



Agenda

Board of Commissioners Regular Meeting

7:00 PM April 14, 2025

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

1. Public charge

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

2. Audience comments not related to the printed agenda

3. Agenda changes and approval

4. Items for decision – consent agenda

A. Minutes

- Budget retreat March 1, 2025
- Regular meeting March 10, 2025
- Regular meeting closed session March 10, 2025
- Work session March 24, 2025
- Work session closed session March 24, 2025

B. Miscellaneous budget amendments and transfers

C. Proclamation – Volunteer Appreciation Week

D. Special Event Permit – UPROAR Festival of Public Art 2025

E. Special Event Permit – Last Fridays and Art Walk 2025-26 Season

F. Annexation request for 500 Valley Forge Road (Piedmont Food Processing Center)

G. General use rezoning request for 119 W. Orange St.

H. Text amendment to Unified Development Ordinance Section 2.3, Planning Board (staff-initiated)

I. Text amendment to Unified Development Ordinance Section 3.7.8, Unified Development Ordinance and Map Amendments - Public Hearing (staff-initiated)

J. Unified Development Ordinance text amendment – Sections 6.3.1 - 6.3.3, Dimensional Tables

K. Resolution to Accept Clean Water Revolving Loan Funding for Lawndale Sewer Basin Rehabilitation and Replacement Project

L. Reimbursement Resolution – NC 86 North Facility Project

M. Resolution for the adoption of a Complete Streets Policy

N. Resolution establishing a policy to promote the use of native plants and the elimination of invasive plants on town-owned property

O. Contract for year-end audit services in connection with fiscal year ending June 30, 2025

P. Approval of Membership Agreement for Clean Water Education Partnership Services

Q. Dedication of six bus shelters from Orange County to the Town of Hillsborough

101 E. Orange St., PO Box 429, Hillsborough, NC 27278
919-732-1270 | www.hillsboroughnc.gov | @HillsboroughGov

[R.](#) Approval of Water and Sewer Extension Contract for Bluffberry Way Extension and Pod D Apartments

5. Items for decision – regular agenda

[A.](#) Resident request – consideration of changes to Code of Ordinances and Utilities Standards regarding customer responsibilities for sewer laterals within public rights of way

[B.](#) Unified Development Ordinance text amendment – Section 9.1.5.2, Permissible Encroachment into Required Setbacks (resident initiated)

[C.](#) Capital Priority Requests to Federal and State Representatives

[D.](#) Hot topics for work session April 28, 2025

6. Updates

A. Board members

B. Town manager

[C.](#) Staff (written reports in agenda packet)

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.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Town Clerk
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Town Clerk Sarah Kimrey

ITEM TO BE CONSIDERED

Subject: Minutes

Attachments:

1. Budget Retreat March 1, 2025
2. Regular meeting March 10, 2025
3. Regular meeting closed session March 10, 2025
4. Work session March 24, 2025
5. Work session closed session March 24, 2025

Summary:

None.

Financial impacts:

None.

Staff recommendation and comments:

Approve minutes as presented.

Action requested:

To approve minutes of the Board of Commissioners budget retreat March 1, 2025, regular meeting March 10, 2025, regular meeting closed session March 10, 2025, work session March 24, 2025 and regular meeting closed session March 24, 2025.

Minutes

Board of Commissioners

Fiscal Year 2026-28 Budget Retreat

9 a.m. March 1, 2025

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



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

Staff: Budget Director Emily Bradford, Administrative Services Director Jen Della Valle, Assistant Town Manager and Community Services Director Matt Efird, Budget and Management Analyst Josh Fernandez, Management Analyst Marshall Grayson, Police Chief Duane Hampton, Town Clerk and Human Resources Technician Sarah Kimrey, Communications Specialist JC Leser-McMinn, Finance Director Dave McCole, Town Manager Eric Peterson, Utilities Director Marie Strandwitz, Police Maj. Jason Winn and Communications Manager Catherine Wright

1. **Welcome, introductions, ground rules and icebreaker**

Mayor Mark Bell welcomed everyone to the annual budget retreat and thanked Town Manager Eric Peterson and staff for collating and presenting the information.

After the introduction, Peterson reviewed the ground rules for the retreat, emphasizing respect, balanced time and active listening. He also mentioned the importance of testing assumptions and being curious.

Management Analyst Marshall Grayson led an icebreaker activity where board members guessed staff members' answers to various questions.

2. **Fiscal Years 2026-28: Framing and overview**

The town manager presented an overview of the town's financial challenges, referencing past crises such as the town nearing bankruptcy in 1998 and recessions in 2002 and 2008. Peterson emphasized the town's ability to overcome these challenges and the importance of the town's three-year financial plan for early detection of issues.

Budget Director Emily Bradford provided updates on various revenue sources.

General Fund revenue

- Property tax – Preliminary figures from Orange County's tax office show an estimated 46% increase in property valuation in Hillsborough. The projected revenue-neutral tax rate for the next fiscal year is 50.6 cents.
- Sales tax – Revenue increased 1.6% over last year, which is better than more than half of North Carolina jurisdictions. The budget team estimated a 0% increase, while many other municipalities projected larger increases. A 3% decrease in collections is projected for the next year.

Water and Sewer Fund revenue

- Water and sewer charges – Revenue has increased by 6% for water and 9.5% for sewer compared to last year.

- System development fees – Collections vary greatly from year to year. The current year has seen a total of over \$60,000 collected for water and sewer connections.

Stormwater Fund revenue

- Stormwater fee – As of January, 96% of billed amounts had been collected.

Interest

- Interest revenue has been strong in the past two years but is expected to slow.

After the discussion on revenue, the town manager led a "think-write-share" exercise to identify potential threats to the town's financial health. Board members were given time to think and write down their ideas. The group then shared and discussed the identified threats, noting the following as the greatest concerns:

- Economic-related issues (recession, tariffs, sales tax).
- Storms and climate-related events.
- Infrastructure and equipment failure.
- State and federal legislation.
- Unexpected costs.
- Pandemic.

Board members engaged in further discussion about these threats. Commissioner Kathleen Ferguson emphasized the potential impact of state and federal legislation on the town's finances.

3. Bottom line, how to prioritize, and strategy options for building the FY26-28 budget

The town manager presented the current financial projections for the general, stormwater, and water and sewer funds. He highlighted expected budget deficits in daily operations across the general and stormwater funds and the need to protect fund balances.

Peterson outlined several strategies to address the deficits:

- Deferring and delaying projects.
- Adding no new full-time positions.
- Using the town's fund balance strategically to bridge gaps.
- Paying for upcoming large projects with tax rate increases when the funds are needed, instead of using a ramp-up savings approach that increases current expenses.
- Financing the renovation of the town's public works and fleet facility and construction of outbuildings to leave more immediately available funds.
- Developing alternative, less costly plans that address needs in the short term.
- Conducting operational reviews to further streamline operations and find savings.
- Increasing taxes and rates.

The board discussed the strategies, with some members expressing concerns about deferring projects and the potential impact on staff capacity.

Another exercise was conducted to gather feedback on the proposed strategies and to identify additional ideas. Board members suggested:

- Reevaluating the ramp-up savings approach for projects.
- Exploring naming rights for projects.
- Compensating staff for cost-saving ideas.

- Investigating public-private partnerships.
- Pursuing state and federal funding opportunities.
- Consulting with staff from the councils of government.
- Utilizing multi-jurisdictional planning.

4. Strategic Plan: Updates and amendments

Administrative Services Director Jen Della Valle presented updates on the town's strategic plan, covering five focus areas: sustainability, connected communities, economic vitality, community safety, and service excellence. She highlighted progress made in various initiatives and discussed potential amendments to the plan.

There was discussion regarding revitalizing the town's police academy and providing translation for the town's business forms.

5. New operating requests, Capital Improvement Program, Q&A and board direction

The budget director led a discussion on operating budget requests, including for general government, public safety, public works and special appropriations. Board members asked questions and provided feedback on specific items, such as:

- Relocation and maintenance of the welcome sign.
- Parking lot improvements for the Police Department.
- Fire truck replacement and funding strategies.
- Police vehicle replacements and prioritization.

The board reviewed and discussed Capital Improvement Program requests. Key points of discussion included:

- The need for basketball courts and other recreational facilities.
- Water and sewer infrastructure improvements.
- Stormwater management projects and equipment.

Board members provided feedback on prioritization and potential funding sources for various projects.

6. Continued discussions

The board engaged in further discussions on several topics, including:

- Legislative priorities and funding requests.
- Strategies for seeking state and federal grants.
- The community reinvestment program and nonprofit funding.
- Naming rights for facilities and potential revenue generation.

7. Review of parking lot items

The review of parking lot items was combined with continued discussions.

8. Overall review of key directives from the town board and plus/change on the day

Board members provided feedback on the retreat, highlighting positive aspects such as:

- Organization and clarity of materials presented.
- Focus on high-level financial discussions.
- Use of think-write-share exercises.
- Informal nature of discussions allowing for open dialogue.

Suggestions for improvement included involving staff in think-write-share exercises and providing more context for certain budget items.

9. Adjournment

The mayor thanked the staff for their hard work and information provided during the retreat. The meeting was adjourned at 2:14 p.m.

Respectfully submitted,

Sarah Kimrey
Town Clerk
Staff support to the Board of Commissioners

DRAFT



Minutes

Board of Commissioners Regular Meeting

7 p.m. March 10, 2025

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

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

Staff: Planning and Economic Development Manager Shannan Campbell, Administrative Services Director Jen Della Valle, Assistant Town Manager and Community Services Director Matt Efird, Police Chief Duane Hampton, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Communications Specialist JC Leser-McMinn, Town Manager Eric Peterson, Human Resources Manager Haley Thore and Police Maj. Jason Winn

Opening of the meeting

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

1. Public charge

Bell did not read the public charge.

2. Audience comments not related to the printed agenda

There were none.

3. Agenda changes and approval

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

Vote: 5-0.

4. Presentations

- A. Introduction of recently hired police corporals Bradley Solomon and Ian Cantrell and public reaffirmation of their oaths of office

Cpl. Bradley Solomon was absent. Police Maj. Jason Winn introduced Cpl. Ian Cantrell, who joined the Hillsborough Police Department from the Durham County Sheriff's Office. Winn noted that Cantrell had six years of experience as a canine officer and was able to keep his canine partner when leaving Durham County. The mayor administered the oath of office to Cantrell.

5. Appointments

- A. Parks and Recreation Board – Reappointment of Wendy Kuhn for a term expiring April 1, 2028
B. Parks and Recreation Board – Appointment of Todd Cayton for a term expiring March 11, 2028
C. Tree Board – Appointment of Matthew Archibald for a term expiring March 11, 2028
D. Historic District Commission – Appointment of William Warren for a term expiring March 31, 2028
E. Historic District Commission – Reappointment of Hannah Peele for a term expiring March 31, 2028

Motion: Ferguson moved to approve all appointments. Commissioner Matt Hughes seconded.
Vote: 5-0.

6. Items for decision – consent agenda

- A. Minutes
 - Regular meeting Feb. 10, 2025
 - Work session Feb. 24, 2025
- B. Miscellaneous budget amendments and transfers
- C. Waterstone South master plan unit numbers shift
- D. Resolution Supporting Hillsborough’s Immigrant Communities

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

7. Items for decision - regular agenda

- A. Police Department update and 2024 summary

Winn presented an update on the Police Department's activities in 2024. The police major reported 12,155 events, including 5,529 dispatch calls and 6,626 self-initiated activities. He highlighted that the high number of self-initiated activities demonstrated officers' proactive engagement with the community.

Winn discussed crime trends, noting that while some crime rates had leveled off, homicides remained a concern. He explained that many homicides appeared to be crimes of opportunity or involved individuals from outside Hillsborough.

The presentation included information on arrest data, showing that 54% of arrestees did not live within Hillsborough’s town limits. Winn also detailed the department's internal accountability processes, including use of force reviews and a personnel early warning system, which alerts the internal accountability manager regarding patterns of behavior that may be of concern.

Winn reported on staffing levels, recruitment efforts and retention strategies. He introduced the department's new social worker, Yazmin Washington, and discussed the implementation of new technologies, such as improved laptops for detectives and updated body cameras.

Commissioners asked questions and provided feedback throughout the presentation. Topics discussed included domestic violence prevention, gun violence concerns and strategies for improving community policing efforts.

The presentation concluded with an overview of community engagement activities and future priorities, including expanding the department’s community service efforts and conducting an employee satisfaction survey.

- B. Repeal of 45 mph speed limit on U.S. 70 (Cornelius Street)

Assistant Town Manager and Community Services Director Matt Efird presented a proposal to repeal an ordinance from 1980 that requested increasing the speed limit on U.S. 70 in Hillsborough to 45 miles per hour. The default speed limit in town is 35 mph. Efird said the North Carolina Department of Transportation had reviewed the request and supports reducing the speed limit to 35 mph within the town’s limits.

NCDOT is expected to process the request and install new signage by this fall. Efird said the state would provide temporary signage to highlight the new speed limit.

Motion: Ferguson moved to repeal the 45 mph speed limit and institute a 35 mph speed limit in its place. Commissioner Meaghun Darab seconded.
Vote: 5-0.

- C. Continued discussion of potential America 250th anniversary celebrations
Planning and Economic Development Manager Shannan Campbell presented potential event ideas for celebrating America's 250th anniversary of Independence Day in 2026, including a morning event on the historic courthouse lawn or an evening event at River Park featuring a drone light show.

Commissioners discussed various aspects of the proposed celebrations, including:

- Preference for avoiding extreme daytime heat.
- Partnership opportunities with Orange County and the town's tourism board and tourism development authority.
- Concerns about setting expectations for future Independence Day celebrations.
- The need for additional staff time or a contracted event manager.
- Ideas for community involvement and additional activities throughout the celebration period.

Commissioners expressed interest in seeking public input on celebration ideas. They also discussed the design and use of commemorative banners throughout the year. The board requested more information from staff regarding funding and partnerships.

- D. Hot topics for work session March 24, 2025
Topics for this month's work session include:
- Recognizing retiring Police Chief Duane Hampton
 - A presentation from the Orange County Tax Assessor's Office on the property revaluation process.

8. Updates

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

Motion: Ferguson moved to go into closed session. Hughes seconded.
Vote: 5-0.

9. Closed session

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

Motion: Ferguson moved to return to closed session. Lloyd seconded.
Vote: 5-0.

10. Adjournment

The mayor adjourned the meeting at 9:02 p.m.

Respectfully submitted,

Sarah Kimrey
Town Clerk
Staff support to the Board of Commissioners

DRAFT

FY 2024-2025

TOWN OF HILLSBOROUGH

BUDGET CHANGES REPORT

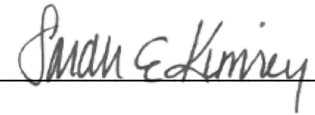
DATES: 03/10/2025 TO 03/10/2025

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
GF	10-00-9990-5300-000 CONTINGENCY						
Contingency	To cover Ford Police Hybrid Vehicle training	46071	03/10/2025	EBRADFORD	450,000.00	-349.00	77,372.35
Fleet	10-30-5550-5300-080 TRAINING/CONF./CONV.						
	To cover Ford Police Hybrid Vehicle training	46070	03/10/2025	EBRADFORD	8,000.00	349.00	8,349.00
WSF	30-30-3900-3900-000 FUND BALANCE APPROPRIATED						
Fund Bal.	To cover aquatic weed control invoice.	46067	03/10/2025	JFernandez	406,244.00	1,385.00	3,178,263.96
Admin of	30-80-7200-5300-570 MISCELLANEOUS						
Enterprise	To re-appropriate lapsed WWTP master plan fi	46075	03/10/2025	EBRADFORD	165,000.00	-42,900.00	122,100.00
WFER	30-80-8130-5300-152 AQUATIC WEED CONTROL						
	To cover aquatic weed control invoice.	46066	03/10/2025	JFernandez	4,500.00	1,385.00	5,885.00
Water	30-80-8140-5300-158 MAINTENANCE - EQUIPMENT						
Dist.	To cover NC811 call center invoice.	46068	03/10/2025	JFernandez	21,000.00	-1,100.00	22,015.00
Water	30-80-8140-5300-457 C.S./NC ONE CALL CENTER						
Dist.	To cover NC811 call center invoice.	46069	03/10/2025	JFernandez	3,000.00	1,100.00	4,100.00
WW	30-80-8200-5300-154 MAINTENANCE - GROUNDS						
Collect.	To cover tree removal services at sewer outfall	46077	03/10/2025	JFernandez	35,000.00	7,000.00	39,000.00
WW	30-80-8200-5300-322 SUPPLIES - LIFT STATION PUMPS						
Collect.	To cover tree removal services at sewer outfall	46076	03/10/2025	JFernandez	40,000.00	-7,000.00	49,872.00
WWTP	30-80-8220-5300-441 C.S./ENGINEERING						
	To re-appropriate lapsed WWTP master plan fi	46074	03/10/2025	EBRADFORD	0.00	42,900.00	81,157.00
Storm-	35-30-5900-5300-165 MAINTENANCE - INFRASTRUCTURE						
water	To purchase hand tools	46072	03/10/2025	EBRADFORD	184,000.00	-1,000.00	183,000.00
Storm-	35-30-5900-5300-330 SUPPLIES - DEPARTMENTAL						
water	To purchase hand tools	46073	03/10/2025	EBRADFORD	500.00	1,000.00	1,500.00
						<u>2,770.00</u>	

APPROVED: 5/0

DATE: 3/10/25

VERIFIED: _____





RESOLUTION

Supporting Hillsborough's Immigrant Communities

WHEREAS, the Town of Hillsborough recognizes and appreciates the important role that immigrants play in the vibrancy of Hillsborough's community, diversity and prosperity; and

WHEREAS, Hillsborough's community continually upholds the values of diversity, equity and inclusion as key pillars to the success of our community and our larger democracy; and

WHEREAS, Hillsborough prides itself as being a community that welcomes all individuals who live, work and play within the town; and

WHEREAS, an important culture of collaboration and cooperation exists between the Hillsborough Police Department and immigrant communities that upholds the safety and well-being of all residents; and

WHEREAS, access to municipal services and engagement for all our town's residents, regardless of one's immigration status, is essential for the operations of our town in promoting public safety, fostering economic vitality and uplifting the diversity of our community; and

WHEREAS, undocumented immigrants contribute greatly to North Carolina's community, including the payment of various forms of taxes, without receiving access to basic safety net programs; and

WHEREAS, the North Carolina General Assembly has passed House Bill 10 (Session Law 2024-55) to require cooperation of sheriff's offices with United States Immigration and Customs Enforcement (ICE), which will erode trust between our immigrant communities and undermine public safety;

NOW, THEREFORE, be it resolved by the Hillsborough Board of Commissioners that the Town of Hillsborough:

- Commits to continuing to foster a welcoming environment for all immigrants living, working and contributing to our town, regardless of immigration status.
- Continues to support ways for all residents to access municipal services, including law enforcement protection.
- Empowers the Hillsborough Police Department to continue to engage with our immigrant communities to build upon existing trust and cooperation.
- Directs the Hillsborough Police Department to continue supporting the benefits provided through the U visa petition (Form I-918) process for victims of certain crimes to remain in the United States during investigations.
- Supports passage of federal legislation to provide a pathway to citizenship for undocumented residents, including those who are protected by Deferred Action for Childhood Arrivals. These people are also called dreamers.

Approved this 10th day of March in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough



ORDINANCE

Repealing Request for 45 Mile Per Hour Speed Limit on U.S. 70 (Cornelius Street) in Town Limits

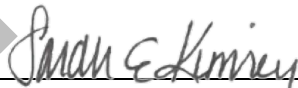
The Hillsborough Board of Commissioners ordains:

- Section 1.** The Ordinance adopted by the Town of Hillsborough Board of Commissioners on April 14, 1980 requesting that the speed limit on U.S. 70 (Cornelius Street) be set at 45 miles per hour in town limits is hereby repealed.
- Section 2.** The Board of Commissioners hereby requests that NCDOT Ordinances 1034555 and 1034556 are likewise repealed and the speed limit on U.S. 70 (Cornelius Street) within town limits be set at 35 miles per hour pursuant to N.C.G.S. §20-141.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 10th day of March in the year 2025.

Ayes: 5
Noes: 0
Absent or excused: 0





Sarah E. Kimrey, Town Clerk



Minutes

Board of Commissioners Work Session

7 p.m. March 24, 2025

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

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

Absent: Commissioner Matt Hughes

Staff: Budget Director Emily Bradford, Assistant Town Manager and Community Services Director Matt Efird, Town Clerk and Human Resources Technician Sarah Kimrey, Communications Specialist JC Leser-McMinn, Town Manager Eric Peterson, Senior Communications Specialist Cheryl Sadgrove, Human Resources Manager Haley Thore, Interim Police Chief Jason Winn and Communications Manager Catherine Wright

1. Opening of the work session

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

2. Agenda changes and approval

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

Vote: 4-0.

3. Appointments

- A. Planning Board – Reappointment of Sherra Lawrence for a three-year term expiring March 31, 2028

Motion: Ferguson moved to approve the appointment. Lloyd seconded.

Vote: 4-0.

4. Items for decision - consent agenda

- A. Miscellaneous budget amendments and transfers
- B. Proclamation – Native Plants
- C. Proclamation – Sexual Assault Awareness
- D. 2025 Board of Commissioners Meeting Schedule Amendment
- E. Classification and Pay Amendment

Motion: Ferguson moved to approve the consent agenda as presented. Lloyd seconded.

Vote: 4-0. Nays: None.

5. In-depth discussion and topics

- A. Recognition of Retired Police Chief Duane Hampton

The mayor read a proclamation recognizing Duane Hampton for over 14 years of service as the Hillsborough Police Department's chief of police. The proclamation highlighted Hampton's achievements, including implementing practices that made Hillsborough safer and more welcoming, supporting officers in building strong community relationships, focusing on listening and compassion during challenging times, investing in officer training and support, and being a state and national leader in officer safety and training.

The commissioners expressed their gratitude and appreciation for Hampton's service. They noted the significant improvements in the Police Department under his leadership and shared their sadness at his departure.

Interim Police Chief Jason Winn and Maj. Andy Simmons presented Hampton with retirement gifts, including a ruck plate carrier for preparing for rigorous hikes and a display case commemorating his 30-year career in law enforcement. Hampton thanked the board, staff and community for their support throughout his tenure.

B. Orange County 2025 revaluation presentation

Nancy Freeman, director of the Orange County Tax Administration Office, gave a presentation on the 2025 process for adjusting property values.

Freeman said the revaluation process updates real property tax values to their current market values as of Jan. 1, 2025. She said Orange County could not delay this year's revaluation. The North Carolina Department of Revenue required the countywide adjustments this year due to the ratio of property sales prices to property tax values in the county.

Freeman said the estimated increase in property values is about 52% countywide and 49% within Hillsborough's town limits. The median assessed value for a property in Hillsborough is \$427,500 based on the 2025 revaluation.

Freeman said notices were mailed the previous week to property owners. She reviewed the materials in the notices, including information on appeals. Informal appeals can be filed until April 30, and formal appeals can be filed May 1 to July 31.

Freeman highlighted tax assistance programs and payment options offered in Orange County. Programs include:

- Homestead exemptions for elderly or disabled residents.
- Disabled veteran exemptions.
- Longtime homeowners assistance program.

Payment options include a coupon book, five-month payment plans, monthly bank drafts and various electronic payment methods.

Commissioners asked questions about historic preservation tax benefits, the longtime homeowners assistance program funding, and potential changes to homestead exclusions at the state level. There was discussion about the impact of rising property values on community affordability.

6. Committee updates and reports

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

Motion: Ferguson moved to enter closed session. Commissioner Meaghun Darab seconded.
Vote: 5-0.

7. Closed session

- A. Closed session as authorized by North Carolina General Statute Section 143-318.11 (a)(4) regarding economic development

Motion: Ferguson moved to return to open session. Darab seconded.
Vote: 5-0.

8. Adjournment

The mayor adjourned the meeting at 8:36 p.m.

Respectfully submitted,

Sarah Kimrey
Town Clerk
Staff support to the Board of Commissioners

DRAFT

FY 2024-2025

TOWN OF HILLSBOROUGH

BUDGET CHANGES REPORT

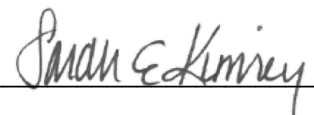
DATES: 03/24/2025 TO 03/24/2025

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
GF	10-00-9990-5300-000 CONTINGENCY						
Contingency	To cover Collins Ridge Engineering	46101	03/24/2025	EBRADFORD	450,000.00	-35,000.00	42,372.35
Admin.	10-10-4200-5300-320 SUPPLIES - OFFICE						
	Cover supplies through year-end.	46093	03/24/2025	JFernandez	800.00	400.00	1,200.00
Admin.	10-10-4200-5300-570 MISCELLANEOUS						
	Cover supplies through year-end.	46094	03/24/2025	JFernandez	53,653.00	-400.00	53,253.00
Police	10-20-5100-5300-330 SUPPLIES - DEPARTMENTAL						
	To move fingerprint computer to Capital acct	46098	03/24/2025	EBRADFORD	57,375.00	-6,050.00	121,990.00
Police	10-20-5100-5700-743 CAPITAL - SOFTWARE						
	To move fingerprint computer to Capital acct	46099	03/24/2025	EBRADFORD	0.00	6,050.00	6,050.00
Streets	10-30-5600-5300-455 C.S./ENGINEERING						
	To cover Collins Ridge Engineering	46100	03/24/2025	EBRADFORD	41,000.00	35,000.00	171,461.33
WSF	30-00-3850-3850-000 INTEREST EARNED						
Revenue	To cover bond fees	46097	03/24/2025	EBRADFORD	385,500.00	1,949.00	387,449.00
WSF	30-80-3900-3900-000 FUND BALANCE APPROPRIATED						
Fund Bal.	To cover WWTP chemicals through year-end.	46090	03/24/2025	JFernandez	406,244.00	14,950.00	3,193,213.96
WFER	30-80-8130-5300-570 MISCELLANEOUS						
	To cover bond fees	46096	03/24/2025	EBRADFORD	2,600.00	2,900.00	5,500.00
WFER	30-80-8130-5300-921 WATER QUALITY MONITORING						
	To cover bond fees	46095	03/24/2025	EBRADFORD	25,000.00	-951.00	24,049.00
Water	30-80-8140-5300-326 SUPPLIES - PATCH						
Dist.	To cover curbing repair after sewer line work.	46091	03/24/2025	JFernandez	4,000.00	-1,327.00	19,173.00
WW	30-80-8200-5300-326 SUPPLIES - PATCH						
Collect.	To cover curbing repair after sewer line work.	46092	03/24/2025	JFernandez	6,000.00	1,327.00	8,827.00
WWTP	30-80-8220-5300-323 SUPPLIES - CHEMICALS						
	To cover WWTP chemicals through year-end.	46089	03/24/2025	JFernandez	65,000.00	14,950.00	79,950.00
Gen	60-05-3870-3870-406 TRANSFER FROM GF-NC86 RENOVATION						
Cap. Proj.	Finance project instead of paying cash	46084	03/24/2025	EBRADFORD	1,398,450.00	-2,208,999.52	1,398,450.00
Gen.	60-05-3980-3980-104 INSTALL FIN/NC86 RENOVATION						
Cap. Proj.	Finance project instead of paying cash	46085	03/24/2025	EBRADFORD	3,237,719.46	2,208,999.52	2,208,999.52
	Finance project instead of paying cash	46086	03/24/2025	EBRADFORD	3,237,719.46	1,200,668.00	3,409,667.52
Gen.	60-05-5600-5970-910 TRANSFER TO GENERAL FUND						
Cap. Proj.	Finance project instead of paying cash	46088	03/24/2025	EBRADFORD	0.00	1,200,668.00	1,200,668.00
						<u>2,435,134.00</u>	

APPROVED: 4/0

DATE: 3/24/25

VERIFIED: _____



Regular (Non-Law Enforcement) Positions						
Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
1	37,205	48,667	60,128			
2	38,915	49,690	60,465	N	201	ADMINISTRATIVE SUPPORT SPECIALIST
2	38,915	49,690	60,465	N	202	METER SERVICES TECHNICIAN
2	38,915	49,690	60,465	N	205	CUSTOMER SERVICE REPRESENTATIVE
3	40,711	52,024	63,338	N	302	EQUIPMENT OPERATOR I
3	40,711	52,024	63,338	N	303	UTILITY MAINTENANCE TECHNICIAN I
4	42,597	54,476	66,355	N	401	SENIOR CUSTOMER SERVICE REPRESENTATIVE
4	42,597	54,476	66,355	N	402	UTILITY MAINTENANCE TECHNICIAN II
4	42,597	54,476	66,355	N	403	WASTEWATER PLANT OPERATOR I
4	42,597	54,476	66,355	N	404	WATER PLANT OPERATOR I
5	44,576	57,049	69,522	N	502	EQUIPMENT OPERATOR II
5	44,576	57,049	69,522	N	503	SENIOR ADMINISTRATIVE SUPPORT SPECIALIST
5	44,576	57,049	69,522	N	504	UTILITY MAINTENANCE TECHNICIAN III
5	44,576	57,049	69,522	N	505	WASTEWATER PLANT OPERATOR II
5	44,576	57,049	69,522	N	506	WATER PLANT OPERATOR II
6	46,655	59,752	72,848	N	605	ACCOUNTS PAYABLE TECHNICIAN
6	46,655	59,752	72,848	N	605	EQUIPMENT OPERATOR III
6	46,655	59,752	72,848	N	601	PLANNING TECHNICIAN
6	46,655	59,752	72,848	N	602	PLANT MAINTENANCE MECHANIC I
6	46,655	59,752	72,848	N	604	UTILITY SYSTEMS MECHANIC I
6	46,655	59,752	72,848	N	607	STORMWATER TECHNICIAN
6	46,655	59,752	72,848	N	608	BILLING & CUSTOMER SERVICE SPECIALIST
7	48,838	62,589	76,341	N	706	ACCOUNTING TECHNICIAN
7	48,838	62,589	76,341	N	701	CREW LEADER
7	48,838	62,589	76,341	N	702	PLANT MAINTENANCE MECHANIC II
7	48,838	62,589	76,341	N	703	UTILITY SYSTEMS MECHANIC II
7	48,838	62,589	76,341	N	704	WASTEWATER PLANT OPERATOR III
7	48,838	62,589	76,341	N	705	WATER PLANT OPERATOR III
8	51,130	65,569	80,008	N	801	FLEET MECHANIC
8	51,130	65,569	80,008	N	802	PLANT MAINTENANCE MECHANIC III
8	51,130	65,569	80,008	N	803	UTILITY SYSTEMS MECHANIC III
8	51,130	65,569	80,008	N	804	DIVERSION SOCIAL WORKER
9	53,536	68,697	83,858	E	901	BILLING & CUSTOMER SERVICE SUPERVISOR
9	53,536	68,697	83,858	N	902	METER SERVICES SUPERVISOR
9	53,536	68,697	83,858	N	903	UTILITIES INSPECTOR
9	53,536	68,697	83,858	E	904	PUBLIC WORKS SUPERVISOR
10	56,063	71,982	87,901	N	1001	BACKFLOW/FOG SPECIALIST
10	56,063	71,982	87,901	N	1002	CHIEF WASTEWATER PLANT OPERATOR
10	56,063	71,982	87,901	N	1003	COMMUNICATIONS SPECIALIST
10	56,063	71,982	87,901	N	1004	FACILITIES COORDINATOR
10	56,063	71,982	87,901	N	1005	OPERATOR IN RESPONSIBLE CHARGE
11	58,716	75,431	92,146	N	1101	PLANNER
12	61,502	79,053	96,604	E	1201	BUDGET & MANAGEMENT ANALYST
12	61,502	79,053	96,604	E	1202	FINANCIAL ANALYST
12	61,502	79,053	96,604	E	1203	FLEET MAINTENANCE SUPERVISOR

12	61,502	79,053	96,604	E	1204	HUMAN RESOURCES ANALYST
12	61,502	79,053	96,604	E	1205	MANAGEMENT ANALYST
12	61,502	79,053	96,604	N	1206	STORMWATER PROGRAM COORDINATOR
12	61,502	79,053	96,604	N	1207	WASTEWATER LABORATORY SUPERVISOR
12	61,502	79,053	96,604	N	1208	SENIOR COMMUNICATIONS SPECIALIST
12	61,502	79,053	96,604	N	1209	PLANNER II
13	64,427	82,856	101,284	E	1301	CIVIL ENGINEERING TECHNICAN
13	64,427	82,856	101,284	E	1302	SENIOR PLANNER
13	64,427	82,856	101,284	E	1303	UTILITY MAINTENANCE SUPERVISOR
14	67,499	86,848	106,198	E	1401	TOWN CLERK/HUMAN RESOURCES TECHNICIAN
14	67,499	86,848	106,198	E	1402	UTILITY MECHANIC SUPERVISOR
15	70,724	91,041	111,358	E	1501	SAFETY & RISK MANAGER
15	70,724	91,041	111,358	E	1502	CONSTRUCTION PROJECT COORDINATOR
16	74,110	95,443	116,776	E	1601	WATER PLANT SUPERINTENDENT
17	77,665	100,065	122,465	E	1701	PUBLIC WORKS MANAGER
17	77,665	100,065	122,465	E	1702	STORMWATER & ENVIRONMENTAL SERVICES MANAGER
17	77,665	100,065	122,465	E	1703	UTILITY SYSTEM SUPERINTENDENT
18	81,399	104,918	128,438	E	1802	COMMUNICATIONS MANAGER
19	85,319	110,014	134,710	E	1901	INFORMATION TECHNOLOGY MANAGER
20	89,434	115,365	141,295	E	2001	BUDGET DIRECTOR
20	89,434	115,365	141,295	E	2002	ENVIRONMENTAL ENGINEERING MANAGER
20	89,434	115,365	141,295	E	2003	HUMAN RESOURCES MANAGER
20	89,434	115,365	141,295	E	2004	PLANNING & ECONOMIC DEVELOPMENT MANAGER
20	89,434	115,365	141,295	E	2005	PUBLIC SPACE & SUSTAINABILITY MANAGER
20	89,434	115,365	141,295	E	2006	DEPUTY UTILITIES DIRECTOR - WATER TREATMENT
21	93,756	120,983	148,210			
22	98,294	126,882	155,470			
23	103,059	133,076	163,094			
24	108,062	139,580	171,099	E	2401	ADMINISTRATIVE SERVICES DIRECTOR
24	108,062	139,580	171,099	E	2402	ASSISTANT TOWN MANAGER/COMMUNITY SERVICES DIRECTOR
24	108,062	139,580	171,099	E	2403	FINANCE DIRECTOR
25	113,315	146,409	179,504	E	2501	UTILITIES DIRECTOR

Sworn Law Enforcement Officer Positions						
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Salary Grade	Minimum	Midpoint	Maximum	FLSA Status	Class Code	Classification
100	48,138	61,679	75,220	N	100	POLICE OFFICER TRAINEE
102	54,912	70,485	86,059	N	102	POLICE OFFICER
201	57,508	73,860	90,212	N	203	POLICE OFFICER FIRST CLASS
202	60,233	77,403	94,573	N	204	POLICE CORPORAL
402	68,730	88,449	108,168	N	405	POLICE SERGEANT
502	75,467	97,207	118,947	E	507	POLICE LIEUTENANT
601	86,700	111,809	136,919	E	606	POLICE MAJOR
701	108,062	139,580	171,099	E	707	CHIEF OF POLICE



PROCLAMATION

Declaring March 24, 2025

Police Chief Duane Hampton Day

WHEREAS, we are here today to celebrate and thank Duane Hampton for over 14 years of phenomenal service as chief of police of the Hillsborough Police Department, which he joined in November 2010; and

WHEREAS, advancements during his tenure include implementing practices that have made Hillsborough safer and more welcoming, such as transparency reports, community summits, early adoption of body-worn cameras, and completion of the North Carolina League of Municipalities Shield Services Risk Review, demonstrating adherence to best practices, court decisions, policies and procedures related to high-risk activities; and

WHEREAS, Chief Hampton has regularly supported and encouraged efforts by officers to build strong relationships throughout the community at a level rarely seen in police departments and has done so by example; and

WHEREAS, the chief has focused in concerning times on listening, being compassionate and prioritizing residents' safety — helping, as a resident said, to stabilize situations and let people know they have been heard; and

WHEREAS, Chief Hampton has invested his time, vision and focus on supporting the town's officers to ensure they have had the training, support and equipment needed to be successful in serving and protecting all who have lived, worked and visited Hillsborough over the past 14 years; and

WHEREAS, Chief Hampton has been a state and national leader in officer safety and training by instructing basic law enforcement cadets in a variety of subjects, was an early instructor and advocate for the Below 100 initiative encouraging officers to incorporate key safety tenants daily to ensure they return home safe, and served as an officer in the police driving instructors association ALERT International and a leader in driver safety efforts in North Carolina through a partnership of the Hillsborough Police Department and the League of Municipalities to start the Slower Is Faster "train the trainer" annual program instructing officers from over 100 agencies since 2013; and

WHEREAS, under Chief Hampton's leadership, the Hillsborough Police Department has earned and maintained the confidence and support of the Hillsborough community even during the most challenging times;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim March 24, 2025 as Chief Duane Hampton Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 24th day of March in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough



PROCLAMATION

Native Plant Month

April 2025

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 2025 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 24th day of March in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough



PROCLAMATION

Recognizing April 2025 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 this community since 1974; 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 2025 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 24th day of March in the year 2025.



Mark Bell

Mark Bell, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Administration
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Emily Bradford, Budget Director

ITEM TO BE CONSIDERED

Subject: Miscellaneous budget amendments and transfers

Attachments:

Budget Changes Report

Summary:

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

Financial impacts:

As indicated by each amendment.

Staff recommendation and comments:

To approve the attached list of budget amendments and transfers.

Action requested:

Consider approving budget amendments and transfers.

