

The Newton County Board of Commissioners regular board meeting was held on Tuesday, March 17, 2026 at 7:00 p.m. in the Historic Courthouse. This meeting was live streamed on the Newton County Government – YouTube Channel.

Present: Linda D. Hays, Interim Madam Chair, Commissioners Stan Edwards, Demond Mason, Andre Cooper, J.C. Henderson and LeAnne Long, Acting County Manager James Brown, Attorney Stephanie Johnson, County Clerk Susan G. Nolley. The media staff and other administrative personnel were present.

Madam Chair called the meeting to order. Commissioner Henderson gave the invocation and Commissioner Long led the Pledge of Allegiance.

Madam Chair entertained a motion to amend the agenda to add item 7b. and to remove item(s) 10 and 17. Commissioner Henderson moved the motion, seconded by Commissioner Long. The motion passed. Vote 4-0.

3. ADOPTION OF THE AGENDA Madam Chair entertained a motion for adoption of the agenda. Commissioner Mason moved the motion, seconded by Commissioner Henderson. The motion passed. Vote 4-0. Commissioner Cooper had not arrived

4. PUBLIC COMMENTS Viewed at <https://youtu.be/NDl4fkjDOt4?t=713>

Dennis Taylor Althea Cesar Esquire

5. REPORTS FROM THE CHAIRMAN None to report.

6. REPORTS FROM THE COUNTY MANAGER

Mauldin & Jenkins, David Irvin, CPA

Audit update viewed at <https://youtu.be/NDl4fkjDOt4?t=1040>

Ms. Serra Hall District 1 Commissioner Stan Edwards

Joint Development Authority (JDA) update viewed at <https://youtu.be/NDl4fkjDOt4?t=2421>

Commissioner Cooper arrived and joined the meeting @ 7:14 p.m.

7. CONSENT AGENDA

7a. BOC Minutes March 3, 2026

1. Work Session – 6:00 p.m.
2. Regular Session – 7:00 p.m.

Agenda amendment

7b. Approval of the Modification of Promissory Note of Loan (DW2021011) Agreement administered by GEFA.

This is the end of the consent agenda.

Madam Chair entertained a motion. Commissioner Mason moved the motion to approve the consent agenda as listed, seconded by Commissioner Long. The motion passed. Vote 5-0.

8. NEWTON COUNTY SHERIFF'S OFFICE TO ACCEPT OPIOID SETTLEMENT FUNDS IN THE AMOUNT OF \$48,000.00 The funds are to be used for the Co-Responder

position (salary and benefits) for FY26. Madam Chair entertained a motion. Commissioner Henderson moved the motion to approve, seconded by Commissioner Mason. The motion passed. Vote 5-0.

9. ESTIMATED 2026 MILLAGE RATE SET AT 9.5 FOR THE FY27 BUDGET Madam Chair entertained a motion. Commissioner Edwards moved the motion to approve the estimated 2026 millage rate set at 9.5 for the FY27 budget, seconded by Commissioner Long. The motion passed. Vote 5-0.

11. KEEP IT CLEAN SOFTBALL UMPIRE SERVICES CONTRACT FOR GIRLS FASTPITCH AND ADULT SLOW-PITCH SOFTBALL Cost: \$28,805.00/Budgeted

Funding Source: General Fund. Madam Chair entertained a motion. Commissioner Edwards moved the motion to approve, seconded by Commissioner Long. The motion passed. Vote 5-0.

12. PLAYWORKX CONTRACT FOR TRAILBLAZER PARK PLAYGROUND EQUIPMENT AND INSTALLATION - PROJECT RFP#26-11 Cost: \$164,429.75

Budgeted/Funding Source: Capital Fund. Madam Chair entertained a motion. Commissioner Henderson moved the motion to approve, seconded by Commissioner Cooper. The motion passed. Vote 5-0.

13. PROJECT FRAMEWORK AGREEMENT (PFA) BY AND BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) AND NEWTON COUNTY FOR TRANSPORTATION FACILITY IMPROVEMENTS BROWN BRIDGE ROAD WIDENING PI# 0021217 Cost: \$2,000,000.00. Funding Source: 80% Federal Highway and 20% SPLOST 2023. Madam Chair entertained a motion. Commissioner Mason moved the motion to approve, seconded by Commissioner Long. The motion passed. Vote 5-0.

