



City of King City Council Regular Meeting

6:00 PM Monday, August 3, 2026

City of King City Hall Council Chambers
229 S. Main St., King, NC 27021

MINUTES

The King City Council convened for its regular meeting at King City Hall, Council Chambers, 229 S. Main St., King, on Monday, August 3, 2026, at 6:00 PM. The purpose of the meeting was to discuss and make decisions on various city matters. Present at the meeting were Councilman Tyler Bowles, Mayor Pro Tem Jane Cole, Mayor Rick McCraw, Councilwoman Terri Fowler, Councilman Michael Lane, City Engineer Ben Marion, City Attorney Brad Friesen, City Manager Scott Barrow, City Clerk Nicole Branshaw, Director of Finance and Personnel Susan O'Brien, Intern City Planner Emerson Wright, Community Relations Coordinator Tiffany George, Water Plant Superintendent Mark Danley, Supervisor of Public Works Ricky Lewis, Superintendent of Public Utilities Chuck Moser, Fire Chief Steven Roberson, Assistant Police Chief Ian Tedder, Police Lieutenant K. Gallimore, Police Lt. M. Perdue, Sgt. T. Batterton and K-9 Bestla, Detective Sgt. C. Williams, Cpl. W. Meadows, Cpl. R. McGee, Officer A. Denton, Officer S. Laws, Officer J. Marrion, Senior Center Director Paula Hall, Building Inspector Ricky Gordon, Meter Reader Jacob Hartman, Public Works Maintenance Worker Drew Pressley, and Chaplain Rick Hughes.

MEETING CALLED TO ORDER

The meeting was called to order at 6:00 PM on Monday, August 3, 2026. The Pledge of Allegiance was recited, with all remaining standing for the invocation given by Chaplain Rick Hughes.

ANNOUNCEMENTS

Mayor Rick McCraw highlighted the upcoming events and closures listed on the agenda, including the Indigenous Peoples' Pow Wow scheduled for the upcoming weekend, the closure of City offices on Monday, September 7, in observance of Labor Day, the rescheduling of the September Council meeting to Tuesday, September 8, and the upcoming Stokes County Fair.

PUBLIC COMMENT

Mayor Rick McCraw opened the public comment period at 6:04 PM and read the full public comment notice into the record regarding rules of decorum, the three-minute speaker limit, the six-minute spokesperson allowance for large groups, and the thirty-minute session limit. He reminded those present that the Council would only listen and not respond, but may place topics on a future agenda.

1. Mike McKittrick (Central Park Homelessness Concerns)

Mike McKittrick, a resident of the Park Place neighborhood adjoining Central Park, addressed Council about increasing homelessness activity at Central Park. He recounted an incident from two Saturdays prior in which a citizen, Bruce Lawson, rented the park shelter for a baby shower and arrived to find an individual sleeping on a picnic table who told Mr. Lawson he needed to leave—despite Mr. Lawson having a valid paid rental. Mr. McKittrick noted that Mr. Lawson's event ultimately proceeded but with unnecessary stress and disruption.

Mr. McKittrick also described a separate encounter that same day with a prospective homebuyer from South Carolina who was considering purchasing a home in the adjacent HOA. The prospective buyer asked Mr. McKittrick directly whether the neighborhood experienced homelessness problems, noting she had heard Central Park had an issue. Mr. McKittrick expressed concern that the park's reputation was spreading beyond the city.

He further relayed that longtime resident Verna Brewer, who had historically walked in the park early in the mornings, no longer felt safe doing so. Mr. McKittrick closed by asking Council to help address the issue and stated that neighborhood residents were willing to help in any way needed.

Mayor Rick McCraw thanked Mr. McKittrick and acknowledged that Council was aware of the situation and intended to address it.

2. Joyce Trish (Traffic and Data Center Concerns)

Joyce Trish, a Walnut Cove resident, addressed two items. First, she described a frightening traffic incident on South Dalton Street in which a large lowboy trailer attempted to make a left turn at an intersection while cars were parallel parked along the street. She said she and the vehicles behind her had to back up slowly to avoid a collision, missing the trailer by about six inches.

Second, she discussed a proposed data center about one mile from her home in Walnut Cove and noted that zoning regulations developed by the Stokes County Planning Board would apply countywide. She encouraged the Council to stay engaged, saying King could face a similar situation and that a unified county effort would be needed.

3. Glenn Bennett (Maple Street and Felts Drive Traffic)

Glenn Bennett, a resident of Maple Street and Felts Drive for about 45 years, came forward without signing up in advance; the Mayor allowed him to speak. Mr. Bennett described worsening traffic conditions on his street, including vehicles leaving black tire marks, drivers running the stop sign at the bottom of the hill, and motorists responding to residents with profanity or obscene gestures when asked to slow down.

He stated that his son had nearly been struck by a vehicle years ago and that he now cannot safely walk his wife, who has suffered two strokes, in the area. He called for a stop sign at the top of the hill on Felts Drive and urged the Council to take action before someone was seriously injured. He closed with an appeal: "It'd be on y'all's conscience if somebody gets hurt."

4. Mariah Fiumara (Friends of Stokes Shelter — Back to School Movie Bash)

Mariah Pimara, FOSS Secretary and Volunteer, thanked the Council for assisting with permits for the organization's Back to School Movie Bash, scheduled for that Saturday. She announced the event would be free and open to the public, featuring over 125 backpacks and school supplies, hot dogs donated by Mitchell's, and a screening of The Secret Life of Pets. She noted Friends of Stokes Shelter is the only no-kill animal shelter in Stokes County and expressed deep gratitude for the community's ongoing support. She distributed flyers and encouraged attendees to help spread the word.

Mayor Rick McCraw closed the public comment session at 6:14 PM. ****SEE DOCUMENT 1****

1. ADJUSTMENTS TO AGENDA

Mayor Rick McCraw asked if there were any adjustments to the agenda. No Council members offered any adjustments.

Motion: Councilman Michael Lane made a motion to approve the agenda as presented. Councilwoman Terri Fowler seconded. Motion carried unanimously 4-0.

2. CONSENT AGENDA

Mayor Rick McCraw explained that the consent agenda items were considered noncontroversial and administrative in nature. No items were pulled from the consent agenda for separate discussions.

The following consent items were approved:

A. Approval of Minutes

a. July 6, 2026, City Council Regular Meeting

B. Budget Amendment 2026-07.01

C. Request for a Public Hearing to Amend Chapter 14 - Floods

D. Request for a Public Hearing by Justin & Marty Myers of Lewisville/East Bend, NC for a Conditional Rezoning of 24.52 acres from L-I to CZ-H-I.

Motion: Mayor Pro Tem Jane Cole moved to approve the Consent Agenda. Councilwoman Terri Fowler seconded. Motion carried unanimously 4-0. ****SEE DOCUMENT 2****

NEW EMPLOYEES

A. A.Introduction to the New Employees

Introduction to the New Employees

Mayor Rick McCraw expressed enthusiasm for this portion of the meeting, remarking on the dedication of city employees who work "night and day" for the community.

New employee Drew Presley will be working for the Public Works Department and was introduced by Supervisor of Public Works Ricky Lewis. Mayor Rick McCraw noted he saw Mr. Presley working early that morning picking up limbs on his street and welcomed him warmly. Council members echoed their welcome.

Jacob Hardman will be working for the Public Utilities Department as a Meter Reader and was introduced by Superintendent of Public Utilities Chuck Moser. Mayor Rick McCraw highlighted the extensive geographic reach of the city's water lines, stretching nearly to Reagan High School in one direction and Sauratown Fire Department in another, noting the demands placed on meter readers.

New employee Spencer Everhart will be working at the Water Treatment Plant and was introduced by Water Plant Superintendent Mark Danley. Mayor Rick McCraw noted with appreciation that the Water Treatment Plant is now fully staffed.

Adam Denton is a Police Corporal, introduced by Assistant Police Chief Ian Tedder. Assistant Police Chief Ian Tedder noted that Corporal Denton brings approximately 21.5 years of law enforcement experience, having previously served with a sheriff's office. He briefly stepped away from law enforcement before returning, and the department was fortunate to have him. Mayor Rick McCraw noted the privilege of having sworn him in and welcomed Corporal Denton's experience to the King Police Department.

4. PUBLIC HEARING

A. PUBLIC HEARING - Voluntary Annexation Request by Zachary & Nicole Burick D.B.A. (1100 Meadowbrook Dr., LLC)

The Mayor opened the public hearing for comment at 6:27 PM. No citizens had signed up to speak, and the public hearing was closed at 6:27 PM.

City Planner Intern Emerson Wright presented Mr. and Mrs. Burick's request to voluntarily annex their 3.43-acre tract on Meadowbrook Drive into the city limits, consistent with the city's utility extension policy. Mr. Wright noted this would be a non-contiguous annexation and recommended approval of Ordinance 2026-10, effective August 3, 2026, with the ordinance and plat map filed within 30 days per North Carolina General Statutes.

Council members expressed enthusiasm about continued growth in the Meadowbrook Drive area, particularly as water and sewer extensions enable further development.

Motion: Councilwoman Terri Fowler made a motion to approve Ordinance 2026-10, effective August 3, 2026, and directed that the ordinance and plat map be recorded within 30 days per North Carolina General Statutes. Mayor Pro Tem Jane Cole seconded the motion. Motion carried unanimously 4-0. ****SEE DOCUMENT 3****

B. PUBLIC HEARING - Voluntary Annexation Request by Matthew Greene D.B.A. - (Reaper Holdings, LLC).

The Mayor opened the public hearing for comment at 6:28 PM. No citizens had signed up to speak, and the public hearing was closed at 6:28 PM.

City Planner Intern Wright presented Mr. Greene's request to voluntarily annex his 3.43-acre tract at 1060 Meadowbrook Drive into the city limits, consistent with the city's utility extension policy. This annexation would likewise be non-contiguous. Staff recommended approval of Ordinance 2026-11, effective August 3, 2026, with the ordinance and plat map recorded within 30 days per North Carolina General Statutes.

Council again expressed enthusiasm for the growth occurring along the Meadowbrook Drive corridor.

Motion: Motion to approve Ordinance 2026-11 with an effective date of August 3, 2026, and directing that the ordinance and plat map be recorded within 30 days per North Carolina General Statutes was made by Councilman Michael Lane and seconded by Councilwoman Terri Fowler. Motion carried unanimously 4-0. ****SEE DOCUMENT 4****

5. DISCUSSION ITEMS

A. Discussion & Consideration - Ordinance to Amend Chapter 20

City Attorney Brad Friesen introduced a proposed amendment to Chapter 20 of the King City Ordinances, specifically the section governing prohibited acts in public parks and recreation facilities. He explained that the amendment primarily addresses vehicle parking in city parks.

