre-towing notice. Such findings shall be entered by the authorized official in the appropriate daily records. Circumstances justifying the immediate removal of motor vehicles include vehicles:
 - a. Obstructing traffic;
 - b. Parked in violation of an ordinance prohibiting or restricting parking;
 - c. Parked in a no stopping or standing zone;
 - d. Parked in loading zones;
 - e. Parked in bus zones; or
 - f. Parked in violation of temporary parking restrictions imposed by the Town.
 - 2) Abandoned vehicles and nuisance vehicles on other public or Town property may be removed without pre-towing notice only in those circumstances where the authorized official finds, and enters such findings in appropriate records, a special need for prompt action to maintain the public health, safety, and welfare. By way of illustration and not of limitation such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such a location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property.
- (e) *Indemnification.* When an abandoned, nuisance, or aesthetic nuisance motor vehicle is removed from private property at the request of the owner, lessee, or occupant of the premises, the person at whose request such vehicle is removed may be required to pay or otherwise indemnify the Town for any loss, costs, expense, or liability incurred by the Town by reason of the towing, storage, sale, or other disposal of such vehicle.

Sec. 11-30 Removal of Vehicle; Post-Towing Notice Requirements

- (a) *Content of post-towing notice.* Any abandoned motor vehicle or any vehicle which has been determined to be a nuisance or aesthetic nuisance vehicle, may be removed to a storage garage or area by the Town or a towing business contracting to perform such services for the Town. The authorizing official shall, immediately after removing any abandoned, nuisance, or aesthetic nuisance vehicle, notify the last known registered owner of the vehicle, such notice to include the following:
- 1) A description of the removed vehicle;
 - 2) The location where the vehicle is stored;
 - 3) The violation with which the owner is charged, if any;
 - 4) The procedure the owner must follow to redeem the vehicle; and
 - 5) The procedure the owner must follow to request a probable cause hearing on the removal of the vehicle as described in section 26-88.6(a).
- (b) *Notice.* This notice shall be mailed to the owner's last known address.
- (c) *Notice for registered vehicles.* If the vehicle is registered in the state, notice shall be given within 24 hours. If the vehicle is not registered in the state, notice shall be given to the owner within 72 hours of the removal of the vehicle.
- (d) *Notice for unregistered abandoned, nuisance, and aesthetic nuisance vehicles.* Whenever an abandoned motor vehicle, nuisance vehicle, or aesthetic nuisance vehicle is removed and such vehicle has no valid registration or license plate, the authorizing official shall make reasonable efforts, including the checking of the vehicle identification number, to determine the last known registered owner of the vehicle and to notify him of the information as set forth in subsections (a)(1) through (a)(5) above.
- (e) *Compliance with state statutes.* All post-towing notices shall comply with the provisions of G.S. 20-219.11, as written or subsequently amended, applicable to towing of a vehicle with a valid registration plate or registration.

Sec. 11-31 Right to Hearing; Right to Recover Vehicle; Unauthorized Removal Unlawful

- (a) *Probable cause hearing.* After towing of an abandoned, nuisance, or aesthetic nuisance vehicle, the owner or other person entitled to possession may request in writing a hearing to determine if probable cause existed for removing the vehicle. The request must be filed with the magistrate in the county where the vehicle was towed. The magistrate will set the hearing within 72 hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of G.S. 20-219.11. Recovery of vehicle. At any time after towing of an abandoned, nuisance, or aesthetic nuisance motor vehicle, the owner may obtain possession of the motor vehicle by paying the fee for towing and storage or by posting bond in accordance with G.S. 20-219.12.
- (b) *Removal unlawful.* It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the Town any vehicle which has been impounded pursuant to the provisions of this article unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

Sec. 11-32 Sale and Disposition of Vehicle

- (a) *Consent of owner.* With the consent of the registered owner, the Town or tow truck operator may dispose of any vehicle without holding it for any prescribed period of time.
- (b) *Sale of vehicle.* The towing business under contract with the Town shall hold an abandoned, nuisance or aesthetic nuisance motor vehicle for a period of at least thirty (30) days. During this time the owner may claim it by exhibiting proof of ownership to the towing business and by paying the incident costs of towing and storage. Thereafter, any abandoned, junked or aesthetic junked motor vehicle which is not claimed by the owner may be disposed of by the towing business having custody of the vehicle. Disposition of such a vehicle shall be carried out in accordance with G.S. 44A, Article 1, Possessory Liens on Personal Property.

Sec. 11-33 Disposition of Proceeds of Sale

The proceeds of the sale of an abandoned, nuisance, or aesthetic nuisance motor vehicle shall be as set forth in G.S. 44A-5 as written or hereafter amended:

- (a) Payment of reasonable expenses incurred in connection with the sale, including but not limited to reasonable storage expenses after giving notice of sale;
- (b) Payment of towing costs and costs incurred in connection with learning the identity of the vehicle's owner or the owner of the real estate on which a nuisance vehicle is located; and
- (c) Any surplus shall be paid to the person entitled thereto, but when such person cannot be found, this surplus shall be paid to the Clerk of Superior Court of Orange County to be held by the clerk for the person entitled thereto.

Sec. 11-34 Immunity

Neither the Town nor any person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of any abandoned, nuisance, or aesthetic nuisance vehicle for disposing of such vehicle as contemplated by this article.

Sec. 11-35 Exceptions

Nothing in this article shall apply to any motor vehicle, that is:

- (a) In a fully enclosed building;
- (b) On the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary for the operation of such business enterprise;
- (c) Located in a lawfully established bona fide "auto graveyard" or "junkyard" as defined in G.S. 136-143 in accordance with "Junkyard Control Act" G.S. 136-141 et seq.; or
- (d) In an appropriate storage place or depository maintained in a lawful place and manner by the Town; or
- (e) An antique motor vehicle as defined by G.S. 105-330.9, in process of restoration; or
- (f) A vehicle that is being repaired or restored, is listed for ad valorem taxes in Orange County, and is under a cover manufactured for automobiles or trucks. No more than one such vehicle under an automobile/truck cover shall be permitted per lot and not to exceed 180 days.

Sec. 11-36 Penalty

- (a) *Civil penalty.* Any violation of sections 26-88.1 to 26-88.10 of this article shall subject the registered owner of the motor vehicle or the landowner to a civil penalty in the amount of \$100. No penalty shall be imposed if the owner removes the motor vehicle from the property within seven days of the date the pre-towing notice has been given by the Town pursuant to section 26-88.4. If the owner does not remove the motor vehicle from the property within seven days of the pre-towing notice, the penalty may be imposed for each day the vehicle was permitted to remain on the property commencing with the date the pre-towing notice was given and terminating on the date of removal of the motor vehicle, each day's violation constituting a separate offense.
- (b) *Recovery of penalty.* The penalty may be recovered by the Town in a civil action in the nature of debt if the owner does not pay the penalty within the prescribed period of time after he has been issued a citation.
- (c) *Citation.* The owner shall be issued a written citation by delivery in person or mailed by certified or registered mail. The civil penalty must be paid by the owner within 72 hours of receipt of written citation.
- (d) *No crime.* Violation of this article shall not constitute a crime.
- (e) *Article cumulative.* Procedures set forth in this article shall be in addition to any other remedies that may exist under law including ordinances for the abatement of public nuisance.

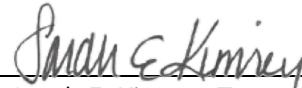
Sections 11-37 – 11-55 Reserved

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0



Sarah E. Kimrey, Town Clerk

DRAFT



ORDINANCE

Amending Section 10-2: Keeping Farm Animals in City Limits

The Hillsborough Board of Commissioners ordains:

Section 1. The Code of Ordinances shall be amended as follows:

Sec. 10-2. Keeping farm animals inside city limits.

- (a) *Small farm animals.* Small farm animals may be kept as an accessory use in a residential zoning district under the following circumstances:
- (1) Small farm animals mean those that normally weigh less than 100 pounds at maturity. Small animals include, but are not limited to: mini-goats and mini-sheep breeds, rabbits, mini-pig breeds, etc.
 - (2) All animals must be kept in fenced enclosures at least five (5) feet from the side and rear property lines. No animals shall be permitted to roam loose.
 - (3) The minimum lot size for keeping small farm animals is 20,000 square feet.
 - (4) Number of animals permitted: The maximum number of animals allowed is five (5) per lot.
 - (5) Animals must be kept secured on site under sanitary conditions with adequate food, water, and shelter, subject to inspection by the code enforcement officer and/or county animal control officer.
 - (6) Location of pens, barns, hutches, etc., for the animals shall be only in rear or side yards and shall be located at least five (5) feet from the property lines.
- (b) *Keeping of Domestic Chickens and Fowl.* Domestic chickens, quail, or guinea birds may be kept as an accessory use in a residential zoning district under the following circumstances:
- (1) Domestic Chickens and fowl is defined as a domestic bird of whose eggs or flesh are used for food.
 - (2) The minimum lot size for keeping fowl is 15,000 sq. ft.
 - (3) Number and type of fowl permitted: The maximum number of female fowl (hens) allowed is eight (8) per lot. Roosters (male chickens) are prohibited.
 - (4) All fowl must be kept in fenced enclosures at least five (5) feet from the side and rear property lines. No fowl shall be permitted to roam loose.
 - (5) Chickens enclosed: A chicken coop and pen shall be provided, and such coops and enclosures may not include residential structures, carports, or garages/sheds, unless the garage/shed is fully converted to a coop. Fowl shall be secured in the coop during non-daylight hours. During daylight hours, fowl may be in the pen.
 - (6) Location of coops and pens: Chicken coops and fowl pens (whether stationary or moveable) shall only be in rear yards or side yards (behind the line formed by the back wall of the front porch), shall comply with a minimum setback of five (5) feet from side and rear property lines, and shall be located closer to the owner's primary structure than any neighbor's primary structure.
 - (7) Coop and pen construction and design: The coop, and pen shall be properly designed and constructed to provide adequate security from rodents, wild birds, and predators; sufficient ventilation; and suitable shelter for the fowl.

- (c) *Maintenance of coops, pens and surrounding areas.* For both small farm animals, chickens, and fowl the following standards must be maintained:
- (1) The coop, pen, hutch, shelters and surrounding area shall be cleaned of all droppings, uneaten feed, feathers, fur, and other waste, and shall always be kept in a neat and sanitary condition to preclude odors and aesthetic nuisances.
 - (2) Feed shall be stored in a secure container.
 - (3) All necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites shall be performed.
 - (4) All manure, uneaten feed, and other trash shall be removed in a timely manner and properly disposed of in a sanitary manner.
- (d) *On-site slaughter, breeding, sale of animals or animal products shall be prohibited.* If a chicken or animal dies or is killed by a predator, it shall be promptly and properly disposed of.
- (e) *Large farm animals.* Large farm animals may not be housed within town limits unless the property qualifies as a Bona Fide farm pursuant to NCGS 160D-903 in which case the property will be subject to the restrictions of the Hillsborough Unified Development Ordinance. Large farm animals include but are not limited to: full sized breeds of goats, sheep, cows, donkeys, horses, pigs, etc. Any property found to harbor large farm animals in violation of this ordinance will have fifteen (15) days to remove the animal(s) or it will constitute a public nuisance that will be abated according to section 11-58.
- Goats used temporarily to clear undergrowth and eat grass may be housed on a property for a maximum of seven (7) days. Goats shall be cared for subject to the terms of paragraph (a) standards (5) and (6) or it will constitute a public nuisance that will be abated according to section 11-58.
- (f) *Violations.* Any animals or property found in violation of this ordinance shall be removed or conditions corrected within fifteen (15) days of the receipt of a notice of violation. If violations are not corrected it will constitute a public nuisance that will be abated according to section 11-58.

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0





Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending Section II-2: Accumulation of Solid Waste

The Hillsborough Board of Commissioners ordains:

Section 1. The Code of Ordinances shall be amended as follows:

Sec. 11-2. Accumulation of solid waste.

- (a) Subject to the qualifications contained in subsection (b) of this section, no person may cause, suffer, or permit solid wastes, scrap materials, construction debris, pallets, yard waste, stumps, dirt or stones, and similar to accumulate or remain on premises under their control or ownership, except in accordance with the provision of article III of this chapter.
- (b) The accumulation of solid waste or similar materials as outlined in section (a) with a volume greater than 50 cubic feet for a period of more than 21 days shall constitute a public nuisance and will be abated according to section 11-58.
- (c) The outdoor storage, dumping, or accumulation of indoor furniture and household items outside for a period of more than 21 days shall constitute a public nuisance and will be abated according to section 11-58. These items include but are not limited to, couches, chairs, dining room tables and chairs, and any indoor appliances including but not limited to refrigerators, washing machines, dryers, and fixtures such as toilets, sinks, and other indoor fixtures and/or building materials.

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

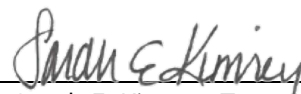
The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5

Noes: 0

Absent or excused: 0





Sarah E. Kimrey, Town Clerk



ORDINANCE

Adding Section II-9: Health and Sanitation

The Hillsborough Board of Commissioners ordains:

Section 1. The Code of Ordinances shall be amended as follows:

Section 11-9 Health and Sanitation

(a) Open wells.

- (1) No person, after discontinuing the use of any well, shall leave said well open and exposed.
- (2) The use of a well shall be deemed to be discontinued when it is not being used by a permitted and occupied dwelling on the land upon which the well is located for a period of more than 30 days.
- (3) A well shall be deemed open and exposed when its use is discontinued unless:
 - a. The mouth or top of such well shall be securely and carefully covered so as not to permit the entry of any animals or objects.
 - b. A fence or wall not less than three feet in height shall completely surround said well.
- (4) An open and exposed well within the town, the use of which has been discontinued, is hereby declared to be a public nuisance.
- (5) No person shall discontinue the use of any well within the town for a period of more than 30 days without:
 - a. Carefully and securely filling the same.
 - b. Covering the mound or top of such well and erecting a fence or wall surrounding the well as set forth in paragraph (3), above.

(b) Stagnant water.

No owner, lessee, tenant or occupant of any building or premises shall keep or permit thereon any standing water open to becoming a breeding pool for mosquitos. Also there shall not allow to be or remain, open vessels such as buckets accumulated on a property that gather stagnant water.

(c) Premises kept free from discarded appliances, vegetation, etc.

- (1) Every person owning or occupying any premises shall keep such premises free from all trash and all other forms of offensive animal, vegetable matter, or refuse which may be dangerous or prejudicial to the public health, constitute a fire hazard, or which may constitute a public nuisance or an attractive nuisance to children.
- (2) Every person owning or occupying property shall dispose of all cut or fallen trees, stumps, limbs, leaves and all other vegetable matter or refuse, and the same shall not be permitted to remain upon any property within the town.
- (3) No person shall leave or permit to remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under their control, in a place accessible to children, any abandoned, unattended or discarded cooler, refrigerator, stove or other container which has an airtight door or lid, snap-lock or other locking device which may not be released from the inside, without first removing said door or lid, snap-lock or other locking device from the cooler, refrigerator, stove or container.

(e) Public Drains.

No person shall obstruct in any manner any street drainage ditch, gutter, drain or culvert so as to prevent the free flow of water therein; provided, that this shall not prevent the erection of footbridges or fences over the ditches, gutters and drains along streets which have not been curbed and the gutters and drains along paving, of the width of three feet for pedestrian crossings to sidewalks leading to doorways, and bridges of the width of ten feet for vehicle crossings into lots where such crossings are required. Such bridges shall received necessary permits and be so constructed as not to prevent the flow of water to or in gutters, ditches and drains.

(f) Weeds and undergrowth.

No owner, lessee, occupant, agent, or representative or employee of any lessee or occupant, having control of any lot or ground situated in the town, shall allow or maintain on any such lot any growth of weeds and undergrowth to a height of over eight (8) inches. If any person shall fail, refuse or neglect to cut, destroy or remove such weeds, grass, or growth within ten (10) days after the receipt of notice to do so given by the code enforcement officer, then the town, through its agents and employees, may enter upon such lot or premises for a depth of 50 feet from each abutting property line and cut and destroy such weeds and undergrowth for a depth of 50 feet from each abutting property line, and the cost and expense thereof shall be paid by the owner, lessee, occupant or agent, or it shall become a lien against such property in the same manner as for taxes. If the owner of the lot or ground, or his address, is unknown, the notice herein provided shall not be required. The property owner shall destroy all ragweed and other pollen-producing weeds growing on any lot or along or in the streets of the town before August 30 of each year.

Secs. 11-10 —11-15. Reserved.

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8th day of September in the year 2025.

Ayes: 5

Noes: 0

Absent or excused: 0



Sarah E. Kimrey, Town Clerk



Minutes

Board of Commissioners Work Session

7 p.m. Sept. 22, 2025

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

Present: Mayor Mark Bell and commissioners Meaghun Darab, Robb English, Kathleen Ferguson and Evelyn Lloyd

Absent: Commissioner Matt Hughes

Staff: Senior Planner Molly Boyle, Planning and Economic Development Manager Shannan Campbell, Assistant Town Manager and Community Services Director Matt Efird, Engineering Services Manager Bryant Green, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Communications Specialist JC Leser-McMinn, Town Manager Eric Peterson, Public Space and Sustainability Manager Stephanie Trueblood and Police Chief Jason Winn

1. Opening of the work session

Mayor Mark Bell called the meeting to order at 7:02 p.m.

2. Agenda changes and approval

Move Item 6.B – Breast Cancer Awareness Month Proclamation to Item 4.A.

Motion: Commissioner Kathleen Ferguson moved to approve the amended agenda. Commissioner Meaghun Darab seconded.

Vote: 4-0.

3. Public hearing

A. Public hearing – Closure of an unimproved, unopened portion of South Hasell Street

Motion: Darab moved to open the public hearing. Ferguson seconded.

Vote: 4-0.

Paul Dennis identified himself as one of two property owners sharing the noted portion of South Hasell Street. He explained they are seeking closure because the section is essentially a shared driveway that has never received town maintenance, even after Hurricane Chantal damaged the area. He hopes to allocate the land between the two property owners, with driveway easements in place.

Motion: Ferguson moved to close the public hearing. Darab seconded.

Vote: 4-0.

4. Presentations

A. Proclamation – Breast Cancer Awareness Month

The mayor read a proclamation declaring October 2025 as Breast Cancer Awareness Month in Hillsborough. The proclamation highlighted that 1 in 8 women and 1 in 833 men will be diagnosed with breast cancer in

their lifetime, with an estimated 320,000 people in the United States being diagnosed in 2025. The proclamation notes that the American Cancer Society recommends annual breast cancer screening with mammograms starting at age 40, emphasizes that early detection saves lives and recognizes the efforts of the Making Strides Against Breast Cancer movement. The proclamation also states that town facilities will be illuminated throughout October and that Hillsborough Police Department officers will wear pink badges during the month.

B. Triangle West Transportation Planning Organization updates and check-in with Hillsborough

Doug Plachcinski, executive director of Triangle West Transportation Planning Organization, presented updates on the organization's work. He covered three main topics:

- **Strategic planning and organizational assessment** — The organization recently changed its name from Durham-Chapel Hill-Carrboro Metropolitan Planning Organization to Triangle West Transportation Planning Organization to better reflect its identity and include all member communities. Its work now is organized into focus areas that align with core values on safety, sustainability, economic prosperity, ease of movement and increased accessibility. Metrics have been developed to track progress.
- **Long Range Transportation Plan** — The organization is collaborating with the Capital Area Metropolitan Planning Organization on a long-range transportation plan, using land use and policy data from local governments to develop traffic flow models. Some preferred options were created in June and a preferred alternative will be presented at the organization's next board meeting. This process involves evaluating different transportation investments, analyzing safety problems and looking at non-motorized gaps in the system.
- **Memorandum of understanding update** — The director discussed plans to update the memorandum of understanding between communities comprising the organization's membership. He highlighted three key areas for improvement:
 - Rebalancing financial obligations and responsibilities to better reflect population distribution.
 - Updating required clauses to align with federal regulations.
 - Ensuring all public transportation providers have representation.

The mayor said the transportation planning model is crucial for understanding regional planning, growth projections, and housing.