14. CULVERT PIPE PURCHASE - CHEROKEE CULVERT COMPANY Public Works to purchase pipe for daily culvert replacements. Cost \$150,249.50/Budgeted/Funding Source: General Fund. Madam Chair entertained a motion. Commissioner Henderson moved the motion to approve, seconded by Commissioner Edwards. The motion passed. Vote 5-0.

15. RESOLUTION R031726 - A RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS TO APPLY FOR FEDERAL FUNDING FOR AND TO COMMIT LOCAL MATCHING FUNDS TO THE FAIRVIEW ROAD MULTI-USE TRAIL

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinance, resolutions, and regulations; and

WHEREAS, the Fairview Road community is in need of a multi-use trail for safety and recreation improvements; and

WHEREAS, the Fairview Road Multi-Use Trail (the "Project") is on the Short Term Project list in the County's current Comprehensive Transportation Plan; and

WHEREAS, the preliminary cost estimate for the right of way phase of the Project is \$1,275,000; and

WHEREAS, the Atlanta Regional Commission ("ARC") has released a call for projects to be considered for federal funding; and

WHEREAS, the County desires to submit an application to ARC seeking federal funding for the Project; and

WHEREAS, the grant agreement for federal financial assistance, if awarded, will require Newton County to provide a local match in the amount of 20% of the total Project cost, or an estimated \$255,000; and

WHEREAS, there exists sufficient local funds available for the Project from the County's 2023 Special Purpose Local Option Sales Tax.

NOW, THEREFORE, BE IT RESOLEVD BY THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA AS FOLLOWS:

1. The Newton County Board of Commissioners hereby authorizes the filing of a grant application with the ARC in the total amount not to exceed \$1,275,000 to fund the Project.
 2. The Chairman of the Newton County Board of Commissioners is authorized to execute and file the necessary certifications, assurances, and other documents the ARC may require before awarding the federal assistance grant for the Project.
 3. If the federal assistance grant is awarded, the Chairman of the Newton County Board of Commissioners is authorized to execute the grant and other agreements with the ARC as well as the Project Framework Agreement with the Georgia Department of Transportation.
- SO RESOLVED this _____ day of March, 2026.

Madam Chair entertained a motion. Commissioner Edwards moved the motion to approve Resolution R031726, seconded by Commissioner Long. The motion passed. Vote 5-0.

16. RESOLUTION R031726a - A RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS TO APPLY FOR FEDERAL FUNDING FOR AND TO COMMIT LOCAL MATCHING FUNDS TO THE WIDENING OF BROWN BRIDGE ROAD FROM SALEM ROAD TO JACK NEELY ROAD

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinance, resolutions, and regulations; and

WHEREAS, Brown Bridge Road between Salem Road and Jack Neely Road is congested and is in need of widening to three lanes with curb and gutter, sidewalks, and other safety improvements; and

WHEREAS, the widening of Brown Bridge Road (the “Project”) is on the Short Term Project list in the County’s current Comprehensive Transportation Plan; and

WHEREAS, the preliminary cost estimate for the right of way phase of the Project is \$4,800,000; and

WHEREAS, the Atlanta Regional Commission (“ARC”) has released a call for projects to be considered for federal funding; and

WHEREAS, the County desires to submit an application to ARC seeking federal funding for the Project; and

WHEREAS, the grant agreement for federal financial assistance, if awarded, will require Newton County to provide a local match in the amount of 20% of the total Project cost, or an estimated \$960,000; and

WHEREAS, there exists sufficient local funds available for the Project from the County’s 2023 Special Purpose Local Option Sales Tax.