FY 2024-2025

TOWN OF HILLSBOROUGH BUDGET CHANGES REPORT

DATES: 04/14/2025 TO 04/14/2025

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
GF	10-00-9990-5300-000 CONTINGENCY						
Contingency	To cover student loan program	46125	04/14/2025	EBRADFORI	450,000.00	-7,500.00	34,872.35
	Vactor truck repairs	46174	04/14/2025	EBRADFORI	450,000.00	-10,353.00	24,519.35
Admin.	10-10-4200-5300-320 SUPPLIES - OFFICE						
	To cover office supplies.	46178	04/14/2025	JFernandez	800.00	400.00	1,600.00
Admin.	10-10-4200-5300-330 SUPPLIES - DEPARTMENTAL						
	To cover office supplies.	46179	04/14/2025	JFernandez	915.00	-400.00	515.00
Admin.	10-10-4200-5300-454 CONTRACT SERVICES						
	To cover student loan program	46122	04/14/2025	EBRADFORI	9,713.00	4,553.00	16,338.91
	Reverse amendment	46127	04/14/2025	EBRADFORI	9,713.00	-4,553.00	11,785.91
Admin.	10-10-4200-5300-570 MISCELLANEOUS						
	To cover student loan program	46123	04/14/2025	EBRADFORI	53,653.00	-4,553.00	48,700.00
	Reverse amendment	46126	04/14/2025	EBRADFORI	53,653.00	4,553.00	53,253.00
Human Resources	10-10-4500-5300-454 CONTRACT SERVICES						
	To cover student loan program	46129	04/14/2025	EBRADFORI	0.00	7,500.00	72,000.00
Human Resources	10-10-4500-5300-530 DUES & SUBSCRIPTIONS						
	To cover memberships through year-end.	46175	04/14/2025	JFernandez	1,802.00	360.00	2,162.00
Human Resources	10-10-4500-5300-577 WELLNESS PROGRAM ACTIVITIES						
	To cover memberships through year-end.	46176	04/14/2025	JFernandez	5,500.00	-360.00	5,140.00
Comms.	10-10-4600-5300-081 TRAINING - HILLSBOROUGH UNIVERSITY						
	To cover Government 101 tote bags.	46137	04/14/2025	JFernandez	2,000.00	546.00	2,935.00
	To cover shipping on Government 101 tot	46172	04/14/2025	JFernandez	2,000.00	113.00	3,048.00
Comms.	10-10-4600-5300-454 CONTRACT SERVICES						
	To cover student loan program	46124	04/14/2025	EBRADFORI	0.00	7,500.00	8,760.00
	Reverse amendment	46128	04/14/2025	EBRADFORI	0.00	-7,500.00	1,260.00
Comms.	10-10-4600-5300-458 DATA PROCESSING SERVICES						
	To cover shipping on Government 101 tot	46171	04/14/2025	JFernandez	0.00	-113.00	2,887.00
Comms.	10-10-4600-5300-570 MISCELLANEOUS						
	To cover Government 101 tote bags.	46136	04/14/2025	JFernandez	6,200.00	-546.00	190.00
Police	10-20-5100-5100-030 BONUS PAY						
	To cover recruitment referrals & FTO pay	46108	04/14/2025	EBRADFORI	5,000.00	5,500.00	10,500.00
Police	10-20-5100-5300-113 LICENSE FEES						
	NC Police Executive Membership	46181	04/14/2025	EBRADFORI	27,628.00	-100.00	27,528.00
Police	10-20-5100-5300-161 MAINTENANCE - VEHICLES						
	To cover window tint	46106	04/14/2025	EBRADFORI	3,000.00	500.00	8,900.00
Police	10-20-5100-5300-310 GASOLINE						
	To fund new officer uniforms	46103	04/14/2025	EBRADFORI	77,380.00	-4,355.00	70,000.00
Police	10-20-5100-5300-350 UNIFORMS						
	To fund new officer uniforms	46104	04/14/2025	EBRADFORI	21,840.00	4,355.00	28,195.00
Police	10-20-5100-5300-363 RENTAL - BUILDING						
	To cover miscellaneous expenses	46105	04/14/2025	EBRADFORI	50,923.00	-10,000.00	40,923.00
Police	10-20-5100-5300-490 C.S./ALARM						
	To cover alarm service	46111	04/14/2025	EBRADFORI	490.00	100.00	590.00

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FY 2024-2025

TOWN OF HILLSBOROUGH BUDGET CHANGES REPORT

DATES: 04/14/2025 TO 04/14/2025

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
Police	10-20-5100-5300-530 DUES & SUBSCRIPTIONS						
	NC Police Executive Membership	46182	04/14/2025	EBRADFORI	500.00	100.00	600.00
Police	10-20-5100-5300-570 MISCELLANEOUS						
	To cover towing charges	46107	04/14/2025	EBRADFORI	4,000.00	4,000.00	20,000.00
	To cover alarm service	46112	04/14/2025	EBRADFORI	4,000.00	-100.00	19,900.00
Fleet Maint.	10-30-5550-5300-201 VEHICLE REPAIR - WATER & SEWER						
	Vactor truck repairs	46173	04/14/2025	EBRADFORI	35,000.00	10,353.00	52,767.40
WSF Revenues	30-00-3850-3850-000 INTEREST EARNED						
	Yr-end adj	46155	04/14/2025	EBRADFORI	385,500.00	10,928.00	398,377.00
	Yr-end adj	46156	04/14/2025	EBRADFORI	385,500.00	80,000.00	478,377.00
WSF Fund Bal.	30-80-3900-3900-000 FUND BALANCE APPROPRIATED						
	Yr-end Adj	46119	04/14/2025	EBRADFORI	406,244.00	-41,474.20	3,151,739.76
Admin. of Enterprise	30-80-7200-5300-570 MISCELLANEOUS						
	Yr-end adj.	46135	04/14/2025	EBRADFORI	165,000.00	-28,930.00	93,170.00
	Apply merit to depts	46154	04/14/2025	EBRADFORI	165,000.00	-93,170.00	0.00
Utilities Admin.	30-80-7220-5100-020 SALARIES						
	Yr-end Adj	46114	04/14/2025	EBRADFORI	444,524.00	-2,819.00	441,705.00
	Yr-end adj	46168	04/14/2025	EBRADFORI	444,524.00	-32,000.00	409,705.00
Utilities Admin.	30-80-7220-5300-140 TRAVEL/VEHICLE ALLOTMENT						
	Yr-end Adj	46113	04/14/2025	EBRADFORI	3,120.00	2,819.00	5,939.00
Utilities Admin.	30-80-7220-5300-479 C.S./UTILITY LOCATES						
	Yr-end Adj	46118	04/14/2025	EBRADFORI	200,000.00	-41,474.20	124,424.00
Billing & Collect.	30-80-7240-5100-010 OVERTIME COMPENSATION						
	Yr-end Adj	46115	04/14/2025	EBRADFORI	3,000.00	2,000.00	5,000.00
Billing & Collect.	30-80-7240-5100-020 SALARIES						
	Yr-end Adj	46116	04/14/2025	EBRADFORI	315,440.00	-2,100.00	313,340.00
Billing & Collect.	30-80-7240-5127-071 401(K) RETIREMENT SUPP.						
	Yr-end Adj	46117	04/14/2025	EBRADFORI	14,893.00	100.00	14,993.00
Billing & Collect.	30-80-7240-5300-080 TRAINING/CONF./CONV.						
	To cover Apple Electronics invoice.	46159	04/14/2025	JFernandez	2,000.00	-253.00	1,747.00
Billing & Collect.	30-80-7240-5300-145 MAINTENANCE - BUILDINGS						
	To cover Apple Electronics invoice.	46160	04/14/2025	JFernandez	0.00	253.00	753.00
WTP	30-80-8120-5100-020 SALARIES						
	Yr-end adj.	46130	04/14/2025	EBRADFORI	546,307.00	13,000.00	559,307.00
WTP	30-80-8120-5120-050 FICA						
	Yr-end adj.	46131	04/14/2025	EBRADFORI	41,793.00	2,800.00	44,593.00
WTP	30-80-8120-5127-070 RETIREMENT						
	Yr-end adj.	46132	04/14/2025	EBRADFORI	66,565.00	9,000.00	75,565.00
WTP	30-80-8120-5127-071 401(K) RETIREMENT SUPP.						
	Yr-end adj.	46133	04/14/2025	EBRADFORI	24,780.00	4,000.00	28,780.00
WTP	30-80-8120-5300-530 DUES & SUBSCRIPTIONS						
	Yr-end adj.	46134	04/14/2025	EBRADFORI	3,800.00	130.00	3,930.00
WFER	30-80-8130-5300-130 UTILITIES						

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TOWN OF HILLSBOROUGH BUDGET CHANGES REPORT

DATES: 04/14/2025 TO 04/14/2025

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
	Yr-end adj	46138	04/14/2025	EBRADFORI	600.00	100.00	700.00
WFER	30-80-8130-5300-154 MAINTENANCE - GROUNDS						
	Yr-end adj	46139	04/14/2025	EBRADFORI	16,000.00	-100.00	18,675.00
Water Dist.	30-80-8140-5100-010 OVERTIME COMPENSATION						
	Yr-end adj	46140	04/14/2025	EBRADFORI	20,000.00	6,000.00	26,000.00
Water Dist.	30-80-8140-5100-020 SALARIES						
	Yr-end adj	46141	04/14/2025	EBRADFORI	483,455.00	106,545.00	590,000.00
Water Dist.	30-80-8140-5120-050 FICA						
	Yr-end adj	46142	04/14/2025	EBRADFORI	36,985.00	9,000.00	45,985.00
Water Dist.	30-80-8140-5125-061 LIFE/DISABILITY/VISION						
	Yr-end adj	46143	04/14/2025	EBRADFORI	1,025.00	100.00	1,125.00
Water Dist.	30-80-8140-5125-062 INSURANCE - DENTAL						
	Yr-end adj	46144	04/14/2025	EBRADFORI	2,784.00	150.00	2,934.00
Water Dist.	30-80-8140-5127-070 RETIREMENT						
	Yr-end adj	46145	04/14/2025	EBRADFORI	65,330.00	19,000.00	84,330.00
Water Dist.	30-80-8140-5127-071 401(K) RETIREMENT SUPP.						
	Yr-end adj	46146	04/14/2025	EBRADFORI	24,173.00	7,500.00	31,673.00
Water Dist.	30-80-8140-5300-110 TELEPHONE/INTERNET						
	Yr-end adj	46147	04/14/2025	EBRADFORI	2,280.00	1,800.00	4,080.00
Water Dist.	30-80-8140-5300-130 UTILITIES						
	Yr-end adj	46148	04/14/2025	EBRADFORI	43,000.00	7,000.00	48,208.00
Water Dist.	30-80-8140-5300-154 MAINTENANCE - GROUNDS						
	Yr-end adj	46149	04/14/2025	EBRADFORI	27,000.00	1.00	33,049.00
Water Dist.	30-80-8140-5300-351 RENTAL - EQUIPMENT						
	Yr-end adj	46150	04/14/2025	EBRADFORI	2,000.00	1.00	14,821.00
Water Dist.	30-80-8140-5300-444 C.S./TANK MAINT PROGRAM						
	Yr-end adj	46151	04/14/2025	EBRADFORI	48,000.00	1.00	47,304.00
Water Dist.	30-80-8140-5300-458 DATA PROCESSING SERVICES						
	To cover Norfield Development invoice.	46121	04/14/2025	JFernandez	10,250.00	80.00	11,310.00
Water Dist.	30-80-8140-5300-490 C.S./ALARM						
	To cover Norfield Development invoice.	46120	04/14/2025	JFernandez	500.00	-80.00	420.00
Water Dist.	30-80-8140-5300-505 C.S./PLUMBING						
	Est budget for account	46157	04/14/2025	EBRADFORI	0.00	40,000.00	40,000.00
WW Collect.	30-80-8200-5100-010 OVERTIME COMPENSATION						
	Yr-end adj	46152	04/14/2025	EBRADFORI	12,000.00	17,000.00	29,000.00
WW Collect.	30-80-8200-5100-020 SALARIES						
	Yr-end adj	46153	04/14/2025	EBRADFORI	538,023.00	-70,000.00	468,023.00
WW Collect.	30-80-8200-5300-113 LICENSE FEES						
	Yr-end adj	46161	04/14/2025	EBRADFORI	15,200.00	333.00	15,533.00
	Yr-end adj	46169	04/14/2025	EBRADFORI	15,200.00	1.00	15,534.00
WW Collect.	30-80-8200-5300-322 SUPPLIES - LIFT STATION PUMPS						
	Pump purchase at Dixie lift station.	46109	04/14/2025	JFernandez	40,000.00	-5,750.00	44,122.00
WW Collect.	30-80-8200-5300-505 C.S./PLUMBING						
	JFernandez		04/07/2025	4:35:33PM			
	f1142r03						

FY 2024-2025

TOWN OF HILLSBOROUGH
BUDGET CHANGES REPORT

DATES: 04/14/2025 TO 04/14/2025

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
	Est budget for account	46158	04/14/2025	EBRADFORI	0.00	40,000.00	40,000.00
WW Collect.	30-80-8200-5700-735 CAPITAL - BUILDING & IMPROVEMENTS						
	Yr-end adju	46162	04/14/2025	EBRADFORI	0.00	-333.00	57,366.00
	Yr-end adj	46170	04/14/2025	EBRADFORI	0.00	-1.00	57,365.00
WW Collect.	30-80-8200-5700-741 CAPITAL - EQUIPMENT						
	Pump purchase at Dixie lift station.	46110	04/14/2025	JFernandez	0.00	5,750.00	332,869.12
WWTP	30-80-8220-5100-020 SALARIES						
	Yr-end adj	46163	04/14/2025	EBRADFORI	548,755.00	12,000.00	560,755.00
WWTP	30-80-8220-5120-050 FICA						
	Yr-end adj	46164	04/14/2025	EBRADFORI	41,980.00	2,000.00	43,980.00
WWTP	30-80-8220-5127-070 RETIREMENT						
	Yr-end adj	46165	04/14/2025	EBRADFORI	72,547.00	6,000.00	78,547.00
WWTP	30-80-8220-5127-071 401(K) RETIREMENT SUPP.						
	Yr-end adj	46166	04/14/2025	EBRADFORI	27,036.00	3,000.00	30,036.00
WWTP	30-80-8220-5300-130 UTILITIES						
	Yr-end adj	46167	04/14/2025	EBRADFORI	170,000.00	9,000.00	179,000.00
						<u>98,907.60</u>	



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	April 14, 2025
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 – Volunteer Appreciation Week

Attachments:

Proclamation

Summary:

Each year a special week is designated in our nation to recognize the impact of volunteer service and the power of volunteers to tackle society's greatest challenges, to build stronger communities and be a force that transforms the world. We recognize the people and causes that inspire us to serve, recognizing and thanking volunteers who lend their time, talent and voice to make a difference in their communities.

Financial impacts:

N/A

Staff recommendation and comments:

N/A

Action requested:

Approve proclamation recognizing April 20-26, 2025, as Volunteer Appreciation Week in the Town of Hillsborough.



PROCLAMATION

Recognizing Volunteer Appreciation Week

April 20-26, 2025

WHEREAS, National Volunteer Week is an opportunity to recognize and honor the countless individuals who selflessly invest in the lives of others; and

WHEREAS, volunteers are finding unique and innovative ways to spread joy and meet the emotional, physical, and spiritual needs of others; and

WHEREAS, volunteering one's time, talents and resources has been an integral part of our heritage since the early days of our nation and it is essential that we continue this tradition of giving and sharing to preserve and improve the quality of life for all members of our community; and

WHEREAS, experience teaches us that government by itself cannot solve all our nation's problems; and the giving of oneself in service to another empowers the giver and the recipient; and

WHEREAS, our volunteers are a great treasure; and

WHEREAS, each year a special week is designated in our nation for the dual purpose of recognizing those who give of themselves and of encouraging all to become involved in volunteer work; and it is fitting at this time that we say, "THANK YOU!" to all individuals, groups, boards and committees, and businesses who have given time, energy, and resources in the Town of Hillsborough through volunteer service;

NOW, THEREFORE, I, Mark Bell, mayor of the Town of Hillsborough, do hereby proclaim April 20-26, 2025 as Volunteer Appreciation Week in the Town of Hillsborough.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hillsborough to be affixed this 14th day of April in the year 2025.

Mark Bell, Mayor
Town of Hillsborough



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Planning and Economic Development
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Shannan Campbell, Planning and Economic Development Manager
Stephanie Trueblood, Public Space and Sustainability Manager

ITEM TO BE CONSIDERED

Subject: Special Event Permit – UPROAR Festival of Public Art 2025

Attachments:

1. Special Event Permit
2. Certificate of Insurance
3. Event Memorandum between Hillsborough and Orange County governments

Summary:

In July/August of 2023, the first annual UPROAR Festival of Public Art was held. This event, a collaboration of Orange County, Hillsborough, Chapel Hill, and Carrboro governments and local organizations was put on by the Orange County Arts Commission and was a huge success for the county and artists that participated. The event is back for its second season and the Orange County Arts Commission, utilizing lessons learned from the first inaugural event, is asking that the municipalities sign a Memorandum of Understanding outlining the expectations for each municipality in participating in the event. The agreement explains the financial contribution expected (which is being provided by the Tourism Program in Hillsborough), and assistance that event organizers may need from the municipalities regarding temporary signage, and any emergency assistance in installing or removing art pieces.

Financial impacts:

Low; staff time and/or light equipment use may be requested.

Staff recommendation and comments:

Staff recommends approval. The event was successful last time and continues to grow and establish Hillsborough and Orange County as a community that cares about and supports the arts.

Action requested:

Approve, approve with conditions, or deny the special event permit and Memorandum of Understanding.



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: Uproar Festival of Public Art

Event location address: Downtown Hillsborough (various sites)

Date(s) of event: Friday Aug 1

Event setup time: Install July 21-31 Event hours: _____ Event breakdown: _____

Date(s) of event: Saturday Aug 23

Event setup time: Deinstall Aug 24-27 Event hours: _____ Event breakdown: _____

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: Orange County Arts Commission

Organization/company mailing address: 437 Dimmocks Mill Rd. Box 27

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

Event organizer name: Katie Murray

Event organizer phone: 919-245-2335 Event organizer email: kmurray@orangecountync.gov

On-site contact(s) during the event:

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

Name: _____ Cell phone: _____

GENERAL EVENT INFORMATION

Type of event:

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

General event description:

Please outline the event purpose and elements, including items such as food trucks, car shows, races and vendors.
Uproar will feature 20 works of public art on various sites throughout Downtown Hillsborough from August 1 - 23, 2025.

The public will vote on their favorite works to select the \$10,000 People's Choice Award.

Estimated number of people who will attend the event: 10,000

Estimated peak time(s) of attendance: Weekends, daytime

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

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

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? _____

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

Please explain: _____

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

Please explain: Artwork will remain throughout the festival

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? _____

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

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

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

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

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

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

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

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

☐ Road closures

☐ Police coverage

☐ Traffic control

☐ Trash and recycling rollouts

Number of rollouts _____

EVENT MAP AND LAYOUT REQUIREMENTS

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

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

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

EVENT LIABILITY INSURANCE

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

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

Name of insurance company providing liability coverage for the event:

Contact information for broker/agent providing coverage:

EVENT PROPERTY USE PERMISSION

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

Name of property owner

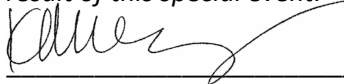
Phone

Signature of property owner

Date

TOWN LIABILITY AGREEMENT

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



Applicant signature

3/3/2025

Date

SUBMITTAL DIRECTIONS:

The following methods may be used:

- Submit electronically to Planning Technician Kelsey Carson at kelsey.carson@hillsboroughnc.gov.
- Submit paper copy to:
Hillsborough Planning Department
ATTN: Planning Technician Kelsey Carson
PO Box 429
101 E. Orange St.
Hillsborough, NC 27278

FOR OFFICE USE ONLY

Application received by: _____

Date: _____ Fee paid: _____

Date information emailed out: _____

Permit StatusApproved: ☐ 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



ORANCOU-50

ABOYARLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2025

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

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

PRODUCER Alliant Insurance Services, Inc. 101 N. Tryon St, Ste 6000 Charlotte, NC 28246	CONTACT NAME:	
	PHONE (A/C, No, Ext): (619) 238-1828	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Insurance Company	25615
INSURED Orange County, NC 300 West Tryon Street Hillsborough, NC 27278	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZLP91N5373024PA	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Hillsborough is included as additional insured.

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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STATE OF NORTH CAROLINA

COUNTY OF ORANGE

**MEMORANDUM OF UNDERSTANDING FOR TEMPORARY OUTDOOR ARTWORK EXHIBITION
ON TOWN PROPERTY IN HILLSBOROUGH, NORTH CAROLINA**

This Memorandum of Understanding (“MOU”) is made and entered into by and between Orange County through the Orange County Arts Commission (“County”, “OCAC” or “Program Partner”), and the Town of Hillsborough, 101 E Orange Street, Hillsborough, NC 27278 a North Carolina municipal corporation, herein “Town”, for the temporary outdoor artwork exhibition on town property in Hillsborough, NC known as the **2025 Uproar Festival of Public Art**.

WHEREAS, the Town strives to support a vibrant and inclusive community, to enrich the lives of those who live, work, and visit by building community and creating a place for everyone; and

WHEREAS, OCAC intends the Uproar Festival of Public Art to drive visitation into our downtown communities by transforming Orange County into an arts destination; and

WHEREAS, the Town seeks to design and present lively celebrations and community events, including outdoor public art experiences; and

WHEREAS, OCAC wishes to temporarily exhibit outdoor public art in downtown Hillsborough as part of the 2025 Uproar Festival of Public Art;

NOW THEREFORE, OCAC and the Town agree to coordinate the temporary exhibition of outdoor public art in downtown Hillsborough pursuant to the following terms and conditions:

1. Duties of Program Partner. OCAC will:
 - Exhibit temporary public artworks at sites publicly owned by the Town of Hillsborough.
 - Provide artists, staff, and tools to install, maintain, and deinstall temporary public artworks at the aforementioned locations between July 21 and August 27 (the “display period”);
 - Follow all appropriate Town regulations regarding safety, accessibility, and permitted use;
 - Coordinate with Town staff regarding scheduling and site access for the installation, maintenance, and deinstallation of the artwork;
 - Remove all artwork and associated work products (wires, anchors, cables, bolts, screws, signage, etc.) during artwork deinstallation; and
 - Refill / replace any concrete or masonry that was disturbed or drilled during artwork installation with appropriate material, approved by the Town, at no cost to the Town.
2. Duties of Town. The Town will:
 - Coordinate sponsorship payment in the amount of \$8,000.00 through the Hillsborough Tourism Development Authority by June 30, 2025, to the County for the purposes of the Uproar Festival.
 - Contact OCAC via email as soon as possible in the event that artwork requires repair or inspection.
 - To the best of each town’s best ability, provide back-up physical and/or machine

- support in the event of problems with OCAC contracted installation equipment.
 - Based on the Town’s signage ordinances, will provide guidance regarding festival signage placement and communicate signage placement to relevant Town departments.
 - Will manage any required powerline detection service required for art placement.
 - Will provide a designated staff member to be:
 - Available for monthly meetings
 - Liaison between Town and contracted sites coordinator
 - Present (able to be contacted) for install (July 21 – Aug 1) and deinstall week (Aug 24-27) for town-owned sites, or private sites with town staff relationships – or have a fully-informed stand-in
 - Will provide collaborative marketing assistance including:
 - Sharing of call for artists through channels
 - Sharing of social posts leading up and throughout the event
 - Inclusion of event in Town publicity, enews, etc.
3. **Joint Duties.** Both parties will:
- Both parties will be responsible for their own costs.
 - Both parties will retain responsibility for appointing any personnel necessary to the execution of the undertaking.
 - No joint agency is established by this agreement.
4. **Imagery and Documentation.** OCAC reserves the right to use imagery and documentation of the venue, the art, and the process of installing the art. Uses may include, but are not limited to, the official Up roar website, press releases, promotional materials prepared by OCAC.
5. **Contacts.** The following persons shall be the primary contact person for all issues related to this Agreement

For the Town:

Stephanie Trueblood, Sustainability and Public
Space Manager
Shannan Campbell, Planning and Economic
Development Manager
PO BOX 429
101 E Orange Street
Hillsborough, NC 27278

For OCAC:

Katie Murray
OCAC
437 Dimmocks Mill Road, Box 27
Hillsborough, NC 27278
Email address: kmurray@orangecountync.gov

6. **Amendment.** This MOU may be amended by written agreement signed by both parties.
7. **Non-Discrimination.** Both Parties contractually agree to administer all functions pursuant to this Contract without discrimination based upon race, ethnicity, color, national origin, religion, creed,

age, sex, gender, gender identity, gender expression, marital status, familial status, disability, political affiliation, veteran status, disabled veteran status.

8. Indemnification and Hold Harmless. To the extent allowed by law, both parties agree to indemnify and hold harmless the other party and its officers, agents and employees from and against any and all loss, liability, claims or expense (including reasonable attorneys' fees) arising from or relating to the 2025 Uproar Festival of Public Art to the extent such losses are caused by the indemnifying party's negligence or willful misconduct. This indemnification does not apply to the extent that such losses are caused by the negligence or misconduct of the party seeking indemnification."
9. Disputes. This MOU shall be construed and enforced under the laws of North Carolina. Should any dispute arise between the parties related to this MOU, the courts and the authorities of the State of North Carolina shall have exclusive jurisdiction. Venue shall be in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.
10. Assignment. Neither party may assign this MOU without the prior written consent of the other party.
11. Entire Agreement. This MOU shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this MOU that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this MOU.
12. Term. This MOU, unless amended as provided herein, shall be in effect until August 30, 2025. This MOU may be terminated by either party with 90 days written notice.

[SIGNATURES ON FOLLOWING PAGE.]

The Memorandum of Understanding is between the Town of Hillsborough and Orange County through the Orange County Arts Commission for the temporary outdoor artwork exhibition on town property in Hillsborough, NC known as the 2025 Uproar Festival of Public Art.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names by authority duly given.

ORANGE COUNTY

SIGNATURE

PRINTED NAME & TITLE

TOWN OF HILLSBOROUGH, NORTH CAROLINA

TOWN MANAGER/ASST. TOWN MANAGER PRINTED NAME

SIGNATURE

DATE



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Planning and Economic Development
Agenda Section: Consent
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 – Last Fridays and Art Walk 2025-26 Season

Attachments:

1. Special Event Permit Application
2. Event Layout Map
3. Road Closure Map
4. Certificate of Liability Insurance

Summary:

The Hillsborough Arts Council would like to request town sponsorship for trash and recycling service and street closure of Court Street from 3 to 9 p.m. on May 30, June 27, July 25, August 29, September 26, and October 31. It is estimated that 1,500- 2,500 people may attend each event.

Financial impacts:

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

Staff recommendation and comments:

None.

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's Last Fridays & the Art Walk (w/ Makers Markets*)

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

Date(s) of event: 3/28, 4/24, 5/30*, 6/27*, 7/25*

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

Date(s) of event: 8/29*, 9/26*, 10/31*, 11/28

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

EVENT ORGANIZER AND CONTACT INFORMATION

Name of organization/company: Hillsborough Arts Council

Organization/company mailing address: 102 N Churton St. Hillsborough, NC 27278

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

Event organizer name: Ivana Beveridge

Event organizer phone: (828) 337-5511 Event organizer email: programs@hillsboroughartscouncil.org

On-site contact(s) during the event:

Name: Heather Tatreau Cell phone: (919) 593-4295

Name: Kim Freeman Cell phone: (336) 212-4069

GENERAL EVENT INFORMATION

Type of event:

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

General event description:

Please outline the event purpose and elements, including items such as food trucks, car shows, races and vendors.
(Year-Round) Monthly happenings at participating Art Walk venues.

(April-November) Living Arts Collective drumming and dance in River Park.

(May-October*) Last Fridays Makers Markets & NEW Live on the Lawn Performance Series at the 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: 6:30-8 PM

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

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: Microphone(s), amplification

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

Please explain: ADA portalet may be left overnight to be picked up by the service 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 (10x10) tents

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

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

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

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

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

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

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

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

☒ Road closures

☐ Police coverage

☐ Traffic control

☒ Trash and recycling rollouts

Number of rollouts 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

2/19/2025

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

2/19/2025

Date

SUBMITTAL DIRECTIONS:

The following methods may be used:

- Submit electronically to Planning Technician Kelsey Carson at kelsey.carson@hillsboroughnc.gov.
- Submit paper copy to:
Hillsborough Planning Department
ATTN: Planning Technician Kelsey Carson
PO Box 429
101 E. Orange St.
Hillsborough, NC 27278

FOR OFFICE USE ONLYApplication received by: Dakotah KimbroughDate: 3/25/2025 Fee paid: \$40, FR5KYGCC5XDate information emailed out: 3/25/2025**Permit Status**Approved: ☒ Yes ☐ No

Explanation: _____

Date permit issued: _____

Approved with any conditions: Ready to issue- Town Board 4/14 for sponsorship
of trash and Court St. closuresBy: Dakotah Kimbrough

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



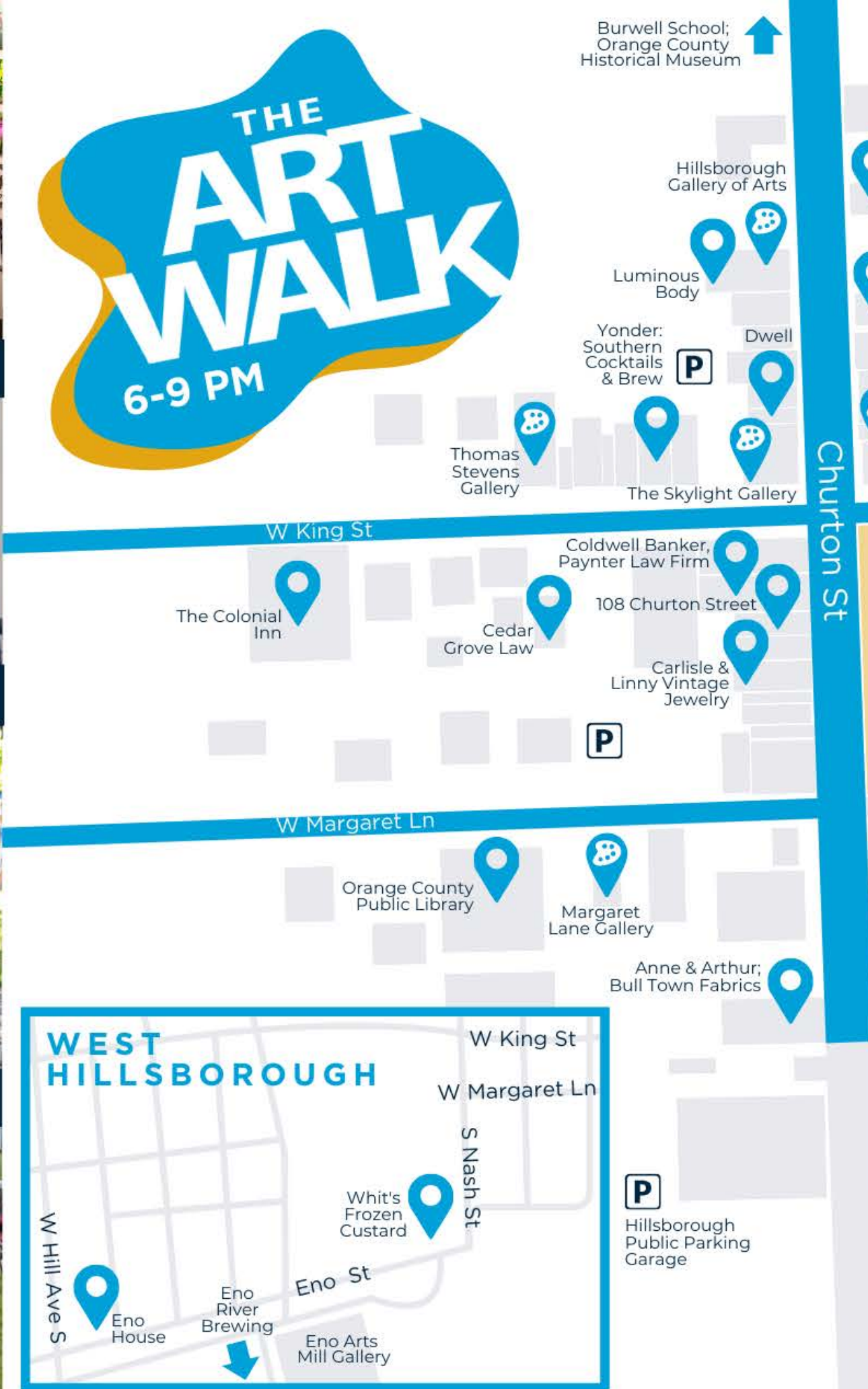
ART



CULTURE



COMMUNITY



HILLSBOROUGH, NORTH CAROLINA

P Parking

Traditional Gallery

Venues



C3 Hillsborough



The Little Market at Hillsborough Real Estate Group



HAC Gallery & Gift Shop



Snow Approach Foundation



5-8:30 PM

Last Fridays Makers Markets & Live on the Lawn Performance Series



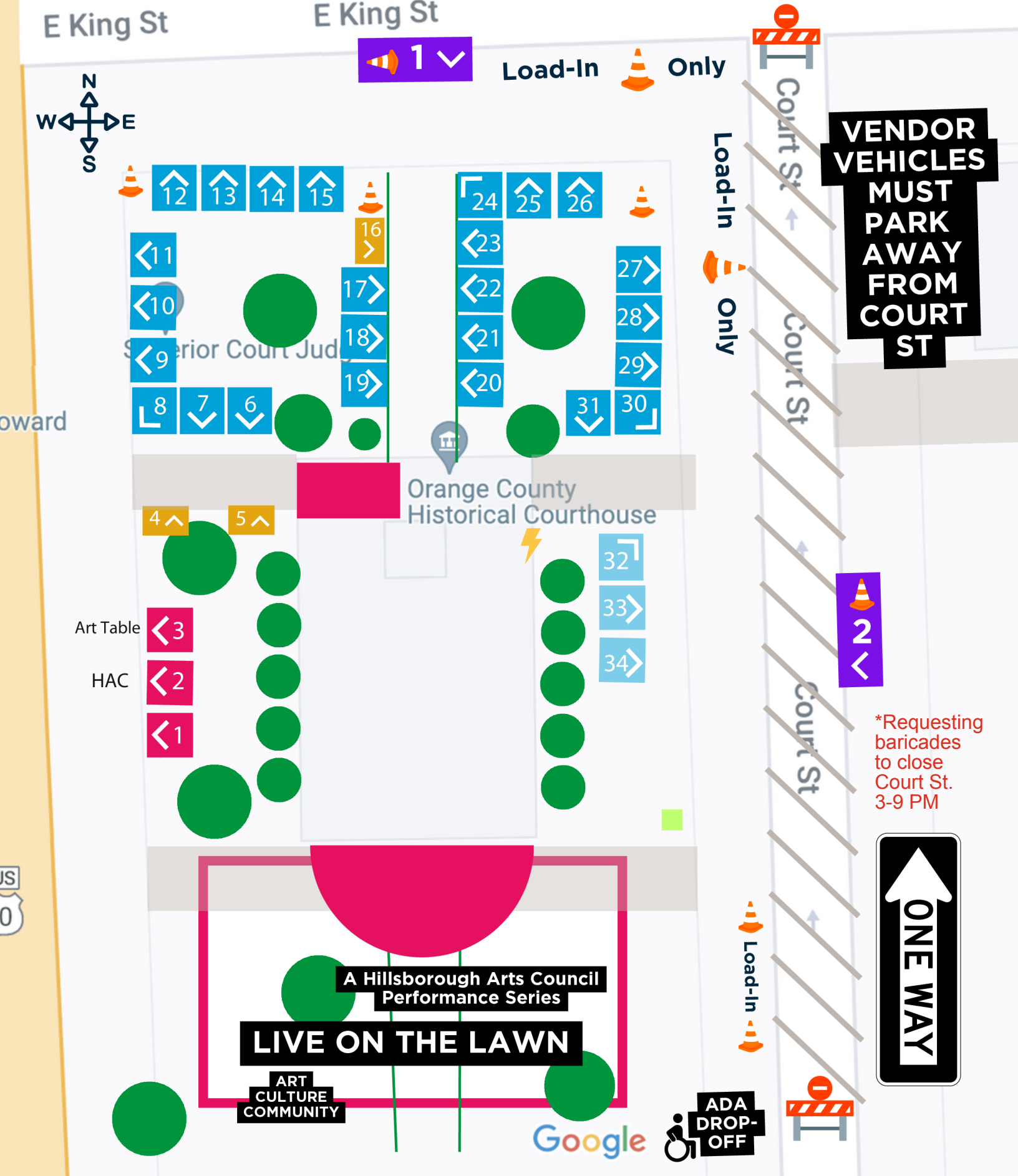
Preservation Fund of Hillsborough



David Price Farmer's Market Pavilion



Living Arts Collective
Drumming & Dance in River Park



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

HAC/HAC Curated

Vendor Table

Tree/shrub

Street
Closure/Vendor
Check-In

Tent

Direction to Face

On-Street Vendor

Section 4, Item E.

Portable Restroom

Obstruction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2025

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	8/10/2024	08/10/2025	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 EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						Q851800607 01/18/2024 01/18/2025 <input checked="" type="checkbox"/> WC STATUTORY LIMITS 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)

Orange County is an additional insured as respects general liability arising from the insured's operations when required by written contract.
Re: Last Fridays and Art Walk, Mar-Nov 2025

CERTIFICATE HOLDER**CANCELLATION**

Orange County PO Box 8181 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: April 14, 2025
 Department: Planning and Economic Development
 Agenda Section: Consent
 Public hearing: Yes
 Date of public hearing: March 20, 2025

PRESENTER/INFORMATION CONTACT

Molly Boyle, Planner II

ITEM TO BE CONSIDERED

Subject: Annexation request for 500 Valley Forge Road (Piedmont Food Processing Center)

Attachments:

1. Annexation petition
2. Vicinity, Zoning, and Future Land Use maps
3. Annexation ordinance

Summary:

Annexation Request – 500 Valley Forge Road	
Owner	Orange County
Applicants	Orange County and Piedmont Food Processing Center
Type of request	Voluntary and contiguous to existing town limits
Parcel ID Number	9874-31-5787
Parcel Size	Approximately 4.66 acres
Property Location	500 Valley Forge Road, southwest of the US 70A and NC 86 S junction
Zoning	Currently zoned General Industrial (GI) in the town's extra-territorial jurisdiction. No change in zoning is proposed.

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:
Ensure that land use and development regulations are aligned with preferred future land use and growth patterns.

Financial impacts:

The property already receives water and sewer service from the Town of Hillsborough. It is owned by Orange County and occupied by a 501(c)(3) non-profit, the Piedmont Food Processing Center, so the town will not receive property tax revenue. If the property is annexed, the Piedmont Food Processing Center will be billed for utilities at an in-town rate as opposed to its current out-of-town rate.

Staff recommendation and comments:

The joint public hearing for this request was held on March 20, 2025. No members of the public asked to speak on the annexation request. The Planning Board and Board of Commissioners did not have any questions for the applicant.

Staff has investigated the sufficiency of this petition and finds it compliant with the statutory requirements for contiguous annexations ([NC GS § 160A-31, Annexation by Petition](#)). Staff recommends annexing this property to the Town of Hillsborough.

Action requested:

Vote to approve the annexation request for 500 Valley Forge Road.



TOWN OF
HILLSBOROUGH

**PETITION FOR
Annexation of Contiguous Property**

Planning Department
101 E. Orange Street / P.O. Box 429
Hillsborough, NC 27278
Phone: (919) 296-9471 Fax: (919) 644-2390
Website: www.hillsboroughnc.gov

TO THE BOARD OF COMMISSIONERS OF THE TOWN OF HILLSBOROUGH:

(1) The undersigned, Jamezetta Bedford, Chair, Orange County Board of County Commissioners

being the owner(s) of all real property located within the area described in paragraph two below requests that such area be annexed to the Town of Hillsborough.

(2) The area to be annexed is contiguous to the Town of Hillsborough and is located 500 Valley Forge Rd. Hillsbrough PIN# 9874315787

(3) A map of the foregoing property, showing its relationship to the existing corporate limits of the town, is attached hereto.

(4) This petition is presented under the authority contained in G.S. 160A-31.

Respectfully submitted this 17th day of September, 2024

Jamezetta Bedford
Property Owner

Laura Jensen
Witness

Property Owner

Witness

Property Owner

Witness

Property Owner

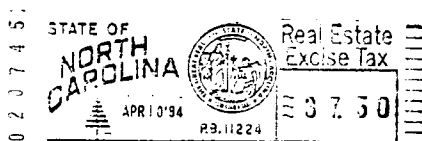
Witness

Property Owner

Witness

Property Owner

Witness



FILED
BOOK/PAGE # 460 PAGE # 283

APR 10 2 30 PM '84

BETTY JUNE HAYES
REC'D OF DEEDS
ORANGE COUNTY, N.C.

R/T Paid 37.50

BOOK 460 PAGE 283

Excise Tax

Recording Time, Book and Page

Tax Lot No. 4.40. A. 8F Parcel Identifier No. 9874-31-5787
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to COLEMAN, BERNHOLZ, DICKERSON, BERNHOLZ, GLEDHILL & HARGRAVE
110 N. Churton St., Hillsborough, NC 27278 (GEG/ekw)

This instrument was prepared by John T. Stewart

Brief description for the Index

4.6624 acres, Orange County

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 20th day of March, 19 84, by and between

GRANTOR

GRANTEE

FCX, Inc.

Orange County
106 Margaret Lane
Hillsborough, North Carolina 27278

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Hillsborough Township,

_____ Orange County, North Carolina and more particularly described as follows:

BEGINNING at a concrete monument on the north side of N.C.S.R. 1200 the southeast corner of Champion International Corporation, and running in a northerly direction, toward Cates Creek, North 56°36'17" West 299.80 feet to a concrete monument; running thence, North 80°07'20" West 232.10 feet to a point in the bank of Cates Creek and in the line of T.T.N.L. Properties; running thence along Cates Creek with the T.T.N.L. Properties line, North 38°52'34" East 192.39 feet to a point; running thence North 75°38'24" East 237.57 feet to a point; continuing North 73°15'01" East 231.67 feet to a point; running thence North 78°57'51" East 34.82 feet to a point; running thence South 39°47'31" East 289.48 feet to an iron pipe in the edge of N.C.S.R. 1200; running thence along and with said State Road, South 49°49'03" West 409.99 feet to the point and place of BEGINNING and being 4.6624 acres as surveyed by Bob G. Roberts, R.L.S. and recorded in Plat book 38, page 186, Orange County Registry.

