



**Agenda for the City Council Regular Meeting**  
**Tuesday, February 24, 2026 6:00 PM**  
**Council Chambers at City Hall 101 West Gold Street Kings Mountain, NC 28086**

1. Call to Order and Determination of a Quorum - Robert C. Wagman, Mayor
2. Invocation -Rev. Robert Patrick, Boyce Memorial ARP Church, Kings Mountain. *(Please stand for Invocation and remain standing for Pledge of Allegiance)*
3. Pledge of Allegiance - Robert C. Wagman, Mayor
4. Motion to adopt the proposed Agenda *(Only emergency items shall be added to the agenda. Emergency shall be defined and requested by the City Manager. Upon approval of the Mayor and City Council the item will be added. Consent Items will be adopted with a single motion, second, and vote unless a request for removal from the Consent agenda is heard from a Councilmember)*
5. Citizen Recognition *Persons wishing to appear before Council during this portion of the meeting are required to sign up prior to the start of the meeting. In an effort to maintain order and decorum, we would encourage speakers to be courteous and respectful while citizen input is heard. Please refrain from profanity, inappropriate gestures, insults, personal attacks, or accusations. Citizens should not expect Councilmembers to respond to their comments during the course of the meeting. If follow up is needed, the Mayor, or presiding officer may ask the speaker to provide contact information to the City Clerk so that Staff may assist. In an effort to allow for a fair allotment of time, each Speaker will be limited to three (3) minutes. Based upon the number of people signed up to speak, Council may elect to adjust the time limitations for all speakers or assign a time limit for the entire Citizen Recognition period.*
6. Mayor, Councilmember and City Manager Remarks
7. Motion to Adopt the Following Consent Agenda:
  - A. Authorize the Mayor to enter into a Lake Use Agreement with Cleveland Masonic Lodge No. 202 to host their 5th Annual Bass Fishing Tournament at Moss Lake on Saturday, May 3, 2025.
8. Public Hearing

*Persons wishing to appear before Council during this portion of the meeting are required to sign up for the specific Public Hearing that they would like to give input prior to the start of the meeting. Speakers will be called in the order in which they are signed up and may only provide comments that are directly related to the subject matter for the specific Public Hearing. To avoid unnecessary repetition, individuals supporting the same position should designate a spokesperson to represent the group. In an effort to allow for a fair allotment of time, each speaker will be limited to three (3) minutes. If a Public Hearing is well-attended, Council may elect to adjust the time limitations for all speakers signed up to speak at the hearing.*

  - A. Public Hearing to consider a moratorium on permitting new data centers - Henry Earle, Planning Director.

- B. (Action on Item 8A) Motion to **(adopt/deny)** an Ordinance to enact a 182-day moratorium on permitting new data centers that will begin on February 24, 2026.

9. Regular Meeting

- A. Motion to adopt a Resolution directing the City Clerk to investigate the sufficiency of a Petition received under N.C.G.S. 160A-31 requesting a voluntary contiguous annexation for property located at 416 Dixon School Road - Henry Earle, Planning Director.
- B. Motion to approve a Budget Amendment to increase the Health Insurance Fund budget by \$1.4 Million due to the receipt of stop-loss insurance coverage, revenue, related to large claims - Chris Costner, Asst. City Manager - Finance Director.

10. Motion to Adjourn

*The City of Kings Mountain would like to ensure that people with disabilities have the ability to access its meetings, programs, and activities. Should you require assistance to participate in a meeting of the City of Kings Mountain City Council, please contact the City Clerk at least 5 business days before the event.*



**STAFF REPORT**

For the Regular Meeting Meeting of: February 24, 2026

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**DATE:** February 24, 2026

**TO:** Regular Meeting

**FROM:** Matt Blackwell, Assistant City Manager

**PREPARED BY:** Karen Tucker

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**TITLE**

**Authorize the Mayor to enter into a Lake Use Agreement with Cleveland Masonic Lodge No. 202 to host their 5th Annual Bass Fishing Tournament at Moss Lake on Saturday, May 3, 2025.**

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**PURPOSE:**

The purpose of this request to allow the Cleveland Masonic Lodge 202 to host their annual charity fishing tournament at Moss Lake.

**BACKGROUND AND FINDINGS:**

This request was received and heard by the Moss Lake Commission at their regular meeting of February 5, 2026. Following a brief presentation, the Commission voted unanimously to recommend City Council consider approval of this request. This is the sixth year that the masonic lodge has hosted the event.

**FINANCIAL IMPACTS:**

The costs associated with the event will have no effect on the City. All registration, prizes and merchandise are provided by the sponsors. City staff are not required to be present. All boaters must have their permits secured in advance of the event.

Cleveland Masonic Lodge is responsible for providing proof of liability insurance coverage with the City of Kings Mountain being named as additional insured prior to the date of the event.

