



Cleveland City Council Meeting Agenda

Monday, June 01, 2026 at 6:30 PM

Oak Springs Community Center/Police Department – 342 Campbell Street, Cleveland, GA

CALL TO ORDER

INVOCATION

1. Pastor Burnetta Armour, First Presbyterian Church of Cleveland, and White County Ministerial Alliance

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

PUBLIC COMMENTS

PUBLIC HEARING

2. First Public Hearing - Ordinance 2026-01 Repealing and Adopting the City of Cleveland Code of Ordinances

NEW BUSINESS

3. Consideration of a motion to authorize the establishment of a separate checking account for the collection and administration of insurance company proceeds related to fire and other emergency services.
4. Request for Georgia Department of Transportation Local Road Assistance funding for South Main Street crosswalk project
5. Consider Renewal of the Work Detail Agreement with Georgia Department of Corrections (Colwell Probation Detention Center) FY-2027
6. Consider Renewal of 2026-2027 Apex Liability Insurances (Auto, Property, Equipment, Public Safety, Cyber) through Tokio Marine HCC with a premium increase of up to 4%

CALLED MEETING/MEETING MINUTES

7. Approve May 18, 2026 Meeting Minutes

EXECUTIVE SESSION MINUTES

8. Approve May 18, 2026 Executive Session Minutes

CITY ATTORNEY KEITH WHITAKER

CITY MANAGER KEVIN HARRIS

ANNOUNCEMENTS

9. The First Budget Hearing will be held at a Called Meeting Thursday, June 4, 2026, at 8:30 a.m. at the Oak Springs Community Center/Police Department

10. The White County Water Authority Meeting is scheduled for Thursday, June 11, 2026, at 7:30 a.m. at the White County Water Authority
11. The Second Budget Hearing and Adoption will be held at a Called Meeting Monday, June 15, 2026, at 6:00 p.m. at the Oak Springs Community Center/Police Department
12. The next Cleveland City Council Meeting is scheduled for Monday, June 15, 2026, at 6:30 p.m. at the Oak Springs Community Center/Police Department
13. The Planning and Zoning Meeting is scheduled for Thursday, June 25, 2026, at 6:30 p.m. at the Oak Springs Community Center/Police Department
14. The Mayor and Council Members plan to attend the 2026 Georgia Annual Convention from June 26 through June 30, 2026 at the Savannah Convention Center located at 1 International Drive, Savannah, Georgia

EXECUTIVE SESSION

15. Real Estate

ADJOURN

<https://www.clevelandga.org/mayor-city-council/page/public-hearings-city-cleveland-code-ordinances>

The fees for fire and other emergency response services shall be as provided in chapter 24. The fire chief and finance director are hereby directed to issue invoices to insurance companies for such fire services and to collect such fees on behalf of the city and to deposit such fees in an account that shall be exclusively used to purchase equipment, training, services and supplies for the city fire department.

Supplemental LRA LMIG Funding FY26

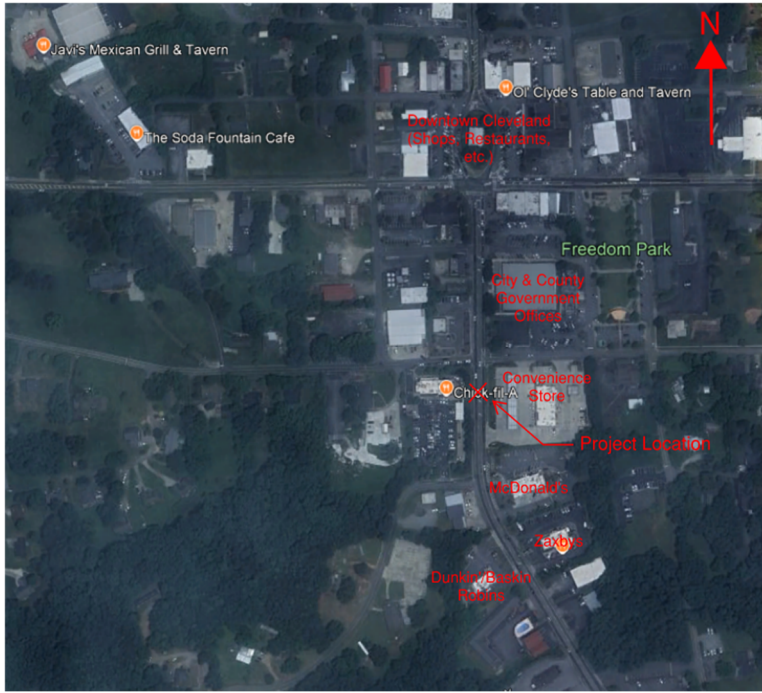
- Governor Kemp announced an additional round of LMIG funding for local governments for FY26 titled LRA (Local Road Assistance administration funds).
- The city is eligible for \$68,546.56 for this round and there is no match required.
- Applications for these funds are due June 15, 2026.
- The City successfully applied for FY25 LMIG funds in the amount of \$56,243.69, and plan to apply these funds to the installation of cross-walks located on South Main Street and on East Kytle. GDOT has designed the cross-walk on South Main Street and the project is ready to bid. The project will be bid in FY27.
- Staff discussed with GDOT officials about also applying the LRA funds to the LMIG cross-walk project, which will be allowed.
- Staff requests the city council approve the FY26 LRA funds be applied to the crosswalk project and to approve submittal of an application for FY26 LRA funds to be applied to this project.

GDOT District	County	City	Population**	Total Mileage*	FY 2026 LRA Formula Amount	Required FY 2026 LRA Match
1	WHITE	(UNINCORPORATED)	25,455	268.11	\$598,220.50	0%
1	WHITE	CLEVELAND	3,583	27.50	\$68,546.56	0%
1	WHITE	HELEN	630	18.29	\$32,628.60	0%

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

Uncontrolled Pedestrian Crosswalk Study

September 2025



PRIMARY ROUTE: SR 11

SECONDARY ROUTE: Near Underwood St.

GDOT DISTRICT: 1

CONGRESSIONAL DISTRICT: 9

COUNTY: White

CITY: Cleveland

PREPARED BY: Madison Dorminey, District 1 Traffic Operations

Summary

This pedestrian crossing evaluation originated as a request from local government officials. A four step process is used to study the potential for a pedestrian crossing at SR 11 near Underwood St. This process includes 1) evaluating if the surrounding land use and community amenities generate the need for pedestrian crossings, 2) identification of the appropriate crosswalk treatment, 3) identifying the optimal crosswalk location, and 4) an economic analysis of the crosswalk and associated improvements.

A crossing is recommended based on the need to address a crossing location that is already being heavily used by pedestrians. The optimal location for this crossing is approximately 105' south of Underwood Street at the existing sidewalk stub in front of Chick-fil-a. The long-term recommendation is a PHB when funding is available. However, a RRFB is recommended as an interim measure.



Figure 1: Project Location

CROSSING DESIRABILITY

Before selecting a crosswalk location, an evaluation of the existing conditions including pedestrian generators, sociodemographic data from the CDC’s Social Vulnerability Index (SVI), crash history, and land use are used to determine the need for a marked pedestrian crossing.

Table 1: Pedestrian Crossing Desirability Data

Pedestrian Facilities		Census Tract SVI ¹	
Transit	Rural location, no public transit	Overall SVI	.6643
Schools	Elementary, Middle, and 9 th Grade Academies located ~.5mi north of proposed crosswalk	Socioeconomic Status	.4523
Sidewalk	Sidewalk is present on both sides of SR 11	Household Characteristics	.7072
Multimodal paths	There are no shared used paths or bike facilities	Racial & Ethnic Minority Status SVI	.1207
Gas stations, hotels, apts., restaurants, residential, stores, parks, etc.	Many restaurants, convenience store, downtown shopping, Freedom Park, and residential area to the east	Housing Type & Transportation SVI	.9007

- **Site Visit Observations:** This location is the most popular location for pedestrians to cross south of Downtown. People come to/from the convenience store, Freedom Park, and government offices to get to businesses across SR 11. There is a sidewalk stub out in front of Chick-fil-a that pedestrians gravitate towards. Majority of people choose to cross in front of the convenience store.
- **Community Engagement:** The City of Cleveland is in support of the crosswalk and has requested the crosswalk for several years
- **Planning Documents:** A new commercial development is proposed just east of downtown.
- **Ongoing Projects:** There are no ongoing or upcoming projects identified.
- **Crash Analysis:** There are no relevant recorded pedestrian crashes in the area.

Crash Type	2020	2021	2022	2023	2024	Total
Angle		1		1	1	3
O		1		1	1	3
Rear End				3		3
B				1		1
C				1		1
O				1		1
Head On		1				1
O		1				1
Sideswipe		1			1	2
O		1			1	2
Not with a Motor Vehicle		1				1
A		1				1

Figure 2: All Crash Data

¹ https://www.atsdr.cdc.gov/placeandhealth/svi/interactive_map.html

- Pedestrian and Bicyclist Crossing Counts**

Pedestrian counts were collected by D1 Traffic Operations staff on Thursday, August 18th, 2025. Data collected is shown in Table 2.