5. Appointments

A. Planning Board – Appointment of Carrie Winkler for a partial term ending Sept. 30, 2026

Motion: Darab moved to approve the appointment of Carrie Winkler to the Planning Board. Ferguson seconded.

Vote: 4-0.

B. Correction regarding Sept. 8, 2025, appointment of Sankalp Rangi to the Board of Adjustment

On Sept. 8, the Board of Commissioners appointed Sankalp Rangi to the Board of Adjustment as a regular in-town member. In the agenda, staff incorrectly identified Rangi as a regular in-town member filling an expired term. The expired term was for an alternate in-town member, so Rangi should have been appointed as an alternate in-town member.

Motion: Ferguson moved to appoint Sankalp Rangji to the Board of Adjustment as an alternate in-town member. Commissioner Evelyn Lloyd seconded.
Vote: 4-0.

6. Items for decision – consent agenda

- A. Miscellaneous budget amendments and transfers
- ~~B. Proclamation – Breast Cancer Awareness Month~~

Motion: Ferguson moved to approve the amended consent agenda. Lloyd seconded.
Vote: 4-0. Nays: None.

7. In-depth discussion and topics

- A. Order to close an unimproved, unopened portion of South Hasell Street
Planning and Economic Development Manager Shannan Campbell explained an order is the third step in closing the right of way according to general statutes. She said that after the board's approval, the petitioner would need to file a plat to legally record the right-of-way closure, access easements for himself and his neighbor, and a 20-foot sanitary sewer easement for utilities.

Motion: Ferguson moved to adopt the order to close the right of way. Lloyd seconded.
Vote: 4-0.

- B. Annexation interest letter for unaddressed parcels on Oakdale Drive
Senior Planner Molly Boyle presented an annexation interest letter for two unaddressed parcels on Oakdale Drive. This would be a voluntary, contiguous annexation since the parcels are next to the current town limits. The 14.13-acre properties are zoned R-20 (residential with 20,000 square-foot minimum). The applicant, TMTLA Associates, plans a 16-lot residential subdivision.

Boyle said the current zoning supports the proposed development. She anticipated that the town's engineering services division could serve the project if improvements are made at the developer's expense.

Engineering Services Manager Bryant Green explained that the development must extend a sewer outfall to tie into the existing network. The developer has offered funds toward upgrading the Rhonda Road pump station for the necessary additional flow.

The mayor mentioned a resident's concern and advised residents with concerns to join future meetings if the project advances. He also emphasized the Hillsborough Comprehensive Sustainability Plan's role in addressing stormwater management concerns.

Boyle noted the town's current standards require a stormwater plan for this potential development.

Motion: Commissioner Robb English moved to allow the applicant to proceed with a formal annexation application. Darab seconded.
Vote: 4-0.

- C. Updates on transportation projects and plans and setting of future priorities
Public Space and Sustainability Manager Stephanie Trueblood provided a comprehensive update on transportation projects and plans, noting it had been four years since the town last set transportation priorities, which were incorporated into the Comprehensive Sustainability Plan.

Trueblood provided background on the transportation and connectivity chapter of the town's plan, explaining that its goal is to develop and maintain a safe, efficient and sustainable multimodal transportation system. She reviewed maps showing future traffic congestion hotspots and bike and pedestrian crash data.

Trueblood then reviewed progress on previously identified priorities:

- N.C. 86 and Orange Grove Road Connector studies — completed with preferred alignments identified.
- South Churton Street multimodal study — completed, with continued coordination with the North Carolina Department of Transportation.
- Ridgewalk greenway phases 1 and 2 feasibility study — completed with preferred alignments identified.
- Future train station — engineering ongoing.
- Electric vehicle suitability model — completed.
- Complete Streets resolution — adopted.
- Vision Zero resolution — adopted.
- Downtown parking study — completed.
- Unified Development Ordinance rewrite — in process.
- Street standards update — in process.

Trueblood provided detailed updates on major projects:

- Orange Grove Road connector — Study resulted in a preferred design of coordinated roundabouts at Mayo Street and Eno Mountain Road rather than road realignment.
- N.C. 86 connector — Study completed connecting Old N.C. 86 and N.C. 86, with a preferred alignment adopted.
- South Churton Street widening — Project in development since the 1980s. The town rejected initial NCDOT plans and conducted its own study. The state is now working on a second phase of engineering incorporating the town's preferences. Updated plans are expected in October.
- Ridgewalk greenway — Middle section being built by Collins Ridge neighborhood developer. Phase 1 will connect downtown to the train station and Collins Ridge. A later phase will connect to Beckett's Ridge Drive and Cates Creek Park. The town has funding for engineering. It is waiting for construction funding before proceeding.
- Train station — Funded project with an approved site plan awaiting North Carolina Railroad approval for insurance, indemnification and preliminary engineering agreement. Construction plans are underway. There is discussion of a regional transfer station or mobility hub near the train station.

Trueblood also covered state projects:

- N.C. 86 bridge over North Carolina Railroad corridor — construction imminent.
- Interstate 40 widening — under construction, completion expected in 2027.
- Interstate 85 widening — engineering underway; construction is not funded.
- I-85 interchange at South Churton Street — funded for 2034.
- I-85 interchange at N.C. 86 — not yet funded.

Trueblood identified opportunities for future projects:

- Consolidating the county's Orange Grove Road projects with the town's roundabouts concept.
- Developing a modernization project for U.S. 70A from South Churton Street to Meadowlands Drive.
- Improving connectivity along N.C. 86.

In response to a question from English, Trueblood said she was still determining whether combining projects to add sidewalks along N.C. 86 with the N.C. 86 connector project would affect their competitiveness for funding.

Motion: Ferguson moved to approve the priorities and opportunities as presented. English seconded.
Vote: 4-0.

- D. Communities on the Move funding request to continue providing programming and services to the Fairview community and Hillsborough residents

The mayor introduced the funding request for Communities on the Move from the Food, Fitness and Opportunity Research Collaborative at the University of North Carolina at Chapel Hill. He said the loss of Supplemental Nutrition Assistance Program-Education funding impacted programming in the Fairview community, putting at risk the Fairview Youth in Action Internship, Active Living Support and Technical Assistance, Fairview Community Garden, and Women on the Move.

Ferguson asked what proportion of the requested funds would serve town residents versus county residents.

Town Manager Eric Peterson explained that while Fairview includes both town and county areas, the funding would support the Fairview Community Watch, which serves Hillsborough residents as well. He said trying to calculate an exact proportion of town versus county residents would be overly granular and providing the funding does not pose a significant legal risk.

Bell said the collaborative is pursuing numerous other grant opportunities simultaneously. Research Scientist Molly De Marco, who leads the collaborative, said the organization will have submitted 15 proposals for different funding by December, is working with Congress to restore some of the \$550 million cut from the national program, and is approaching the General Assembly and philanthropies about bridge funding.

Ferguson suggested the collaborative seek support from individual philanthropists in the community and said the situation is an opportunity for the community to help support programs in Fairview and communities of color.

The town manager provided context on the town's financial position, noting the town has \$13.5 million in fund balance and the \$45,000 request represents 0.3% of that amount. He acknowledged the board's fiscal diligence and indicated that using fund balance for this purpose wouldn't significantly impact the town's finances.

The board directed the town manager to return with a proposal at the Oct. 13 meeting for funding the program through March, with placement on the consent agenda unless concerns arise. Peterson agreed to verify the legality of providing funding to the organization and to prepare a budget amendment.

8. Committee updates and reports

Board members gave updates on the committees and boards on which they serve.

Motion: Ferguson moved to go into closed session. English seconded.
Vote: 4-0.

9. Closed session

- A. Closed session as authorized by North Carolina General Statute Section 143-318.11(a)(3) to consult with the town attorney in order to preserve the attorney-client privilege

Motion: English moved to return to open session. Ferguson seconded.
Vote: 4-0.

10. Adjournment

Motion: Ferguson moved to adjourn at 10:40 p.m. Darab seconded.
Vote: 4-0.

Respectfully submitted,

Sarah Kimrey
Town Clerk
Staff support to the Board of Commissioners

DRAFT



PROCLAMATION

Breast Cancer Awareness Month

WHEREAS, National Breast Cancer Awareness Month is an annual campaign to increase awareness of the disease and increase public knowledge about the importance of early detection of breast cancer diagnosis and treatment; and

WHEREAS, one in eight women and one in 833 men will be diagnosed with breast cancer in their lifetime; and

WHEREAS, an estimated 320,000 people in the United States will be diagnosed with breast cancer in 2025; and

WHEREAS, the American Cancer Society recommends annual breast cancer screening with mammograms starting at age 40. Early detection saves lives, so schedule your mammogram today — 15 minutes could save your life; and

WHEREAS, the American Cancer Society started "Making Strides Against Breast Cancer," the nation's largest and most impactful breast cancer movement — providing a supportive community for courageous breast cancer survivors and metastatic breast cancer thrivers, caregivers, and families alike; and

WHEREAS, many organizations continue to search for a cure through vital research, and physicians, public health professionals, and advocates continue to educate our community about awareness and innovative advancements in early detection and treatment; and

WHEREAS, the Hillsborough Board of Commissioners supports breast cancer research and recognizes the trauma breast cancer brings, and understands that this horrible disease strikes women and men within the Hillsborough community; and

WHEREAS, the Town of Hillsborough is committed to raising breast cancer awareness by illuminating town facilities pink throughout the month of October; and

WHEREAS, the Hillsborough Police Department will don pink badges throughout the month of October;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim October 2025 as Breast Cancer Awareness Month in the Town of Hillsborough.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 22nd day of September in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough

Budget Adjustment Report

Adjustment Detail

For Date Range: 09/22/2025 - 09/22/2025

Town of Hillsborough, NC

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026						
Fund: 10 - GENERAL						
Department: 3900 - 3900						
10-00-3900-3900000	FUND BALANCE APPROPRIATION			-207,819.00	-154,356.00	-362,175.00
BA0000158	Generators at HPD HQ and HPD Annex	GLPKT01115	09/22/2025		-136,856.00	
BA0000169	Remove budget for WWTP flooring (FY25 PO...	GLPKT01152	09/22/2025		30,000.00	
BA0000171	Unused FY25 funds to FY26 for nuisance aba...	GLPKT01163	09/22/2025		-20,000.00	
BA0000177	Chantal Expense	GLPKT01172	09/22/2025		-27,500.00	
Department 3900 Total:				-207,819.00	-154,356.00	-362,175.00
Department: 4000 - DISASTER						
10-10-4000-5300145	MAINT - BUILDINGS			0.00	10,000.00	10,000.00
BA0000177	Chantal Expense	GLPKT01172	09/22/2025		10,000.00	
10-10-4000-5300158	MAINT - EQUIPMENT			0.00	500.00	500.00
BA0000177	Chantal Expense	GLPKT01172	09/22/2025		500.00	
10-10-4000-5300351	RENTAL - EQUIPMENT			0.00	2,000.00	2,000.00
BA0000177	Chantal Expense	GLPKT01172	09/22/2025		2,000.00	
10-10-4000-5700740	CAPITAL - VEHICLES			0.00	-9,585.00	-9,585.00
BA0000159	To replace flooded traffic counters	GLPKT01124	09/22/2025		-9,585.00	
10-10-4000-5700741	CAPITAL - EQUIPMENT			0.00	24,585.00	24,585.00
BA0000159	To replace flooded traffic counters	GLPKT01124	09/22/2025		9,585.00	
BA0000177	Chantal Expense	GLPKT01172	09/22/2025		15,000.00	
Department 4000 Total:				0.00	27,500.00	27,500.00
Department: 4900 - PLANNING						
10-10-4900-5300501	CS - NUISANCE ABATEMENT			50,000.00	20,000.00	70,000.00
BA0000171	Unused FY25 funds to FY26 for nuisance aba...	GLPKT01163	09/22/2025		20,000.00	
Department 4900 Total:				50,000.00	20,000.00	70,000.00
Department: 5000 - FACILITY MANAGEMENT						
10-10-5000-5700735	CAPITAL - BUILDINGS & IMPROVEMENTS			67,800.00	-30,000.00	37,800.00
BA0000169	Remove budget for WWTP flooring (FY25 PO...	GLPKT01152	09/22/2025		-30,000.00	
Department 5000 Total:				67,800.00	-30,000.00	37,800.00
Department: 5100 - POLICE						
10-20-5100-5700735	CAPITAL - BUILDINGS & IMPROVEMENTS			0.00	150,000.00	150,000.00
BA0000158	Generators at HPD HQ and HPD Annex	GLPKT01115	09/22/2025		150,000.00	
Department 5100 Total:				0.00	150,000.00	150,000.00
Department: 9990 - CONTINGENCY						
10-00-9990-5300000	CONTINGENCY			450,000.00	-13,144.00	436,856.00
BA0000158	Generators at HPD HQ and HPD Annex	GLPKT01115	09/22/2025		-13,144.00	
Department 9990 Total:				450,000.00	-13,144.00	436,856.00
Fund 10 Total:				359,981.00	0.00	359,981.00
Fund: 30 - WATER/SEWER						
Department: 3900 - 3900						
30-80-3900-3900000	FUND BALANCE APPROPRIATION			-675,666.00	-877,596.43	-1,553,262.43
BA0000168	Cover remainder of Churton Grove lift station	GLPKT01151	09/22/2025		-86,890.43	
BA0000178	Chantal Expenses	GLPKT01211	09/22/2025		-698,000.00	
BA0000179	TS Chantal: Truck Replacement	GLPKT01221	09/22/2025		-92,706.00	
Department 3900 Total:				-675,666.00	-877,596.43	-1,553,262.43

Budget Adjustment Report**For Date Range: 09/22/2025 - 09/22/2025**

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Department: 4000 - DISASTER						
30-80-4000-5300154	MAINT - GROUNDS			0.00	-1,125.00	-1,125.00
BA0000167	TS Chantal: Paving repair	GLPKT01150	09/22/2025		-1,125.00	
30-80-4000-5300570	MISCELLANEOUS			0.00	1,125.00	1,125.00
BA0000167	TS Chantal: Paving repair	GLPKT01150	09/22/2025		1,125.00	
30-80-4000-5300583	MISC - TAX, TAGS, ETC			0.00	2,706.00	2,706.00
BA0000179	TS Chantal: Truck Replacement	GLPKT01221	09/22/2025		2,706.00	
30-80-4000-5700740	CAPITAL - VEHICLES			0.00	90,000.00	90,000.00
BA0000179	TS Chantal: Truck Replacement	GLPKT01221	09/22/2025		90,000.00	
30-80-4000-5700741	CAPITAL - EQUIPMENT			0.00	698,000.00	698,000.00
BA0000178	Chantal Expenses	GLPKT01211	09/22/2025		698,000.00	
Department 4000 Total:				0.00	790,706.00	790,706.00
Department: 8200 - WASTEWATER COLLECTION						
30-80-8200-5700741	CAPITAL - EQUIPMENT			110,000.00	86,890.43	196,890.43
BA0000168	Cover remainder of Churton Grove lift station	GLPKT01151	09/22/2025		86,890.43	
Department 8200 Total:				110,000.00	86,890.43	196,890.43
Fund 30 Total:				-565,666.00	0.00	-565,666.00
Fund: 72 - RESTRICTED REVENUES - GENERAL FUND						
Department: 5000 - FACILITY MANAGEMENT						
72-10-5000-5300367	TOWN HALL GROUNDS			7,000.00	-7,000.00	0.00
BA0000170	Town Hall Campus Art	GLPKT01159	09/22/2025		-7,000.00	
72-10-5000-5700367	CAPITAL - TOWN HALL GROUNDS			0.00	7,000.00	7,000.00
BA0000170	Town Hall Campus Art	GLPKT01159	09/22/2025		7,000.00	
Department 5000 Total:				7,000.00	0.00	7,000.00
Fund 72 Total:				7,000.00	0.00	7,000.00
Budget Code 2025-2026 Total:				-198,685.00	0.00	-198,685.00

Budget Adjustment Report

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026				
	10	359,981.00	0.00	359,981.00
	30	-565,666.00	0.00	-565,666.00
	72	7,000.00	0.00	7,000.00
Budget Code 2025-2026 Total:		-198,685.00	0.00	-198,685.00

APPROVED: 4/0

DATE: 9/22/25

VERIFIED: Shan & Kimmy

DRAFT

ORDER

Return to: Town of Hillsborough
P.O. BOX 429
Hillsborough, NC 27278

**TOWN OF HILLSBOROUGH BOARD OF COMMISSIONERS ORDER CLOSING THE
UNOPENED AND UNIMPROVED Right of Way OF A PORTION OF SOUTH HASSEL
STREET LOCATED ON THE SOUTH SIDE OF WEST MARGARET LANE TO THE ENO RIVER
PERSUANT TO NORTH CAROLINA GENERAL STATUE § 160A-299**

WHEREAS, a request was made to the Town of Hillsborough Board of Commissioners to permanently close and unopened, unimproved right of way on the south side of West Margaret Lane known as 'South Hassel Street' and shown on recorded maps as dedicated right of way; and

WHEREAS, on August 25, 2025 the Town Board of Commissioners passed a resolution of intent to close this unimproved, unopened right of way, and set a public hearing date of September 22, 2025; and

WHEREAS, adjacent property owners were notified via certified mail of the intent to close the unimproved, unopened right of way, the property was posted in two places notifying surrounding property owners of the public hearing, and legal notice was posted in the local paper for four (4) consecutive weeks; and

WHEREAS, on September 22, 2025 the Hillsborough Town Board of Commissioners conducted a public hearing after due notice was given as required by NC GS 160A-299(a) and outlined above, at which time all those wishing to be heard on the issue were given an opportunity to speak; and

NOW, THEREFORE, the Hillsborough Board of Commissioners finds the following:

1. It is not contrary to the public interest to close this unimproved, unopened public right of way; and
2. No individual owning property in the vicinity of the right of way would thereby be deprived of reasonable means of ingress and egress to their property.

Based on the forgoing findings, it is hereby ORDERED that the unopened right of way known as South Hassel street, that runs south from West Margaret Lane to the Eno River, shall be closed in accordance with North Carolina General Statues 160A-299, effective upon the

recording of an instrument in the Orange County Register of Deeds office recorded in plat book _____ page _____. The instrument shall be reflective of a retained 20' public utility easement over existing utility lines in the right of way and private access easement(s) for 233 West Margaret Lane and 301 West Margaret Lane.

THEREFORE, the foregoing ORDER was put to a vote of the members of the Town of Hillsborough Board of Commissioners on the 22nd day of September, 2025, the result of which vote were as follows:

AYES: 4

NOES: 0

Absent or Excused: 1

Dated: 9/22/2025



Sarah E. Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: Administration
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Emily Bradford, Budget Director

ITEM TO BE CONSIDERED

Subject: Miscellaneous budget amendments and transfers

Attachments:

Budget Changes Report

Summary:

To adjust budget revenues and expenditures, where needed, due to changes that have occurred since budget adoption.

Financial impacts:

As indicated by each amendment.

Staff recommendation and comments:

To approve the attached list of budget amendments and transfers.

Action requested:

Consider approving budget amendments and transfers.