**RECOMMENDATION:**

It is the recommendation of Staff and the Moss Lake Commission that Council authorize this Lake Use

Agreement.

**CONSENT/STAND-ALONE** Consent

**ATTACHMENTS:**

[Cleveland Lodge 202.pdf](#)

STATE OF NORTH CAROLINA

CLEVELAND COUNTY

LAKE USE AGREEMENT

The City of Kings Mountain (hereinafter "City") and the Cleveland Masonic Lodge #202, for good and adequate consideration, receipt of which is hereby acknowledged by both parties hereby agree as follows:

WHEREAS:

The Cleveland Masonic Lodge #202 desires to hold their 5<sup>th</sup> Annual Bass Fishing Tournament at Moss Lake which will be on May 2, 2026.

The City will allow said tournament under the following terms and conditions:

- 1) Rules and Regulations of the tournament are attached as Addendum A.
- 2) All boats must have their Moss Lake permit prior to the day of the event. No permits will be issued on the day of the event.
- 3) The proper North Carolina fishing license is required of each fisherman.
- 4) Life jackets must be on the boat and sufficient enough for each fisherman.
- 5) No alcohol, firearms, or unsportsmanlike behavior is permitted.
- 6) Violation of any of the attached rules and Regulations will be cause for disqualification from the tournament.
- 7) The Cleveland Masonic Lodge #202 shall defend, indemnify, and hold harmless the City of Kings Mountain, its officers, officials and employees from and against any and all claims, suits, actions or liabilities for injury or death of a person, or for damage or loss to property which might arise out of the use of the premises.
- 8) A Certificate of Liability Insurance shall be provided **30 days prior to the event**.
- 9) The effective date of this agreement shall be May 2, 2026, and it shall expire on May 3, 2026; however, in the case of postponement due to weather, the City Manager is authorized to approve a rescheduled date for the event without further action from City Council.

The foregoing Lake Use Agreement is hereby adopted by City Council this 24<sup>th</sup> day February, 2026.

Cleveland Masonic Lodge #202

City of Kings Mountain

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Robert C. Wagman, Mayor

STATE OF NORTH CAROLINA

CLEVELAND COUNTY

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the \_\_\_\_\_ day of February, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

CLEVELAND COUNTY

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the \_\_\_\_\_ day of February, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Members of the Moss Lake Commission,

Cleveland Lodge #202 Shelby, NC is requesting permission to once more hold our annual charity fishing tournament on Saturday, May 2, 2026 at Moss Lake. The purpose of our event is to raise money for charity. All of the proceeds from this event will go to charity. We are attaching several documents with this letter to help you evaluate our request. If you have any questions about this event please contact one of the people listed below.

Thank you for your time and consideration in this request,

Members of Cleveland Lodge #202

Points of contact:

**Chris Canipe / Secretary**

[Ccanipe41@yahoo.com](mailto:Ccanipe41@yahoo.com)

704-466-0895 cell

**Bryan Gordon / Trustee**

[Bryangordon2021@gmail.com](mailto:Bryangordon2021@gmail.com)

704-300-0679 cell

## Addendum A

### Cleveland Masonic Lodge # 202 AF&AM Sixth Annual Charity Bass Tournament

**Place:** John H. Moss Lake Reservoir (Main Landing) 2620 Oak Grove Road – Kings Mountain, NC

**Dates:** Saturday, May 2, 2026

**Time:** 5:15am inspections start / 6:30am or safe light Launch / Boats in 2:30pm / Weigh INS 3:00pm

**NO Team will be allowed to weigh in more than five (5) fish total for the day.**

**Fee:** \$200.00 donation per boat (Registration Deadline is April 27, 2026 fee must be paid by then) **Fishermen will be allowed to pay an additional \$50.00 per boat to blast off 30 minutes early.**

**Payback = \$3,000 total payout (Visa / MasterCard gift cards)**

**Payout is based on a minimum of 20 boats entering the tournament! If less than 20 boats enter, we will only pay out the top three places. If more than 20 boats enter, we will pay out the top 5 places.**

**(\$1,000 first place / \$800 second place / \$600 third place / \$400 fourth place / \$200 fifth place  
Tournament Big Fish will receive a plaque or trophy.**

Also, participants will be randomly selected to receive door prizes after the weigh in. All door prizes will be merchandise provided by the sponsors and will not be CASH.

***NO CASH will be given. ALL prizes will be given in Gift Card or merchandise form.***

**All boats must have their Moss Lake permit prior to the day of the event. No permits will be issued on the day of the event.**

Bass Tournament Rules:

BY PARTICIPATING, YOU (AND ANY MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIMSELF OR HERSELF AND ON BEHALF OF THE MINOR) AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. PARTICIPANT ALSO AGREES TO THESE RULES ON BEHALF OF ANY TEAM MEMBER PARTICIPANT AND HAS RECEIVED EXPRESS AUTHORITY TO AGREE TO THESE RULES ON THEIR BEHALF. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. YOU ALSO AGREE THAT ALL DECISIONS MADE BY CLEVELAND MASONIC LODGE #202 ARE BINDING AND FINAL.

