

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, July 20, 2026
5:00 P.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Caleb Phillips, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Director Russ Chambers, Finance Director Robin Gazaway and Planning and Zoning Admin Stacy Harris.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Councilmember Sawyer announced that Stuff the Bus is now underway and Family Connection is looking for donations. She also announced the Family Fair event will take place on August 14, 2026, from 6:00 pm to 11:00 pm, located at Main Street Park.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add Item #12a Review Quotes for New Equipment Purchase made by S. Sawyer; second by M. French. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a-c) made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held June 15, 2026
 - Executive Session held June 15, 2026
 - b. Approve Addendum to MCCI Master Services Agreement
 - c. Approve Ratification of Consolidated Pipe & Supply Co. Invoices:
Amount totals \$63,945.10 for four invoices
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Barbara Maddox as the June 2026 Employee of the Month and introduced two new utility department employees, Matthew Turner and Kyle Fredrick.

BUSINESS

9. **UPDATE TO ORGANIZATIONAL CHART:** Motion to approve the updated Organizational Chart as presented made by M. French; second by W. Illg. Vote carried unanimously in favor. (Exhibit "A")
10. **AMENDMENT TO EMPLOYEE PERSONNEL POLICY – SECTION 11:** Motion to table the item to the August 3, 2026 City Council meeting made by M. French; second by W. Illg. Vote carried unanimously in favor.
11. **REQUEST FOR FEE WAIVER AND ROAD CLOSURE: A FAMILY FAIR SPECIAL EVENT, AUGUST 14, 2026:** Motion to approve the fee waiver of \$50 for the permit and \$225 for the pavilion rentals and to close Main Street through the park from 12:00 pm through 11:00 pm on Friday, August 14, 2026 made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

WORK SESSION

12. **2027 SOLID WASTE COLLECTION SERVICE RATE AND SERVICE CHARGE:** City Manager Evans discussed renewing this contract with Red Oak stating there has been no price increase in five years and any issues with service are resolved quickly. He also noted there is a request to change the due date from the middle of the month to the first of the month. John Spagnuolo from Red Oak spoke with the Council regarding the service and explained the company's request to change the due date is to have all their municipalities on the same schedule to remit payment at the beginning of each month. Finance Director Gazaway said there should not be an issue with the change should the Council agree to renew their contract. Council will consider approval at their August 3, 2026 meeting.

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12a. REVIEW QUOTES FOR NEW EQUIPMENT PURCHASE: Motion to approve the quote from Atmax Equipment Co. to purchase a MowerMax Prime Mover boom mower at the GA State contracted price of \$264,737.03 to be paid out of SPLOST VII made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

STAFF REPORTS

- 13. JACOB EVANS, CITY MANAGER:** He reported there were four leak adjustments for a total of \$815.45 for the previous month. He also stated the year-to-date total is \$14,784.94. Councilmember Illg stated the leak adjustments are high but noted there was a major commercial adjustment from May which increased the totals significantly.
- 14. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports were provided to represent fund balances and activity through June 30, 2026. Councilmember French asked when the auditors will arrive; Ms. Gazaway stated they are implementing a new system and should begin in the next month or two. The Council commended Ms. Gazaway on her accuracy of budgeting revenues and expenses.

MAYOR AND COUNCIL REPORTS

Mayor Walden announced he attended the GMA Conference in Savannah last month. He also expressed his gratitude for City Attorney Tallant's guidance and his appreciation for the City Council overall.

EXECUTIVE SESSION

At 5:21 p.m. a motion to close regular session and go into executive session for pending/potential litigation, real estate acquisition and/or personnel was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

At 5:46 p.m. a motion to close executive session was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Motion to resume regular session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

Motion to amend the agenda to add item #15 Mutual Release and Settlement Agreement with Gold Creek Foods made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

- 15. MUTUAL RELEASE AND SETTLEMENT AGREEMENT WITH GOLD CREEK FOODS:** Attorney Tallant explained the City has been working on resolving a dispute with Gold Creek Foods for quite some time, participating in three separate mediations. He further explained that experts from both sides have been involved in determining why the City is receiving high strength wastewater discharges, which is in violation of its ordinances. He stated the proposed settlement is designed to address those issues and he provided highlights of the agreement.

