



Agenda

Board of Commissioners Work Session

7:00 PM March 23, 2026

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

1. Opening of the work session

2. Agenda changes and approval

3. Appointments

- [A.](#) Planning Board – Appointment of Megan Kimball as a town representative for a partial term ending June 30, 2027

4. Items for decision - consent agenda

- [A.](#) Miscellaneous budget amendments and transfers
- [B.](#) Proclamation Recognizing April 2026 as Native Plant Month
- [C.](#) Proclamation Recognizing April 2026 as Sexual Assault Awareness Month
- [D.](#) Proclamation Recognizing March 2026 as American Red Cross Month
- [E.](#) Special Event Permit – 2026 Last Fridays and Art Walk Series
- [F.](#) Tourism Board and Tourism Development Authority Fiscal Year 2026 Budget Amendments
- [G.](#) Authorize a plat signature and accept a donation of land from 2340 Turner End Dr.

5. In-depth discussion and topics

- [A.](#) Special Event Permit – Wooden Nickel Pub’s Zwanz Day
- [B.](#) Annexation interest letter for 211 and 214 Rencher Street (voluntary, non-contiguous request)
- [C.](#) Stormwater Program Update
- [D.](#) Settlement agreement for KEPSC Hillsborough LLC v. Town of Hillsborough

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: March 23, 2026
Department: Community Services
Agenda Section: Appointments
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Molly Boyle, Senior Planner

ITEM TO BE CONSIDERED

Subject: Planning Board – Appointment of Megan Kimball as a town representative for a partial term ending June 30, 2027

Attachments:

Board service application from Megan Kimball

Summary:

Megan Kimball is a Senior Attorney with the Southern Environmental Law Center. She has extensive legal experience with land use, transportation, environmental protection, and local government processes. She currently serves on the Tourism Board and previously served on the Historic District Commission as well.

If appointed, Kimball will assume the remaining term of Tiffney Marley, who left the board in January 2026 to pursue her PhD. After serving her partial term, Kimball will still be eligible to serve two full, three-year terms on the Planning Board.

Financial impacts:

None aside from occasional board training.

Staff recommendation and comments:

Staff recommends appointing Kimball to the Planning Board.

Action requested:

Appoint Megan Kimball to the Planning Board for a partial term ending June 30, 2027.



TOWN OF HILLSBOROUGH

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Personal Information

*** Full name**

Megan Kimball, Megan

*** Home address**

Hillsborough NC 27278-2606

*** Primary phone**

Secondary phone

SKIPPED

*** Email**

Employer

Southern Environmental Law Center

Job title

Senior Attorney

*** Birth date**

*** Gender**

Female

*** Preferred pronouns**

She/her/hers

*** Hispanic, Latino or Spanish ancestry**

No

*** Race**

White

*** Have you attended Government 101 for community members?**

No

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Board Selection

You must meet at least one of the eligibility criteria for each board you would be willing to serve on:

Board of Adjustment

- Live in town
- Live in the extraterritorial jurisdiction area

Historic District Commission

- Live in town
- Live in the extraterritorial jurisdiction area

Parks and Recreation Board

- Live in town

Planning Board

- Live in town
- Live in the extraterritorial jurisdiction area

Tourism Board

- Own or operate a restaurant in town
- Live, own property or be employed in town

Tourism Development Authority

- Live in town
- Own or operate a business collecting lodging tax

First choice board

Section 3, Item A.

Second choice board

****SKIPPED****

Third choice board

****SKIPPED****

Short-Answer Questions

*** Have you served or are you serving on a town board? Which ones and when?**

Yes, I currently serve on the Tourism Board, and I served on the Historic District Commission from 2019-2022.

*** Why do you want to serve on a town board? What would you specifically like to accomplish?**

I want to serve on a Town board because Hillsborough is my home, and I care deeply about its future. This is where I am raising my children, investing my time and energy, and where I plan to live for the long term. As the Triangle region experiences rapid growth, Hillsborough sits at a critical moment—small in scale, rich in history, and increasingly shaped by pressures spilling outward from Wake and Durham counties. I am proud that Hillsborough has already taken a thoughtful, proactive approach to growth, and I want to help ensure that this momentum continues so growth strengthens, rather than erodes, what makes the town special. Professionally, my career has focused on helping communities navigate exactly these kinds of transitions—embracing growth while protecting character, livability, and community values. Hillsborough is already doing much of this well, and serving on a Town board would allow me to contribute experience and perspective in support of the Town’s existing vision, grounded in the values and realities of this community. Specifically, I hope to support policies and decisions that reinforce Hillsborough as a complete, walkable town—not a bedroom community. I care deeply about protecting our historic downtown, expanding safe options for walking, biking, and transit, increasing affordable housing, and ensuring development respects the town’s small-town feel. My goal is to help Hillsborough continue to grow thoughtfully, in a way that remains true to its identity and works for the people who already call it home.

*** Do you have relevant work, volunteer or educational experience for the boards you selected?**

Yes. My professional background and local volunteer service closely align with the responsibilities of Hillsborough’s advisory boards. I am a licensed North Carolina attorney with deep experience in land use, transportation, environmental protection, and local government process. In my current role, I advise communities across North Carolina—including in Chatham, Brunswick, and Stokes Counties—as they navigate growth, infrastructure investment, and community concerns. Earlier in my career, I worked inside local government at the New York City Housing Authority, the largest public housing agency in the country, where I advised staff and leadership on day-to-day operations, procurement, contracts, compliance, and litigation. I also worked at ChangeLab Solutions, advising local governments nationwide on drafting and implementing local ordinances related to housing, public health, and community development. Together, these roles gave me a strong appreciation for how policy choices play out in real communities and the importance of clear, practical decision-making. Locally, I previously served as a Commissioner on the Hillsborough Historic District Commission, where I participated in quasi-judicial hearings and helped guide a comprehensive rewrite of the district’s design standards. I currently serve as Vice Chair of the Hillsborough Tourism Board and as Chair of the Alliance for Historic Hillsborough, overseeing governance, budgeting, compliance, and public-facing programming. These experiences have given me hands-on experience with evidence-based decision-making, public process, balancing competing interests, and translating policy goals into practical outcomes. Equally important, they have reinforced the responsibility that comes with serving a small town—where decisions are personal, impacts are visible, and trust matters.

*** How are you connected to Hillsborough?**

Hillsborough is where my family and my life are rooted. After growing up in Wake Forest, attending UNC–Chapel Hill, and spending ten years living and working in New York City, my husband and I chose to settle in Hillsborough in 2018 to be close to our families and our jobs. We are now raising our children here, and I plan to stay in Hillsborough for the long term. Our daily lives revolve around the things that make Hillsborough special—walking, eating, and shopping downtown; visiting the farmers’ market and library on Saturday mornings; spending time along the Riverwalk and in our many parks; attending community events; and enjoying the historic character that defines the town. Beyond personal ties, I am deeply connected through service. I have served on the Historic District Commission, currently serve on the Tourism Board, and chair the Alliance for Historic Hillsborough. Through this work, I’ve collaborated with Town staff, fellow volunteers, local businesses, and community members to support economic vitality, historic preservation, and more inclusive storytelling. Professionally, Hillsborough also informs my work. Advising fast-growing communities across North Carolina has sharpened my appreciation for Hillsborough’s scale and character—and the importance of protecting them as regional growth accelerates. This town is not just where I live; it is a community I actively invest in and care about deeply.

*** Have you reviewed town plans and other documents available on the town website?**

Yes. I regularly review Town plans, ordinances, and supporting materials, both as a resident and through my volunteer service. Serving on Town boards has required me to engage closely with adopted plans, design standards, budget documents, and policy guidance to ensure decisions align with stated goals and legal requirements. As a resident, I have participated in public comment and surveys on the plans too. I am familiar with the Town’s Comprehensive Sustainability Plan and Strategic Plan, and I appreciate how clearly they articulate Hillsborough’s commitment to smart growth, environmental stewardship, connectivity, and preserving its small-town character. In particular, I value the Sustainability Plan’s emphasis on focusing growth in appropriate areas, protecting natural resources like the Eno River and surrounding open space, and reinforcing a walkable, connected downtown. The Future Land Use framework reflects a thoughtful approach to accommodating growth while respecting existing neighborhoods and historic patterns. I also appreciate the Plan’s strong focus on multimodal transportation, including improved pedestrian and bicycle connectivity and reduced reliance on single-occupancy vehicles, which aligns with how my family experiences and moves through Hillsborough day to day. Professionally, I am accustomed to working with comprehensive plans, land-use ordinances, transportation plans, and historic preservation standards across North Carolina. That experience informs how I read Hillsborough’s materials—not just as standalone documents, but as interconnected tools meant to guide growth, protect resources, and reflect community values. I approach these documents as living frameworks that require ongoing attention and thoughtful implementation. Reviewing them carefully is essential to ensuring consistency, transparency, and public trust in Town decision-making.

*** What challenges facing the town could be addressed by the board or boards on which you wish to serve?**

Hillsborough’s most pressing challenge is managing growth in a way that preserves its identity while welcoming new residents and investment. Regional development pressure is real, and without careful guidance, it can undermine affordability, strain infrastructure, and erode the walkable, historic character that defines the town. Boards can play a key role in shaping how growth happens—by implementing the commitments made in our plans, supporting multimodal transportation, protecting natural resources like the Eno River, and ensuring development contributes to a vibrant, mixed-use downtown rather than car-dependent sprawl. Maintaining Hillsborough as a place where people can live, work, and gather—not just commute from—is critical. Other challenges include sustaining economic vitality without over-commercialization, telling a fuller and more inclusive story of Hillsborough’s history, and maintaining transparency and public confidence as decisions become more complex. Thoughtful, engaged boards help bridge policy, community values, and on-the-ground outcomes—exactly the work I am eager to continue doing for Hillsborough.

*** How did you hear about this opportunity?**

member or elected official

advised that I am committing to attend the appointed board's regular meetings. Attendance at the regular meetings is required for me to maintain membership

on the board. The Board of Commissioners may declare a vacancy on the board because of non-attendance.

View the complete code in the Hillsborough Code of Ordinances: [Appointed Boards, Task Forces and Authorities](#).