Attorney Friesen outlined the key provisions: parking facilities would be broadly defined to include parking lots, driveways, and other areas; individuals would be limited to 30 minutes of occupancy in a parked vehicle, after which they must leave and may not return for two hours. Exceptions were built in for people attending park events, shelter rentals, and those with written permission. The ordinance would also contain a prohibition on sleeping in vehicles. A violation would allow law enforcement or authorized city

personnel to direct the person to leave, and non-compliance would constitute trespass, carrying a criminal penalty.

Attorney Friesen emphasized that because the ordinance carries a criminal penalty, it cannot be adopted at the same meeting where it is first introduced under North Carolina General Statutes and therefore could not be voted on that evening. He noted that the specific time limits — 30 minutes for parking, 2 hours before return — were placeholders for discussion and that Council was free to adjust them.

Councilman Lane said he appreciated that the exception for event participants addressed his initial concern. However, he suggested the 30-minute window could be shortened — perhaps to 15 minutes — to make enforcement more practical, noting that officers would have to observe a vehicle for less time before being able to act. "I can't think of any reason that a person will need to sit there for 30 minutes in their car," he said.

Attorney Friesen acknowledged the logic and noted that the time could be set as low as five minutes if Council chose, explaining that the 30 minutes was an attempt to accommodate, for example, someone eating lunch in their car.

Mayor Pro Tem Cole agreed with shortening the time and asked to hear from other Council members before settling on a figure.

Mayor McCraw raised the practical concern of enforcement, noting that officers would need to actively monitor the parking areas on an ongoing basis and that some individuals are chronic violators. He noted the amendment's greatest operational benefit would be giving personnel the legal authority to direct individuals to leave.

Mayor Pro Tem Cole referenced a provision in the draft that would allow the city manager to designate city employees — such as the park attendant at Central Park — to exercise the authority to ask people to leave. She suggested that the park's current employee could play a key monitoring role.

Assistant Police Chief Ian Tedder acknowledged the enforcement burden and noted that other municipalities use designated park rangers, sworn or non-sworn, for exactly this type of role.

Mayor Pro Tem Cole moved to expand the ordinance to include a prohibition on sleeping in public parks generally, not merely in vehicles, noting that sleeping on park benches and picnic tables was also a concern. Attorney Friesen indicated that a separate provision — for example, a proposed Section 27 stating "no sleeping in parks owned by the city" — could be added.

Councilman Lane raised a critical point, noting that the city's firefighters sleep on city property as part of their work duties, and urged careful drafting to ensure city employees acting in an official capacity are explicitly exempted from any such prohibition. Attorney Friesen confirmed that an employee-acting-in-scope exception would be incorporated.

Mayor Pro Tem Cole observed that the problem of homelessness in the city was becoming progressively worse and that firmer rules and regulations were needed. "We need to have some rules and regulations on how to control that," she said, adding that she felt the ordinance was "much needed in our city."

The Mayor noted that because it is a public park, the city has some limitations, but emphasized that the ordinance was an important step toward giving law enforcement and city staff the tools they need.

Council reached consensus on bringing the ordinance to a vote at the September meeting, with direction to City Attorney Brad Friesen to incorporate the suggested changes, including shorter parking time limits

and an express prohibition on sleeping in city parks with an exemption for city employees in the scope of their duties.

Motion: Motion to place the ordinance amending Chapter 20 on the agenda for adoption at the September 8, 2026 Council meeting was made by Mayor Pro Tem Jane Cole and seconded by Councilwoman Terri Fowler. Motion carried unanimously 4-0.

6. ACTION ITEMS

A. Retirement of K-9 Bestla

Assistant Police Chief Tedder introduced Sergeant Batterton and Canine Bestla, inviting them to step forward. He provided background on Bestla's service: she was donated to the King Police Department by the Hess family in 2019, arrived untrained, and was trained by the department's experienced canine officers — including Steve Laws and Chad Williams — in narcotics detection and article search, among other disciplines. Bestla has been credited with numerous successful finds throughout her career.

Assistant Police Chief Tedder noted that Bestla had experienced medical issues resulting in the loss of one of her legs but had continued to work with great determination. He noted she "actually wants to keep working," but that the time had come for her retirement.

The Mayor observed that Bestla appeared remarkably active and energetic. Sergeant Batterton confirmed that Bestla had become the family's "fourth child," sharing a birthday with his youngest. Council members expressed warm appreciation for Sergeant Batterton's care for Bestla through her surgeries and illness.

Councilman Lane addressed Sergeant Batterton directly: "Todd, I know this has been difficult for you to go through. Thank you. The surgeries, all those things, and thank you for your care of one of our canine officers."

Mayor Pro Tem Cole thanked both Bestla and the Batterton family, noting that she was "really grateful that Bestla is gonna get to have a rest" and thanked the family for their sacrifice.

The Mayor referenced recent news coverage of a shooting at a local restaurant, noting that a canine had located the discarded firearm, underscoring the vital role canines play in the department.

The adoption purchase price was set at \$1.00.

Motion: Motion to approve Resolution 2026-20 authorizing the retirement of Canine Bestla and authorizing the adoption purchase by the handler, Sergeant Batterton, effective August 3, 2026, for the amount of \$1.00, was made by Councilman Michael Lane and seconded by Councilman Tyler Bowles. Motion carried unanimously 4-0. ****SEE DOCUMENT 5****

B. Event request from Dane Heath (Downtown King Partnership) – Amend Dinner on Dalton event

Dane Heath of the Downtown King Partnership came before Council to request approval for a modified version of the organization's annual Dinner on Dalton fundraiser. Mr. Heath provided context: the event has been held for two years and has been wildly successful — so much so that available staging space for a traditional sit-down dinner was no longer sufficient. "We're a little bit of a victim of our own success," he said.

In response, the Downtown King Partnership developed a new concept called End of Summer's Soiree, planned for Sunday, October 4, 2026, from 4:00 PM to 8:00 PM. The event would feature food stations rather than a formal sit-down dinner, with a more casual, flowing atmosphere. Mr. Heath described a seafood theme, with shrimp and oysters being discussed. He noted there would be beach music.

Mr. Heath requested a street closure on Dalton Street between Maple and Main from 12:00 noon to 10:00 PM to allow time for setup, the event (4:00–8:00 PM), and teardown. He also requested that the city co-sponsor the event, as in past years, to help offset costs for fire, security, and related services, and noted that the organization had submitted an event application. Upon approval, the organization would secure insurance and an ABC permit.

Council members expressed enthusiasm and appreciation. Councilman Bowles said he had always enjoyed the event and was looking forward to seeing what this iteration would bring. Councilman Lane thanked the Partnership for putting it on and noted his appreciation for how it has raised funds for the organization. Councilman Fowler noted regretfully that she would be out of town for this year's event.

Motion: *Motion to approve the event request from the Downtown King Partnership for the amended Dinner on Dalton event, with a street closure on Dalton Street between Maple and Main from 12:00 noon to 10:00 PM on October 4, 2026, was made by Mayor Pro Tem Jane Cole and seconded by Councilman Tyler Bowles. Motion carried unanimously 4-0. **SEE DOCUMENT 6***

C. Speed Limit Changes to Maple Street and Felts Drive

City Engineer Ben Marion presented a proposal to reduce the posted speed limit on Maple Street and add additional signage on Felts Drive. He explained that under the city's ordinance, any city-maintained roadway without a posted speed limit defaults to 35 mph. In response to growing complaints about speeding in the Maple Street and Felts Drive area — consistent with the concerns raised during public comment — the police department conducted a spot study and, working with the engineering department, recommended a reduction.

The proposal called for reducing the speed limit on Maple Street from 35 mph to 20 mph, implemented through six new speed limit signs. Felts Drive, already posted at 10 mph, would receive additional signs—eight new signs—as only one sign currently covers the entire street. The changes would be enacted through Ordinance 2026-13.

Councilman Lane expressed strong support, saying the street's narrow character makes 35 mph feel like "you're sitting at Daytona." He praised the citizen input that brought the issue forward and hoped the change would give law enforcement a meaningful ability to act.

Mayor Pro Tem Cole agreed and asked about traffic management during downtown events when Dalton Street is closed, noting that drivers diverted through Maple Street sometimes cannot turn around and create a cascading problem. She asked whether a flashing message board or barricade could be deployed to prevent through traffic from entering the area.

Fire Chief Steven Roberson confirmed the department has one such flashing message board but that it is in high demand and typically deployed on higher-traffic corridors such as US-52, King Street, or South Main Street.

Assistant Police Chief Ian Tedder suggested flashing radar speed signs, similar to those used by NCDOT in communities like Danbury, and noted that other municipalities had purchased them. He estimated the cost at approximately \$7,000, though Council members initially cited figures ranging from \$15,000 to \$20,000 before settling on the lower figure.

Councilman Lane cautioned that any barricade approach would need to address both ends of the street to be effective, and that signage would need to accompany any physical barrier.

Mayor Pro Tem Jane Cole moved to approve the ordinance and additionally directed staff — including Assistant Police Chief Ian Tedder, City Engineer Ben Marion, and City Manager Scott Barrow — to convene and develop additional recommendations for managing traffic in the area, particularly during events.

Motion: *Motion to adopt Ordinance 2026-13 reducing the speed limit on Maple Street from 35 mph to 20 mph and adding speed limit signage on Maple Street and Felts Drive, and directing staff to develop additional traffic management recommendations for the area, was made by Mayor Pro Tem Jane Cole and seconded by Councilman Tyler Bowles. Motion carried unanimously 4-0. **SEE DOCUMENT 7***

D. Agreement with Life Safety Inspection Vault, LLC (LIV)

Fire Chief Roberson presented a request for Council to authorize the city to enter into an agreement with Life Safety Inspection Vault, LLC (LIV), a third-party, web-based cloud records management platform.

Chief Roberson explained that the fire department regularly encounters challenges during required fire inspections when trying to obtain proper documentation of testing, maintenance, and inspection records for fire protection systems—including fire alarms, fire sprinkler systems, kitchen suppression systems, and fire extinguishers. These records are frequently submitted to corporate offices or landlords rather than on-site staff, making verification difficult and time-consuming for fire inspectors.

LIV would serve as a centralized portal: fire protection contractors would register with LIV and be required to submit their records into the system. Fire department personnel could then log in before or after an inspection to verify that all required documentation was current and complete. Chief Roberson cited a recent local fire alarm issue as an example where this access would have been beneficial.

LIV charges the fire protection contractor a base fee of \$18.00, with the agreement allowing the city to assess an administrative fee of \$5.00 on top of that, for a total of \$23.00 per contractor submission. Chief Roberson emphasized that this fee falls on the fire protection contractor, not on local businesses or building owners.

The department modeled its fee structure on Fayetteville, NC. Chief Roberson indicated that the recommendation was for Council to authorize him to sign the agreement and adopt Resolution 2026-27 establishing the \$5.00 administrative fee.