NOW, THEREFORE, BE IT RESOLEVD BY THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA AS FOLLOWS:

1. The Newton County Board of Commissioners hereby authorizes the filing of a grant application with the ARC in the total amount not to exceed \$4,800,000 to fund the Project.
 2. The Chairman of the Newton County Board of Commissioners is authorized to execute and file the necessary certifications, assurances, and other documents the ARC may require before awarding the federal assistance grant for the Project.
 3. If the federal assistance grant is awarded, the Chairman of the Newton County Board of Commissioners is authorized to execute the grant and other agreements with the ARC as well as the Project Framework Agreement with the Georgia Department of Transportation.
- SO RESOLVED this _____ day of March, 2026.

Madam Chair entertained a motion. Commissioner Mason moved the motion to approve Resolution R031726a, seconded by Commissioner Cooper. The motion passed. Vote 5-0.

18. GRANT AGREEMENT BY AND BETWEEN NEWTON COUNTY, GEORGIA AND VIEWPOINT HEALTH

THIS GRANT AGREEMENT (the “Agreement”), is made and entered into this _____ day of _____ 2026 (the “Effective Date”), by and between NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”) and VIEWPOINT HEALTH (“View Point”). The County and View Point may be referred to collectively as the “Parties” and individually as the “Party.”

WHEREAS, beginning in 2018, the County joined other jurisdictions in various settlement lawsuits against opioid distributors and manufacturers, including McKesson, Cardinal Health, Amerisource Bergen, Janssen Pharmaceuticals, and Johnson & Johnson, to address the harms inflicted upon its citizens by same manufacturers and distributors; and

WHEREAS, on January 7, 2022, Georgia Attorney General Chriss Carr announced that the State of Georgia (the “State”) had signed on to a \$26 billion multi-state agreement with Cardinal Health, McKesson and AmerisourceBergen, the nation’s three major pharmaceutical distributors, and opioid manufacturer, Johnson & Johnson (the “Settlement Agreement”); and

WHEREAS, the State is set to receive approximately \$636 million dollars over the course of eighteen (18) years pursuant to the terms of the Settlement Agreement (the “Proceeds”); and

WHEREAS, State, County, and other local government entities (together with County, the “LGs”) joined that certain Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements (the “MOU”), wherein the same agreed to allocate 25% of the Proceeds to the LGs, and the remaining 75% to State; and

WHEREAS, the MOU restricted use of the Proceeds to those “Approved Purposes”, as the term is defined in the MOU, which include but are not limited to prevention, harm reduction, recovery support, and treatment expansion; and

WHEREAS, on or around June 3, 2025, the County’s Board of Commissioners (the “Board”) approved the establishment of the Opioid Funds Committee (the “Committee”) to oversee the County’s share of the Proceeds (the “County Proceeds”); and

WHEREAS, the Committee has met with community stakeholders and impacted departments such as public safety and others; and

WHEREAS, the Committee has recommended, and the Board has duly approved, that certain appropriations of the County Proceeds be awarded to View Point; and

WHEREAS, the County and View Point do each desire to enter this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, County and View Point agree as follows:

1. Grant. Subject to the terms of this Agreement, View Point shall receive an annual allocation of \$50,000,000, to be distributed within 30 days of the Effective Date and every

year thereafter until the County Proceeds are exhausted (the “Grant”). The Grant shall be used in the manner set forth in Section 2 below.

2. Permitted Use. View Point shall use the Grant to provide intensive services to include ordering, securing and administering opioid agonists to County residents with persistent opioid use disorder on a daily basis while in treatment as well as provide individual and group counseling (the “Project”).

3. Warranty. Parties warrant that the Project is an approved purpose as defined in the MOU. View Point warrants further that it shall use the Grant for no other purpose than that explicitly stated herein unless otherwise modified in accordance with Section 10(c) of this Agreement.

4. Reporting. View Point shall submit progress and financial reports to the County on a yearly basis until the Project is completed. Upon completion of the Project, View Point shall submit to the County a final report detailing same. The reports shall be in such form and include such information as required by the County.

5. Records. View Point shall maintain all financial, accounting, reports, and other records relating to the Project for no less than five (5) years after its completion. Upon the County’s request, View Point shall provide these records to the County in a timely manner.