Budget Adjustment Report
Adjustment Detail

For Date Range: 10/13/2025 - 10/13/2025

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026						
Fund: 10 - GENERAL						
Department: 3900 - FUND BALANCE APPROPRIATION						
10-00-3900-3900000	FUND BALANCE APPROPRIATION			-207,819.00	-30,000.00	-237,819.00
BA0000192	Chantal Expense	GLPKT01410	10/13/2025		-30,000.00	
Department 3900 Total:				-207,819.00	-30,000.00	-237,819.00
Department: 4000 - DISASTER						
10-10-4000-5300155	MAINT - PARKS			0.00	1,350.00	1,350.00
BA0000193	TS Chantal: Cover Overages	GLPKT01424	10/13/2025		1,350.00	
10-10-4000-5300158	MAINT - EQUIPMENT			0.00	4,000.00	4,000.00
BA0000193	TS Chantal: Cover Overages	GLPKT01424	10/13/2025		4,000.00	
10-10-4000-5300570	MISCELLANEOUS			0.00	24,650.00	24,650.00
BA0000192	Chantal Expense	GLPKT01410	10/13/2025		30,000.00	
BA0000193	TS Chantal: Cover Overages	GLPKT01424	10/13/2025		-5,350.00	
Department 4000 Total:				0.00	30,000.00	30,000.00
Department: 4200 - ADMINISTRATION						
10-10-4200-5300113	LICENSE FEES			30,117.00	1,200.00	31,317.00
BA0000182	Clerk minutes software subscription	GLPKT01241	10/13/2025		1,200.00	
10-10-4200-5300467	CS - MINUTES PREPARER			10,000.00	-1,200.00	8,800.00
BA0000182	Clerk minutes software subscription	GLPKT01241	10/13/2025		-1,200.00	
Department 4200 Total:				40,117.00	0.00	40,117.00
Department: 5100 - POLICE						
10-20-5100-5300158	MAINT - EQUIPMENT			2,000.00	3,700.00	5,700.00
BA0000191	Radio Flashing	GLPKT01387	10/13/2025		3,700.00	
10-20-5100-5300330	SUPPLIES - DEPARTMENTAL			95,477.00	-20,000.00	75,477.00
BA0000190	Body Cameras	GLPKT01386	10/13/2025		-16,300.00	
BA0000191	Radio Flashing	GLPKT01387	10/13/2025		-3,700.00	
10-20-5100-5300458	DATA PROCESSING SERVICES			39,515.00	16,300.00	55,815.00
BA0000190	Body Cameras	GLPKT01386	10/13/2025		16,300.00	
Department 5100 Total:				136,992.00	0.00	136,992.00
Fund 10 Total:				-30,710.00	0.00	-30,710.00
Fund: 30 - WATER/SEWER						
Department: 3900 - FUND BALANCE APPROPRIATION						
30-80-3900-3900000	FUND BALANCE APPROPRIATION			-675,666.00	-2,225.00	-677,891.00
BA0000185	WTP Sludge Removal	GLPKT01275	10/13/2025		-1,375.00	
BA0000186	Concrete repair at Churton Grove	GLPKT01276	10/13/2025		-850.00	
Department 3900 Total:				-675,666.00	-2,225.00	-677,891.00
Department: 4000 - DISASTER						
30-80-4000-5300335	SUPPLIES - DISASTER			0.00	2,348.00	2,348.00
BA0000180	Chantal Expenses	GLPKT01238	10/13/2025		2,348.00	
30-80-4000-5300338	SUPPLIES - DATA PROCESSING			0.00	-2,348.00	-2,348.00
BA0000180	Chantal Expenses	GLPKT01238	10/13/2025		-2,348.00	
30-80-4000-5300570	MISCELLANEOUS			0.00	850.00	850.00
BA0000186	Concrete repair at Churton Grove	GLPKT01276	10/13/2025		850.00	
Department 4000 Total:				0.00	850.00	850.00

Budget Adjustment Report

For Date Range: 10/13/2025 - 10/13/2025

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Department: 8120 - WATER TREATMENT PLANT						
30-80-8120-5300485	CS - INSTRUMENT MAINT			6,000.00	-14.00	5,986.00
BA0000183	Pump Station Monitoring	GLPKT01263	10/13/2025		-14.00	
30-80-8120-5300550	SLUDGE REMOVAL			90,900.00	1,375.00	92,275.00
BA0000185	WTP Sludge Removal	GLPKT01275	10/13/2025		1,375.00	
Department 8120 Total:				96,900.00	1,361.00	98,261.00
Department: 8140 - WATER DISTRIBUTION						
30-80-8140-5300478	CS - PUMP STA MONITORING			5,000.00	14.00	5,014.00
BA0000183	Pump Station Monitoring	GLPKT01263	10/13/2025		14.00	
Department 8140 Total:				5,000.00	14.00	5,014.00
Department: 8200 - WASTEWATER COLLECTION						
30-80-8200-5300330	SUPPLIES - DEPARTMENTAL			70,000.00	-11,527.00	58,473.00
BA0000184	Adjust overages	GLPKT01266	10/13/2025		-11,527.00	
30-80-8200-5300458	DATA PROCESSING SERVICES			0.00	9,867.00	9,867.00
BA0000184	Adjust overages	GLPKT01266	10/13/2025		9,867.00	
30-80-8200-5300530	DUES & SUBSCRIPTIONS			2,500.00	1,660.00	4,160.00
BA0000184	Adjust overages	GLPKT01266	10/13/2025		1,660.00	
Department 8200 Total:				72,500.00	0.00	72,500.00
Department: 8220 - WASTEWATER TREATMENT PLANT						
30-80-8220-5100010	OVERTIME COMPENSATION			5,000.00	3,000.00	8,000.00
BA0000184	Adjust overages	GLPKT01266	10/13/2025		3,000.00	
30-80-8220-5300158	MAINT - EQUIPMENT			130,380.00	-3,000.00	127,380.00
BA0000184	Adjust overages	GLPKT01266	10/13/2025		-3,000.00	
Department 8220 Total:				135,380.00	0.00	135,380.00
Fund 30 Total:				-365,886.00	0.00	-365,886.00
Fund: 78 - COMMITTED FUNDS - GENERAL FUND						
Department: 5100 - POLICE						
78-71-5100-5970010	TRANSFER TO FUND 60 - POLICE STATION			50,000.00	-50,000.00	0.00
BA0000188	Adj per actual	GLPKT01282	10/13/2025		-50,000.00	
78-71-5100-5970919	TRANSFER TO GF - POLICE STATION			0.00	50,000.00	50,000.00
BA0000188	Adj per actual	GLPKT01282	10/13/2025		50,000.00	
Department 5100 Total:				50,000.00	0.00	50,000.00
Fund 78 Total:				50,000.00	0.00	50,000.00
Budget Code 2025-2026 Total:				-346,596.00	0.00	-346,596.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: 2025-2026 - Budget 2025-2026		Fiscal: 2025-2026		
	10	-30,710.00	0.00	-30,710.00
	30	-365,886.00	0.00	-365,886.00
	78	50,000.00	0.00	50,000.00
Budget Code 2025-2026 Total:		-346,596.00	0.00	-346,596.00



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	Oct. 13, 2025
Department:	Utilities
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Utilities Director K. Marie Strandwitz, PE
Engineering Services Manager Bryant Green, PE

ITEM TO BE CONSIDERED

Subject: Ordinance Amending Chapter 14 Article 3 – Modify Town and Customer Sewer Lateral Responsibilities

Attachments:

Ordinance

Summary:

This ordinance is to modify the code to establish public ownership of existing private sewer laterals from the public main to the road right-of-way or edge of sewer easement where there is no sewer cleanout to delineate public versus private responsibility. The current long-standing policy in this situation, as expressed in several town code sections and the Utilities Standards and Specifications, requires installation of a sewer cleanout at the right of way and evaluation of/replacement of the existing sewer lateral to the main to be performed by the property owner before the town will accept and maintain the portion in the public right-of-way.

In spring 2025, a customer with a failed sewer lateral beneath the road pavement without an existing cleanout experienced cost and contractor complexities, ownership and responsibility ambiguity from a plumber, and delays in repair. At its April 14, 2025 meeting, the customer requested the board consider town ownership in public right-of-way or easement due to cost, encroachment approval, complexity of repairs beneath pavement and contractor-homeowner agreement implications.

The proposed ordinance addresses this request yet still requires the customer to install a sewer cleanout at the right-of-way. This installation must be performed by a licensed professional hired by the owner, or town staff (if agreed upon by the town to perform the work and be reimbursed). The customer is still responsible for installing new or evaluating/replacing a defective or undersized sewer lateral to the main per town guidance and specifications for new connections or redevelopment as defined in existing code.

This code change only addresses existing active sewer laterals not under redevelopment that fail due to condition within the road right-of-way or sewer easement and puts responsibility on the town to repair or replace failed sewer laterals due to condition. This could include pipe collapse, holes or cracks due to corrosion or root intrusion, obstructions that can't be cleared by jetting, or by being undersized and experiencing a problem conveying private sewage to the collection system. It is intended that due to workload such replacements will be under a reactive manner when a problem occurs rather than initiating an effort to find and assess all laterals without a known cleanout.

Some minor clarifications and cleanup are also incorporated into this article.

Financial impacts:

Actual impacts are hard to estimate as failures are unpredictable. We estimate between 3-6 laterals per year could fall under this scenario. From tracking time, materials and equipment on past work, we know that sewer lateral replacements can cost between \$2,000 and \$15,000 depending on complexity, who owns the roadway, if it needs to be relocated, if special equipment is needed, etc.

Staff recommendation and comments:

There is not currently a complete count of sewer services without existing cleanouts, and it would be a big effort to catalog this given the few matters like this that arise compared to our customer base each year. These conditions are restricted to the older areas of town as current standards have for some time required the installation of a cleanout during construction. There are benefits to moving forward with a code/policy edit to accept at least maintenance responsibility within the right-of-way as the customer suggests and without cost recovery. This includes:

- Saving the customer from securing a licensed utility contractor.
- Having the work performed promptly.
- Avoiding pre-coordination between the town and utility contractor.
- Removing the need for customer/contractor to obtain an encroachment agreement or street cut permit.
- Ensuring town and NCDOT standards in roadways are maintained.
- Not having to track costs to bill the customer or work with the customer to collect payment afterward or deposit up front.

Original Considerations and Commentary:

- Ownership vs. maintenance. Many utilities take no ownership of a sewer lateral, but almost all the larger utilities, having ample staff and budget, will assist the customer in right-of-way repairs, with or without a cleanout present at the right-of-way, and without cost recovery. Many utilities will install the cleanout at the right-of-way during such repairs for future use.

Current code says the customer should install a cleanout. This has been maintained with this code edit, at least for cost avoidance or recovery if installed by the town.

- Cost recovery for addressing matters caused by misuse vs. failure of lateral due to age or faulty installation. Current Sewer Use Ordinance allows enforcement of failures due to rags or grease contributions. Root intrusion is a huge issue in sewer mains and laterals. Is this a maintenance matter a homeowner should budget for service or something beyond control? Should the town utilize enforcement authority in these cases either in place of cost recovery, charge for cost recovery in repair, or both for misuse situations?

The customer should be responsible for clearing any blockages on the private sewer lateral not causing physical failure of the piping. The proposed code is written this way.

- Equity for all customers. This can be viewed from both sides. Some customers with newer premises have cleanouts and the town maintains this section already. Some customers without cleanouts would get the same benefit, but the town would potentially assume expensive repairs that the entire customer base funds. Overall, sewer laterals benefit a single owner. Many utilities would rather not deal with them at all, but customers and the plumbing industry have grown to expect this service. The current code allows for the transition of ownership and maintenance upon certain circumstances like bringing it up to current standard. It also allows us to assist in emergencies and provides latitude to adjust specifications for owner relief. The proposal would be to assume ownership no matter condition or presence of a cleanout within the right-of way.

The proposed code puts ownership on the town to replace without cost recovery a failed sewer lateral within a road right-of-way or sewer easement. Estimated financial impacts are presented above.

- Redevelopment/new construction vs. failure of an existing lateral in current use. A redeveloped lot (addition of square footage, increased bathrooms/sewer flow) with an older, non-compliant lateral should have lateral evaluation and renewal if needed. This is growth related and not maintenance matters of an existing resident.

The proposed code clarifies that town assumption of ownership/maintenance will be for existing active sewer laterals not under redevelopment.

Action requested:

Vote on ordinance changes.



ORDINANCE

Chapter I4 - Article III Town and Customer Responsibilities Modifications to Sewer Lateral Ownership and Other Clarifications

WHEREAS, the following modifications to the code language seek to clarify town and customer responsibilities related to the water and wastewater system owned by the town; and

WHEREAS, the most significant modification is to change sewer lateral ownership responsibility of a sewer lateral serving a customer between the sewer main and right-of-way or easement regardless of presence of a sewer clean out to the town where formerly the customer would own to the sewer main where no sewer clean out was present.

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. Section 14-21. Town's responsibility and liability is modified as follows:

The town shall:

- (1) ~~Own and m~~Maintain the town's water ~~lines~~mains, including ~~laterals or water~~ service connections, within the ~~town's public~~ rights-of-way ~~and or~~ easements, to the water meter;
- (2) ~~Own and m~~Maintain the town's sewer ~~lines mains and sewer laterals existing~~ within the ~~town's public~~ rights-of-way ~~and or~~ easements, ~~including sewer laterals or service connections~~;
- (3) Refuse or terminate service if there is a cross connection to a private water supply, no backflow protection, or no sewer cleanout if one has been required under section 14-22(7) or other town policies or specifications ~~applicable to new connections~~;
- (4) Assume liability for damage only if such damage results directly from the town's negligence;
- (5) Assume no liability for damage done by or resulting from any defects in the piping, fixtures, or appliances on the customer's premises ~~or improper use of the system by the customer, guest or tenant~~;
- (6) Assume no liability for the negligence of third persons;
- (7) Be responsible for water service ~~lines~~ from the water main to ~~the boundary of the town's~~the public rights-of-way ~~and or~~ easements, unless the water meter is located beyond the property line. In ~~those such~~ cases, the town will be responsible for the water service ~~line~~ to the meter, ~~and yet~~ will reserve the right to relocate, ~~or require relocation by the owner in the case of redevelopment~~, said water meter to the ~~property line boundary~~right-of-way or easement in accordance with the town specifications and standard details;
- (8) Be responsible for sewer ~~service lines~~laterals from the ~~public~~ sewer main to ~~the boundary of the town's~~the public rights-of-way ~~and or~~ easements, ~~unless a sewer cleanout is not installed at this boundary. In those cases, the town's responsibility will end at the sewer main. If an existing sewer cleanout is not present at the public right-of-way or easement for ownership delineation, the town reserves the right to require installation of one by the owner in accordance with town specifications and standard detail. The town may agree to perform this work if resources allow, but will be fully reimbursed~~may require reimbursement and ~~allowed~~grant of property access from the customer.

Section 2. Section 14-22. Customer's responsibilities is modified as follows:

The customer shall:

- (1) Maintain the ~~private water and sewer piping~~ system ~~on his property~~ at ~~his~~ the customer's expense in a safe and efficient manner in accordance with the applicable state and local regulations ~~of the state division of environmental health and maintain the sewer piping system on his property up to and including the connection to the town's sewer line, in a safe and efficient manner in accordance with the applicable regulations of the state division of water quality.~~
 - a. The town shall not undertake to repair the town's water or sewer line mains until it has been determined that the disrepair, stoppage, or other impediment to the proper functioning of such line main exists within the town's lines system or that the town is otherwise responsible for having caused, created, or aggravated the disrepair, stoppage or other impediment.
 - b. If the property owner or his representative customer claims that the cause of a disturbance or stoppage exists within the town's lines system and an investigation discloses that such disturbance was caused by or actually exists in a line the private system for which the customer is responsible, the customer shall pay to the town the actual cost of making such investigation.
 - c. If the investigation discloses that the cause of such disturbance or stoppage is in a line part of the system for which the town is responsible and due to a defect in or failure of the piping for which the customer was not responsible, the town shall make such repair without charging the property owner for the repair or investigation.
- (2) Guarantee protection ~~for of~~ town facilities or equipment located on the customer's property;
- (3) Pay the cost of relocating town owned facilities and equipment if ~~done performed~~ at the customer's request;
- (4) Not make or cause to be made any cross connection with a private water supply;
- (5) Install proper and adequate backflow prevention devices where required by town code;
- (6) Install a pressure-reducing valve if deemed necessary by the ~~administrator town~~;
- (7) Install a sewer cleanout to town specifications and standard detail at ~~their property line~~ adjoining the town's public rights-of-way and/or easements when deemed required by the town for proper delineation and functioning of the system;
- (8) Be responsible to the town for damage to town property that is the fault of the customer, their guest or tenant. The cost of repairing or replacing such property will be added to the customer's monthly water bill or invoiced separately;
- (9) Secure and record any easements ~~or encroachment agreements~~ required to extend the public system or provide service lines to customer property ~~located outside the town, providing proof of recordation, if allowable by the town and in accordance with established town requirements~~;
- (10) Convey to the town, at no cost to the town, a perpetual easement ~~and or~~ right-of-way across any property owned by the customer that is necessary to allow town access and maintenance of lines providing the public system service as requested by such customer or developer with such easement or right-of-way satisfying being in accordance with established town requirements;

- (11) Be responsible for ~~his the~~ water service ~~line~~ and plumbing from the discharge end of the water meter to the ~~service line~~served structure(s) and plumbing termination. If the existing water meter is not at the property line, the customer shall allow the town to access ~~his the~~ property to relocate said water meter to the ~~property line~~right-of-way or edge of easement;
- (12) Be responsible for ~~his the~~ sewer ~~service line~~lateral and plumbing from the boundary of the ~~town's public~~ rights-of-way ~~and or~~ easements to the ~~sewer service line~~served structure(s) and plumbing termination, ~~unless a sewer cleanout is not installed at this boundary. In those cases, the customer's responsibility will begin at the sewer main where his service is connected.~~
- (13) Be responsible for evaluation and full renewal or relocation of an existing water service or sewer lateral as deemed necessary in the case of redevelopment, or installation of any new water service and sewer lateral in the case of new development. Both scenarios require adherence to established town requirements.
- (14) Maintain sufficient clearances around town water and sewer apparatus located near or on customer's property to enable access, operation, and maintenance of said apparatus. No plants, objects, or structures shall be located within the required clearances. If any grading (raising or lowering of the existing ground level) is desired within this clearance, the customer shall coordinate with the town utilities department to ensure that the utility devices remain accessible, and customer shall be responsible for any costs of related modifications. Clearance requirements shall include the area completely surrounding each apparatus, as measured from the center point of the device (radius), as follows:
- a. Fire hydrants: Three feet;
 - b. Manholes and concrete vaults: Six feet;
 - c. Water meters, valve boxes, sewer cleanouts, and other utilities apparatus not listed: Two feet.

Section 3. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 4. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 13th day of October in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Chapter 14 - Article III Town and Customer Responsibilities

Modifications to Sewer Lateral Ownership and Other Clarifications

WHEREAS, the following modifications to the code language seek to clarify town and customer responsibilities related to the water and wastewater system owned by the town; and

WHEREAS, the most significant modification is to change sewer lateral ownership responsibility of a sewer lateral serving a customer between the sewer main and right-of-way or easement regardless of presence of a sewer clean out to the town where formerly the customer would own to the sewer main where no sewer clean out was present.

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. Section 14-21. Town's responsibility and liability is modified as follows:

The town shall:

- (1) Own and maintain the town's water mains, including water service connections, within the public right-of-way or easement, to the water meter;
- (2) Own and maintain the town's sewer mains and sewer laterals existing within the public right-of-way or easement;
- (3) Refuse or terminate service if there is a cross connection to a private water supply, no backflow protection, or no sewer cleanout if one has been required under section 14-22(7) or other town policies or specifications;
- (4) Assume liability for damage only if such damage results directly from the town's negligence;
- (5) Assume no liability for damage done by or resulting from any defects in the piping, fixtures, or appliances on the customer's premises or improper use of the system by the customer, guest or tenant;
- (6) Assume no liability for the negligence of third persons;
- (7) Be responsible for water services from the water main to the public right-of-way or easement, unless the water meter is located beyond the property line. In such cases, the town will be responsible for the water service to the meter, yet will reserve the right to relocate, or require relocation by the owner in the case of redevelopment, said water meter to the right-of-way or easement in accordance with the town specifications and standard details;
- (8) Be responsible for sewer laterals from the public sewer main to the public right-of-way or easement. If an existing sewer cleanout is not present at the public right-of-way or easement for ownership delineation, the town reserves the right to require installation of one by the owner in accordance with town specifications and standard detail. The town may agree to perform this work if resources allow but may require reimbursement and grant of property access from the customer.

