



City of King City Council Regular Meeting
6:00 PM Tuesday, September 08, 2026

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

AGENDA

MEETING CALLED TO ORDER

PLEDGE

Notes on Pledge: Remain standing for the invocation

INVOCATION – Chaplain Tracey Collins

ANNOUNCEMENTS

Notes on Announcements:

PARKS AND RECREATION ADVISORY BOARD, REGULAR MEETING: Thursday, September 10, 2026, 6 p.m., Parks and Recreation Community Building Parlor Room, 107 White Road

STOKES COUNTY FAIR: Tuesday-Saturday, September 15-19, 2026, American Legion 290; <http://stokescountyfair.org/>

COMMUNITY APPEARANCE COMMISSION: Thursday, September 17, 2026, 2 p.m., Community Building Parlor Room, 107 White Road

KING PLANNING BOARD, REGULAR MEETING: Monday, September 28, 2026, 6 p.m., City Hall Council Chambers, 229 S. Main Street.

BRIDGE DEDICATION: Tuesday, September 29, 2026, 5:30 pm; Jack Warren Bridge Dedication

WEST STOKES HIGH SCHOOL HOMECOMING PARADE: Friday, October 2, 2026, 4:00 p.m. – 4:45 p.m.; **HOSTED BY:** West Stokes High School; **STREET CLOSURE INFORMATION:** Route Description: Dalton Road from West School Street to White Road

KINGFEST: Saturday, October 3, 2026, 10:00 a.m. – 5:00 p.m.; **HOSTED BY:** King Chamber of Commerce. Food, music, crafts, contests, kids' activities, and vendors. **LOCATION:** King Central Park, 302 Kirby Road, King, NC 27021.

CANCELED: DINNER ON DALTON: Sunday, October 4, 2026; **HOSTED BY:** Downtown King Partnership

KING CITY COUNCIL, REGULAR MEETING: Monday, October 5, 2025, 6 p.m., City Hall Council Chambers, 229 S. Main Street

COMPREHENSIVE PLAN COMMUNITY CHARRETTE: Thursday, October 29, 2026, 4 p.m. - 7 p.m., Rec Acres Community Building, 107 White Road

DOWNTOWN SAFE TRICK OR TREATING: Saturday, October 31, 2026, 6:00 p.m. – 8:00 p.m., Downtown King area businesses. **STREET CLOSURE INFORMATION:** Route Description: Dalton Road from Pulliam Street to Maple Street and South Main Street from Felts Drive to King Street (**Closure: 5:30 p.m. – 8:00 p.m.**).

COMMUNITY CHRISTMAS TREE LIGHTING CEREMONY: Friday, December 4, 2026, Band begins playing at 6 pm, and the tree lighting is at 6:30 pm, King Central Park at the Spainhour Cabin

KING CHRISTMAS PARADE: Saturday, December 5, 2026, 12:30 p.m. – 4:00 p.m.; **HOSTED BY:** King Masonic Lodge.

PUBLIC COMMENT

Notes on Public Comment: This agenda item is included to allow input to the City Council from any citizen who wishes to address the Council without requesting to be on the agenda. Those who wish to address City Council are required to provide their name, address, including city/county of residence and topic. Speakers shall be courteous in their language and presentation. Any disruption of the meeting, insults, personal attacks, accusations, profanity, vulgar language, inappropriate gestures, or other inappropriate behavior will not be tolerated. If this occurs, the person will be identified and asked to stop or leave. If the behavior continues and they refuse to leave, they will be removed from the Council meeting. A speaker will be allowed 3 minutes to speak. The number of speakers on a topic relating to future advertised public hearing matters may be limited at the Council's discretion. The Council reserves the right to request a designated spokesperson for a large group; the spokesperson will be allotted 6 minutes. The public session will be limited to 30 minutes. The Council will only listen and not respond but may decide to place a topic on a future agenda.

1. ADJUSTMENTS TO AGENDA

2. CONSENT AGENDA

Notes on Consent Agenda: The Consent Agenda is the first order of business. The items listed are believed to be non-controversial and are administrative in nature. There will be no separate discussion of the items unless a Councilman request or a citizen request and is granted permission to speak. The item(s) will then be removed from the Consent Agenda and considered individually. Otherwise, all items will be enacted by one motion.

A. Approval of Minutes

a. August 3, 2026

3. NEW EMPLOYEES

A. Introduction to the New Employees:

a. Maddie Essic – Collection Clerk

4. EMPLOYEE OF THE QUARTER

a. Employee of the Quarter – Angie Gallimore, Custodian

5. ITEMS FOR PRESENTATION

A. Presentation of Proclamations

6. PUBLIC HEARING

A. PUBLIC HEARING: Rezoning request CZ-H-I-050 by LMC Automotive & Recycling.

B. PUBLIC HEARING - Amendment to Chapter 14. – Floods Ordinance

C. PUBLIC HEARING – Consider a Moratorium on Data Centers

7. ACTION ITEMS

A. Lease Agreement for Chamber

B. Request WS-017 for the 10/70 Provision by D & M Property Ventures, LLC.

C. Request WS-018 for the 10/70 Provision by LMC Automotive.

D. Discussion & Consideration - Ordinance to Amend Chapter 20

8. DEPARTMENTAL REPORTS

ITEMS OF GENERAL CONCERN

CLOSED SESSION:

N.C.G.S. 143-318.11 (a)(5) To establish or instruct the staff or agent concerning the negotiation of compensation or other terms of an employment contract.

ADJOURNMENT



CITY OF KING CITY COUNCIL

MEETING DATE:

September 8, 2026

PART A

Subject:	Approval of Minutes	
Action Requested:	Unless there are any corrections to be made, I recommend adopting the attached minutes as presented.	
Attachments:	A draft copy of the minutes from the a. August 3, 2026, Regular Meeting	
<i>Nicole Branshaw</i> Nicole Branshaw, City Clerk	This abstract requires review by:	
	City Manager	City Attorney

PART B

Introduction and Background:
Discussion and Analysis:
Budgetary Impact:
Recommendation:
Adoption of August 3, 2026, minutes as presented.



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

[illegible]

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)

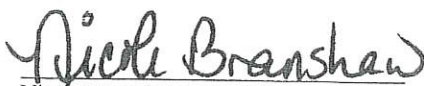
(The tract being located at 1100 Meadowbrook Drive and being made up of 1 lot containing 3.43-acres and being listed on SCTM as 5981-89-8728)

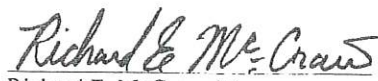
Section 2. Upon and after the 3rd day of August 2026, the described property shall be subject to all debts, laws, ordinances, and regulations in force in the City of King and shall be entitled to the same privileges and benefits as other parts of the City of King.

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

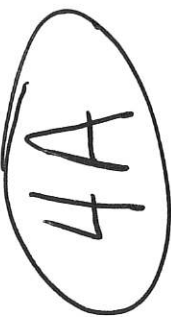

Richard E. McCraw, Mayor

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.



Date: August 3, 2026

PUBLIC HEARING SIGN-UP SHEET

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

<u>NAME</u>	<u>ORGANIZATION (If Any)</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>PRO/CON</u>	<u>City Resident?</u>
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no
					☐ yes ☐ no

Section 2, Item # A.

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)

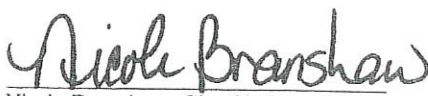
(The tract being located at 1060 Meadowbrook Drive and being made up of 1 lot containing 3.43-acres and being listed on SCTM as 5981-99-1713)

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.

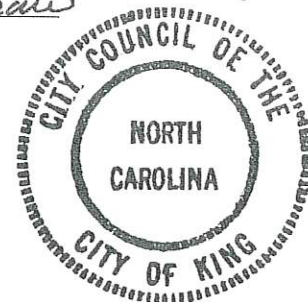
Adopted this the 3rd day of August 2026.

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]



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, Mayor

ATTEST:


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.

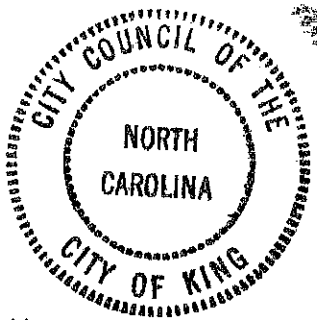
Section 2. Except as amended herein, all other provisions of Chapter 28 of the Code of Ordinances of the City of King shall remain in full force and effect.

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")

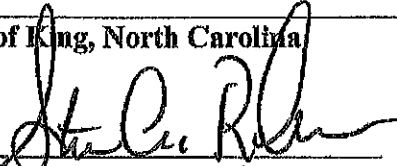
1. Notwithstanding any other terms and conditions of the Agreement or any other contract between the Parties, whether written or unwritten, these Terms and Conditions shall supersede, control over, and prevail in the event of any terms or conditions to the contrary or in the event of any conflict with 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>
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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

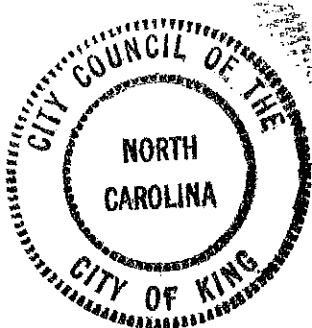
BE IT FURTHER RESOLVED that, pursuant to Rule 1.7 of the North Carolina Rules of Professional Conduct, the City Council hereby waives any conflict of interest arising from BDP's concurrent representation of WFUHS in matters unrelated to the Agreement, and consents to BDP's representation of the City 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.

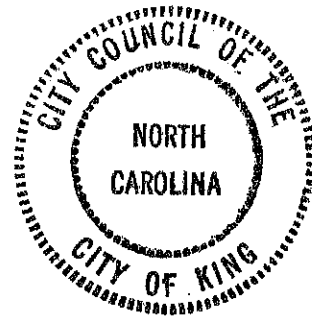
Section 3. This ordinance shall become effective August 3, 2026.

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
Richard E. McCraw, Mayor

ATTEST:

Nicole Branshaw
Nicole Branshaw, City Clerk



CITY OF KING CITY COUNCIL

MEETING DATE:
SEPTEMBER 8, 2026

PART A

Subject:

Introduction to the New Employees:

1. Maddie Essic – Collection Clerk

Action Requested:

n/a

Attachments:

n/a

Nicole Branshaw

Nicole Branshaw, City Clerk

This abstract requires review by:

City Manager

City Attorney

PART B

Introduction and Background:

The City Council has directed that all newly hired employees be introduced at their meetings.

Discussion and Analysis:

None

Budgetary Impact:

n/a

Recommendation:

n/a



KING POLICE DEPARTMENT

P.O. Box 835 621 Ingram Drive

King, NC 27021

Phone: 336-983-0886

Fax: 336-983-5399

Assistant Chief I. S. Tedder

August 27, 2026

Re: Employee of the Quarter (3rd)

Employee of the Quarter Review Committee:

Please accept this letter as a formal nomination for Angie Gallimore for Employee of the Quarter.

Angie consistently does an outstanding job and takes great pride in ensuring that city buildings are clean, orderly, and ready for employees and the public each day. Angie is extremely dependable and hardworking, often working early mornings, late evenings, or other odd hours to make sure everything gets accomplished without disrupting City operations. Her attention to detail and willingness to go above and beyond are evident in her quality of work. Much of what Angie does happens behind the scenes, but her efforts have a significant impact on the professional appearance and day-to-day operation of our facilities. Her strong work ethic, positive attitude, and dedication to the City of King makes Angie deserving of this recognition as Employee of the Quarter.

V/r,

A handwritten signature in blue ink, appearing to read "I. S. Tedder", is written over a horizontal line.

Ian S. Tedder

Assistant Chief



CITY OF KING CITY COUNCIL

MEETING DATE:

September 6, 2026

PART A

Subject:	EMPLOYEE OF THE QUARTER PRESENTATION – Angie Gallimore, Custodian
Action Requested:	Recognize Angie Gallimore, Custodian, as the City's Employee of the Quarter for the 3rd Quarter of 2026.
Attachments:	Letter of nomination for Angie Gallimore, Custodian

<i>Nicole Branshaw</i> Nicole Branshaw, City Clerk	This abstract requires review by:	
	City Manager	City Attorney

PART B**Introduction and Background:**

This is the continuation of a policy that began recognizing fellow employees for outstanding performance.

Discussion and Analysis:

City employees may nominate fellow co-workers as Employee of the Quarter for each of the 4 quarters of the calendar year. Angie Gallimore, Custodian, has been selected for the 3rd Quarter of 2026.

Budgetary Impact:**Recommendation:**

Recognize Angie Gallimore, Custodian, as the 3rd Quarter of 2026 recipient.



CITY OF KING CITY COUNCIL

MEETING DATE:
SEPTEMBER 8, 2026

PART A

Subject:	Presentation of Proclamations
Action Requested:	Presentation of Proclamations
Attachments:	1) Constitution Week - James Hunter Chapter -National Society Daughters of the American Revolution 2) 9/11 Day of Remembrance/25th Anniversary 3) Be The One Awareness Month

Nicole Branshaw

Nicole Branshaw, City Clerk

This abstract requires review by:

City Manager

City Attorney

PART B

Introduction and Background:

A Mayor's Proclamation will recognize three proclamations: Constitution Week - James Hunter Chapter -National Society Daughters of the American Revolution; 9/11 Day of Remembrance/25th Anniversary; and Be the One Initiative

Discussion and Analysis:

Budgetary Impact:

Recommendation:



Proclamation Office of the

Whereas, September 17, 2026, marks the two hundred thirty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915, enacted on August 2, 1956, requires the President of the United States of America to issue a proclamation each year designating September 17 through 23 as Constitution Week.

Now, Therefore, I, Richard E. McCraw, by virtue of the authority vested in me as Mayor of the City of King, do hereby proclaim the week of September 17 through 23, 2026, to be

Constitution Week

I ask our citizens to reaffirm the ideals held by the Framers of the Constitution in 1787 by vigilantly protecting the freedoms guaranteed to

us by this guardian of our liberties and remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of King to be affixed this the 8th day of September in the year of our Lord, two thousand and twenty-six.

ATTEST:

Nicole Branshaw
City Clerk, City of King

Richard E. McCraw
Mayor, City of King



CITY OF KING, NC
OFFICE OF THE MAYOR

Proclamation

25TH ANNIVERSARY OF SEPTEMBER 11, 2001

WHEREAS, on September 11, 2001, coordinated terrorist attacks at the World Trade Center in New York City, at the Pentagon in Arlington, Virginia, and aboard United Airlines Flight 93, which crashed near Shanksville, Pennsylvania, took the lives of nearly 3,000 people and forever changed our nation; and

WHEREAS, the people of the United States responded with extraordinary courage, compassion, unity, and resolve, as first responders, members of the Armed Forces, public servants, volunteers, and ordinary citizens placed service above self; and

WHEREAS, we honor the memory of those who were killed, remember those who were injured, recognize the families whose lives were forever changed, and acknowledge those who continue to suffer from September 11-related illnesses; and

WHEREAS, the 25th anniversary is a solemn opportunity to preserve the history and lessons of September 11 for generations too young to remember that day, and to reaffirm our shared commitment that we will never forget; and

WHEREAS, September 11 is observed as Patriot Day and the National Day of Service and Remembrance, calling Americans to honor the victims and heroes through reflection, service, and acts of kindness in their communities; and

WHEREAS, the City of King joins communities throughout our nation in remembering the lives lost, honoring the bravery and sacrifice shown in response to the attacks, and recognizing the enduring strength and resilience of the American people.

NOW, THEREFORE, I, Richard E. McCraw, by virtue of the authority vested in me as Mayor of the City of King, North Carolina, and on behalf of the King City Council and our citizens, do hereby proclaim September 11, 2026, as a day of solemn remembrance marking the 25th Anniversary of September 11, 2001, and encourage all citizens to remember those we lost, honor those who served and sacrificed, support those still affected, and demonstrate the enduring American spirit through unity, compassion, and service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of King to be affixed this 8th day of September 2026.

{Seal}

Richard E. McCraw, Mayor

ATTEST:

Nicole Branshaw, City Clerk



CITY OF KING, NC
OFFICE OF THE MAYOR

Proclamation

BE THE ONE INITIATIVE

WHEREAS, suicide remains a serious public health concern that affects individuals, families, and communities throughout our nation; and

WHEREAS, military veterans may face unique challenges associated with their service, including mental health struggles, social isolation, and difficulties transitioning to civilian life; and

WHEREAS, veterans organizations such as The American Legion are dedicated to supporting veterans and their families while promoting awareness, outreach, and access to resources; and

WHEREAS, The American Legion's "**BE THE ONE**" initiative seeks to reduce the stigma surrounding mental health, encourage meaningful conversations, promote early intervention, and connect veterans with the support they may need; and

WHEREAS, the City of King recognizes the importance of fostering a caring and supportive community where veterans and their families know they are valued, respected, and never alone; and

WHEREAS, every resident can play a role by reaching out, listening, offering support, and helping connect those in need with available resources; and

NOW, THEREFORE, I, Richard E. McCraw, by virtue of the authority vested in me as Mayor of the City of King, and on behalf of our City Council, do hereby proclaim **September** as "**BE THE ONE AWARENESS MONTH**" in the City of King and encourage all residents to join in supporting veterans, promoting mental health awareness, and helping ensure that those who may be struggling receive the care, connection, and support they deserve.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of King to be affixed this 8th day of September 2026.

{Seal}

Richard E. McCraw, Mayor

ATTEST:

Nicole Branshaw, City Clerk



CITY OF KING CITY COUNCIL

MEETING DATE:

SEPTEMBER 8, 2026

PART A

Subject:	PUBLIC HEARING - CONDITIONAL REZONING REQUEST CZ-H-I-050 BY LMC AUTOMOTIVE & RECYCLING OF LEWISVILLE, NC.
Action Requested:	Review the applicants request to rezone 26.58-acres from L-I (Light-Industrial) to CZ-H-I (Conditional Zoning-Heavy-Industrial) and make a decision on proposed rezoning per the ordinance requirements.
Attachments:	• Zoning action request form. • Recommended conditions. • Public notice. • Owner/abutting property owner's notices. • Site plans and other documents. • Ordinance requirements.

Todd Cox, Int. Planning & Zoning Official Emerson Wright, Planning & Zoning intern	This abstract requires review by:	
	City Manager	City Attorney

PART B

Introduction and Background:

This tract is located in the 100 Blk of Industrial Drive on the SW side and is currently zoned L-I and contains 26.58-acres of vacant land. The tract has access to city water and sewer and is outside of the corporate limits. The Owner is wanting to rezone the tract to CZ-H-I to accommodate a vehicle salvage & recycling business. The tract falls within our G-3 industrial area which would allow for this type of use as defined in Sec. 32-202. - Industrial.

Discussion and Analysis:

This tract initially was zoned L-I back when the city adopted zoning in 1985. We updated our comp plan in 2015 and identified this tract as being reserved for industrial growth, see diagram. This tract has been on the market for over 7 years with little interest due to access and topography. The current applicant, Justin & Marty Myers, own a vehicle salvage/recycling facilities in Lewisville and East Bend. They would like to expand their business and also provide a service to our area. The access and topography of this tract on Industrial Drive does not have the same impact on surrounding properties as it would a traditional industrial type building with parking. So, it could make a suitable site for this type of business.

When rezoning a property to H-I, the council must weigh the effects of this type of use on the surrounding properties. H-I is our most intensive use of land and carries with it certain items that must be considered. Staff has drafted some preliminary conditions and shared them with the applicant. Hopefully they will agree with them or be willing to negotiate any that they disagree with.

Things to consider in this rezoning case –

- Potential environmental impacts (run-off, noise, dust/air contaminants, etc.). Will there be ground pollution, air pollution, and/or battery storage. Pest control.
- Proper setbacks and buffering. Our ordinance requires perimeter fencing which the plan has.
- Visibility – who has to see the salvage yard.
- Proximity to – schools, parks, or residential districts. We have a residential district to the north of the site; can we buffer this area enough to lessen the effects of this type of use.

Sec. 32-163. Statement of intent of districts.

The intents of the various use districts are as follows:

(14) ***L-I light industrial district.*** The intent of the L-I light industrial district is to provide sites for manufacturing, warehousing, processing and related uses whose operating characteristics limit their effects on adjacent uses. This district may have some outdoor fenced storage areas for materials, vehicles, and equipment.

(15) ***H-I heavy industrial district.*** The intent of the H-I heavy industrial district is to provide sites for industrial, processing and related operations whose external effects could be detrimental to certain classes of use. This H-I district shall normally be located so that traffic to and from the use has direct access to an arterial street and should be located away from highly developed residential areas.

Budgetary Impact:

Additional tax base, additional permit fees, additional utility fees.

Recommendations:

Planning board recommends: 5 – 0 unanimous vote to recommend the rezoning and adding a condition that the area where the drainage of vehicles is done is tested for contaminants every 5-years. This will need to be agreed upon with the applicant.

Staff Recommends: Staff recommend approval of this request –

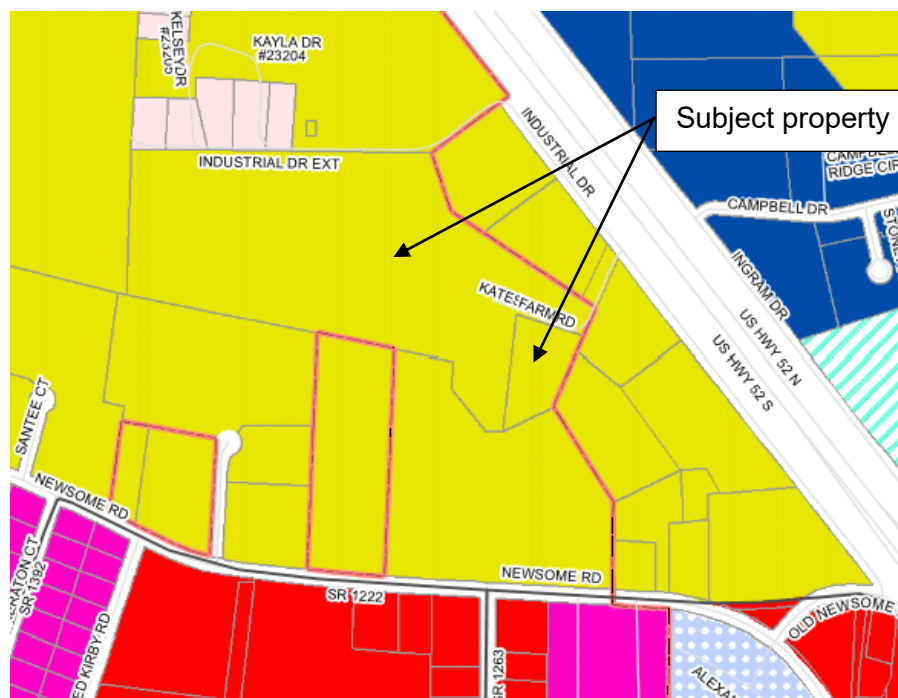
CZ-H-I-050/Ordinance 2026-16 with proposed agreed upon conditions and that this rezoning would be in keeping with the city's comprehensive plan for this area.

ain/
3uffer/
istrict

Primarily Residential/
Low Density

Urban Neighborhoods/
Medium Density

 Mixed Use/
Medium to High Density
 Industrial



Section 6, Item # A.

Applicable zoning sections –

Sec. 32-164. - Conditional districts.

(a) Conditional districts (CZ) run parallel to each of the conventional zoning districts and are subject to the same standards applicable to the parallel district including overlay district regulations, as modified by the approved district-specific plans and conditions. Conditional zoning is established to provide for flexibility in the development of property while ensuring that the development is compatible with neighboring uses. Conditional zoning allows for a degree of certainty in land use decisions not possible in conventional districts. The following provision shall apply when using conditional zoning:

(1) The petition is proposed or agreed to by all the owner(s) of the subject land. Specific conditions may be proposed by the petitioner or the local government or its agencies, but only those conditions approved by the local government and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by this section, a local government may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land.

(2) The petition shall incorporate any proposed modifications to use, intensity, or development standards applicable in the parallel conventional use district. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to local government ordinances, plans adopted pursuant to G.S. 160D-5-1, or the impacts reasonably expected to be generated by the development or use of the site. The zoning regulation may provide that defined minor modifications in conditional district standards that do not involve a change in uses permitted or the density of overall development permitted may be reviewed and approved administratively. Any other modification of the conditions and standards in a conditional district shall follow the same process for approval as are applicable to zoning map amendments. If multiple parcels of land are subject to a conditional zoning, the owners of individual parcels may apply for modification of the conditions so long as the modification would not result in other properties failing to meet the terms of the conditions. Any modifications approved apply only to those properties whose owners petition for the modification.

a. *Limitations.* For parcels where multifamily structures are an allowable use, a local government may not impose a harmony requirement for permit approval if the development contains affordable housing units for families or individuals with incomes below 80 percent of the area median income.

(3) Proposed development plans shall be prepared by a licensed design professional and shall be prepared in accordance with ordinance, comprehensive or land-use plan, city design policies and state laws.

(4) When adopting or rejecting any zoning amendment, the governing board shall also approve a statement describing whether its action is consistent with and an adopted comprehensive or land-use plan and any such agreed upon conditions and that by approval they will or will not be in promoting the public health, safety, and general welfare of its citizens. Any violations of a provisions of a conditional zoning ordinance amendment shall be treated the same as any other violation of this chapter and be subject to any penalties as set forth in [section 32-47](#).

Sec. 32-202. - Industrial.

Industrial uses shall be permitted in the zoning use districts as indicated:

	R-R-20	R-15	R-MF-A	R-MF-C	R-MF-T	R-MH-1	R-MH-2	O-B-1	B-B-2	PD-RC	L-I	H-I
Building contractors' offices and storage yards, provided all open storage is screened by a									x		x	x

chainlink fence with latticework that is at least six feet in height															
Building materials storage and sale yards, provided all open storage is surrounded by a chainlink fence with latticework that is at least six feet in height											X		X	X	
Building, electrical, plumbing, and mechanical products manufacturing											X		X	X	
Flammable liquids or gases bulk storage facilities														X	
Industrial parks (see Sec. 32-252)											S (GB)		S (GB)	S (GB)	
Junkyards, provided they are screened by a chainlink fence with latticework that is not less than six feet in height														X	

**CITY OF KING CONDITIONAL ZONING
CZ-H-I-050 REQUEST BY LMC AUTOMOTIVE
GRANTED**

On the date listed below, the City Council for the City of King, NC met and held a public hearing to consider the following application:

Property Owner(s): Justin and Marty Myers

Property Location: 100 Blk. of Industrial Drive

Tax ID Numbers: 5991-48-3759 & 5991-58-2334

Proposed Use of Property and relative ordinance sections: A conditional rezoning to a heavy-industrial district for use of an automotive salvage & recycling yard. As specified in Sec.32-202 Industrial under a like use of a Junkyard.

Meeting Date: Planning Board – August 24, 2026 and City Council – September 8, 2026

Having heard all the staff, applicant, public testimonies presented at the hearing, and the recommendation of the planning board, the City of King City Council finds that the application is complete, that the application complies with the applicable requirements of the city's codified ordinances for the development proposed, and the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the city's ordinances, site plans, and the applicant's agreed upon conditions as follows:

1. All buffering & screening shall be continuously maintained and in good order as intended to create a proper visual screening of the property.
2. Owner shall continuously comply with all state requirements for maintaining a salvage and recycling facility per NCGS 136-144 & NCGS 156-512.
3. Owner shall install an eight-foot (8) chainlink fence with a barbed wire top. Fence shall have lattice strips or similar installed in the fencing to create a "close to" opaque fence. Fence shall be installed on the interior side of any buffer or existing vegetation.
4. Interior retention pond shall catch all onsite contaminants and shall be maintained on a regular basis so as not to contaminate onsite or offsite soils or water ways.
5. Stacking of vehicles shall be a maximum of 2 vehicles high, if used. Stacking shall never exceed the height of the fencing/buffer.
6. Owner shall continuously prevent the breeding of vectors (mosquitoes, rats, other vermin). Owner shall contract with a licensed pest control company for quarterly treatment of the site for these types of vermin. Records of those visits by the pest control company shall be kept onsite as proof of compliance.
7. Owner shall not create another entrance to the subject property (ID # listed above) from Industrial Drive without City Council's approval. A site plan modification would be required.

8. All vehicle draining of fluids and removal of any potentially toxic material or part shall be done on a surface that can capture and retain any spilt fluids or toxic materials.

LMC Automotive, owners of the above-identified project for the above conditional zoning, does hereby acknowledge receipt of the conditions for this zoning approval issued by the City Council of King and agrees with them. The undersigned does hereby acknowledge that no work may be done pursuant to this approval except in accordance with all its site plan, conditions and requirements and that this restriction shall be binding on them and their successors in interest.

Owner/agent (signature & Date)

Owner (signature & Date)

NORTH CAROLINA

STOKES COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the _____ day of _____, 20_____.

Notary Public: _____ (Seal)
(Signature)

County of Commission: _____

Commission Expires: _____

(Mayor's Signature)

(Date)



ORDINANCE NO. 2026-16

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF KING, NORTH CAROLINA

WHEREAS, the King City Council of King, North Carolina, has the authority pursuant to Part 3 of Article 6 of Chapter 160D of the North Carolina General Statutes to adopt and amend zoning ordinances and map designations; and

WHEREAS, a request has been made by LMC Automotive to rezone property located at SCTM 5991-48-3759 & 5991-58-2334, currently zoned as L-I (Light-Industrial), to CZ-H-I (Conditional Zoning-Heavy-Industrial); and

WHEREAS, the Planning Board reviewed the proposed rezoning request on August 24, 2026, and recommended approval of the amendment; and

WHEREAS, a public hearing was properly noticed and held by the City of King on September 8, 2026 to consider the proposed amendment; and

WHEREAS, the King City Council has reviewed the request in light of the adopted comprehensive plan and other applicable adopted plans and finds that:

1. The proposed zoning map amendment is consistent with the Stokes 2035 Comprehensive Plan, specifically in that the subject tract falls within a G-3 Mixed-Use Centers and Corridors and allows for Industrial uses;
2. The proposed rezoning is reasonable and in the public interest because it matches adjacent land use districts, has access to public utilities & roads, and would not endanger the health, safety, or general welfare of those around the use;

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

Section 1. The Official Zoning Map of the City of King is hereby amended by changing the zoning classification of the property (26.58-acres) listed as SCTM 5991-48-3759 & 5991-58-2334 from **L-I** (Light-Industrial) to **CZ-H-I** (Conditional Zoning-Heavy-Industrial), as shown in the map attached hereto.

Section 2. The rezoning is subject to the following site plans and conditions voluntary offered by the applicant: see attached site plan and conditions

Section 3. This ordinance shall become effective immediately upon its adoption.

ADOPTED this 8th day of September, 2026.

Signature of Mayor

Date

ATTEST:

Signature of City Clerk

Date

Please publish in the Stokes News August 13, 2026, and August 20, 2026; Affidavit required

**City of King
Notice of Public Hearing**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the **City Council** of King at the King City Hall, 229 S. Main St., on the **8th day of September 2026**, beginning at 6 p.m., for the purpose of considering the following:

Amendment of the official zoning map and/or ordinance of King, N.C. by the City Council referenced in Code of Ordinance listed below and per Chapter 32-Zoning, Sec. 32-71, 72, 73, 74, and 75, in the following manner:

Item 1: Rezoning request **CZ-H-I-050**, by Marty and Justin Myers of Lewisville/East Bend, NC, to rezone approximately 26.58 acres from **L-I** (Light-Industrial) to **CZ-H-I** (Conditional Zoning-Heavy-Industrial) for the purpose of constructing a car salvage yard. Subject properties are listed as being SCTM 5991-48-3759 and 5991-58-2334 and is found in the 100 block of Industrial Drive on the Southwest side.

In accordance with the Code of Ordinances, Chapter 32-Zoning, Sec. 32-96 the City of King **Planning Board/Board of Adjustment** will hold a review session and make a recommendation to the city council on the foregoing amendment on **August 24, 2026**, at 6 p.m. at City Hall.

CITIZENS ARE HEREBY NOTIFIED that upon consideration of the comments at the herein-described public hearings, the City Council may amend the proposed ordinance amendments prior to adoption.

A copy of the proposed amendments, maps, ordinance, and requests are on file at the City Hall for inspection by all interested citizens or you can call the Planning Department at 983-8265.

Nicole Branshaw, NCCMC
City Clerk



PUBLIC HEARING NOTICE

CITY OF KING

NOTICE OF PROPOSED ZONING CLASSIFICATION ACTION

In the accordance with North Carolina General Statute 160D-601, notice is hereby given that the herein zoning classification action has been requested for property located: in the 100 Blk. of Industrial Drive being listed as SCTM 5991-48-3759 & 5991-58-2334.

As required by NCGS 160D-601, You as (X) owner of the proposed property zoning classification action hearing described above and/or () an abutting property owner to the aforementioned property are advised that LMC Automotive of Lewisville & East Bend, NC has requested that the City of King take the following action with regards to the property at the aforementioned location: to rezone approximately 26.58-acres from L-I (Light-Industrial) to CZ-H-I (Condition Zoning – Heavy - Industrial) for the purpose of operating an automotive salvage & recycling business per the requirements of the city's zoning ordinance and any conditions assigned to the project at the King City Council meeting.

Be advised that the **City Council of King** will review and take action on this request at City Hall (229 S. Main St.) on September 8, 2026, at 6:00 p.m., prior to this hearing the King **Planning Board** will review the request and make a recommendation on August 24, 2026, at City Hall at 6:00 p.m. **Surrounding property owners and other interested persons are welcome to attend the Public Hearing to provide their comments and questions.**

If additional information or clarification is necessary, please contact the City's Planning Department at (336) 983-8265 or email at tc Cox@ci.king.nc.us or ewright@ci.king.nc.us

Zoning Enforcement Officer



PUBLIC HEARING NOTICE

CITY OF KING

NOTICE OF PROPOSED ZONING CLASSIFICATION ACTION

In the accordance with North Carolina General Statute 160D-601, notice is hereby given that the herein zoning classification action has been requested for property located: in the 100 Blk. of Industrial Drive being listed as SCTM 5991-48-3759 & 5991-58-2334.