Confirm understanding of attendance policy

Confirm



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: Mar. 23, 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: 03/23/2026 - 03/23/2026

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						
Department: 3900 - FUND BALANCE APPROPRIATION						
10-00-3900-3900000	FUND BALANCE APPROPRIATION			-207,819.00	-15,000.00	-222,819.00
BA0000330	Cover legal fees for Governing Body	GLPKT02950	03/23/2026		-15,000.00	
Department 3900 Total:				-207,819.00	-15,000.00	-222,819.00
Department: 4100 - GOVERNING BODY						
10-10-4100-5300041	ATTORNEY FEES			90,000.00	15,000.00	105,000.00
BA0000330	Cover legal fees for Governing Body	GLPKT02950	03/23/2026		15,000.00	
Department 4100 Total:				90,000.00	15,000.00	105,000.00
Department: 5000 - FACILITY MANAGEMENT						
10-10-5000-5300130	UTILITIES			31,680.00	-800.00	30,880.00
BA0000341	Cover Facilities Mgmt Copier Lease	GLPKT03086	03/23/2026		-800.00	
10-10-5000-5300447	CS - COPIER			11,000.00	2,800.00	13,800.00
BA0000341	Cover Facilities Mgmt Copier Lease	GLPKT03086	03/23/2026		2,800.00	
10-10-5000-5300570	MISCELLANEOUS			2,000.00	-2,000.00	0.00
BA0000341	Cover Facilities Mgmt Copier Lease	GLPKT03086	03/23/2026		-2,000.00	
Department 5000 Total:				44,680.00	0.00	44,680.00
Department: 5400 - ENGINEERING SERVICES						
10-30-5400-5300330	SUPPLIES - DEPARTMENTAL			300.00	500.00	800.00
BA0000339	Cover department supplies through year-end	GLPKT03041	03/23/2026		500.00	
10-30-5400-5300570	MISCELLANEOUS			500.00	-500.00	0.00
BA0000339	Cover department supplies through year-end	GLPKT03041	03/23/2026		-500.00	
Department 5400 Total:				800.00	0.00	800.00
Department: 6300 - PUBLIC SPACE						
10-10-6300-5300154	MAINT - GROUNDS			253,556.00	4,000.00	257,556.00
BA0000331	Cover grounds maintenance costs	GLPKT03000	03/23/2026		4,000.00	
10-10-6300-5300330	SUPPLIES - DEPARTMENTAL			44,000.00	-4,000.00	40,000.00
BA0000331	Cover grounds maintenance costs	GLPKT03000	03/23/2026		-4,000.00	
Department 6300 Total:				297,556.00	0.00	297,556.00
Department: 6600 - SAFETY & RISK MANAGEMENT						
10-10-6600-5300330	SUPPLIES - DEPARTMENTAL			11,000.00	-2,000.00	9,000.00
BA0000332	Cover FastMed vendor services through year...	GLPKT03018	03/23/2026		-2,000.00	
10-10-6600-5300570	MISCELLANEOUS			1,500.00	2,000.00	3,500.00
BA0000332	Cover FastMed vendor services through year...	GLPKT03018	03/23/2026		2,000.00	
Department 6600 Total:				12,500.00	0.00	12,500.00
Fund 10 Total:				237,717.00	0.00	237,717.00
Fund: 30 - WATER/SEWER						
Department: 8140 - WATER DISTRIBUTION						
30-80-8140-5300165	MAINT - INFRASTRUCTURE			190,000.00	-18,000.00	172,000.00
BA0000338	Move meters to road ROW and close galvani...	GLPKT03024	03/23/2026		-18,000.00	
30-80-8140-5300505	CS - PLUMBING			45,000.00	43,000.00	88,000.00
BA0000329	Cover on-call plumbing service: Water Distri...	GLPKT02948	03/23/2026		25,000.00	
BA0000338	Move meters to road ROW and close galvani...	GLPKT03024	03/23/2026		18,000.00	
30-80-8140-5300530	DUES & SUBSCRIPTIONS			3,000.00	-50.00	2,950.00

Budget Adjustment Report

For Date Range: 03/23/2026 - 03/23/2026

Account Number	Account Name			Original Budget	Budget Adjustments	Current Budget
Adjustment Number	Adjustment Description	Packet Number	Post Date		Amount	
BA0000340	Cover dues and subscriptions for WW Collect...	GLPKT03060	03/23/2026		-50.00	
Department 8140 Total:				238,000.00	24,950.00	262,950.00
Department: 8200 - WASTEWATER COLLECTION						
30-80-8200-5300505	CS - PLUMBING			45,000.00	-25,000.00	20,000.00
BA0000329	Cover on-call plumbing service: Water Distri...	GLPKT02948	03/23/2026		-25,000.00	
30-80-8200-5300530	DUES & SUBSCRIPTIONS			2,500.00	50.00	2,550.00
BA0000340	Cover dues and subscriptions for WW Collect...	GLPKT03060	03/23/2026		50.00	
Department 8200 Total:				47,500.00	-24,950.00	22,550.00
Fund 30 Total:				285,500.00	0.00	285,500.00
Budget Code 2025-2026 Total:				523,217.00	0.00	523,217.00

Description

Fund Summary

Description	Fund	Original Budget	Budget Adjustments	Current Budget
Budget Code: 2025-2026 - Budget 2025-2026 Fiscal: 2025-2026				
	10	237,717.00	0.00	237,717.00
	30	285,500.00	0.00	285,500.00
Budget Code 2025-2026 Total:		523,217.00	0.00	523,217.00



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Public Space and Sustainability
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Public Space and Sustainability Manager Stephanie Trueblood

ITEM TO BE CONSIDERED

Subject: Proclamation Recognizing April 2026 as Native Plant Month

Attachments:

Proclamation

Summary:

Native Plant Month focuses attention on the vital role of native plants in overall ecosystem health and sustainability. With more than 3,900 native plant species, North Carolina is one of the most diverse states in the Southeast for flora. Native plants provide essential food and shelter for wildlife.

Financial impacts:

None

Staff recommendation and comments:

None

Action requested:

Adopt proclamation recognizing April 2026 as Native Plant Month in the Town of Hillsborough.



PROCLAMATION

Native Plant Month

April 2026

WHEREAS, native plants are indigenous species that have evolved and occur naturally in a particular region, ecosystem, and habitat; and

WHEREAS, native plants are vital for maintaining and restoring the healthy ecosystem needed to sustain our environment, including seed dispersal; pollination of crops and natural vegetation; prevention of flooding, drought, and erosion; regulation of disease-carrying organisms; and moderation of weather extremes; and

WHEREAS, North Carolina is home to more than 3,900 native plant species, including trees, shrubs, vines, grasses, and wildflowers, making it one of the most diverse states for native plants in the Southeast; and

WHEREAS, native plants provide shelter as well as nectar, pollen, and seeds that serve as food for native butterflies, insects, birds, amphibians and other wildlife in ways that non-native plants cannot; and

WHEREAS, 969 of the native plant species in North Carolina have been designated as significantly rare and/or in decline and may be in danger of extinction; and

WHEREAS, 94 of those 969 imperiled plants have been found in Orange County;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim April 2026 as Native Plant Month to recognize the many benefits of native plants to the environment and economy of the Town of Hillsborough.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 23rd day of March in the year 2026.

Mark Bell, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Governing Body
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Mayor Mark Bell

ITEM TO BE CONSIDERED

Subject: Proclamation Recognizing April 2026 as Sexual Assault Awareness Month

Attachments:

Proclamation

Summary:

The Orange County Rape Crisis Center requests that the town proclaim April 2026 as “Sexual Assault Awareness Month” in the Town of Hillsborough.

Financial impacts:

None

Staff recommendation and comments:

None

Action requested:

Adopt proclamation in recognition of Sexual Assault Awareness Month.



PROCLAMATION

Recognizing April 2026 as Sexual Assault Awareness Month

WHEREAS, the nonprofit Orange County Rape Crisis Center provides support to survivors of sexual violence, their loved ones, and community professionals and has served Hillsborough, Chapel Hill, Carrboro, and surrounding areas since 1974; and

WHEREAS, the Hillsborough Police Department partners with the Orange County Rape Crisis Center as a resource for residents who have fallen victim to rape or sexual assault; and

WHEREAS, the Orange County Rape Crisis Center works with the county's two school systems and other groups to provide students with age-appropriate information about violence prevention, reaching over 10,000 youth and adults each year; and

WHEREAS, the Orange County Domestic Violence and Sexual Assault Response Committee is bringing together members of law enforcement, the medical community, the legal system and other community advocates to improve services for survivors of sexual assault who come forward; and

WHEREAS, one in five American women have been sexually assaulted at some point in their lives; and

WHEREAS, rape is the costliest crime to its survivors in the United States, totaling over \$3 trillion in lifetime costs considering factors such as medical cost, lost earnings, pain, suffering and lost quality of life; and

WHEREAS, 81% of women and 24% of men in the United States have experienced some form of sexual or physical violence committed by an intimate partner; and

WHEREAS, trans and gender non-conforming people, people with disabilities and children face the highest rates of sexual violence in our country; and

WHEREAS, victim-blaming continues to be an enormous problem in instances of rape and sexual assault; and

WHEREAS, the Orange County Rape Crisis Center is working to stop sexual violence and its impact through support, education and advocacy;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim April 2026 as Sexual Assault Awareness Month in the Town of Hillsborough and encourage all residents to speak out against sexual violence and to support their local community's efforts to prevent and respond to these appalling crimes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 23rd day of March in the year 2026.

Mark Bell, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Governing Body
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Mayor Mark Bell

ITEM TO BE CONSIDERED

Subject: Proclamation Recognizing March 2026 as American Red Cross Month

Attachments:

Proclamation

Summary:

For over half of our country's 250-year history, communities have cared for each other through the American Red Cross. During the Red Cross Month celebration in March, we honor how people today deliver support when help can't wait.

Red Cross Month began during World War II, when President Franklin D. Roosevelt called on individuals to address growing humanitarian needs. What started as a national call to action has become a community tradition — reaffirming the power of compassion and the impact we can make together.

Financial impacts:

None.

Staff recommendation and comments:

None.

Action requested:

Adopt proclamation recognizing March 2026 as American Red Cross Month in the Town of Hillsborough.



PROCLAMATION American Red Cross Month 2026

WHEREAS, in March, we celebrate American Red Cross Month by honoring our neighbors who make its humanitarian mission possible in Hillsborough, North Carolina. Every day, their acts of kindness change lives, bringing relief, comfort and hope when help can't wait. This compassionate spirit runs deep in our community, just as it has for 145 years through the American Red Cross; and

WHEREAS, today, those who serve with the emergency disaster response for local fires and hurricanes, blood donor services, and safety training light the way during emergencies — whether it's delivering shelter, food and comfort after disasters; providing a safe, lifesaving blood supply for patients facing conditions like cancer treatments, childbirth complications and traumatic injuries; assisting military members, veterans and their families with 24/7 global support; or empowering individuals with skills like first aid and CPR that save lives; and

WHEREAS, these collective efforts are a powerful reminder that the strength of our community lies in our shared commitment to one another. Here in Orange County this past year the Red Cross collected 3,765 units of blood and blood products at 129 blood drives; trained 1,761 individuals in First Aid, CPR & AED; assisted 46 military members, veterans and their families; installed 56 smoke alarms making nearly 30 homes safer; assisted 23 people after home fires; and provided shelter, food and support after Tropical Storm Chantal flooded nearby areas in Chapel Hill and Carrboro. As we mark Red Cross Month, let's celebrate our local heroes and resolve to continue lifting each other up, so no one faces an emergency alone;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim March 2026 as American Red Cross Month in the Town of Hillsborough and I encourage all residents to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 23rd day of March in the year 2026.

Mark Bell, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 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 – 2026 Last Fridays and Art Walk Series

Attachments:

Special Event Permit Application

Summary:

The Hillsborough Arts Council is to hold their recurring Last Fridays and Art Walk series on each last Friday of the month from March through November. This free event attracts attendees every month and provides a variety of experiences and activities for people to explore in downtown Hillsborough. Set up for each event will take place from 2:30 to 5:30 p.m. and will run from 5:30 to 9 p.m. Breakdown will be completed by 10 p.m.

Depending on the time of year, there are different elements present at the Last Friday events. Year-round, there are monthly happenings at participating Art Walk venues. From April through November, the Living Arts Collective will provide drumming and dance activities in River Park. From May through October, the Maker's Market and Live on the Lawn performance series will take place on the grounds of the Old Courthouse. There will also be occasional performance artists on downtown sidewalks.

No tickets or admission fees are being sold, but donations are solicited for the Hillsborough Arts Council. Vendors will be on site selling goods, crafts, and wares, but no food or beverages (including alcohol) are sold. Microphones and amplification equipment will be used for performances, but the only items to remain overnight are the portable restrooms to be picked up by their contractor at first availability. Up to forty 10'x10' tents will be provided by the vendors.

Organizers are requesting the following town services: 4 trash rollout carts for each month's event and road closure on Court Street from 3 to 9 p.m. during the events from May through November for the Maker's Market vendors.

Financial impacts:

Low financial impacts, with sponsorship of town services result in department level costs.

Staff recommendation and comments:

Staff recommend approval.