Section 2. Section 14-22. Customer's responsibilities is modified as follows:

The customer shall:

- (1) Maintain the private water and sewer system at the customer's expense in a safe and efficient manner in accordance with the applicable state and local regulations.
 - a. The town shall not undertake to repair the town's water or sewer mains until it has been determined that the disrepair, stoppage, or other impediment to the proper functioning of such main exists within the town's system or that the town is otherwise responsible for having caused, created, or aggravated the disrepair, stoppage or other impediment.
 - b. If the customer claims that the cause of a disturbance or stoppage exists within the town's system and an investigation discloses that such disturbance was caused by or exists in the private system for which the customer is responsible, the customer shall pay to the town the actual cost of making such investigation.
 - c. If the investigation discloses that the cause of such disturbance or stoppage is in a part of the system for which the town is responsible and due to a defect in or failure of the piping for which the customer was not responsible, the town shall make such repair without charging the property owner for the repair or investigation.
- (2) Guarantee protection of town facilities or equipment located on the customer's property;
- (3) Pay the cost of relocating town owned facilities and equipment if performed at the customer's request;
- (4) Not make or cause to be made any cross connection with a private water supply;
- (5) Install proper and adequate backflow prevention devices where required by town code;
- (6) Install a pressure-reducing valve if deemed necessary by the town;
- (7) Install a sewer cleanout to town specifications and standard detail at the public right-of-way or easement when deemed required by the town for proper delineation and functioning of the system;
- (8) Be responsible to the town for damage to town property that is the fault of the customer, their guest or tenant. The cost of repairing or replacing such property will be added to the customer's monthly water bill or invoiced separately;
- (9) Secure and record any easements required to extend the public system or provide service to customer property, providing proof of recordation, if allowable by the town and in accordance with established town requirements;
- (10) Convey to the town, at no cost to the town, a perpetual easement or right-of-way across any property owned by the customer that is necessary to allow town access and maintenance of the public system as requested by such customer or developer with such easement or right-of-way satisfying established town requirements;
- (11) Be responsible for the water service and plumbing from the discharge end of the water meter to the served structure(s) and plumbing termination. If the existing water meter is not at the property line, the customer shall allow the town to access the property to relocate said water meter to the right-of-way or edge of easement.
- (12) Be responsible for the sewer lateral and plumbing from the boundary of the public right-of-way or easement to the served structure(s) and plumbing termination.

- (13) Be responsible for evaluation and full renewal or relocation of an existing water service or sewer lateral as deemed necessary in the case of redevelopment, or installation of any new water service and sewer lateral in the case of new development. Both scenarios require adherence to established town requirements.
- (14) Maintain sufficient clearances around town water and sewer apparatus located near or on customer's property to enable access, operation, and maintenance of said apparatus. No plants, objects, or structures shall be located within the required clearances. If any grading (raising or lowering of the existing ground level) is desired within this clearance, the customer shall coordinate with the town utilities department to ensure that the utility devices remain accessible, and customer shall be responsible for any costs of related modifications. Clearance requirements shall include the area completely surrounding each apparatus, as measured from the center point of the device (radius), as follows:
 - a. Fire hydrants: Three feet;
 - b. Manholes and concrete vaults: Six feet;
 - c. Water meters, valve boxes, sewer cleanouts, and other utilities apparatus not listed: Two feet.

Section 3. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 4. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 13th day of October in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	Oct. 13, 2025
Department:	Community Services
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Engineering Services Manager Bryant Green, PE

ITEM TO BE CONSIDERED

Subject: Water and Sewer Extension Contract Renewal for Tryon III Project

Attachments:

Draft Water and Sewer Extension Contract Renewal for Tryon III

Summary:

The proposed Tryon III flex space project is located in the Meadowlands development at U.S. Hwy 70A and Meadowlands Drive. The original water and sewer extension contract for this project, approved in November of 2023, extended sewer infrastructure to Habitat's Auman Village Project. The Auman Village project is now obligated to construct both water and sewer lines through the Tryon III project area for water and sewer service, the Tryon III project's contract is revised to reflect this change. The existing agreement will expire in November of this year, and a replacement water and sewer extension contract is needed.

Financial impacts:

Continued operation and maintenance of onsite improvements will be covered under rate setting activities.

Staff recommendation and comments:

The Habitat for Humanity project to the east of this project is beginning construction and will need access to water and sewer infrastructure sooner than Tryon III can construct it. This project, now called Auman Village, will construct the water and sewer infrastructure that Tryon III ultimately connects to. The Tryon III water and sewer extension contract signed in November of 2023 will expire; this revised contract includes the town's updated language.

Action requested:

Authorize the town manager to execute the contract for the proposed new connection.

**ORANGE COUNTY
NORTH CAROLINA**

**TOWN OF HILLSBOROUGH
WATER/SEWER EXTENSION CONTRACT**

THIS WATER/SEWER EXTENSION CONTRACT (WSEC) is entered into this ____ day of _____ 2025 by and between 640 MEADOWLANDS DRIVE, LLC (hereinafter the “DEVELOPER”) and the Town of Hillsborough, a North Carolina municipal corporation (hereinafter the “Town”):

WHEREAS, the DEVELOPER proposes to extend the Town’s water and sewer system (hereinafter the “Work, or Improvements”) to serve its **TRYON INVESTMENTS PHASE III** project (hereinafter the “Project”); and

WHEREAS, the Work for the Project is more specifically identified in the appendices of this Contract; and

WHEREAS, DEVELOPER has agreed to pay certain costs associated with the proposed Work; and

WHEREAS, at its meeting held November 13, 2023, the Town Board of Commissioners originally authorized the proposed water and sewer main extension subject to execution of a WSEC and compliance with its terms; and

WHEREAS, the Town desires to execute an updated WSEC that aligns with its current standards; and

WHEREAS, at its meeting held October 13, 2025, the Town Board of Commissioners voted to execute this revised WSEC including an additional extension of water and sewer capacity reservation until October 13, 2027; and

WHEREAS, all prior versions of this WSEC are hereby nullified and voided and replaced with this version.

NOW, THEREFORE, the DEVELOPER and the Town, and the successors, and assigns of each of them agree:

(1) Subject to DEVELOPER’s compliance with the terms and conditions set forth herein, and subject to DEVELOPER obtaining all necessary approvals from the State of North Carolina or any other agency or authority with jurisdiction over the Work, the Town will permit the connection of Improvements constructed for the above-referenced Project to the Town’s water and sewer systems.

- a) The Town reserves the right to refuse to allow connection to or to temporarily reduce the capacity reservation for the Project by, the Town water and/or sewer system when such connection would cause the Town’s system or the operation thereof to be in violation of any applicable state or federal requirement; or (ii) for reasons not known or foreseen by the Town at the time this contract was executed that would create a clear and present danger to the public health or safety. Reasons for refusal to allow connection shall include, but not be limited to, lack of water supply or lack of capacity of one or more components of the water or sewer system.

- b) The Town's authorization to connect to the Town's water and sewer system, including any capacity reservations noted, under this Contract shall expire if (i) substantial (i.e. more than token) construction of the project has not begun by **October 13, 2027**; (ii) after construction begins, construction ceases for a continuous period of more than one year (unless a result of an action by the Town); or (iii) the extension to be constructed pursuant to this contract has not been connected to the Town's system in accordance with the requirements set forth herein within two years from water or sewer construction commencement, unless extended by writing before the expiration.

(2) Nothing in this Contract shall be construed as constituting express or implied approval of the Project by the Town under any applicable Town zoning, subdivision, or other land use ordinance.

(3) The DEVELOPER agrees to comply with or satisfy the following terms and conditions as well as those set forth in Appendix A and acknowledges that the Town's authorization to connect the proposed extension to the Town's system is specifically contingent upon compliance with and satisfaction of the same. If these conditions are not met, this Contract will be rendered null and void and the DEVELOPER will need to re-negotiate a new Contract for extension of service from the Town.

A. General Conditions:

1. Unless otherwise explicitly and specifically stated, DEVELOPER shall bear the costs and expenses of all obligations and duties created by this Contract, including without limitation, engineering and legal fees incurred by the Town in connection with the proposed extension. The Town will invoice the Developer for such costs incurred, and payment is due within 30 days.
2. The Town will permit the use of the extension to the Town's water or sewer system only after the Improvements have been successfully tested pursuant to paragraph D.1, all the conditions set forth in Sections B, C, and D and any costs billed per A(1) and Section E, and any additional conditions appended hereto, have been satisfied.
3. The Town shall own and maintain the Improvements constructed under this contract after they are accepted by the Town Board of Commissioners pursuant to paragraph D.2 and until such time as the Improvements have been accepted by the Town Board, the DEVELOPER remains responsible for all maintenance and repairs to the Improvements.
4. The DEVELOPER shall warrant all materials and workmanship of the Improvements pursuant to the Post-Construction Conditions of this Contract. Should defects in workmanship or materials be discovered in work done pursuant to this contract by or for the DEVELOPER during the warranty period as set forth in the Post-Construction Conditions, the DEVELOPER shall be responsible for seeing that all such defects are promptly corrected at the DEVELOPER's expense and written evidence of such in a format acceptable to the Town.
5. The Town may make or authorize extensions or connections to or from any of the Improvements

constructed pursuant to this Contract without permission of the DEVELOPER.

6. Water and sewer service shall meet all minimum State and Town standards. The Town makes no warranty as to any water quality, quantity, or pressure to be provided.
7. This Contract may be assigned by the DEVELOPER, but such successor or assignee shall obtain no rights hereunder until after it has provided the Town with a written acknowledgment of the assignee's assumption of all DEVELOPER's obligations and responsibilities under this Contract.
8. This Contract is specific to the Project named above and described in Appendix A as approved by the Town Utilities Department and the Board of Commissioners. Any change or alteration in the approved intended use, i.e., residential, and commercial development, or configuration of the approved Improvements of such Project by the DEVELOPER or successor or assignee shall, absent the written consent of the Town, void this Contract.
9. DEVELOPER shall employ a licensed North Carolina engineering firm and engineer to prepare the design and to provide construction administration services throughout the entire Project.
10. The words "line" or "lines" shall include "main or "mains" unless the contract otherwise requires. "Sewer" means "sanitary sewer."
11. This Contract shall be deemed made in and shall be construed in accordance with the law of North Carolina.

B. Pre-Construction Conditions

1. Water and sewer capacity allocated to the Project will be noted in Appendix A and any changes in Project scope requiring more or less than the allocated amount will require an amendment to this Contract.
2. DEVELOPER shall engage a licensed North Carolina Professional Engineer to prepare plans and specifications for the construction of water improvements and/or sanitary sewer improvements to serve the Project. The Project shall not rely solely on the Town's Standard Utility Specifications, which may not cover all methods of construction or administrative matters (e.g., shoring, trenching, backfill, pipe laying, handling rock or hazardous wastes, bypass pumping, temporary water service, general and special conditions, site security, payment and change processes, geotechnical or other investigations, etc.). The licensed Professional Engineer shall make all necessary field observations to certify the record drawings and required permits, the Town's Inspector shall not provide this field observation on behalf of the Developer's Professional Engineer.
3. The DEVELOPER shall secure formal approval of the water and sewer construction plans and specifications by the following agencies or authorities (and any other government agencies which may have jurisdiction over one or more elements of the Project), and provide approvals of such to the Town:

- Town Utilities Department
 - Town Public Works Street Cut Permit
 - North Carolina Department of Environmental Quality (if the Project entails any site infrastructure that is considered private, the plans and permit applications shall clearly delineate such and two applications may be required)
 - North Carolina Department of Transportation
4. The DEVELOPER shall secure and record all required easements for the Work. The Town may provide a boilerplate easement document for utilization. DEVELOPER shall ensure no unauthorized encroachment into dedicated utility easements during the remaining course of construction.
 5. The DEVELOPER shall schedule a pre-construction meeting to include the Town Utilities Department, the Town Planning Department, the Contractor, major Subcontractors, and other pertinent stakeholders prior to commencement of the Work and at this time will provide the Town a list of all pertinent contacts for the Project (name, role, company, E-mail and mobile phone of engineer, surveyor, prime and subcontractors). This meeting is specific to utilities construction.
 6. DEVELOPER shall provide a copy of this WSEC to its engineer, surveyor, and licensed utilities contractor and submit proof to the Town of same in the form of written acknowledgement by recipients.
 7. The DEVELOPER shall instruct its contractor to submit to its engineer all material and shop drawing submittals and for its engineer to share all approved submittals with the Town.
 8. The DEVELOPER shall pay all fees for the Improvements due to the Town prior to construction of the Improvements.
 9. The Town will not accept new pumping stations except under extraordinary circumstances. If the Town accepts a pumping station in the Project design, the DEVELOPER shall pay the Town's Perpetual Maintenance Fees for such Improvements as required by the Town Code.
 10. The DEVELOPER shall ensure that its engineer, surveyor, and contractor receive a copy of the final approved permits, plans and specifications for the Project and is aware of the Town's Utility Specifications, Standard Details and As-Built Digital Submittal Requirements prior to construction commencement, as applicable to each. Failure of the DEVELOPER or DEVELOPER'S project team responsible for preparing documentation or executing the Work for DEVELOPER to satisfy this WSEC, including not remedying construction deficiencies, will cause delay in setting of meters and Certificates of Completion.

C. Construction Conditions:

1. Unless otherwise provided in this Contract, all construction shall be in accordance with Town and State policy, standards, and specifications at the time of construction commencement.

- a) The Town shall approve the size and type of material for all water and sewer lines and points of actual or future connection to the Town system.
- b) The Town shall provide, construction observation of the water and sewer Improvements by a competent, and experienced inspector (Inspector) which may be Town staff, or an outside vendor contracted by the Town. Inspection by the Town does not consist of or imply supervision.
 - i. The role of the Town's construction observation is to ensure the Town's interests are met regarding construction of the Project for which it is to assume ownership, but not to provide information to DEVELOPER's team for the preparation of record drawings or other acceptance documentation which remains the responsibility of the DEVELOPER. DEVELOPER shall reimburse Town for observation services according to its or its vendor's contracted fee schedule within 30 days of receipt of invoices for all third party vendors used. DEVELOPER shall reimburse Town for observation services provided by Town staff at the rate in the Town's fee schedule.
- c) All work on the extension of water or sewer lines shall be subject to inspection by the Town or it's designee, and no Work may be covered up until such inspection has occurred. If any Work is covered up prior to inspection, the town may require such Work to be uncovered or exposed for inspection at the DEVELOPER'S expense. If, in the judgment of the Town, there is a demonstrated lack of competent supervision by a Contractor, the Town may halt work until approved supervision is obtained and the work done in accordance with town specifications and requirements.
- d) The Town shall require acceptance testing to determine whether the Work complies with State and Town standards and specifications. All such testing shall be at the DEVELOPER's expense, and a Town representative must be present when testing occurs unless declined or delegated in writing. The DEVELOPER or its Contractor must provide the Town at least 48 hours advance notice of any testing. The Contractor shall document the testing of each segment in detail (type of test, date, test conditions and results, pass/fail) on legible forms. Contractor's failure to document a test will require retesting and a retesting fee for each instance thereafter.
- e) The Inspector shall be onsite each day that meaningful work is performed and shall prepare daily logs to be submitted weekly to the Town. Daily logs shall include a general description of the work performed that day, weather conditions, equipment used, number of crew, any installation observations, or concerns, and who they were communicated to, and associated photos with a photo log. The Inspector shall routinely communicate on progress and issues that arise.
 - i. Meaningful work means the installation of water or sewer infrastructure and appurtenances that will become part of the public system of the town, installation

of water or sewer services, making taps to existing Town water or sewer mains, testing (including flushing and chlorinating of water mains) of water or sewer systems for acceptance, testing of soils for compaction around water and sewer systems, pouring thrust blocking, constructing pumping stations, tanks or other water and sewer features.

- f) The DEVELOPER's engineer/construction team shall consult with the Inspector about any significant field changes. The DEVELOPER's engineer shall gain approval in writing from the Town's Utilities Director or delegated staff (which is not the Inspector) prior to making such changes. Changes shall be reflected on the record drawings.
 - i. Significant change may include but not be limited to adding or deleting or changing the alignment or grade of infrastructure; moving hydrants, manholes, valves or backflow prevention device locations; adding additional services; changing pipe sizes or materials; adding couplings; or making other changes that will affect the layout or operation of the system as designed and approved. In some cases, changes may necessitate a modification of a permit or encroachment. DEVELOPER is responsible for initiating such modifications.
- g) All Work on the Improvements shall be performed by a contractor currently licensed to perform this type of Work in North Carolina.
- h) DEVELOPER shall have their construction contractor coordinate with the Town on tie-in plans and water shutdowns at least one week in advance. Contractor shall be responsible for notification to customers of water disruptions with prior notification language approval by the Town.
- i) Town shall operate any existing system features (i.e., valves, hydrants) to accommodate Work by contractor, unless permission for others to operate such features is granted by the town in writing. Unauthorized operation of hydrants or valves or other system components by DEVELOPER or its contractor (or subcontractor(s)) without prior approval of the town constitutes tampering and theft and will result in the Town assessing fees and civil penalties as outlined in town code Section 14-16.
 - i. Should DEVELOPER fail to pay an assessment imposed pursuant to this paragraph or if tampering occurs repeatedly on the Project, the Town may stop work on the Project until the assessment is paid, or some other arrangement is made to satisfy the Town that no further tampering will occur. Repeat instances of tampering may result in the Town nullifying this Contract.
- j) DEVELOPER shall report any instances of sewer bypass or overflow, or any instance of water system issues, caused by the Work to the Town within one hour of issue becoming apparent and the appropriate regulatory agency if and as required.

- i. DEVELOPER is solely responsible for any civil fines, penalties, or enforcement actions associated with the Work or performance.
 - k) DEVELOPER shall ensure contractor checks and confirms line and grade throughout installation of future public gravity sewers to ensure proper slope and alignment per plan. Failure to comply with minimum slope shall result in the removal and replacement of such sewers mains at proper grade, at DEVELOPER's cost.
 - l) DEVELOPER shall provide proof of approved product submittals to the Town prior to construction commencement.
 - m) DEVELOPER shall require its contractor to provide 48-hours' notice to the Town in advance for any taps and acceptance testing.
 - n) DEVELOPER shall require that its water and sewer contractor have its field superintendent onsite during all construction of the Improvements. The field superintendent and a secondary field contact shall be identified at the preconstruction meeting.
 - o) The DEVELOPER shall ensure that the water and sewer contractor maintain field records of the Work as it progresses and shall have a registered land surveyor collect and seal as accurate, the location and survey attributes for all water and sewer features as required by the Town according to its As-Built Digital Submittal Requirements as Attached in Appendix B. Any missing information to meet the requirements shall be collected at the DEVELOPER expense and prior to Town acceptance of the system.
 - p) The DEVELOPER shall prepare and submit final as-built drawings of the Work which are sealed by a North Carolina registered Professional Engineer.
 - q) Off-road vehicles or metal tracked equipment is prohibited to be driven over installed utilities. The evidence or observation of off-road vehicles or metal tracked equipment driving over installed utilities after inspection may require reinspection and retesting at the costs listed in Section E at the discretion of the Town.
2. The DEVELOPER shall bear the total cost of all water and/or sewer observation, permit compliance, construction, security instruments, insurance, testing and dedication and acceptance documentation within the Project and all water and/or sewer construction required to extend service to the Project, unless negotiated otherwise and stated in this Contract.

D. Post-Construction Conditions:

The following stages shall be completed after construction of the Project:

- 1. Prior to use of the Project for any reason the Town shall have performed a pre-acceptance inspection and received from the DEVELOPER and approved:

- a) sewer smoke testing and televising reports as required by the Town specifications and as attached as Appendix C,
- b) copies of all acceptance testing performed on the Improvements, including any testing of backflow prevention devices; fats, oils and grease interceptors or separators; fire flow or apparatus testing (as it relates to affecting the public water system); sewer manhole vacuum testing; sewer and water main pressure and leakage testing; mandrel testing; geotechnical compaction testing if utilized; and bacteriological testing of any water mains,
- c) two printed copies (1 full D-size and 1 half-size) and one electronic PDF copy of the sealed as-built drawings (full as-built drawings should be presented unless the Town agrees to accept a series of partial as-built drawings),
- d) a full CAD version of the final as-built drawings including all necessary X-references and font files to make a complete view of the data in Autodesk's AutoCad 2020 or other Autodesk CAD viewer software,
- e) a contractor's notarized affidavit that the drawings accurately represent the as-built improvements,
- f) the completed Engineering Certifications executed by the Professional Engineer of record indicating that work has been performed in substantial compliance with the approved plans and specifications and that the state has received such certifications and approved them (final certification should be provided unless the Town agrees to accept a series of partial certifications and then a final certification), and,
- g) evidence the noted deficiencies, including any noted from the sewer televising and smoke testing, have been corrected by the DEVELOPER'S contractor and approved by the town, unless the Town has provided written permission for specific minor deficiencies not affecting the operation of the system to be corrected before town acceptance of the system per Item D(2)(g).