RECEIVED

APR 10 1984

The property hereinabove described was acquired by Grantor by Certificate of Merger recorded in Instrument recorded in Deed Book 340, Page 603, Orange County Registry

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Subject to such easements and rights of way as are of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

FCX, Inc.
(Corporate Name)
By: [Signature] President
ATTEST: [Signature] Secretary (Corporate Seal)
FCX, INC. HALLIDAY
(Corporate Name)
By: _____ President
ATTEST: _____ Secretary (Corporate Seal)

USE BLACK INK ONLY

_____. (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)
_____. (SEAL)

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

Use Black Ink
I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of
personally came before me this day and acknowledged that _____ he is _____
_____ a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its _____
President, sealed with its corporate seal and attested by _____ as its _____ Secretary.
Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

Notary Public
Certificate

Poor Quality

SEAL - STAMP

NORTH CAROLINA, Chatham County.

Use Black Ink
I, a Notary Public of the County and State aforesaid, certify that Edith Knight
personally came before me this day and acknowledged that _____ he is _____ Secretary of
Edith Knight a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its _____
President, sealed with its corporate seal and attested by Edith Knight as its _____ Secretary.
Witness my hand and official stamp or seal, this 20th day of March, 1984.

My commission expires: March 23, 1985 James H. Campbell Notary Public

The foregoing Certificate(s) of _____
Annie W. Campbell, a Notary Public of Orange County, N. C., is

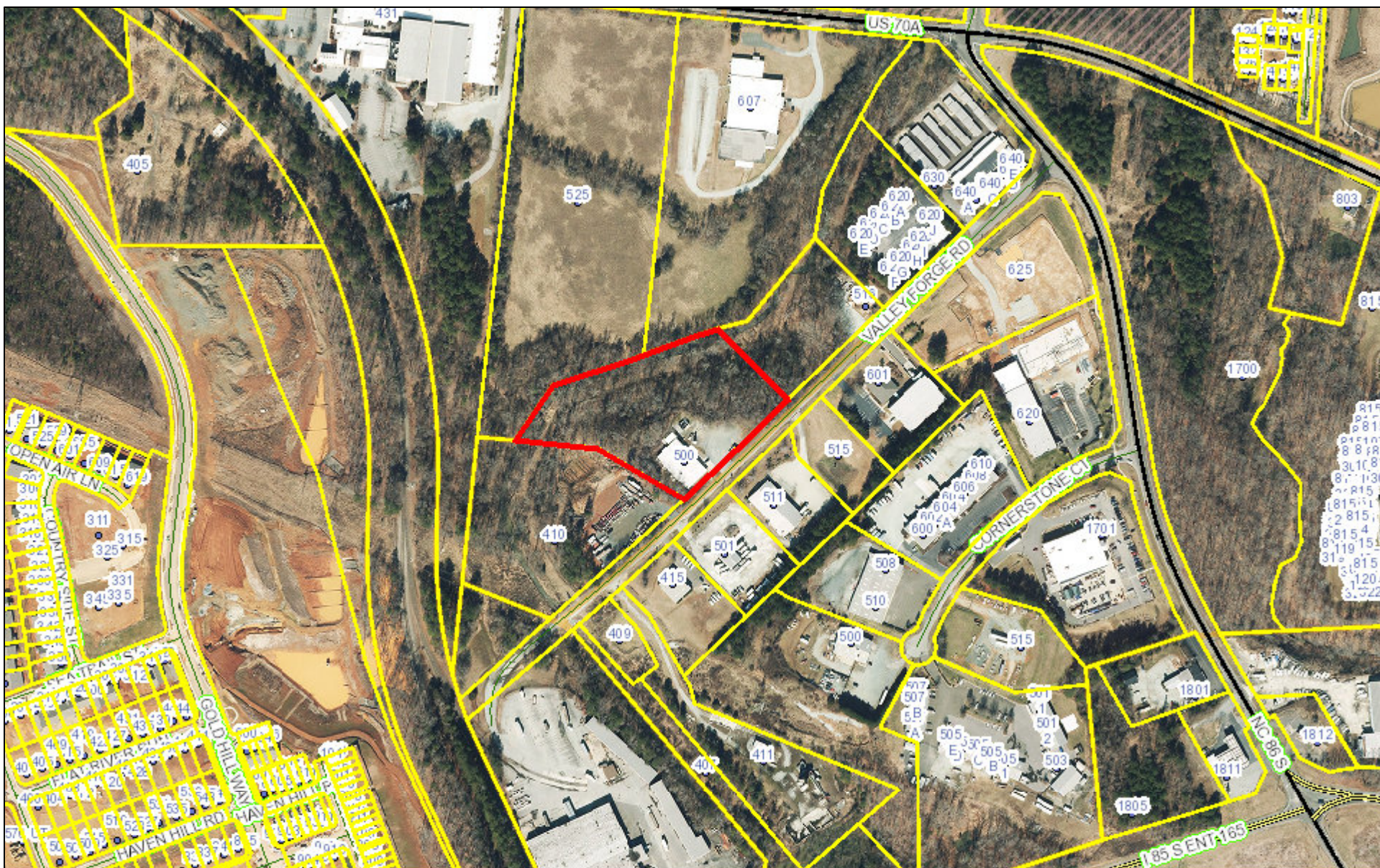
~~NOT~~ certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the
first page hereof. This the 10th day of April, 1984.

Betty June Hayes, _____ REGISTER OF DEEDS FOR _____ Orange COUNTY

By Bruce B. Warner Deputy Assistant-Register of Deeds.



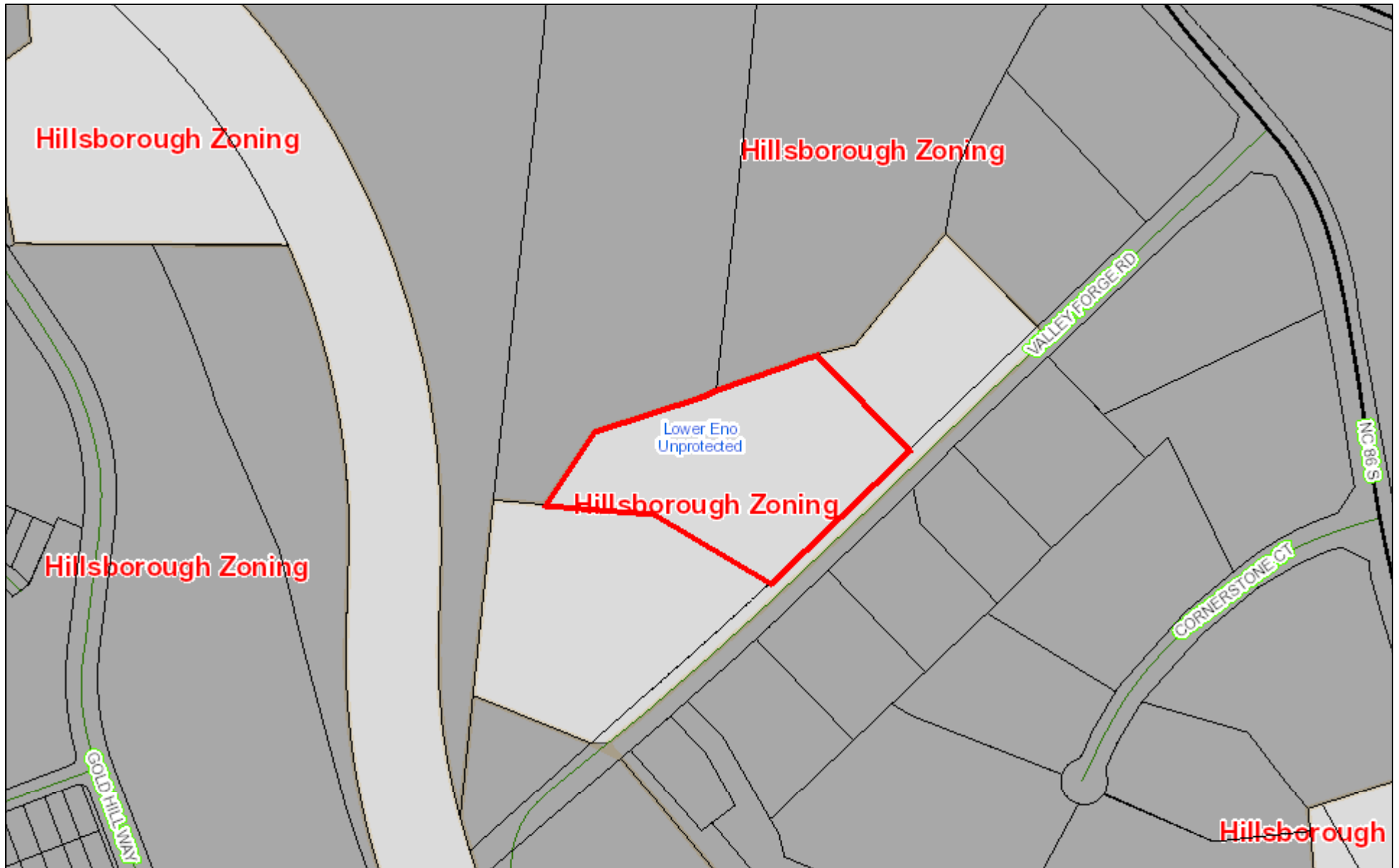
Vicinity Map - 500 Valley Forge



February 11, 2025

$$1'' = 400'$$

Vicinity Map (Town Limits) - 500 Valley Forge



February 11, 2025

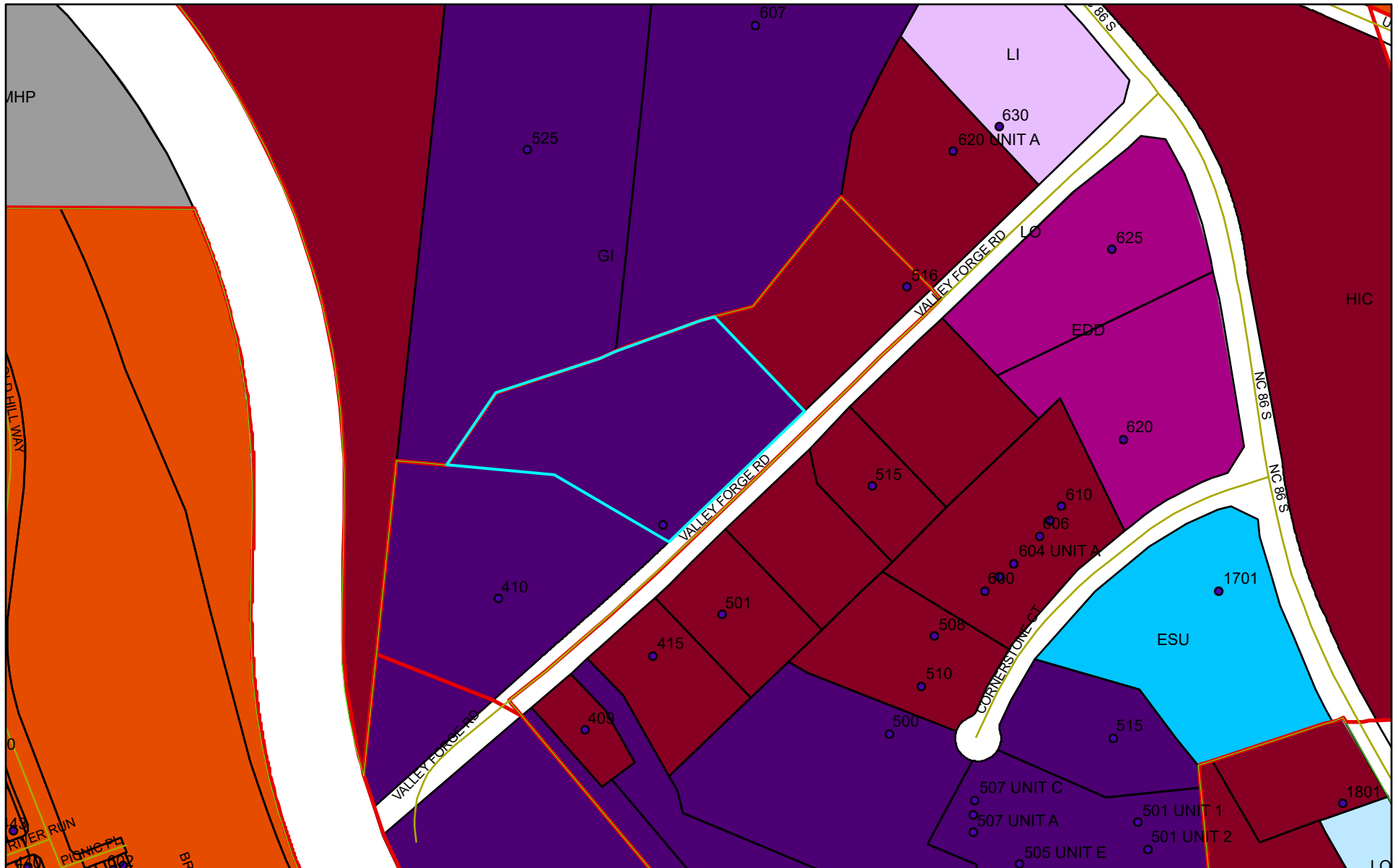
1" = 300'

Extra-territorial jurisdiction

Town limits

Section 4, Item F.

Zoning Map - 500 Valley Forge



2/11/2025, 4:15:14 PM

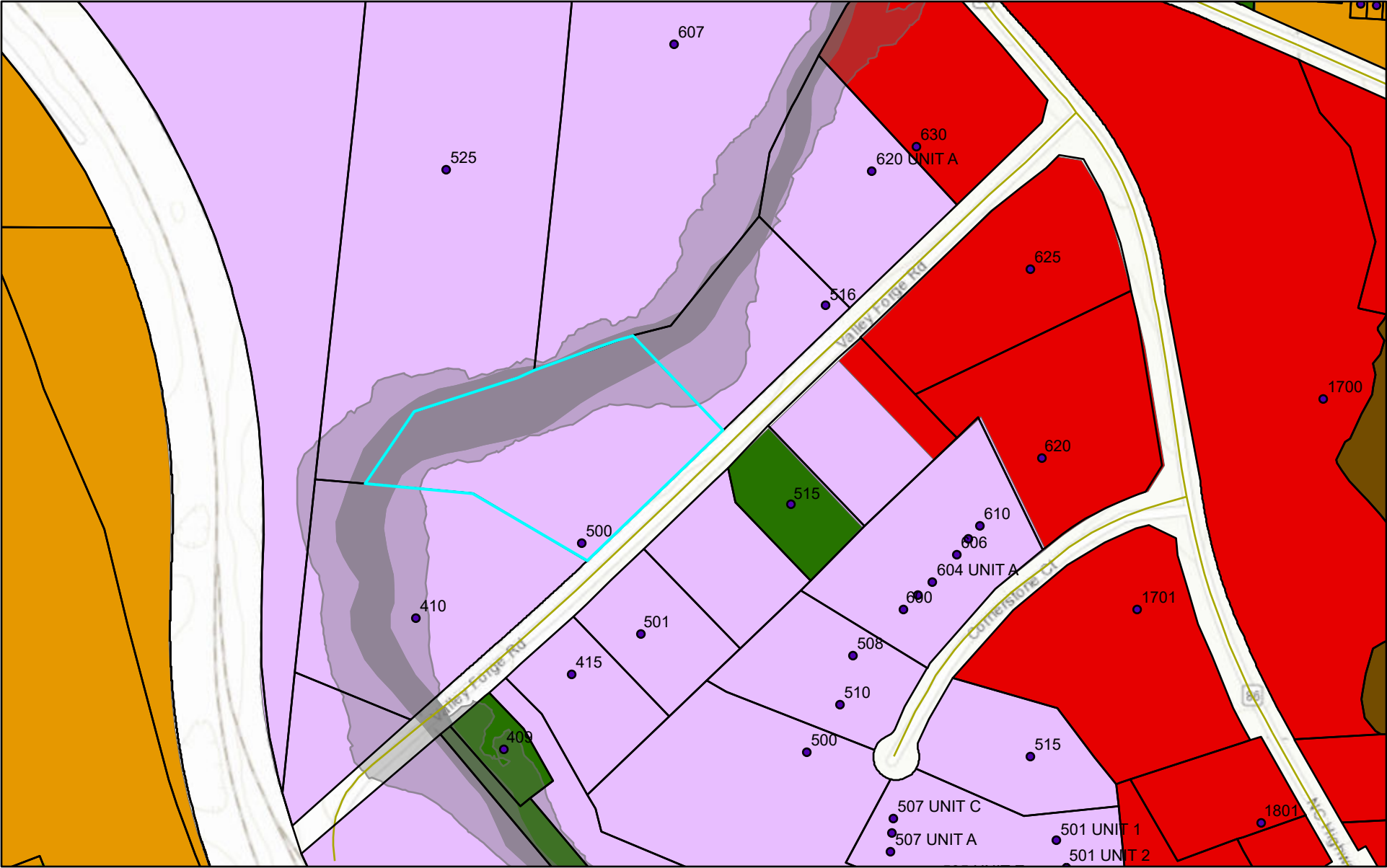
$$1'' = 300'$$

-  Streets
 Addresses
 Hillsborough ETJ
 Hillsborough Town Limits
-  Parcels
 ZoningLayers
 EDD Economic Development District
 ESU Entranceway Special Use
-  GI General Industrial
 HIC High Intensity Commercial
 LI Light Industrial
 LO Limited Office
-  MHP Mobile Home Park
 RSU Residential Special Use

Section 4, Item F.

Web AppBuilder for Arc

Future Land Use Map - 500 Valley Forge



2/11/2025, 4:14:09 PM

1" = 300'

- | | | | |
|-------------|----------------------------|--------------------------------|----------------------|
| • Addresses | Natural Resource | HillsboroughLandUse | Permanent Open Space |
| ▭ Parcels | Special Flood Hazard Areas | Attached Residential | Retail Services |
| — Streets | Special Flood Hazard Areas | Light Industrial | |
| | Urban Service Area | Mixed Residential Neighborhood | |

Section 4, Item F.



ORDINANCE

Annexing certain contiguous property to the Town of Hillsborough, NC
500 Valley Forge Road (Parcel Identification Number 9874-31-5787)

WHEREAS, a petition was received requesting the annexation of approximately 4.66 acres located southwest of the junction of US 70A and NC 86 S and further identified as 500 Valley Forge Road (PIN 9874-31-5787); and

WHEREAS, the petition was signed by the owners of all real property located within such area; and

WHEREAS, a properly advertised public hearing on the annexation was held on March 20, 2025, following notice of said hearing being published in the *News of Orange County* in accordance with NC GS § 160A-31(c).

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

- Section 1.** The petition requesting the annexation of the area described in Section 2 was properly signed by the owners of all the real property located within such area and that such area is contiguous to the boundaries of the Town of Hillsborough, as the term “contiguous” is defined in NC GS § 160A-31(f).
- Section 2.** The area shown and described hereto in Exhibits A and B is hereby annexed and made part of the Town of Hillsborough.
- Section 3.** This ordinance shall become effective upon adoption.
- Section 4.** The Town Clerk shall cause an accurate map of the annexed territory described in Section 2, together with a duly certified copy of this ordinance, to be recorded in the office of the Register of Deeds of Orange County. Such a map shall also be delivered to the Orange County Board of Elections as required by NC GS § 163-288.1.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, _____, a Notary Public of the County and State aforesaid, certify that Sarah E. Kimrey personally appeared before me this day and acknowledged that she is the Town Clerk for the Town of Hillsborough, a North Carolina municipal corporation, and that she, as Town Clerk, being duly authorized to do so, executed the foregoing instrument to acknowledge that it is an Annexation Ordinance duly adopted by the Town of Hillsborough Board of Commissioners on the date indicated.

Witness my hand and official seal, this the ____ day of _____, 2025.

Notary Public Signature

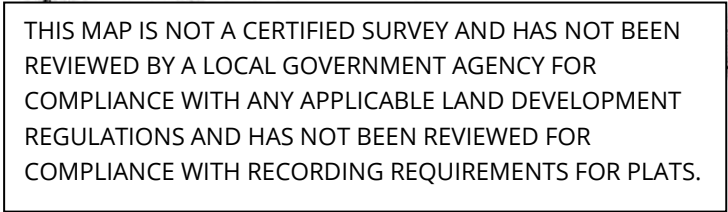
(Stamp official seal in blank space above)

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

BEGINNING at a concrete monument on the north side of N.C.S.R. 1200 the southeast corner of Champion International Corporation, and running in a northerly direction, toward Cates Creek, North 56°36'17" West 299.80 feet to a concrete monument; running thence, North 80°07'20" West 232.10 feet to a point in the bank of Cates Creek and in the line of T.T.N.L. Properties; running thence along Cates Creek with the T.T.N.L. Properties line, North 38°52'34" East 192.39 feet to a point; running thence North 75°38'24" East 237.57 feet to a point; continuing North 73°15'01" East 231.67 feet to a point; running thence North 78°57'51" East 34.82 feet to a point; running thence South 39°47'31" East 289.48 feet to an iron pipe in the edge of N.C.S.R. 1200; running thence along and with said State Road, South 49°49'03" West 409.99 feet to the point and place of BEGINNING and being 4.6624 acres as surveyed by Bob G. Roberts, R.L.S. and recorded in Plat book 38, page 186, Orange County Registry.

Book 38 Page 186





Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
 Department: Planning and Economic Development
 Agenda Section: Consent
 Public hearing: Yes
 Date of public hearing: March 20, 2025

PRESENTER/INFORMATION CONTACT

Molly Boyle, Planner II

ITEM TO BE CONSIDERED

Subject: General use rezoning request for 119 W. Orange St.

Attachments:

1. Rezoning application
2. Maps (vicinity, zoning, and future land use)
3. Planning Board statement
4. Consistency statement
5. Ordinance

Summary:

General Use Rezoning – 119 W Orange Street (PIN 9864-98-8349)	
Owner/Applicant	Dianne Cates
Parcel Size	0.92 acres (40,075 sq. ft.)
Current Land Use	Single-family dwelling
Current Zoning	R-20 (residential district with 20,000 sq. ft. minimum lot size); Historic Overlay District
Proposed Zoning	R-10 (residential district with 10,000 sq. ft. minimum lot size); Historic Overlay District
Future Land Use designation	Urban Neighborhood

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:

If rezoned to R10, the property could potentially be subdivided into three lots (the location of the existing house and swimming pool prevent subdividing into four). No financial impacts are projected other than those associated with the addition of up to two new residential lots.

Staff recommendation and comments:Planning staff comments

Rezoning this parcel to R10 would be consistent with the town's adopted ordinances and plans. On the town's Future Land Use Map, the property is designated as "Urban Neighborhood," which envisions the following:

"Established residential neighborhoods that pre-date traditional zoning and land use regulation. Lot sizes and building types are varied and generally developed on a grid street pattern. The predominant type is generally low-density single-family housing with occasional business, government, park, church or school uses. Infill and redevelopment projects should enhance the unique character of the surrounding neighborhood and be of consistent scale and appearance. The opportunity to increase the residential density in a compatible manner is encouraged."

Unified Development Ordinance Section 4.1.1, Residential Districts (R-20, R-15, R-10) states

"The purpose of these (R-20, R-15, R-10) districts is to provide locations for moderate intensity residential neighborhoods...These districts will usually be applied where...water and sewer lines exist at the site or are to be installed as part of the development process [and where] there is direct vehicular access to a street classified as either collector or local."

The property is also located in the Historic Overlay District, where most properties are zoned R20 (20,000 sq. ft. minimum lot size). However, many lots in the Historic District predate town zoning and do not conform to the 20,000 sq. ft. minimum. For example, the four lots directly south of this property are all zoned R20 but are only about 10,000 – 11,000 sq. ft. in area.

Engineering/Utilities staff comments

The property fronts onto existing water and sewer lines. If subdivided, utilities could be provided to the new dwelling(s).

Staff recommendation:

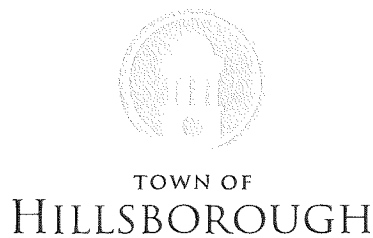
Staff supports the rezoning of this parcel to R10.

Joint public hearing & Planning Board recommendation:

The joint public hearing for this request was held on March 20, 2025. No members of the public asked to speak on the application. The Board of Commissioners and Planning Board did not have questions or concerns. After the hearing closed, the Planning Board unanimously voted to recommend approval of the rezoning request (7-0).

Action requested:

Vote to approve the rezoning request for 119 W. Orange St.



General Use Rezoning Application

Planning and Economic Development Division
101 E. Orange St., PO Box 429, Hillsborough, NC 27278
Phone: 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. Incomplete applications will not be accepted. Please contact staff with any questions.

Submittal Requirements

☒ Complete application form, including signature

☒ Application fee per current Planning Fee Schedule

Property Owner Contact

Name Dianne Cates
Phone 19192804767
Email dcates119@gmail.com
Address 119 W Orange Street
Hillsborough, NC 27278

Applicant Contact

Name Dianne Cates
Phone 19192804767
Email dcates119@gmail.com
Address 119 W Orange Street
Hillsborough, NC 27278

Property Details

Addresses/Location ~~P.O.~~ DC 13/02/2025
Parcel ID Numbers #9864988349; ~~#9874081323~~
Current Land Use(s) _____ Acreage _____
Current Zoning _____
Proposed Zoning R-10

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.

My proposal is to rezone the upper western portion of my property to a R10 sized lot. My daughter would like to build a house for her young family and live in the sweet town that raised her. This would be consistent in terms of size with the four lots immediately south of my request and I know there are several R-20 lots downtown that are actually R10-sized as well. My proposed amendment would be consistent with the town's Comprehensive Sustainability Plan. Please see attached request proposal.

General Standards Considered by the Board of Commissioners

A rezoning request is decided legislatively, meaning the Town 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 UDO on the town's website: <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.

The vision would be to consist of creating a natural environment around her proposed house area. The area would consist of pollinator plants, natural rock, deciduous trees and milk weed grasses. Please see attached vision proposal for lot.

Signature: 
Dianne Cates (Feb 13, 2025 15:00 EST)

Email: ddates119@gmail.com

Signatures

I/we certify that the information presented by me/us in this application and accompanying documents is true and accurate to the best of my/our knowledge and belief. I/we acknowledge that the processing of this application may require additional permits, approvals, and/or fees.

Dianne Cates
Property Owner (Print)


Signature

09/22/24
Date

Dianne Cates
Applicant (Print)


Signature

09/22/24
Date

Staff Use Only	
Date Received	Complete app package received 12/04/2024
Received By	MOB
Fee Paid & Receipt No. (if any)	\$500 (Receipt #060343)
Tentative Public Hearing Date	02/20/2025

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

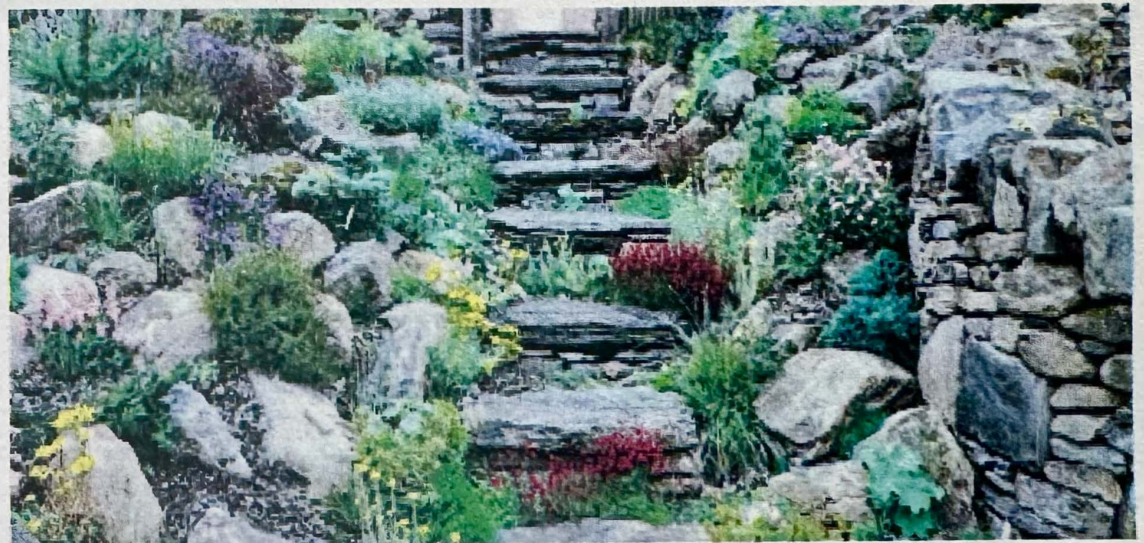
Before amending this Ordinance or the Official Zoning Map, the Town Board must consider, when conducting the process below, whether the request is consistent with the adopted Comprehensive Plan for the Town of Hillsborough.

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.

Consistency with the Comprehensive Sustainable Plan:

Our proposal to reconstruct to two tracts would allow for my daughter to build the home of her dreams. The vision would consist of creating a natural environment around the house and within. The plan would be to preserve all plants and trees possible around the house area. The entry to the home would consist of pollinator plants, natural rock, trees and grass.



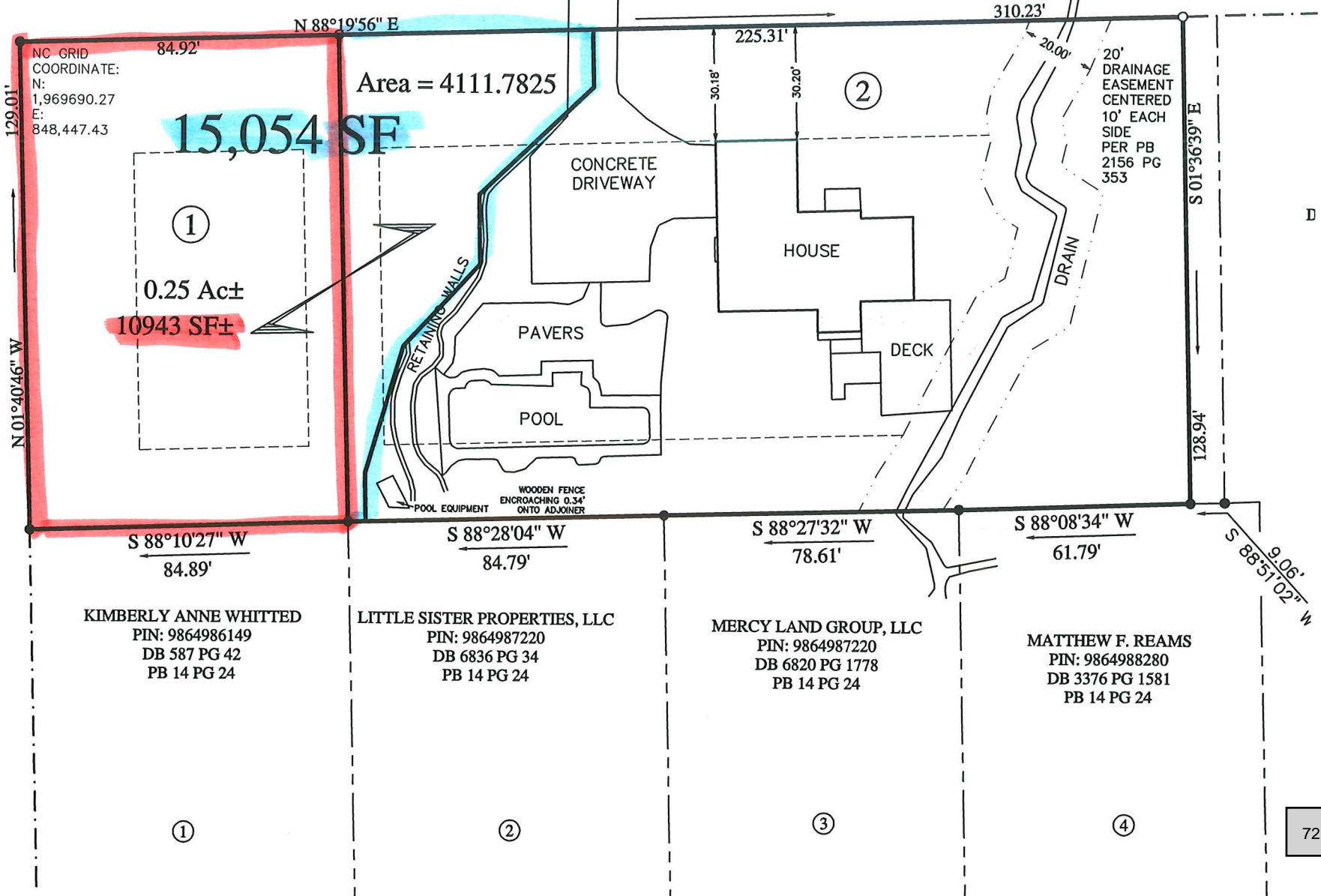
10,000 SF
LOT IN RED

15,000 SF
LOT WOULD
EXTEND TO BLUE LINE

WEST ORANGE STREET

0.92 Ac±
40151 SF±

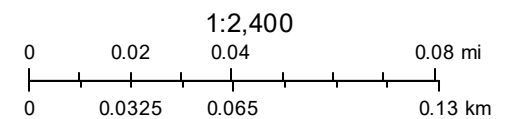
NORTH WAKE STREET



Vicinity Map - 119 W Orange Street



February 13, 2025




Zoning Map - 119 W Orange Street



2/13/2025, 12:22:10 PM

Streets

- Addresses

 Hillsborough Town Limits

Parcels

Zoning Overlays

 Historic District Overlay

ZoningLayers

 NB Neighborhood Business

 OI Office Institutional

 R15 Residential 15,000 sf min

 R20 Residential 20,000 sf min

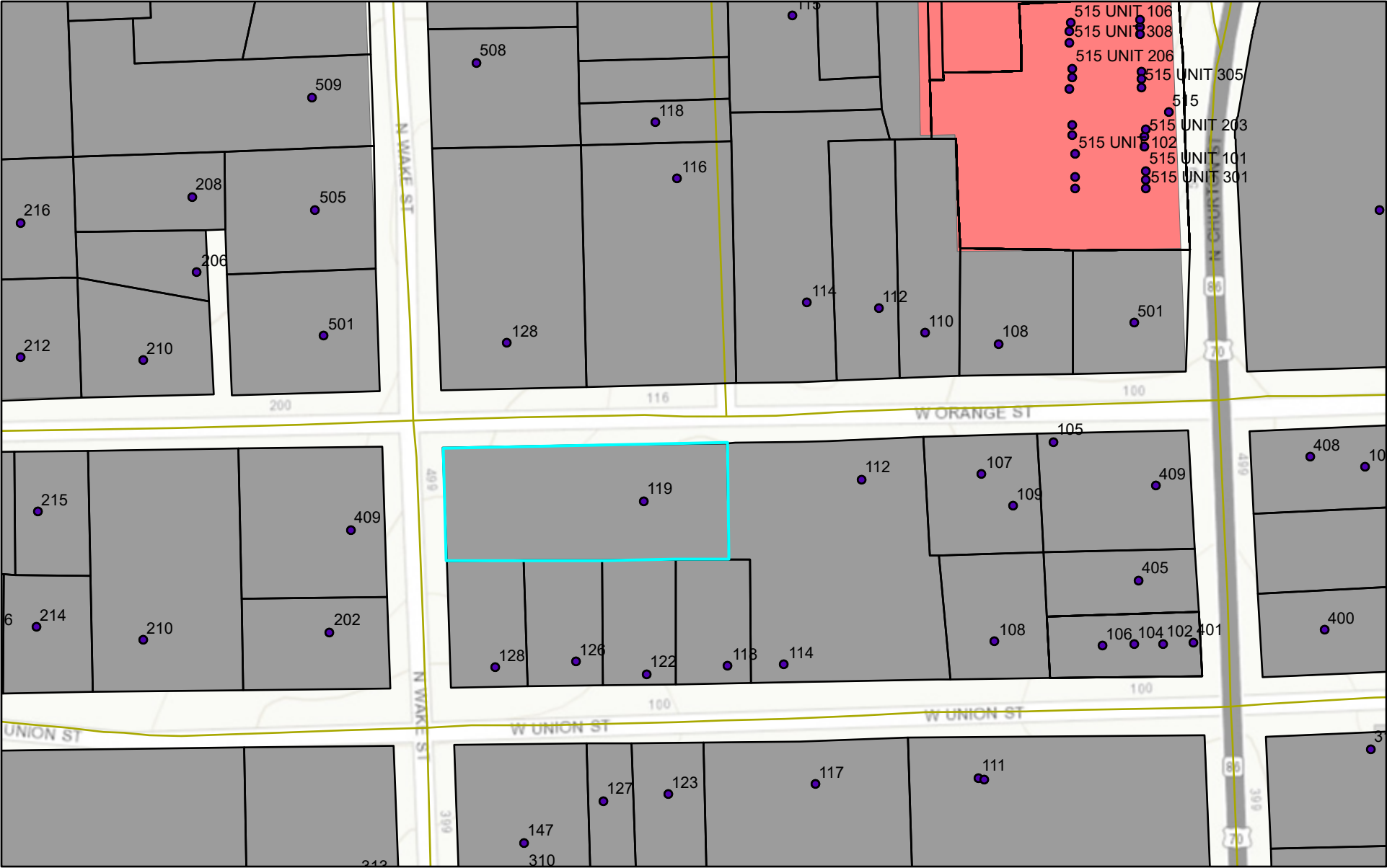
 RSU Residential Special Use

1:2,257

0 0.01 0.03 0.06 mi

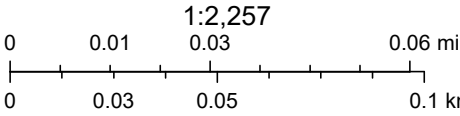
0 0.03 0.05 0.1 km

Future Land Use Map - 119 W Orange Street



2/13/2025, 12:23:24 PM

- Addresses
- Streets
- Parcels
- Urban Service Area
- HillsboroughLandUse
 - Neighborhood Mixed Use
 - Urban Neighborhood



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

Web AppBuilder for ArcGIS

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



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

General use rezoning request for 119 W. Orange Street
March 20, 2025

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed an application from Ms. Dianne Cates to rezone her property from R20 to R10; 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 Planning Board finds:

1. The proposed amendment **IS CONSISTENT** with the Town of Hillsborough CSP (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.

2. The proposed map amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by allowing for infill development downtown in a location where water and wastewater system capacity is available.

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

Ayes: 7 (Frank Casadonte, Hooper Schultz, John Giglia, Jeanette Benjey, Sherra Lawrence, Robert Iglesias, and Tiffney Marley)

Noes: 0

Absent: 1 (Christian Schmidt)

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

Frank A Casadonte

Frank A Casadonte (Mar 25, 2025 13:56 EDT)

Frank Casadonte, Chair

Town of Hillsborough Planning Board

Date of signature by Chair: 03/25/2025

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

Consistency Statement per NC GS § 160D-605

Request to amend the Official Zoning Map for the Town of Hillsborough
119 W. Orange Street (Parcel ID Number: 9864-98-8349)

April 14, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from Ms. Dianne Cates to rezone the parcel identified as 119 W. Orange Street (PIN 9864-98-8349) from R20 to R10.