**1. Intellectual Property:** All sponsor names, logos, and trademarks belong to them and them alone. No one may use that information without express consent of the individual sponsor.

**2. Participation and Eligibility:** Participation in this Charity Tournament is open to individuals and teams of two participants, at least one of whom is 18 years old or older and is the registered owner of the fishing boat being used in the event. Any person participating in this event who under the age of 18 years must be paired with a boater 18 years of age or older and have the written consent of a parent or legal guardian presented prior to the tournament staff prior to the start of the tournament / launch.

NOTE: Teams comprising of one or more individuals who meet any of the criteria below are not eligible to compete:

**A.** Individuals/anglers that have competed as a Pro in a Bass Fishing event within the last five years immediately preceding the Tournament being entered;

**B.** Individuals that have ever paid an entry fee greater than \$1,000 in a fishing competition or tournament;

**C.** Individuals that have lifetime Bass fishing earnings greater than \$10,000.

*Sponsor reserves the right to refuse participation in this Tournament to any individual or team at the discretion of the Tournament Committee.*

**3. Federal, State and Local Laws:** All Participants must have a valid fishing license for waters being fished and are required to obey all federal, state and local laws and regulations. All boats must have an approved vessel sticker from the State of North Carolina as well as City of Kings Mountain allowing the vessel to be operated legally in this tournament.

**4. Pre-Tournament Practice:** All Teams will have a 3-day off-limits period which consists of the Wednesday-Friday prior to the tournament on Saturday.

**5. Registration:** All registrations will be accepted until 5:00pm on April 21, 2023. At that time all teams will be placed into a drawing from which the “blast off” times/spots will be randomly selected. Sponsor reserves the right to add additional teams at its discretion.

**6. Insurance:** Liability insurance is required on all boats used in the Tournament.

**7. Safety:** Safe boating must be observed at all times. Each Participant is required to wear a fastened (fully zipped and/or all clips fastened), U.S. Coast Guard approved, personal flotation device anytime the combustion engine “big motor” is in operation from boat check until weigh-in. All boats must be equipped with an emergency ignition shut-off device which must be securely attached to the driver's body any time the combustion engine is in operation. The driver must be seated in the driver's seat anytime the combustion engine is engaged in gear. The Tournament may be canceled, rescheduled, or shortened due to unsafe weather or any conditions that would endanger the safety of the competitors at the Tournament Committee’s sole and absolute discretion. Participants are allowed to leave the boat and seek shelter in bad weather but they may not fish during the time that they are out of their boat.

**8. Permitted Fishing Methods:** Only artificial lures may be used with the exception of pork trailers and biodegradable soft baits. Only one fishing rod per Participant may be used at any one time. Additional rods may be in the boat and ready for use; however, each cast and retrieve must be completed before another cast is attempted or rod is used. Trolling, as a method of fishing, is prohibited. Switching or sharing fish with other teams or individuals is a violation of these rules and will result in immediate disqualification. All bass must be caught alive, in a conventional,

sporting manner. When sight fishing for Bass, all fish must be hooked inside the mouth to be counted as a legal fish (this will be a polygraph question). All angling must be conducted from the boat. At no time may a Participant leave the boat to either land a fish or make the boat more accessible to fishing waters.

**9. Sportsmanship and Conduct:** All Participants are required to follow high standards of sportsmanship, courtesy, safety and conservation. Any infraction of these fundamental sporting principles may be deemed cause for disqualification. Maximum courtesy must be practiced at all times, especially with regard to boating and angling in the vicinity of non-competitors who may be on tournament waters. Any act of a competitor, which reflects unfavorably upon the Sponsor's effort to promote fisheries conservation, clean waters, and courtesy, shall be reason for disqualification. Other examples of conduct not complying with these standards include, but are not limited to, the following:

**A.** Consumption and/or possession of alcoholic beverages or any mind-altering substance during Qualifying Tournament hours extending through the weigh-in procedure; **B.** Failure to disclose, to the satisfaction of the Tournament Committee and according to criteria identified by the Tournament Committee, any conviction of a felony, a crime involving moral turpitude, or a crime related to, arising out of, or involving any fishing tournament or event, at least ten (10) days before the being entered. Note that even in the event of proper disclosure, the Tournament Committee may, at the Tournament Committee's sole and absolute discretion determine that the conviction is inconsistent with participation in the tournament and disqualify an individual or team; **C.** Actions or words which reflect unfavorably upon efforts to promote safety, sportsmanship, and fair competition; and/or **D.** Disqualification from other fishing contests or tournaments that resulted from rule violations that result in a participant's honesty, integrity, or character.