2. Prior to the Town accepting the system for ownership, the Developer shall:

- a) provide a Contractor's Affidavit and Release of Liens from all subcontractors and materialmen,
- b) provide digital data as required by the Town's As-Built Digital Submittal Requirements,
 - i. the digital data will be quality checked by the Town's surveying firm (typically 10% of the system). Additional time shall be accounted for this effort in DEVELOPER's schedule,
 - ii. the data shall be corrected at the DEVELOPER's expense if significant discrepancies

exist between the survey data exist from the quality check,

- iii. The charges for the Town to perform the quality check and input the data into the town GIS system will be billed to the DEVELOPER.
 - c) convey to the Town and record or cause to have recorded in the Orange County Registry all deeds of easement and plats showing all water and/or sewer easements required to serve the Project,
 - d) provide an engineer-certified Statement of Value per bid line item of the final cost of the water and sewer Improvements,
 - e) have submitted all daily field reports and other pertinent Project records as requested such as approved submittals, Requests for Information, Field Work Orders and Change Orders,
 - f) ensure all Engineering Certifications are final,
 - g) All Town punch list items are completed and signed off upon,
 - h) provide developer completed state Change of Ownership forms to transfer the state-permitted sewer Improvements that are to become public to the Town (the Town will execute its portion and submit to the state upon Town Board of Commissioners acceptance),
 - i) formally dedicate to the Town by letter all physical Improvements constructed to serve the project that is the subject of this contract, which Improvements shall become part of the Town water and sewer system upon acceptance by the Town Board of Commissioners and will thereafter be owned and maintained by the Town, with exception of the warranty conditions, and
 - j) present a warranty in the name of the Town of Hillsborough for a minimum period of two years from the date of Town Board of Commissioner acceptance of the construction for the Project or phase of Project.
3. Prior to the Town approving meter setting or final building permit sign-off for Certificate of Occupancy the DEVELOPER shall:
- a) Have met the conditions of this WSEC except for the warranty period.
 - b) Address any damaged utilities occurring after the Town's pre-acceptance walk through and state permit certifications that are a result of building out the development subsequent to the water and sewer installation to the Town's satisfaction.
 - c) All construction and post-construction phase utility fee invoices are paid in full.
4. It shall be the DEVELOPER's responsibility to request release of the warranty at a point not earlier

than two years from the date of acceptance of the system by the Town. The warranty shall remain in effect until such time as all four of the following conditions are satisfied:

- a) Town staff have evaluated the system for the end-of-warranty release and provided documented comments of defects to be corrected,
 - b) DEVELOPER has performed end-of-warranty sewer smoke testing and televising (CCTV) and provided such to the Town for review in accordance with the Town's specifications,
 - c) DEVELOPER has corrected any defects noted by the Town staff in its evaluation of the system and the Town has verified this, and
 - d) The Town has returned or noted cancellation of the warranty security instrument.
5. As water and sewer mains along with stormwater infrastructure are typically the first to be installed in a development, they are not operational and subject to damage during the subsequent construction process. Submittal of an engineering certification related to a state water or sewer extension permit to satisfy its requirement does not constitute full acceptance by the Town. The engineering certification required by state extension permits is not all inclusive of town acceptance requirements and is not reflective of future damages to or proper operation of an installed water and sewer system after construction of the development. The Town reserves the right to require repair of damages and correction of other unauthorized modifications or encroachments prior to accepting the water and sanitary sewer systems for town ownership.

E. Fees:

1. All fees and charges to be paid pursuant to this Contract shall be calculated in accordance with the Town's fee schedule or outside vendor contractor fee schedule in effect when the fees and charges are paid, or if not in the fee schedule, as outlined in this section. Fees typically are adopted as part of the Town's budget process each year with an effective date of July 1 and are subject to change.
2. DEVELOPER's construction of Improvements pursuant to this Contract shall not relieve DEVELOPER of the obligation to pay applicable fees under the Town's water and sewer ordinances and policies in effect at the time the fees are paid, and this Section E, except as amended by Appendix A.
3. DEVELOPER's construction of Improvements pursuant to this Contract does not affect the Town's policy with respect to the fees to be paid to the Town by property owners other than DEVELOPER for connection to the improvements constructed by DEVELOPER pursuant to this Contract. Nor shall DEVELOPER have any right to collect fees from persons connecting onto or extending the improvements constructed under this Contract.
4. The following fees will be applicable to the Project:

- a) Water and sewer system development, engineering review, inspection and meter fees as applicable and published in the fee schedule referenced in Section A(1) and herein.
- b) Perpetual Maintenance Fees for any approved pumping station per town code calculations.
- c) Tampering fees as outlined in Item C(1)(i).
- d) DEVELOPER shall ensure its water and sewer contractor is prepared for acceptance testing by pre-testing items in advance. Reinspection fee for each recurring trip for previously failed tests, a call for testing that requires the Inspector to wait more than 30 minutes or observation by the Inspector that the items are not ready to be tested, or no timely notification of cancellation (4 hours in advance) of testing will be charged to DEVELOPER at the fees established in the adopted town fee schedule.
- e) DEVELOPER shall ensure the construction is conducted in an orderly and organized fashion and that the Town's resources are efficiently utilized. Repeated and duplicative effort by the Town on a project will require reimbursement from the Developer for staff time and travel in accordance with Section 14-68 of the Town Code of Ordinances.
- f) Construction water for the Project will not be obtained from the Town's water system unless through rental of a hydrant meter, installation of a construction meter (for home building), or through bulk water purchase from the Town's Water Treatment Plant in accordance with policies and rates in place at the time of rental.
- g) DEVELOPER shall reimburse the Town for review of sewer CCTV tapes at the rate established in the town adopted fee schedule. CCTV that is submitted not in accordance with the Town CCTV specifications will be immediately rejected with a one-time charge as presented in the town adopted fee schedule.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract in duplicate originals, as of the day and year first above written.

640 MEADOWLANDS DRIVE, LLC

TOWN OF HILLSBOROUGH

By: _____
Signatory Title

By: _____
Eric J. Peterson
Town Manager

ATTEST:

ATTEST:

Town Clerk
Sarah Kimrey

This Contract is approved to as form:

Town Attorney

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

Dave McCole, Finance Director

List of Appendices:
Appendix A - C

TRYON INVESTMENTS PHASE III

TOWN OF HILLSBOROUGH WATER/SEWER EXTENSION CONTRACT APPENDIX A

DEVELOPER agrees to satisfy the following conditions in addition to those set forth in the WATER/SEWER EXTENSION CONTRACT before the Town will permit the connection of Improvements constructed for the above referenced Project to the Town water and sewer system:

1. The Project has reserved 200 gpd of water and wastewater capacity, which is valid in accordance with the terms of this Contract. Additional reservations of capacity to project or external lots shall be requested and approved separately with supporting documentation.
2. All water meters for the project shall be purchased at once from the Town at the prevailing rate at the time meters are purchased.
3. Public facilities for the project consist of approximately 30LF of 2" water service and 1.5" meter located in a public utility easement.
4. Developer shall have Contractor coordinate with the Town on tie-in plans and water shutdowns at least one week in advance. Contractor shall be responsible to notification to customers of water disruptions in a manner approved by the Town.
5. Developer's CONTRACTOR shall report any instances of sewer bypass or overflow, or any instance of water system issues, caused by the Work.
6. To receive a certificate of completion, the conditions of the contract shall be met including receipt of passing backflow device testing reports through the town's third-party BSI Online system.
7. DEVELOPER shall sign and record an encroachment agreement for all fences, vegetation, or trees within the public water and sanitary sewer easement prior to the final Certificate of Occupancy being issued for the project. The encroachment agreement shall be in a format approved by the Town and include the Town's standard language for encroachments. Only vegetation, curb and gutter, pavement, and fencing included by the DEVELOPER on the approved construction drawings shall be permitted within the public water and sanitary sewer easement, encroachments not shown on approved construction drawings are prohibited.
8. The water line and sewer line installed across the southern portion of this property are covered by a separate Water and Sewer Extension Contract (WSEC) with the adjoining property owner/developer. The WSEC for the adjoining property covers all conditions and terms for the installation of that infrastructure, only assets proposed as new as part of the construction drawings for the Tryon Phase III project are covered by this contract.

APPENDIX B

APPENDIX C



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: Planning and Economic Development
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Dakotah Kimbrough, Planning Technician

ITEM TO BE CONSIDERED

Subject: Special Event Permit – Team PHenomenal Hope 5K Run/Walk

Attachments:

Special Event Permit Application

Summary:

Team PHenomenal Hope is requesting to have a 5K Run/Walk on Sunday, Nov. 2, from 8:30 a.m. to 11:30 a.m. This event's goal is to raise money and awareness for pulmonary hypertension. It will start and end in River Park and participants will take a loop on the Riverwalk Greenway. Setup will begin at 6:30 a.m. and breakdown will commence by noon. Approximately 150 people are expected to attend, with peak attendance between 9 a.m. and noon.

The organization plans to erect two 10'x10' canopies and one 8'x16' stage. There will be a short program with a few speakers and music at the start of the event. Cornhole games, two balloon columns, and tables for event sponsors will be located near the pavilion. No merchandise or food vendors will be present.

No town-sponsored services are being requested, but board approval is required for use of the Riverwalk Greenway.

Financial impacts:

None; no town-sponsored services are requested.

Staff recommendation and comments:

Staff will apply standard conditions for greenway use (no permanent markings, comply with noise ordinance)

Action requested:

Approve, approve with conditions, or deny the special event permit.



APPLICATION Special Event Permit

Planning and Economic Development Division
101 E. Orange St., PO Box 429, Hillsborough, NC 27278
919-296-9470 | Fax: 919-644-2390
planning@hillsboroughnc.gov
www.hillsboroughnc.gov

Please review Chapter 7, Article 3 of the Hillsborough Code of Ordinances to determine if your event requires a special event permit. **The application must be received 60 days in advance of the event.**

Name of event: PHenomenal Hope Run/Walk

Event location address: 140 E Margaret Ln, Hillsborough, NC 27278

Date(s) of event: November 2nd, 2025

Event setup time: 6:30 a.m. Event hours: 8:30 a.m.-11:30 a.m. Event breakdown: 12pm

Date(s) of event: _____

Event setup time: _____ Event hours: _____ Event breakdown: _____

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: Team PHenomenal Hope

Organization/company mailing address: 2206 N Main St, #141, Wheaton, IL 60187

Organization status: ☐ Formal ☐ Informal ☐ For-profit ☒ Not-for-profit

Event organizer name: Maggie Jervey

Event organizer phone: 703-587-524 Event organizer email: maggie.jervey@teamphenomenalhope.org

On-site contact(s) during the event:

Name: Maggie Jervey Cell phone: 703-587-2524

Name: _____ Cell phone: _____

GENERAL EVENT INFORMATION

Type of event:

- ☐ Private event on private property ☒ Public event on public property
☐ Private event on public property ☐ Public event on private property
☐ Street or greenway event (includes parades, marches, rallies, and foot and bike races)

General event description:

Please outline the event purpose and elements, including items such as food trucks, car shows, races and vendors.

We will be gathering for a 5K charity walk at River Park and along the River Walk trail to raise money and awareness for pulmonary hypertension.

We will have corn hole and 2 balloon columns along with tables for our corporate sponsors under the pavilion.

We will have a stage with a short program with a few speakers, and a DJ who will play light background music in the beginning and end.

Estimated number of people who will attend the event: 150

Estimated peak time(s) of attendance: 9 a.m.-12 p.m.

Maximum capacity of event location (number of persons, if applicable): _____

For annual events, the estimated attendance of the last event of this kind: 100

GENERAL EVENT QUESTIONNAIRE

Will tickets be sold or admission or fees charged as part of the event? ☐ Yes ☒ No

Will alcohol be sold or provided as a part of this event? ☐ Yes ☒ No

If yes regarding alcohol:

Indicate the vendor(s) and/or ABC permit holder(s) responsible for the alcohol sales or distribution and attach a copy of the ABC permit(s) for each vendor:

Note: Alcohol may only be sold by vendors with an off-premise permit or by event organizers with a special one-time ABC sales permit. Alcohol sales may be subject to the prepared food and beverage tax.

Will vendors be on site selling goods, crafts or wares during the event? ☐ Yes ☒ No

Will vendors be on site selling food or beverages during the event? ☐ Yes ☒ No

Note: Vendors without a physical location in town and food trucks without Town of Hillsborough Food Truck Permits must pay the food and beverage tax in advance of selling prepared food or beverage. For the tax application, see the Financial Services Department page on the town website, hillsboroughnc.gov.

List name(s) of the vendors:

Will you solicit donations as part of the event? ☒ Yes ☐ No

If yes, for what cause or organization? Team PHenomenal Hope

Will you bring additional equipment, such as stages, microphones and amplification? ☒ Yes ☐ No

Please explain: We will have a 8x16ft stage and one wireless microphone for speaking with 2 speakers for sound am

Will any items be left at the event site overnight? ☐ Yes ☒ No

Please explain: _____

Will signs or banners be displayed on site or around town?

☒ Yes ☐ No

Note: Special event signage *must be applied for and permitted separately BEFORE signage is placed around town. See the Reservations page on the town website, hillsboroughnc.gov.*

Will tents be erected for the event?

☒ Yes ☐ No

If yes, how many and what size? 2 10x10 tents

Note: Tents may require a permit and inspection by the Orange County Fire and Life Safety Division depending on size and number. Tents should be shown with location and dimensions on the event map or layout.

Will you provide (portable) restroom facilities?

☐ Yes ☒ No

Note: Depending on attendance numbers and duration, restroom facilities must be provided by special event organizers. Restrooms of local businesses and town and county facilities may complement but not be a substitute for providing adequate restrooms for the event.

Will you provide (portable) handwashing facilities?

☐ Yes ☒ No

Note: Handwashing facilities are required for events that include on-site food preparation and/or sales without direct or immediate sink access.

Will the event require any street closures or change in traffic flow?

☐ Yes ☒ No

Will the event require additional trash and recycling facilities?

☐ Yes ☒ No

Will you request that the town board sponsor specific services in conjunction with this event?

☐ Yes ☒ No

☐ Road closures

☐ Police coverage

☐ Traffic control

☐ Trash and recycling rollouts

Number of rollouts _____

EVENT MAP AND LAYOUT REQUIREMENTS

With this application, you must attach a map of the area that the event is to take place and indicate the following:

- Traffic flow — Include any streets requested to be closed or obstructed (law enforcement will determine locations of barriers and officers).
- Event route — Clearly show route if the event includes an event such as a parade or greenway closure.
- Parking areas — Note areas where event attendees will be directed that are adequate for the event attendance. The Eno River Parking Deck has 400 parking spaces.
- Pedestrian access and flow.
- Location of —
 - Any concession stand, food truck(s), booth, or other temporary structures, tents, stages or facilities.
 - Proposed fences, stands, platforms, benches, or bleachers.
 - Restroom and handwashing facilities.

Note: A street map and Gold Park map are available on the town's website. Google Maps is another resource and can be easily marked up. Contact staff if you need assistance with providing an event layout or route map.

EVENT LIABILITY INSURANCE

Event organizers and/or property owners need to insure themselves from liability in case event attendees injure themselves during the course of the event. Events occurring on public property (town or county) are required to carry event liability insurance with the public property owner listed as "additionally insured."

Copy of event liability Certificate of Insurance is attached: ☒ Yes ☐ No

Name of insurance company providing liability coverage for the event:

American Specialty Insurance and Risk Services, Inc.

Contact information for broker/agent providing coverage:

Jake Britt: jake.britt@mcgriff.com

EVENT PROPERTY USE PERMISSION

If the event will be on property not owned or managed by the event organizer, then the property owner must indicate consent below for the use of the property:

Name of property owner

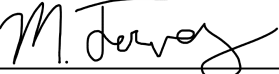
Phone

Signature of property owner

Date

TOWN LIABILITY AGREEMENT

I, the applicant, agree to indemnify and hold harmless the Town of Hillsborough, its employees, and its agents from and against any and all liability for any injury that may be suffered in connection with this special event approval or park reservation. I also hold harmless the Town of Hillsborough, its employees, and its agents from and against any liability for any equipment or supplies lost, damaged, or stolen that are stored or otherwise as a result of this special event.



Applicant signature

10/2/25

Date

SUBMITTAL DIRECTIONS:

The following methods may be used:

- Submit electronically to Planning Technician Dakotah Kimbrough at dakotah.kimbrough@hillsboroughnc.gov
- Submit paper copy to:
Hillsborough Planning Department
ATTN: Planning Technician Dakotah Kimbrough
PO Box 429
101 E. Orange St.
Hillsborough, NC 27278

FOR OFFICE USE ONLYApplication received by: Dakotah KimbroughDate: 10/2/2025 Fee paid: _____Date information emailed out: 10/3/2025**Permit Status**Approved: ☐ Yes ☐ No

Explanation: _____

Date permit issued: _____

Approved with any conditions: _____

By: _____

Name of town staff member

Date

Forwarded to:

- ☒ Hillsborough Communications Division
- ☐ Hillsborough Financial Services Department (Food and Beverage Tax)
- ☒ Hillsborough Police Department
- ☒ Hillsborough Public Space Manager
- ☐ Hillsborough Public Works Division
- ☐ North Carolina Department of Transportation (DOT road closures)
- ☐ Orange County Asset Management Services (Visitors Center, library, courthouses)
- ☒ Orange County Department of Environment, Agriculture and Parks and Recreation (River Park)
- ☒ Orange County Fire and Life Safety Division
- ☒ Orange County Sheriff's Office
- ☐ Orange Rural Fire Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Team Phenomenal Hope 2206 N Main St #141 Wheaton IL 60187		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11150	

COVERAGES**CERTIFICATE NUMBER:** 1002402789**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		SBCGL6279200	10/28/2025	11/08/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2011 Additional Insured - Managers or Lessors of Premises, but only with respect to PHENOMENAL HOPE RUN/WALK on November 02, 2025.

CERTIFICATE HOLDER**CANCELLATION**

Town of Hillsborough 101 E. Orange St. Hillsborough NC 27278	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Patch Park

W Margaret Ln

Weaver Street Market



River Park

River Walk
Picnic Area

Hillsborough
Community Garden

Gold Park

on St

104

Tuscarora

Section 5, Item E.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	Oct. 13, 2025
Department:	Planning and Economic Development
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Dakotah Kimbrough, Planning Technician

ITEM TO BE CONSIDERED

Subject: Special Event Permit – Hillsborough Holiday Bazaar

Attachments:

Special Event Permit Application

Summary:

This seasonal market has taken place in the Eno Arts Mill in the past, but due to ongoing renovation of the space after Tropical Storm Chantal, the Orange County Arts Commission is requesting to host this year's event on the Orange County Courthouse lawn.

Event setup will begin at 7 a.m. and breakdown will be completed by 6 p.m. Approximately 800 people are expected to attend throughout the day, with peak attendance around noon. Multiple 10'x10' pop-up canopies will be erected for vendors on the lawn, and one larger 25'x45' canopy will be erected on Court Street. Small, amplified musical acts will be performing on the north side of the courthouse steps. Portable toilets and handwashing stations will be delivered the Friday before and picked up the following Monday. They will be notified that all food trucks must have a current permit or submit a Single-Day Tax Compliance form.

The organizers are requesting seven trash rollout carts and road closure of Court Street from 7 a.m. to 6 p.m. to allow space for food trucks and vendor loading/unloading.

Financial impacts:

Low; however, sponsorship is being requested for town-sponsored services, so departmental-level costs are associated with Public Works assistance.

Staff recommendation and comments:

None.

Action requested:

Approve, approve with conditions, or deny the special event permit.