As required by NCGS 160D-601, You as () owner of the proposed property zoning classification action hearing described above and/or (X) an abutting property owner to the aforementioned property are advised that LMC Automotive of Lewisville & East Bend, NC has requested that the City of King take the following action with regards to the property at the aforementioned location: to rezone approximately 26.58-acres from L-I (Light-Industrial) to CZ-H-I (Condition Zoning – Heavy - Industrial) for the purpose of operating an automotive salvage & recycling business per the requirements of the city’s zoning ordinance and any conditions assigned to the project at the King City Council meeting.

Be advised that the **City Council of King** will review and take action on this request at City Hall (229 S. Main St.) on September 8, 2026, at 6:00 p.m., prior to this hearing the King **Planning Board** will review the request and make a recommendation on August 24, 2026, at City Hall at 6:00 p.m. **Surrounding property owners and other interested persons are welcome to attend the Public Hearing to provide their comments and questions.**

If additional information or clarification is necessary, please contact the City’s Planning Department at (336) 983-8265 or email at tc Cox@ci.king.nc.us or ewright@ci.king.nc.us

Zoning Enforcement Officer

REQUEST NO. CZ-H-I-050

NOTIFICATION OF
ZONING CLASSIFICATION ACTION
MAILING LIST

I. PROPERTY OWNER (S)

A. NAME: Fron Mule LLC
ADDRESS: 2622 N Friendship Rd
King, NC 27021
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 37

B. NAME _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

II. ABUTTING PROPERTY OWNER (S):

A. NAME: Salem Dare Properties LLC
ADDRESS: 220 Ellis Crest Ln
Pilot Mountain, NC 27041
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 32

B. NAME: Pathway Chapel Church of God
ADDRESS: 312 Newsome Rd
King, NC 27021
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 31A

C. NAME: Redmon-Shand Properties LLC
ADDRESS: 1005 Cass Collins Rd
Germananton, NC 27019
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 31H

D. NAME: Holder Solar Farm LLC
ADDRESS: 7525 Peggy Dr
Clemmons, NC 27012
TELEPHONE NO. _____
MAP # 73 ZONING DIST. L-I
PARCEL # 27

E. NAME: Samuel + Loretta Chamberlain
ADDRESS: P.O. Box 1696
King, NC 27021
TELEPHONE NO. _____
MAP # 83 ZONING DIST. R-MH-2
PARCEL # 38A

F. NAME: Samuel + Loretta Chamberlain
ADDRESS: 6090 Richmond Oaks Rd
Tobaccoville, NC 27050
TELEPHONE NO. _____
MAP # 83 ZONING DIST. R-MH-2
PARCEL # 38E

G. NAME: Betty Chamberlain
ADDRESS: P.O. Box 901
King, NC 27021
TELEPHONE NO. _____
MAP # 83 ZONING DIST. R-MH-2
PARCEL # 38D

H. NAME: Linda Flippin
ADDRESS: 104 Kayla Dr
King, NC 27021
TELEPHONE NO. _____
MAP # 83 ZONING DIST. R-MH-2
PARCEL # 38B

I. NAME: Dynamic Real Estate Development LLC
ADDRESS: P.O. Box 429
King, NC 27021
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 36A

J. NAME: HPM3 Properties LLC
ADDRESS: P.O. Box 872
MT. AIRY, NC 27030
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 35

K-050-D

REQUEST NO. CZ-H-I-050

NOTIFICATION OF
ZONING CLASSIFICATION ACTION
MAILING LIST

II. ABUTTING PROPERTY OWNER (S):

K. NAME: Red Oak Properties NC LLC
ADDRESS: 153 Matthews Cir
Pilot Mountain, NC 27041
TELEPHONE NO. _____
MAP # 83 ZONING DIST. L-I
PARCEL # 35B

M. NAME: _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

O. NAME: _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

Q. NAME: _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

S. NAME: _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

K-050-D

L. NAME _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

N. NAME _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

P. NAME _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

R. NAME _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

T. NAME _____
ADDRESS: _____
TELEPHONE NO. _____
MAP # _____ ZONING DIST. _____
PARCEL # _____

CITY OF KING ZONING ACTION REQUEST/PERMIT

REQUEST NO. **CZ-H-I-050**

I. APPLICANT: Justin & Marty Myers **DATE OF REQUEST:** 6-30-2026
ADDRESS: 7481 Shallowford Road/2828 Tom's Ridge Lane **COUNTY:** Stokes **TOWNSHIP:** Yadkin
Lewisville, NC 27023/East Bend, NC 27018 **DEED BOOK:** 554 **PAGE:** 1240
TELEPHONE: (336) 407-4343/336.407.9262 **TAX MAP:** 5991-48/58 **PARCEL:** 3759/2334
ZONING DISTRICT: L-I (Light-Industrial) **SUBDIVISION LOT NO.:** N/A
OWNERS (SUBJECT & ABUTTING PROPERTIES): See Site Plan

II. APPLICATION IS HEREBY MADE FOR THE HEREIN DESCRIBED ZONING ACTION ON
PROPERTY LOCATED: In the 100 Block of Industrial Drive on the SW side.

THE REQUESTED ACTION IS: Approval of the conditional rezoning of a 26.58-acre tract to CZ-H-I.

IS THE PROPERTY LOCATED IN THE WATERSHED PROTECTION AREA? YES X NO

IS THE PROPERTY LOCATED IN A FLOOD PLAIN? YES NO X **IF YES SEE ATTACHMENT B**

III. INDICATE TYPE REQUEST:

 REZONING PERMIT
X CONDITIONAL ZONING REQUEST
 SPECIAL USE PERMIT
 VARIANCE PERMIT
 TEMPORARY PERMIT (SITE INSP.)

 TEMPORARY PERMIT (NO SITE INSP.)
 MINOR SUBDIVISION PLAT REVIEW
 MAJOR SUBDIVISION PLAT REVIEW
 PLAT FILING FEE
 WATERSHED REVIEW

Justin & Marty Myers
 APPLICANT'S OR AGENTS SIGNATURE

Dwight Z. Cop
 ZONING ENFORCEMENT OFFICER

(SEE FEE SCHEDULE) **TOTAL FEE DUE:** \$2,000.00 + \$783.45 (Advert.) = \$2,783.45

IV. PLANNING BOARD WILL REVIEW (IF REQUIRED): August 24, 2026, at 6 pm at city hall

BOARD OF ADJUSTMENT WILL REVIEW & HOLD A QUASI-JUDICIAL HEARING:

COUNCIL WILL REVIEW & HOLD PUBLIC HEARING (IF REQUIRED): September 8, 2026, at 6 pm at city hall

PROPERTY POSTED BY: August 18, 2026

NOTIFICATIONS MAILED BY: August 18, 2026

NEWSPAPER ADVERTISEMENT: August 20, 2026 & August 27, 2026

V. ACTION BY PLANNING BOARD/BOARD OF ADJUSTMENT

APPROVAL/RECOMMENDATION **DISAPPROVAL** **APPROVAL WITH MODIFICATIONS:**

DATE

CHAIRMAN

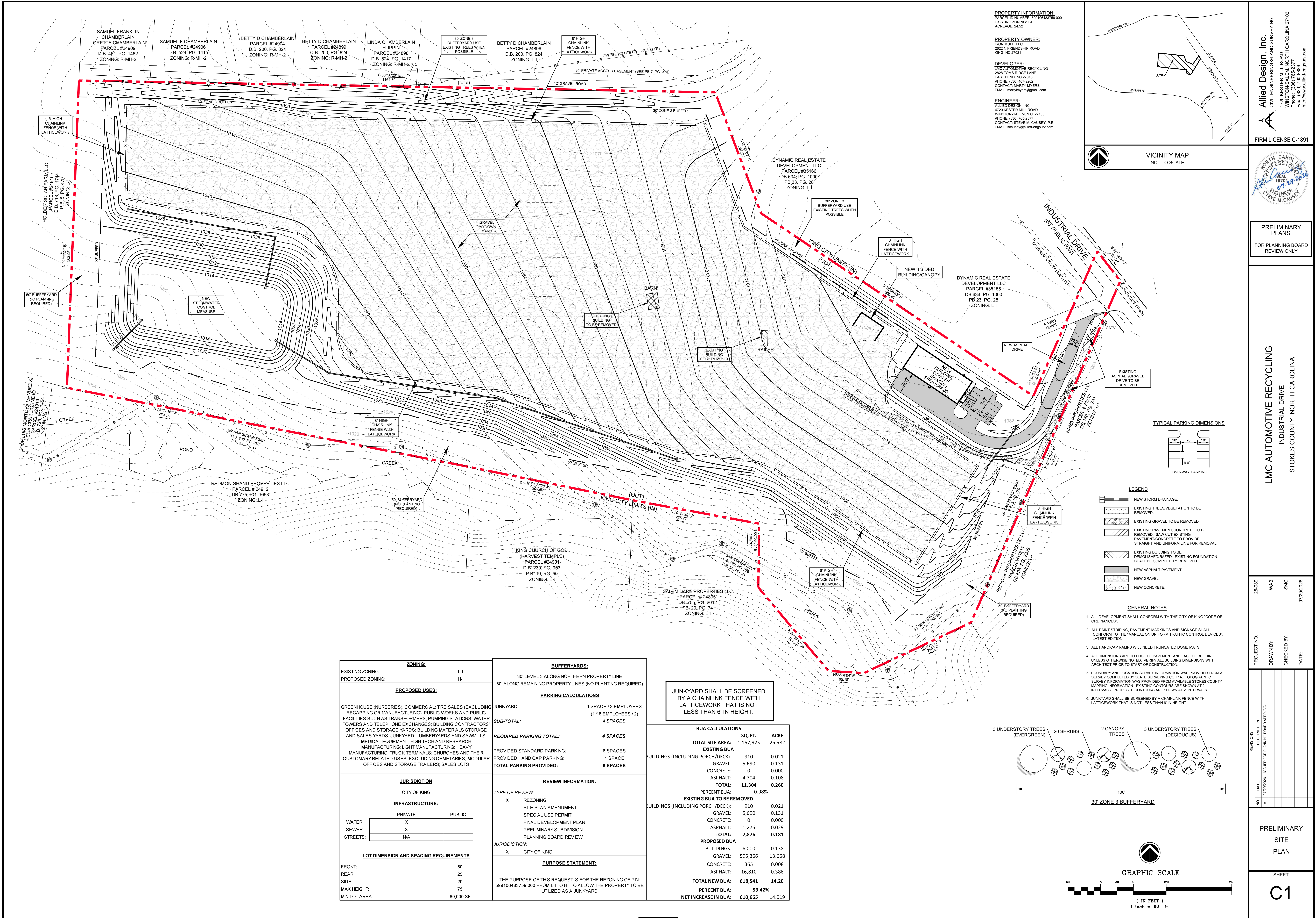
VI. ACTION BY CITY COUNCIL

APPROVAL **DISAPPROVAL** **APPROVAL WITH MODIFICATIONS/CONDITIONS:**

COMMENTS:

DATE

MAYOR

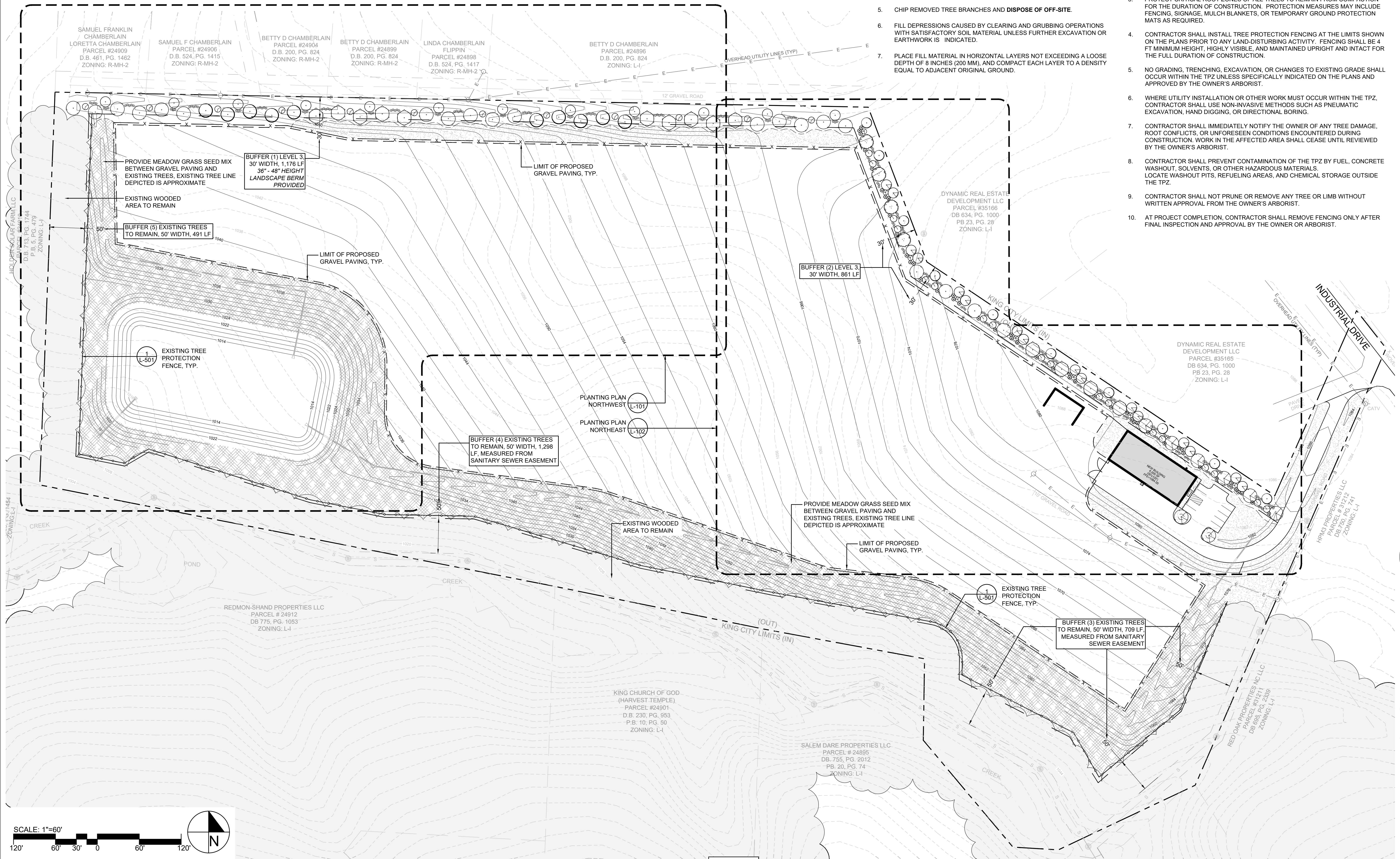




L-100	OVERALL SITE LANDSCAPE AND KEY PLANS
L-101	PLANTING PLAN NORTHWEST
L-102	PLANTING PLAN NORTHEAST
L-501	PLANTING DETAILS AND CALCULATIONS

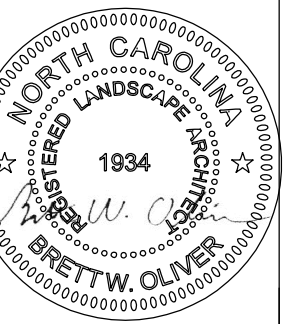
1. REMOVE OBSTRUCTIONS, TREES, SHRUBS, AND OTHER VEGETATION TO PERMIT INSTALLATION OF NEW CONSTRUCTION.
2. DO NOT REMOVE TREES, SHRUBS, AND OTHER VEGETATION INDICATED TO REMAIN OR TO BE RELOCATED.
3. GRIND DOWN STUMPS AND REMOVE ROOTS, OBSTRUCTIONS, AND DEBRIS TO A DEPTH OF **18 INCHES** BELOW EXPOSED SUBGRADE.
4. USE ONLY HAND METHODS FOR GRUBBING WITHIN PROTECTION ZONES.
5. CHIP REMOVED TREE BRANCHES AND **DISPOSE OFF-SITE**.
6. FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY SOIL MATERIAL UNLESS FURTHER EXCAVATION OR EARTHWORK IS INDICATED.
7. PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING A LOOSE DEPTH OF 8 INCHES (200 MM), AND COMPACT EACH LAYER TO A DENSITY EQUAL TO ADJACENT ORIGINAL GROUND.

1. CONTRACTOR SHALL NOT OPERATE VEHICLES, STORE VEHICLES OR MATERIALS, STOCKPILE SOIL, OR DISPOSE OF ANY WASTE MATERIALS WITHIN THE TREE DRIPLINE OR DESIGNATED TREE PROTECTION ZONE (TPZ).
2. DAMAGE TO EXISTING TREES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE UNDER THE DIRECTION OF A CERTIFIED ARBORIST SELECTED BY THE OWNER. REPAIRS MAY INCLUDE ROOT PRUNING, CROWN PRUNING, SOIL REMEDIATION, OR OTHER MEASURES AS RECOMMENDED BY THE ARBORIST.
3. PROTECT CRITICAL ROOT ZONES OF ALL TREES TO REMAIN FROM COMPACTION FOR THE DURATION OF CONSTRUCTION. PROTECTION MEASURES MAY INCLUDE FENCING, SIGNAGE, MULCH BLANKETS, OR TEMPORARY GROUND PROTECTION MATS AS REQUIRED.
4. CONTRACTOR SHALL INSTALL TREE PROTECTION FENCING AT THE LIMITS SHOWN ON THE PLANS PRIOR TO ANY LAND-DISTURBING ACTIVITY. FENCING SHALL BE 4 FT MINIMUM HEIGHT, HIGHLY VISIBLE, AND MAINTAINED UPRIGHT AND INTACT FOR THE FULL DURATION OF CONSTRUCTION.
5. NO GRADING, TRENCHING, EXCAVATION, OR CHANGES TO EXISTING GRADE SHALL OCCUR WITHIN THE TPZ UNLESS SPECIFICALLY INDICATED ON THE PLANS AND APPROVED BY THE OWNER'S ARBORIST.
6. WHERE UTILITY INSTALLATION OR OTHER WORK MUST OCCUR WITHIN THE TPZ, CONTRACTOR SHALL USE NON-INVASIVE METHODS SUCH AS PNEUMATIC EXCAVATION, HAND DIGGING, OR DIRECTIONAL BORING.
7. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF ANY TREE DAMAGE, ROOT CONFLICTS, OR UNFORESEEN CONDITIONS ENCOUNTERED DURING CONSTRUCTION. WORK IN THE AFFECTED AREA SHALL CEASE UNTIL REVIEWED BY THE OWNER'S ARBORIST.
8. CONTRACTOR SHALL PREVENT CONTAMINATION OF THE TPZ BY FUEL, CONCRETE WASHOUT, SOLVENTS, OR OTHER HAZARDOUS MATERIALS. LOCATE WASHOUT PITS, REFUELING AREAS, AND CHEMICAL STORAGE OUTSIDE THE TPZ.
9. CONTRACTOR SHALL NOT PRUNE OR REMOVE ANY TREE OR LIMB WITHOUT WRITTEN APPROVAL FROM THE OWNER'S ARBORIST.
10. AT PROJECT COMPLETION, CONTRACTOR SHALL REMOVE FENCING ONLY AFTER FINAL INSPECTION AND APPROVAL BY THE OWNER OR ARBORIST.



BETTY D CHAMBERLAIN
PARCEL #24896
D.B. 200, PG. 824
ZONING: L-I

LMC AUTOMOTIVE RECYCLING
INDUSTRIAL DRIVE
STOKES COUNTY, NORTH CAROLINA

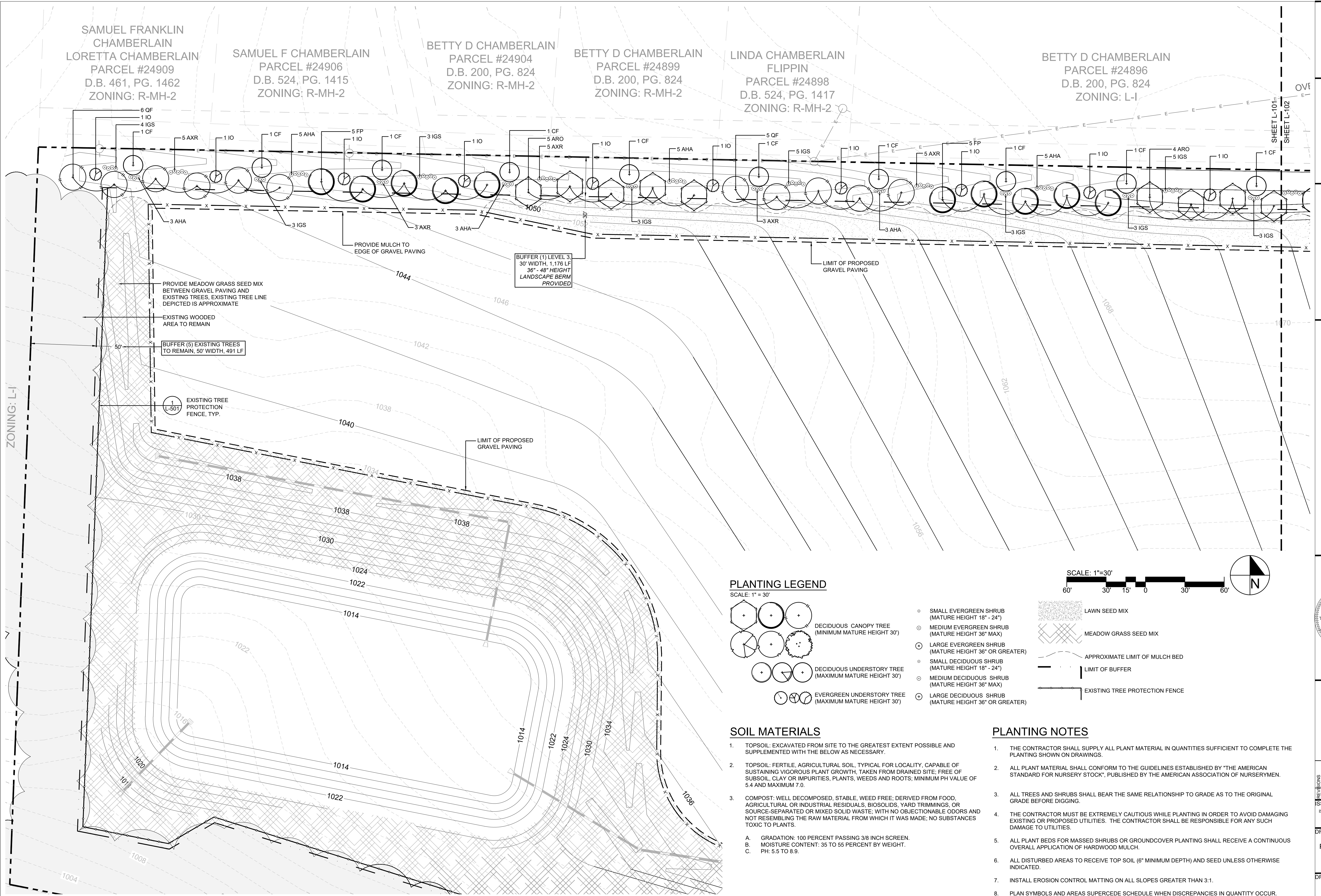
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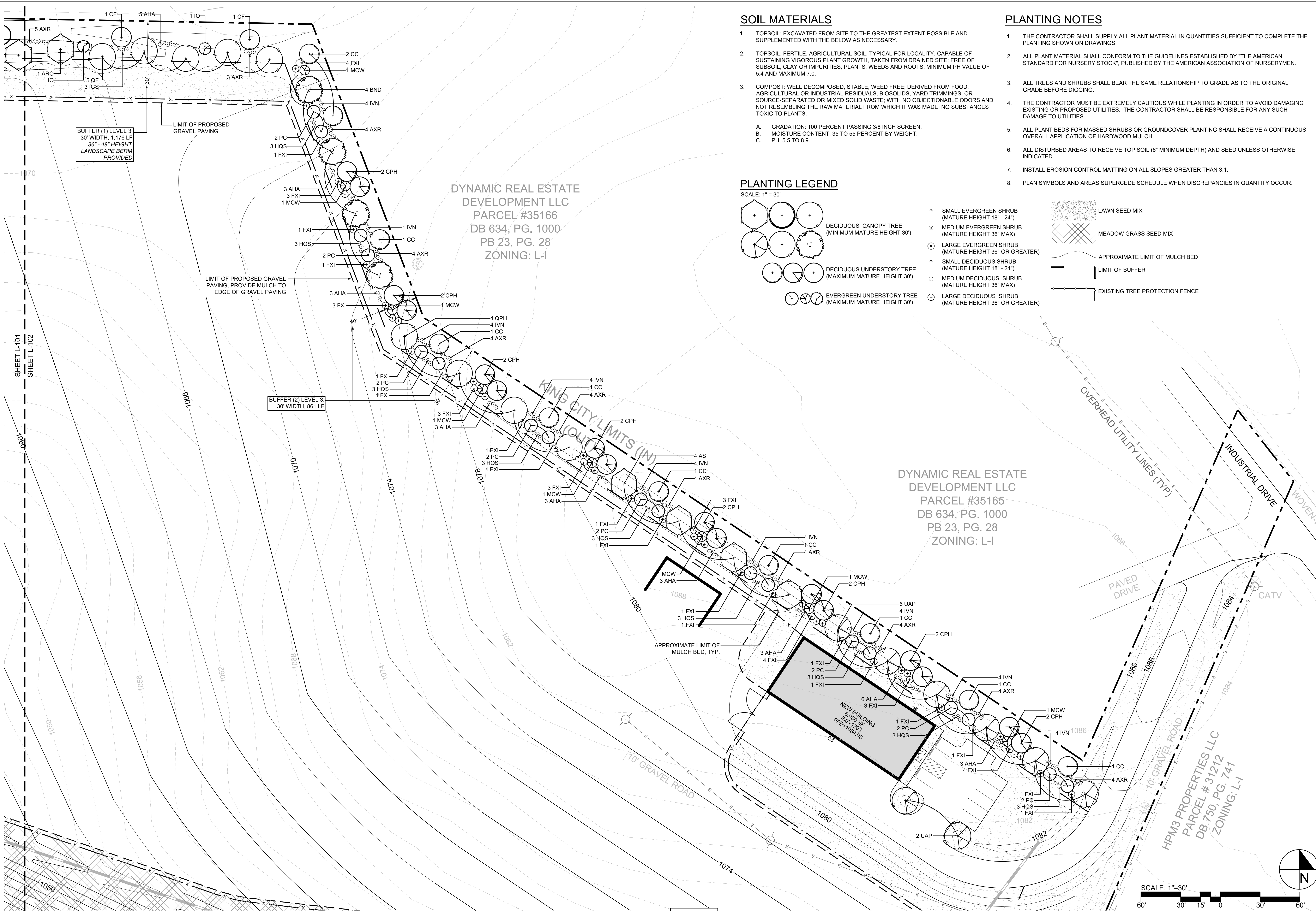
DRAWING TITLE

PLANTING PLAN
NORTHWEST

DRAWING NUMBER

L-101





SOIL MATERIALS

1. TOPSOIL: EXCAVATED FROM SITE TO THE GREATEST EXTENT POSSIBLE AND SUPPLEMENTED WITH THE BELOW AS NECESSARY.
2. TOPSOIL: FERTILE, AGRICULTURAL SOIL, TYPICAL FOR LOCALITY, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, TAKEN FROM DRAINED SITE; FREE OF SUBSOIL, CLAY OR IMPURITIES, PLANTS, WEEDS AND ROOTS; MINIMUM PH VALUE OF 5.4 AND MAXIMUM 7.0.
3. COMPOST: WELL DECOMPOSED, STABLE, WEED FREE; DERIVED FROM FOOD, AGRICULTURAL OR INDUSTRIAL RESIDUALS, BIOSOLIDS, YARD TRIMMINGS, OR SOURCE-SEPARATED OR MIXED SOLID WASTE; WITH NO OBJECTIONABLE ODORS AND NOT RESEMBLING THE RAW MATERIAL FROM WHICH IT WAS MADE; NO SUBSTANCES TOXIC TO PLANTS.
 - A. GRADATION: 100 PERCENT PASSING 3/8 INCH SCREEN.
 - B. MOISTURE CONTENT: 35 TO 55 PERCENT BY WEIGHT.
 - C. PH: 5.5 TO 8.9.

PLANTING LEGEND

SCALE: 1" = 30'

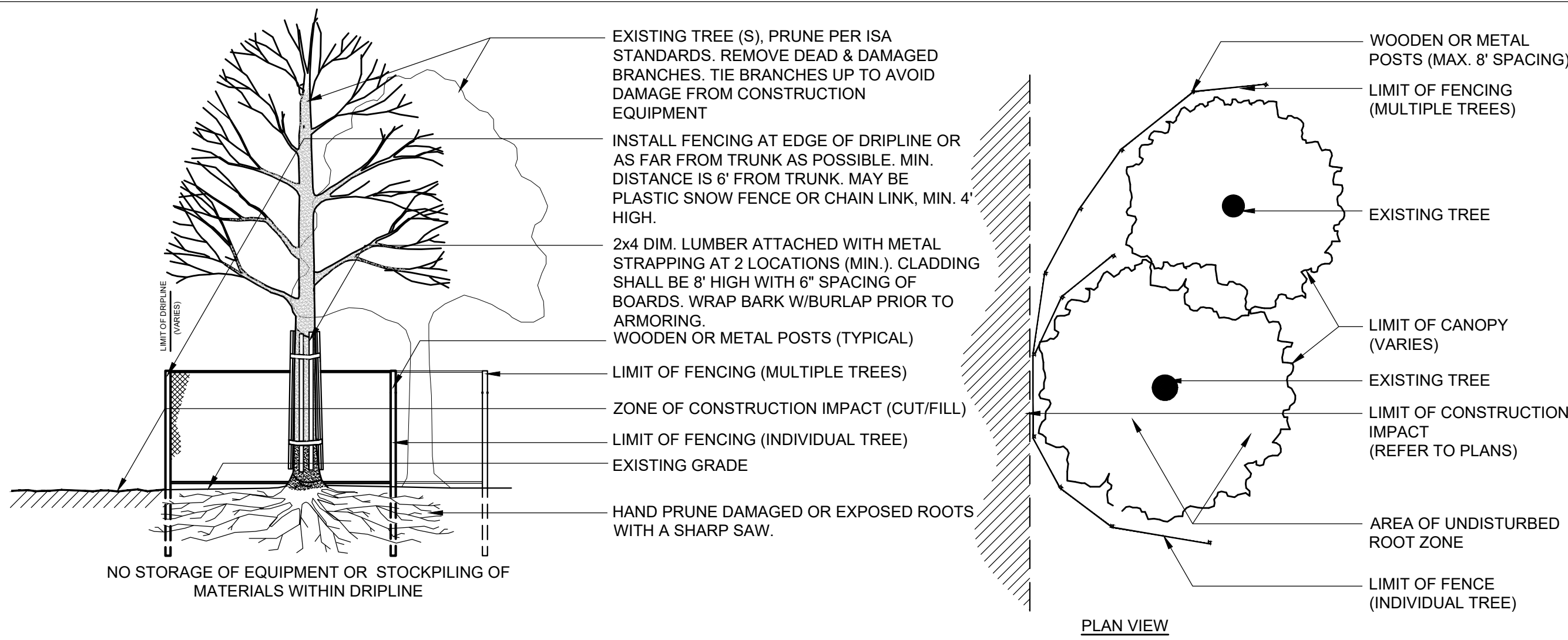
- DECIDUOUS CANOPY TREE (MINIMUM MATURE HEIGHT 30')
- DECIDUOUS UNDERSTORY TREE (MAXIMUM MATURE HEIGHT 30')
- EVERGREEN UNDERSTORY TREE (MAXIMUM MATURE HEIGHT 30')
- SMALL EVERGREEN SHRUB (MATURE HEIGHT 18" - 24")
- MEDIUM EVERGREEN SHRUB (MATURE HEIGHT 36" MAX)
- LARGE EVERGREEN SHRUB (MATURE HEIGHT 36" OR GREATER)
- SMALL DECIDUOUS SHRUB (MATURE HEIGHT 18" - 24")
- MEDIUM DECIDUOUS SHRUB (MATURE HEIGHT 36" MAX)
- LARGE DECIDUOUS SHRUB (MATURE HEIGHT 36" OR GREATER)

PLANTING NOTES

1. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON DRAWINGS.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY "THE AMERICAN STANDARD FOR NURSERY STOCK", PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL TREES AND SHRUBS SHALL BEAR THE SAME RELATIONSHIP TO GRADE AS TO THE ORIGINAL GRADE BEFORE DIGGING.
4. THE CONTRACTOR MUST BE EXTREMELY CAUTIOUS WHILE PLANTING IN ORDER TO AVOID DAMAGING EXISTING OR PROPOSED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE TO UTILITIES.
5. ALL PLANT BEDS FOR MASSSED SHRUBS OR GROUND COVER PLANTING SHALL RECEIVE A CONTINUOUS OVERALL APPLICATION OF HARDWOOD MULCH.
6. ALL DISTURBED AREAS TO RECEIVE TOP SOIL (6" MINIMUM DEPTH) AND SEED UNLESS OTHERWISE INDICATED.
7. INSTALL EROSION CONTROL MATTING ON ALL SLOPES GREATER THAN 3:1.
8. PLAN SYMBOLS AND AREAS SUPERCEDE SCHEDULE WHEN DISCREPANCIES IN QUANTITY OCCUR.