Councilman Lane confirmed his understanding of the fee structure and asked whether the administrative fee was typical. Chief Roberson confirmed it is consistent with other jurisdictions.

Motion: *Motion to approve Resolution 2026-27, authorizing the Fire Chief to sign the agreement with Life Safety Inspection Vault, LLC and approving the \$5.00 administrative fee, was made by Councilwoman Fowler and seconded by Mayor Pro Tem Cole. Motion carried unanimously 4-0. **SEE DOCUMENT 8***

E. Emergency Medical Services Agreement with Wake Forest University Health Sciences for Fire Department Medical Program

Fire Chief Roberson presented a request for a new Emergency Medical Services agreement with Wake Forest University Health Sciences to support the King Fire Department's medical program, which has operated a BLS/ALS transport program since 2003.

Chief Roberson explained that North Carolina law requires a licensed physician to serve as medical director for programs like this. Since the program's inception, the department has worked with the same physician, Dr. Dale Nelson, who retired effective June 30, 2026. Dr. Chris Davis — a Stokes County resident, Pinnacle community member, practicing physician at Atrium Wake Forest Baptist Health, and former firefighter/paramedic in Durham — was selected to serve as the new medical director, with the support of both Stokes County EMS and the King Fire Department. Dr. Davis had served as assistant medical director under Dr. Nelson since approximately 2015.

Chief Roberson outlined the agreement's terms: a three-year term, a built-in escalator clause, and a 30-day termination notice provision. The first-year cost is \$3,600.00, which was budgeted in the current fiscal year.

City Attorney Friesen addressed a conflict-of-interest matter: the law firm of Bille, Davis & Pitt, which represents the City of King, also represents Wake Forest University Health Sciences. Under the North Carolina Rules of Professional Conduct, this conflict can be waived provided both parties are informed and the same attorney does not represent both sides in any future dispute. Attorney Friesen recommended that Council adopt the conflict waiver resolution and confirmed that in any dispute arising from this contract, the firm would not represent either party. He stated he had reviewed the contract and recommended approval.

Council raised no substantive questions about the agreement's terms.

Motion: *Motion to approve the Emergency Medical Services Agreement with Wake Forest University Health Sciences for the King Fire Department Medical Program, authorizing the Fire Chief to execute the agreement, and adopting the conflict waiver Resolution 2026-26, was made by Councilwoman Fowler and seconded by Mayor Pro Tem Cole. Motion carried unanimously 4-0. **SEE DOCUMENT 9***

F. Adopt Or Set a Public Hearing to Amend Chapter 4 – Animals.

City Attorney Friesen introduced a proposed amendment to Chapter 4 of the King City Ordinances, which governs animal nuisance regulations — covering how residents must maintain ponies, chickens, hogs, rabbits, dogs, and noisy animals.

Attorney Friesen explained that the current enforcement mechanisms are limited: the city can either pursue a criminal misdemeanor charge or file a civil lawsuit to establish a nuisance. Both avenues carry procedural complexity. The proposed amendment would add a civil penalty option, allowing the city to assess a fine and sue to collect it if unpaid—a much more practical enforcement tool. The proposed civil penalty would be \$100.00 per day for each violation.

He noted the city had encountered situations where citizens approached for animal nuisance violations had been unresponsive to staff, and that having a civil penalty available would significantly strengthen the city's hand.

Attorney Friesen clarified that unlike the Chapter 20 amendment discussed earlier, this ordinance does not carry a criminal penalty, and therefore it is not legally required to be held over to a second meeting — Council could adopt it that evening if it chose.

All four Council members indicated they were comfortable acting on the amendment immediately, with Mayor Pro Tem Cole observing: "I always think that the more tools we have in our toolbox to deal with things like this, the better because we are growing city."

The Mayor noted that citation authority would rest with police officers and the city manager or the city manager's designee—in practice, likely planning staff—with City Planner Intern Emerson Wright cited as an example.

Motion: Motion to adopt Ordinance 2026-12 amending Chapter 4 – Animals to add a civil penalty of \$100.00 per day per violation was made by Councilman Lane and seconded by Councilman Bowles. Motion carried unanimously 4-0. ****SEE DOCUMENT 10****

G. Transfer of Ownership of Police Canine “Truus” from the City of Durham to the City of King.

Assistant Police Chief Tedder introduced the item, noting that through the department's established connections in the canine community, the King Police Department learned that the City of Durham was moving in a different direction with one of its canines — a three-year-old Dutch Shepherd named Truus.

Assistant Police Chief Tedder explained that the department's experienced canine officers evaluated Truus in Durham and were impressed. "She is very in tune with some of our best K-9s that we've ever had," he said. Truus is a fully certified "control dog," trained in active entry/apprehension and tracking, among other disciplines. The new handler would attend handler school at the facility from which Durham originally acquired the dog — a company already familiar with Truus — providing additional assurance of a smooth transition.

The acquisition would cost no money for the dog itself, saving about \$11,000 compared to procuring a new canine. Training costs would be absorbed within the existing police department budget, as Truus would essentially replace the budget line previously allocated for Bestla.

City Attorney Friesen noted he was still finalizing the transfer agreement with Durham's legal team and had received Truus's complete veterinary and training records as of the prior Friday. Attorney Friesen recommended that Council authorize the Police Chief to execute the agreement once it met the City Attorney's satisfaction, rather than waiting for a final version to return to Council.

Councilman Lane asked about Truus's training profile. Assistant Police Chief Tedder confirmed she is a full control dog — apprehension, tracking, narcotics, and more. With Truus's addition, the department would have four canines total: three on patrol shifts and one assigned to CID for drug-related work.

Councilman Lane asked why Durham was relinquishing the dog and whether the training concerns associated with that handler might resurface. Assistant Police Chief Tedder explained that the issue appeared to be a compatibility problem between Truus and her Durham handler — "user error," as Mayor Pro Tem Cole summarized — rather than a deficiency in the dog itself. He expressed confidence that the King Police Department's experienced canine team had identified the root cause and that it would not recur.

Councilman Bowles acknowledged the situation "sounds too good to be true" but, after hearing the explanation, indicated he was comfortable proceeding.

Mayor Pro Tem Cole confirmed that all veterinary and administrative costs could be absorbed within the existing budget, noting that Bestla's retirement effectively freed up resources for Truus.

Motion: Motion to adopt Resolution 2026-22 authorizing the Police Chief or City Manager to execute the transfer agreement with the City of Durham for canine Truus, subject to City Attorney approval of the final agreement, was made by Councilman Lane and seconded by Councilman Bowles. Motion carried unanimously 4-0. ****SEE DOCUMENT 11****

6. DEPARTMENTAL REPORTS

The Mayor invited Council members to raise any questions or concerns regarding the departmental reports. The Council acknowledged receipt of all departmental reports.

Motion: Mayor Pro Tem Jane Cole moved to accept the departmental reports. Councilwoman Terri Fowler seconded. Motion carried unanimously 4-0.

ITEMS OF GENERAL CONCERN

Items of General Concern:

Councilwoman Fowler stated she had no formal concerns but expressed regret at having missed the Fourth of July parade and fireworks event at Rec Acres, noting that she had received many positive comments about both. She thanked city employees for their continued work.

Councilman Lane thanked the new employees introduced that evening, noting that "whether it's actually treating the water or reading the meter or whatever it is, we sure do appreciate all the work." He also thanked citizens who attended, noting: "It's one thing to complain about a government or make comments about a government. It's another thing to show up and be part of the process." He spoke thoughtfully about the challenge of homelessness, acknowledging that the absence of a home is not itself illegal, but that many acts associated with homelessness are, and that the Council was working to balance constitutional rights with the needs of residents.

Councilman Bowles echoed thanks to city staff and citizens alike, noting his personal preference for face-to-face engagement over phone, text, or email.

Mayor Pro Tem Cole thanked the Council for working together to move items forward, noted the city's growth will require even more of Council in the coming years, and expressed appreciation to staff — particularly noting high call and email volume received by staff in managing citizen concerns.

The Mayor highlighted several recent community events: the Stokes County League of Local Government gathering held at Five Forks on Dalton, which he described as a great opportunity to build unity across the county; the Heritage Day at the Spainhouer Cabin, noting visitors had come from across the United States and even from Switzerland to connect with the cabin's history; and Walnut Cove Fire Department's 70th anniversary celebration, which he attended the prior day. He again commended first responders for their work at the recent local restaurant shooting and reiterated the importance of the canine program.

CLOSED SESSION

NC General Statute 143-318.11(a)(3) Closed Session for the Purpose of Attorney/Client Privilege.

Motion: Councilwoman Terri Fowler moved to enter into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) for the purpose of preserving attorney-client privilege. Mayor Pro Tem Jane Cole seconded the motion. The motion carried unanimously, 4-0.

The Council entered Closed Session at 7:43 PM.

The Council returned from Closed Session at 8:40 PM. The meeting returned to open session at 8:40 PM.

The Mayor announced that the Council took no action in Closed Session.

ADJOURNMENT

Motion: Motion to adjourn was made by Councilwoman Terri Fowler and seconded by Councilman Tyler Bowles. Motion carried unanimously 4-0.

The meeting was adjourned at 8:41 PM.

The meeting stood adjourned.

***** Clerk's Note: See Documents 1-11 for supporting documents. *****

Attest:

Approved by:

Nicole Branshaw, City Clerk

Richard E. McCraw, Mayor



Date: August 3, 2026



PUBLIC COMMENT SIGN-UP SHEET

All persons who wish to speak MUST sign up for the Public Comment period unless you wish to speak during a public hearing, in which case you must sign up for the Public Hearing. ALL SPEAKERS ARE LIMITED TO 3 MINUTES.

PLEASE PRINT ALL INFORMATION

	NAME	ORGANIZATION (If Any)	ADDRESS	PHONE	SUBJECT	City Resident?
1.	Mike McWhirter	Park Place	115 Park Place		Central Park	☒ yes ☐ no
2.	Joyce Triche		1070 Wildwood Rd		Driving to Downtown Hwy	☐ yes ☒ no
3.						☐ yes ☐ no
4.						☐ yes ☐ no
5.						☐ yes ☐ no
6.						☐ yes ☐ no
7.						☐ yes ☐ no
8.						☐ yes ☐ no
9.						
10.						
11.						
12.						
13.						

BOARD: City Council

DATE: 8-3-2026

DOCUMENT #: 1 PAGES: 1

In many cases, the City Council will receive your comments but take no action at the meeting.

A staff member will contact you to follow up on your concerns.

CITY OF KING
BUDGET AMENDMENT 2026-07.01

BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 2 **PAGES:** 1

Be it hereby ordained by the City Council of the City of King that the following amendment be made to the Budget Ordinance adopted on the 4th day of May 2026, as follows:

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

<u>General Fund Expenditures</u>	<u>Decrease</u>	<u>Increase</u>	<u>New Approp.</u>
Fire		37,407	4,368,316
Planning		20,849	621,643
Streets		22,298	452,544
Total	0	80,554	

This will result in an increase in the expenditures of the General Fund. The above changes in expenditures will require the following adjustment to revenues.