APPLICATION Special Event Permit

Planning and Economic Development Division
101 E. Orange St., PO Box 429, Hillsborough, NC 27278
919-296-9470 | Fax: 919-644-2390
planning@hillsboroughnc.gov
www.hillsboroughnc.gov

Please review Chapter 7, Article 3 of the Hillsborough Code of Ordinances to determine if your event requires a special event permit. **The application must be received 60 days in advance of the event.**

Name of event: 4th annual Hillsborough Holiday Bazaar

Event location address: old Courthouse lawn, 104 E King St, Hillsborough, NC 27278

Date(s) of event: 11/15/25

Event setup time: 7am Event hours: 10am - 4pm Event breakdown: 4-6pm

Date(s) of event: _____

Event setup time: _____ Event hours: _____ Event breakdown: _____

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: Orange County Arts Commission

Organization/company mailing address: 437 Dimmocks Mill Rd. Box 27, Hillsborough, NC 27278

Organization status: ☐ Formal ☐ Informal ☐ For-profit ☒ Not-for-profit

Event organizer name: Greg Bell

Event organizer phone: 919-357-5028 Event organizer email: Greg@belltoneproductions.com

On-site contact(s) during the event:

Name: Greg Bell Cell phone: 919-357-5028

Name: Katie Murray Cell phone: (910) 409-5799

GENERAL EVENT INFORMATION

Type of event:

- ☐ Private event on private property ☒ Public event on public property
☐ Private event on public property ☐ Public event on private property
☐ Street or greenway event (includes parades, marches, rallies, and foot and bike races)

General event description:

Please outline the event purpose and elements, including items such as food trucks, car shows, races and vendors.

This free public event will feature a juried showcase of high-quality fine art and crafts with an emphasis on artists from Orange Co.

In addition to the 30-40 artists expected to participate, we will present live entertainment, demonstrations, and delicacies from local food trucks/restaurants. It will serve to promote our local craftspeople, provide them with opportunities for sales, and attract attendees to downtown Hillsborough during the holiday shopping period.

Estimated number of people who will attend the event: 800

Estimated peak time(s) of attendance: Noon

Maximum capacity of event location (number of persons, if applicable): _____

For annual events, the estimated attendance of the last event of this kind: 500

GENERAL EVENT QUESTIONNAIRE

Will tickets be sold or admission or fees charged as part of the event? ☐ Yes ☒ No

Will alcohol be sold or provided as a part of this event? ☐ Yes ☒ No

If yes regarding alcohol:

Indicate the vendor(s) and/or ABC permit holder(s) responsible for the alcohol sales or distribution and attach a copy of the ABC permit(s) for each vendor:

Note: Alcohol may only be sold by vendors with an off-premise permit or by event organizers with a special one-time ABC sales permit. Alcohol sales may be subject to the prepared food and beverage tax.

Will vendors be on site selling goods, crafts or wares during the event? ☒ Yes ☐ No

Will vendors be on site selling food or beverages during the event? ☒ Yes ☐ No

Note: Vendors without a physical location in town and food trucks without Town of Hillsborough Food Truck Permits must pay the food and beverage tax in advance of selling prepared food or beverage. For the tax application, see the Financial Services Department page on the town website, hillsboroughnc.gov.

List name(s) of the vendors:

TBD

Will you solicit donations as part of the event? ☒ Yes ☐ No

If yes, for what cause or organization? Orange Co. Arts Alliance

Will you bring additional equipment, such as stages, microphones and amplification? ☒ Yes ☐ No

Please explain: There will be small, amplified musical ensembles performing on the north courthouse steps

Will any items be left at the event site overnight? ☒ Yes ☐ No

Please explain: Portable toilets and handwashing devices will likely be delivered Fri (11/14) and picked up Mon.

Will signs or banners be displayed on site or around town? ☒ Yes ☐ No

Note: Special event signage *must be applied for and permitted separately BEFORE signage is placed around town. See the Reservations page on the town website, hillsboroughnc.gov.*

Will tents be erected for the event? ☒ Yes ☐ No

If yes, how many and what size? multiple 10'x10' pop-up canopies, one @ 25' x 45' tent

Note: Tents may require a permit and inspection by the Orange County Fire and Life Safety Division depending on size and number. Tents should be shown with location and dimensions on the event map or layout.

Will you provide (portable) restroom facilities? ☐ Yes ☐ No

Note: Depending on attendance numbers and duration, restroom facilities must be provided by special event organizers. Restrooms of local businesses and town and county facilities may complement but not be a substitute for providing adequate restrooms for the event.

Will you provide (portable) handwashing facilities? ☒ Yes ☐ No

Note: Handwashing facilities are required for events that include on-site food preparation and/or sales without direct or immediate sink access.

Will the event require any street closures or change in traffic flow? ☒ Yes ☐ No

Will the event require additional trash and recycling facilities? ☒ Yes ☐ No

Will you request that the town board sponsor specific services in conjunction with this event? ☐ Yes ☐ No

☒ Road closures

☐ Traffic control

☐ Police coverage

☒ Trash and recycling rollouts

Number of rollouts 7 trash / 7 recycling

EVENT MAP AND LAYOUT REQUIREMENTS

With this application, you must attach a map of the area that the event is to take place and indicate the following:

- Traffic flow — Include any streets requested to be closed or obstructed (law enforcement will determine locations of barriers and officers).
- Event route — Clearly show route if the event includes an event such as a parade or greenway closure.
- Parking areas — Note areas where event attendees will be directed that are adequate for the event attendance. The Eno River Parking Deck has 400 parking spaces.
- Pedestrian access and flow.
- Location of —
 - Any concession stand, food truck(s), booth, or other temporary structures, tents, stages or facilities.
 - Proposed fences, stands, platforms, benches, or bleachers.
 - Restroom and handwashing facilities.

Note: A street map and Gold Park map are available on the town's website. Google Maps is another resource and can be easily marked up. Contact staff if you need assistance with providing an event layout or route map.

EVENT LIABILITY INSURANCE

Event organizers and/or property owners need to insure themselves from liability in case event attendees injure themselves during the course of the event. Events occurring on public property (town or county) are required to carry event liability insurance with the public property owner listed as "additionally insured."

Copy of event liability Certificate of Insurance is attached: ☐ Yes ☒ No

Name of insurance company providing liability coverage for the event:

Contact information for broker/agent providing coverage:

EVENT PROPERTY USE PERMISSION

If the event will be on property not owned or managed by the event organizer, then the property owner must indicate consent below for the use of the property:

Name of property owner

Phone

Signature of property owner

Date

TOWN LIABILITY AGREEMENT

I, the applicant, agree to indemnify and hold harmless the Town of Hillsborough, its employees, and its agents from and against any and all liability for any injury that may be suffered in connection with this special event approval or park reservation. I also hold harmless the Town of Hillsborough, its employees, and its agents from and against any liability for any equipment or supplies lost, damaged, or stolen that are stored or otherwise as a result of this special event.

Katie Murray

Applicant signature

9-15-25

Date

SUBMITTAL DIRECTIONS:

The following methods may be used:

- Submit electronically to Planning Technician Dakotah Kimbrough at dakotah.kimbrough@hillsboroughnc.gov
- Submit paper copy to:
Hillsborough Planning Department
ATTN: Planning Technician Dakotah Kimbrough
PO Box 429
101 E. Orange St.
Hillsborough, NC 27278

FOR OFFICE USE ONLYApplication received by: Dakotah KimbroughDate: 9/17/2025 Fee paid: _____Date information emailed out: 10/02/2025**Permit Status**Approved: ☐ Yes ☐ No

Explanation: _____

Date permit issued: _____

Approved with any conditions: _____

By: _____

Name of town staff member

Date

Forwarded to:

- ☒ Hillsborough Communications Division
- ☒ Hillsborough Financial Services Department (Food and Beverage Tax)
- ☒ Hillsborough Police Department
- ☐ Hillsborough Public Space Manager
- ☒ Hillsborough Public Works Division
- ☐ North Carolina Department of Transportation (DOT road closures)
- ☒ Orange County Asset Management Services (Visitors Center, library, courthouses)
- ☐ Orange County Department of Environment, Agriculture and Parks and Recreation (River Park)
- ☒ Orange County Fire and Life Safety Division
- ☐ Orange County Sheriff's Office
- ☐ Orange Rural Fire Department

S. Churton St

E. King St

E. Margaret Ln.

Court St.

Old Courthouse

Legend



Tents



Trash & Recycling



Food Truck



Road Closure



Portable Toilet



Handwashing Unit



Area of Road Closure



Amplification



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: Administration
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

ITEM TO BE CONSIDERED

Subject: Communities on the Move temporary funding request

Attachments:

Memorandum of Understanding, Fiscal Year 2026 Funding: University of North Carolina at Chapel Hill Food, Fitness and Opportunity Research Collaborative – Communities on the Move

Summary:

Funding for the Communities on the Move program was cut by Congress earlier this year. The program is provided through UNC Chapel Hill's Food, Fitness and Opportunity Research Collaborative (UNC FFORC) that has provided the following five programs in Hillsborough and to the Fairview Community: The Fairview Youth in Action Internship, Active Living Support and Technical Assistance, the Fairview Community Garden, and Women on the Move. Funding ends for these programs on Oct. 1. UNC FFORC requested \$68,836 at the Sept. 22 town board work session so these programs can continue through the end of the fiscal year. This would essentially be "bridge" funding to provide time to explore ways to fund these programs starting in Fiscal Year 2026 (July 1, 2025) and beyond. UNC FFORC has submitted several grant applications to find alternative funding but has not yet had a response. They have also reached out to Orange County government for assistance.

At its Sept. 22 work session, the town board directed staff to bring this item back for formal consideration and approval of the following at the Oct. 13 regular meeting:

- 1) Memorandum of Understanding provides six months (\$45,912) of funding so these programs can continue.
- 2) Budget amendment that appropriates \$45,912 from the fund balance (General Fund savings) to pay for the programming.
- 3) Confirmation of this type of funding is permitted. Note: the town attorney has confirmed the town's ability to fund this type of request, and the relevant statutes are included in the attached MOU.

Financial impacts:

\$45,912 reduction in the fund balance (savings).

Staff recommendation and comments:

No recommendation as non-profit and community reinvestment funding is a policy decision reserved for the governing body.

Action requested:

Approve, amend, decline, or provide alternative directions to the town manager.



Memorandum of Understanding

Fiscal Year 2026 Funding: University of North Carolina at Chapel Hill Food, Fitness and Opportunity Research Collaborative Communities on the Move

STATE OF NORTH CAROLINA
COUNTY OF ORANGE
TOWN OF HILLSBOROUGH

AGREEMENT

THIS AGREEMENT made and entered into as of the ____ day of October 2025, by and between the Town of Hillsborough (“Town”), a municipal corporation operated under authority granted by the laws of the State of North Carolina, and the Food, Fitness and Opportunity Research Collaborative (“FFORC”), operated under the University of North Carolina.

WHEREAS, the Town has the power and authority granted by [N.C.G.S. 160A-353](#) to perform recreational functions; and

WHEREAS, the Town has the power and authority granted by [N.C.G.S. 160A-20.1](#) to appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in; and

WHEREAS, FFORC administers the Communities on the Move (CTM) initiative and has partnered with the Fairview Community sitting partially within the municipal limits of the Town of Hillsborough; and

WHEREAS, the Town has determined that FFORC can undertake the implementation of CTM as described in this Agreement on behalf of the Town’s interest in furtherance of this purpose as allocated in an amendment to the Fiscal Year 2026 budget ordinance.

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth herein, the parties hereto do hereby agree as follows:

1. FFORC will execute the planned use of Town funds to operate the Center and provide programming as outlined in Exhibit A- Communities on the Move Funding Request (“Request”) attached hereto and made a part hereof for and on behalf of the Town within the Town’s Fiscal Year 2026 (July 1, 2025 – June 30, 2026).
2. FFORC is allocated a sum of \$45,912 for Fiscal Year 2026. This decision was discussed at the October __, 2025 regular meeting of the Town Board of Commissioners as shown in Exhibit B –

Board of Commissioners Regular Meeting Minutes. The final budget amendment was adopted on October __, 2025 and allocated funds for FFORC in the Special Appropriations budget unit within the General Fund. The total allocation to FFORC for Fiscal Year 2026 is \$45,912.

3. The allocation of \$45,912 will be paid to FFORC in a full lump sum initiated upon mutual approval of this agreement.
4. Any funds paid to FFORC for the operation and programming that are unused by, and including, the date of June 30, 2026 will be returned to the Town.
5. All monies paid by the Town to FFORC pursuant to this Agreement will be used by FFORC exclusively in accordance with the Application as set forth in Exhibit A- Communities on the Move Funding Request attached hereto and made a part hereof. The funds shall not be used for administrative or indirect costs unless specifically identified in Exhibit A – Communities on the Move Funding Request.
6. FFORC will not discriminate against any group or individual on the basis of race, religion, gender, sexual orientation, ancestry, national origin, disability or any other unlawful basis in any of its activities or operations while carrying out the duties of this contract. This nondiscrimination provision prohibits FFORC from discriminating on any of the above-listed bases with respect to employment, rendering of visitor services, or provision of benefits.
7. FFORC shall include the most recent and up-to-date version of the Town of Hillsborough logo on all printed, promotional, and identifying communications materials for the FFORC website and social media channels, where practical and logical. Promotional materials include event flyers, sponsorship information, any organization sponsorship acknowledgements, programs, T-shirts, and any signs/banners where funding under this agreement is used all or in part to sponsor. The logo shall be used within proper proportions and dimensions as noted in the Hillsborough Branding Style Guide. The logo shall be provided by Town staff upon request.
8. FFORC acknowledges that all payments to FFORC by the Town will be made on the condition that FFORC execute and comply with all terms of this Agreement. Failure to comply with the terms of this agreement may result in the requirement to repay all or a portion of disbursed funds and may disqualify FFORC from being eligible for future Town funding for a period of time determined by the Town.
9. It is understood by both parties that this Agreement may be terminated at any time by either party. A formal written notice shall be provided at least 90 days' in advance stating the reason(s) for such termination. Should it be determined or perceived that either party has defaulted on the terms of the contract said party shall be given 30 days to address or repair the stated default before termination can occur. For the purpose of this agreement the term reason(s) may include, but is not limited to: gross negligence, breach of fiduciary duties, and fraud.
10. FFORC shall demonstrate sound financial management practices within the organization and be prepared, if requested, to provide the Town with documentation of the actual use of public funds in the current fiscal year. FFORC is responsible for tracking the use of public funds in a sufficient manner of its choosing.

11. FFORC shall comply with the requirements of [Article 2 of Chapter 64 of the North Carolina General Statutes](#) (E-VERIFY). FFORC shall require subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
12. FFORC hereby certifies that they themselves, and all subcontractors, are not on the Iran Divestment List nor the Companies Boycotting Israel Divestment List ("[Lists](#)") created by the North Carolina State Treasurer pursuant to state law.
13. FFORC hereby certifies that it is not currently engaged in a boycott of Israel, as defined by [N.C.G.S. § 147-86.80](#) et seq., and agrees not to engage in such a boycott during the term of this contract.

TOWN OF HILLSBOROUGH

FOOD, FITNESS AND
OPPORTUNITY RESEARCH
COLLABORATIVE AT UNC
CHAPEL HILL

Signature

Eric Peterson

Printed Name

Town Manager

Title

Date

Signature

Printed Name

Title and/or Role in Organization

Date

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

Dave McCole
Finance Director
Town of Hillsborough

Date

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT01487 - Auto Process - GL Budget Adjustment

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000194	Budget 2025-2026	COMMUNITIES ON THE MOVE TEMPORARY FUNDING PROPOSED	10/14/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
10-00-3900-3900000	FUND BALANCE APPROPRIATI...	COMMUNITIES ON THE MOVE TEMPORARY F...	-2,480,188.46	-45,912.00	-2,526,100.46
July: -3,826.00	October: -3,826.00	January: -3,826.00	April: -3,826.00		
August: -3,826.00	November: -3,826.00	February: -3,826.00	May: -3,826.00		
September: -3,826.00	December: -3,826.00	March: -3,826.00	June: -3,826.00		
10-60-6900-5300923	COMMUNITY REINVESTMENT	COMMUNITIES ON THE MOVE TEMPORARY F...	45,800.00	45,912.00	91,712.00
July: 3,826.00	October: 3,826.00	January: 3,826.00	April: 3,826.00		
August: 3,826.00	November: 3,826.00	February: 3,826.00	May: 3,826.00		
September: 3,826.00	December: 3,826.00	March: 3,826.00	June: 3,826.00		

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2025-2026	Budget 2025-2026	10-00-3900-3900000	FUND BALANCE APPROPRIATION	-2,480,188.46	-45,912.00	-2,526,100.46
		10-60-6900-5300923	COMMUNITY REINVESTMENT	45,800.00	45,912.00	91,712.00
2025-2026 Total:				-2,434,388.46	0.00	-2,434,388.46
Grand Total:				-2,434,388.46	0.00	-2,434,388.46

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2025-2026 - Budget 2025-2026 Fiscal: 2025-2026			
10	-2,434,388.46	0.00	-2,434,388.46
Budget Code 2025-2026 Total:	-2,434,388.46	0.00	-2,434,388.46
Grand Total:	-2,434,388.46	0.00	-2,434,388.46



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: Community Services
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager and Community Services Director
Shannan Campbell, Planning and Economic Development Manager
Bryant Green, Engineering Services Manager

ITEM TO BE CONSIDERED

Subject: Orange County Land Use Plan Coordination

Attachments:

Town Staff Presentation – Board of County Commissioners meeting Oct. 14, 2025

Summary:

Orange County is in the process of updating their Land Use Plan through 2050. Details on the process, contents and current drafts can be viewed at <https://www.orangecountylanduseplan.com/resources>.

The Orange County Board of County Commissioners discussed progress of the plan updates at their March 11, April 8 and Sept. 9 work sessions. Follow up work sessions are being scheduled Oct. 9 and Nov. 11, and the board will hold half-day retreats on Nov. 14 and Nov. 21. As part of the follow-up information, town staff was asked to address specific questions about water and sewer capacity and growth plans. The attached presentation addresses the Board of County Commissioner questions and provides background information on the outlook of the town's utilities and connection to the town's growth philosophy as expressed in the Comprehensive Sustainability Plan.

Some of the draft recommendations under consideration by the county for areas outside of town limits are reliant on utility capacity the town is unwilling or unable to supply. Some recommendations, while not reliant on town utilities, may encourage increased density in areas just outside of town that will cause negative impacts on traffic congestion and/or Falls Lake nutrient limits. To that end, the town's long-term plans are best served by continuing to encourage density within municipal limits and retaining agricultural and rural residential uses outside of urban service areas.

Additional background on the county's recent discussions can be viewed at the following links:

<http://server3.co.orange.nc.us:8088/weblink/0/doc/74867/Page1.aspx> (March 11, 2025 work session)

<http://server3.co.orange.nc.us:8088/weblink/0/doc/75125/Page1.aspx> (April 8, 2025 work session)

<http://server3.co.orange.nc.us:8088/weblink/0/doc/76483/Page1.aspx> (Sept. 9, 2025 work session)

Financial impacts:

N/A

Staff recommendation and comments:

N/A

Action requested:

Provide any feedback necessary to facilitate town coordination with Orange County's land use plan update.