Motion to approve the mutual release and settlement agreement as presented made by M. French; second by C. Phillips. Councilmember Illg expressed his gratitude to Councilmembers Phillips and French who attended the mediations; Councilmember French appreciated the trust placed in them by Councilmember Illg and Sawyer and expressed his gratitude for Attorney Tallant's legal counsel. Vote carried unanimously in favor. (Exhibit "B")

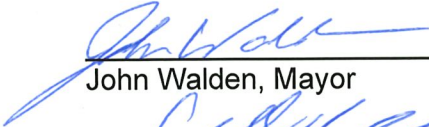
ADJOURNMENT

At 5:54 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by W. Illg. Vote carried unanimously in favor.

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Approved this 3rd day of August 2026

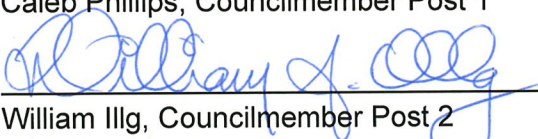
By: CITY OF DAWSONVILLE



John Walden, Mayor



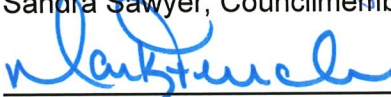
Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2



Sandra Sawyer, Councilmember Post 3



Mark French, Councilmember Post 4

Attested:



Beverly A. Bahister, City Clerk



STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on July 20, 2026.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 521 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

☒ Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

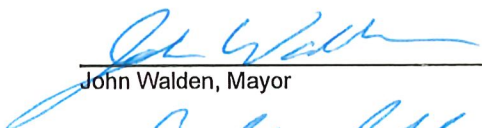
☐ Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

☐ Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

☒ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

☐ Other _____ as provided in: _____.

This 20th day, July 2026; By the City of Dawsonville, Mayor and Council:



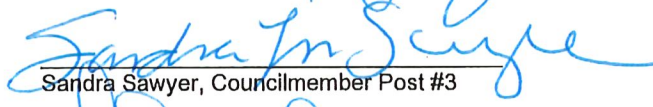
John Walden, Mayor



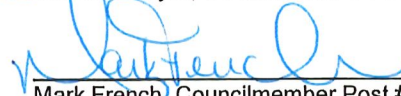
Caleb Phillips, Councilmember Post #1



William Illg, Councilmember Post #2

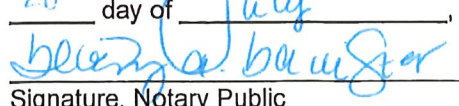


Sandra Sawyer, Councilmember Post #3



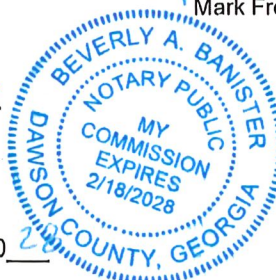
Mark French, Councilmember Post #4

Sworn to and subscribed before me this
20 day of July, 2026.