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

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

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Official Zoning Map for the Town of Hillsborough, NC 119 W. Orange Street (Parcel Identification Number 9864-98-8349)

WHEREAS, an application was made to amend the Official Zoning Map for the Town of Hillsborough, specifically to rezone a 0.92-acre parcel of property identified as 119 W. Orange Street (PIN 9864-98-8349), the legal description of which can be found in Deed Book 2156, Page 353 of the Orange County Registry; and

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

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

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

- Section 1.** The Official Zoning Map of the Town of Hillsborough is hereby amended to rezone the 0.92-acre parcel of property identified as 119 W. Orange Street from R20 to R10.
- Section 2.** All provisions of any town ordinance in conflict with this ordinance are repealed.
- Section 3.** This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Planning and Economic Development
Agenda Section: Consent
Public hearing: Yes
Date of public hearing: March 20, 2025

PRESENTER/INFORMATION CONTACT

Molly Boyle, Planner II

ITEM TO BE CONSIDERED

Subject: Text amendment to Unified Development Ordinance Section 2.3, Planning Board (staff-initiated)

Attachments:

1. Draft text amendment
2. US Census Bureau data
3. Planning Board statement
4. Consistency statement
5. Ordinance

Summary:

This text amendment proposes to remove a vacant extraterritorial jurisdiction seat from the Planning Board based on population and consistent vacancy. Removing the seat would also reduce the board size from 10 to 9, and an odd number of board members is preferable to avoid ties.

The extraterritorial jurisdiction is an area outside of town limits where the town still has zoning authority. Section 2.3, Planning Board states that the Planning Board shall have at least 10 members, 3 of whom must live in the extraterritorial jurisdiction. Per North Carolina General Statute § 160D-307(a), Extraterritorial representation on boards – Proportional Representation, municipalities with extraterritorial jurisdictions are to “provide a means of proportional representation based on population for residents of the extraterritorial area to be regulated.”

The estimated population under the town’s zoning authority is 12,383, with 9,757 (79%) in town limits and 2,626 (21%) in the extraterritorial jurisdiction.

Estimated population under town zoning authority		
In-town population estimate	9,757	79%
Extraterritorial jurisdiction population estimate	2,626	21%
Total estimated population	12,383	100%

The in-town estimate is the most current estimate from the US Census Bureau. The Census Bureau does not have specific data for the extraterritorial jurisdiction, so staff used data from Orange County GIS and property tax records. Staff identified and verified all addresses in the extraterritorial jurisdiction associated with residential dwelling units (1,094). This number was multiplied by 2.4, the average number of people per household in Orange County according to the US Census Bureau.

The extraterritorial jurisdiction makes up about 20% of the population under the town's zoning authority. However, it holds 30% of its Planning Board seats. Removing the vacant extraterritorial jurisdiction seat will make the representation more proportionate with the population, with 7 in-town seats (78%) and 2 extraterritorial jurisdiction seats (22%). In addition, the town has had a vacant extraterritorial jurisdiction seat on the Planning Board for over 2 years. Adopting this text amendment would not necessitate removing any current Planning Board members from the board.

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: Improve and streamline the development review approval and acceptance process.
 - Action: Clarify the roles and responsibilities of internal town department reviewers, appointed boards, and the town board in the development review process.

Financial impacts:

None.

Staff recommendation and comments:

Joint public hearing & Planning Board recommendation:

The joint public hearing for this amendment was held on March 20, 2025. No members of the public asked to speak on the amendment. After the hearing closed, the Planning Board unanimously recommended approval of the text amendment (7-0).

Staff recommendation:

Staff recommends approval of the text amendment as written.

Action requested:

Vote to approve the proposed text amendment as written.

2. ADMINISTRATION

2.3 PLANNING BOARD

2.3.2 MEMBERSHIP

The Hillsborough Planning Board shall consist of ~~at least ten (10)~~ 9 members. Members shall serve without compensation, but they may be reimbursed for incidental expenses incurred in connection with official duties.

2.3.3 APPOINTMENT AND REPRESENTATION

Every member of the board shall be a resident of Orange County. Seven (7) members shall be citizens and residents of the Town of Hillsborough and shall be appointed by the Town Board ; ~~three (3)~~ 2 members shall be citizens and residents of the extraterritorial jurisdiction and shall be appointed by the Orange County Board of Commissioners as set forth in North Carolina General Statutes, Section 160D-202.

Within 60 days of the release of detailed population data from each decennial census, the Planning Director shall report to the Board of Commissioners the proportion of residents in city limits and in the extraterritorial area as can be determined using block group data. The Planning Director shall also recommend any adjustment in membership distribution needed to maintain the proportional representation and a schedule by which to implement any needed adjustments, not to exceed one calendar year from the date of data availability.

2.3.4 OATH OF OFFICE

Members of the Planning Board shall take an oath of office before the town clerk or a notary public prior to beginning their duties. Signed copies of the oath shall be filed by the town clerk.

2.3.5 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. Further policies and procedures about volunteer board appointments may be established by the Town Board in the Town Code.

2.3.6 STAFF

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

2.3.7 MEETINGS

~~2.3.6.1~~ 2.3.7.1 Meeting Minutes

The Board 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.

~~2.3.6.2~~ 2.3.7.2 Open to the Public

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

2.3.8 QUORUM AND NECESSARY VOTE

~~2.3.7.1~~ 2.3.8.1 A quorum for conduct of business of the Board shall be a majority of the appointed members.

~~2.3.7.2~~ 2.3.8.2 An affirmative vote of the majority of Board members present and constituting a quorum is required for all decisions of the Planning Board.

2.3.9 RULES OF PROCEDURE

The Board 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.



QuickFacts

Hillsborough town, North Carolina; Orange County, North Carolina

QuickFacts provides statistics for all states and counties. Also for cities and towns with a **population of 5,000 or more**.

Enter state, county, city, town, or zip code

-- Select a fact --



Table

Population	Hillsborough town, North Carolina	Orange County, North Carolina
Population estimates, July 1, 2023, (V2023)	9,757	150,626
PEOPLE		
Population		
Population estimates, July 1, 2024, (V2024)	NA	NA
Population estimates, July 1, 2023, (V2023)	9,757	150,626
Population estimates base, April 1, 2020, (V2024)	NA	NA
Population estimates base, April 1, 2020, (V2023)	9,651	148,717
Population, percent change - April 1, 2020 (estimates base) to July 1, 2024, (V2024)	NA	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	1.1%	1.3%
Population, Census, April 1, 2020	9,660	148,696
Population, Census, April 1, 2010	6,087	133,801

About datasets used in this table

Value Notes

⚠ Methodology differences may exist between data sources, and so estimates from different sources are not comparable.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ row in TABLE view to learn about sampling error.

The vintage year (e.g., V2024) refers to the final year of the series (2020 thru 2024). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2019-2023 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2023 5-year ACS Comparison Guidance](#) page.

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed; does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown
- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest open ended distribution.
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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QuickFacts

Hillsborough town, North Carolina; Orange County, North Carolina

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more*.

Enter state, county, city, town, or zip code

-- Select a fact --



Table

Families & Living Arrange...			Hillsborough town, North Carolina	Orange County, North Carolina
Population estimates, July 1, 2023, (V2023)			9,757	150,626
PEOPLE				
Families & Living Arrangements				
Households, 2019-2023			4,157	56,456
Persons per household, 2019-2023			2.22	2.40
Living in the same house 1 year ago, percent of persons age 1 year+ , 2019-2023			82.7%	81.5%
Language other than English spoken at home, percent of persons age 5 years+, 2019-2023			11.0%	16.5%

[About datasets used in this table](#)

Value Notes

Methodology differences may exist between data sources, and so estimates from different sources are not comparable.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon in TABLE view to learn about sampling error.

The vintage year (e.g., V2024) refers to the final year of the series (2020 thru 2024). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2019-2023 ACS 5-year estimates to other ACS estimates. For more information, please visit the [2023 5-year ACS Comparison Guidance](#) page.

Fact Notes

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
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- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest open ended distribution.
- N Data for this geographic area cannot be displayed because the number of sample cases is too small.

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Staff-initiated text amendment to Unified Development Ordinance
Section 2.3, *Administration - Planning Board*
March 20, 2025

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed a staff-initiated text amendment to UDO Section 2.3, *Administration - Planning Board*; and

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

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

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

1. The proposed amendment **IS CONSISTENT** with the Town of Hillsborough CSP (Comprehensive Sustainability Plan), specifically with the following goal, strategy, and action 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: Improve and streamline the development review approval and acceptance process.
 - Action: Clarify the roles and responsibilities of internal town department reviewers, appointed boards, and the town board in the development review process.

2. The proposed map amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by providing for proportional representation on the town's Planning Board.

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

Ayes: 7 (Frank Casadonte, Hooper Schultz, John Giglia, Jeanette Benjey, Sherra Lawrence, Robert Iglesias, and Tiffney Marley)

Noes: 0

Absent: 1 (Christian Schmidt)

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

Frank A Casadonte

Frank A Casadonte (Mar 25, 2025 13:56 EDT)

Frank Casadonte, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: 03/25/2025 _____

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

Consistency Statement per NC GS § 160D-605

Request to amend Section 2.3 – Planning Board of the Unified Development Ordinance
of the Town of Hillsborough (staff-initiated)

April 14, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from the Planning and Economic Development division to amend the Unified Development Ordinance as follows:

Amend subsection 2.3, Planning Board to remove one extraterritorial jurisdiction seat from the Planning Board based on population and consistent vacancy.

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

1. The proposed amendment is **consistent** with the following Land Use and Development chapter goal, strategy, and action:
 - Goal: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
 - Strategy: Improve and streamline the development review approval and acceptance process
 - Action: Clarify the roles and responsibilities of internal town department reviewers, appointed boards, and the town board in the development review process.
2. The proposed rezoning **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and **promotes** public health, safety, and welfare because it will make representation on the Planning Board proportional to the population under the town's zoning authority.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Unified Development Ordinance of Hillsborough, NC Section 2.3, Planning Board

WHEREAS, an application was initiated by Planning and Economic Development staff with the Town of Hillsborough to amend Unified Development Ordinance Section 2.3, Planning Board to remove one extra-territorial seat from the Planning Board based on population and consistent vacancy; and

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

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

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. The Unified Development Ordinance of the Town of Hillsborough is hereby amended as attached hereto.

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

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

2. ADMINISTRATION

2.3 PLANNING BOARD

2.3.2 MEMBERSHIP

The Hillsborough Planning Board shall consist of 9 members. Members shall serve without compensation, but they may be reimbursed for incidental expenses incurred in connection with official duties.

2.3.3 APPOINTMENT AND REPRESENTATION

Every member of the board shall be a resident of Orange County. Seven (7) members shall be citizens and residents of the Town of Hillsborough and shall be appointed by the Town Board; 2 members shall be citizens and residents of the extraterritorial jurisdiction and shall be appointed by the Orange County Board of Commissioners as set forth in North Carolina General Statutes, Section 160D-202.

Within 60 days of the release of detailed population data from each decennial census, the Planning Director shall report to the Board of Commissioners the proportion of residents in city limits and in the extraterritorial area as can be determined using block group data. The Planning Director shall also recommend any adjustment in membership distribution needed to maintain the proportional representation and a schedule by which to implement any needed adjustments, not to exceed one calendar year from the date of data availability.

2.3.4 OATH OF OFFICE

Members of the Planning Board shall take an oath of office before the town clerk or a notary public prior to beginning their duties. Signed copies of the oath shall be filed by the town clerk.

2.3.5 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. Further policies and procedures about volunteer board appointments may be established by the Town Board in the Town Code.

2.3.6 STAFF

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

2.3.7 MEETINGS

2.3.7.1 Meeting Minutes

The Board 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.

2.3.7.2 Open to the Public

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

2.3.8 QUORUM AND NECESSARY VOTE

2.3.8.1 A quorum for conduct of business of the Board shall be a majority of the appointed members.

2.3.8.2 An affirmative vote of the majority of Board members present and constituting a quorum is required for all decisions of the Planning Board.

2.3.9 RULES OF PROCEDURE

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



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Planning and Economic Development
Agenda Section: Consent
Public hearing: Yes
Date of public hearing: March 20, 2025

PRESENTER/INFORMATION CONTACT

Molly Boyle, Planner II

ITEM TO BE CONSIDERED

Subject: Text amendment to Unified Development Ordinance Section 3.7.8, Unified Development Ordinance and Map Amendments - Public Hearing (staff-initiated)

Attachments:

1. Draft text amendment (mark-up)
2. Draft text amendment (clean)
3. Planning Board consistency statement
4. Consistency statement
5. Ordinance

Summary:

This text amendment clarifies the posted notice requirements for legislative hearings for Unified Development Ordinance and map amendments. Subsection 3.7.8.4, Posted Notice, currently states, "The posted notice shall remain in place until after a final decision is rendered on the application." This suggests that the posted notice should stay on site until after the town board's vote. These posted notices advertise legislative hearings pursuant to [NC GS § 160D-602\(c\), Posted Notice](#). Leaving a posted notice on site for weeks after a hearing has closed may confuse the public.

The amendment also proposes changes in grammar and syntax throughout the section, as well as some minor additions to better conform to NC GS § 160D-602, Notice of hearing on proposed zoning map amendments. However, the only substantive change is the clarification regarding posted notices.

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: Improve and streamline the development review approval and acceptance process.

Action: Update the Unified Development Ordinance to ensure development review processes are clear, responsive, predictable, and equitable while ensuring flexibility within design. Include requirement to obtain capacity assurance and Water and Sewer Extension Contract prior to rezoning or annexation requests.

Financial impacts:

None.

Staff recommendation and comments:

Staff recommendation

Staff recommends approval of the text amendment as written.

Joint public hearing & Planning Board recommendation

The joint public hearing for this item was held on March 20, 2025. No members of the public offered comment on this item. The boards were supportive of the text amendment, and the Planning Board unanimously recommended approval of it after the hearing closed (7-0).

Action requested:

Approve the text amendment as written.

3. ADMINISTRATIVE PROCEDURES

3.7 UNIFIED DEVELOPMENT ORDINANCE AND MAP AMENDMENTS

3.7.8 ~~PUBLIC LEGISLATIVE~~ HEARING

~~Generally, The~~ the Town Board and the Planning Board ~~generally~~ shall hear applications for amendments to these documents ~~quarterly~~ at a ~~quarterly~~ joint legislative hearing. The Town Board may, in its discretion, schedule legislative hearings on applications at times other than the quarterly legislative hearing. The ~~Administrative Manual~~ Planning and Economic Development Division shall maintain a ~~includes the~~ schedule of ~~quarterly the~~ legislative hearing dates and filing deadlines.

3.7.8.1 Notice of Legislative Hearing

All notices required under this Ordinance shall comply with the North Carolina General Statutes. In addition, all notices shall, unless otherwise specified in this Ordinance, comply with the following.

~~3.7.8.2~~ 3.7.8.1.a Published Notice

Notice of each legislative hearing shall be ~~given by publishing said notice at least twice published~~ in a newspaper of general circulation in the Town, ~~stating and shall state~~ the time and place of ~~such the~~ hearing and the substance of the proposed amendment, ~~in accordance with the provisions of North Carolina General Statutes, Section 160D-601. This. The~~ notice shall appear in said newspaper once a week for ~~two (2)~~ successive weeks prior to the ~~public legislative~~ hearing, ~~the. The~~ first publication ~~not less than ten (10) days nor more than twenty-five (25) days shall be at least 10 but not more than 25 days prior to the hearing. When determining this 10-to-25-day period, the publication date shall not be included but the hearing date shall be included.~~

~~3.7.8.3~~ 3.7.8.1.b Mailed Notice

In the case of a proposed Zoning Map amendment, ~~in addition to the public notice requirement established in Section 3.7.7.2 above, the Planning Director also shall give notice~~ notice shall also be given by first class mail to the owner(s) of the subject property and to the owner(s) of ~~all parcels any part of which lies any parcel located either wholly or partially within five hundred (500) feet of the property boundaries of the~~ subject property. Mailed notice shall be deemed sufficient if mailed to the property owner (s) as shown on the current Orange County tax roll on the date of the notice. Notices must be deposited in the mail within the same 10-to-25-day period specified for the published notice. ~~The Planning Director~~ Planning and Economic Development staff shall certify to the Town Board that such notice was given.

~~3.7.8.4~~ 3.7.8.1.c Posted Notice

~~In the case of a proposed Zoning Map amendment, the Planning Director shall post notice on the subject property(ies) notice of the time, date, and location of the legislative hearing, and a summary of the requested amendment in a form established by the Planning Director, at least ten (10) days before the date fixed for legislative hearing. In computing such period, the day of posting shall not be counted, but the day of the hearing shall be counted. The~~

~~posted notice shall remain in place until after a final decision is rendered on the application. The posted notice shall be placed in a manner to provide visibility from the public right-of-way. The applicant shall ensure that the posted notice is maintained on the land until completion of the legislative hearing on the application. When a Zoning Map amendment is proposed, a hearing notice shall also be posted on the subject site or on an adjacent public street or highway right-of-way. The notice shall include the time, date, and location of the hearing and be posted within the same 10-to-25-day period specified for the published notice. When multiple parcels are included in a proposed Zoning Map amendment, posting on each individual parcel is not required, but sufficient notice(s) shall be posted to provide reasonable notice to the public.~~

3. ADMINISTRATIVE PROCEDURES

3.7 UNIFIED DEVELOPMENT ORDINANCE AND MAP AMENDMENTS

3.7.8 LEGISLATIVE HEARING

Generally, the Town Board and the Planning Board shall hear applications for amendments to these documents quarterly at a joint legislative hearing. The Town Board may, in its discretion, schedule legislative hearings on applications at times other than the quarterly legislative hearing. The Planning and Economic Development Division shall maintain a schedule of the legislative hearing dates and filing deadlines.

3.7.8.1 Notice of Legislative Hearing

All notices required under this Ordinance shall comply with the North Carolina General Statutes. In addition, all notices shall, unless otherwise specified in this Ordinance, comply with the following.

3.7.8.1.a Published Notice

Notice of each legislative hearing shall be published in a newspaper of general circulation in the Town and shall state the time and place of the hearing and the substance of the proposed amendment. The notice shall appear in said newspaper once a week for 2 successive weeks prior to the legislative hearing. The first publication shall be at least 10 but not more than 25 days prior to the hearing. When determining this 10-to-25-day period, the publication date shall not be included but the hearing date shall be included.

3.7.8.1.b Mailed Notice

In the case of a proposed Zoning Map amendment, notice shall also be given by first class mail to the owner(s) of the subject property and to the owner(s) of any parcel located either wholly or partially within 500 feet of the subject property. Mailed notice shall be deemed sufficient if mailed to the property owner(s) as shown on the current Orange County tax roll on the date of the notice. Notices must be deposited in the mail within the same 10-to-25-day period specified for the published notice. Planning and Economic Development staff shall certify to the Town Board that such notice was given.

3.7.8.1.c Posted Notice

When a Zoning Map amendment is proposed, a hearing notice shall also be posted on the subject site or on an adjacent public street or highway right-of-way. The notice shall include the time, date, and location of the hearing and be posted within the same 10-to-25-day period specified for the published notice. When multiple parcels are included in a proposed Zoning Map amendment, posting on each individual parcel is not required, but sufficient notice(s) shall be posted to provide reasonable notice to the public.



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Staff-initiated text amendment to Unified Development Ordinance
Section 3.7.8, *Administrative Procedures: UDO and Map
Amendments – Public Hearing*
March 20, 2025

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed a staff-initiated text amendment to UDO Section 3.7.8, *Administrative Procedures: Unified Development Ordinance and Map Amendments – Public Hearing*; and

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

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

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

1. The proposed amendment **IS CONSISTENT** with the Town of Hillsborough CSP (Comprehensive Sustainability Plan), specifically with the following goal, strategy, and action 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: Improve and streamline the development review approval and acceptance process.

- Action: Update the Unified Development Ordinance to ensure development review processes are clear, responsive, predictable, and equitable while ensuring flexibility within design. Include requirement to obtain capacity assurance and Water and Sewer Extension Contract prior to rezoning or annexation requests.

2. The proposed map amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by clarifying public hearing notice requirements.

WHEREFORE, upon a motion by **Tiffney Marley**, seconded by **John Giglia**, the foregoing was put to a vote of the Board, the results of which vote are as follows:

Ayes: 7 (Frank Casadonte, Hooper Schultz, John Giglia, Jeanette Benjey, Sherra Lawrence, Robert Iglesias, and Tiffney Marley)

Noes: 0

Absent: 1 (Christian Schmidt)

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

Frank A Casadonte

Frank A Casadonte (Mar 25, 2025 13:56 EDT)

Frank Casadonte, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: 03/25/2025

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

Consistency Statement per NC GS § 160D-605

Request to amend Section 3.7.8 – Public Hearing of the Unified Development Ordinance
of the Town of Hillsborough (staff-initiated)

April 14, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from the Planning and Economic Development division to amend the Unified Development Ordinance as follows:

Amend subsection 3.7.8, Unified Development Ordinance and Map Amendments – Public Hearing, to a) clarify requirements for posted notices for public hearings and b) make general edits for grammar, syntax, and conformity with NC GS § 160D-602.

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

1. The proposed amendment is **consistent** with the following Land Use and Development chapter goal, strategy, and action:
 - Goal: Ensure that future growth and development, including infill and redevelopment, are aligned with smart growth principles and consider infrastructure constraints such as water and wastewater system capacity.
 - Strategy: Improve and streamline the development review approval and acceptance process.
 - Action: Update the Unified Development Ordinance to ensure development review processes are clear, responsive, predictable, and equitable while ensuring flexibility within design. Include requirement to obtain capacity assurance and Water and Sewer Extension Contract prior to rezoning or annexation requests.
2. The proposed rezoning **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and **promotes** public health, safety, and welfare because it clarifies public hearing notice requirements and better conforms to State law on public hearing notice for zoning amendments.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Town of Hillsborough Unified Development Ordinance Section 3.7.8, Public Hearing

WHEREAS, an application was initiated by Planning and Economic Development staff with the Town of Hillsborough to amend Unified Development Ordinance Section 3.7.8, Unified Development Ordinance and Map Amendments – Public Hearing to clarify public hearing notice requirements, make grammar and syntax edits, and create better conformity with NC GS § 160D-602, Notice of hearing on proposed zoning map amendments; and

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

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

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

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

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

3. ADMINISTRATIVE PROCEDURES

3.7 UNIFIED DEVELOPMENT ORDINANCE AND MAP AMENDMENTS

3.7.8 LEGISLATIVE HEARING

Generally, the Town Board and the Planning Board shall hear applications for amendments to these documents quarterly at a joint legislative hearing. The Town Board may, in its discretion, schedule legislative hearings on applications at times other than the quarterly legislative hearing. The Planning and Economic Development Division shall maintain a schedule of the legislative hearing dates and filing deadlines.

3.7.8.1 Notice of Legislative Hearing

All notices required under this Ordinance shall comply with the North Carolina General Statutes. In addition, all notices shall, unless otherwise specified in this Ordinance, comply with the following.

3.7.8.1.a Published Notice

Notice of each legislative hearing shall be published in a newspaper of general circulation in the Town and shall state the time and place of the hearing and the substance of the proposed amendment. The notice shall appear in said newspaper once a week for 2 successive weeks prior to the legislative hearing. The first publication shall be at least 10 but not more than 25 days prior to the hearing. When determining this 10-to-25-day period, the publication date shall not be included but the hearing date shall be included.

3.7.8.1.b Mailed Notice

In the case of a proposed Zoning Map amendment, notice shall also be given by first class mail to the owner(s) of the subject property and to the owner(s) of any parcel located either wholly or partially within 500 feet of the subject property. Mailed notice shall be deemed sufficient if mailed to the property owner(s) as shown on the current Orange County tax roll on the date of the notice. Notices must be deposited in the mail within the same 10-to-25-day period specified for the published notice. Planning and Economic Development staff shall certify to the Town Board that such notice was given.

3.7.8.1.c Posted Notice

When a Zoning Map amendment is proposed, a hearing notice shall also be posted on the subject site or on an adjacent public street or highway right-of-way. The notice shall include the time, date, and location of the hearing and be posted within the same 10-to-25-day period specified for the published notice. When multiple parcels are included in a proposed Zoning Map amendment, posting on each individual parcel is not required, but sufficient notice(s) shall be posted to provide reasonable notice to the public.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Planning and Economic Development Division
Agenda Section: Consent
Public hearing: Yes
Date of public hearing: March 20, 2025

PRESENTER/INFORMATION CONTACT

Tom King, Senior Planner

ITEM TO BE CONSIDERED

Subject: Unified Development Ordinance text amendment to Sections 6.3.1 – 6.3.3 (staff initiated)

Attachments:

1. Draft text amendment (markup)
2. Draft text amendment (clean)
3. Planning Board statement
4. Consistency statement
5. Ordinance

Summary:

Unified Development Ordinance Paragraph 6.3.3, Table: Side and Rear Setbacks for Lots Abutting a Different Zoning District, recognizes that no building setback applies where certain non-residential zoning districts adjoin the same or similar non-residential district (e.g., General Commercial adjoining General Commercial, or High Intensity Commercial adjoining General Commercial, respectively).

This is not the case for the Economic Development District where required front, side and rear building setbacks are 25 feet; even where an Economic Development District zoned lot adjoins another Economic Development District zoned lot.

Staff's proposal is, for the purposes of Paragraph 6.3.3, to treat Economic Development District zoned properties in the same manner as other non-residential zoning districts in cases where the Economic Development District adjoins properties under the same zoning designation or a similar non-residential designation (as discussed above).

While working with these tables, staff took the opportunity to attempt some housecleaning. Other proposed changes:

Paragraph 6.3.1, Table: Dimensional Requirements-Residential

- a. Clarify minimum lot area requirements for MF, MFSU and MHP districts apply to development tract size, not individual lots or allowed number of dwelling units.
- b. Provide a row in the table expressing maximum density allowed for each district.
- c. Remove 200-foot minimum lot width requirement for the MF, MFSU and MHP districts.
- d. Clean up footnotes within the table and associated footnotes.

Paragraph 6.3.2, Table: Dimensional Requirements-Non-Residential

- a. Change the ESU district 50-foot front setback to 20 feet to align with other non-residential district front setbacks.
- b. Clean up footnotes within table and associated footnotes.

Comprehensive Sustainability Plan goals:

Town Government and Public Services Goal 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.
 - Implementation Action: Regularly review and update town policies as new information is garnered and achievements are met.

Financial impacts:

None

Staff recommendation and comments:

Joint public hearing:

The Joint Public Hearing for this item was held on March 20, 2025. No members of the public offered comment on this item. Staff pulled up the Zoning Map during the hearing at the Planning Board Vice Chair's request. The boards wanted to confirm that the proposed changes would not adversely impact residential lots or the Economic Development District itself. The boards were satisfied that residential lots would not be adversely impacted and that the changes would be beneficial for the Economic Development zoning district.

Planning Board recommendation:

After the hearing closed, the Planning Board unanimously recommended approval of the text amendment (7-0).

Staff recommendation:

Staff recommends approval of the text amendment as written.

Action requested:

Approve the text amendment as written.

6.3.1 TABLE: DIMENSIONAL REQUIREMENTS –RESIDENTIAL

	AR	R-40	R-20	R-15	R-10	MF & MFSU	MHP	ALN	PW ¹	PWCA ¹
Minimum Lot Area (sf)	40,000	40,000	20,000	15,000	10,000	1 acre <u>(required development tract area)</u>	5 acres 5,714-sf per dwelling <u>(required development tract area)</u>	1 acre	1 acre	2 acres
<u>Maximum Density (Dwelling Units per Acre)²</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>20/30³</u>	<u>7</u>		<u>1</u>	<u>1</u>
Minimum Lot Width	200	150	100	100	75	200 NA	200 NA	200	150	150
Minimum Side Yard Width	30	30	20	15	15	40 ⁴	40 ⁴	40	30	30
Minimum Rear Yard Width	30	30	20	20	20	40 ⁴	40 ⁴	40	30	30
Minimum Front Setback	40	40	30	25	25	35 ⁴	35 ⁴	35	30	30
Maximum Building Height	65	45	45	45	45	45	35	35	45	45
Maximum Impervious Surface (% of gross lot)	NA	NA	NA	NA	NA	NA	NA	NA	30%	6%

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

² ~~The maximum density for attached dwellings in the MF or MFSU district is 20 units per acre (subject to rounding as defined in Section 9.1.4).~~ Dwelling Unit Yield. Accessory dwelling units are not counted toward maximum dwelling unit per acre.

³ ~~An attached dwelling application that proposes all units to be affordable to households making 80% AMI or less at the time of construction may propose up to 30 units per acre as a maximum density (subject to rounding as defined in Section 9.1.4).~~ 30 units per acre allowed where all units in development are affordable to households making 80% AMI (Area Median Income) or less at time of construction.

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

6.3.2 TABLE: DIMENSIONAL REQUIREMENTS –NON-RESIDENTIAL

	ARU	OI	NB & NBSU	CC & CCSU	GC	HIC	LI	GI	LO	ESU	EDD	BP	SDSU
Minimum Lot Area (sf or acre)	3 acres	10,000	10,000	None	10,000	10,000	40,000	40,000	1 acre	2 acres	40,000	40,000	TBD
Attached dwelling minimum lot size (min sf per unit)	3,630 sf 12 DU/ac	NA	NA TBD (SUP)	NA TBD (SUP)	NA	NA	NA	NA TBD (SUP)	NA	TBD	NA	NA	TBD
Minimum Lot Width	100	75	75	0	75	75	100	200	75	100	75	75	TBD
Minimum Side Yard Width	20 ^{*1}	20 ^{*1}	15 ^{*1}	0	15 ^{*1}	15 ^{*1}	50 ^{*1}	50 ^{*1}	20	20	25	25	TBD
Minimum Rear Yard Width	20 ^{*1}	20 ^{*1}	20 ^{*1}	0	20 ^{*1}	20 ^{*1}	50 ^{*1}	50 ^{*1}	20	20	25	25	TBD
Minimum Front Setback	20	20	20	0	20 ⁺²	20 ⁺²	35	35	20	50 20	25	25	TBD
Maximum Building Height	65	40	35	40	40	65	65	65	60	60	45	60	60

^{*1} Refer to Table 6.3.3 for Side and Rear Setbacks for Zoning Lots Abutting a Different Zoning District.

^Δ For parcels abutting South Churton Street between Interstate-40 and the Eno River, parking must observe at 10' landscaped setback from a side or rear property line. Please refer to Section 6.10.3

⁺² 30-foot minimum and 100-foot maximum setback applies to For parcels abutting South Churton Street between Interstate-40 and the Eno River, the minimum front yard setback is 30 feet and the maximum front yard setback is 100 feet, measured from the Churton Street right of way boundary.

TBD – This standard will be determined during the SPECIAL Use Permit review process

6.3.3 TABLE: SIDE AND REAR SETBACKS FOR LOTS ABUTTING A DIFFERENT ZONING DISTRICT

Adjacent -> Proposed	R-40	R-20	R-15	R-10	MF	AR	ARU	OI	NB	CC	GC	HIC	GI	LI	EDD	NB-SU	CC-SU	PW	PWCA
ARU	50	50	50	50	50	50	0	20	20	0	0	0	20	20	20 <u>0</u>	20	0	50	50
OI	20	20	20	20	20	20	0	0	0	0	0	15	20	20	20 <u>15</u>	0	0	20	20
NB	15	15	15	15	15	15	0	0	0	0	0	15	15	15	15	0	0	15	15
GC	30	30	20	20	20	30	0	0	0	0	0	0	20	20	20 <u>0</u>	0	0	30	30
HIC	30	30	20	20	20	30	0	15	15	15	0	0	20	20	20 <u>0</u>	0	0	30	30
LI	50	50	50	50	50	50	0	50	50	50	50	30	0	0	20	0	0	50	50
GI	50	50	50	50	50	50	0	50	50	50	50	30	0	0	20	0	0	50	50
EDD	25	25	25	25	25	25	25 <u>0</u>	20 <u>15</u>	25 <u>15</u>	25 <u>15</u>	25 <u>0</u>	25 <u>0</u>	25 <u>20</u>	20	25 <u>0</u>	25 <u>0</u>	25 <u>0</u>	25	25

6.3.1 TABLE: DIMENSIONAL REQUIREMENTS –RESIDENTIAL

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

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

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

³ 30 units per acre allowed where all units in development are affordable to households making 80% AMI (Area Median Income) or less at time of construction.

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

6.3.2 TABLE: DIMENSIONAL REQUIREMENTS –NON-RESIDENTIAL

	ARU	OI	NB & NBSU	CC & CCSU	GC	HIC	LI	GI	LO	ESU	EDD	BP	SDSU
Minimum Lot Area (sf or acre)	3 acres	10,000	10,000	None	10,000	10,000	40,000	40,000	1 acre	2 acres	40,000	40,000	TBD
Attached dwelling minimum lot size (min sf per unit)	3,630 sf 12 DU/ac	NA	NA TBD (SUP)	NA TBD (SUP)	NA	NA	NA	NA TBD (SUP)	NA	TBD	NA	NA	TBD
Minimum Lot Width	100	75	75	0	75	75	100	200	75	100	75	75	TBD
Minimum Side Yard Width	20 ¹	20 ¹	15 ¹	0	15 ¹	15 ¹	50 ¹	50 ¹	20	20	25	25	TBD
Minimum Rear Yard Width	20 ¹	20 ¹	20 ¹	0	20 ¹	20 ¹	50 ¹	50 ¹	20	20	25	25	TBD
Minimum Front Setback	20	20	20	0	20 ²	20 ²	35	35	20	20	25	25	TBD
Maximum Building Height	65	40	35	40	40	65	65	65	60	60	45	60	60

¹ Refer to Table 6.3.3 for Side and Rear Setbacks for Zoning Lots Abutting a Different Zoning District.

² 30-foot minimum and 100-foot maximum setback applies to parcels abutting South Churton Street between Interstate-40 and the Eno River.

TBD – This standard will be determined during the SPECIAL Use Permit review process

6.3.3 TABLE: SIDE AND REAR SETBACKS FOR LOTS ABUTTING A DIFFERENT ZONING DISTRICT

Adjacent -> Proposed	R-40	R-20	R-15	R-10	MF	AR	ARU	OI	NB	CC	GC	HIC	GI	LI	EDD	NB-SU	CC-SU	PW	PWCA
ARU	50	50	50	50	50	50	0	20	20	0	0	0	20	20	0	20	0	50	50
OI	20	20	20	20	20	20	0	0	0	0	0	15	20	20	15	0	0	20	20
NB	15	15	15	15	15	15	0	0	0	0	0	15	15	15	15	0	0	15	15
GC	30	30	20	20	20	30	0	0	0	0	0	0	20	20	0	0	0	30	30
HIC	30	30	20	20	20	30	0	15	15	15	0	0	20	20	0	0	0	30	30
LI	50	50	50	50	50	50	0	50	50	50	50	30	0	0	20	0	0	50	50
GI	50	50	50	50	50	50	0	50	50	50	50	30	0	0	20	0	0	50	50
EDD	25	25	25	25	25	25	0	15	15	15	0	0	20	20	0	0	0	25	25



PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Staff-initiated text amendment to UDO Tables 6.3.1 - 6.3.3,
various tables on dimensional requirements
March 20, 2025

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed a staff-initiated text amendment to UDO Tables 6.3.1 – 6.3.3, which detail dimensional requirements for different zoning districts; and

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

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

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

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

- Town Government & Public Services Goal 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 map amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by making dimensional requirements for non-residential zoning districts more consistent.

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

Ayes: 7 (Frank Casadonte, Hooper Schultz, John Giglia, Jeanette Benjey, Sherra Lawrence, Robert Iglesias, and Tiffney Marley)

Noes: 0

Absent: 1 (Christian Schmidt)

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

Frank A Casadonte

Frank A Casadonte (Mar 25, 2025 13:56 EDT)

Frank Casadonte, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: 03/25/2025 _____

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

Consistency Statement per NC GS § 160D-605

Request to amend Tables 6.3.1 – 6.3.3, various dimensional tables in Section 6, Development Standards, in the Town of Hillsborough Unified Development Ordinance (staff-initiated)

April 14, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from the Planning and Economic Development division to amend the Unified Development Ordinance as follows:

Amend the following tables in Section 6, Development Standards, to treat Economic Development properties in the same manner as other non-residential zoning districts in cases where the Economic Development District adjoint properties under the same zoning designation or similar non-residential designation.

- Table 6.3.1: Dimensional Requirements – Residential
- Table 6.3.2: Dimensional Requirements – Non-Residential
- Table 6.3.3: Side and Rear Setbacks for Lots Abutting a Different Zoning District

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

1. The proposed amendment is **consistent** with the following Town Government and Public Services chapter goal, strategy, and action:
 - Goal: Adopt local laws, regulations & 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 rezoning **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and **promotes** public health, safety, and welfare because it will treat Economic Development properties in the same manner as other non-residential zoning districts in cases where the Economic Development District adjoint properties under the same zoning designation or similar non-residential designation.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Town of Hillsborough Unified Development Ordinance Dimensional Tables 6.3.1 – 6.3.3 in Section 6, Development Standards

WHEREAS, an application was initiated by Planning and Economic Development staff to amend Tables 6.3.1 – 6.3.3 in the Unified Development Ordinance to make dimensional requirements for the Economic Development District more consistent with other non-residential zoning districts; and

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

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

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. The Unified Development Ordinance of the Town of Hillsborough is hereby amended as attached hereto.

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

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

6.3.1 TABLE: DIMENSIONAL REQUIREMENTS –RESIDENTIAL

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

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

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

³ 30 units per acre allowed where all units in development are affordable to households making 80% AMI (Area Median Income) or less at time of construction.

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

6.3.2 TABLE: DIMENSIONAL REQUIREMENTS –NON-RESIDENTIAL

	ARU	OI	NB & NBSU	CC & CCSU	GC	HIC	LI	GI	LO	ESU	EDD	BP	SDSU
Minimum Lot Area (sf or acre)	3 acres	10,000	10,000	None	10,000	10,000	40,000	40,000	1 acre	2 acres	40,000	40,000	TBD
Attached dwelling minimum lot size (min sf per unit)	3,630 sf 12 DU/ac	NA	NA TBD (SUP)	NA TBD (SUP)	NA	NA	NA	NA TBD (SUP)	NA	TBD	NA	NA	TBD
Minimum Lot Width	100	75	75	0	75	75	100	200	75	100	75	75	TBD
Minimum Side Yard Width	20 ¹	20 ¹	15 ¹	0	15 ¹	15 ¹	50 ¹	50 ¹	20	20	25	25	TBD
Minimum Rear Yard Width	20 ¹	20 ¹	20 ¹	0	20 ¹	20 ¹	50 ¹	50 ¹	20	20	25	25	TBD
Minimum Front Setback	20	20	20	0	20 ²	20 ²	35	35	20	20	25	25	TBD
Maximum Building Height	65	40	35	40	40	65	65	65	60	60	45	60	60

¹ Refer to Table 6.3.3 for Side and Rear Setbacks for Zoning Lots Abutting a Different Zoning District.

² 30-foot minimum and 100-foot maximum setback applies to parcels abutting South Churton Street between Interstate-40 and the Eno River.

TBD – *This standard will be determined during the SPECIAL Use Permit review process*

6.3.3 TABLE: SIDE AND REAR SETBACKS FOR LOTS ABUTTING A DIFFERENT ZONING DISTRICT

Adjacent -> Proposed	R-40	R-20	R-15	R-10	MF	AR	ARU	OI	NB	CC	GC	HIC	GI	LI	EDD	NB-SU	CC-SU	PW	PWCA
ARU	50	50	50	50	50	50	0	20	20	0	0	0	20	20	0	20	0	50	50
OI	20	20	20	20	20	20	0	0	0	0	0	15	20	20	15	0	0	20	20
NB	15	15	15	15	15	15	0	0	0	0	0	15	15	15	15	0	0	15	15
GC	30	30	20	20	20	30	0	0	0	0	0	0	20	20	0	0	0	30	30
HIC	30	30	20	20	20	30	0	15	15	15	0	0	20	20	0	0	0	30	30
LI	50	50	50	50	50	50	0	50	50	50	50	30	0	0	20	0	0	50	50
GI	50	50	50	50	50	50	0	50	50	50	50	30	0	0	20	0	0	50	50
EDD	25	25	25	25	25	25	0	15	15	15	0	0	20	20	0	0	0	25	25



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	April 14, 2025
Department:	Utilities
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Utilities Director K. Marie Strandwitz, PE

ITEM TO BE CONSIDERED

Subject: Resolution to Accept Clean Water Revolving Loan Funding for Lawndale Sewer Basin Rehabilitation and Replacement Project

Attachments:

Resolution

Summary:

The North Carolina Department of Environmental Quality has formally offered the town a State Revolving Loan with up to \$500,000 in principal forgiveness for the total amount of \$1,116,730 (\$616,730 loan + \$500,000 principal forgiveness) plus applicable closing costs (estimated at \$22,235) for the rehabilitation or replacement of 8" sanitary sewers and certain sewer services including installation of clean outs at the right-of-way in the Lawndale sewer basin, known as the Lawndale Basin Sewer Rehabilitation and Replacement Project. The resolution is part of the formal acceptance of the grant and to identify the town manager as authorized to sign documents related thereto.