Land Use Planning and Water & Sewer Capacity Update

BOCC Presentation on Orange County Draft Land Use Plan
October 14, 2025



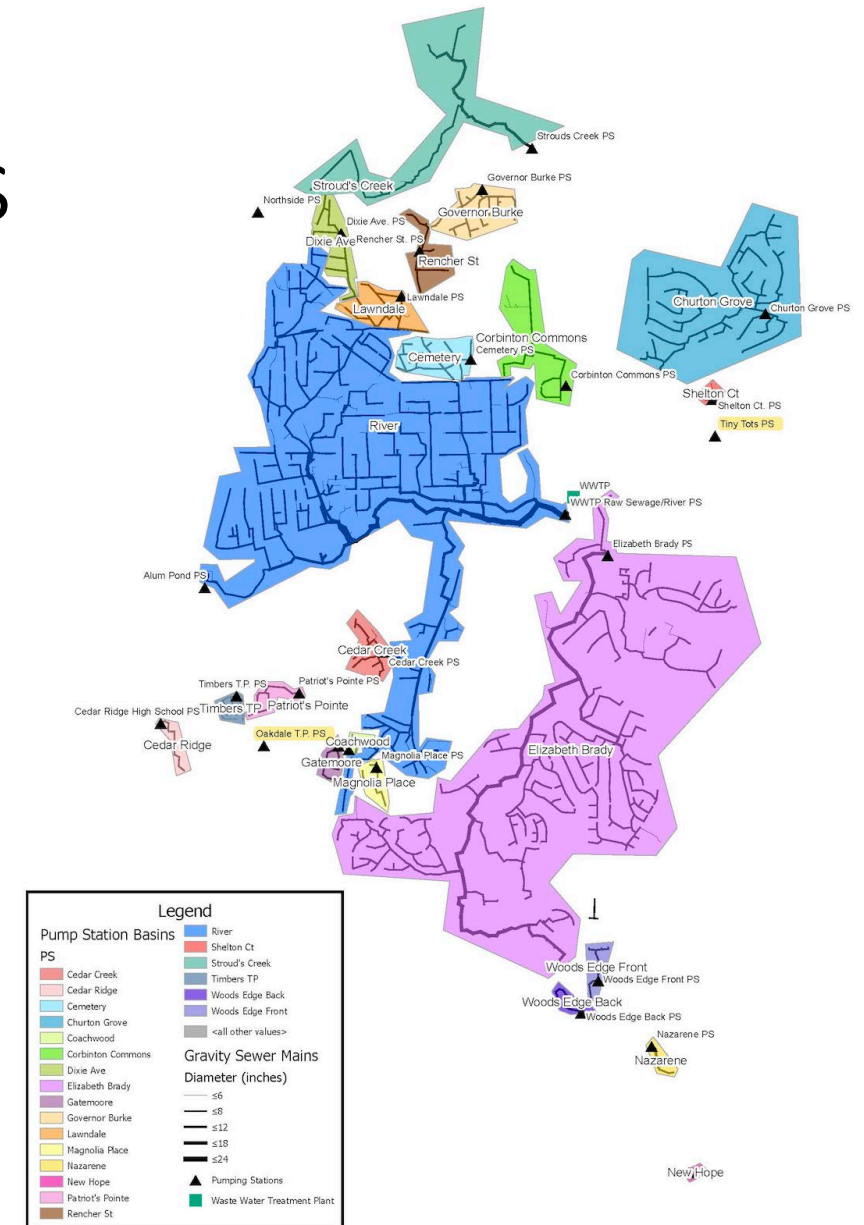
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Topics

- Town Water & Sewer Capacity Constraints and Updates
- Town and County Land Use Planning Updates and how Hillsborough is planning for sustainability through coordinated land use, utilities, and transportation planning

Water & Sewer Capacity Status

- Water treatment capacity remains, sewer treatment plant capacity is constricted by permit limits
 - Projection through 2040
 - Projects based upon water capacity spreadsheet provided by planning department – committed and potential
 - River sewer basin is capacity constrained due to wet weather
 - Monitor Elizabeth Brady sewer basin
 - Other smaller sewer pumping stations projected capacity concerns
 - Additional developments that are already approved will use more treatment plant capacity
- Currently working on water system capacity modeling
- Given the constraints with pressure and water quality, the Town is reserving the remaining sewer capacity for projects that can be served with better quality water at higher pressures.



Water Supply

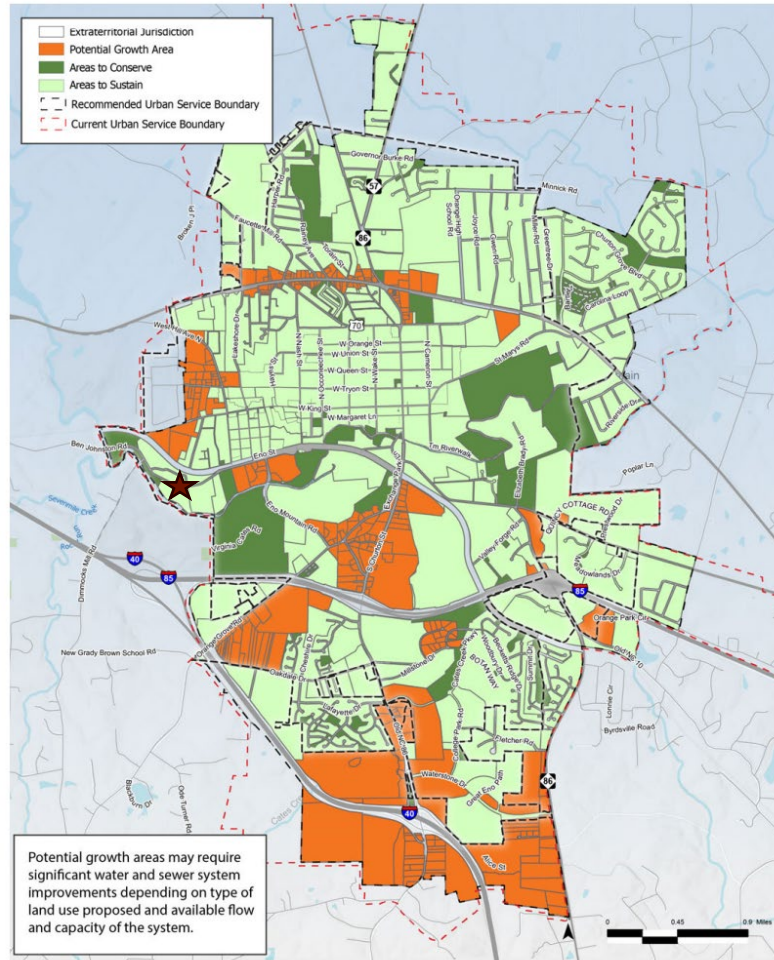
- WFER

Condition	Depth	Mean Elevation	Total Storage (gal)	Unusable Storage (gal)	Usable Storage (gal)	% Remaining Useable Storage (gal)	Current Average Daily Use (gpd)	Streamflow Augmentation (gpd)	Channel Loss Multiplier	Lake Orange Supplement (gpd)	Estimated Remaining Days of Storage	Days Remaining with 20% Evaporation
Phase 2	53	643	1,829,157,124	7,692,649	1,821,464,475	100%	1,700,000	650,000	1.2		645.91	516.73
Full												

- Jordan Lake Allocation (1 MGD)

Water Quality

Figure 4.4. Potential Growth Areas



Source: The Town of Hillsborough

- Water service area reduced to decrease the distance from the Town's water plant
- The Urban Service Boundary was adjusted most significantly on the eastern side of the system, the water plant is on the western edge of the Town's service area.

Water Quality

- The further water gets from our water treatment plant, the longer it sits in the pipes and tanks
- Water age affects water quality. Older water has lower chlorine and increase risk of developing disinfection byproducts
- Town changes disinfection process and flushes annually to address water quality, but the volume of water required is significant

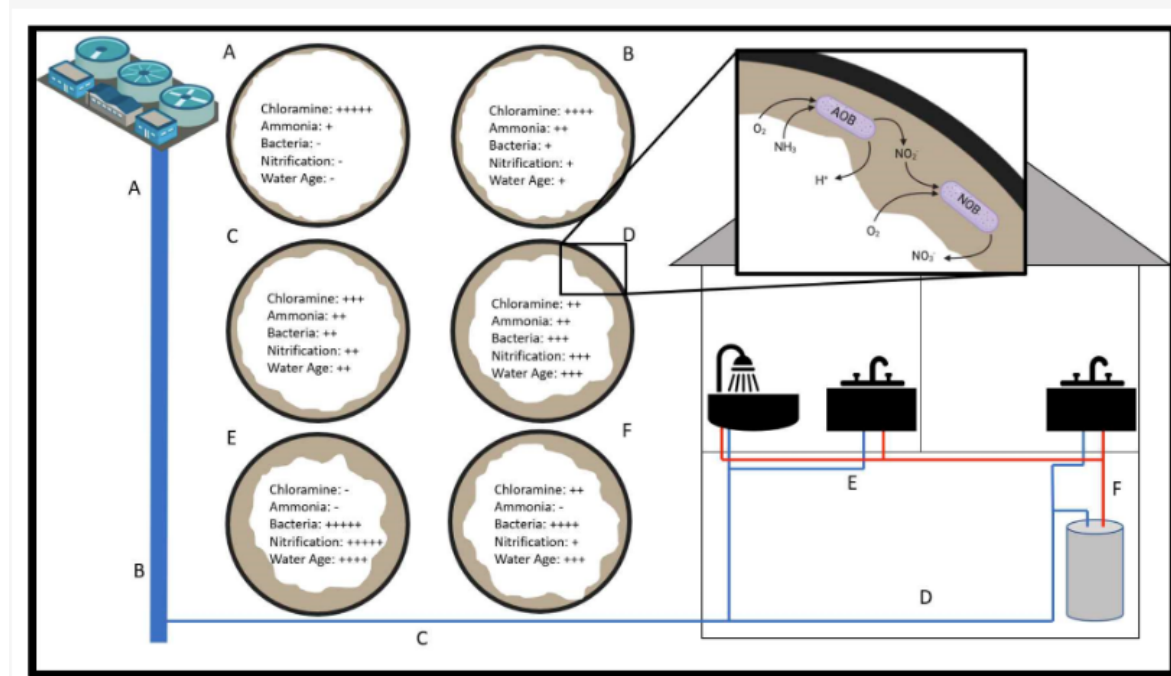
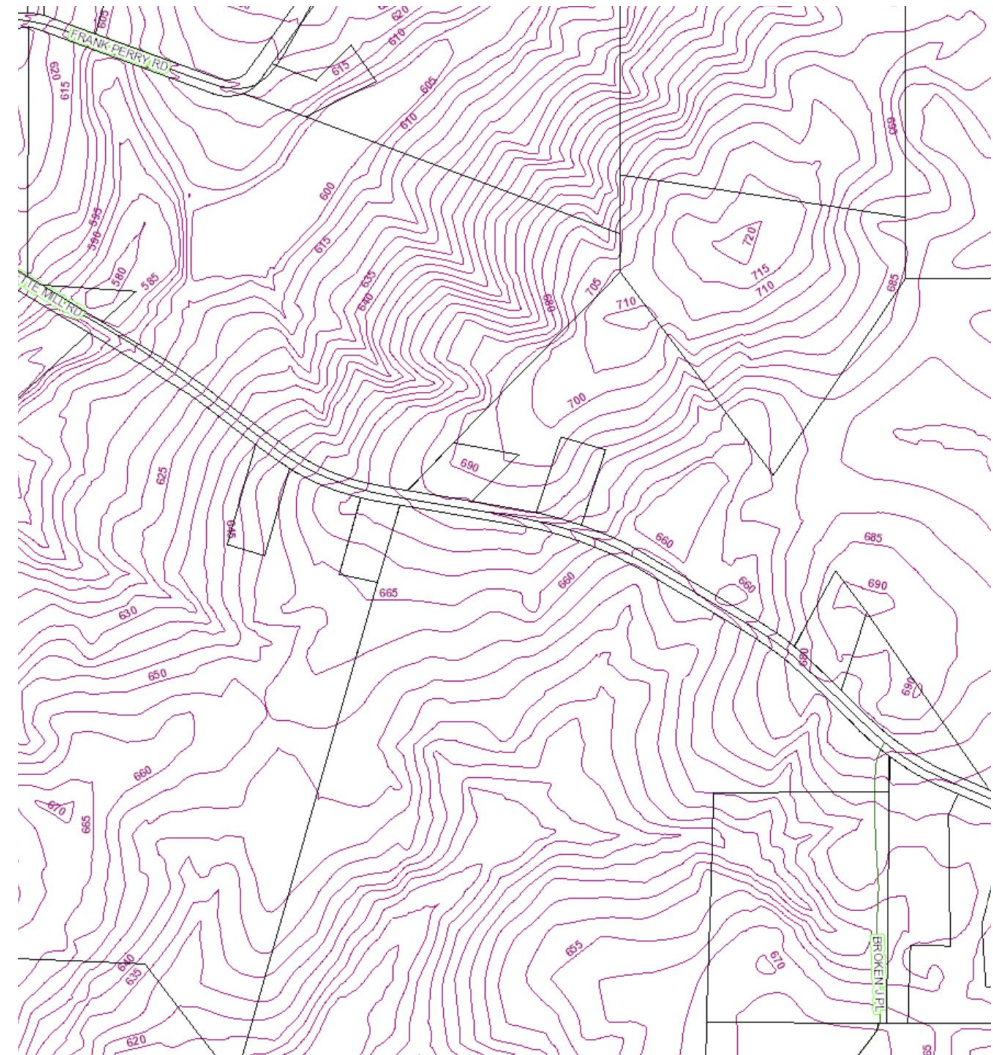


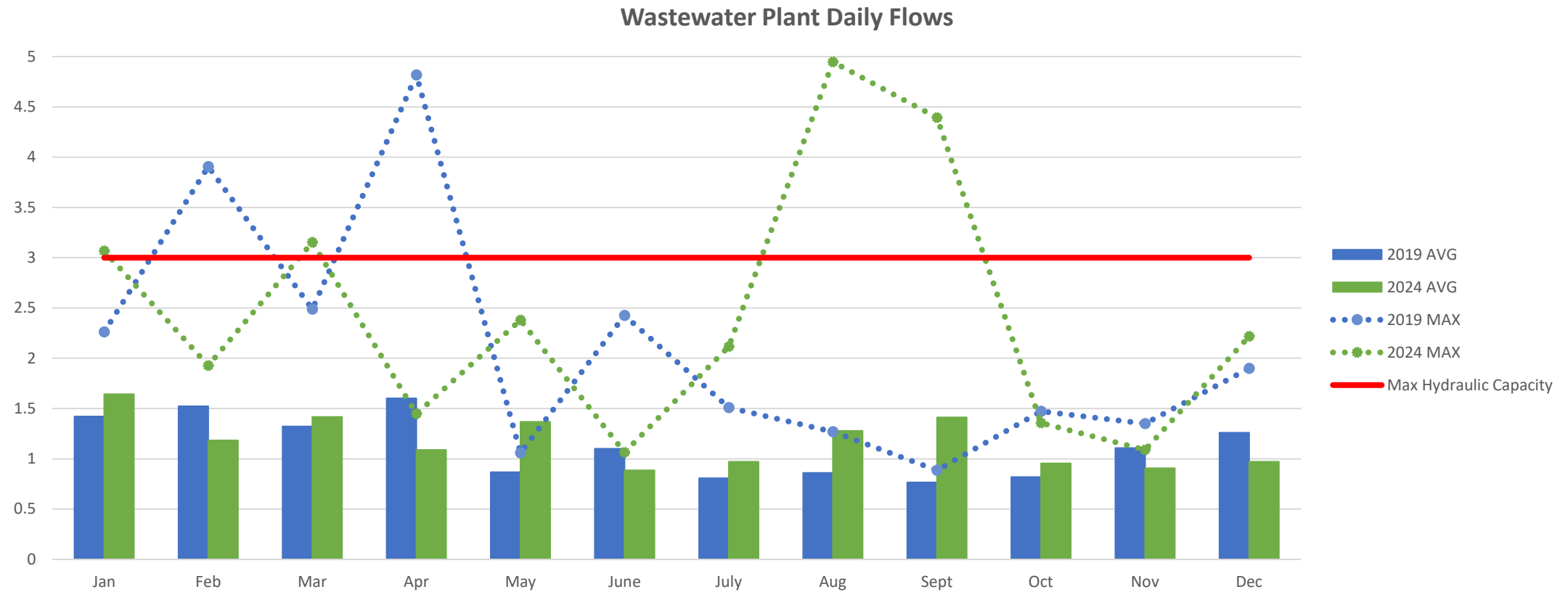
Figure taken from **Nitrification in Premise Plumbing: A Review**, Bradley, Hass, Sales. **Water Quality in buildings**, 2020. ammonia-oxidizing bacteria (AOB), Nitrobacter (NOB)

Topography

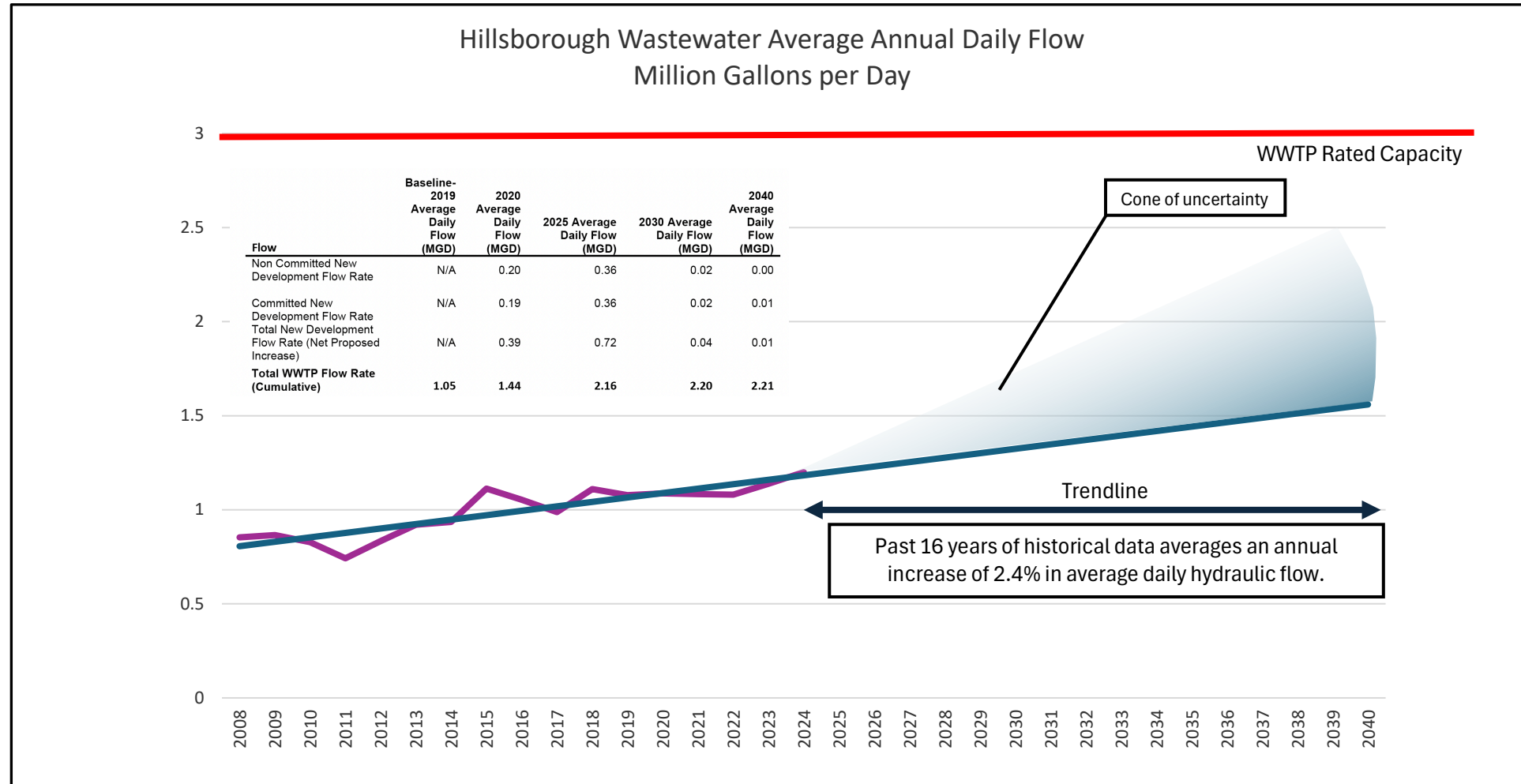
- The Town's water system is divided into three pressure zones. These zones are defined the elevation of the water tank that serves them
- The north zone's tank is at an elevation of 814'. There are isolated areas in this zone that are over 700' in elevation. These areas would likely not have enough pressure.



