

Minutes

Sawmills Town Council Meeting Sawmills Town Hall

**June 16, 2026
6:00 PM**



Council Attendees:

Mayor Pro-Tem Clay Wilson
Mayor Keith Warren
Councilman Bobby Mosteller
Councilwoman Melissa Curtis

Absent:

Councilman Joe Wesson
Councilwoman Rebecca Johnson

Staff Attendance:

Chase Winebarger, Town Manager
Dustin Millsaps, Planning Director/Assistant Town Manager
Kelly Melton, Finance Officer
Terry Taylor, Town Attorney
Abby Rich, Town Clerk

1. Call to Order

Mayor Keith Warren called the June 16, 2026, meeting to order at 6:03 PM.

2. Invocation

a. Seth Coffey, Valley Baptist Church

Due to conflict, Seth Coffey was unable to attend the meeting.

Lawson Wilks with Poovey's Chapel Baptist Church provided the invocation for those in attendance.

3. Pledge of Allegiance

Councilman Mosteller led the Pledge of Allegiance for those in attendance.

4. Adopt Agenda

Councilwoman Curtis made a motion to adopt the agenda. After a second from Councilman Wilson, the motion carried unanimously.

5. Approval of Meeting Minutes

a. May 19, 2026, Meeting Minutes

Councilman Mosteller made a motion to approve the May 19, 2026, Meeting Minutes.

After a second from Councilwoman Curtis, the motion carried unanimously.

b. May 6, 2026, Special Meeting Minutes

Councilwoman Curtis made a motion to approve the May 6, 2026, Special Meeting Minutes. After a second from Councilman Wilson, the motion carried unanimously.

c. May 19, 2026, Special Meeting Minutes

Councilman Mosteller made a motion to approve the May 19, 2026, Special Meeting Minutes. After a second from Councilwoman Curtis, the motion carried unanimously.

6. Public Comment

There were no individuals signed up to provide public comment.

7. Action Items

a. Annas Property Rezoning Request Public Hearing

Councilman Wilson made a motion to open the Public Hearing for the rezoning request. After a second from Councilman Mosteller, the motion carried unanimously.

Greg Wilson was the first called to the podium. Mr. Wilson thanked the Council for the opportunity to speak and noted that his business is adjacent to the property. Mr. Wilson continued saying he feels that as a neighbor he should support the property owners wanting to expand to keep them as residents of the Town of Sawmills. Mr. Wilson concluded his statements by noting the property owners are great neighbors to have and are not a problem.

David Powell was next to be called to the podium. Mr. Powell said he is a member of the Planning Board and he has been vocal before about some of the Zoning Ordinance that he does not agree with. Mr. Powell said it made no sense to him that someone cannot expand or approve a residence that has been there for 80 years. Mr. Powell continued by saying it's been brought to his attention that some of the Annas family were active policymakers in years past, but he does not feel preventing modifications based on zoning was the intention behind the policies. Mr. Powell also said he found out that a previous buyer was interested in purchasing the property to utilize as a home and business, but could not utilize the property for both purposes due to the current zoning, and the sale fell through. Mr. Powell told the Council that to his understanding, Granite Falls, the City of Lenoir, and Caldwell County allow the residential use in the Highway Business zoning. In closing, Mr. Powell indicated there were approximately 20-30 houses that would not be able to modify the current structures due to current wording and said council needs to approve this request or change the Zoning Ordinance.

Mark Annas was next to be called to the podium. Mr. Annas said the property was purchased by his mom and dad in the 1940's, where they built a home after WWII and moved in. He said it was a great place to grow up and the back portion of the property was transitioned into a farm after Hurricane Hugo. Mr. Annas said he was a member of Sawmills Fire Department for 35 years. His son Aaron now owns the property and has two sons. Mr. Annas told the Council he did not know of a better place to raise a family and his son wants the property to be rezoned to residential from business, or the ordinance revised to allow for expansion of an existing home.

Aaron Annas was next to be called to the podium. Mr. Annas thanked the Council for time to speak. Mr. Annas said the property was purchased by his grandfather and there has been a single family home there for nearly 80 years. The Annas family would like to improve the home for their growing family and these improvements would not negatively impact neighbors or traffic.

Chris Poteat was the last speaker to be called to the podium. Mr. Poteat provided an executive summary for Council to review. Mr. Poteat told Council he became friends with Floyd Annas after moving here and the Annas' were upstanding citizens. Mr. Poteat noted the property had received several "Yard of the Month" designations from the Town of Sawmills and provided a background of Floyd Annas' community contributions. He further said the Annas' currently travel 45 minutes each way for work and still choose to live in Sawmills. Mr Poteat said the proposed changes would not effect the aesthetics of the home and he is asking Council to consider all available methods of approval, including a text amendment. Mr. Poteat concluded by saying he feels this home expansion would contribute to the character and vitality of the Town.