**10. Assistance:** In the event of an emergency situation, competitors should call 911 first and then notify the Tournament Committee when it is safe to do so.

**11. Permitted Fishing Locations:** Participants may fish anywhere on tournament waters accessible by boat, except areas designated as "off limits," "no boats," "keep out," "restricted," or "no fishing" (or similar language or markings intended to restrict public access) by local, state or federal officials, or within 50 yards of another Participant's boat which was first anchored. An anchored boat is a boat held in a stable position by a line attached to a weight or by a Power Pole or similar shallow water anchor with the trolling motor in the up position.

**12. Mechanical problems:** Participants must launch their boat at the designated ramp. Live well checks will take place before Participants' boats enter the water. All Participants will be required to go through the official check-in location before leaving to fish. Participants must leave and return to the check-in by boat. Participants' boats must remain in the tournament waters during the event.

In the event of a mechanical breakdown, there are two permitted methods of returning to the check-in with fish. (1) by remaining in boat and being towed by water, or (2) by entering the boat of another competitor. Participants with fish must return to the official check-in location by the methods set forth above by their assigned check-in time to avoid late penalty. Participants who elect to return to the check-in by any other means will forfeit

their day's catch to that point in time of the tournament day.

**13. Official Checkpoints:** There will be only one official checkpoint for boat inspection in the morning and one official check-in point in the afternoon. The check point will be set up in front of the office at the main boat landing. Failure to go through boat check-out in the morning or failure to officially check-in at the check-in point will result in disqualification from the event. It is the sole responsibility of each Participant to arrive at the designated check-in location on time. In all circumstances, it is the Participant's responsibility to verify the provided flight time.

**14. Scoring:** Scoring will be determined by the official weight of each team's catch during the tournament. Only Largemouth, Spotted bass, or Smallmouth Bass, (collectively, "Bass") are accepted species. **The limit will be five Bass per team.** Any Participant who possesses more than the tournament limit, unless actively culling, will have the catch for that day disqualified. Culling must be done immediately. The minimum official length limit for all species for Qualifying Tournaments will be up to (two) 12" Bass, with the remainder being 14" unless the lake limit is more than 12", in which case, the lake limit will prevail. **We will be following the North Carolina Wildlife Resource Commission Regulations for the size of fish that can be possessed and weighed in.** Bass presented for weigh-in, which fail to measure the prescribed length limit, will result in loss of daily catch. Each Participant's catch must be presented in an official weight-in bag. Bass will be measured with mouth closed, tail compressed and swiped to achieve overall greatest length. A measuring board will be provided at check-in and will serve as the official measuring standard for Qualifying Tournaments. It is the Participant's responsibility to ensure all fish presented for weigh-in are of legal length according solely to the official measuring board. The North Carolina Wildlife Commission Rules and Regulations will be followed as to size and quantity of fish caught and weighed.

**15. Live Fish:** Every effort must be made to keep bass alive through the use of a properly aerated live well. The use of chemical live well additives which promote the healthy return of bass to their natural habitat are recommended. A half/pound (.50) penalty will be deducted for each dead Bass presented for weigh-in. Culling of dead Bass is prohibited. All fish must be brought to the scales in a weight bag designed to protect the fish. No fish can be transported to the scales in a net. No dead Bass will be eligible for big fish awards or prizes.

**16. Late Penalty:** Participants who are not at the official check-in point at the appointed time will be disqualified.

**17. Closing of event:** Each participant shall check in with the Tournament Committee at or prior to the 2:30pm ending time. Failure to promptly check in will result in a disqualification.

**18. Prizes:** The winners, once verified and after fulfilling all requirements set forth in these Official Rules, will receive the prizes as outlined on the Official Event Advertising Materials. Winners are responsible for all tax liabilities and any other associated expenses, fees and charges associated with prize acceptance.

**19. Media Coverage:** Participants are required to comply with all requests (included but not limited to video, still camera, access to boat and access to fishing area) made by Sponsor production crew for the purpose of gathering media coverage throughout Qualifying Tournaments and after. Failure to coordinate with and accommodate the production crew needs will result in disqualification from that Qualifying Tournament. Photos,

videos, and other materials reflecting Participants' name, image or likeness may also be used for press and media purposes and Participants agree to waive any rights and not assert any intellectual property rights that Participants have or may have in such materials. Sponsor reserves the right to publish the name and likeness of Participants on the Contest Site or through other media for publicity purposes.

**20. Interpretation and Enforcement of Rule:** Interpretation and enforcement of these rules will be left exclusively to the Tournament Committee. In the event of a rule violation, the Tournament Committee may impose such sanctions, as he/they deem appropriate, including without limitation: disqualification, forfeiture of prizes and prohibition from participation in subsequent tournaments. Decisions of the Tournament Director are final in all matters and will not be subject to appeal or reviewable by any court of law.