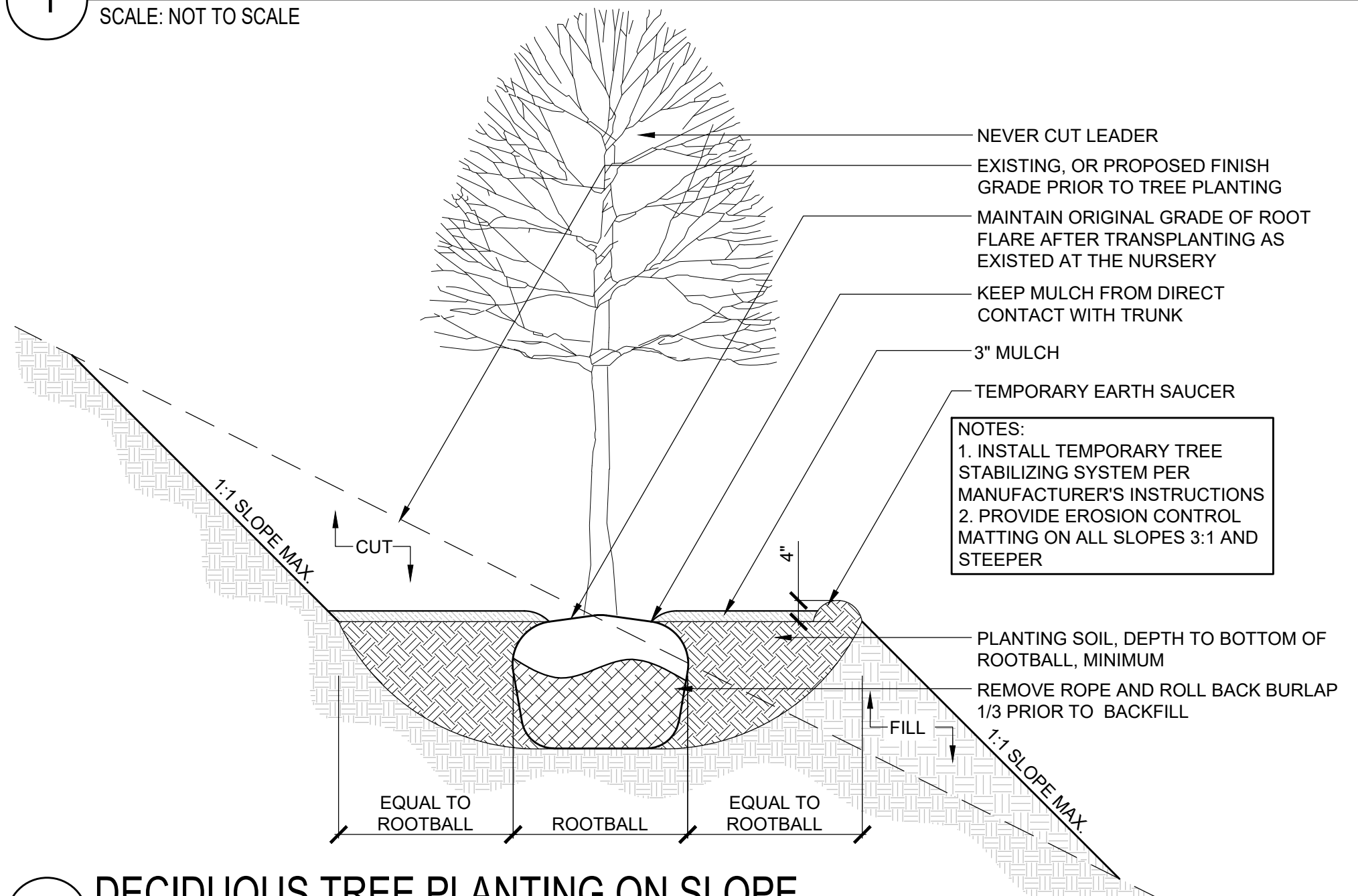
- LAWN SEED MIX
- MEADOW GRASS SEED MIX
- APPROXIMATE LIMIT OF MULCH BED
- LIMIT OF BUFFER
- EXISTING TREE PROTECTION FENCE

REVISIONS	NO.	DATE	DESCRIPTION
ISSUE			
ISSUED FOR PERMITTING		08/03/2026	



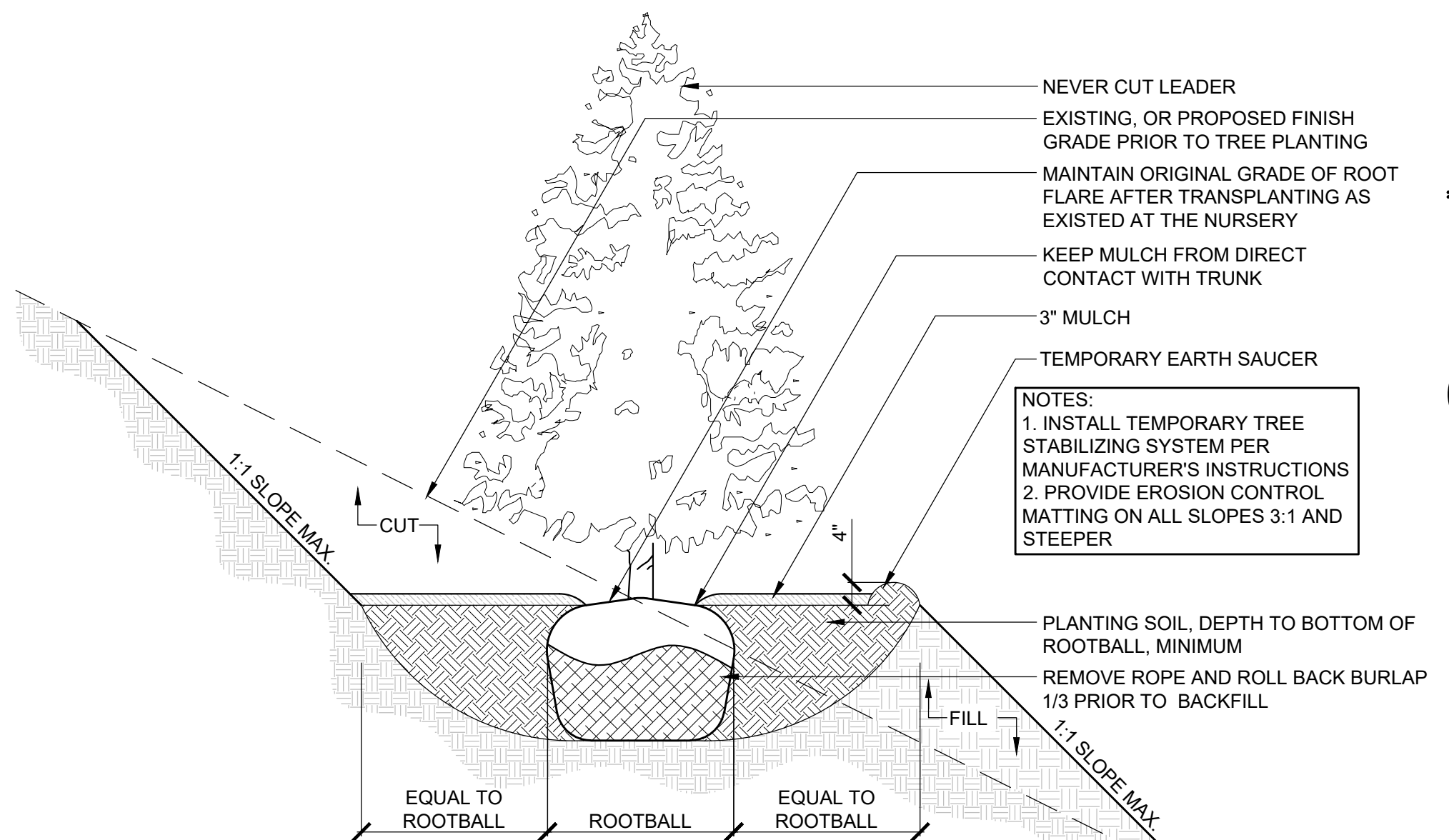
1 EXISTING TREE PROTECTION

SCALE: NOT TO SCALE



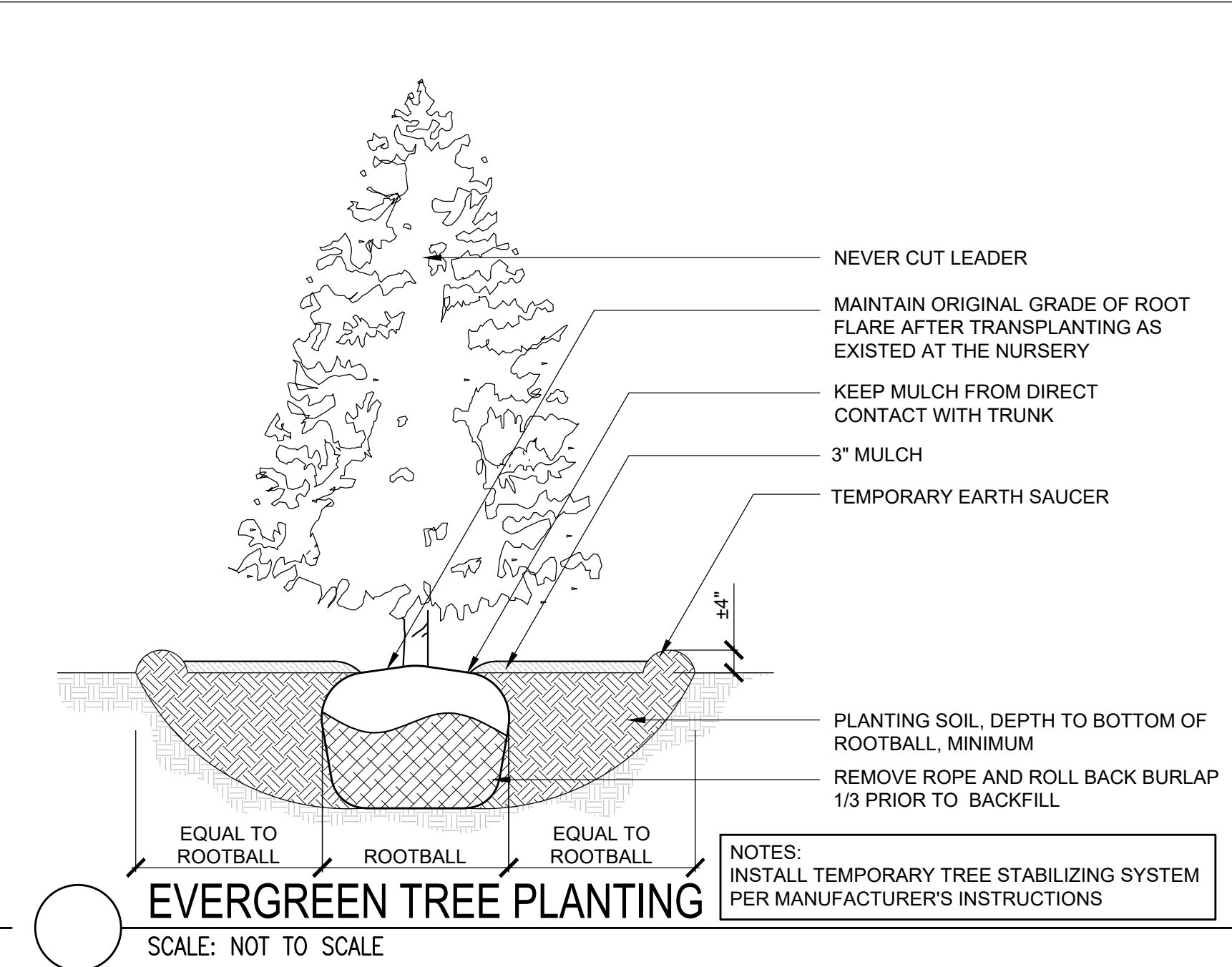
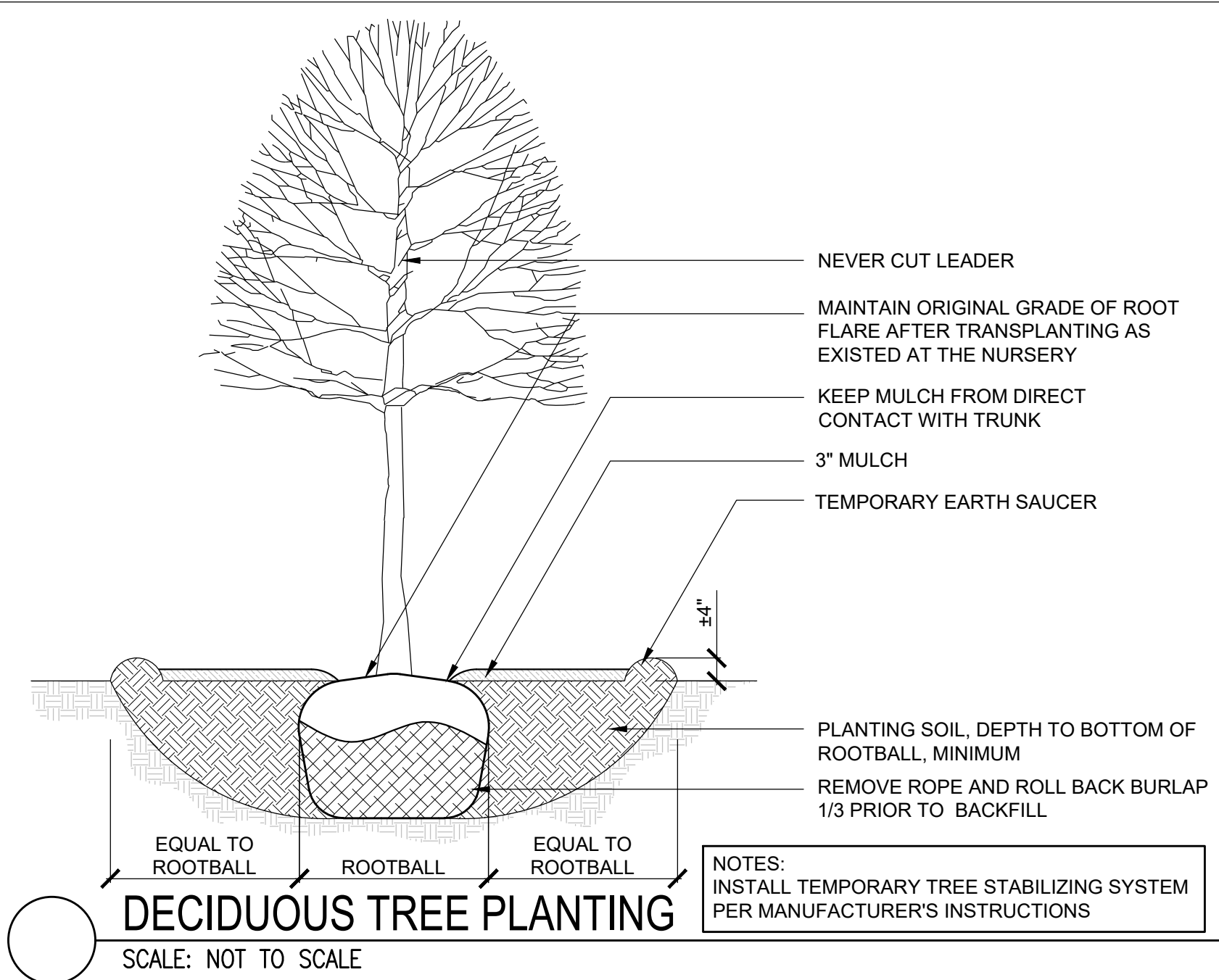
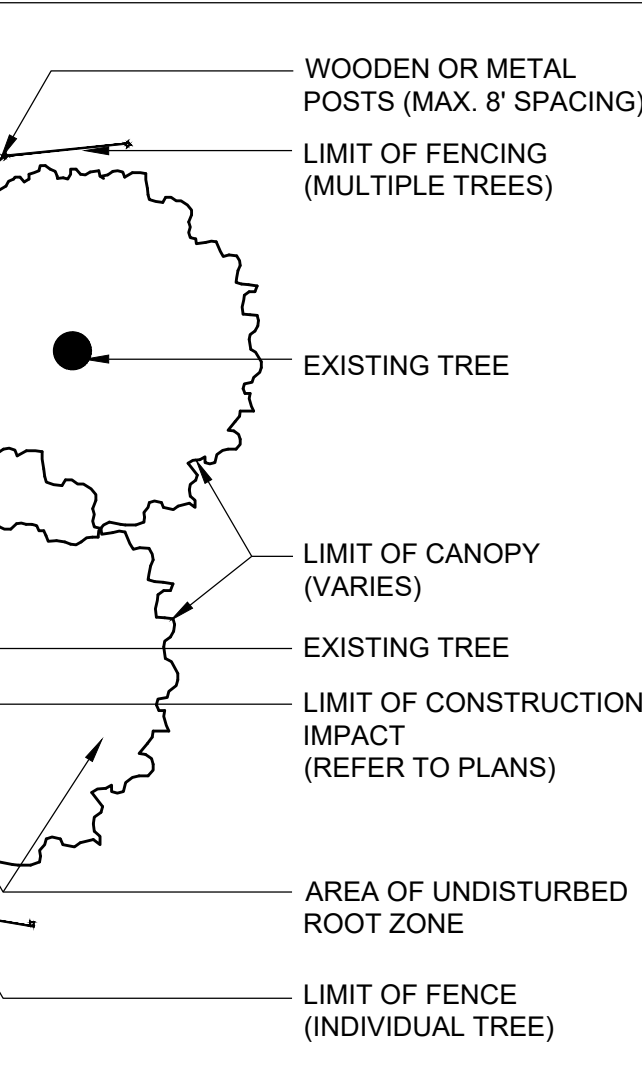
DECIDUOUS TREE PLANTING ON SLOPE

SCALE: NOT TO SCALE



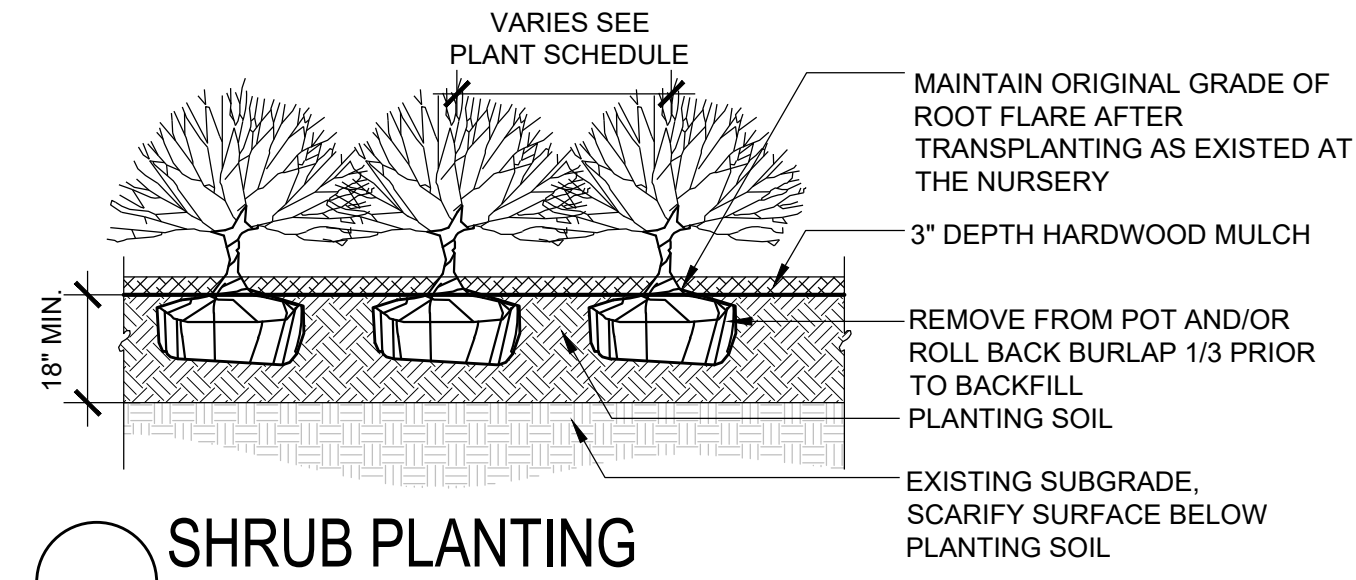
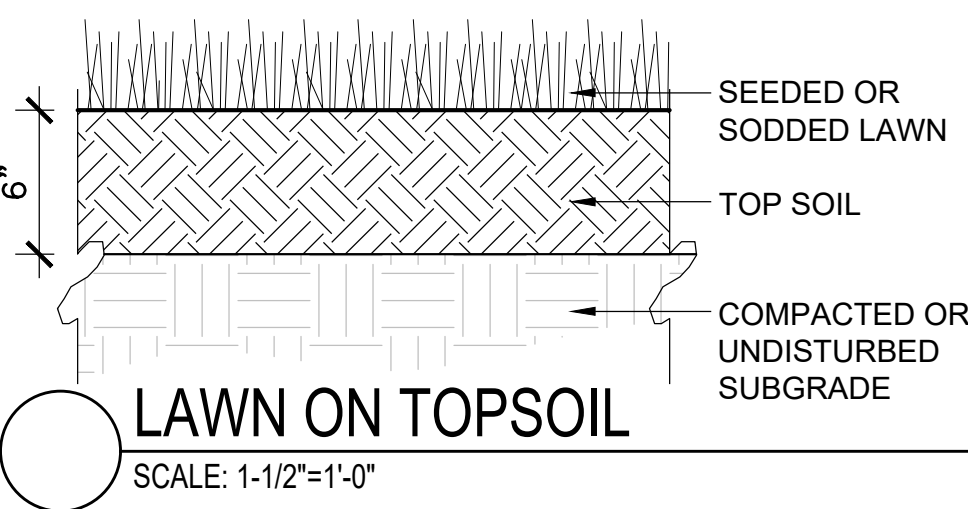
EVERGREEN TREE PLANTING ON SLOPE

SCALE: NOT TO SCALE



PLANT SCHEDULE					
Symbol	Quantity	Scientific Name	Common Name	Size	Spacing
Large Variety Deciduous Trees (Mature Height ≥ 40' Mature Spread ≥ 30')					
ARO	10	<i>Acer rubrum</i> 'October Glory'	October Glory Red Maple	3" Cal. Min. 8'-10' Ht.	Refer to Plan
AS	4	<i>Acer saccharum</i>	Sugar Maple	3" Cal. Min. 8'-10' Ht.	Refer to Plan
BND	4	<i>Betula nigra</i> 'Dura Heat'	Dura-Heat River Birch	3" Cal. Min. 8'-10' Ht. (3 Trunks)	Refer to Plan
FP	10	<i>Fraxinus pennsylvanica</i>	Green Ash	3" Cal. Min. 8'-10' Ht.	Refer to Plan
QF	16	<i>Quercus falcata</i>	Southern Red Oak	3" Cal. Min. 8'-10' Ht.	Refer to Plan
QPH	4	<i>Quercus phellos</i>	Willow Oak	3" Cal. Min. 8'-10' Ht.	Refer to Plan
UAP	8	<i>Ulmus americana</i> 'Princeton'	American Elm	3" Cal. Min. 8'-10' Ht.	Refer to Plan
Small - Medium Variety Deciduous Trees (Mature Height 15' - 45')					
CC	10	<i>Carpinus caroliniana</i>	American Hornbeam	2" Cal. Min. 6'-8' Ht.	Refer to Plan
CF	12	<i>Cornus florida</i>	Dogwood	2" Cal. Min. 6'-8' Ht.	Refer to Plan
CFC		<i>Cornus florida</i> 'Cherokee Princess'	Cherokee Princess Dogwood	2" Cal. Min. 6'-8' Ht.	Refer to Plan
CPH	16	<i>Crataegus phaenopyrum</i>	Washington Hawthorne	2" Cal. Min. 6'-8' Ht.	Refer to Plan
Large Variety Evergreen Trees (Mature Height ≥ 35') (Primary Evergreen Plants)					
IO	12	<i>Ilex opaca</i>	American Holly	6' - 8' Ht	Refer to Plan
Small - Medium Variety Evergreen Trees (Mature Height 25' - 30') (Primary Evergreen Plants)					
PC	18	<i>Prunus caroliniana</i>	Carolina Cherry Laurel	6' Ht	Refer to Plan
MCW	8	<i>Myrica cerifera</i>	Southern Waxmyrtle	15 Gal. (4'-5' Ht.)	Refer to Plan
Medium Evergreen Shrubs (Mature Height ≥ 36")					
AHA	59	<i>Azalea hybrida</i> 'Amachasa'	Amaghassa Azalea	3 Gal. (18" Ht)	36" O.C.
AXR	68	<i>Abelia x grandiflora</i> 'Rose Creek'	Rose Creek Abelia	3 Gal. (18" Ht)	36" O.C.
IGS	31	<i>Ilex glabra</i> 'Shamrock'	Shamrock Inkberry	3 Gal. (18" Ht)	36" O.C.
IVN	36	<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon Holly	3 Gal. (18" Ht)	36" O.C.
Medium Deciduous Shrubs (Mature Height ≥ 36")					
HQS	27	<i>Hydrangea quercifolia</i> 'Snow Queen'	Oakleaf Hydrangea	3 Gal. (18" Ht)	36" O.C.
Large Deciduous Shrubs (Mature Height > 36")					
FXI	47	<i>Forsythia x intermedia</i>	Border Forsythia	5 Gal. (24" Ht)	48" O.C.

Meadow Grass Seed Mix		
40%	<i>Schizachyrium scoparium</i>	Little Bluestem
10%	<i>Andropogon virginicus</i>	Broomsedge
25%	<i>Sorghastrum nutans</i>	Indian Grass
20%	<i>Panicum virgatum</i>	Switchgrass
5%	<i>Andropogon ternarius</i>	Splitbeard Bluestem
Total	100%	



SHRUB PLANTING

SCALE: NOT TO SCALE

REQUIRED PLANTING CALCULATIONS - KING, NC

BUFFERING AND SCREENING REQUIREMENTS - PER SECTION 32-259

BUFFER 1 - LEVEL 3		* LANDSCAPE BERM PROVIDED
BUFFER WIDTH (FT)	30	
BUFFER LENGTH (LF)	1,176	

DECIDUOUS CANOPY TREES (2" CAL. MIN. AT TIME OF PLANTING, SPACED 18' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	3
---	---

QUANTITY OF DECIDUOUS CANOPY TREES REQUIRED	35.3
QUANTITY OF DECIDUOUS CANOPY TREES PROVIDED	36

EVERGREEN CANOPY TREES (8' MIN. HEIGHT AT TIME OF PLANTING, SPACED 15' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	0
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QUANTITY OF EVERGREEN CANOPY TREES REQUIRED	0.0
QUANTITY OF EVERGREEN CANOPY TREES PROVIDED	

DECIDUOUS UNDERSTORY TREES (1" CAL. MIN., 8' MIN. HEIGHT AT TIME OF PLANTING FOR SINGLE TRUNK, 8' MIN. HEIGHT FOR MULTI-TRUNK, SPACED 12' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	2
--	---

QUANTITY OF DECIDUOUS UNDERSTORY TREES REQUIRED	* 23.5
QUANTITY OF DECIDUOUS UNDERSTORY TREES PROVIDED	12

* DECIDUOUS AND EVERGREEN UNDERSTORY TREES USED TO MEET REQUIREMENTS

EVERGREEN UNDERSTORY TREES (6' MIN. HEIGHT AT TIME OF PLANTING, SPACED 10' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	0
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QUANTITY OF EVERGREEN UNDERSTORY TREES REQUIRED	0.0
QUANTITY OF EVERGREEN UNDERSTORY TREES PROVIDED	12

* DECIDUOUS AND EVERGREEN UNDERSTORY TREES USED TO MEET REQUIREMENTS

TOTAL QUANTITY OF UNDERSTORY TREES PROVIDED	* 24
--	-------------

SHRUBS (15" MIN. HEIGHT AT TIME OF PLANTING, SPACED 36" O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	8
--	---

QUANTITY OF SHRUBS REQUIRED	94.1
QUANTITY OF SHRUBS PROVIDED	95

BUFFER 2 - LEVEL 3	
BUFFER WIDTH (FT)	30
BUFFER LENGTH (LF)	861

DECIDUOUS CANOPY TREES (2" CAL. MIN. AT TIME OF PLANTING, SPACED 18' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	2
---	---

QUANTITY OF DECIDUOUS CANOPY TREES REQUIRED	17.2
QUANTITY OF DECIDUOUS CANOPY TREES PROVIDED	18

EVERGREEN CANOPY TREES (8' MIN. HEIGHT AT TIME OF PLANTING, SPACED 15' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	0
---	---

QUANTITY OF EVERGREEN CANOPY TREES REQUIRED	0.0
QUANTITY OF EVERGREEN CANOPY TREES PROVIDED	

DECIDUOUS UNDERSTORY TREES (1" CAL. MIN., 8' MIN. HEIGHT AT TIME OF PLANTING FOR SINGLE TRUNK, 8' MIN. HEIGHT FOR MULTI-TRUNK, SPACED 12' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	3
--	---

QUANTITY OF DECIDUOUS UNDERSTORY TREES REQUIRED	25.8
QUANTITY OF DECIDUOUS UNDERSTORY TREES PROVIDED	26

EVERGREEN UNDERSTORY TREES (6' MIN. HEIGHT AT TIME OF PLANTING, SPACED 10' O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	3
---	---

QUANTITY OF EVERGREEN UNDERSTORY TREES REQUIRED	25.8
QUANTITY OF EVERGREEN UNDERSTORY TREES PROVIDED	26

SHRUBS (15" MIN. HEIGHT AT TIME OF PLANTING, SPACED 36" O.C. MIN.) PER 100 LF OF BUFFER REQUIRED	20
--	----

QUANTITY OF SHRUBS REQUIRED	172.2
QUANTITY OF SHRUBS PROVIDED	173



CITY OF KING CITY COUNCIL

MEETING DATE:
SEPTEMBER 8, 2026

PART A

Subject: **PUBLIC HEARING** - AMENDMENT TO CHAPTER 14. – FLOODS ORDINANCE

Action Requested: Review and approve **Ordinance 2026-15** – an ordinance to amend Chapter 14. – Floods.

Attachments:

- Public hearing notice.
- Ordinance 2025-15.
- Proposed text amendment and info.

This abstract requires review by:

City Manager

City Attorney

Todd Cox, Int. Planning & Zoning Official
Emerson Wright, Planner Intern

×

×

PART B

Introduction and Background:

As a result of the tragedies in the Asheville area during Tropical Storm Helene (Hurricane Helene), the NC State Department of Public Safety – Division of Emergency Management has updated the statewide model flood ordinance. This would also be in keeping with the NC General Statutes found in 160D and would cause the city to update our flood ordinance to be in compliance with the model ordinance.

Discussion and Analysis:

Our city attorney has looked at this and attached is staff and his recommendations for the proposed amendments to chapter 14.

Budgetary Impact:

Cost to add to Municode and advertise the proposed amendment.

Recommendation:

Staff recommends the proposed amendment.

Planning Board – the board recommends unanimously to approve the text amendments.

Council action –

1. To approve **Ordinance 2026-15** amending Chapter 14. – Floods.

Please publish in the Stokes News August 20, 2026, and August 27, 2026; Affidavit required.

**City of King
Notice of Public Hearing**

NOTICE IS HEREBY GIVEN that a series of public hearings will be held by the **City Council of King** at city hall, 229 S. Main Street, on **September 8, 2026**, beginning at 6:00 p.m. for the purpose of considering the following:

Amendment of the official code of ordinances of the City of King, N.C. in the following manner:

Item 1: To review and approve/deny a proposed revisions and/or additions to Chapter 14 – Flood ordinance.

In accordance with the Code of Ordinances, Chapter 32-Zoning, Sec. 32-96 the City of King **Planning Board/Board of Adjustment** will review the foregoing amendments on **August 24, 2026**, beginning at 6 p.m. at city hall and make a formal recommendation to the city council.

CITIZENS ARE HEREBY NOTIFIED that upon consideration of the comments at the herein-described public hearings, the city council may amend the proposed ordinance amendments prior to adoption.

A copy of the proposed amendments is on file at city hall for inspection by all interested citizens or you can call the planning department or city clerk at (336) 983-8265.

Nicole Branshaw, CMC
City Clerk

ORDINANCE NO. 2026-15
AMENDING CHAPTER 14

**AN ORDINANCE AMENDING CHAPTER 14, FLOODS, OF THE CODE OF
ORDINANCES OF THE CITY OF KING, NORTH CAROLINA, TO REPEAL AND
REENACT ARTICLE II, FLOOD DAMAGE PREVENTION ORDINANCE, IN ITS
ENTIRETY, IN ORDER TO ADOPT UPDATED FLOODPLAIN MANAGEMENT
REGULATIONS CONSISTENT WITH THE MARCH 2026 NORTH CAROLINA
STATE MODEL NON-COASTAL FLOOD DAMAGE PREVENTION ORDINANCE
AND APPLICABLE FEDERAL AND STATE LAW**

WHEREAS, the City of King (the “City”) is a participating community in the National Flood Insurance Program (“NFIP”), and the continued availability of federally-backed flood insurance to owners of property within the City and its extraterritorial jurisdiction depends upon the City's maintenance of floodplain management regulations that meet or exceed the minimum standards established by the Federal Emergency Management Agency (“FEMA”) under 44 C.F.R. Part 60; and

WHEREAS, the North Carolina Division of Emergency Management, acting as the State NFIP Coordinator, has issued a revised statewide model ordinance, the North Carolina State Model Non-Coastal Flood Damage Prevention Ordinance (March 2026), reflecting updated minimum floodplain management standards, and has recommended that participating communities, including the City, update their local flood damage prevention ordinances to remain consistent with that model and in good standing under the NFIP; and

WHEREAS, the North Carolina General Assembly's 2021 recodification of local development regulation authority into Chapter 160D of the North Carolina General Statutes has rendered obsolete certain statutory citations in the City's existing Flood Damage Prevention Ordinance, which was originally enacted November 7, 1988, and has since been amended, but has not been comprehensively updated to reflect Chapter 160D, current FEMA minimum criteria, or the March 2026 State Model; and

WHEREAS, the City Council has caused to be prepared, and has reviewed, a comprehensive revision of Chapter 14, Article II of the Code of Ordinances (the “2026 Revision”), adapting the March 2026 State Model to the City's existing Chapter 14 numbering and organizational structure, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Legislature of the State of North Carolina has, in Part 6 of Article 21 of Chapter 143, Article 8 of Chapter 160A, Articles 1, 7, 9, and 11 of Chapter 160D, and G.S. 160A-174(a) of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations, including floodplain management regulations, designed to promote the public health, safety, and general welfare; and

WHEREAS, the 2026 Revision set forth in Exhibit A comes forward in part by re-enactment of provisions of the City's existing Flood Damage Prevention Ordinance, and it is not the intention of the City Council to repeal, but rather to re-enact and continue without interruption the enforcement of such

existing provisions, so that all rights and liabilities that have accrued thereunder are preserved and may be enforced, as further provided in Section 14-126 of Exhibit A; and

WHEREAS, the City Council finds that adoption of the 2026 Revision is necessary to protect the public health, safety, and general welfare of the City's residents, to minimize public and private losses due to flooding, to maintain the City's eligibility and good standing in the National Flood Insurance Program, and to bring the City's floodplain management regulations into conformity with current federal and state law.