Table 2: Pedestrian Bicycle Volumes Observed Crossing Roadway

	Peak Hour		Peak (2 Hours)		Peak (3 Hours)		Ped Count Total
	Time	Count	Time	Count	Time	Count	
Thursday, August 18 th , 2025	10am	6	10am-12pm	8	10am-1pm	12	17 (8am-4pm)

TREATMENT SELECTION

The treatment selection is based primarily on the roadway geometry, annual average daily traffic (AADT) and both travel and posted speed data. This data is evaluated together using the “FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations”² referenced in the GDOT pedestrian and streetscape guide. For this study, Probe Speed Data was pulled from RITIS.

Table 3: Roadway and Speed Data

Roadway Data		Speed Data July 9 th , 2025 from 12:00 to 23:59		
		Posted Speed Limit	NB/SB Major Road (mph)	Minor Road (mph)
AADT ³ (veh/day)	13,620	25	30	N/A
Functional Class	Rural Principal Arterial			
# Through Lanes	1 in both directions			
Lighting Presence	Streetlights are present at Underwood St. The gas station and Chick-fil-a also have overhead lighting that is visible at the crosswalk location.	85 th Percentile Speed	30	N/A
# Turn lanes	TWLTL	Median Speed	27.3	N/A
Median Presence	None			

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	1 2	1 5 6	1 5 6	1 4 5 6	1 5 6	1 5 6	1 4 5 6	1 5 6	1 5 6
	4 5 6	7 9	7 9	7 9	7 9	7 9	7 9	7 9	7 9
3 lanes with raised median (1 lane in each direction)	1 2 3	1 5 6	1 5 6	1 4 5	1 5 6	1 5 6	1 4 5	1 5 6	1 5 6
	4 5	7 9	7 9	7 9	7 9	7 9	7 9	7 9	7 9
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	1 2 3	1 5 6	1 5 6	1 4 5 6	1 5 6	1 5 6	1 4 5 6	1 5 6	1 5 6
	4 5 6	7 9	7 9	7 9	7 9	7 9	7 9	7 9	7 9
4+ lanes with raised median (2 or more lanes in each direction)	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6
	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9
4+ lanes w/o raised median (2 or more lanes in each direction)	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6	1 5 6
	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9	7 8 9

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs

2 Raised crosswalk

3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line

4 In-Street Pedestrian Crossing sign

5 Curb extension

6 Pedestrian refuge island

7 Rectangular Rapid-Flashing Beacon (RRFB)**

8 Road Diet

9 Pedestrian Hybrid Beacon (PHB)**

Given the set of conditions in a cell,

Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.

● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.

○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

Figure 3: Application of pedestrian crash countermeasures by roadway feature⁸

The countermeasures potentially applicable for this crossing are 1, 3, 4, 5, 6, 7, and 9. Countermeasures listed in alternative 1 such as high-visibility markings and adequate lighting would be handled as a supplemental measure to the selected alternative. Alternatives 3, 4, and 6 would also be potential supplemental options depending on the selected treatment. Alternative 5 is not feasible at this location as there is no additional area to install a curb extension. Alternatives 7 and 9 are feasible treatments along with supplemental measures described above.

² https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-07/STEP_Guide_for_Improving_Ped_Safety_at_Unsig_Loc_3-2018_07_17-508compliant.pdf
³ <https://www.dot.ga.gov/GDOT/Pages/RoadTrafficData.aspx>

CROSSWALK LOCATION

- **Proposed Location Details:** Proposed location is to connect to the existing sidewalk stub between Chick-fil-a and the convenience store, which is also a central point of the commercial area.
- **Nearby Traffic Signal:** The closest traffic signal is SR 11 @ SR 115 which is ~600ft to the north of the proposed location.
- **Nearest Midblock Crossing:** No nearby midblock crossings.
- **Driveways & Intersections:** There are ~20 driveways within .25mi of the proposed location. The nearest side street is Underwood St. ~105ft to the north.
- **Right of way (ROW):** There are no unique ROW elements, and installation will be handled by the local government.
- **Pedestrians Crossing Zones:**

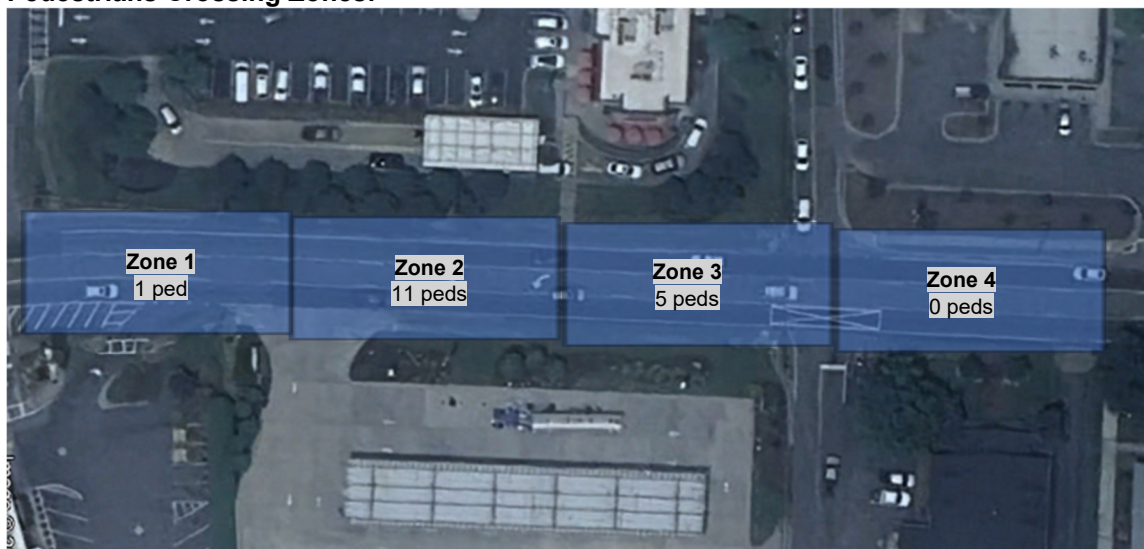


Figure 2: Pedestrian Crossing Zones (counts collected from 8:00am to 4:00pm)

- **Sight Distance Evaluation:** There is a horizontal curve to the south of the intersection. Sight Distance calculations are shown below. Proposed crosswalk is between 25mph and 35mph zones, so the 85th percentile speed of 30mph was used for calculations.

Table 4: Stopping and Decision Sight Distance

	Stopping Sight Distance (ft) (Required)				Decision Sight Distance (ft) Recommended for non-PHB			
	Direction 1 (Northbound)		Direction 2 (Southbound)		Direction 1 (Northbound)		Direction 2 (Southbound)	
	Inner Lane (CFA side)	Outer Lane (BP side)	Inner Lane (BP side)	Outer Lane (CFA side)	Inner Lane (CFA side)	Outer Lane (BP side)	Inner Lane (BP side)	Outer Lane (CFA side)
Measured	356	311	715	663	356	311	715	663
Calculated	200	200	200	200	490	490	490	490
Criteria Met (Y/N)	Y	Y	Y	Y	N	N	Y	Y

Table 5: Pedestrian Sight Distance without Median

Pedestrian Sight Distance (ft) Recommended for non-PHB				
	Crossing Direction 1 (To CFA)		Crossing Direction 2 (To BP)	
	Traffic Direction 1 (Left)	Traffic Direction 2 (Right)	Traffic Direction 1 (Left)	Traffic Direction 2 (Right)
Measured	311	715	663	356
Calculated	550	550	550	550
Criteria Met (Y/N)	N	Y	Y	N

ECONOMIC ANALYSIS

Delivery Mechanism

- **Local agency funded** – The local agency (City of Cleveland) has obtained limited funding to install this crossing as an RRFB.

Recommendations

The request for this crossing originated as a request from local government officials (City of Cleveland). There are several pedestrian generators nearby including restaurants, a BP convenience store, Freedom Park, and local government offices. During an 8-hour weekday, 17 pedestrians were counted crossing in this area with 16 of those crossing between the BP convenience store and the Chick-fil-a (see Figure 6). A crosswalk is recommended at this location based on the volume of pedestrians crossing under existing conditions. Based on the location of where pedestrians are currently crossing, this crossing would be most effectively placed between the Chick-fil-a and the BP convenience store at the existing sidewalk stub in front of the Chick-fil-a, which is approximately 105' south of Underwood Street. There have not been any pedestrian related crashes in this area. While stopping sight distance is met, there are decision and pedestrian sight distance concerns with the northbound approach on SR 11. For this reason, the long-term recommendation is for the installation of a PHB. However, due to limited funding and the need for an immediate solution to a potential safety issue where pedestrians are already crossing, an RRFB is recommended as an interim solution until funding can be identified for a PHB. The RRFB is recommended to be a single stage crossing. Additionally, a raised median is recommended to be constructed within the limits of the two-way left turn lane along with lighting assemblies, pedestrian ahead signs, and in-street pedestrian crossing signs.

