



Agenda

Board of Commissioners Work Session

7:00 PM June 22, 2026

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

1. Opening of the work session

2. Agenda changes and approval

3. Public hearing

- [A.](#) Public Hearing to Receive Public Comment on Adoption of an Ordinance Imposing a One Year Development Moratoria on Data Centers as a Land Use

4. Items for decision - consent agenda

- [A.](#) Miscellaneous budget amendments and transfers
- [B.](#) Text amendment to Unified Development Ordinance Section 2.5, Administration – Historic District Commission (staff-initiated)
- [C.](#) Rezoning request for property at 515 Meadowlands Drive
- [D.](#) Special Event Permit Application – Hog Day 2026
- [E.](#) Fiscal Year 2027 Salary Schedule
- [F.](#) Capital Project Ordinance Amendment – NC86 Facility Renovation

5. In-depth discussion and topics

- [A.](#) Data Center land use development moratoria extension from 60 days to one year, pursuant to N.C. General Statute 160D-107
- [B.](#) General use rezoning request and development agreement for 715 US HWY 70 East; Assistive Living Neighborhood to Multifamily

6. Committee updates and reports

7. 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.

101 E. Orange St., PO Box 429, Hillsborough, NC 27278
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Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
Department: Planning and Economic Development
Agenda Section: Public Hearing
Public hearing: Yes
Date of public hearing: June 22, 2026

PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

ITEM TO BE CONSIDERED

Subject: Public Hearing to Receive Public Comment on Adoption of an Ordinance Imposing a One Year Development Moratoria on Data Centers as a Land Use

Attachments:

None

Summary:

At the April 27, 2026 Board of Commissioners meeting, the board requested that staff provide background information and facilitate discussion on the potential development of data centers in Hillsborough. Staff presented information on data centers as a land use at the May 11, 2026 town board meeting. After deliberating the pros and cons of both large- and small-scale data centers and recognizing that the current Town of Hillsborough Unified Development Ordinance does not address the land use or its impacts, the board adopted a resolution of intent to enact a future temporary moratorium. The board also directed staff to hold a public hearing, pursuant to N.C. General Statute 160D-107(b), at the next available meeting to consider a 60-day moratorium on data centers as a land use. Town staff posted public notice of the public hearing at Town Hall and the Town Hall Annex and published a legal advertisement in the May 20 issue of the News of Orange, a local newspaper with general circulation in the area. The public hearing was held on May 27, 2026 and the board approved a temporary 60-day moratorium while the full process for a longer moratorium could be followed.

Financial impacts:

N/A

Staff recommendation and comments:

N/A

Action requested:

Receive public comment.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
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: 06/22/2026 - 06/22/2026

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						
Revenue						
Department: 3880 - NON-DEPARTMENTAL						
10-80-3880-3887000	INSURANCE PROCEEDS			0.00	-6,000.00	-6,000.00
BA0000452	Yr-end Adjustments	GLPKT04076	06/22/2026		-6,000.00	
Department 3880 Total:				0.00	-6,000.00	-6,000.00
Department: 3900 - FUND BALANCE APPROPRIATION						
10-00-3900-3900000	FUND BALANCE APPROPRIATION			-207,819.00	66,847.00	-140,972.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		317,467.00	
BA0000460	Correct FY26 yr-end adjust	GLPKT04138	06/22/2026		-634,934.00	
BA0000463	FY26 yr-end adjust	GLPKT04156	06/22/2026		384,314.00	
Department 3900 Total:				-207,819.00	66,847.00	-140,972.00
Revenue Total:				-207,819.00	60,847.00	-146,972.00
Expense						
Department: 4000 - DISASTER						
10-10-4000-5300161	MAINT - VEHICLES			0.00	6,500.00	6,500.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		6,500.00	
10-10-4000-5700741	CAPITAL - EQUIPMENT			0.00	-6,500.00	-6,500.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-6,500.00	
Department 4000 Total:				0.00	0.00	0.00
Department: 4100 - GOVERNING BODY						
10-10-4100-5120050	FICA			3,397.00	750.00	4,147.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		750.00	
10-10-4100-5300041	ATTORNEY FEES			90,000.00	8,000.00	98,000.00
BA0000446	Cover legal fees - Brough	GLPKT04046	06/22/2026		8,000.00	
10-10-4100-5300080	TRAINING/CONF/CONV			24,660.00	-8,500.00	16,160.00
BA0000446	Cover legal fees - Brough	GLPKT04046	06/22/2026		-8,000.00	
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-500.00	
10-10-4100-5300570	MISCELLANEOUS			4,500.00	-250.00	4,250.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-250.00	
10-10-4100-5500970	SERVICE CHARGE - W&S FUND			-142,769.00	-10,523.00	-153,292.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-10,523.00	
10-10-4100-5500980	SERVICE CHARGE - STORMWATER FUND			-5,710.00	-422.00	-6,132.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-422.00	
Department 4100 Total:				-25,922.00	-10,945.00	-36,867.00
Department: 4200 - ADMINISTRATION						
10-10-4200-5500970	SERVICE CHARGE - W&S FUND			-495,362.00	-13,882.00	-509,244.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-13,882.00	
10-10-4200-5500980	SERVICE CHARGE - STORMWATER FUND			-19,814.00	-555.00	-20,369.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-555.00	
Department 4200 Total:				-515,176.00	-14,437.00	-529,613.00
Department: 4400 - ACCOUNTING						
10-10-4400-5500970	SERVICE CHARGE - W&S FUND			-450,612.00	-11,947.00	-462,559.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-11,947.00	
10-10-4400-5500980	SERVICE CHARGE - STORMWATER FUND			-18,024.00	-478.00	-18,502.00

Budget Adjustment Report

For Date Range: 06/22/2026 - 06/22/2026

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-478.00	
Department 4400 Total:				-468,636.00	-12,425.00	-481,061.00
Department: 4500 - HUMAN RESOURCES						
<u>10-10-4500-5300474</u>	RECRUITMENT			37,750.00	-5,500.00	32,250.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-5,500.00	
<u>10-10-4500-5350580</u>	CUSTOMER SERVICE & INNOVATION AWARD			8,200.00	5,500.00	13,700.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		5,500.00	
<u>10-10-4500-5500970</u>	SERVICE CHARGE - W&S FUND			-261,518.00	-10,160.00	-271,678.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-10,160.00	
<u>10-10-4500-5500980</u>	SERVICE CHARGE - STORMWATER FUND			-10,460.00	-406.00	-10,866.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-406.00	
Department 4500 Total:				-226,028.00	-10,566.00	-236,594.00
Department: 4600 - COMMUNICATIONS						
<u>10-10-4600-5300080</u>	TRAINING/CONF/CONV			8,000.00	200.00	8,200.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		200.00	
<u>10-10-4600-5300081</u>	TRAINING - HILLSBOROUGH UNIVERSITY			3,800.00	-200.00	3,600.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-200.00	
<u>10-10-4600-5300330</u>	SUPPLIES - DEPARTMENTAL			904.00	2,000.00	2,904.00
BA0000457	Cover metal A-frames	GLPKT04097	06/22/2026		2,000.00	
<u>10-10-4600-5300570</u>	MISCELLANEOUS			6,400.00	-2,000.00	4,400.00
BA0000457	Cover metal A-frames	GLPKT04097	06/22/2026		-2,000.00	
<u>10-10-4600-5500970</u>	SERVICE CHARGE - W&S FUND			-219,861.00	-9,410.00	-229,271.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-9,410.00	
<u>10-10-4600-5500980</u>	SERVICE CHARGE - STORMWATER FUND			-8,794.00	-377.00	-9,171.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-377.00	
Department 4600 Total:				-209,551.00	-9,787.00	-219,338.00
Department: 5000 - FACILITY MANAGEMENT						
<u>10-10-5000-5300081</u>	TRAINING/CONF/CONV			2,500.00	-1,060.00	1,440.00
BA0000455	Cover through yr-end	GLPKT04092	06/22/2026		-1,060.00	
<u>10-10-5000-5300145</u>	MAINT - BUILDINGS			275,809.00	-810.78	274,998.22
BA0000445	Cover elevator repair	GLPKT04045	06/22/2026		-1,015.00	
BA0000455	Cover through yr-end	GLPKT04092	06/22/2026		1,404.22	
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-1,200.00	
<u>10-10-5000-5300158</u>	MAINT - EQUIPMENT			5,000.00	1,015.00	6,015.00
BA0000445	Cover elevator repair	GLPKT04045	06/22/2026		1,015.00	
<u>10-10-5000-5300310</u>	GASOLINE			600.00	-344.22	255.78
BA0000455	Cover through yr-end	GLPKT04092	06/22/2026		-344.22	
<u>10-10-5000-5300447</u>	CS - COPIER			11,000.00	1,200.00	12,200.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		1,200.00	
<u>10-10-5000-5500970</u>	SERVICE CHARGE - W&S FUND			-262,520.00	-234.00	-262,754.00
BA0000463	FY26 yr-end adjust	GLPKT04156	06/22/2026		-234.00	
<u>10-10-5000-5500980</u>	SERVICE CHARGE - STORMWATER FUND			-21,876.00	-20.00	-21,896.00
BA0000463	FY26 yr-end adjust	GLPKT04156	06/22/2026		-20.00	
<u>10-10-5000-5700729</u>	CAPITAL - INFRASTRUCTURE			0.00	37,800.00	37,800.00
BA0000448	Move to correct acct - HPD parking lot	GLPKT04060	06/22/2026		37,800.00	
<u>10-10-5000-5700735</u>	CAPITAL - BUILDINGS & IMPROVEMENTS			67,800.00	-37,800.00	30,000.00
BA0000448	Move to correct acct - HPD parking lot	GLPKT04060	06/22/2026		-37,800.00	
Department 5000 Total:				78,313.00	-254.00	78,059.00
Department: 5400 - ENGINEERING SERVICES						
<u>10-30-5400-5500970</u>	SERVICE CHARGE - W&S FUND			-239,164.00	-8,744.00	-247,908.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026		-8,744.00	

Budget Adjustment Report

For Date Range: 06/22/2026 - 06/22/2026

Account Number	Account Name	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date	Amount
10-30-5400-5500980	SERVICE CHARGE - STORMWATER FUND			-95,665.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026	-10,192.00
Department 5400 Total:				-334,829.00
Department: 5550 - FLEET MAINTENANCE				
10-30-5550-5300080	TRAINING/CONF/CONV			2,450.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026	-1,200.00
10-30-5550-5300163	VEHICLE REPAIR - POLICE			27,000.00
BA0000452	Yr-end Adjustments	GLPKT04076	06/22/2026	6,000.00
10-30-5550-5300350	UNIFORMS			3,800.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026	1,200.00
Department 5550 Total:				33,250.00
Department: 5800 - SOLID WASTE				
10-30-5800-5100010	OVERTIME COMPENSATION			4,000.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026	1,000.00
10-30-5800-5300080	TRAINING/CONF/CONV			5,000.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026	-1,000.00
10-30-5800-5300330	SUPPLIES - DEPARTMENTAL			1,200.00
BA0000458	Move to correct acct - not at capital thresho...	GLPKT04117	06/22/2026	15,000.00
10-30-5800-5300361	RENTAL - VEHICLES			0.00
BA0000442	Yr-end overages	GLPKT04009	06/22/2026	-3,000.00
10-30-5800-5300421	CS - BULK CONTAINERS RENTAL & HAULI			8,500.00
BA0000442	Yr-end overages	GLPKT04009	06/22/2026	3,000.00
10-30-5800-5700741	CAPITAL - EQUIPMENT			15,000.00
BA0000458	Move to correct acct - not at capital thresho...	GLPKT04117	06/22/2026	-15,000.00
Department 5800 Total:				33,700.00
Department: 6600 - SAFETY & RISK MANAGEMENT				
10-10-6600-5500970	SERVICE CHARGE - W&S FUND			-345,753.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026	-2,170.00
10-10-6600-5500980	SERVICE CHARGE - STORMWATER FUND			-13,830.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026	-87.00
Department 6600 Total:				-359,583.00
Department: 6610 - INFORMATION TECHNOLOGY				
10-10-6610-5300113	LICENSE FEES			202,200.00
BA0000449	Cover access control project FY26	GLPKT04062	06/22/2026	-41,850.00
10-10-6610-5300338	SUPPLIES - DATA PROCESSING			135,000.00
BA0000444	Cover laptop refresh	GLPKT04042	06/22/2026	1,000.00
10-10-6610-5300458	DATA PROCESSING SERVICES			604,380.00
BA0000449	Cover access control project FY26	GLPKT04062	06/22/2026	-44,400.00
10-10-6610-5300570	MISCELLANEOUS			5,000.00
BA0000444	Cover laptop refresh	GLPKT04042	06/22/2026	-1,000.00
10-10-6610-5500970	SERVICE CHARGE - W&S FUND			-689,445.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026	381,558.00
BA0000463	FY26 yr-end adjust	GLPKT04156	06/22/2026	-369,288.00
10-10-6610-5500980	SERVICE CHARGE - STORMWATER FUND			-27,577.00
BA0000459	FY26 yr-end adjustments	GLPKT04137	06/22/2026	490.00
BA0000463	FY26 yr-end adjust	GLPKT04156	06/22/2026	15,262.00
10-10-6610-5700742	CAPITAL - DATA PROCESSING EQUIPMENT			25,000.00
BA0000449	Cover access control project FY26	GLPKT04062	06/22/2026	-14,772.00
Department 6610 Total:				254,558.00
Expense Total:				-1,739,904.00
Fund 10 Total:				-1,947,723.00

Budget Adjustment Report

For Date Range: 06/22/2026 - 06/22/2026

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Fund: 30 - WATER/SEWER Revenue						
Department: 3500 - NON-DEPARTMENTAL						
30-80-3500-3520002	WATER CONNECTION FEE			-15,000.00	700.00	-14,300.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		700.00	
30-80-3500-3523002	WATER SYSTEM DEVELOPMENT FEES			0.00	-370,320.70	-370,320.70
BA0000465	Yr-end Adj	GLPKT04158	06/22/2026		-370,320.70	
30-80-3500-3524002	WATER SYSTEM TAMPERING FEE			-5,000.00	1,500.00	-3,500.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		1,500.00	
30-80-3500-3525002	SEWER SYSTEM DEVELOPMENT FEES			0.00	-390,105.60	-390,105.60
BA0000465	Yr-end Adj	GLPKT04158	06/22/2026		-390,105.60	
30-80-3500-3528000	ENGINEERING REVIEW FEES			-5,000.00	4,569.00	-431.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		4,569.00	
Department 3500 Total:				-25,000.00	-753,657.30	-778,657.30
Department: 3900 - FUND BALANCE APPROPRIATION						
30-80-3900-3900000	FUND BALANCE APPROPRIATION			-675,666.00	-88,176.00	-763,842.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		-88,176.00	
Department 3900 Total:				-675,666.00	-88,176.00	-763,842.00
Revenue Total:				-700,666.00	-841,833.30	-1,542,499.30
Expense						
Department: 5972 - TRANSFER TO WATER/SEWER						
30-71-5972-5972002	TRANSFER TO FUND 75 - WATER SDF RESERVE			0.00	370,320.70	370,320.70
BA0000465	Yr-end Adj	GLPKT04158	06/22/2026		370,320.70	
30-71-5972-5972003	TRANSFER TO SEWER SDF RES'V FUND			0.00	390,105.60	390,105.60
BA0000465	Yr-end Adj	GLPKT04158	06/22/2026		390,105.60	
Department 5972 Total:				0.00	760,426.30	760,426.30
Department: 7220 - UTILITIES ADMINISTRATION						
30-80-7220-5100020	SALARIES			217,547.00	2,000.00	219,547.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		2,000.00	
30-80-7220-5120050	FICA			16,643.00	300.00	16,943.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		300.00	
30-80-7220-5127070	RETIREMENT			31,090.00	500.00	31,590.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		500.00	
30-80-7220-5300584	TRIANGLE WATER PARTNERSHIP			11,000.00	-243.00	10,757.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		-243.00	
Department 7220 Total:				276,280.00	2,557.00	278,837.00
Department: 7240 - BILLING AND COLLECTIONS						
30-80-7240-5100010	OVERTIME COMPENSATION			5,000.00	3,000.00	8,000.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		1,000.00	
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		2,000.00	
30-80-7240-5100020	SALARIES			350,581.00	4,000.00	354,581.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		4,000.00	
30-80-7240-5120050	FICA			26,820.00	300.00	27,120.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		300.00	
30-80-7240-5127070	RETIREMENT			47,282.00	600.00	47,882.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		600.00	
30-80-7240-5127071	401(K) RETIREMENT SUPP			16,429.00	200.00	16,629.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		200.00	
30-80-7240-5300080	TRAINING/CONF/CONV			2,000.00	-1,000.00	1,000.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-1,000.00	
30-80-7240-5300110	TELEPHONE/INTERNET			0.00	200.00	200.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		200.00	

Budget Adjustment Report

For Date Range: 06/22/2026 - 06/22/2026

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
30-80-7240-5300310	GASOLINE			5,000.00	1,000.00	6,000.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		1,000.00	
30-80-7240-5300320	SUPPLIES - OFFICE			1,200.00	-200.00	1,000.00
BA0000456	FY26 yr-end adjust	GLPKT04096	06/22/2026		-200.00	
30-80-7240-5300585	ELECTRONIC PAYMENT FEES			188,000.00	10,000.00	198,000.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		10,000.00	
Department 7240 Total:				642,312.00	18,100.00	660,412.00
Department: 8120 - WATER TREATMENT PLANT						
30-80-8120-5100020	SALARIES			599,103.00	6,000.00	605,103.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		6,000.00	
30-80-8120-5300158	MAINT - EQUIPMENT			88,400.00	-9,910.00	78,490.00
BA0000443	Chemicals needed prior to July 1	GLPKT04031	06/22/2026		-7,700.00	
BA0000447	Cover order of alum	GLPKT04054	06/22/2026		-8,000.00	
BA0000450	Cover WTP equipment maintenance	GLPKT04064	06/22/2026		2,790.00	
BA0000454	Cover remaining equipment maintenance	GLPKT04088	06/22/2026		3,000.00	
30-80-8120-5300323	SUPPLIES - CHEMICALS			225,000.00	15,700.00	240,700.00
BA0000443	Chemicals needed prior to July 1	GLPKT04031	06/22/2026		7,700.00	
BA0000447	Cover order of alum	GLPKT04054	06/22/2026		8,000.00	
30-80-8120-5300340	OUTSIDE LAB SERVICES			30,050.00	-3,000.00	27,050.00
BA0000454	Cover remaining equipment maintenance	GLPKT04088	06/22/2026		-3,000.00	
30-80-8120-5300550	SLUDGE REMOVAL			90,900.00	-1,964.00	88,936.00
BA0000450	Cover WTP equipment maintenance	GLPKT04064	06/22/2026		-1,964.00	
30-80-8120-5300570	MISCELLANEOUS			1,200.00	-826.00	374.00
BA0000450	Cover WTP equipment maintenance	GLPKT04064	06/22/2026		-826.00	
Department 8120 Total:				1,034,653.00	6,000.00	1,040,653.00
Department: 8140 - WATER DISTRIBUTION						
30-80-8140-5100020	SALARIES			588,148.00	18,000.00	606,148.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		18,000.00	
30-80-8140-5120050	FICA			44,994.00	2,000.00	46,994.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		2,000.00	
30-80-8140-5300110	TELEPHONE/INTERNET			4,500.00	200.00	4,700.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		200.00	
30-80-8140-5300165	MAINT - INFRASTRUCTURE			190,000.00	-11,000.00	179,000.00
BA0000451	Cover Water Distribution supplies & fitting s...	GLPKT04065	06/22/2026		-11,000.00	
30-80-8140-5300310	GASOLINE			24,000.00	2,000.00	26,000.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		2,000.00	
30-80-8140-5300330	SUPPLIES - DEPARTMENTAL			120,000.00	11,000.00	131,000.00
BA0000451	Cover Water Distribution supplies & fitting s...	GLPKT04065	06/22/2026		11,000.00	
Department 8140 Total:				971,642.00	22,200.00	993,842.00
Department: 8200 - WASTEWATER COLLECTION						
30-80-8200-5300310	GASOLINE			22,300.00	2,000.00	24,300.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		2,000.00	
Department 8200 Total:				22,300.00	2,000.00	24,300.00
Department: 8220 - WASTEWATER TREATMENT PLANT						
30-80-8220-5100020	SALARIES			576,124.00	25,000.00	601,124.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		25,000.00	
30-80-8220-5127070	RETIREMENT			81,620.00	4,000.00	85,620.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		4,000.00	
30-80-8220-5127071	401(K) RETIREMENT SUPP			28,360.00	1,500.00	29,860.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		1,500.00	
30-80-8220-5300110	TELEPHONE/INTERNET			1,638.00	50.00	1,688.00
BA0000462	Yr-end Adj	GLPKT04146	06/22/2026		50.00	

Budget Adjustment Report

For Date Range: 06/22/2026 - 06/22/2026

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description				Amount	
30-80-8220-5300145	MAINT - BUILDINGS			14,200.00	2,500.00	16,700.00
BA0000441	Lighting supplies and paper products	GLPKT03988	06/22/2026		2,500.00	
30-80-8220-5300158	MAINT - EQUIPMENT			130,380.00	-2,500.00	127,880.00
BA0000441	Lighting supplies and paper products	GLPKT03988	06/22/2026		-2,500.00	
Department 8220 Total:				832,322.00	30,550.00	862,872.00
Expense Total:				3,779,509.00	841,833.30	4,621,342.30
Fund 30 Total:				3,078,843.00	0.00	3,078,843.00

Fund: 35 - STORMWATER

Revenue

Department: 3850 - INTEREST EARNED

35-00-3850-3850000	INTEREST EARNED			-10,000.00	-17,300.00	-27,300.00
BA0000464	Yr-end Adj	GLPKT04157	06/22/2026		-17,300.00	
Department 3850 Total:				-10,000.00	-17,300.00	-27,300.00
Revenue Total:				-10,000.00	-17,300.00	-27,300.00

Expense

Department: 5900 - STORMWATER

35-30-5900-5100010	OVERTIME COMPENSATION			1,000.00	1,300.00	2,300.00
BA0000464	Yr-end Adj	GLPKT04157	06/22/2026		1,300.00	
35-30-5900-5100020	SALARIES			332,667.00	11,500.00	344,167.00
BA0000464	Yr-end Adj	GLPKT04157	06/22/2026		11,500.00	
35-30-5900-5120050	FICA			25,449.00	500.00	25,949.00
BA0000464	Yr-end Adj	GLPKT04157	06/22/2026		500.00	
35-30-5900-5127070	RETIREMENT			47,440.00	3,000.00	50,440.00
BA0000464	Yr-end Adj	GLPKT04157	06/22/2026		3,000.00	
35-30-5900-5127071	401(K) RETIREMENT SUPP			16,484.00	1,000.00	17,484.00
BA0000464	Yr-end Adj	GLPKT04157	06/22/2026		1,000.00	
Department 5900 Total:				423,040.00	17,300.00	440,340.00
Expense Total:				423,040.00	17,300.00	440,340.00
Fund 35 Total:				413,040.00	0.00	413,040.00

Fund: 69 - UTILITIES CAPITAL IMPROVEMENTS

Expense

Department: 8100 - PROJECTS (W&S\SW) MULTI-YEAR

69-00-8100-5700720	CONSTRUCTION			0.00	-20,225.00	-20,225.00
BA0000453	Elizabeth Brady Design Costs	GLPKT04083	06/22/2026		-20,225.00	
69-00-8100-5700745	DESIGN			0.00	20,225.00	20,225.00
BA0000453	Elizabeth Brady Design Costs	GLPKT04083	06/22/2026		20,225.00	
Department 8100 Total:				0.00	0.00	0.00
Expense Total:				0.00	0.00	0.00
Fund 69 Total:				0.00	0.00	0.00

Fund: 72 - RESTRICTED REVENUES - GENERAL FUND

Revenue

Department: 5100 - POLICE

72-00-5100-3301056	RESTRICTED REV - EMERGENCY ANIMAL FUND			0.00	-489.20	-489.20
BA0000461	Adjust to actual	GLPKT04140	06/22/2026		-489.20	
Department 5100 Total:				0.00	-489.20	-489.20
Revenue Total:				0.00	-489.20	-489.20

Budget Adjustment Report

For Date Range: 06/22/2026 - 06/22/2026

Account Number	Account Name	Packet Number	Post Date	Original Budget	Budget Adjustments Amount	Current Budget
Adjustment Number	Adjustment Description					
Expense						
Department: 5100 - POLICE						
72-20-5100-5300366	EMERGENCY ANIMAL FUND EXPENSE			0.00	489.20	489.20
BA0000461	Adjust to actual	GLPKT04140	06/22/2026		489.20	
Department 5100 Total:				0.00	489.20	489.20
Expense Total:				0.00	489.20	489.20
Fund 72 Total:				0.00	0.00	0.00
Budget Code 2025-2026 Total:				1,544,160.00	0.00	1,544,160.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026				
	10	-1,947,723.00	0.00	-1,947,723.00
	30	3,078,843.00	0.00	3,078,843.00
	35	413,040.00	0.00	413,040.00
	69	0.00	0.00	0.00
	72	0.00	0.00	0.00
Budget Code 2025-2026 Total:		1,544,160.00	0.00	1,544,160.00



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	June 22, 2026
Department:	Planning and Economic Development
Agenda Section:	Consent
Public hearing:	Yes
Date of public hearing:	Feb. 19, 2026 and May 21, 2026

PRESENTER/INFORMATION CONTACT

Joseph Hoffheimer, Planner
Molly Boyle, Senior Planner

ITEM TO BE CONSIDERED

Subject: Text amendment to Unified Development Ordinance Section 2.5, Administration – Historic District Commission (staff-initiated)

Attachments:

1. Draft text amendment with Planning Board revisions
2. Planning Board statement
3. Consistency statement
4. Ordinance

Summary:

Staff brought an amendment of Unified Development Ordinance Section 2.5, Administration – Historic District Commission to public hearing on Feb. 19, 2026. The text amendment proposed changes to the quorum requirements for the Historic District Commission.

No members of the public spoke at the hearing, but the Planning Board and the elected officials had concerns about the proposed language and discussed several possible alternatives. The approved minutes from the hearing on Feb. 19 are available on the town's website: <https://mccmeetings.blob.core.usgovcloudapi.net/hillsbronc-pubu/MEET-Minutes-b51fd202d1fb4b4e98c65294745afce5.pdf>.

Staff revised the text amendment based on feedback from the public hearing. The revised text amendment proposed to do the following:

- Reduce the number of members on the Historic District Commission from seven to five;
- Update the language about commission membership to better align with NC GS § 160D-303 (a), Historic Preservation Commission – Composition; and
- Change quorum and voting requirements to better align with NC GS § 160D-406 (i), Quasi-judicial procedure – Voting.

The general statutes referenced above can be viewed online via the following links:

- NC GS § 160D-303 (a), Historic Preservation Commission – Composition
https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_160D/GS_160D-303.pdf
- NC GS § 160D-406 (i), Quasi-judicial procedure – Voting
https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_160D/GS_160D-406.pdf

At the second public hearing on May 21, 2026, the boards reviewed the proposed changes. There was still some confusion about the proposed language, although staff noted that the language in question came directly from state statutes.

After the hearing on May 21 closed, the town board left and the Planning Board took up its regular business. The Planning Board members discussed potential revisions to the amendment. The Planning Board ultimately recommended to approve the text amendment with a revision: change the term “appointed members” to “filled seats” (6-0). The Planning Board’s recommended version of the text amendment is attached.

Comprehensive Sustainability Plan goal:

Town Government Goals and Actions 2:

Adopt local laws, regulations, and policies that help to achieve sustainable and equitable outcomes.

- Strategy:
Develop and adopt policies that help accomplish town goals.
- Action:
Regularly review and update town policies as new information is garnered and achievements are met.

Financial impacts:

None.

Staff recommendation and comments:

Staff recognizes that there has been some confusion with the proposed text amendment language. However, the language in question comes directly from state statutes. The concerns of the boards may also be assuaged by the following:

- Historic District Commission meetings are quasi-judicial, meaning the town attorney is always present to provide legal guidance; and
- Should a situation arise where only one or two Historic District Commissioners are voting on an item, the applicant and/or the Historic District Commissioners may request to table said item until a full commission is present.