<u>General Fund Revenues</u>	<u>Decrease</u>	<u>Increase</u>	<u>New Approp.</u>
GF Revenues			12,609,484
GF Fund Balance Appropriated		80,554	80,552
Total	0	80,554	

Section 3. Copies of the budget amendment shall be furnished by the City Clerk to the City Council to the Mayor, Budget Officer and Finance Director for their directions.

Adopted this the 3rd day of August, 2026.

Attest: Nicole Branshaw
Nicole Branshaw, City Clerk

Richard E. McCraw
Richard E. McCraw, Mayor



BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 3 PAGES: 3

FILED 08/17/2026 03:35:01 PM
BOOK 806
PAGE 2125 THRU 2126
INST # 2026004348
Excise Tax: \$0.00

Stokes County, NC
Brandon S. Hooker
Register of Deeds



CITY OF KING
ORDINANCE NO. 2026-10
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF KING, NORTH CAROLINA

WHEREAS, the City Council of the City of King has been petitioned under G.S. 160A-58.1, as amended, to voluntarily annex the areas described herein: and

WHEREAS, the City Council of the City of King has, by resolution, directed the city clerk to investigate the sufficiency of said petition and by resolution set the public hearing; and

WHEREAS, the city clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the City Hall, 229 South Main Street, King, North Carolina, at six o'clock p.m. on the 3rd day of August 2026; and

WHEREAS, the City Council of the City of King does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of King, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described property is hereby annexed and made part of the City of King as of the 3rd day of August 2026.

(SEE ATTACHED BOUNDARY DESCRIPTIONS AND MAP)

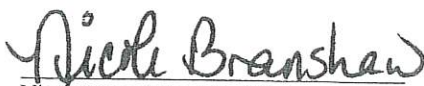
(The tract being located at 1100 Meadowbrook Drive and being made up of 1 lot containing 3.43-acres and being listed on SCTM as 5981-89-8728)

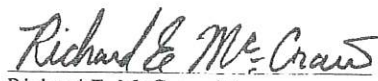
Section 2. Upon and after the 3rd day of August 2026, the described property shall be subject to all debts, laws, ordinances, and regulations in force in the City of King and shall be entitled to the same privileges and benefits as other parts of the City of King.

Section 3. The Mayor of the City of King shall cause to be recorded in the office of the Register of Deeds of Stokes County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, hereof, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 160A-29, and various other state and local departments.

Adopted this the 3rd day of August 2026.

ATTEST:


Nicole Branshaw, City Clerk


Richard E. McCraw, Mayor

City Seal:



Lying and being in Yadkin Township, Stokes County, North Carolina and standing in the name of 1100 Meadowbrook Dr, LLC as described in DB 773, PG 2148 and being Tract 1 as shown on recorded plat for "Walter F. Speas, Jr. et al" (PB 22, PG 44), bounded on the Northwest by Benjamin Gray Goff, et al, on the Northeast by Carl Franklin Calloway and Monnette L. Cook, on the East by Reaper Holdings, LLC, on the South by Meadowbrook Drive and being more particularly described as follows:

Beginning at a 5/8" rebar near the North right of way of Meadowbrook Drive, said rebar being the following three courses near the North right of way of said road from a 5/8" rebar (Grid coordinates of N:919,532.18', E:1,589,261.52'), S 89°06'30" W a distance of 119.14' to a point, thence N 89°23'30" W a distance of 101.11' to a point, thence N 87°29'30" W a distance of 226.02' to the point of **Beginning**, thence on a line near the North right of way line of Meadowbrook Drive, N 87°29'30" W a distance of 380.61' to a concrete monument near the North right of way of said road, said monument being the SE corner of the Goff property (DB 641, PG 1591 & PB 6, PG 205), thence with the SE line of Goff, N 47°41'04" E a distance of 871.41' to a 1 3/8" aluminum pipe, Goff's corner in the SW line of Calloway (DB 681, PG 278 & PB 6, PG 274), thence along the line of Calloway, S 40°54'20" E a distance of 85.61' to a 3/4" pipe, the SW corner of Calloway and the NW corner of Cook (DB 761, PG 619 & PB 20, PG 68), thence with the line of Cook, S 40°28'40" E a distance of 24.39' to a point, the Northern most corner of Reaper Holdings, LLC (DB 772, PG 570 & Tract 2 of PB 22, PG 44), thence along the NW line of Reaper Holdings, LLC, S 32°52'01" W a distance 10.00' to a 5/8" rebar and continuing a distance of 609.15' for a total distance of 619.15' to the point of **Beginning**, and containing 3.434 Acres.



PUBLIC HEARING

PUBLIC HEARING - Voluntary Annexation Request by Zachary & Nicole Burick D.B.A. 1100 Meadowbrook Dr., LLC

All persons who wish to speak MUST sign up for the Public Hearing. ALL SPEAKERS ARE LIMITED TO 3 MINUTES.

PLEASE PRINT ALL INFORMATION

[illegible]

BOARD: City Council

DATE: 8-3-2026

DOCUMENT #: 4 PAGES: 3

FILED 08/17/2026 03:35:02 PM

BOOK 806

PAGE 2127 THRU 2128

INST # 2026004349

Excise Tax: \$0.00

Stokes County, NC

Brandon S. Hooker

Register of Deeds



CITY OF KING
ORDINANCE NO. 2026-11
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF KING, NORTH CAROLINA

WHEREAS, the City Council of the City of King has been petitioned under G.S. 160A-58.1, as amended, to voluntarily annex the areas described herein: and

WHEREAS, the City Council of the City of King has, by resolution, directed the city clerk to investigate the sufficiency of said petition and by resolution set the public hearing; and

WHEREAS, the city clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the City Hall, 229 South Main Street, King, North Carolina, at six o'clock p.m. on the 3rd day of August 2026; and

WHEREAS, the City Council of the City of King does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended.

NOW THEREFORE, **BE IT ORDAINED** by the City Council of the City of King, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described property is hereby annexed and made part of the City of King as of the 3rd day of August 2026.

(SEE ATTACHED BOUNDARY DESCRIPTIONS AND MAP)

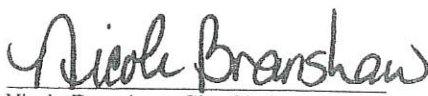
(The tract being located at 1060 Meadowbrook Drive and being made up of 1 lot containing 3.43-acres and being listed on SCTM as 5981-99-1713)

Section 2. Upon and after the 3rd day of August 2026, the described property shall be subject to all debts, laws, ordinances, and regulations in force in the City of King and shall be entitled to the same privileges and benefits as other parts of the City of King.

Section 3. The Mayor of the City of King shall cause to be recorded in the office of the Register of Deeds of Stokes County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, hereof, together with a duly certified copy of the ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 160A-29, and various other state and local departments.

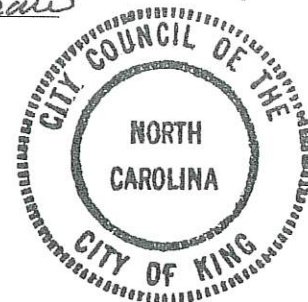
Adopted this the 3rd day of August 2026.

ATTEST:


Nicole Branshaw, City Clerk


Richard E. McCraw, Mayor

City Seal:



Lying and being in Yadkin Township, Stokes County, North Carolina, and standing in the name of Reaper Holdings, LLC as described in DB 772, PG 570 and being Tract 2 as shown on recorded plat for "Walter F. Speas, Jr. et al" (PB 22, PG 44), bounded on the Northwest by 1100 Meadowbrook Drive, LLC, on the Northeast by Monnette L. Cook and Tammy Demertzis, on the East by Walter F. Speas, Jr. et al, on the South by Meadowbrook Drive and being more particularly described as follows:

Beginning at a 5/8" rebar (Grid coordinates of N:919,532.18', E:1,589,261.52') at the North right of way of Meadowbrook Drive, thence the following three courses near the North right of way of said road, S 89°06'30" W a distance of 119.14' to a point, thence N 89°23'30" W a distance of 101.11' to a point, thence N 87°29'30" W a distance of 226.02' to a 5/8" rebar, the Southern most corner of 1100 Meadowbrook Dr, LLC (DB 773, PG 2148 & Tract 1 PB 22, PG 44), thence along the SE line of 1100 Meadowbrook Dr, LLC, N 32°52'01" E a distance of 609.15' to a 5/8" rebar and continuing 10.00' for a total distance of 619.15' to a point in the SW line of Cook (DB 761, PG 619 & PB 20, PG 68), thence with the SW line of Cook and Demertzis (DB 761, PG 622 & PB 20, PG 68), S 40°28'40" E a distance of 288.00' to a 3/4" pipe, the Northern most corner of Speas (PB 22, PG 43); said pipe being N 40°28'40" W 152.59' from a 3/4" pipe, the Southern most corner of Demertzis; thence two courses with the Western lines of Speas, S 28°39'15" W a distance of 165.76' to a 5/8" rebar, thence S 00°53'30" E a distance of 164.64' to the point Of **Beginning**, and containing 3.433 Acres.



PUBLIC HEARING SIGN-UP SHEET

PUBLIC HEARING

PUBLIC HEARING - Voluntary Annexation Request by Matthew Greene D.B.A. Reaper Holdings, LLC

All persons who wish to speak MUST sign up for the Public Hearing. ALL SPEAKERS ARE LIMITED TO 3 MINUTES.

PLEASE PRINT ALL INFORMATION

[illegible]

BOARD: City Council

DATE: 8-3-2026

DOCUMENT #: 5 PAGES: 2



**CITY OF KING
Resolution 2026-20**

**A RESOLUTION AUTHORIZING THE SALE OF RETIRED K-9
"BESTLA"**

WHEREAS, the City Council of the City of King finds that Police K-9 "Bestla" can no longer perform the duties required of a police K-9 and has received a recommendation from her veterinarian that she be retired; and

WHEREAS, N.C. Gen. Stat. § 17F-21 authorizes the City of King to transfer any service animal that is no longer fit or needed for public service at a price determined by the City of King and upon any other terms and conditions as the City of King deems appropriate to an authorized individual if that individual agrees to accept ownership, care, and custody of the service animal; and

WHEREAS, pursuant to N.C. Gen. Stat. § 17F-21 Sgt. Thomas Batterton is an individual to whom ownership of Bestla may be transferred and who has agreed to purchase retired K-9 "Bestla" from the City of King for \$1.00 and, upon accepting custody, will assume all liability and responsibility for her care for the remainder of her life; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of King authorizes the disposition and sale of retired K-9 "Bestla" to Sgt. Thomas Batterton for the amount of \$1.00, effective August 3, 2026.