Financial impacts:

A savings of \$500,000 of town money along with a low interest (0.76%) loan for replacement of these aged assets in the Lawndale sewer basin area.

Staff recommendation and comments:

This project will address deteriorating conditions in aged sewers to prevent sanitary sewer overflows and eliminate some of the inflow and infiltration into the town's sewer system from one of its leakiest sewer basins. We are thankful for the funding opportunity that relieves customer contributions towards the project.

Action requested:

Approve resolution to accept funds and designate the town manager as a delegated signing authority on applicable related documents.



RESOLUTION

Accepting Clean Water Revolving Loan Funding – Lawndale Basin Sewer Rehabilitation and Replacement Project

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan with up to \$500,000 in principal forgiveness for the total amount of \$1,116,730 (\$616,730 loan + \$500,000 principal forgiveness) plus applicable closing costs (estimated at \$22,235) for the rehabilitation or replacement of 8" sanitary sewers and certain sewer services including installation of clean outs at the right-of-way in the Lawndale sewer basin, known as the Lawndale Basin Sewer Rehabilitation and Replacement Project; and

WHEREAS, the Town of Hillsborough intends to perform said project in accordance with the agreed scope of work, approved plans and specifications and program requirements;

NOW, THEREFORE, be it resolved that the Hillsborough Board of Commissioners:

- 1) Hereby accept the offer of \$1,116,730 project cost (\$616,730 loan + \$500,000 principal forgiveness) plus applicable closing costs (estimated at \$22,235) and does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions and Assurances contained in the Funding Offer and Acceptance award offer will be adhered to; and
- 2) States that the town has substantially complied, or will substantially comply, with all federal, state, and local laws, rules, regulations, and ordinances applicable to the project; and to federal and state grants and loans pertaining thereto; and
- 3) Authorizes and directs the town manager to furnish such information as the appropriate state agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

Approved this 14th day of April in the year 2025.

Mark Bell, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Financial Services
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Finance Director Dave McCole

ITEM TO BE CONSIDERED

Subject: Reimbursement Resolution – NC 86 North Facility Project

Attachments:

Resolution

Summary:

The project is for the renovation and general improvement of the NC 86 North fleet maintenance facility, as previously discussed with the town board.

The town intends to advance funds for initial project costs and then reimburse itself from financing proceeds. The expected type of financing for the project (which is subject to change) is installment financing under Section 160A-20 of the North Carolina General Statutes. The expected maximum amount of financing expected for the project (including allowances for reserves and financing costs) is currently estimated as approximately \$4,500,000.

Funds for the early project expenditures may come from the town's General Fund or any other appropriate town fund.

The town intends that the adoption of this resolution is a declaration of its official intent to reimburse itself from financing proceeds for project cost expenditures.

Financial impacts:

Will allow the town to recover any initial cost incurred from the project before the debt is issued.

Staff recommendation and comments:

Approve reimbursement resolution.

Action requested:

Approve reimbursement resolution.



RESOLUTION

Authorizing the Town to Reimburse Itself for Early Expenditures – NC 86 North Facility Project

WHEREAS, the town intends to undertake a project (as described below), use its own funds to pay initial project costs, and then reimburse itself from financing proceeds for these early expenditures; and

WHEREAS, the town manager and the finance officer have advised the town board to adopt this resolution to document the town's plans for reimbursement, so as to comply with federal tax rules relating to reimbursements from financing proceeds; and

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

- The project is for the renovation and general improvement of the NC 86 North Fleet Maintenance Facility, as previously discussed with the town board.
- The town intends to advance funds for initial project costs and then reimburse itself from financing proceeds. The expected type of financing for the project (which is subject to change) is installment financing under Section 160A-20 of the North Carolina General Statutes. The expected maximum amount of financing expected for the project (including allowances for reserves and financing costs) is currently estimated as approximately \$4,500,000.
- Funds for the early project expenditures may come from the town's General Fund or any other appropriate town fund.
- The town intends that the adoption of this resolution is a declaration of its official intent to reimburse itself from financing proceeds for project cost expenditures.

Approved this 14th day of April of the year 2025.

Mark Bell, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Public Space and Sustainability
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Stephanie Trueblood, Public Space and Sustainability Manager

ITEM TO BE CONSIDERED

Subject: Resolution for the adoption of a Complete Streets Policy

Attachments:

Resolution

Summary:

The town is committed to improving safety, accessibility and connectivity for all modes of travel and has prioritized actions to meet this goal in the Comprehensive Sustainability Plan. One of the recommendations in the Comprehensive Sustainability Plan is to adopt a Complete Streets policy that guides the design, construction, operation, and maintenance of streets that are safe for all road users.

The U.S. Department of Transportation defines Complete Streets as “streets designed and operated to enable safe use and support mobility for all users...[including] people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders.”

The North Carolina Department of Transportation has adopted a Complete Streets policy and provides substantial guidance to assist municipalities in identifying context-sensitive cross sections, developing prioritization plans, and providing technical expertise. The North Carolina Department of Transportation Roadway Design Manual is the authoritative reference for Complete Streets design and provides additional resources to the standard roadway drawings.

The town coordinates with the North Carolina Department of Transportation to evaluate projects for Complete Streets elements. Many of the local streets within Hillsborough have been upgraded through previous projects and plans exist to enhance pedestrian safety with crossing and sidewalk improvements in future projects.

A Complete Streets policy would be valuable to the town in prioritizing projects, incorporating mobility options, and addressing safety concerns.

Financial impacts:

None

Staff recommendation and comments:

The adoption of a Complete Streets policy is prioritized in both the Comprehensive Sustainability Plan and Strategic Plan

Action requested:

Adopt Resolution for a Complete Streets Policy



RESOLUTION

For the Adoption of a Complete Streets Policy

WHEREAS, the Town of Hillsborough is responsible for the planning, construction, and maintenance of the municipal street system which consists of those streets and highways accepted by the municipality which are not a part of the state highway system; and

WHEREAS, the Town of Hillsborough coordinates with the North Carolina Department of Transportation on the planning, construction, and maintenance of streets in its jurisdiction that are part of the state highway system; and

WHEREAS, the North Carolina Board of Transportation adopted a Complete Streets Policy in 2009 and amendments in 2019 for implementation by the North Carolina Department of Transportation; and

WHEREAS, the North Carolina Department of Transportation is defining a comprehensive approach to creating complete streets through their long-range planning, project development, and maintenance processes; and

WHEREAS, the Town of Hillsborough is a member of the Triangle West Transportation Planning Organization which is responsible for multimodal long-range transportation planning and programming in the region; and

WHEREAS, the Triangle West Transportation Planning Organization adopted a resolution in 2011 to support the North Carolina Department of Transportation's Efforts to Develop and Implement Complete Streets Planning and Design Guidelines; and

WHEREAS, the Town of Hillsborough adopted a Comprehensive Sustainability Plan that includes goals to develop and maintain a safe, efficient, and sustainable multimodal transportation system (including bicycle, pedestrian, and transit options) that offers alternatives to single-occupancy vehicle trips and promotes health and access to area jobs, destinations, and services; and

WHEREAS, the Town of Hillsborough adopted a Vision Zero Policy in 2023 to eliminate traffic fatalities and serious injuries by 2040; and

WHEREAS, Complete Streets are crucial components of transportation networks that provide mobility and safety for all users, including motorists, pedestrians, bicyclists, and transit users; and

WHEREAS, a Complete Streets policy helps alleviate traffic congestion, enhance economic opportunities, increase physical activity and health, and create a safer environment for all residents and visitors; and

WHEREAS, a Complete Streets policy benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities; and

WHEREAS, a Complete Streets policy applies to new, retrofit/reconstruction, maintenance, and ongoing projects,

NOW, THEREFORE, be it resolved by the Hillsborough Board of Commissioners, that the Town of Hillsborough:

- Affirms its support of Complete Streets in the planning, design, and construction of all roadway projects.
- Supports the development of the North Carolina Department of Transportation's emerging guidelines for planning and designing complete streets.
- Encourages the North Carolina Department of Transportation to continue their implementation efforts so that complete streets will provide for safe and comfortable travel by all users.
- Will coordinate with government departments and partner agencies on Complete Streets projects.
- Pledges to consider Complete Streets in planning, design, and construction of local transportation projects.

Approved this 14th day of April of the year 2025.

Mark Bell, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Public Space and Sustainability
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Stephanie Trueblood, Public Space and Sustainability Manager

ITEM TO BE CONSIDERED

Subject: Resolution establishing a policy to promote the use of native plants and the elimination of invasive plants on town-owned property

Attachments:

Resolution

Summary:

In the Comprehensive Sustainability Plan the town states its commitment to employing an integrated ecosystem approach and stewardship mentality to protect, conserve, and restore critical environmental areas and natural systems and maintaining the environment and natural systems for future generations in a sustainable manner. One of the recommendations in the Comprehensive Sustainability Plan is to develop and adopt a native plant policy for town-owned and maintained properties that improves and expands habitat for wildlife and pollinators.

Native plants are essential to biodiversity and environmental resilience. Plants that have adapted to local climate, soil, and other conditions over time have characteristics that contribute to the overall health of Hillsborough's natural systems such as stabilizing soils and providing food and habitat for wildlife. Native plants also help mitigate climate impacts such as flooding and habitat loss. The deep root systems of native plants are especially important near streams and rivers where they help filter stormwater runoff and reduce stormwater pollution. Native plants also protect biodiversity because many insects, birds, and other wildlife depend on specific native plants for food.

Significant efforts have been undertaken by the town to promote and restore native plants and remove invasive plant species. The town reduces mowing of town spaces to a minimum, organizes volunteer invasive plant species removal workdays, uses native plants in parks and public spaces, and conducts outreach to educate the community on the importance of native plants in the ecosystem. The Hillsborough Tree Board and staff from the Stormwater and Environmental Services division reviewed the policy and recommend its approval. Establishing a policy to promote the use of native plants and the elimination of invasive plants on town-owned property furthers the town's sustainability efforts.

Financial impacts:

None

Staff recommendation and comments:

The adoption of a native plants policy is prioritized in both the Comprehensive Sustainability Plan and Strategic Plan.

Action requested:

Adopt Resolution for a policy to promote the use of native plants and the elimination of invasive plants on town-owned property.



RESOLUTION

Establishing a Policy to Promote the Use of Native Plants and the Elimination of Invasive Plants on Town-Owned Property

WHEREAS, the Town of Hillsborough has the opportunity to preserve its historic natural heritage as well as promote sustainable landscapes by choosing native plants, i.e. plants native to the Southeastern United States; and

WHEREAS, native plants are an important part of history, identity, and ecology; and

WHEREAS, native plants are indigenous plants that have adapted to the region over many years and evolved to flourish in the unique geography, hydrology, and microclimates; and

WHEREAS, native plants maintain and restore biodiversity, protect local ecosystems, and support environmental health;

WHEREAS, North Carolina contains over 3,900 native plant species, making North Carolina one of the most diverse states for flora in the Southeast; and

WHEREAS, gardens and landscapes composed of native plants require little to no fertilizer, soil amendments, and pesticides; and less irrigation; and

WHEREAS, native plants and their derivatives provide food, medicines, and other beneficial products; and

WHEREAS, native plants support resident and migratory bird species, many of which face growing threats from habitat loss and climate change; and

WHEREAS, native plants provide high-quality food, shelter, and habitat for wildlife, including butterflies, bees, and other pollinators; and

WHEREAS, the Town of Hillsborough is a member of Bee City USA whose mission is to unite communities to protect pollinators by creating and enhancing habitats, reducing pesticide use, and promoting education and outreach to inspire pollinator conservation; and

WHEREAS, the Hillsborough Board of Commissioners do hereby resolve that, from the date of adoption of this resolution, it shall be the policy of the Town of Hillsborough that when new or replacement plant materials are installed by the town, or by its contractors or subcontractors, in outdoor landscaped areas at any town-owned or maintained site or facility including rights-of-way, the following standards shall apply:

- 1) To the maximum extent practicable, the seeds and plants used shall be those classified by the U.S. Department of Agriculture and other appropriate regional resources as native to a state or county in the Southeastern United States.
- 2) This resolution shall apply in all instances, except where it is determined that installation of a native plant species would not be practicable, including but not limited to:
 - a. Plant species required or prohibited by state or federal regulations.
 - b. Plantings deemed, and intended to be, edible, including fruit-bearing trees and plants, vegetables, nuts, and seeds.

- c. Non-native turf grass species used on athletic fields and lawns.
- d. Plant species uniquely suited for soil stabilization, stormwater control measures, or water remediation functions.
- e. Plant species used in gardens for demonstration or educational purposes.

In cases when the use of non-native plant species is determined to be appropriate, only drought-tolerant, non-invasive plant species of a suitable type may be used.

- 3) No plant species identified as invasive in North Carolina by the North Carolina Native Plant Society or the North Carolina Invasive Plant Council shall be planted in outdoor areas of any town-owned or maintained site or facility. The town recognizes the negative impacts of invasive plants and will continue its efforts to eradicate invasive plant species.
- 4) The town shall, through various means, educate the public about the importance of native plants and the negative impacts of invasive plants.

NOW, THEREFORE, be it resolved by the Hillsborough Board of Commissioners, that this "Policy to Promote the Use of Native Plants and the Elimination of Invasive Plants on Town-owned Property" is hereby established.

Approved this 14th day of April of the year 2025.

Mark Bell, Mayor
Town of Hillsborough

Attestation:

Sarah Kimrey, Town Clerk



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	April 14, 2025
Department:	Financial Services
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Finance Director Dave McCole

ITEM TO BE CONSIDERED

Subject: Contract for year-end audit services in connection with fiscal year ending June 30, 2025

Attachments:

Audit Contract

Summary:

The contract will be offered for approval to satisfy the town's legal requirement to complete its annual financial statements and undergo an independent audit. The contract agreement is to have S. Preston Douglas & Associates, LLP perform the audit of the town's financials.

Financial impacts:

The contract is in the amount of \$69,000. Funds have been budgeted in Fiscal Year 2025-26 to cover the contract.

Staff recommendation and comments:

The finance director recommends that the board authorize approval of the contract agreement with S. Preston Douglas & Associates, LLP.

Action requested:

Approve contract for audit services with S. Preston Douglas & Associates, LLP.



S. Preston Douglas & Associates, LLP

CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS
American Institute of CPAs
N. C. Association of CPAs

March 7, 2025

To the Honorable Mayor,
Board of Commissioners,
and Citizens of Hillsborough, North Carolina

Town of Hillsborough
101 E. Orange Street
Hillsborough, NC 27278

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Hillsborough as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Hillsborough's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Hillsborough's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Law Enforcement Officers' Special Separation Allowance
- 3) Other Postemployment Benefits – Schedule of Funding Progress and Employer Contributions
- 4) Local Government Employees' Retirement System's Schedules of the Proportionate Share of Net Pension Liability (Asset)
- 5) Schedule of Contributions - Local Government Employees' Retirement System
- 6) Schedule of Changes in Total OPEB Liability

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Hillsborough's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) The combining and individual fund statements
- 2) Budgetary schedules
- 3) Other schedules
- 4) Schedule of Expenditures of Federal and State Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognitions

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Hillsborough's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Hillsborough's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town of Hillsborough's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on October 1, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Town of Hillsborough in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account.

We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

The audit documentation for this engagement is the property of S. Preston Douglas & Associates, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of S. Preston Douglas & Associates, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Local Government Commission or its designee. The Local Government Commission or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately August 1, 2025 and to issue our reports no later than October 31, 2025. Lee Grissom, CISA, CFE, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$65,000 (or \$69,000 if a single audit is required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

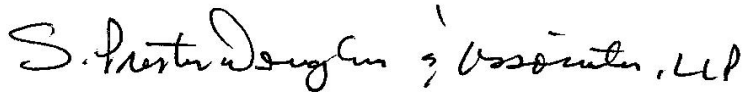
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the Board of Commissioners of the Town of Hillsborough. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Hillsborough and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully yours,



S. Preston Douglas & Associates, LLP
Ocean Isle Beach, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of Town of Hillsborough.

Finance Officer's signature: _____

Title: _____

Date: _____

Mayor's signature: _____

Title: _____

Date: _____

The	Governing Board MAYOR AND BOARD OF COMMISSIONERS
of	Primary Government Unit TOWN OF HILLSBOROUGH
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name S. PRESTON DOUGLAS & ASSOCIATES, LLP
	Auditor Address 6649 BEACH DRIVE SW, SUITE 1, OCEAN ISLE BEACH, NC 28469

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/2025	Date Audit Will Be Submitted to LGC 10/31/25
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

David McCole

Finance Officer

dave.mccole@hillsboroughnc.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	TOWN OF HILLSBOROUGH
Audit Fee (financial and compliance if applicable)	\$ 65,000
Fee per Major Program (if not included above)	\$ 4,000
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 69000

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
S. PRESTON DOUGLAS & ASSOCIATES, LLP	
Authorized Firm Representative (typed or printed)*	Signature*
Lee Grissom, CISA, CFE, CPA	
Date*	Email Address*
	lgrissom@spdouglas.com

GOVERNMENTAL UNIT

Governmental Unit*	
TOWN OF HILLSBOROUGH	
Date Governing Board Approved Audit Contract*	
(Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 69000
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
David McCole	
Date of Pre-Audit Certificate*	Email Address*
	dave.mccole@hillsboroughnc.gov



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	April 14, 2025
Department:	Community Services
Agenda Section:	Consent
Public hearing:	No
Date of public hearing:	NA

PRESENTER/INFORMATION CONTACT

Heather Fisher, Stormwater Program Coordinator

ITEM TO BE CONSIDERED

Subject: Approval of Membership Agreement for Clean Water Education Partnership Services

Attachments:

Membership Agreement for Clean Water Education Partnership Services

Summary:

The Clean Water Education Partnership provides stormwater outreach and education on behalf of local governments members. The Town of Hillsborough is a current member of the partnership. Every three years, CWEP requires members to sign an agreement in order to ensure that local government participation in the partnership will count towards Municipal Separate Storm Sewer System (MS4) Phase II permit requirements. The agreement describes the Clean Water Education Partnership's education and outreach services. The agreement has been reviewed by the town attorney and stormwater staff, and staff recommend that the Board of Commissioners approve the execution of the agreement. Following approval, the Clean Water Education Partnership will email a DocuSign version of the agreement to Mayor Bell.

Financial impacts:

None; Clean Water Education Partnership membership dues are included in the Stormwater and Environmental Services Division annual budget.

Staff recommendation and comments:

Staff recommends the approval and execution of this agreement.

Action requested:

Approve and execute the membership agreement to continue the town's membership and participation in the Clean Water Education Partnership.

**Membership Agreement for
Clean Water Education Partnership (CWEP) Services
Provided by the Central Pines Regional Council**

This Memorandum of Understanding (MOU) by and between the undersigned local government (Local Government) and the Central Pines Regional Council (CPRC) pertains to the services provided by CPRC under the Clean Water Education Partnership (CWEP) program.

WITNESSETH:

WHEREAS, CWEP and local government stormwater programs have the same basic mission of providing stormwater outreach and education; and

WHEREAS, CWEP is governed by a Steering Committee that is composed of representatives from each partner jurisdiction or agency where these organizations weigh in on outreach priorities at quarterly meetings and provide ongoing financial support for the program through member dues based on their population.

WHEREAS, CWEP is a program administered by CPRC where CPRC is responsible for organizing quarterly Steering Committee meetings annually; tracking and managing of staff and subcontractor(s), expenses, and budgets; maintaining any project fund balance in a restricted account to be used solely at the request of the CWEP Steering Committee for CWEP purposes; providing periodic financial updates to the partnership; and providing direct education and mass media to its wide variety of partner communities.

NOW, THEREFORE, CPRC, via CWEP, will prepare and make available to the Local Government the following direct education and mass media items:

1. CWEP will assist the Local Government with the following education/outreach tasks during the term of this MOU related to direct educational programming:
 - a. Provide physical and digital outreach materials for local governments and target audiences that describe target pollutants and their likely sources and impacts on water quality.
 - b. Maintain an internet website conveying the CWEP program's messages about stormwater pollution.
 - c. Make available for download via website outreach materials for target audiences, and distribute materials at in-person or digital community events.
 - d. Post on social media channels to promote CWEP's key messages.
 - e. Provide unlimited local use and access to original and compiled educational materials on CWEP program website, to include educational videos, printable and digital lessons, lesson plans, and other resources useful for educating a variety of ages and audiences in various settings.
 - f. Coordinate annually with stormwater staff and/or relevant educational contacts (as requested by the Local Government) to schedule and conduct stormwater education activities that correlate with NC Essential Science Standards or provide opportunities for citizen participation which may include stream cleanups, citizen science activities, or similar efforts. CWEP will coordinate with the CWEP local government representative prior to contacting any formal educators in the member jurisdiction.

- g. Provide mechanisms on CWEP program website for public input on stormwater issues.
- h. Provide statistically valid stormwater surveys to include public perceptions and behaviors, to all partner jurisdictions at least every **five years**.

2. CWEP will assist the Local Government with the following mass media programming:

- 1) Coordinate an annual outreach campaign in the form of Public Service Announcements (PSAs) administered by local service providers, which may include the following:
 - i. Videos about common target pollutants, their likely sources, their negative impact on water quality, and best practices for target audiences likely to have significant stormwater impacts. These videos will link to the program website.
 - ii. Static and animated banner ads about stormwater quality that link to the program website are optional annually depending upon the CWEP approved mass media campaign.
 - iii. Approximately 8 to 12 weeks (as market costs allow) of television, radio, social media, digital pre-roll and/or digital PSAs across popular stations with the aim of reaching a variety of target audiences. CWEP will make an effort to ensure that media reach adequately covers member jurisdictions. Additional stations/programs may be proposed by local media companies and approved collectively by members.
 - iv. Annual advertising in Spanish-language via print and/or digital.
- 2) Provide unlimited local use and access to outreach materials created for CWEP Partners to inform target audiences about target pollutants, their likely sources and impacts on water quality
- 3) Provide unlimited local use and access of digital media materials for Partner jurisdictions' use in public buildings, parks, DMV locations, outdoor movies, etc.
- 4) Promote regional education and engagement events such as the CWEP Regional Creek Week through CWEP website and social media platforms

Local Governments may use the tasks above to help comply with NPDES MS4 stormwater education requirements, Jordan Lake Rules and/or Neuse and Tar-Pamlico nutrient strategy stormwater education requirements. The Local Government's signature on this MOU signifies an understanding that any one of the items listed above may only partially fulfill its education requirements during an audit from NC DEQ. Accordingly, the Local Government acknowledges that it is ultimately responsible for meeting all federal and state laws, rules and regulations related thereto. The Local Government and CWEP share responsibility for determining how specific objectives can be cooperatively achieved, with the understanding that CWEP supplements local efforts to comply with regulatory requirements.

The Local Government is highly encouraged to send one or more representatives to CWEP's quarterly Steering Committee meetings to collaborate on strategies. CWEP will make every reasonable attempt, as permitted by available staffing and supplies, to independently and proactively address the objectives in the Local Government's community and will update the CWEP Local Government representative each quarter to offer opportunities for discussion and collaboration.

The Local Government agrees to pay CPRC for the services provided herein based on a fee schedule adopted by CPRC, voted on by the CWEP Steering Committee, and incorporated herein by reference. The fee schedule and individual Local Governments' cost shares may change annually if population estimates generated by the NC State Demographer's Office show population changes and/or the CWEP Steering Committee authorizes a change in cost shares.

The period of performance and the term of this MOU will begin on **July 1, 2025**, and will conclude on **June 30, 2026**. This agreement automatically renews for a total of **3 years** unless either party gives 90-day notice prior to end of the term. The Local Government reserves the unilateral right to terminate this MOU for cause or convenience (in the case of cause, immediately, and in the case of convenience, upon 90 calendar days' written notice), whereupon CWEP and CPRC will only be entitled to prorated compensation for services properly rendered up to the date of termination.

CWEP will provide an annual report by August 31 on the prior fiscal year's local and regional outreach and education, to include description and numbers for both mass media and direct education efforts. Interim numbers can be provided as needed.

IN WITNESS WHEREOF, both the Local Government and CPRC have caused this MOU to be executed by their chief executive officers, all as of the day and year first above written.

City/Town/County Name

Signatory Print Name

[INSERT SIGNATORY NAME & TITLE]

Date

CENTRAL PINES REGIONAL COUNCIL

Lee Worsley, Executive Director

Date

Exhibit A. CWEP FY26 Fee Schedule

CPRC Clean Water Education Partnership Program FY26 Fee Schedule

Example Only; will be updated annually as certified population estimates are updated and/or CWEP Steering Committee approves a change.

Partner	Base Cost \$2,000	Population for FY26* (July 2023 certified pop, NC State Demographics)	Cost Share (@ 0.044 per capita)	FY26 Cost Share (\$0.044 per cap + Base Cost)
Town of Apex ^{2,5}	\$2,000	71,992	\$3,168	\$5,168
Town of Benson ²	\$2,000	4,270	\$188	\$2,188
Beaufort County ⁴	\$2,000	30,947	\$1,362	\$3,362
Town of Butner ²	\$2,000	8,092	\$356	\$2,356
Town of Carrboro ^{2,5}	\$2,000	21,319	\$938	\$2,938
Town of Cary ^{1,2,5}	\$2,000	181,488	\$7,985	\$9,985
Town of Chapel Hill ^{2,5 *}	\$2,000	54,788	\$2,411	\$4,411
Chatham County ^{5,6}	\$2,000	63,407	\$2,790	\$4,790
Town of Clayton ²	\$2,000	30,151	\$1,327	\$3,327
Craven County ¹	\$2,000	43,298	\$1,905	\$3,905
City of Creedmoor ²	\$2,000	5,105	\$225	\$2,225
City of Durham ^{1,3,5}	\$2,000	297,556	\$13,092	\$15,092
Durham County ^{1,5}	\$2,000	34,931	\$1,537	\$3,537
City of Fayetteville ^{2,3 *}	\$2,000	193,975	\$8,535	\$10,535
Town of Fuquay-Varina ²	\$2,000	41,010	\$1,804	\$3,804
Town of Garner ^{1,2}	\$2,000	38,211	\$1,681	\$3,681
City of Goldsboro ^{1,2}	\$2,000	34,239	\$1,507	\$3,507
City of Havelock ¹	\$2,000	17,479	\$769	\$2,769
Town of Hillsborough ²	\$2,000	9,996	\$440	\$2,440
Town of Holly Springs ²	\$2,000	46,052	\$2,026	\$4,026
Town of Hope Mills ²	\$2,000	18,035	\$794	\$2,794
Johnston County ¹	\$2,000	171,483	\$7,545	\$9,545
City of Kinston ¹	\$2,000	19,242	\$847	\$2,847
Town of Knightdale ²	\$2,000	20,957	\$922	\$2,922
Town of Leland ²	\$2,000	30,264	\$1,332	\$3,332
Town of Morrisville ^{2,5}	\$2,000	32,431	\$1,427	\$3,427
Nash County ^{4,6}	\$2,000	42,371	\$1,864	\$3,864
Town of Nashville ^{2,4}	\$2,000	5,871	\$258	\$2,258
City of New Bern ^{1,2}	\$2,000	33,917	\$1,492	\$3,492
Orange County ^{1,5,6}	\$2,000	55,134	\$2,426	\$4,426
City of Oxford ⁴	\$2,000	8,986	\$395	\$2,395
Town of Pembroke	\$2,000	3,072	\$135	\$2,135
Town of Pittsboro ⁵	\$2,000	5,364	\$236	\$2,236
City of Raleigh ^{1,3 *}	\$2,000	479,921	\$21,117	\$23,117
City of Rocky Mount ^{2,4}	\$2,000	55,427	\$2,439	\$4,439
Town of Rolesville	\$2,000	11,268	\$496	\$2,496
City of Roxboro ²	\$2,000	8,127	\$358	\$2,358
Town of Siler City	\$2,000	7,909	\$348	\$2,348
Town of Smithfield ¹	\$2,000	12,135	\$534	\$2,534
Town of Spring Lake ²	\$2,000	11,619	\$511	\$2,511
Town of Tarboro ⁴	\$2,000	10,664	\$469	\$2,469
Town of Wake Forest ²	\$2,000	54,242	\$2,387	\$4,387
Wayne County ^{1,6}	\$2,000	75,578	\$3,325	\$5,325
Town of Wendell ²	\$2,000	13,550	\$596	\$2,596
Town of Zebulon ²	\$2,000	8,326	\$366	\$2,366

1. Subject to Neuse River Basin Nutrient Management Regulations.
2. Subject to NPDES Phase II Stormwater Regulations.
3. Subject to NPDES Phase I Stormwater Regulations.
4. Subject to Tar-Pamlico River Basin Nutrient Management Regulations.
5. Subject to Jordan Lake Nutrient Management Regulations.
6. MS4 Post-Construction "Tipped Counties"

*Populations have been adjusted for group quarters covered by another state stormwater permit



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Public Space and Sustainability
Agenda Section: Consent
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Stephanie Trueblood, Public Space and Sustainability Manager

ITEM TO BE CONSIDERED

Subject: Dedication of six bus shelters from Orange County to the Town of Hillsborough

Attachments:

1. Map of bus shelter locations
2. Permit package
3. Shelter specifications
4. Photos of shelters

Summary:

On Oct. 14, 2019, the Hillsborough Board of Commissioners received an update from Tom Altieri, comprehensive planning supervisor for Orange County, on plans to install four bus shelters in town. It was proposed at that time for the town would assume ownership and maintenance responsibility for the bus shelters once the construction was complete and shelters were dedicated to the town. On March 9, 2020, the Board of Commissioners approved encroachment agreements for the four bus shelters.

Between 2022 and 2024, Orange County Transportation Services, in collaboration with the Orange County Planning and Inspections Department and Orange County Asset Management Services, completed the construction of the four shelters as well as two additional shelters. Locations for the shelters were determined by ridership levels. The locations of the bus shelters are as follows:

- Faucette Mill Road at US 70 (NCDOT right-of-way)
- NC 86 Southbound at Hampton Point (NCDOT right-of-way)
- North Churton Street at Hillsborough Police Station (NCDOT right-of-way)
- Rainey Avenue at Dorothy N. Johnson Community Center (Town of Hillsborough property)
- River Park (Orange County property)
- Library (Orange County property)

These locations service multiple Orange County Public Transportation routes including the Hillsborough Circulator, Orange-Chapel Hill Connector as well as GoTriangle and Chapel-Hill Transit routes.

The Eclipse-Arch model transit shelters are manufactured in the USA by Brasco International. They are 5' x 10', black in color, and equipped with solar lighting and USB connector ports. This shelter is on the NCDOT approved list for shelters in its Right-of-Way, approved by the Public Space and Sustainability Manager and Historic District Commission. Encroachment agreements were issued for shelters in the right-of-way.

Orange County staff reports the cost for each of the six shelters at \$14,425 for labor and \$17,050 for a total value of \$31,475 per shelter. Therefore, the full value of all six shelters is \$188,850.

On March 18, 2025, the Orange County Board of Commissioners approved dedication of the six bus shelters to the Town of Hillsborough. The Hillsborough Board of Commissioners' approval of the dedication will finalize the transfer.

Financial impacts:

The costs for the ongoing maintenance and upkeep of the shelters are minimal and can be absorbed in the Public Space and Sustainability budget. There may be a slight increase in the town's insurance for coverage of the bus shelters.

Staff recommendation and comments:

None

Action requested:

Approve dedication from Orange County of six bus shelters to the Town of Hillsborough



TOWN OF HILLSBOROUGH

April 5, 2018

Orange County Planning Department
Attn: Nishith Trivedi
131 W. Margaret Lane
Hillsborough, NC 27278

Orange County Public Transportation
600 NC-86
Hillsborough, NC 27278

Town of Hillsborough Public Space Manager
P.O. Box 429
Hillsborough, NC 27278

Charles N. Edwards Jr., District Engineer
N. C. Department of Transportation
Division of Highways
Division 7, District 1
P. O. Box 766
Graham, NC 27253

Dear Applicants,


At the **April 4, 2018** meeting of the Historic District Commission your application for a Certificate of Appropriateness to construct a bus shelter with aluminum columns on the site of the existing bus stop and bench in the Churton Street right of way in front of 127 N. Churton Street (9874-06-3568) was ***approved as modified by a unanimous vote*** with the following conditions:

The bus shelter shall have a sloped shed roof with cantilevered side walls.

My records indicate that you have paid the fee for the COA. Enclosed please find your approved COA permit.

Please contact me to perform an inspection of the property upon completion of the work. As a reminder, you have 1 year from the date of approval to commence work on your project or you will need to re-apply for a new Certificate of Appropriateness. Thank you for your show of good citizenship by following the requirements of our local ordinances.

Sincerely,


Justin Snyder
Planner

Town of Hillsborough
Phone: (919) 296-9473
Email: justin.snyder@hillsboroughnc.gov

Historic District Commission Certificate of Appropriateness/Minor Works Application

9874 -06 -3568
PINH11H R/W1
Zoning District127 N CHURTON ST
Address of Project

COA Fee: \$1 per \$1,000 of construction costs, or a minimum of \$10, payable when the application is submitted

Minor Works COA fee: \$10 flat fee payable when the application is submitted

After-the-Fact Application Fee: \$100 fee in addition to the required COA fee or COA fees will be doubled (whichever is higher)

Additional permit fees: Additional fees may be required for a Zoning Compliance Permit and Orange County Building Permit.

ORANGE COUNTY PLANNING DEPARTMENT

Town of Hillsborough

Applicant Name

Property Owner (if different than applicant)

131 W MARGARET LANE

P.O Box 429

Applicant's Mailing Address

Property Owner's Mailing Address

HILLSBOROUGH, NC 27278

Hillsborough, NC 27278

City, State, Zip

City, State, Zip

(919) 245-2582

919-296-9471

Applicant's Phone Number

NTRIVEDIA@ORANGECOUNTY.NC.

margaret.hauth@hillsboroughnc.gov

Applicant's Email

Property Owner's Email

Description of Proposed Work: INSTALL MIDOT + GO TRIANGLE APPROVED BUS SHEETER ONTO THE EXISTING BUS STOP + BENCH IN PUBLIC RIGHT OF WAYEstimated Cost of Construction: \$ 25,000The Historic District Design Guidelines and Certificate of Appropriateness application process can be found on the Town of Hillsborough's website: <http://www.hillsboroughnc.gov>

Applicant and Owner Acknowledgement

I am aware that Historic District Design Guidelines and Unified Development Ordinance requirements are the criteria by which my proposal will be evaluated for compatibility. I understand that I, or my representative, must attend the HDC meeting where this application will be reviewed. I further understand that Town employees and/or Commissioners may need access to my property with reasonable notice to assess current conditions, and to assist them in making evidence-based decisions on my app

Michael J. ... 3/18/17
Applicant's Signature Date

Margaret A. Hauth 3/16/17
Property Owner's Signature Date

SUBMITTAL REQUIREMENTS: The following documents and plans are required to accompany your COA application in order for it to be deemed complete. The Historic District Commission will not accept incomplete applications. Attach as many loose sheets as necessary. Do not use staples, glossy paper or binders. Planning staff will determine when all submittal requirements have been met. All applications must include the following documents and plans (Provide a digital copy if plans are larger than 11"x17"):

- ☐ Narrative describing the proposed work
- ☐ Existing and Proposed Dimensioned Plans
 - Site Plan (if changing building footprint or new construction)
 - Scaled architectural plans (if changing building footprint or new construction)
 - Elevations (if appropriate)
 - Landscaping Plans (if appropriate)
 - Tree Survey (if appropriate)
 - Sign Specifications (if appropriate)
- ☐ List of existing and proposed exterior materials (Siding, trim and fascia, roof and foundation materials, windows, shutters, awnings, doors, porch and deck flooring, handrails, columns, patios, walkways, driveways, fences and walls, and signs, etc.)
- ☐ Photographs, material samples, examples of comparable properties in the district (if using them as basis for specific designs), plans, or drawings that will help to clarify the proposal, if applicable

COA fee (\$1 per \$1000 of Construction Costs, \$10 minimum) or
Minor Works fee (\$10 flat fee):

Amount: \$ 25.00

☐ After-the-fact application: (\$100 or double the COA/Minor Works fee*)
*whichever is greater

Amount: \$

Total due: \$ 25.00

Received by: Justin Snyder Date: 03/14/2018

This application meets Unified Development Ordinance requirements.

☐ N/A ☒ Yes

Zoning Officer: Justin Snyder 03/14/2018

This application meets public space division requirements.

☐ N/A ☒ Yes

Public Space Manager: Stephanie Trueblood 03/15/2018

Historic Architectural Inventory Information:

Original date of construction: c. 1995 (police station)

Description of property:

Located in the public right of way in front of the Hillsborough Police Station

Police Station - This two-story, brick office building is composed of three hip-roofed brick volumes set at right angles to one another and connected by a flat-roofed, vinyl-sided section. Each brick volume is three bays wide with fixed four-light windows on the east and south elevations as well as the second-floor level of the north elevation. Recessed brick panels, mimicking bricked-in window openings are located on the first-floor level of the north elevation. The metal-framed glass doors are located in an inset entrance at the southeast corner of the vinyl-sided connector. There are solid doors on the east and west elevations. Each brick volume has a small square cupola with a copper roof and a single window on each elevation. The building was under construction during the 1994 survey.

Applicable Design Guidelines: Public Right of Way

Other reviews needed?

☒ Hillsborough Zoning Compliance Permit ☒ Orange County Building Permit ☒ Other: 2-party encroachment agreement

Certificate of Appropriateness Decision:

Application for a Certificate of Appropriateness has been:

☒ Approved ☐ Denied

Conditions (if applicable):

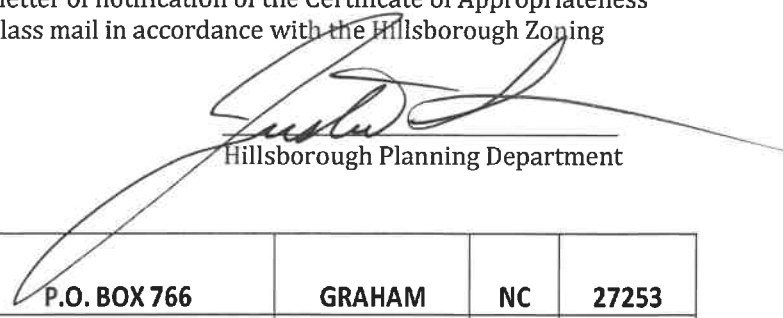
Bus shelter shall have a sloped shed roof with cantilevered side walls.


Zoning Officer's Signature

4/5/18
Date

I, Justin Snyder, hereby certify that all property owners within 100 feet of and the owners of PIN 9874-06-3568 (the affected property) have been sent a letter of notification of the Certificate of Appropriateness application before the Historic District Commission by first class mail in accordance with the Hillsborough Zoning Ordinance.