PREPARED BY: _____ DATE _____

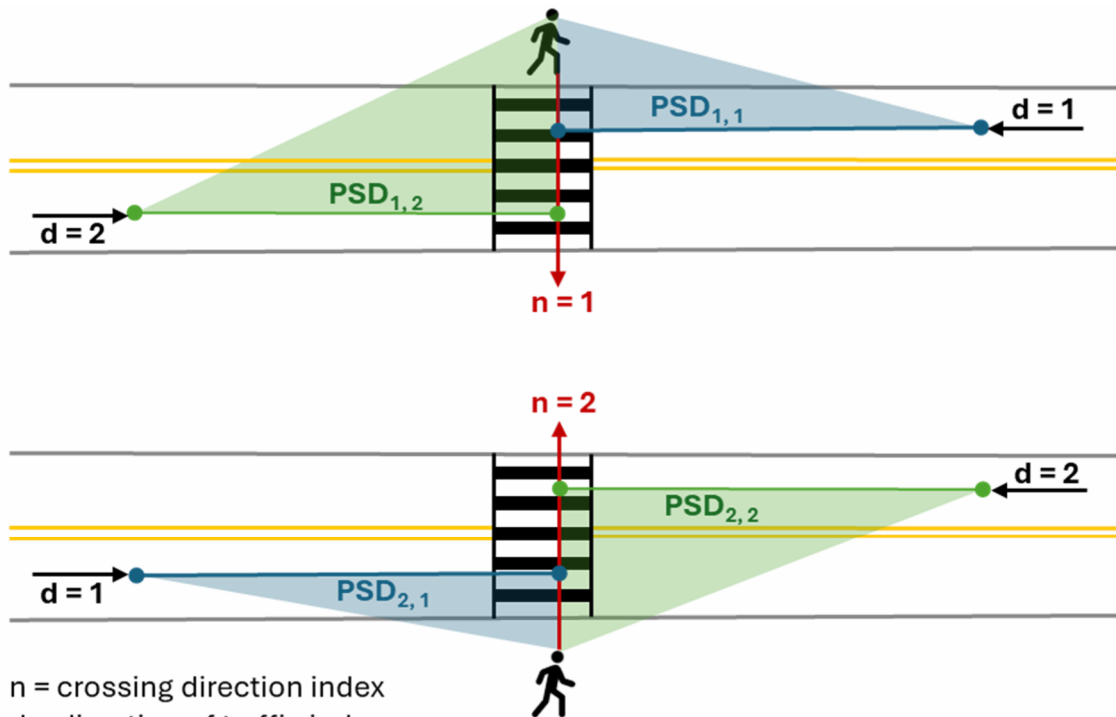
RECOMMENDED BY: _____ DATE _____

District 1 Traffic Engineer

Appendix A: Sight Distance Equations

Section 3 specifies that an evaluation of three different sight distance measurements, including stopping sight distance, decision sight distance, and pedestrian sight distance, should be performed for a crosswalk screening or during the final TE study. Such measurements should be taken from various approaches, lanes, and pedestrian crossing points.

For pedestrian sight distance, a crossing of an undivided road would typically have two locations where pedestrians could decide to cross. If the undivided roadway is one-way, this would result in two measurements. If the undivided roadway is two-way, this would result in four measurements (both directions at each decision point). On roadways that are divided by a median, these decision points double, resulting in four measurements (two in each direction with one from the curb/roadside and one from the median).



n = crossing direction index
d = direction of traffic index

PSD_{n,d} = pedestrian sight distance for crossing direction, n in direction of traffic, d

Equation 1: Pedestrian Crossing Sight Distance⁴

$$PedSD = 1.47S \left(\frac{L}{S_p} + t_s \right)$$

Where:

- PedSD= Pedestrian Sight Distance
- Where S = posted speed or 85 percentile speed (*per engineering judgment*) (mph)
- L= crossing distance without refuge (ft).
- S_p = average walking speed of (3.5 ft/s). A speed of 3 ft/s may be used if a high population over 65 years old or for use by elementary school children.
- T_s=pedestrian start- up and clearance time (s). default of 3 seconds (

⁴ <https://www.dot.ga.gov/DriveSmart/Travel/BikePed/PSG.pdf>

Table 6: Stopping Sight Distance from AASHTO Greenbook 7th Edition

U.S. Customary					U.S. Customary								
Design Speed (mph)	Brake Reaction Distance (ft)	Braking Distance on Level (ft)	Stopping Sight Distance		Stopping Sight Distance (ft)								
			Calculated (ft)	Design (ft)	Downgrades			Upgrades					
					3%	6%	9%	3%	6%	9%			
15	55.1	21.6	76.7	80	80	82	85	75	74	73			
20	73.5	38.4	111.9	115	116	120	126	109	107	104			
25	91.9	60.0	151.9	155	158	165	173	147	143	140			
30	110.3	86.4	196.7	200	205	215	227	200	184	179			
35	128.6	117.6	246.2	250	257	271	287	237	229	222			
40	147.0	153.6	300.6	305	315	333	354	289	278	269			
45	165.4	194.4	359.8	360	378	400	427	344	331	320			
50	183.8	240.0	423.8	425	446	474	507	405	388	375			
55	202.1	290.3	492.4	495	520	553	593	469	450	433			
60	220.5	345.5	566.0	570	598	638	686	538	515	495			
65	238.9	405.5	644.4	645	682	728	785	612	584	561			
70	257.3	470.3	727.6	730	771	825	891	690	658	631			
75	275.6	539.9	815.5	820	866	927	1003	772	736	704			
80	294.0	614.3	908.3	910	965	1035	1121	859	817	782			
85	313.5	693.5	1007.0	1010	1070	1149	1246	949	902	862			

Table 7: Decision Sight Distance From AASHTO Greenbook 7th Edition

U.S. Customary					
Design Speed (mph)	Decision Sight Distance (ft)				
	Avoidance Maneuver				
	A	B	C	D	E
30	220	490	450	535	620
35	275	590	525	625	720
40	330	690	600	715	825
45	395	800	675	800	930
50	465	910	750	890	1030
55	535	1030	865	980	1135
60	610	1150	990	1125	1280
65	695	1275	1050	1220	1365
70	780	1410	1105	1275	1445
75	875	1545	1180	1365	1545
80	970	1685	1260	1455	1650
85	1070	1830	1340	1565	1785

Avoidance Maneuver:

- A: Rural area
- B: Arban area
- C, D, E (not applicable for this type of study)

Appendix B: Benefit Cost Analysis

Below is an example of a benefit cost analysis using the predictive benefit cost analysis at bus stops spreadsheet. Please contact one of the emails listed in the instructions if you would like access to this spreadsheet or a similar file. Multiple B/C spreadsheets exist. Please replace this sheet with one specific to the analysis.

Benefit Cost Analysis for Pedestrian Improvements at Bus Stops



Legend	
XXXX	Input your data into this cell
XXXX	Cell contains a formula
XXXX	Cell references another cell
XXXX	Heading
XXXX	Cell used to explain contents of another cell

Crash Data			
<i>5 years of crash data preferred</i>	Start Date	End Date	<i>Enter data in format .XX/XX/XXXX</i>
Date range of crash data	1/1/2018	12/31/2022	
Severity	Severity Abbreviation	Crash Cost	Pedestrian Crashes
Fatal Crash	K	\$12,450,000	
Serious Injury	A	\$2,740,000	
Visible Injury	B	\$600,000	1
Complaint of Injury	C	\$129,000	
Property Damage Only	O	\$28,000	1

Risk Factors			Speed limit or 85th percentile speed	Dollar Value Per predicted crash
Risk factor/Measure of Exposure	Relationship to crashes (+/-)	Value		
Ridership (Passengers per day)	+	2.00	< 25	\$628,853
Intersection Presence (1= 150 ft of intersection, 0 = midblock)	+	1	25 - 30	\$742,719
Lane Number (both directions)	+	4	35	\$970,672
AADT (veh/day)	+	26,600	40	\$1,559,792
SVI (CDC's social vulnerability index)	+	0.85	45	\$2,010,057
Division (1= divided, 0 = undivided)	-	1	> 45	\$3,304,778
Speed Limit or *85th percentile speed	Related only to severity	45		

Predicted Ped Crash frequency (crashes/yr) = $e^{-(4.38 + (1.3E-10) \times AADT + .26 \times \text{Lanes} - .438 \times \text{Div} + .47 \times \text{LN}(\text{Rider} + 1) + .85 \times \text{LN}(\text{SVI} + 1) + 1.23 \times \text{Int})}$ = 0.22

Predicted Crash Cost (\$/yr)	\$444,989
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Countermeasure Name	Service Life	Crash Reduction Factors (CRF)	
		Capital Recovery factor	CRF Ped
Raised Crosswalk	15	0.102	54.0%
User override of values			

Capital recovery is based on service life

You may look up any countermeasure with a source and enter the CRFs (i.e., the percent reduction in crashes)

Cost		
	<i>It is recommended that you define your own cost. Predefined costs are high level</i>	User override values
Engineering	\$20,000.00	
Right of Way	\$0.00	
Utility	\$0.00	
Construction	\$80,000.00	
Total	\$100,000.00	

Expected Benefit Cost B/C	
Observed Life Cycle Benefit	\$67,824.00
Predicted Life Cycle Benefit	\$240,294.14
Expected Life Cycle Benefit (B)	\$154,059.07
Life Cycle Cost (C)	\$10,200.00
B/C	15.10

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
CITY OF CLEVELAND**

THIS AGREEMENT is entered into this 1st day of July, 2026, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and City of Cleveland, a department, authority, agency or political subdivision of the State of Georgia (“Governmental Entity”).