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

Section 1. Chapter 14, Article II, “Flood Damage Prevention Ordinance,” of the Code of Ordinances of the City of King, North Carolina, is hereby repealed in its entirety and reenacted to read as set forth in Exhibit A, attached hereto and incorporated herein by reference (new ordinance provisions shown in Exhibit A as the operative text of Chapter 14, Article II).

Section 2. Except as expressly amended, repealed, and reenacted by Section 1 of this ordinance and Exhibit A, Chapter 14, Article I (Secs. 14-1—14-30, Reserved), and all other Chapters and provisions 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, including Exhibit A, 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 September 8, 2026.

ADOPTED this ____ day of _____, 2026.

CITY COUNCIL OF THE CITY OF KING, NORTH CAROLINA

By: _____

[NAME], Mayor

ATTEST:

[NAME], City Clerk

EXHIBIT A

King Flood Damage Prevention Ordinance (2026 Revision)

Chapter 14 – FLOODS

ARTICLE I. – IN GENERAL

Secs. 14-1 – 14-30. – Reserved.

ARTICLE II. FLOOD DAMAGE PREVENTION ORDINANCE

DIVISION 1. – NON-COASTAL REGULAR PHASE

Sec. 14-31. - STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6 of Article 21 of Chapter 143; Article 8 of Chapter 160A; and Articles 1, 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the City Council of King, North Carolina, does ordain as follows:

Sec. 14-32. - FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of the city and its extraterritorial jurisdiction (E.T.J.) are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities and by the occupancy in flood prone areas by uses vulnerable to floods or other hazards. Such obstructions and occupancy by uses located in flood-prone areas may pose hazards to other lands that are not adequately elevated, floodproofed, or otherwise protected from flood damage.

Sec. 14-33. - STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

Sec. 14-34. - OBJECTIVES.

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

Sec. 14-35. - DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have NOT been determined.

AE Zone is the Special Flood Hazard Area subject to inundation by the 1% annual chance flood where base flood elevations have been determined by detailed or limited detailed methods.

Accessory Structure (Appurtenant Structure) means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports, and storage sheds are common urban accessory structures. Pole barns, hay sheds, and the like qualify as accessory structures on farms and may or may not be located on the same parcel as the farm dwelling or shop building.

Addition (to an existing building) means an extension or increase in the floor area or height of a building or structure.

AH Zone is the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually areas of ponding), where average depths are between one (1) and three (3) feet. Base flood elevations derived from detailed hydraulic analyses are shown in this zone.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

AO Zone means the Special Flood Hazard Area with a 1% annual chance of shallow flooding (usually sheet flow on sloping

terrain) where average depths are between one (1) and three (3) feet. Average flood depths derived from detailed hydraulic analyses are shown in this zone.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

Area of Shallow Flooding means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard see "Special Flood Hazard Area (SFHA)".

Area of Future-Conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Base Flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a "Special Flood Hazard Area", it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the "Freeboard," establishes the "Regulatory Flood Protection Elevation".

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Building see "Structure".

Chemical Storage Facility means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical flood information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire, and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use, or store hazardous materials or hazardous waste.

Design Flood See "Regulatory Flood Protection Elevation."

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations, or storage of equipment or materials.

Development Activity means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

Digital Flood Insurance Rate Map (DFIRM) means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

Disposal means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

Dry Floodproofing means a combination of measures that make a building and attendant utilities and equipment watertight and substantially impermeable to floodwater, with structural components having the capacity to resist flood loads. Please refer to Technical Bulletin 3, *Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings*, and available from the FEMA.

Elevated Building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Encroachment means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

Existing building and existing structure means any building and/or structure for which the “start of construction” commenced before the effective date of the floodplain management regulations adopted by a community, dated July 4, 1989.

Existing Manufactured Home Park or Manufactured Home Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community, dated July 4, 1989.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood Boundary and Floodway Map (FBFM) means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

Flood Insurance means the insurance coverage provided under the National Flood Insurance Program.

Flood Insurance Rate Map (FIRM) means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas applicable to the community are delineated. (see also DFIRM)

Flood Insurance Study (FIS) means an examination, evaluation, and determination of flood hazards, corresponding water

surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs).

Flood Prone Area see “Floodplain”

Flood Zone means a geographical area shown on a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain Administrator means the individual appointed by the city manager to administer and enforce the floodplain management regulations.

Floodplain Development Permit means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Management Regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood-resistant material means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

Floodway means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

Freeboard means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

Functionally Dependent Facility means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Hazardous Waste Management Facility means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

Highest Adjacent Grade (HAG) means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

Historic Structure means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Local Government (CLG) Program.”

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light Duty Truck means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

Lowest Adjacent Grade (LAG) means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

Manufactured Home Park means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Repository means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products has the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data, the NC FRIS website (<https://fris.nc.gov/>) is the map repository. Repositories of historical flood hazard data are available on the Flood.NC website (<https://flood.nc.gov/ncflood/>) and the FEMA Flood Map Service Center website (<https://msc.fema.gov/portal/home>).

Market Value means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

New Construction means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Non-Conversion Agreement means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

Non-Encroachment Area (NEA) means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

Post-FIRM means construction or other development for which the "start of construction" occurred on or after July 4, 1989, the effective date of the initial Flood Insurance Rate Map. (The initial FIRM date can be found in the FEMA Community Status Book.)

Pre-FIRM means construction or other development for which the "start of construction" occurred before July 4, 1989, the effective date of the initial Flood Insurance Rate Map. (The initial FIRM date can be found in the FEMA Community Status Book.)

Principally Above Ground means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

Public Safety and/or Nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational Vehicle (RV) means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use;
- (e) Is fully licensed and ready for highway use;
- (f) Has no attached deck, porch, or shed; and
- (g) Has quick disconnect sewage, water, and electrical connectors.

For the purpose of this ordinance "Tiny Homes/Houses" and Park Models that do not meet the items listed above in this definition are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures under this ordinance.

Reference Level means the bottom of the lowest horizontal structural member of the lowest floor for structures within all Special

Flood Hazard Areas.

Regulatory Flood Protection Elevation means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 2-feet of freeboard. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least 4-feet above the highest adjacent grade.

Remedy a Violation means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property means any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Salvage Yard means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership. In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

1. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

Solid Waste Disposal Facility means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

Solid Waste Disposal Site means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

Special Flood Hazard Area (SFHA) means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Section 14-37 of this ordinance.

Start of Construction (includes substantial improvement) means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

Substantial Damage means the cumulative damage of any origin sustained by a structure during any five-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 30 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any cumulative combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any five-year period for which the cost equals or exceeds 30 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Section 14-70 of this ordinance.

Technical Bulletin and Technical Fact Sheet means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

Temperature Controlled means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

Variance is a grant of relief from the requirements of this ordinance. See Sec. 14-70.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Divisions 2 and 3 is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation (WSE) means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

X Zones means areas determined to be low to moderate risk flood zones and are located outside the community's delineated Special Flood Hazard Area (SFHA) and include the following:

- (a) Shaded - is the area of moderate flood hazard and can represent:
 - (1) 0.2% annual chance flood hazard area (500-year flood zone),
 - (2) Areas of 1% annual chance flood with average depth less than one (1) foot, or
 - (3) Areas of 1% annual chance flood with drainage areas of less than one (1) square mile
- (b) Unshaded - is the area of minimal flood hazard determined to be outside of the 0.2% annual chance flood (500-year flood zone).

SEC. 14-36. - LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas and Community Flood Hazard Areas (CFHAs) as defined in Section 14-35. Definitions within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) and Bona Fide Farms as allowed by law, of the City of King, NC.

SEC. 14-37. - BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 4, 1989 for Stokes County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of King:

- (1) Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

When Advisory Flood Studies have been provided by the North Carolina Floodplain Mapping Program to the City of King:

- (1) The data, which are adopted by reference and declared a part of this ordinance, shall be utilized where no base flood elevations or floodway areas exist, or where the Advisory Flood Studies exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA, or
- (2) The applicant shall provide a more detailed analysis of the flood hazards for the site for floodplain management purposes.

The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate Community Flood Hazard Areas (CFHA). Such evidence may include but shall not be limited to:

- (1) Eyewitness accounts of historic flooding or other reports of historic flooding deemed credible by the community;
- (2) Surveyed high-water marks;
- (3) Geologic features observed that resemble floodplains (such as flat areas along streams);
- (4) Proximity to manmade or natural constrictions in or along a watercourse (such as road crossings that can cause backwater effects), and;
- (5) Drainage basin characteristics (such as drainage area, slope, percent impervious cover, land use, etc.).

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail.

Sec. 14-38. - ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas and Community Flood Hazard Areas determined in accordance with the provisions of Section 14-37 of this ordinance.

Sec. 14-39. - COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 14-40. - ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 14-41. - INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

Sec. 14-42. - WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of King or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Sec. 14-43. - REMEDIES FOR VIOLATION.

- (1) Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to North Carolina General Statute § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall be fined not more than \$100.00 per day.. Each day such violation continues shall be considered a separate offense.
- (2) Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, may be enforced through the provisions set forth in Chapter 14, Division 2, and/or through the provisions set forth in Chapter 32, Section 32-47.
- (3) The remedies set forth herein are cumulative and not exclusive. Nothing herein contained shall prevent the City of King from taking such other lawful action as is necessary to prevent or remedy any violation.

Secs. 14-44—14-65. – Reserved

DIVISION 2. - ADMINISTRATION.

Sec. 14-66. - DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator, who shall be an individual appointed by the city manager, or the Floodplain Administrator's designee, is hereby authorized and directed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

Sec. 14-67. - FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT, AND CERTIFICATION REQUIREMENTS.

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas and Community Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
 - (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (1) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - (2) The boundary of the Special Flood Hazard Area as delineated on the FIRM, Community Flood

Hazard Area, or other flood map as determined in Section 14-37, or a statement that the entire lot is within the Special Flood Hazard Area;

- (3) Flood zone(s) designation of the proposed development area as determined on the FIRM, by the community, or other flood map as determined in Section 14-37;
 - (4) The boundary of the floodway(s) or non-encroachment area(s) as determined in Section 14-37;
 - (5) The Base Flood Elevation (BFE) where provided as set forth in Section 14-37; Section 14-68; or Section 14-100, or by the community;
 - (6) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 - (7) The certification of the plot plan by a registered land surveyor or professional engineer.
- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area or Community Flood Hazard Area including but not limited to:
- (1) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - (2) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
 - (3) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
- (c) If floodproofing, a Floodproofing Certificate (FEMA Form FF-206-FY-22-153) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
- (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
- (1) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (2) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Section 14-97(4)(c) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Section 14-97, subsections (6) and (7) of this ordinance are met.
- (1) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

- (2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:
- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.) including a cost estimate.
 - (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Section 14-37.
 - (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
 - (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
 - (e) All certification submittal requirements with timelines.
 - (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Section 14-102 have been met.
 - (g) The flood openings requirements.
 - (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
 - (1) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) **Certification Requirements.**

- (a) Elevation Certificates
 - (1) An Elevation Certificate (FEMA Form FF-206-FY-22-152) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
 - (2) An Elevation Certificate (FEMA Form FF-206-FY-22-152) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.
 - (3) A final Finished Construction Elevation Certificate (FEMA Form FF-206-FY-22-152) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation

showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(1) A final Finished Construction Floodproofing Certificate (FEMA Form FF-206-FY-22-153), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Section 14-97(3)(b).

(d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

(1) Recreational Vehicles meeting requirements of Section 14-97(6)(b);

(2) Temporary Structures meeting requirements of Section 14-97(7); and

(3) Accessory Structures that are 150 square feet or less and meeting requirements of Section 14-97(8).

(4) **Substantial Improvement/Damage determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the

proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Sec. 14-68. - DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas or Community Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas or Community Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Section 14-102 are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Section 14-67(3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Section 14-67(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Section 14-67(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Section 14-67(3) and Section 14-97(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this division.
- (11) When BFE data has not been provided in accordance with the provisions of Section 14-37, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including Community Flood Hazard Data and data developed pursuant to Section 14-100(2)(c), in order to administer the provisions of this ordinance.

- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Section 14-37, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.
- (13) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (14) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progress, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (15) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (16) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (17) Make periodic inspections throughout the Special Flood Hazard Areas or Community Flood Hazard Area within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (18) Follow through with corrective procedures of Section 14-69.
- (19) Review, provide input, and make recommendations for variance requests.
- (20) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Section 14-37 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (21) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).
- (22) Make substantial improvement and post event damage assessments and determinations:
 - (a) Conduct damage assessments for damaged structures located within the SFHA or Community Flood Hazard Area.
 - (b) Complete substantial improvement/damage determinations in accordance with the provisions of Section 14-67(4).
- (23) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development

permit file.

- (24) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

Sec. 14-69. - CORRECTIVE PROCEDURES.

- (1) Stop Work Order: The Floodplain Administrator may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedied the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to remedy such violation or violations
- (2) Notice of Violation. If the Floodplain Administrator determines that an owner, occupant, applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
- (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement that the determination of violation may be appealed to the Board of Adjustment by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).
- (3) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the city shall first notify the owner, applicant or other responsible person in writing of its intended action. The city shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to remedy such violation. In the event the applicant or other responsible person fails to remedy such violation after such notice and remedial period, the city may take or impose any one or more of the following enforcement actions or penalties:
- (a) Termination of utility service and/or withhold or revoke Certificate of Occupancy: The city may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violation or violations described therein.
 - (b) Suspension, revocation, or modifications of permit: The city may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the

applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise remedy the violations described therein, provided such permit may be reinstated (upon such conditions as the city may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

- (c) Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a Class 1 misdemeanor pursuant to North Carolina General Statute § 143-215.58.

- (i) Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100 per day. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of King from taking such other lawful actions, pursuant to North Carolina General Statute § 153A, 160A, and 160D, as is necessary to prevent or remedy any violation.

- (ii) Enforcement by an appropriate equitable remedy issuing from a court of competent jurisdiction may be pursued if the offender fails to remedy the violation, pays assessed fines, and/or fails to file an appeal within the prescribed period of time. In such case, the general court of justice shall have jurisdiction to issue such orders as may be appropriate.

- (d) Civil Penalties. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall subject the violator to a civil penalty as provided in this section. The procedures authorized by this subsection is an additional and alternative remedy available to the city independent of other remedies or enforcement procedures.

- (i) Amount. A violation of any provision of this chapter shall subject the violator to a civil penalty of one hundred dollars (\$100.00). 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.

- (ii) 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.

- (iii) 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.

- (iv) Collection. If a civil penalty assessed under this section is not paid within the time period stated in subsection (d)(iii) 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).

- (4) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

- (a) Any person receiving a Notice of Violation may appeal the determination of the floodplain administrator to the Board of Adjustment. The Notice of Appeal must be in writing and be received by the floodplain administrator and the clerk within thirty (30) days of the date of the Notice of Violation. In the absence of an appeal, the determination of the floodplain administrator shall be final.

- (b) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be the Board of Adjustment. The Appeal Board shall hear an appeal within a reasonable time and shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any

monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. In the absence of a petition for review of a quasi-judicial decision, the decision of the Appeal Board shall be final.

- (c) A petition for review of a quasi-judicial decision can be requested by any person with standing aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. The petition shall be received by the clerk of superior court within 30 days of the date of the local governing body decision.

- (5) Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure remains noncompliant. The community must coordinate a request for Section 1316 declaration to the FEMA Regional Office through the State NFIP Coordinator.

Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied. If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by FEMA and flood insurance eligibility restored.

Sec. 14-70. - VARIANCE PROCEDURES.

- (1) The Board of Adjustment as established by the City of King, shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the Board of Adjustment may appeal such decision to the Court, as provided in Chapters 7A and 160D of the North Carolina General Statutes.
- (3) Variances may be issued for:
 - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Section 14-35 of this ordinance, provided provisions of Section 14-70(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under Section 14-35 of this ordinance as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- (g) The compatibility of the proposed use with existing and anticipated development;
 - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
- (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
 - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
 - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) Variances shall only be issued prior to development permit approval.
 - (e) Variances shall only be issued upon:
 - (1) A showing of good and sufficient cause;
 - (2) A determination that failure to grant the variance would result in exceptional hardship; and
 - (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
- (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
 - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection

Elevation.

- (d) The use complies with all other applicable federal, state and local laws.
- (e) The City of King has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance, in accordance with North Carolina General Statutes §143-215.54A(b).

Sec. 14-71 – 14-95. – Reserved.

DIVISION 3. - PROVISIONS FOR FLOOD HAZARD REDUCTION.

Sec. 14-96. - GENERAL STANDARDS.

In all Special Flood Hazard Areas, the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, air-conditioning, plumbing, duct systems, and other building utility systems, equipment, and service facilities must be located at or above the Regulatory Flood Protection Elevation (RFPE) and/or specially designed to prevent water from entering or accumulating within the components and installed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation. Utility systems, equipment, and service facilities include, but are not limited to, HVAC equipment, water softener units, bath/kitchen plumbing fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, fuel tanks, and electric outlets/switches.
 - (a) Replacements part of a substantial improvement must also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the

other requirements of this ordinance.

- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Section 14-70(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Section 14-67(3).
- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a building or structure is located in more than one flood hazard zone or in a flood hazard zone with multiple base flood elevations, the provisions for the more restrictive flood hazard zone and the highest BFE shall apply.
- (16) Structural fill shall not be used unless design and construction of the structural fill accounts for the following:
 - (a) consolidation of the underlying soil under the weight of the fill and the structure,
 - (b) differential settlement due to variations in fill composition and characteristics, and
 - (c) slope stability and erosion control during conditions of the base flood.

Sec. 14-97. - SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Section 14-37 the following provisions, in addition to the provisions of Section 14-96, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in Section 14-35 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Section 14-35 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation (RFPE) in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Section 14-103(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Section 14-67(3), along with the operational plan and the inspection and maintenance plan.
- (3) Manufactured Homes.
 - (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation (RFPE), as defined in Section 14-35 of this ordinance.

- (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
 - (c) All enclosures or skirting below the lowest floor shall meet the requirements of Section 14-97(4).
 - (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.
- (4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:
- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
 - (b) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
 - (c) Shall include flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - (1) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 - (2) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - (3) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - (4) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
 - (5) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - (6) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
 - (d) Shall not be temperature-controlled or conditioned.
 - (e) Property owners shall be required to execute and record a non-conversion agreement prior to issuance of a building permit declaring that the area below the lowest floor shall not be improved, finished or otherwise converted to habitable space; the City of King will have the right to inspect the enclosed area. The City of King will conduct annual inspections. This agreement shall be recorded with the Stokes or Forsyth County Register of Deeds and shall transfer with the property in perpetuity.
- (5) Additions/Improvements.
- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination

with any interior modifications to the existing structure are:

- (1) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
 - (2) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
- (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.
- (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
- (1) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
 - (2) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
- (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a 5-year period, the cumulative cost of which equals or exceeds 30 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the 5-year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:
- (1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
 - (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (6) Recreational Vehicles. Recreational vehicles shall meet the following:
- (a) Placement of a Recreational Vehicle in the Regulatory Floodway or *Non-Encroachment Area* is prohibited. This includes both temporary and permanent placement.
 - (b) Temporary Placement
 - (1) Be on site for fewer than 180 consecutive days; or
 - (2) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and has no permanently attached additions.)
 - (c) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.
- (7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be

submitted in writing to the Floodplain Administrator for review and written approval:

- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;
- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
- (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

(8) Accessory Structures.

- (a) When accessory structures (sheds, detached garages, etc.) with a footprint of no more than 600 square feet are placed within A, AO, AH, AE and A99 flood zones, wet floodproofing may be permitted when the following criteria are met:
 - 1 Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - 2 Accessory structures shall not be temperature-controlled;
 - 3 Accessory structures shall be designed to have low flood damage potential;
 - 4 Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - 5 Accessory structures shall be firmly anchored in accordance with the provisions of Section 14-96(1);
 - 6 All service facilities such as electrical shall be installed in accordance with the provisions of Section 14-96(4); and
 - 7 Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Section 14-97(4)(c).
- (b) All other accessory structures exceeding the size restrictions in Section 14-97(8)(a) above must comply with the elevation or floodproofing standards and certification requirements in accordance with Section 14-67(3) and Section 14-97(2).

An accessory structure with a footprint of 150 square feet or less in A, AO, AH, AE and A99 zones satisfying the criteria outlined above in Section 14-97(8)(a) is not required to meet the elevation or floodproofing certification requirements of Section 14-67(3). All other accessory structures must comply with the elevation or floodproofing certification requirements in accordance with Section 14-67(3).

- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
 - (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood,

including the effects of buoyancy assuming the tank is empty;

- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 14-97(2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 14-102 of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 14-102 of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 14-102 of this ordinance.
- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance and shall be protected to the Regulatory Flood Protection Elevation as required for non-residential structures.

Sec. 14-98. – Reserved.

Sec. 14-99. - STANDARDS FOR AREAS OUTSIDE THE SPECIAL FLOOD HAZARD AREA - X ZONES (SHADED/UNSHADED).

Areas designated as X Zones (Shaded or Unshaded) on the FIRM or in the FIS report established in Section 14-37, are areas determined to be low to moderate risk flood zones but are not immune to inundation by flood waters. The following provisions, in addition to the provisions of Sections 14-96 and 14-97, shall apply to all development within such areas:

- (1) Where 0.2-percent-annual-chance water surface elevations are provided, the reference level in Zone X (Shaded) shall be elevated or floodproofed to at least the 0.2-percent-annual-chance water surface elevation or the Regulatory Flood Protection Elevation, whichever is higher.
- (2) Where no flood hazard data is available or provided per Section 14-37:
 - (a) the reference level shall be elevated or floodproofed, pursuant to Section 14-97, to at least 2-feet above the highest adjacent grade; or
 - (b) meet the requirements of Section 14-99(4).

- (3) Where Advisory Flood Studies provide base flood elevations, the reference level shall be elevated or floodproofed, pursuant to Section 14-97, to at least the advisory BFE plus a freeboard of 2-feet.
- (4) Where a Community Flood Hazard Area (CFHA) is established per Section 14-37, the reference level shall be elevated or floodproofed, pursuant to Section 14-97, to at least the CFHA flood elevation plus a freeboard of 2-feet.

Sec. 14-100. - STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Section 14-37, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Section 14-96, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - a. When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sections 14-96 and 97.
 - b. When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sections 14-97 and 14-102.
 - c. All subdivision, manufactured home park and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Section 14-97 and utilized in implementing this ordinance.
 - d. When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (non-residential) to or above the Regulatory Flood Protection Elevation, as defined in Section 14-35. All other applicable provisions of Section 14-97 shall also apply.

Sec. 14-101. - STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas”

- (1) Standards of Sections 14-96 and 97; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

Sec. 14- 102. - STANDARDS FOR FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Section 14-37. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters

that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Sections 14-96 and 97, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
 - (b) A Conditional Letter of Map Revision (CLOMR) has been issued by FEMA for proposed encroachments resulting in increases in the flood levels during the occurrence of the base flood discharge. A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment.
 - (c) A Letter of Map Revision (LOMR) must be obtained within six months of completion of the proposed encroachment, permitted in accordance with Section 14-102(1)(a), if the encroachment results in changes to the floodway/non-encroachment area widths, and/or changes to the stream location.
- (2) If Section 14-102(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Section 14-97(3); and
 - (b) The encroachment standards of Section 14-102(1).
- (4) Placement of recreational vehicles in the regulatory floodway or non-encroachment area is prohibited.

Sec. 14-103. - STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Section 14-37, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Sections 14-96 and 97, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of 4-feet, above the highest adjacent grade; or at least 4-feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Section 14-103(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Section 14-67(3) and Section 14-97(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 14-104. - STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Section 14-37, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Sections 14-96 and 97, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 14-105 – 14-125. – Reserved.

DIVISION 4. - LEGAL STATUS PROVISIONS.

Sec. 14-126. - EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted November 7, 1988, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of the City of King enacted on November 7, 1988, as amended, which are not reenacted herein are repealed.

Sec. 14-127. - EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

Sec. 14-128. - SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Sec. 14-129. - EFFECTIVE DATE.

This ordinance shall become effective September 8, 2026.

ADOPTION CERTIFICATION
Flood Damage Prevention Ordinance
Chapter 14, Article II, City of King, North Carolina

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance (Ordinance No. _____, amending Chapter 14 of the Code of Ordinances of the City of King, North Carolina) as adopted by the governing body of the City of King, North Carolina, on the _____ day of _____, 2026.

WITNESS my hand and the official seal of the City of King, North Carolina, this the _____ day of _____, 2026.

[NAME], City Clerk
City of King, North Carolina

(SEAL)



CITY OF KING CITY COUNCIL

MEETING DATE:

SEPTEMBER 8, 2026

PART A

Subject:	PUBLIC HEARING – Consider a Moratorium on Data Centers	
Action Requested:	Conduct the public hearing, receive public comment, and consider whether to adopt a temporary moratorium of 60 days or less on specified development approvals for data centers within the City of King’s zoning jurisdiction.	
Attachments:	- Staff Research - Public Hearing Notice - Ordinance 2026-17	
Todd Cox, Int. Planning & Zoning Official Emerson Wright, Planning & Zoning intern	This abstract requires review by:	
	City Manager	City Attorney X

PART B

Introduction and Background:

Tonight, staff is bringing forward a proposed temporary moratorium on data centers, cryptocurrency mining operations, and other similar high-intensity data processing uses. As artificial intelligence, cloud computing, cryptocurrency, and other technologies continue to grow, communities are seeing increased interest in facilities that can have significant demands for electricity, water, land, telecommunications, and other infrastructure. These uses can provide economic benefits, but they are also substantially different from many of the traditional commercial and industrial uses that our existing zoning regulations were written to address.

The purpose of this moratorium is not to permanently prohibit these uses or to discourage economic development. Rather, it would give the City time to study these emerging uses and determine whether our current regulations are adequate to address their potential impacts. The City’s current ordinances do not separately identify or list “data center,” “cryptocurrency mining operation,” or “battery energy storage system” (other than a battery storage system accessory to a solar energy system regulated under Sec. 32-260) as a distinct permitted or special use in any zoning district, meaning that any such use proposed within the City at this time would necessarily have to be evaluated, if at all, under an existing use category not designed or intended to address the specific impacts of such uses. Staff believes it is important for King to take a proactive approach and determine where, and under what standards, these uses may be appropriate in our community before we receive an application that our current regulations may not adequately address.

Discussion and Analysis:

The City's current development regulations do not specifically address data centers, cryptocurrency mining operations, or other similar high-intensity computational uses. These uses can have characteristics and impacts that are substantially different from traditional commercial or industrial uses, including significant demands for electricity, water, telecommunications infrastructure, land, and other public infrastructure, as well as potential impacts related to noise, cooling equipment, backup power generation, air quality, and surrounding land uses. Because these uses are relatively new and rapidly evolving, staff believes additional study is needed to determine how they should be classified, where they may be appropriate, and what development standards or review procedures may be necessary to address their potential impacts.

The proposed moratorium would provide the City with time to research these uses, review how other jurisdictions are addressing them, evaluate potential infrastructure and land-use impacts, and determine whether amendments to the City's development regulations are appropriate. This issue is currently receiving significant attention at the state and local levels, and the North Carolina General Assembly is considering legislation that would establish additional requirements for the siting and operation of large data centers, including potential statewide development and environmental standards. Given the rapidly changing regulatory environment, a temporary pause would allow the City to better understand potential state requirements and avoid developing local regulations without considering the direction of statewide policy.

N.C.G.S. § 160D-107 authorizes local governments to adopt temporary moratoria on development approvals, provided the requirements of the statute are met. For a moratorium lasting 60 days or less, the governing board must hold a legislative hearing and publish notice of the hearing in a newspaper having general circulation in the area at least seven days before the hearing, except in cases involving an imminent and substantial threat to public health or safety. A moratorium lasting 61 days or longer, including an extension that causes the total duration to reach 61 days, is subject to the notice and hearing requirements of N.C.G.S. § 160D-601. The statute also establishes exemptions for certain projects and vested rights.

The proposed moratorium would apply to data centers and similar high-intensity computational uses, including facilities containing large-scale computer systems, networked servers, or data-storage equipment used for data storage or processing, web or application hosting, streaming services, artificial intelligence and artificial-intelligence training, blockchain validation, cryptocurrency mining, and similar computationally intensive functions. The intent is not to permanently prohibit these uses or discourage economic development, but rather to provide a reasonable period for the City to evaluate the uses and develop an appropriate regulatory framework. The moratorium ordinance should establish the applicable scope, duration, findings, work plan, and statutory exemptions, with the goal of determining whether amendments to the City's development regulations are warranted.

Budgetary Impact:

Cost to advertise and legal review

Recommendation:

Conduct the legislative hearing and receive public comment. After the hearing and legal review, consider the proposed moratorium ordinance and determine whether adoption, modification, continuation to a later meeting, or no action is appropriate.

Data Center Moratorium Info

What do the North Carolina General Statutes say the City can do?

- G.S. 160D-107: North Carolina law expressly allows a local government to adopt a temporary moratorium on a development approval required by law, subject to the requirements of G.S. 160D-107. The moratorium must be reasonable in light of the conditions warranting it and may not last longer than reasonably necessary to correct, modify, or resolve those conditions.
- Required findings in the moratorium ordinance: The ordinance must identify: (1) the problems or conditions necessitating the moratorium and alternatives considered and found inadequate; (2) the development approvals subject to the moratorium and how the moratorium addresses the identified problems; (3) a termination date and why that duration is reasonably necessary; and (4) the actions and schedule the City will undertake during the moratorium.
- Hearing and notice: A moratorium of 60 days or less generally requires a legislative hearing and newspaper notice at least seven days before the hearing. A moratorium lasting 61 days or longer, or an extension that causes the total duration to reach 61 days or longer, is subject to the notice and hearing requirements of G.S. 160D-601.
- Certain projects are exempt: Absent an imminent threat to public health or safety, G.S. 160D-107(c) excludes certain projects from a moratorium, including projects with a valid building permit, complete special-use-permit applications that have been accepted, approved site-specific vesting plans, certain projects where substantial expenditures were already made in good-faith reliance on a prior valid approval, and certain subdivision plats already accepted for review.
- G.S. 160D-701 authorizes zoning regulations designed to promote public health, safety, and general welfare, including matters such as transportation, water, sewerage, fire safety, and other public requirements.
- G.S. 160D-702 allows local governments to regulate the height, size, location, use, yards, open space, and other characteristics of buildings, structures, and land. G.S. 160D-703 also allows different zoning-district structures and jurisdiction-wide development standards.
- G.S. 160D-501 allows comprehensive planning to consider future development, utilities and transportation, public-service capacity, infrastructure, economic development, environmental resources, and water and air quality. This provides a strong planning framework for studying whether and how data centers should be accommodated.

What are the concerns with Data Centers?

- Electricity demand and grid capacity: Large data centers can require extremely large and continuous electricity loads. Current research reports that a single modern AI data center can use as much electricity as roughly 100,000 homes, with some larger facilities expected to use substantially more.
- Water consumption: Cooling systems can require significant amounts of water. Some facilities can use up to approximately 300,000 gallons per day and large facilities potentially reaching millions of gallons per day.
- Wastewater and utility capacity: A major facility may affect water, sewer, electrical, and other utility systems.
- Noise: Continuous cooling equipment, HVAC systems, transformers, pumps, and periodic testing of emergency generators can create recurring noise.
- Air emissions and backup generation: Backup generators and other onsite combustion equipment may produce nitrogen oxides, particulate matter, and other emissions.
- Heat / thermal impacts: Data centers reject substantial heat from computing and cooling equipment. The magnitude of an effect will depend on facility size, design, climate, and surrounding land cover.
- Land consumption and development pattern: Large facilities can occupy substantial acreage, create large building footprints and impervious surfaces, and change the pattern of surrounding development.
- Stormwater: Large buildings, parking areas, equipment yards, and other impervious surfaces can increase stormwater runoff and create drainage-management issues.
- Building scale, buffering, and compatibility: Large structures and mechanical equipment may be visually and physically incompatible with nearby residential areas if setbacks, buffers, landscaping, screening, lighting, and equipment-placement standards are not tailored to the use.
- Traffic and access: Construction traffic, employee traffic, service vehicles, fuel deliveries, utility work, and emergency access should be evaluated.
- Fire protection and emergency response: Large electrical systems, battery systems where present, generators, transformers, fuel systems, and specialized equipment can create fire-protection and emergency-response considerations.
- Information and transparency: The City may need sufficient information about peak power demand, water use, cooling systems, generator operation, emissions, noise, hazardous materials, emergency response, and utility requirements to evaluate an application.
- Economic and community-benefit questions: Data centers can represent substantial capital investment, but they may employ comparatively few permanent workers relative to the size of the facility.

What are potential regulatory remedies?

- Create a clear definition for data centers and related uses, including associated power, cooling, security, and utility infrastructure.
- Determine whether data centers should be permitted by right, subject to a conditional/special-use process, or prohibited in selected districts.
- Establish minimum lot size and maximum building/site-size standards, potentially scaled to zoning district and facility intensity.
- Create larger setbacks from property lines and enhanced separation from residentially zoned property.
- Require enhanced landscape buffers, opaque screening, fencing, and tree preservation where appropriate.
- Establish maximum building height, building size, facade, roof, and architectural standards appropriate to the City's industrial/commercial context.
- Regulate outdoor mechanical equipment, generators, transformers, cooling equipment, fuel systems, and similar apparatus by location and setback.
- Require a professional noise study before approval and establish enforceable daytime and nighttime sound limits at property lines or other specified measurement points. Limit generator testing to specified days/hours and require noise-control measures.
- Require applicants to provide maximum and average water demand, source of water, wastewater flows, cooling technology, and emergency water requirements.
- Require applicants to demonstrate adequate water, sewer, electric, fire protection, and other utility capacity before approval.
- Evaluate whether certain facilities should be required to use municipal water/sewer or satisfy specific utility-extension/annexation requirements where legally appropriate.
- Require stormwater analysis and stronger onsite stormwater controls where large impervious areas are proposed.
- Establish lighting standards that minimize glare and spillover onto neighboring properties.
- Establish performance standards for vibration, heat, odors, smoke, dust, and other measurable external impacts.
- Require traffic/access analysis for major facilities and establish appropriate driveway, circulation, emergency-access, and construction-management standards.
- Establish fire-protection and emergency-response requirements in coordination with the Fire Department and other emergency-service providers.
- Require disclosure of peak electrical load, expected annual electricity use, backup-generation capacity, fuel storage, water consumption, cooling systems, and other information needed for review.
- Consider application thresholds so that smaller, lower-impact facilities are not regulated identically to very large campuses.