Staff recommends approval of the Planning Board’s recommended version of the text amendment.

Action requested:

Adopt the Planning Board’s version of the proposed text amendment by adopting the attached consistency statement, followed by the attached ordinance.

2. ADMINISTRATION

2.5 HISTORIC DISTRICT COMMISSION

The Hillsborough Historic District Commission is hereby established in accordance with North Carolina General Statute § 160D-303.

2.5.1 POWERS AND DUTIES

The Historic District Commission shall have the following powers:

- 2.5.1.1 Pass upon the appropriateness of the alteration, location or relocation, or demolition of any building, structure, site, or appurtenant feature on a property which has been designated as a landmark or is located within an Historic District; and issue a Certificate of Appropriateness if approved. This shall include location of buildings and structures on the site to the extent that location impacts the congruity with the overall character of the landmark or the District.
- 2.5.1.2 Pass upon the appropriateness of exterior architectural features, including signs and other exterior features of any new building or structure to be constructed at a property which has been designated as a landmark or is located within an Historic District. This shall include location of new buildings, structures and signs on the site to the extent that location impacts the congruity with the overall character of the district.
- 2.5.1.3 Cooperate with other town boards or commissions or with agencies of the Town or other governmental units; offer or request assistance, aid, guidance, or advice concerning matters under its purview or of mutual interest.
- 2.5.1.4 Recommend to the Planning Board districts or areas to be designated by the Ordinance as "Historic Districts." Recommend to the Town Board properties to be designated by ordinance as landmarks.
- 2.5.1.5 Recommend to the Planning Board that designation of any district or area as a Historic District be revoked or removed. Recommend to the Town Board that designation of any property, district or area as a landmark be revoked or removed.
- 2.5.1.6 Give advice to property owners concerning the treatment of the historical and visual characteristics of their properties which has been designated as landmarks or are located within an Historic District, such as color schemes, gardens, and landscaping features and minor decorative elements.
- 2.5.1.7 Propose to the Planning Board changes to this or any related Ordinance and to propose new Ordinances or laws relating to designated landmarks, Historic Districts or relating to the total program for the development of the historical resources of the Town and its environs.
- 2.5.1.8 Publish information about, or otherwise inform the owners of property designated as landmarks or located within an Historic District, of any matters pertinent to its duties, organization, procedures, responsibilities, functions, or requirements.

- 2.5.1.9** Undertake programs of information, research, or analysis relating to any matters under its purview.
- 2.5.1.10** Report violations of this Ordinance, or related ordinances to the local official responsible for enforcement.
- 2.5.1.11** Assist the Town staff in obtaining the services of private consultants to aid in carrying out programs of research or analysis.
- 2.5.1.12** Recommend to the Town Board and the State of North Carolina structures, sites, objects, or districts worthy of national, state, or local recognition.
- 2.5.1.13** Initiate and participate in negotiations with owners and other parties in an effort to find means of preserving structures or buildings scheduled for demolition or sites scheduled for destruction.
- 2.5.1.14** Establish guidelines under which the Planning Director with approval of the Commission Chairperson may approve minor modifications on behalf of the Commission. No application shall be considered denied without first being considered by the Commission.
- 2.5.1.15** Conduct evidentiary hearings on applications for Certificates of Appropriateness.
- 2.5.1.16** Organize itself and conduct its business by whatever legal means it deems proper.
- 2.5.1.17** Exercise such other powers and perform such other duties as are required elsewhere by this Ordinance, the General Statutes of North Carolina, or by the Town Board.
- 2.5.1.18** Review and offer comments on Special Use Permits for properties located within the Historic Overlay district. The commission may not accept public comment on these reviews. Any comments or recommendations must be reduced to writing and presented both verbally and in writing at the evidentiary hearing on the application by a Commission member.

2.5.2 MEMBERSHIP

The Commission shall consist of ~~seven (7) regular members~~ **five (5) regular members**. A majority of the members shall ~~be qualified by Special~~ **have demonstrated special** interest, ~~knowledge, or training experience, or education~~ in such fields as history, architecture, archaeology, or related fields. All members shall serve without compensation, but they may be reimbursed for incidental expenses incurred in connection with official duties.

2.5.3 APPOINTMENT

Every member shall reside within the zoning jurisdiction of the Town of Hillsborough and shall be appointed by the Town Board.

2.5.4 TERMS OF OFFICE

The tenure of office shall be three (3) years. Appointments to fill vacancies shall be for the unexpired term. A member may be appointed for a second successive term, but after two (2) consecutive full terms a member shall be ineligible for reappointment until one calendar year has elapsed from the date of completion of the second full term.

2.5.5 STAFF

The Planning Director shall provide staff support to assist the Historic District Commission in carrying out its duties.

2.5.6 MEETINGS

2.5.6.1 Meeting Minutes

The Commission shall maintain minutes of its meetings as a permanent public record. Such minutes shall record the attendance of its members, its findings, recommendations, and a summary of information, data, and testimony presented to it.

2.5.6.2 Open to the Public

All meetings of the Commission shall be open to the public and the Commission shall cause notices to be given as required by Article 33C, Chapter 143 of the North Carolina General Statutes, as amended.

2.5.7 QUORUM AND NECESSARY VOTE

2.5.7.1 A quorum of the Commission necessary to conduct any business shall ~~consist of four (4) members.~~ be a majority of the filled seats.

2.5.7.2 ~~The concurring vote of a majority of the quorum present, but no fewer than three (3), of the members of the Commission shall be necessary in order to decide in favor of the applicant on any matter upon which it is required to pass by this Ordinance.~~ A concurring vote of the majority of the filled seats shall be required to decide quasi-judicial matters before the board. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter under NC GS § 160D-109(d) shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

2.5.8 RULES OF PROCEDURE

The Commission shall adopt Rules of Procedure and regulations for the conduct of its affairs. Rules of procedure shall be consistent with the procedural requirements of this Ordinance and state law.



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Staff-initiated text amendment to UDO Section 2.5

May 21, 2026

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed a staff-initiated text amendment to UDO Section 2.5, Administration – Historic District Commission; and

WHEREAS, North Carolina General Statute 160D-604 (Planning Board Review and Comment), paragraphs (c) (Review of Other Ordinances and Actions) and (d) (Plan Consistency), require that, when considering a proposed amendment to development regulations, the Planning Board must advise and comment on whether the amendment is consistent with any adopted comprehensive or land-use plan and any other applicable, officially-adopted plan. The Planning Board must then provide a written recommendation to the Town Board of Commissioners addressing plan consistency and other matters deemed appropriate; and

WHEREAS, UDO §3.7.10 (Planning Board Recommendation) requires the written report be delivered to the Town Board of Commissioners within 30 days of the amendment's initial referral to the Planning Board; and

WHEREAS, after deliberation of the requested amendment, the Planning Board finds:

1. The proposed amendment **IS CONSISTENT** with the Town of Hillsborough Comprehensive Sustainability Plan (CSP), specifically with the following goal, strategy, and action in the Town Government Goals and Actions chapter:

- Town Government Goals and Actions 2: Adopt local laws, regulations, and policies that help to achieve sustainable and equitable outcomes.
- Strategy: Develop and adopt policies that help accomplish town goals.
- Action: Regularly review and update town policies as new information is garnered and achievements are met.

2. The proposed text amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by removing two long-standing vacancies and aligning the UDO with the North Carolina General Statutes.

WHEREFORE, upon a motion by Robert Iglesias, seconded by Jeannette Benjey, the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes: 6 (Jeannette Benjey; Robert Iglesias; Megan Kimball; Sherra Lawrence; Hooper Schutlz; Carrie Winkler)

Noes: 0

Absent: 2 (Sean Kehoe; Kimberly Landaverde)

NOW, THEREFORE, the Board hereby **RECOMMENDS** that the Town Board of Commissioners **APPROVE** the requested UDO text amendment with a revision: change the term "appointed members" to "filled seats".

Hooper Schutlz

Hooper Schutlz, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: Jun 10, 2026



CONSISTENCY STATEMENT

Pursuant to NC GS § 160D-605, Governing Board Statement
for an Amendment to Unified Development Ordinance Section 2.5
June 22, 2026

The Hillsborough Board of Commissioners has reviewed a proposed, staff-initiated text amendment to Unified Development Ordinance Section 2.5, Administration – Historic District Commission.

The town board has determined the proposed action is consistent with the town’s Comprehensive Sustainability Plan (CSP) because:

- Section 1.** The proposed amendment is **consistent** with the Comprehensive Sustainability Plan (CSP), specifically the following goal, strategy, and action in the Town Government and Public Services chapter of the plan:
- (a) Goal: Adopt local laws, regulations, and policies that help to achieve sustainable and equitable outcomes.
 - (b) Strategy: Develop and adopt policies that help accomplish town goals.
 - (c) Action: Regularly review and update town policies as new information is garnered and achievements are met.
- Section 2.** The proposed text amendment **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and promotes the public health, safety, and welfare by removing two long-standing vacancies and aligning the Unified Development Ordinance with the North Carolina General Statutes.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 22nd day of June in the year 2026.

Ayes:
Noes:
Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Town of Hillsborough Unified Development Ordinance Section 2.5, Administration – Historic District Commission

WHEREAS, an application was initiated by Planning and Economic Development staff to amend Unified Development Ordinance Section 2.5 to remove two vacant seats from the Historic District Commission and align its quorum and voting requirements with the North Carolina General Statutes; and

WHEREAS, the application was referred to the town Planning Board for its recommendation, and the Planning Board has provided the town board with a written recommendation addressing the consistency of the proposed text amendment with the town's Comprehensive Sustainability 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 Sustainability 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 22nd day of June in the year 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

2. ADMINISTRATION

2.5 HISTORIC DISTRICT COMMISSION

The Hillsborough Historic District Commission is hereby established in accordance with North Carolina General Statute § 160D-303.

2.5.1 POWERS AND DUTIES

The Historic District Commission shall have the following powers:

- 2.5.1.1** Pass upon the appropriateness of the alteration, location or relocation, or demolition of any building, structure, site, or appurtenant feature on a property which has been designated as a landmark or is located within an Historic District; and issue a Certificate of Appropriateness if approved. This shall include location of buildings and structures on the site to the extent that location impacts the congruity with the overall character of the landmark or the District.
- 2.5.1.2** Pass upon the appropriateness of exterior architectural features, including signs and other exterior features of any new building or structure to be constructed at a property which has been designated as a landmark or is located within an Historic District. This shall include location of new buildings, structures and signs on the site to the extent that location impacts the congruity with the overall character of the district.
- 2.5.1.3** Cooperate with other town boards or commissions or with agencies of the Town or other governmental units; offer or request assistance, aid, guidance, or advice concerning matters under its purview or of mutual interest.
- 2.5.1.4** Recommend to the Planning Board districts or areas to be designated by the Ordinance as "Historic Districts." Recommend to the Town Board properties to be designated by ordinance as landmarks.
- 2.5.1.5** Recommend to the Planning Board that designation of any district or area as a Historic District be revoked or removed. Recommend to the Town Board that designation of any property, district or area as a landmark be revoked or removed.
- 2.5.1.6** Give advice to property owners concerning the treatment of the historical and visual characteristics of their properties which has been designated as landmarks or are located within an Historic District, such as color schemes, gardens, and landscaping features and minor decorative elements.
- 2.5.1.7** Propose to the Planning Board changes to this or any related Ordinance and to propose new Ordinances or laws relating to designated landmarks, Historic Districts or relating to the total program for the development of the historical resources of the Town and its environs.
- 2.5.1.8** Publish information about, or otherwise inform the owners of property designated as landmarks or located within an Historic District, of any matters pertinent to its duties, organization, procedures, responsibilities, functions, or requirements.

- 2.5.1.9** Undertake programs of information, research, or analysis relating to any matters under its purview.
- 2.5.1.10** Report violations of this Ordinance, or related ordinances to the local official responsible for enforcement.
- 2.5.1.11** Assist the Town staff in obtaining the services of private consultants to aid in carrying out programs of research or analysis.
- 2.5.1.12** Recommend to the Town Board and the State of North Carolina structures, sites, objects, or districts worthy of national, state, or local recognition.
- 2.5.1.13** Initiate and participate in negotiations with owners and other parties in an effort to find means of preserving structures or buildings scheduled for demolition or sites scheduled for destruction.
- 2.5.1.14** Establish guidelines under which the Planning Director with approval of the Commission Chairperson may approve minor modifications on behalf of the Commission. No application shall be considered denied without first being considered by the Commission.
- 2.5.1.15** Conduct evidentiary hearings on applications for Certificates of Appropriateness.
- 2.5.1.16** Organize itself and conduct its business by whatever legal means it deems proper.
- 2.5.1.17** Exercise such other powers and perform such other duties as are required elsewhere by this Ordinance, the General Statutes of North Carolina, or by the Town Board.
- 2.5.1.18** Review and offer comments on Special Use Permits for properties located within the Historic Overlay district. The commission may not accept public comment on these reviews. Any comments or recommendations must be reduced to writing and presented both verbally and in writing at the evidentiary hearing on the application by a Commission member.

2.5.2 MEMBERSHIP

The Commission shall consist of five (5) regular members. A majority of the members shall have demonstrated special interest, experience, or education in such fields as history, architecture, archaeology, or related fields. All members shall serve without compensation, but they may be reimbursed for incidental expenses incurred in connection with official duties.

2.5.3 APPOINTMENT

Every member shall reside within the zoning jurisdiction of the Town of Hillsborough and shall be appointed by the Town Board.

2.5.4 TERMS OF OFFICE

The tenure of office shall be three (3) years. Appointments to fill vacancies shall be for the unexpired term. A member may be appointed for a second successive term, but after two (2) consecutive full terms a member shall be ineligible for reappointment until one calendar year has elapsed from the date of completion of the second full term.

2.5.5 STAFF

The Planning Director shall provide staff support to assist the Historic District Commission in carrying out its duties.

2.5.6 MEETINGS

2.5.6.1 Meeting Minutes

The Commission shall maintain minutes of its meetings as a permanent public record. Such minutes shall record the attendance of its members, its findings, recommendations, and a summary of information, data, and testimony presented to it.

2.5.6.2 Open to the Public

All meetings of the Commission shall be open to the public and the Commission shall cause notices to be given as required by Article 33C, Chapter 143 of the North Carolina General Statutes, as amended.

2.5.7 QUORUM AND NECESSARY VOTE

2.5.7.1 A quorum of the Commission necessary to conduct any business shall be a majority of the filled seats.

2.5.7.2 A concurring vote of the majority of the filled seats shall be required to decide quasi-judicial matters before the board. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter under NC GS § 160D-109(d) shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

2.5.8 RULES OF PROCEDURE

The Commission shall adopt Rules of Procedure and regulations for the conduct of its affairs. Rules of procedure shall be consistent with the procedural requirements of this Ordinance and state law.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
 Department: Planning and Economic Development
 Agenda Section: Consent
 Public hearing: Yes
 Date of public hearing: May 21, 2026

PRESENTER/INFORMATION CONTACT

Molly Boyle, Senior Planner

ITEM TO BE CONSIDERED

Subject: Rezoning request for property at 515 Meadowlands Drive

Attachments:

1. Rezoning application
2. Vicinity, Zoning, and Future Land Use Maps
3. UDO Table 5.1.8, Use Table for Non-Residential Districts (allowable uses in HIC and EDD highlighted)
4. Planning Board statement
5. Draft consistency statement
6. Draft ordinance

Summary:

515 Meadowlands Drive Rezoning Details	
Property owner	Grace Hill Church Incorporated
Applicant	Mike Musser (Elder, Grace Hill Church)
Parcel ID Number (PIN)	9874-71-9144
In town limits?	Yes
Acreage	1.44 acres
Current zoning	High Intensity Commercial (HIC)
Proposed zoning	Economic Development District (EDD)
Future Land Use category	Light Industrial

Comprehensive Sustainability Plan goals:

Land Use & Development Goal 1: 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: Revise zoning and development regulations in accordance with the Future Land Use Plan and the Future Land Use Map and water and sewer needs. Condense land use classifications.

Financial impacts:

None.

Staff recommendation and comments:

Background

Grace Hill Church has occupied several units of the building at 515 Meadowlands Dr. since 2010. The property was owned by George Horton Enterprises LLC until the church acquired the property in November 2022.

The property has been zoned High Intensity Commercial since before the church moved in. A “church/place of worship” was an allowable use in the High Intensity Commercial district at the time. However, in December 2018, the town board approved an amendment to the Unified Development Ordinance that removed church/place of worship as an allowable use in that zoning district.

The approval of the text amendment made Grace Hill Church a “non-conforming use.” In other words, the land use was allowed when it was established, but it was not allowed under the new zoning regulations. Non-conforming uses can continue to operate, but they cannot be expanded.

Grace Hill Church wants to expand into more units of the building at 515 Meadowlands Dr. To do so, they must rezone the property to a district that allows a church/place of worship.

Proposed zoning

The applicant is proposing to rezone the property to Economic Development District. This zoning district allows a church/place of worship by right. The church currently leases space in the building to an electrical contractor as well; the Economic Development District also allows building/trade contractor’s offices by right.

The Unified Development Ordinance describes the Economic Development District as follows:

4.2.9 ECONOMIC DEVELOPMENT DISTRICT (EDD)

4.2.9.1 Intent

The intent of the Economic Development District is to provide locations for a wide range of light industrial, distribution, flex space, office, service, and retail uses.

4.2.9.2 Application Criteria

This district will usually be applied where the following conditions exist:

4.2.9.2.a The property is adjacent and has access to an interstate highway by way of a major arterial or collector street. Adjacency to rail facilities for the movement of goods and which offer transit service potential is preferred, but not required.

4.2.9.2.b Public water and sewer service are available or capable of being extended; and

4.2.9.2.c Large, buildable tracts are available for development or division into a range of building site sizes.

Future Land Use Plan designation

The Future Land Use Plan shows this property in the Light Industrial category. Both the High Intensity Commercial and Economic Development zoning districts are consistent with this category. You can view the Future Land Use Plan and Map on the town’s website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/future-land-use-plan>.

Water and sewer availability

The property has town water and sewer service.

Staff recommendation

Staff of the Planning and Economic Development Division recommend approval of the requested rezoning.

Joint public hearing and Planning Board recommendation

The joint public hearing for this request was held on May 21, 2026. Four members of the public spoke in support of the rezoning request, and another person submitted written comment in support of it prior to the hearing. The speakers discussed the importance of the church to them and their community.

At the hearing, some board members expressed concern about the existing, non-commercial use of the property, although it was acknowledged that a church was allowed there in 2010 when Grace Hill opened. There was also a concern that desirable commercial uses, like retail, would not be allowed if the property was rezoned to Economic Development District. However, that concern was resolved when it was established that the Economic Development District does allow retail uses.

After the public hearing closed and the town board left, the Planning Board continued its business. The Planning Board discussed the rezoning request and ultimately voted to recommend approval (6-0). Planning Board members generally discussed the desire to keep commercial uses in Meadowlands, but they acknowledged that the existing church use a) was allowable when the church opened in 2010 and b) had an established presence in the surrounding community.

Action requested:

Approve the requested rezoning by adopting the attached consistency statement, followed by the attached ordinance.



TOWN OF
HILLSBOROUGH

APPLICATION
General Use Rezoning

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

This application is to rezone properties to General Use and/or Overlay Zoning Districts. If you want to rezone property to a Planned Development District, please use the Planned Development Rezoning Application.

SUBMITTAL REQUIREMENTS

- Complete application form, including signature
- Application fee per current Planning fee schedule

PROPERTY OWNER CONTACT

Name GRACE HILL CHURCH INCORPORATED

Address 515 MEADOWLANDS DR Suite 500

Phone 919-582.-7600 Email [REDACTED]

APPLICANT CONTACT

Name MICHAEL MUSSER

Address [REDACTED]

Phone 919-433-7626 Email [REDACTED]

PROPERTY DETAILS

Addresses/Location 515 MEADOWLANDS DR, Hillsborough, NC

Parcel ID Numbers 9874719144

Existing Land Uses/Structures Suites 100-300 Electrical Contractor, Suites 400-600 Church/Exist. Building

Total Acreage 1.44 acres Current Zoning HIC Proposed Zoning EDD

CONSISTENCY WITH THE COMPREHENSIVE SUSTAINABILITY PLAN

Please describe how your proposed amendment is consistent with the town’s Comprehensive Sustainability Plan, which is available online at <https://www.hillsboroughnc.gov/about-us/departments/community-services/public-space-and-sustainability/sustainability-initiatives>. You may include additional sheets if necessary.

See page 1 of the attached

GENERAL STANDARDS CONSIDERED BY THE BOARD OF COMMISSIONERS

A rezoning request is decided legislatively, meaning the Hillsborough Board of Commissioners votes whether to approve or deny the request. When considering the request, the commissioners are to consider ten factors listed in Unified Development Ordinance Sec. 3.7.2, General Standards/Findings of Fact. You can find the Unified Development Ordinance on the town’s website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/unified-development-ordinance>.

The ten factors are enclosed. Please describe how your proposed rezoning aligns with these factors. You may include additional sheets if necessary.

See page 2 of the attached

SIGNATURES

I hereby agree to conform to all applicable laws and regulations of the Town of Hillsborough, County of Orange, and State of North Carolina as may be applicable to my request, and I certify that the information presented in this application is true and accurate to the best of my knowledge.

Grace Hill Church	Michael Elliot Musser <small>Digitally signed by Michael Elliot Musser Date: 2026.05.03 21:29:40 -04'00'</small>	5/3/2026
Printed name of owner	Signature	Date
Michael Musser	Michael Elliot Musser <small>Digitally signed by Michael Elliot Musser Date: 2026.05.03 21:30:16 -04'00'</small>	5/3/2026
Printed name of applicant	Signature	Date

STAFF USE ONLY

Date received May 4, 2026 Received by MOB
 Fee and receipt number \$1,072 TYLX56944406 Tentative hearing date May 21, 2026

Grace Hill Church's additional responses to the following:

Please describe how your proposed amendment is consistent with the town's Comprehensive Sustainability Plan, which is available online at <https://www.hillsboroughnc.gov/about-us/departments/community-services/public-space-and-sustainability/sustainability-initiatives>

www.hillsboroughnc.gov/about-us/departments/community-services/public-space-and-sustainability/sustainability-initiatives

This proposed amendment is consistent with the town's three pillars of sustainability in the following ways:

Economic Sustainability

The proposed EDD rezoning reflects and formalizes the existing economic character of the property and the Meadowlands Drive corridor. The property currently operates as a mixed-use commercial and institutional space, occupied by E&W Electric, Inc. (an electrical contracting business) and Grace Hill Church (house of worship). Both uses are permitted by right within EDD, meaning the rezoning brings the entire property into full compliance — resolving the current non-conforming use situation without displacing either occupant or creating new non-conforming uses.

Environmental Sustainability

Since EDD is designed to support the kind of mixed economic and institutional activity present on this property and throughout the Meadowlands Drive corridor, the proposed rezoning will not impact the ability to preserve and protect the natural environment. Additionally there will be no changes to the conditions of the property — including the existing natural environment. Any future use of the property would similarly be required to conform to EDD zoning standards, ensuring continued compatibility with the surrounding commercial and light industrial environment.

Social Sustainability

The proposed rezoning and existing uses are consistent with a focus on the health and well-being of the people and communities in proximity to the property, including the Forest Ridge development and the to-be-built Auman Village Townhomes. The church is committed to fostering community connection, service, and character development among its members and neighbors. Grace Hill Church is the closest house of worship to these residential communities and serves as a social anchor for families in the area — providing gathering space, support networks, and community services that complement the broader mix of uses in the area.

Response to Unified Development Ordinance Sec. 3.7.2, General Standards/ Findings of Fact.

3.7.2.1 The extent to which the proposed amendment is consistent with all applicable Town- adopted plans.

While the proposed EDD zoning represents a variation from the Future Land Use Map designation for this location, it is consistent with the light industrial and commercial character of the Meadowlands Drive corridor and similar areas in town like Millstone Dr. that are zoned EDD. It accurately reflects the mixed-use nature of the property as it has operated for over a decade, including both a trades contractor and a place of worship — both of which are permitted uses within EDD. The proposed rezoning aligns the property's formal zoning classification with its long-established and demonstrated use.

3.7.2.2 The extent to which there are changed conditions that require an amendment.

When the church initially leased Suites 400 and 500 in early 2010, church use was allowed in HIC zoning. In late 2010, the permitted uses within HIC zoning were amended by the town, no longer allowing places of worship. In 2013, the church had grown and Suite 600 became available to lease. The church began leasing that space, assuming it was no different than Suites 400 and 500, and was not aware that the zoning had changed and churches were no longer an allowed use. Because the church was already operating in Suites 400 and 500 when the zoning changed, those suites were grandfathered in as a non-conforming use. The church has operated continuously at this location since 2010 and at no point intended to operate outside of applicable zoning requirements.

In November 2022, the building became available for sale and the church purchased the property (Suites 100–600), continuing to use the space as they had since 2013. As part of recovering from storm damage during Tropical Storm Chantal in July of 2025, the church applied for permits to make revisions to Suite 600 and discovered the zoning issue.

3.7.2.3 The extent to which the proposed amendment addresses a demonstrated community need.

The proposed EDD rezoning addresses a demonstrated community need in two ways. First, it brings Grace Hill Church — the closest house of worship to the established Forest Ridge community and the to-be-built Auman Village Townhomes — into full zoning compliance, ensuring its continued presence as a community resource. Houses of worship are recognized community assets that provide gathering space, social support networks, and services that extend beyond Sunday worship.

Second, EDD is the only rezoning option that simultaneously brings both current occupants — Grace Hill Church and E&W Electric, Inc. — into full compliance. Alternative designations would resolve the church's non-conforming status while creating a new non-conforming use for the electrical contractor. EDD eliminates both issues at once, better serving the long-term stability and utility of the property for the community.

3.7.2.4 The extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.

We feel EDD would be the most appropriate zoning designation for 515 Meadowlands Drive given the property's long-established character as a mixed commercial and institutional space within a light industrial corridor. The existing uses — an electrical contracting business and a place of worship — are both permitted by right within EDD, making this the zoning classification most compatible with the property's actual and demonstrated use. The proposed designation is consistent with the economic development character of Meadowlands Drive and other areas in the town with EDD zoning. It appropriately reflects the mix of uses that have operated at this location for over a decade.

3.7.2.5 The extent to which the proposed amendment would result in a logical and orderly development pattern or deviate from logical and orderly development patterns.

The proposed EDD rezoning would create a logical and orderly development pattern consistent with the light industrial and commercial character of Meadowlands Drive. The rezoning formalizes and legitimizes the mixed-use nature of the property — commercial and institutional — that has been in place since 2010. Rather than introducing a new or incompatible use pattern, it aligns the formal zoning designation with long-established and demonstrated use.

3.7.2.6 The extent to which the proposed amendment would encourage premature development.

The proposed rezoning will not encourage premature development. The intent of the zoning change is solely to bring the existing uses of the building into compliance with a zoning classification that permits both a place of worship and a building/trade contractor's office. No new construction or development would result from the zoning change.

3.7.2.7 The extent to which the proposed amendment would result in strip or ribbon commercial development.

The proposed EDD rezoning would not result in strip or ribbon commercial development. The intent of the rezoning is to bring the existing institutional and commercial uses into compliance. The property is an established multi-suite building set within a light industrial park, with no frontage configuration conducive to strip retail development. No new construction or development is proposed as part of this rezoning.

3.7.2.8 The extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to or incompatible with adjacent and surrounding zoning districts.

The proposed EDD designation is consistent with the economic development and light industrial character of the Meadowlands Drive corridor and while it would be isolated within the HIC zoning in the rest of the neighborhood, it would not be an incompatible zoning district. The rezoning reflects and formalizes the mixed commercial and institutional uses that have existed at this location for over a decade, and is compatible with the surrounding land use context. Areas in town like Millstone Dr. have a similar mix of businesses and institutions operating within the EDD zoning.

3.7.2.9 The extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands.

The proposed rezoning will not adversely impact the property values of surrounding lands. Its intent is to bring the existing uses of the property into compliance with the appropriate zoning classification. No new development is associated with the rezoning, and the property will continue to operate as it has for over a decade.