Councilman Wilson made a motion to close the public hearing for the rezoning request. After a second from Councilwoman Curtis, the motion carried unanimously.

Following the Public Hearing, Town Planner Dustin Millsaps came to speak. He said he is tasked by Council to research each case and make a recommendation based on his findings. Millsaps informed the Council that the property owners are requesting the property be rezoned from Highway Business to RA-20. Millsaps told Council it is staff recommendation that the Town Council deny the rezoning request as this property is located in one of the last commercial corridors in the Town. Millsaps concluded by telling Council the Planning Board voted 4 to 1 to deny the petition.

b. Annas Property Rezoning Request

The property owner agreed to a delay of the rezoning request until the August Town Council Meeting.

Councilman Wilson made the motion to table the rezoning of the property until the August Meeting. After a second from Councilwoman Curtis, the motion carried unanimously.

Councilman Wilson made the motion to request the Town Planner to look at, and present to the Planning Board for consideration, a text amendment that would allow for the property owners to complete an addition to an existing home. After a second from Councilwoman Curtis, the motion carried unanimously.

c. Budget Public Hearing

Councilman Wilson made a motion to open the Public Hearing for the 2026/2027 Fiscal Year Budget. After a second from Councilman Mosteller, the motion carried unanimously. With there being no individuals signed up to provide comment, Councilman Wilson made a motion to close the Public Hearing for the 2026/2027 Fiscal Year Budget. After a second from Councilwoman Curtis, the motion carried unanimously.

d. 2026/2027 Fiscal Year Budget Approval

Councilman Wilson made a motion to approve the 2026/2027 Fiscal Year Budget. After a second from Councilwoman Curtis, the motion carried unanimously.

e. Approval of Fire Department Consolidation Agreement

Councilman Wilson made a motion to approve the Fire Department Consolidation

Agreement and authorize the Mayor to sign all documents necessary to complete the consolidation contingent upon the Caldwell County Board of Commissioner's approval of the contract with Sawmills Fire for fire protection in the Sawmills Fire Rural District. After a second from Councilman Mosteller, the motion carried unanimously.

f. Approval of Mutual Aid Agreements with Granite Fire and Little River Fire

Councilman Wilson made a motion to approve the Mutual Aid Agreement with Granite Falls Fire Department. After a second from Councilwoman Curtis, the motion carried unanimously.

Councilman Mosteller made a motion to approve the Mutual Aid Agreement with Little River Fire Department. After a second from Councilman Wilson, the motion carried unanimously.

g. Approval of MOU with Caldwell County for Fire Protection Service

Councilman Wilson made the motion to approve the MOU with Caldwell County for Fire Protection Service and authorize the Mayor and/or the Town Manager to sign the same contingent upon the Town Manager having the ability to make minor modifications to the MOU, if needed.(If the County requests changes after it reviews the final agreement) After a second from Councilman Mosteller, the motion carried unanimously.

h. Appointments to Fire Relief Board

The Council was informed that Gary Annas and Chad Moore were previously appointed by the County to serve on the Fire Relief Board. It is recommended that they continue to do so. Councilman Wilson made a motion to appoint Gary Annas and Chad Moore to the Fire Relief Board. After a second from Councilwoman Curtis, the motion carried unanimously.

8. Informational Items

a. Tax Collections

Manager Winebarger informed the Council that the Caldwell County Board of Commissioners have expressed the County no longer wishes to collect taxes for the Town of Sawmills. The change would take effect next July of 2027, per contractual terms. Town Staff are working to keep this unchanged as citizens would have to pay separate bills to the Town and the County instead of taking care of the balance as one transaction. Staff will report back to the Board as more information is obtained.

9. Public Comment

There were no individuals that wished to speak.

10. Manager Updates/ Recommendations

Manager Winebarger informed the Council that staff is currently reviewing actions for encounters with 1st Amendment auditors. Training will be provided to employees to avoid issues. Additionally, Public Works is actively changing out old signs around the Town.

11. Finance Updates

a. BRIC Update

Finance Officer Kelly Melton told Council there was no new activity. The Town's engineers and grant manager at the WPCOG are submitting things to NCEM, but Town staff has not heard anything new.

b.

HELENE Update

Finance Officer Kelly Melton told the Council the project was submitted again in May. FEMA asked for clarification on items in June, and the Town received notice Friday that FEMA would like to have a meeting to discuss these items further.

c.