Wastewater Plant



Future Wastewater Flow Projection



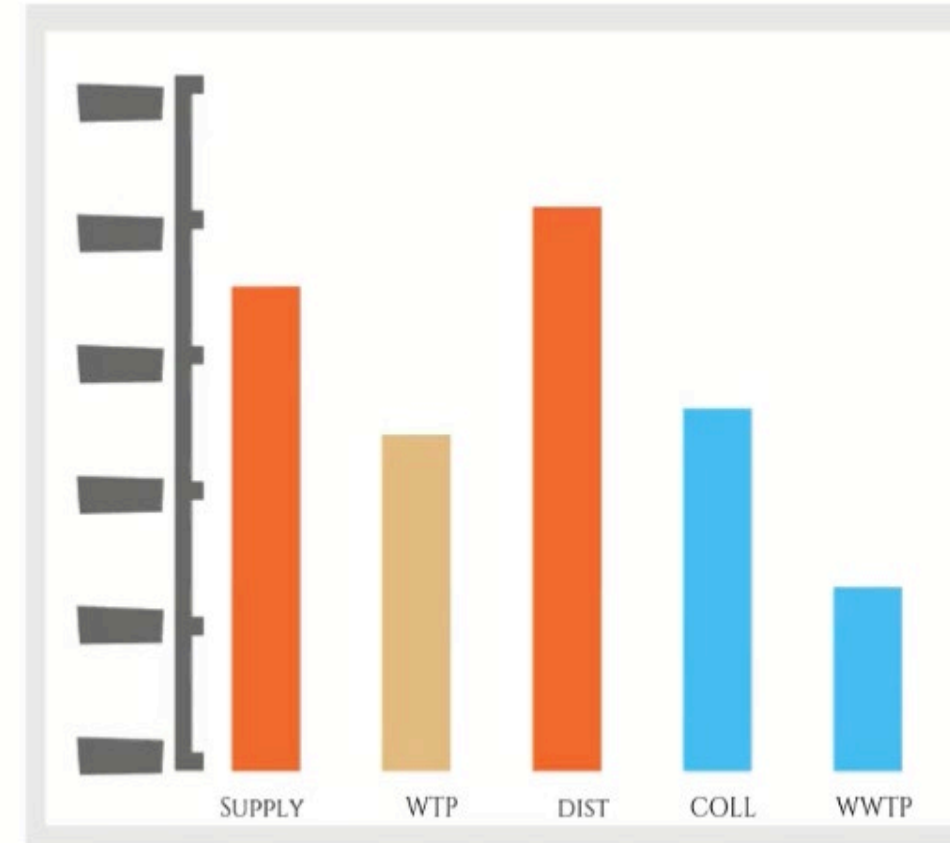
Nutrient Limitations

- Falls Lake Rules
 - Town wastewater permit limits pounds of nitrogen and phosphorus discharged annually
 - No concentration permit limit for these but measured in mg/L and converted to pounds
- Nitrogen is of main concern
 - Found in organic waste (i.e., mostly human and food sources)
 - Limited to 10,422 lbs. per year
 - Used 68% in 2024
 - Noticeable increase in 2023 and 2024

Capacity Takeaway

Utilities Staff Concerns in Priority Order

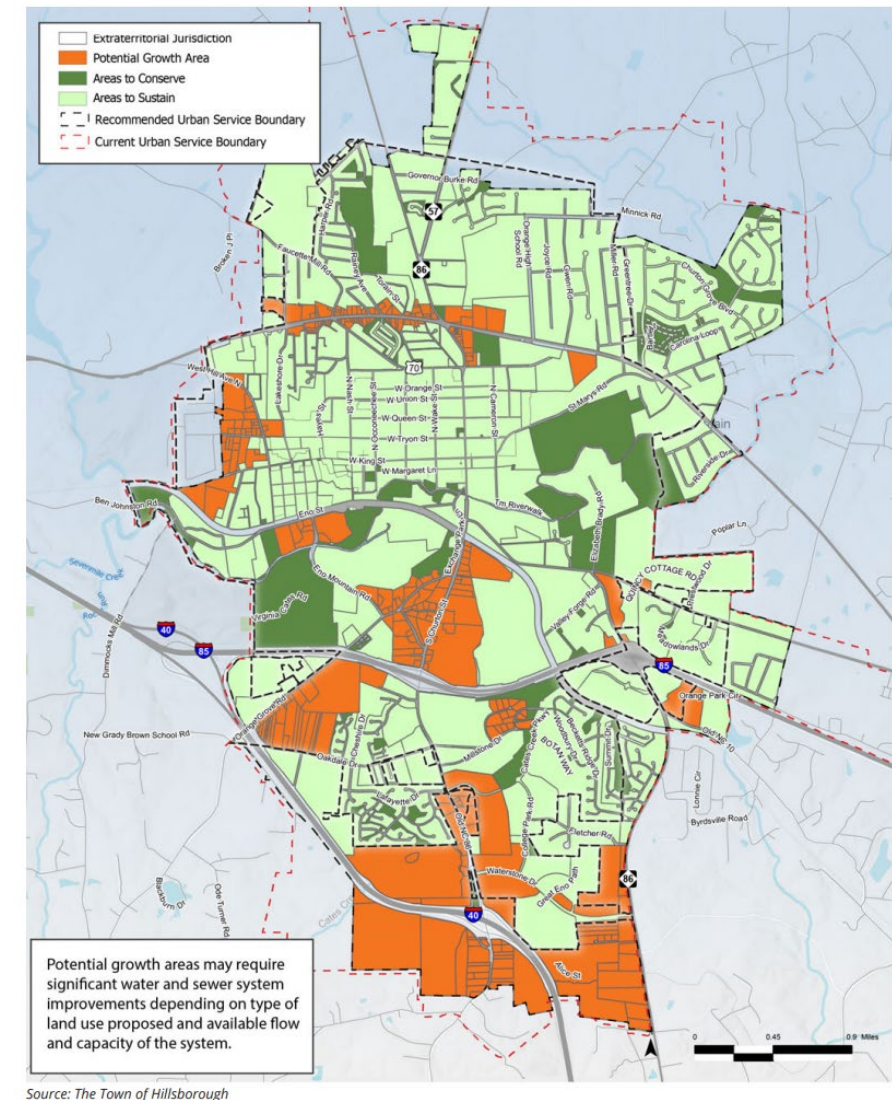
1. Collection system
2. Distribution system
3. Nutrient wastewater limits
4. Water treatment process limits
5. Water storage/fire protection
6. Water supply



Sewer Capacity Connection to Land Use Plans

- The Town's Comprehensive Sustainability Plan recommendations:
 - **Reduction of the Urban Service Boundary** to prevent/reduce sprawl and encourage consolidated infrastructure and easier system maintenance. This will impact the WASAMPBA agreement and necessitate updates.
 - Adjusting the UDO during the re-write to include **by-right flexibility** through zoning for smaller lot sizes, more density, and varied housing types **to focus growth within town limits and encourage contiguous annexation**
 - Future alignment of the FLUM with Fig. 4.4 (Potential Growth Areas) This will impact the COCA agreement and JPA with Hillsborough and Orange County. This may also impact established EDD areas.

Figure 4.4. Potential Growth Areas



Sewer Capacity Connection to Land Use Plans (cont.)

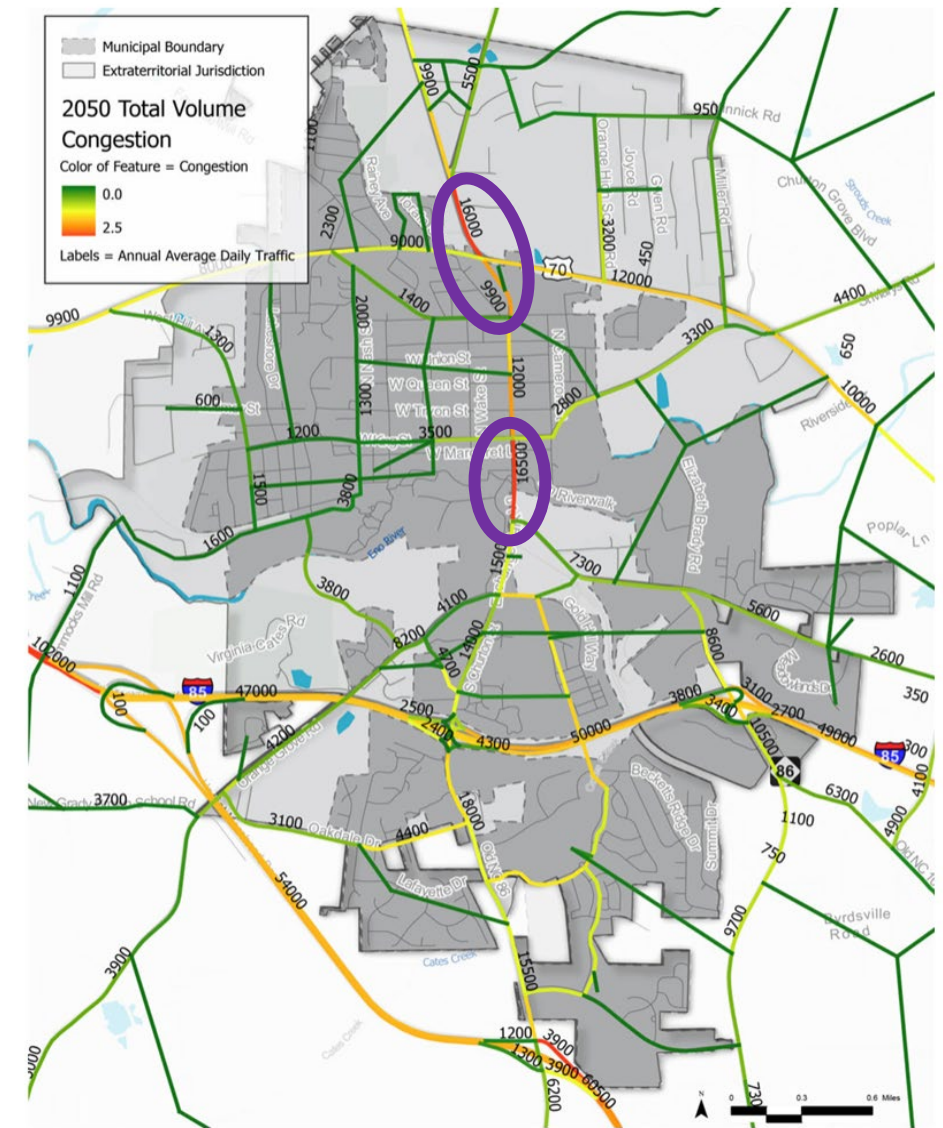
- The Town's Comprehensive Sustainability Plan recommendations:

- **Not concentrating density or large development projects north of US HWY 70** due to transportation impacts on the Churton Street corridor

Already congested intersections projected to continue to be congested based on the 2050 regional model include:

- N Churton Street and US HWY 70/NC 86 N
- S Churton Street and US HWY 70A
- Develop and maintain a safe, efficient, and sustainable multimodal transportation system (including bicycle, pedestrian, and transit options) **that offers alternatives to single-occupancy vehicle trips** and promotes health and access to jobs, destinations, and services in town.

Figure 6.7. Volume and Congestion Map — Triangle Regional Model



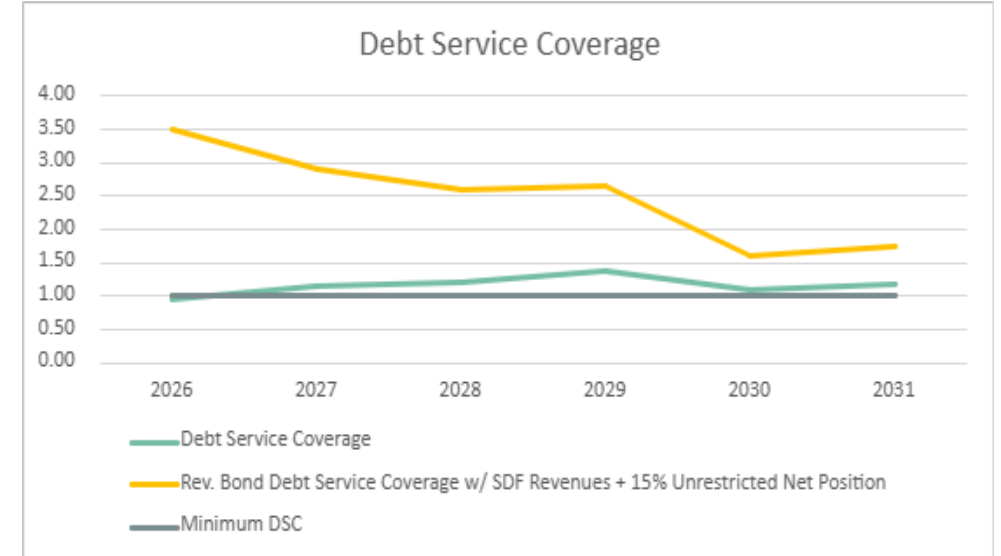
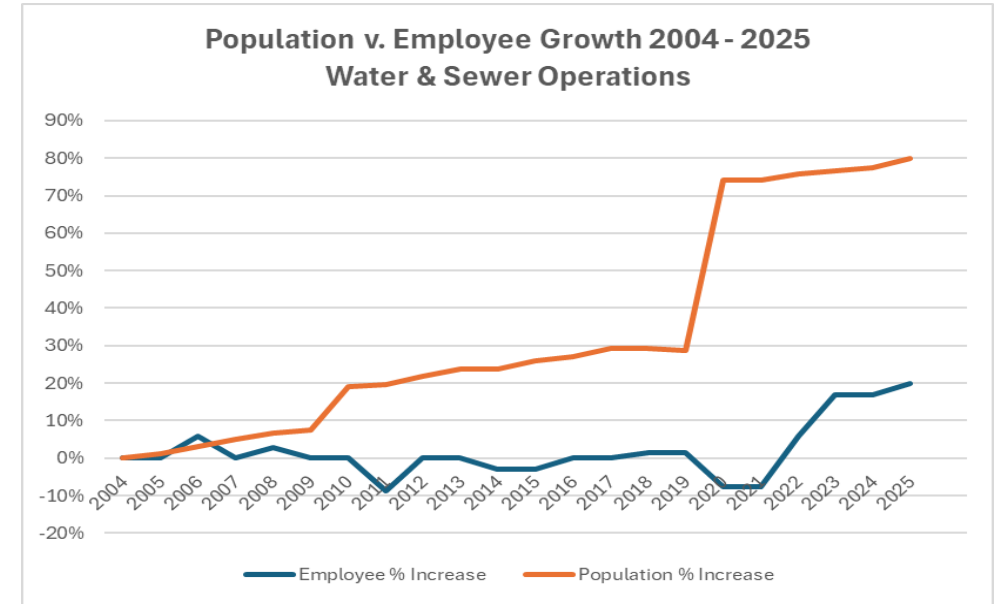
Source: Durham-Chapel Hill-Carrboro Metropolitan Planning Organization
6-17

Communicating About New Projects with Developers

- There is limited capacity for development projects that will use a large amount of water/sewer, at this time, especially those outside of town limits or non-contiguous to town limits
- Utilities will evaluate potential available capacity for projects at the pre-development meeting, but capacity is not guaranteed until a Water and Sewer Extension Contract is executed (construction drawings)
- **There are options for developer cost sharing and/or modifying scheduled water/sewer improvements to keep pace with development demand** through conditional zoning and development agreements with developers
- Properties that want to develop immediately, located on the edges of town or outside of town may look to evaluate cost/benefit of developing in the County with traditional large lot well/septic vs. annexation into the town

Financial Constraints

- High utility bills, particularly for out-of-town customers
- Tight operating ratios – cost of operations and debt service increasing faster than revenues
- Significant CIP needs - \$50m by FY32 – not including any plant upgrades
- Adding significant customers may increase revenues, but also increases need for system improvements



Orange County Land Use Plan updates & how we can align

- In order for the County to align with the Town's growth strategy, areas outside of the Town's new recommended Urban Service Boundary **should remain zoned and planned for as agricultural and/or rural residential with a focus on agricultural uses and large lot (1 ac +) subdivisions that can be served with traditional well and septic systems**
- **Density and large development projects should be encouraged within the municipality** and not out in the County, where traffic generation and private sewer systems may cause operational issues within the town
- Expansion of existing commercial nodes between municipalities, in the County, that can be destinations connected with future greenways and transit stops (example: Blackwood, Calvander)

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Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: Administrative Services
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

ITEM TO BE CONSIDERED

Subject: Hot topics for work session Oct. 27, 2025

Attachments:

None

Summary:

The Oct. 27 work session will include a progress update on the Comprehensive Sustainability Plan.

Financial impacts:

None

Staff recommendation and comments:

None

Action requested:

None



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Oct. 13, 2025
Department: All
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Department Heads

ITEM TO BE CONSIDERED

Subject: Staff (written reports in agenda packet)

Attachments:

Monthly departmental reports

Summary:

N/A

Financial impacts:

N/A

Staff recommendation and comments:

None.

Action requested:

Accept reports.



Administrative Services Report September 2025

Budget

- Tyler and OpenGov integration work continues.
- Raftelis water and sewer rate study continues.
- FY26 Community Reinvestment contracts have been executed and funds dispersed.

Communications

- Website — Added OC Alerts “active alerts” maps for water system and Orange County to the About Water Alerts page. Plan to change the page to Emergency Alerts.
- Utilities Outreach — News release on Preparedness Month. Bill message on Wastewater Quality Report and OC Alerts. Bill insert on OC Alerts and how to sign up for town water and sewer alerts.
- Other — Hosted Communicators Work Group quarterly meeting on Tropical Storm Chantal response, with senior specialist on panel. All communication method platforms have increased in subscriptions except X, which has shown continued decline since the second quarter of Fiscal Year 2025 (October-December 2024).

Fleet Maintenance

- No updates.

Human Resources/Town Clerk

- Processed biweekly payroll and merit increases.

RECRUITMENT AND SELECTION	
Position	Status
Equipment Operator	Recruitment extended.
Information Technology Manager	Start date: 10/20.
Police Officer	Continuous recruitment.
Utility Systems Mechanic	Started 9/3 & 9/15.
Utility Maintenance Technician	Start date: 10/6.

Diversity, Equity and Inclusion:

- Continuing to keep up to date with status of House Bill 171 Equality in State Agencies/Prohibition on DEI.

Information Technology

- Developing onboarding plan for incoming IT manager.
- Providing support on integration between budget and finance systems.

Safety and Risk Management

- We held our monthly Safety Committee meeting where the main topic of discussion was regarding the roll out of safety training in 2026.



Public Works Report: September 2025

Work Orders

32 completed

Public Spaces

135 staff hours

Stormwater Maintenance

64 Storm drains cleaned, and 24 staff hours

Inspections

8 Utility inspections, 4 proof rolls, 1 sidewalk inspection, and 6 driveway inspections

Special Events

Last Friday's 3 staff hours and 3 staff hours for the bike fest event

Training

2 staff completed training through NEOGOV

Cemetery

1 grave and 2 monuments marked

Asphalt Repairs

3 utility cuts



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Utilities Department Status Report for Oct. 2025 (covering Sep. 2025)

PROJECT/ CATEGORY	STATUS
WTP	All is well.
WWTP	Getting River pumping station back online is of top priority. A contract with Carolina Civilworks has been executed and they are aware of the urgency.
West Fork of the Eno Reservoir	- The reservoir is at approximately 51' as it was lowered some in anticipation of another storm which ended up a non-event. 53' is the normal Phase 2 pool elevation. Water has been hovering just below spilling for a few months now. - On Oct. 6 inspections of both WFER and LBJ were performed by our dam consultant. Results forthcoming. - A letter was sent to one adjacent property owner at WFER outlining the town's responsibilities for continued maintenance of a drive and culvert pipe installed as part of an easement agreement with the owner when WFER was built. The town is not responsible for continued upkeep.
Misc	- The Lawndale sewer rehabilitation project SRF loan was approved by the LGC on Sep. 9. A contract has been sent to Hinterland Group to execute. Will be working on resident outreach followed by a preconstruction meeting. - Draft HMGP applications were uploaded to the state system for the River PS and the Starfield BPS. - A request for public assistance was submitted to the state for TS Chantal damages. - A workplan for the dedicated EPA STAG funding the town received for the Starfield booster pumping station has been prepared and submitted. We are working on additional forms for the funds. - Changes to town code regarding sewer lateral responsibility are forthcoming in the Oct. work session. - A consultant, Freese and Nichols, will be presenting a brief overview of their work to evaluate replacement of Hasell St. Water Tank and US70 Water Main. Our other consultant, Hazen and Sawyer will present recommendations for the water system master planning project. This is a requirement of receiving grant funding from the state to do the studies. This will be scheduled for the Oct. 27 work session. - The Department is scanning its remaining flat file drawings.
Staffing	- We have several new faces and a returning face in the collection and distribution division. - The Utilities Director will be on intermittent FMLA between 10/6 and 10/24.