3.7.2.10 The extent to which the proposed amendment would result in significantly adverse environmental impacts, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The proposed rezoning will not negatively impact the environment. Its sole intent is to bring the existing uses of the property into compliance with the appropriate zoning classification. No new development is associated with the rezoning, and no changes to the existing physical conditions of the property are proposed.

Vicinity Map - 515 Meadowlands Drive

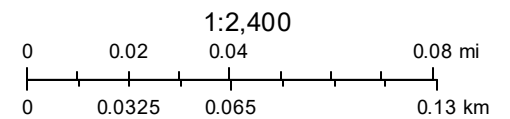


May 14, 2026

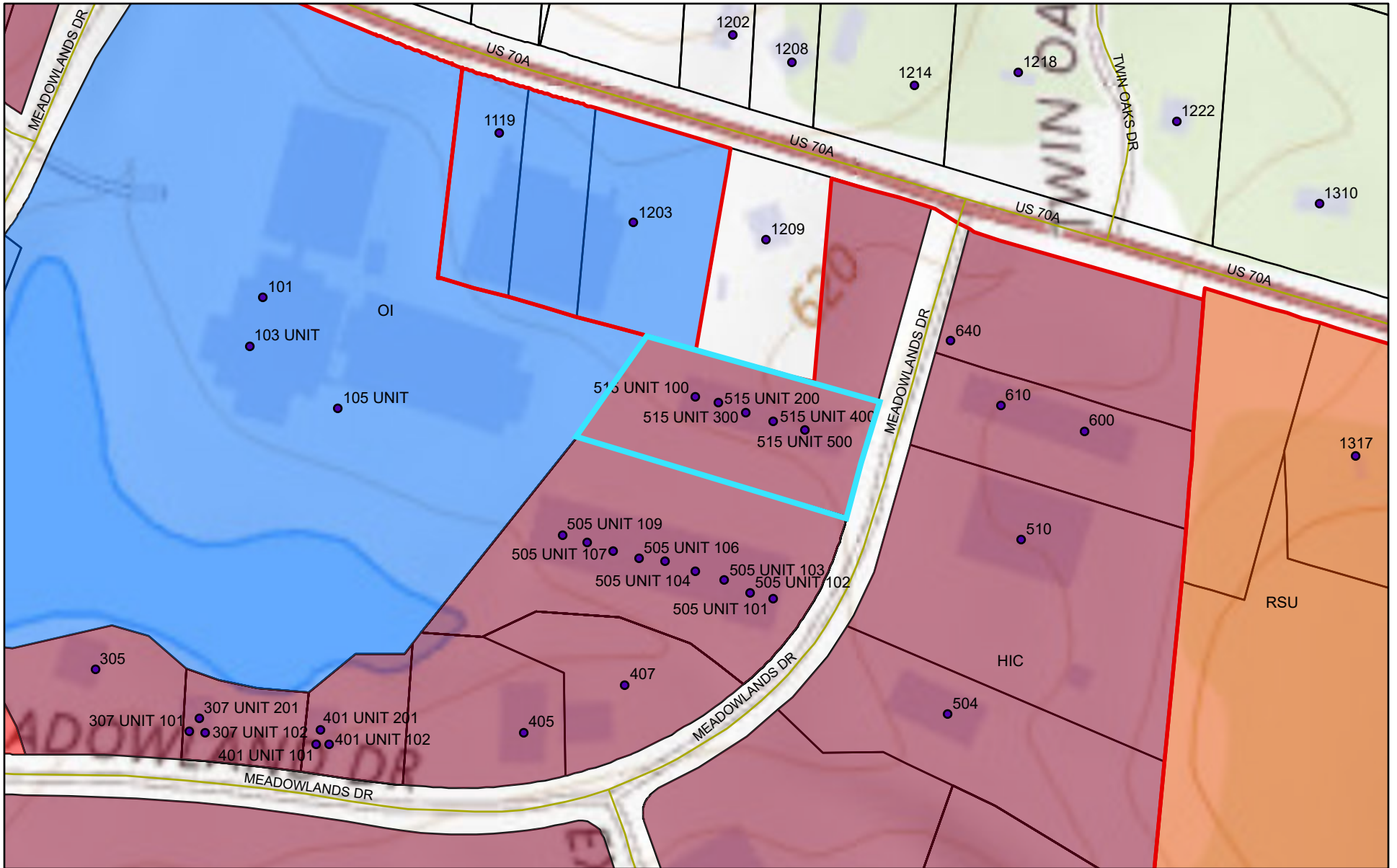
 515 Meadowlands Drive

 Parcels

Section 4, Item C.



Zoning Map - 515 Meadowlands Drive



5/14/2026

Streets

Addresses

Hillsborough Town Limits

Zoning

GC General Commercial

HIC High Intensity Commercial

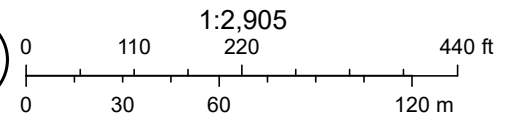
MF Multi-Family

OI Office Institutional

RSU Residential Special Use

Parcels

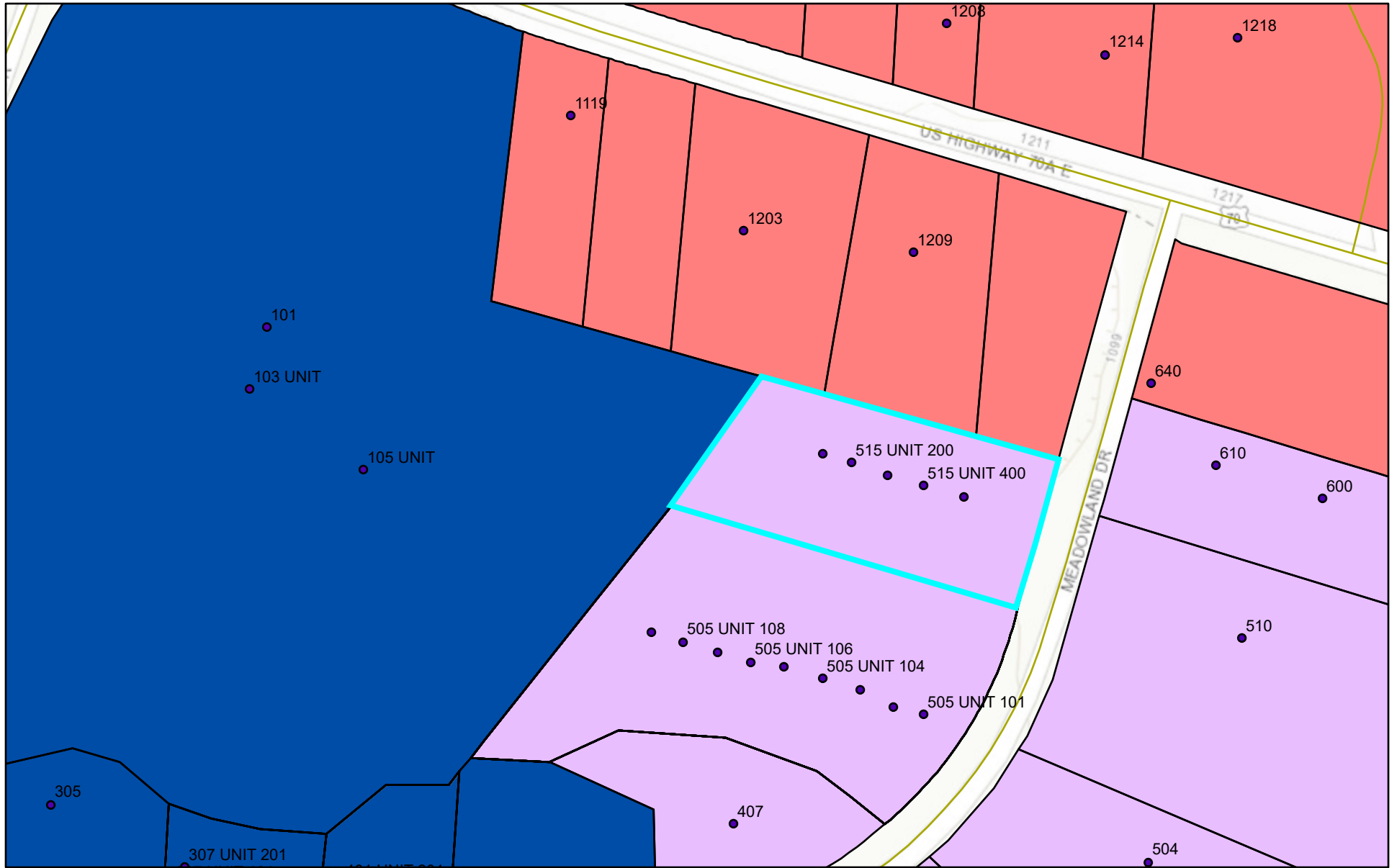
515 Meadowlands Drive



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrogra

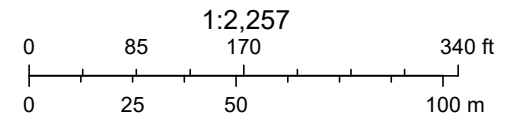
Section 4, Item C.

Future Land Use Map - 515 Meadowlands Drive



5/14/2026, 9:40:42 AM

- Addresses
- ▭ Parcels
- ▬ Streets
- ▭ Urban Service Area
- HillsboroughLandUse
- ▭ Light Industrial
- ▭ Neighborhood Mixed Use
- ▭ Suburban Office
- ▭ 515 Meadowlands Drive



5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS														
P = Permitted by Right	SUP = Permitted with a Special Use Permit					PA = Permitted as accessory use					* = Refer to 5.2.47			
	LO	NB	OI	CC	GC	HIC	ARU	BP	EDD	LI	GI	ESU	NBSU	SDSU
Adult Day Care			P			P						SUP	SUP	SUP
Adult Use						SUP								
Artisan Studio	P	P	P	P	P	P	P	P	P	P	P	SUP	SUP	SUP
Bank & Financial Institution	P		P	SUP	P	P		P	P			SUP		SUP
Bar				P	P	P	P		P			SUP		SUP
Bed and Breakfast Facility														
Botanical Garden & Arboretum		P	P	P	P	P	P				P	SUP		
Brewery		SUP			P	P	P	P	P	P	P			
Building/Trade Contractor's office		P			P	P		P	P	P	P	SUP		
Cemetery			SUP			SUP								
Child Day Care		P	P		P	P	P	P	P			SUP	SUP	SUP
Church, Place of worship		P	P	P			P		P			SUP	SUP	SUP
Detention Facility			SUP						SUP					
Dwelling: Accessory		P	P	P	P	P		P				SUP	SUP	SUP
Dwelling: Attached (1-4 units)				P			P				SUP	SUP	SUP	SUP
Dwelling: Attached (5-19 units)				P			P				SUP	SUP		SUP
Dwelling: Attached (20+ units)				SUP			P				SUP	SUP		SUP
Dwelling: Mobile Home A														
Dwelling: Mobile Home B														
Dwelling: Mobile Home C														
Dwelling: Single-family		P	P	P	P	P						SUP	SUP	SUP
Electronic Gaming Operation		PA		PA	PA/SUP	PA/SUP							SUP	
Event Center			P	SUP	P	P	P	P	P			SUP	SUP	SUP
Extended Care Facility			P			P						SUP		SUP
Family Care Home												SUP	SUP	SUP
Family Child Care Home													SUP	
Farm, Bona fide														
Farmer's Market		P	P	P	P	P	P		P	P	P	SUP		SUP

5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS

	P = Permitted by Right			SUP = Permitted with a Special Use Permit				PA = Permitted as accessory use				* = Refer to 5.2.47		
	LO	NB	OI	CC	GC	HIC	ARU	BP	EDD	LI	GI	ESU	NBSU	SDSU
Flex Space						P	P	P	P	P	P	SUP		SUP
Food Preparation Business					P	P	P		P	P	P	SUP	SUP	
Funeral Home	P		P	P	P	P			P			SUP	SUP	SUP
Gallery/Museum	P	P	P	P	P	P	P					SUP	SUP	SUP
Government Maintenance Yard			SUP						SUP	P				
Greenhouses/Nursery						P				P	P	SUP	SUP	
Group Care Facility														
Health Care Facility			P	P	P	P	P	P	P			SUP	SUP	SUP
Health/Fitness Club					P	P	P	P	P			SUP	SUP	SUP
Homeless Shelter		SUP	SUP	SUP	SUP	SUP						SUP	SUP	SUP
Hospitals			SUP									SUP		
Hotels & Motels			P	P	P	P	P	P	P			SUP		SUP
Junkyard/Outside Storage of Junked or Wrecked Motor Vehicles											SUP			
Kennels, Boarding										SUP	SUP			
Library	P		P	P	P	P			P			SUP	SUP	SUP
Manufacturing Complex							P	P	P	P	P			
Meeting Facility	P		P	P	P	P	P	P	P			SUP	SUP	SUP
Microbrewery		SUP		P	P	P	P	P	P	P	P			
Mobile Home Park														
Motor Vehicle Fuel Station					SUP	P		SUP	SUP			SUP		SUP
Motor Vehicle Maintenance, & Service					SUP	P						SUP	SUP	SUP
Motor Vehicle Repair					SUP	P				P	P			
Motor Vehicle Sales & Rentals					SUP	P						SUP		
Office operations			P	P	P	P	P	P	P	P	P	SUP	SUP	SUP
Offices and professional services	P	P	P	P	P	P	P	P	P			SUP	SUP	SUP

5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS

	P = Permitted by Right					SUP = Permitted with a Special Use Permit					PA = Permitted as accessory use			* = Refer to 5.2.47	
	LO	NB	OI	CC	GC	HIC	ARU	BP	EDD	LI	GI	ESU	NBSU	SDSU	
Order Fulfillment Center						P	P	P	P	P	P	SUP	SUP		
Outlet sales							P		P	P	P	SUP			
Park, Athletic or Community		SUP	P	P	P	P			P			SUP		SUP	
Park, Cultural or Natural		P	P	P	P	P						SUP		SUP	
Park, Neighborhood												SUP		SUP	
Park and Ride Facility	P	P	P	P	P	P	P	P	P	P	P	SUP	SUP	SUP	
Parking as Principal Use, Surface or Structure			P	P	P	P		P	P			SUP		SUP	
Performance Facility			P	P	P	P	P	P	P			SUP	SUP	SUP	
Personal service business	P	P	P	P	P	P	P	P	P			SUP	SUP	SUP	
Petroleum Products (storage & distribution)											SUP				
Pharmacy, Convenience					SUP	P						SUP	SUP		
Pharmacy, Retail		P		P	P	P	P					SUP	SUP		
Postal and Parcel Delivery Services			P	P	P	P	P		P	P					
Processing Facility								SUP	SUP		SUP				
Public Safety Services	P	P	P	P	P	P	P	P	P	P	P	SUP	SUP	SUP	
Public Utilities	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Recreational Facilities		SUP	P		P	P	P		P			SUP	SUP	SUP	
Research Facility			P		P	P	P	P	P	P	P	SUP			
Research Facility, Intense								SUP	SUP	P	P	SUP			
Restaurant		P		P	P	P	P	P	P			SUP	SUP	SUP	
Restaurant, Convenience					SUP	P			P			SUP	SUP		
Retail sales/rentals of goods with outside display/storage of merchandise					P	P	P			P		SUP	SUP	SUP	
Retail sales/rentals of goods within wholly enclosed structure		P		P	P	P	P		P			SUP	SUP	SUP	

5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS														
	P = Permitted by Right			SUP = Permitted with a Special Use Permit				PA = Permitted as accessory use				* = Refer to 5.2.47		
	LO	NB	OI	CC	GC	HIC	ARU	BP	EDD	LI	GI	ESU	NBSU	SDSU
School: Art & Music			P	P	P	P	P	P	P			SUP	SUP	SUP
School: Dance, Martial Arts			P	P	P	P	P	P	P	P	P	SUP	SUP	SUP
School: Elementary, Middle & Secondary			SUP				SUP	SUP	P*			SUP		SUP
School: Higher Education			SUP				SUP							
School: Vocational								P	P	P	P	SUP		
Storage & Warehousing: Inside building, excluding explosives & hazardous wastes					P	P	P	P	P	P	P	SUP		
Storage & Warehousing: Outside								P	P	P	P			
Storage & Warehousing: Self										P	P			
Telecommunication Tower	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Temporary Family Health Care Structure														
Transit Passenger Terminal	P					SUP		SUP				SUP		SUP
Transmission Lines	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP
Veterinarian/Animal Hospital		P			P	P		P	P			SUP	SUP	SUP
Wholesale sales, indoor						P	P	P	P	P	P	SUP		
Wholesale sales, with outdoor storage/display										P	P			



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Rezoning request for 515 Meadowlands Dr. (PIN 9874-71-9144)
May 21, 2026

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed an application from Grace Hill Church Incorporated to rezone a parcel approximately 1.44 acres in area at 515 Meadowlands (PIN 9874-71-9144) from High Intensity Commercial (HIC) to Economic Development District (EDD); and

WHEREAS, North Carolina General Statute 160D-604 (Planning Board Review and Comment), paragraphs (b) (Zoning Amendments) and (d) (Plan Consistency), require that, when considering a proposed zoning map amendment, the Planning Board must advise and comment on whether the amendment is consistent with any adopted comprehensive or land-use plan, and any other applicable, officially adopted plan. The Planning Board must then provide a written recommendation to the Town Board of Commissioners addressing plan consistency and other matters deemed appropriate; and

WHEREAS, UDO Section 3.7.10 (Planning Board Recommendation) requires the written report be delivered to the Town Board of Commissioners within 30 days of the amendment's initial referral to the Planning Board; and

WHEREAS, after deliberation of the requested amendment, the Hillsborough Planning Board finds the following:

1. The proposed amendment **IS CONSISTENT** with the Town of Hillsborough Comprehensive Sustainability Plan, specifically with the following goal and strategy in the Land Use and Development chapter:

- Land Use and Development Goal 1: 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: Revise zoning and development regulations in accordance with the Future Land Use Plan and the Future Land Use Map and water and sewer needs. Condense land use classifications

2. The proposed map amendment **ADVANCES** identified goals and strategies found in the Comprehensive Sustainability Plan and **PROMOTES** the public health, safety, and welfare by resolving a non-conformity created by a town-initiated text amendment in 2018 and allowing the existing church to use more of the building it owns for worship.


WHEREFORE, upon a motion by Robert Iglesias, seconded by Hooper Schultz, the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes: 6 (Jeannette Benjey; Robert Iglesias; Megan Kimball; Sherra Lawrence; Hooper Schultz; Carrie Winkler)

Noes: 0

Absent: 2 (Sean Kehoe; Kimberly Landaverde)

NOW, THEREFORE, the Board hereby **RECOMMENDS** that the Town Board of Commissioners **APPROVE** the requested zoning map amendment.


Hooper Schultz (Jun 10, 2026 10:41:42 EDT)

Hooper Schultz, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: Jun 10, 2026



CONSISTENCY STATEMENT

Pursuant to NC GS § 160D-605, Governing board statement

for a Request to Rezone 515 Meadowlands Drive (PIN 9874-71-9144)

June 22, 2026

The Hillsborough Board of Commissioners has reviewed a request from Grace Hill Church Incorporated to rezone a parcel approximately 1.44 acres in area at 515 Meadowlands Drive (PIN 9874-71-9144) from High Intensity Commercial to Economic Development District.

The town board has determined the proposed action is consistent with the town's Comprehensive Sustainability Plan because:

Section 1. The proposed amendment is **consistent** with the Comprehensive Sustainability Plan, specifically the following goal, strategy, and action in the Land Use and Development chapter of the plan:

- (a) Goal: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth and principles and consider infrastructure constraints such as water and wastewater system capacity.
- (b) Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.
- (c) Action: Revise zoning and development regulations in accordance with the Future Land Use Plan and Future Land Use Map and water and sewer needs. Condense land use classifications.

Section 2. The proposed map amendment **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and promotes the public health, safety, and welfare because the zoning district requested by the property owner, although less intensive than the original zoning district, will do the following:

- (a) Address a non-conformity created by a town-initiated text amendment to the Unified Development Ordinance in 2018;
- (b) Align with the town's Unified Development Ordinance and Comprehensive Sustainability Plan; and
- (c) Allow for a variety of commercial/non-residential uses on the site, which is desirable in the Meadowlands development.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 22nd day of June in the year 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Official Zoning Map for the Town of Hillsborough, NC 515 Meadowlands Drive (Parcel Identification Number 9874-71-9144)

WHEREAS, an application was made to amend the Official Zoning Map for the Town of Hillsborough, specifically to rezone approximately 1.44 acres at 515 Meadowlands Drive (PIN 9874-71-9144), the legal description of which can be found in Deed Book 6800, Page 208 of the Orange County Registry, from High Intensity Commercial to Economic Development District; and

WHEREAS, the application was referred to the town 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 Sustainability 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 Sustainability 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 Economic Development District.
- 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 22nd day of June in the year 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	June 22, 2026
Department:	Planning and Economic Development
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Planning Technician Dakotah Kimbrough

ITEM TO BE CONSIDERED

Subject: Special Event Permit Application – Hog Day 2026

Attachments:

1. Special Event Permit Application
2. Emergency Action Plan (Includes Event Layout)

Summary:

Hog Day is planning on returning the weekend of September 18-19 to River Park and the Farmer's Market Pavilion. Approximately 3,000 people are expected to attend the event throughout the weekend. Set-up of the equipment will begin on the evening of Thursday, Sept. 17. The barbecue will start on Friday evening, and a couple of musical acts will perform. On Saturday, the day will begin with a 5K run from River Park to Gold Park and back. The festival will be from 10 a.m. to 6 p.m. and will feature more musical acts, food and goods vendors, and, of course, barbecue. Breakdown of the site will be completed by 10 p.m. on Sunday, Sept. 14.

In addition to requesting use of the Riverwalk for the 5K run, requested town-sponsored services are as follows:

- **Road Closure:** S. Cameron Street from E. King Street and E. Margaret Lane from Court Street on Sept. 18 from 4 p.m. to 11 p.m. and Sept. 19 from 6 a.m. to 6 p.m.
- **Traffic Control:** Barricades placed at intersections identified above.
- **Police Coverage:** Two officers – One at E. King Street and S. Cameron Street; One at E. Margaret Lane and Court Street.
- **Trash Rollout Carts:** If available fifteen rollout containers and four of the larger dumpsters.

Financial impacts:

Medium; sponsorship is being requested for town services, so department-level costs are associated with Public Works and Police event assistance.

Staff recommendation and comments:

Staff recommends approval as the organizer has submitted the application in advance of the June 1 deadline established as a condition of the last special event permit. The permit fee still needs to be paid before it is released, and we await a finalized certificate of insurance. The organizer has also been instructed to distribute the Single-Day Food and Beverage Tax form to any prepared food or beverage vendors and receive a Signage Permit before any promotional signage is displayed for the event.

Action requested:

Approve, approve with conditions, or deny the permit and subsequent road closures/greenway use/sponsorship of police and trash assistance.



TOWN OF
HILLSBOROUGH

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: Hog Day 2026

Event location address: River Park and adjacent areas

Date(s) of event: Sept. 18 2026

Event setup time: 0700 Event hours: 1800-2200 Event breakdown: mpne

Date(s) of event: Sept. 19 2026

Event setup time: none Event hours: 1000 Event breakdown: _____

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: _____

Organization/company mailing address: _____

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

Event organizer name: _____

Event organizer phone: _____ Event organizer email: _____

On-site contact(s) during the event:

Name: _____ Cell phone: _____

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.
Hog Day, Orange County's largest longest running festival, has received national recognition as one of the top festivals in America. There will be live music, food, exhibitors, games, and fun for all.

Estimated number of people who will attend the event: 3000

Estimated peak time(s) of attendance: 2000

Maximum capacity of event location (number of persons, if applicable): 10,000

For annual events, the estimated attendance of the last event of this kind: 3000

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:

To be confirmed via emailed permits

***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:

To be provided at vendor signup closing

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

If yes, for what cause or organization? _____

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

Please explain: Stage with PA system, lights, and instruments

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

Please explain: Friday night

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? 1- 30x50 Many 10x10

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 _____

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:

na

Name of property owner

Phone

na

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.

Al I Hartkopf

Applicant signature

27 May 2026

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 ONLY

Application received by: Dakotah Kimbrough

Date: 4/27/2026 Fee paid: No

Date information emailed out: 6/9/2026

Permit Status

Approved: Yes No

Explanation: _____

Date permit issued: _____

Approved with any conditions: _____

By: _____ Date _____
Name of town staff member

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

Hog Day 2026 EAP

Al Hartkopf

Orange County Optimist Club

September 18 & 19, 2026 – River Park, Hillsborough, NC

Uncontrolled Copy

2/24/2026

ABSTRACT

This document is to provide details on the resources and processes put in place to assure the safety of the attendant public for the festival through cooperation with officials of the County of Orange and the Town of Hillsborough. County and Local Law Enforcement Agencies (LEA), Fire, Emergency Management Services (EMS), Department of Environment, Agriculture, Parks and Recreation, Event Area Managers, Volunteers, Vendors, and Crafters are recipients for this document.

The Event Project Manager is the author of this document. All questions, edits, or corrections should be directed to the Event Project Manager. This document remains the confidential property of the Orange County Optimist Club in general and, specifically, the Event Project Manager.

Keywords: EAP, Emergency Action Plan, LEA, Author, EMS

1 PERSONNEL & REPRESENTATIVE RESPONSIBILITIES

1.1 EVENT STAFF

Name	Responsibility	Phone
Al Hartkopf	Chair, Event Project Mgr. & Public Safety Liaison	919-599-4646
Craig Lloyd	Co-Chair, Marketing, & Public Relations	919-923-3988
Amelia Berry	Treasurer	336-949-6559
Sharon Schiro	Secretary & First Aid Manager	919-533-9602
Cathy Rice	Logistics Assistant	Unl.
Eric Garrison	IT & Car Show Manager	919-412-9575
Brandon Lasiter	Boss of BBQ Pits & Chefs	919-428-4060
James Scarlett	BBQ Preparation Manager	919-903-6389
April Thompson	Crafter Liaison & Area Manager	919-245-2381
Amanda Bulgarelli	Volunteer Manager	919-740-6551
Teepa Snow	Kitchen and Sales Manager	919-740-6551
Joe Lovingood	Cooker Relations	336-212-1138
Chris Walker	5K Run Manager	919-266-6192
Faydean Cannada	Information Booth	Unl.
Travis Bogle	OC Marketing, Events, Operations Coordinator	919-245-2673
Shannan Campbell	Town of Hillsborough Tourism/Special Events	919-296-9477
Major Nate Fearington	Key Contact – Orange County Sheriff’s Department	
Major Andy Simmons	Key Contact – Hillsborough Police Department	919-624-7068
Chris Pope	Key Contact – Orange County EMS	919-972-9394
Chris Pendergrass	Orange County Fire Marshall	919-201-7348
Dustin Hill	Town of Hillsborough Public Works (trash, cones)	336-260-4913
Matt Taylor	Orange County Recycling	919-918-4905

Note that the above are all Crowd Control Managers for their respective areas.

1.2 LAW ENFORCEMENT

The Orange County Sheriff's Department and the Hillsborough Police Department are engaged to provide for public safety throughout the course of the event. At least one badged LEO will be on site over the night of September 13 to provide security and LEA presence while the cooking proceeds.

A total of 2 Law Enforcement Officers shall be assigned to this festival and will serve from 1800 to 2200 hours September 12. A total of 7 Law Enforcement Officers shall be assigned to this festival and will serve from 0630 to 1800 hours on September 13. They will serve as Crowd Control Managers in the event of an emergency.

1.3 MEDICAL TREATMENT

1. A Medical tent will be provided in a central location for the treatment of minor illnesses and injuries. A report on the persons and treatments administered shall be maintained.
2. Orange County EMS CERT will be on site.
3. American Red Cross will be on site.

1.4 TRAFFIC

- 1.4.1 On September 12, Margaret Lane will be closed from Court St. to Cameron St and Cameron St. will be regulated from E. King St. south to its terminus from 1600 hours until 2300 hours.