OSBM Update

Finance Officer Kelly Melton told the Council the project is moving along. Currently, the area is being hydrosseeded for erosion control.

12. Mayor Updates/Recommendations

Mayor Warren informed Council that the Lenoir Cruisers are now officially the Sawmills Cruisers and over 200 cars have attended each event so far. He also reminded everyone of the Car Show being hosted by the Town and Eldreth Automotive on Saturday.

13. Clerk Updates/Recommendations

Town Clerk Abby Rich informed Council that the Town's new website has officially launched and is running smoothly. Other updates included an overview of social media growth this calendar year, and the completion of the scanning of all minute books.

14. Council Updates/Recommendations

The Council thanked everyone for their attendance.

15. Closed Session §143-318.11(a)(3)

Council did not enter closed session.

16. Adjourn

With there being no more business to attend to, Councilman Wilson made the motion to adjourn. After a second provided by Councilwoman Curtis, the motion passed unanimously.

Approved on _____ day of _____, 2026.

Keith Warren, Mayor

Abby Rich, Town Clerk

**NORTH CAROLINA
CALDWELL COUNTY**

**MEMORANDUM OF AGREEMENT
CALDWELL COUNTY, NORTH CAROLINA
EMERGENCY SERVICES RESPONSE
FOR CALDWELL COUNTY
Between
CALDWELL COUNTY AND THE TOWN OF SAWMILLS**

I. SUBJECT AND PURPOSE

This Local Government Assistance Agreement is entered into by and between Caldwell County, North Carolina, a political subdivision of the State of North Carolina (referred to as COUNTY), and the Town of Sawmills, a North Carolina Municipal Corporation (TOWN). The parties through this agreement intend to improve fire, rescue and pre-hospital medical care for all of Sawmills Rural Fire District. The purpose of this agreement is to establish a clear understanding of the obligations of all parties that have executed this agreement.

II. PARTIES

The parties to this agreement are: Caldwell County (COUNTY) and Town of Sawmills (TOWN).

III. BACKGROUND AND AUTHORITY

The COUNTY under G.S 69-25.5, G.S. 153A-233; G.S. 153A-250 and G.S. 143-517 has the authority to contract for fire-fighting or prevention services with one or more incorporated volunteer fire departments and/or municipalities; and may for these purposes appropriate funds not otherwise limited as to use by law. Secondly having the authority to regulate and control emergency medical and rescue services within its political and geographical boundaries.

IV. DUTIES AND RESPONSIBILITIES OF CALDWELL COUNTY (COUNTY)

CALDWELL COUNTY agrees to:

- Collect all applicable fire and rescue taxes in Sawmills Rural Fire District and agrees to return the funds to the Town monthly.
- Provide Advance Life Support ambulance coverage for all of Caldwell County and mutual aid to surrounding counties when adequately staffed.
- Caldwell County EMS agrees to replace medical supplies used on scene as long as patient care is not compromised. Any supplies used and not replaced at the scene shall be requested to the EMS Logistics Chief or designee with appropriate paperwork. Supplies with an expiration date can be swapped out no later than 3 months prior to the expiration date. Supplies will be picked up at the Logistics Warehouse upon appointment.

- All FIRE/RESCUE agencies within Caldwell County will operate under the Caldwell County EMS system plan and the Caldwell County Medical Director.
- Any FIRE/RESCUE agency personnel shall be a Caldwell County EMS employee to function at the ALS level in the Caldwell County EMS system plan.

V. CONTRACT CATEGORIES

(Check all that apply)

☒ **Provide Fire Suppression and Fire Prevention:** including but not limited to the following guidelines.

- During the term of this contract, the TOWN agrees to maintain and equip the department located at 4068 Highway 321-A, Granite Falls, NC 28630 and used as the department for Sawmills Rural Fire District.
- TOWN agrees to provide fire suppression and fire prevention within the boundaries of the Sawmills Rural Fire District.
- TOWN agrees to expend all tax district funds received pursuant to this contract in the performance of this furtherance of providing Fire Protection, Fire Prevention, Rescue Services and Emergency Medical Care within the boundaries of the Sawmills Rural Fire District.
- A fire department shall have a minimum of 20 personnel with 18 designated as firefighters and 2 as traffic personnel or show through documentation that averages of 12 firefighters have responded to each of the previous 20 structure fires.
- All firefighter members shall comply with the training requirements set forth in G.S. 58-86-25.
- Whenever a fire department responds to a fire, the chief of that department shall complete or cause to be completed a fire incident report, which report shall be on form prescribed by the Department of Insurance. When such report is made without fraud, bad faith, or actual malice, the person making the report is not subject to liability for libel or slander. The department shall forward a copy of the completed report to the fire marshal of the county in which the fire occurred. If there is no fire marshal a copy should be forwarded to the county commissioners. All bodies that receive a copy of the said report shall maintain a copy for five years, under G.S. 58-79-45.