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2026, through 11:59 p.m. on June 30, 2027(“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

City of Cleveland
 Attn: Josh Turner, Mayor
 85 S Main St
 Cleveland, Ga 30528-1301
lritchie@cityofclevelandga.org

If to Department:

Bryan Wilson
 Interim General Counsel
 Georgia Department of Corrections
 State Office South, Gibson Hall, 3rd Floor
 P.O. Box 1529
 Forsyth, GA 31029

With a copy to:

Colwell Probation Detention Center
 Attn: Tina Sosebee
 189 Beasley Street
 Blairsville, GA 30512
tina.sosebee@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

- 9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
- 10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
- 11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
- 12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Bryan Wilson
Interim General Counsel

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity.

Governmental Entity shall supply a mobile communication device, such as a secure cell phone, in each vehicle used for transporting Work Details to ensure emergency communication and real-time GPS tracking. All costs associated with procuring, maintaining, and operating this device shall be borne by the Governmental Entity. In the event a mobile radio should become required by the Department, it must comply with 47 CFR Part 90 (including § 90.203(j) efficiency standards) and 47 CFR § 90.205, with prohibited technology from the FCC’s Covered List excluded per 47 U.S.C. § 1601.

Additionally, the Governmental Entity must secure automobile liability insurance for the vehicle's operation and provide proof of this insurance to the Department within 30 days of the agreement's start. They are also responsible for supplying all necessary tools, equipment, and safety gear, ensuring that gasoline is stored and carried only in containers approved for this purpose by the National Fire Protection Association. Finally, the

Governmental Entity assumes full responsibility for the maintenance and security of all the equipment it has provided.

- C. Compensation. The Governmental Entity agrees to pay the Department the sum of Fifty-Six Thousand Nine Hundred, Sixty-Two Dollars and Twenty-Nine Cents (\$56,962.29) per year for the Term of this Agreement. The Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. The Governmental Entity expressly agrees to pay the Department for any overtime provided by the Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Ninety-Six Dollars and Sixty-Eight Cents (\$296.68) per detail. Where possible, the Department will give advance notice to the Governmental Entity of Off Days and will provide the Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due to the Governmental Entity shall be noted by the Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

**City of Cleveland
TMHCC Coverage Summary
2026-27**

Item # 6.

COVERAGE	EXPIRING PREMIUM	ANNUALIZED PREMIUM	PROPOSED PREMIUM	COMPANY	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY	\$10,136	\$10,136	\$10,750	TMHCC (U.S. Specialty)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	<i>Per Occurrence/Aggregate</i>	\$2,500	\$2,500
Products & Completed Operations	Included	Included	Included		\$2,000,000	\$2,000,000	<i>Aggregate</i>	\$2,500	\$2,500
Personal & Advertising Injury	Included	Included	Included		\$1,000,000	\$1,000,000		\$2,500	\$2,500
Medical Expense	Included	Included	Included		\$10,000	\$10,000		\$2,500	\$2,500
Abuse or Molestation	Included	Included	Included		\$500,000/\$1,000,000	\$500,000/\$1,000,000	<i>Per Occurrence/Aggregate</i>	\$2,500	\$2,500
Failure to Supply	Included	Included	Included		Included	Included	<i>Annual Aggregate</i>	\$2,500	\$2,500
Limited Pollution	Included	Included	Included		Included	Included	<i>Annual Aggregate</i>	\$2,500	\$2,500
Sewer Backup	Included	Included	Included		Included	Included	<i>Annual Aggregate</i>	\$2,500	\$2,500
EMPLOYEE BENEFITS LIABILITY	Included	Included	Included		\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Retro Date: 6/30/2012	\$1,000	\$1,000
PUBLIC OFFICIALS LIABILITY	\$13,686	\$13,686	\$14,653	TMHCC (U.S. Specialty)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	<i>Per Occurrence/Aggregate</i>	\$10,000	\$10,000
Backwages	Included	Included	Included		Included	Included		\$10,000	\$10,000
Non-Monetary Relief	Included	Included	Included		\$25,000/\$50,000	\$25,000/\$50,000	<i>Per Suit/Aggregate</i>	\$10,000	\$10,000
Retro Date: 6/30/2014	Included	Included	Included						
EMPLOYMENT PRACTICES LIABILITY	Included	Included	Included	TMHCC (U.S. Specialty)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	<i>Per Occurrence/Aggregate</i>	\$10,000	\$10,000
Non-Monetary Relief	Included	Included	Included		\$25,000/\$50,000	\$25,000/\$50,000	<i>Per Suit/Aggregate</i>	\$10,000	\$10,000
Retro Date: 6/30/2014	Included	Included	Included						
LAW ENFORCEMENT LIABILITY	Included	Included	Included	TMHCC (U.S. Specialty)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	<i>Each Occurrence/Aggregate</i>	\$10,000	\$10,000
CYBER LIABILITY	\$9,000	\$9,000	\$9,000	Houston Casualty	\$1,000,000	\$1,000,000		\$5,000	\$5,000
Retro Date - Full Prior Acts									
Policy Fee	\$195	\$150	\$195						
Est. SLT 4%	\$368	\$368	\$368						
AUTOMOBILE LIABILITY	\$80,936	\$80,936	\$84,998	TMHCC (U.S. Specialty)	\$1,000,000	\$1,000,000	<i>Combined Single Limit</i>	\$0	\$0
Uninsured/Underinsured Motorist	Included	Included	Included		\$500,000	\$500,000	<i>Owned Autos Only</i>	\$0	\$0
Non-Owned	Included	Included	Included		Included	Included		\$0	\$0
Excess Hired	Included	Included	Included		Included	Included		\$0	\$0
Medical Expense	Included	Included	Included		\$5,000	\$5,000		\$0	\$0
Number of Units with Liability	Included	Included	Included		63	63	<i>Autos</i>		
AUTOMOBILE PHYSICAL DAMAGE	Included	Included	Included	TMHCC (U.S. Specialty)				See Schedule	See Schedule
Comprehensive/Collision	Included	Included	Included		Actual Cash Value	Actual Cash Value		\$5,000/\$5,000	\$5,000/\$5,000
Hired Auto	Included	Included	Included		\$50,000	\$50,000			
CRIME	\$1,496	\$1,496	\$1,496	TMHCC (U.S. Specialty)				\$1,000	\$1,000
Employee Theft	Included	Included	Included		\$100,000	\$100,000	<i>Per Loss</i>	\$1,000	\$1,000
Forgery or Alteration	Included	Included	Included		\$100,000	\$100,000		\$1,000	\$1,000
Inside the Premises	Included	Included	Included		\$100,000	\$100,000	<i>Theft of Money & Securities</i>	\$1,000	\$1,000
Outside the Premises	Included	Included	Included		\$100,000	\$100,000		\$1,000	\$1,000
Computer & Funds Transfer Fraud	Included	Excluded	Included		\$100,000	\$100,000		\$1,000	\$1,000
Money Orders & Counterfeit Currency	Included	Excluded	Included		\$100,000	\$100,000		\$1,000	\$1,000
PROPERTY	\$22,776	\$24,905	\$24,282	TMHCC (U.S. Specialty)				\$5,000	\$5,000
Blanket Property and Contents	Included	Included	Included		\$21,570,882	\$23,587,352	<i>No Coinsurance/Replacement Cost</i>	\$5,000	\$5,000
Equipment Breakdown	Included	Included	Included		Subject to Policy Limits	Subject to Policy Limits	<i>Location 36.1 is Outside Blanket</i>	\$5,000	\$5,000
FLOOD	Included	Excluded	Included		\$1,000,000	\$1,000,000		\$50,000	\$50,000
EARTHQUAKE	Included	Excluded	Included		\$1,000,000	\$1,000,000		\$50,000	\$50,000
INLAND MARINE	Included	Included	Included		\$1,750,147	\$1,810,147	<i>Total Limit</i>		
Contractors Equipment	Included	Included	Included		\$1,425,147	\$1,485,147	<i>Scheduled</i>	\$1,000	\$1,000
Scheduled Equipment	Included	Included	Included		Included	Included		\$1,000	\$1,000
Misc. Scheduled Property	Included	NA	Included		\$175,000	\$175,000		\$1,000	\$1,000
Blanket Unscheduled	Included	Included	Included		Included above	Included above	<i>\$2,500 Per Item Limit</i>	\$1,000	\$1,000
EQUIPMENT BREAKDOWN	Included	Included	Included		Included	Included		\$2,500	\$2,500
Business Income	Included	Included	Included		\$100,000	\$100,000		\$2,500	\$2,500
UMBRELLA	\$21,892	\$23,071	\$25,000	TMHCC (U.S. Specialty)	\$5,000,000/\$5,000,000	\$5,000,000/\$5,000,000	<i>Per Occurrence/Aggregate</i>	-	-
Underlying: GL Auto, Law, POL/EPL, & EBL							<i>Silo'd Over Each LOB</i>		
TERRORISM	\$722	\$722	\$795	Renewal Rate					
TOTAL PREMIUM	\$161,207	\$164,470	\$171,537	4%					

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.