Action requested:

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



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: Hillsborough Arts Council Last Fridays & the Art Walk (w/Makers Markets*)

Event location address: Town-Wide (Participating Venues; Old Courthouse; River Park)

Date(s) of event: 3/27, 4/24, 5/29, 6/26, 7/31

Event setup time: *2:30-5:30pm Event hours: 5:30-9:00pm Event breakdown: 9:00-10:00pm

Date(s) of event: 8/28, 9/25, 10/30, 11/27

Event setup time: *2:30-5:30pm Event hours: 5:30-9:00pm Event breakdown: 9:00-10:00pm

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: Hillsborough Arts Council

Organization/company mailing address: _____

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

Event organizer name: Amanda Scherle

Event organizer phone: _____ Event organizer email: _____

On-site contact(s) during the event:

Name: Heather Tatreau Cell phone: _____

Name: Amanda Scherle Cell phone: _____

GENERAL EVENT INFORMATION

Type of event:

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

General event description:

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

(Year-Round) Monthly happenings at participating Art Walk venues

(April-Nov) Living Arts Collective drumming and dance (River Park, Old Orange County Courthouse)

(May-Oct) Last Fridays Makers Markets and Live on the Lawn Performance Series at Old Orange County Courthouse

(Occasional) Performance artists on downtown sidewalks

Estimated number of people who will attend the event: 1.5-2.5K per

Estimated peak time(s) of attendance: 6:30-9:00pm

Maximum capacity of event location (number of persons, if applicable): Varies by weekend

For annual events, the estimated attendance of the last event of this kind: 2K

GENERAL EVENT QUESTIONNAIRE

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

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

If yes regarding alcohol:

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

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

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

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

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

List name(s) of the vendors:

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

If yes, for what cause or organization? Hillsborough Arts Council

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

Please explain: Microphones, amplification

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

Please explain: ADA portalets may be left overnight to be picked by company at first availability

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? Up to 40 (10 x 10) tents

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

Will you provide (portable) restroom facilities? Yes No

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

Will you provide (portable) handwashing facilities? Yes No

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

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

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

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

- Road closures
- Traffic control

- Police coverage
- Trash and recycling rollouts
- Number of rollouts 4

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:

Herring & Bickers Insurance

Contact information for broker/agent providing coverage:

Lee Hammond; 919-479-9900; lee@herringbickers.com

EVENT PROPERTY USE PERMISSION

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

Name of property owner

Phone

Signature of property owner

Date

TOWN LIABILITY AGREEMENT

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



Applicant signature

02/19/2026

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: 2/19/2026 Fee paid: No

Date information emailed out: 3/3/2026

Permit Status

Approved: Yes No

Explanation: _____

Date permit issued: _____

Approved with any conditions: _____

By: _____
Name of town staff member

Date

Forwarded to:

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



ART

HAC Gallery



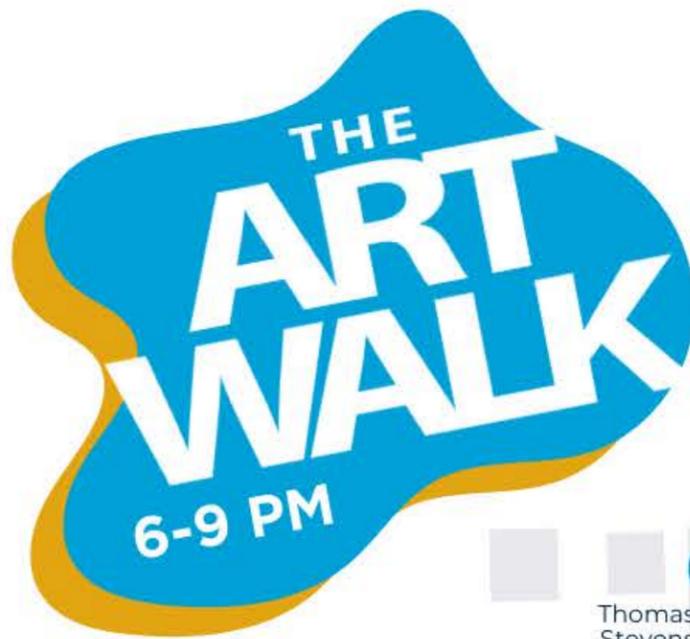
CULTURE



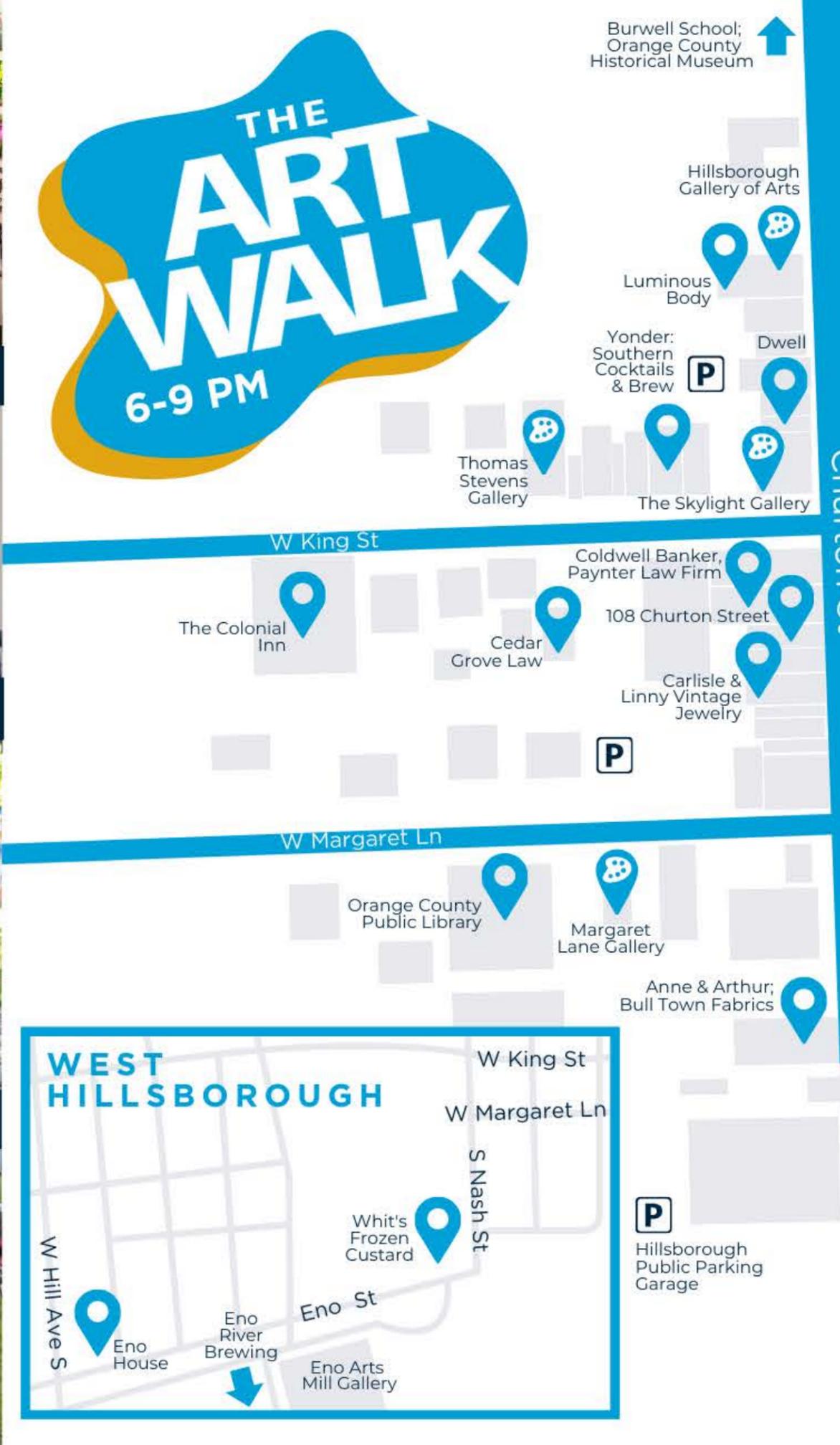
COMMUNITY



Margaret Lane Gallery



Burwell School; Orange County Historical Museum



HILLSBOROUGH, NORTH CAROLINA

- Parking
- Traditional Gallery
- Venues



Living Arts Collective Drumming & Dance in River Park

David Price Farmer's Market Pavilion

E King St

E King St



Load-In Only



Court St

VENDOR VEHICLES MUST PARK AWAY FROM COURT ST



Load-In

Only



Court St

Court St

Court St



*Requesting barricades to close Court St. 3-9 PM

oward

Orange County Historical Courthouse



Art Table



HAC



Load-In



A Hillsborough Arts Council Performance Series

LIVE ON THE LAWN

ART CULTURE COMMUNITY



HAC/HAC Curated

Vendor Table

Tree/shrub

Vendor Tent

Direction to Face

On-Street Vendor

Street Closure/Vendor Check-In

Obstruction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2025

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

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

PRODUCER Herring & Bickers Insurance 2344 Operations Dr., Ste. 101 Durham NC 27705		CONTACT NAME: Lee Hammond PHONE (A/C No. Ext): 919-479-9900 E-MAIL ADDRESS: lee@herringbickers.com FAX (A/C, No):	
INSURED Hillsborough Arts Council 102 N Churton St Hillsborough NC 27278-2534		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company INSURER B: Erie Insurance Exchange INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25895 18457	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		NBP1568325	8/10/2025	08/10/2026	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Q851800607	01/18/2025	01/18/2026	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Town of Hillsborough is an additional insured as respects general liability arising from the insured's operations when required by written contract.
 Re: Solstice Lantern Walk

CERTIFICATE HOLDER**CANCELLATION**

Town of Hillsborough PO Box 429 Hillsborough NC 27278	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2010/05)

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Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Planning and Economic Development
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Econ. Dev. Manager

ITEM TO BE CONSIDERED

Subject: Tourism Board and Tourism Development Authority Fiscal Year 2026 Budget Amendments

Attachments:

1. Tourism Board Budget Amendment(s)
2. Tourism Development Authority Budget Amendment(s)

Summary:

The Tourism Board and Tourism Development Authority require Board of Commissioners' authorization for budget amendments over \$4,999.

The Tourism Board voted at its March 2, 2026 regular meeting to be a funding partner for the town's America 250 event. This requires a budget amendment and fund balance transfer of \$12,500 to the Special Projects/Partnership line item.

The Tourism Development Authority voted at its March 4, 2026 meeting to be a funding partner for the town's America 250 event. This requires a budget amendment in the amount of \$12,500 to the Special Projects/Partnerships line item.

The Tourism Development Authority also voted at their March 4, 2026 meeting to be a funding partner/sponsor of the 2026 River Park Concert in the amount of \$10,000, which requires a budget amendment.

Financial impacts:

Low; both boards have healthy fund balances to fund tourism opportunities as they arise.

Staff recommendation and comments:

Staff recommends approving the budget amendments as the programs/events they support are consistent with both boards' mission to grow tourism in Hillsborough.

Action requested:

Approve, approve with conditions, or deny the budget amendments.