Signature, Notary Public

My Commission expires: Feb 18, 2028



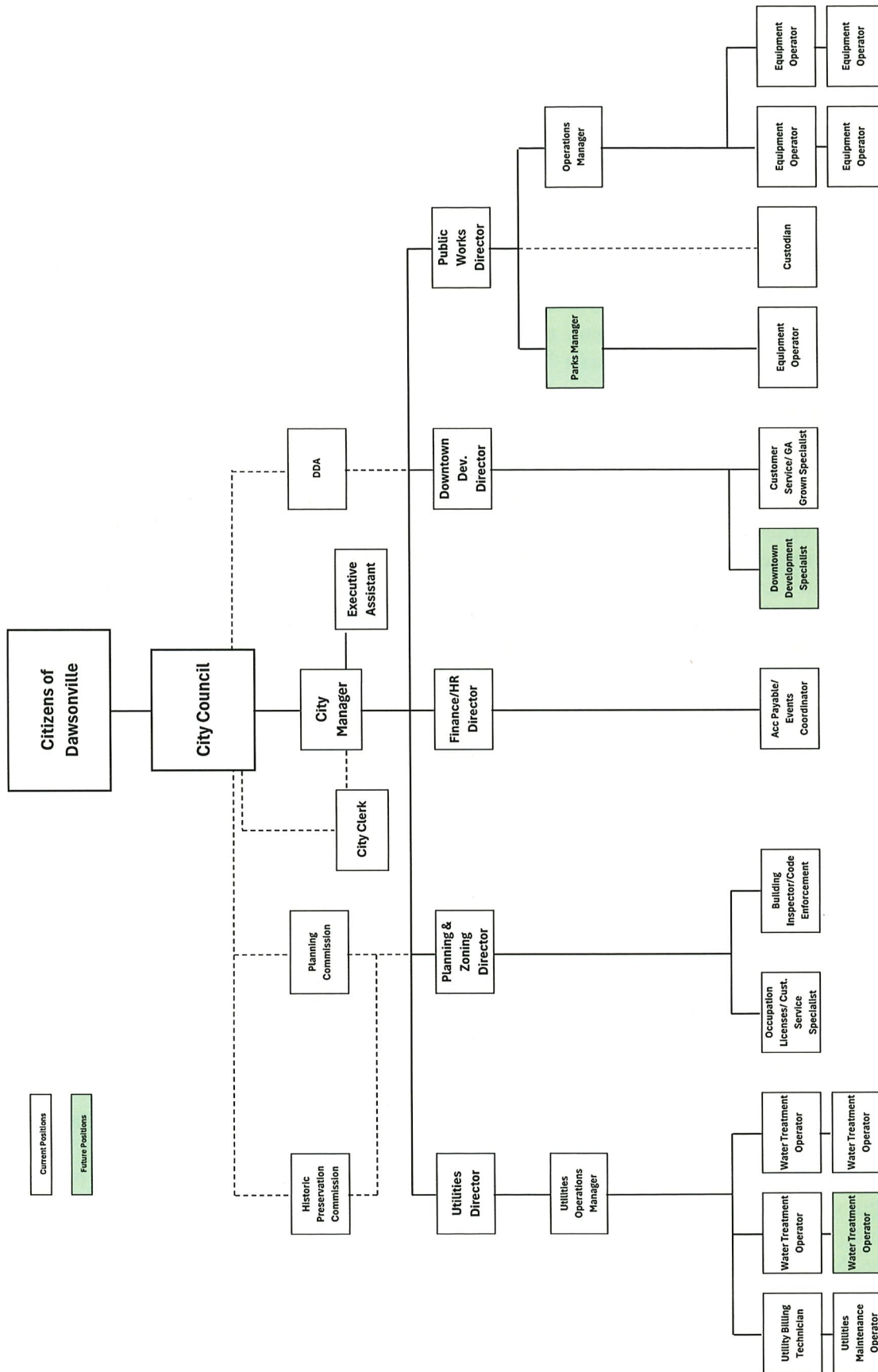


Exhibit "A"

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

1. **PARTIES:** This Release and Settlement Agreement (“Agreement”) is made and entered into between Gold Creek Foods, LLC and Gold Creek Processing, LLC (collectively “Gold Creek”), and the City of Dawsonville, Georgia (the “City”), John Walden, in his individual and official capacity, Caleb Phillips, in his individual and official capacity, William Illg, in his individual and official capacity, Sandy Sawyer, in her individual and official capacity, Mark French, in his individual and official capacity, Bob Bolz, in his individual and official capacity, and Jacob Barr, in his individual and official capacity (collectively “City Officials,” and together with the City “Defendants”). Gold Creek, the City, and City Officials are collectively referred to herein as the “Parties” or individually as a “Party.”