Adopted this 3rd day of August 2026.

{Seal}



Richard E. McCraw

Richard E. McCraw, Mayor

ATTEST:

Nicole Branshaw

Nicole Branshaw, City Clerk

**HOLD HARMLESS AGREEMENT FOR DISPOSITION OF RETIRED POLICE K-9
"BESTLA"**

The party named below, together with the party's family members, employees, agents, or authorized representatives, agrees to indemnify, hold harmless, and defend the City of King, the King Police Department, and their officers, agents, and employees from and against all suits, actions, claims, damages, losses, costs, expenses, attorney's fees, litigation costs, and judgments of every name and description brought against the City of King or the King Police Department arising from or related to the voluntary acceptance of ownership of the retired police K-9 named "Bestla."

Pursuant to N.C. Gen. Stat. § 17F-21 the King City Council authorized the transfer of ownership and sale of K-9 "Bestla" to the party named below at a regular open session on August 3, 2026. The party named below will become the owner of K-9 "Bestla" upon accepting custody of the dog and agrees to provide proper care for her for the remainder of her life. By signing below, the purchaser assumes all liability and responsibility for the dog effective upon the date of signing.

This 3rd day of August, 2026. Purchaser acknowledges that ownership, custody, care, and responsibility for K-9 "Bestla" transfer upon execution of this agreement.

Party Signature (Purchaser): 
Thomas Batterton

Witness: 

City of King Representative: 
Jordan Boyette, Police Chief



BOARD: City Council

DATE: 8-3-2026

DOCUMENT #: 6 PAGES: 1

CITY OF KING
AMENDMENT

ORDINANCE NO. 2026-01.1

AN ORDINANCE AMENDMENT DECLARING A ROAD CLOSURE FOR
SPECIAL EVENTS CO-SPONSORED BY THE KING CITY COUNCIL

WHEREAS, the City Council of the City of King acknowledges a long tradition of co-sponsoring events that raise money to benefit charities and non-profit organizations throughout the City of King and Stokes County; and

WHEREAS, the City Council of the City of King acknowledges its citizens realize a financial benefit from holding community events; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of King pursuant to the authority granted by N.C.G.S. § 20-169 that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portions of a State Highway System route:

- (1) **FEED STOKES 5-K**: Saturday, March 14, 2026, 7:00 a.m. – 10:00 a.m. (Rain date Saturday, TBD, 7:00 a.m. – 10:00 a.m.) Route description: Felts Drive, Pulliam Street, Westview Dr., Pilot View Road., E. Dalton Road, W. Dalton Road, Maple Street (**Event 8:00 a.m.**)
- (2) **MEET ME ON MAIN & 5K/FUN RUN**: Saturday, April 25, 2026, 2:00 p.m. – 10:00 p.m. (Rain date Saturday, May 2, 2026, 2:00 p.m. – 10:00 p.m.); Route Description: Dalton Road from Pulliam Street to Maple Street, South Main Street from Felts Drive to King Street (**Event 4:00 p.m. – 8:00 p.m.**)
- (3) **CANCELED: DINNER ON DALTON**: Saturday, May 16, 2026, Dalton Road from Pulliam Street to Maple Street, South Main Street from Felts Drive to King Street, 2:00 p.m. – 10:00 p.m. (**Event 5:00 p.m. – 9:00 p.m.**)
- (4) **VETERAN'S WALK**: Saturday, July 4, 2026, 8:00 a.m. – 9:00 a.m.: Route Description: South Main Street from City Hall to American Legion Post #290
- (5) **WEST STOKES HIGH SCHOOL HOMECOMING PARADE**: Friday, October 2, 2026, 4:00 p.m. – 4:45 p.m.; Route Description: Dalton Road from West School Street to White Road
- (6) **ADDED: DINNER ON DALTON**: Sunday, October 4, 2026, Dalton Road from Pulliam Street to Maple Street, South Main Street from Felts Drive to King Street, 12:00 p.m. – 10:00 p.m. (**Event 4:00 p.m. – 8:00 p.m.**)
- (7) **DOWNTOWN SAFE TRICK OR TREATING**: Saturday, October 31, 2026, 5:30 p.m. – 8:00 p.m., Route Description: Dalton Road from Pulliam Street to Maple Street, South Main Street from Felts Drive to King Street (**Event 6:00 p.m. – 8:00 p.m.**)
- (8) **KING CHRISTMAS PARADE**: Saturday, December 5, 2026, 12:30 p.m. – 4:00 p.m., Route Description: East School Street, East Dalton Road from East School Street to Main Street, and Main Street from Dalton Road to Jefferson Church Road. (**Event 1:00 p.m. – 4:00 p.m.**)

This ordinance is to become effective when signs are erected, giving notice of the limits and times of the event and implementation of adequate traffic control to guide vehicles around the event route.

Originally adopted this 2nd day of February 2026 and amended this 3rd day of August 2026.

{SEAL}




Richard E. McCraw
Mayor

Attest:


Nicole Branshaw
City Clerk



ORDINANCE NO. 2026-13
AMENDING CHAPTER 28

BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 7 PAGES: 2

**AN ORDINANCE AMENDING CHAPTER 28, TRAFFIC AND VEHICLES, OF THE
CODE OF ORDINANCES OF THE CITY OF KING, NORTH CAROLINA, TO
ESTABLISH A SPEED LIMIT OF 20 MILES PER HOUR ON MAPLE STREET**

WHEREAS, the City of King has a substantial governmental interest in protecting the health, safety, and welfare of the public through the regulation of vehicular traffic within the city, as reflected in Chapter 28 of the Code of Ordinances ("Chapter 28"); and

WHEREAS, pursuant to G.S. 20-141, the City is authorized to declare speed limit modifications within the corporate limits of the city, and Sec. 28-1(b) of Chapter 28 establishes a general speed limit of 35 miles per hour inside the corporate limits of the city, subject to the exceptions set forth in Sec. 28-1(c); and

WHEREAS, Maple Street is not currently listed among the exceptions set forth in Sec. 28-1(c) and is therefore subject to the general 35 mile per hour speed limit established by Sec. 28-1(b); and

WHEREAS, the Public Works Superintendent and the City Engineer have advised the City Council, and the City Council so finds, that traffic has increased on South Main Street and that some motorists have been using Maple Street as a cut-through to avoid the intersection of South Main Street and Dalton Road; and

WHEREAS, many residential properties abut Maple Street, multiple residents have complained about motorists speeding through the Maple Street neighborhood; and

WHEREAS, the City Council finds that the character, width, and use of Maple Street warrant a reduced speed limit to protect the safety of motorists, pedestrians, and residents along that street; and

WHEREAS, the City of King has authority pursuant to Article 8 of Chapter 160A of the North Carolina General Statutes to adopt ordinances to protect the health, safety, and welfare of its residents, and to provide for the enforcement of its ordinances, and the City hereby acts in its governmental and regulatory capacity to do so.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of King, North Carolina, that:

Section 1. Section 28-1(c) of the Code of Ordinances of the City of King, entitled 'Exceptions for certain sections of streets,' is hereby amended by adding thereto the following new entry, to be inserted in appropriate sequence among the existing twenty (20) mile per hour entries, to read as follows (new language shown as underlined text):

Speed Limit	Description
<u>20</u>	<u>Maple Street (entire street)</u>

All other entries in the table set forth in Sec. 28-1(c) shall remain unchanged and in full force and effect.

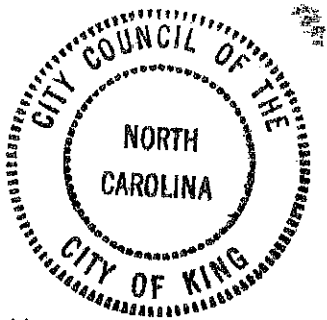
Section 2. Except as amended herein, all other provisions of Chapter 28 of the Code of Ordinances of the City of King shall remain in full force and effect.

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 4. This ordinance shall become effective upon adoption.

ADOPTED this 3rd day of August, 2026

CITY COUNCIL OF THE CITY OF KING, NORTH CAROLINA



Richard E. McCraw

Richard E. McCraw, Mayor

ATTEST:

Nicole Branshaw

Nicole Branshaw, City Clerk



**CITY OF KING
RESOLUTION NO. 2026-27**

BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 8 **PAGES:** 17

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO EXECUTE A SOFTWARE AS A SERVICE AGREEMENT AND RELATED CONTRACT ADDENDUM WITH LIFE SAFETY INSPECTION VAULT LLC

WHEREAS, the City of King, North Carolina (the "City") is a municipal corporation organized and existing under the laws of the State of North Carolina, and pursuant to N.C. Gen. Stat. § 160A-11, possesses corporate powers to be exercised by the City Council under N.C. Gen. Stat. § 160A-12; and

WHEREAS, N.C. Gen. Stat. § 160A-16 authorizes the City to make contracts, provided such contracts are in writing, and N.C. Gen. Stat. § 160A-17 authorizes the City to enter into continuing contracts, some portion or all of which are to be performed in ensuing fiscal years; and

WHEREAS, the King Fire Department has determined that it is in the best interest of the City to contract with Life Safety Inspection Vault LLC ("LIV") for use of LIV's proprietary web-based application ("Vault"), a secure cloud environment through which third-party contractors that inspect, test, and maintain fire protection systems may submit inspection reports directly to the City, thereby facilitating a more efficient review, tracking, and follow-up process to help increase testing and maintenance activity within the City's jurisdiction; and

WHEREAS, LIV has proposed a Software as a Service Agreement (the "Agreement") and an accompanying Contract Addendum (the "Addendum"), the Addendum being incorporated by reference into and entered into contemporaneously with the Agreement, copies of which have been presented to and reviewed by the City Council; and

WHEREAS, under the terms of the Agreement, the only fees and payments of any kind owed to LIV are the fees paid directly by third-party users (i.e., the inspectors submitting reports through Vault), and the City is not obligated or liable to LIV under the Agreement for any fees or payments of any kind; and

WHEREAS, the Addendum incorporates the City's standard contract terms and conditions, including without limitation a limitation on indemnification by the City consistent with the City's sovereign and other legal immunities, a non-appropriation clause conditioning the City's financial obligations on continuing allocation of funds by the City Council, and a provision establishing North Carolina law and Stokes County, North Carolina as the applicable law and forum for any dispute arising under the Agreement; and

WHEREAS, the City Council finds that entry into the Agreement and Addendum serves a valid public purpose by improving the efficiency and reliability of fire protection system inspection, testing, and maintenance reporting within the City, and that the terms of the Agreement and Addendum, including the limitations on the City's financial exposure described above, are fair and reasonable and in the best interest of the City; and

WHEREAS, the City Council desires to authorize the Fire Chief, on behalf of the City, to execute the Agreement and the Addendum and to take such further actions as may be necessary to carry out the intent of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of King, North Carolina, that the City Council hereby approves the Software as a Service Agreement and Contract Addendum with Life Safety Inspection Vault LLC, in substantially the form presented to the City Council; and

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized to execute the Agreement and the Addendum, and any related documents necessary or appropriate to complete the transaction, on behalf of the City of King; and

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

ADOPTED this 3rd day of August, 2026.