- Coordinate zoning standards with the City's comprehensive plan and infrastructure-capacity planning.

Recommendation: Adopt a temporary moratorium to study this land-use

Moratorium Draft Ordinance

CITY OF KING

ORDINANCE NO. 2026-____

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON
DEVELOPMENT APPROVALS FOR DATA CENTERS AND RELATED HIGH-
INTENSITY DATA PROCESSING USES

CITY OF KING, NORTH CAROLINA

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

WHEREAS, the City's current development regulations do not contain a comprehensive set of standards specifically addressing "cryptocurrency mining," "data center," "data processing facility," and other associated uses as a specific use; and

WHEREAS, data centers may create unusually large demands for electricity and water and may involve substantial cooling systems, backup power generation, mechanical equipment, large building footprints, impervious surfaces, noise, air emissions, heat, stormwater, fire-protection needs, and other impacts that warrant further study; and

WHEREAS, the City is considering regulations addressing the definition, location, size, setbacks, buffering, landscaping, utilities, stormwater, fire protection, sound mitigation, performance standards, outdoor equipment, lighting, access, and approval process for data centers and related uses; and

WHEREAS, the King City Council believes such a moratorium will protect the public interest and welfare of the residents of the City of King until such regulations regarding the aforementioned uses are adopted, and until the City can assess the potential impact of such uses on utility extensions made pursuant to the King City Code.

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

Section 1. A temporary moratorium is hereby imposed commencing on _____, 2026, and expiring no later than _____, 2026, or upon the effective date of amendments to the City's zoning and development regulations specifically addressing data centers, data processing facilities, cryptocurrency mining operations, artificial intelligence computing facilities, and other substantially similar high-intensity data processing uses, whichever occurs first. The moratorium shall apply within the corporate limits of the City of King and, to the extent applicable under the City's planning and development jurisdiction, within any area subject to the City's zoning and development regulations. For purposes of this moratorium, the term "data center" or "high-intensity data processing use" shall include a building, dedicated space within a building, or group of buildings containing computer systems, servers, and associated infrastructure used primarily for the storage, processing, computing, hosting, or distribution of large amounts of data or computational activity. Such uses may include, but are not limited to, artificial

intelligence computing, cryptocurrency mining, cloud computing, cloud storage, application hosting, video and technical streaming, genome sequencing, weather modeling, or other computationally intensive activities. Such facilities may include substantial electrical infrastructure, utility substations, emergency generators, cooling systems, air-handling equipment, water-cooling or water-storage systems, fuel storage, telecommunications infrastructure, and other infrastructure necessary to support the operation of the facility.

The moratorium shall not apply to computer equipment, server rooms, or data-processing equipment that is clearly incidental and subordinate to a permitted principal use and is intended solely to support the on-site operations of that principal use, provided such equipment complies with all other applicable City regulations. Projects classified as exempt from a development moratorium pursuant to G.S. 160D-107(c), and development for which vested rights have been established under applicable law, shall not be subject to this moratorium. Nothing in this ordinance shall be construed to impair any vested right or other protection provided by applicable law.

Section 2. In accordance with G.S. 160D-107, the City Council makes the following statements:

(1) The City Council finds that data centers and other high-intensity data processing uses can differ substantially from ordinary commercial, office, industrial, and technology-related uses because of their potential intensity of electrical consumption, water demand, land consumption, building size, mechanical equipment, cooling systems, emergency power generation, noise, lighting, heat generation, traffic associated with construction and operation, stormwater impacts, utility infrastructure requirements, and other characteristics that may affect surrounding properties and the community. The City is currently evaluating whether its existing zoning and development regulations adequately address the unique characteristics and potential impacts of these uses. The City is particularly seeking to evaluate appropriate standards relating to, but not limited to, building scale and height; setbacks; buffering and landscaping; noise; lighting; screening of mechanical equipment; emergency generators and other accessory infrastructure; utility substations; water and sewer capacity; electrical infrastructure; stormwater management; traffic and transportation impacts; fire protection and emergency response; air quality; heat; environmental impacts; and compatibility with surrounding land uses. The City Council has considered allowing these uses to continue to be reviewed under the City's existing zoning and development regulations while amendments are prepared. The City Council determines that this alternative is inadequate because the City's existing regulations may not contain use-specific standards designed to

address the intensity, scale, infrastructure requirements, and potential impacts associated with these uses. The temporary moratorium is therefore necessary to preserve the City's ability to study these issues and develop appropriate regulations before new high-intensity data processing uses are approved under standards that may not adequately address their unique characteristics.

(2) During the moratorium, the City shall not accept for processing, process, or issue, as applicable, development approvals for new data centers, data processing facilities, cryptocurrency mining operations, artificial intelligence computing facilities, or other substantially similar high-intensity data processing uses, to the extent such approvals are subject to a moratorium under G.S. 160D-107. The development approvals subject to this moratorium shall include those approvals identified by the City Attorney and Planning Department as being legally subject to the moratorium based upon the City's zoning ordinance and applicable North Carolina law. The moratorium is intended to temporarily prevent new covered uses from proceeding under existing regulations while the City evaluates appropriate land-use standards, development requirements, approval procedures, and infrastructure considerations for such uses.

(3) The moratorium shall commence on _____, 2026, and shall terminate on _____, 2027, unless terminated earlier upon adoption and effectiveness of appropriate amendments to the City's zoning or development regulations addressing the covered uses. The City Council finds that this duration is reasonably necessary to allow sufficient time for City staff to evaluate the City's existing regulations, research the potential impacts associated with data centers and related high-intensity data processing uses, consult with utility providers and emergency-service providers, develop appropriate regulatory standards, prepare proposed amendments, obtain Planning Board review and recommendation, and allow the City Council sufficient time to consider and act upon the proposed amendments.

(4) King Planning and Development Staff will study the impacts of data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities on communities within the first thirty (30) days of the moratorium. Concurrently, the Planning and Development Staff will investigate how other communities in North Carolina and across the United States have addressed these impacts through zoning regulations. Planning and Development staff will develop the land use regulations required to mitigate negative impacts associated with land uses described as data centers, data processing facilities, cryptocurrency mining operations, and any other uses associated with data processing facilities. Subsequently, in the final thirty (30) days, a series of text amendments to the King Code of Ordinances will be proposed which will follow the legislative process for

adoption. The research, policy development, and legislative processes necessitate an adequate moratorium limit of sixty (60) days.

Section 3. Nothing in this ordinance shall be construed to apply to a project or development approval exempted from a moratorium by G.S. 160D-107(c), or to impair vested rights established under applicable law.

Section 4. The purpose of this moratorium is to allow the City sufficient time to investigate the land-use, utility, infrastructure, environmental, public-safety, and neighborhood-compatibility impacts of data centers and to prepare appropriate zoning and development standards. Temporarily pausing covered development approvals will prevent applications from being evaluated solely under existing general standards while the City completes this work.

Section 5. If any section, subsection, sentence, phrase, or part of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

Adopted this ____ day of _____, 2026.

ATTEST:

Richard E. McCraw, Mayor

Nicole Branshaw, City Clerk

City Seal:

AI Data Centers, Cryptocurrency Mining, Data Processing Centers, and Large-scale IT Operations –

Issues with these types of industrial uses –

1. They primarily use massive amounts of energy and people around their local power plant feel that the cost of keeping up with those expanding needs will be passed along to the average consumer. In the form of higher electric bills. Can Duke Power handle this? Do these facilities need to have their own power producing systems? A single AI Data Center can use as much power as 100,000 homes.
2. Intensive water use for cooling computer systems. At what size of a facility can a jurisdiction allow and still be able to support and expand its town/city. A mid-sized facility can use up to 300,000 gallons/day.
3. Possible severe air and noise pollution. This would be mostly from diesel generators for back-up power and then large banks of HVAC systems to cool the facility and the noise generated from them. Areas near these facilities have massive amounts of dust from onsite power systems.
4. 7 trillion spent by 2030. 800 billion on infrastructure in 2026. 300 in Texas with 100 more planned. They are using Texas' fossil fuels. They promised to use renewable means but to date have not and used fossil fuels. They've raised the area temps by 2 – 3 degrees. AI Data Centers will use approximately 9% of all of Texas' water supplies by 2030. Being used for chatbots vs scientific research.
5. Non-disclosures on what goes on at these facilities. State tax incentives and US States competing for these facilities.

So where do we go from here –

- We draft some ordinance standards that tailor our needs and limits to what an AI Data Center or the like might request.
- We identify where they can go by size and the surroundings.
- We try to negate all the harmful things that these facilities can generate.

Possible text amendment for data centers and similar uses –

Defined as – (found in Article I, Sec. 32-8)

AI data center, cryptocurrency mining, data processing center, or IT operations center means

Allowed in these districts – (found in Article IV, Sec. 32-202)

B-2, L-I, and H-I districts.

Approved as – (found in Article IV, Sec. 32-202)

A special use permit issued by the city council.

Use requirements – (found in Article V, Div. 1, Sec. 32-262)

- a) Definition – see Sec. 32-8.
- b) AI Data Centers, Cryptocurrency Mining Facilities, Data Processing Centers, or IT Operations Centers – these types of requests shall be issued a special use permit to operate. The permit request will be reviewed and issued or denied by the city council. Request for these types of uses shall be first reviewed by the city staff for possible impacts on the city and compliance with the standards set forth below. Staff shall have at least 30 days to review each request and be provided with any information that may be needed to help satisfy the requirements listed below. Once the ordinance requirements are met, the applicant shall hold a neighborhood meeting within the city limits at a suitable place and time to review the project with all parties that may have concerns. Then the request shall be submitted to the planning department to be placed on the council agenda to set the public hearing for the special use permit.
- c) Size limitations –
 - 1. In B-2 districts – 1,000 sq. ft. – 5,000 sq. ft.
 - 2. In L-I districts – 5,001 sq. ft. – 15,000 sq. ft.
 - 3. In H-I districts – 15,001 sq. ft. – 50,000 sq. ft.
- d) Setbacks –
 - 1. In B-2 districts – 80 feet from any property line to any portion of the structure or apparatuses.
 - 2. In L-I districts – 100 feet from any property line to any portion of the structure or apparatuses.

3. In H-I districts – 150 feet from any property line to any portion of the structure or apparatuses.

e) Buffers – all buffers shall comply with Sec. 32-259.

f) Utilities –

1. Water – applicant shall show the maximum amount of water that will be needed for the project on a daily basis. This information shall be submitted at the special use phase as well as at the permitting phase. All water used shall be municipal water.
2. Sewer – applicant shall connect to city sewer and follow Sec. 29-232 if needed.
3. Power

Please publish in the Stokes News on August 27, 2026; Affidavit required

**City of King
Notice of Legislative Hearing pursuant to NCGS 160D-107(b)**

NOTICE IS HEREBY GIVEN that at 6:00 p.m. or shortly thereafter, on Tuesday, September 8, 2026, the King City Council will hold a public hearing at King City Hall, 229 S. Main Street, King, NC 27021, to consider a moratorium of sixty days or less on the issuance of any and all development approvals, including but not limited to permits, plan and site plan review and approvals, conditional rezonings, or special use permits, within the zoning jurisdiction of the City of King, for data centers, including any building or group of buildings containing one or more large-scale computer systems, networked servers, or other data storage devices for data storage, data processing, web hosting, application hosting, streaming services, artificial intelligence, artificial intelligence training, computationally intensive applications such as blockchain technology, validating blockchain transactions, cryptocurrency mining, and other similar functions and services.

Citizens may attend the hearing and provide input and comment.

PUBLISH: August 27, 2026; The Stokes News

Nicole Branshaw, CMC
City Clerk



ORDINANCE NO. 2026-17

AMENDING CHAPTER 32

**AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE
ACCEPTANCE, PROCESSING, AND APPROVAL OF DEVELOPMENT APPROVALS
FOR DATA CENTERS, CRYPTOCURRENCY MINING OPERATIONS, AND
BATTERY ENERGY STORAGE SYSTEMS WITHIN THE CORPORATE LIMITS AND
EXTRATERRITORIAL JURISDICTION OF THE CITY OF KING, NORTH
CAROLINA**

WHEREAS, the City Council of the City of King (“City Council”) is vested with authority under Article 8 of Chapter 160A and Chapter 160D of the North Carolina General Statutes to adopt ordinances regulating the use of land within the corporate limits of the City of King and within the City’s extraterritorial jurisdiction, as established pursuant to G.S. 160D-202 and Sec. 32-3 of the Code of Ordinances of the City of King (“Code of Ordinances”), for the purpose of promoting the public health, safety, morals, and general welfare, as set forth in Sec. 32-1 of the Code of Ordinances; and

WHEREAS, G.S. 160D-107 authorizes local governments to adopt a temporary moratorium on any development approval required by law, subject to the requirements set forth therein, and Sec. 32-5(b) of the Code of Ordinances separately codifies this authority together with its accompanying procedural and substantive requirements; and

WHEREAS, jurisdictions across North Carolina and the nation have experienced a significant increase in development interest in large-scale data centers, cryptocurrency mining operations, and associated battery energy storage systems, driven by the rapid growth of cloud computing, artificial intelligence, and digital currency markets, and the City Council desires to ensure that the City’s development regulations are prepared to address such uses, and any future inquiries or applications regarding such uses, before any such application is received; and

WHEREAS, Chapter 32 of the Code of Ordinances, including the Table of Uses set forth in Article IV (Sec. 32-201—Sec. 32-204), does not separately identify or list “data center,” “cryptocurrency mining operation,” or “battery energy storage system” (other than a battery storage system accessory to a solar energy system regulated under Sec. 32-260) as a distinct permitted or special use in any zoning district, meaning that any such use proposed within the City at this time would necessarily have to be evaluated, if at all, under an existing use category not designed or intended to address the specific impacts of such uses; and

WHEREAS, the City has historically relied upon the Stokes County comprehensive land use plan in the absence of a City-specific comprehensive plan; in 2025, the City Council authorized the preparation of the City's own comprehensive land use plan; in 2026, the City entered into a contract with Kimley-Horn and Associates, Inc. to oversee that planning process, which formally commenced in June 2026 and remains ongoing and incomplete as of the date of this Ordinance; and the City Council finds that approving development approvals for high-impact, atypical land uses such as data centers, cryptocurrency mining operations, and battery energy storage systems before that comprehensive planning process identifies appropriate land use policies, growth patterns, and siting considerations for such uses risks approving development that is inconsistent with, or that forecloses options later recommended by, that plan; and

WHEREAS, data centers, cryptocurrency mining operations, and stand-alone battery energy storage systems present potential adverse impacts that are not adequately addressed by the City's existing development regulations, including but not limited to: (a) substantial water consumption for cooling purposes; (b) significant noise generation from cooling equipment, backup generators, and related mechanical equipment; (c) fire, safety, and hazardous materials concerns associated with the storage of large quantities of lithium-ion or other battery cells and backup fuel; and (d) land use compatibility concerns where such facilities are located in or near residential, agricultural, or other sensitive zoning districts or uses; and

WHEREAS, the City Council finds that additional time is needed for City staff and the Planning Board to study these issues, to evaluate whether and how the Table of Uses and other provisions of Chapter 32 should be amended to specifically address data centers, cryptocurrency mining operations, and battery energy storage systems, to consider appropriate performance standards — including without limitation noise limitations, buffering and screening, setbacks, fire and life-safety standards, and decommissioning requirements — to determine whether such uses should be permitted by right, by special use permit, by development agreement, or otherwise, and to investigate whether, and to what extent, any such interim standards can be coordinated with the City's ongoing comprehensive land use planning process described above, it being understood that the incomplete status of that process may limit the extent to which such coordination is presently achievable; and

WHEREAS, the City Council has considered alternative courses of action, including relying on existing use categories and development standards, processing any applications under the City's general administrative procedures without modification, or adopting a hastily prepared text amendment without adequate study and public input, and has determined that each such alternative is inadequate because it would not provide sufficient time to develop appropriate, tailored standards consistent with the City's comprehensive plan and the protection of the public health, safety, and welfare; and

WHEREAS, the City Council finds that a moratorium of sixty (60) days is reasonable in duration and reasonably necessary to allow City staff and the Planning Board time to for study and drafting, as described herein, and does not exceed the time necessary to correct, modify, or resolve the conditions described herein; and

WHEREAS, this moratorium is not adopted for the purpose of developing or adopting new or amended plans or development regulations governing residential uses, and no residential use is subject to this moratorium; and

WHEREAS, the City Council, having called for and conducted a duly noticed legislative hearing on September 8, 2026, with notice published in a newspaper of general circulation in the City not less than seven (7) days prior to the date of the hearing in accordance with G.S. 160D-107(b) and Sec. 32-5(b)(2) of the Code of Ordinances, and having considered all public comment received at said hearing, finds that adoption of this Ordinance is necessary to protect the public health, safety, and welfare of the City's residents pending the adoption of appropriate development regulations addressing data centers, cryptocurrency mining operations, and battery energy storage systems.

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

Section 1. Definitions. For purposes of this Ordinance, the following terms shall have the meanings ascribed below (new definitions added to the Code of Ordinances by reference for the duration of this Ordinance):

(a) **Data Center.** Any building, structure, or group of buildings or structures, or any portion thereof, containing one or more large-scale computer systems, server installations, or networked server computers, together with associated cooling, electrical, and backup power equipment, used or intended to be used for data storage, data processing, web hosting, cloud computing, application hosting, streaming services, artificial intelligence or artificial intelligence training, or other similar or related uses, processes, or services offered to, or used by, off-site users or locations.

(b) **Cryptocurrency Mining Operation.** Any building, structure, or group of buildings or structures, or any portion thereof, containing one or more large-scale computer systems or networked server computers used for computationally intensive applications such as blockchain technology, validation of blockchain transactions, cryptocurrency mining, or other similar or comparable functions.

(c) **Battery Energy Storage System (“BESS”).** Any stand-alone facility or installation consisting of one or more devices or systems that store electrical energy for later use or dispatch to the electrical grid, to a Data Center, or to a Cryptocurrency Mining Operation, other than a battery storage system that is clearly accessory and incidental to a solar energy system regulated under Sec. 32-260 of the Code of Ordinances and sized solely to serve the on-site principal use.

(d) **Exclusions.** The terms defined in this Section shall not include: (1) electronic gaming, internet sweepstakes, video sweepstakes, or similar uses regulated under Sec. 32-261 of the Code of Ordinances; (2) data processing, computing, or battery storage equipment that is clearly incidental and subordinate to a permitted principal use specifically identified in the Table of Uses set forth in Article IV of Chapter 32 (including, without limitation, hospitals, medical facilities, financial institutions, offices, and educational institutions), and that is intended solely to support the on-site operations of such principal use, provided that such equipment is not offered to, or used by, off-site users or off-site locations; or (3) any use for which a valid development approval has been issued, or a

complete application accepted, prior to the effective date of this Ordinance, to the extent addressed in Section 7 below.

Section 2. Moratorium Imposed.

A temporary moratorium is hereby imposed, effective upon adoption of this Ordinance, upon the acceptance, processing, and approval of any development approval required by law — including, without limitation, zoning permits, building permits, special use permits, zoning map amendments (rezonings), site plan approvals, and preliminary or final subdivision plat approvals — for the establishment, construction, erection, installation, alteration, or expansion of any Data Center, Cryptocurrency Mining Operation, or Battery Energy Storage System, as those terms are defined in Section 1, anywhere within the corporate limits of the City of King and within the City's extraterritorial jurisdiction as established pursuant to Sec. 32-3 of the Code of Ordinances and G.S. 160D-202.

Section 3. Statement of Problems or Conditions Necessitating the Moratorium; Alternatives Considered.

(a) The problems and conditions necessitating this moratorium are those described in the WHEREAS clauses of this Ordinance, including: (i) the absence of a specifically identified use category, development standards, or performance standards in Chapter 32 of the Code of Ordinances addressing Data Centers, Cryptocurrency Mining Operations, or Battery Energy Storage Systems; (ii) the significant water consumption, noise, fire and safety, and land use compatibility impacts associated with such uses; and (iii) the City's ongoing, and as-yet incomplete, comprehensive land use planning process being overseen by Kimley-Horn and Associates, Inc., which is intended to establish land use policies, growth patterns, and siting considerations that should inform — and not be undermined or foreclosed by — decisions approving high-impact, atypical uses such as those addressed by this Ordinance.

(b) The City Council considered, and rejected as inadequate, the following alternative courses of action: (1) taking no action and allowing such uses to be evaluated under existing, non-tailored use categories; (2) directing staff to process any applications for such uses under existing standards without a moratorium; (3) adopting a text amendment to Chapter 32 addressing such uses without a moratorium and without adequate time for study, drafting, and public engagement; and (4) deferring any interim action entirely until completion of the City's comprehensive land use planning process. The City Council finds that each such alternative is inadequate because alternatives (1) through (3) would not provide the time necessary for the City to develop appropriate, tailored standards prior to the potential submission and processing of an application for such a use, and alternative (4) is inadequate because the comprehensive planning process is not expected to conclude within a period consistent with the reasonable-duration requirements of G.S. 160D-107(a), making a short-term moratorium the more proportionate interim measure.

Section 4. Development Approvals Subject to Moratorium; Relationship to the Problems Identified.

The development approvals identified in Section 2 are subject to this moratorium because each constitutes a step in the approval process by which a Data Center, Cryptocurrency Mining Operation, or Battery Energy Storage System could be established, constructed, altered, or expanded within the City's jurisdiction under regulations that do not currently, and adequately, address the impacts described in Section 3. Pausing the acceptance, processing, and approval of such development approvals for the duration of this moratorium will allow the City to complete the study and regulatory drafting process described in Section 6 before any such use may be approved, thereby directly addressing the problems and conditions identified above.

Section 5. Duration; Termination Date.

This moratorium shall be effective as of the date of adoption of this Ordinance and shall terminate sixty (60) days thereafter, unless earlier terminated or subsequently extended by the City Council in accordance with G.S. 160D-107(e) and applicable law. The City Council finds that a sixty (60)-day duration is reasonably necessary, and does not exceed the time necessary, to complete the schedule of actions described in Section 6.

Section 6. Schedule of Actions to Be Taken During the Moratorium.

During the moratorium period, the following actions shall be taken:

- (a)** City planning staff shall research data center, cryptocurrency mining, and battery energy storage system regulations adopted by other North Carolina local governments, evaluate the impacts specific to the City of King, and prepare a preliminary draft of proposed text amendments to Chapter 32 addressing such uses, including proposed definitions, zoning district applicability, and performance standards. As part of this work, staff shall consult with Kimley-Horn and Associates, Inc. to investigate whether, and to what extent, it is feasible to coordinate any such interim standards with the City's ongoing comprehensive planning process, and shall report to the City Council whether such coordination is achievable within the moratorium period or whether the comprehensive planning process remains too preliminary at this time to inform interim standards.
- (b)** Staff shall present its preliminary research and any draft text amendment to the Planning Board at the Planning Board's next regularly scheduled meeting occurring during the moratorium period for review and discussion, and the Planning Board shall advise staff and the City Council whether it believes it will have sufficient information to conduct a formal public hearing on any proposed text amendment prior to expiration of the moratorium.
- (c)** The City Council shall receive a status update from staff and the Planning Board at the City Council's next regularly scheduled meeting(s) occurring during the moratorium period, and shall determine whether to proceed with a public hearing on a proposed text amendment to Chapter 32 prior to expiration of the moratorium, or whether, based on new facts or conditions, an extension of the moratorium is warranted in accordance with G.S. 160D-107(e).
- (d)** Prior to expiration of the moratorium, the City Council shall consider adoption of amendments to Chapter 32 addressing Data Centers, Cryptocurrency Mining Operations,

and Battery Energy Storage Systems, or shall consider whether an extension of the moratorium is warranted under G.S. 160D-107(e).

Section 7. Exempt Projects.

Consistent with G.S. 160D-107(c), and absent an imminent threat to public health or safety, this moratorium shall not apply to: (a) any project for which a valid building permit issued pursuant to G.S. 160D-1110 is outstanding as of the effective date of this Ordinance; (b) any project for which a special use permit application has been accepted as complete as of the effective date of this Ordinance; (c) development set forth in a site-specific vesting plan approved pursuant to G.S. 160D-108.1; (d) development for which substantial expenditures have already been made in good-faith reliance on a prior valid development approval; or (e) preliminary or final subdivision plats accepted for review by the City prior to the call for the hearing on this Ordinance, provided that any such preliminary plat, if subsequently approved, shall be allowed to proceed to final plat approval without being subject to this moratorium. If a complete application for a development approval subject to this moratorium was submitted prior to the effective date of this Ordinance, G.S. 160D-108(b) shall apply when permit processing resumes upon expiration or termination of the moratorium.

Section 8. Scope.

This moratorium applies throughout the corporate limits of the City of King and within the City's extraterritorial jurisdiction as established pursuant to Sec. 32-3 of the Code of Ordinances and G.S. 160D-202. This moratorium is not adopted for, and does not apply to, the development of any residential use.

Section 9. Conflict with Other Ordinances.

To the extent any provision of the Code of Ordinances conflicts with this Ordinance, this Ordinance shall control for the duration of the moratorium, after which the provisions of the Code of Ordinances in conflict herewith, if not otherwise amended, shall resume full force and effect.

Section 10. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 11. Expedited Judicial Review.

As provided in G.S. 160D-107(f), any person aggrieved by the imposition of this moratorium may apply to the General Court of Justice for an order enjoining its enforcement, and any such action shall be scheduled for expedited hearing with priority accorded in accordance with that statute.

Section 12. Effective Date.

This Ordinance shall become effective immediately upon adoption.

Adopted by the City Council of the City of King, North Carolina, this 8th day of September, 2026,
following a duly noticed legislative hearing held the same date.

Mayor, City of King, North Carolina

ATTEST:

City Clerk



CITY OF KING CITY COUNCIL

MEETING DATE:

September 8, 2026

PART A

Subject: Lease Agreement for Chamber

Action Requested: Approve

Attachments:

1. Signed Lease Agreement
2. Legal Notice
3. Newspaper Ad

T. Scott Barrow

T. Scott Barrow, City Manager

This abstract requires review by:

City Manager

08/19/2026



City Attorney

08/19/2026

**PART B****Introduction and Background:**

At its July 7, 2026 meeting, the City Council reviewed renewal of the Chamber of Commerce lease, which was scheduled to expire August 31, 2026. Council discussed a three-year term and directed that the proposed lease return for formal approval after completion of the public notice required by N.C.G.S. § 160A-272.

Discussion and Analysis:

Council supported a three-year lease with monthly rent of \$1,500 for the first year, \$1,530 for the second year, and \$1,576 for the third year. The Chamber representative indicated the proposed rates were acceptable and manageable for budgeting purposes. Council also noted the suitability and visibility of the location and that the allocated parking arrangement was functioning satisfactorily. Council unanimously authorized moving forward with the proposed terms, subject to publication of the statutory notice and final action at the September meeting. The City Attorney also recommended temporarily extending the existing lease at its current rate through September 8, 2026, to avoid the expired lease's 150 percent holdover rate.

Budgetary Impact:

Rental revenue

Recommendation:

Approve the three-year lease agreement with the Chamber of Commerce at monthly rental rates of \$1,500 in year one, \$1,530 in year two, and \$1,576 in year three



LEGAL NOTICE

NOTICE OF INTENT TO LEASE CITY PROPERTY

NOTICE IS HEREBY GIVEN that, pursuant to N.C. Gen. Stat. § 160A-272, the City Council of the City of King intends to consider a resolution authorizing the lease of city-owned property consisting of the uppermost floor of the building located at 110 W. King Street, King, North Carolina 27021, at its next regular meeting to be held on September 8, 2026, at 6:00 p.m. at City Hall, 229 S. Main Street, King, NC 27021.

The proposed lease is with The King Chamber of Commerce, Inc., a North Carolina non-profit corporation, for use of the premises as nonprofit or business office space. The lease term begins September 1, 2026, and expires August 31, 2029. Annual rent shall be \$18,000.00 for the period September 1, 2026, through August 31, 2027; \$18,360.00 for the period September 1, 2027, through August 31, 2028; and \$18,912.00 for the period September 1, 2028, through August 31, 2029, payable in monthly installments as provided in the lease.

This is the 6th day of August 2026.

Nicole Branshaw, City Clerk
City of King

LEASE SUMMARY

EFFECTIVE DATE: September 1, 2026

LANDLORD: The City of King

NOTICE
ADDRESS OF
LANDLORD: P.O. Box 1132 (229 S. Main St.)
King, NC 27021
Attn: Scott Barrow, City Manager

TENANT: The King Chamber of Commerce, Inc., a North Carolina non-profit corporation.

NOTICE
ADDRESS OF
TENANT: The King Chamber of Commerce, Inc.
110 West King St. (Old Hwy 52)
King, NC 27021

PREMISES: Uppermost floor of building located at 110 W. King St., King, NC 27021. Said building is referred to herein as the "Building."

PREMISES NET
RENTABLE
AREA: Approximately 2400 square feet located on the uppermost floor of the Building.

RENT COMME-
NCEMENT DATE: September 1, 2026.

EXPIRATION
DATE: August 31, 2029.

LEASE TERM: The period beginning on the Rent Commencement Date and expiring on the Expiration Date.

BASE RENTAL: Year 1 (9/1/26 – 8/31/27): Annual Rent of \$18,000.00 paid in monthly rent payments of \$1,500.00.

Year 2 (9/1/27 – 8/31/28): Annual Rent of \$18,360.00 paid in monthly rent payments of \$1,530.00.

Year 3 (9/1/28 – 8/31/29): Annual Rent of \$18,912.00 paid in monthly rent payments of \$1,576.00.

ADJUSTMENT
DATE: Intentionally left blank.

ADVANCE
BASE RENTAL
PAYMENT: Intentionally left blank.

SECURITY
DEPOSIT: \$1,500.00.

BROKER: None.

TRIPLE NET: Tenant shall be responsible for *ad valorem* taxes (if any), utilities, and maintenance related to the Premises.

The foregoing summary (the "Lease Summary") is hereby incorporated into and made a part of the Lease Agreement. In the event, however, of a conflict between the terms of the Lease Summary and the terms of the Lease Agreement, the latter shall control.

Initial: _____ (on behalf of Landlord)

Initial: CS (on behalf of Tenant)

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EXHIBIT A: To be inserted, if applicable, pursuant to § 9
EXHIBIT B: Tenant Parking Area

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made and entered into on the date set forth in, and between the Landlord and Tenant identified in, the Lease Summary (the “Effective Date”).

WITNESSETH:

1. Definitions.

Capitalized terms appearing in this Lease, unless defined elsewhere in this Lease or in the Lease Summary, shall have these definitions:

1.1 “Additional Rent” shall include all additional sums charges or amounts of whatever nature to be paid by Tenant to Landlord under this Lease, other than Base Rent. This is an absolute net lease. Except as otherwise set forth in this Lease, it is the purpose, intent and agreement of Landlord and Tenant that the Base Rent payable hereunder shall be an absolute net return to Landlord, undiminished by taxes, maintenance or repair costs, operation costs, costs of insurance, or any other charges of any kind or nature whatsoever relating to the Premises, which may arise or become due during the term of this Lease.

1.2 “Advance Base Rental Payment” shall have the meaning set forth in the Lease Summary.

1.3 “Base Rental” during the Lease Term shall be the amount so designated in the Lease Summary, as same may be adjusted pursuant to the terms of this Lease.

1.4 “Broker” shall be the party or parties so designated in the Lease Summary.

1.5 “Building” shall have the meaning set forth in the Lease Summary.

1.6 “Building Exterior Common Areas” shall mean (A) the exterior of the Building and all of the improvements and real property on the Land, including, without limitation, all parking areas, enclosed or otherwise, and all streets, sidewalks, signs and landscaped areas located on or within the Land; and (B) all signs and landscaped areas located in public rights-of-way directly contiguous to the Land if and to the extent Landlord maintains such signs and landscaped areas from time to time.

1.7 “Building Net Rentable Area” shall have the meaning set forth in the Lease Summary.

1.8 “Common Areas.” There are no common facilities provided for the common use or benefit of tenants generally and/or the public.

1.9 “Force Majeure Matters” is defined in Paragraph 40 herein.

1.10 “Land” shall mean the real property upon which the Building is situated.

1.11 “Lease Term” shall mean the term of this Lease as set forth in the Lease Summary.

1.12 “Normal Business Holidays” shall be New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (or if any such holiday falls on a weekend day, the applicable Normal Business Holiday, for purposes of this definition, shall be the weekday designated by Landlord).

1.13 “Normal Business Hours” are 9 a.m. to 5 p.m. on Mondays through Fridays, exclusive of Normal Business Holidays.

1.14 “Premises” shall have the meaning set forth in the Lease Summary.

1.15 “Premises Net Rentable Area” shall have the meaning set forth in the Lease Summary, and Landlord and Tenant agree that the applicable figure set forth in the Lease Summary shall be conclusive.

1.16 “Rent Commencement Date” shall mean that date set forth in the Lease Summary.

1.17 “Taxes” means taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments (including non-governmental assessments for common charges under a restrictive covenant or other private agreement that are not treated as part of Common Area Costs) now or hereafter attributable to the Building and Land or its operation excluding, however, penalties and interest thereon and federal and state taxes on income. Taxes shall include the reasonable costs of consultants retained in an effort to lower taxes and all costs incurred in disputing any taxes or in seeking to lower the tax valuation of the Building and Land. Notwithstanding anything to the contrary contained herein, the Taxes included within Common Area Costs shall not include any estate, inheritance, succession, capital levy, transfer or income taxes of Landlord.