2. **SUBJECT MATTER:** Gold Creek filed a lawsuit, Civil Action No. 2:24-cv-00071 (the “Lawsuit”), against the City and City officials in April of 2024, following a dispute over High Strength Waste Water (“HSWW”) invoices issued by the City to Gold Creek. The City filed its Counterclaim in the Lawsuit against Gold Creek on May 29, 2024 seeking, among other things, payment of the HSWW assessments. This Agreement resolves all claims made or which could have been made by the Parties in the Lawsuit, including but not limited to all claims arising out of the dispute between Gold Creek and the Defendants relating the HSWW invoices and assessments or to Gold Creek’s discharges of industrial and sanitary wastewater from its facility located at 686 Highway 9 North in Dawsonville, Georgia from the beginning of time until the Effective Date, as hereafter defined (the “Subject Matter”).

3. **AGREEMENT:** The Parties desire to resolve all claims and disputes between them arising out of or relating to the Subject Matter, and enter into a complete, final, and binding settlement of all claims and disputes between them arising out of or relating to the Subject Matter. Therefore, the Parties, in consideration of the Modification, Payment, Amendment, and Dismissal, as defined herein, and intending to be legally bound, agree as follows:

A) **Wastewater Treatment System Modification:** Gold Creek will modify its current wastewater treatment system at its own expense to allow for lower, more consistent flows of the treated industrial wastewater, per the attached drawing (“Exhibit A”), subject to approval by Georgia’s Environmental Protection Division if required (the “Modification”). As of the date of this Agreement, Gold Creek has already submitted the Modification to the City, and the City gave its approval of the same. Gold Creek will construct at its cost a secure testing location, as depicted in Exhibit A, for the City’s use. For purposes of measuring compliance of Gold Creek under the City’s HSWW ordinance, the City will collect samples only from the new secure testing location designated on Exhibit A, specifically sample location 001. Any sampling and testing will be at the City’s sole cost. Gold Creek may request and, if requested, shall receive split sampling from sample location 001 whenever the City conducts sampling there. Gold Creek’s analysis of the split samples will be at Gold Creek’s sole expense. The Parties agree to work with each other and assist each other in good faith in the design and installation of the Modification, including with any required State or local permits needed in furtherance of the Modification.

B) Payment and Terms of Payment: After completion of the Modification, Gold Creek shall pay the City the amount of money calculated according to this equation: $\text{Payment} = \text{Gross Amount} - \text{Cost}$, where "Gross Amount" is Six Hundred and Fifty Thousand Dollars and Zero Cents (\$650,000.00), "Cost" is Gold Creek's cost in the design, installation and, if required, permitting of the Modification, and "Payment" is the amount to be paid to the City by Gold Creek after subtracting its Cost from the Gross Amount. The Modification and the Payment completed by Gold Creek are done and made in full satisfaction of all unpaid HSWW invoices issued by the City to Gold Creek from the beginning of time through and including the date of placement in service of the Modification.

C) Amendment of the City's Ordinance: The City agrees to amend its Utility Ordinance to eliminate all penalty multipliers and repeat offender fees which would apply to discharges of HSWW (the "Amendment"). The City may begin to enforce its HSWW ordinance against Gold Creek only after the Amendment is made. The Amendment must be enacted by the City no later than the date that the Modification is placed in service by Gold Creek.

D) Dismissal of the Lawsuit: Upon completion of the Modification, Payment, and Amendment, the Parties will dismiss with prejudice all claims and counterclaims asserted in the case, Civil Action File No: 2:24-cv-00071-RWS (the "Dismissal").

4. COMPROMISE: This Agreement is the result of a compromise of each Party's disputed claims and shall not be construed as an admission of liability on the part of any Party released.