6. Unexpended Funds. View Point must promptly return all unexpended funds following the completion of the Project.

7. Indemnification. View Point agrees to accept all responsibility for loss or damage to any person or entity, including the County, and to indemnify, hold harmless, and release the County and County’s elected and appointed officials, officers, agents, employees, boards, commissions, representatives, consultants, servants, and volunteers for, from, and against any and all actions, claims, suits, damages, liabilities, or expenses, including but not limited to attorney’s fees and costs of defense, that may be asserted by any person or entity, including View Point, that arise out of, pertain to, or related to View Point’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement.

8. Non-Discrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, View Point agrees that, during performance of this Agreement, View Point, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability.

9. Breach; Repayment. If the County determines, under any circumstances, that View Point has failed to comply with the terms of this Agreement, including but not limited to the ineffective and/or improper use of the Grant, the County may, upon written notice, immediately terminate this Agreement with no further obligation or liability to View Point. In such an event, View Point shall, within ten (10) days of receipt of County’s notice of termination, return all of the Grant, whether expended or otherwise; provided, however, that the County, in its sole discretion, may allow View Point to retain some or all of the Grant if the County determines that the failure was inadvertent or immaterial, or that View Point has taken necessary and proper action to ensure that the failure will not reoccur.

10. Miscellaneous.

a. Governing Law. This Agreement shall be construed under the laws of the State of Georgia.

b. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

c. Amendment. This Agreement may only be amended by a written document signed by both parties.

d. Notices. All notice under this Agreement shall be in writing and delivered by email, courier, or certified mail to the addresses set forth herein below:

i. TO COUNTY:

Newton County
Attn: County Manager
1113 Usher Street – Suite 203
Covington, GA 30014
With a copy to: Jamard & Davis, LLP
222 Webb Street
Cumming, GA 30040

ii. TO VIEW POINT:

View Point Health
175 Gwinnett Drive
Suite 260
Lawrenceville, GA 30046

e. Assignment. View Point shall not assign, sublet, transfer, or delegate any interest in or duty under this Agreement without written consent from the County, and no assignment shall be of any force or effect whatsoever unless and until so consented.

f. Entire Agreement. This writing is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement and supersedes all prior

agreements and understandings, whether written or oral.
g. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below,
NEWTON COUNTY, STATE OF GEORGIA

Cost: \$50,000.00 (Grant Amount)/Funding Source: Newton County Opioid Settlement Proceeds
Madam Chair entertained a motion. Commissioner Mason moved the motion to approve, seconded by Commissioner Edwards. The motion passed. Vote 5-0.

19. REEVES AND YOUNG PROFESSIONAL SERVICES AGREEMENT- CORNISH CREEK WATER TREATMENT PLANT UPGRADES TO 39.5 MGD – FINAL AMENDMENT

Cost: \$172,655,099.00/Funding Source: ARPA Grant – Other Funding Sources
Madam Chair entertained a motion. Commissioner Edwards moved the motion to approve, seconded by Commissioner Mason. The motion passed. Vote 5-0.

20. ALCOHOL BEVERAGE LICENSE– 1st Reading

Covington Market LLC. 5485 Highway 81 South Covington, Georgia 30014

21. PUBLIC COMMENTS Viewed at <https://youtu.be/NDl4fkjDOt4?t=4792>

David Hopkins Dennis Taylor

Maya Allen Alana Sanders

22. BOARD COMMENTS Viewed at <https://youtu.be/NDl4fkjDOt4?t=5400>

Commissioner Long Commissioner Henderson

Commissioner Mason Commissioner Edwards

23. EXECUTIVE SESSION Madam Chair entertained a motion to enter into executive session for the purpose to discuss litigation. Commissioner Edwards moved the motion, seconded by Commissioner Mason. 8:32 p.m. The motion passed. Vote 5-0.

The board exited the meeting room.

9:33 p.m. The board reconvened in open session.

There being no further business for discussion Madam Chair entertained a motion to adjourn. Commissioner Henderson moved the motion, seconded by Commissioner Long. The motion passed. Vote 5-0.

The meeting adjourned at 9:35 p.m.

Approved this 7th Day of April 2026.

ATTEST:

Susan G. Nolley County Clerk

Linda D. Hays Interim Chair