Budget Adjustment Register

Adjustment Detail

Town of Hillsborough, NC

Packet: GLPKT03019 - Auto Process - GL Budget Adjustment

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000333	Budget 2025-2026	Tourism Board per 03-02-2026 meeting: A250	3/23/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
74-00-3900-3900000	FUND BALANCE APPROPRIATI...	Tourism Board per 03-02-2026 meeting: A250	-100,779.00	-12,500.00	-113,279.00
July:	-1,041.67	October: -1,041.67	January: -1,041.67	April: -1,041.67	
August:	-1,041.67	November: -1,041.67	February: -1,041.67	May: -1,041.67	
September:	-1,041.67	December: -1,041.67	March: -1,041.67	June: -1,041.63	
74-51-6250-5300731	SPECIAL PROJ/PARTNERSHIPS	Tourism Board per 03-02-2026 meeting: A250	6,000.00	12,500.00	18,500.00
July:	1,041.67	October: 1,041.67	January: 1,041.67	April: 1,041.67	
August:	1,041.67	November: 1,041.67	February: 1,041.67	May: 1,041.67	
September:	1,041.67	December: 1,041.67	March: 1,041.67	June: 1,041.63	

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2025-2026	Budget 2025-2026	74-00-3900-3900000	FUND BALANCE APPROPRIATION	-100,779.00	-12,500.00	-113,279.00
		74-51-6250-5300731	SPECIAL PROJ/PARTNERSHIPS	6,000.00	12,500.00	18,500.00
			2025-2026 Total:	-94,779.00	0.00	-94,779.00
			Grand Total:	-94,779.00	0.00	-94,779.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2025-2026 - Budget 2025-2026 Fiscal: 2025-2026			
74	-94,779.00	0.00	-94,779.00
Budget Code 2025-2026 Total:	-94,779.00	0.00	-94,779.00
Grand Total:	-94,779.00	0.00	-94,779.00

Budget Adjustment Register

Adjustment Detail

Town of Hillsborough, NC

Packet: GLPKT03022 - Auto Process - GL Budget Adjustment

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000337	Budget 2025-2026	TDA per 03-04-2026 meeting: A250 & Riverpark Conce	3/23/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
73-00-3900-3900000	FUND BALANCE APPROPRIATI...	TDA per 03-04-2026 meeting: A250 & Riverpar...	-38,150.00	-22,500.00	-60,650.00
July:	October:	January:	-1,875.00	-1,875.00	-1,875.00
August:	November:	February:	-1,875.00	-1,875.00	-1,875.00
September:	December:	March:	-1,875.00	-1,875.00	-1,875.00
73-51-6250-5300731	SPECIAL PROJ/PARTNERSHIPS	TDA per 03-04-2026 meeting: A250 & Riverpar...	86,000.00	22,500.00	108,500.00
July:	October:	January:	1,875.00	1,875.00	1,875.00
August:	November:	February:	1,875.00	1,875.00	1,875.00
September:	December:	March:	1,875.00	1,875.00	1,875.00

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2025-2026	Budget 2025-2026	73-00-3900-3900000	FUND BALANCE APPROPRIATION	-38,150.00	-22,500.00	-60,650.00
		73-51-6250-5300731	SPECIAL PROJ/PARTNERSHIPS	86,000.00	22,500.00	108,500.00
			2025-2026 Total:	47,850.00	0.00	47,850.00
			Grand Total:	47,850.00	0.00	47,850.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2025-2026 - Budget 2025-2026 Fiscal: 2025-2026			
73	47,850.00	0.00	47,850.00
Budget Code 2025-2026 Total:	47,850.00	0.00	47,850.00
Grand Total:	47,850.00	0.00	47,850.00



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Community Services
Agenda Section: Consent
Public hearing: No
Date of public hearing: NA

PRESENTER/INFORMATION CONTACT

Engineering Services Manager Bryant Green, PE

ITEM TO BE CONSIDERED

Subject: Authorize a plat signature and accept a donation of land from 2340 Turner End Dr.

Attachments:

Donation Plat

Summary:

The owners of the property at 2340 Turner End Dr., PIN 9863656809, identified a discrepancy in the boundary survey. This discrepancy creates an inconsistent property line between the subject parcel and the town-owned property that the South Tank occupies (PIN 9863654597).

To address this discrepancy, the property owners propose to donate or concede ownership of approximately 0.21Ac of the southern end of their property to the town. This donation will be accomplished by town approval of the attached plat and formal acceptance of the donation.

Financial impacts:

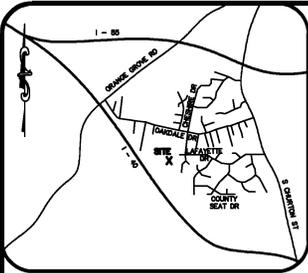
The town will assume the costs of long-term maintenance of the donated portion of land.

Staff recommendation and comments:

Accept ownership and maintenance of the land referenced in the attached plat.

Action requested:

Authorize the town manager or his designee to sign the attached plat on behalf of the town and accept the donation by the property owner.



VICINITY MAP

I, G. Darrell Taylor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (dead description recorded in Book 5012, page 413; Plat Book 25, page 8; Plat Book 77, page 23); that the ratio of precision as calculated is 1:20,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 23rd day of January, A.D., 2026.

I certify that this plat is the following type: G.S. 47-30 (f)(1)(4). This survey is the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Surveyor

Reg. No. L-3729

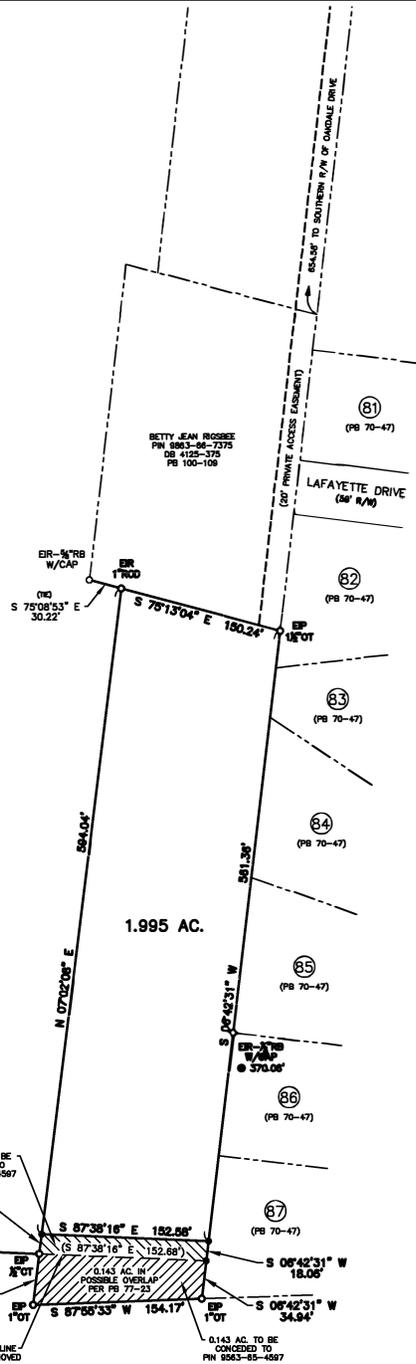


I, _____, Review Officer of Orange County, NC certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

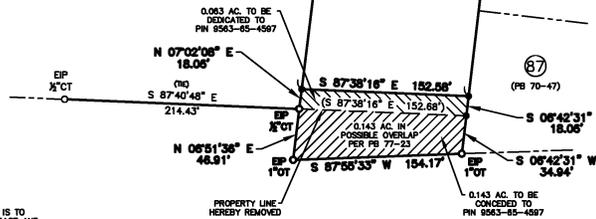
Review Officer: _____

Date: _____

AMERLEY TRUST
PN 9863-85-5170
DB 6848-441
PB 107-182



1.995 AC.



NOTE: THE PURPOSE OF THIS PLAT IS TO COMBINE THE 0.083 ACRE TRACT AND THE 0.143 ACRE TRACT WITH THE TOWN OF HILLSBOROUGH TRACT TO THE SOUTH - PN 9863-85-4587

TOWN OF HILLSBOROUGH
PN 9863-85-4587
DB 1329-298
PB 77-23

ORANGE COUNTY, NORTH CAROLINA

I certify that I am (we are) the owner(s) of the property shown and described herein, which is in the jurisdiction of the Town of Hillsborough and that I (we) hereby adopt this plat with my (our) free consent.

Owner: _____ Date: _____

Owner: _____ Date: _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____

printed name: _____ Notary Public

My commission expires: _____

ORANGE COUNTY, NORTH CAROLINA

I certify that I am (we are) the owner(s) of the property shown and described herein, which is in the jurisdiction of the Town of Hillsborough and that I (we) hereby adopt this plat with my (our) free consent.

Owner: _____ Date: _____

Owner: _____ Date: _____

STATE OF _____

COUNTY OF _____

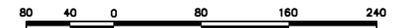
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____

printed name: _____ Notary Public

My commission expires: _____

GRAPHIC SCALE



1 INCH = 80 FEET

NC GRID (NAD 83)

G. DARRELL TAYLOR
Professional Land Surveyor
2220 Effingham Circle
Raleigh, NC 27615
919.906.8043
ncsurveyor@gmail.com

REVISIONS:



SURVEY BY:

RECOMBINATION SURVEY

JOE SCHREYACK

2340 TURNER END DRIVE HILLSBORO, NC 27278
HILLSBOROUGH TWP., ORANGE CO., N. C.
D.B. 5012, PG. 413 - TAX PIN 9863-65-6809

PROJ. NO.: 2025-530

FILENAME: SCHREYACK

DRAWN BY: GDT

SCALE: 1" = 80'

DATE: _____

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Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Planning and Economic Development
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

ITEM TO BE CONSIDERED

Subject: Special Event Permit – Wooden Nickel Pub’s Zwanz Day

Attachments:

Special Event Permit Application (includes event layout and requested King St. parking lot area closure)

Summary:

The Wooden Nickel Pub was selected as a partner venue for an event called Zwanz Day, a bi-annual one day special beer release event coordinated by Cantillon Brewery of Brussels, Belgium, in which a limited edition lambic beer is poured simultaneously at partner locations worldwide. The event is to be held on Saturday, April 25 from 11 a.m. to 9 p.m.

Wooden Nickel Pub is anticipating a large crowd for the event, likely more people than they could reasonably accommodate in their building and outdoor seating areas. They are proposing to extend their licensed ABC premises into the parking lot behind their building. The town rents the parking lot area from the property owner on a leased basis. The town board has to grant permission to close any portion of the leased parking lot area.

The pub has committed to maintaining ADA accessibility to the north and east, through the alley adjacent to their building as well as obtaining the required needed property owner signatures/approvals for the event, an event certificate of insurance, and ABC premises extension if the use of the parking lot is granted for the event. Wooden Nickel Pub has verbal permission from Coldwell Banker who owns the spaces that are adjacent to the Cup A Joe building.

Financial impacts:

Low financial impacts.

Staff recommendation and comments:

Staff recommend approval with the following conditions: Wooden Nickel Pub obtains all parking lot property owner(s) approval in writing, obtains ABC permit premises extension for this area, obtains an event insurance certificate, and notifies all businesses adjacent to the parking lot of the closure date and time(s).

Action requested:

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



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: Zwanze Day

Event location address: 113 N. Churton St. + Parking Lot

Date(s) of event: April 25

Event setup time: 6:00 am Event hours: 11:00-9:00 Event breakdown: 9:00 pm

Date(s) of event: _____

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

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: WNPI13 - DBA Wooden Nickel Pub

Organization/company mailing address: 113 N. Churton St.

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

Event organizer name: Matt Fox

Event organizer phone: 919- [REDACTED] at organization: [REDACTED]

On-site contact(s) during the event:

Name: Dean Shines

Cell phone: [REDACTED]

Name: Matt Fox

Cell phone: [REDACTED]

GENERAL EVENT INFORMATION

Type of event:

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

General event description:

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

See Attached

Estimated number of people who will attend the event: 400 throughout day (11:00-8:00)

Estimated peak time(s) of attendance: 2:00-5:00

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

For annual events, the estimated attendance of the last event of this kind: N/A

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:

Wooden Nickel Pub

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:

None

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: Small Stage with amplified music

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

Please explain: _____

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

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

Will tents be erected for the event? Yes No

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

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 - Parking lot

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:

Will provide once we know obtaining permit is possible

Contact information for broker/agent providing coverage:

Colonial Insurance

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:

106 Churton LLC
113 North Churton Street LLC
Name of property owner

[Redacted]
[Redacted]
Phone

Awaiting Signatures
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.