☒ **Provide First Responder Services:** which includes the following guidelines.

- No personnel other than members designated as a First Responder who holds an active North Carolina certification of Medical Responder or higher will answer First Responder calls.
- All First Responders are required to maintain training hours as set forth by NCOEMS and the Caldwell County EMS System Plan.
- Each First Responder Unit should have proper identification or agency seal in sight.

- The TOWN shall maintain an active and updated roster of EMS Certified Personnel on the Fire/Rescue Agency's Continuum Account.
- The TOWN shall provide a list of 4 personnel (officers or senior members) that are EVD certified to be screened for clean license check by Human Resource department before operating a county ambulance.

Provide Rescue Services: (Check area that applies)

_____ **Light Rescue:**

- Provide Light Rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Light rescue certification.

_____ **Medium Rescue:**

- Provide Medium Rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Medium rescue certification.

☒ _____ **Heavy Rescue:**

- Provide Heavy rescue for your designated district
- Must meet all requirements set forth by the North Carolina Association of Rescue and Emergency Medical Services Heavy rescue certification.

VI. INSURANCE REQUIREMENTS

- Workers Compensation: Caldwell County shall at its own expense provide workers compensation coverage for all paid Caldwell County EMS employees as required by law. Town shall at its own expense maintain workers compensation coverage for its paid and volunteer members as required by law.
- Town shall at its own expense procure and continuously maintain during the term of this Agreement the minimum insurance coverages set forth below, with insurers authorized to do business in North Carolina. Caldwell County shall be named as an additional insured on all liability policies with respect to Town's operations, use of facilities, or performance under this Agreement. Certificates of insurance shall be provided to the County prior to commencement of this Agreement. In addition, the Certificate of Insurance should note that the policies of the Town are written on a primary and noncontributory basis. A Certificate of Insurance noting the Additional Insured status shall be issued on an annual basis. All policies shall provide Caldwell County at least thirty (30) days' prior written notice of cancellation or material change.
- Commercial General Liability, Medical Professional Liability, Employment Practices Liability and Errors and Omissions: Coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall be primary and non-contributory to any insurance carried by Caldwell County.

- Business Auto Coverage: Coverage with minimum of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicles.
- Management or Directors and Officers liability: Coverage with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate
- Umbrella Liability: Coverage minimum limits of \$1,000,000 per occurrence and aggregate, providing coverage in excess of the underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability policies.
- The TOWN shall furnish proof of compliance with the insurance coverage requirements of this contract upon request of Caldwell County.

VIII. TERM OF AGREEMENT.

- 1) The term of this Agreement shall be JULY 1, 2026 to JUNE 30, 2030, fulfilling the original term of the agreement between the County and SVFR.

The parties acknowledge County currently has an agreement with Sawmills Volunteer Fire & Rescue, Inc. ("SVFR"), whereby SVFR provides the services set forth within this Agreement between Town and County, and whereby County is contractually obligated to collect the applicable fire and rescue taxes before returning them to SVFR each month. SVFR is currently in the process of dissolution and is conveying its assets to Town. As evidenced by the signature from SVFR on this document and their written notification to the County, SVFR has given adequate written notice of its termination of its agreement with County.

- 2) The parties previously entered into an agreement whereby County agreed to provide tax administration services for Town, including the listing, assessment and collection of Town's municipal ad valorem property taxes by County (the "Tax Administration Agreement"). The initial term of the Tax Administration Agreement was from July 1, 2006 until June 30, 2008, and thereafter renewed automatically each fiscal year. The parties acknowledge that Town will collect Town's own ad valorem property taxes, including those for fire/rescue, beginning with the start of the 2027 fiscal year which begins July 1, 2027. The parties agree this provision constitutes County's adequate termination in writing of the Tax Administration Agreement, and that the Tax Administration Agreement shall have no force or effect beginning with the 2027 fiscal year which begins July 1, 2027.

IX. TERMINATION

Either party may terminate this agreement for any reason and at any time. Provided that the terminating party provides at least 60 day prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested.

X. MODIFICATION OF THIS AGREEMENT

The said TOWN will not assign this contract without obtaining prior written permission from Caldwell County. Modification of this agreement must be in writing and duly executed by both parties.