TMHCC Public Risk Georgia

Quote Date: **May 6, 2026**
 Quote for: **CITY OF CLEVELAND**
 Policy Term: **06/30/2026 - 06/30/2027**
 Payment Plan: **Annual**
 Company: **U.S. Specialty Insurance Company**
 Policy #: **U26PKG82143-01**

General Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Subject to \$2,500 Deductible - Including Claims Expense

Deductible Applies to: Bodily Injury/Property Damage

Basis of Deductible: Per Occurrence

Sexual Abuse Endorsement

\$500,000 / \$1,000,000

Damage to Premises Rented to you

\$1,000,000

Medical Payments

\$10,000

Cemetery Professional

No Coverage

Pesticide or Herbicide

\$25,000 per Occurrence / \$25,000 Aggregate

Nurses Professional Liability

No Coverage

Failure of Dam, Reservoir, Levee, Dike Coverage

No Coverage

Emergency Response Operations

Included

Mutual Aid Property Damage

\$10,000

Sewer Backup Liability

\$1,000,000 / \$3,000,000

Sewer Backup Liability is part of and not in addition to General Liability Limits

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage. All fireworks displays must be ignited/discharged by a licensed and insured pyro technician. Additional Premium will apply.

Employee Benefits - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Subject to \$1,000 Deductible - Including Claims Expense

Claims Made Retro Date: 06/30/2012

Liquor Liability - Coverage limited to Host Liquor

Public Officials Wrongful Acts Liability - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$10,000 Deductible - Including Claims Expense

Claims Made Retro Date: 06/30/2014

Non-Monetary Damage - \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to \$10,000 Deductible

Private Property Use Restriction Sublimit \$1,000,000 per Occurrence / \$1,000,000 Aggregate - Defense Inside Limit

Subject to \$10,000 Deductible



TMHCC Public Risk Georgia

Employment Practices Liability Insurance - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$10,000 Deductible - Including Claims Expense

Claims Made Retro Date - 06/30/2014

Non-Monetary Damage - \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to \$10,000 Deductible

Wage and Hour Defense Coverage - \$25,000

Subject to \$10,000 Deductible

Non-Employment Related Harassment - Medium Hazard

Subject to \$10,000 Deductible

Law Enforcement Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$10,000 Deductible - Including Claims Expense

Non-Monetary Damage - No Coverage

Excess Liability

Coverage applies to General Liability, Employee Benefits, Public Officials Wrongful Acts, Employment Practices, Law Enforcement, Auto Liability,

Subject to \$5,000,000 per Occurrence / \$5,000,000 Aggregate

Excludes Zoning, Regulation, and Permissive Use of Property

Excludes Uninsured Motorist and Underinsured Motorist Coverage

Abuse or Molestation Exclusion Applies

Liquor Liability Limited to Host Liquor Only

Pollution Exclusion Exception - Pollution with Sewer, Potable Water and Hostile Fire

Dam, Reservoir, Levee, Dike: No Coverage

Employers Liability - No Coverage

Property

Total Building and Contents Limit

\$23,587,352

Coinsurance - N/A

Subject to:

\$5,000 Deductible

Blanket Basis

Included

Agreed Amount

Included

Building Valuation - per schedule on file with company

Replacement Cost

Special Form

Included

Accounts Receivable

\$250,000 any one occurrence

Animal Mortality

\$10,000 any one occurrence

Building Ordinance or Law

\$250,000 Undamaged portion / or demolition
10% of reported values (Increased cost of construction)

Business Income

\$100,000 any one occurrence

Extra Expense

\$500,000 any one occurrence

Communication Towers

\$100,000 any one occurrence

Debris Removal

25% of loss + \$10,000 any one occurrence

Electrical Utility Service Interruption

\$25,000 any one occurrence

EDP Coverage

\$250,000 any one occurrence

In transit subject to \$10,000 limit

Mechanical breakdown subject to \$10,000 limit

Fairs or Exhibitions

\$50,000 any one occurrence



TMHCC Public Risk Georgia

Fine Arts	\$5,000 any one item, \$25,000 any one occurrence
Fire Department Service Charge	\$5,000 for your liability
Foundations of Machinery	\$500,000 any one occurrence
Fire Equipment Recharge	\$5,000 for each separate 12 month period
Golf Course Greens	\$100,000 any one occurrence
Grounds Maintenance Equipment	\$100,000 any one occurrence
Inventory or Appraisal	\$10,000 any one claim
Newly Acquired or Constructed Prop – Building	\$1,000,000 at each building
Newly Acquired or Constructed Prop – Contents	\$250,000 at each building
Paved Surfaces	\$100,000 any one occurrence
Personal Property of Others	\$15,000 any one occurrence
Property in Transit	\$25,000 any one occurrence
Property off Premises	\$100,000 any one occurrence
Underground Pipes, Flues or Drains	\$1,000,000 any one occurrence
Valuable Papers & Records – Cost of Research	\$100,000 any one occurrence
Water Back Up – Sewer or Drain	\$25,000 for direct physical loss or damage
Unnamed Locations	No Coverage
Expediting Expense	No Coverage
Earthquake Coverage	\$1,000,000 subject to \$50,000 Deductible
Flood Coverage	\$1,000,000 subject to \$50,000 Deductible

Any location in the following flood zones are excluded: Flood Zones A, A1 - A30, A99, AE, AH, AO, AR, AR/AE, AR/AO, AR/A1 - A30, AR/A, V, V1 – V30, VE. Additionally, we will not cover FEMA zones designated as B or X (shaded). Any areas later designated by FEMA as a high-risk area at the time of a Covered Cause of Loss is also subject to this limitation.

Equipment & Mechanical Breakdown (Boiler)

Included

Subject to: \$2,500 Deductible

Automobile

Based on 63 vehicles - Schedule on File with Company

Subject to \$1,000,000 Liability Limit

Subject to \$0 Deductible

Emergency Vehicle Endorsement - Broad Form

\$500,000 Uninsured Motorist Coverage limit

\$5,000 Medical Payments

Hired and Non-Owned Automobile Liability

Hired Auto Physical Damage

\$50,000 Hired Auto Physical Damage Amount

Subject to \$50 Comprehensive Deductible

Employee Hired Auto - \$35,000 Each Covered Auto, \$500 Deductible applies

Physical Damage per schedule on file with company

Comprehensive Deductible: \$1,000, \$2,500, or \$5,000 Per Auto, Per Schedule on File

Collision Deductible: \$1,000, \$2,500, or \$5,000 Per Auto, Per Schedule on File

Physical Damage to Volunteers or Employees Personal Auto

Auto Catastrophic Coverage - No Coverage

Garage Keepers Legal - No Coverage

Impound Vehicles Coverage - No Coverage



TMHCC Public Risk Georgia

Inland Marine

Subject to \$1,000 Deductible

Scheduled Contractors Equipment – Per Schedule on file with company	\$1,485,147
Valuation:	Replacement Cost - Per Schedule on file
	90% Coinsurance
Misc. Property & Equipment	\$175,000
No single item to exceed \$25,000 in value	
Emergency Portable Equipment	\$50,000
Valuation:	Replacement Cost applies to Misc. Property & Equipment and Emergency Portable Equipment
Contractors Equipment Rented from Others less than 90 days	\$100,000
Rental Reimbursement	\$2,500
Flood Limit	No Coverage
Earth Movement Limit	No Coverage
Total Limit	\$1,810,147

EDP - Limited to coverage provided under Property Extensions

Crime

Coverage Form B, C & F Subject to \$1,000 Deductible

B. Forgery or Alteration	\$100,000
C. Theft, Disappearance and Destruction In/Out	\$100,000
F. Computer Fraud	\$100,000

Coverage Form O & P Subject to \$1,000 Deductible

O. Employee Dishonesty – Per Loss	\$100,000
P. Employee Dishonesty – Per Employee	No Coverage
Includes Faithful Performance	

Terrorism

Annual Package Premium:

INCLUDED

\$161,974.00

****Note: Terrorism can be Declined.**

****Note: Optional quoted premiums are not included in installment plan premiums.**

****Note: Mold, Fungi & Bacterial Exclusion Included**

****Note: Perfluorinated Compounds (PFC)/Per and Polyfluoroalkyl Substances (PFAS) Total Exclusion Included**

****Note: All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments**

****Note: Failure of any Dam, Levee or Dike Exclusion Included**



TMHCC Public Risk Georgia

Limited Terrorism coverage and pricing subject to the Terrorism Risk Insurance Act as reauthorized in 2019.

