



Agenda

Planning Board and Board of Commissioners Joint Meeting

7:00 PM February 19, 2026

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

1. Call to order, confirmation of quorum, and public charge

The Hillsborough Board of Commissioners and Planning Board pledge to the community of Hillsborough their respect. The boards ask participants to conduct themselves in a respectful, courteous manner with the boards and with fellow participants. At any time should any member of the boards or any participant fail to observe this public charge, the Planning Board chair or their designee will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Planning Board chair or their designee will recess the meeting until such time that a genuine commitment to this public charge is observed.

2. Agenda changes and approval

3. Open the public hearing

4. Public hearings

A. Rezoning request for 202 Holiday Park Road; PIN 9865407877 (applicant-initiated)

B. Rezoning request and development agreement for 715 US Hwy 70 East; PIN 9874490155 (applicant-initiated)

C. Text amendment to UDO Sec. 2.5.7, Historic District Commission - Quorum & Necessary Vote (staff-initiated)

5. Close the public hearing

6. Planning Board recommendations

7. Staff and board updates

A. Parks & Recreation Board

B. Board of Adjustment

C. Staff and board members

8. 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
919-732-1270 | www.hillsboroughnc.gov | @HillsboroughGov

Public Comment Instructions

For agenda items and items not on the agenda.

Public Comment — Written

Members of the public may provide written public comment by submitting it via the Planning Board contact form at <https://www.hillsboroughnc.gov/about-us/contact-us/contact-planning-and-economic-development> by noon the day of the meeting.

When submitting the comment, include the following:

- Date of the meeting
- Agenda item you wish to speak on
- Your name, address, email, and phone number

Public Comment — Verbal

Members of the public can indicate they wish to speak during the meeting by contacting the Planning Board's staff support at 919-296-9470 or through the board contact form at <https://www.hillsboroughnc.gov/aboutus/contact-us/contact-planning-and-economic-development> by noon the day of the meeting.

When submitting the request to speak, include the following:

- Date of the meeting
- Agenda item you wish to speak on
- Your name, address, email, and phone number

Members of the public can also attend the meeting and sign up to speak prior to the meeting starting. For concerns prior to the meeting related to speaking, contact staff support at 919-296-9470.



Agenda Abstract

JOINT PUBLIC HEARING

Meeting Date: February 19, 2026
 Department: Planning & Economic Development Division
 Agenda Section: Public hearings
 Public hearing: Yes
 Date of public hearing: February 19, 2026

PRESENTER/INFORMATION CONTACT

Molly Boyle, Senior Planner

ITEM TO BE CONSIDERED

Subject: Rezoning request for property at 202 Holiday Park Road (PIN 9865-40-7877)

Attachments:

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

Summary:

202 Holiday Park Rezoning Details	
Property owner	Home Hillsborough LLC
Applicant	Gregg Pacchiana (Managing Member)
Parcel ID Number (PIN)	9865-40-7877
Location	202 Holiday Park Road
In town limits?	Yes
Acreage	6.25 acres
Current zoning	General Commercial (GC)
Proposed zoning	Neighborhood Business (NB)
Future Land Use category	Retail Services

Comprehensive Sustainability Plan goals:

Land Use & Development Goal 1: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.

- Strategy: Ensure that land use and development regulations are aligned with preferred future land use and growth patterns.
- Action: Revise zoning and development regulations in accordance with the Future Land Use Plan and the Future Land Use Map and water and sewer needs. Condense land use classifications.

Financial impacts:

None.

Staff recommendation and comments:

Background

In 2020, the property owner, Home Hillsborough LLC, applied to annex this property to the town, change the future land use designation to Retail Services, and rezone it to General Commercial (GC). The town board approved these requests on September 14, 2020.

There is an existing 6,000 square foot building on site that previously served as a local chapter of the Moose Lodge, a fraternal and service organization. Home Hillsborough LLC currently rents the building to Ocean South Imports, a wine importer and distributor. Ocean South Imports will not be renewing its lease, and Home Hillsborough LLC is requesting to rezone the property from General Commercial (GC) to Neighborhood Business (NB) before bringing in another tenant.

Future Land Use Plan designation

The Future Land Use Plan shows this property in the Retail Services category, which envisions a variety of retail and commercial uses near existing residential and employment areas. Rezoning this property to Neighborhood Business would be consistent with this designation. The Future Land Use Plan is available on the town’s website at <https://www.hillsboroughnc.gov/about-us/departments/community-services/planning/future-land-use-plan>.

Water and sewer availability

The property has existing water and sewer service.

Staff recommendation

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

Action requested:

Hold the public hearing. After the public hearing closes, the Planning Board may make its recommendation if prepared to do so.



TOWN OF
HILLSBOROUGH

APPLICATION
General Use Rezoning

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

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

SUBMITTAL REQUIREMENTS

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

PROPERTY OWNER CONTACT

Name Gregg Pacchiana (Managing Member Home Hillsborough LLC)
Address PO Box 610, Hillsborough NC 27278
Phone [REDACTED] Email [REDACTED]

APPLICANT CONTACT

Name Gregg Pacchiana
Address PO Box 610, Hillsborough, NC 27278
Phone [REDACTED] Email [REDACTED]

PROPERTY DETAILS

Addresses/Location 202 Holiday Park Rd, Hillsborough NC 27278
Parcel ID Numbers 9865407877
Existing Land Uses/Structures Warehouse, Wine Distribution (6,000SF bldg) Storage (2,500 SF bldg)
Total Acreage 6.5 Current Zoning GC Proposed Zoning NB

CONSISTENCY WITH THE COMPREHENSIVE SUSTAINABILITY PLAN

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

See Attached

GENERAL STANDARDS CONSIDERED BY THE BOARD OF COMMISSIONERS

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

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

See Attached

SIGNATURES

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

Gregg Pacchiana

Printed name of owner


Signature

01/27/26
Date

Gregg Pacchiana

Printed name of applicant


Signature

01/27/26
Date

STAFF USE ONLY

Date received January 28, 2026

Received by MOB

Fee and receipt number \$1,312.50 (060829)

Tentative hearing date February 19, 2026

Supporting Text for rezoning of 2020 Holiday Park Drive from GC to NB.