[Signature]
Applicant signature

3/18/26
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

The Wooden Nickel has been selected as a global partner venue for Cantillon Zwanzes Day, a bi-annual one-day release event coordinated by Cantillon Brewery of Brussels, Belgium, in which a limited lambic beer is poured simultaneously at partner locations worldwide.

We are requesting partial use of Town Parking Lot (partial) to host the following elements: a small stage with live music, two pop-up hospitality tents, food service from our existing kitchen, and a remote beer pouring station operating under our current ABC permit.

This is a free, open-to-the-public event. The designated parking lot area will be enclosed with temporary fencing, and we will obtain an ABC permit extension to include the fenced footprint within our licensed premises for the duration of the event. All alcohol service will remain controlled within that boundary.

We will direct people coming to town to park in Town Parking Deck

FENCE ———
ADA ACCESS TO CHURTON ———

TENT

TENT

TOILETS

SMALL
STAGE



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
 Department: Planning and Economic Development Division
 Agenda Section: Regular
 Public hearing: No
 Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Molly Boyle, Senior Planner
 Shannan Campbell, Planning and Economic Development Manager
 Bryant Green, Engineering Services Manager

ITEM TO BE CONSIDERED

Subject: Annexation interest letter for 211 and 214 Rencher Street (voluntary, non-contiguous request)

Attachments:

1. Vicinity, Zoning, and Future Land Use Maps
2. Annexation interest letter

Summary:

Annexation Interest – 211 & 214 Rencher Street	
Applicant	Chris Rurkowski, PLA of Rurkowski Land Planning, PLLC
Property owner	Patricia Payne
Annexation type	Voluntary, non-contiguous (not adjacent to town limits)
Parcel Identification Numbers	9875-02-2069 and 9875-02-3237
Acreage	+/- 2.90 acres
Current zoning	R10 in the Town of Hillsborough (no change proposed)
Future Land Use designation	Small Lot Residential
Proposed land use	12-lot residential, single-family subdivision

Financial impacts:

None anticipated other than the standard impacts associated with in-fill residential development.

Staff recommendation and comments:

This property is non-contiguous, meaning that it is not adjacent to current town limits. The closest property within town limits is over 1,000 feet away. Staff does not foresee the surrounding properties being annexed and further developed in the immediate future. Therefore, staff does not foresee this property becoming contiguous any time soon.

Future Land Use Map designation

The Future Land Use Map designates these parcels as Small Lot Residential, which is compatible with the current zoning of the properties (R10) and defined as follows:

“These areas provide opportunities for a lower density than pre-WWII or neo-traditional neighborhood living. These areas include detached single-family residential uses in post-WWII subdivision developments, which range in density from 0.5 dwelling units per acre to 3 dwelling units per acre.

Zoning Districts: R-10; R-15; R-20; Entranceway Special Use; Mixed Residential Special Use; Residential Special Use”

You can find the Future Land Use Map and Plan on the town’s website: <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/future-land-use-plan>.

Water and sewer availability

The parcels do not have frontage on existing water and sewer lines. However, Engineering and Utilities staff believe it is technically feasible to extend utilities to these parcels, if desired. The water and sewer extension in Rencher Street would dead end there; an extension would not provide redundancy or backup options for other existing customers.

Staff recommendation

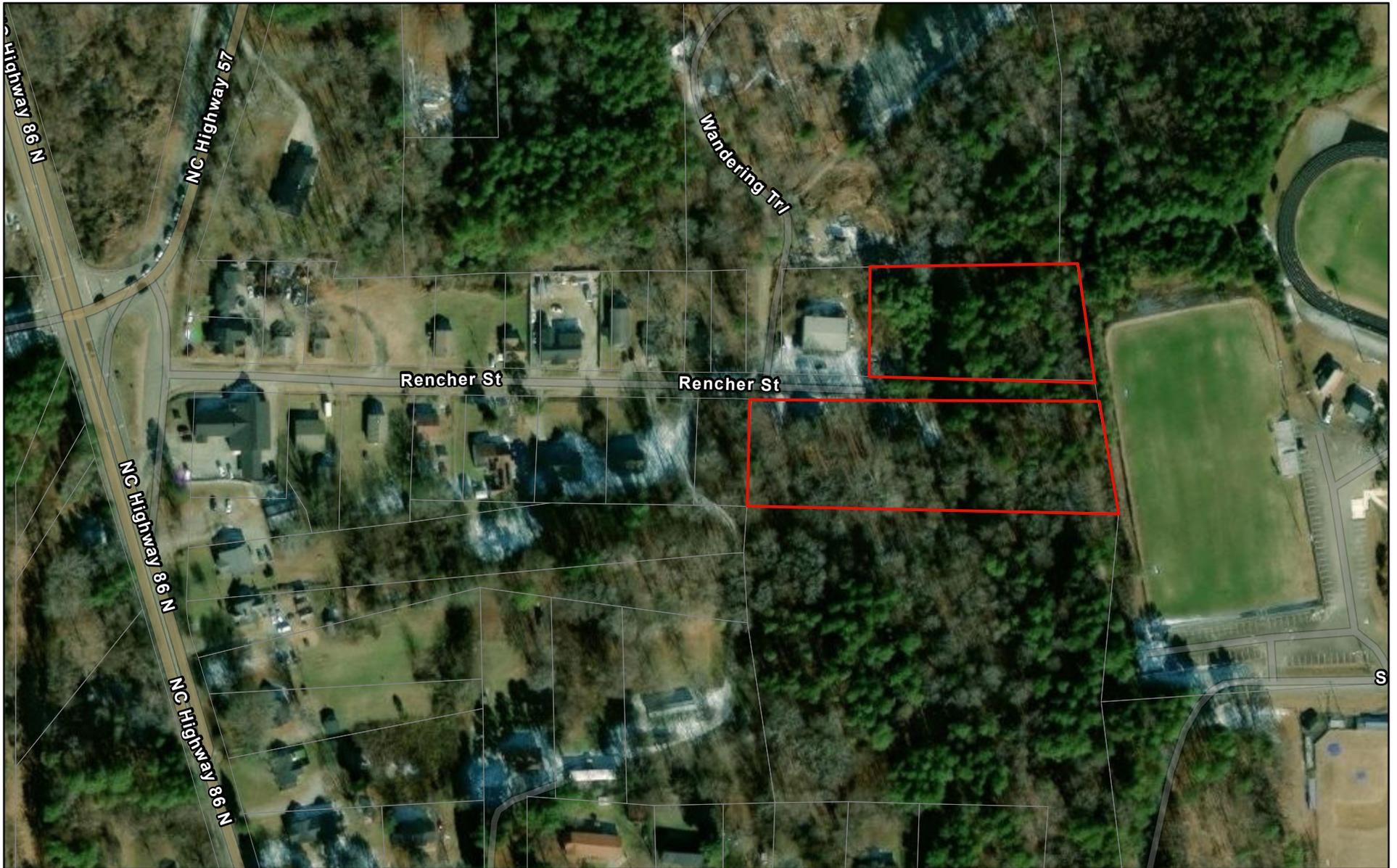
Staff does not recommend annexation and/or extension of water and sewer services to the properties at this time. Annexation and utility extension to the site would allow the development of up to 12 lots, but it would not provide greater public benefit, such as tax base growth, connectivity, and/or improvements to water and sewer system operations. Also, staff does not foresee this property becoming contiguous for many years; annexing it now would limit the town's ability to annex other satellite parcels that may provide greater public benefit.

Staff recommends the town board discuss the development proposal with the applicant and determine if there are any unidentified merits to the annexation that staff may have overlooked.

Action requested:

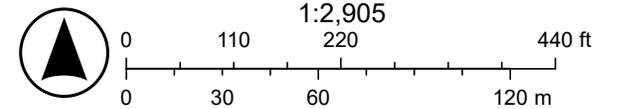
Discuss the request with the applicant and indicate whether they may proceed with a formal annexation petition.

Vicinity Map



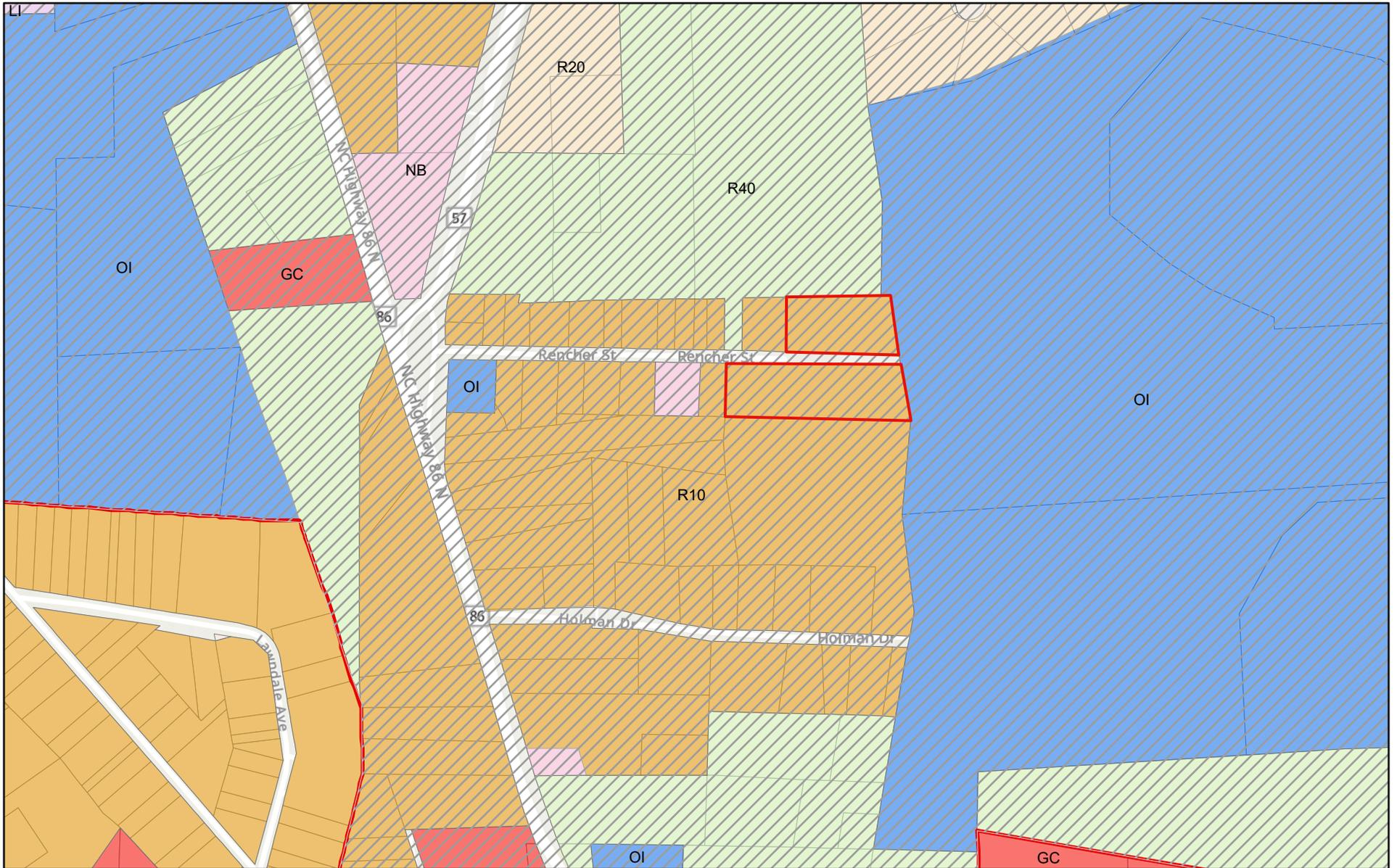
3/16/2026

 Orange County Parcels - Parcels



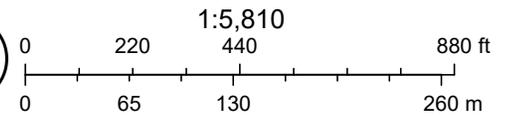
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, NC CGIA, Microsoft, Vantor