5. MUTUAL RELEASE

- (a) Each Party, on behalf of himself, herself or itself and his/her/its heirs, representatives, executors, administrators, successors, assigns, attorneys, agents, affiliates, and all persons or entities claiming by, through, or under him/her/it (the "Releasing Parties"), does hereby irrevocably and unconditionally release, remise, and forever discharge each other Party, together with his, her or its current and former parents, subsidiaries, and affiliates, and each of their current and former officers, directors, employees, agents, and attorneys, solely in their capacities as such, as well as each Party's insurers and permitted successors and assigns (collectively, the "Released Parties"), from any and all claims, charges, complaints, demands, causes of action, liabilities, obligations, rights, damages, costs, debts, expenses, attorneys' fees, penalties, and losses of any kind, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, which the Releasing Parties ever had, now have, or may hereafter have, from the beginning of time through and including the date that the Modification is placed in service by Gold Creek (the "Effective Date"), arising out of or relating to the Subject Matter (the "Released Claims"). This release shall cover and include any claims, including but not limited to tort claims, equitable claims, claims for breach of contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, unfair business or trade

practices, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties, claims under the Constitution of the United States of America, the Bill of Rights and any other Amendments to that Constitution, claims under the Georgia Constitution and any amendments to that Constitution, and any other claims, whether known or unknown, alleged or not alleged in the Lawsuit, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial, or local law, rules, or regulations, arising out of or relating to the Subject Matter. It is the intent of the Releasing Parties that this Settlement Agreement irrevocably bars any claims of any kind or manner that can or may be asserted by the Releasing Parties against any of the Released Parties arising out of or relating to the Subject Matter. This release is effective as of the Effective Date upon the City's receipt of the Payment.

- (b) This release is intended to be as broad and comprehensive as legally permissible. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to release or waive any claims that may arise after the Effective Date.

6. WARRANTY OF NON-ASSIGNMENT: The Parties warrant and represent that neither Party has sold, assigned, transferred, conveyed or hypothecated any of the rights, claims, or causes of action which are the Subject Matter of this Agreement and released herein.

7. ATTORNEYS' FEES: The Payment described herein above shall constitute the gross settlement hereunder, and each Party shall bear its own costs, expenses and attorneys' fees, without contribution or right of contribution from the other Party. The Parties further understand and agree that if it becomes necessary to file suit to enforce any of the provisions of this Agreement, or to defend any action arising out of or relating to any provisions hereof, the prevailing Party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the other Party.

8. CONFIDENTIALITY: The Parties agree that this Agreement and the terms hereof are confidential and shall not be disclosed to any third party, whether pursuant to subpoena or otherwise, unless production or disclosure is ordered by a court of competent jurisdiction or otherwise agreed upon in writing by the Parties, except that disclosure to the attorneys or auditors of the Parties is permissible provided that such persons or entities are bound by the confidentiality obligations of this Agreement; provided, however, that Gold Creek is permitted to disclose details of the Modification as may be required in order to secure a permit for the Modification, if required, and the City is permitted to disclose details of the Amendment as are required by law to be disclosed to the public.

9. SUCCESSORS: This Agreement shall be binding upon the heirs, successors and assigns of the Parties.

10. ENTIRE AGREEMENT: This Agreement constitutes the complete agreement of the Parties in connection with any matter included in and resolved in this Agreement relating to the Subject Matter herein. This Agreement supersedes all prior or contemporaneous negotiations,

inducements, promises, covenants, agreements, representations of any kind or nature whatsoever relating to the Subject Matter herein, all of which have become fully merged and finally integrated into this Agreement. This Agreement cannot be amended, modified, or supplemented except by written document executed by each Party.

11. GOVERNING LAW: This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Georgia, without regard to its choice of law principles.