Consistency with the Comprehensive Sustainability Plan

This property was annexed by the town when Home Hillsborough LLC acquired the property. The property has town water and sewer service. Prior to acquisition the property was the local Moose Lodge and used for assembly purposes. The current use of the property is warehouse for a wine distributor which holds bi-annual sales events at the warehouse for its customers. The current zoning of the parcel is Hillsborough GC. The surrounding parcels are currently zoned Orange County AR, Hillsborough Multifamily, and Hillsborough Residential. Because of the proximity to 70, and the zoning of surrounding properties, we feel rezoning from GC to NB is consistent with the Comprehensive Sustainability Plan.

The proposed rezoning would allow us the owners to rent the space to a church while we make long-term plans to redevelop the property. Ownership has no plan to sell the property.

As you are aware the Town of Hillsborough is in the process of updating the UDO. The owners of Home Hillsborough are longtime residents and business owners in Hillsborough and are committed to the best interests of the town. As such, we are also committed be active participants and assist town staff during the drafting of the new UDO.

General Standards Considered by the Board of Commissioners

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

The rezoning is consistent with Town-adopted Plans

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

The area has numerous zoning districts by both the town and county. There has been significant growth in this area along the 70 corridor and varying uses are appropriate.

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

The Town is in the process of updating the UDO which indicates the communities need for change to current zoning and uses.

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

Proposed change is compatible.

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

We have met with staff and feel this would result in logical and orderly development of this parcel, as well as the surrounding area.

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

This change would NOT encourage premature development and we would work with the town on future development plans.

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

Not applicable

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

Not applicable. There are numerous classifications in this area and proposed classification is similar and compatible to existing classifications in the area and along 70.

3.7.2.9 The extent to which the proposed amendment would result in significant adverse impacts on Section 3: Administrative Procedures | 3-7Hillsborough Unified Development Ordinance the property values of surrounding lands; and

There would be no adverse impact on surrounding lands

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

There would be no adverse environmental impacts

[Home](#) [Business Registration](#) [Search](#) Limited Liability Company

Limited Liability Company

Actions

- [File an Annual Report/Amend an Annual Report](#)
- [Online Filing](#)
- [Add Entity to My Email Notification List](#)
- [View Filings](#)
- [Order a Document Online](#)
- [Print a Pre-Populated Annual Report form](#)
- [Print an Amended a Annual Report form](#)

Legal name: Home Hillsborough, LLC

Secretary of State Identification Number (SOSID): 1791843

Status: Current-Active

Citizenship: Domestic

Date formed: 1/14/2019

Registered agent: [Gregg Pacchiana](#)

Mailing address

2812 New Hope Church Rd
Chapel Hill, NC 27514

Principal Office address

2812 New Hope Church Rd
Chapel Hill, NC 27514

Registered Office address

2812 New Hope Church Rd
Chapel Hill, NC 27514

Registered Mailing address

2812 New Hope Church Rd
Chapel Hill, NC 27514

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Managing Member**

[Gregg Pacchiana](#)

2812 New Hope Church Rd
Chapel Hill NC 27514

[Return to top](#)

Other Agencies

[NC Gov](#)

[State Board of Elections](#)

[North Carolina Birth Certificate Information](#)

[North Carolina State Bar](#)

[North Carolina Department of Commerce](#)

[North Carolina Department of Revenue](#)

[All North Carolina Government Organizations](#)

Links of Interest

[National Association of Secretaries of State](#)

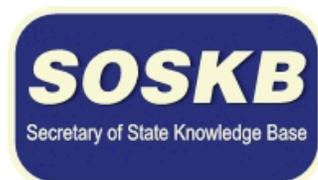
[Intellectual Property](#)

[NASAA - North American Securities Administrators Association](#)

[North Carolina Consular Corps](#)

[Secretary of State Disclaimer & Privacy](#)