{seal}



Richard E. McCraw
Richard E. McCraw, Mayor
ATTEST: Nicole Branshaw
Nicole Branshaw, City Clerk

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("**Agreement**"), dated as of 8/3/2026 ("**Effective Date**"), is between Life Safety Inspection Vault LLC, an Delaware limited liability company ("**LIV**"), and City of King Fire Department a municipal corporation of the State of North Carolina with a principal place of business at 302 West King St. King, NC 27021 ("**Client**").

1. Acknowledgement and Acceptance.

1.1 LIV provides, through use of LIV's proprietary web-based application ("**Vault**"), a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client ("**Services**"), facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction.

1.2 The Services are owned and operated by LIV and are being provided to Client under this Agreement. Vault is controlled and offered by LIV from its facilities in the United States of America and is intended for use by United States residents only. LIV makes no representations that either the Services or Vault are appropriate or available for use in other jurisdictions. If you are a non-U.S. resident and access Vault, you do so at your own risk and are responsible for compliance with local laws and regulations.

1.3 LIV PROVIDES THE Services SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT Client ACCEPTS AND COMPLIES WITH THEM. REGISTERED USER AcknowledgeS that IT (a) haS read and understandS this Agreement; (b) ACCEPTS THIS AGREEMENT AND AGREES THAT Client IS LEGALLY BOUND BY ITS TERMS; (c) acceptS and agreeS to be bound by LIV's website Terms of Use (available at <https://www.livsafe.com/terms-of-service>) AND LIV's Privacy Policy (available at <https://www.livsafe.com/privacy-policy>); and (D) REPRESENTs AND WARRANTs THAT it has THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND itself TO ITS TERMS. IF Client DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LIV WILL NOT AND DOES NOT provide access to THE Services TO Client AND IT MUST NOT access or attempt to access THE Services OR DOCUMENTATION.

1.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR CLIENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, EXCEPT FOR THE LICENSE TO DOCUMENTATION UNDER SECTION 3.3, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SERVICES THAT CLIENT DID NOT ACCESS LAWFULLY.

2. Definitions.

(i) **"Aggregated Statistics"** means data and information related to Client's use of the Services that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

(ii) **"Agreement"** means, collectively, this Agreement, any applicable Registration Form(s), and any operating rules, policies, and procedures that LIV may publish from time to time on Vault.

(iii) **"Authorized User"** means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (A) who are authorized by Client to access and use Vault and the Services under the rights granted to Client by this Agreement and (B) for whom access to Vault has been purchased under this Agreement. Third party inspectors will not be considered employees, agents, consultants, or contractors of Client unless specifically designated in writing by the Client.

(iv) **"Documentation"** means any user manuals, handbooks, and guides relating to the Services provided by LIV, in its discretion, to Client either electronically or in hard copy form/end user documentation relating to the Services available at livosafe.com.

(v) **"Registration Form"** means, to the extent required by LIV, an order form in form and substance acceptable to LIV, filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to the Services as provided under this Agreement.

(vi) **"Client Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Services.

(vii) **"LIV IP"** means the Services, Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of the Services, but does not include Client Data.

(viii) **"Third-Party Products"** means any third-party products provided with or incorporated into the Services.

3. Access and Use.

3.1 Registration. In order to use Vault and the Services, the Client must: (a) provide certain current, complete, and accurate information about the Client as required by LIV or as required by the Registration Form, as applicable; and (b) maintain and update such registration information (**"Registration Data"**) as required to keep such information current, complete and accurate. If any Registration Data that the Client provides is untrue, inaccurate, not

current or incomplete, LIV may terminate the Client's account and the Client's rights to use the Services.

3.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 12.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access the Services.

3.3 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 12.8) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

3.4 Use Restrictions. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (d) remove any proprietary notices from the Services or Documentation; (e) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any applicable law; or (f) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client will not be liable for and will have no obligations as to use of Vault by third party contractors that inspect, test, and maintain fire protections systems.

3.5 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

3.6 Data Storage. LIV will not place any limits on the amount of memory or other computer storage that the Client may utilize through the Services.

3.7 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of the Services if:

- (a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is

using the LIV IP for fraudulent or illegal activities; (iv) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of the Services to Client or any Authorized User is prohibited by applicable law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access the Services; (any such suspension described in subsections 3.7(a) and (b), a **"Service Suspension"**).

LIV shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. LIV shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

3.8 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into the Services. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

3.9 LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

3.10 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV will securely dispose of all Client Data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

4. Client Responsibilities.

4.1 General. Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4.2 Third-Party Products. LIV may from time to time make Third-Party Products available to Client. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and any applicable flow through provisions. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

5. Fees and Payment. From and after the Effective Date, Client shall pay fees to LIV for the Services as follows:

5.1 Fees.

(a) Unless a certain report type is noted as an exception on the Registration Form (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$18.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$18.00 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees.

(b) As part of the Services, LIV will collect all fees, including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

(c) If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

5.2 Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state,

or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on LIV's income.

6. Confidential Information.

6.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

6.2 Nondisclosure and Nonuse.

(a) The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

(b) Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

(d) The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party. However, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination

or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

7. Intellectual Property Ownership; Feedback.

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LIV to provide the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement. Client represents and warrants to LIV that Client has all right and authority to grant LIV the license in this Section 7.2.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

8. Warranty.

8.1 Vault and Services Warranties. LIV represents and warrants to Client that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark, or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

8.2 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

8.3 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 8, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 8, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LIV MAKES NO WARRANTY OF ANY KIND THAT THE LIV IP, OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, LIV DISCLAIMS ALL WARRANTIES RELATED TO THIRD-PARTY PRODUCTS. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 8, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 9 AND SECTION 10, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

9. Indemnification.

9.1 LIV Indemnification.

(a) LIV shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client to the extent resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Client promptly notifies LIV in writing of the claim, cooperates with LIV, and allows LIV sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (i) modify or replace the Services, or component or part thereof, to

make it non-infringing, or (ii) obtain the right for Client to continue use. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

(c) This Section 9.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (ii) modifications to the Services not made by LIV; (iii) Client Data; or (iv) Third-Party Products.

9.2 Client Indemnification. Client is not required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

(a) Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

(b) Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL LIV'S LIABILITY UNDER THIS SECTION 9 EXCEED \$10,000.

10. Assumption of Risk; Limitation of Liability.

10.1 Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate, or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any person or entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the

technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

10.2 Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.3 Exceptions. The exclusions and limitations in Section 10.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Confidential Information); and (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; and (c) a party's obligation to pay attorneys' fees and court costs in accordance with Section 12.7.

11. Term and Termination.

11.1 Term. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is one year from the Effective Date ("Initial Term"). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a "Renewal Term," and collectively with the Initial Term, the "Term") if, no later than 60 days before the expiration of the Initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

11.2 Termination. In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement:

- (a) for any or no reason upon 90 days notice to the other party;
- (b) effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or
- (c) effective immediately, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily

or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

LIV is not liable to the Client or any third party for any such termination.

11.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 6, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund.

11.4 Survival. This Section 11.4 and Sections 2, 6, 7, 8.3, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

12.1 Relationship of Parties. In performing services under this Agreement, Client is acting as an independent contractor to LIV. This Agreement does not create a partnership, employment, agency, joint venture, or similar relationship between the parties. LIV is not liable for Client's acts or omissions, and Client has no authority to bind LIV to any liability without LIV's written authorization. In addition, LIV has no right or authority to control Client's conduct in the course of Client performing services on behalf of LIV.

12.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, the Registration Form(s), and any Exhibits, constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; (c) third, any Registration Form; and (d) fourth, any other documents incorporated herein by reference.

12.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and will be given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the

third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Chief Sales Officer
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: brad.cottrell@livsafe.com

To Client: City of King Fire Department
Attn.: Joshua Francis (Assistant Chief)
302 West King St.
King, NC 27021
Email: jfrancis@ci.king.nc.us

12.4 Force Majeure. In no event will LIV be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond LIV's reasonable control, including acts of God, flood, fire, earthquake, other disasters or catastrophes, such as epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.5 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.6 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

12.7 Governing Law; Attorneys' Fees. This Agreement is governed by and must be construed in accordance with the internal laws of the State of Idaho without giving effect to

any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Idaho. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by law.

12.8 Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without LIV's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 12.8 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

12.9 Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

12.10 US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

12.11 Equitable Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under any of Section 3.4, Section 6, or Section 7 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. LIV acknowledges and agrees that a breach or threatened breach by LIV of any of its obligations under Section 6 or Section 7 would cause Client irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or

threatened breach, Client will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. The remedies stated in this Section 12.11 are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.12 Interpretation. In this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form and all Exhibits other documents referred to herein must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. This Agreement may be signed by any number of counterparts, each of which will be deemed an original, and all of which constitute the same Agreement. Delivery of an executed counterpart signature page of this Agreement by electronic means (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com, or other electronic means intended to preserve the original graphic and pictorial appearance of a document) has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

Life Safety Inspection Vault LLC,
an Delaware limited liability company

Signed by:
By: Brad Cottrell
461EUCB22DEB426...

Name: Brad Cottrell

Title: Chief Sales Officer

City of King Fire Department, a municipal
corporation of the State of North Carolina

By: Steven A. Roberson

Name: STEVEN A. ROBESON

Title: FIRE CHIEF

CITY OF KING
Contract Addendum

This Contract Addendum ("Addendum") is entered into by and between the City of King, North Carolina, a North Carolina municipal corporation (the "City"), and Life Safety Inspection Vault LLC ("LIV") (the "Parties") contemporaneously with the execution of the Software as a Service Agreement (the "Agreement") between and between the same parties, dated _____, and this Addendum is incorporated by reference into the Agreement. The Parties further agree as follows:

City of King Standard Contract Terms and Conditions ("Terms and Conditions")

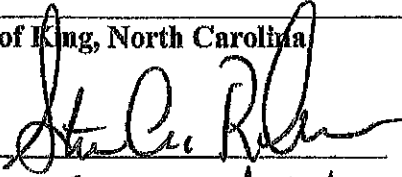
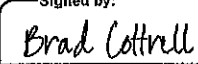
1. Notwithstanding any other terms and conditions of the Agreement or any other contract between the Parties, whether written or unwritten, these Terms and Conditions shall supersede, control over, and prevail in the event of any terms or conditions to the contrary or in the event of any conflict with any agreement, exhibit, attachment, or addenda.
2. **Limitation on Indemnification by City.** The Parties acknowledge and agree that an unlimited indemnification by the City violates the North Carolina Constitution and is void and unenforceable. Any indemnification given by the City to any party to the Agreement shall be deemed to be given only to the extent that it does not waive the City's sovereign immunity or other legal immunity, which the City expressly reserves and relies upon to the extent permitted by North Carolina law.
3. **Non-appropriation Clause.** Notwithstanding anything to the contrary, all financial obligations of the City under the Agreement are dependent upon, and subject to, the continuing allocation of funds by the City Council of the City of King, North Carolina for such purpose. The Agreement shall automatically terminate if such funds cease to be allocated or available for any reason.
4. **Applicable Law and Forum.** Notwithstanding any provision to the contrary, which shall be void, the Agreement is made and entered into in Stokes County, North Carolina and shall be governed by and construed in accordance with North Carolina law. Any claim for breach or enforcement of the Agreement shall be filed in the appropriate court in Stokes County, North Carolina.