1.18 “Tenant Improvements” shall mean the improvements to be constructed and installed in the Premises in accordance with the Tenant Improvements Plans and Specifications, and the terms of Paragraph 9 herein.

1.19 “Tenant Improvements Plans and Specifications” shall mean the plans and specifications for the construction of the Tenant Improvements, as set forth in Paragraph 9 herein.

1.20 “Tenant’s Pro-Rata Share.” The Premises is the uppermost floor of a Building with two floors. During all times when only the upper floor of the Building is occupied, Tenant’s Pro-Rata Share shall be 100 percent. If the lower floor of the Building becomes occupied for use as active office space, then Tenant’s Pro-Rata Share shall be 50 percent beginning on the first day of the first full calendar month after such use begins and shall remain 50 percent until the time that the lower floor is no longer occupied for active office space, at which time Tenant’s Pro-Rata Share shall revert to 100 percent. As used for purposes of this definition, “active office space” means in-person office use and does not include passive uses such as storage.

2. Lease Grant.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the covenants, agreements, provisions and conditions of this Lease, the Premises located in the Building.

3. Lease Term.

3.1 This Lease shall continue in force during a period beginning on the Rent Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision herein. Tenant shall accept the Premises on the Effective Date “AS IS – WHERE IS”.

3.2 Intentionally deleted.

4. Use.

The Premises shall be used for the operation of nonprofit or business offices and for no other purposes. Tenant agrees not to use or permit the use of the Premises for any purpose that is improper, immoral, unlawful, objectionable or illegal or is in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule, or that, in Landlord's commercially reasonable opinion, creates a nuisance, disturbs any other tenant of the Building or is disreputable or inconsistent with the operation of a first class office building.

5. Base Rental.

5.1 Tenant agrees to pay during the Lease Term to Landlord, without any setoff or deduction, except as provided herein, the Base Rental, and all such other sums of money as shall become due hereunder as Additional Rent, all of which are sometimes herein collectively called "rent" or "Rent." Base Rental for each calendar year or portion thereof during the Lease Term, shall be due and payable in advance, in equal installments on the first day of each calendar month during the Lease Term; provided, however, if the Lease Summary states that Tenant is paying to Landlord an Advance Base Rental Payment, as provided in Paragraph 5.2 herein, such Advance Base Rental Payment (i) shall be due and payable upon the full execution of this Lease and (ii) shall be applied by Landlord against the Base Rental payment due relative to the first full calendar month during the Lease Term. Tenant hereby agrees to pay such Base Rental and any adjustments thereto to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, and without demand. If the Lease Term commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Base Rental and any adjustments thereto for such month or months shall be prorated, based on the number of days in such month or months.

5.2 If the Lease Summary provides for an Advance Base Rental Payment to be made by Tenant to Landlord, then simultaneously with the execution of this Lease, Tenant shall pay to Landlord the Advance Base Rental Payment as additional security for Tenant's performance of its obligations under this Lease. If Tenant is not then in default under this Lease, Landlord shall apply the Advance Base Rental Payment to the payment of the monthly installment of Base Rental due relative to the first full calendar month during the Lease Term. If Tenant is then in default under this Lease, Landlord may, at its option, apply all or any part of the Advance Base Rental Payment to cure the default. With regard to any partial calendar month (if any) preceding the first full calendar month during the Lease Term, Tenant shall pay the applicable pro rata portion of the monthly installment of Base Rental in a timely manner pursuant to Paragraph 5.1 herein.

6. Adjustments to Base Rental. Intentionally deleted.

7. Additional Rent. It is clearly understood and agreed that this is a "triple net lease," which means that the Tenant shall pay all costs of repairs, maintenance and replacement of the Premises, a pro rata share of Landlord's actual costs of operating, managing, maintaining, repairing, and replacing the Building and Land, all utilities relating to the Premises, a pro rata share of all real estate taxes and special assessments of every kind and description on the Building and Land (if any), and a pro rata share of management costs for the Building and Land. **The charge for utilities related to the Premises shall be the entire amount of the utility bill for services that are separately metered for the Premises and the Tenant's Pro-Rata Share of the utility bill for services that are metered for the entire Building.** The triple net costs and expenses to be paid by Tenant shall be deemed "Additional Rent" and are further described below.

7.1 Commencing on the Rent Commencement Date, in addition to Base Rent, Tenant shall also pay to Landlord monthly, as Additional Rent, a pro rata share of Landlord's actual costs of operating, managing, maintaining, repairing, and replacing the Building and Land during the term of the Lease (collectively, "Common Area Costs"). Tenant's Pro-Rata Share shall mean the percentage set forth in the Paragraph 1.20. Common Area Costs shall include, but not be limited to, (i) the costs of management, (ii) insurance premiums and deductibles for Landlord's insurance coverages carried and maintained with respect to the Building and Land, (iii) Taxes (if any), (iv) costs for improvements made to the Building and Land which, although capital in nature, are expected to reduce the normal operating costs (including all utility costs) of the Building and Land, as amortized using a commercially reasonable interest rate over the time period reasonably estimated by Landlord to recover the costs thereof taking into consideration the anticipated cost savings, as determined by Landlord using its good faith, commercially reasonable judgment, as well as capital improvements made in order to comply with any law hereafter promulgated by any governmental authority or any new interpretations of any law hereafter rendered with respect to any existing law, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion, (v) repairs, maintenance and replacement of heating, ventilation and air conditioning systems, (vi) lighting, (vii) water, (viii) cleaning, (ix) trash removal, (x) snow removal, (xi) landscape maintenance, (xii) sewer charges, (xiii) wages, (xiv) payroll taxes, (xv) workmen's compensation insurance, (xvi) license and permit fees, (xvii) all other repairs and replacements relating to the Building and Land, (xviii) depreciation on maintainable equipment, (xix) maintenance supplies, and (xx) other everyday maintenance expenses; provided, that Common Area Costs shall not be deemed to include any charges for depreciation related to the original costs of acquiring, constructing, equipping or financing of the Building and Land, the costs of alterations for specific tenants, debt service or income taxes of Landlord. Notwithstanding the foregoing, any capital expenditures included within Common Area Costs shall be amortized over the useful life of the subject capital improvements and replacements in accordance with generally accepted accounting principles, and Tenant shall only be obligated to pay Tenant's Pro Rata Share of that portion of such amortized costs applicable to the portion of the useful life occurring during the Term of this Lease.

Notwithstanding the foregoing, with regard to those items of Common Area Costs within Landlord's management control (i.e., all Common Area Costs except Taxes, utilities, insurance, and maintenance), Tenant's liability for any increase in Common Area Costs incurred in any calendar year (or portion thereof) during the Term shall be limited to an increase of five percent (5%) over the amount of Tenant's share of Common Area Costs for the previous calendar year had the Common Area Costs increased at a rate of five percent (5%) each calendar year beginning with the actual Common Area Costs for calendar year 2025.

7.2 Landlord shall provide Tenant with Landlord's reasonable estimate of Tenant's Pro Rata Share of Common Area Costs within fifteen (15) days prior to the start of each calendar year during the Term. Tenant shall pay one-twelfth (1/12) of Tenant's Pro Rata Share of Common Area Costs on the first day of each calendar month during the Term simultaneously with the payment of Base Rent. On or before April 1 of each calendar year (or as soon as practicable thereafter), Landlord shall furnish to Tenant an itemized statement ("Landlord's CAM Statement") showing the actual Common Area Costs incurred by Landlord for the immediately preceding calendar year and a calculation of the actual amount of Tenant's Pro Rata Share of Common Area Costs for the immediately preceding calendar year. If Landlord's CAM Statement indicates that the estimated Tenant's Pro Rata Share of Common Area Costs paid by Tenant for the immediately preceding calendar year are more or less than the actual amount of Tenant's Pro Rata Share of Common Area Costs for the immediately preceding calendar year, an appropriate adjustment shall be made between the Landlord and Tenant within thirty (30) days following Landlord's delivery to Tenant of Landlord's CAM Statement. At any time during each calendar year (but not more than one (1) time per calendar year), Landlord shall have the right to adjust Tenant's estimated payments of Tenant's Pro Rata Share of Common Area Costs based upon actual expenditures made by Landlord for the same during such calendar year.

7.3 Intentionally deleted.

8. Intentionally deleted.

9. Tenant Improvements.

9.1 All installations and improvements now or hereafter placed on or in the Premises shall be for Tenant's account and at Tenant's cost.

9.2 Tenant accepts the Premises in its current condition, AS IS, WHERE IS. If Tenant desires improvements to the Premises, Tenant may request them from Landlord, which may approve or deny any such request in Landlord's sole discretion. For improvements agreed to by Landlord, before commencing construction of the Tenant Improvements, Tenant shall deliver to Landlord the Tenant Improvements Plans and Specifications, which shall include the names of all contractors for the same, and the same shall be subject to Landlord's written consent, which consent Landlord may withhold in Landlord's sole discretion, and upon receipt of such consent shall be attached to this Lease as Exhibit A. Landlord agrees not to charge any additional fee to Tenant for construction supervision. Tenant shall construct the Tenant Improvements in a first-class, professional manner. The Tenant Improvements shall be completed in accordance with the approved Tenant Improvements Plans and Specifications and in compliance with all city, county, state and federal ordinances, rules and regulations relating thereto, including all applicable building codes.

10. Maintenance and Repair by Landlord.

Except to the extent any such repairs or replacements are the responsibility of Tenant pursuant to the terms of Paragraph 11 or Paragraph 12 herein or any other provision in this Lease, Landlord shall be responsible for maintaining, repairing and replacing:

10.1 the roof, foundations, exterior walls (excluding doors and windows), and all structural parts of the Building;

10.2 all portions of the Premises affected by structural conditions whose source lies outside the Premises;

10.3 all Common Areas and Building Exterior Common Areas; and

10.4 all utility, sprinkler service, electrical and plumbing lines and HVAC systems outside the Premises.

Except as expressly provided herein, Landlord shall not be required to make any repairs to the Premises, the Building, or the Land.

11. Maintenance and Repair by Tenant.

In addition to any other provisions in this Lease which obligate Tenant to perform maintenance, repair and replacement duties relative to the Premises and/or the Building, Tenant shall be responsible for the following maintenance, repair and replacement responsibilities:

11.1 Tenant shall, at its expense, keep and maintain the Premises in good order and repair and not commit or allow any waste to be committed on any portion of the Premises; and at the termination of this Lease, Tenant agrees to deliver up the Premises to Landlord in as good of a condition as existed on the Rent Commencement Date, excepting only ordinary wear and tear, acts of God and repairs required to be made by Landlord pursuant to the terms of this Lease.

11.2 Tenant shall be responsible for the cost and expense of repairing or replacing any damage done to the Common Areas, the Building Exterior Common Areas, the Building, or any part thereof (including the Premises), caused by Tenant or Tenant's agents, employees, invitees, or visitors, and such repairs shall restore the damaged area to as good of a condition as existed prior to such damage and shall be effected in compliance with all applicable laws. Landlord may make the repairs or replacements, and Tenant shall pay the cost thereof to Landlord as Additional Rent within thirty (30) days after Landlord submits to Tenant an invoice therefor.

11.3 Tenant shall pay for semi-annual maintenance of the HVAC systems servicing the Premises and shall, at its expense, keep, maintain, repair and/or replace such HVAC systems.

12. Alterations by Tenant.

Tenant shall not make or allow to be made any alterations (structural or otherwise) to the Premises or install any vending machines in the Premises, without first obtaining the written consent of Landlord in each such instance. Any and all alterations to the Premises, including, without limitation, the Tenant Improvements, shall become the property of Landlord upon the termination of this Lease (except for personal property and furniture owned by Tenant). Landlord may, by written notice to Tenant not later than sixty (60) days prior to termination, require Tenant, upon the expiration or earlier termination of this Lease, to remove any and all fixtures, equipment and other improvements installed in the Premises by Tenant. In the event that Landlord so elects and Tenant fails to remove such improvements, Landlord may remove such improvements at Tenant's cost, and Tenant shall pay Landlord on demand the cost of restoring any damage to the Premises resulting from such removal, excepting only ordinary wear and tear and acts of God.

13. Graphics and Signage.

Landlord agrees to permit Tenant, at Tenant's sole cost and expense, to install and maintain its standard signage in a reasonably prominent position on the front door of the Premises as well as the Building monument sign, provided that the color and specifications of such signage shall be subject to the prior written approval of Landlord (which shall not be unreasonably withheld, conditioned or delayed). Tenant's signage plans shall be included in with the Tenant Improvements Plans and Specifications and attached hereto at Exhibit A.

14. Parking.

During the Lease Term, Tenant shall have, without charge, the right to use, in common with their respective guests and invitees, the 14 parking spaces, driveways, and footways located at the southwest corner of the building within the Parking Area shown on Exhibit B, attached.

15. Compliance with Laws.

Tenant agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction over the Premises. Without limiting the generality of the foregoing, in the event the Premises must be modified or any other action relating to the Premises must be undertaken in the future to comply with the Americans With Disabilities Act or any similar federal, state or local statute, law, or ordinance, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Tenant. If the Common Areas or the Building Exterior Common Areas must be modified or any other action relating to the Common Areas or the Building Exterior Common Areas must be undertaken in the future to comply with the Americans With Disabilities Act or any similar federal, state or local statute, law, or ordinance and if such modification or action is required because of (i) any special or unique use or activity in the Premises or (ii) the performance of any alterations within the Premises, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Tenant. Except as provided in the immediately preceding sentence, in the event the Common Areas or the Building Exterior Common Areas must be modified or any other action relating to the Common Areas or the Building Exterior Common Areas must be undertaken in the future to comply with the Americans With Disabilities Act or any similar federal, state or local statute, law, or ordinance, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith, subject to the terms and provisions of this Lease relating to the pass-through of Basic Costs) shall belong to Landlord.

16. Intentionally deleted.

17. Entry by Landlord.

Tenant agrees to permit Landlord and Landlord's agents and representatives to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, to show the Premises to prospective purchasers, mortgagees, tenants or insurers, and to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

18. Assignment and Subletting.

18.1 With the exception of Tenant's sublease to W.N. Ireland Insurance Agency, Inc., which is permitted by this Lease, Tenant shall not assign this Lease or sublet all or any part of the Premises or make any other transfer of its interest in the whole or any portion thereof, directly or indirectly, at any time during the Lease Term.

19. Liens.

Tenant will not permit any mechanic's lien(s) or other liens to be placed upon the Premises, the Building or the Land and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanics' or other liens against the Premises, the Building or the Land. In the event any such lien is attached to the Premises, the Building or the Land, and if the same shall not be bonded off or otherwise discharged of record by Tenant within forty-five (45) days of receiving notice thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes shall be reimbursed by Tenant to Landlord as Additional Rent within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor.

20. Property Insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Premises, such policy(ies) to cover Landlord's interest in the Building and Premises for not less than the full replacement value thereof. Such insurance shall be maintained at the expense of Landlord (as a part of Basic Costs), and payments for losses thereunder shall be made solely to Landlord or the mortgagees of Landlord relative to the Land and the Building (collectively, "Mortgagees"; each, a "Mortgagee"), as their respective interests shall appear. Tenant shall maintain, at its expense, in an amount equal to full replacement cost, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Tenant shall, at Landlord's request from time to time, provide Landlord with current certificates of insurance evidencing Tenant's compliance with the terms and requirements of this Paragraph 20 and Paragraph 21 herein. All policies required to be maintained by Tenant under this Paragraph 20 and Paragraph 21 herein shall contain a provision whereby the insurer is not allowed to cancel, fail to renew or change materially the coverage without first giving thirty (30) days prior written notice to Landlord. Tenant shall also obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration.

21. Liability Insurance.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of commercial general liability insurance (occurrence coverage) with respect to the respective activities of each on the Land and in the Building with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company authorized to conduct such business in the State of North Carolina. Such commercial general liability insurance to be maintained by Tenant and Landlord under this Paragraph 21 shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof; and such commercial general liability insurance to be maintained by Tenant shall name Landlord as an additional insured. Such insurance coverage maintained by Tenant also shall include, without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building or on the Land.

22. Indemnities.

Landlord shall not be liable to Tenant, or to Tenant's agents, servants, employees, customers, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Tenant, its agents, servants, employees, invitees, licensees or any other person entering the Land, the Building or

the Premises under the invitation of Tenant or arising out of a default by Tenant in the performance of its obligations hereunder. Tenant hereby indemnifies and holds Landlord harmless from all liability and claims for any such damage or injury.

23. Waiver and Waiver of Subrogation Rights.

Anything in this Lease to the contrary notwithstanding (including, without limitation, Paragraph 22 herein), Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises or a part thereof, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under the terms of the standard fire and extended coverage insurance policies referred to in Paragraph 20 herein, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees. All insurance policies carried with respect to Paragraph 20 herein, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against Landlord and Tenant.

24. Casualty Damage.

If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration or reconstruction of the Building shall be required (whether or not the Premises shall have been damaged by such casualty) or in the event any Mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If, by reason of such casualty, the Premises are rendered untenable in some material portion, and the amount of time required to repair the damage is reasonably determined by Landlord to be in excess of one hundred eighty (180) days from the date upon which Landlord is required to determine whether to terminate this Lease, then Tenant shall have the right to terminate this Lease by giving Landlord written notice of termination within thirty (30) days after the date Landlord delivers Tenant notice that the amount of time required to repair the damage has been determined by Landlord to be in excess of one hundred eighty (180) days. If Landlord (or Tenant, if applicable) does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as existed immediately prior to the occurrence of the casualty not taking into account any Tenant Improvements, except that Landlord shall not be obligated to restore the Premises if the cost of the restoration work required under this Lease and all other leases of space in the Building exceeds the insurance proceeds actually received by Landlord as a result of the casualty. Tenant shall restore Tenant's furniture and equipment. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of rent during the time and to the extent the Premises are unfit for occupancy. If the Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense are not covered by insurance proceeds.

25. Condemnation.

If the whole or substantially the whole of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or

the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or Premises is thus taken or sold and the remaining portion of the Building can no longer be operated as a multi-tenant office building on a financially sound basis, in Landlord's reasonable opinion, or if any Mortgagee should require that the condemnation proceeds payable as a result of such taking or sale be applied to the payment of the mortgage debt, Landlord (whether or not the Premises are affected by the taking or sale) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale and if a portion of the Premises is affected thereby, the Base Rental payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition not taking into account any Tenant Improvements, except Landlord shall not be obligated to restore the Premises if the cost of the restoration work required under this Lease and all other leases of space in the Building exceeds the amount received by Landlord for such taking. All amounts awarded upon a taking of any part or all of the Building or the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation.

26. Damages from Certain Causes.

Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other Force Majeure Matter. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Building or Premises.

27. Events of Default/Remedies.

27.1 The following events shall be deemed to be events of default by Tenant under this Lease: (i) Tenant fails to pay any installment of Base Rental or Additional Rent when due; (ii) Tenant fails to comply with any provision of this Lease (other than clauses (iii), (iv), (v), (vi) and (vii) in this Paragraph 27.1), all of which terms, provisions and covenants shall be deemed material and such failure continues for more than thirty (30) days after Tenant is given written notice of such failure (provided such 30-day notice and cure period for non-monetary defaults shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure will result in a default by Landlord under other leases of space in the Building); (iii) the leasehold hereunder demised is taken on execution or other process of law in any action against Tenant; (iv) Tenant abandons any substantial portion of the Premises; (v) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; (vi) Tenant takes any action to or notifies Landlord that Tenant intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Tenant under any such statute or Tenant or any creditor of Tenant's notifies Landlord that it knows such a petition will be filed or Tenant notifies Landlord that it expects such a petition to be filed; or (vii) a receiver or trustee is appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant. Provided, however, and notwithstanding the foregoing provisions in this Paragraph 27.1, Tenant shall not be entitled to any notice and cure period in connection with Tenant's obligation to vacate the Premises at the end of the Lease Term.

27.2 Upon the occurrence under this Lease of any event or events of default by Tenant, whether enumerated in Paragraph 27.1 herein or not, Landlord shall have the option to pursue any one or more of the following remedies: (i) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; (ii) terminate Tenant's right to occupy the Premises and re-enter and take possession

of the Premises (without terminating this Lease); (iii) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action; and (iv) exercise all other remedies and seek all damages available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties. The parties agree that Landlord may exercise the remedy of re-entering and re-taking possession of the Premises WITHOUT legal action or process.

In the event of an elected termination of this Lease by Landlord, whether before or after reentry, Landlord may recover from Tenant damages, including the costs of recovering the Premises, and Tenant shall remain liable to Landlord for the total Base Rental and Additional Rent which would have been payable by Tenant hereunder for the remainder of the Lease Term (which total Base Rental and Additional Rent may at Landlord's election be accelerated to be due and payable in full as of the event or events of default and recoverable as damages in a lump sum) less the rentals actually received from any reletting or, at Landlord's election, less the reasonable rental value of the Premises for the remainder of the Lease Term.

In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, and may retake the Premises without resorting to legal process. In addition, the provisions of Paragraph 30 herein shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All of Landlord's remedies under this Lease shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or an election of remedies.

27.3 Any installment of Base Rental and any Additional Rent not paid within five (5) days following the date when due and payable shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful contract rate per annum.

27.4 This Paragraph 27 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that notice, in writing only and delivered in accordance with Paragraph 36 herein, shall be sufficient to evidence and effect the termination therein provided for.

27.5 Landlord shall be in default hereunder in the event Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations hereunder within thirty (30) days of receipt by Landlord of written notice from Tenant of the alleged failure to perform. In no event shall Tenant have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere, and Tenant hereby waives such remedies for default. In addition, Tenant hereby covenants that, prior to the exercise of any remedies, it will give the Mortgagee(s) who then hold(s) a mortgage on the Building the same notice and time period as Landlord to cure any default by Landlord under this Lease.

28. Security Deposit.

If the Lease Summary provides for a Security Deposit to be paid by Tenant to Landlord, then as security for the performance of its obligations under this Lease, Tenant, simultaneously with the execution

of this Lease, shall pay to Landlord a security deposit (the "Security Deposit") in the amount stated in the Lease Summary. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. Landlord shall not pay any interest on the Security Deposit. Within forty-five (45) days after the expiration date of the Lease Term, Landlord shall return to Tenant the balance, if any, of the Security Deposit. The Security Deposit shall not be deemed an advance payment of rent or a measure of damages for any defense to any action which Landlord may at any time commence against Tenant. If Landlord's interest in the Premises is sold or otherwise transferred, Landlord shall have the right to transfer the Security Deposit to the new owner, and upon the new owner's express assumption of the obligation for the Security Deposit required by this Lease, Landlord shall thereupon be released from all liability for the Security Deposit, and Tenant shall thereafter look solely to such new owner for the Security Deposit. The terms hereof shall apply to every transfer of the Security Deposit. If the Lease Summary does not provide for a Security Deposit to be paid by Tenant to Landlord, then the terms and provisions of this Paragraph 28 shall not be applicable under this Lease and this Lease shall be construed as if the text in this Paragraph 28 were stricken in its entirety. Landlord shall not be required to hold the Security Deposit in trust or keep it separate from its other funds.

29. Peaceful Enjoyment.

Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of Landlord's interest hereunder.

30. Holding Over

If Tenant remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, whether with or without Landlord's acquiescence, Tenant shall be deemed a tenant at will for a maximum period of sixty (60) days. In the event of any such holding over by Tenant after the expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Paragraph 27.2 herein, Tenant shall, during the first two months of such holdover period pay Base Rental equal to 150% of the Base Rental in effect immediately before the holdover period began, together with all applicable Additional Rent which would have been applicable had the Lease Term continued through the period of such holding over by Tenant. Tenant shall also remain liable for any and all damages, direct and consequential, suffered by Landlord as a result of any holdover without Landlord's unequivocal written acquiescence. No holding over by Tenant after the expiration of the Lease Term shall be construed to extend the Lease Term.

31. Subordination to Mortgage.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Premises, the Building and/or the Land, and to any renewals, modifications, refinances and extensions thereof, but Tenant agrees that any such mortgagee shall have the right (without seeking or obtaining Tenant's consent) at any time to subordinate such mortgage, deed of trust or other lien to this Lease. Tenant agrees to cooperate and execute and deliver such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request within fifteen (15) days of the date of such request. If any ground or similar lease, deed of trust, or mortgage is terminated or foreclosed, Tenant shall, upon request, attorn to the landlord under such lease or the lender for the Building or purchaser at a foreclosure sale, as the case may be, and execute instrument(s) confirming such attornment. In the event of such a termination or foreclosure and upon Tenant's attornment as aforesaid, Tenant shall automatically become the tenant of the successor to Landlord's interest without change in the terms or provisions of this Lease; provided, such successor to Landlord's interest shall not be bound by (i) any payment of rent for more than one month in advance except prepayments of security for the Lease, if any, (ii) any obligation to pay for modifications or improvements previously made or to be made to the Leased Premises or to provide any allowance to pay for modifications or improvements, and/or (iii) any amendments or modifications of this Lease made without the prior written consent of the Lender. If this Lease is subject to the review and approval of Lender and Lender does not approve this Lease, then this Lease shall automatically be of no force or effect.

32. Estoppel Certificate.

Tenant agrees that it will, from time to time upon request by Landlord and within fifteen (15) days of such request, cooperate and execute and deliver to such persons as Landlord shall request an estoppel certificate in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that, to the best knowledge of Tenant, Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require. In the event that Tenant should fail to execute any such estoppel certificate within fifteen (15) days after requested by Landlord, Tenant shall be deemed to have approved the contents of such estoppel certificate in the form submitted to Tenant by Landlord, and Landlord is hereby authorized to so certify.

33. Attorneys' Fees.

In the event Tenant defaults in any of its obligations and Landlord hires an attorney to enforce Landlord's rights under this Lease and/or to collect amounts owed by Tenant, Tenant shall be responsible for Landlord's reasonable attorneys' fees and costs of litigation.

34. No Implied Waiver.

The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy in this Lease provided.

35. Personal Liability.

The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the equity of Landlord in the Building and the Land, and Tenant agrees to look solely to Landlord's equity in the Building and the Land for recovery of any judgment from Landlord, it being intended that neither Landlord nor the shareholders, parents, affiliates, partners, members, or owners of Landlord shall be personally liable for any judgment or deficiency.

36. Notices.

Any notice in this Lease provided for must, unless otherwise expressly provided herein, be in writing, and may, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified or registered and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party, or by prepaid telegram or overnight delivery service (*e.g.*, Federal Express), or by sending the same by facsimile (with the original being sent by one of the other permitted means), addressed to the party to be notified at the applicable address stated in the Lease Summary or such other address, notice of which has been given to the other party pursuant to this Paragraph 36. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. Notice by personal delivery shall be effective on the day of personal delivery. Notice by prepaid telegram or overnight delivery service shall be effective on the first business day after said notice is sent. Notice by facsimile shall be effective on the day sent by facsimile (provided the original is sent by one of the other permitted means).

37. Severability.

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law, notwithstanding the invalidity of any other term or provision hereof.

38. Recordation.

Tenant agrees not to record this Lease; provided, however, Landlord shall execute and deliver a memorandum of this Lease, in recordable form, and suitable to provide record notice of this Lease, if so requested by Tenant. In the event a memorandum of this Lease is placed on the public land records by Tenant, Tenant agrees to execute and deliver to Landlord, within ten (10) business days after request therefor by Landlord (but no earlier than thirty (30) days prior to the expiration or earlier termination of the Lease Term), an appropriate document, in recordable form reasonably acceptable to Landlord, suitable to terminate such memorandum of record; and Landlord shall be entitled to record such termination instrument in the public land records.

39. Governing Law.

This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina.

40. Force Majeure.

Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to any condition, matter or circumstance beyond the reasonable control of Landlord (collectively, "Force Majeure Matters"; each, a "Force Majeure Matter"), including, without limitation, the following: strikes; defaults or failures to perform by contractors or subcontractors; unavailability of materials; lockouts; acts of God; governmental restrictions, war or enemy action or invasion; civil commotion; insurrection; riot; mob violence; malicious mischief or sabotage; fire or any other casualty; adverse weather conditions or unusual inclement weather; a condemnation; failure of a governmental instrumentality to act in a timely fashion; any litigation or other legal proceeding which delays the approval of plans or the issuance of any grading or building permit for construction, including, without limitation, the issuance of an injunction enjoining such approval and/or issuance, as the case may be; any law, order or regulation of any governmental, quasi-governmental, judicial or military authority; or other similar cause. Without limiting the generality of the foregoing, in the event a Force Majeure Matter affects Landlord's construction and delivery obligation(s) relative to the Premises under this Lease, at Landlord's option, the Rent Commencement Date shall be extended by the same number of days as the number of days of delay caused by such Force Majeure Matter on the critical path of completing such construction and delivery obligation(s).

41. Time of Performance.

Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

42. Transfers by Landlord.

Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and Land referred to herein, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations, except those obligations of Landlord with respect to which a default exists as of the effective date of such transfer or assignment.

43. Commissions.

Landlord warrants and represents to Tenant that Landlord has not engaged or contracted with any person, firm or entity to serve or act as a broker, agent or finder, other than its Broker, for the purpose of leasing the Premises or in regard to this Lease. Tenant warrants and represents to Landlord that Tenant has not engaged, contracted with or dealt with any person, firm or entity, other than its Broker, to serve or act as a broker, agent or finder for the purpose of leasing the Premises or in regard to this Lease. Landlord agrees to be solely responsible for the payment of any commission to Broker relating to this Lease pursuant to a separate agreement between Landlord and Broker. Tenant shall and does hereby indemnify and hold harmless Landlord from and against any claim for any consulting fee, finder's fee, commission, or like compensation payable in connection with this Lease and asserted by any party arising out of any act or agreement by Tenant (excluding the commission payable by Landlord to Broker as described above), including reasonable attorneys' fees in defense thereof.

44. Effect of Delivery of this Lease.

Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and such delivery does not constitute an offer to Tenant or an option in favor of Tenant. This Lease shall not be effective until an original executed by both Landlord and Tenant is delivered to and accepted by Landlord.

45. Real Estate Investment Trust.

During the Lease Term, should a real estate investment trust become Landlord hereunder, all provisions of this Lease shall remain in full force and effect except as modified by this Paragraph 45. If Landlord in good faith determines that its status as a real estate investment trust under the provisions of the Internal Revenue Code of 1986, as heretofore or hereafter amended, will be jeopardized because of any provision of this Lease, Landlord may request reasonable amendments to this Lease and Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such amendments do not (a) increase the monetary obligations of Tenant pursuant to this Lease or (b) in any other manner adversely affect Tenant's interest in the Premises.

46. Hazardous Materials.

46.1 To the best of Landlord's knowledge (without any inquiry or investigation), no chemical substances, asbestos or asbestos-containing materials, formaldehyde, polychlorinated biphenyls, and no toxic, carcinogenic, radioactive, dangerous or hazardous material, substance, waste, contaminant, or pollutant regulated now or hereafter by any governmental entity or agency (collectively, "Hazardous Materials") currently exist in the Building or on the Land or previously existed on the Land in violation of applicable governmental regulation. Throughout the Lease Term, Landlord shall not knowingly cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises, the Building or the Land by itself or its servants, agents, and employees; provided, however, minor quantities of Hazardous Materials may be used or stored in the Building and on the Land for cleaning purposes, in connection with the use of office equipment and the normal operation of offices by tenants and occupants of the Building and in connection with construction and maintenance activities relating to the Building and the Land, so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation. Landlord agrees to promptly clean up any Hazardous Materials (other than those permitted above) which are placed in the Building or on the Land by Landlord or its servants, agents and employees and to remediate and remove any such contamination of the Building and/or the Land resulting from the acts of Landlord and its servants, agents and employees, at Landlord's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect, at no cost or expense to Tenant.

46.2 Throughout the Lease Term, Tenant shall not knowingly cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises, the Building or the Land by itself or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants; provided, however, minor quantities of Hazardous Materials may be used or stored in the Premises for cleaning purposes only or in connection with Tenant's permitted use of the Premises, so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation. Tenant agrees to give Landlord prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises, the Building or the Land. Tenant agrees to promptly clean up any Hazardous Materials which are placed in the Premises or on the Land by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants and to remediate and remove any such contamination relating to the Premises, the Building and/or the Land, as appropriate, at Tenant's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect and to Landlord's satisfaction, at no cost or expense to Landlord. Additionally, Tenant hereby agrees to indemnify and hold harmless Landlord and Landlord's partners, officers, directors, members, affiliates, employees and agents from and against all loss, cost, damage, liability and expense (including attorneys' fees and expenses) arising from or relating to any Hazardous Materials which are placed in the Premises or the Building or on the Land by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants.

46.3 The terms and provisions in this Paragraph 46 shall survive the expiration or earlier termination of this Lease.

47. Landlord's Right of Relocation.

Intentionally deleted.

48. Evidence of Authority.

If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence and good standing of Tenant and the authority of any parties signing this Lease to act for Tenant. By signing this Lease on Tenant's behalf, the signatory for Tenant hereby represents the truth of such facts to Landlord.

49. Survival of Obligations.

Notwithstanding any term or provision in this Lease to the contrary, any liability or obligation of Landlord or Tenant arising during or accruing with respect to the Lease Term shall survive the expiration or earlier termination of this Lease, including, without limitation, obligations and liabilities relating to (i) rent payments, (ii) the condition of the Premises and the removal of Tenant's property, and (iii) indemnity and hold harmless provisions in this Lease.

50. Confidentiality.

Intentionally omitted.

51. Miscellaneous Provisions.

The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease and the exhibits attached hereto; and any stipulations, representations, promises or

agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein or in the exhibits attached hereto. This Lease may not be modified except by a written instrument by the parties hereto. The terms “Landlord” and “Tenant” and all pronouns relating thereto shall be deemed to mean and include corporations, partnerships and individuals as may fit the context, and the masculine gender shall be deemed to include the feminine and the neuter, and the singular number, the plural.

52. Special Stipulations.

52.1 Intentionally omitted.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

LANDLORD:

THE CITY OF KING

By: _____

Name: _____

Title: _____

TENANT:

THE KING CHAMBER OF COMMERCE, INC.,
a North Carolina non-profit corporation

By: Cathy L. Loveday

Name: Cathy L. Loveday

Title: Executive Director

Signature Page to Lease Agreement

EXHIBIT A

To be inserted, if applicable, pursuant to Section 9.