Hours of Operation Monday - Friday 8:00 am - 5:00 pm



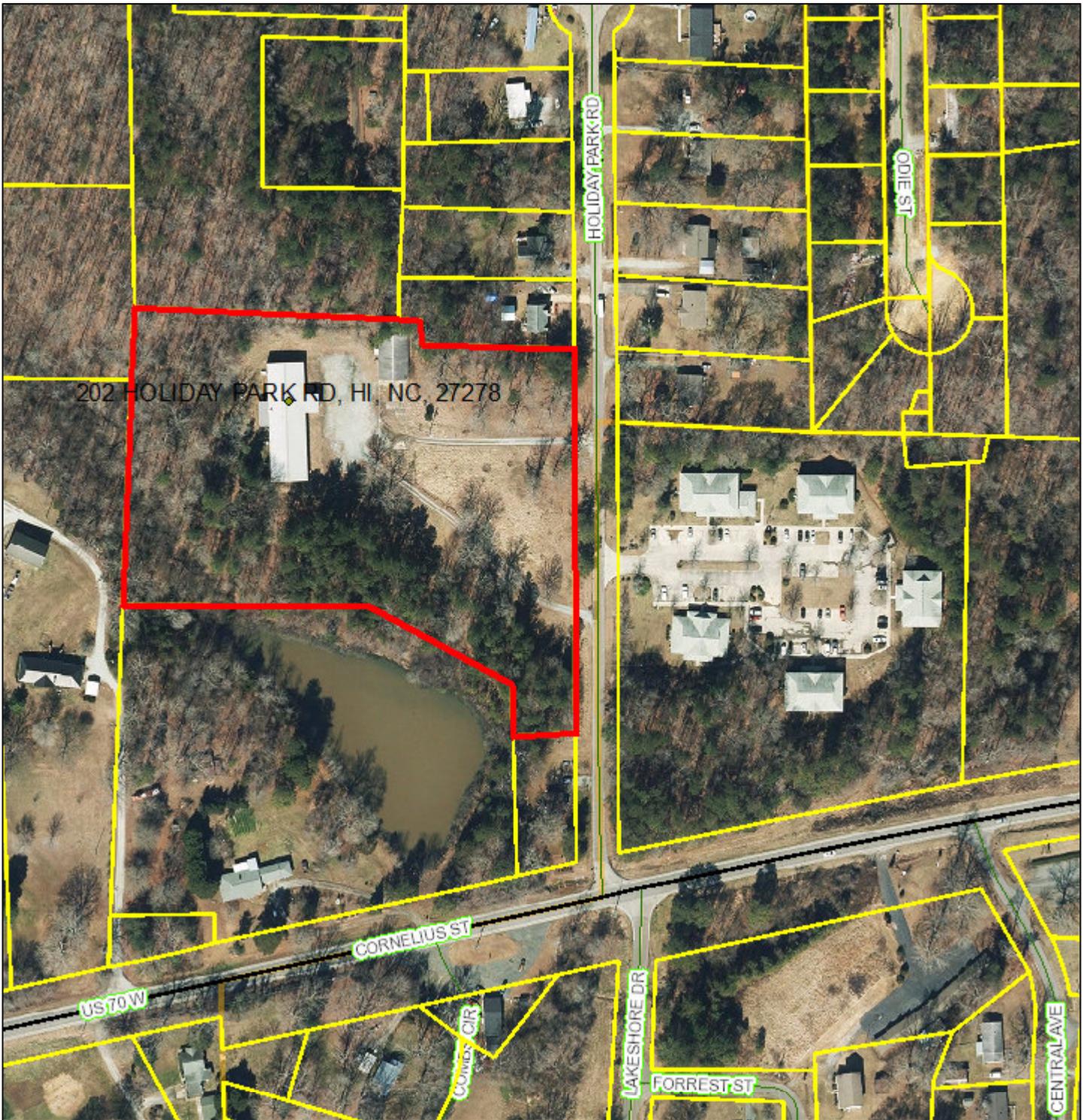
North Carolina Secretary of State's Office



Contact Us

[919-814-5400](#) [Support](#) [Division Directory](#)

Vicinity Map- 202 Holiday Park Rd



202 HOLIDAY PARK RD, HI, NC, 27278

This map contains parcels prepared for the inventory of real property within Orange County, and is compiled from recorded deed, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The county and its mapping companies assume no legal responsibility for the information on this map.