Additional Terms and Conditions

5. **Fees.** As set forth in the Agreement and consistent with the terms of the Agreement, the only fees and payments of any kind that are owed to LIV are those paid by third-party users, and the City is not obligated or liable to LIV under the Agreement for any fees or payments of any kind.

6. **Order of Precedence.** The Parties acknowledge that Section 12.2 (Entire Agreement) of the Agreement establishes an order of precedence under which any document incorporated into the Agreement by reference — a category that would otherwise include this Addendum — is subordinate to the body of the Agreement. Notwithstanding Section 12.2 or any other provision of the Agreement to the contrary, the Parties expressly agree that this Addendum is excepted from that order of precedence. Consistent with the introductory paragraph of this Addendum, this Addendum shall supersede, control over, and prevail over any conflicting or inconsistent term of the Agreement, including without limitation Section 12.2, to the extent of any such conflict.

The Parties have executed this Addendum as shown by the following signatures:

City of King, North Carolina By:  Name: <u>STEVEN A Roberson</u> Title: <u>Fire Chief</u> Date: <u>8/3/2026</u>	Life Safety Inspection Vault LLC ("LIV") Signed by: By:  461E0CB22DEB425... Name: <u>Brad Cottrell</u> Title: <u>Chief Sales Officer</u> Date: <u>8/5/2026</u>
--	--



BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 9 PAGES: 5

RESOLUTION NO. 2026-26

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO EXECUTE AN EMERGENCY MEDICAL SERVICES AGREEMENT WITH WAKE FOREST UNIVERSITY HEALTH SCIENCES

WHEREAS, the City of King, North Carolina (the “City”) is a municipal corporation organized and existing under the laws of the State of North Carolina, and pursuant to N.C. Gen. Stat. § 160A-11, possesses corporate powers to be exercised by the City Council under N.C. Gen. Stat. § 160A-12; and

WHEREAS, N.C. Gen. Stat. § 160A-16 authorizes the City to make contracts, provided such contracts are in writing, and N.C. Gen. Stat. § 160A-17 authorizes the City to enter into continuing contracts, some portion or all of which are to be performed in ensuing fiscal years; and

WHEREAS, the City of King Fire Department (the “Fire Department”) operates an Emergency Medical Services (“EMS”) program through which its personnel provide emergency medical care to the public; and

WHEREAS, 10A N.C. Admin. Code 13P .0403, adopted by the North Carolina Medical Care Commission pursuant to authority granted under N.C. Gen. Stat. § 131E-155.1(b) and N.C. Gen. Stat. § 131E-158, requires that an EMS system operate under the medical oversight of a Medical Director who meets specified qualifications and performs specified responsibilities; and

WHEREAS, the Fire Department has determined that it is in the best interest of the City to contract with Wake Forest University Health Sciences (“WFUHS”), on behalf of its Department of Emergency Medicine, for the services of Christopher Davis, M.D., an employee of WFUHS, to serve as the Fire Department’s EMS Medical Director; and

WHEREAS, WFUHS has proposed an Emergency Medical Services Agreement (the “Agreement”) under which the Provider will provide medical direction, training, and medical advice to the Fire Department’s EMS personnel for a term commencing July 1, 2026, and continuing through June 30, 2029, subject to either party’s right to terminate upon thirty (30) days’ written notice, a copy of which has been presented to and reviewed by the City Council; and

WHEREAS, under the terms of the Agreement, and provided that the Agreement has not been terminated, the City agrees to pay WFUHS \$3,600.00 for services rendered during the 2026-2027 fiscal year, \$3,708.00 for services rendered during the 2027-2028 fiscal year, and \$3,819.24 for services rendered during the 2028-2029 fiscal year, in consideration for the Provider’s services, subject to either party’s right to terminate upon thirty (30) days’ written notice; and

WHEREAS, the City Council finds that entry into the Agreement serves a valid public purpose by ensuring that the Fire Department’s EMS program receives qualified medical oversight and direction as required by applicable state law and rule, and that the terms of the Agreement are fair and reasonable and in the best interest of the City; and

WHEREAS, the City has requested that the law firm of Bell, Davis & Pitt, P.A. (“BDP”) review the Agreement and represent the City in connection with the negotiation and execution of the Agreement; and

WHEREAS, BDP also represents WFUHS in other matters unrelated to the Agreement, but has not represented and will not represent WFUHS with respect to the drafting, negotiation, or execution of the Agreement, and BDP will not represent either the City or WFUHS in the event of any dispute arising out of or relating to the Agreement, and that BDP reasonably believes it will be able to provide competent and diligent representation to the City in connection with the Agreement notwithstanding such concurrent representation of WFUHS in unrelated matters; and

WHEREAS, the City Council, being fully informed of the relevant circumstances and of the material risks and reasonably available alternatives to BDP's representation of the City in connection with the Agreement, desires to give the City's informed consent, confirmed in writing, to BDP's representation of the City in connection with the review, negotiation, and execution of the Agreement, notwithstanding BDP's separate and unrelated representation of WFUHS; and

WHEREAS, the City Council desires to authorize the Fire Chief, on behalf of the City, to execute the Agreement and to take such further actions as may be necessary to carry out the intent of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of King, North Carolina, that the City Council hereby approves the Emergency Medical Services Agreement with Wake Forest University Health Sciences, in substantially the form presented to the City Council; and

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized to execute the Agreement, and any related documents necessary or appropriate to complete the transaction, on behalf of the City of King; and

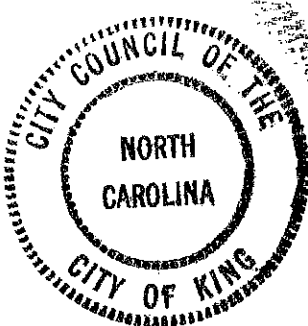
BE IT FURTHER RESOLVED that, pursuant to Rule 1.7 of the North Carolina Rules of Professional Conduct, the City Council hereby waives any conflict of interest arising from BDP's concurrent representation of WFUHS in matters unrelated to the Agreement, and consents to BDP's representation of the City in connection with the review, negotiation, and execution of the Agreement, on the understanding that: (i) BDP has not and will not represent WFUHS with respect to the drafting, negotiation, or execution of the Agreement; and (ii) BDP will not represent either the City or WFUHS in the event of a dispute arising out of or relating to the Agreement; and

BE IT FURTHER RESOLVED that the Mayor, City Manager, or Fire Chief is hereby authorized to execute, on behalf of the City, any written confirmation of the City's informed consent that BDP may require under Rule 1.7 of the North Carolina Rules of Professional Conduct, and that this Resolution may serve as such written confirmation; and

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

ADOPTED this 3rd day of August, 2026.

{seal}



Richard E. McCraw
Richard E. McCraw, Mayor

ATTEST:

Nicole Branshaw
Nicole Branshaw, City Clerk

**NORTH CAROLINA
CITY OF KING FIRE DEPARTMENT**

EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement, **effective as of the 1st day of July 2026**, by and between the City of King Fire Department, North Carolina (the "King Fire Department"), party of the first part; and Wake Forest University Health Sciences, on behalf of its Department of Emergency Medicine, party of the second part ("WFUHS");

WITNESSETH

For the purpose and subject to the terms and conditions hereinafter set forth, the King Fire Department hereby contracts with WFUHS for the services of Christopher Davis, M.D., an employee of WFUHS (the "Provider"), and WFUHS agrees to provide the services of the Provider to the King Fire Department in accordance with the terms of this Agreement. In the event that the Provider ceases to be an employee of WFUHS, WFUHS will provide the services of an alternative physician acceptable to the King Fire Department.

I.

The services to be performed by the Provider shall be as follows:

1. Provide medical direction for the Emergency Medical Services ("EMS") program as the EMS Medical Director to King Fire Department for an approximate total of one and a half (1.5) hours per month.
2. Provide training and instructional courses for the personnel of the King Fire Department at facilities designated by the King Fire Department.
3. Provide medical advice to the personnel of the King Fire Department.
4. Perform the duties and responsibilities listed for a Medical Director as enumerated in the Title 10A – North Carolina Division of Health Service Regulation, Chapter 13, Sub-Chapter 13P Emergency Medical Services and Trauma Rules Section .0403 Responsibilities of the Medical Directory for EMS Systems except as set forth in Paragraph 6 of this Section I.
5. The Provider shall have the authority, with approval of the King Fire Department Fire Chief, to appoint assistant medical directors to assist in the provision of medical oversight for the King Fire Department EMS program. An assistant medical director shall meet all requirements set forth by the NC Office of EMS for that position. They shall have the authority to act in all aspects of medical oversight in the absence of the Provider or when requested to do so by the Provider. The Provider may assign an assistant medical director to oversee a particular sector aspect of medical oversight while still retaining full responsibility and accountability for the provision of said medical oversight.
6. The Provider, as well as any assistant medical directors, shall not respond to EMS calls, on an emergent basis or otherwise, on behalf of the King Fire Department.

II.

The services of the Provider shall begin on July 1, 2026, and shall be provided until June 30, 2029; provided that either party shall have the right to terminate this Agreement for services upon thirty (30)

days notice in writing to the other party. In the event that the Agreement is terminated, all amounts due hereunder shall become immediately due and payable. The amount due and payable for the year in which the Agreement is terminated shall be prorated based upon the length of service of the Provider in the year in which the Agreement is terminated.

III.

As full compensation for the Provider's services, the King Fire Department agrees to pay WFUHS the following amounts: (i) the sum of \$3,600.00 for services rendered during the 2026-2027 fiscal year, (ii) the sum of \$3,708.00 for services rendered during the 2027-2028 fiscal year, and (iii) the sum of \$3,819.24 for services rendered during the 2028-2029 fiscal year.

IV.

WFUHS shall bill the King Fire Department for services rendered during the preceding six (6) months. The King Fire Department shall pay all such bills within the following thirty (30) days.

WFUHS shall operate as an independent contractor. Both parties agree to hold the other harmless from and against any and all third party claims, expenses (including attorney fees), costs or liability for the negligent acts or omissions of the other party, their employees, offices, and agents.