TRIA DOES NOT APPLY TO AUTO LIABILITY, AUTO PHYSICAL DAMAGE, CRIME, EMPLOYEE BENEFITS, PUBLIC OFFICIALS WRONGFUL ACTS LIABILITY OR LAW ENFORCEMENT

U.S. Specialty Insurance Company, Additional premium for limited terrorism coverage:

PROPERTY AND/OR CASUALTY LIMITED TERRORISM COVERAGE (REAUTHORIZED IN 2019) \$795

Please Note: additional fees may apply

Please Note: TRIA Premium is included in the above package premium.

NOTE: The following forms need to be signed and returned prior to binding coverage:

- ~ Application Declaration
- ~ Terrorism Form
- ~ Uninsured / Underinsured Motorist Forms

Special Conditions:

As indicated herein, this quote remains valid until 06/30/2026 and cannot be amended or altered without express written consent of TMHCC. Also, please be aware that any required subjectivities must be received, reviewed and approved, prior to binding this risk



Cyber Liability Insurance



April 07, 2026

IT'S A DIGITAL WORLD BE PREPARED

Activate

Initiate

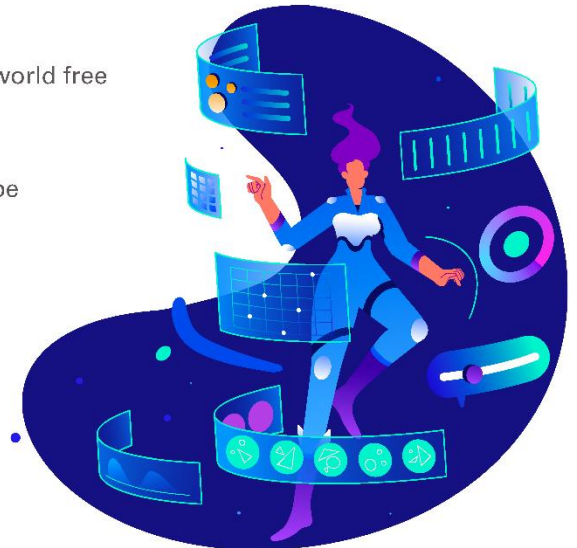
Manage

About Us

At **Tokio Marine HCC – Cyber & Professional Lines Group**, we **AIM** to create a world free of cyber and professional lines risk.

Activate this quote and bind your policy today to be more than just insured, be prepared. Be Cyber Strong®. We have the financial strength and support of a traditional insurance company, over 15 years of underwriting discipline, cutting-edge technology, and deep claims-handling expertise.

We handle thousands of cyber claims, from individuals, to small to medium-sized businesses, to large corporations. We know cyber and enable you to take on each day with confidence.



Our Cyber difference

Financial Strength

AM Best: A++ Superior

S&P Global Ratings: A+ Strong

Fitch Ratings: AA- Very Strong

Broad Cyber Coverage

Our state-of-the-art Cyber Liability insurance solution combines broad first party and third party coverage with access to expert cyber security services and claims professionals.

Third Party coverage includes

- Multimedia Liability
- Security and Privacy Liability
- Privacy Regulatory Defense and Penalties
- PCI DSS Liability
- Bodily Injury Liability
- Property Damage Liability
- TCPA Defense

First Party coverage includes

- Breach Event Costs
- Post Breach Remediation Costs
- BrandGuard®
- System Failure
- Dependent System Failure
- Cyber Extortion
- Cyber Crime
- Bricking Loss
- Property Damage Loss
- Reward Expenses
- Court Attendance Costs

Available Enhancements

- Breach Event Costs (BEC) Outside the Limit
- Non-IT Dependent System Failure
- Missed Bid Loss Sublimit Endorsement (Construction)
- Cyber Crime – \$500,000 available subject to eligibility and additional premium
- Regulatory Billing E&O (MEDEFENSE® Plus) – Subject to eligibility and additional premium (Healthcare)
- Table Top Exercises – Free for applicants over \$250 million in revenue

CONFIDENTLY & SECURELY MANAGE YOUR DATA



Premier Protection



Intelligence Driven
Monitoring and Alerting



Cyber Risk Report



Dark Web Security Scans



Tabletop exercises and
cyber-attack simulations*



Cyber Security Trainings



24/7/365 expert claims handling and
incident response cyber security experts



Phishing Simulations



Preferred Rates and partnerships
with security control vendors

Security Control Vendors

Learn more about Datto's BCDR & SaaS Protect, the leading global provider of cloud-based software.

datto

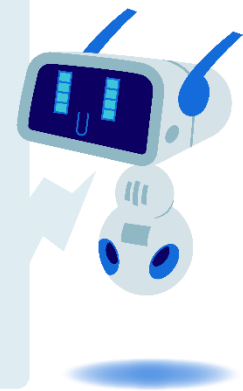
Learn more about Cisco's Duo multifactor authentication offering.



CyberNET®: Initiate and Manage Your Risk

It's not a matter of 'if', but 'when'. **Initiate** your policy now to get immediate access to premier protection to reduce your risk. We partner with you to **Manage** your cyber risk and bring value beyond insurance. With premier protection through **CyberNET®** at cybernet.tmhcc.com, you can mitigate cyber threats throughout the life of your policy. You get real-time threat alerts, cyber awareness training for you and your staff, phishing simulations through our training partner, Wizer, a cyber risk report to identify your network weaknesses with steps you can take to remedy potential security gaps, and, most importantly, connection to our cyber security experts and incident response team. If you implement tight security controls, we'll discount this quote.

Request a demo to immediately receive an email with a one-time link from cyberNET@tmhcc.com.



Let your broker know you want to bind your cyber insurance policy with us, and get **Cyber Strong®**.



We Know Risk

Our Underwriter, Khira Hobbs, at Tokio Marine HCC – CPLG prepared the following renewal quote for you after reviewing your application, network vulnerability risk scan, and analyzing your overall exposure. Here is what we know about you:

APPLICANT	City of Cleveland
STATE	Georgia
REFERENCE #	13535177
PRODUCER	Apex Insurance
PRODUCER CONTACT	Lisa Sumner
COVERAGE/POLICY TYPE	NetGuard Policy NGP 1000 (4.2020)
CARRIER	Houston Casualty Company (A++ "Superior")
NETGUARD® PLUS RETROACTIVE DATE	None; Full Prior Acts Coverage
KNOWLEDGE DATE	June 30, 2024
POLICY TERM	One Year



NETGUARD® PLUS CYBER LIABILITY INSURANCE RENEWAL QUOTE

Date: April 07, 2026

	\$1M limit	Option 2
Maximum Policy Aggregate Limit	\$1M	\$2M
Option Premium	\$9,000	\$12,855
Policy Fee (fully earned at inception)	\$195	\$195
Total Payable Premium	\$9,195	\$13,050
LIMITS PER INSURING AGREEMENT		
"NIL" or "N/A" indicates that the Coverage is not included in the quoted premium and that portion of the Policy will not apply.		
Third Party Liability Insuring Agreements (Claims Made and Reported Coverage)		
Multimedia Liability Coverage	\$1M/\$1M	\$2M/\$2M
Security and Privacy Liability Coverage	\$1M/\$1M	\$2M/\$2M
Privacy Regulatory Defense and Penalties Coverage	\$1M/\$1M	\$2M/\$2M
PCI DSS Liability Coverage	\$1M/\$1M	\$2M/\$2M
Bodily Injury Liability Coverage	\$250K/\$250K	\$250K/\$250K
Property Damage Liability Coverage	\$50K/\$50K	\$50K/\$50K
TCPA Defense Coverage	\$50K/\$50K	\$50K/\$50K
First Party Insuring Agreements (Event Discovered and Reported Coverage)		
Breach Event Costs Coverage	\$1M/\$1M	\$2M/\$2M
Post Breach Remediation Costs Coverage	\$25K/\$25K	\$25K/\$25K
BrandGuard™ Coverage	\$1M/\$1M	\$2M/\$2M
System Failure Coverage	\$1M/\$1M	\$2M/\$2M
Dependent System Failure Coverage	\$1M/\$1M	\$2M/\$2M
Cyber Extortion Coverage	\$1M/\$1M	\$2M/\$2M
Cyber Crime Coverage		
A. Financial Fraud Sublimit	\$250K/\$250K	\$250K/\$250K
B. Telecommunications and Utilities Fraud Sublimit	\$250K/\$250K	\$250K/\$250K
C. Phishing Fraud Sublimits		
1. Your Phishing Fraud Loss Sublimit	\$250K/\$250K	\$250K/\$250K
2. Client Phishing Fraud Loss Sublimit	\$250K/\$250K	\$250K/\$250K
3. Phishing Fraud Aggregate Sublimit (C.1. & C. 2 combined)	\$250K	\$250K
Cyber Crime Aggregate Limit (A., B., & C. combined)	\$250K	\$250K
Bricking Loss Coverage	\$1M/\$1M	\$2M/\$2M
Property Damage Loss Coverage	\$50K/\$50K	\$50K/\$50K
Reward Expenses Coverage	\$50K/\$50K	\$50K/\$50K
Court Attendance Costs Coverage	\$25K/\$25K	\$25K/\$25K
Additional Defense Costs Limit: (Not applicable to Bodily Injury Liability, Property Damage Liability or TCPA Defense Coverage)	NIL	NIL
Breach Event Costs Outside the Limit Enhancement:	INCLUDED	INCLUDED