**21. Governing Law:** All North Carolina laws along with all Kings Mountain City ordinances will be strictly enforced. All the Tournament rules will be strictly enforced by the Tournament Committee.

**22. Privacy:** Except as otherwise contemplated in these Official Rules, Participants' contact information collected by Sponsor in connection with the Contest will be used by Sponsor only and will be kept private.

**23. General Release and Conditions of Participation:** In consideration for receiving permission to participate in a Qualifying Tournament, I hereby, on behalf of myself, my minor children, or minors in my care, COVENANT NOT TO SUE AND HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Sponsor and its subsidiaries and affiliates (collectively, the "Organization") and the Organization's officers, directors, agents, servants, employees, volunteers, and other persons connected with or associated with the Organization (collectively the "Releases") from all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, the Organization, or any third-party, or any of the property belonging to me or in my possession, custody, or control or belonging to the Company or any third-party, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF THE RELEASEES, or otherwise, while traveling to or from or participating in the Activity, or while in, on or upon the premises where the Activity is being conducted. I understand that the Releases do not assess or warranty the boating, fishing or outdoors proficiency of the other Participants in the Activity, and the Releases do not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon the lands I may enter for the Activity. I am participating in the Activity at my own risk, and I accept land or property in the existing conditions, and recognize that boating, fishing and other outdoor activities are inherently hazardous activities and expose me to dangerous conditions, risks and hazards. I agree and represent that I will comply with all current regulations, all laws of the State and Locality in which the Activity is held, all federal laws, and any other controlling authority's rules and regulations while participating in the Activity. I am fully aware of the risks involved and hazards connected with participation in the activity and I hereby elect to voluntarily participate in the activity with full knowledge that said activity may be hazardous to me and to property owned by me or my family members or in our possession, custody, or control. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me or my family members or in our possession, custody, or control, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. IN SIGNING THIS RELEASE, I

**ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing General Release of Liability and Waiver of Claims, understand it and sign it voluntarily as my own free act and deed; No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age fully competent to execute this General Release of Liability and Waiver of Claims on my behalf; and I execute this General Release of Liability and Waiver of Claims fully intending to be bound by same.

**24. Modification or Amendment of Rules:** Host (Cleveland Masonic Lodge #202) reserves the right to modify these Official Rules at its discretion, and any changes will take effect immediately upon announcement.

***NOTE:** Safety protocols and CDC Guidelines will be followed.*

Competitor Information & Release

**Boater / Competitor # 1**

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Shirt Size:** \_\_\_\_\_

**Boat Make/Model & Hull number:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By signing this registration form I acknowledge that I have read and fully understand all the tournament rules, as well as my responsibilities. I also, acknowledge that will fully comply with all the rules and will be responsible for my actions throughout the tournament, and will not hold any sponsor, event organizer, Moss Lake employee or City of Kings Mountain official **Responsible** for any injury, damage to equipment or other unforeseen accident. I confirm that I am competing at my own risk and that no event official can ensure my safety while participating in this event. I further state that I possess the necessary insurance, boating skills, license(s), permits, and safety equipment to compete in this event.

**Boater / Competitor # 2**

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Shirt Size:** \_\_\_\_\_

**Boat Make/Model & Hull number:**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By signing this registration form I acknowledge that I have read and fully understand all the tournament rules, as well as my responsibilities. I also, acknowledge that will fully comply with all the rules and will be responsible for my actions throughout the tournament, and will not hold any sponsor, event organizer, Moss Lake employee or City of Kings Mountain official **Responsible** for any injury, damage to equipment or other unforeseen accident. I confirm that I am competing at my own risk and that no event official can ensure my safety while participating in this event. I further state that I possess the necessary insurance, boating skills, license(s), permits, and safety equipment to compete in this event.

## **Cleveland Masonic Lodge #202 Sixth Annual**

### **Bass Fishing Tournament**

Information about our safety plan

- Food will not be prepared or provided except in the form of snack bags for participants, which will contain sealed / prepackaged food items that will be purchased commercially.
- Liability insurance (\$1,000,000) will be purchased and provided by McKinney Insurance, LLC. That insurance will be in addition to insurance already maintained by Cleveland Lodge 202.
- All equipment required by the NC Wildlife Commission for boating safety will be checked for and required. All Moss Lake rules will be strictly enforced. And all tournament rules provided by Cleveland Lodge 202 will be strictly enforced.
- Sportsmanship, love of the outdoors and nature, community awareness, and charity will be stressed throughout the event.
- No Cash or cash prizes will be given to any person during the proposed event.
- The event will be conducted in a Manner befitting the standards of conduct of North Carolina Masons, ensuring that the reputation of all Masons is protected if not enhanced within our community.
- An enforcement officer from the NC Wildlife Resource Commission will be present at times during the event as well as local law enforcement officers from Kings Mountain Police and Cleveland County Sheriff's Office.



