

Baldwin County Commissioners
Regular Meeting
August 20, 2019
6:00 p.m.

The Regular Meeting of the Baldwin County Commissioners was held Tuesday, August 20, 2019, at 6:00 p.m., Baldwin County Courthouse, Suite 319, 121 North Wilkinson Street, Milledgeville, Georgia with Chair John Westmoreland presiding.

Members Present: John Westmoreland
Henry Craig
Emily C. Davis
Tommy French
Sammy Hall

Also Present: David McRee
Dawn Hudson
Cindy Cunningham

Call to Order

Chair John Westmoreland called the August 20, 2019 Regular Meeting to order at 6:00 p.m.

Approval of Minutes

Commissioner Sammy Hall made a motion to approve the minutes of the August 6, 2019 Work Session, August 6, 2019 Regular Meeting and August 14, 2019 Called Meeting as submitted. Commissioner Tommy French seconded the motion and it passed unanimously.

Presentation to GMC Junior College Men's Golf National Champions

Vice Chair Henry Craig presented a Proclamation to the GMC Junior College Men's Golf Team and Coaches congratulating them on becoming NJCAA Division III National Champions on June 8, 2019 in New York. Commissioners and citizens applauded the Junior College Golf Team and Coach Van Horn on their outstanding achievement as the # 1 Team in the United States.

Appointment to Region 5 EMS Advisory Council

Fire Chief Steve Somers reported Baldwin County has two representatives on the Central Georgia Region 5 Emergency Medical Services Council: Dwayne Morgan whose term ends in 2021, and Phillip Adams whose term ends this year. Chief Somers recommended the reappointment of Phillip Adams to represent the County on the Region 5 Council for the 2019–2022 terms.

Vice Chair Henry Craig made a motion to reappoint Phillip Adams to serve as a County representative on the Region 5 EMS Advisory Council for the 2019-2022 terms. Commissioner Tommy French seconded the motion and it passed unanimously.

SafeKids Georgia

Firefighter Taylor Eady reported she serves as the coalition's coordinator of SafeKids Baldwin. She stated the Coalition is a non-profit organization aimed at helping parents

and caregivers reduce the number of children who die from motor vehicle and pedestrian injuries, bike crashes, fires and burns, drowning, poisonings and chokings. Through SafeKids Baldwin, the County will receive donated car seats to help target injuries and lower injury statistics. Ms. Eady reported that preventable injuries are the number 1 killer of children ages 0-19. She stated the Coalition implements programs such as car-seat checkups, safety workshops, and sports clinics aimed at educating individuals in order keep kids safe and to prevent unintentional injuries.

Ms. Eady encouraged Commissioners to attend a celebration at Central Georgia Tech on Friday, August 23 to launch the new program.

Appointment of Chair of Complete Count Committee

Chair Westmoreland appointed Steven Houser as the Chair of the County's Complete Committee for the 2010 Census. He stressed how important that "everyone be counted".

Bids for Water Meter Replacement

Engineer Matt Smith of Carter/Sloope, Inc. presented information on bids for the purchase of equipment and installation for water meter replacement. He reported six bids were received for equipment and five bids for installation. Mr. Smith stated bids were reviewed, and he made the following recommendations: bid award for equipment to Lanier Municipal Supply in the amount of \$1,832,095.51; bid award for installation to M&E Construction in the amount of \$777,958.60.

Commissioner Sammy Hall made a motion to award the bids to Lanier Municipal Supply in the amount of \$1,832,095.51 for equipment and to M&E Construction in the amount of \$777,958.60 for installation. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Bids for Public Works General Maintenance

Assistant County Manager Dawn Hudson stated a notice has been published soliciting bids for an annual general maintenance contract for road patching. She recommended the bid be awarded to Shepherd Paving for \$4.00 per square foot for GAB base and asphalt and \$3.00 per square foot for asphalt.

Commissioner Tommy French made a motion to award the bid to Shepherd Paving for patching in the amount of \$4.00 for type 1 patching and \$3.00 for type 2 patching. Vice Chair Henry Craig seconded the motion and it passed unanimously.

Amendment to Nationwide Fixed Annuity Contract

Assistant Finance Director Hudson stated a previous retirement plan through Nationwide was closed many years ago and vested employees under this old program were issued an individual annuity. She stated Nationwide has recommended an amendment due to a change in calculating the interest rate of the annuity. The recommendation is to approve Option 1 which would give the participant a higher rate of return.

Vice Chair Henry Craig made a motion to approve the Amendment to Nationwide Fixed Annuity Contract as presented. Commissioner Sammy Hall seconded the motion and it passed unanimously.

A copy of the Nationwide Fixed Account Amendment is herewith attached and made an official part of the minutes at pages _____ and _____.

FY 19 Budget Amendment

Assistant County Manager Hudson stated due to the new Agreement to provide funding to the Library to include the Hancock Street Branch through the end of FY 2019 a budget amendment in the amount of \$171,050 is needed to cover this cost. Ms. Hudson stated these funds would be transferred from contingency.

Vice Chair Henry Craig made a motion to approve the Budget Amendment as presented. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Old Business

Vice Chair Craig reported he had spoken with County Manager Tobar requesting him to send another letter to the City for the installation of additional fire hydrants in Waters Edge.

New Business

Commissioner Davis read an acknowledgement of the 400th Anniversary of Slave ships arrival.

County Manager's Report

Assistant County Manager Hudson presented the County Manager's Report as follows: letter sent to City requesting 10 additional fire hydrants in Waters Edge; SPLOST projects update to include replacement of Courthouse parking lot lights; framing started at the annex and first floor HVAC ducting installed; 12 HVAC units replaced at new jail; Senior Center participants are back at the renovated facility on Linda Drive; framing complete at new animal shelter and electrical work started; and consultant selected for aquatic facility.

Public Comment Period

The following people addressed the Board:

Pam Peacock expressed her appreciation for update on new Animal Shelter and stated elected officials should wisely spend the citizens' money.

Sherry Howell requested permission to move a singlewide trailer to her property on Deacon J. Simons Road.

Hudman Evans stated he would like to go on record as making an official complaint about Advanced Waste and their trash service. He stated he was making his complaint on behalf of his entire neighborhood. He felt the company is not fulfilling their contract by not picking up the trash in the entire neighborhood on the regularly dates.

Executive Session

Commissioner Tommy French made a motion to adjourn into Executive Session at 6:35 p.m. to discuss litigation. Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Regular Meeting

Vice Chair Henry Craig made a motion to reopen the Regular Meeting at 8:00 p.m.

Commissioner Emily C. Davis seconded the motion and it passed unanimously.

Adjournment

Vice Chair Henry Craig made a motion to adjourn the meeting at 8:00 p.m.
Commissioner Tommy French seconded the motion and it passed unanimously.

Respectfully submitted,



John H. Westmoreland
Chair



Cynthia K. Cunningham
County Clerk

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.



FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Fixed Account; plus
- (2) The daily interest earned, plus
- (3) Exchanges or Transfers to the Fixed Account, minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.



Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Fixed Account; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Fixed Account; minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

Premium Taxes

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.



The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- (1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- (2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- (3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- (4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.



TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

- (1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- (2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

the Fixed Account value on the date before the installment is Withdrawn; divided by

- a) the number of remaining installments.
- b) Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this 20 day of August, 2019

APPROVED:

CONTRACT OWNER: *[Signature]*

NATIONWIDE LIFE INSURANCE COMPANY:

By: Baldwin County, Georgia

By: *[Signature]*