3-26-18
Date

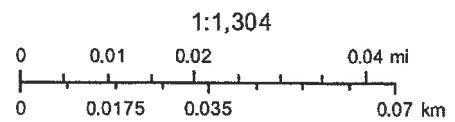

Hillsborough Planning Department

	NCDOT, ATTN: CHARLES EDWARDS, JR., DISTRICT ENGINEER	P.O. BOX 766	GRAHAM	NC	27253
	ORANGE COUNTY PLANNING ATTN: NISHITH TRIVEDI	131 W MARGARET LN	HILLSBOROUGH	NC	27278
9874061470	ALICE H SEELYE	PO BOX 1207	HILLSBOROUGH	NC	27278
9874061722	JOHN M AND GRACE JEAN ROBERTS	143 W TRYON ST	HILLSBOROUGH	NC	27278
9874062770	GLADYS S WINDHAM AND PAMELA WINDHAM JOHNSON	10101 DEEPWOOD CIRCLE	RICHMOND	VA	23238
9874063568	TOWN OF HILLSBOROUGH PUBLIC SPACE DIVISION	PO BOX 429	HILLSBOROUGH	NC	27278
9874064437	JOHN D LOFTIN	117 N CHURTON ST	HILLSBOROUGH	NC	27278
9874064444	STEFAN AND SHELIA ROGERS	404 CLAREMONT DR	CHAPEL HILL	NC	27516
9874064530	CHURTON STREET DEVELOPMENT, LLC	960 CORPORATE DR, SUITE 404	HILLSBOROUGH	NC	27278
9874066658	JAMES RAY HALL AND TERESA A SUMMERS	3606 BARN VIEW PLACE	DURHAM	NC	27705
9874066757	CLEMENTS FUNERAL SERVICE	PO BOX 148	HILLSBOROUGH	NC	27278
9874060360	118 WEST KING STREET, LLC	960 CORPORATE DR, SUITE 404	HILLSBOROUGH	NC	27278
9874061466	WESLEY D AND ALICE R WOODS	115W KING ST	HILLSBOROUGH	NC	27278
9874062364	WESLEY D AND ALICE R WOODS	115 W KING ST	HILLSBOROUGH	NC	27278
9874063482	113 NORTH CHURTON STREET LLC	504 MEADOWLANDS DR	HILLSBOROUGH	NC	27278
9874063841	DAVID S AND JOANNA M SWANSON	229 THOMAS RUFFIN ST	HILLSBOROUGH	NC	27278
9874064535	TOWN OF HILLSBOROUGH PUBLIC SPACE DIVISION	PO BOX 429	HILLSBOROUGH	NC	27278
9874064715	TOWN OF HILLSBOROUGH PUBLIC SPACE DIVISION	P O BOX 429	HILLSBOROUGH	NC	27278
9874066435	112 NORTH CHURTON STREET LLC	960 CORPORATE DR, SUITE 404	HILLSBOROUGH	NC	27278
9874066594	FPP 128, LLC	238 S NASH ST	HILLSBOROUGH	NC	27278

127 N Churton Vicinity Map



March 13, 2018



COA Narrative

Date: March 8, 2018 **Project #:** 00000
Project: Bus Shelter **Attention:** Hillsborough
Re: COA Application -- Description

We submit the following narrative is the scope of work for a Certificate of Appropriateness (COA) approval from the Town of Hillsborough Historic District Commission:

Description: This project is the installation of an NCDOT and Go Triangle approved bus shelter onto an existing bench. It is located in front of to the Hillsborough Police Station and is part of an existing Orange County Public Transportation and Go Triangle bus stop. The bus shelter will be in public Right-of-Way owned by NCDOT.

Dimensions: The dimensions of the shelter are as follows:

- Height: 7'
- Width: 5'
- Length: 10'
- Color: Black – RAL 8022



Figure 1: Example of NCDOT Approved Bus Shelter (Brasco EC-510)

Construction & Finishes: Columns and header are 6" perforated aluminum to be painted black. Roof will be arched twinwall with full side walls, which will be tempered clear glass with acrylic glazing.

1. No new signage or lighting is proposed for the shelter
2. Details provided in the attached plans are to demonstrate proposed shelters will be in compliance with Go Triangle regulations as well as NCDOT guidelines.
3. Orange County Public Transportation will be responsible for any signage. Existing bus stop sign is to remain as is.

Appropriateness: We feel that the appropriateness of this structure as it pertains to the historic District will be fulfilled because of the following points:

- The existing historic building will remain the same
- The height of the bus shelter is below the height of the existing building
- The bus shelter will be painted black similar to the existing bench
- The bus shelter is reversible structure that could be removed without effecting the sidewalk
- The bus shelter is detached from the existing building and bench

Because of these criteria we feel the addition will be contextually appropriate and will not distract from the character of the Town of Hillsborough Historic District.

ECLIPSE

Highly Vandal Resistant Design with Pocketed Columns to Conceal Fasteners

twinwall, sloped shed roof, black, 6" round columns, clear tempered glass (no signage design), cantilevered sidewalls

The Eclipse series transit shelter delivers an urban edge to any streetscape with its contemporary roof lines and bold round columns. It features 4.5" or 6" round pocketed columns and header to conceal hardware and provide unparalleled structural integrity. The Eclipse shelter is available with a sloped or arched roof with cantilevered, full, or no walls. Roof glazing can be transparent with polycarbonate or acrylic or opaque with powder coated aluminum. Consider adding solar lighting to this shelter, which is designed with a low profile flexible solar panel and header mounted battery box. It's available with or without a front windscreen and can be paired with an AC or DC illuminated advertising display. Various wall glazing options are available, including tempered glass, laminate glass or perforated aluminum, all of which can be tailored with custom branding elements. This shelter also offers vertical column LED strip lighting. Available only in a powder coat finish, of the standard or custom color of choice.

Eclipse (EC) Standard Configurations

EC	D	L	Roof Style	Roof Material	Column	Side Walls	Front Wall	Wall Material	Advertising Box	LED Light	Power
05	08	08	SL = Sloped	AC = Acrylic	4 = 4.5" Round	C = Cantilevered	OF = None	OW = None	0A = None	0L = None	0 = None
06	10	10	SL = Sloped	AL = Aluminum	6 = 6" Round	C = Cantilevered	CF = Center	LG = Laminated Glass	U2 = Unlit 2-Sided	1L = 1 LED	A = AC
	12	12		PC = Polycarbonate			LF = Left	TG = Tempered Glass	L2 = Lit 2-sided	2L = 2 LEDS	D = DC
	14	14					RF = Right	PA = Perf. Aluminum	UV = Unlit V-shaped	3L = 3 LEDS	
	16	16		TW = Twinwall					LV = Lit V-shaped	4L = 4 LEDS	

Ordering Matrix: EC- XX (D) XX (L) - XX (Roof Style) -XX (Roof Material) - X (Column) - X (Side Walls) - XX (Front Wall) - XX (Wall Material) - XX (Advertising Box) -XX (# of Lights) - X (Power)

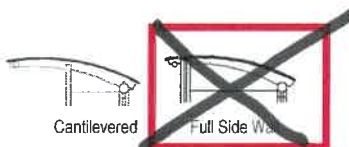
Example: EC-0512-AR-AL-4-C-OF-TG-0A-1L-A

Included

- 4" Adjustable Anchor Boots & Mounting Hardware
- Standard Powder Coat
- Fully Welded Roof Frame—Delivered Assembled
- Tamper Resistant Hardware

Optional Add-ons

- ☐ 4' x 6' Lit or Unlit Advertising Display
- ☐ Front Windscreen
- ☐ Solar Lighting with Flex Panel
- ☐ Escutcheon Covers
- ☐ USB Charging Ports
- ☐ Wall-mounted Leaning Rail
- ☐ Wall-mounted 20X30" Map Case
- ☐ Column-mounted Waste Receptacle
- ☐ Integrated Real-time Digital Display
- ☐ Wall Glazing Artwork
- ☐ Custom Powder Coat Color Match
- ☐ Woodgrain Powder Coat
- ☐ Anti-graffiti Powder Coat
- ☐ Hanging Aluminum Signage
- ☐ Vertical Column LED Accent Lighting



5x14' Eclipse with Sloped Acrylic Roof, Full Sides, Custom Wall Glazing, Aluminum Hanging Sign



5x12' Eclipse with Arched Aluminum Roof, Cantilevered Sides, Custom Wall Glazing



Eclipse Header and Side Wall Demonstrating Concealed Fasteners and Pocketed Columns



Brasco International, Inc. | (313) 393-0393 | info@brasco.com | www.brasco.com



ECLIPSE

Highly Vandal Resistant Design with Pocketed Columns to Conceal Fasteners

The Eclipse series transit shelter delivers an urban edge to any streetscape with its contemporary roof lines and bold round columns. It features 4.5" or 6" round pocketed columns and header to conceal hardware and provide unparalleled structural integrity. The Eclipse shelter is available with a sloped or arched roof with cantilevered, full, or no walls. Roof glazing can be transparent with polycarbonate or acrylic or opaque with powder coated aluminum. Consider adding solar lighting to this shelter, which is designed with a low profile flexible solar panel and header mounted battery box. It's available with or without a front windscreen and can be paired with an AC or DC illuminated advertising display. Various wall glazing options are available, including tempered glass, laminate glass or perforated aluminum, all of which can be tailored with custom branding elements. This shelter also offers vertical column LED strip lighting. Available only in a powder coat finish, of the standard or custom color of choice.

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	06	10	SL = Sloped	AL = Aluminum	6 = 6" Round	F = Full	CF = Center	LG = Laminate Glass	U2 = Unlit 2-Sided	1L = 1 LED	A = AC
		12		PC = Polycarbonate			LF = Left	TG = Tempered Glass	L2 = Lit 2-sided	2L = 2 LEDS	D = DC
		14					RF = Right	PA = Perf. Aluminum	UV = Unlit V-shaped	3L = 3 LEDS	
		16		TW = Twinwall					LV = Lit V-shaped	4L = 4 LEDS	

Ordering Matrix: EC- XX (D) XX (L) - XX (Roof Style) -XX (Roof Material) - X (Column) - X (Side Walls) - XX (Front Wall) - XX (Wall Material) - XX (Advertising Box) -XX (# of Lights) - X (Power)

Example: EC-0512-AR-AL-4-C-0F-0A-1L-A

Included

- 4" Adjustable Anchor Boots & Mounting Hardware
- Standard Powder Coat
- Fully Welded Roof Frame—Delivered Assembled
- Tamper Resistant Hardware

Optional Add-ons

- ☐ 4' x 6' Lit or Unlit Advertising Display
- ☐ Front Windscreen
- ☐ Solar Lighting with Flex Panel
- ☐ Escutcheon Covers
- ☐ USB Charging Ports
- ☐ Wall-mounted Leaning Rail
- ☐ Wall-mounted 20X30" Map Case
- ☐ Column-mounted Waste Receptacle
- ☐ Integrated Real-time Digital Display
- ☐ Wall Glazing Artwork
- ☐ Custom Powder Coat Color Match
- ☐ Woodgrain Powder Coat
- ☐ Anti-graffiti Powder Coat
- ☐ Hanging Aluminum Signage
- ☐ Vertical Column LED Accent Lighting



5x14' Eclipse with Sloped Acrylic Roof, Full Sides. Custom Wall Glazing, Aluminum Hanging Sign



5x12' Eclipse with Arched Aluminum Roof, Cantilevered Sides, Custom Wall Glazing



Eclipse Header and Side Wall Demonstrating Concealed Fasteners and Pocketed Columns



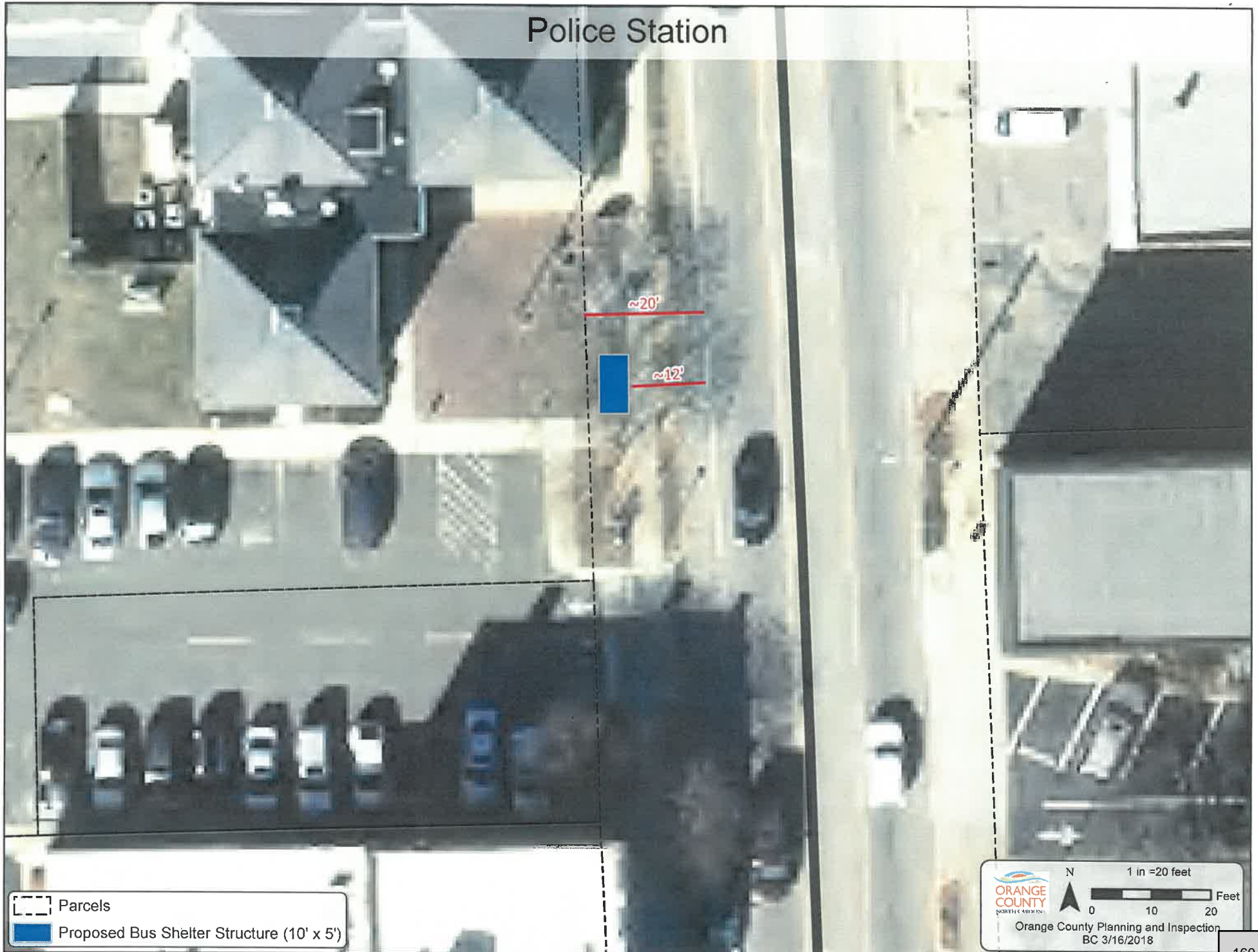
Brasco International, Inc. | (313) 393-0393 | info@brasco.com | www.brasco.com





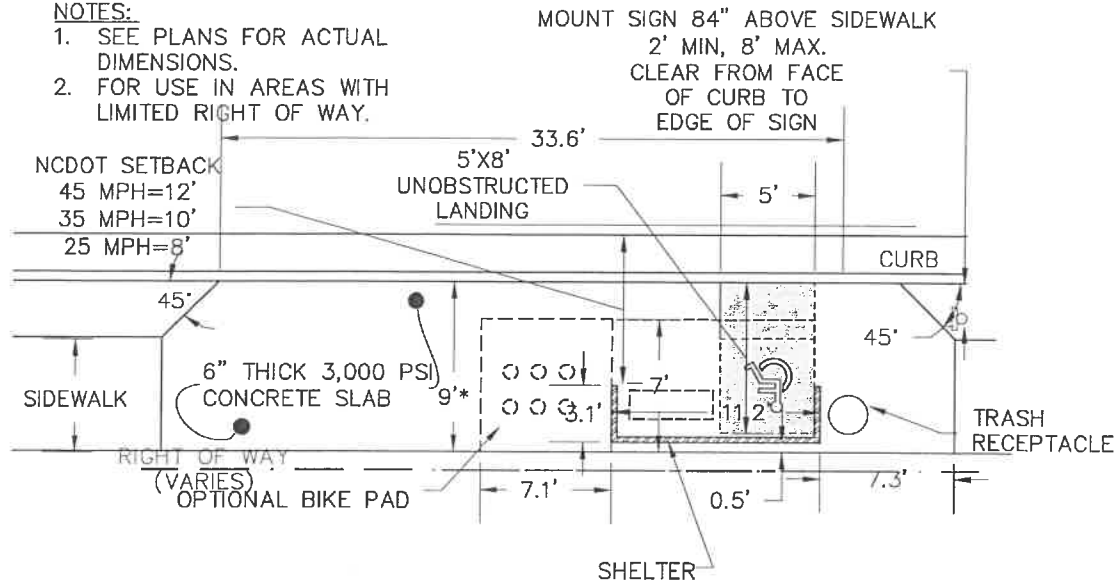
Proposed 10' x 5' Bus Shelter
Existing pavers and bench to remain

Police Station



NOTES:

1. SEE PLANS FOR ACTUAL DIMENSIONS.
2. FOR USE IN AREAS WITH LIMITED RIGHT OF WAY.

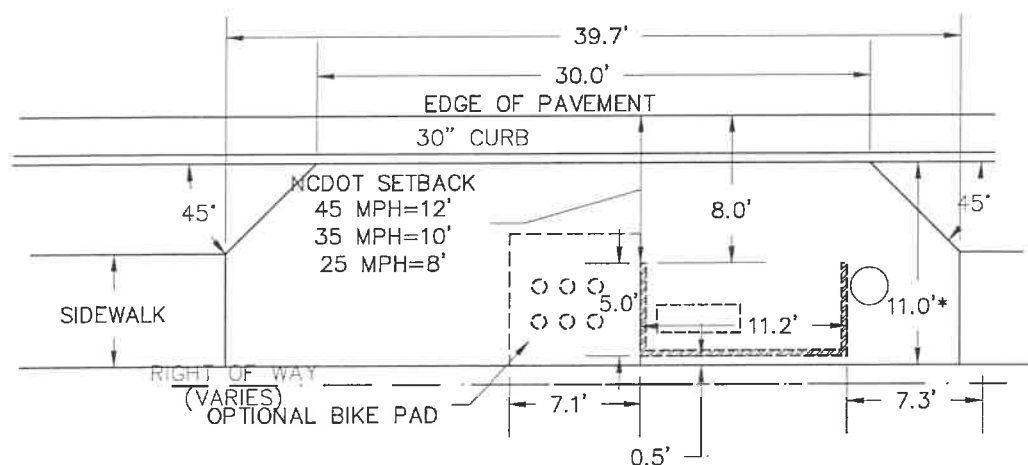


**TYPICAL SHELTER LAYOUT IN EXISTING
RIGHT OF WAY
NOT TO SCALE**



Date 4/5/17	DRAWN BY: EWS
Scale As Noted	CHECKED BY:
Capital Development Office: 4600 Emperor Blvd Suite 100 Durham, NC 27713	PO Box 13787 RTP, NC 27709 gotriangle.org (919) 485-7510 Fax: (919) 485-7541

**PRELIMINARY - DRAFT
TYPICAL BUS SHELTER PAD
LAYOUT (1 OF 3)
PROVISIONAL DETAIL**



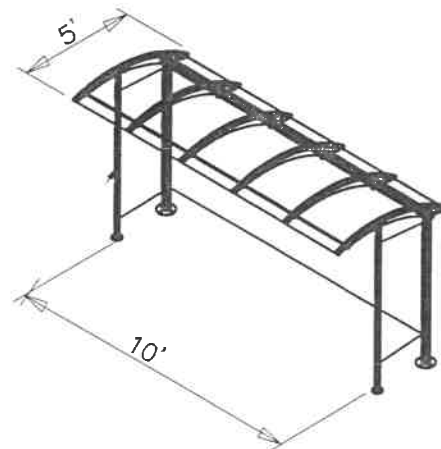
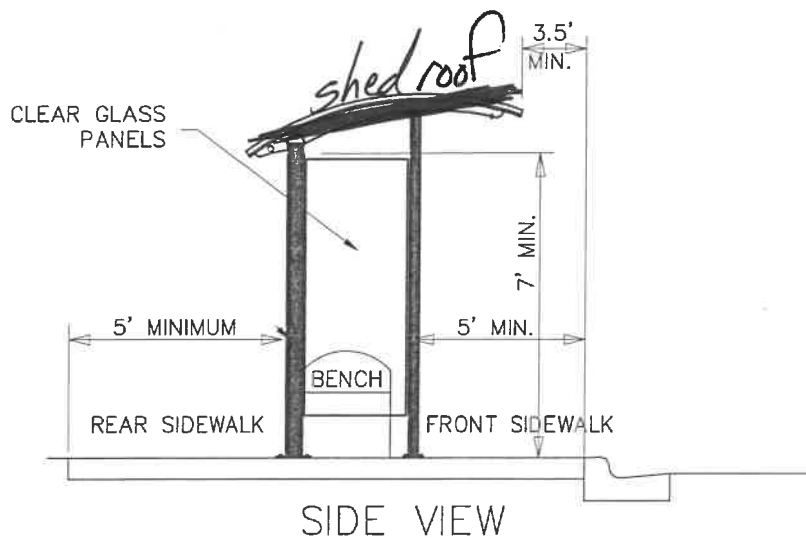
TYPICAL LAYOUT NCDOT 25 MPH
NOT TO SCALE



Date 4/11/17	DRAWN BY: EWS
Scale As Noted	CHECKED BY:
Capital Development Office: 4600 Emperor Blvd Suite 100 Durham, NC 27713	PO Box 13787 RTP, NC 27709 gotriangle.org (919) 485-7510 Fax: (919) 485-7541

PRELIMINARY - DRAFT
TYPICAL BUS SHELTER PAD
LAYOUT
WITHIN NCDOT RIGHT OF WAYS (2 OF 3)
PROVISIONAL DETAIL

Bus Shelters will be
Black RAL - 8022



TYPICAL 5' X 10' SHELTER
NOT TO SCALE

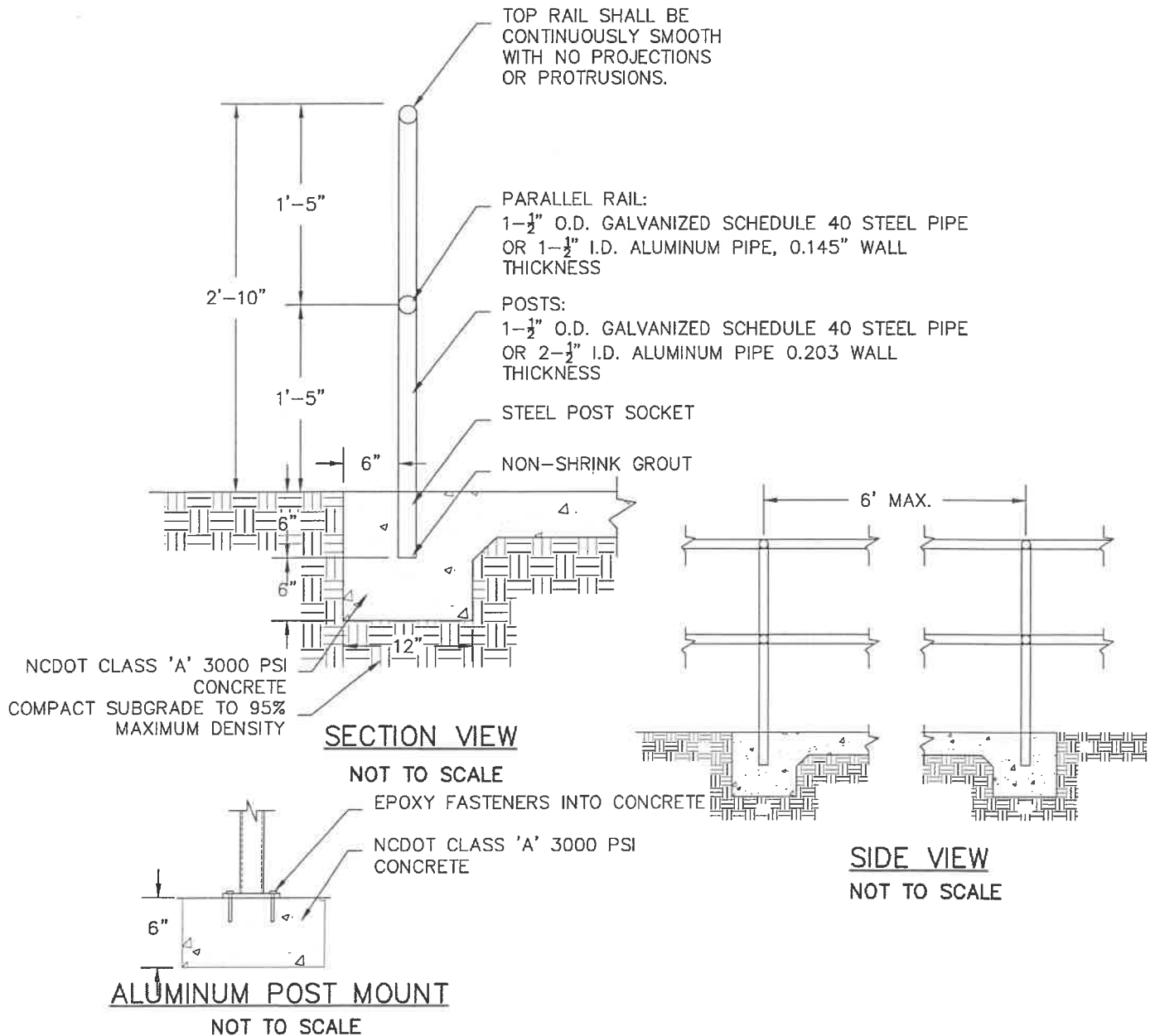
SHELTERS WITHIN NCDOT RIGHT OF WAY ARE REQUIRED
TO BE ON THE NCDOT APPROVED MANUFACTURERS LIST
[HTTPS://APPS.DOT.STATE.NC.US/VENDOR/APPROVEDPRODUCTS/](https://apps.dot.state.nc.us/vendor/approvedproducts/)



Date: 4/11/17	DRAWN BY: EWS
Scale: As Noted	CHECKED BY:
Capital Development Office: 4600 Emperor Blvd Suite 100 Durham, NC 27713	PO Box 13787 RTP, NC 27709 gotriangle.org (919) 485-7510 Fax: (919) 485-7541

PRELIMINARY - DRAFT
TYPICAL BUS SHELTER
ISOMETRIC
AND GENERAL NOTES (3 OF 3)
PROVISIONAL DETAIL

Bus Shelters will be
Black RAL - 8022



NOTES:

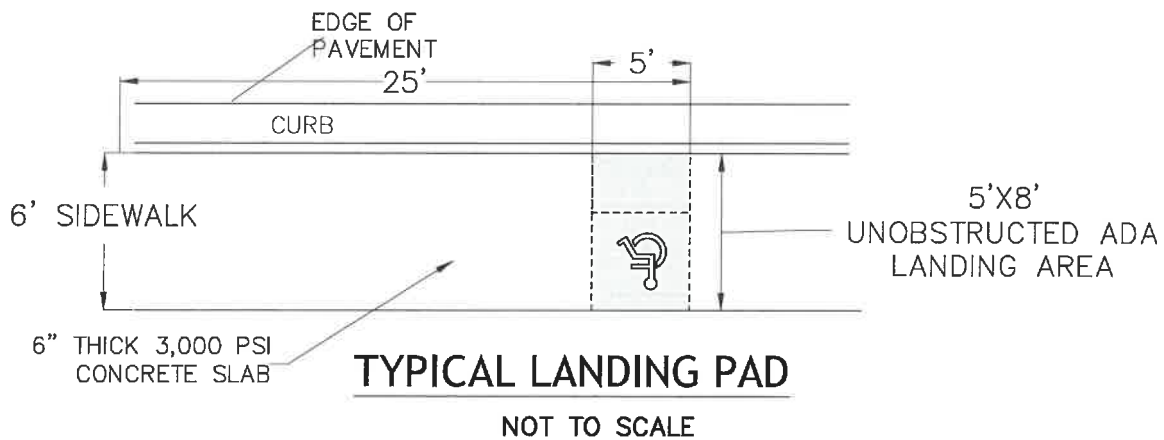
1. HANDRAIL REQUIRED AT AMENITIES AND BUS STOPS FOR ANY OF THE FOLLOWING CONDITIONS:
 - 1.1. SLOPES ADJACENT TO STOP ARE STEEPER THAN 4H:1V.
 - 1.2. NEARBY DROP OFFS OF 18" AND HIGHER.
 - 1.3. AS DETERMINED BY THE TRANSIT SAFETY AND SECURITY REVIEW.
2. CONTRACTOR SHALL FURNISH SHOP DRAWINGS.
3. WHEN IN AN NCDOT RIGHT OF WAY, THE DEVELOPER IS RESPONSIBLE FOR OBTAINING ANY ADDITIONAL APPROVALS BY NCDOT.



Date 4/11/17	DRAWN BY: EWS
Scale As Noted	CHECKED BY:
Capital Development Office: 4600 Emperor Blvd Suite 100 Durham, NC 27713	PO Box 13787 RTP, NC 27709 gotriangle.org (919) 485-7510 Fax: (919) 485-7541

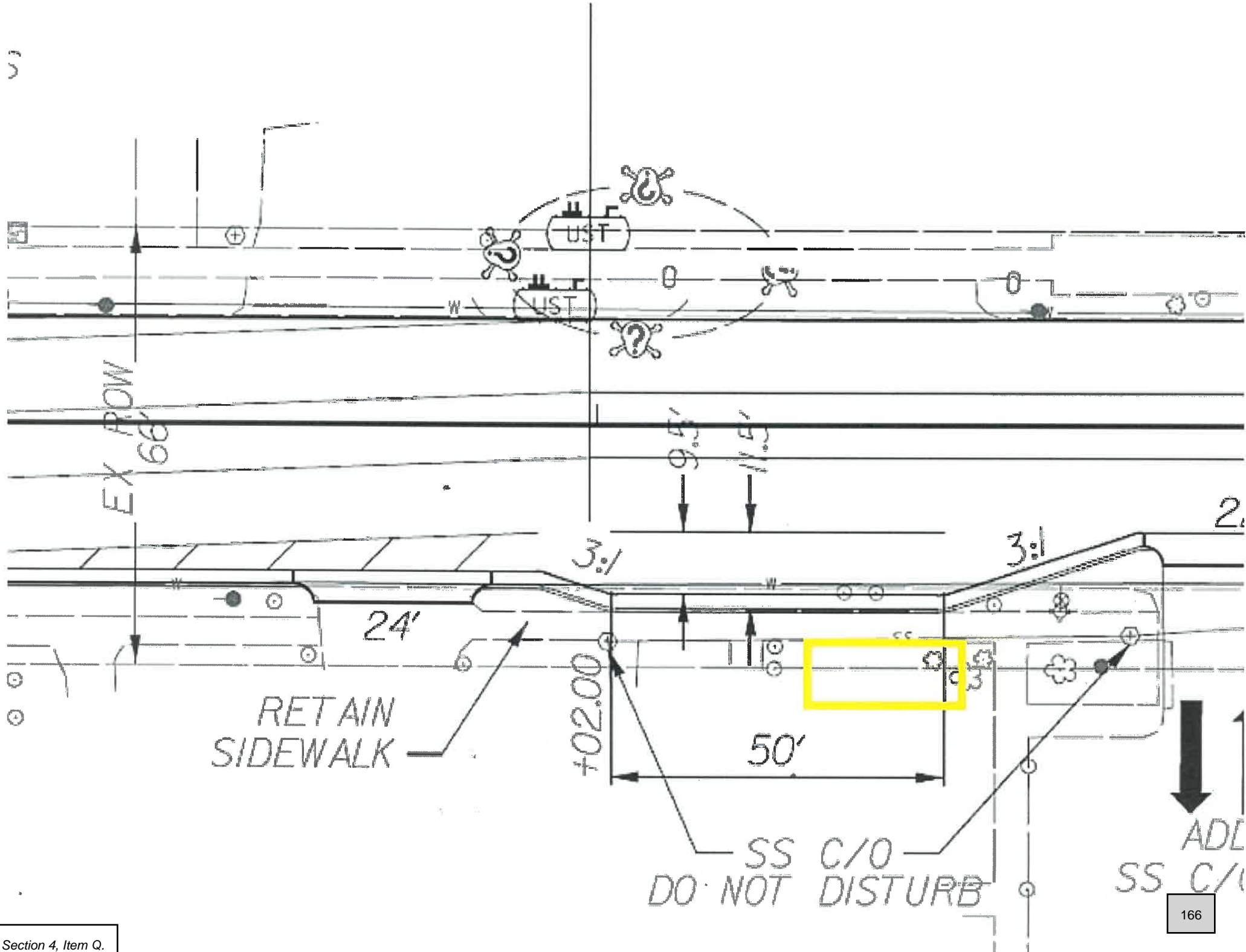
PRELIMINARY - DRAFT
HANDRAIL

PROVISIONAL DETAIL



Date 8/12/15	DRAWN BY: EWS
Scale As Noted	CHECKED BY:
Capital Development Office: 4600 Emperor Blvd Suite 100 Durham, NC 27713	PO Box 13787 RTP, NC 27709 gotriangle.org (919) 485-7510 Fax: (919) 485-7541

PRELIMINARY - DRAFT
TYPICAL LANDING PAD
LAYOUT
PROVISIONAL DETAIL





March 26, 2018

Dear Property Owner,

The Rules of Procedure of the Town of Hillsborough Historic District Commission require that all property owners within 100 feet of any proposed exterior alteration, addition, major landscaping, or signs be notified before a Certificate of Appropriateness is granted.

The Historic District Commission is concerned primarily with preserving the historic character and appearance of the Historic District and reviews only the appropriateness of the proposed project. ***The Commission does not mediate any type of dispute. Issues such as Unified Development Ordinance or Town Code requirements are not considered during deliberations.*** Questions or concerns about ordinance compliance should be asked of the Planning Department before the Commission meets.

Applicant: Orange County

Property Owner: Town of Hillsborough

Property: North Churton Street Right of Way in front of 127 N. Churton St. (PIN: 9874-06-3568)

Proposal: Application for a Certificate of Appropriateness to construct a bus shelter with aluminum columns on the site of the existing bus stop and bench in the Churton Street right of way in front of 127 N. Churton Street.

This proposal will be discussed at the HDC meeting to be held on ***Wednesday, April 4, 2018 at 7:00 pm in the Town Barn.*** If you wish to have more information about this application, have any comments on the proposal, or if you would like to see the plans, please contact staff.

You may attend this meeting as well as a member of the general public, and if you have factual evidence to present in favor of or in opposition to this proposal, you may request permission from the Chairman to speak at the meeting.

Sincerely,

A handwritten signature in dark ink, appearing to read "Justin Snyder", with a long, sweeping horizontal line extending to the right.

Justin Snyder

Planner

Town of Hillsborough

919-296-9473

justin.snyder@hillsboroughnc.gov

ECLIPSE

Highly Vandal Resistant Design with Pocketed Columns to Conceal Fasteners

The Eclipse series transit shelter delivers an urban edge to any streetscape with its contemporary roof lines and bold round columns. It features 4.5" or 6" round pocketed columns and header to conceal hardware and provide unparalleled structural integrity. The Eclipse shelter is available with a sloped or arched roof with cantilevered, full, or no walls. Roof glazing can be transparent with polycarbonate or acrylic or opaque with powder coated aluminum. Consider adding solar lighting to this shelter, which is designed with a low profile flexible solar panel and header mounted battery box. It's available with or without a front windscreen and can be paired with an AC or DC illuminated advertising display. Various wall glazing options are available, including tempered glass, laminate glass or perforated aluminum, all of which can be tailored with custom branding elements. This shelter also offers vertical column LED strip lighting. Available only in a powder coat finish, of the standard or custom color of choice.

Eclipse (EC) Standard Configurations

EC	D	L	Roof Style	Roof Material	Column	Side Walls	Front Wall	Wall Material	Advertising Box	LED Light	Power
	05	08	AR = Arched	AC = Acrylic	4 = 4.5" Round	C = Cantilevered	0F = None	0W = None	0A = None	0L = None	0 = None
	06	10	SL = Sloped	AL = Aluminum	6 = 6" Round	F = Full	CF = Center	LG = Laminate Glass	U2 = Unlit 2-Sided	1L = 1 LED	A = AC
		12		PC = Polycarbonate			LF = Left	TG = Tempered Glass	L2 = Lit 2-sided	2L = 2 LEDS	D = DC
		14		TW = Twinwall			RF = Right	PA = Perf. Aluminum	UV = Unlit V-shaped	3L = 3 LEDS	
		16							LV = Lit V-shaped	4L = 4 LEDS	

Ordering Matrix: EC- XX (D) XX (L) - XX (Roof Style) -XX (Roof Material) - X (Column) - X (Side Walls) - XX (Front Wall) - XX (Wall Material) - XX (Advertising Box) -XX (# of Lights) - X (Power)

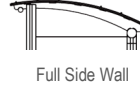
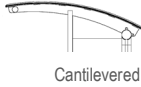
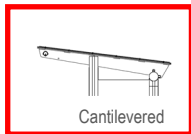
Example: EC-0512-AR-AL-4-C-0F-TG-0A-1L-A

Included

- 4" Adjustable Anchor Boots & Mounting Hardware
- Standard Powder Coat
- Fully Welded Roof Frame—Delivered Assembled
- Tamper Resistant Hardware

Optional Add-ons

- ☐ 4' x 6' Lit or Unlit Advertising Display
- ☐ Wall-mounted Leaning Rail
- ☐ Custom Powder Coat Color Match
- ☐ Front Windscreen
- ☐ Wall-mounted 20X30" Map Case
- ☐ Woodgrain Powder Coat
- ☐ Solar Lighting with Flex Panel
- ☐ Column-mounted Waste Receptacle
- ☐ Anti-graffiti Powder Coat
- ☐ Escutcheon Covers
- ☐ Integrated Real-time Digital Display
- ☐ Hanging Aluminum Signage
- ☐ USB Charging Ports
- ☐ Wall Glazing Artwork
- ☐ Vertical Column LED Accent Lighting



5x14' Eclipse with Sloped Acrylic Roof, Full Sides, Custom Wall Glazing, Aluminum Hanging Sign



5x12' Eclipse with Arched Aluminum Roof, Cantilevered Sides, Custom Wall Glazing



Eclipse Header and Side Wall Demonstrating Concealed Fasteners and Pocketed Columns



Brasco International, Inc. | (313) 393-0393 | info@brasco.com | www.brasco.com





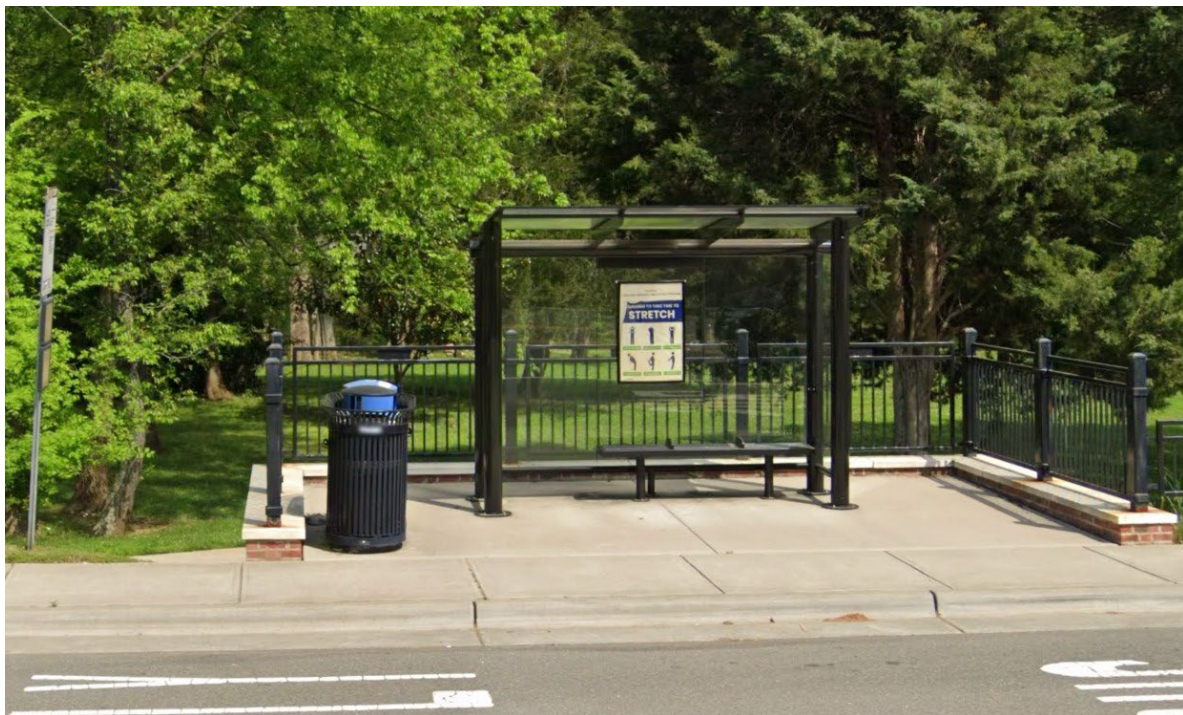
Faucette Mill Rd.