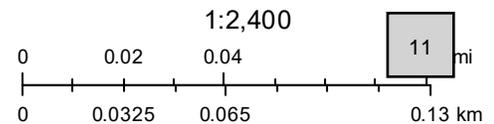
February 10, 2026

PIN: 9865407877
OWNER 1: HOME HILLSBOROUGH LLC
OWNER 2:
ADDRESS 1: PO BOX 610
ADDRESS 2:
CITY: HILLSBOROUGH

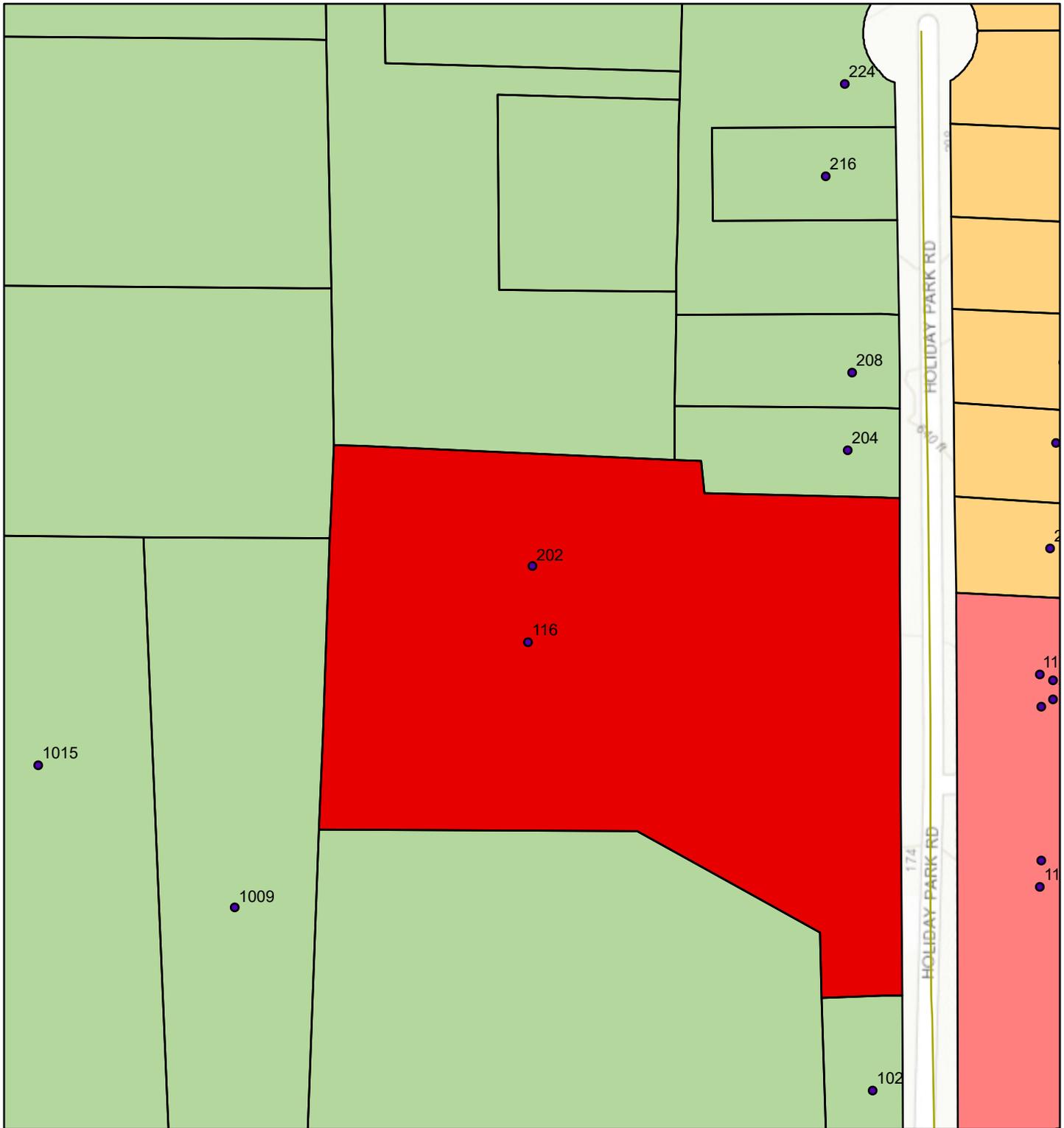
SIZE: 6.25 A
DEED REF: 6577/95
RATECODE: 23
DATE SOLD: 02/12/2019
BLDG SQFT: 6000
YEAR BUILT: 1989

BUILDING COUNT: 1
LAND VALUE: \$388,000
BLDG_VALUE: \$433,600
USE VALUE: \$0
TOTAL VALUE: \$821,600

STATE ZIP: NC 27278
Section 4, Item A. W/S HOLIDAY PARK RD P122/113



Future Land Use Map- 202 Holiday Park Rd

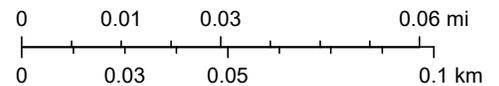


2/10/2026, 2:38:06 PM

1:2,257

- Addresses
- ▭ Parcels
- Streets
- ▭ Urban Service Area

- HillsboroughLandUse**
- ▭ Medium-Density Residential
 - ▭ Neighborhood Mixed Use
 - ▭ Retail Services
 - ▭ Rural Living



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

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

5.1.8 TABLE: USE TABLE FOR NON-RESIDENTIAL DISTRICTS

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

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

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



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Rezoning request for 202 Holiday Park Road (PIN 9865407877)
February 19, 2026

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed an application from Home Hillsborough LLC to rezone one parcel totaling approximately 6.25 acres in area at 202 Holiday Park Road (PIN 9865407877) from General Commercial (GC) to Neighborhood Business (NB); and

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

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

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

1. The proposed amendment **IS/IS NOT CONSISTENT** with the Town of Hillsborough Comprehensive Sustainability Plan, specifically with the following goal and strategy in the *Land Use and Development* chapter:

- Land Use and Development Goal 1: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
- Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.

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

2. The proposed map amendment **ADVANCES/DOES NOT ADVANCE** identified goals and strategies found in the CSP and **PROMOTES/DOES NOT PROMOTE** the public health, safety, and welfare by _____.

WHEREFORE, upon a motion by _____, seconded by _____,

the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes:

Noes:

Absent:

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

Hooper Schultz, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: _____



Agenda Abstract

JOINT PUBLIC HEARING

Meeting Date: February 19, 2026
 Department: Planning & Economic Development Division
 Agenda Section: Public hearing
 Public hearing: Yes
 Date of public hearing: February 19, 2026

PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Economic Development Manager

ITEM TO BE CONSIDERED

Subject: General use rezoning request and development agreement for 715 US HWY 70 East (PIN 9874490155); Assistive Living Neighborhood (ALN) to Multifamily (MF)

Attachments:

1. Rezoning application
2. Vicinity, Zoning, and Future Land Use Maps
3. UDO Table 5.1.7, Use Table for Residential Districts (allowable uses in ALN and MF highlighted)
4. Draft development agreement and 'Exhibit B' concept plan
5. Draft Planning Board Consistency statement and recommendation

Summary:

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

Comprehensive Sustainability Plan goals:

Land Use and Development Goal 1: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.

Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.

Action: Analyze additional opportunities for infill and redevelopment and increased density in existing neighborhoods, focusing on the provision of water and sewer and other infrastructure and services.