- 1.4.1.1 Upon re-opening of Margaret Lane and Cameron St. the entrance to the OCSO and the entrance to the District Attorney's Parking Lots will be open only to Handicapped persons, cooks, Staff, and Public Safety personnel

- 1.4.2 On September 13, Margaret Lane will be closed from Court St. to Cameron St and Cameron St. will be regulated from E. King St. south to its terminus from 0600 hours until the festival is concluded (scheduled for 1800).
- 1.4.3 A Law Enforcement Officer will be stationed at each of these two points to control the flow of arriving Crafters, Vendors, and Patients for Orange Family Medical (Clinic). A Traffic Representative from the OCOC will be stationed at the corner of E. Margaret Lane and Cameron St. using the same criteria.

1.5 PARKING

Parking is available on the municipal parking deck. All Hog Day festival-goers and 5K participants are encouraged to use that facility.

Additional parking has been arranged at the Orange County Board of Education Parking lot, and the Cameron Park Elementary School parking lot. Additionally, there is considerable curbside parking.

Note that Orange Family Medical will be marked with NO HOG DAY PARKING signs.

1.6 COMMUNICATIONS

- 1.6.1 Hillsborough Police Department and Orange County Sheriffs Department shall share a common frequency for coverage of the event.
- 1.6.2 These frequencies shall be assigned per OCSO process on September 12.
- 1.6.3 The Orange County Optimist Club (OCOC) Public Safety Liaison shall carry a communication device operating on that same frequency.
 - 1.6.3.1 The Public Safety Liaison will also carry a separate radio tuned to a specified citizen's band frequency on which the OCOC Event Staff will operate.
- 1.6.4 All OCOC Event Staff and selected Event Volunteers will carry a communication device on a specified citizens band frequency.

2 EMERGENCY ACTION

2.1 CROWD COMMUNICATION

2.1.1 Emergency Crowd Notification

Crowd Notifications shall be through the Public Address System on the stage in place for the event entertainment. Public notifications shall be made at the sole discretion of Public Safety Personnel and the Event Staff listed above. Security shall be provided at the stage and mixing console to limit unwarranted announcements.

2.1.2 Back-up Emergency Notification

In case of power loss, a bull horn shall be available to the LEAs and Event Staff listed above.

2.2 NATURAL EVENTS

2.2.1 Cancellation

The Event shall proceed, rain or shine, at the appointed time. However, the Event shall be cancelled in case of reliable information of impending hurricane.

2.2.2 Dispersion

The Event may be suspended, and the attendees required to disperse in cases of severe inclement weather. This is to include tornado warnings and severe thunderstorm warnings.

2.2.3 Evacuation Plan

Please see the Emergency Egress Plan in the Exhibits section of this document.

Signs directing Emergency Egress avenues shall be posted.

2.3 MAN-MADE EVENTS

Prior to the Event, all Crafters, Vendors, Event Volunteers, and Event Staff will be:

1. Advised of the Emergency Egress Plan.
2. Directed to move directly to the Primary Rally Points designated therein.
3. Leave all crafts or other materials behind.
4. Obey the directions of Event Staff, Crowd Managers, and Law Enforcement Officers.

Should an event occur, law enforcement shall assume immediate authority of the site. All Event Staff shall cooperate with and follow the directions of law enforcement and public safety personnel in rendering assistance in;

1. Crowd Control

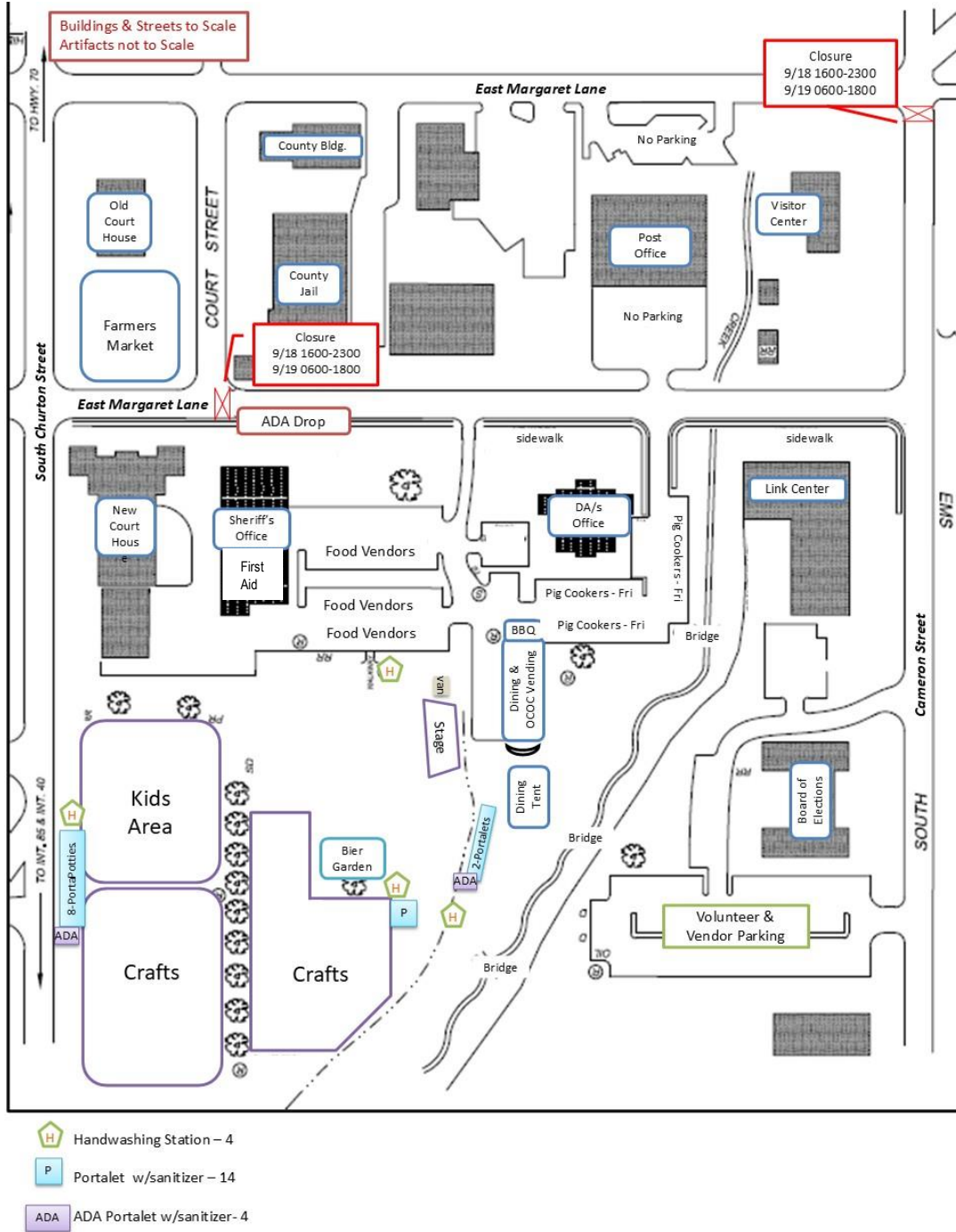
- a. Sequestering festival-goers in their respective Rally Points.
- b. Reporting on any injuries or other medical needs from their respective Rally Points.
- c. Identifying any persons that may have information about the incident.

- d. Directing or assisting in the orderly removal of festival-goers once so directed by the Public Safety Personnel.
2. Site Security
 - a. Assure nothing is moved on the site.
 - b. Assure nothing is removed from the site.
3. Medical First Aid
 - a. Reporting to Public Safety Personnel any injured persons that may require assistance.
4. Emergency and First Responder Access
 - a. Assuring the ingress and egress routes for emergency and first responder vehicles are clear
 - b. Assuring emergency and first responder personnel are directed to the injured person(s)

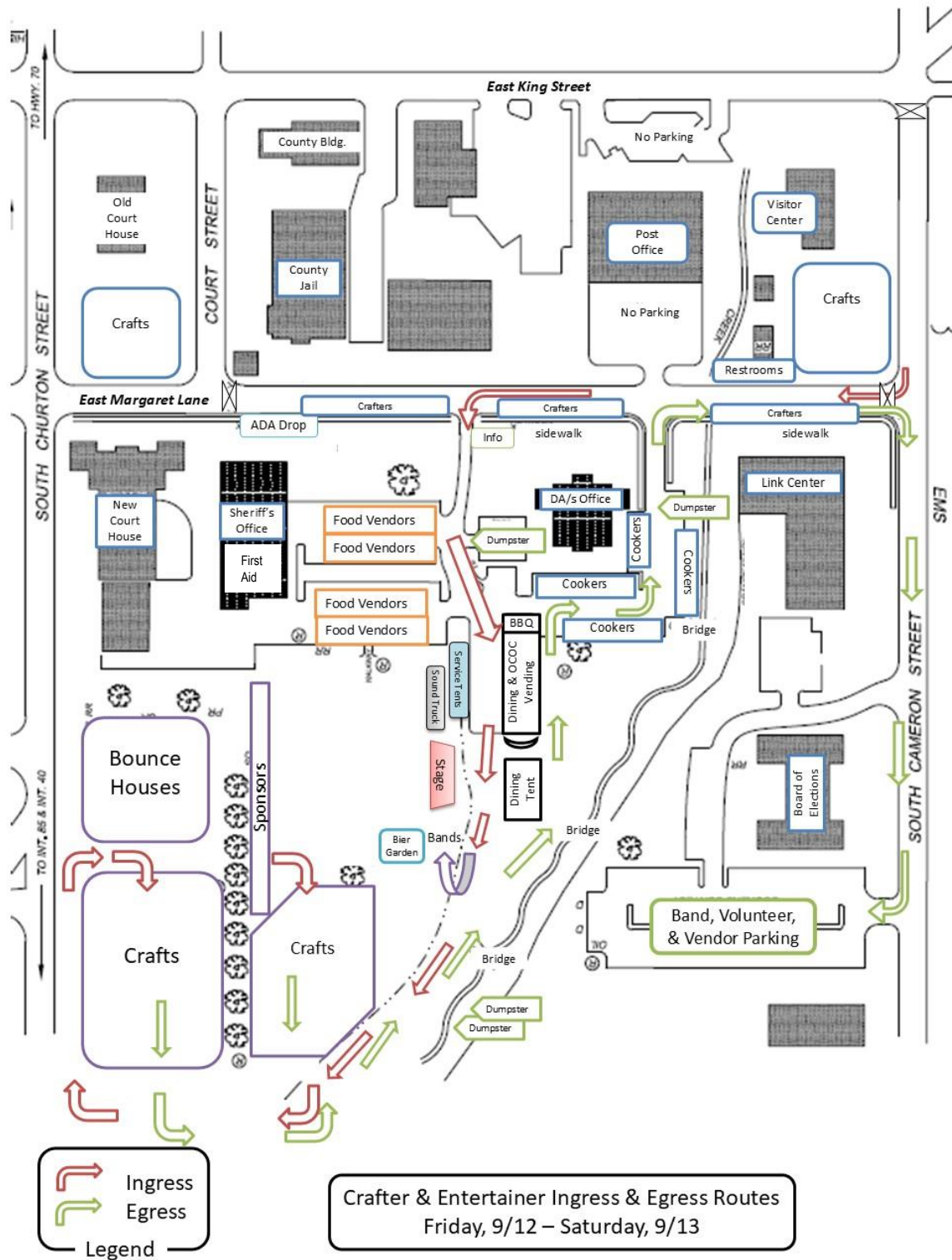
All Event Staff shall assemble under the Pavilion for debrief after the site is deemed safe by Public Safety Personnel. Should the Pavilion not be available, Staff will assemble at a point designated by the Event Project Manager over two-way radio.

3 EXHIBITS

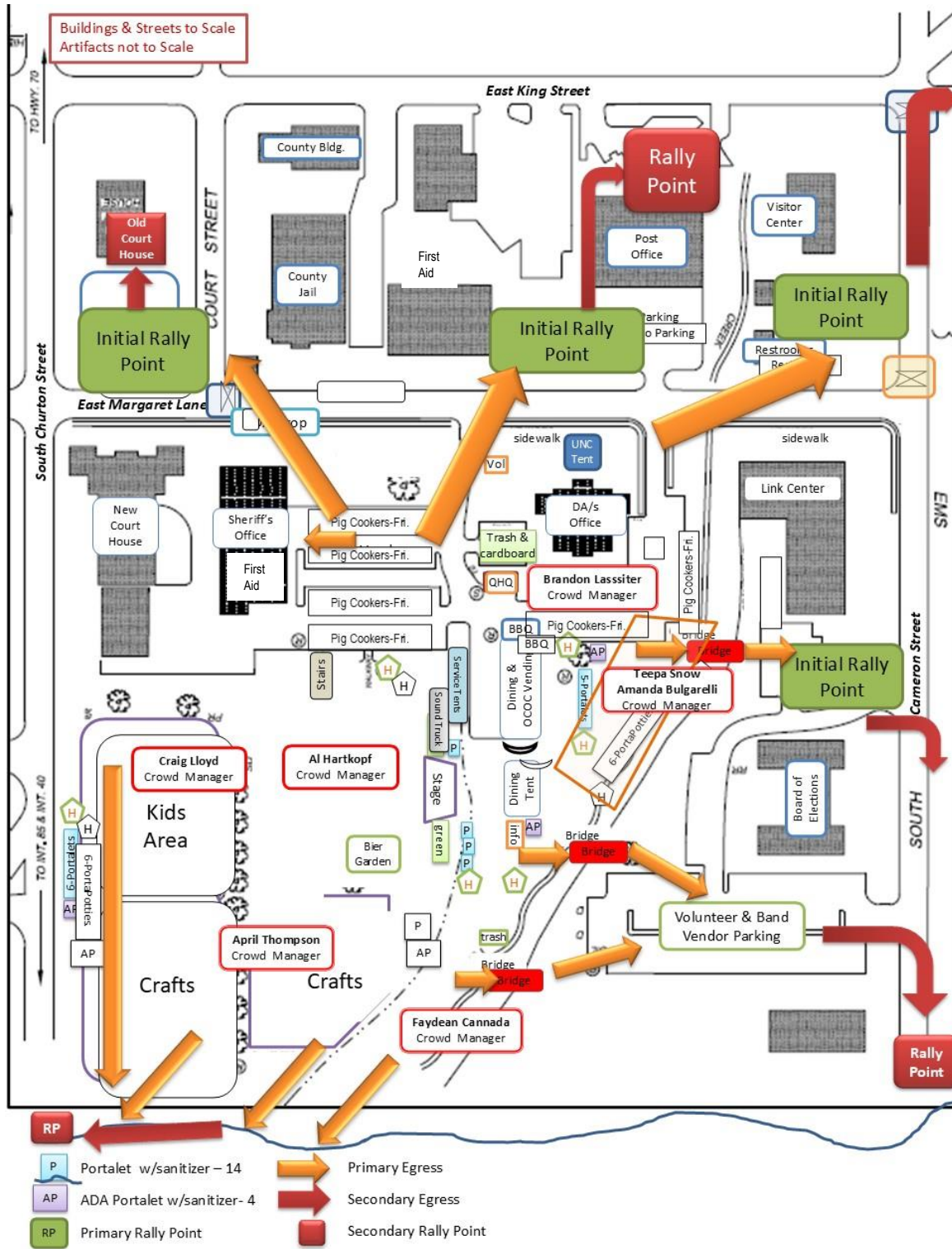
3.1 SITE PLAN



3.2 EXHIBITOR INGRESS/EGRESS ROUTES



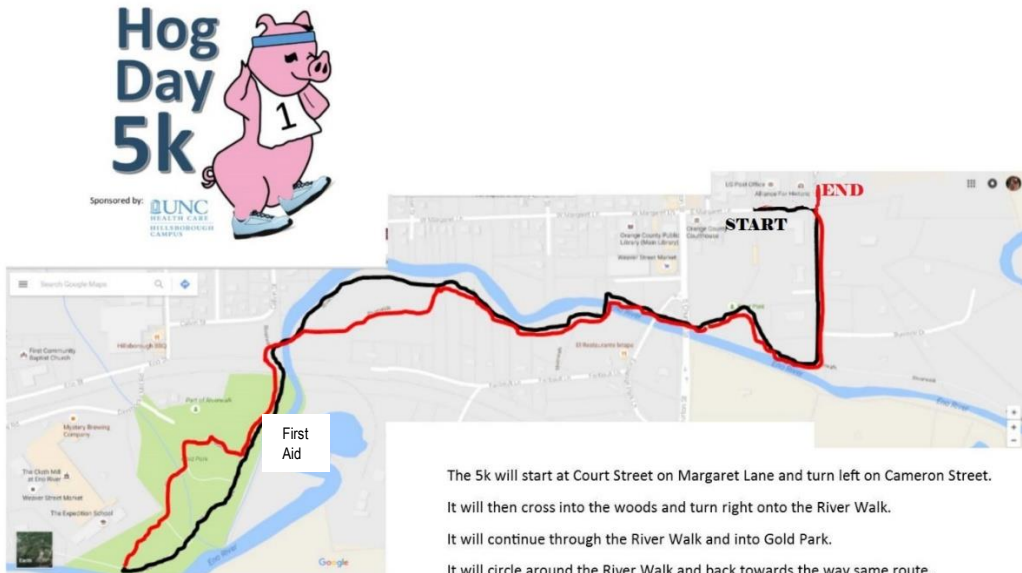
3.3 EMERGENCY EGRESS PLAN



2/24/2026

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3.4 HOG DAY 5K MAP (PENDING- TRENDING RED DUE TO RIVERWALK CONDITION)



The 5k will start at Court Street on Margaret Lane and turn left on Cameron Street.
It will then cross into the woods and turn right onto the River Walk.
It will continue through the River Walk and into Gold Park.
It will circle around the River Walk and back towards the way same route.
It will take a right immediately after crossing the bridge from the Park.
It will continue to merge back into the original route and finish back at the Start.

(Follow the arrows and directions from volunteers on the route)

4 SCHEDULE OF ACTIVITIES

4.1 THURSDAY SEPTEMBER 17, 2026

- 1000** Delivery of Portalets, wash stands, stage, supplies & materials
- Dining Tent erected
- Tables & Chairs arrive

4.2 FRIDAY SEPTEMBER 18, 2026

- 1600** Sheriff’s Parking lot cleared
- 1630** LEO muster in Courtroom 3
- 1800** Cook Meeting
Pig Distribution Immediately after
- 1900** Pigs on!

Friday Music	-
6:00:00 PM	Bill Lyerly Band
8:05:00 PM	Shoot to Thrill

- 2200** Festival Friday close

4.3 SATURDAY SEPTEMBER 20, 2026

- 0600** Set-up for 5k begins
- 0630** Packet Pickup and late registration opens
- 0700** First Pig to chopping
- 0730** LEO Muster in Courtroom 3
5K refreshments and Warm-up begins
- 0750** 5K Announcements
- 0755** Stop ingress/egress on Margaret Lane and Cameron Street for 5K
- 0800** - LEOs on station
- 5K starting gun
- Chopped Pork arrives at Shelter for preparation of sandwiches
- 0845** 5K Awards

- 0900 Judging of pork begins**
- 0930 5K cleanup**
- 1000 Official opening of Festival**
- Can begin serving

Saturday Music	
10:00:00 AM	More Cowbell
12:15:00 PM	ARQ (Alamance Rhythm Quintet)
2:00:00 PM	Cajammers
4:00:00 PM	Tea Cup Gin

1800 Festival Closes

4.4 SUNDAY SEPTEMBER 21, 2026

Site clearing to original state.

5 VENDOR ROSTER

Vendor Name	Contact	Email	Phone
Wonderland Homestead	Jessica Johnson	wonderlandsourdough@gmail.com	(407) 928-8090
TBD			

Food Vendor Name	Contact	Email	Phone	Address
TBD				

In process. Final roster to be provided Sept. 2026.

6 ATTRIBUTIONS

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Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
Department: Administrative Services
Agenda Section: Consent
Public hearing: No
Date of public hearing: NA

PRESENTER/INFORMATION CONTACT

Human Resources Manager Haley Thore

ITEM TO BE CONSIDERED

Subject: Fiscal Year 2027 Salary Schedule

Attachments:

Salary schedule

Summary:

The attached salary schedule has been updated to reflect items approved in the Fiscal Year 2027 budget. All salary ranges have increased by 1.5% in coordination with the cost-of-living adjustment. The position classifications in red on the salary schedule highlight the position changes with the approved Community Services re-organization. This salary schedule will become effective July 1, 2026.

Financial impacts:

None.

Staff recommendation and comments:

None.

Action requested:

Approve the FY27 salary schedule as presented.

Regular (Non-Law Enforcement) Positions

Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
1	\$38,707.25	\$50,319.43	\$61,931.60			
2	\$40,545.85	\$52,709.60	\$64,873.35			
3	\$42,471.77	\$55,213.30	\$67,954.84			
4	\$44,489.18	\$57,835.94	\$71,182.69	N	401	ADMINISTRATIVE SUPPORT SPECIALIST
4	\$44,489.18	\$57,835.94	\$71,182.69	N	402	CUSTOMER SERVICE REPRESENTATIVE
4	\$44,489.18	\$57,835.94	\$71,182.69	N	404	UTILITY MAINTENANCE TECHNICIAN I
4	\$44,489.18	\$57,835.94	\$71,182.69	N	405	EQUIPMENT OPERATOR I
5	\$46,602.42	\$60,583.14	\$74,563.87	N	501	METER SERVICES TECHNICIAN
5	\$46,602.42	\$60,583.14	\$74,563.87	N	502	SENIOR CUSTOMER SERVICE REPRESENTATIVE
5	\$46,602.42	\$60,583.14	\$74,563.87	N	504	UTILITY MAINTENANCE TECHNICIAN II
6	\$48,816.03	\$63,460.84	\$78,105.65	N	602	EQUIPMENT OPERATOR II
6	\$48,816.03	\$63,460.84	\$78,105.65	N	603	SENIOR ADMINISTRATIVE SUPPORT SPECIALIST
6	\$48,816.03	\$63,460.84	\$78,105.65	N	604	UTILITY MAINTENANCE TECHNICIAN III
6	\$48,816.03	\$63,460.84	\$78,105.65	N	605	WATER PLANT OPERATOR I
6	\$48,816.03	\$63,460.84	\$78,105.65	N	606	PLANT MAINTENANCE MECHANIC I
6	\$48,816.03	\$63,460.84	\$78,105.65	N	607	ACCOUNTS PAYABLE TECHNICIAN
7	\$51,134.79	\$66,475.23	\$81,815.67	N	701	EQUIPMENT OPERATOR III
7	\$51,134.79	\$66,475.23	\$81,815.67	N	704	UTILITY SYSTEMS MECHANIC I
7	\$51,134.79	\$66,475.23	\$81,815.67	N	705	WASTEWATER PLANT OPERATOR I
7	\$51,134.79	\$66,475.23	\$81,815.67	N	706	BILLING & CUSTOMER SERVICE SPECIALIST
7	\$51,134.79	\$66,475.23	\$81,815.67	N	707	STORMWATER TECHNICIAN
7	\$51,134.79	\$66,475.23	\$81,815.67	N	708	PLANNING TECHNICIAN
7	\$51,134.79	\$66,475.23	\$81,815.67	N	709	PLANT MAINTENANCE MECHANIC II
8	\$53,563.70	\$69,632.81	\$85,701.92	N	802	ACCOUNTING SPECIALIST
8	\$53,563.70	\$69,632.81	\$85,701.92	N	803	FLEET MECHANIC
8	\$53,563.70	\$69,632.81	\$85,701.92	N	804	PLANT MAINTENANCE MECHANIC III
8	\$53,563.70	\$69,632.81	\$85,701.92	N	805	UTILITY SYSTEMS MECHANIC II
8	\$53,563.70	\$69,632.81	\$85,701.92	N	806	WASTEWATER PLANT OPERATOR II
8	\$53,563.70	\$69,632.81	\$85,701.92	N	807	WATER PLANT OPERATOR II
9	\$56,107.97	\$72,940.37	\$89,772.76	N	901	DIVERSION SOCIAL WORKER
9	\$56,107.97	\$72,940.37	\$89,772.76	N	902	UTILITY SYSTEMS MECHANIC III
9	\$56,107.97	\$72,940.37	\$89,772.76	N	903	PUBLIC WORKS CREW LEADER
9	\$56,107.97	\$72,940.37	\$89,772.76	N	904	UTILITY MAINTENANCE CREW LEADER
10	\$58,773.10	\$76,405.03	\$94,036.96	E	1001	BILLING & CUSTOMER SERVICE SUPERVISOR
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1002	COMMUNICATIONS SPECIALIST
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1003	FACILITIES COORDINATOR
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1004	METER SERVICES SUPERVISOR
10	\$58,773.10	\$76,405.03	\$94,036.96	E	1005	PUBLIC WORKS SUPERVISOR
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1007	WATER PLANT OPERATOR III
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1008	WASTEWATER PLANT OPERATOR III
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1009	UTILITES INFRASTRUCUTURE PROTECTION COORDINATOR (BACKFLOW/FOG SPECIALIST)
10	\$58,773.10	\$76,405.03	\$94,036.96	N	1010	UTILITY MECHANIC CREW LEADER
11	\$61,564.82	\$80,034.27	\$98,503.72	N	1101	PLANNER
11	\$61,564.82	\$80,034.27	\$98,503.72	E	1102	PUBLIC WORKS SUPERVISOR
11	\$61,564.82	\$80,034.27	\$98,503.72	N	1103	TRANSPORTATION PROJECT COORDINATOR
12	\$64,489.15	\$83,835.90	\$103,182.65	E	1201	HUMAN RESOURCES ANALYST
12	\$64,489.15	\$83,835.90	\$103,182.65	N	1202	PLANNER II
12	\$64,489.15	\$83,835.90	\$103,182.65	N	1203	SENIOR COMMUNICATIONS SPECIALIST
12	\$64,489.15	\$83,835.90	\$103,182.65	N	1204	STORMWATER PROGRAM COORDINATOR
12	\$64,489.15	\$83,835.90	\$103,182.65	N	1206	UTILITIES INSPECTOR

13	\$67,552.39	\$87,818.10	\$108,083.82	N	1302	OPERATOR IN RESPONSIBLE CHARGE
13	\$67,552.39	\$87,818.10	\$108,083.82	E	1303	UTILITY MAINTENANCE SUPERVISOR
14	\$70,761.13	\$91,989.46	\$113,217.80	E	1401	FINANCIAL ANALYST
14	\$70,761.13	\$91,989.46	\$113,217.80	E	1402	SENIOR PLANNER
14	\$70,761.13	\$91,989.46	\$113,217.80	E	1403	TOWN CLERK/HUMAN RESOURCES TECHNICIAN
14	\$70,761.13	\$91,989.46	\$113,217.80	E	1404	UTILITY MECHANIC SUPERVISOR
14	\$70,761.13	\$91,989.46	\$113,217.80	E	1405	WASTEWATER LABORATORY SUPERVISOR/CHIEF PLANT OPERATOR
15	\$74,122.28	\$96,358.96	\$118,595.65	E	1501	BUDGET & MANAGEMENT ANALYST
15	\$74,122.28	\$96,358.96	\$118,595.65	E	1502	CONSTRUCTION PROJECT COORDINATOR
15	\$74,122.28	\$96,358.96	\$118,595.65	E	1503	FLEET MAINTENANCE SUPERVISOR
15	\$74,122.28	\$96,358.96	\$118,595.65	E	1504	POLICE MANAGEMENT AND ACCREDITATION COORDINATOR
16	\$77,643.09	\$100,936.02	\$124,228.94	E	1601	SAFETY & RISK MANAGER
16	\$77,643.09	\$100,936.02	\$124,228.94	E	1602	WATER PLANT SUPERINTENDENT
16	\$77,643.09	\$100,936.02	\$124,228.94	E	1603	PUBLIC WORKS SUPERINTENDENT
17	\$81,331.14	\$105,730.48	\$130,129.82			
18	\$85,194.36	\$106,454.57	\$136,310.98	E	1801	PUBLIC WORKS MANAGER
18	\$85,194.36	\$106,454.57	\$136,310.98	E	1802	STORMWATER & ENVIRONMENTAL SERVICES MANAGER
19	\$89,241.10	\$116,013.43	\$142,785.75	E	1901	UTILITY SYSTEM SUPERINTENDENT
20	\$93,480.05	\$121,524.06	\$149,568.08			
21	\$97,920.35	\$127,296.46	\$156,672.56			
22	\$102,571.57	\$133,343.04	\$164,114.51	E	2201	BUDGET DIRECTOR
22	\$102,571.57	\$133,343.04	\$164,114.51	E	2202	COMMUNICATIONS MANAGER
22	\$102,571.57	\$133,343.04	\$164,114.51	E	2203	DEPUTY UTILITIES DIRECTOR - WATER TREATMENT
22	\$102,571.57	\$133,343.04	\$164,114.51	E	2204	ENGINEERING SERVICES MANAGER
22	\$102,571.57	\$133,343.04	\$164,114.51	E	2205	INFORMATION TECHNOLOGY MANAGER
23	\$107,443.72	\$139,676.83	\$171,909.95	E	2301	HUMAN RESOURCES MANAGER
23	\$107,443.72	\$139,676.83	\$171,909.95	E	2302	PLANNING & ECONOMIC DEVELOPMENT MANAGER
23	\$107,443.72	\$139,676.83	\$171,909.95	E	2303	PUBLIC SPACE & SUSTAINABILITY MANAGER
24	\$112,547.29	\$146,311.48	\$180,075.67			
25	\$117,893.29	\$153,261.28	\$188,629.26	E	2501	FINANCE DIRECTOR
25	\$117,893.29	\$153,261.28	\$188,629.26	E	2502	COMMUNITY SERVICES AND SUSTAINABILITY DIRECTOR
26	\$123,493.22	\$160,541.19	\$197,589.15	E	2601	ADMINISTRATIVE SERVICES DIRECTOR
26	\$123,493.22	\$160,541.19	\$197,589.15	E	2602	UTILITIES DIRECTOR
27	\$129,359.15	\$168,166.89	\$206,974.64	E	2701	ASSISTANT TOWN MANAGER/ COMMUNITY SERVICES DIRECTOR
28	\$132,198.74	\$171,858.36	\$211,517.98			
29	\$135,503.71	\$176,154.82	\$216,805.93			
30	\$148,682.29	\$193,286.98	\$237,891.67			

Sworn Law Enforcement Officer Positions

Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
101	\$52,466.63	\$68,206.62	\$83,946.60	N		POLICE OFFICER TRAINEE
103	\$59,850.04	\$77,805.05	\$95,760.06	N		POLICE OFFICER
202	\$62,664.78	\$81,464.22	\$100,263.65	N		POLICE OFFICE FIRST CLASS
203	\$65,649.52	\$85,344.37	\$105,039.23	N		POLICE CORPORAL
403	\$74,910.56	\$97,383.73	\$119,856.90	N		POLICE SERGEANT
503	\$82,253.74	\$106,929.86	\$131,605.98	E		POLICE LIEUTENANT

601	\$90,200.01	\$117,260.02	\$144,320.02	E	POLICE CAPTAIN
702	\$107,348.70	\$137,490.95	\$171,757.93	E	ASSISTANT CHIEF OF POLICE
703	\$123,389.32	\$160,406.11	\$197,422.91	E	CHIEF OF POLICE



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
Department: Administration
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Budget Director Emily Bradford

ITEM TO BE CONSIDERED

Subject: Capital Project Ordinance Amendment – NC86 Facility Renovation

Attachments:

1. Capital Project Ordinance – NC86 Facility Renovation
2. Budget Adjustment Report

Summary:

Increase funding for furniture, fixtures and equipment. The existing furniture is medium density fiberboard and not able to be salvaged following removal to replace the floors. The existing window treatments are also broken and need to be replaced.