Hampton Pointe



Hillsborough Police Department



River Park



Community Center



Library



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Utilities
Agenda Section: Consent/Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Engineering Services Manager Bryant Green, PE

ITEM TO BE CONSIDERED

Subject: Approval of Water and Sewer Extension Contract for Bluffberry Way Extension and Pod D Apartments

Attachments:

Draft Water and Sewer Extension Contract

Summary:

Collins Ridge Phase Pod D is the proposed multifamily component in the Collins Ridge Development. The apartments in Pod D will include 144 one-bedroom, 147 two-bedroom, and 35 three-bedroom units as well as a clubhouse and pet washing station. This contract also includes the waterline extensions to the subject property necessary to serve the apartment complex with two feeds.

Collins Ridge is a large multi-phased subdivision that has an approved Special Use Permit and plan. An existing Water and Sewer Extension Contract does exist for other phases of the project, however a new contract is needed for this new phase.

Financial impacts:

Upon acceptance, the town will assume ownership of approximately 164' of 8" water main with hydrants and appurtenances, 212' of public gravity sewer main, two new manholes, and two new 6" meters. The maintenance of these assets can be incorporated into the town's current operations. The capacity requested is 42,000 gallons per day. Asset statistics and capacity will be finalized when the permit application is approved.

Staff recommendation and comments:

Staff supports this project that will discharge to our Elizabeth Brady sewer basin.

Action requested:

Approve execution of the contract by the town manager when finalized.

**ORANGE COUNTY
NORTH CAROLINA**

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

THIS WATER/SEWER EXTENSION CONTRACT (WSEC) is entered into this ___ day of _____, 2025 by and between DHIC – COLLINS RIDGE, LLC (hereinafter the “DEVELOPER”) and the Town of Hillsborough, a North Carolina municipal corporation (hereinafter the “Town”):

WHEREAS, the DEVELOPER proposes to extend the Town’s water and sewer system (hereinafter the “Work, or Improvements”) to serve its **COLLINS RIDGE – BLUFFBERRY WAY EXTENSION AND POD D** project (hereinafter the “Project”); and

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

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

WHEREAS, water and sewer extensions to the project site by a separate entity were previously approved as Phase IA and Phase IB, the Town Board of Commissioners authorized the proposed water main extension subject to execution of this WSEC and compliance with its terms.

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

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

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

The Town's authorization to connect to the Town's water and sewer system, including any capacity reservations noted, under this Contract shall expire if (i) substantial (i.e. more than token) construction of the Project has not begun within two years from the date upon which this contract was executed; (ii) after construction begins, construction ceases for a continuous period of more than one year (unless a result of an action by the Town); or (iii) the extension to be constructed pursuant to this contract has not been connected to the Town's system in accordance with the requirements set forth herein within three years for the date upon which this contract was signed unless both parties agree to extend. within

three years from the date upon which this contract was executed, unless extended by writing before the expiration.

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

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

A. General Conditions:

1. Unless otherwise explicitly and specifically stated, DEVELOPER shall bear the costs and expenses of all obligations and duties created by this Contract, including without limitation, engineering and legal fees incurred by the Town in connection with the proposed extension. The Town will invoice the Developer for such costs incurred, and payment is due within 30 days. The Town will invoice in accordance with the Town's approved and posted Fee and Charges Schedule prevailing at the time the work is completed.
2. The Town will permit the use of the extension to the Town's water or sewer system only after the Improvements have been successfully tested, all the conditions set forth in Sections B, C, and D and any costs billed per Section A(1) and Section E, and any additional conditions appended hereto, have been satisfied.
3. The Town shall own and maintain the Improvements constructed under this contract after they are accepted by the Town Board of Commissioners and until such time as the Improvements have been accepted by the Town Board, the DEVELOPER remains responsible for all maintenance and repairs to the Improvements. Notwithstanding the foregoing, the Town shall inspect the Improvements and provide a written report of deficiencies within 30 days or accept maintenance and release applicable sureties.
4. The DEVELOPER shall warranty the improvements for a period of one year after the improvements are placed in service. Improvements shall be considered to be in service once metered water and sewer customers are served by the improvements.
5. The DEVELOPER shall warrant all materials and workmanship of the public sewer Improvements pursuant to the Post-Construction Conditions of this Contract. Should defects in workmanship or materials be discovered in work done pursuant to this contract by or for the DEVELOPER during the warranty period, the DEVELOPER shall be responsible to see that all such defects are promptly corrected at the DEVELOPER's expense and written evidence of such, such as a stamped/sealed certification by the DEVELOPER'S engineer per paragraph A.12 above, is provided to the Town.
6. The Town may make or authorize extensions or connections to or from any of the public sewer Improvements constructed pursuant to this Contract without permission of the DEVELOPER.

Notwithstanding the foregoing, the Developer's warranty period of any Improvements downstream of an extension or connection shall automatically expire upon said extension or connection.

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

B. Pre-Construction Conditions

1. The DEVELOPER and its engineer have discussed the capacity needs of the Project with the Town early in the Project's conceptual phases. Water and sewer capacity allocated to the Project will be noted in Appendix A and any changes in Project scope requiring more or less than the allocated amount will require an amendment to this Contract. For large Projects, the Town may require the DEVELOPER to conduct its own capacity analysis using a licensed North Carolina Professional Engineer utilizing information provided by the Town.
 - a) If results of the capacity analysis determine off-site improvements to the Town's existing system (conveyance or treatment) are needed to accommodate the Project and the DEVELOPER decides to proceed with the Project, the Town will negotiate any cost-share of such off-site improvements with the DEVELOPER, and the terms reached as a result of the negotiations will be included in Appendix A. [CAPACITY HAS BEEN DETERMINED TO BE SUFFICIENT AND THIS SECTION DOES NOT APPLY TO THIS CONTRACT]

2. The DEVELOPER shall engage a licensed North Carolina Professional Engineer to prepare plans and specifications for the construction of water improvements and/or sanitary sewer improvements to serve the Project. The Project shall not rely solely on the Town's Standard Utility Specifications, which may not cover all methods of construction or administrative matters (e.g., shoring, trenching, backfill, pipe laying, handling rock or hazardous wastes, bypass pumping, temporary water service, general and special conditions, site security, payment and change processes, geotechnical or other investigations, etc.).
3. The DEVELOPER shall secure formal approval of the water and sewer construction plans and specifications by the following agencies or authorities (and any other government agencies which may have jurisdiction over one or more elements of the Project), and provide approvals of such to the Town:
 - Town Utilities Department
 - North Carolina Department of Environmental Quality (if the Project entails any site infrastructure that is considered private, the plans and permit applications shall clearly delineate such and two applications may be required)
 - North Carolina Department of Transportation
4. The DEVELOPER shall secure and record all required easements for the Work. The Town will provide a boilerplate easement document for utilization.
5. The DEVELOPER shall schedule a pre-construction meeting to include the Town Utilities Department, the Town Planning Department, the Contractor, major Subcontractors, and other pertinent stakeholders prior to commencement of the Work and at this time will provide the Town a list of contacts for the Project.
6. The DEVELOPER shall instruct its contractor to submit to its engineer all water and sewer material and shop drawing submittals and for its engineer to share all approved submittals with the Town.
7. The DEVELOPER shall pay all fees for the Improvements due to the Town prior to construction of the Improvements.
8. The Town will not accept new pumping stations except under extraordinary circumstances. If the Town accepts a pumping station in the Project design, the DEVELOPER shall pay the Town's Perpetual Maintenance Fees for such Improvements as required by the Town Code.
9. The DEVELOPER shall ensure that its engineer, surveyor, and contractor receive a copy of the final approved permits, plans and specifications for the Project and is aware of the Town's Utility Specifications, Standard Details and As-Built Digital Submittal Requirements prior to construction commencement, as applicable to each.

C. Construction Conditions:

1. Unless otherwise provided in this Contract, all construction shall be in accordance with Town and State policy, standards, and specifications at the time of construction commencement.
 - a) The Town shall approve the size and type of material for all water and sewer lines and points of actual or future connection to the Town system.
 - b) The Town shall provide, construction observation of the water and sewer Improvements by a competent, and experienced inspector (Inspector) which may be Town staff, or an outside vendor contracted by the Town. Inspection by the Town does not consist of or imply supervision.
 - i. The role of the Town's construction observation is to ensure the Town's interests are met regarding construction of the Project for which it is to assume ownership, but not to provide information to DEVELOPER's team for the preparation of record drawings or other acceptance documentation which remains the responsibility of the DEVELOPER. DEVELOPER shall reimburse Town for observation services according to its or its vendor's contracted fee schedule within 30 days of receipt of invoices.
 - c) All work on the extension of Public water or sewer lines shall be subject to inspection by the Town or it's designee as outlined in the Town's current Technical Specifications and Design Standards for Water and Sewer Systems and attached Appendices, and no Work may be covered up until such inspection has occurred. If any Work is covered up prior to inspection, the town may require such Work to be uncovered or exposed for inspection at the DEVELOPER'S expense. If, in the judgment of the Town, there is a demonstrated lack of competent supervision by a Contractor, the Town may halt work until approved supervision is obtained and the work done in accordance with town specifications and requirements. Public line extensions are generally depicted in Appendix E – Project Work Areas.
 - d) The Town shall require acceptance testing by the DEVELOPER or its Contractor to determine whether the Work complies with State and Town standards and specifications. All such testing, including the costs of testing chemicals and third party laboratory testing costs, shall be at the DEVELOPER's expense, and a Town representative must be present when testing occurs unless declined or delegated in writing. The DEVELOPER or its Contractor must provide the Town at least 48 hours advance notice of any testing. The Contractor shall document the testing of each segment in detail (type of test, date, test conditions and results, pass/fail) on legible forms. Contractor's failure to document a test will require retesting and a retesting fee for each instance thereafter.
 - e) The Inspector shall be onsite each day that Meaningful Work is performed and shall prepare daily logs to be submitted weekly to the Town. Daily logs shall include a general description of the work performed that day, weather conditions, equipment used, number of crew, any installation observations, or concerns, and who they were communicated to,

and associated photos with a photo log. The Inspector shall routinely communicate on progress and issues that arise.

i. Meaningful Work shall be as outlined in Appendix D – Meaningful Work

- f) The DEVELOPER's engineer/construction team shall consult with the Inspector about any significant field changes. The DEVELOPER's engineer shall gain approval in writing from the Town's Utilities Director or delegated staff (which is not the Inspector) prior to making such changes. Changes shall be reflected on the record drawings. The Utilities Director or designee shall provide written approval of requested field changes within two (2) business days
 - i. Significant change may include but not be limited to adding or deleting or changing the alignment or grade of infrastructure; moving hydrants, manholes, valves or backflow prevention device locations; adding additional services; changing pipe sizes or materials; adding couplings; or making other changes that will affect the layout or operation of the system as designed and approved. In some cases, changes may necessitate a modification of a permit or encroachment. DEVELOPER is responsible for initiating such modifications, the Town staff may recommend field change requests in writing, but the Developer is responsible for ultimate conformance with approved drawings.
- g) All Work on the Improvements shall be performed by a contractor actively licensed to perform this type of Work in North Carolina.
- h) DEVELOPER shall have their construction contractor coordinate with the Town on tie-in plans and water shutdowns at least one week in advance of the planned tie-in or shutdown. Contractor shall be responsible for notification to customers of water disruptions with prior notification language approval by the Town.
- i) Town shall operate any existing system features (i.e., valves, hydrants) to accommodate Work by contractor, unless permission for others to operate such features is granted by the town in writing. Unauthorized operation of hydrants or valves or other system components by DEVELOPER or its contractor (or subcontractor(s)) without prior approval of the town constitutes tampering and theft and will result in the Town assessing fees and civil penalties as outlined in town code Section 14-16.
 - i. Should DEVELOPER fail to pay an assessment imposed pursuant to this paragraph or if tampering occurs repeatedly on the Project, the Town may stop work on the Project until the assessment is paid, or some other arrangement is made to satisfy the Town that no further tampering will occur. Repeat instances of tampering may result in the Town nullifying this Contract.
- j) DEVELOPER shall report any instances of sewer bypass or overflow, or any instance of water system issues, caused by the Work to the Town within one hour of issue becoming

apparent and the appropriate regulatory agency if and as required. Said report may be made through filing an incident report in the BIMS Public Portal.

- i. DEVELOPER is solely responsible for any civil fines, penalties, or enforcement actions directly associated with the Work or performance.
 - k) DEVELOPER shall ensure contractor checks and confirms line and grade throughout installation of future public gravity sewers to ensure proper slope and alignment per plan. Failure to comply with minimum slope shall result in the removal and replacement of such sewers mains at proper grade, at DEVELOPER's cost. Minimum slope shall be either the minimum slope as determined by the NC DEQ Minimum Design Criteria for the Permitting of Gravity Sewers or the Town's Technical Specifications and Design Standards for Water and Sewer Systems, whichever is more stringent.
 - l) DEVELOPER shall provide proof of approved product submittals to the Town prior to construction commencement.
 - m) DEVELOPER shall require its contractor to provide 48-hours' notice to the Town in advance for any taps and acceptance testing.
 - n) DEVELOPER shall require that its water and sewer contractor have its field superintendent onsite during all construction of the Improvements. The field superintendent and a secondary field contact shall be identified at the preconstruction meeting.
 - o) The DEVELOPER shall ensure that the water and sewer contractor maintain field records of the Work as it progresses and shall have a registered land surveyor collect and seal as accurate, the location and survey attributes for all water and sewer features as required by the Town according to its As-Built Digital Submittal Requirements as Attached in Appendix B. Any missing information to meet the requirements shall be collected at the DEVELOPER expense and prior to Town acceptance of the system.
 - p) The DEVELOPER shall prepare and submit final as-built drawings of the Work which are sealed by a North Carolina registered Professional Engineer.
 - q) Off-road vehicles or metal tracked equipment may only be driven over installed utilities if Developer's contractor takes adequate precautions to protect the integrity of the existing utilities. Typical precautions could include load mats, tree protection fence around existing utilities or similar. The Developer shall be responsible for repairing all damage to existing utilities caused by the Developer's contractor at no expense to the Town. The evidence or observation of off-road vehicles or metal tracked equipment driving over installed utilities after inspection may require reinspection and retesting at the costs listed in Section E at the discretion of the Town.
2. The DEVELOPER shall bear the total cost of all water and/or sewer observation, permit

compliance, construction, security instruments, insurance, testing and dedication and acceptance documentation within the Project and all water and/or sewer construction required to extend service to the Project as depicted in the approved plans, unless negotiated otherwise and stated in this Contract. All fees charged by the Town shall be as posted in the Town's current Fees and Charges Schedule.

D. Post-Construction Conditions:

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

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

2. Prior to the Town accepting the system for ownership, the Developer shall:
 - a) provide a Contractor's Affidavit and Release of Liens from all subcontractors and materialmen,
 - b) provide digital data as required by the Town's As-Built Digital Submittal Requirements,
 - i. the digital data will be quality checked by the Town's surveying firm within 10 business days (typically 10% of the system). Additional time shall be accounted for this effort in DEVELOPER's schedule,
 - ii. the data shall be corrected at the DEVELOPER's expense if significant discrepancies exist between the survey data exist from the quality check,
 - iii. The charges for the Town to perform the quality check and input the data into the town GIS system will be billed to the DEVELOPER per the Town's Fees and Charges Schedule.
 - c) convey to the Town and record or cause to have recorded in the Orange County Registry all deeds of easement and plats showing all water and/or sewer easements and Rights of Way (ROW) required to serve the Project,
 - d) provide an engineer-certified Statement of Value per bid line item of the final cost of the water and sewer Improvements for all infrastructure to be donated to the Town,
 - e) have submitted all daily field reports and other pertinent Project records as requested such as approved submittals, Requests for Information, Field Work Orders and Change Orders that pertain to the public water and sewer,
 - f) ensure all Engineering Certifications are final,
 - g) All Town punch list items noting deficiencies with work contemplated in the approved plans are completed and signed off upon.
 - h) provide developer completed state Change of Ownership forms to transfer the state-permitted water and sewer Improvements that are to become public to the Town (the Town will execute its portion and submit to the state upon Town Board of Commissioners acceptance),
 - i) formally dedicate to the Town by letter all physical Improvements constructed to serve the project that is the subject of this contract, which Improvements shall become part of the Town water and sewer system upon acceptance by the Town Board of Commissioners and will thereafter be owned and maintained by the Town, with exception of the warranty conditions, and
3. present a warranty to the Town of Hillsborough for a minimum period of one year from the date the improvements are placed in service. Upon satisfaction of the requirements contained in Section D.2.

above, this Contract shall automatically terminate without the need for any further action by either party. Upon such termination, the Maintenance Bond or Letter or Letter of Credit shall be returned to the Developer (or such portion that is required to be returned under this Contract).”

E. Fees:

1. All fees and charges to be paid pursuant to this Contract shall be calculated in accordance with the Town’s fee schedule in effect when the fees and charges are paid, or if not in the fee schedule, as outlined in this section. Fees typically are adopted as part of the Town’s budget process each year with an effective date of July 1 and are subject to change.
2. DEVELOPER's construction of Improvements pursuant to this Contract shall not relieve DEVELOPER of the obligation to pay applicable fees under the Town's water and sewer ordinances and policies in effect at the time the fees are paid, and this Section E, except as amended by Appendix A.
3. DEVELOPER's construction of Improvements pursuant to this Contract does not affect the Town's policy with respect to the fees to be paid to the Town by property owners other than DEVELOPER for connection to the improvements constructed by DEVELOPER pursuant to this Contract. Nor shall DEVELOPER have any right to collect fees from persons connecting onto or extending the improvements constructed under this Contract. The Town shall not authorize connections to the private portions of the project and will only have authority to allow connections to sewer donated to the Town.
4. The following fees will be applicable to the Project:
 - a) Water and sewer system development, engineering review, inspection and meter fees as applicable and published in the fee schedule referenced in Section A(1) and herein. These fees shall be due when outlined in the relevant state statutes or per Town policy.
 - b) Perpetual Maintenance Fees for any approved pumping station per town code calculations. [this section not applicable to this contract]
 - c) Tampering fees as outlined in Item C(1)(i).
 - d) DEVELOPER shall ensure its water and sewer contractor is prepared for acceptance testing by pre-testing items in advance. Reinspection fee for each recurring trip for previously failed tests, a call for testing that requires the Inspector to wait more than 30 minutes or observation by the Inspector that the items are not ready to be tested, or no timely notification of cancellation (4 hours in advance) of testing will be charged to DEVELOPER per the Town’s Fees and Charges Schedule. .
 - e) DEVELOPER shall ensure the construction is conducted in an orderly and organized fashion and that the Town’s resources are efficiently utilized. Repeated and duplicative effort by the Town on a project will require reimbursement from the Developer for staff time and travel in accordance with Section 14-68 of the Town Code of Ordinances and per Town’s Fees and Charges Schedule.
 - f) Construction water for the Project will not be obtained from the Town’s water system unless

through rental of a hydrant meter, installation of a construction meter (for home building), or through bulk water purchase from the Town's Water Treatment Plant in accordance with policies and rates in place at the time of rental.

- g) DEVELOPER shall reimburse the Town for review of sewer CCTV tapes at \$1.00/lf. CCTV that is submitted not in accordance with the Town CCTV specifications will be immediately rejected with a one-time charge of \$100.

[SIGNATURE PAGE FOLLOWS]

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

DHIC COLLINS RIDGE, LLC

TOWN OF HILLSBOROUGH

By: _____
Signatory Title

By: _____
Eric J. Peterson
Town Manager

ATTEST:

ATTEST:

Town Clerk
Sarah Kimrey

This Contract is approved to as form:

Town Attorney

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

Tiffany Long, Finance Director

List of Appendices:
Appendix A

**COLLINS RIDGE – BLUFFBERRY WAY AND POD D EXTENSION
TOWN OF HILLSBOROUGH WATER/SEWER EXTENSION CONTRACT
APPENDIX A**

DHIC – Collins Ridge, LLC agrees to satisfy the following conditions in addition to those set forth in this WATER/SEWER EXTENSION CONTRACT before the Town will permit the connection, operation and future ownership of improvements constructed for the above referenced Project to the Town water and sewer system:

1. The Project has reserved, for the period stated in WSEC paragraph 1(B), 42,000 gpd.
2. The Project consists of 144 one bedroom, 147 two bedroom, and 35 three bedroom units as well as a clubhouse and pet washing station.
3. Public water and sanitary sewer facilities for the project may include, approximately 164' of 8" public water main with hydrants and other appurtenances, 212' of 8" public sewer main, two public sewer manholes for a complete and operational system as designed by Urban Design Partners. Actual facilities to be constructed will be depicted in the issued construction plans and state permit application(s).
4. Off-road vehicles or metal tracked equipment may only be driven over installed utilities if Developer's contractor takes adequate precautions to protect the integrity of the existing utilities. Typical precautions could include load mats, tree protection fence around existing utilities or similar. The Developer shall be responsible for repairing all damage to existing utilities caused by the Developer's contractor at no expense to the Town. The evidence or observation of off-road vehicles or metal tracked equipment driving over installed utilities after inspection may require reinspection and retesting at the costs listed in Section (3)E at the discretion of the Town.

APPENDIX B
AS-BUILT DIGITAL SUBMITTAL REQUIREMENTS]

APPENDIX C
[CCTV SPECIFICATIONS]

APPENDIX D
[MEANINGFUL WORK]

**Exhibit D to the Water and Sewer Extension Contract for COLLINS RIDGE – BLUFFBERRY WAY
EXTENSION AND POD D.**

What is meaningful work that requires utility observation/review by a 3rd party hired by the town or town observer?

The Water and Sewer Extension Contract defines “meaningful work” in Section (3)C.1.e)i. as follows:

Meaningful work means the installation of water or sewer infrastructure and appurtenances that will become part of the public system of the Town, installation of water or sewer services connecting to the public system of the Town, making taps to existing Town water or sewer mains, testing (including flushing and chlorinating of water mains) of water or sewer systems for acceptance, testing of soils for compaction around water and sewer systems, pouring thrust blocking, constructing pumping stations, tanks or other water and sewer features of public systems of the Town.

The below is additional detail and clarification of water and sewer related work that shall be observed or would require time when the contractor indicates this work is planned or completed:

- Review of approved material submittals.
- Exploratory digging/spotting existing utilities to avoid conflict.
- Excavated trenches for water or sewer pipes or vaults to ensure all obstacles are removed and clearances achieved.
- Installation of bedding and backfill for pipe, including compaction of bedding material including in the public right-of-way.
- Installation of pipe, including pipe fittings, services, line joining, and pipe laying. This includes pouring thrust blocks, installation of any pipe restraints such as MEGALUGs or threaded rod, valves, appurtenances, and assemblies.
- Installation of sewer or air relief valve manholes including subgrade, joint sealing, lining (if required), rims, covers, and vents.
 - Any manhole coring must also be witnessed.
- Valve and hydrant operations, only Town staff may operate Town-owned hydrants and valves. Observer must witness final operation of valves and hydrants prior to formal acceptance.
- Existing water and sewer tapping and all testing.
- Installation of check valve and meter vaults and bypass assembly, including subgrade compaction, backfill, and joint sealing.
- Installation of backflow preventers.
 - A certified backflow tester must test and provide passing reports to the town’s third-party backflow assembly management company BSI Online.
- Valve box and manhole adjustments for paving.
- Installation of all aerial crossings, including footers, encasement, restraint.
- Bypass pumping or temporary water installations and testing operations.
- Jetting/cleaning of sewer mains.
- Flushing and chlorination of water mains.

- Any acceptance testing or testing required by the state or town for waterlines such as pressure testing, bacteriological testing, pigging, etc.
 - This includes returning for failed testing or failure to be ready for testing when scheduled by the contractor.
- Any acceptance testing or testing required by the state or town associated with sewer such as: pressure testing, mandrel pulls, manhole vacuum tests, smoke testing, CCTV footage acquisition.
 - This includes returning for failed testing or failure to be ready for testing when scheduled by the contractor.
- Review of recorded sewer CCTV footage and witness of repairs to any defects noted in CCTV review.
 - Repeat CCTV is required after any repairs.
- Warranty walk-through/punch list generation, as well as reinspection.
- Bore and Jack operations, periodic as discussed. A certified welder will be needed for the encasement welds.
 - Town will want to witness the carrier pipe insertion and pipe supports as well as end sealing of the casing pipe.
- Preconstruction and progress meetings.
- Any onsite closeout inspections not limited to Town standards (e.g., NCDOT and/or Engineer) close out inspections related to water and sewer.
- Any work covered up without observation and required to be uncovered.
- Any field modifications to either existing utilities or utilities proposed for acceptance, including troubleshooting and solution input.
 - All field modifications must be approved in writing by the Town prior to implementation per Section (3)C.1.f).
 - Per (3)C.1.f)i.: Physical field change may include but not be limited to: adding or deleting infrastructure; changing the alignment or grade of infrastructure; moving hydrants, manholes, valves, meters, or backflow prevention device locations; adding additional services; changing pipe sizes or materials; adding couplings or reducers; or making other changes that will affect the layout or operation of the system as designed and approved.
- Review of final testing reports, utility record drawings (as-builts) and plat, including easements per Section (3)D.
- Preparation of daily logs and photos of water and sewer work.
- Review of customer notifications of service outages for water and sewer or assistance at contractor's request in distributing such.
- Performing end of warranty walk through and required items review in addition to warranty punch list verification of completed items.

Any of the above items would be charged time/travel for developer reimbursement under Section 3, as applicable.

What is NOT considered meaningful work related to the water and sewer observation needs?

- Material acquisition/delivery.
- Mobilization and demobilization.
- Survey and grade work (although the contractor shall be active in checking gravity sewer grade and

taking utility survey points for compliance and record drawing preparation).

- Any earthmoving/ erosion control unrelated to water and sewer utility work.
- Maintenance and restoration such as seeding and strawing and erosion control.
- Asphalt cutting and patching.
- Roadway installation with exception of checking that valves and manholes are properly raised to grade after paving.
- Cleanup/housekeeping operations.
- Toolbox/safety meetings, unless topic of discussion is safety of existing utility system.
- Traffic control setup and implementation.
- Stormwater BMP setup and maintenance.
- Inspections and testing by others unrelated to water and sewer installation.
- Building pad preparation and building features with exception of exterior building water and sewer service connections.

APPENDIX E
[PROJECT WORK AREAS]



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	April 14, 2025
Department:	Utilities/Community Services
Agenda Section:	Discussion
Public hearing:	No
Date of public hearing:	N/A

PRESENTER/INFORMATION CONTACT

Marie Strandwitz, Utilities Director
Matt Efird, Assistant Town Manager

ITEM TO BE CONSIDERED

Subject: Resident request – consideration of changes to Code of Ordinances and Utilities Standards regarding customer responsibilities for sewer laterals within public rights of way

Attachments:

1. Request from Forrest St. resident
2. Example outreach on lateral responsibility from Raleigh Water

Summary/Background:

A resident on Forrest Street in town has experienced a sewer service (lateral) failure beneath the street. Town staff from Utilities and Community Services worked with the resident during the month of March to discuss requirements related to the repair and connection to the sewer main. The town also provided flexibility on some street-related requirements to make it less expensive for the customer. The current long-standing policy in this situation, as expressed in several town code sections and the Utilities Standards and Specifications, requires installation of a sewer cleanout at the right of way and evaluation of/replacement of the sewer lateral to the main to be performed by the property owner before the town will accept and maintain the portion in the public right-of-way.

Sewer (or even water) service failures due to poor installation or material degradation occur infrequently compared to blockages from improper use. A homeowner who is not performing any redevelopment may typically expect to replace its properly maintained water or sewer service once in a 30 – 100-year time frame if at all, during home ownership. Many of the sewers in the historic district and older neighborhoods were installed by developers or textile mill owners and the town assumed ownership of them. As such, they are very old, sometimes predating our wastewater treatment plant, and they do not meet typical standards such as having a clean-out at the right-of-way. Newer construction or redevelopment requires a cleanout for which the town would maintain within the right-of-way.

Financial impacts:

Depending on direction from the board on amending the policy there could be additional maintenance and operating costs and resource draws for the town.

Staff recommendation and comments:

We do not have an accurate count of sewer services without existing cleanouts, and it would be a big effort to deduce this given the few matters like this that arise compared to our customer base. We believe these areas are restricted to the older areas of town as current standards have for some time required the cleanout during construction. We

also are not convinced that the town negotiating with utility contractors on behalf of a single owner will bring about a more competitive cost or is something our resources can handle under normal circumstances.

Nonetheless, there are benefits to moving forward with a code/policy edit to accept at least maintenance responsibility within the right-of-way as the customer suggests and without cost recovery. This includes:

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

Staff would like to return to the board in the June time frame with further suggestions to address the resident request, with some additional considerations. As we craft code changes for further discussion should the board signal it is amenable, staff goals are to consider:

- Ownership vs. maintenance. Many utilities take no ownership of a sewer lateral, but almost all the larger utilities, having ample staff and budget unlike the town, will assist the customer in right-of-way repairs, with or without a cleanout present at the right-of-way, and without cost recovery. Many utilities will install the cleanout at the right-of-way during such repairs for future use. Current code says customer should install a cleanout.
- Cost recovery for addressing matters caused by misuse vs. failure of lateral due to age or faulty installation. Current Sewer Use Ordinance allows enforcement of failures due to rags or grease contributions. Root intrusion is a huge issue in sewer mains and laterals. Is this a maintenance matter a homeowner should budget for service or something beyond control? Should the town utilize enforcement authority in these cases either in place of cost recovery, charge for cost recovery in repair, or both for misuse situations?
- Equity for all customers. This can be viewed from both sides. Some customers with newer premises have cleanouts and the town maintains this section already. Some customers without cleanouts would get the same benefit, but the town would potentially assume expensive repairs that the entire customer base funds. Overall, sewer laterals benefit a single owner. Many utilities would rather not deal with them at all, but customers and the plumbing industry have grown to expect this service. The current code allows for the transition of ownership and maintenance upon certain circumstances like bringing it up to current standard. It also allows us to assist in emergencies and provides latitude to adjust specifications for owner relief. The proposal would be to assume ownership no matter condition or presence of a cleanout within the right-of-way.
- Redevelopment/new construction vs. failure of an existing lateral in current use. A redeveloped lot (addition of square footage, increased bathrooms/sewer flow) with an older, non-compliant lateral should have lateral evaluation and renewal if needed. This is growth related and not maintenance matters of an existing resident. Staff recommends that the current policy remain in effect for these situations.
- Staff needs time to evaluate the potential impacts of this policy change, particularly to staff capacity and enterprise fund financial condition if no cost recovery for any circumstance is desired.
- How to better perform outreach for ownership responsibilities. We have addressed this on a subdivision basis when infrastructure is accepted (Harmony at Waterstone for example), but not necessarily or clearly overall to all customers. There is some information on our website under blockages. The Raleigh Water outreach flyer would be a good model for further outreach.

Action requested:

Review the petition from the resident, receive staff feedback then provide direction and additional information requested for moving forward for a return in June, if changes are desired.

Agenda Request Overview

Please consider amending the code of ordinances to provide greater flexibility for homeowners, allowing the Town of Hillsborough (“Town”) to assume ownership and maintenance of sewer lines at the right-of-way—particularly in emergency situations requiring urgent repairs.

The goal of this request is to establish an equitable balance between the Town’s responsibilities and financial constraints while providing homeowners with better support for essential infrastructure repairs, where their options are currently limited. It is understood that the Town has its own budget and logistical constraints and any amendments should strike a balance that is agreeable to both the homeowner/customer and the Town than the current status quo.

The scope of repair work within the right-of-way, specifically under town roads, is defined by the “Town’s Utilities Standards and Specifications”. Currently, homeowners who do not currently have a cleanout installed and have their sewer line accepted by the Town, are responsible for covering the maintenance and full repair costs, identifying and vetting utility contractors, and working with the Town and utility contractors to figure out the scope of work. This process is inefficient for securing competitive pricing, ensuring quick turnaround times during emergencies, and managing high expenses that can be detrimental to the homeowner. Some homeowners likely assume—or reasonably expect—that the Town should bear or share some responsibility.

Request: amending ordinances on Sec. 14-21. - Town's responsibility and liability and Sec. 14-22. - Customer's responsibilities

Consider amending code of ordinances for the Town to assume ownership and maintenance of the sewer line from the main wye connection to the cleanout at the right-of-way for all homes. **The change would apply regardless of the condition of the sewer lateral under the road, provided a cleanout is present at the right-of-way or the homeowner agrees to install one through a private contractor or be billed by the Town for its installation (at any time or at the time of a required repair). For example: If repairs to the right of way are needed **at the time of acceptance** to meet the Town’s standards, the Town will be responsible for repairs and bill the homeowner for any repair work specifically related to adding a clean out and for the portion of work on the right of way that is not under the road/asphalt.**

The aim is to provide the homeowner with more options in terms of costs and repair. The Town has more options for competitive pricing (including a frame of reference of past project costs), better understanding and control of the scope of work/specifications, and serves as the intermediary between utility contractors and the homeowner.

Considering Alternative Options

The Board of Commissioners could explore alternative avenues for homeowner relief, offering flexibility in finding case-by-case solutions—such as cost-sharing arrangements between the

Town and homeowners or other ways for the Town to support the homeowner in emergency situation repairs, such as a case-by-case approval process. Currently, the Town's ordinances place full ownership and maintenance responsibility on homeowners in certain scenarios, creating potential risks for those who:

1. Have a sewer lateral in good condition but lack a cleanout at the right-of-way, unaware that they are responsible for maintaining the right-of-way portion of the sewer line.
2. Install a cleanout, only to have the Town determine that the sewer line does not meet specifications for acceptance, leaving them with a significant financial burden to make the required fixes if/when those are needed in the future.

The intent of bringing up the topic of changing existing Town and homeowner responsibilities over the sewer line on the right of way is to provide alternative solutions that could help alleviate challenges in cases of emergency or to avoid them altogether. Ideally, any ordinance(s) change helps provide some additional layer of protection for the homeowner while allowing flexibility for the Town and the homeowner to share the costs.

Customer/Requester's Experience Seeking Sewer Repair Estimates

The requester contacted ten (10) utility contractors. Of the six who responded, two (2) stated they do not work directly with homeowners. The remaining four (4) provided the following estimates (in no particular order):

Total estimate	Estimate portion for work on soil/property (not under the road). Adding a cleanout	Notes	Total estimate without flowable fill and metal plate (approximate)*
Option A - \$24,075	\$4,575	Most accurate estimate. Visited on-site and met with the Town to discuss the scope.	\$20,075
Option B - \$13,494	\$4,800	Did not originally include adding a new tap to the mainline (\$1,500-2,000) or flowable fill/plating.	\$13,494
Option C - \$13,400	\$1,600	Similar scope of work performed for my neighbor in 2022 for \$7,500 (no flowable fill). Did not originally include adding a new tap.	\$9,650
Option D - \$12,176	Data unavailable		\$12,176

**The Town of Hillsborough was able to waive the flowable fill and metal plating spec, which saved on average \$4,000 across two estimates as shown on the table above.*

Considerations

Based on the requester's personal experience, here are some key points to consider:

1. Some utility contractors do not work with homeowners due to the small project size or they only work with private or state and local government entities.
2. The portion of work not under the road at the right of way is more reasonably affordable for homeowners and can be performed by some plumbing companies instead.
3. Some home insurance policies that include utility coverage may not cover repairs "under the road" regardless of Town ordinances detailing homeowner responsibilities over the sewer line, but may cover repairs on "property soil," including the right of way.
4. If a cleanout is not present at the right-of-way, repairs at the sewer main may include adding or replacing one to meet the Town's specifications anyways. As a result, homeowners currently responsible for these repairs ultimately end up transferring ownership to the Town once the work is complete. In these cases, the primary party at a disadvantage is the homeowner—who, through possibly no fault of their own, happens to be the first to face an needed repair on a decades-old sewer line and as a result, a high upfront cost.
5. Homeowners repairing a sewer line in the right-of-way may also be responsible for additional replacements or repairs on their property. For example, if the sewer pipe material on the homeowner's property is outdated, they may need to replace the entire line from the home to the sewer main. In such cases, the homeowner bears the full cost of two projects: one from the home to the right-of-way and another from the right-of-way cleanout to the sewer main—creating a significant financial burden.

At a minimum, the Town could take responsibility for identifying and negotiating with utility contractors for right-of-way sewer repairs—even in cases where the sewer line has not yet been accepted by the Town. After repairs are complete, the Town could bill the homeowner for all or part of the cost. This approach could:

- Ensure more competitive pricing,
- Reduce errors such as costly change orders,
- Expedite critical infrastructure repairs, particularly in emergencies where delays could lead to greater issues (e.g., freezing temperatures further damaging a blocked sewer line).

This solution could provide homeowners with some financial options while also improving efficiency in addressing urgent sewer repairs.

Conclusion

The current ordinance(s) place a significant burden on homeowners with older homes built before present building specifications, creating financial and logistical challenges when repairs are needed. Given that the Town was founded in 1754, homes affected by this issue may not be

uncommon. However, as a small community, amending the ordinance could meaningfully impact homeowners who find themselves in the unfortunate position of needing right-of-way repairs. Changes to the ordinance could close the gap for the homes that have still not had their sewer line accepted by the Town, with eventual repairs phasing all homes into present building specifications.

Thank you for your time and consideration on this topic.

Sanitary Services and Homeowner Responsibility



Raleigh
Water

Talking With Your Plumber

As a property owner, it is your responsibility to maintain the sanitary sewer service from your house to the connection to the City of Raleigh's sanitary sewer system. When you experience a sanitary sewer service backup, it can be a traumatic experience. Although nobody wants to deal with sewage overflowing in their house or yard, here are some tips to consider in the event that it ever occurs.

1. Call a licensed plumber. Once the plumber arrives at your property, they will diagnose the issue and attempt to clear the blockage.
2. Make sure the plumber cleans the sanitary sewer service from the house to the main in the street or easement. Often, plumbers will state that they cannot clean the portion of the service within the public right-of-way (street). This is incorrect. The entire service is the property of the homeowner and should be cleaned in its entirety. If the service does not have a sanitary sewer cleanout installed at the property line, you will need one installed.
3. Ask the plumber to use a camera to inspect the inside of the sewer service. This will make sure the entire service is clean and free of damage. If damage is found in the portion within the public right-of-way, contact the City of Raleigh Public Utilities Department immediately. We will visit your property and with your plumber, verify that your sewer service requires repairs.

Sewer Service Backup Issues

- Grease is one of the major causes of customer sewer service backups. Please dispose of grease properly and not down the drain.
- Flushed wipes are a major cause of sewer issues throughout the world. While they can be flushed, they do not breakup, causing blockages in services, mains, and pumps.
- Roots seek out the nutrients contained in sanitary sewer. Root systems will infiltrate sewer services and mains causing blockages.