Financial impacts:

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

Staff recommendation and comments:

Background

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

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

Original concept plan snippet for full ‘Corbinton Commons Retirement Campus’:



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

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

- A 10 year term
- Construction of up to 67 attached dwelling units, generally consistent with the concept plan attached to the draft development agreement noted as ‘Exhibit B’
- The utilization of one entrance/exit out to US 70 East
- No subdivision of lots
- A payment in lieu of \$40,000 to the Town’s Affordable Housing Fund

- Construction of private streets, with curb, gutter, and stormwater facilities serving the project
- Construction of sidewalks along the properties frontage on US HWY 70 East and a walking trail on the perimeter of the property to connect with an existing walking trail in Corbinton Commons
- Necessary repairs to the pedestrian bridge located at the southeast corner of the property
- Town water and sewer service to the project as soon as it is available, but no later than June 30, 2028
- Water infrastructure developed with two (2) points of water line connection
- Future connection to the Corbinton Commons pump station

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



Zoning designation

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

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

Future Land Use Plan designation

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

Water and sewer availability

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

Staff recommendation

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

Action requested:

Hold the public hearing. After the public hearing closes, the Planning Board may make its recommendation if prepared to do so, or defer to a recommendation at their next regular meeting.



TOWN OF
HILLSBOROUGH

APPLICATION
General Use Rezoning

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

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

SUBMITTAL REQUIREMENTS

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

PROPERTY OWNER CONTACT

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

APPLICANT CONTACT

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

PROPERTY DETAILS

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

CONSISTENCY WITH THE COMPREHENSIVE SUSTAINABILITY PLAN

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

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

GENERAL STANDARDS CONSIDERED BY THE BOARD OF COMMISSIONERS

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

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

Applicant’s Responses:

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

SIGNATURES

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

KEPSC Hillsborough, LLC

Printed name of owner



Signature

1-15-2026

Date

Robin L. Tatum
Attorney for KEPSC

Printed name of applicant



Signature

1-15-2026

Date

STAFF USE ONLY

Date received January 22, 2026

Received by SNC

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

Tentative hearing date February 19, 2026

3.7 UNIFIED DEVELOPMENT ORDINANCE AND MAP AMENDMENTS

3.7.1 INTENT

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

3.7.2 GENERAL STANDARDS/FINDINGS OF FACT

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

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

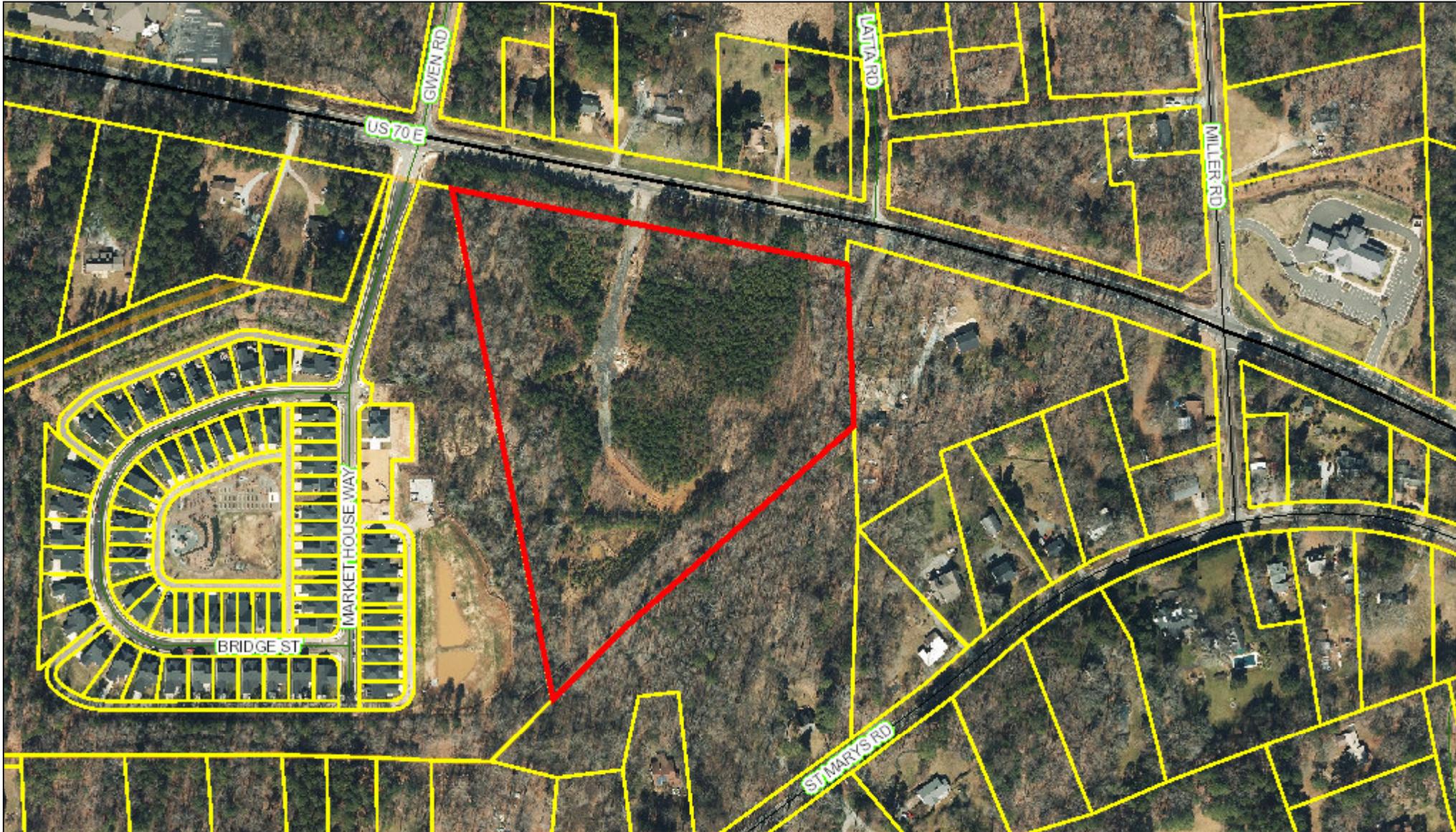
- 3.7.2.1** The extent to which the proposed amendment is consistent with all applicable Town-adopted plans.
- 3.7.2.2** The extent to which there are changed conditions that require an amendment.
- 3.7.2.3** The extent to which the proposed amendment addresses a demonstrated community need.
- 3.7.2.4**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