**STAFF REPORT**

For the Regular Meeting Meeting of: February 24, 2026

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**DATE:** February 24, 2026

**TO:** Regular Meeting

**FROM:** Development Services

**PREPARED BY:** Henry Earle

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**TITLE**

**Public Hearing to consider a moratorium on permitting new data centers - Henry Earle, Planning Director.**

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**PURPOSE:**

Planning Staff is requesting a moratorium on permitting data centers within the jurisdiction of the City of Kings Mountain to allow staff time to research and craft standards for data centers that are both practical and enforceable.

**BACKGROUND AND FINDINGS:**

Data center development has rapidly evolved from traditional storage locations of yesterday to massive processing centers being proposed around the globe today. More specifically, a hyperscale data center is a massive, highly scalable computing facility design to support robust cloud computing, big data, and AI applications. Typically spanning over 10,000 square feet and housing 5,000-plus servers, hyperscale data centers offer superior performance, high-speed connectivity, and rapid expansion capabilities to meet massive data demand. Additionally, they are significantly larger than traditional data centers, often exceeding 50MW in power consumption and occupying huge, specialized footprints. Furthermore, they are usually operated by major cloud service providers (CSPs) such as Amazon, Google, Microsoft, Meta, and IBM. Hyperscale centers can be up to 1000x larger than traditional enterprise data centers. As data demand grows, companies require massive computing power for artificial intelligence, machine learning, and cloud storage, making hyperscale facilities necessary to deliver services efficiently at a global level. With the limitation on today's electrical grid, many data center developers are also

proposing to produce their own power for operations through on-site generation options which creates an operational dynamic not previously contemplated with traditional data center development.

The City of Kings Mountain, like many jurisdictions across the state and nation, are beginning to receive numerous inquiries from developers seeking to site data centers. The current Unified Development Ordinance (UDO) does not define this type of use nor are there any standards for it. As the industry continues to grow, jurisdictions must make responsible decisions around data centers. Decisions like location, buffering, lighting, noise, utility usage, etc. must all be considered.

Staff is requesting that a moratorium of 182 days be placed on permitting data centers, beginning today and ending with a public hearing on August 25, 2026. At the time of the public hearing staff will bring back a text amendment with standards surrounding data centers as a use.

North Carolina General Statute 160D-107(d) requires local governments answer four statements detailing the necessity of the requested moratorium.

1. A statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the local government and why those courses of action were not deemed adequate. Data Centers have begun to dominate development news around the United States. With the ubiquitousness of cell phones, tablets, laptops, and emerging AI, larger and faster data centers are becoming a requirement to maintain modern life. The City of Kings Mountain UDO, written in 2021, does not address data centers. The potential for a data center project to be proposed in the city's jurisdiction is extremely high and the city needs to be prepared to address it. Other courses of action considered were to begin working, at a staff level, on standards for data centers, but without a moratorium, they could be proposed in the interim, and the city would be forced to permit them without standards beyond the normal standards imposed upon the district. These were deemed inadequate because this use has the potential to be highly impactful.
2. A statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to the imposition of the moratorium. The sections of the UDO that will be subject to the moratorium are Section 156.30.02 Land Use Matrix, and Section 156.30.04 Limited Use Standards.
3. A date of termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium. The desired duration of the moratorium is 182 days, which will culminate at a public hearing on August 25, 2026, where new text will be proposed to Council. This time frame will give staff time to research, create standards, receive community input, work with the Planning

and Zoning Board, and bring a finished document of standards that will be both practical and enforceable.

4. A statement of the actions, and the schedule for those actions, proposed to be taken by the local government during the duration of the moratorium to address the problems or conditions leading to the imposition of the moratorium. Action will be taken by staff to address the text that requires attention. Staff will have five different planning and zoning board meetings to work with the Board to refine the text. By the City Council meeting of August 25, 2026, staff will have conducted the entirety of its review, made its proposed changes, gotten a recommendation to the Planning and Zoning Board, and brought it before Council for final approval.

**FINANCIAL IMPACTS:**

The moratorium will have no financial impact. The standards that will come from them could have financial impact on developers of data centers.

**ALTERNATIVES:**

The alternative to the requested moratorium is to leave data centers without specific standards, opting to rely only on generic standards for industrial districts.

**RECOMMENDATION:**

Council to consider approval of a 182-day moratorium on permitting data centers.

**CONSENT/STAND-ALONE** Public Hearing

**ATTACHMENTS:**

[Staff Report Moratorium Public Hearing.pdf](#)



## STAFF REPORT

For the Kings Mountain City Council Meeting of February 24, 2026

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**DATE:** 2/10/26

**TO:** Kings Mountain City Council

**FROM:** Development Services

**PREPARED BY:** Henry Earle, Planning Director

<p style="text-align: center;"><u>TITLE</u></p>
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<p style="text-align: center;"><b>Public Hearing to Consider a Moratorium on Permitting New Data Centers</b></p>
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**PURPOSE:**

Planning Staff is requesting a moratorium on permitting data centers within the jurisdiction of the City of Kings Mountain to allow staff time to research and craft standards for data centers that are both practical and enforceable.