XI. COMMUNICATIONS

To provide consistent and effective communications between Caldwell County and said TOWN agency, each party shall appoint Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this agreement.

XII. Execution

This agreement will become effective upon execution of all parties to the agreement. The date of execution shall be the date of the last signature, which shall be that of the last official signature.

IN TESTIMONY WHEREOF, Caldwell County has caused this instrument to be executed by the Chairman of Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and The Town of Sawmills has caused this instrument to be executed by the Mayor of the Sawmills Town Council and attested by the Clerk of the Sawmills Town Council.

(Signatures Appear on the Following Pages)

CALDWELL COUNTY NORTH CAROLINA

By: [Signature]
Chairman, Caldwell County Board of Commissioners

DATE: 06/25/26

ATTEST:

By: [Signature]
Caldwell County Clerk

DATE: 06/25/26

By: [Signature]
Trevor Key, Director
Caldwell County Emergency Services

DATE: 06/25/2026

APPROVED By: [Signature]
Dr. Garrett Snyder, Medical Director

DATE: 06/25/26

TOWN OF SAWMILLS

By: [Signature]
Keith Warren, Sawmills Mayor

DATE: 07/01/2026

ATTEST:

By: [Signature]
Abigail Rich, Sawmills Town Clerk

DATE: 07/01/2026

By: [Signature]
Sawmills Fire / Rescue Chief

DATE: 07/01/2026

CONCURRENCE FROM SAWMILLS VOLUNTEER FIRE AND RESCUE, INC.

ATTEST:

By: Greg Wilson
Greg Wilson, President of the Board of Directors

DATE: 07/01/2024

**NORTH CAROLINA
CALDWELL COUNTY**

**TOWN OF SAWMILLS
RESOLUTION**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAWMILLS
RELATING TO THE PROPOSED UNIFICATION OF
SAWMILLS VOLUNTEER FIRE & RESCUE, INC.
WITH THE TOWN OF SAWMILLS**

WHEREAS, Sawmills Volunteer Fire & Rescue, Inc. ("SVFR"), a North Carolina non-profit corporation, provides fire protection, emergency medical first-responder and other all-hazard mitigation services to the residents of the Town of Sawmills, a North Carolina municipal corporation ("Town"); and

WHEREAS, SVFR is governed by the Sawmills Volunteer Fire & Rescue Board ("Board") for the provision of fire and rescue services; and

WHEREAS, the Board and the Town mutually desire to create a shared vision to continue to provide the highest level of fire protection and emergency services feasible to the residents of both the Town of Sawmills and the Sawmills Fire District; and

WHEREAS, SVFR and the Town adopted a Memorandum of Understanding to meet collaboratively on December 16, 2025 relating to the benefits, opportunities and steps related to merging SVFR with the Town's governance structure; and

NOW, THEREFORE, in consideration of these premises, the Town Council and SVFR Board now do hereby jointly find and resolve the following:

1. Authorization to Proceed. The Town Council and SVFR Board hereby authorizes the Mayor, Board President and other necessary parties to sign all documents including but not limited to, Bill of Sale, Deeds and Assignment of Assets for all actions to fully merge in accordance with the terms of the Fire Services and Transfer of Assets Agreement ("Agreement") attached hereto.
2. Date of Merger. The date of the merger is to be effective July 1, 2026.
3. Contingencies. The transfer of assets and final actions for the merger to be effective is contingent upon Caldwell County adopting the Memorandum of Agreement for Emergency Services Response.
4. Upon Caldwell County taking the formal action, the Agreement will be fully effective and binding on both parties.

Duly adopted this 30 day of June, 2026
by the Town Council of the Town of Sawmills

By: 
Keith Warren, Mayor

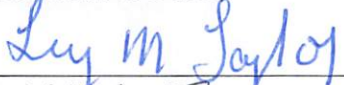
Duly adopted this 30 day of June, 2026
by the Board of Directors of Sawmills Fire
& Rescue, Inc.

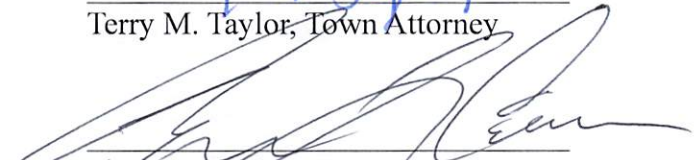
By: 
Greg Wilson, SVFR President

ATTEST:

By: 
Abby Rich, Town Clerk

Approved as to Form:


Terry M. Taylor, Town Attorney


Fire Department Attorney