EXHIBIT B

Tenant's Parking Area

Fourteen spaces at southwest corner of the Building and south of the white line shown.



IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

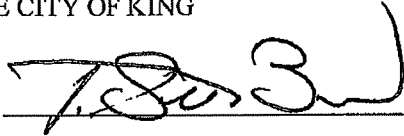
LANDLORD:

THE CITY OF KING

By: _____

Name: _____

Title: _____



T. SCOTT BARROW

CITY MANAGER

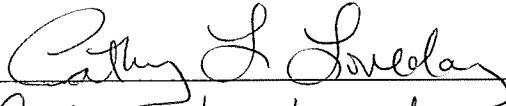
TENANT:

THE KING CHAMBER OF COMMERCE, INC.,
a North Carolina non-profit corporation

By: _____

Name: _____

Title: _____



Cathy L. Loveday

Executive Director

Signature Page to Lease Agreement

TRIPLE NET: Tenant shall be responsible for *ad valorem* taxes (if any), utilities, and maintenance related to the Premises.

The foregoing summary (the "Lease Summary") is hereby incorporated into and made a part of the Lease Agreement. In the event, however, of a conflict between the terms of the Lease Summary and the terms of the Lease Agreement, the latter shall control.

Initial: TJB (on behalf of Landlord)

Initial: CLL (on behalf of Tenant)

Please publish the following legal notice once in the Stokes News on Thursday, August 6, 2026. Affidavit of Publication required.

LEGAL NOTICE

NOTICE OF INTENT TO LEASE CITY PROPERTY

NOTICE IS HEREBY GIVEN that, pursuant to N.C. Gen. Stat. § 160A-272, the City Council of the City of King intends to consider a resolution authorizing the lease of city-owned property consisting of the uppermost floor of the building located at 110 W. King Street, King, North Carolina 27021, at its next regular meeting to be held on September 8, 2026, at 6:00 p.m. at City Hall, 229 S. Main Street, King, NC 27021.

The proposed lease is with The King Chamber of Commerce, Inc., a North Carolina non-profit corporation, for use of the premises as nonprofit or business office space. The lease term begins September 1, 2026, and expires August 31, 2029. Annual rent shall be \$18,000.00 for the period September 1, 2026, through August 31, 2027; \$18,360.00 for the period September 1, 2027, through August 31, 2028; and \$18,912.00 for the period September 1, 2028, through August 31, 2029, payable in monthly installments as provided in the lease.

This is the 6th day of August 2026.

Nicole Branshaw, City Clerk
City of King



CITY OF KING CITY COUNCIL

MEETING DATE:

SEPTEMBER 8, 2026

PART A

Subject: **REQUEST FOR THE 10/70 PROVISION BY D & M PROPERTY VENTURES, LLC.**

Action Requested: Recommendation on granting the 10/70 provision to this tract on Meadowbrook Drive.

Attachments:

- Zoning application/permit
- Site plan

This abstract requires review by:

City Manager

City Attorney

Todd Cox, Int. Planning & Zoning Official
Emerson Wright, Planning & Zoning intern

PART B

Introduction and Background:

D & M Property Ventures, LLC (Mike Marshall) is proposing to build a light-industrial building with possible L-I lots below and would like to take advantage of our 10/70 provision. The tract contains 8.21 acres and is zoned CZ-L-I. The owner has approval for his building on lot 1 and desires to develop 3 more lots for similar type structures. We currently have 625-acres to give towards the 10/70 provision and this tract would be for 2.8-acres or 70% of the 8.21-acre tract.

Discussion and Analysis:

This would be a good site to use the 10/70 provision on and possibly generate additional light-industrial sites.

Budgetary Impact:

Possible new construction

Recommendation:

Staff has reviewed the owner's request and would recommend it for approval.

Planning Board Recommends: by a vote of 5 – 0 to recommend approval of granting the 10/70 provision to the applicant.

Watershed Requirements –

Built-upon area means built-upon area means impervious surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. "Built-upon area" does not include a slatted deck; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour); or landscaping material, including, but not limited to, gravel, mulch, sand, and vegetation, placed on areas that receive pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle (except as exempted by state law).

Sec. 32-288. - Watershed areas; density and built-upon limits.

(a) *Project density.* The following maximum allowable project densities and minimum lot sizes shall apply to a project according to the classification of the water supply watershed where it is located, its relative location in the watershed, its project density, and the type of development:

b. Non-residential and all other residential — 24 percent built-upon area; or 36 percent built-upon area without curb and gutter street system.

(2) *High density development (10/70 provision, requires approval by the city).*

WS-IV Critical Area:

- a. All types — 24 percent to 50 percent built-upon area.

WS-IV Protected Area:

- a. All types — 24 percent to 70 percent built-upon.

CITY OF KING ZONING ACTION REQUEST/PERMIT

REQUEST NO. **WS-017**

I. APPLICANT D & M Property Ventures, LLC DATE OF REQUEST: 7-6-26
ADDRESS: 661 Moser Road COUNTY: Stokes TOWNSHIP: Yadkin
King, NC 27021 DEED BOOK: 751 PAGE: 868
TELEPHONE: 336.817.6262 TAX MAP: 5991-19 PARCELS: 6772
ZONING DISTRICT: CZ-L-I SUBDIVISION LOT NO.:
OWNERS (SUBJECT & ABUTTING PROPERTIES): See Map

II. APPLICATION IS HEREBY MADE FOR THE HEREIN DESCRIBED ZONING ACTION ON
PROPERTY LOCATED: 900 Blk of Big Oaks Drive on the south east side.
THE REQUESTED ACTION IS: Watershed 10/70 coverage approval. Allow 2.8 acres be given to this project per the 10/70.
IS THE PROPERTY LOCATED IN THE WATERSHED PROTECTION AREA? YES: X No:
IF YES SEE ATTACHMENT A

IS THE PROPERTY LOCATED IN A FLOOD PLAIN? YES NO X IF YES SEE ATTACHMENT B

III. INDICATE TYPE REQUEST:

 REZONING PERMIT
 VARIANCE PERMIT
 CONDITIONAL USE PERMIT
 SPECIAL EXCEPTIONAL PERMIT
 TEMPORARY PERMIT(SITE INSP.)

 TEMPORARY PERMIT (NO SITE INSP.)
 MINOR SUBDIVISION PLAT REVIEW
 MAJOR SUBDIVISION PLAT REVIEW
 PLAT FILING FEE
X WATERSHED REVIEW

[Signature]
APPLICANT/AGENTS SIGNATURE

[Signature]
ZONING ENFORCEMENT OFFICER

(SEE FEE SCHEDULE) TOTAL FEE DUE: \$500.00

IV. PLANNING BOARD WILL REVIEW (IF REQUIRED): August 24, 2026 at 6:00 pm at City Hall
BOARD OF ADJUSTMENT WILL REVIEW (IF REQUIRED):
COUNCIL WILL REVIEW & HOLD PUBLIC HEARING (IF REQUIRED): September 8, 2026 at 6:00 pm at City Hall
PROPERTY POSTED BY: N/A
NOTIFICATIONS MAILED BY: N/A
NEWSPAPER ADVERTISEMENT: N/A & N/A

V. ACTION BY PLANNING BOARD/BOARD OF ADJUSTMENT

APPROVAL DISAPPROVAL APPROVAL WITH MODIFICATIONS:

DATE

CHAIRMAN

VI ACTION BY CITY COUNCIL

APPROVAL DISAPPROVAL APPROVAL WITH MODIFICATIONS:

COMMENTS:

DATE

MAYOR





CITY OF KING CITY COUNCIL

MEETING DATE:

SEPTEMBER 8, 2026

PART A

Subject:	REQUEST FOR THE 10/70 PROVISION BY LMC AUTOMOTIVE & RECYCLING.
Action Requested:	Recommendation on granting the 10/70 provision to this tract on Industrial Drive.
Attachments:	• Zoning application/permit • Site plan

Todd Cox, Int. Planning & Zoning Official Emerson Wright, Planning & Zoning intern	This abstract requires review by:	
	City Manager	City Attorney

PART B

Introduction and Background:

We have a request from LMC Automotive (Justin & Marty Myers) to use our 10/70 provision which would allow them to use up to 53.42% of their site. The site is in our WS-IV watershed and would only allow for 36% use of the 26-acre tract but the ordinance will allow up to 70% with council approval. They are asking for 4.63-acres of our existing 620-acres we have setback for this type of use.

Discussion and Analysis:

This would be a good site to use the 10/70 provision, if approved for rezoning.

Budgetary Impact:

Additional county and city tax base.

Recommendation:

Staff has reviewed the owner's request and would recommend it for approval.

Planning Board Recommends: by a vote of 5 – 0 to recommend approval of granting the 10/70 provision to the applicant.

Watershed Requirements –

Built-upon area means built-upon area means impervious surface and partially impervious surface to the extent that the partially impervious surface does not allow water to infiltrate through the surface and into the subsoil. "Built-upon area" does not include a slatted deck; the water area of a swimming pool; a surface of number 57 stone, as designated by the American Society for Testing and Materials, laid at least four inches thick over a geotextile fabric; a trail as defined in G.S. 113A-85 that is either unpaved or paved as long as the pavement is porous with a hydraulic conductivity greater than 0.001 centimeters per second (1.41 inches per hour); or landscaping material, including, but not limited to, gravel, mulch, sand, and vegetation, placed on areas that receive pedestrian or bicycle traffic or on portions of driveways and parking areas that will not be compacted by the weight of a vehicle, such as the area between sections of pavement that support the weight of a vehicle (except as exempted by state law).

Sec. 32-288. - Watershed areas; density and built-upon limits.

(a) *Project density.* The following maximum allowable project densities and minimum lot sizes shall apply to a project according to the classification of the water supply watershed where it is located, its relative location in the watershed, its project density, and the type of development:

b. Non-residential and all other residential — 24 percent built-upon area; or 36 percent built-upon area without curb and gutter street system.

(2) *High density development (10/70 provision, requires approval by the city).*

WS-IV Critical Area:

a. All types — 24 percent to 50 percent built-upon area.

WS-IV Protected Area:

a. All types — 24 percent to 70 percent built-upon.

CITY OF KING ZONING ACTION REQUEST/PERMITREQUEST NO. **WS-018**

I. APPLICANT LMC Automotive – (Justin & Marty Myers) **DATE OF REQUEST:** 8-3-26
ADDRESS: 7481 Shallowford Road/2828 Tom's Ridge Lane **COUNTY:** Stokes **TOWNSHIP:** Yadkin
Lewisville/East Bend, NC 27023/27018 **DEED BOOK:** 751 **PAGE:** 868
TELEPHONE: 336.407.4343 **TAX MAP:** 5991-48/58 **PARCELS:** 3759/2334
ZONING DISTRICT: L-I **SUBDIVISION LOT NO.:** N/A
OWNERS (SUBJECT & ABUTTING PROPERTIES): See Map

II. APPLICATION IS HEREBY MADE FOR THE HEREIN DESCRIBED ZONING ACTION ON
PROPERTY LOCATED: 100 Blk of Industrial Drive on the south west side.
THE REQUESTED ACTION IS: Watershed 10/70 coverage approval. Allow 4.63-acres be given to this project.
IS THE PROPERTY LOCATED IN THE WATERSHED PROTECTION AREA? YES: X No: _____
IF YES SEE ATTACHMENT A

IS THE PROPERTY LOCATED IN A FLOOD PLAIN? YES _____ NO X IF YES SEE ATTACHMENT B

III. INDICATE TYPE REQUEST:

____ REZONING PERMIT
____ VARIANCE PERMIT
____ CONDITIONAL USE PERMIT
____ SPECIAL EXCEPTIONAL PERMIT
____ TEMPORARY PERMIT (SITE INSP.)

____ TEMPORARY PERMIT (NO SITE INSP.)
____ MINOR SUBDIVISION PLAT REVIEW
____ MAJOR SUBDIVISION PLAT REVIEW
____ PLAT FILING FEE
X WATERSHED REVIEW

[Signature]
APPLICANT/AGENT'S SIGNATURE

[Signature]
ZONING ENFORCEMENT OFFICER

(SEE FEE SCHEDULE) **TOTAL FEE DUE:** \$500.00

IV. PLANNING BOARD WILL REVIEW (IF REQUIRED): August 24, 2026 at 6:00 pm at City Hall
BOARD OF ADJUSTMENT WILL REVIEW (IF REQUIRED): _____
COUNCIL WILL REVIEW & HOLD PUBLIC HEARING (IF REQUIRED): September 8, 2026 at 6:00 pm at City Hall
PROPERTY POSTED BY: N/A
NOTIFICATIONS MAILED BY: N/A
NEWSPAPER ADVERTISEMENT: N/A & N/A

V. ACTION BY PLANNING BOARD/BOARD OF ADJUSTMENT

APPROVAL _____ DISAPPROVAL _____ APPROVAL WITH MODIFICATIONS: _____

DATE

CHAIRMAN

VI. ACTION BY CITY COUNCIL

APPROVAL _____ DISAPPROVAL _____ APPROVAL WITH MODIFICATIONS: _____

COMMENTS: _____

DATE

MAYOR





CITY OF KING CITY COUNCIL

MEETING DATE:
September 8, 2026

PART A

Subject:	Discussion & Consideration - Ordinance to Amend Chapter 20
Action Requested:	Discussion and Consideration
Attachments:	a. Draft Ordinance Amending Chapter 20

	This abstract requires review by:	
	City Manager	City Attorney
City Attorney	☒ 07/28/2026	☒ 07/28/2026

PART B

Introduction and Background:

Discussion and Analysis:

Budgetary Impact:

Recommendation:

Discuss, consider, revise, and enact at the September meeting.



ORDINANCE NO. 2026-14

AMENDING CHAPTER 20

**AN ORDINANCE AMENDING CHAPTER 20, PARKS AND RECREATION, OF THE
CODE OF ORDINANCES OF THE CITY OF KING, NORTH CAROLINA, TO
REGULATE THE DURATION OF VEHICLE PARKING AND VEHICLE
OCCUPANCY WITHIN PARK PARKING FACILITIES AND TO PROHIBIT
SLEEPING IN A VEHICLE WITHIN A CITY PARK, AND TO PROHIBIT SLEEPING
IN PUBLIC PARKS**

WHEREAS, the City of King has a substantial governmental interest in protecting the health, safety, and welfare of the public through the regulation and management of its parks and recreational facilities, as reflected in Chapter 20 of the Code of Ordinances (“Chapter 20”); and

WHEREAS, Chapter 20 currently prohibits camping or staying overnight in any city park without written permission (Sec. 20-10(5)) and establishes park hours of opening and closing (Sec. 20-2), but does not otherwise address the length of time a motor vehicle, whether occupied or unoccupied, may remain parked in a park parking facility during hours when the park is open to the public; and

WHEREAS, the City Council finds that parking facilities at city parks are a limited public resource intended primarily to serve persons visiting the park for recreational, athletic, cultural, or educational purposes, and that the prolonged, non-recreational occupancy of parking spaces by parked vehicles — whether occupied or unoccupied — reduces the availability of parking for the visiting public and interferes with the intended use and enjoyment of park facilities; and

WHEREAS, the City Council finds that sleeping in city parks, whether or within a parked vehicle, disrupts the public’s use of the parks for recreational, athletic, cultural, educational, and other intended purposes, and that sleeping in parks is not the purpose of city parks; and

WHEREAS, the City Council desires to establish reasonable, objective, and duration-based standards governing the parking and occupancy of vehicles in park parking facilities, so that this ordinance regulates conduct rather than status, provides clear notice of prohibited conduct to persons of ordinary intelligence, and avoids enforcement based on an officer's subjective assessment of a person's circumstances; and

WHEREAS, the City Council does not intend, by this ordinance, to prohibit or discourage the ordinary and legitimate use of park parking facilities by members of the public, including persons who park briefly to eat a meal, rest, or otherwise use their vehicle incidental to visiting the park, and this ordinance accordingly includes exceptions for active park use, authorized events, emergencies, and other legitimate purposes; and

WHEREAS, pursuant to G.S. 160A-174(a), the City may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens; and

WHEREAS, the City Council further finds that a person's continued presence within a park or park parking facility after having been lawfully directed to leave by a law enforcement officer or authorized city personnel for a violation of this ordinance is properly subject to prosecution for trespass under North Carolina law, including second degree trespass under G.S. 14-159.13, in the same manner as other unauthorized remaining on public property after notice to leave; and

WHEREAS, the City 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.

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

Section 1. Section 20-10 of the Code of Ordinances of the City of King is amended by adding new subsections (25) and (26), to read as follows (new language shown as underlined text):

Sec. 20-10. Prohibited acts relating to the use of public parks and recreation facilities.

...

(25) Vehicle parking duration; occupied vehicles in parking facilities.

a. Definitions. For purposes of this subsection, the following definitions shall apply:

“Parking facility” means any parking lot, parking area, driveway, or other paved or unpaved surface designated for the parking of motor vehicles at a city park.

“Continuous period” means an uninterrupted span of time during which a motor vehicle remains parked in the same parking space or parking facility, regardless of whether the vehicle’s occupants exit and re-enter the vehicle during that period.

“Occupied vehicle” means a motor vehicle in which one or more persons are present.

“Active park use” means participation in recreational, athletic, cultural, or educational activities conducted at the park, including walking, jogging, playing sports, attending organized programs or events, using playground equipment, picnicking in designated areas, or utilizing other park amenities.

b. Maximum parking duration. No person shall park or cause to be parked any motor vehicle in a parking facility for a continuous period exceeding two (2) hours during park hours, except as provided in paragraph e. below.

c. Occupied vehicle time limitation. No person shall remain in an occupied vehicle parked in a parking facility for a continuous period exceeding thirty (15) minutes during park hours, except as provided in paragraph e. below.

d. Renewed parking prohibited. The time limits set forth in this subsection shall not be considered to reset or restart by moving a vehicle from one parking space to another within the same parking facility. A vehicle that has been parked for the maximum duration permitted under

paragraph b. or c. must be removed from the parking facility entirely and may not return to that parking facility until at least two (2) hours have elapsed.

e. Exceptions. The limitations in paragraphs b. and c. above shall not apply to:

1. Persons engaged in active park use, provided such persons exit the vehicle and engage in active park use within five (5) minutes of parking, and provided that persons returning to their vehicle for brief periods incidental to ongoing active park use shall not be deemed in violation of paragraph c.;

2. Persons attending or participating in an event, program, class, or activity authorized under section 20-6 or reserved under section 20-7, provided the vehicle occupant(s) exit the vehicle to attend such event, program, class, or activity within five (5) minutes of parking;

3. Persons experiencing a medical emergency, vehicle mechanical failure, or other exigent circumstance that reasonably necessitates remaining in a parked vehicle, provided the person contacts law enforcement or park personnel to report the emergency within a reasonable time;

4. City employees, contractors, vendors, or other persons authorized by the city to perform work, maintenance, or official duties at the park, while acting within the scope of such authorization;

5. Law enforcement officers, firefighters, emergency medical personnel, and other emergency responders acting in an official capacity; and

6. Areas within a parking facility specifically designated by posted signage as permitting parking or vehicle occupancy for periods longer than those specified above, subject to any time limit posted for such areas.

7. Persons granted written permission to park for longer periods of time in conjunction with facility reservation or event permit.

f. Relationship to other sections. This subsection is in addition to, and shall not be construed to limit, modify, or replace, the prohibition on camping or staying overnight in a park under subsection (5) of this section, the park hours established under section 20-2, or any other provision of this chapter.

g. Enforcement; trespass. A violation of paragraph b. or c. of this subsection is subject to citation and penalty as provided in section 20-14. In addition, a law enforcement officer, or city personnel authorized under section 20-15, may direct a person violating this subsection to leave the parking facility. A person who fails or refuses to leave after being so directed, or who returns to the parking facility within two (2) hours after being directed to leave, is subject to prosecution for trespass, including under G.S. 14-159.13, in addition to any penalty under section 20-14.

(26) Sleeping in a public park.

No person shall sleep in a motor vehicle parked within a park during park hours, except a person experiencing a bona fide medical emergency who has notified law enforcement or park

personnel within a reasonable time. A violation of this subsection is a separate and additional violation of, and shall not be construed to limit, the prohibition on camping or staying overnight in a park under subsection (5) of this section. A law enforcement officer, or authorized city personnel, may direct a person violating this subsection to leave the park. A person who fails or refuses to leave after being so directed, or who returns to the park within two (2) hours after being directed to leave, is subject to prosecution for trespass, including under G.S. 14-159.13, in addition to any penalty under section 20-14.

(27) Sleeping in a public parks prohibited.

No person shall sleep in a public park unless (a) in accordance with a duly-issued a special event permit and with payment of a reasonable usage fee in compliance with [section 20-6](#), or (b) such person is acting in that person's official capacity within the scope of their official duties as a law enforcement officer, firefighter, emergency medical personnel, or other city employee. A law enforcement officer, or authorized city personnel, may direct a person violating this subsection to leave the park. A person who fails or refuses to leave after being so directed, or who returns to the park within two (2) hours after being directed to leave, is subject to prosecution for trespass, including under G.S. 14-159.13, in addition to any penalty under section 20-14.

Section 2. Except as amended herein, all other provisions of Chapter 20 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 _____, 2026.

ADOPTED this ____ day of _____, 2026.

CITY COUNCIL OF THE CITY OF KING, NORTH CAROLINA

Richard E. McMraw, Mayor

ATTEST:

Nicole Branshaw, City Clerk



**CITY OF KING
KING CITY COUNCIL
DEPARTMENTAL REPORTS**

**MEETING DATE:
SEPTEMBER 8, 2026**

**Collections Report
Finance & Budget
Fire Department
Planning Department
Police Department
Senior Center
Tap Fee Report
Taxes
Water**

Debt Set Off Report - Funds Collected												
	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27
AMOUNT COLLECTED BY US	\$192.04											
AMOUNTED COLLECTED BY DEBT SETOFF	\$0.00											
TOTALS	\$192.04											
TOTAL YEAR TO DATE JULY 2026- JUNE 2027	\$192.04											

Budget vs Actual (Summary)

City of King
8/24/2026 10:32:55 AM

Page 1 Of 2

Period Ending 7/31/2026

11 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
	12,609,484	0.00	88,826.24	88,826.24	88,826.24	(12,520,657.76)	1%	
Revenues Totals:	12,609,484	0.00	88,826.24	88,826.24	88,826.24	(12,520,657.76)	1%	
Expenses								
Governing Body	147,454	2,999.00	10,433.38	10,433.38	10,433.38	134,021.62	9%	
Administration	200,903	0.00	25,558.49	25,558.49	25,558.49	175,344.51	13%	
Finance	250,154	0.00	16,126.72	16,126.72	16,126.72	234,027.28	6%	
Public Buildings	80,629	2,309.20	893.42	893.42	893.42	77,426.38	4%	
Planning	600,794	2,603.57	70,046.72	70,046.72	70,046.72	528,143.71	12%	
Police	3,678,225	48,239.84	507,212.33	507,212.33	507,212.33	3,122,772.83	15%	
Fire	4,330,909	33,994.18	521,322.64	521,322.64	521,322.64	3,775,592.18	13%	
Community Development	23,120	0.00	1,035.88	1,035.88	1,035.88	22,084.12	4%	
Streets	430,246	145,120.87	19,578.77	19,578.77	19,578.77	265,546.36	38%	
Public Works	638,522	62,292.58	75,994.20	75,994.20	75,994.20	500,235.22	22%	
Solid Waste	572,164	0.00	35,384.10	35,384.10	35,384.10	536,779.90	6%	
Recreation Acres	483,920	24,219.50	54,589.50	54,589.50	54,589.50	405,111.00	16%	
Central Park	115,060	7,327.02	2,899.48	2,899.48	2,899.48	104,833.50	9%	
Senior Center	165,016	0.00	18,261.22	18,261.22	18,261.22	146,754.78	11%	
Debt Service	619,446	0.00	2,182.11	2,182.11	2,182.11	617,263.89	0%	
Non-Departmental	272,922	0.00	190,833.24	190,833.24	190,833.24	82,088.76	70%	
Expenses Totals:	12,609,484	329,105.76	1,552,352.20	1,552,352.20	1,552,352.20	10,728,026.04	15%	
11 GENERAL FUND Revenues Over/(Under) Expenses:			(1,463,525.96)	(1,463,525.96)	(1,463,525.96)			

Budget vs Actual (Summary)

City of King
8/24/2026 10:32:55 AM

Page 2 Of 2

Period Ending 7/31/2026

61 ENTERPRISE FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
	8,376,290	0.00	1,000,586.21	1,000,586.21	1,000,586.21	(7,375,703.79)	12%	
Revenues Totals:	8,376,290	0.00	1,000,586.21	1,000,586.21	1,000,586.21	(7,375,703.79)	12%	
Expenses								
Governing Body	92,475	2,999.00	10,433.38	10,433.38	10,433.38	79,042.62	15%	
Administration	303,628	0.00	38,532.07	38,532.07	38,532.07	265,095.93	13%	
Finance	487,285	0.00	51,614.53	51,614.53	51,614.53	435,670.47	11%	
Engineering	205,808	0.00	24,628.92	24,628.92	24,628.92	181,179.08	12%	
Water Plant	1,733,941	618,025.53	145,849.25	145,849.25	145,849.25	970,066.22	44%	
Water Distribution	1,624,492	177,871.97	127,648.62	127,648.62	127,648.62	1,318,971.41	19%	
Wastewater Collections	1,441,358	0.00	71,644.68	71,644.68	71,644.68	1,369,713.32	5%	
Wastewater Maintenance	1,022,909	149,456.06	56,993.02	56,993.02	56,993.02	816,459.92	20%	
Debt Service	1,225,316	0.00	654.37	654.37	654.37	1,224,661.63	0%	
Non-Departmental	239,078	0.00	115,407.49	115,407.49	115,407.49	123,670.51	48%	
Expenses Totals:	8,376,290	948,352.56	643,406.33	643,406.33	643,406.33	6,784,531.11	19%	
61 ENTERPRISE FUND	Revenues Over/(Under) Expenses:		357,179.88	357,179.88	357,179.88			

City of King Fire Department

Month in Review

July 2026

Administration:

- Staff assisted with the annual 4th of July fireworks display.
- Department participated in the 4th of July parade.
- Chief Roberson attended the July City Council meeting.
- Monthly staff meeting was held on July 7th.
- Captains meeting was held on July 8th.
- Chief Roberson attended the American Legion birthday dinner on July 13th.
- Battalion Chief Rohde attended Stokes County EMS QM meeting on July 13th.
- Chief Roberson attended a NC Fire and Rescue Commission meeting on July 14th.
- Chief Roberson attended the Forsyth County Chiefs Council meeting on July 14th.
- Chief Roberson attended a Forsyth County Fire Commission meeting on July 21st.
- Chief Roberson attended Piedmont NC Firefighters' Association meeting on July 22nd.

Fire Marshal Office Activities:

- **Fire Inspections**
 - Dance Perfections
 - King Law
 - City of King Maintenance Shop
 - 110 West King St. (Chamber of Commerce and Building inspections)
 - City Hall
 - City of King Recreation Acres shop
 - City of King Recreation Acres complex (Field #7 score box, Field #6 score box, soccer concession, baseball concession)
 - City of King Central Park facility
 - City Electric Supply
 - DNE Supply Co.
 - City of King Public Works facility.
 - Turning Point Church
 - AC Rescue
 - Carolina Occupational
 - Studio 131
 - The Law Office of Dustin T. Nichols, PLLC
 - Woodmaster Woodworking
 - Lilly's Beauty Bar
 - King Christain Center
 - Woodcreek Pump Station
 - Allegacy Pump Station
 - Farm Pump Station
 - Danbury Creek Pump Station
 - First National Bank
 - East Coast Wings and Grill
 - Pyramide Auto Sales

- City of King Water Tank facility
- Recreational Acres
- Harry' Electric
- The Real Estate Agency
- U.S. Hibachi
- City of King Police Department
- First Horizon Bank
- Farm Bureau Insurance
- Long Jewelers
- Muddy Creek Pump Station
- Reaper Custom Fabrication, LLC
- The Black Rabbit
- Cup of Joe
- Duggins Welding
- City of King Water Treatment Plant
- Vacant 117 West King St.
- **Re-Inspection:**
 - Comfort Control Systems
 - Jim's Automotive
 - PQA Healthcare (Spainhour Rd)
 - Stokes County ABC Store
 - Panda West
 - Lake Manor Apartments
 - Brown Road Apartments
 - Jonathan Cox Builders
 - King first Baptist Child Development Center
- **Certificate of Occupancy**
 - King's Crossing Amenity Center
 - Keller Williams
 - Fine Cigars and Vapes (failed 7/9/2026)
 - Fine Cigars and Vapes (failed 7/22/2026)
- **Site Inspection**
 - King Milling Company
 - Food Lion (Retail Circle)
 - Tuttle's Body Shop
 - First Choice Car Wash
- **Consultation Inspection:**
 - 124 South Main St.
- **Permits**
 - Zambelli Fireworks
 - King Milling Company
 - Five Forks – Kitchen Hood system
 - 204 Ingram Dr. Cyntergy

Public Education:

- **7/8/2026** – Smoke alarm installation
- **7/21/2026** – Child passenger safety seat event
- **7/28/2026** – Smoke alarm installation
- **7/29/2026** – Child passenger safety seat event
- **7/30/2026** – Educational fire station tour.

Training:

- FF Cody Bennett completed the NC Fire Officer 3 course
- Firefighters Caleb Hardman and Brandin Queen completed the NC Fire Officer 1 course.
- Staff participated in water rescue drills with Rural Hall, Pinnacle, Sauratown, and Old Richmond Fire Departments.
- Staff conducted annual swim test.
- Battalion Chief Rohde instructed forcible entry to the FTCC Fire Academy on July 14th and 15th.