DEDUCTIBLES, WAITING PERIODS, PERIODS OF INDEMNITY AND PERIOD OF RESTORATION

	\$1M limit	Option 2
NETGUARD® Plus Aggregate Deductible	\$15,000	\$15,000
DEDUCTIBLE PER INSURING AGREEMENT		
Deductibles shown below apply to each claim		
Multimedia Liability Coverage	\$5,000	\$5,000
Security and Privacy Liability Coverage	\$5,000	\$5,000
Privacy Regulatory Defense and Penalties Coverage	\$5,000	\$5,000
PCI DSS Liability Coverage	\$5,000	\$5,000
Bodily Injury Liability Coverage	\$5,000	\$5,000
Property Damage Liability Coverage	\$5,000	\$5,000
TCPA Defense Coverage	\$5,000	\$5,000
Breach Event Costs Coverage	\$5,000	\$5,000
Post Breach Remediation Costs Coverage	\$5,000	\$5,000
BrandGuard™ Coverage		
Waiting Period	2 weeks	2 weeks
Period of Indemnity	6 months	6 months
System Failure Coverage		
A. Data Recovery Deductible	\$5,000	\$5,000
B. Non-Physical Business Interruption		
Waiting Period	8 hours	8 hours
Period of Restoration	6 months	6 months
Dependent System Failure Coverage		
A. Data Recovery Deductible	\$5,000	\$5,000
B. Non-Physical Business Interruption		
Waiting Period	12 hours	12 hours
Period of Indemnity	4 months	4 months
Cyber Extortion Coverage	\$5,000	\$5,000
Cyber Crime Coverage	\$5,000	\$5,000
Bricking Loss Coverage	\$5,000	\$5,000
Property Damage Loss Coverage	\$5,000	\$5,000
Reward Expenses Coverage	\$5,000	\$5,000
Court Attendance Costs Coverage	None	None



REQUIRED ADDITIONAL UNDERWRITING INFORMATION

All quoted terms are subject to our receipt, review, and acceptance of the following information:

DUE PRIOR TO BINDING:

- No subjectivities required.

DUE WITHIN 7 DAYS OF BINDING:

- A completed Surplus Line Form ([SLFORM](#)).

NOTES AND APPLICABLE ENDORSEMENTS

NGP1082-52020	Amendment of Other Insurance Provisions: Excess Insurance
NGP1077-122023	Biometric Claims Sublimit A. Biometric Claims Sublimit: \$250,000 Each Biometric Claim / \$250,000 Aggregate B. Biometric Claims Deductible: To match option selected. C. None; Full Unknown Prior Acts.
NGP1115-112023	Dependent System Failure Non-IT Service Provider Sublimit \$1M each claim/\$1M aggregate Waiting Period: To Match DSF Waiting Period hours
NGP1078-52020	Nuclear Incident Exclusion
NGP1076-42020	Policyholder Disclosure Notice of Terrorism Insurance Coverage
NGP1075-42020	Service of Suit
NGP1109-102023	War and Cyber Operation Exclusion
NGP1142-122024	Cyber Crime Amendatory Undelivered Goods or Services
NGP1146-52025	Cyber Extortion Amendatory: Pay on Behalf
NGP1156-12026	Proof of Loss One hundred and eighty (180) days
NGP1158-22026	Deepfake Response Sublimit Deepfake Response Sublimit: \$250,000 each claim / \$250,000 Aggregate Deepfake Response Deductible: To match option selected



TERMS AND CONDITIONS

Third Party Liability Coverage provided on a claims-made and reported basis. First Party Coverage provided on an event discovered and reported basis.

If coverage is bound, the Applicant consents to periodic non-intrusive scans of the Applicant's internet-facing systems/applications for common vulnerabilities. The individual responsible for the Applicant's network security, as designated on the Application for this insurance, will receive direct communications from the Insurer and/or its representatives regarding the results of such scans and any potentially urgent security issues identified in relation to the Applicant's organization.

Payment of premium is due 30 days from the effective date of coverage.

Renewal Quote is valid through June 30, 2026. Underwriters reserve the right to change the terms indicated or decline to quote the account.



Cleveland City Council Meeting Minutes

Monday, May 18, 2026 at 6:30 PM

Oak Springs Community Center/Police Department – 342 Campbell Street, Cleveland, GA

CALL TO ORDER

Mayor Turner called the meeting to order at 6:30 p.m.

PRESENT:

Mayor Josh Turner, Council Members Nan Bowen (Mayor Pro Tem), Annie Sutton, Jeremy McClure, and C.J. McDonald

Also, present were City Manager Kevin Harris, City Attorney Keith Whitaker, and City Clerk Lisa Ritchie

INVOCATION

1. Associate Pastor John Luna, Cleveland Worship Center, and White County Ministerial Alliance

PLEDGE OF ALLEGIANCE

APPROVE AGENDA

Motion by Council Member McClure, seconded by Council Member Sutton, and voted, unanimously, to approve the agenda.

PRESENTATIONS

2. Georgia Cities Week Jack P. Nix Elementary School coloring contest winners

Mayor Turner expressed his appreciation to Katie DeFoor, art teacher at Jack P. Nix, for her dedication and the exceptional work she has done with students in creating such beautiful entries.

Mayor Turner awarded the following students as follows:

4th Place Winner - Autumn Rewis (Kindegarten)

3rd Place Winner - Avaleigh Stinson (4th Grade)

2nd Place Winner - McKenna McDonald (3rd Grade)

1st Place Winner - Evelyn Trump (Kindergarten)

3. Cleveland White 250 Art Contest and Run for Freedom 5K T-Shirt Art Contest

Mayor Turner stated that July 4, 2026 marks the 250th anniversary of the signing of the Declaration of Independence on July 4, 1776.

He then presented the Cleveland/White 250 awards, recognizing Ezra Dockery as the Cleveland/White 250 Art Contest Winner.

Faith Bunch was named the winner of the Cleveland/White 250 Run for Freedom 5K T-shirt design; however, she was unable to attend the meeting, and Mayor Turner indicated her award would be presented at a later date.

At the conclusion of the presentations, Mayor Turner invited the children in attendance to come forward and bang the gavel as they exited.

4. New White County Library Naming & Sponsorship Opportunities - Informational Presentation for future consideration

Nadine Wardenga addressed the Mayor and Council Members. She presented White County Library naming and sponsorship opportunities. She stated that ground breaking is planned for October or November.

PUBLIC COMMENTS

There were no comments from the public.

DEPARTMENT REPORTS

5. Economic Development and Planning Director Tom O'Bryant – April 2026 Report

Mr. O'Bryant addressed the Mayor and Council Members. He reported the following April items:

- Occupational License - 1
- Building Permits - 4
- Building Inspections - 21
- Sign Permits - 1
- Plan Review - 2
- Current Commercial Activity - 8
- Development Inquiry - 2

Grant Applications and Administration:

- Appalachian Regional Commission well project: Rindt is preparing the preliminary engineering report and survey work is beginning.
- The Wastewater Treatment Plant held the ground breaking ceremony. The notice to proceed date and preconstruction meeting was held on May 11.
- Georgia Rural Workforce Initiative for funding for Campbell Street sewer relief line for servicing Talon Village: DCA held a site visit scheduled for implementation procedures. A contract was developed with the city engineer to implement the project.

Infrastructure and Planning:

- Established the US Census Bureau report on construction status of the WWTP expansion, including expenditures.
- The Cleveland DDA met on April 16th. They completed the development of a survey for downtown Cleveland, organized to develop and implement a parking study, and discuss mandatory DDA training scheduled in August.

6. Finance Director John Solmon – March 2026 Report

Mr. Solmon addressed the Mayor and Council Members. He reported the following March items:

- General Fund: Revenues are down, expenses are up
- LOST and SPLOST Collections: down 9% for the month and 3% for the year

- Public Safety (Police and Fire) is 56% of the general fund expenditure

- Water and Sewer Fund Revenue is up and expenses are down

7. Fire Chief Jason Bryant – April 2026 Report

Fire Chief Bryant addressed the Mayor and Council Members. He reported the following April items:

- Total of 122 incidents (64 inside the city limits, 49 automatic aid, and 9 other)

- Total of 531 incidents in 2026 compared to 527 in 2025, an increase of .76%

- Fire Department personnel completed 420 hours of documented training hours.

- An Aerial Operator Certification course, produced five new Nationally Certified Aerial Operators

- The Fire Station Open House was attended by 75 people. He expressed appreciation to Ms. Ritchie for her assistance with it.