Financial impacts:

These updates will increase the project budget by \$25,000. This cost will be offset by accrued interest within the project fund. There is no additional impact to the operating budget.

Staff recommendation and comments:

Adopt the project ordinance amendment and associated budget amendments.

Action requested:

Adopt the project ordinance amendment and associated budget amendments.



ORDINANCE
Capital Project Amendment
NC86 Facility Renovation

The Hillsborough Board of Commissioners ordains that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

Section 1. Revenues anticipated to be available to the town to complete the project are hereby amended as follows.

	<i>Current Budget</i>	+/-	<i>Amended Budget</i>
NC86 Facility Renovation	\$6,040,650	\$25,000	\$6,065,650

Section 2. Amounts appropriated for the capital project are hereby amended as follows.

	<i>Current Budget</i>	+/-	<i>Amended Budget</i>
NC86 Facility Renovation	\$6,040,650	\$25,000	\$6,065,650

Section 3. This capital project will close automatically upon projection completion.

Section 4. Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this project.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 22nd day of June in 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

Budget Adjustment Report

Adjustment Detail

For Date Range: 06/21/2026 - 06/21/2026

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: 60 - GENERAL CAPITAL IMPROVEMENTS						
Revenue						
60-05-3850-3850000	INTEREST EARNED			0.00	-25,000.00	-25,000.00
BA0000467	NC86 Furniture	GLPKT04165	06/21/2026		-25,000.00	
Revenue Total:				0.00	-25,000.00	-25,000.00
Expense						
60-05-5600-5700775	NC86 - CONSTRUCTION			4,500,000.00	25,000.00	4,525,000.00
BA0000467	NC86 Furniture	GLPKT04165	06/21/2026		25,000.00	
Expense Total:				4,500,000.00	25,000.00	4,525,000.00
Fund 60 Total:				4,500,000.00	0.00	4,500,000.00
Budget Code 2025-2026 Total:				4,500,000.00	0.00	4,500,000.00



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
Department: Community Services
Agenda Section: Regular
Public hearing: Yes
Date of public hearing: May 27, 2026; June 22, 2206

PRESENTER/INFORMATION CONTACT

Matt Efird, Assistant Town Manager
Shannan Campbell, Planning and Economic Development Manager

ITEM TO BE CONSIDERED

Subject: Data Center land use development moratoria extension from 60 days to one year, pursuant to N.C. General Statute 160D-107

Attachments:

Data Center One year Moratoria Ordinance

Summary:

At the April 27, 2026 town board meeting, the board requested that staff provide background information and facilitate discussion on the potential development of data centers in Hillsborough. Staff presented information on data centers as a land use, at the May 11, 2026 town board meeting. After deliberating the pros and cons of data centers, both large and small scale, and recognition that the current Town of Hillsborough Unified Development Ordinance does not address the land use or its impacts, the town board adopted a resolution of intent to enact a future temporary moratoria and directed staff to proceed with holding a public hearing per N.C. General Statute 160D-107 (b) at the next available meeting to consider a sixty day moratoria on data centers as a land use. Town staff posted public notice of the public hearing at Town Hall and Town Hall Annex and published a legal ad in the May 20 issue of the News of Orange, a local newspaper having general circulation in the area.

At the May 27, 2026 Board of Commissioners meeting, a public hearing was held, and the board voted to adopt a 60-day temporary development moratoria. The Board of Commissioners has a meeting break in July where it does not conduct business. As such, an extension of the development moratoria is necessary in order to further study the data center land use and its potential impacts. A public hearing was scheduled for June 22, 2026 before the town board goes on break for July. Town staff posted public notice of the public hearing at Town Hall and Town Hall Annex and published legal ad(s) in June 10 and June 17 issues of the News of Orange, a local newspaper having general circulation in the area.

Financial impacts:

N/A

Staff recommendation and comments:

Staff recommends the board adopt the attached Data Center One year moratoria ordinance and provide any updated direction (if applicable) on desired next steps.

Action requested:

Staff requests adoption of the attached ordinance.



ORDINANCE

Imposing a Temporary Moratoria on Development Approvals for Data Centers, Cryptocurrency Mining Operations, and Any Use Associated with Data Center Processing Facilities within the Town of Hillsborough

WHEREAS, pursuant to N.C. General Statute § 160D-107 local governments may adopt an ordinance authorizing a temporary moratorium on any development approvals required by law; and

WHEREAS, the Hillsborough Board of Commissioners passed a Resolution of Intent on May 11, 2026, indicating that they intended to take up the question of whether to adopt a temporary moratoria on processing applications or approving permits for “data centers” at a public hearing to be conducted on May 27, 2026; and

WHEREAS, the Town of Hillsborough Unified Development Ordinance does not specifically define “data center,” “cryptocurrency mining,” “data processing facility,” and other similar or associated uses as a specific use; and

WHEREAS, the Unified Development Ordinance does not consider the impact of the aforementioned uses on existing town infrastructure and how the impact will affect utility extensions; and

WHEREAS, at its May 27, 2026 regular meeting, the town board held a legislative public hearing regarding this moratoria in accordance with N.C. General Statute § 160D-601; and

WHEREAS, on May 27, 2026 the town board adopted an ordinance establishing a 60 day long moratorium on development approvals for Data Centers, Cryptocurrency Mining Operations, and any use associated with Data Center Processing Facilities within the town’s zoning; and

WHEREAS, the town board and town staff require additional time to thoroughly study the issues associated with the development of data centers, cryptocurrency mining operations and related uses and consistency with the town’s Comprehensive Sustainability Plan and other adopted plans which may be affected by such uses and regulations intended to address such uses; and

WHEREAS, the town has published notice of the hearing to be conducted with respect to this proposed ordinance to extend the moratorium until May 27, 2027 in the manner required by N.C. General Statute Section 160D-107(b) and 160D-601, and conducted such hearing on June 22, 2026;

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. The temporary moratoria imposed by the Board of Commissioners commencing on May 28, 2026 and expiring no later than July 27, 2026, is hereby extended up to and including and expiring on May 27, 2027 or on approval of new zoning regulations regarding data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities not yet defined by the Hillsborough Unified Development Ordinance. The moratorium specifically includes the corporate limits of the Town of Hillsborough, its extraterritorial jurisdiction and any future Town of Hillsborough planning area as depicted on the Town of Hillsborough Land Use Map. For the purposes of this moratorium, a “data center” or “data processing facility” refers to a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data include, but are not limited to, computationally intensive applications such as cryptocurrency mining, artificial intelligence computing, weather modeling, genome sequencing,

application hosting, cloud storage, video and technical streaming services, etc. Such facilities may include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations.

This moratorium shall not apply to data processing equipment or server rooms that are clearly incidental and subordinate to a permitted principal use and are intended solely to support on-site operations of such principal use, provided such equipment or server rooms comply with all other applicable provisions of the Hillsborough Unified Development Ordinance. Such principal use may include, but is not limited to, hospitals, medical facilities, financial institutions, offices, educational institutions, or similar uses, as long as such data processing activities are not offered as a primary service to off-site users. Projects classified as exempt in accordance with N.C. General Statute 160D- 107(c) are also excluded from this moratorium as a matter of law.

Section 2. In compliance with the requirements of N.C. Gen. Stat. 160D-107 the Town makes the following statements:

(1) Data centers, data processing facilities, cryptocurrency mining operations, and any other uses associated with data processing facilities require considerable amounts of electricity, land, and water, and their operation can result in exceedingly high greenhouse gas emissions, harmful decibel levels that exceed safe hearing limits and cause chronic sleep disturbances, the creation of heat islands, widespread pollutant exposure from backup diesel generators, e-waste, and other local impacts to residents and communities living near the facilities. The Hillsborough Planning and Economic Development Division is in the process of gathering information based upon which to develop zoning standards and mitigation methods for these intensive land use types which may cause detrimental harm to the natural environment and the quality of life of town residents. The town seeks time to develop such standards. The town has looked at alternative solutions to a moratorium, such as but not limited to immediately amending its Unified Development Ordinance to address the data center use, but found such alternatives to not be practical. The town has determined that to simply allow this intensive land use to be permitted without regard to location, height, size, density, population, industry, residence or other purpose would be counter to the stated goals of the Town of Hillsborough Comprehensive Sustainability Plan.

(2) The Unified Development Ordinance table of permitted uses does not currently include "data centers" nor does the ordinance provide a definition of this use or similar uses. The town seeks to update the Unified Development Ordinance definition section and table of uses to specifically define "data center," "data processing facility," and "cryptocurrency mining operation" as a specified land uses. The town further seeks to review the Town of Hillsborough Code of Ordinances to address the potential impact on infrastructure and utility extension. Therefore, the town seeks to extend the previously adopted 60-day moratorium on the use of property within the Town of Hillsborough planning jurisdiction for data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities for an additional period of time ending on May 27, 2027 or until such time that specific land use standards for these uses can be developed. All applications for development approvals for data centers, data processing facilities, cryptocurrency mining operations, and any uses associated with data processing facilities are subject to the moratorium.

(3) The moratorium adopted on May 27, 2026 shall be and hereby is extended until May 27, 2027 unless or sooner upon adoption of a Unified Development Ordinance text amendment addressing the land uses of data centers, data processing facilities, cryptocurrency mining, and associated uses and any necessary amendments to the Town of Hillsborough Code of

Ordinances to address utility extension, whichever comes first. This moratorium extension is necessary to allow sufficient time for the Hillsborough Planning and Economic Development staff to study these uses and their impacts, to consider zoning standards and mitigation methods and to prepare an amendment to the Unified Development Ordinance to address data centers, data processing facilities, cryptocurrency mining, and other uses associated with data processing facilities, as well as to allow the town to adopt any needed amendments to the Hillsborough Code of Ordinances to address utility extension for these high impact uses prior to the expiration of the moratorium.

(4) Hillsborough Planning and Economic Development staff will continue to study the impacts of data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities on communities within 60 days of adoption of this ordinance. Concurrently, the Planning and Economic Development Staff will investigate how other communities in North Carolina and across the United States have addressed these impacts through zoning regulations. Planning and Economic Development staff will develop appropriate land use regulations designed to mitigate negative impacts associated with land uses described as data centers, data processing facilities, cryptocurrency mining operations, and any other uses associated with data processing facilities. Subsequently, as soon as practicable after the aforesaid 60-day period, the town expects to consider and adopt a series of text amendments to the Unified Development Ordinance and any necessary amendments to the Town of Hillsborough Code of Ordinances to address utility extensions and other issues, following such legislative process or processes as required by law for adoption. It is anticipated that research, policy development, and legislative processes necessitate an adequate moratorium limit of up to one year from the adoption of the initial moratorium ordinance on May 27, 2026.

Section 3. If any section, subsection, sentence, phrase, or part of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance. The Board of Commissioners hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 22nd day of June in the year 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: June 22, 2026
 Department: Planning and Economic Development
 Agenda Section: Public hearing
 Public hearing: Yes
 Date of public hearing: Feb. 19, 2026

PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Economic Development Manager

ITEM TO BE CONSIDERED

Subject: General use rezoning request and development agreement for 715 US HWY 70 East; Assistive Living Neighborhood to Multifamily

Attachments:

1. Rezoning application
2. Vicinity, Zoning, and Future Land Use Maps
3. UDO Table 5.1.7, Use Table for Residential Districts (allowable uses in ALN and MF highlighted)
4. Consent Order and Exhibit E (Joint Motion for Entry of Consent Order)
5. Development Agreement for Approval
6. Adopted Planning Board Consistency Statement and Recommendation
7. Town Board Consistency Statement and Ordinance

Summary:

715 US HWY 70 EAST – Rezoning Details	
Property owner	KEPSC LLC
Applicant	Robin Tatum, attorney for the property owner
Parcel ID Numbers (PINs)	9874490155
Location	715 US HWY 70 East
In town limits?	Yes
Acreage	Approx. 13.44
Current zoning	Assistive Living Neighborhood (ALN)
Proposed zoning	Multifamily (MF)
Future Land Use category	Mixed Residential Neighborhood (no change)

Comprehensive Sustainability Plan goals:

Land Use and Development Goal 1: 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.

Financial impacts:

Low to Moderate. Streets and trash collection will be private.

Staff recommendation and comments:

Background

This parcel was originally master planned under a Special Use Permit in the early 2000's for development with the parcel directly to the west, already constructed and commonly known as the Corbinton Commons neighborhood, a 55+ community.

The project was originally called the 'Corbinton Commons Retirement Campus' and included plans for 47-69 single family detached homes (what is now known as Corbinton Commons) and either A.) 142-unit Multi-unit Assisted Housing with Services facility or B.) a 275-unit Continuing Care Retirement Facility which included approximately 53 healthcare beds.

Original concept plan snippet for full 'Corbinton Commons Retirement Campus':



The development of either scenario A.) or B.) above did not ever come to fruition on the east side of the property and the developer would like to pivot and build something else more suited to today's current market demand.

The applicant is requesting to rezone the eastern parcel through a general use rezoning to Multifamily with a development agreement that has an accompanying exhibit and the following highlights:

- A 10-year term.
- Construction of up to 67 attached dwelling units, generally consistent with the concept plan attached to the draft development agreement noted as 'Exhibit B'.
- The utilization of one entrance/exit out to US 70 East.
- No subdivision of lots.

- A payment in lieu of \$40,000 to the Town’s Affordable Housing Fund.
- Construction of private streets, with curb, gutter, and stormwater facilities serving the project.
- Construction of sidewalks along the properties frontage on US HWY 70 East and a walking trail on the perimeter of the property to connect with an existing walking trail in Corbinton Commons.
- Necessary repairs to the pedestrian bridge located at the southeast corner of the property.
- Town water and sewer service to the project as soon as it is available, but no later than June 30, 2028.
- Water infrastructure developed with two points of water line connection.
- Future connection to the Corbinton Commons pump station.

‘Exhibit B’ Concept Plan snippet from the draft Development Agreement:



Zoning designation

The applicant requests to rezone the parcel from Assistive Living Neighborhood to Multifamily. The allowable land uses in both districts are mostly comparable, as demonstrated in Attachment #3, with both districts being intended for a mix of residential and residential-type uses. One key difference is that every allowable use in the Assistive Living Neighborhood district requires a Special Use Permit. Only some uses in the Multifamily district require a Special Use Permit.

Note that the North Carolina General Assembly deauthorized special use zoning districts, like the Assistive Living Neighborhood district, in 2021 with Chapter 160D of the General Statutes. However, properties zoned as special use districts before 2021, are still zoned that way until a town or applicant initiated rezoning process.

Future Land Use Plan designation

The rezoning request is compatible with the Future Land Use Plan's recommended Future Land Use designation of 'Mixed Use Residential'. The Future Land Use Plan is available on the town's website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/future-land-use-plan>.

Water and sewer availability

Engineering/Utilities determine if the town can serve a project when development plans are submitted. Since this is a general rezoning request with only a concept plan as an exhibit to the development agreement, staff cannot fully evaluate capacity at this time. However, the town recently performed an interim upgrade to the downstream pump station as part of restoration associated with Tropical Storm Chantal and is actively working on downstream pipeline upgrade requirements. The timelines for both projects are reflected in the availability of service outlined in the development agreement.

Staff recommendation

Staff of the Planning and Economic Development Division recommend approval of the requested rezoning based on consistency with the Unified Development Ordinance and Future Land Use Plan.

Action requested:

Approve the proposed rezoning and development agreement by completing the following actions in order. Each action will require a motion, second, and vote:

1. Adopt the attached consistency statement for the proposed rezoning.
2. Adopt the attached rezoning ordinance.
3. Approve the attached development agreement.



TOWN OF
HILLSBOROUGH

APPLICATION
General Use Rezoning

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

This application is to rezone properties to General Use and/or Overlay Zoning Districts. If you want to rezone property to a Planned Development District, please use the Planned Development Rezoning Application.

SUBMITTAL REQUIREMENTS

- Complete application form, including signature Application fee per current Planning fee schedule

PROPERTY OWNER CONTACT

Name KEPSC Hillsborough LLC ("KEPSC")
Address 7001 Brush Hollow Rd., Ste 200, Westbury, NY 11590
Phone 919-██████████ Email ██████████@██████████

APPLICANT CONTACT

Name Robin L. Tatum as attorney for the Property Owner KEPSC
Address Post Office Box 2611, Raleigh, NC 27602
Phone 919-██████████ Email ██████████@██████████

PROPERTY DETAILS

Addresses/Location 715 US 70 East
Parcel ID Numbers 9874490155
Existing Land Uses/Structures Vacant
Total Acreage 13.44 Current Zoning ALN Proposed Zoning MF

CONSISTENCY WITH THE COMPREHENSIVE SUSTAINABILITY PLAN

Please describe how your proposed amendment is consistent with the town's Comprehensive Sustainability Plan, which is available online at <https://www.hillsboroughnc.gov/about-us/departments/community-services/public-space-and-sustainability/sustainability-initiatives>. You may include additional sheets if necessary.

The Growth Area Map (Figure 4.4) of the Town's Comprehensive Sustainability Plan designates the Property as a Potential Growth Area that the Town has deemed "ripe for additional compact and mixed-use development." Infill development on the Property is consistent with Land Use & Development Goal 1, which is to ensure that future growth and development is "aligned with smart growth principles." The proposed MF zoning is consistent with the Property's designation of Mixed Residential on the Future Land Use Plan.

GENERAL STANDARDS CONSIDERED BY THE BOARD OF COMMISSIONERS

A rezoning request is decided legislatively, meaning the Hillsborough Board of Commissioners votes whether to approve or deny the request. When considering the request, the commissioners are to consider ten factors listed in Unified Development Ordinance Sec. 3.7.2, General Standards/Findings of Fact. You can find the Unified Development Ordinance on the town’s website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/unified-development-ordinance>.

The ten factors are enclosed. Please describe how your proposed rezoning aligns with these factors. You may include additional sheets if necessary.

Applicant’s Responses:

1. The rezoning is consistent with the Property's designation as a Potential Grown Area in the Growth Area Map and the Property's designation of Mixed Residential on the Future Land Use Plan.
2. The rezoning will provide for more housing options, meeting a demonstrated community need.
3. The rezoning is consistent with surrounding land uses and is appropriate for the Property.
4. The rezoning will facilitate infill development, furthering a logical and orderly development pattern.
5. The rezoning will not encourage premature development.
6. The rezoning will not encourage strip or ribbon commercial development.
7. The rezoning is not spot zoning.
8. The rezoning will not result in adverse impacts on the property values of adjoining property.
9. The rezoning will not result in adverse environmental impacts.

SIGNATURES

I hereby agree to conform to all applicable laws and regulations of the Town of Hillsborough, County of Orange, and State of North Carolina as may be applicable to my request, and I certify that the information presented in this application is true and accurate to the best of my knowledge.

KEPSC Hillsborough, LLC

Printed name of owner



Signature

1-15-2026

Date

Robin L. Tatum
Attorney for KEPSC

Printed name of applicant



Signature

1-15-2026

Date

STAFF USE ONLY

Date received January 22, 2026

Received by SNC

Fee and receipt number \$1,672 (060827)

Tentative hearing date February 19, 2026

3.7 UNIFIED DEVELOPMENT ORDINANCE AND MAP AMENDMENTS

3.7.1 INTENT

It is the intent of this section to set forth the procedures for amending this Ordinance including the Official Zoning Map. Amendments shall be made by formal action of the Town Board. All proposed amendments shall be referred to the Planning Board for its consideration and recommendation. In no case shall final action be taken to amend this Ordinance until a duly advertised legislative hearing is held.

3.7.2 GENERAL STANDARDS/FINDINGS OF FACT

Before amending this Ordinance or the Official Zoning Map, the Town Board must consider, when conducting the process below, whether the request is consistent with the adopted Comprehensive Plan for the Town of Hillsborough.

Amending the Official Zoning Map (Rezoning) is a matter committed to the legislative discretion of the Town Board. In determining whether to adopt a proposed amendment, the Town Board shall consider and weigh the relevance of the following factors:

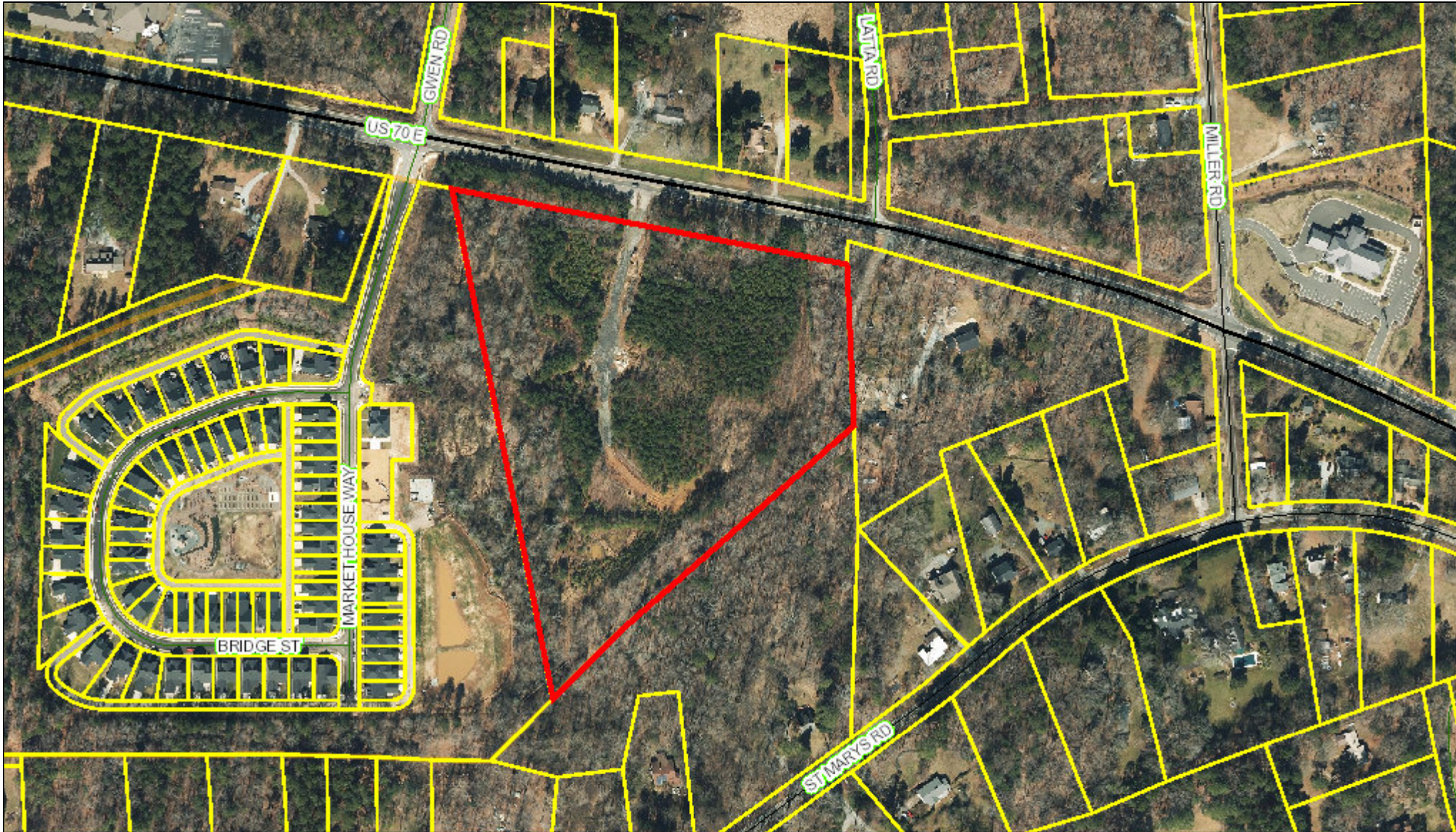
- 3.7.2.1 The extent to which the proposed amendment is consistent with all applicable Town-adopted plans.
- 3.7.2.2 The extent to which there are changed conditions that require an amendment.
- 3.7.2.3 The extent to which the proposed amendment addresses a demonstrated community need.
- 3.7.2.4 The extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate zoning district for the land.
- 3.7.2.5 The extent to which the proposed amendment would result in a logical and orderly development pattern or deviate from logical and orderly development patterns.
- 3.7.2.6 The extent to which the proposed amendment would encourage premature development.
- 3.7.2.7 The extent to which the proposed amendment would result in strip or ribbon commercial development.
- 3.7.2.8 The extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to or incompatible with adjacent and surrounding zoning districts.
- 3.7.2.9 The extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands; and
- 3.7.2.10 The extent to which the proposed amendment would result in significantly adverse environmental impacts, including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

3.7.3 AUTHORITY TO APPLY

Subject to the limitations of the foregoing statement of intent, an amendment to this Ordinance, including the Official Zoning Map, may be initiated by:

- 3.7.3.1 The Town Board on its own motion.
- 3.7.3.2 The Planning Board.