**For More Information
Contact the Public Utilities
Department at 919-996-3245**

Homeowner Responsibility



Pipe Services



Fully clogged
service



Partially clogged
service



Cleaned
service

Backup Issues



Grease



Flushed Wipes



Roots

Fast Facts

61.8%

Percentage of service calls reported as "Service Backups"

< 1.0%

Percentage of "Service Backups" that are found to be Public Utilities' responsibility to correct



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date:	April 14, 2025
Department:	Planning and Economic Development Division
Agenda Section:	Regular
Public hearing:	Yes
Date of public hearing:	March 20, 2025

PRESENTER/INFORMATION CONTACT

Tom King, Senior Planner
Shannan Campbell, Planning and Economic Development Manager

ITEM TO BE CONSIDERED

Subject: Unified Development Ordinance text amendment – Section 9.1.5.2, Permissible Encroachment into Required Setbacks (resident initiated)

Attachments:

1. Unified Development Ordinance Text Amendment application
2. Sub-paragraph 9.1.5.2 reflecting proposed amendment (written by staff)
3. Planning Board statement
4. Consistency statement
5. Ordinance

Summary:

Currently, there are no clearly stated setback or yard requirements for swimming pools. Staff has historically relied upon two definitions found in Unified Development Ordinance Subsection 9.2 (Definitions) to establish pool setbacks: “setback” and “structure.” These definitions read as follows with applicable language underlined:

“Setback - The minimum distance between a property line or street right of way and structure including any projection thereof but excluding eaves and gutters, not to exceed twenty-four (24) inches (see 9.1.5 for further information). Pedestrian or vehicular access ways may be constructed within the required setback line (see Figure 9-2).”

“Structure - Anything constructed, erected, or placed on the land, above or below grade. It includes, but is not limited to: buildings, signs, load bearing walls docks, columns, and pools. Walkways, fences, patios, or one- and two-family driveways are not considered structures.”

Based on the definitions, and the fact pool setbacks aren’t covered separately elsewhere in the ordinance, a pool is required to meet principal structure setbacks/yards for the specific district in which it is to be constructed. A further historic staff interpretation is that the water area of the pool must meet the required principal structure setbacks. Associated grade-level patios and decking are regulated by separate setback provisions found in Unified Development Ordinance Item 9.1.5.2.b (see Attachment #2).

Staff aren’t sure why pools have been regulated in this manner; it may be to alleviate neighbor nuisance situations or safety. However, its application to the various residential zoning districts yields interesting outcomes. For example, a backyard pool in the Agricultural Residential district, where the minimum lot area is 40,000 square feet (just under an acre), the water area of a pool could be 30 feet from side and rear property lines. In the R-10

(Residential) district, where the minimum lot area is 10,000 square feet (just under ¼ acre), the water area could be 15 feet to a side, and 20 feet to a rear, property line. Therefore, it would seem a backyard pool in an R-10 neighborhood would be more of a nuisance to neighbors (if that is the reason pools are regulated in this way) than a pool in an Agricultural Residential neighborhood.

The applicant for the amendment request received a permit to construct a backyard, in-ground pool last year. Upon its completion, it was found a portion of the water area extends a few feet into the required 30-foot rear yard setback for their Agricultural Residential-zoned lot. This situation has occurred once before in the past several years. In the previous case, the water area extended less than one foot into a R-20, 20-foot rear yard setback. That situation was resolved by a property exchange between neighbors (e.g., adjusting the property line so the setback was met).

Update from March 20, 2025, Joint Public Hearing:

After the close of the March 20 public hearing on the amendment request, the Planning Board had additional conversation about the proposed amendment, mainly regarding the amendment and pool safety. The Planning Board was informed that safety fencing is required for pools under the state building code. The Planning Board ultimately recommended the amendment, as written, be forwarded to the Board of Commissioners for adoption.

On the morning of March 21, 2025, the applicant for the amendment contacted staff expressing concern the proposed amendment, as recommended, doesn't fully cure the problem it was designed to correct; the pool equipment, where located, would encroach into the proposed five-foot pool setback. Staff reviewed the applicant's permit for the pool and found the plans did show the pool equipment in a location that would violate the proposed pool setback as written.

Based on this staff error, it's requested the language regarding pool equipment be removed from the proposed amendment language. The ordinance currently allows residential Heating, Ventilation, and Air Conditioning systems' mechanical equipment and generators to encroach into required setbacks (see Attachment #2, Unified Development Ordinance Item 9.1.5.2.e). Staff believe the requested change in initial wording is not out of character with how the town has address residential auxiliary equipment.

The language in Attachment #2 has been updated from that presented on March 20, 2025, to reflect the staff-requested change. If adopted, as updated, it will fully resolve the applicant's dilemma and provide setback regulations for future pool projects by allowing pools to be closer to property lines than currently allowed; in essence treating them in a similar manner to accessory buildings.

Comprehensive Sustainability Plan goals:

Town Government and Public Services Goal 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.
 - Implementation Action: Regularly review and update town policies as new information is garnered and achievements are met.

Financial impacts:

None.

Staff recommendation and comments:

Approve the proposed amendment with the requested change.

Action requested:

Approve the proposed amendment with the requested change.



TOWN OF
HILLSBOROUGH

GENERAL APPLICATION Amendment to Future Land Use Map, Unified Development Ordinance or Official Zoning Map

Planning and Economic Development Division
101 E. Orange St., PO Box 429, Hillsborough, NC 27278
919-296-9477 | Fax: 919-644-2390
www.hillsboroughnc.gov

This application is for amendments to the Comprehensive Sustainability Plan, Unified Development Ordinance, and/or Official Zoning Map. Incomplete applications will not be accepted or processed.

OFFICIAL USE ONLY		
Case Number:	Fee: \$ 400.00	Receipt No.: 060352
FLUM Designation: Rural Living	Zoning District: AR	Overlay Zone: NA

Amendment Type: <input type="checkbox"/> Future Land Use Map <input checked="" type="checkbox"/> Unified Development Ordinance Text <input type="checkbox"/> Zoning Map – General Use or Overlay District <input type="checkbox"/> Zoning Map – Planned Development District	
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PROPERTY LOCATION AND DESCRIPTION	
Property Address or Location: 211 South Cameron Street	
PIN(s): 9874-15-5366	Size of Property (Acres/Sq. Ft.): 0.46 acres
Current Use of Property: Single-family dwelling	
Current Zoning Classification(s): AR (Agricultural-Residential)	
Proposed Zoning Classification(s): NA	

CERTIFICATION AND SIGNATURES	
Applications will not be accepted without signature of legal property owner or official agent.	
I certify that the information presented by me in this application and all accompanying documents are true and accurate to the best of my knowledge, information, and belief; and I acknowledge that the processing of this application may require additional town, county and/or state permits, approvals, and associated fees.	
Applicant Name: Michael Reeves	Legal Property Owner Name: same as applicant
Mailing Address: 211 South Cameron Street	Mailing Address:
City, State, ZIP Code: Hillsborough, NC 27278	City, State, ZIP Code:
Telephone: 208-621-4771	Telephone:
Email: michael-s-reeves@yahoo.com	Email:
Signature: [Signature]	Signature:
Date: 1-17-2024	Date:

Applicant signed 1-14-2025 - MB

Dear Hillsborough Board of Commissioners and Planning Board:

We have an application before you to consider an amendment to the Town of Hillsborough's Uniform Development Ordinance (UDO) related to how residential swimming pools are treated. Please let us give you some background on our particular situation and our interest in resolving the issue.

We built a pool on our property at 211 S Cameron Street during 2024. It was literally during the last step of our pool construction process (getting the "As Built" survey that is required to pass the final town inspection) that we learned that our pool contractors – Anthony & Sylvan – had built a small section of our pool over our property's setbacks at our pool's northeastern corner.

While the setback violation was not substantial (amounting to approximately 1.5' directionally and approximately 15.4 square feet overall), we acknowledge that we cannot get the Town of Hillsborough's final approval on our pool until this issue is resolved and we receive a final pass from Town Planning.

Investigating the issue on our own, we learned that our pool contractors, Anthony & Sylvan, were operating under a 10' setback assumption when the property's setbacks were in fact 30'. Anthony & Sylvan submitted its application for our pool permit with a 10' setback. The Town of Hillsborough corrected the application, noting 30' setbacks. This issue should have been corrected by the pool company at the time the permit was sent back, well before digging began.

There is no way for us to be certain why Anthony & Sylvan missed this issue as it related to our pool, but we can make inferences. Our project and apparently several others experienced delays due to a personnel situation with our project manager, ultimately leading to his departure during the early stages of our pool build. I also understand that the "permit runner" for Anthony & Sylvan's Triangle office left the company during the time period in question. Our pool and design consultant told us that these issues contributed to the fact that this situation was never brought to his attention. At this same time, Hillsborough's Assistant Town Planner who had worked on our permit left her employment with the Town, likely further contributing to the issue.

In our discussions with Town Planning around how to resolve the issue, we have learned that other lots in Hillsborough (R-20, R-15 and R-10 lots, for example) have shorter rear setbacks (20 feet) and even shorter side yard setbacks of 15 feet in the case of the R-15 and R-10 lots.

We also learned that other nearby municipalities have dramatically reduced setbacks relative to the Town of Hillsborough and often explicitly treat a pool as an "accessory structure" vs part of the principal structure, as is the case in Hillsborough.

We are not trying to make excuses for the mistake our pool contractor made and acknowledge that it is their job to follow the Town's UDO, but could see where they might have made their initial error. In thinking about the best way to resolve the issue, it seems to make sense to bring Hillsborough's UDO in line with nearby, similarly situated municipalities.

Thank you for considering our application at this meeting.



Julie & Michael Reeves | 211 S Cameron St | Hillsborough, NC 27278

9.1.5.2 Permissible Encroachment into Required Setbacks

- 9.1.5.2.a** One- and two-family driveways, walkways, fences, retaining or decorative walls, ornaments, furniture, and landscape plantings may be permitted in any setback.
- 9.1.5.2.b** Patios may encroach into required setbacks, provided that the minimum patio setback is ten feet from a rear or side property line and provided that the patio surface is not more than 6 inches above the adjacent grade. Covered patios or patios with shade structures must observe the setback established for the district as set forth in Section 6.3, *Dimensional Requirements*.
- 9.1.5.2.c** Accessory buildings and freestanding accessory dwelling units may encroach into a side yard or rear yard setback not adjacent to a street right-of-way to within 5 feet of the property line, with the following limits:
- (a) For an accessory building with a highest point 12' or more above the ground elevation, an additional setback of 2' for each 1' of elevation above 12' is required until the standard setback is met.
 - (b) The setback being reduced is not part of a land use or stream buffer required elsewhere in this Ordinance, nor a recorded easement for utilities, drainage, or access.
- 9.1.5.2.d** Parking lots and parking spaces are not allowed within setbacks.
- 9.1.5.2.e** Residential mechanical equipment, including but not limited to generators and HVAC units or components, are not required to observe minimum setbacks. These installations for non-residential and multi-family uses are required to observe minimum setbacks, regardless of the zoning district.
- 9.1.5.2.f** For setback provisions that apply to nonconforming lots of record, see Section 7.5, Nonconforming Lots of Record.
- 9.1.5.2.g** Steps, risers and ramps without a roof, awning or similar covering extending from residential structures may encroach in required setbacks, provided that a minimum setback of no less than 10 feet remains along any property line shared with another residential property (not street right of way). Required landings between two runs of risers or ramps may also encroach provided the landing is also without a roof, awning or similar cover. In the case where an existing structure does not observe a 10-foot setback from a property line shared with another residential property or street right of way at the time of application, the maximum possible setback shall be preserved while allowing necessary access to an existing structure.

9.1.5.2.h Projections and cantilevers from residential structures, including but not limited to eaves, overhangs, gutters, bow windows, chimneys, that do not exceed 24" of projection and do not have contact with the ground. Projections in excess of 24" and those that have contact with the ground must meet the applicable setbacks, unless otherwise addressed in this section.

9.1.5.2.i Outdoor, residential, in-and above-ground swimming pools, hot tubs and spas, including all decking, and patios and appurtenant equipment, may be located in side or rear yards not adjacent to a street and no closer than five feet to any property line.





PLANNING BOARD STATEMENT OF PLAN CONSISTENCY AND RECOMMENDATION

Applicant-initiated text amendment to UDO Section 9.1.5.2,
*Definitions: Setbacks – Permissible Encroachment into Required
Setbacks*
March 20, 2025

WHEREAS, the Town of Hillsborough Planning Board has received and reviewed an applicant-initiated text amendment to UDO Section 9.1.5.2, *Definitions: Setbacks – Permissible Encroachment into Required Setbacks*; and

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

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

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

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

- Town Government & Public Services Goal 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 map amendment **ADVANCES** identified goals and strategies found in the CSP and **PROMOTES** the public health, safety, and welfare by making setback requirements more consistent for different types of accessory uses.

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

Ayes: 7 (Frank Casadonte, Hooper Schultz, John Giglia, Jeanette Benjey, Sherra Lawrence, Robert Iglesias, and Tiffney Marley)

Noes: 0

Absent: 1 (Christian Schmidt)

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

Frank A Casadonte

Frank A Casadonte (Mar 25, 2025 13:56 EDT)

Frank Casadonte, Chair
Town of Hillsborough Planning Board

Date of signature by Chair: 03/25/2025 _____

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

Consistency Statement per NC GS § 160D-605

Request to amend Subparagraph 9.1.5.2, Permissible Encroachment into Required
Setbacks in the Unified Development Ordinance of the Town of Hillsborough
(staff-initiated)

April 14, 2025

The Board of Commissioners for the Town of Hillsborough has received and reviewed a request from the Planning and Economic Development division to amend the Unified Development Ordinance as follows:

Amend subparagraph 9.1.5.2, Permissible Encroachment into Required Setbacks, to allow residential swimming pools, hot tubs, and spas, including associated decking and patios, to encroach into the side and rear yard setbacks up to five feet from the property line.

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

1. The proposed amendment is **consistent** with the following Town Government and Public Services chapter goal, strategy, and action:
 - Goal: 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 rezoning **advances** identified goals and strategies found in the Comprehensive Sustainability Plan and **promotes** public health, safety, and welfare because it will make zoning regulations more consistent, making encroachment allowances for pools, hot tubs, and spas the same as those for accessory buildings and dwellings.

The foregoing consistency statement, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk



ORDINANCE

Amending the Hillsborough Unified Development Ordinance Section 9.1.5.2, Permissible Encroachment into Required Setbacks

WHEREAS, an application was initiated by Mr. Michael Reeves to amend Unified Development Ordinance Section 9.1.5.2, Permissible Encroachment into Required Setbacks to make encroachment allowances for swimming pools, hot tubs, and spas the same as those for accessory buildings and dwellings; and

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

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

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. The Unified Development Ordinance of the Town of Hillsborough is hereby amended as attached hereto.

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

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote and was duly adopted this 14th day of April in the year 2025.

Ayes:

Noes:

Absent or excused:

Sarah E. Kimrey, Town Clerk

9.1.5.2 Permissible Encroachment into Required Setbacks

- 9.1.5.2.a** One- and two-family driveways, walkways, fences, retaining or decorative walls, ornaments, furniture, and landscape plantings may be permitted in any setback.
- 9.1.5.2.b** Patios may encroach into required setbacks, provided that the minimum patio setback is ten feet from a rear or side property line and provided that the patio surface is not more than 6 inches above the adjacent grade. Covered patios or patios with shade structures must observe the setback established for the district as set forth in Section 6.3, *Dimensional Requirements*.
- 9.1.5.2.c** Accessory buildings and freestanding accessory dwelling units may encroach into a side yard or rear yard setback not adjacent to a street right-of-way to within 5 feet of the property line, with the following limits:
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 - (b) The setback being reduced is not part of a land use or stream buffer required elsewhere in this Ordinance, nor a recorded easement for utilities, drainage, or access.
- 9.1.5.2.d** Parking lots and parking spaces are not allowed within setbacks.
- 9.1.5.2.e** Residential mechanical equipment, including but not limited to generators and HVAC units or components, are not required to observe minimum setbacks. These installations for non-residential and multi-family uses are required to observe minimum setbacks, regardless of the zoning district.
- 9.1.5.2.f** For setback provisions that apply to nonconforming lots of record, see Section 7.5, Nonconforming Lots of Record.
- 9.1.5.2.g** Steps, risers and ramps without a roof, awning or similar covering extending from residential structures may encroach in required setbacks, provided that a minimum setback of no less than 10 feet remains along any property line shared with another residential property (not street right of way). Required landings between two runs of risers or ramps may also encroach provided the landing is also without a roof, awning or similar cover. In the case where an existing structure does not observe a 10-foot setback from a property line shared with another residential property or street right of way at the time of application, the maximum possible setback shall be preserved while allowing necessary access to an existing structure.
- 9.1.5.2.h** Projections and cantilevers from residential structures, including but not limited to eaves, overhangs, gutters, bow windows, chimneys, that do not

exceed 24" of projection and do not have contact with the ground. Projections in excess of 24" and those that have contact with the ground must meet the applicable setbacks, unless otherwise addressed in this section.

- 9.1.5.2.i** Outdoor, residential, in-and above-ground swimming pools, hot tubs and spas, including all decking and patios, may be located in side or rear yards not adjacent to a street and no closer than five feet to any property line.



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Administration
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Eric Peterson, Town Manager

ITEM TO BE CONSIDERED

Subject: Capital Priority Requests to Federal and State Representatives

Attachments:

1. One page summary: the town's top four public safety and economic development capital priorities requesting assistance from our federal and state representatives in securing funding for these projects
2. Fire Station downtown replacement – Capital Improvement Plan form
3. Hassell Street water tank replacement – Capital Improvement Plan form
4. Cates Creek Sewer Outfall – Capital Improvement Plan form
5. Replace chlorine gas system at water treatment plant – Capital Improvement Plan form

Summary:

The mayor and multiple commissioners have discussed developing a short and focused priority list to seek funding assistance for critical capital needs. This item is an effort to address this interest and provide information the town board can use in approaching Senators Tills, Budd, Rep. Foushee, State Senator Meyer, State Rep. Price, as well as with Central Pines Regional Council, North Carolina League of Municipalities, and other agencies the town relies on for assistance.

Each of the four items address both public safety and economic development capital needs. The attached one-page summary provides an overview of the four needs. More detail is provided in the Capital Improvement Plan summary forms for each item. Staff can provide further explanations and how these projects leverage economic development opportunities while improving public safety. Any state or federal financial assistance that can be provided, for design and/or construction, will make it easier for the town to generate matching funds and reduce cost impacts on tax and water/sewer system customers to get these projects implemented and begin generating a return on investment.

These projects were also selected because there are no funding sources outside of operating revenue currently available or allocated in the financial plan. There are other projects in the Capital Improvement Plan that are also high priorities but many of them have some level of funding beyond tax and rate generated revenue.

Financial impacts:

Potential to leverage funding for key capital needs and reduce tax and rate pressures in the community.

Staff recommendation and comments:

The attached draft summary of capital priorities is the staff's current recommendation.

Action requested:

Direction from the town board on changes and next steps.



Capital Priority Requests to Federal & State Representatives

Assistance to Address Critical Public Safety & Economic Development Needs

- ✓ **Fire station – move fire department out of 83-year-old building to new station.** The main station serving Hillsborough and the 60+ square mile Orange Rural Fire District was built in 1942 as a car dealership. The Orange Rural/Hillsborough Fire Department moved into this location in 1976. Retrofits have been made to accommodate operations, but options have run out in terms of space and functionality. Maintenance on such an old building is an increasing problem, such as cracking walls. The downtown location and being an architecturally contributing historic building make it a prime location for economic re-development by a variety of businesses. The town already owns land to construct a new station several blocks away on N. Churton Street. The town is placing \$300,000 per year into a capital reserve fund to save money and build financial capacity for future debt service payments. Approximately \$1.0 million has already been set aside, but the \$8 - 10 million project leaves a significant funding gap.
- ✓ **Replace 90+ year old undersized Hassell Street water tank.** The 1930's tank is vastly undersized and of outdated material. The inefficient standpipe design significantly limits the amount of usable water storage, and available pressure delivered throughout the system. The tank is connected to the water main linking Hillsborough's water system to Durham's which is used for emergency transfers to/from each system. The tank size needs to be doubled to 500,000 gallons to support the current and future demands of the system including future commercial development planned in the US 70/Cornelius Street Corridor Strategic Plan. Total project estimate: \$3.67 million.
- ✓ **Cates Creek Sewer Outfall to serve I-40/Old NC86 Economic Development District and adjacent areas.** The current outfall is nearing capacity, limiting and preventing development in the part of Hillsborough which is most attractive to developers and businesses. The I-40 and Old NC86 interchange area is anchored by the Waterstone development and UNC-Hillsborough hospital. This is a rare interstate exit in the Triangle and Triad area that's not been fully developed. Installing 3.4 miles of upsized sewer will allow growth in this economic development area to continue and prevent sewer overflows during storms. The Phase 1 cost is \$6.4 million. The Phase 2 cost is \$4.6 million. Some funding sources are available for this project, but it is not enough to cover the estimated \$11 million.
- ✓ **Update outdated and hazardous water disinfection system.** The water treatment plant utilizes chlorine gas for primary disinfection and to form chloramines for secondary disinfection. The extreme toxic and corrosive nature of chlorine and the large quantities that must be stored on site require annual hazard assessments by the USEPA Risk Management Program Rules. This assessment estimates that in a worst-case scenario, a major chlorine leak at the water plant could be toxic to a population of 13,365 and that a plume of noxious chlorine gas would likely travel towards the town's core commercial and historic district if a failure of the system would occur. Furthermore, there is a single supplier of this gas which, if a supply interruption occurs, creates the risk of being unable to disinfect and thus leave the community without potable drinking water. A study has been completed detailing how the town can move away from chlorine gas to a safer and readily available disinfection system – sodium hypochlorite. This project cost has been estimated at \$1.97 million. Design and construction can be implemented rather quickly.

Note: These projects are unique in benefit as each one addresses both public safety and economic development priorities.



North Churton Street Fire Station

Capital Improvement Project (FY26-FY32)

Priority Rank

1

Category

Renovation, Remodel, or Replacement

Project Description

Build a new station north of town to replace the downtown station.

Project Justification

The current station lacks sufficient space for staff and modern fire vehicles. The new station will serve as the Orange Rural Fire Department's (ORFD) headquarters. The new station will be located at 604 N. Churton St, near the intersection of N. Churton Street and Corbin St.

Project Highlights

The town began setting aside funds in FY22 to fund design and offset construction costs.

Anticipated Station Timeline:

- FY26 - Feasibility Study
- FY27 - Design
- FY28 - Construction
- FY29 - First Debt Payment (\$7.9M @ 5.0% for 20 years = \$634k/yr)

Project Expenditures

N. Churton Street Fire Station (Expenditures)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Fire Station	\$750,000	\$300,000	\$300,000	\$8,650,000	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$15,000
TOTAL	\$750,000	\$300,000	\$300,000	\$8,650,000	\$15,000	\$15,000	\$15,000

Object	2031-32	Total
Fire Station	\$0	\$10,000,000
Utilities	\$15,000	\$60,000
TOTAL	\$15,000	\$10,060,000

Project Revenues

N. Churton Street Fire Station (Revenues)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Debt Issuance Proceeds	\$0	\$0	\$0	\$8,350,000	\$0	\$0	\$0
Transfer From GF - Fire Station	\$750,000	\$300,000	\$300,000	\$300,000	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$15,000
TOTAL	\$750,000	\$300,000	\$300,000	\$8,650,000	\$15,000	\$15,000	\$15,000

Object	2031-32	Total
Debt Issuance Proceeds	\$0	\$8,350,000
Transfer From GF - Fire Station	\$0	\$1,650,000
Miscellaneous	\$15,000	\$60,000
TOTAL	\$15,000	\$10,060,000

Operating Budget Impact (Ramp-Up)

N Churton St Fire Station Operating Impact

Object Type	2025-26	2026-27	2027-28	Total
Interfund Transfers	\$300,000	\$300,000	\$300,000	\$900,000
TOTAL	\$300,000	\$300,000	\$300,000	\$900,000



Hasell Water Tank Replacement

Capital Improvement Project (FY26-FY32)

Priority Rank

2

Category

Renovation, Remodel, or Replacement

Project Description

Replace Hasell Street Water Tank with a new elevated water tank.

Project Justification

The existing Hasell Street Water Tank was constructed in the mid-1930s and it is the oldest tank in the town system. It holds 200,000 gallons and is constructed of riveted steel. It is the controlling tank in the Central Pressure Zone (CPZ), where water is initially pumped from the Water Treatment Plant and then distributed to CPZ customers, as well as to the North Tank in the North Pressure Zone (NPZ) through a pumping station beside the tank, and to the South Pressure Zone (SPZ) from the Mayo pumping station located offsite from the tank. The small volume of the tank makes it difficult to manage water distribution, with customers near the tank experiencing more pressure fluctuations due to the quickly varying water levels of this tank style.

Development within the Central Pressure Zone (CPZ) has created additional water volume needs, and an elevated tank will enable use of the entire tank volume. The existing tank is a standpipe, with only about 40 percent usable volume. as the tank cannot drop more than about 30 feet of its 72 feet height. The proposed tank will be the same height, but the design will allow use of the entire tank volume. This will also help with water quality turnover and may improve operations at the plant where staff are continually filling tanks.

The new tank size will be much larger than the 200,000 gallon existing tank, ideally increased to 500,000 gallons or more and may be located near or on the same site as the existing tank. It may be that the town purchases the land adjacent to the current tank to construct the new tank or it is possible the preliminary engineering recommends a different site, but that is determined by topographical elevation.

Project Highlights

The tank structure is sound, and inspections are performed annually, so this project is slated for later in the CIP. Costs are based on the Waterstone tank, inflation and the current construction climate, in addition to other bid tabs for similar tanks in other locations. This project is semi-related but not codependent to the US-70 Business Water Main Improvements project as water from Hasell tank must get to the US-70A tank.

The town received a grant in the amount of \$40,000 from the State of North Carolina's Asset Inventory and Assessment (AIA) program for preliminary engineering of this project. The remaining costs of this project will be funded by a combination of leftover funds from completed projects and transfers from the Water & Sewer Operating Fund.

Funding Timeline

FY26 - \$25k - land acquisition

FY28 - \$450k - design
FY29 - \$240k - construction admin, \$15k - permitting & bidding, \$5.0M - construction

***Project is development driven and must be completed per the budgeted timeline.

Project Expenditures

Hasell Water Tank Replacement (Expenditures)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Hasell Water Tank	\$115,000	\$95,000	\$190,000	\$285,000	\$5,160,000	\$0	\$0
TOTAL	\$115,000	\$95,000	\$190,000	\$285,000	\$5,160,000	\$0	\$0

Object	2031-32	Total
Hasell Water Tank	\$0	\$5,845,000
TOTAL	\$0	\$5,845,000

Project Revenues

Hasell Water Tank Replacement (Revenues)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Installment Financing - Hasell Water Tank	\$0	\$0	\$0	\$0	\$4,780,000	\$0	\$0
Transfer From WSF - Hasell Water Tank	\$75,000	\$95,000	\$190,000	\$285,000	\$380,000	\$0	\$0
Grant - AIA	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$115,000	\$95,000	\$190,000	\$285,000	\$5,160,000	\$0	\$0

Object	2031-32	Total
Installment Financing - Hasell Water Tank	\$0	\$4,780,000
Transfer From WSF - Hasell Water Tank	\$0	\$1,025,000
Grant - AIA	\$0	\$40,000
TOTAL	\$0	\$5,845,000

Operating Budget Impact (Ramp-Up)

Hasell Water Tank Replacement (Operating Impact)

Object	2024-25	2025-26	2026-27	2027-28	Total
Transfer To Fund 69 - Utility Capital Improvement Fund	\$0	\$95,000	\$190,000	\$285,000	\$570,000
TOTAL	\$0	\$95,000	\$190,000	\$285,000	\$570,000



Cates Creek Outfall Upgrade

Capital Improvement Project (FY26-FY32)

Priority Rank

4

Category

Renovation, Remodel, or Replacement

Project Description

Upsize the Cates Creek Outfall to address anticipated demand from current and anticipated growth.

Project Justification

The Cates Creek Outfall is 3.4 miles long and was built in two phases. The upper reach, which discharges into the Elizabeth Brady Pumping Station was built in the mid-1990s. The lower portion, which is called Phase 2, was built in the early to mid-2000s when Waterstone began to develop. The entire line is the main pipeline in the Elizabeth Brady sewer basin.

Collection system modeling shows in the next ten years that the outfall will need to be monitored and upsized appropriately. While much newer than the River Pumping Station Eno River Interceptors, there is evidence of a wet weather response in the system. This schedule may need to be escalated however due to a recent inquiry about a significant development south of Waterstone Drive that was not accounted for in modeling, as well as the underestimation of demand proposals of sites that were accounted for. The scope and extent of the upsizing is currently unknown, but the proposed development, if it proceeds, would exceed the pipe capacity in some areas. Developers will be expected to cost share in necessary upgrades.

Project Highlights

This request relates to the Elizabeth Brady Pumping Station and Force Main project as both will need to be investigated and upsized accordingly, either sooner or later depending on development pacing. If the project is not approved, development will be limited, and sanitary sewer overflows may occur as the system ages and starts to leak more.

Funding Timeline:

- Preliminary Engineering: FY27 - \$200k & FY29 - \$200k
- Design/Permitting/Bidding: FY27 - \$800k & FY29 - \$800k
- Construction Administration: FY29 - \$400k & FY31 - \$420k
- Construction: FY29 - \$4.0M & FY31 - \$4.2M

***Project is development driven and must be completed per the budgeted timeline.

Project Expenditures

Cates Creek Outfall Upgrade (Expenditures)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Capital - Infrastructure	\$0	\$100,000	\$900,000	\$300,000	\$5,100,000	\$100,000	\$4,520,000
TOTAL	\$0	\$100,000	\$900,000	\$300,000	\$5,100,000	\$100,000	\$4,520,000

Object	2031-32	Total
Capital - Infrastructure	\$0	\$11,020,000
TOTAL	\$0	\$11,020,000

Project Revenues

Cates Creek Outfall Upgrade (Revenues)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Debt Issuance Proceeds	\$0	\$0	\$0	\$0	\$4,400,000	\$0	\$4,320,000
Transfer From Water Fund	\$0	\$100,000	\$200,000	\$300,000	\$400,000	\$100,000	\$200,000
Miscellaneous	\$0	\$0	\$700,000	\$0	\$0	\$0	\$0
Sewer System Development Fees	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0
TOTAL	\$0	\$100,000	\$900,000	\$300,000	\$5,100,000	\$100,000	\$4,520,000

Object	2031-32	Total
Debt Issuance Proceeds	\$0	\$8,720,000
Transfer From Water Fund	\$0	\$1,300,000
Miscellaneous	\$0	\$700,000
Sewer System Development Fees	\$0	\$300,000
TOTAL	\$0	\$11,020,000

Operating Budget Impact

Cates Creek Outfall Upgrade (Operating Impact)

Object	2024-25	2025-26	2026-27	2027-28	Total
Transfer To Fund 69 - Utility Capital Improvement Fund	\$0	\$100,000	\$200,000	\$300,000	\$600,000
TOTAL	\$0	\$100,000	\$200,000	\$300,000	\$600,000



Sodium Hypochlorite Conversion

Capital Improvement Project (FY26-FY32)

Priority Rank

2

Category

Renovation, Remodel, or Replacement

Project Description

The water treatment plant currently utilizes chlorine gas for primary disinfection and to form chloramines for secondary disinfection. Due to the extreme toxic and corrosive nature of chlorine, and the large quantities of chlorine stored at the plant, the USEPA Risk Management Program Rule requires that a hazard assessment be completed. The hazard assessment for the water treatment plant (attached) estimates that in a worst-case scenario, a major chlorine leak at the water plant could be toxic to a population of 13,365.

A disinfection process analysis was completed in FY25 (attached). This was a comprehensive review of the existing disinfection system and considerations for conversion from chlorine gas to sodium hypochlorite. Utilizing sodium hypochlorite will eliminate the potential hazards of chlorine gas.

This project is for the engineering, management, and construction of new facilities needed to convert our existing chlorine gas feed system to sodium hypochlorite.

Project Justification

Chlorine is stored and shipped by the chemical supplier as a liquefied gas under pressure in one-ton cylinders. These are unloaded and stored in a covered outdoor area adjacent to the treatment plant administrative area. There are typically two one-ton cylinders at the water plant.

Chlorine gas is highly toxic and corrosive and has been placed in Toxicity Category I (indicating the highest degree of acute toxicity) for oral, dermal, eye and inhalation effects. When chlorine liquid converts to gas, it expands 457 times. Additionally, chlorine gas is 2.5 times heavier than air. In the event of a catastrophic chlorine leak at the water plant, a significant amount of the town will need to be evacuated. However, the Raleigh regional HAZMAT team is the dedicated responder, and it would take some time for them to arrive given the distance. Significant impacts are unlikely to be avoided.

The disinfection process analysis included recommendations to improve the safety, accuracy and efficiency of the existing chlorine system. The existing procedures for delivery drivers to unload the cylinders is not in accordance with standard practices. Improvements to the loading dock and cylinder handling devices are needed. Additionally, only having a sliding steel door in front of the cylinders to keep them from public view is a vulnerability.

The analysis also included recommendations to convert from a chlorine disinfection process to a sodium hypochlorite disinfection process. Conversion to a sodium hypochlorite disinfection system eliminates the safety concerns of using chlorine gas. This is likely the reason most water treatment facilities now use sodium hypochlorite for disinfection. Additionally, since the demand for chlorine gas is now so low, there is only one chlorine gas supplier in North Carolina. With only one supplier, the cost and availability are of concern. We have received several force majeure notices of shortages and price hikes during and since the COVID-19 pandemic.

The Hillsborough water treatment plant has been using chlorine gas for disinfection since the early 1970s and has had no major chlorine leaks. Major chlorine leaks that cause widespread injuries are rare. However, it can and does happen. Since utilizing sodium hypochlorite will eliminate the public health risk, staff is recommending conversion of the disinfection process to sodium hypochlorite.

Project Highlights

Conversion to sodium hypochlorite for disinfection:

- Safety concerns of using chlorine is eliminated
- Regulations are much less stringent
- Eliminates the need for a Risk Management Plan (\$4,200 per year for compliance management)
- Eliminates the need for a Hazard Assessment
- Additional operational costs anticipated to be minimal
- Chemical costs estimated to increase between \$20,000 and \$30,000 /year
- Total Construction Cost (2024 Dollars) estimated at \$1,590,600
- Engineering and construction administration services estimated at \$375,000

Project Expenditures

Sodium Hypochlorite Conversion (Expenditures)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Capital - Infrastructure	\$0	\$375,000	\$1,590,600	\$0	\$0	\$0	\$0
TOTAL	\$0	\$375,000	\$1,590,600	\$0	\$0	\$0	\$0

Object	2031-32	Total
Capital - Infrastructure	\$0	\$1,965,600
TOTAL	\$0	\$1,965,600

Project Revenues

Sodium Hypochlorite Conversion (Revenues)

Object	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Debt Issuance Proceeds	\$0	\$0	\$1,511,147	\$0	\$0	\$0	\$0
Transfer From Water Fund	\$0	\$375,000	\$79,453	\$0	\$0	\$0	\$0
TOTAL	\$0	\$375,000	\$1,590,600	\$0	\$0	\$0	\$0

Object	2031-32	Total
Debt Issuance Proceeds	\$0	\$1,511,147
Transfer From Water Fund	\$0	\$454,453
TOTAL	\$0	\$1,965,600

Operating Budget Impact

Sodium Hypochlorite Conversion (Operating Impact)

Object	2024-25	2025-26	2026-27	2027-28	Total
Debt Service - Interest	\$0	\$0	\$0	\$75,557	\$75,557
Debt Service - Principal	\$0	\$0	\$0	\$70,030	\$70,030
TOTAL	\$0	\$0	\$0	\$145,587	\$145,587



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: Administrative Services
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

ITEM TO BE CONSIDERED

Subject: Hot topics for work session April 28, 2025

Attachments:

None

Summary:

Topics for the April 28 work session are still being determined.

Financial impacts:

None

Staff recommendation and comments:

None

Action requested:

None



Agenda Abstract

BOARD OF COMMISSIONERS

Meeting Date: April 14, 2025
Department: All
Agenda Section: Regular
Public hearing: No
Date of public hearing: N/A

PRESENTER/INFORMATION CONTACT

Department Heads

ITEM TO BE CONSIDERED

Subject: Staff (written reports in agenda packet)

Attachments:

Monthly departmental reports

Summary:

N/A

Financial impacts:

N/A

Staff recommendation and comments:

None.

Action requested:

Accept reports.



Administrative Services Report

March 2025

Budget

- Budget balancing continues.
- Orange County presented on reval process at March workshop.

Communications

- Website — Pest management information added to Sustainability Initiatives page. Parking study project page drafted. Working on updates to police webpages and other project pages.
- Other — Working with planning and consultant on parking study materials (survey, mapping exercise, project page, news release). Sharing information on county's revaluation. Working on emergency management improvement tasks. Preparing for meeting accessibility standards on websites and mobile apps.

Fleet Maintenance

- No updates.

Human Resources/Town Clerk

- Biweekly payrolls.

RECRUITMENT AND SELECTION	
Position	Status
Billing and Customer Service Specialist	Closed 4/6.
Graduate intern – Police	Start date: 4/21.
Graduate Intern – Administration	Start date: 6/2.
Information Technology Manager	Closed 3/23; phone interviews scheduled.
Part-time Customer Service Representative	Start date: 4/21
Police Officer	Continuous recruitment.

Diversity, Equity and Inclusion

- Following and keeping up to date with the progress of House Bill 171 Equality in State Agencies/Prohibition on DEI.
- Continued collaboration with DEI leaders throughout the state.

Information Technology

- No updates.

Safety and Risk Management

- Completed the quarterly random and CDL drug testing.
- Renewed our commitment to the Carolina Star Program.



Public Works Report: March 2025

Work Orders

61 completed

Public Spaces

82 staff hours

Stormwater Maintenance

64 Storm drains cleaned, 1,500 linear feet, and 80 staff hours

Inspections

25 Utility inspections

Special Events

Training

1 Staff member completed NIMS training

Cemetery

1 grave marked

Asphalt Repairs

3 potholes repaired



TOWN OF
HILLSBOROUGH

Utilities Department Status Report for Apr. 2025 (covering prior two months)

PROJECT/ CATEGORY	STATUS
WTP	<ul style="list-style-type: none"> • Finish water pump 1 is installed and running. • March chlorine change over flushing is complete. • The new liquid ammonium sulfate pumping system is ready to be started. Coordination with our electrician and instrumentation programmer will be scheduled soon.
WWTP	<ul style="list-style-type: none"> • The heavy rainstorm on February 12 caused us to need a second clarifier. That was the first time we ever needed two clarifiers at the same time. We discovered that the existing controls in SCADA did not work very well with two clarifiers running. We are currently working on designing a new control strategy which will also require upgrades to the control switches which are now obsolete and not as robust as needed. • The sludge belt press has required some extra attention lately. An auger broke and a large bearing went out. Staff was able to perform in-house repairs.
West Fork of the Eno Reservoir	<ul style="list-style-type: none"> • The reservoir is at approximately 52.81 (Apr. 1). 53' is the normal Phase 2 pool elevation. Water has been hovering just below spilling for a few months now. Spring rains are needed!
Misc	<ul style="list-style-type: none"> • We had a state wastewater collections system inspection on 3/21/2025 and it went very well. Kudos to Joel, Ethan and his team for being well prepared and responsive! • Xylem, who furnishes backup pumps for emergency response, finished a contingency plan for our pumping stations that have bypass pumping ports. This involved 8 stations. The plan identifies which portable pump model, operating conditions and additional hosing and connections would be needed to respond. • There will be a scheduled repair to an incoming force main and manhole near N. Churton and E. Corbin Streets coming up. This will have some traffic impacts. We believe the force main that comes from the Cemetery Pumping Station is corroded and is constricting the discharge. This was found when we went to rehabilitate the receiving manhole a few months ago. • FEMA BRIC funding has been targeted by the federal government for cancellation which will greatly impact our ability to perform two CIP projects and possibly other CIP projects if those funds must be diverted to the two key funded projects. • An amendment to a contract with ICF is being executed to assist with a formal application for the dedicated EPA STAG funding the town received for the Starfield booster pumping station. We were going to apply to repurpose the funds since BRIC funding was received but with recent news, we may go ahead and make formal application for the funds for the project.
Staffing	<ul style="list-style-type: none"> • Several of the collection and distribution staff have obtained their CDL Class A permits. • Troy Miller has been helping NCRWA with proctoring for their cross-connection test. • On 3/26, a couple of the collection and distribution system staff went to the Orange High School Ag career day event. They were able to talk with a lot of students about what they do for the town. They also took the camera trailer and demo hydrant to show off.