3.7.3 AUTHORITY TO APPLY

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

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

Vicinity Map



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

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

PIN: 9874490155

OWNER 1: KEPSC HILLSBOROUGH LLC

OWNER 2:

ADDRESS 1: 7001 BRUSH HOLLOW RD

ADDRESS 2: STE 200

CITY: WESTBURY

STATE, ZIP: NY 11590

TR 1 CORBINTON COMMONS P101/67

SIZE: 13.44 A

DEED REF: 5843/457

RATECODE: 23

TOWNSHIP HILLSBOROUGH

BLDG SQFT:

YEAR BUILT:

BUILDING COUNT:

LAND VALUE: \$705,600

BLDG_VALUE: \$0

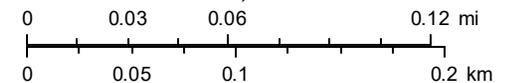
USE_VALUE: \$0

TOTAL VALUE: \$705,600

DATE SOLD: 9/8/2014

TAX STAMPS: 2600

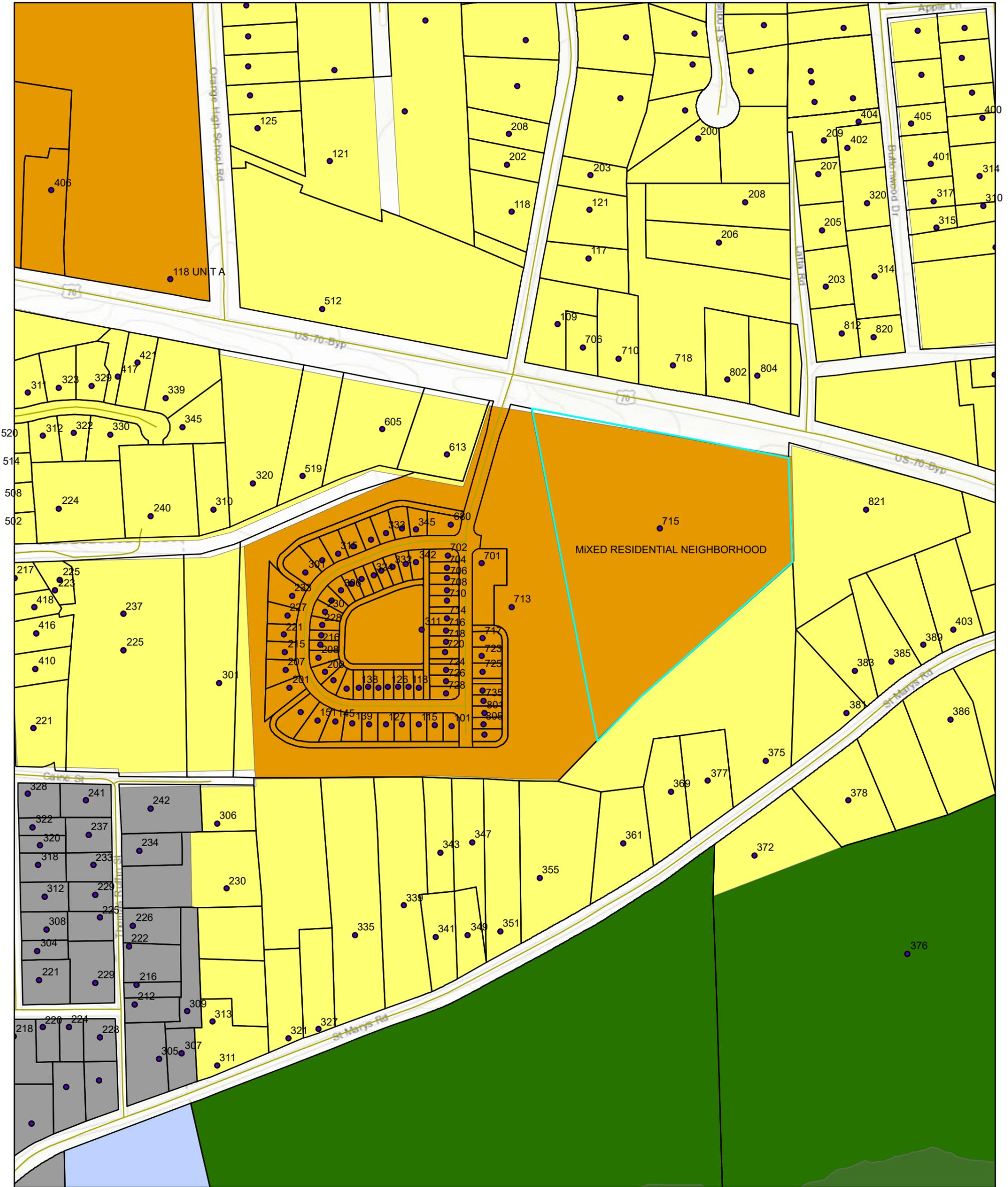
1:3,600



ORANGE COUNTY
NORTH CAROLINA

27

Hillsborough Future Land Use Map 715 US HWY 70 E

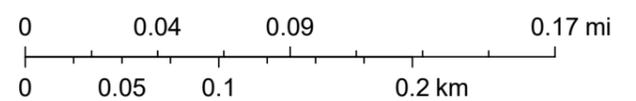


2/9/2026, 7:24:16 PM

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

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

1:4,514



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

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

P = Permitted by Right

SUP = Permitted with a Special Use Permit

+ = When also in the Plus Overlay district

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

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

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

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

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

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

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

5.1.7 TABLE: USE TABLE FOR RESIDENTIAL DISTRICTS

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

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

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF ORANGE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES FOLLOW.