**BACKGROUND AND FINDINGS:**

IBM identifies data centers as “a physical room, building, or facility that houses IT infrastructure” while Cisco Systems defines them as “a secure, redundant facility for storing and sharing applications and data.” Every person that uses the internet on his or her phone, streams a show, watches a tutorial on YouTube, and on and on, is creating data and that data must be stored somewhere. Data centers are those storage facilities. They are a necessary use in a world that is dominated by data, especially when the amount of data produced grows at an exponential rate and shows no signs of slowing down.

The City of Kings Mountain, like many jurisdictions across the state and nation, are beginning to receive inquiries from potential data centers. The Unified Development Ordinance (UDO) does not define the use nor are there any standards for it. As the industry continues to grow, jurisdictions must make responsible decisions around data centers. Decisions like location, buffering, lighting, noise, utility usage, etc. must all be considered.

Staff is requesting that a moratorium of 182 days be placed on permitting data centers, beginning today and ending with a public hearing on August 25, 2026. At the time of the public hearing staff will bring back a text amendment with standards surrounding data centers as a use.

North Carolina General Statute 160D-107(d) requires local governments answer four statements detailing the necessity of the requested moratorium.

- 1. A statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the local government and why those courses of action were not deemed adequate.**

Data Centers have begun to dominate development news around the United States. With the ubiquitousness of cell phones, tablets, laptops, and emerging AI, larger and faster data centers are becoming a requirement to maintain modern life. The City of Kings Mountain UDO, written in 2021, does not address data centers. The potential for a data center project to be proposed in the city's jurisdiction is extremely high and the city needs to be prepared to address it. Other courses of action considered were to begin working, at a staff level, on standards for data centers, but without a moratorium, they could be proposed in the interim, and the city would be forced to permit them without standards beyond the normal standards imposed upon the district. These were deemed inadequate because this use has the potential to be highly impactful.

- 2. A statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to the imposition of the moratorium.**

The sections of the UDO that will be subject to the moratorium are Section 156.30.02 Land Use Matrix, and Section 156.30.04 Limited Use Standards.

- 3. A date of termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium.**

The desired duration of the moratorium is 182 days, which will culminate at a public hearing on August 25, 2026, where new text will be proposed to Council. This time frame will give staff time to research, create standards, receive community input, work with the Planning and Zoning Board, and bring a finished document of standards that will be both practical and enforceable.

- 4. A statement of the actions, and the schedule for those actions, proposed to be taken by the local government during the duration of the moratorium to address the problems or conditions leading to the imposition of the moratorium.**

Action will be taken by staff to address the text that requires attention. Staff will have five different planning and zoning board meetings to work with the Board to refine the text. By the City Council meeting of August 25, 2026, staff will have conducted the entirety of its review, made its proposed changes, gotten a recommendation to the Planning and Zoning Board, and brought it before Council for final approval.

**FINANCIAL IMPACTS:**

The moratorium will have no financial impact. The standards that will come from them could have financial impact on developers of data centers.

**ALTERNATIVES:**

The alternative to the requested moratorium is to leave data centers without specific standards, opting to rely only on generic standards for industrial districts.

**RECOMMENDATION:**

Development Services requests the Kings Mountain City Council approve the moratorium.

**ATTACHMENTS:**

None

**Department Head Signature:** \_\_\_\_\_



**STAFF REPORT**

For the Regular Meeting Meeting of: February 24, 2026

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**DATE:** February 24, 2026

**TO:** Regular Meeting

**FROM:** Karen Tucker, City Clerk

**PREPARED BY:** Karen Tucker

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**TITLE**

**Motion to adopt a Resolution directing the City Clerk to investigate the sufficiency of a Petition received under N.C.G.S. 160A-31 requesting a voluntary contiguous annexation for property located at 416 Dixon School Road - Henry Earle, Planning Director.**

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**PURPOSE:**

This is the first step in the annexation process. N.C.G.S. 160A-31 provides that Council adopt a Resolution directing the City Clerk to investigate the sufficiency, or completeness of the petition prior to further annexation proceedings.

**BACKGROUND AND FINDINGS:**

A petition for voluntary contiguous annexation has been received from Roadside Truck Plaza, Inc. for property located at 416 Dixon School Road, consisting of 2.356 acres. This property is contiguous to others annexed into the corporate limits. It is projected that the Clerk will present a Certificate of Sufficiency at the regular Council meeting of Tuesday, March 10, 2026, and a public hearing to consider the request will be scheduled for the regular Council meeting of Tuesday, March 24, 2026

**FINANCIAL IMPACTS:**

This action is the initial step in the annexation process and bears no financial impact to the City.