Vicinity Map



January 30, 2026 This map contains parcels prepared for the inventory of real property within Orange County, and is compiled from recorded deed, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map.

The county and its mapping companies assume no legal responsibility for the information on this map.

PIN: 9874490155

OWNER 1: KEPSC HILLSBOROUGH LLC

OWNER 2:

ADDRESS 1: 7001 BRUSH HOLLOW RD

ADDRESS 2: STE 200

CITY: WESTBURY

STATE, ZIP: NY 11590

SIZE: 13.44 A

DEED REF: 5843/457

RATECODE: 23

TOWNSHIP HILLSBOROUGH

BLDG SQFT:

YEAR BUILT:

BUILDING COUNT:

LAND VALUE: \$705,600

BLDG_VALUE: \$0

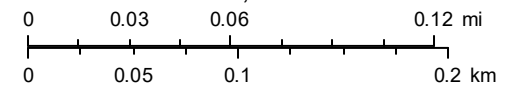
USE_VALUE: \$0

TOTAL VALUE: \$705,600

DATE SOLD: 9/8/2014

TAX STAMPS: 2600

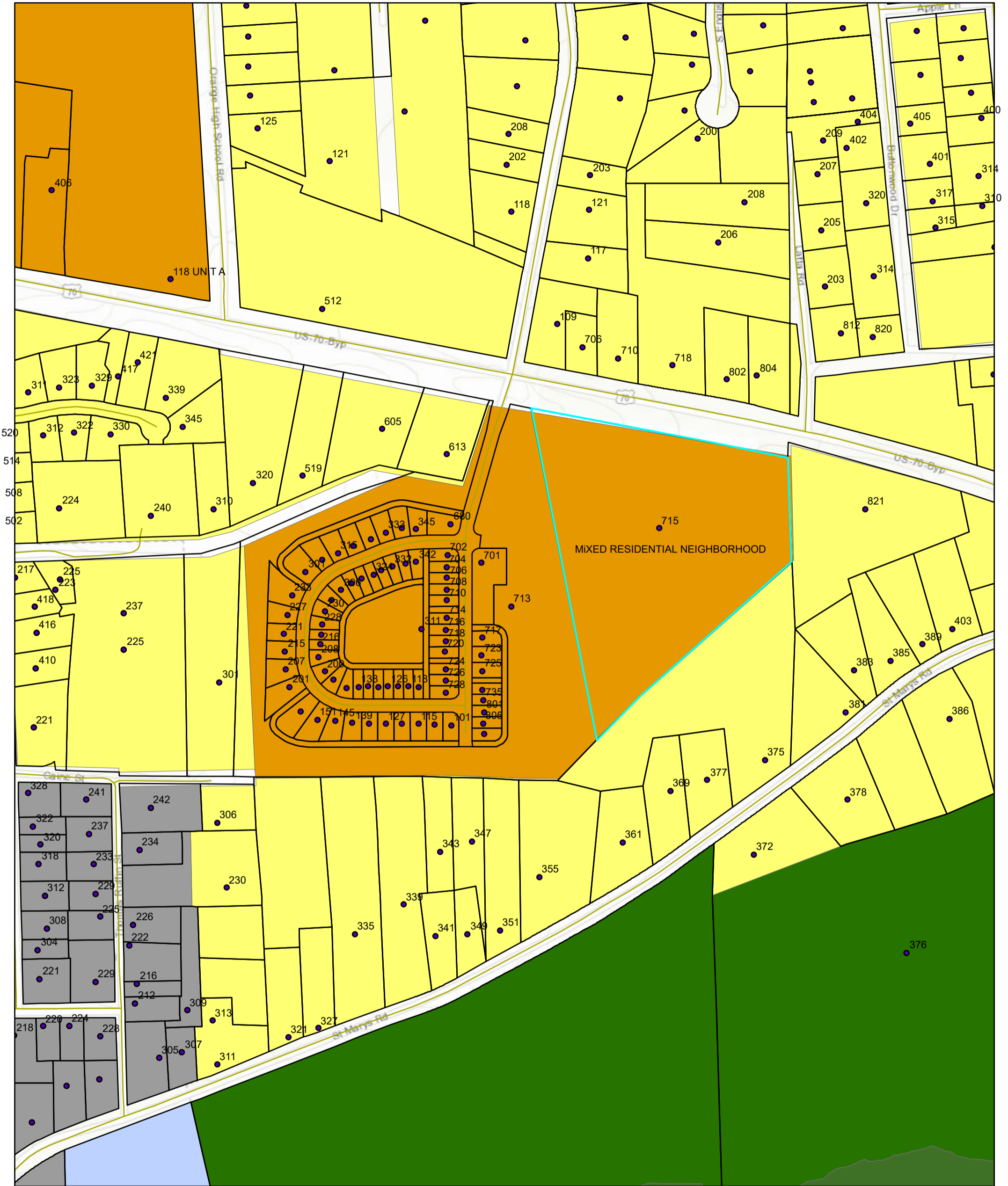
1:3,600



ORANGE COUNTY
NORTH CAROLINA

83

Hillsborough Future Land Use Map 715 US HWY 70 E

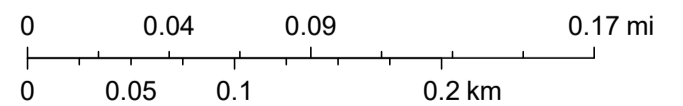


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- Addresses
- ▭ Parcels
- Streets
- Natural Resource
- ▭ Special Flood Hazard Areas
- ▭ Urban Service Area

- HillsboroughLandUse
- ▭ Education
 - ▭ Mixed Residential Neighborhood
 - ▭ Permanent Open Space
 - ▭ Small Lot Residential
 - ▭ Urban Neighborhood

1:4,514



Orange County, NC, State of North Carolina DOT, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right

SUP = Permitted with a Special Use Permit

+ = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
Adult Day Care											SUP	
Adult Use												
Artisan Studio												SUP
Bank & Financial Institution												
Bar												
Bed and Breakfast Facility	P	P	SUP	SUP	SUP							
Botanical Garden & Arboretum	P											
Building/Trade Contractor's office												
Cemetery	SUP	SUP	SUP	SUP	SUP							
Child Day Care		SUP	SUP	SUP	SUP							
Church, Place of worship	SUP	SUP	SUP	SUP	SUP			SUP	SUP	SUP	SUP	
Detention Facility												
Dwelling: Accessory	P	P	P	P	P			P	P	SUP	SUP	SUP
Dwelling: Attached (1-4 units)	P	P	P	P	P	P				SUP	SUP	SUP
Dwelling: Attached (5-19 units)			P	P	P	P				SUP	SUP	SUP
Dwelling: Attached (20+ units)	SUP	SUP	SUP	SUP	SUP	P				SUP	SUP	SUP
Dwelling: Mobile Home A	P	P	P	P	P		P					
Dwelling: Mobile Home B							P					
Dwelling: Mobile Home C							P					
Dwelling: Single-family	P	P	P	P	P	P	P	P	P	P	P	SUP
Electronic Gaming Operation												
Event Center												
Extended Care Facility											SUP	
Family Care Home	P	P	P	P	P	P	P					
Family Child Care Home	P	P	SUP	SUP	SUP							
Farm, Bona fide	P	P										
Farmer's Market												
Flex Space												

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right SUP = Permitted with a Special Use Permit + = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
Food Preparation Business												
Funeral Home												
Gallery/Museum	P											SUP
Government Maintenance Yard												
Greenhouses/Nursery	P											
Group Care Facility	P	P	P	P	P							
Health Care Facility												
Health/Fitness Club												
Homeless Shelter			SUP	SUP	SUP			SUP	SUP	SUP	SUP	
Hospitals												
Hotels & Motels												
Junkyard/Outside Storage of Junked or Wrecked Motor Vehicles												
Kennels, Boarding	SUP											
Library												
Manufacturing Complex												
Meeting Facility												SUP
Mobile Home Park							P					
Motor Vehicle Fuel Station												
Motor Vehicle Maintenance, & Service												
Motor Vehicle Repair												
Motor Vehicle Sales & Rentals												
Office operations												
Offices and professional services												
Order Fulfillment Center												
Outlet sales												

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right SUP = Permitted with a Special Use Permit + = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
Park, Athletic or Community	SUP	SUP	SUP	SUP	SUP							
Park, Cultural or Natural	P	P	P	P	P	P	P					
Park, Neighborhood	P	P	P	P	P	P	P					
Park and Ride Facility												
Parking as Principal Use, Surface or Structure												
Performance Facility												
Personal service business												SUP
Petroleum Products (storage & distribution)												
Pharmacy, Convenience												
Pharmacy, Retail												
Postal and Parcel Delivery Services												
Processing Facility												
Public Safety Services	P	P	P	P	P							
Public Utilities	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Recreational Facilities												
Research Facility												
Research Facility, Intense												
Restaurant												
Restaurant, Convenience												
Retail sales/rentals of goods with outside display/storage of merchandise												
Retail sales/rentals of goods within wholly enclosed structure												
School: Art & Music												
School: Dance, Martial Arts												

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right SUP = Permitted with a Special Use Permit + = When also in the Plus Overlay district

	AR	R-40	R-20	R-15	R-10	MF	MHP	PW	PWCA	MFSU	ALN	RSU
School: Elementary, Middle & Secondary												
School: Higher Education												
School: Vocational												
Short-term Rental	P	P	P	P	P							
Storage & Warehousing: Inside building, excluding explosives & hazardous wastes												
Storage & Warehousing: Outside												
Storage & Warehousing: Self												
Telecommunication Tower	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Temporary Family Health Care Structure	P	P	P	P	P							
Transit Passenger Terminal												
Transmission Lines	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Veterinarian/Animal Hospital												
Wholesale sales, indoor												
Wholesale sales, with outdoor storage/display												

STATE OF NORTH CAROLINA
ORANGE COUNTY

BY: C. Perryman

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24CV003340-670

KEPSC HILLSBOROUGH LLC,)
)
Plaintiff,)
)
v.)
)
THE TOWN OF HILLSBOROUGH, a)
North Carolina Municipality,)
)
Defendant.)
_____)

CONSENT ORDER

This matter came before the undersigned Superior Court Judge upon the request and with the consent of the Plaintiff KEPSC HILLSBOROUGH LLC (“Plaintiff” or “KEPSC”) and Defendant TOWN OF HILLSBOROUGH (“Defendant” or the “Town”) (collectively, the “Parties”). The Parties represent to the Court that they have reached a settlement of all matters at issue in this case and have requested that the Court enter this Consent Order in accordance with the terms set forth herein.

Upon the Parties’ request and consent, as evidenced by the signatures below, the Court finds as follows:

1. KEPSC is the owner of an approximately 13.41-acre parcel within the corporate limits of the Town of Hillsborough, located at 715 U.S. Highway 70 East, with parcel identification number 9874-49-0155 (the “Property”). The current zoning designation of the Property is Assisted Living Neighborhood (“ALN”). In 2006 and 2008, KEPSC’s predecessor-in-interest was issued a special use permit and amended special use permit to develop the Property as a multi-unit assisted housing with services or continuing

care retirement community. The special use permit also incorporated a larger adjoining parcel, which was ultimately developed as single-family housing . While KEPSC developed the adjoining parcel governed by the same special use permit, the Property was not developed. The two components covered by the SUP and amended SUP are collectively known as Corbinton Commons.

2. KEPSC proposed that the Property be developed with 67 townhomes in lieu of developing the multi-unit assisted housing with services or continuing care retirement community originally approved by the Town. The vested rights to develop the Property are disputed between the Parties.

3. On November 26, 2024, Plaintiff filed the Complaint in the above-captioned matter, alleging that the Town violated its constitutional rights and seeking a determination of its vested rights in this matter, among other claims. On January 31, 2025, Defendant filed a motion to dismiss alleging that Plaintiff lacked standing and that Plaintiff's claims were not yet ripe.

4. The Parties reached a resolution of all disputed issues between them in a mediated settlement conference that took place on October 21, 2025. The details of the resolution, which includes negotiated conditions for development approvals for the property, are reflected in the Settlement Agreement attached to this Consent Order as Exhibit A. The Settlement Agreement was approved and adopted by the Town of Hillsborough Board of Commissioners on March 23, 2026.

5. The Parties wish for the Court to enter an Order directing that the Parties carry out the actions agreed to in the settlement agreement and staying this action to allow the necessary time for those acts to be carried out.

THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED:

1. Within 120 days of entry of this Consent Order, the Town of Hillsborough will carry out the procedures required by law for consideration and adoption of the Development Agreement attached to this Consent Order as Exhibit B (the “Development Agreement”) and the Consistency Statement and Rezoning Ordinance attached to this Consent Order as Exhibit C (the “Rezoning”).

2. No later than seventy (70) days from the date the Development Agreement and the Rezoning are adopted by the Town of Hillsborough Board of Commissioners, Plaintiff will cause a voluntary dismissal with prejudice to be filed in this action.

3. Each party will bear its own costs, including attorneys’ fees.

4. All proceedings in the above-captioned action are hereby STAYED 120 days from the date of this order.

Date: 6/8/2026

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— Superior Court Judge Presiding

WE CONSENT:

SMITH, ANDERSON, BLOUNT,
DORSETT, MITCHELL & JERNIGAN,
LLP

/s/ Robin Tatum
ROBIN TATUM
N.C. State Bar No. 17624
rtatum@smithlaw.com
P.O. Box 2611
Raleigh, NC 27602
Telephone: (919) 821-1220
*Attorneys for Plaintiff KEPSC
Hillsborough LLC*

HARTZOG LAW GROUP LLP

/s/ Katherine Barber-Jones
DAN M. HARTZOG, JR.
N.C. State Bar No. 35330
dhartzogjr@hartzoglawgroup.com
KATHERINE BARBER-JONES
N.C. State Bar No. 44197
kbarber-jones@hartzoglawgroup.com
2626 Glenwood Avenue, Suite 305
Raleigh, NC 27608
Telephone: (919) 670-0338
*Attorneys for Defendant Town of
Hillsborough*

EXHIBIT E

Joint Motion for Entry of Consent Order

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “Agreement”) is hereby made and entered into as of the date last signed below (the “Effective Date”), by and between KEPSC HILLSBOROUGH, LLC (“KEPSC”), a North Carolina limited liability company, and the TOWN OF HILLSBOROUGH, a North Carolina municipality (the “Town”) (collectively the “Parties”), subject to the terms and conditions set forth below:

RECITALS

- A. This Agreement is made as a complete compromise between the Parties for the settlement of all disputed claims, differences and causes of action described below and set forth in the civil action *KEPSC Hillsborough, LLC v. Town of Hillsborough*, Civil Action No. 24CV003340-670, currently pending in Orange County Superior Court (the “Litigation”).
- B. KEPSC is the owner of a 13.41-acred parcel within the corporate limits of the Town of Hillsborough, located at 715 U.S. Highway 70 East, with parcel identification number 9874-49-0155 (the “Property”). The current zoning designation of the Property is Assisted Living Neighborhood (“ALN”).
- C. In 2006 and 2008, KEPSC’s predecessor-in-interest was issued a special use permit and amended special use permit to develop the Property as a multi-unit assisted housing with services or continuing care retirement community (the “SUP”). The special use permit also included a larger adjoining parcel, which was ultimately developed as a residential single-family development which is built out and

occupied (the “Corbinton Residential Development”). While the Corbinton Residential Development was governed by the same special use permit as the Property, the Property has not yet been developed. The two components covered by the SUP and amended SUP will be collectively referred as “Corbinton Commons.”

- D. The Parties have had ongoing disputes concerning various aspects of the development of Corbinton Commons.
- E. In 2024, KEPSC proposed that the Property be developed as 67 townhomes in lieu of developing the multi-unit assisted housing with services or continuing care retirement community originally approved by the Town. The vested rights to develop the Property are disputed between the Parties.
- F. On November 26, 2024, KEPSC filed the Complaint in the above-captioned matter, alleging that the Town violated its constitutional rights and seeking a determination of its vested rights in this matter, among other claims. On January 31, 2025, the Town filed a motion to dismiss alleging that Plaintiff lacked standing and that Plaintiff’s claims were not yet ripe.
- G. The Parties reached a resolution of all disputed issues between them in a mediated settlement conference that took place on October 21, 2025. The Parties prepared a written agreement signed by the Parties’ representatives at mediation, which was approved by the Town of Hillsborough Board of Commissioners on October 27, 2025 and is attached hereto as Exhibit A.
- H. The Parties now wish to enter a formal agreement that reflects the detailed terms of their compromise and settle all disputes between them relating to and/or arising out

of the Property, Corbinton Commons, and the Complaint, as described above, and thereby obviates the need for either party to continue the unnecessary burden and expense of litigation.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference and are made a part of this Agreement.

2. No Admission of Liability. This Agreement effects the compromise and settlement of disputed and contested claims, and the Parties understand and agree that neither the execution of this Agreement, nor any of the terms of this Agreement, shall be construed as an admission by any party hereto of any liability of any kind to any other party.

3. Consent Order. The Parties agree that they will file the Joint Motion for Entry of Consent Order and Consent Order attached hereto within thirty (30) days of the date of this Agreement. The Parties agree to the terms of the Consent Order which requests that the Court order the Town to complete all required actions for consideration and adoption of the Development Agreement attached to this Agreement as Exhibit B (the “Development Agreement”) and the Consistency Statement and Rezoning Ordinance attached to this Settlement Agreement as Exhibit C (the “Rezoning”).

4. The Parties’ Obligations and Promises.

- a. Within 30 days of the Effective Date, the Town will release the outstanding performance and completion bonds for the infrastructure in Corbinton Commons, but specifically excluding the bonds relating to the stormwater facility.
- b. Within 120 days of the Effective Date, the Town will carry out the procedures required by law for consideration and adoption of the Development Agreement attached to this Consent Order as Exhibit B (the “Development Agreement”) and the Consistency Statement and Rezoning Ordinance attached to this Consent Order as Exhibit C (the “Rezoning”).
- c. No later than seventy (70) days from the date the Development Agreement and the Rezoning are adopted by the Town of Hillsborough Board of Commissioners, Plaintiff will cause a voluntary dismissal with prejudice to be filed in the Litigation.
- d. The Parties will stay all proceedings related to the Property before the Town of Hillsborough Board of Adjustment until completion of all of the Obligations and Duties set forth in this Section 4, and at no later than seventy (70) days from the date the Development Agreement and the Rezoning are adopted by the Town of Hillsborough Board of Commissioners, Plaintiff will formally withdraw all applications and appeals to the Town of Hillsborough Board of Adjustment.

5. Mutual Release of All Claims.

a. *By KEPSC.* In consideration for the agreements set forth herein and attached hereto and other good and valuable consideration, KEPSC Hillsborough, LLC does hereby and for its heirs, executors, administrators, successors, and assigns (the “KEPSC Releasers”), release, acquit, and forever discharge the Town of Hillsborough, the Town of Hillsborough Board of Adjustment, the North Carolina League of Municipalities, the Interlocal Risk Financing Fund of North Carolina, and their respective elected officials, officers, owners, directors, agents, members, employees, managers, servants, successors, heirs, executors, administrators, insurers, reinsurers, representatives, attorneys, and all other persons, firms, corporations, associations, partners, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, claims for injunctive relief, claims for specific performance and any other form of compensation whatsoever, whether known or unknown, which KEPSC Releasers now have, relating or pertaining to the Litigation, the SUP, and any previous application or submission made to the Town at any time by any party concerning the Property or Corbinton Commons. This includes, but it not limited to, claims now existing for determination or interference with vested rights, violations of constitutional rights, takings, inverse condemnations, breach of contract, breach of warranty, or any kind of liability

whatsoever, whether based upon contract, tort, negligence, agency, professional liability, breach of fiduciary duty, or extra-contractual, statutory, common law, or administrative rules or regulations of any kind, including without limitation claims that, if known, would have materially affected KEPSC Releasers' decision to enter into this Release.

- b. *By the Town.* In consideration for the agreements set forth herein and attached hereto and other good and valuable consideration, the Town of Hillsborough, North Carolina does hereby and for its heirs, executors, administrators, successors, and assigns (the "Hillsborough Releasers"), release, acquit, and forever discharge KEPSC Hillsborough, LLC and their respective elected officials, officers, owners, directors, agents, members, employees, managers, servants, successors, heirs, executors, administrators, insurers, reinsurers, representatives, attorneys, and all other persons, firms, corporations, associations, partners, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, claims for injunctive relief, claims for specific performance and any other form of compensation whatsoever, whether known or unknown, which Hillsborough Releasers now have, relating or pertaining to the Litigation, the SUP, and any application or submission made to the Town at any time until the date of this Agreement by any party

concerning the Property or Corbinton Commons. This includes, but it not limited to, claims for determination or interference with vested rights, violations of constitutional rights, takings, inverse condemnations, breach of contract, breach of warranty, or any kind of liability whatsoever, whether based upon contract, tort, negligence, agency, professional liability, breach of fiduciary duty, or extra-contractual, statutory, common law, or administrative rules or regulations of any kind, including without limitation claims that, if known, would have materially affected the Hillsborough Releasers' decision to enter into this Release.

6. Fees and Costs. Each party will bear its own costs, including attorneys' fees, for the Litigation and all proceedings before the Town of Hillsborough Board of Adjustment.

7. Knowing and Voluntary Agreement. The Parties represent that they are represented by counsel of their choosing, that they have independently made their own analysis and decision to enter into this Agreement, and that they consider this Agreement to be fair and reasonable.

8. Complete Agreement. The Parties further agree, declare and represent that no promise, inducement, representation or agreement not herein expressed has been made to any Party or caused them to enter this Agreement. The Agreement contains the entire agreement between the Parties and the terms of the Agreement are contractual and not a mere recital. This is a fully integrated agreement.

9. Amendment: This Agreement shall not be altered, amended or otherwise modified except by the express written agreement between the Parties and executed by each of the Parties to this Agreement.

10. Counterparts. This Agreement may be executed in two or more counterparts as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

11. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina and the Parties consent to venue as well as personal and subject matter jurisdiction in the Orange County Superior Court for purposes of resolving any disputes which may hereinafter arise under this agreement.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in several counterparts, each of which is an original as of the date first written above.

KEPSC HILLSBOROUGH, LLC

By: [Signature]

Name: Ed Kalikow

Title: MANAGER

STATE OF New York

COUNTY OF Nassau

I, Jaclyn Elizabeth Rada, a Notary Public of the State and County aforesaid do hereby certify that Edward Kalikow personally appeared before me this day and after being duly sworn and providing satisfactory evidence of his identity in the form of a state issued driver's license, has duly executed the foregoing instrument for the purposes stated therein.

Witness my hand and Official Seal this the 26th day of March, 2026

Jaclyn Elizabeth Rada
Notary Public

My Commission Expires: March 14, 2029

[Affix Notary Seal]

JACLYN ELIZABETH RADA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01RA0034883
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES MARCH 14, 2029

THE TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: [Signature]

Name: Eric Peterson

Title: Town Manager

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

I, Sarah E Kimrey, a Notary Public of the State and County aforesaid do hereby certify that Eric Peterson personally appeared before me this day and after being duly sworn and providing satisfactory evidence of his identity in the form of a state issued driver's license, has duly executed the foregoing instrument for the purposes stated therein.

Witness my hand and Official Seal this the 26th day of March, 2026.

[Signature]
Notary Public

My Commission Expires: 7/7/2029

[Affix Notary Seal] KIMREY
NOTARY PUBLIC
Orange County
North Carolina
My Commission Expires 7/7/2029

**MEDIATED SETTLEMENT AGREEMENT October 21, 2025 BETWEEN KEPSC AND
THE TOWN OF HILLSBOROUGH
TERMS**

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent Order- The Parties agree that, within 60 days of this agreement, they will file a Joint Motion asking that the Court to enter a Consent Order that provides the Town will rezone the Senior Living Component parcel of Corbinton Commons from ALN to MF, which will include a 10 year development agreement (the “Development Agreement”). The Development Agreement will include a provision that approves 67 Townhouses (the “Townhouse Project”) to be developed substantially in compliance with the Exhibit A attached hereto and the other terms included herein.

These provisions include the following:

- a. Sewer-The Town will provide full water and sewer service to all 67 units as soon as it is available but no later than June 30, 2028. The parties will execute a Water and Sewer Extension agreement stating the same.
- b. KEPSC will pay the Town a fee to be placed in the Town’s affordable housing fund in the amount of \$40,000 at the time the Town provides KEPSC water and sewer service to the Townhouse Project.
- c. Sewer Construction – Within 30 days of this agreement, KEPSC will provide the Town with plans for water and sewer sizing and valves in accordance with the Town’s ordinances and policies that will be used in construction of the Townhouse Project.

- d. Meter Connection – The Townhouse Project will be entitled to 2 master meters for water to serve all 67 units.
- e. One Entrance – Only one entrance will be required for the Townhouse Project, unless otherwise required by North Carolina Fire Code and approved by the Fire Marshal.
- f. Roads and Waste Collection -Roads and waste collection will be private.
- g. Residential Component - The Town will release the remainder of the bond within 60 days of this agreement and will not require KEPSC to make any further repairs or improvements on the previously provided punch list or otherwise. KEPSC will provide the Town with the as-builts for the stormwater retention pond. Other than the provision of the as-builts, KEPSC is released from all responsibility for the Residential Component.
- h. Sidewalks – KEPSC will construct and dedicate sidewalks on the subject property in accordance with Exhibit A. This will connect to the existing sidewalk now located at Corbinton Commons. KEPSC will build the perimeter walking trail on the subject property and connect to the existing trail on the east side of Corbinton Commons. KEPSC will make necessary repairs to the existing pedestrian bridge.
- i. Subdivision – The Townhouse Project parcel shall not be subdivided.


2. The parties will jointly request a stay of the civil action KEPSC Hillsborough LLC v. Town of Hillsborough (24 CVS 3340-670) (the “Lawsuit”) and KEPSC’s pending Hillsborough Board of Adjustment appeal for 120 days.

3. The parties will execute a mutual release.

4. The lawsuit and the BOA appeal will be dismissed 60 days after the approval of the rezoning and Development Agreement. Both parties will bear their own costs and attorney's fees.