12. AUTHORITY TO EXECUTE AND BIND: The persons executing this Agreement on behalf of the Parties do, by the act of execution, warrant and represent that each is authorized by his/her corporation or municipality to enter into and execute this Agreement, and thereby bind said entity, its agents, servants, employees, representatives, heirs, assigns and successors.

13. COUNTERPART COPIES: This Agreement may be executed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

14. CONSULTATION WITH COUNSEL: The Parties represent that they have thoroughly discussed all aspects of this Agreement with their attorneys and that they understand all of the provisions contained herein and that they are voluntarily entering into this Agreement. No presumption shall be drawn based upon the drafter of this Agreement, all Parties having participated through counsel in its development. In entering into this Agreement, the Parties have not relied upon any inducements, promises or representations made by each other or the attorneys for the Parties except as expressly set forth herein.

**Gold Creek Foods, LLC
Gold Creek Processing, LLC**

Name: _____

Title: _____

Date: _____, 2026

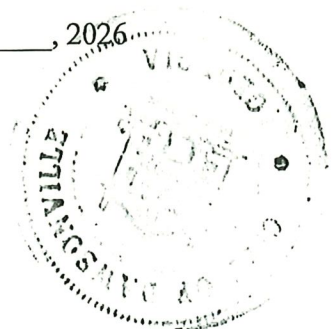
The City of Dawsonville, Georgia

Name: John Walden

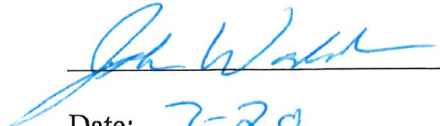
Title: Mayor

Date: July 20, 2026

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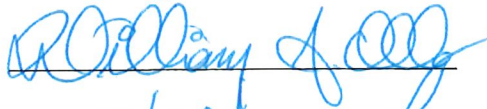
John Walden


Date: 7-20, 2026

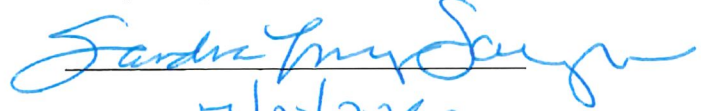
Caleb Phillips


Date: 7-20-26, 2026

William Illg


Date: 7/20, 2026

Sandy Sawyer


Date: 7/20/2026, 2026

Mark French


Date: 7/20/2026, 2026

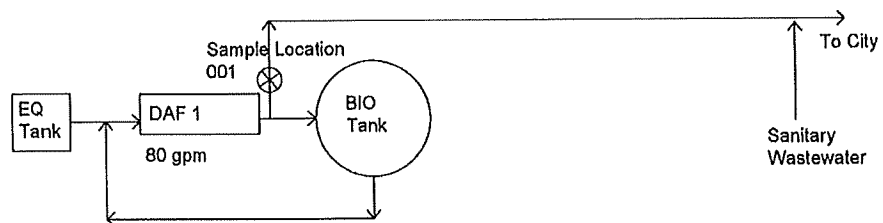
Bob Bolz

Date: _____, 2026

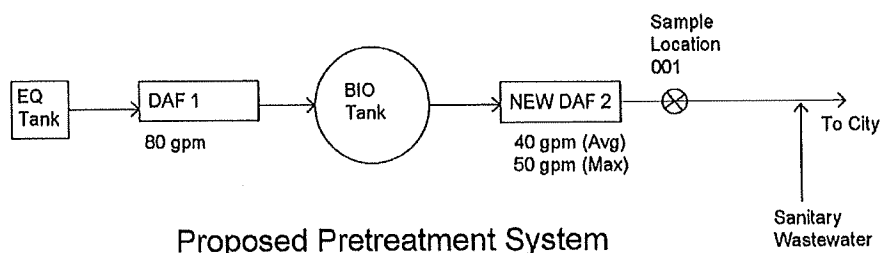
Jacob Barr

Date: _____, 2026

Exhibit A



Existing Pretreatment System



Proposed Pretreatment System