**RECOMMENDATION:**

Staff recommends that Council adopt the Resolution directing the City Clerk to investigate the sufficiency of the Petition for voluntary annexation.

**CONSENT/STAND-ALONE** Regular Meeting

**ATTACHMENTS:**

[Direct Clerk\\_Roadside Truck Plaza.doc](#)

[Parcel 59453.pdf](#)



**RESOLUTION 26-  
DIRECTING THE CLERK TO INVESTIGATE  
A VOLUNTARY CONTIGUOUS ANNEXATION  
PETITION RECEIVED UNDER N.C.G.S. § 160A-31  
Roadside Truck Plaza, Inc.  
Case No. A-25-1  
Cleveland County Parcel 59453**

**THAT WHEREAS**, a petition requesting the voluntary annexation has been received on December 15, 2025 by the City of Kings Mountain City Council for property owned by Dee Properties, LLC; and

**WHEREAS**, the property in the petition is located in Cleveland County and is identified as Cleveland County Parcel Number 59453, 416 Dixon School Road, said property consisting of 2.72 acres, more or less; and

**WHEREAS**, N.C.G.S. § 160A-31, provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

**WHEREAS**, the City Council of Kings Mountain deems it advisable to proceed in response to this request for voluntary annexation.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Kings Mountain:

That the City Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council the result of her investigation.  
**PASSED and ADOPTED** this 24<sup>th</sup> day of February, 2026.

**CITY OF KINGS MOUNTAIN, NORTH CAROLINA**

By: \_\_\_\_\_  
**Robert C. Wagman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Karen A. Tucker, City Clerk**





**STAFF REPORT**

For the Regular Meeting Meeting of: February 24, 2026

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**DATE:** February 24, 2026

**TO:** Regular Meeting

**FROM:** Jana Williams, Assistant Finance Director

**PREPARED BY:** Jana Williams

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**TITLE**

**Motion to approve a Budget Amendment to increase the Health Insurance Fund budget by \$1.4 Million due to the receipt of stop-loss insurance coverage, revenue, related to large claims - Chris Costner, Asst. City Manager - Finance Director.**

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**PURPOSE:**

This item is being presented to increase the Health Insurance Fund budget by \$1.4 Million due to the receipt of stop-loss insurance coverage, revenue related to large claims.

**BACKGROUND AND FINDINGS:**

The City operates an Internal Service Fund to fund health insurance premiums and claims for employees. We are self-insured up to certain limits. For claims that exceed these limits, the City carries stop-loss insurance coverage. This coverage effectively reduces the financial impact of large claims. Due to multiple large claims that exceed the limit, we have received approx. \$1.4 million in reimbursement from our insurance carrier this fiscal year. An amendment is necessary to account for the increase in revenue and claims expense.

**FINANCIAL IMPACTS:**

This amendment increases budgeted revenue and expenses equally, no impact to Fund Balance.

**ALTERNATIVES:**

None. Medical claims costs are simply higher than actuarial projections and the budget must be amended.

**RECOMMENDATION:**

It is the recommendation of the City Manager, along with the Finance Department, that the City Council authorize and approve the proposed budget amendment.

**CONSENT/STAND-ALONE** Regular Meeting

**ATTACHMENTS:**

[Budget Amendment Health Fund 022426.pdf](#)

**CITY OF KINGS MOUNTAIN**  
**BUDGET AMENDMENT**  
**AMENDMENT # 2026-xx**

\_\_\_\_\_ LINE ITEM TRANSFERS WITHIN BUDGET APPROPRIATION  
 City Manager must approve transfers within department.

\_\_\_\_\_ TRANSFERS BETWEEN DEPARTMENTS OR FUNDS  
 Council must approve.

\_\_\_\_\_ ADDITIONAL FUNDS FOR PERSONNEL CHANGES  
 Council must approve.

  X   ADDITIONAL FUNDS FOR EXPENDITURES  
 Council must approve.

Council Meeting Date:           6/30/2025

Account Description	Account Number	Current Budget	Increase (Decrease)	Revised Budget
<b>Revenues:</b>				
Excess Premium Refund	68-01-3300	\$0	\$1,400,000	\$1,400,000
<b>Expenditures:</b>				
Claims	68-01-4935	\$3,200,000	\$1,400,000	\$4,600,000

Does this amendment adversely impact your operations? \_\_\_\_\_

**REASON FOR ADJUSTMENT**

An amendment in the Health Insurance Internal Service Fund for an increase in stop-loss revenue and additional claims expenses.

**SIGNATURES**

FINANCE DIRECTOR	DATE	DEPARTMENT HEAD	DATE
CITY MANAGER	DATE	CITY COUNCIL	DATE