5. This agreement is subject to the approval of the Hillsborough Board of Commissioners.

KEPSC HILLSBOROUGH LLC

By: 

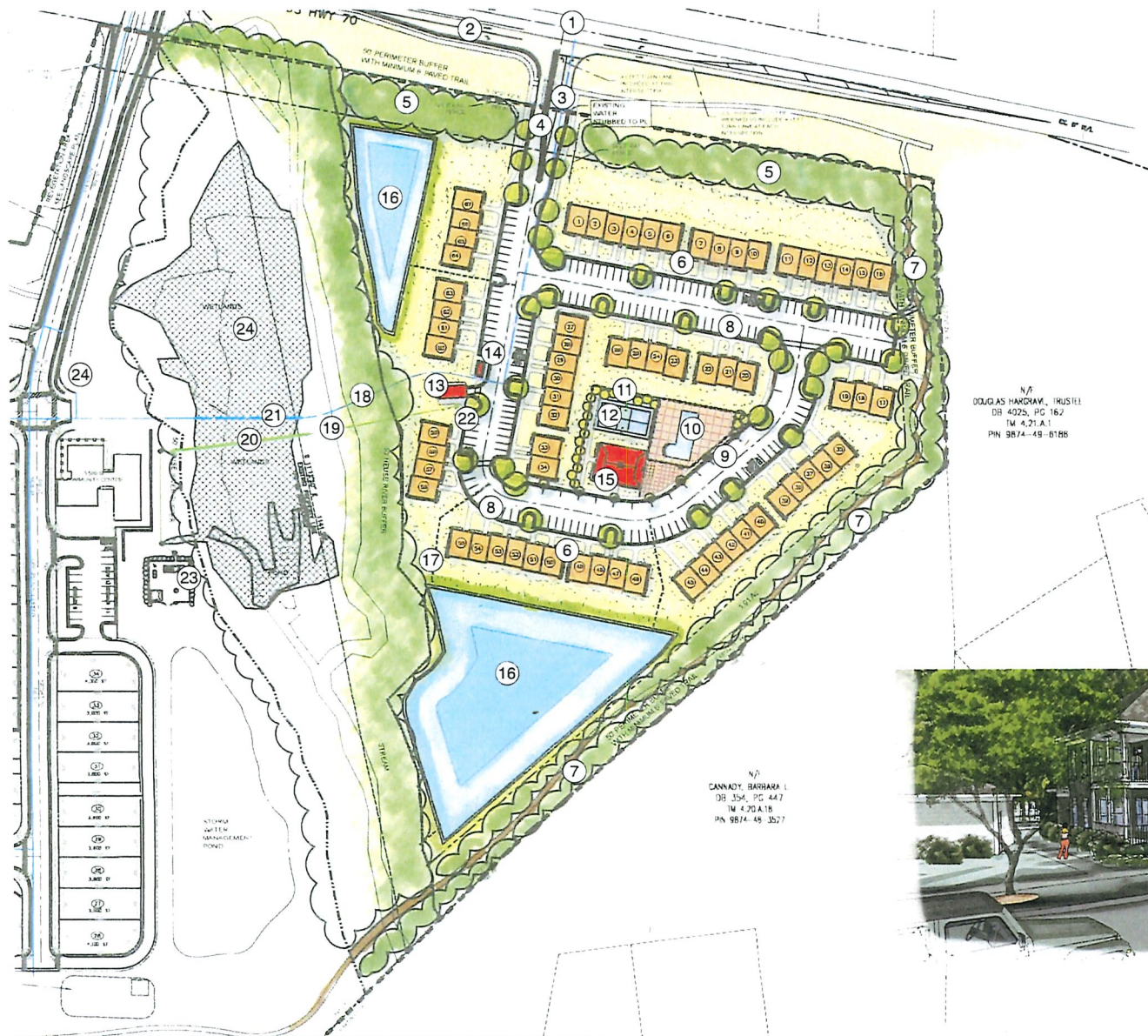
Robin Tatum - Attorney

TOWN OF HILLSBOROUGH

By: 

Matt Efirm – Assistant Town Manager

Exhibit A



SKETCH BREAKDOWN:

TOTAL PARCEL: +/- 13.41 AC

TOTAL DWELLING UNITS (DU): 67
 UNIT FOOTPRINTS:
 END: 25'X38'
 INTERIOR: 22'X38'

PARKING: 180 TOTAL (7 ACCESSIBLE)
 UNIT PARKING: 134 SP
 OVERFLOW: 30 SP
 AMENITY: 16 SP

ALL STREETS PRIVATE

TRASH PICK BY PRIVATE VENDOR VIA COMPACTOR

WATER SYSTEM TO LOOP FROM ENTRANCE TO EXISTING WESTERN SYSTEM

SEWER TO CONNECT TO PUMP STATION

- CONCEPT KEY:**
1. US HWY 70
 2. EXISTING TURN LANES
 3. EXISTING WATER TAP
 4. PROJECT ENTRANCE
 5. 50' BUFFER
 6. TOWNHOME UNITS (TYP)
 7. 50' BUFFER WITH WALKING TRAIL
 8. RESIDENT AND OVERFLOW PARKING
 9. AMENITY PARKING
 10. POOL AND POOL DECK
 11. ACTIVITY BUFFER
 12. PICKLEBALL COURT
 13. COMPACTOR
 14. MAIL KIOSK
 15. AMENITY PAVILION
 16. STORM WATER MANAGEMENT PONDS
 17. STORM WATER CONNECTIONS
 18. WATERLINE LOOP TO WEST SYSTEM
 19. SANITARY SEWER CONNECTION TO PUMP STATION
 20. EXISTING SANITARY SEWER BORE UNDER WETLANDS
 21. WATER SYSTEM BORE UNDER WETLANDS
 22. EXISTING EAST SIDE RECEIVING MANHOLE
 23. EXISTING PUMP STATION
 24. EXISTING SUBDIVISION

N/A
 DOUGLAS HARGRAVE, TRUSTEE
 DR 4025, PG 16.2
 TM 4.27.A.1
 PN 9874-49-6T88

N/A
 CANNADY, BARBARA L
 DR 354, PG 44.7
 TM 4.20.A.18
 PN 9874-49-35.7



ARCHITECTURAL CONCEPT

SUBJECT TO REGULATORY AGENCY REVIEW AND APPROVAL

SCALE 1"=120'

Front Street
 DESIGN & CONSULTING
 PO Box 254
 Folly Beach, SC 29439
 tel 843-588-6021
 www.frontstreetdesign.com

TOWNHOME SKETCH PLAN
 CORBINTON
 HILLSBOROUGH, NC

PROJECT #	06/06/2024
DATE	11/02/2020
SCALE	1"=120'
DESIGNER/TEAM	EYC/jas
DATE	



STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF ORANGE

This Development Agreement (the "Agreement") is made and entered into as of the ____ day of _____ by and among **KEPSC HILLSBOROUGH, LLC**, a North Carolina limited liability company (the "Developer"), and the **Town of Hillsborough**, North Carolina ("Town"), a municipal corporation of the State of North Carolina.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 13.41-acre parcel within the corporate limits of the Town of Hillsborough, located at 715 U.S. Highway 70 East, with parcel identification number 9874-49-0155 (the "Property").

WHEREAS, Developer requested and the Town approved a General Use Rezoning Request to amend the Official Zoning Map of the Town to rezone the Property from ALN to MF, Ordinance ____ (the "Zoning").

WHEREAS, the Developer sought the rezoning to facilitate plans to develop the Property for attached dwellings (20+ units).

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing, and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remains stable throughout the extended period of development.

WHEREAS, the Town is authorized to enter into this agreement pursuant to N.C.G.S. § 160D-1001(b) and 160D-1003, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) and the Town Board of Commissioners has determined that it is in the best interests of the citizens to do so.

WHEREAS, North Carolina General Statutes (“G.S.”) 160D-1001(b) and 160D-1003 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of G.S. 160D-1001 through 160D-1012 for projects that require long-term commitments of both public and private resources.

WHEREAS, the Town and Developer desire to enter into this Agreement for the purposes of furthering the Town’s and the Developer’s mutual goal of providing high-quality, attainable housing in the Town and coordinating the necessary infrastructure and other facilities to serve the Property and the community at large.

NOW, THEREFORE, based on the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. **Public Hearing**. Pursuant to Section 160D-1005 and Section 160D-602 of the North Carolina General Statutes, the Town conducted a public hearing on February 19, 2026, to consider the approval and execution of this Agreement in accordance with the procedures set out in Section 160D-1005. Public notice was duly given, and the notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property, and a place where a copy of the Agreement may be obtained. The Town Board approved this Agreement and the Town executed the same.
3. **Property Subject to Agreement**. The Property subject to this Agreement is described in **Exhibit A**.
4. **Term**. The term of this Agreement shall commence on the date that all parties hereto have executed this Agreement (the “Effective Date”) and shall terminate on the date that is 10 years after the Effective Date, unless sooner terminated by the mutual consent of the parties (or their successors in interest), or unless extended by the mutual consent of the parties (or their successors in interest).
5. **Development Uses**. The development uses permitted on the Property shall be all uses permitted in compliance with this Agreement, the Zoning, the Town of Hillsborough Unified Development Ordinances (“UDO”) and other applicable laws existing on the Effective Date of this Agreement.

The Town and Developer agree that this Agreement, the Zoning, and other applicable laws permit the Developer to construct up to 67 attached dwelling units on the Property generally consistent with the concept plan attached hereto as **Exhibit B** (the “Concept Plan”).

The precise location of buildings, parking areas, and interior drives will be shown on a final site plan (the “Site Plan”) to be prepared by Developer following execution of this Agreement and reviewed administratively by Town Staff.

If attached dwelling units are constructed on the Property consistent with the Concept Plan (the “Project”):

- a. Only one entrance will be required for the development, unless additional entrances are required by the North Carolina Fire Code and approved by the Fire Marshal.
- b. The Property will not be subdivided into lots.

6. **Affordability.** For the benefit of the public health, safety and welfare, and recognizing that there is a need in the Town for housing that is affordable and attainable for lower income residents, the Developer shall donate \$40,000 to the Town’s Affordable Housing Fund (the “Affordable Housing Donation”) when water and sewer service is made available to the Property. The Affordable Housing Donation will be paid to the Town of Hillsborough no later than the time a Water and Sewer Extension Contract (WSEC) is signed to provide water and sewer service to the Property. The parties acknowledge and agree that the Affordable Housing Donation is a condition of the Town providing water and sewer service to the Property, even if the development is other than that according to the Concept Plan.

7. **Law in Effect at Time of the Agreement Governs the Development; Vested Rights.**

Except as provided in G.S. 160D-1007, G.S. 160D-1010(b), and this Agreement, the Town may not apply subsequently adopted Town regulations to the Property during the Agreement Term without the written consent of Developer. During the Agreement Term, Developer shall have a vested right to develop the Property in accordance with (i) this Agreement, (ii) the Zoning, (iii) the UDO, (iv) Town regulations, and (v) any other applicable laws, all of the foregoing (i) through (v) as they exist on the Effective Date. In accordance with G.S. 160D-106, the parties agree, intend, and understand that all conditions,

terms, restrictions, or other requirements applicable to the Project and reasonably determined to be necessary by the Town for the public health, safety, or welfare of its citizens, are provided for by the foregoing (i) through (v) as they exist on the Effective Date. This Agreement does not abrogate any rights that may vest pursuant to statutory or common law or otherwise in the absence of this Agreement. If the Town adopts new, different, or amended development regulations that Developer views as more favorable to the Project than the regulations in effect at the time of adoption of this Agreement, Developer may elect to be bound by the new regulations or ordinance (the "After-Adopted Regulation") without any further agreement from the Town. In the event that Developer elects to be bound by the After-Adopted Regulation, Developer will communicate that fact to the Planning Director in writing and note such change on any future permit applications affected by the change.

8. **Development Moratoria.** Absent an imminent threat to public health or safety, no development moratorium shall apply to the Property so long as this Agreement exists; the Town recognizes that all rights established by this Agreement have vested for the Term of the Agreement.
9. **Good Faith.** The Parties acknowledge and understand that Sections 5, 7, and 8 impose a duty of good faith performance and fair dealing on all Parties and that neither Party knows as of the Effective Date any reason it or any other Party cannot perform or abide by these sections so as to confer on each Party the full benefits of this Agreement.
10. **Public Facilities.** Developer shall be responsible for installation and/or repairs of all of the items below in accordance with the UDO.
 - a. Construction of streets, with curb and gutter, within the Property reasonably necessary to serve development on the Property. All streets constructed on the Property must meet UDO requirements for private streets.
 - b. Stormwater facilities serving the Property.
 - c. Construction of utility lines within the Property to serve the Project, including water, sewer, and electric lines.
 - d. Any and all additional facilities reflected in the Water and Sewer Extension Contract, as described in paragraph 12 below.
 - e. Sidewalks along the Property's frontage with U.S. 70 East, as generally shown on the Concept Plan, including connections with the

sidewalk installed for the Corbinton Commons development and the perimeter walking trail.

- f. Walking trail on the perimeter of the Property.
- g. Necessary repairs to or restoration of the existing pedestrian bridge or construction of a new pedestrian bridge located at the southeast corner of the Property. Any repairs or restoration of the existing pedestrian bridge shall bring the bridge into compliance with the applicable provisions of the Building Code.

11. Traffic and Roadways; Emergency Access; Solid Waste Services.

Developer shall install all improvements required by the UDO, the Town of Hillsborough Street Manual, the North Carolina Building Code, the North Carolina Fire Prevention Code, and any other applicable regulations for the Project in effect on the Effective Date. Developer and the Town acknowledge and agree that if the Project is constructed, all roadways internal to the project, except any access road connecting the internal roadways to U.S. 70 E, will be private roads and alleys.

Developer and the Town further acknowledge and agree that if the Project is constructed, the Project will not receive solid waste collection services from the Town and shall be required to contract with a private provider for solid waste services.

12. Pedestrian Connectivity Construction. If the Project is constructed on the Property, Developer agrees to:

- a. build the sidewalks along the Property's frontage with U.S. 70 East and all facilities necessary to connect that sidewalk to the existing sidewalk located in front of the existing Corbinton Commons development.
- b. make the improvements on the Concept Plan, including the 6' asphalt perimeter trail and repairs to the existing wooden bridge at the SE corner of the Property.

All sidewalks will be constructed according to the standards and specifications set forth in the UDO, the Town of Hillsborough Street Manual, and Street Construction Standard Specifications set forth in Appendix A to Chapter 7 of the Town of Hillsborough Code of Ordinances in effect on the Effective Date. Pedestrian facilities constructed pursuant to this Section 10 will be completed and ready for final inspection no later than the date the application for the

twentieth certificate of occupancy (“CO”) for the Project is submitted. Notwithstanding the foregoing and except as provided in the following sentence, the Town may not withhold the approval of COs for the Project for failure to complete pedestrian facilities consistent with this Section 10. The sidewalks must be accepted for dedication by the Town, and the perimeter trail, bridge, and connections to existing facilities must be complete prior to issuance of the final five COs for the Project and will be subject to a public access easement in the final recorded plat. The parties expressly agree that the perimeter trail will be a 6-foot asphalt path available for public use and not dedicated to the Town.

13. **Water and Sewer Allocation.** Upon the availability of construction drawings and additional engineering information, the Parties shall execute a Water and Sewer Extension Contract (the “Extension Contract”) which will, govern the terms under which the Town will provide water and sewer service to the Project. The Town and Developer hereby agree that the following terms will be included in the final WSEC:

- a. The Town will reserve full water and sewer capacity for the Project, specifically for up to 67 attached dwelling units and irrigation meters and resident amenities depicted on the Concept Plan, on the Property. The Town will provide full water and sewer service as soon as it is available, but no later than June 30, 2028.
- b. The Project will be developed with two (2) master meters with backflow prevention assemblies for the development.
- c. The water infrastructure for the Project shall be developed with two (2) points of connection for water lines, with an in-line valve in between.
- d. Developer shall complete and test the water lines and sewer line connecting the Project to the Corbinton Commons pump station prior to connection.
- e. Developer shall otherwise comply with the requirements of the UDO, the Developer/Engineer Checklist for Projects Involving Town of Hillsborough Water and Sewer Utilities in effect when the Project is connected, the standard requirements of the WSEC, and any applicable federal and state laws and regulations.

14. **Local Development Permits.** In accordance with G.S. 160D-1001(d), the development authorized by this Agreement shall comply with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of the Property, including laws governing permitted uses of the Property, density, intensity, design, and improvements.

The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project.

15. **Good Standing.** The Developer shall pay required development fees, including system development fees, and fees-in-lieu pursuant to the applicable Town ordinances at such time as they would ordinarily become due and in the amounts set forth in the fee schedule in effect at the time the fees are due. The Town may require the payment of such fees before accepting the Developer's development permit applications for the Property for review.

16. **Amendment; Modification; Termination; or Extension of the Agreement Term.** This Agreement may be amended, modified, terminated, or extended by the mutual consent of both Parties. The modifications below shall be considered Major Modifications and require the same procedures as required by North Carolina law for the adoption of a development agreement. All other modifications shall be considered Minor Modifications and shall be reviewed and approved administratively, to the extent allowed by law, by the Town of Hillsborough Planning Director (the "Planning Director").

- a. An increase or decrease in the acreage of the Property subject to this Agreement of more than five (5) percent.
- b. A change in the Agreement Term.

17. **Recordation/Binding Effect.** Within 14 days after the Effective Date, Developer shall record this Agreement in the Orange County Register of Deeds (the "Registry"). The benefits and burdens under this Agreement shall inure to and be binding upon the parties and their successors and assigns. All of the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

18. **Force Majeure.** In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable

control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, lawful work stoppages ordered by a governmental entity, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. If written notice of such delay is given to the other party after the commencement of such delay, an extension of time for such cause shall be deemed granted for the period of the enforced delay, or longer as may be mutually agreed to by the parties.

19. **Disclaimer of Joint Venture, Partnership and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among the parties, or to impose any partnership obligation or liability upon such parties.
20. **No Third Party Beneficiaries.** The Agreement is not intended to and does not confer any right or benefit on any third party that is not a party.
21. **Notices.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the 5th business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Town: Town of Hillsborough
 Attn: Shannan Campbell
 101 E. Orange St.
 Hillsborough, NC 27278
 Shannan.Campbell@hillsboroughnc.gov

w/ a copy, which shall not constitute notice, to:

Bob Hornik, Town Attorney
Town of Hillsborough
1526 E. Franklin St., Suite 200
Chapel Hill, NC 27514
hornik@broughlawfirm.com

and

Town Manager
Town of Hillsborough
101 E. Orange St.
Hillsborough, NC 27278

Developer: The Kalikow Group
KEPSC Hillsborough, LLC
c/o Ed Kalikow
7001 Brush Hollow Road
Suite 200
Westbury, NY 1150

w/ a copy, which shall not constitute notice, to:

Robin Tatum
Smith Anderson
150 Fayetteville Street, Ste. 2800
Raleigh, NC 27601
rtatum@smithlaw.com

22. **Entire Agreement.** This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the parties relative to this Agreement and the Property. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the UDO or the Zoning as of the Effective Date.

23. **Assignment.** The Developer may at any time and from time to time assign its rights and responsibilities hereunder, which assignee and subsequent assigns shall retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer. The Developer shall provide the Town with prior written notice of any assignment and a written assignment of rights and responsibilities expressly

acknowledging the assignee's agreement to the terms of this Agreement, shall be executed by the Developer and the assignee and recorded in the Registry. A deed from Developer to a subsequent owner shall be deemed to assign the conveying Developer's rights and obligations under this Agreement to the subsequent owner and this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Any violation of the terms and conditions of this Agreement occurring after such an assignment will be the responsibility of the then current Developer in violation.

24. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. Any reference in this Agreement to a North Carolina General Statute be deemed to include any successor or replacement statute as to the same matters subject to the statute that has been succeeded or replaced. Venue for any disputes arising from this Agreement shall be the Superior Court of Orange County, North Carolina.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Termination.** Unless the Agreement Term is extended by the Town and Developer, this Agreement shall terminate on the earlier of the expiration of the Agreement Term or by agreement of the parties. Notwithstanding the foregoing, the Developer shall have the unilateral right to terminate this Agreement upon any change in the Developer's plan for development that renders this Agreement inapplicable, in which case the Town shall be relieved of all obligations hereunder. Any termination other than by expiration of the Agreement Term shall be recorded in the Registry.
27. **No Deemed Waiver.** Failure of a party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.
28. **Severability.** If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the

extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

29. **Authority**. Each party represents it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement on behalf of such party has the authority to bind that party.
30. **Construction**. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
31. **Lender Protections**. Any lender of Developer (or any successor-in-title thereto) having a security interest in all or a part of the Property (a "Secured Lender") may give written notice to the Town of its security interest (a "Lender Notice"). If a Secured Lender provides a Lender Notice, then the Town shall copy the Secured Lender on any notice of default given to Developer (or any successor-in-title thereto), and the Secured Lender shall have 30 days, or such applicable longer cure period given to Developer (or any successor-in-title thereto), to cure the alleged default.
32. **Estoppel**. At any time and from time to time, Town shall deliver, to the extent accurate and permitted by law, within 45 days after Developer's (or any other owner of the Property's) written request, a written statement addressed to the requesting party, and if requested, its Secured Lender and any proposed purchaser or investor in the Property that to the best of its knowledge: (1) that this Agreement is in full force and effect; (2) that it acknowledges that this Agreement has not been amended or modified, or if so amended, acknowledges the accurateness of the amendments provided by the requestor; and (3) whether, to the knowledge of the Town, Developer (or the requesting party) is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the Town, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute default, and, if so, specifying each such event.
33. **Non-Discrimination**. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical

disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Agreement or its performance. This provision is incorporated into the Agreement for the benefit of the Town of Hillsborough and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Agreement.

SIGNATURE PAGES FOLLOW.

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

Pursuant to N.C.G.S. 160D-1005, this Development Agreement came before the Town of Hillsborough Board of Commissioners on February 19, 2026 for a duly noticed legislative hearing. Based on the information presented at the February 19, 2026 hearing, the Town of Hillsborough Board of Commissioners determined that the Town entering into this Development Agreement is in the public interest as it provides a contribution to affordable housing and pedestrian infrastructure, approved this Development Agreement, and authorized the Town Manager to execute the same.

TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: _____(SEAL)

Name: Eric Peterson

Title: Town Manager

Date: _____

Attest: _____

Town Clerk

STATE OF NORTH CAROLINA TOWN ACKNOWLEDGEMENT
COUNTY OF ORANGE

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk, and Eric Peterson is the Town Manager of the Town of Hillsborough, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by said Acting Town Clerk & Treasurer and that the said seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this the ____ day of _____, 20____,

Printed Name: _____

Notary Public

(Seal)

My Commission Expires:

Approval as to Form:

Town Attorney

Certificate of Town of Hillsborough Finance Officer

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

Finance Officer
KEPSC HILLSBOROUGH, LLC

Date

a North Carolina limited liability company

By: _____

[Authorized Signatory]

STATE OF _____

_____ COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated: _____.

Witness my hand and official seal this the ____ day of _____, 20____,

_____, Notary

Public

[Affix Notary Stamp or Seal]

My Commission Expires:

EXHIBIT A

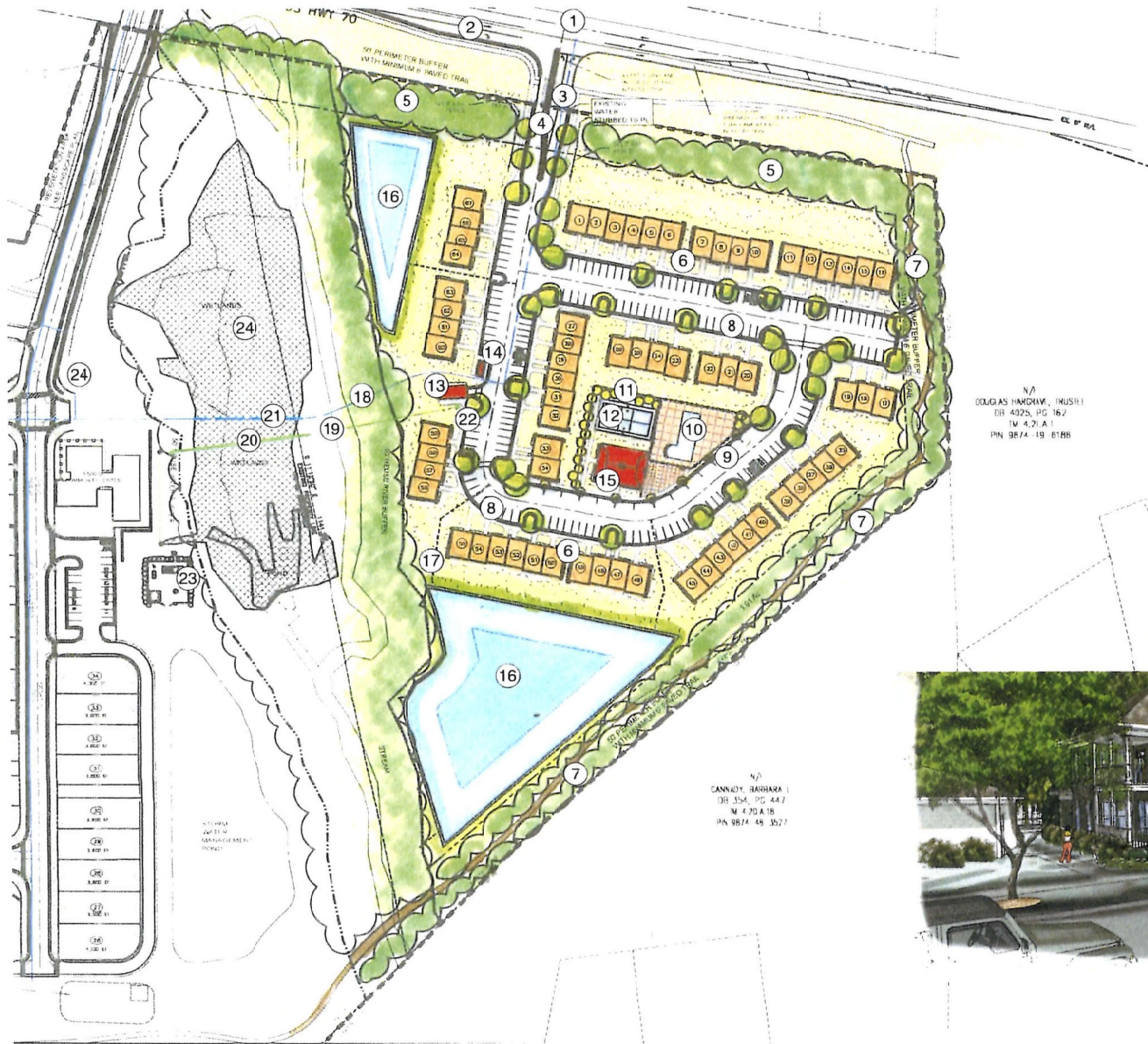
Property Description

BEING in Orange County, North Carolina, and being more particularly described as follows:

(Add) BEGINNING at an existing iron pipe which has North Carolina Grid coordinates of North = 849,101.43 feet and East = 1,974,584.86 feet, said point being the POINT OF BEGINNING; thence South 48 degrees 32 minutes 14 seconds West, a distance of 696.76 feet to an existing iron pipe; thence South 45 degrees 01 minutes 13 seconds West, a distance of 196.49 feet to a point; thence North 11 degrees 12 minutes 20 seconds West, a distance 1141.26 feet to a point on the southern right-of-way of U.S. Highway 70 Bypass; thence along said right-of-way South 79 degrees 07 minutes 42 seconds East, a distance of 883.84 feet to an iron pipe set; thence South 02 degrees 25 minutes 29 seconds East, a distance of 352.88 feet to an existing iron pipe, the POINT OF BEGINNING, containing 13.41 acres, more or less.

EXHIBIT B
Concept Plan

EXHIBIT B



SKETCH BREAKDOWN:

TOTAL PARCEL: +/- 13.41 AC

TOTAL DWELLING UNITS (DU): 67
 UNIT FOOTPRINTS:
 END: 25'X38'
 INTERIOR: 22'X38'

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ALL STREETS PRIVATE

TRASH PICK BY PRIVATE VENDOR VIA COMPACTOR

WATER SYSTEM TO LOOP FROM ENTRANCE TO EXISTING WESTERN SYSTEM

SEWER TO CONNECT TO PUMP STATION

- CONCEPT KEY:**
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 22. EXISTING EAST SIDE RECEIVING MANHOLE
 23. EXISTING PUMP STATION
 24. EXISTING SUBDIVISION



ARCHITECTURAL CONCEPT

SUBJECT TO REGULATORY AGENCY REVIEW AND APPROVAL

SCALE: 1"=120'

Front Street
 DESIGN & CONSULTING
 P.O. Box 254
 Folly Beach, SC 29439
 tel 843 588 5021
 www.frontstreetdesign.com

TOWNHOME SKETCH PLAN

CORBINTON
 HILLSBOROUGH, NC

PROJECT #	06/06/2024
TITLE	11/02/2020
SCALE	1"=120'
RESPONSIBLE	EYC/gsk
DATE	

1

1

NORTH



ORDINANCE

Amending the Official Zoning Map of the Town of Hillsborough, NC

715 U.S. Highway 70 East (Parcel Identification Number 9874490155)

WHEREAS, a request has been made to amend the Official Zoning Map for the Town of Hillsborough, specifically to rezone 13.41 acres at 715 U.S. Highway 70 East (PIN # 9874490155), the legal description of which can be found in Deed Book 5843, Page 457 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 from Assisted Living Neighborhood (ALN) to Multi-Family (MF).
- 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 _____ day of _____ in the year 2026.