Zoning Map



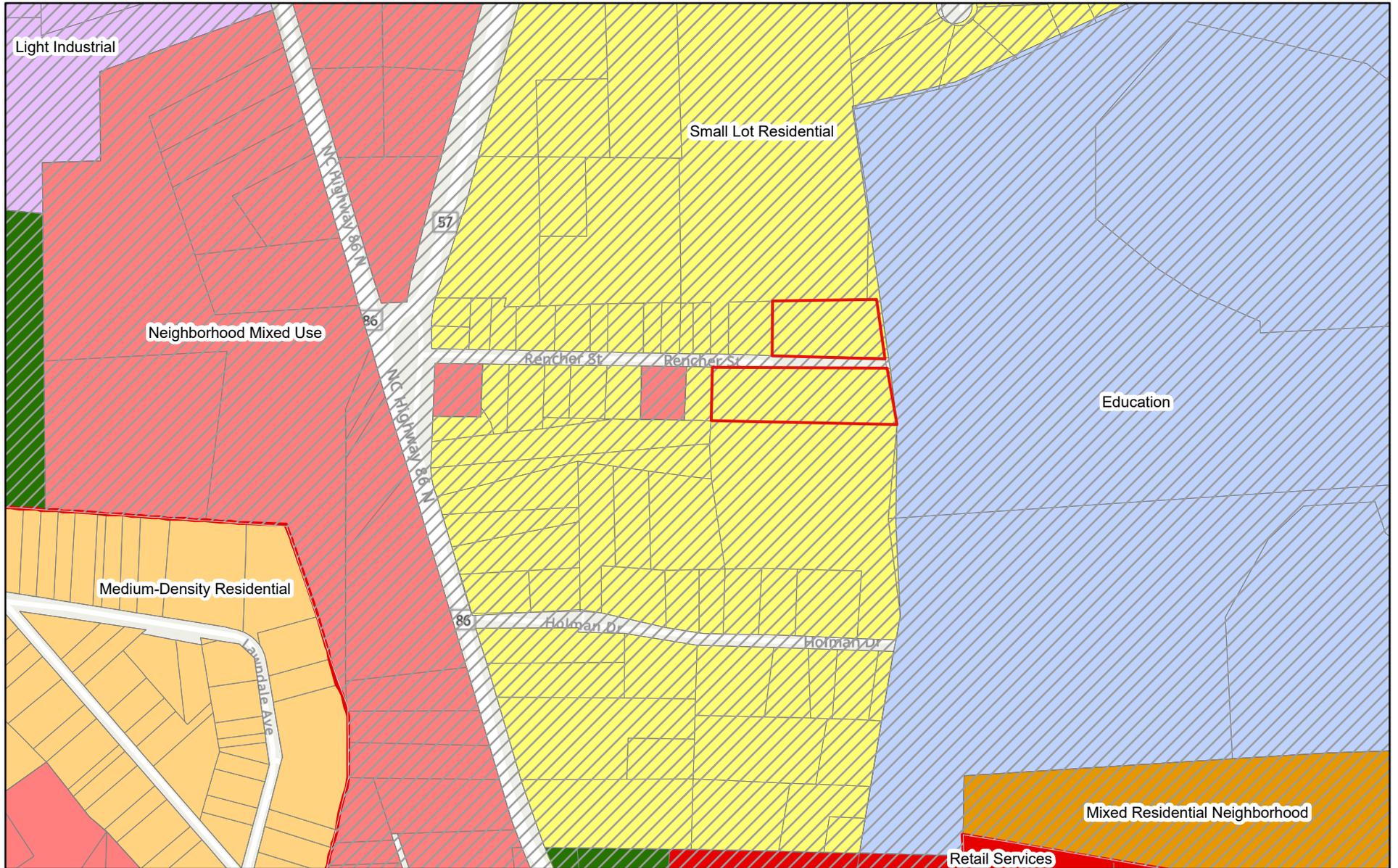
3/16/2026

- | | | | |
|--------------------------|--------------------------|-------------------------------|---------------------------------|
| Hillsborough ETJ | LI Light Industrial | R10 Residential 10,000 sf min | Orange County Parcels - Parcels |
| Hillsborough Town Limits | NB Neighborhood Business | R20 Residential 20,000 sf min | World_Hillshade |
| Zoning | OI Office Institutional | R40 Residential 40,000 sf min | |
| GC General Commercial | | | |



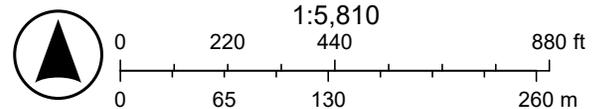
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus

Future Land Use Map



3/16/2026

- | | | | |
|---------------------------------|------------------------------|--------------------------------|-----------------------|
| Hillsborough ETJ | Urban Service Area | Medium-Density Residential | Permanent Open Space |
| Hillsborough Town Limits | Hillsborough Land Use | Mixed Residential Neighborhood | Retail Services |
| Orange County Parcels - Parcels | Education | Neighborhood Mixed Use | Small Lot Residential |
| | Light Industrial | | |



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus

Date: 2/12/2026



RE: Rencher Street Parcels Annexation Letter of Interest

To: Town of Hillsborough Board of Commissioners

To whom it may concern.

The property owner of 211 and 214 Rencher Street (PINS 9875-02-2069 and 9875-02-3239) seeks to annex the two parcels into the Town of Hillsborough to access public water and sewer. The intent is to develop the parcels, totaling approximately 0.44 AC, into approximately 12 single family homes as allowed in the existing R-10 zoning district. The lots will be developed to meet all development ordinance standards including setbacks and minimum lot sizes.

-3237

2.90 acres

It is our understanding that these parcels will be contiguous to other properties that are a part of a satellite annexation. 211 and 214 Rencher St are directly adjacent to parcels, including Orange Middle School and Orange High School that utilize Town of Hillsborough utilities. Utilities are within 100' of both properties and accessible through existing right of way.

Please reach out with any questions related to this request and we'll be happy to answer.

Sincerely,

Chris Rurkowski

Chris Rurkowski, PLA



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Community Services
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Stormwater and Environmental Services Manager Terry Hackett

ITEM TO BE CONSIDERED

Subject: Stormwater Program Update

Attachments:

1. 20 Years of Stormwater Summary
2. Falls Lake Rules Readoption Update
3. Presentation slides

Summary:

Fiscal Year 2026 marks the 20th anniversary of the Town of Hillsborough's stormwater program. Stormwater and Environmental Services Division staff will be presenting an update on the town's stormwater program, including major milestones, key program areas and accomplishments from the past 20 years. While not specifically included in the presentation, an update on the Falls Lake Rule readoption process is included in the agenda packet.

Financial impacts:

N/A

Staff recommendation and comments:

Receive presentation.

Action requested:

Receive presentation and provide feedback.

20 Years of Stormwater

Fiscal year 2026 marks the twentieth anniversary of the Town of Hillsborough’s stormwater program. This summary provides background information, lists major milestones, outlines key program areas and highlights accomplishments from the past 20 years.

Background

In 1972, the National Pollutant Discharge Elimination System (NPDES) program was established under the authority of the Federal Clean Water Act. Phase I of the NPDES Stormwater program was established in 1990. It required NPDES permit coverage for municipalities with populations of 100,000 or more.

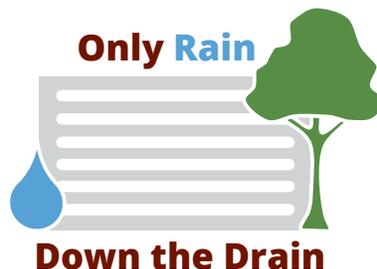
Phase II of the NPDES Stormwater program was signed into law in December 1999. The Phase II program extended permit coverage to smaller (< 100,000 pop.) communities and public entities that own or operate a municipal separate storm sewer system (MS4). It required these smaller communities to develop a stormwater program and obtain an NPDES permit for stormwater discharges.

In North Carolina, the Department of Environmental Quality (NCDEQ) administers the NPDES Stormwater program. NCDEQ issued the Town of Hillsborough’s initial Phase II permit, on October 1, 2005. The permit required the town to develop, implement, and enforce a stormwater program designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable. The program was implemented in phases over five years of the initial permit.

At the time, the town did not have personnel on staff to develop the stormwater program and opted to contract with Orange County through an inter-local agreement. Development of the town’s stormwater program by Orange County began in earnest in 2006.

Mission

The Town of Hillsborough’s stormwater program is implemented by the Stormwater and Environmental Services Division within the Community Services Department. The primary mission of this division is to reduce the amount of stormwater runoff pollution entering the town’s MS4.



20 Years of Stormwater



Program Areas

Pursuant to the town's stormwater discharge permit, six minimum measures or program areas are required to be implemented. Those six program areas include:

1. *Education and Outreach*

Provide stormwater pollution related educational programs at both public and school events; maintain and distribute fact sheets on stormwater runoff pollution reduction and similar topics.

2. *Public Involvement and Participation*

Provide volunteer opportunities for citizens including trash/litter clean ups and planting/maintaining green infrastructure and planting riparian buffers.

3. *Illicit Discharge Detection and Elimination*

Conduct dry weather screenings of stormwater outfalls and respond to illicit discharge and/or dumping incidents and take action to resolve them.

4. *Construction Site Runoff Control*

In partnership with Orange County Erosion Control, ensure construction sites maintain sediment and construction related debris onsite and out of the town'

5. *Post-Construction Runoff Control*

Review and approve stormwater management plans for new development and require construction, operation and maintenance of Stormwater Control Measures (i.e. wet ponds, stormwater wetlands, bioretention, etc.) that reduce stormwater runoff pollution.

6. *Pollution Prevention for Town Facilities and Operations*

Inspect town facilities and operations to ensure pollution prevention practices are followed in order to reduce stormwater runoff pollution prevention; maintain the town's MS4 including the removal of trash, litter, and debris.

Other program areas implemented by the Stormwater and Environmental Services Division include:

7. *Public Assistance*

Respond to citizen requests regarding stormwater runoff issues on their property.

8. *Riparian Buffers*

Implement and enforce the Neuse River Basin Riparian Buffer Rules as delegated by the state; conduct stream determinations and review riparian buffer impact requests and issue written authorizations as appropriate.

9. *Watershed Improvement/Green Infrastructure Projects*

Plan, manage and construct watershed improvement projects and/or stormwater green infrastructure projects as required pursuant to the Falls Lake Rules and as outlined in the town's Sustainability Plan.

10. *Environmental Support for other Town Departments/Divisions*

Provide various environmental support to other town departments and divisions and participate in local/regional watershed, conservation and environmental groups as a representative from the town.

Major Milestones

- 2005 NCDEQ issued the town's first NPDES Stormwater Discharge Permit in October 2005 (FY2006).
- 2008 Pollution prevention program for town-owned facilities began.
- 2011 Adopted regulations in the town code prohibiting illicit discharges to the town's stormwater system.
- 2012 Began implementing the Falls Lake Rules for stormwater, including nutrient standards for new development.
- 2012 Hired Terry Hackett, the town's first stormwater program manager.
- 2014 Obtained delegated authority from the state to implement the Neuse River Basin Riparian Buffer rules.
- 2016 Developed, adopted and began implementing a stormwater management utility and associated fee; created Stormwater and Environmental Services Division and promoted Terry Hackett to Manager of that division.
- 2017 Hired Stormwater Program Coordinator, Heather Fisher.
- 2021 Began implementing the Interim Alternative Implementation Approach (IAIA) in partnership with the Upper Neuse River Basin Association (UNRBA) requiring investment in watershed improvement projects to comply with the Falls Lake Existing Development Rule.
- 2023 NCDEQ conducted the town's first ever audit of its stormwater program.
- 2024 Hired Stormwater Technician, Claire Hansen.
- 2025 Rainfall from TS Chantal results in record flooding on the Eno River.
- 2026 FY206 marks the 20th year of the Town of Hillsborough's stormwater program.