The Provider shall not be treated as an employee of the King Fire Department with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. WFUHS understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the King Fire Department on behalf of WFUHS or its employees. WFUHS further understands and agrees that WFUHS is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee of the King Fire Department with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the King Fire Department.

The King Fire Department shall not be liable to WFUHS for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The King Fire Department will maintain, at its sole expense, general and professional liability insurance coverage against suits and claims arising out of the acts or omissions of the King Fire Department, its employees, officers and agents. This insurance coverage shall have limits of not less than \$1,000,000 per claim, \$3,000,000 in the aggregate. Additionally, the King Fire Department shall obtain and maintain at its sole expense (i) Public Officials and Employment Related Practices insurance coverage in the amount not less than \$1,000,000 per occurrence; (ii) workers' compensation insurance as required by North Carolina law; and (iii) auto-mobile liability no less than \$1,000,000 bodily injury and property damage liability coverage and comprehensive/collision coverage at replacement costs.. The King Fire Department will notify WFUHS immediately of any adverse change in insurance coverage.

WFOHS shall provide and maintain, at its sole expense, the following insurance coverage:

- A. Professional Liability Insurance: WFOHS shall maintain professional malpractice liability insurance coverage against suits and claims arising out of acts or omissions of the Provider. This insurance coverage shall have limits of not less than \$1,000,000 per claim.
- B. Other Insurance Requirements: WFOHS shall:
1. Prior to commencement of services, furnish the King Fire Department with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty days prior written notice to the King Fire Department.
 2. Provide certified copies of endorsements and policies, if requested by the King Fire Department, in lieu of or in addition to certificates of insurance
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 4. Maintain such insurance from the time services commence until services are completed.
 5. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A:VII, or an equivalent programs of self-insurance. Any alternatives to these requirements shall require written approval of the King Fire Department's Risk Manager.

Neither WFOHS nor the Provider has authority to enter into contracts or agreements on behalf of the King Fire Department.

WFOHS declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses they may be required to carry out the services to be performed under this Agreement.

This Agreement is governed by the laws of North Carolina except that provisions relating to choice of law do not apply.

IN WITNESS WHEREOF, the King Fire Department and WFOHS have set their hands and seals as of the day and year first above written.

ATTEST:

Nicole Bremshaw (SEAL)
Clerk to the Board

CITY OF KING FIRE DEPARTMENT, NORTH CAROLINA

By:

Steven A. Roberson, 8/4/2026
Steven A. Roberson, Fire Chief

WAKE FOREST UNIVERSITY HEALTH SCIENCES

By:

Craig Brown MD, 08/05/2026
Interim President, Health System



ORDINANCE NO. 2026-12
AMENDING CHAPTER 4

BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 10 PAGES: 3

AN ORDINANCE AMENDING CHAPTER 4, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF KING, NORTH CAROLINA, TO PROVIDE FOR CIVIL PENALTIES AS AN ADDITIONAL ENFORCEMENT REMEDY

WHEREAS, the City of King has a substantial governmental interest in protecting the health, safety, and welfare of the public through the regulation of animals within the city, as reflected in Chapter 4 of the Code of Ordinances (“Chapter 4”); and

WHEREAS, Chapter 4 currently authorizes enforcement only through criminal misdemeanor prosecution (Sec. 4-1(b)), infractions (Sec. 4-11), and, with respect to Sec. 4-3, penalties collected by Stokes County Animal Control and Forsyth County Animal Control at the time of redemption of an impounded animal; and

WHEREAS, these existing remedies do not provide the City with a direct, city-administered civil enforcement mechanism for violations of Chapter 4, including violations that do not result in the impoundment of an animal; and

WHEREAS, pursuant to G.S. 160A-175(c), a city ordinance may provide that violation of the ordinance shall subject the offender to a civil penalty recoverable by the city in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after being cited; and

WHEREAS, pursuant to G.S. 160A-175(f), a city ordinance may be enforced by any one, all, or a combination of the remedies authorized by G.S. 160A-175, and pursuant to G.S. 160A-175(g), a city ordinance may provide that each day’s continuing violation shall be a separate and distinct offense; and

WHEREAS, the City Council finds that a civil penalty of \$100.00 per day, in addition to the criminal, infraction, and impoundment-related remedies already available under Chapter 4, will provide the city with an effective and proportionate additional tool to secure compliance with Chapter 4; and

WHEREAS, the City of King has authority pursuant to Article 8 of Chapter 160A of the North Carolina General Statutes to adopt ordinances to protect the health, safety, and welfare of its residents, and to provide for the enforcement of its ordinances, and the City hereby acts in its governmental and regulatory capacity to do so.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of King, North Carolina, that:

Section 1. Section 4-1 of the Code of Ordinances of the City of King is amended by adding a new subsection (c), to read as follows (new language shown as underlined text):

Sec. 4-1. Enforcement of chapter; penalties.

(a) Criminal. Any person who violates any of the provisions of this chapter shall be guilty of an unlawful act punishable by fine or imprisonment, or both, as provided under G.S. 14-4.

(b) A violation of section 4-4, 4-5, or 4-10, or any part thereof, shall constitute a misdemeanor and shall subject the offender to a fine of not more than \$500.00 or imprisonment for not more than 30 days.

(c) Civil penalty. In addition to, and not in lieu of, the criminal penalties provided in subsections (a) and (b) of this section and any other remedy authorized by this chapter or by law, a violation of any provision of this chapter shall subject the violator to a civil penalty as provided in section 4-16.

(Amend. of 5-7-01; Amend. of 8-3-26, 2026-12)

Section 2. Chapter 4 of the Code of Ordinances of the City of King is amended by adding a new Sec. 4-16, to read as follows (new section shown as underlined text):

Sec. 4-16. Civil penalties.

(a) Applicability. In addition to, and not in lieu of, any other remedy authorized by this chapter or by law—including the criminal penalties in section 4-1, the infraction penalties in section 4-11, and the impoundment and redemption procedures administered by Stokes County Animal Control and Forsyth County Animal Control under section 4-3(d)–(f)—a violation of any provision of this chapter, including section 4-3, shall subject the violator to a civil penalty as provided in this section. Nothing in this section shall be construed to alter, limit, suspend, or replace the penalties for impoundment and redemption of animals imposed under section 4-3(d)–(f); the civil penalty authorized by this section is an additional and alternative remedy available to the city independent of, and regardless of whether, an animal has been or will be impounded by the applicable county animal control department.

(b) Amount. A violation of any provision of this chapter shall subject the violator to a civil penalty of one hundred dollars (\$100.00). Pursuant to G.S. 160A-175(g), each day that a violation continues after the violator has been cited for the violation shall constitute a separate and distinct violation, subject to an additional civil penalty of one hundred dollars (\$100.00) for each such day.

(c) Issuance of citation. A civil penalty under this section shall be assessed by written citation. The citation may be issued by a police officer of the city or by the city manager or the city manager's designee. A citation issued under this section assesses only a civil penalty and is not, and shall not be treated as, a criminal citation, criminal summons, or infraction citation. Each citation issued under this section shall: (1) identify the provision(s) of this chapter violated; (2) describe the violation with reasonable particularity, including the date, time, and location of the violation; (3) state the amount of the civil penalty assessed; and (4) state the date by which the civil penalty must be paid.

(d) Payment. A civil penalty assessed under this section shall be paid to the city within thirty (30) days after the date the citation is issued.

(e) Collection. If a civil penalty assessed under this section is not paid within the time period stated in subsection (d) of this section, the city may recover the civil penalty, together with all costs allowed by law, by filing a civil action in the nature of debt in the General Court of Justice, as authorized by G.S. 160A-175(c). There is no administrative appeal from the issuance of a citation under this section; a person against whom a civil penalty has been assessed may contest liability for the penalty in any civil action brought by the city under this subsection.

(f) Combination of remedies. Pursuant to G.S. 160A-175(f), the civil penalty authorized by this section may be pursued singly or in combination with, and is in addition to, any other remedy authorized by this chapter or by law, including criminal prosecution under section 4-1, infraction proceedings under section 4-11, injunction and order of abatement, and the impoundment and redemption procedures under section 4-3.

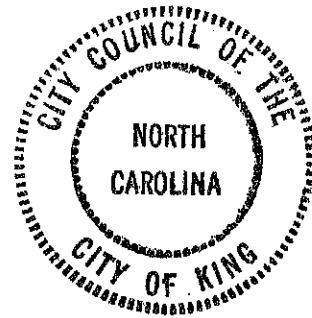
Section 3. This ordinance shall become effective August 3, 2026.

ADOPTED this 3rd day of August, 2026

CITY COUNCIL OF THE CITY OF KING, NORTH CAROLINA

By: Richard E. McCraw
Richard E. McCraw, Mayor

{Seal}



ATTEST:

Nicole Branshaw
Nicole Branshaw, City Clerk



BOARD: City Council
DATE: 8-3-2026
DOCUMENT #: 11 PAGES: 1

RESOLUTION NO. 2026-22
RESOLUTION AUTHORIZING THE CITY OF KING TO ACCEPT OWNERSHIP OF POLICE K-9
“TRUUS” AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED TRANSFER
DOCUMENTS

WHEREAS, the City of Durham, North Carolina, through the City of Durham Police Department, has determined that Police K-9 “Truus,” a three-year-old Dutch Shepherd, which has been trained as a police K-9 and has been deployed with the City of Durham Police, is no longer necessary for law enforcement purposes with the City of Durham; and

WHEREAS, Durham City Council Resolution #9027 authorizes the Chief of Police to transfer ownership and possession of City police K-9s that are no longer necessary for law enforcement purposes; and

WHEREAS, the City of King Police Department has requested to accept ownership and possession of Police K-9 “Truus” for continued law enforcement service and use within the City of King’s K-9 program; and

WHEREAS, the City of King has requested and received from Durham all material records concerning Truus; and

WHEREAS, the City of King plans to provide additional training for Truus and her handler; and

WHEREAS, the City Council of the City of King finds that acceptance of Police K-9 “Truus” will support public safety, enhance law enforcement operations, and serve a valid public purpose; and

WHEREAS, upon transfer, the City of King will assume responsibility for the care, custody, welfare, maintenance, training, deployment, and future disposition of Police K-9 “Truus,” subject to the terms of the transfer agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of King, North Carolina, that the City Council hereby accepts ownership and possession of Police K-9 “Truus” from the City of Durham for continued law enforcement service by the City of King Police Department; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Agreement to Transfer Ownership of Police K-9 “Truus” and any related documents necessary to complete the transfer, and to take such actions as may be necessary to carry out the intent of this Resolution.

ADOPTED this 3rd day of August, 2026.

{seal}




Richard E. McCraw, Mayor

ATTEST:


Nicole Branshaw, City Clerk