DRAFT

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

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

TOWN OF HILLSBOROUGH, NORTH CAROLINA

By: _____ (SEAL)

Name: Eric Peterson

Title: Town Manager

Date: _____

Attest: _____

Town Clerk

STATE OF NORTH CAROLINA TOWN ACKNOWLEDGEMENT
COUNTY OF ORANGE

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

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

Printed Name: _____

Notary Public

(Seal)

My Commission Expires:

Approval as to Form:

Town Attorney

Certificate of Town of Hillsborough Finance Officer

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

Finance Officer
KEPSC HILLSBOROUGH, LLC

Date

a North Carolina limited liability company

By: _____

[Authorized Signatory]

STATE OF _____

_____ COUNTY

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

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

_____, Notary

Public

[Affix Notary Stamp or Seal]

My Commission Expires:

EXHIBIT A

Property Description

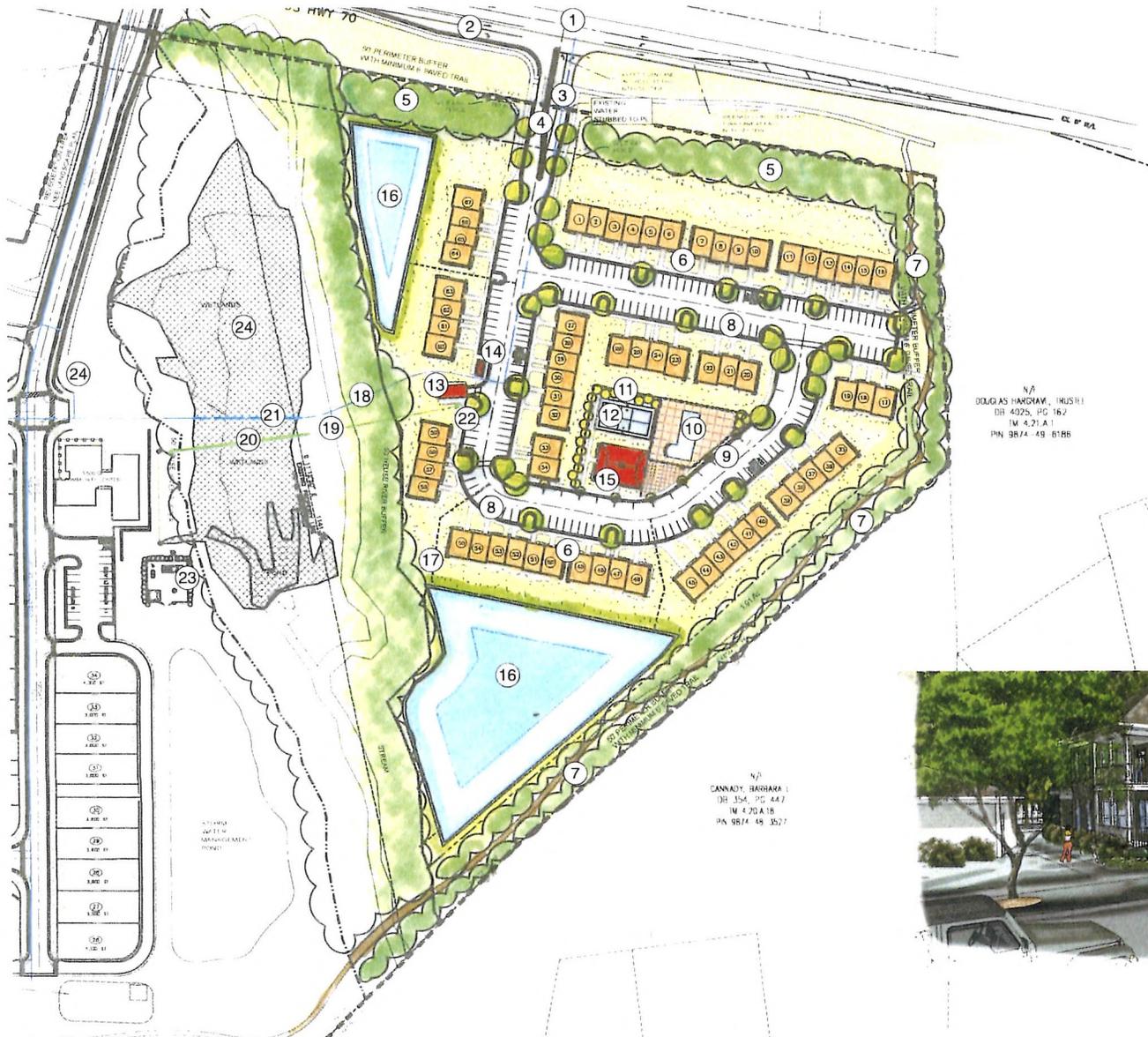
BEING in Orange County, North Carolina, and being more particularly described as follows:

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

EXHIBIT B
Concept Plan

EXHIBIT C
Extension Contract

EXHIBIT B



SKETCH BREAKDOWN:

TOTAL PARCEL: +/- 13.41 AC
 TOTAL DWELLING UNITS (DU): 67
 UNIT FOOTPRINTS:
 END: 25'X38'
 INTERIOR: 22'X38'