Incident Summary:

Fire	8
Rescue	5
EMS	120
Hazardous Condition	10
Service Call	44
Good Intent Call	17
False Alarms	16
Special Incident	0
Total Alarms	220

Location of Incidents:**Fire & Squad Totals:**

City of King	104
City of King/Forsyth Co.	1
Stokes County	72
Forsyth County	18
Stokes Co. Auto/Mutual Aid	9
Forsyth Co. Auto/Mutual Aid	18
Responding in Place of	0
Out of County	0
Total Alarms	220

II. Building Permits Issued						
A. COMMERCIAL						
ASSEMBLY		BUSINESS		EDUCATIONAL		
FACTORY/INDUSTRIAL		HAZARDOUS		INSTITUTIONAL		
MERCANTILE		RESIDENTIAL		STORAGE/UTILITIES	3	
UPFIT/ADDITION	2	SIGN	3	DEMOLITION	2	
B. RESIDENTIAL						
HOUSES	8	MOBILE HOMES		GARAGES/CARPORTS		
UTILITY BUILDINGS		DECKS		ADDITIONS	2	
UPFIT	5	DEMOLITION	2	STORAGE/UTILITIES	2	
C. PERMIT LOCATIONS						
PERMITS ISSUED FOR	MOBILE HOMES		NEW HOUSES		COMMERCIAL	
CITY LIMITS	0		8		0	
ETJ	0		0		0	
D. PERMIT TOTALS						
BUILDING	24	MECHANICAL	27	PLUMBING	16	116
ELECTRICAL	44	SIGN/POOL/DEMO	5	TOTAL PERMITS ISSUED		
E. MONTHLY FISCAL YEAR TOTALS						
MONTH/YEAR	PERMITS		New Homes	RECEIPTS		CONSTRUCTION VALUE
Jul-26	116		8	\$17,472.16		\$2,571,788.00
Aug-26						
Sep-26						
Oct-26						
Nov-26						
Dec-26						
Jan-27						
Feb-27						
Mar-27						
Apr-27						
May-27						
Jun-27						
YEARLY TOTALS			8	\$17,472.16		\$2,571,788.00
III. INSPECTIONS						
F. INSPECTIONS - COMMERCIAL						
BUILDING	22	MECHANICAL	2	PLUMBING	5	
ELECTRICAL	11	SIGN	6	OTHER	0	46
F. INSPECTIONS - RESIDENTIAL						
BUILDING	128	MECHANICAL	81	PLUMBING	61	TOTAL
ELECTRICAL	92	SIGN/POOL	2	OTHER	0	364
FISCAL YEAR TOTALS	410			MONTHLY TOTAL		410

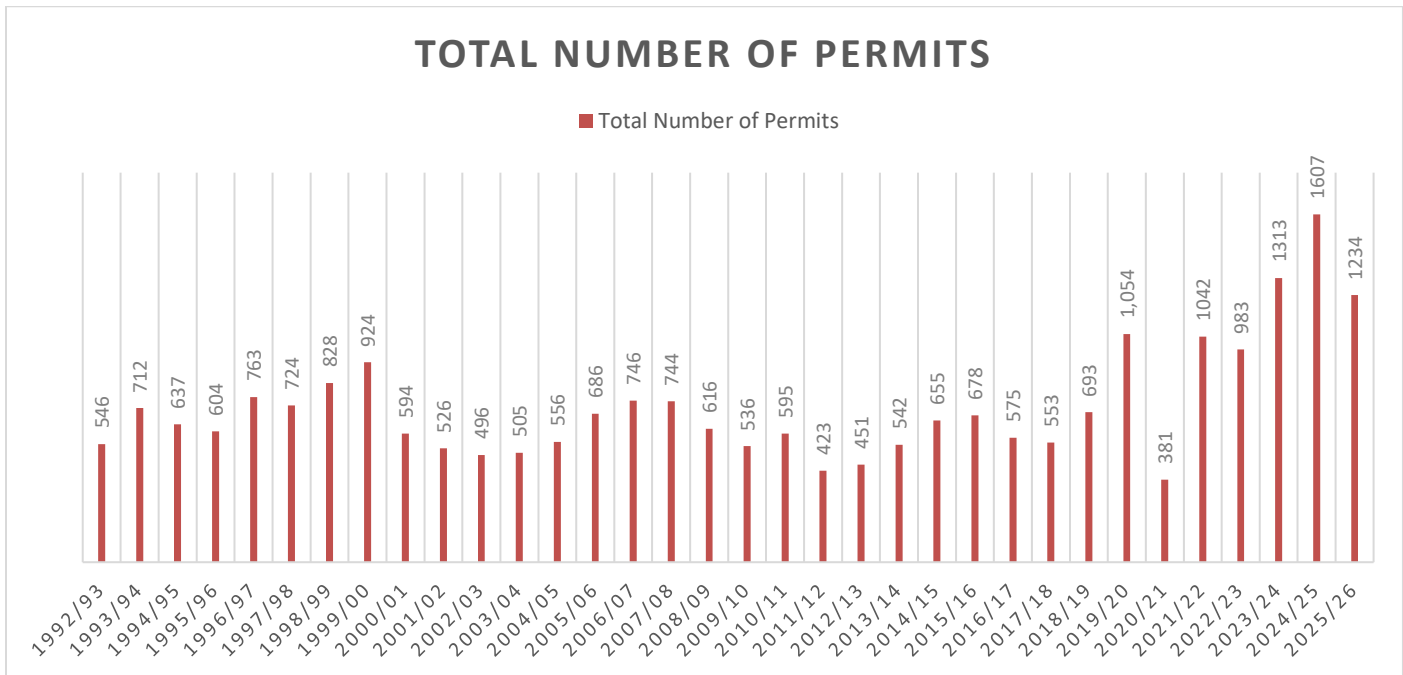
INFORMATION PROVIDED BY PLANNING & INSPECTIONS DEPARTMENT

I have calculated the month of **July 2026**, Zoning Actions, Building Permits and Inspection totals. Also included are the previous month and year-to-date figures. They are as follows:

I. Zoning				Zoning Fees Collected	
ZONING ACTION/PERMIT TOTALS				FY 2025/26	
	GENERAL USE REZONINGS		July Aug Sept Oct Nov Dec Jan Feb March April May June		\$1,283.45
	CONDITIONAL ZONING REZONINGS				
	TEMPORARY PERMITS				
	WATERSHED REVIEWS				
	VARIANCES/ANNEXATION FEES				
	SPECIAL USE PERMITS				
1	MINOR SUBDIVISION PLAT REVIEWS	\$300.00			
	MAJOR SUBDIVISION PLAT REVIEWS				
	RESIDENTIAL SITE PLAN REVIEWS				
	COMMERCIAL SITE PLAN REVIEWS				
1	PLANNING BOARD REVIEW/VOL ANNEX	\$983.45			
	PROPOSED TEXT AMENDMENTS				
	ABC LICENSES APPLICATION		Totals		\$1,283.45
	ZONING LETTERS/CITATION/COPIES				
	TOTAL PERMITS	RECEIPT TOTALS	\$1,283.45		
VIOLATIONS ISSUED					
Monthly	July	A few ilegal signs were collected around town.			
WC-07-26	Greenstone Gen. Cont	7850 S. Main Street - overgrown lot - pending			
WC-13-26	I Dunlap	101 Silver Maple Drive - overgrown yard			
WC-14-26	D. Thomas	401 Hill Street - overgrown yard			
PENDING VIOLATIONS AND/OR CORRECTED VIOLATIONS					
WC-07-26	Greenstone Gen. Cont	Pending - 7850 S. Main Street - overgrown lot			
WC-13-26	I. Dunlap	Corrected - 101 Silver Maple Drive - overgrown yard			
WC-14-26	D. Thomas	Pending - 101 Silver - overgrown yard			
CC-04-26	Greenstone Gen. Cont	Will be getting our guys to mow.			
CC-05-26	D. Thomas	Pending - 401 Hill Street - overgrown yard			
NOV-01-26	M Whitlow	Pending - Junk vehicles-Tommy Tuttle Road			
NOV-02-26	J Weaver	Pending - No permit-Starview Drive			
NOV-03-26	H Wolverton	Pending - Junk vehicles-Trinity Drive			
NOV-04-26	B Creson	Pending - 124 Willow Bend Court - Unpermitted access. struct/setbacks			
ZONING INSPECTIONS MADE		24			

Year by Year Comparisons of the Inspections Department with 2025/26 Numbers

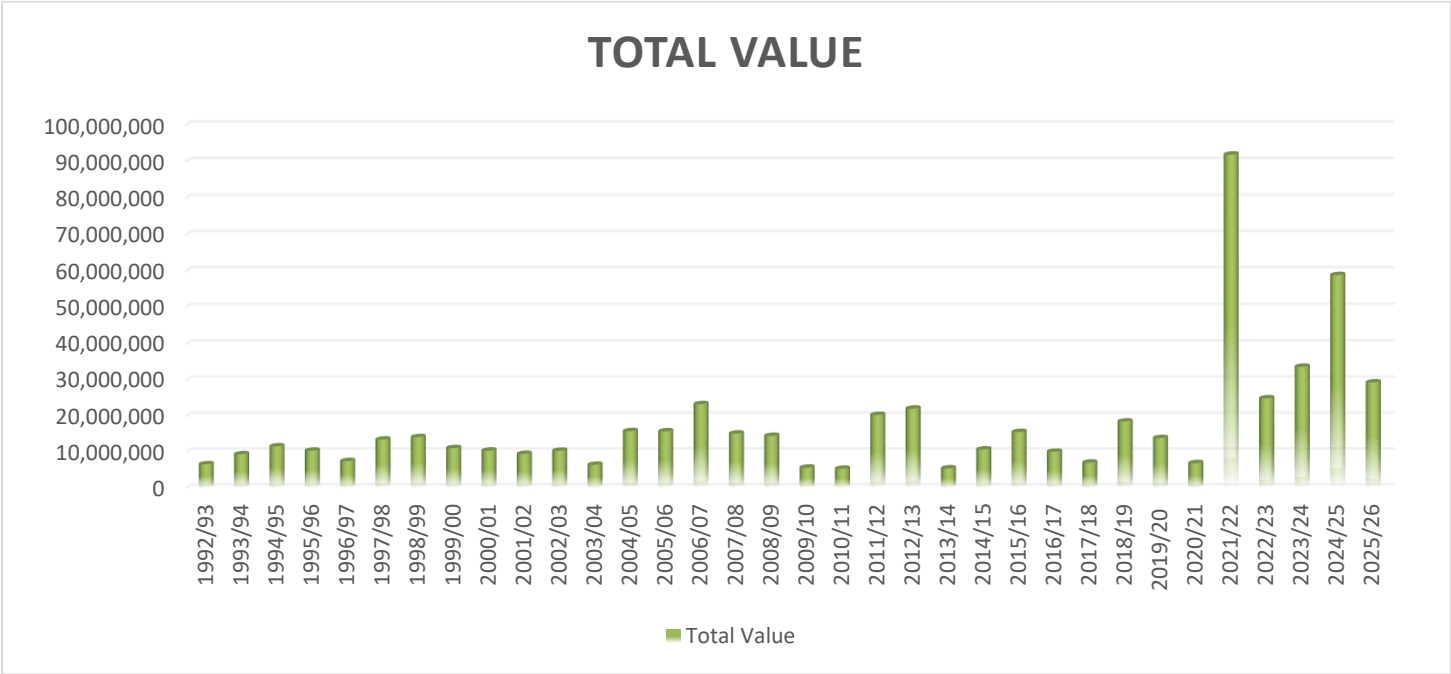
Total permits issued (to include Bldg., Plmg., Mech., & Elect.) –



Each permit issued represents approximately 1 hr. in time spent reviewing plans, issuing the permit, and logging/filing the permit.



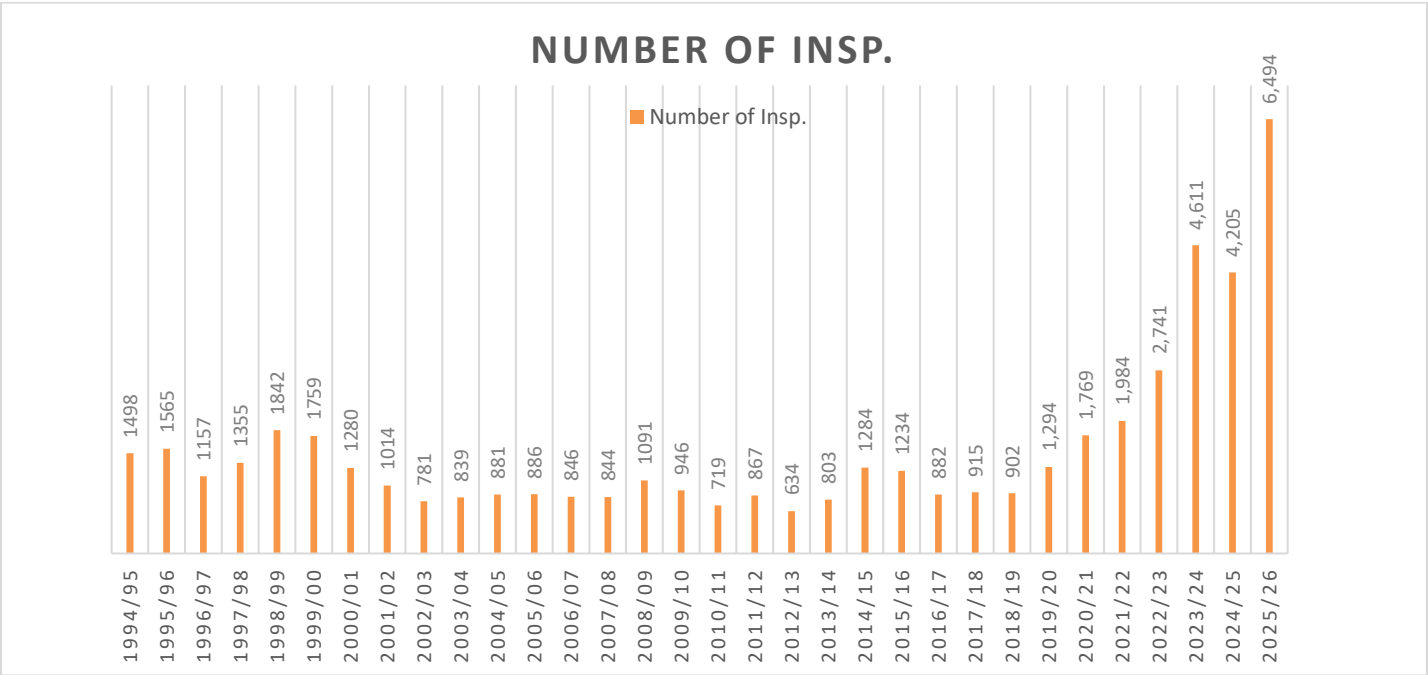
Total value of construction (this total includes new construction, alterations, upfits and additions in both commercial and residential) –



Total values represent the estimated cost of the particular project as figured by the builder. The county tax office then assesses a value to the property based on permit cost and surrounding property values. The county typically assesses a little higher than the permit value.



Total inspections performed (includes Bldg., Plmg., Mech., & Elect.)



Each inspection represents an average of 30 minutes of field work and approximately 10 – 15 minutes of office time. We typically use 45 minutes per inspection to assess the time involved in performing an inspection from start to finish. Our total number of inspections was up this year from the past two years.



Population est. as of July 2026

King = 8,114 ▲

Other Area towns –

Winston-Salem = 258,880 ▲

Walnut Cove = 1,611 ▲

Danbury = 205 ▲

Rural Hall = 3,650 ▲

Pilot Mountain = 1,437 ▲

Mount Airy = 10,685 ▲

Kernersville = 29,424 ▲

East Bend = 698 ▲

Clemmons = 23,113 ▲



Manpower Shortage Alerts – (07/01/2026 – 07/31/2026)

Only 2 Officers Available – 41 Alerts

Only 1 Officer Available – 41 Alerts

No Officers Available – 28 Alerts

Activity Log Event Summary (Cumulative Totals)

King Police Department
(07/01/2026 - 07/31/2026)

<No Event Type Specified>	5	911 Hang Up	32
Agency Assist	21	Alarm	18
Alcohol Violation	1	Animal Problem	2
Assault	3	Breaking and Entering	1
Death Investigation	1	Disabled Motorist	17
Disturbance	24	Domestic	10
Drug Violation	2	Escort	2
Follow Up	10	Foot Patrol (Business)	161
Found Property	3	Fraud	3
Harassing Phone Calls	1	Injury to Property	1
Juvenile Complaint	5	K-01 CENTRAL PARK -INCLUDES CABIN,	50
K-02 REC ACRES - INCLUDES	66	K-03 SENIOR CENTER	39
K-04 CITY HALL	8	K-05 KING LIBRARY	31
K-08 PUBLIC WORKS	23	K-10 KING ELEMENTARY SCHOOL	38
K-12 CALVARY CHRISTIAN SCHOOL - MAIN	24	K-13 RAINBOW DAYCARE - 109 VILLAGE	5
K-14 KING CHILD DEVELOPMENT CENTER -	9	K-15 FIRST BAPTIST CHILD DEVELOPMENT	6
K-16 HARVEST TEMPLE CHILD	1	K-20 FIVE FORKS SHOPPING CENTER	52
K-21 KING SHOPPING CENTER	53	K-22 COLONY SHOPPING CENTER	66
K-23 RETAIL CIRCLE	57	K-24 DOWNTOWN SHOPS	13
K-30 402 WEST KING STREET	10	K-31 PIONEER/STOKES MEDICAL OFFICES	3
K-32 NOVANT MEDICAL ON MOORE ROAD	11	K-40 STOKES YMCA	29
K-50 ROSA TARA OFF PLANTATION DRIVE	10	K-51 CAROLINA CHRISTIAN VILLAGE ON	4
K-52 PRIDDY MANOR	10	K-53 UNIVERSAL NURSING FACILITY -	6
K-55 WALMART	78	K-56 Walgreens	3
K-8 PUBLIC WORKS	4	KING CARE CALL - SHELBY	19
KING CARE CALL-SC-BETTY JO	19	Larceny	3
MANPOWER	151	Mental Subject	3
Missing Person	2	Officer Assist (KPD only)	99
Open Door	4	Other	23
Overdose	1	Parking Violation (Warning)	1
Police Service	50	Process Service	2
Public Service	46	Security Check (Business)	250
Security Check (Residence)	1,036	Special Event	1

Activity Log Event Summary (Cumulative Totals)

King Police Department
(07/01/2026 - 07/31/2026)

Suspicious Activity	33	Suspicious Person	6
Suspicious Vehicle	20	Traffic Crash (Non-reportable)	9
Traffic Crash (Reportable) - OCA required	10	Traffic Stop (eCitation)	63
Traffic Stop (Warning)	84	Training	1
Trespassing	4	Unknown Nature	1
Vehicle Maintenance	2	Welfare Check	6

Total Number Of Events: 2,981



King Senior Center



Monthly Report to Council



August 2026

King Senior Center
GET CENTERED

			Month-At-A-Glance
King Senior Center	Aug	YTD	
Unduplicated participants	369	620	39 exercise classes
New participants	22	155	27 dance classes
Avg Daily Attendance	74	70	16 cultural arts classes
Volunteers	7	21	50 games/activities
			16 educational classes
			5 mental health programs
			4 social activities
			1 health-focused programs
			1 special event
			31 classes with community partners
			1 support group
Senior Center Expanded Services			
Exercise Classes	32		
Dance Classes	11		
Educational	2		
July participants	77		

August Highlights

In August our Director met with the Stokes Aging and Planning Committee and the Family Caregiver Support Program team at PTRC. Projected cuts to HCCBG funding were discussed. Our Director also attended Leadership Symposium hosted by DHHS in Winston-Salem and presented at a King Chamber of Commerce’s Leadership workshop and offered suggestions on how businesses can become more age-friendly. Both center programs and regular participation are very strong.

Expanded Services

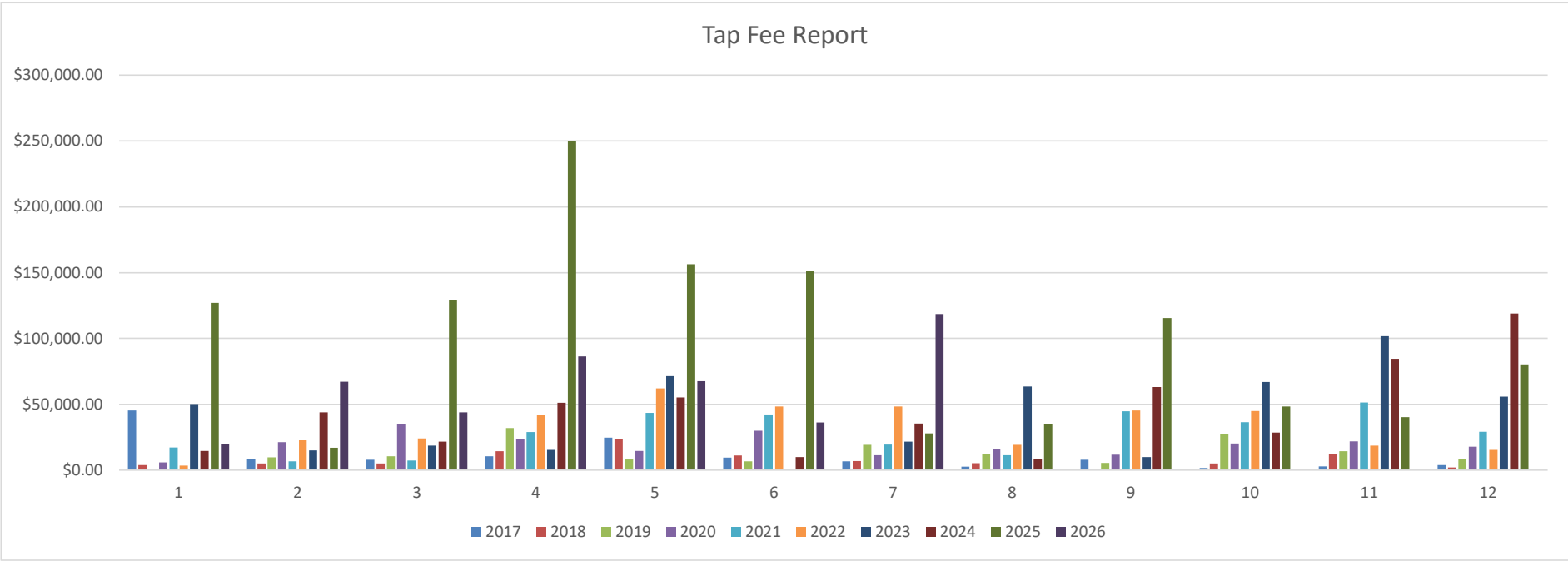
Center Directors in King and Walnut Cove have mapped out Expanded Services calendars through the end of the year. We have added some new line dance classes, educational programs, and attendance at all programs is growing.

Looking Ahead

September is National Senior Center Month! We are asking our participants to complete our annual survey to give us feedback about programs and services. We will welcome the beginning of a new, monthly Healthwise program with Novant Health, host a vaccination clinic with Stokes Pharmacy, and a Falls Risk Assessment event with the PT Dept of Winston-Salem State University. We invite everyone to stop by the Center on the 23rd for a sweet treat to help us celebrate 19 years of King Senior Center!

TAP FEE REPORT

YEAR	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2017	\$45,205.00	\$8,317.50	\$7,847.50	\$10,522.50	\$24,687.50	\$9,540.00	\$6,592.50	\$2,757.50	\$7,970.00	\$1,600.00	\$2,965.00	\$3,980.00
2018	\$3,965.00	\$5,050.00	\$5,050.00	\$14,475.00	\$23,575.00	\$11,040.00	\$6,737.50	\$5,315.00	\$0.00	\$5,055.00	\$12,032.50	\$1,990.00
2019	\$0.00	\$9,595.00	\$10,580.00	\$31,865.00	\$8,117.50	\$6,662.50	\$19,292.50	\$12,451.00	\$5,567.50	\$27,710.00	\$14,397.50	\$8,445.00
2020	\$5,995.00	\$21,217.50	\$34,980.00	\$23,820.00	\$14,710.00	\$29,965.00	\$11,385.00	\$15,655.04	\$11,857.50	\$20,140.00	\$21,907.50	\$17,793.00
2021	\$17,322.50	\$6,705.00	\$7,300.00	\$28,862.50	\$43,480.00	\$42,297.50	\$19,400.00	\$11,280.00	\$44,702.50	\$36,573.50	\$51,309.50	\$29,292.50
2022	\$3,375.00	\$22,605.00	\$24,105.00	\$41,790.00	\$62,095.00	\$48,230.00	\$48,230.00	\$19,250.00	\$45,270.00	\$44,927.50	\$18,650.00	\$15,365.00
2023	\$50,177.50	\$14,925.00	\$18,475.00	\$15,357.50	\$71,500.00	\$0.00	\$21,550.00	\$63,620.00	\$10,065.00	\$66,900.00	\$101,880.00	\$55,775.00
2024	\$14,575.00	\$44,027.50	\$21,665.00	\$51,067.50	\$55,255.00	\$9,950.00	\$35,470.00	\$8,470.00	\$63,200.00	\$28,617.50	\$84,626.00	\$118,980.00
2025	\$126,897.50	\$17,029.50	\$129,407.50	\$249,703.50	\$156,292.00	\$151,320.00	\$27,990.00	\$35,086.00	\$115,636.00	\$48,350.00	\$40,232.00	\$80,250.00
2026	\$19,950.00	\$67,220.00	\$43,770.00	\$86,322.00	\$67,700.00	\$36,120.00	\$118,520.00					
TOTALS	\$287,462.50	\$88,415.00	\$303,180.00	\$553,785.50	\$527,412.00	\$345,125.00	\$315,167.50	\$173,884.54	\$304,268.50	\$279,873.50	\$348,000.00	\$331,870.50



COUNTY OF STOKES

Richard Brim
TAX ADMINISTRATOR



Joanne M. Fallon
DEPUTY TAX COLLECTOR

Phone (336) 593-2811

Fax (336) 593-4019

TAX COLLECTIONS OFFICE

Post Office Box 57 • 1014 Main Street • Danbury, NC 27016

Memorandum

To: Susan O'Brien, City of King Finance Director

From: Joanne Fallon, Deputy Tax Collector

RE: July 2026 Collections

Date: August 5, 2026

Below is a breakdown of collections for the month of JULY 2026

	LEVY	INTEREST	TOTAL
CURRENT	\$ 84,193.59	\$ -	\$ 84,193.59
DELINQUENT	\$ 9,118.25	\$ 470.99	\$ 9,589.24
VEHICLE FEE			
SUBTOTAL			\$ 93,782.83
LESS 1.75 % RETAINER			\$ (1,641.20)
TOTAL PROPERTY TAX			\$ 92,141.63

If you have questions concerning the amount of the check you received,

Please contact our Finance Department at 336-593-2450.

Report Parameters:

Date Sent to Finance Start: **Min - July 1, 2026** Date Sent to Finance End: **Max - July 31, 2026** Abstract Type: **BUS,IND,PUB,REI**
Tax District: **KING CITY**

Levy Type: **Interest, LATE LIST PENALTY, TAX, VEHICLE FEE**

Tax Year: **2026, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017** Year For: **2026, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 1999** Collapse Districts: **N**

Default Sort-By: **Tax Year** Grouping: **Tax District,Levy Type**

Fiscal Year Activity from July 1, 20XX to July 31, 2026								Activity from July 1, 2026 to July 31, 2026			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)	Collection Fee Amt (\$)	% Coll.	% Uncoll.			Assessor Refunds (\$)	Additional Levy (\$)
TAX DISTRICT: KING CITY LEVY TYPE: Interest											
2025	0.00	0.00	0.00	0.00	0.00	552.16	0.00	0.00	0.00	0.00	0.00
		0.00	552.16	0.00	0.00	NA	NA			0.00	0.00
2024	0.00	0.00	0.00	0.00	0.00	467.41	0.00	0.00	0.00	0.00	0.00
		0.00	467.41	0.00	0.00	NA	NA			0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	482.16	0.00	0.00	0.00	0.00	0.00
		0.00	482.16	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	435.08	0.00	0.00	0.00	0.00	0.00
		0.00	435.08	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	485.81	0.00	0.00	0.00	0.00	0.00
		0.00	485.81	0.00	0.00	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	477.25	0.00	0.00	0.00	0.00	0.00
		0.00	477.25	0.00	0.00	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	242.30	0.00	0.00	0.00	0.00	0.00
		0.00	242.30	0.00	0.00	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	320.12	0.00	0.00	0.00	0.00	0.00
		0.00	320.12	0.00	0.00	NA	NA			0.00	0.00

2017	0.00	0.00	0.00	0.00	0.00	398.68	0.00	0.00	0.00	0.00	0.00
		0.00	398.68	0.00	0.00	NA	NA			0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	3,860.97	0.00	0.00	0.00	0.00	0.00
		0.00	3,860.97	0.00	0.00	NA	NA			0.00	0.00
TAX DISTRICT: KING CITY LEVY TYPE: LATE LIST PENALTY											
2026	51.21	0.00	0.00	0.00	51.21	0.00	51.21	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0 %	100 %			0.00	0.00
2025	22.60	0.00	0.14	40.28	62.74	38.40	24.34	0.00	0.00	0.00	0.00
		0.00	38.40	0.00	0.00	61.20 %	38.80 %			0.00	0.00
2024	18.91	3.55	0.14	16.71	31.93	29.72	2.21	0.00	0.00	0.00	0.00
		0.00	29.72	0.00	0.00	93.08 %	6.92 %			0.00	0.00
2023	141.61	5.99	0.21	6.51	141.92	140.80	1.12	0.00	0.00	0.00	0.00
		0.00	140.80	0.00	0.00	99.21 %	0.79 %			0.00	0.00
2022	90.23	4.72	0.20	0.00	85.31	82.54	2.77	0.00	0.00	0.00	0.00
		0.00	82.54	0.00	0.00	96.75 %	3.25 %			0.00	0.00
2021	40.34	10.53	1.83	85.41	113.39	111.33	2.06	0.00	0.00	0.00	0.00
		4.72	116.05	0.00	0.00	98.18 %	1.82 %			0.00	0.00
2020	83.55	4.42	0.15	0.00	78.98	77.72	1.26	0.00	0.00	0.00	0.00
		4.42	82.14	0.00	0.00	98.40 %	1.60 %			0.00	0.00
2019	31.81	4.51	2.16	1.10	28.21	26.88	1.33	0.00	0.00	0.00	0.00
		1.13	28.01	1.97	0.00	95.29 %	4.71 %			0.00	0.00
2018	26.15	8.14	0.09	5.48	23.40	22.00	1.40	0.00	0.00	0.00	0.00
		4.60	26.60	0.00	0.00	94.02 %	5.98 %			0.00	0.00
2017	115.26	54.63	0.00	63.14	123.77	122.22	1.55	0.00	0.00	0.00	0.00
		0.00	122.22	0.00	0.00	98.75 %	1.25 %			0.00	0.00
Sub.	621.67	96.49	4.92	218.63	740.86	651.61	89.25	0.00	0.00	0.00	0.00
		14.87	666.48	1.97	0.00	87.95 %	12.05 %			0.00	0.00
TAX DISTRICT: KING CITY LEVY TYPE: TAX											
2026	473,032.93	0.00	19.69	0.00	473,013.24	817.14	472,196.10	817.14	0.00	19.69	0.00
		0.00	817.14	0.00	0.00	0.17 %	99.83 %			0.00	0.00
2025	499,833.10	617.58	4,092.40	142.34	495,265.46	492,518.75	2,746.71	0.00	0.00	0.00	0.00
		605.99	493,124.74	0.00	0.00	99.45 %	0.55 %			0.00	0.00
2024	335,003.80	35.54	2,777.88	62.39	332,252.77	330,810.08	1,442.69	0.00	0.00	0.00	0.00
		0.00	330,810.08	0.00	0.00	99.57 %	0.43 %			0.00	0.00
2023	319,779.56	472.54	1,636.60	228.11	324,416.99	323,982.18	434.81	0.00	0.00	0.00	0.00
		0.00	323,982.18	6,518.46	0.00	99.87 %	0.13 %			0.00	0.00
2022	320,506.25	11,590.67	993.82	334.21	314,039.72	313,755.58	284.14	0.00	0.00	0.00	0.00
		0.00	313,755.58	5,783.75	0.00	99.91 %	0.09 %			0.00	0.00

2021	312,284.52	333.42	984.60	854.13	312,004.64	311,833.66	170.98	0.00	0.00	0.00	0.00
		47.25	311,880.91	184.01	0.00	99.95 %	0.05 %			0.00	0.00
2020	256,855.12	17,642.30	1,332.40	19.11	257,282.44	257,224.64	57.80	0.00	0.00	0.00	0.00
		43.29	257,267.93	19,382.91	0.00	99.98 %	0.02 %			0.00	0.00
2019	263,632.05	946.23	1,365.80	5.49	261,407.12	261,385.13	21.99	0.00	0.00	0.00	0.00
		11.23	261,396.36	81.61	0.00	99.99 %	0.01 %			0.00	0.00
2018	250,754.74	1,248.02	752.64	27.43	249,428.22	249,338.86	89.36	0.00	0.00	0.00	0.00
		45.07	249,383.93	646.71	0.00	99.96 %	0.04 %			0.00	0.00
2017	253,404.26	640.49	801.23	158.67	252,240.64	252,225.14	15.50	0.00	0.00	0.00	0.00
		46.93	252,272.07	119.43	0.00	99.99 %	0.01 %			0.00	0.00
Sub.	3,285,086.33	33,526.79	14,757.06	1,831.88	3,271,351.24	2,793,891.16	477,460.08	817.14	0.00	19.69	0.00
		799.76	2,794,690.92	32,716.88	0.00	85.40 %	14.60 %			0.00	0.00

TAX DISTRICT: KING CITY LEVY TYPE: VEHICLE FEE

2026	60.00	0.00	0.00	0.00	60.00	0.00	60.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0 %	100 %			0.00	0.00
2025	465.00	0.00	0.00	0.00	465.00	210.00	255.00	0.00	0.00	0.00	0.00
		0.00	210.00	0.00	0.00	45.16 %	54.84 %			0.00	0.00
2024	285.00	0.00	0.00	0.00	285.00	135.00	150.00	0.00	0.00	0.00	0.00
		0.00	135.00	0.00	0.00	47.37 %	52.63 %			0.00	0.00
2023	300.00	0.00	225.00	0.00	300.00	165.00	135.00	0.00	0.00	0.00	0.00
		0.00	165.00	225.00	0.00	55.00 %	45.00 %			0.00	0.00
2022	240.00	0.00	0.00	0.00	240.00	195.00	45.00	0.00	0.00	0.00	0.00
		0.00	195.00	0.00	0.00	81.25 %	18.75 %			0.00	0.00
2021	135.00	0.00	0.00	0.00	135.00	120.00	15.00	0.00	0.00	0.00	0.00
		0.00	120.00	0.00	0.00	88.89 %	11.11 %			0.00	0.00
2020	95.00	0.00	25.00	0.00	120.00	90.00	30.00	0.00	0.00	0.00	0.00
		0.00	90.00	50.00	0.00	75.00 %	25.00 %			0.00	0.00
2019	50.00	0.00	30.00	0.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00
		0.00	50.00	30.00	0.00	100 %	0 %			0.00	0.00
2018	50.00	0.00	0.00	0.00	50.00	40.00	10.00	0.00	0.00	0.00	0.00
		0.00	40.00	0.00	0.00	80.0 %	20.0 %			0.00	0.00
2017	50.00	0.00	0.00	25.00	75.00	75.00	0.00	0.00	0.00	0.00	0.00
		0.00	75.00	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	1,730.00	0.00	280.00	25.00	1,780.00	1,080.00	700.00	0.00	0.00	0.00	0.00
		0.00	1,080.00	305.00	0.00	60.67 %	39.33 %			0.00	0.00
Total	3,287,438.00	33,623.28	15,041.98	2,075.51	3,273,872.10	2,799,483.74	478,249.33	817.14	0.00	19.69	0.00
		814.63	2,800,298.37	33,023.85	0.00	85.39 %	14.61 %			0.00	0.00

Signature (Tax Collector) _____

08/24/2026 10:34 AM

Date Type Source Date

Service Name	7/8/2026 0-30 Days	6/7/2026 31-60 Days	5/8/2026 61-90 Days	4/8/2026 90+ Days	Total
WATER C IN	\$2,907.17	\$1,394.61	\$236.44	\$7,252.04	\$11,790.26
WATER IRR IN	\$86.15	\$0.00	\$0.00	\$15.74	\$101.89
WATER C OUT	\$38,541.68	\$988.18	\$4,661.74	\$30,381.09	\$74,572.69
SEWER OUT	\$1,053.31	\$1,236.36	\$461.48	\$22,960.91	\$25,712.06
SEWER IN	\$9,084.89	\$2,857.51	\$596.65	\$27,135.82	\$39,674.87
SEN SEWER IN	\$257.94	\$333.27	\$0.00	\$2,117.71	\$2,708.92
SEN SEWER OUT	\$0.00	\$0.00	\$0.00	\$990.62	\$990.62
SEWER IN NOHK	\$704.80	\$260.42	\$80.00	\$1,465.27	\$2,510.49
LANDFILL TIPFEE	\$766.55	\$285.63	\$74.88	\$2,723.60	\$3,850.66
BOD/TSS RES	\$603.64	\$241.47	\$71.05	\$3,376.93	\$4,293.09
BOD/TSS COM	\$21.75	\$35.53	\$0.00	\$0.00	\$57.28
BOD/TSS RESCOM	\$51.83	\$39.00	\$0.00	\$128.99	\$219.82
WATER SPRINKLR	\$0.59	\$179.40	\$0.00	\$0.00	\$179.99
RETURN PMT FEE	\$100.00	\$0.00	\$0.00	\$450.00	\$550.00
NONPAYMENT FEE	\$100.00	\$1,563.32	\$683.91	\$19,084.40	\$21,431.63
OTHER UNK	\$50.00	\$0.00	\$0.00	\$1,076.48	\$1,126.48
YARD CART PCKUP	\$8.33	\$8.33	\$0.00	\$13.74	\$30.40
WA - PENALTY	\$0.00	\$0.00	\$0.00	\$1,314.93	\$1,314.93
PENALTY	\$3,939.51	\$848.99	\$345.27	\$5,594.83	\$10,728.60
SEWER IN PULL	\$0.00	\$109.25	\$0.00	\$218.50	\$327.75
Totals:	\$58,278.14	\$10,381.27	\$7,211.42	\$126,301.60	\$202,172.43