- Automatic Aid has increased 48%

8. Police Chief Jeff Shoemaker – April 2026 Report

Chief Shoemaker addressed the Mayor and Council Members. He reported the following April items:

Total occurrences – 1,871

- Public assist - 315

- Premise checks – 1,208

- Field interviews – 12

- Incident reports – 52

- Accident reports – 16

- Investigative/Supplemental – 18

- Use of force – 0

- Citations – 88

- Warnings – 135

- Warrants – 6

- Juveniles – 1

- Admin: Alcohol Badges, CHRI, Peddler – 20

- Arrests - 3

- Car Seat Installs - 2

9. Public Works Director Ricky Hunt – April 2026 Report

Mr. Hunt was not in attendance. Mr. Harris reported the following April items:

- Dumpster repair/replace – 1

- Culvert Clean Out - 2

- Payment Areement - 1

- Service on Vehicles - 1

- Residential Just unlock - Do Not Turn On - 1

- Meter Change Out - 11

- City Hall Office Maintenance - 2
- Cut off and lock meter (nonpayment) – 27
- City Park Repairs/Maintenance - 1
- Check for Leak – 4
- Final reading do not lock – 19
- Garbage request – 13
- Sewer backup – 1
- Meeting with customer – 6
- Final read and lock meter – disconnect – 15
- Garbage Request Change - 1
- Meter inspection – 33
- Residential turn on – 32
- Commercial turn on – 5
- Street R-O-W Maintenance - 3
- Meter readings (monthly) – 2,300
- Meter re-reads (monthly) – 50
- Utility locates – 102

- Outside New Water Cut-In & Sewer Cut-In - 1

- After hours work – 4

TOTAL SERVICE ORDERS: 2,636

- Inmates worked 10 of their scheduled (17) workdays
- Routine sewer lift stations daily inspections – 9 lift stations, 7 days a week
- Sanitation (Residential & Commercial) – 58 loads collected, 189.05 tons of waste transported to the transfer station
- White County's proposed budget shows a proposed increase in tonnage.
- Cleveland/White 250 Banners are being installed around the square and Freedom Park.
- Working on playground improvements

10. Water Resources Laboratory Technician Bradley Filaski – April 2026 Report

Mr. Filaski addressed the Mayor and Council Members. He reported the following April items:

Water Treatment

- City wells produced 16.3 MG
- Purchased 6.3 MG from the County
- Flushed 3 hydrants for water quality
- Performed 195 laboratory tests on drinking water
- Collected and shipped all required monthly samples to EPD's lab
- Submitted all monthly operating reports to EPD

- Issued 1 boil water advisory to EPD, testing came back negative
- Water loss for the month was 25.2%

WATER RECLAMATION:

- Discharged 10.3 MG of treated effluent into the Tesnatee Creek
- Performed 108 laboratory tests on influent and effluent wastewater
- Cleaned and changed UV lamps
- Submitted the discharge monitoring report to EPD
- Filled potholes with gravel on the road around the pond
- Greased blowers
- Cleaned aerators at the influent

INDUSTRIAL PRETREATMENT:

- Reviewed Cobb-Vantress and NOK self-monitoring reports

NEW BUSINESS

11. Private Sector Appointee on the Georgia Mountains Regional Commission (GMRC)

Mr. Harris stated that the appointment represents private businesses and is a joint appointment made in coordination with White County.

Motion by Council Member McDonald, seconded by Council Member McClure and voted, unanimously, to approve the reappointment of Lauren Williams as the private sector representative on the Georgia Mountains Regional Commission for a term beginning July 1, 2026, and ending June 30, 2027.

12. Election of Georgia Municipal Association's (GMA) District 2 Officers for the 2026-2027 year

Mayor Turner stated Georgia Municipal Association Nominating Committee's District 2 Officer nominations for 2026-2027 as follows:

- President - Mark Reed, Commissioner, Cornelia
- First Vice President - Courtney Umbehant, Mayor, Lavonia
- Second Vice President - Josh Turner, Mayor, Cleveland
- Third Vice President - Shawn Allen, Councilmember, Demorest

Motion by Council Member Bowen, seconded by Council Member Sutton, and voted, unanimously, to approve Georgia Municipal Association Nominating Committee's District 2 Officer nominations for 2026-2027 as stated.

13. Approval of the Engagement Letter with Walker Pierce & Tuck for Auditor Services for FY2026/2027

Mr. Solmon addressed the Mayor and Council Members. He recommended approving the engagement letter.

Motion by Council Member Sutton, seconded by Council Member McClure and voted, unanimously, to approve the Engagement Letter with Walker Pierce & Tuck for Auditor Services for FY2026/2027.

14. On-Call water, sewer, and stormwater emergency and repair services

Mr. Harris reported that a Request for Proposals (RFP) process had been initiated. A Selection Committee reviewed the submissions and unanimously recommended Kytle Backhoe and Construction, LLC, with Townley Construction identified as the backup contractor.

Council Member McDonald noted that he has worked with both vendors and stated that they do excellent work and are strong selections.

Motion by Council Member McDonald, seconded by Council Member McClure and voted, unanimously, to approve the On-Call water, sewer, and stormwater emergency and repair services to Kytile Backhoe and Construction, LLC, with Townley Construction to serve as the backup.

Mayor Turner expressed appreciation to Mr. Harris. He said this is an important resource for Cleveland.

15. Road disposition request for 235 Church Street from Don and Donna Stockwell

Don Stockwell addressed the Mayor and Council, requesting consideration of the disposition of 235 Church Street. He stated that he is interested in acquiring the easement, noting that the street runs through his property.

Mr. Whitaker explained that there is a statutory process for the abandonment of a municipal roadway, which includes requirements for disposal, public notification, signage, and related procedures.

Without objection from the Council, Mayor Turner directed Mr. Harris and Mr. Whitaker to provide the Stockwells with a written explanation of the process. He stated that the Stockwells may then bring their request back before the Mayor and Council for further consideration.

16. Turner Creek Water Treatment Plant Budget

Mayor Turner presented the Turner Creek Water Treatment Plant budget. He stated that the agreement between the White County Water Authority and the City of Cleveland requires that the Turner Creek Water Treatment Plant operate on a break even budget with any deficiencies at the end of the year, the cost is split based on the Wheelage Agreement between the Water Authority and the City. He said the budget can not be approved by the Water Authority until it is approved by the City. Council Member McClure asked the Mayor if he had any issues with the budget. He said he did not.

Motion by Council Member McClure, seconded by Council Member Bowen and voted, unanimously, to approve the TCWTP budget as presented.

17. Consideration of a motion authorizing the establishment of a separate bank checking account for the collection and administration of Floating Local Option Sales Tax (FLOST) proceeds

Mr. Harris discussed the item. He said a separate checking account is needed for administration of revenues and to ensure property segregation of the funds.

Mayor Turner reiterated that voters of White County significantly approved FLOST.

Motion by Council Member McClure, seconded by Council Member Bowen and voted, unanimously, to approve authorizing the establishment of a separate bank checking account for the collection and administration of Floating Local Option Sales Tax (FLOST) proceeds.

CALLED MEETING/MEETING MINUTES

18. May 4, 2026 Meeting Minutes

Motion by Council Member Bowen, seconded by Council Member McDonald and voted, unanimously, to approve the May 4, 2026 Meeting Minutes with corrections to two scrivener errors.

EXECUTIVE SESSION MINUTES

19. May 4, 2026 Executive Session Minutes

Motion by Council Member McDonald, seconded by Council Member Sutton and voted, unanimously, to approve the May 4, 2026 Executive Session Minutes.

CITY ATTORNEY KEITH WHITAKER

Mr. Whitaker had no items to report.

CITY MANAGER KEVIN HARRIS

Mr. Harris discussed the upcoming budget hearings.

ANNOUNCEMENTS

Ms. Ritchie gave the announcements.

20. City offices will be closed on Monday, May 25, 2026, in observance of Memorial Day
 21. The Mayor, Council Members, and staff will attend a retreat on Wednesday, May 27, Thursday, May 28, and Friday, May 29, in Buford, Georgia
 22. The Planning and Zoning Meeting is scheduled for Thursday, May 28, 2026, at 6:30 p.m. at the Oak Springs Community Center/Police Department
 23. The next Cleveland City Council Meeting is scheduled for Monday, June 1, 2026, at 6:30 p.m., at the Oak Springs Community Center/Police Department
- Mayor Turner reminded everyone that tomorrow is election day and the polls are open from 7:00 a.m. until 7:00 p.m.

EXECUTIVE SESSION

Motion by Council Member Bowen, seconded by Council Member McDonald and voted, to enter an Executive Session at 7:42 p.m.

24. Real Estate

Motion by Council Member Bowen, seconded by Council Member McClure and voted, unanimously, to adjourn the Executive Session and return to the Meeting at 8:48 p.m.

Council Member McDonald opened the door to allow citizens to return to the regular meeting.

ADJOURN

Motion by Council Member McClure, seconded by Council Member Sutton and voted, unanimously, to adjourn the Meeting of May 18, 2026, at 8:49 p.m.