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

ALL STREETS PRIVATE
 TRASH PICK BY PRIVATE VENDOR VIA COMPACTOR
 WATER SYSTEM TO LOOP FROM ENTRANCE TO EXISTING WESTERN SYSTEM
 SEWER TO CONNECT TO PUMP STATION

CONCEPT KEY:

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

N/A
 DOUGLAS HARDRAW, INUS III
 DR 4025, PG 162
 IM 4.21.A.1
 PN 9874 49 6186

N/A
 CANNADY, BARBARA I
 DR 354, PG 447
 IM 4.20.A.18
 PA 9874 48 3527



ARCHITECTURAL CONCEPT

SUBJECT TO REGULATORY AGENCY REVIEW AND APPROVAL

SCALE 1"=120' 0" 120' 240'

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

TOWNHOME SKETCH PLAN
 CORBINTON
 HILLSBOROUGH, NC

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

1
 1



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

General use rezoning request for 715 US Highway 70 East (PIN 9874490155) with development agreement
March X, 2026

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

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

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

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

1. The proposed amendment **IS/IS NOT CONSISTENT** with the Town of Hillsborough Comprehensive Sustainability Plan:
 - Land Use and Development Goal 1: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
 - Strategy: Develop and adopt plans that contribute to meeting preferred future land use and growth patterns.

- Action: Analyze additional opportunities for infill and redevelopment and increased density in existing neighborhoods, focusing on the provision of water and sewer and other infrastructure and services.

2. The proposed map amendment **ADVANCES/DOES NOT ADVANCE** identified goals and strategies found in the CSP and **PROMOTES/DOES NOT PROMOTE** the public health, safety, and welfare by creating additional single family attached housing opportunities in the Town of Hillsborough.

WHEREFORE, upon a motion by _____, seconded by _____,

the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes:

Noes:

Absent:

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

Frank Casadonte, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: _____



Agenda Abstract

JOINT PUBLIC HEARING

Meeting Date:	February 19, 2026
Department:	Planning & Economic Development Division
Agenda Section:	Public Hearings
Public hearing:	Yes
Date of public hearing:	February 19, 2026

PRESENTER/INFORMATION CONTACT

Joseph Hoffheimer, Planner

ITEM TO BE CONSIDERED

Subject: Text amendment to Unified Development Ordinance (UDO) Section 2.5.7, Administration – Historic District Commission – Quorum and Necessary Vote (staff-initiated)

Attachments:

1. Draft text amendment
2. Draft Planning Board statement

Summary:

This is a “housekeeping” text amendment to change the definition of quorum for the Historic District Commission (HDC) from four members to a simple majority, excluding vacant positions and members disqualified from voting.

Comprehensive Sustainability Plan goal:

Town Government Goals and Actions 2: Adopt local laws, regulations, and policies that help to achieve sustainable and equitable outcomes.

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

Financial impacts: None.

Staff recommendation and comments:

UDO Section 2.5.7 currently requires a quorum of four HDC members to conduct any business, but the proposed amendment would align the UDO’s quorum requirements with NC GS § 160D-406 (i), which is more accommodating of vacancies and recusals.

On average, the HDC cancels one or two meetings per year due to the inability to meet quorum, but this text amendment would allow the board to meet more often and shorten the time that some Certificate of Appropriateness (COA) applicants currently must wait for a decision. Staff believe this change would have no adverse impact on the current operation of the HDC and that routine COA applications could be decided under the revised quorum definition. In addition, both the commission and applicants retain the option to continue more complex or contentious applications to a subsequent meeting when a fuller board may be present.

Staff recommends approval of the text amendment as written.

Action requested: Hold the public hearing. After the public hearing is closed, the Planning Board may make its recommendation if prepared to do so.

2. ADMINISTRATION

2.5 HISTORIC DISTRICT COMMISSION

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

2.5.1 POWERS AND DUTIES

The Historic District Commission shall have the following powers:

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

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

2.5.2 MEMBERSHIP

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

2.5.3 APPOINTMENT

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

2.5.4 TERMS OF OFFICE

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

2.5.5 STAFF

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

2.5.6 MEETINGS

2.5.6.1 Meeting Minutes

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

2.5.6.2 Open to the Public

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

2.5.7 QUORUM AND NECESSARY VOTE

2.5.7.1 A quorum of the Commission necessary to conduct any business shall consist of a majority of members. Vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter under G.S. 160D-109(d) shall not be considered members of the board for calculation of the requisite majority. ~~four (4) members.~~

2.5.7.2 The concurring vote of a majority of the quorum present, ~~but no fewer than three (3), of the members of the Commission~~ shall be necessary in order to decide in favor of the applicant on any matter upon which it is required to pass by this Ordinance.

2.5.8 RULES OF PROCEDURE

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



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Staff-initiated text amendment to UDO Section 2.5.7

February 19, 2026

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed a staff-initiated text amendment to UDO Section 2.5.7, Administration – Historic District Commission – Quorum and Necessary Vote; and

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

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

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

1. The proposed amendment **IS/IS NOT CONSISTENT** with the Town of Hillsborough Comprehensive Sustainability Plan (CSP), specifically with the following goal, strategy, and action in the Town Government Goals and Actions chapter:

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

2. The proposed text amendment **ADVANCES/DOES NOT ADVANCE** identified goals and strategies found in the CSP and **PROMOTES/DOES NOT PROMOTE** the public health, safety, and welfare by _____.

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

Ayes:

Noes:

Absent:

NOW, THEREFORE, the Board hereby **RECOMMENDS** that the Town Board of Commissioners **APPROVE/DENY** the requested UDO text amendment.

Hooper Schultz, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: _____