20 Years of Stormwater



Program Statistics

The following section highlights a few selected statistics from each program area for the past 20 years.

1. *Education and Outreach*

- Number of Citizens Receiving Programs 4,627
- Number of Students Receiving Program..... 11,016

2. *Public Involvement and Participation*

- Number of trees and plants planted by volunteers..... 6,427
- Pounds of litter/trash removed by volunteers 63,492

3. *Illicit Discharge Detection and Elimination*

- Number of Dry Weather Inspections..... 139
- Number of IDDE Incidents Resolved 82

4. *Construction Site Runoff Control*

- Acres of Land Disturbance Permitted by Orange County Erosion Control 996
- Number of staff Construction Site Inspections..... 2,477

5. *Post-Construction Runoff Control*

- Number of Stormwater Control Measures..... 165
- Number of staff SCM Inspections..... 608

6. *Pollution Prevention for Town Facilities and Operations*

- Number of Staff Inspections 297
- Number of Issues Resolved 39
- Number of Catch Basins Cleaned 632
- Linear Feet of Swales/Ditches Maintained 45,962
- Pounds of Trash/Litter Removed from MS4..... 30,609
- Pounds of Debris Removed from Street Sweeping 184,084

20 Years of Stormwater



7. *Public Assistance*

- Number of Public Assistance Requests Completed 215

8. *Riparian Buffers*

- Number of Stream Determinations Completed 90
- Number of Buffer Authorizations Issued 35

9. *Watershed Improvement/Green Infrastructure Projects*

- Number of Projects Completed 21
- Benefits Provided:
 - Reduced Stormwater Runoff Pollution
 - Increased Stormwater Infiltration
 - Reduced Sedimentation
 - Increased Pollinator & Wildlife Habitat
 - Climate Resiliency
 - Education & Public Involvement

10. *Environmental Support Town Departments/Divisions and Local Organizations*

- Town Sustainability Plan
- Invasive Species Management Support
- Tree Board/Parks and Rec Board Support
- Urban Forestry Support
- Environmental Permitting Support
- Storm/EMS Support
- Inspection of Town Construction Projects
- Wildlife Management Support
- Clean Water Education Partnership
- Eno River Hydrilla Management Task Force
- Upper Nuese River Basin Association
- Piedmont Conservation Council
- Eno River State Park Advisory Committee

Falls Lake Rules Readoption Update – March 2026

The Falls Lake Nutrient Management Strategy (Falls Lake Rules) is an existing set of rules that define nutrient management requirements within the Falls Lake Watershed. These rules are currently going through a readoption process. The rules that impact Hillsborough include the following:

- Purpose and Scope
- New Development Stormwater Management
- Existing Managed Lands
- Wastewater Discharge

The NC Department of Environmental Quality, Division of Water Resources (DWR) staff distributed drafts of the Purpose and Scope, New Development and Existing Managed Lands rules in early February. A draft of the wastewater discharge rule has not yet been circulated.

These draft rules have been reviewed by town staff and discussed at the Upper Neuse River Basin Association's (UNRBA) March Path Forward Committee (PFC) meeting. Several issues with the draft rules were raised at the PFC meeting. This update includes background information about the rule readoption process and summarizes issues with the current DWR draft rules.

Background

Pursuant to NC Session Law 2018-5, the Falls Lake Rules Readoption process was triggered by the submittal of the NC Collaboratory report on Falls Lake. That report was submitted to NC Department of Environmental Quality, Division of Water Resources (DWR) and the Environmental Management Commission (EMC) in December of 2023.

In preparation of the Falls Lake Rules Readoption process, the UNRBA submitted its Concepts and Principles for the Reexamination and the Consensus Principles II documents to DWR and the EMC in November 2023. The UNRBA also submitted their final watershed model report in December 2023 and final lake model report in December 2024. DWR has responded that the reports have been accepted and the models approved under the reexamination provision of the Falls Lake Rules. Relative to rule readoption work, the UNRBA initiated an informal stakeholder process in December 2024 with four workgroups that developed a working draft set of rules.

However, at the May 2025 meeting of the EMC, the UNRBA learned that DWR had begun preparation of a set of draft Falls Lake Rules. No notice was provided to the UNRBA that this effort was underway, nor was there any information provided to the UNRBA on how DWR planned to use the information developed during the extensive workgroup process to provide preliminary draft rules.

The UNRBA subsequently updated their versions of the draft rules but the state's Environmental Management Commission (EMC) requested that the UNRBA and DWR work through differences to develop one set of draft rules to present to the EMC. This process has been ongoing and has included numerous meetings between the UNRBA and DWR. Despite this collaboration, there are significant issues with the current DWR draft rules.

DWR's Draft Rule Issues

The following highlights the more significant issues with the current (February 2026) draft rules proposed by DWR.

Purpose and Scope

- The current DWR draft still includes language regarding the 40% and 77% reductions in nitrogen and phosphorous that are in the current rule. While DWR considers this an “aspirational” goal, listing these numbers in the rule are problematic.
 - These reduction goals are inconsistent with the UNRBA's monitoring data and modeling efforts.
 - Falls Lake is considered a “4b water” and the Falls Lake Rules are a TMDL alternative; reduction goals or specific limits seem contrary to a 4b.
 - Even if these reductions are “aspirational goals” regulated local governments could be subject to legal action by environmental groups if the reductions are not met.
- While DWR's draft version includes a provision to develop a site specific chlorophyll-a standard for Falls Lake, they are proposing to utilize the stat's Nutrient Criteria Development Plan (NCDP) Scientific Advisory Council (SAC). Which was to develop site specific chlorophyll-a standards for High Rock Lake, Albermarle Sound and the Middle Cape Fear River. So for a standard has only been developed for High Rock Lake and that process took about 5 years. The concern here is how long this process may take and that the UNRBA (i.e. Falls Lake Watershed Association) is not specifically included in this process.



- Current draft rule does not commit DEQ to conduct monitoring of the main tributaries within the watershed. DEQ’s reasoning is lack of resources and staff. Monitoring is necessary to document progress and if DEQ does not have the resources then the regulated governments would have to bear the cost.

New Development Stormwater Management

- Generally, there is agreement with DEQ draft version. However, there may be some requirements that could be inconsistent with the town’s MS4 stormwater permit. We have asked DEQ to work with their MS4 permitting staff to ensure there are no issues.
- There is also some concern regarding annual reporting requirements and timing of submittals to DEQ, but we believe these will be worked out as the process moves forward.
- DEQ is also proposing a new tool used to calculate nutrient loads from new development. While we believe this tool will have an improved efficiency it will need to be vetted and tested.

Existing Managed Lands

- Generally the structure of DEQ’s draft existing managed lands rule is acceptable. It allows regulated governments the option of an individual program (nutrients “pounds” accounting) or an investment based approach similar to the current IAIA program.
- The DEQ version currently excludes counting money spent on the operation and maintenance of practices or projects completed under the investment based approach. Meaning, any money spent on maintaining something like a bioswale would not count towards investment compliance. This is not acceptable. Hopefully this will be resolved.
- There are other minor details that will need to be resolved on this rule but the UNRBA and town staff believe compromises can be worked out for this rule.

Wastewater Discharge

- No draft has been provided but DEQ staff indicated that they are still planning to draft language that allocates nutrients back to the 2006 baseline period. While that may help some, it does not alleviate the potential future issues in compliance with load allocations.
- Much like the Purpose and Scope rule, the UNRBA and town staff do not believe nutrient load allocations belong in the rule since this is not a TMDL but rather a 4b alternative plan. (See below for more discussion on TMDL vs. 4b plans)

Summary

There are still significant issues in DEQ's draft rules and staff does not believe DEQ will be ready to bring draft rules to the EMC in July 2026, which in turn puts into question whether the rules can be readopted in 2027. If DEQ is unwilling to compromise, the UNRBA will consider alternative actions.

In fact, the UNRBA legal team has been discussing options and while these options have not yet been discussed in detail with the UNRBA membership, it is on the agenda for the March UNRBA board of directors meeting. Given the potential cost of complying with these rules, it is important that town staff remain engaged in this process. Updates will be provided as new information becomes available.



Key Differences Between TMDLs and 4b Plans

DEQ assesses water bodies across the state to determine whether water quality standards are impaired or not. Under Section 303(d) of the Clean Water Act, if a water is impaired than a Total Maximum Daily Load (TMDL) is required. A TMDL defines the specific loading capacity for a pollutant. A TMDL is typically used when necessary to establish mandatory, calculated load reductions, particularly when sources are complex or unregulated.

However, the Clean Water Act allows for an alternative approach called a 4b Watershed Improvement Plan or 4b plan. A 4b plan is a demonstration that existing, non-TMDL pollution controls will result in attainment of water quality standards in a reasonable period of time. A 4b Plan is used when a state can demonstrate that existing regulations, permits, or voluntary actions are sufficient to fix the issue, eliminating the need for a new, detailed calculation. With this in mind, here are some discussion points for Falls Lake:

- Falls Lake is listed as a Category 4b water and is NOT on the 303(d) list of impaired waters requiring a TMDL pursuant to the Clean Water Act.
- It is a Category 4b because there is an existing plan which is the current Falls Lake Nutrient Management Strategy (Falls Lake Rules)
- If the Falls Lake Rules are indeed a Category 4b watershed plan, then pursuant to the CWA there cannot be a TMDL.
- If there is no TMDL, there cannot be a defined loading capacity and therefore there cannot be any poundage allocations defined in the existing Falls Lake Nutrient Management Strategy

The legality of whether or not an allocation can be included in the Falls Lake Rules is a possible pathway for the UNRBA to explore.

20 Years of Stormwater!

March 2026



HILLSBOROUGH
NORTH CAROLINA

1

20 Years of Stormwater

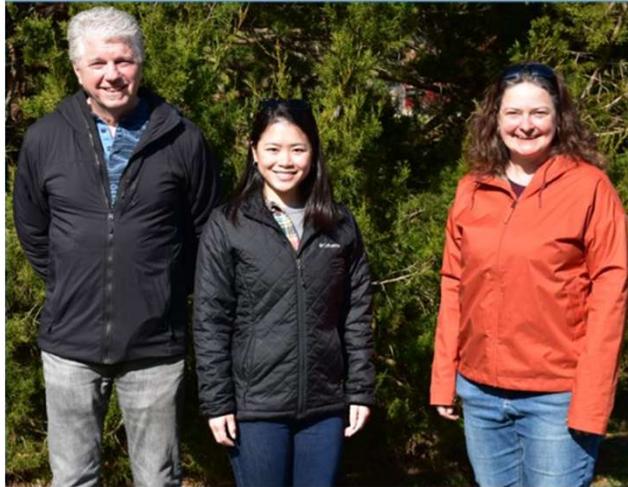
- What has Changed in 20 years?
- Stormwater Program Milestones
- 20 Years of Stormwater Statistics
- Project Highlights



2

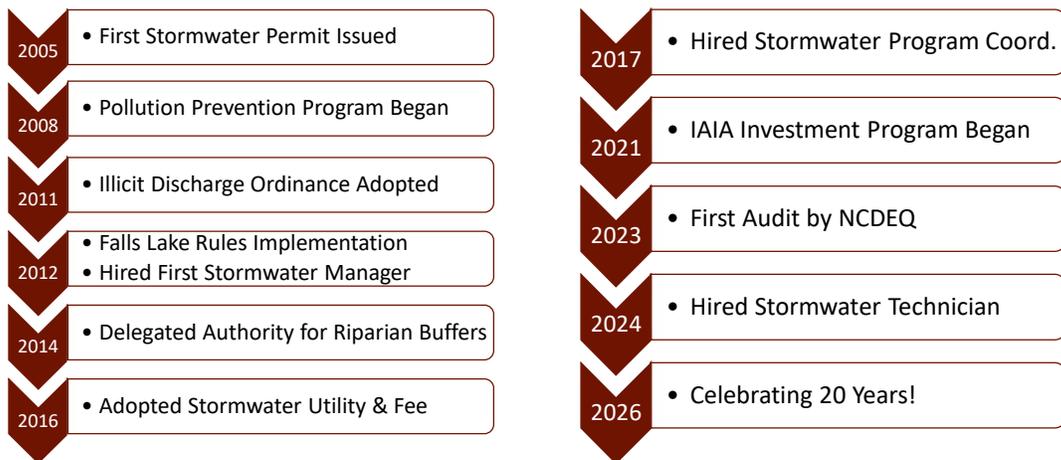
What has Changed?

- Budget
 - \$85,000 in FY2006
 - \$1.1 Million FY2026
- Staff
 - Contract with OC
 - 3 Full Time Staff



*Stormwater & Environmental Division Staff
Terry Hackett, Claire Hansen and Heather Fisher (from left to right)*

Major Milestones



Our Mission

Reduce the amount of stormwater runoff pollution entering the town's Municipal Separate Stormwater Sewer System (MS4)



Protect the water quality of the Eno River

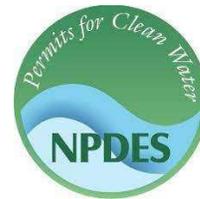


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How Do We Accomplish Our Mission?

Minimum Measures/Program Areas

1. Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Post-Construction Runoff Control
6. Pollution Prevention

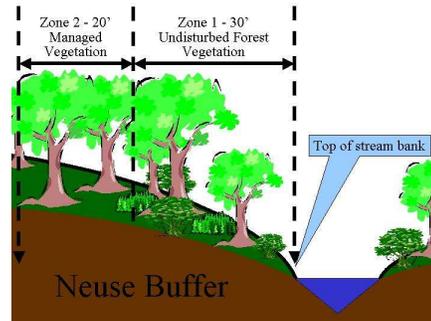


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How Do We Accomplish Our Mission?

Other Program Areas

7. Public Assistance
8. Riparian Buffers
9. Watershed Improvement Projects
10. Environmental Support for other Town Departments/Divisions



7

1. Public Education and Outreach

- Number of Citizens

4,627

- Number of Students

11,016



8

2. Public Involvement and Participation

- Number Trees/Plants

6,427

- Pounds of Trash

63,492



9

3. Illicit Discharge and Elimination

- Dry Weather Inspections

139

- IDDE Incidents Resolved

82



10

4. Construction Site Runoff Control

- Land Disturbance Permitted (acres)

996

- Staff Inspections (OC & ToH)

2,477



5. Post-Construction Runoff Control

- Number of SCMs

165

- SCMs Staff Inspections

608



6. Pollution Prevention for Town Facilities

- PP Inspections by Staff

297

- Issues Resolved?:

39



13

6. Pollution Prevention (Continued)

MS4 Maintenance:

- Catch basins Cleaned
632
- Swales/Ditches Maintained
45,962 linear feet
- Trash/Litter Removed
30,609 pounds
- Debris from Street Sweeping
184,084 pounds



14

7. Public Assistance

- Requests Completed

215



15

8. Riparian Buffers

- Surface Water Identifications

90

- Buffer Authorizations:

35



16

9. Watershed Improvement Projects

- Projects Completed

21

- Benefits Provided:

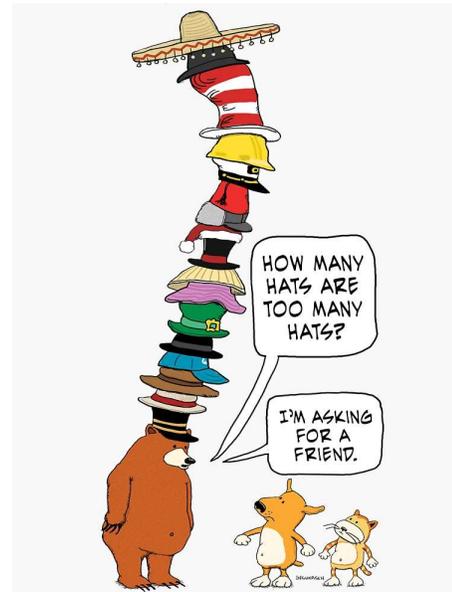
- **Reduced Stormwater Runoff Pollution**
- **Increased Stormwater Infiltration**
- **Reduced Sedimentation**
- **Increased Pollinator & Wildlife Habitat**
- **Climate Resiliency**
- **Education & Public Involvement**



17

10. Environmental Support

- Town Sustainability Plan
- Invasive Species Management Support
- Tree Board/Parks and Rec Board Support
- Urban Forestry Support
- Environmental Permitting Support
- Storm/EMS Support
- Inspection of Town Construction Projects
- Wildlife Management Support
- Clean Water Education Partnership
- Eno River Hydrilla Management Task Force
- Upper Nuese River Basin Association
- Piedmont Conservation Council
- Eno River State Park Advisory Committee



18

GSI/Watershed Improvement Projects

Recent projects:

- Compost Blanket at Riverwalk
- Riverwalk Bioswale
- DNJ Community Center Rain Garden and Rain Barrels/Cistern
- Odie Street Green Infrastructure and Stream Stabilization



19

Odie Street Stream Stabilization



20

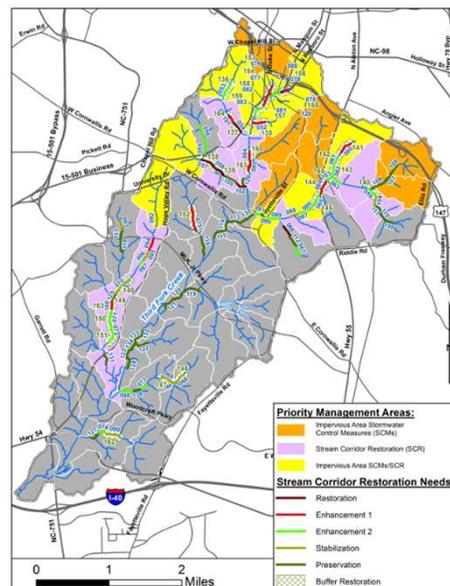
Odie Street Stream Stabilization



21

Future Projects

- Eno Mill Dam Removal
- Downtown Parking Compost Blanket
- Stream Restoration Plan



Credit: City of Durham



22

Illicit Discharge Incidents

- Circle K Gas Station



23

Illicit Discharge Incidents

- Warren Wash



24

Creek Week



25

Questions/Discussion



26



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: March 23, 2026
Department: Legal
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Robert Hornik, Town Attorney
Katie Barber-Jones, Litigation Counsel

ITEM TO BE CONSIDERED

Subject: Settlement agreement for KEPSC Hillsborough LLC v. Town of Hillsborough

Attachments:

1. Proposed Settlement Agreement
2. Resolution approving the settlement agreement
3. Proposed legal consent order

Summary:

In November 2024 KEPSC Hillsborough LLC filed a lawsuit against the town arising from a dispute regarding the development of the remaining undeveloped portion of the Corbinton Commons project (the east side of the property). KEPSC also sought a determination by the Planning and Economic Development Manager, Shannan Campbell, regarding the density at which the property could be developed. The special use permit for the property allowed development of either a MAHS facility (Multi-unit Assisted Housing with Services) or a CCRC facility (Continuing Care Retirement Community) on the property. However, it was determined that such development would be unfeasible. Therefore, KEPSC had proposed (but never applied for) to develop the property as a townhouse development with approximately 67 residential dwelling units. Ultimately KEPSC filed its lawsuit seeking the right to develop the property as now proposed and seeking money damages and attorney's fees for alleged "taking" of its property rights by the town. The town has defended its actions in the lawsuit. KEPSC also appealed Campbell's determination regarding density to the Board of Adjustment.

All legal and appeal proceedings have been "on hold" as KEPSC and the town attempted to reach a resolution of the lawsuit. In October 2025 KEPSC and the town had a court-mandated mediation session, as a result of which a tentative settlement agreement was reached. The town board approved the general terms of the settlement at its November meeting. The parties have been in discussions since that time to formalize the settlement agreement, and the formal Settlement Agreement is before the board tonight. The terms are consistent with the terms reviewed and approved by the board in November. Boiled down to its simplest terms, the settlement provides for the town to approve the rezoning of the property to allow for the development of approximately 67 townhomes, with a development agreement providing specific terms, including the contribution by KEPSC of \$40,000 to the town's affordable housing fund. The settlement agreement would then be presented to the court for approval, after which the zoning action can be finalized. KEPSC has agreed to dismiss the lawsuit against the town after the rezoning is finalized.

Financial impacts:

Low; Contribution of \$40,000 to the town's affordable housing fund.

Staff recommendation and comments:

Town Staff recommends approval of the Settlement Agreement as presented.

Action requested:

Adopt a resolution approving the Settlement Agreement.

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: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid do hereby certify that _____ 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 _____ day of _____, _____.

Notary Public

My Commission Expires: _____

[Affix Notary Seal]

THE TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: _____

Name:

Title:

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

I, _____, a Notary Public of the State and County aforesaid do hereby certify that _____ 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 _____ day of _____, _____.

Notary Public

My Commission Expires: _____

[Affix Notary Seal]



RESOLUTION

Approving a Settlement Agreement and Consent Order For Resolution of Pending Litigation

WHEREAS, the Town of Hillsborough was named as a Defendant in the litigation styled KEPSC Hillsborough, LLC, Plaintiff, v. Town of Hillsborough, Defendant, Orange County Superior Court, Case No. 24CV003340-670, which made certain allegations concerning the Plaintiff's planned development of property on statutory and constitutional grounds, and the town has denied any wrongdoing or liability; and

WHEREAS, the parties have reached an agreement to settle the litigation after a court-mandated mediated settlement conference; and

WHEREAS, the proposed development has been made the subject of a rezoning application and proposed development agreement that were presented to the Hillsborough Board of Commissioners and the Hillsborough Planning Board at a joint public hearing of those bodies on February 18, 2026, where public comment was received; and

WHEREAS, the Hillsborough Board of Commissioners wishes to enter into the Settlement Agreement attached to this Resolution as Exhibit A and to request that an Orange County Superior Court Judge enter the Consent Order attached to this Resolution as Exhibit B, with the intention of fully and finally resolving the litigation;

NOW, THEREFORE, be it resolved by the Hillsborough Board of Commissioners as follows:

1. The Settlement Agreement attached to this Resolution as Exhibit A is approved and the Assistant Town Manager is hereby authorized and directed to execute the Settlement Agreement on behalf of the Town of Hillsborough.
2. The Consent Order attached to this Resolution as Exhibit B is approved and counsel for the Town of Hillsborough is authorized and directed to present the Consent Order to a judge of the Orange County Superior Court for consideration.
3. Upon execution of the Settlement Agreement and entry of the Consent Order, the Town of Hillsborough Board of Commissioners shall undertake all necessary steps to carry out the duties agreed to in the Settlement Agreement and required by the Court in the Consent Order.

Approved this 23rd day of March of the year 2026.

Mark Bell, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk

STATE OF NORTH CAROLINA
ORANGE COUNTY

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 _____, 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: _____.

Superior Court Judge Presiding

WE CONSENT:

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

/s/ Robin Tatum
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Telephone: (919) 821-1220
*Attorneys for Plaintiff KEPSC
Hillsborough LLC*

HARTZOG LAW GROUP LLP

/s/ Katherine Barber-Jones
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KATHERINE BARBER-JONES
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*Attorneys for Defendant Town of
Hillsborough*