Ayes:	
Noes:	
Absent or excused:	

Sarah E. Kimrey, Town Clerk



CONSISTENCY STATEMENT

Pursuant to North Carolina General Statute § 160D-605
Request to Amend Hillsborough's Official Zoning Map
715 U.S. Highway 70 East (PIN: 9874-49-0155)
Month DD, Year

The Hillsborough Board of Commissioners has reviewed a request from KEPSC Hillsborough LLC to rezone the parcel identified as 715 U.S. Highway 70 East (PIN 9874-49-0155) from Assisted Living Neighborhood (ALN) to Multi-Family (MF). The town board has determined the proposed action is consistent with the town's Comprehensive Sustainability Plan because:

- Section 1.** The proposed amendment is **consistent** with the Comprehensive Sustainability Plan (CSP), specifically the following goal, strategy, and action of the plan:
- (a) 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.
 - (b) Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.
 - (c) 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.
- Section 2.** The proposed map amendment is **reasonable** because it **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and **promotes** the public health, safety, and welfare because it will create additional rental housing and add to 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 ____ day of _____ in the year 2026.

Ayes:
Noes:
Absent or excused:

Sarah E. Kimrey, Town Clerk

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF ORANGE

This Development Agreement (the "Agreement") is made and entered into as of the ____ day of _____ by and among **KEPSC HILLSBOROUGH, LLC**, a North Carolina limited liability company (the "Developer"), and the **Town of Hillsborough**, North Carolina ("Town"), a municipal corporation of the State of North Carolina.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 13.41-acre parcel within the corporate limits of the Town of Hillsborough, located at 715 U.S. Highway 70 East, with parcel identification number 9874-49-0155 (the "Property").

WHEREAS, Developer requested and the Town approved a General Use Rezoning Request to amend the Official Zoning Map of the Town to rezone the Property from ALN to MF, Ordinance ____ (the "Zoning").

WHEREAS, the Developer sought the rezoning to facilitate plans to develop the Property for attached dwellings (20+ units).

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing, and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remains stable throughout the extended period of development.

WHEREAS, the Town is authorized to enter into this agreement pursuant to N.C.G.S. § 160D-1001(b) and 160D-1003, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160D-1001(a) and the Town Board of Commissioners has determined that it is in the best interests of the citizens to do so.

WHEREAS, North Carolina General Statutes (“G.S.”) 160D-1001(b) and 160D-1003 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of G.S. 160D-1001 through 160D-1012 for projects that require long-term commitments of both public and private resources.

WHEREAS, the Town and Developer desire to enter into this Agreement for the purposes of furthering the Town’s and the Developer’s mutual goal of providing high-quality, attainable housing in the Town and coordinating the necessary infrastructure and other facilities to serve the Property and the community at large.

NOW, THEREFORE, based on the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties hereby agree as follows:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.
2. **Public Hearing**. Pursuant to Section 160D-1005 and Section 160D-602 of the North Carolina General Statutes, the Town conducted a public hearing on February 19, 2026, to consider the approval and execution of this Agreement in accordance with the procedures set out in Section 160D-1005. Public notice was duly given, and the notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property, and a place where a copy of the Agreement may be obtained. The Town Board approved this Agreement and the Town executed the same.
3. **Property Subject to Agreement**. The Property subject to this Agreement is described in **Exhibit A**.
4. **Term**. The term of this Agreement shall commence on the date that all parties hereto have executed this Agreement (the “Effective Date”) and shall terminate on the date that is 10 years after the Effective Date, unless sooner terminated by the mutual consent of the parties (or their successors in interest), or unless extended by the mutual consent of the parties (or their successors in interest).
5. **Development Uses**. The development uses permitted on the Property shall be all uses permitted in compliance with this Agreement, the Zoning, the Town of Hillsborough Unified Development Ordinances (“UDO”) and other applicable laws existing on the Effective Date of this Agreement.

The Town and Developer agree that this Agreement, the Zoning, and other applicable laws permit the Developer to construct up to 67 attached dwelling units on the Property generally consistent with the concept plan attached hereto as **Exhibit B** (the “Concept Plan”).

The precise location of buildings, parking areas, and interior drives will be shown on a final site plan (the “Site Plan”) to be prepared by Developer following execution of this Agreement and reviewed administratively by Town Staff.

If attached dwelling units are constructed on the Property consistent with the Concept Plan (the “Project”):

- a. Only one entrance will be required for the development, unless additional entrances are required by the North Carolina Fire Code and approved by the Fire Marshal.
- b. The Property will not be subdivided into lots.

6. **Affordability.** For the benefit of the public health, safety and welfare, and recognizing that there is a need in the Town for housing that is affordable and attainable for lower income residents, the Developer shall donate \$40,000 to the Town’s Affordable Housing Fund (the “Affordable Housing Donation”) when water and sewer service is made available to the Property. The Affordable Housing Donation will be paid to the Town of Hillsborough no later than the time a Water and Sewer Extension Contract (WSEC) is signed to provide water and sewer service to the Property. The parties acknowledge and agree that the Affordable Housing Donation is a condition of the Town providing water and sewer service to the Property, even if the development is other than that according to the Concept Plan.

7. **Law in Effect at Time of the Agreement Governs the Development; Vested Rights.**

Except as provided in G.S. 160D-1007, G.S. 160D-1010(b), and this Agreement, the Town may not apply subsequently adopted Town regulations to the Property during the Agreement Term without the written consent of Developer. During the Agreement Term, Developer shall have a vested right to develop the Property in accordance with (i) this Agreement, (ii) the Zoning, (iii) the UDO, (iv) Town regulations, and (v) any other applicable laws, all of the foregoing (i) through (v) as they exist on the Effective Date. In accordance with G.S. 160D-106, the parties agree, intend, and understand that all conditions,

terms, restrictions, or other requirements applicable to the Project and reasonably determined to be necessary by the Town for the public health, safety, or welfare of its citizens, are provided for by the foregoing (i) through (v) as they exist on the Effective Date. This Agreement does not abrogate any rights that may vest pursuant to statutory or common law or otherwise in the absence of this Agreement. If the Town adopts new, different, or amended development regulations that Developer views as more favorable to the Project than the regulations in effect at the time of adoption of this Agreement, Developer may elect to be bound by the new regulations or ordinance (the "After-Adopted Regulation") without any further agreement from the Town. In the event that Developer elects to be bound by the After-Adopted Regulation, Developer will communicate that fact to the Planning Director in writing and note such change on any future permit applications affected by the change.

8. **Development Moratoria.** Absent an imminent threat to public health or safety, no development moratorium shall apply to the Property so long as this Agreement exists; the Town recognizes that all rights established by this Agreement have vested for the Term of the Agreement.
9. **Good Faith.** The Parties acknowledge and understand that Sections 5, 7, and 8 impose a duty of good faith performance and fair dealing on all Parties and that neither Party knows as of the Effective Date any reason it or any other Party cannot perform or abide by these sections so as to confer on each Party the full benefits of this Agreement.
10. **Public Facilities.** Developer shall be responsible for installation and/or repairs of all of the items below in accordance with the UDO.
 - a. Construction of streets, with curb and gutter, within the Property reasonably necessary to serve development on the Property. All streets constructed on the Property must meet UDO requirements for private streets.
 - b. Stormwater facilities serving the Property.
 - c. Construction of utility lines within the Property to serve the Project, including water, sewer, and electric lines.
 - d. Any and all additional facilities reflected in the Water and Sewer Extension Contract, as described in paragraph 12 below.
 - e. Sidewalks along the Property's frontage with U.S. 70 East, as generally shown on the Concept Plan, including connections with the

sidewalk installed for the Corbinton Commons development and the perimeter walking trail.

- f. Walking trail on the perimeter of the Property.
- g. Necessary repairs to or restoration of the existing pedestrian bridge or construction of a new pedestrian bridge located at the southeast corner of the Property. Any repairs or restoration of the existing pedestrian bridge shall bring the bridge into compliance with the applicable provisions of the Building Code.

11. Traffic and Roadways; Emergency Access; Solid Waste Services.

Developer shall install all improvements required by the UDO, the Town of Hillsborough Street Manual, the North Carolina Building Code, the North Carolina Fire Prevention Code, and any other applicable regulations for the Project in effect on the Effective Date. Developer and the Town acknowledge and agree that if the Project is constructed, all roadways internal to the project, except any access road connecting the internal roadways to U.S. 70 E, will be private roads and alleys.

Developer and the Town further acknowledge and agree that if the Project is constructed, the Project will not receive solid waste collection services from the Town and shall be required to contract with a private provider for solid waste services.

12. Pedestrian Connectivity Construction. If the Project is constructed on the Property, Developer agrees to:

- a. build the sidewalks along the Property's frontage with U.S. 70 East and all facilities necessary to connect that sidewalk to the existing sidewalk located in front of the existing Corbinton Commons development.
- b. make the improvements on the Concept Plan, including the 6' asphalt perimeter trail and repairs to the existing wooden bridge at the SE corner of the Property.

All sidewalks will be constructed according to the standards and specifications set forth in the UDO, the Town of Hillsborough Street Manual, and Street Construction Standard Specifications set forth in Appendix A to Chapter 7 of the Town of Hillsborough Code of Ordinances in effect on the Effective Date. Pedestrian facilities constructed pursuant to this Section 10 will be completed and ready for final inspection no later than the date the application for the

twentieth certificate of occupancy (“CO”) for the Project is submitted. Notwithstanding the foregoing and except as provided in the following sentence, the Town may not withhold the approval of COs for the Project for failure to complete pedestrian facilities consistent with this Section 10. The sidewalks must be accepted for dedication by the Town, and the perimeter trail, bridge, and connections to existing facilities must be complete prior to issuance of the final five COs for the Project and will be subject to a public access easement in the final recorded plat. The parties expressly agree that the perimeter trail will be a 6-foot asphalt path available for public use and not dedicated to the Town.

13. **Water and Sewer Allocation.** Upon the availability of construction drawings and additional engineering information, the Parties shall execute a Water and Sewer Extension Contract (the “Extension Contract”) which will, govern the terms under which the Town will provide water and sewer service to the Project. The Town and Developer hereby agree that the following terms will be included in the final WSEC:

- a. The Town will reserve full water and sewer capacity for the Project, specifically for up to 67 attached dwelling units and irrigation meters and resident amenities depicted on the Concept Plan, on the Property. The Town will provide full water and sewer service as soon as it is available, but no later than June 30, 2028.
- b. The Project will be developed with two (2) master meters with backflow prevention assemblies for the development.
- c. The water infrastructure for the Project shall be developed with two (2) points of connection for water lines, with an in-line valve in between.
- d. Developer shall complete and test the water lines and sewer line connecting the Project to the Corbinton Commons pump station prior to connection.
- e. Developer shall otherwise comply with the requirements of the UDO, the Developer/Engineer Checklist for Projects Involving Town of Hillsborough Water and Sewer Utilities in effect when the Project is connected, the standard requirements of the WSEC, and any applicable federal and state laws and regulations.

14. **Local Development Permits.** In accordance with G.S. 160D-1001(d), the development authorized by this Agreement shall comply with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of the Property, including laws governing permitted uses of the Property, density, intensity, design, and improvements.

The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project.

15. **Good Standing.** The Developer shall pay required development fees, including system development fees, and fees-in-lieu pursuant to the applicable Town ordinances at such time as they would ordinarily become due and in the amounts set forth in the fee schedule in effect at the time the fees are due. The Town may require the payment of such fees before accepting the Developer's development permit applications for the Property for review.

16. **Amendment; Modification; Termination; or Extension of the Agreement Term.** This Agreement may be amended, modified, terminated, or extended by the mutual consent of both Parties. The modifications below shall be considered Major Modifications and require the same procedures as required by North Carolina law for the adoption of a development agreement. All other modifications shall be considered Minor Modifications and shall be reviewed and approved administratively, to the extent allowed by law, by the Town of Hillsborough Planning Director (the "Planning Director").

- a. An increase or decrease in the acreage of the Property subject to this Agreement of more than five (5) percent.
- b. A change in the Agreement Term.

17. **Recordation/Binding Effect.** Within 14 days after the Effective Date, Developer shall record this Agreement in the Orange County Register of Deeds (the "Registry"). The benefits and burdens under this Agreement shall inure to and be binding upon the parties and their successors and assigns. All of the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

18. **Force Majeure.** In addition to specific provisions of this Agreement, no party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's reasonable

control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, lawful work stoppages ordered by a governmental entity, interference duly caused by any other party, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control or due to interference by another party, any date or times by which the parties are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party. If written notice of such delay is given to the other party after the commencement of such delay, an extension of time for such cause shall be deemed granted for the period of the enforced delay, or longer as may be mutually agreed to by the parties.

19. **Disclaimer of Joint Venture, Partnership and Agency.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among the parties, or to impose any partnership obligation or liability upon such parties.
20. **No Third Party Beneficiaries.** The Agreement is not intended to and does not confer any right or benefit on any third party that is not a party.
21. **Notices.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the 5th business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Town: Town of Hillsborough
 Attn: Shannan Campbell
 101 E. Orange St.
 Hillsborough, NC 27278
 Shannan.Campbell@hillsboroughnc.gov

w/ a copy, which shall not constitute notice, to:

Bob Hornik, Town Attorney
Town of Hillsborough
1526 E. Franklin St., Suite 200
Chapel Hill, NC 27514
hornik@broughlawfirm.com

and

Town Manager
Town of Hillsborough
101 E. Orange St.
Hillsborough, NC 27278

Developer: The Kalikow Group
KEPSC Hillsborough, LLC
c/o Ed Kalikow
7001 Brush Hollow Road
Suite 200
Westbury, NY 1150

w/ a copy, which shall not constitute notice, to:

Robin Tatum
Smith Anderson
150 Fayetteville Street, Ste. 2800
Raleigh, NC 27601
rtatum@smithlaw.com

22. **Entire Agreement.** This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the parties relative to this Agreement and the Property. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the UDO or the Zoning as of the Effective Date.

23. **Assignment.** The Developer may at any time and from time to time assign its rights and responsibilities hereunder, which assignee and subsequent assigns shall retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer. The Developer shall provide the Town with prior written notice of any assignment and a written assignment of rights and responsibilities expressly

acknowledging the assignee's agreement to the terms of this Agreement, shall be executed by the Developer and the assignee and recorded in the Registry. A deed from Developer to a subsequent owner shall be deemed to assign the conveying Developer's rights and obligations under this Agreement to the subsequent owner and this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Any violation of the terms and conditions of this Agreement occurring after such an assignment will be the responsibility of the then current Developer in violation.

24. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of North Carolina. Any reference in this Agreement to a North Carolina General Statute be deemed to include any successor or replacement statute as to the same matters subject to the statute that has been succeeded or replaced. Venue for any disputes arising from this Agreement shall be the Superior Court of Orange County, North Carolina.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Termination.** Unless the Agreement Term is extended by the Town and Developer, this Agreement shall terminate on the earlier of the expiration of the Agreement Term or by agreement of the parties. Notwithstanding the foregoing, the Developer shall have the unilateral right to terminate this Agreement upon any change in the Developer's plan for development that renders this Agreement inapplicable, in which case the Town shall be relieved of all obligations hereunder. Any termination other than by expiration of the Agreement Term shall be recorded in the Registry.
27. **No Deemed Waiver.** Failure of a party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.
28. **Severability.** If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the

extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

29. **Authority**. Each party represents it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement on behalf of such party has the authority to bind that party.
30. **Construction**. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.
31. **Lender Protections**. Any lender of Developer (or any successor-in-title thereto) having a security interest in all or a part of the Property (a "Secured Lender") may give written notice to the Town of its security interest (a "Lender Notice"). If a Secured Lender provides a Lender Notice, then the Town shall copy the Secured Lender on any notice of default given to Developer (or any successor-in-title thereto), and the Secured Lender shall have 30 days, or such applicable longer cure period given to Developer (or any successor-in-title thereto), to cure the alleged default.
32. **Estoppel**. At any time and from time to time, Town shall deliver, to the extent accurate and permitted by law, within 45 days after Developer's (or any other owner of the Property's) written request, a written statement addressed to the requesting party, and if requested, its Secured Lender and any proposed purchaser or investor in the Property that to the best of its knowledge: (1) that this Agreement is in full force and effect; (2) that it acknowledges that this Agreement has not been amended or modified, or if so amended, acknowledges the accurateness of the amendments provided by the requestor; and (3) whether, to the knowledge of the Town, Developer (or the requesting party) is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and (4) whether, to the knowledge of the Town, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute default, and, if so, specifying each such event.
33. **Non-Discrimination**. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical

disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Agreement or its performance. This provision is incorporated into the Agreement for the benefit of the Town of Hillsborough and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Agreement.

SIGNATURE PAGES FOLLOW.

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

Pursuant to N.C.G.S. 160D-1005, this Development Agreement came before the Town of Hillsborough Board of Commissioners on February 19, 2026 for a duly noticed legislative hearing. Based on the information presented at the February 19, 2026 hearing, the Town of Hillsborough Board of Commissioners determined that the Town entering into this Development Agreement is in the public interest as it provides a contribution to affordable housing and pedestrian infrastructure, approved this Development Agreement, and authorized the Town Manager to execute the same.

TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: _____(SEAL)
Name: Eric Peterson
Title: Town Manager
Date: _____

Attest: _____
Town Clerk

STATE OF NORTH CAROLINA TOWN ACKNOWLEDGEMENT
COUNTY OF ORANGE

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk, and Eric Peterson is the Town Manager of the Town of Hillsborough, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by said Town Clerk and that the said seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this the ____ day of _____, 20____,

Printed Name: _____
Notary Public

My commission expires: _____

Approval as to Form:

Town Attorney

Certificate of Town of Hillsborough Finance Officer

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

Finance Officer

Date

KEPSC HILLSBOROUGH, LLC

a North Carolina limited liability company

By: _____

[Authorized Signatory]

STATE OF _____

_____ COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity indicated: _____.

Witness my hand and official seal this the ____ day of _____, 20____,

_____, Notary

Public

[Affix Notary Stamp or Seal]

My Commission Expires:

EXHIBIT A

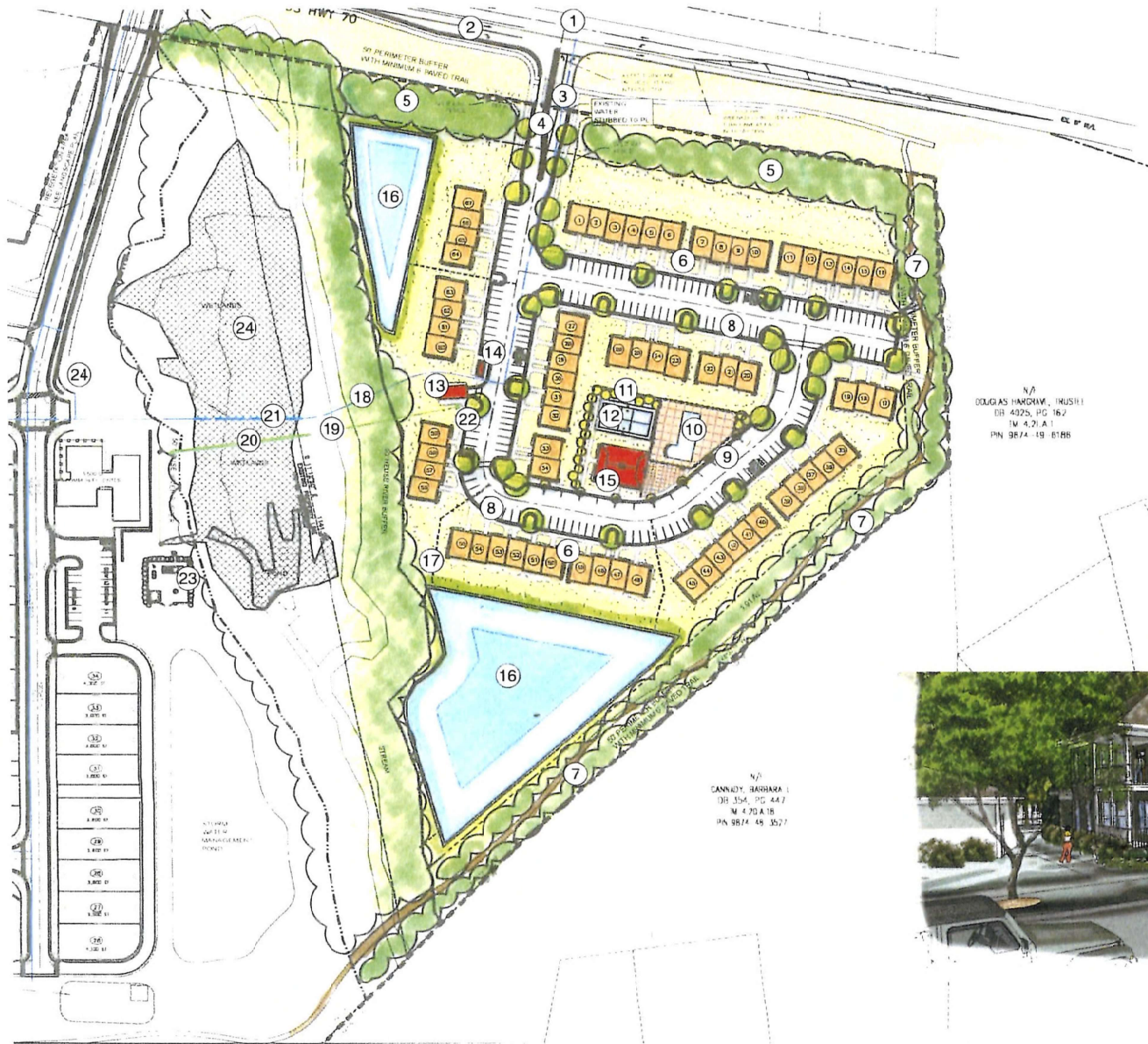
Property Description

BEING in Orange County, North Carolina, and being more particularly described as follows:

(Add) BEGINNING at an existing iron pipe which has North Carolina Grid coordinates of North = 849,101.43 feet and East = 1,974,584.86 feet, said point being the POINT OF BEGINNING; thence South 48 degrees 32 minutes 14 seconds West, a distance of 696.76 feet to an existing iron pipe; thence South 45 degrees 01 minutes 13 seconds West, a distance of 196.49 feet to a point; thence North 11 degrees 12 minutes 20 seconds West, a distance 1141.26 feet to a point on the southern right-of-way of U.S. Highway 70 Bypass; thence along said right-of-way South 79 degrees 07 minutes 42 seconds East, a distance of 883.84 feet to an iron pipe set; thence South 02 degrees 25 minutes 29 seconds East, a distance of 352.88 feet to an existing iron pipe, the POINT OF BEGINNING, containing 13.41 acres, more or less.

EXHIBIT B
Concept Plan

EXHIBIT B



SKETCH BREAKDOWN:

TOTAL PARCEL: +/- 13.41 AC
 TOTAL DWELLING UNITS (DU): 67
 UNIT FOOTPRINTS:
 END: 25'X38'
 INTERIOR: 22'X38'
 PARKING: 180 TOTAL (7 ACCESSIBLE)
 UNIT PARKING: 134 SP
 OVERFLOW: 30 SP
 AMENITY: 16 SP
 ALL STREETS PRIVATE
 TRASH PICK BY PRIVATE VENDOR VIA COMPACTOR
 WATER SYSTEM TO LOOP FROM ENTRANCE TO EXISTING WESTERN SYSTEM
 SEWER TO CONNECT TO PUMP STATION

CONCEPT KEY:

1. US HWY 70
2. EXISTING TURN LANES
3. EXISTING WATER TAP
4. PROJECT ENTRANCE
5. 50' BUFFER
6. TOWNHOME UNITS (TYP)
7. 50' BUFFER WITH WALKING TRAIL
8. RESIDENT AND OVERFLOW PARKING
9. AMENITY PARKING
10. POOL AND POOL DECK
11. ACTIVITY BUFFER
12. PICKLEBALL COURT
13. COMPACTOR
14. MAIL KIOSK
15. AMENITY PAVILION
16. STORM WATER MANAGEMENT PONDS
17. STORM WATER CONNECTIONS
18. WATERLINE LOOP TO WEST SYSTEM
19. SANITARY SEWER CONNECTION TO PUMP STATION
20. EXISTING SANITARY SEWER BORE UNDER WETLANDS
21. WATER SYSTEM BORE UNDER WETLANDS
22. EXISTING EAST SIDE RECEIVING MANHOLE
23. EXISTING PUMP STATION
24. EXISTING SUBDIVISION

N/A
 DOUGLAS HARDWAY, INUSII
 DR 4025, PG 162
 M 4.21.A1
 PN 9874-19-6188

N/A
 CANNODY, BARBARA L
 DR 354, PG 447
 M 4.70.A.18
 PA 9874-19-3527



ARCHITECTURAL CONCEPT

SUBJECT TO REGULATORY AGENCY REVIEW AND APPROVAL

SCALE: 1"=120'

Front Street
 DESIGN & CONSULTING
 P.O. Box 254
 Folly Beach, SC 29439
 tel 843 588 5021
 www.frontstreetdesign.com

TOWNHOME SKETCH PLAN
 CORBINTON
 HILLSBOROUGH, NC

PROJECT #	06/06/2024
DATE	11/02/2020
SCALE	1"=120'
RESPONSIBLE	EYC/gsk
DATE	

1
 1
 NORTH



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

General use rezoning request for 715 US Highway 70 East (PIN 9874490155) with development agreement

March 19, 2026

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed an application from KEPSC LLC to rezone a parcel of approximately 13.44 acres in area at 715 US Highway 70 East (PIN 9874490155) from Assisted Living Neighborhood (ALN) to Multi-Family (MF); and

WHEREAS, North Carolina General Statute 160D-604 (Planning Board Review and Comment), paragraphs (b) (Zoning Amendments) and (d) (Plan Consistency), require that, when considering a proposed zoning map amendment, the Planning Board must advise and comment on whether the amendment is consistent with any adopted comprehensive or land-use plan, and any other applicable, officially adopted plan. The Planning Board must then provide a written recommendation to the Town Board of Commissioners addressing plan consistency and other matters deemed appropriate; and

WHEREAS, UDO §3.7.10 (Planning Board Recommendation) requires the written report be delivered to the Town Board of Commissioners within 30 days of the amendment's initial referral to the Planning Board; and

WHEREAS, after deliberation of the requested amendment, the Hillsborough Planning Board finds the following:

1. The proposed amendment **IS CONSISTENT with the Town of Hillsborough Comprehensive Sustainability Plan:**

- Land Use and Development Goal 1: 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 map amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by creating additional single-family attached housing opportunities in the Town of Hillsborough near existing amenities and resources, such as a school and a grocery store.

WHEREFORE, upon a motion by Carrie Winkler, seconded by Robert Iglesias, the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes: 6 (Hooper Schultz, Sherra Lawrence, Jeanette Benjey, Robert Iglesias, Kimberly Landaverde, and Carrie Winkler)

Noes: 0

Absent: 1 (Sean Kehoe)

NOW, THEREFORE, the Board hereby **RECOMMENDS** that the Town Board of Commissioners **APPROVE** the requested zoning map amendment and development agreement.

Hooper Schultz

Hooper Schultz, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: Mar 20, 2026



CONSISTENCY STATEMENT

Pursuant to North Carolina General Statute § 160D-605

Request to amend the Official Zoning Map of the Town of Hillsborough
715 U.S. Highway 70 East (PIN 9874-49-0155)

June 22, 2026

The Hillsborough Board of Commissioners has reviewed a request from KEPSC Hillsborough LLC to rezone the parcel identified as 715 U.S. Highway 70 East (PIN 9874-49-0155) from Assisted Living Neighborhood to Multi-Family. The town board has determined the proposed action is consistent with the town's Comprehensive Sustainability Plan because:

Section 1. The proposed amendment is **consistent** with the Comprehensive Sustainability Plan, specifically the following goal, strategy, and action in the Land Use and Development chapter of the plan:

- (a) Goal: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth and principles and consider infrastructure constraints such as water and wastewater system capacity.
- (b) Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.
- (c) 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.

Section 2. The proposed map amendment is **reasonable** because it **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and **promotes** the public health, safety, and welfare because it will create additional rental housing and add to 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 22nd day of June in the year 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Official Zoning Map for the Town of Hillsborough, NC 715 U.S Highway 70 East (Parcel Identification Number 9874490155)

WHEREAS, a request has been made to amend the Official Zoning Map for the Town of Hillsborough, specifically to rezone 13.41 acres at 715 U.S. Highway 70 East (PIN # 9874490155), the legal description of which can be found in Deed Book 5843, Page 457 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 from Assisted Living Neighborhood (ALN) to Multi-Family (MF).
- 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 22nd day of June in the year 2026.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk