



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, July 3, 2024 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

Benjamin Marchant

Fernley City Council Chambers, 595 Silver Lace Boulevard, Fernley, NV 89408

Zoom information:

Please click the following link to join the webinar: <https://us02web.zoom.us/j/82966343247>, or one tap_mobile: 12532158782, Dial: 669 900 9128, Webinar ID: 829 6634 3247

Public Notice: This agenda has been physically posted in compliance with 241.020 at Fernley City Hall, 595 Silver Lace Blvd. In addition, this agenda has been electronically posted in compliance with NRS 241.020(3) at www.cityoffernley.org and NRS 232.2175 at <https://notice.nv.gov/> To obtain further documentation regarding posting, please contact the City Clerk's Office at (775) 784-9830 or cityclerk@cityoffernley.org

Public Comment: Those wishing to address the City Council may submit public comment through the [online public comment form](#), or by sending an email to cityclerk@cityoffernley.org. Comments received prior to 4:00 pm the day of the meeting will be provided to City Council and added to the record but will not be read during the live meeting. Public comments received after 4 pm the day of the meeting will be included in the record but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

Accommodations: City Council and staff will make reasonable efforts to assist and accommodate individuals with disabilities desiring to attend the meeting. Please contact the City Clerk's Office at (775) 784-9830 in advance so that arrangements can be made.

Supporting Material: Staff reports and supporting material for the meeting are available at the City Clerk's Office, and on the City's website at www.cityoffernley.org Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the City Council.

Order of Business: The presiding officer shall determine the order of the agenda. The Fernley City Council may combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted. Items scheduled to be heard at a specific time will be heard no earlier than the stated time but may be heard later.

1. INTRODUCTORY ITEMS

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**

2. CONSENT AGENDA

(PLEASE NOTE: ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE, AND MAY BE ACTED UPON BY THE COUNCIL MEMBERS IN ONE MOTION, AND WITHOUT AN EXTENSIVE HEARING. ANY MEMBER OF THE COUNCIL MAY REQUEST THAT AN ITEM BE TAKEN FROM THE CONSENT AGENDA, DISCUSSED, AND ACTED UPON SEPARATELY DURING THIS MEETING.)

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Possible Action to ratify a contract with Schell Creek Construction for construction services for the In Town Park Gazebo an amount not to exceed \$28,919.00.**
- 2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Daniel Douglass, APN 020-151-05 TCID serial number 1001-W in the amount of 4.185 acre-feet.**
- 2.6. Possible Action to Approve the Will-Serve Request from Friendly 5 Village 2 for 52.16 ERC's for 52 Water Connections and for 52 Sewer Connections and Irrigation for Lyon County Parcel 021-303-66 located at 0 Farm District Rd. Fernley, NV**
- 2.7. (Possible Action) to participate in the settlement among the Settling States, the Participating Subdivisions, and Kroger in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al., Case Number A-19-796755-B," filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Kroger Settlement in the Net Allocation of \$158.62 to the City of Fernley and take all actions properly related thereto.**
- 2.8. Possible action to authorize the execution of the water rights banking and dedication agreement with David Burns and Marlo Burns, APN 021-132-54 TCID serial number 1036-B in the amount of 2.925 acre feet.**
- 2.9. (Possible Action) to approve the liquor license for The Nest.**
- 2.10. Possible Action to approve an interlocal agreement between the City of Fernley and Nevada State Parks for the removal and transport of the Schoolhouse located at the Fernley-Lassen Train Depot/Community Response and Resouce Center Property.**
- 2.11. Possible Action to Ratify a Contract for Hansford Economic Consulting to provide a Water and Sewer Utility Rate Study Update for an amount not to exceed \$44,000.**
- 2.12. Possible Action to approve a contract for Nevada Structure Movers for the removal and relocation of the schoolhouse building located at the Fernley-Lassen Train Depot/Community Response and Resource Center property for an amount not to exceed \$25,000.**

3. REPORTS - THIS ITEM IS FOR VARIOUS PUBLIC ENTITY REPRESENTATIVES TO PROVIDE GENERAL INFORMATION TO THE COUNCIL AND PUBLIC. NO ACTION WILL BE TAKEN.

- 3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.**

4. PROCLAMATIONS BY THE MAYOR

5. CLOSED PERSONNEL SESSION

5.1. Possible Action to enter into a Closed Personnel Session

5.2. CLOSED SESSION Pursuant to NRS 241.030(1) to consider the character, professional competence and qualifications of Jennie Carrick, Deputy City Treasurer

5.3. Return to Open Meeting for Discussion and Possible Action on Closed Personnel Session for Jennie Carrick, Deputy City Treasurer; Pursuant to NRS 241.030(1); including, but not limited to giving advice to staff or no action regarding Jennie Carrick, Deputy City Treasurer.

6. PRESENTATIONS

6.1. Presentation by Kimley-Horn on the status of both the North Fernley and Southwest Fernley Area Plans.

6.2. Presentation by City Engineer on Quarterly Capital Project Updates

7. STAFF REPORTS

7.1. (For Possible Action) Consideration and possible action to appeal the decision from the City Engineer denying the request to drill a new private well at 1155 Jessica Lane.

7.2. Discussion and possible action to approve a contract with Farr Construction dba Resource Development Corporation in an amount not to exceed \$4,096,995.00 for construction of the New Treated Water Reservoir; and a contract with Construction Materials Engineers to provide special inspections and material testing during construction in an amount not to exceed \$38,380.00.

7.3. For possible action to direct staff to apply for an Economic Development Agency Public Works and Economic Adjustment Assistance Programs grant for \$3.6M to fund the Early Learning Center project located at the Community Response & Resource Center site.

8. PUBLIC HEARINGS

8.1. A workshop to review and discuss revisions to Chapter 32.01 (General Provisions) and Chapter 32.02 (Definitions and Interpretations) of the City of Fernley Development Code.

8.2. (For Possible Action) Consideration, discussion, and possible action to approve Bill #350, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code to create a process to waive certain development standards in certain parts of town to aid in development and redevelopment efforts.

8.3. (For Possible Action) Discussion and possible action regarding Bill #351 as it pertains to a proposed development code text amendment (CA24004) to Fernley Municipal Code §32.03.050(c) to extend the submission requirement for a Temporary Use Permit for a special event—from seven days to thirty days—prior to the requested start date.

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

9.1. Possible action requesting a future agenda item for council to retrain on open meeting law. (Councilwoman McKay)

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: July 17th @ 5 pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ADAPCO, INC								
1751	ADAPCO, INC	137315	Vector Mosquito Bait	06/07/2024	5,918.00		100-528-617 Supplies-Chemical	624
1751	ADAPCO, INC	137446	Mosquito Larvicide	06/17/2024	5,918.00		100-528-617 Supplies-Chemical	624
Total 1751:					11,836.00			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202405D	Spanish Chavarria-Avilla	05/29/2024	160.00	06/06/2024	100-425-330 PROF SERV-INTERPRETER	524
8498	AIT ADVANCED INTERPRETING & TRANSLATION	20246AE	Spanish Ramon Ayala 23TR00175	06/03/2024	160.00	06/06/2024	100-425-330 PROF SERV-INTERPRETER	624
Total 8498:					320.00			
ALHAMBRA								
4688	ALHAMBRA	7661929060624	water service	06/06/2024	177.36	06/13/2024	510-810-614 Supplies-Plant/Shop/Maint	624
Total 4688:					177.36			
ALLDATA LLC								
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		100-480-610 AUTOMOTIVE SUPPLIES	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		100-417-610 Automotive Supplies	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		510-810-610 Automotive Supplies	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		100-575-610 Automotive Supplies	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		100-475-610 Automotive Supplies	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		510-840-610 Automotive Supplies	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		520-810-610 Supplies-Automotive	624
8930	ALLDATA LLC	INVC04555594	ALL DATA AUTOMOTIVE SERVICES	06/13/2024	45.20		100-528-610 Automotive Supplies	624
Total 8930:					361.60			
ALTRUISTIC AMERICAN								
9002	ALTRUISTIC AMERICAN	2901	Final FY23-24 Jan-Jun R2	05/22/2024	2,784.00	06/06/2024	225-575-650 Grant Awards	524
Total 9002:					2,784.00			
APPLIED SOFTWARE TECHNOLOGY LLC								
8999	APPLIED SOFTWARE TECHNOLOGY LLC	QUO-313681-H9S8F7	Bluebeam software	05/22/2024	712.50	06/06/2024	100-605-399 Prof & Tech Fees-Misc	524
8999	APPLIED SOFTWARE TECHNOLOGY LLC	QUO-313681-H9S8F7	Bluebeam Software	05/22/2024	712.50	06/06/2024	100-610-399 Prof & Tech Fees-Misc	524
8999	APPLIED SOFTWARE TECHNOLOGY LLC	QUO-313681-H9S8F7	Bluebeam Software	05/22/2024	712.50	06/06/2024	100-413-580 Training	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
8999	APPLIED SOFTWARE TECHNOLOGY LLC	QUO-313681-H9S8F7	Bluebeam Software	05/22/2024	712.50	06/06/2024	100-529-581	Dues & Memberships	524
Total 8999:					2,850.00				
AQUA BACKFLOW, INC									
8934	AQUA BACKFLOW, INC	2024-0158	Cross Connection Control Program Management	06/06/2024	294.50	06/06/2024	510-810-320	Prof Serv-Engineering	624
Total 8934:					294.50				
ARAMARK									
1895	ARAMARK	5980202867	PS rags and rugs	05/28/2024	116.77	06/06/2024	510-840-420	Contract Services	524
1895	ARAMARK	5980202883	SHIRT CONTRACT	05/28/2024	50.31	06/06/2024	100-480-600	GENERAL SUPPLIES/TOOLS	524
1895	ARAMARK	5980202884	SHOP MATS	05/28/2024	82.27	06/06/2024	510-810-614	Supplies-Plant/Shop/Maint	524
1895	ARAMARK	5980202886	Streets Work Clothing Rental	05/28/2024	43.90	06/06/2024	100-475-616	Supplies-Safety	524
1895	ARAMARK	5980202887	pants service	05/28/2024	92.99	06/06/2024	510-810-614	Supplies-Plant/Shop/Maint	524
1895	ARAMARK	5980202892	Facilities Mat and Cleaning Equipment Rental for City Hall	05/28/2024	191.58	06/06/2024	100-417-420	Contract Services	524
1895	ARAMARK	5980204747	shirt contract	06/04/2024	50.31	06/13/2024	100-480-600	GENERAL SUPPLIES/TOOLS	624
1895	ARAMARK	5980204748	Streets Work Clothing Rental	06/04/2024	43.90	06/06/2024	100-475-616	Supplies-Safety	624
1895	ARAMARK	5980204749	pants service	06/04/2024	92.99	06/06/2024	510-810-614	Supplies-Plant/Shop/Maint	624
1895	ARAMARK	5980206621	Cleaning Service	06/11/2024	116.77	06/21/2024	510-840-420	Contract Services	624
1895	ARAMARK	5980206629	shirt contract	06/11/2024	50.31	06/21/2024	100-480-600	GENERAL SUPPLIES/TOOLS	624
1895	ARAMARK	5980206630	shop mats	06/11/2024	82.27	06/21/2024	520-810-614	Supplies-Plant/Shop/Maint	624
1895	ARAMARK	5980206631	Work Clothing Rental	06/11/2024	43.90	06/21/2024	100-475-616	Supplies-Safety	624
1895	ARAMARK	5980206632	pants service	06/11/2024	92.99	06/21/2024	510-810-614	Supplies-Plant/Shop/Maint	624
1895	ARAMARK	5980206634	Mats and mops	06/11/2024	191.58	06/21/2024	100-417-600	General Supplies	624
1895	ARAMARK	5980208445	SHIRT CONTRACT	06/18/2024	50.31		100-480-600	GENERAL SUPPLIES/TOOLS	624
1895	ARAMARK	5980208446	Work Clothes Service	06/18/2024	43.90	06/21/2024	100-475-616	Supplies-Safety	624
1895	ARAMARK	5980208447	pants service	06/18/2024	92.99	06/21/2024	510-810-614	Supplies-Plant/Shop/Maint	624
Total 1895:					1,530.04				
AT&T									
13	AT&T	3520820908	07048 WTP Ethernet June24	06/01/2024	1,956.42	06/21/2024	100-417-530	Communications (Internet,Cell)	624
13	AT&T	53740 JUN 24	775 575-5455 374 0	05/26/2024	416.14	06/19/2024	100-417-530	Communications (Internet,Cell)	524
13	AT&T	53740 JUN 24	775 835-8598 165 0	05/26/2024	1,871.98	06/19/2024	100-417-530	Communications (Internet,Cell)	524
13	AT&T	96145 JUN 24	131 252-8129 614 5	06/02/2024	230.00	06/25/2024	100-417-530	Communications (Internet,Cell)	624
13	AT&T	96145 JUN 24	131 252-7192 857 4	06/02/2024	308.16	06/25/2024	100-417-530	Communications (Internet,Cell)	624
13	AT&T	98670 JUN 24	775-786-2229 867 0 MAY 20 2024- JUNE 19 2024	05/20/2024	1,464.40	06/12/2024	100-417-530	Communications (Internet,Cell)	524
Total 13:					6,247.10				
AT&T LONG DISTANCE									
448	AT&T LONG DISTANCE	815519343 June	815519343June- july 4 2024	06/04/2024	92.18	06/13/2024	100-417-530	Communications (Internet,Cell)	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 448:					92.18			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	46439	BATTERY FOR W/D VAVLE TRAILER	06/13/2024	162.00	510-810-610	Automotive Supplies	624
Total 8868:					162.00			
AWARD ZONE								
9008	AWARD ZONE	24821	Plaque/Clock	06/03/2024	87.90	100-610-600	General Supplies	624
Total 9008:					87.90			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	19563/5	plug and cord for scada computer	05/28/2024	37.97	06/06/2024	510-810-614 Supplies-Plant/Shop/Maint	524
20	BIG R OF FERNLEY	19564/5	Facilities Woodworking Supplies	05/28/2024	54.95	06/06/2024	100-417-600 General Supplies	524
20	BIG R OF FERNLEY	19565/5	Rake/shovel	05/28/2024	67.98	06/06/2024	100-575-614 Supplies-Plant/Shop/Maint	524
20	BIG R OF FERNLEY	19567/5	Family Day Propane	05/28/2024	29.93	06/06/2024	100-417-623 PROPANE	524
20	BIG R OF FERNLEY	19567/5	City Hall Kitchen Dish soap	05/28/2024	4.99	06/06/2024	100-417-600 General Supplies	524
20	BIG R OF FERNLEY	19572/5	Vector Personal Protective Gear	05/29/2024	56.92	06/06/2024	100-528-616 Safety Supplies	524
20	BIG R OF FERNLEY	19578/5	Parks moving supplies	05/29/2024	28.20	06/06/2024	100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19589/5	Parks Trimmer Fuel	05/30/2024	49.98	06/06/2024	100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19591/5	Nails and water	05/30/2024	15.87	06/06/2024	100-417-600 General Supplies	524
20	BIG R OF FERNLEY	19605/5	Parks Portable Weed Sprayer	06/03/2024	25.99	06/06/2024	100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19606/5	Clevis for pump maintenance	06/03/2024	23.76	06/06/2024	520-810-614 Supplies-Plant/Shop/Maint	624
20	BIG R OF FERNLEY	19614/5	Parks Landscaping and Irrigation Repairs	06/04/2024	82.29	06/06/2024	100-575-614 Supplies-Plant/Shop/Maint	624
20	BIG R OF FERNLEY	19629/5	Facilities Spray Paint	06/05/2024	49.95	06/06/2024	100-417-600 General Supplies	624
20	BIG R OF FERNLEY	19632/5	wedges for W/W PUMP	06/06/2024	64.04		520-810-430 Service-Repair and Maintenance	624
20	BIG R OF FERNLEY	19633/5	Weed Killer for Streets Dept	06/06/2024	239.98	06/06/2024	100-475-617 Supplies-Chemical	624
20	BIG R OF FERNLEY	19633/5	Blue Def Fluid for Streets Diesel Truck	06/06/2024	31.98	06/06/2024	100-475-610 Automotive Supplies	624
20	BIG R OF FERNLEY	19633/5	Shop Towels for Streets Dept Shed	06/06/2024	11.98	06/06/2024	100-475-614 Supplies-Plant/Shop/Maint	624
20	BIG R OF FERNLEY	19637/5	Fuel, aim n flame, propane	06/06/2024	48.73		100-528-600 General Supplies	624
20	BIG R OF FERNLEY	19646/5	Meow Mix	06/07/2024	22.95		100-525-600 General Supplies	624
20	BIG R OF FERNLEY	19666/5	DEWALT BATTERIES FOR FLEET	06/10/2024	309.95		100-480-600 GENERAL SUPPLIES/TOOLS	624
20	BIG R OF FERNLEY	19668/5	Outlets strips	06/10/2024	41.97		100-525-600 General Supplies	624
20	BIG R OF FERNLEY	19675/5	Trimmer line, auto cut head	06/11/2024	77.94		100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19677/5	PS shop suplies	06/11/2024	11.79		510-840-614 Plant/Shop/Maint. Supplies	624
20	BIG R OF FERNLEY	19679/5	Weed and Wasp Spray	06/11/2024	574.86		100-475-617 Supplies-Chemical	624
20	BIG R OF FERNLEY	19680/5	Trimmer Head	06/11/2024	39.95		100-417-600 General Supplies	624
20	BIG R OF FERNLEY	19683/15	Propane	06/12/2024	158.80		100-575-623 Propane	624
20	BIG R OF FERNLEY	19684/5	ps shop supplies	06/12/2024	175.97		510-840-614 Plant/Shop/Maint. Supplies	624
20	BIG R OF FERNLEY	19695/5	Float Valve	06/13/2024	10.99		520-810-430 Service-Repair and Maintenance	624
20	BIG R OF FERNLEY	19701/5	Trimmer string, blade, key	06/14/2024	120.63		100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19704/5	Parks Dept Tire Repair for Ride-on Lawn Mower	06/14/2024	19.98		100-575-605 Minor Equipment	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	19717/5	General Services Hardware	06/17/2024	18.86		100-417-600 General Supplies	624
20	BIG R OF FERNLEY	19723/5	Parks Department Spray Paint	06/18/2024	47.96		100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19724/5	Propane Refill	06/18/2024	135.66		100-575-623 Propane	624
20	BIG R OF FERNLEY	19724/5	Trailer hardware	06/18/2024	10.65		100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19725/5	Clevis connectors	06/18/2024	49.45		520-810-600 General Supplies	624
20	BIG R OF FERNLEY	19726/5	parts for well 4 chemical tank	06/18/2024	9.99		510-810-614 Supplies-Plant/Shop/Maint	624
20	BIG R OF FERNLEY	19731/5	PVC Fittings	06/18/2024	19.14		520-810-600 General Supplies	624
20	BIG R OF FERNLEY	19744/55	Spray Paint and Trimmer Fuel	06/20/2024	55.96		100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19745/5	METER TECH SUPPLIES	06/20/2024	64.97		510-810-614 Supplies-Plant/Shop/Maint	624
20	BIG R OF FERNLEY	19754/55	Cat Food AC	06/21/2024	22.95		100-525-600 General Supplies	624
20	BIG R OF FERNLEY	19767/5	Pipe glue, pipe coupler, pipe slip adapter	06/24/2024	65.93		100-417-600 General Supplies	624
Total 20:					2,992.79			
BLUE BEACON INC								
200	BLUE BEACON INC	4485232	Water Distribution Vactor Wash	05/31/2024	123.40	06/13/2024	510-810-610 Automotive Supplies	524
200	BLUE BEACON INC	4485232	Wastewater Vactor Wash	05/31/2024	98.80	06/13/2024	520-810-610 Supplies-Automotive	524
Total 200:					222.20			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	40824-1	CAO	05/07/2024	254.43	06/06/2024	100-414-600 General Supplies	524
6970	BOB'S PRINTING AND SIGNAGE	40824-1	Finance	05/07/2024	81.72	06/06/2024	100-415-550 Printing and Postage	524
6970	BOB'S PRINTING AND SIGNAGE	40824-1	Bldg	05/07/2024	50.48	06/06/2024	100-605-550 Printing and Postage	524
6970	BOB'S PRINTING AND SIGNAGE	40824-1	Water Dist	05/07/2024	181.67	06/06/2024	510-810-600 General Supplies	524
Total 6970:					568.30			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8899821	City Hall Towel and Tissue Paper Building Supplies	05/24/2024	341.13	06/06/2024	100-417-612 Building Maintenance Supplies	524
8837	BRADY INDUSTRIES OF NEVADA LLC	8981379	City Hall toilet paper, paper towels, plastic liners, and floor pa	06/21/2024	660.16		100-417-600 General Supplies	624
Total 8837:					1,001.29			
CAL NEVADA TOWING & TRANSPORT								
5269	CAL NEVADA TOWING & TRANSPORT	622702	1984 Chevy Motorhome Tan Towed from Cedar Drive	05/24/2024	2,000.00	06/06/2024	100-605-322 Prof Serv-Other	524
Total 5269:					2,000.00			
CDM SMITH								
8576	CDM SMITH	90207188	Surface water treatment integration	06/03/2024	34,469.30	06/21/2024	510-166100 Construction In Progress	624
Total 8576:					34,469.30			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	RM60559	Ink Cartridges	05/28/2024	294.33	06/06/2024	100-416-605 Minor Equipment	524
27	CDW GOVERNMENT INC.	RP21315	Drive for CJIS history	05/31/2024	619.12		100-414-600 General Supplies	524
Total 27:					913.45			
CEMEX CONSTRUCTION MATERIALS PACIFIC								
154	CEMEX CONSTRUCTION MATERIALS PACIFIC	9450208774	Sand and base	06/07/2024	1,781.61		510-810-431 Repairs & Maintenance-Roads	624
Total 154:					1,781.61			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	27132	In Town project design services	01/31/2024	1,563.50	06/21/2024	230-575-730 Improve other than Buildings	124
499	CFA, A BOWMAN COMPANY	435696	In Town park project design services	05/31/2024	3,088.97		230-575-730 Improve other than Buildings	524
Total 499:					4,652.47			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701060124	69701 Communications Jun 24 6/1-6/30	06/01/2024	1,332.51	06/13/2024	100-417-530 Communications (Internet,Cell)	624
4479	CHARTER COMMUNICATIONS	175970201060124	97020 Communications Jun24 6/1-7/30	06/01/2024	382.51	06/13/2024	100-417-530 Communications (Internet,Cell)	624
Total 4479:					1,715.02			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	05/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291058	05/31/2024	97.84	05/31/2024	100-415-609 Credit Card Fees - Govt Svcs	524
8637	CHASE PAYMENTECH MERCHANT SERVICES	05/2024	WATER-CREDIT CARD PROCESSING FEES 6181757	05/31/2024	2,998.98	05/31/2024	510-810-609 Credit Card Fees	524
8637	CHASE PAYMENTECH MERCHANT SERVICES	05/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291057	05/31/2024	1,061.33	05/31/2024	100-415-609 Credit Card Fees - Govt Svcs	524
8637	CHASE PAYMENTECH MERCHANT SERVICES	05/2024	SEWER-CREDIT CARD PROCESSING FEES 6181757	05/31/2024	2,998.98	05/31/2024	520-810-609 Credit Card Fees	524
Total 8637:					7,157.13			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.8094.25 JUNE 24	VILLA PARK PAVING & UTILITY RECON. HYDRANT METER	06/03/2024	715.77	06/06/2024	100-475-730 Improve other than Buildings	624
Total 32:					715.77			
CLARKE MOSQUITO CONTROL PRODUCT								
1936	CLARKE MOSQUITO CONTROL PRODUCT	5108207	Mosquito Larvicide	04/22/2024	4,380.00		100-528-617 Supplies-Chemical	424
Total 1936:					4,380.00			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	15843	Testing and Inspection services for CRRC Phase 1	06/06/2024	28,856.00		220-480-810 ARPA	624
5587	CONSTRUCTION MATERIALS ENGINEERS	15889	Testing and Inspection Services for Villa Park sewer replacem	06/10/2024	9,020.38		520-166100 Construction In Progress	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
5587	CONSTRUCTION MATERIALS ENGINEERS	15889	Testing and Inspection Services for Villa Park water replacem	06/10/2024	3,865.87		510-166100 Construction In Progress	624
Total 5587:					41,742.25			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	12113484/12113354	CREDIT CARD PROCESSING-343427	05/31/2024	5.00	06/10/2024	100-417-322 Prof Serv-Other	524
8996	CSG FORTE PAYMENTS, INC	12113484/12113354	CREDIT CARD PROCESSING-343426	05/31/2024	5.00	06/10/2024	100-575-322 Prof Serv-Other	524
Total 8996:					10.00			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	147381	CRRC Services May 1 May 31 2024	05/31/2024	33,043.00		220-480-810 ARPA	524
Total 8889:					33,043.00			
DAYTON VALLEY VETERINARY HOSPITAL LLC								
9006	DAYTON VALLEY VETERINARY HOSPITAL LLC	10178	Gianna- C08363838	03/12/2024	148.16	06/13/2024	100-525-322 Prof Serv-Other	324
Total 9006:					148.16			
DENISON AUTO INTERIORS								
6158	DENISON AUTO INTERIORS	176748	SEAT REPAIR ON STREETS TRUCK 610	05/29/2024	375.00	06/06/2024	100-475-610 Automotive Supplies	524
Total 6158:					375.00			
DOWL, LLC								
8931	DOWL, LLC	5-May 31 2024	Surveying	05/31/2024	540.00		100-610-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-8	On call GIS Support Services	05/31/2024	385.00		100-417-320 PROF SEV-ENGINEERING	524
8931	DOWL, LLC	7363.30292.01-8	On call GIS Support Services	05/31/2024	385.00		520-810-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-8	On call GIS Support Services	05/31/2024	385.00		510-810-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-8	On call GIS Support Services	05/31/2024	385.00		100-475-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-8	On call GIS Support Services	05/31/2024	385.00		100-575-320 Prof Serv-Engineering	524
Total 8931:					2,465.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	0062244334977	REIMB FOR DELTA AIRLINES-ICMA CONF. 9/21-9/25 CM	06/18/2024	607.95	06/21/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	34651451	REIMB FOR MAIN STREET NOW & LEADERSHIP WORKS	05/04/2024	1,380.28	06/06/2024	100-413-580 Training	524
8639	EMPLOYEES, CITY OF FERNLEY	3742	REIMB FOR REFRIGERATION CLASS AND TEST FEE	06/18/2024	50.00		100-480-600 GENERAL SUPPLIES/TOOLS	624
8639	EMPLOYEES, CITY OF FERNLEY	53024	REIMB FOR D-3 TESTING	05/30/2024	189.00	05/31/2024	510-810-580 Training	524
8639	EMPLOYEES, CITY OF FERNLEY	53124	REIMB FOR FAMILY DAY PICNIC; COSTCO	05/31/2024	255.54	06/06/2024	100-412-586 Employee Recognition	524
8639	EMPLOYEES, CITY OF FERNLEY	53124	REIMB FOR FAMILY DAY PICNIC; US CHEF'S STORE	05/31/2024	422.95	06/06/2024	100-412-586 Employee Recognition	524
8639	EMPLOYEES, CITY OF FERNLEY	53124	REIMB FOR FAMILY DAY PICNIC; WALMART	05/31/2024	46.31	06/06/2024	100-412-586 Employee Recognition	524
8639	EMPLOYEES, CITY OF FERNLEY	53124	REIMB FOR FAMILY DAY PICNIC; RALEYS	05/31/2024	8.01	06/06/2024	100-412-586 Employee Recognition	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8639	EMPLOYEES, CITY OF FERNLEY	568722414	REIMB FOR GAS GOV ROUND TABLE MAYOR 6/12-6/13	06/18/2024	5.27	06/21/2024	100-412-626 Gasoline	624
8639	EMPLOYEES, CITY OF FERNLEY	568722414	REIMB FOR GAS GOV ROUND TABLE CM 6/12-6/13	06/18/2024	5.28	06/21/2024	100-413-626 Gasoline	624
8639	EMPLOYEES, CITY OF FERNLEY	61124	REIMB FOR COLLECTION CERTIFICATION	06/11/2024	130.00	06/13/2024	520-810-642 Permits and Licenses	624
8639	EMPLOYEES, CITY OF FERNLEY	61224	REIMB FOR SOUTHWEST AIR-GOV. ROUND TABLE CM	06/12/2024	341.00	06/21/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	61224	REIMB FOR SOUTHWEST AIR-GOV. ROUND TABLE MAYO	06/12/2024	341.00	06/21/2024	100-412-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	61324	PER DIEM R. CARSON GFOA CONFERENCE 6/8/24-6/12/2	06/13/2024	310.50	06/13/2024	100-415-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	62424	REIMB FOR DRINKING WATER T3 EXAM APPLICATION	06/24/2024	112.75		510-840-642 Permits and Licenses	624
8639	EMPLOYEES, CITY OF FERNLEY	62424	REIMB FOR DRINKING WATER T3 EXAM FEE	06/24/2024	69.00		510-840-642 Permits and Licenses	624
8639	EMPLOYEES, CITY OF FERNLEY	645877	REIMB FOR FAMILY DAY SUPPLIES, ICE & SALAD	05/31/2024	50.93	06/06/2024	100-413-600 General Supplies	524
8639	EMPLOYEES, CITY OF FERNLEY	JUN 24	REIMB FOR MGM PARKING GOV ROUND TABLE 6/12-6/13	06/18/2024	9.00	06/21/2024	100-412-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUN 24	REIMB FOR CHEESECAKE FACTORY-MAYOR	06/18/2024	33.12	06/21/2024	100-412-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUN 24	REIMB FOR MGM PARKING- GOV ROUND TABLE 6/12-6/1	06/18/2024	9.00	06/21/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUN 24	REIMB FOR ENTERPRISE RENTAL CAR-MAYOR	06/18/2024	26.72	06/21/2024	100-412-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUN 24	REIMB ENTERPRISE RENAL CAR- CM	06/18/2024	26.71	06/21/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUN 24	REIMB FOR CHEESECAKE FACTORY-CM	06/18/2024	33.13	06/21/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUNE 2024	PER DIEM C. KASTEN - TRAINING IN ELKO	06/10/2024	147.50	06/13/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUNE 24	REIMB FOR SPIRIT AIRLINES-GOV ROUND TABLE 6/12-6/	06/12/2024	368.18	06/21/2024	100-413-582 Travel	624
8639	EMPLOYEES, CITY OF FERNLEY	JUNE 24	REIMB FOR SPIRIT AIRLINES-GOV ROUND TABLE 6/12-6/	06/12/2024	368.18	06/21/2024	100-412-582 Travel	624
Total 8639:					5,347.31			
ENDEL, RACHEL								
9009	ENDEL, RACHEL	JUNE 5 2024	LEGAL SETTLEMENT	06/15/2024	25,000.00	06/25/2024	100-414-310 Prof Serv-Legal	624
Total 9009:					25,000.00			
FERNLEY DOWNTOWN CORRIDOR ASSOC.								
8949	FERNLEY DOWNTOWN CORRIDOR ASSOC.	FY23-24	Main St Fernley Contribution	05/30/2024	25,000.00		100-413-322 Prof Serv-Other	524
Total 8949:					25,000.00			
FERNLEY HIGH SCHOOL RODEO CLUB								
8404	FERNLEY HIGH SCHOOL RODEO CLUB	FINALFY23/24R2	Final Fy23/24 R FJHSR	05/29/2024	10,200.00	06/13/2024	225-575-650 Grant Awards	524
Total 8404:					10,200.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	24-113277	PS oil	06/11/2024	172.82		510-840-430 Service-Repair and Maintenance	624
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-VECTOR	05/15/2024	87.07	06/06/2024	100-528-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-STREETS	05/15/2024	1,270.87	06/06/2024	100-475-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-BUILDING	05/15/2024	338.05	06/06/2024	100-605-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-WTP	05/15/2024	100.14	06/06/2024	510-840-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-COURT	05/15/2024	69.16	06/06/2024	100-425-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-ENGINEERING	05/15/2024	5.66	06/06/2024	100-529-626 Gasoline	524

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18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-PARKS	05/15/2024	680.40	06/06/2024	100-575-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-WW	05/15/2024	1,558.83	06/06/2024	520-810-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-ANIMAL CONTROL	05/15/2024	405.93	06/06/2024	100-525-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-WD	05/15/2024	1,601.01	06/06/2024	510-810-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-FLEET	05/15/2024	204.01	06/06/2024	100-480-626 GASOLINE	524
18	FLYERS ENERGY, LLC	CFS-3848940	GASOLINE-FACILITIES	05/15/2024	373.00	06/06/2024	100-417-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-VECTOR	05/31/2024	31.72	06/21/2024	100-528-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-STREETS	05/31/2024	1,068.90	06/21/2024	100-475-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-FACILITIES	05/31/2024	206.10	06/21/2024	100-417-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-WTP	05/31/2024	58.66	06/21/2024	510-840-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-ANIMAL CONTROL	05/31/2024	251.10	06/21/2024	100-525-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-PARKS	05/31/2024	246.74	06/21/2024	100-575-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-WW	05/31/2024	1,646.70	06/21/2024	520-810-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-BUILDING	05/31/2024	188.23	06/21/2024	100-605-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-WD	05/31/2024	1,618.03	06/21/2024	510-810-626 Gasoline	524
18	FLYERS ENERGY, LLC	CFS-3863205	GASOLINE-COURT	05/31/2024	56.11	06/21/2024	100-425-626 Gasoline	524
Total 18:					12,239.24			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0385	Lobbyist Contract JUNE 24	06/01/2024	5,800.00	06/06/2024	100-413-322 Prof Serv-Other	624
Total 8869:					5,800.00			
FREY SPRAY LLC								
9000	FREY SPRAY LLC	2507	Aerial applied mosquito abatement	05/17/2024	3,850.00	06/06/2024	100-528-430 Service-Repair and Maintenance	524
Total 9000:					3,850.00			
GRAINGER								
252	GRAINGER	9122987119	AC respirator- boot covers- trash bags etc	05/17/2024	673.64	06/06/2024	100-525-600 General Supplies	524
252	GRAINGER	9126117994	Vacuum pump repair kits	05/21/2024	162.70	06/06/2024	520-810-430 Service-Repair and Maintenance	524
252	GRAINGER	9141437088	PS sed basin 2 control panel replacement parts	06/05/2024	174.80		510-840-430 Service-Repair and Maintenance	624
252	GRAINGER	9141786633	Bleach respirators batteries etc- Gen Supplies	06/05/2024	1,182.43		100-525-600 General Supplies	624
252	GRAINGER	9142359687	First Aid Kits	06/06/2024	196.00		100-525-616 Safety Supplies	624
252	GRAINGER	9143239441	Disp spoon	06/07/2024	33.67		100-525-600 General Supplies	624
Total 252:					2,423.24			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	649320620	Communications June 24	06/01/2024	210.94		100-417-530 Communications (Internet,Cell)	624
Total 8838:					210.94			

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H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	54948	75 PC BIT SET FOR SERVICE TRUCK	05/29/2024	513.13	06/06/2024	100-480-600 GENERAL SUPPLIES/TOOLS	524
8987	H&H INVESTMENTS & TOOL SUPPLY	55194	FLEET TOOLS	06/05/2024	647.98		100-480-600 GENERAL SUPPLIES/TOOLS	624
Total 8987:					1,161.11			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111846	Misc Service Labor	05/28/2024	145.00	06/21/2024	100-605-322 Prof Serv-Other	524
70	HANNEMAN SERVICE	111847	Misc. Service Labor	05/28/2024	145.00	06/21/2024	100-605-322 Prof Serv-Other	524
70	HANNEMAN SERVICE	111849	Misc. Service Labor	06/08/2024	145.00	06/21/2024	100-605-322 Prof Serv-Other	624
70	HANNEMAN SERVICE	111850	Misc. Service Labor	06/08/2024	145.00	06/21/2024	100-605-322 Prof Serv-Other	624
70	HANNEMAN SERVICE	13836	1980 Chevy Suburban 835 W Main No Plates	05/28/2024	55.00	06/21/2024	100-605-322 Prof Serv-Other	524
70	HANNEMAN SERVICE	13837	2017 BMW 340I Nv 4882NA 823 Divot Dr.	05/28/2024	55.00	06/21/2024	100-605-322 Prof Serv-Other	524
70	HANNEMAN SERVICE	13876	2013 Silver Ford Focus, No Plates 115 Cedar	06/09/2024	55.00	06/21/2024	100-605-322 Prof Serv-Other	624
70	HANNEMAN SERVICE	13877	2005 Mitsubishi Endeavor 1A892FP 1022 Pepper	06/08/2024	55.00	06/21/2024	100-605-322 Prof Serv-Other	624
Total 70:					800.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-037	3721P GROUP HEALTH INSURANCE	06/01/2024	81,364.35	06/24/2024	100-217000 HEALTH INSURANCE PAYABLE	624
Total 4842:					81,364.35			
IBEW Local 1245								
83	IBEW Local 1245	JUN 2024-1	UNION DUES, ONE HALF OF MONTH	06/14/2024	961.49	06/14/2024	100-219900 OTHER PAYROLL PAYABLES	624
Total 83:					961.49			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUN 2024-1	FICA TAX PAYABLE, PAYROLL	06/14/2024	308.34	06/14/2024	100-211000 FICA PAYABLE	624
7879	INTERNAL REVENUE SERVICE	JUN 2024-1	MED TAX PAYABLE, PAYROLL	06/14/2024	6,071.62	06/14/2024	100-212000 FEDERAL WITHHOLDING PAYAB	624
7879	INTERNAL REVENUE SERVICE	JUN 2024-1	W/HOLD TAX PAYABLE, PAYROLL	06/14/2024	20,537.80	06/14/2024	100-212000 FEDERAL WITHHOLDING PAYAB	624
7879	INTERNAL REVENUE SERVICE	MAY 2024-3	MED TAX PAYABLE, PAYROLL	05/31/2024	6,217.68	05/31/2024	100-211000 FICA PAYABLE	524
7879	INTERNAL REVENUE SERVICE	MAY 2024-3	W/HOLD TAX PAYABLE, PAYROLL	05/31/2024	21,016.12	05/31/2024	100-212000 FEDERAL WITHHOLDING PAYAB	524
7879	INTERNAL REVENUE SERVICE	MAY 2024-3	FICA TAX PAYABLE, PAYROLL	05/31/2024	328.94	05/31/2024	100-211000 FICA PAYABLE	524
Total 7879:					54,480.50			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001895992	Code Books	06/05/2024	492.00		100-605-640 Books and Periodicals	624
617	INTERNATIONAL CODE COUNCIL	1001901701	Building Department Promo Hats	06/17/2024	72.00		100-605-600 General Supplies	624
Total 617:					564.00			

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INTERSTATE BATTERIES OF THE SIERRAS								
86	INTERSTATE BATTERIES OF THE SIERRAS	50008649	BATTERY FOR PARKS TRAILER	06/03/2024	142.95	06/06/2024	100-575-610 Automotive Supplies	624
Total 86:					142.95			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	848660-IN	oil for fleet	06/12/2024	198.31		100-480-610 AUTOMOTIVE SUPPLIES	624
Total 4329:					198.31			
JCG TECHNOLOGIES								
5871	JCG TECHNOLOGIES	9525	Liberty Meeting Player	06/01/2024	650.00	06/06/2024	100-418-342 Tech Services-Other	624
Total 5871:					650.00			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24165385	Monitoring service	06/03/2024	447.30	06/21/2024	100-417-420 Contract Services	624
8667	JOHNSON CONTROLS FIRE PROTECTION LP	51941292	PS Chem building duct smoke detector repair	05/21/2024	1,540.22	06/06/2024	510-840-430 Service-Repair and Maintenance	524
Total 8667:					1,987.52			
JUB ENGINEERS, INC								
8846	JUB ENGINEERS, INC	172822	NDOT watermain relocation project	05/22/2024	563.00		510-166100 Construction In Progress	524
Total 8846:					563.00			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	34934	Facilities Preventative Elevator Maintenance	06/01/2024	196.65	06/06/2024	100-417-420 Contract Services	624
Total 8751:					196.65			
KOLVET, BRENT								
8611	KOLVET, BRENT	05132024	CONFLICT CASE - RYAN JENKINS	05/24/2024	198.00	05/31/2024	100-425-335 PROF SERV-SENIOR JUDGE	524
Total 8611:					198.00			
LB FENCE COMPANY								
8631	LB FENCE COMPANY	2046	Villa Park Reconstruction project Const. Services	06/02/2024	1,688.00		100-475-730 Improve other than Buildings	624
Total 8631:					1,688.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	70082	conduit pipe	06/18/2024	12.79		520-810-600 General Supplies	624
7650	LOWES CREDIT SERVICES	70259	PVC Parts	06/05/2024	25.01	06/06/2024	510-810-614 Supplies-Plant/Shop/Maint	624

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7650	LOWES CREDIT SERVICES	72351	Utility gloves, glass cleaner, Lysol wipes, car freshener, disinf	06/06/2024	148.76		100-475-600 General Supplies	624
7650	LOWES CREDIT SERVICES	72351	Safety glasses	06/06/2024	4.73		100-475-616 Supplies-Safety	624
7650	LOWES CREDIT SERVICES	73177	hard hats and cooling bands	06/06/2024	425.28		510-810-616 Supplies-Safety	624
7650	LOWES CREDIT SERVICES	73187	cleaning supplies	06/06/2024	176.10		510-810-614 Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	73717	pressure washer	06/20/2024	341.05		510-810-605 Minor Equipment	624
7650	LOWES CREDIT SERVICES	73722	painting supplies- water shed and streets shed.	06/20/2024	310.00		510-810-614 Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	76687	Leather gloves and hard hat	06/21/2024	98.69		100-475-616 Supplies-Safety	624
7650	LOWES CREDIT SERVICES	76687	Spring-loaded clip	06/21/2024	9.66		100-475-600 General Supplies	624
7650	LOWES CREDIT SERVICES	80422	CMO Office Furniture	05/16/2024	99.66	06/06/2024	100-413-605 Minor Equipment	524
7650	LOWES CREDIT SERVICES	80422	Parks	05/16/2024	75.98	06/06/2024	100-475-600 General Supplies	524
7650	LOWES CREDIT SERVICES	82800	hydrant panting supplies and shop cleaning supplies	05/17/2024	638.25	06/06/2024	510-810-614 Supplies-Plant/Shop/Maint	524
7650	LOWES CREDIT SERVICES	83576 5/29	Materials for East Lift pump cradle	05/29/2024	67.56	06/06/2024	520-810-600 General Supplies	524
7650	LOWES CREDIT SERVICES	84000	CMO Office Furniture	05/17/2024	219.39	06/06/2024	100-413-605 Minor Equipment	524
7650	LOWES CREDIT SERVICES	86234	Tools for service truck	05/30/2024	222.82	06/06/2024	510-810-613 Supplies-Meter Service	524
7650	LOWES CREDIT SERVICES	88239	Cleaning supplies, sponge, lysol	06/13/2024	60.56		100-417-600 General Supplies	624
7650	LOWES CREDIT SERVICES	90358	painting supplies for well 11	06/14/2024	251.23		510-810-610 Automotive Supplies	624
7650	LOWES CREDIT SERVICES	90376	oscillating wood cutter	06/14/2024	19.93		510-810-614 Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	90436	outdoor motion security lights	06/14/2024	85.44		510-810-614 Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	973067	Drill bit, vise	05/13/2024	66.46	06/21/2024	100-417-600 General Supplies	524
7650	LOWES CREDIT SERVICES	97530	Streets Dept Shop Supplies	06/17/2024	156.38		100-475-614 Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	977889	Pump, trufuel, clamp, valve key, mini saw	05/15/2024	97.56	06/21/2024	100-575-600 General Supplies	524
7650	LOWES CREDIT SERVICES	980794	Plants, batteries	05/16/2024	101.54	06/21/2024	100-417-600 General Supplies	524
7650	LOWES CREDIT SERVICES	981608	Craftsman 2 pk battery/charger	05/28/2024	94.05	06/21/2024	100-475-600 General Supplies	524
7650	LOWES CREDIT SERVICES	983593	AC filter, concrete, pallet	05/29/2024	260.74	06/21/2024	100-475-600 General Supplies	524
7650	LOWES CREDIT SERVICES	984342	Shelf pins, true flex, screws	05/29/2024	93.58	06/21/2024	100-417-600 General Supplies	524
7650	LOWES CREDIT SERVICES	986331	Repair Parts	05/30/2024	73.55	06/21/2024	520-810-430 Service-Repair and Maintenance	524
7650	LOWES CREDIT SERVICES	98819	Red Threadlocker	06/04/2024	7.58	06/06/2024	520-810-600 General Supplies	624
7650	LOWES CREDIT SERVICES	990395	Socket set, clamps, armor all, compound	05/08/2024	116.96	06/21/2024	100-417-600 General Supplies	524
7650	LOWES CREDIT SERVICES	991314	Drill bits, true fuel mix	05/08/2024	52.56	06/21/2024	100-575-600 General Supplies	524
7650	LOWES CREDIT SERVICES	99141	East Lift swamp cooler replacement pump	06/04/2024	39.41	06/06/2024	520-810-430 Service-Repair and Maintenance	624
7650	LOWES CREDIT SERVICES	992969	Masking paper, lacquer, gloss coating	05/09/2024	43.61	06/21/2024	100-417-616 Supplies-Safety	524
7650	LOWES CREDIT SERVICES	993891	Propane	05/21/2024	67.98	06/21/2024	100-528-626 Gasoline	524
7650	LOWES CREDIT SERVICES	993891	Gloves, towels, rake, weed burner, bucket	05/21/2024	130.98	06/21/2024	100-528-600 General Supplies	524

Total 7650:

4,695.83

LP INSURANCE SERVICES, INC

8746	LP INSURANCE SERVICES, INC	912170 FY24-25	Policy #NPAIP22425 7/1/2024-6/30/2024	05/28/2024	128,776.32		100-417-520 Insurance	524
8746	LP INSURANCE SERVICES, INC	912170 FY24-25	Policy #NPAIP2425 7/1/2024-6/30/2024	05/28/2024	65,556.01		510-840-520 Insurance	524
8746	LP INSURANCE SERVICES, INC	912170 FY24-25	Policy #NPAIP2425 7/1/2024-6/30/2024	05/28/2024	85,377.08		510-810-520 Insurance	524
8746	LP INSURANCE SERVICES, INC	912170 FY24-25	Policy #NPAIP2425 7/1/2024-6/30/2024	05/28/2024	62,747.78		520-810-520 Insurance	524

Total 8746:

342,457.19

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
LUMOS & ASSOCIATES INC									
370	LUMOS & ASSOCIATES INC	122871	Shadow Lane Reconstruction Eng. Services	06/04/2024	1,150.00		100-475-745	RTC REIMBURSABLE EXPENDI	624
Total 370:					1,150.00				
LYON COUNTY CLERK/TREASURER									
106	LYON COUNTY CLERK/TREASURER	TLT May 24	Transient Lodging Tax	05/31/2024	2,583.97	06/06/2024	225-227010	TLT Payable to County	524
Total 106:					2,583.97				
LYON COUNTY HUMAN SERVICES									
3266	LYON COUNTY HUMAN SERVICES	FEARPA2024-05	Fernley ARPA May 2024	05/31/2024	1,959.95	06/21/2024	220-480-810	ARPA	524
Total 3266:					1,959.95				
MARSHALL'S SEPTIC CARE									
8509	MARSHALL'S SEPTIC CARE	I18683	Parks Portable Restroom Maint BMX track	06/01/2024	118.33	06/06/2024	100-575-420	Contract Services	624
8509	MARSHALL'S SEPTIC CARE	I18684	Parks Portable Restroom Maint Clearwtr	06/01/2024	118.33	06/06/2024	100-575-420	Contract Services	624
8509	MARSHALL'S SEPTIC CARE	I18685	Parks Portable Restroom Maint OTP	06/01/2024	731.65	06/06/2024	100-575-420	Contract Services	624
8509	MARSHALL'S SEPTIC CARE	I18686	Parks Portable Restroom Maint GV	06/01/2024	210.66	06/06/2024	100-575-420	Contract Services	624
8509	MARSHALL'S SEPTIC CARE	I18687	Parks Portable Restroom Maint ITP Skate	06/01/2024	200.66	06/06/2024	100-575-420	Contract Services	624
8509	MARSHALL'S SEPTIC CARE	I18688	Parks Portable Restroom Maint Pond Park	06/01/2024	118.33	06/06/2024	100-575-420	Contract Services	624
8509	MARSHALL'S SEPTIC CARE	I18693	Parks Portable Restroom Maintenance	06/01/2024	113.33	06/06/2024	100-575-420	Contract Services	624
Total 8509:					1,611.29				
MATHEUS, SENIOR JUDGE LORI									
8042	MATHEUS, SENIOR JUDGE LORI	JUNE 2024	MUNICIPAL COURT JUDGE	06/30/2024	3,750.00	06/06/2024	100-425-322	Prof Serv-Other	624
Total 8042:					3,750.00				
MCDONALD CARANO									
322	MCDONALD CARANO	12483515	land use legal	06/11/2024	3,022.50		100-414-310	Prof Serv-Legal	624
Total 322:					3,022.50				
MISCELLANEOUS ONE TIME VENDOR									
1111	MISCELLANEOUS ONE TIME VENDOR	173177633	OVERPAYMENT OF DOG LICENSE FEE	05/16/2024	10.00	06/21/2024	100-320-170	Licenses-Animal	524
1111	MISCELLANEOUS ONE TIME VENDOR	9.006259	OVERPAYMENT OF DOG LICENSE FEE	05/15/2024	5.00	06/21/2024	100-320-170	Licenses-Animal	524
1111	MISCELLANEOUS ONE TIME VENDOR	EN2024-010	RELEASE BOND; 900 AGATE WAY	06/10/2024	500.00	06/13/2024	100-228300	Customer Deposits/Bonds - Dev	624
1111	MISCELLANEOUS ONE TIME VENDOR	EN2024-011	RELEASE BOND; 910 AGATE WAY	06/10/2024	2,500.00	06/13/2024	100-228300	Customer Deposits/Bonds - Dev	624
Total 1111:					3,015.00				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	22825	FILTERS FOR W/D VAC-CON	05/28/2024	335.78	06/06/2024	510-810-430 Repairs & Maintenance	524
6635	MME - MUNICIPAL MAINTENANCE EQUIP	23427	vacuum hose for sweeper	06/13/2024	811.68		100-475-430 Service-Repair and Maintenance	624
Total 6635:					1,147.46			
MMS WEST								
8588	MMS WEST	INV32004	Billing Machine	06/05/2024	769.14		520-810-322 Prof Serv-Other	624
8588	MMS WEST	INV32004	Billing Machine	06/05/2024	769.13		510-810-322 Prof Serv-Other	624
Total 8588:					1,538.27			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	144786	criminal outside legal	05/31/2024	1,050.66		100-414-310 Prof Serv-Legal	524
Total 8906:					1,050.66			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	411074	CREDIT	05/28/2024	49.57	06/06/2024	100-575-610 Automotive Supplies	524
58	NAPA AUTO & TRUCK PARTS	411078	AIR FILTER FOR PARKS	05/28/2024	23.37	06/06/2024	100-475-610 Automotive Supplies	524
58	NAPA AUTO & TRUCK PARTS	411416	COPPER WASHERS FOR FLEET	06/03/2024	20.99	06/06/2024	100-480-610 AUTOMOTIVE SUPPLIES	624
58	NAPA AUTO & TRUCK PARTS	4121	PARTS FOR FIRE DEPT.	06/15/2024	11.99		100-126000 Intergovernmental Receivable	624
58	NAPA AUTO & TRUCK PARTS	412108	SERVICE PARTS FOR FIRE DEPT.	06/15/2024	269.81		100-126000 Intergovernmental Receivable	624
58	NAPA AUTO & TRUCK PARTS	412449	FLORE JACK FOR SERVICE TRUCK	06/21/2024	502.58		100-480-600 GENERAL SUPPLIES/TOOLS	624
Total 58:					779.17			
NATIONS MEDICAL								
8502	NATIONS MEDICAL	109875	replace dated first aid kit supplies	06/21/2024	299.95		510-810-616 Supplies-Safety	624
Total 8502:					299.95			
NCE								
7617	NCE	67521522	Shadow Lane water main replacement design servcies	05/30/2024	2,170.00	06/06/2024	510-166100 Construction In Progress	524
7617	NCE	67521522	Shadow Lane sewer main replacement design services	05/30/2024	1,105.00	06/06/2024	520-166100 Construction In Progress	524
7617	NCE	67521522	Shadow Lane Reconstruction project design services	05/30/2024	19,769.29	06/06/2024	100-475-745 RTC REIMBURSABLE EXPENDI	524
7617	NCE	675222518	On call development inspection and field support services	05/21/2024	11,550.00	06/06/2024	100-529-320 Prof Serv-Engineering	524
Total 7617:					34,594.29			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT May 24	Transient Lodging Tax	05/31/2024	1,550.38	06/06/2024	225-227015 TLT Payable to State	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6378:					1,550.38			
NEVADA DIVISION OF STATE LANDS								
120	NEVADA DIVISION OF STATE LANDS	21621	Easement Access for Wastewater Plant	06/03/2024	1,680.00		520-810-642 Permits and Licenses	624
Total 120:					1,680.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	MAY 24	GSR; GRATUITY FEE CM CREDIT	05/31/2024	1.99-	06/10/2024	100-413-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; BOOKS CCO	05/31/2024	40.99	06/10/2024	100-416-640 Books and Periodicals	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; KEY LOCK BOX PW	05/31/2024	13.94	06/10/2024	100-575-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; DOG WASTE BAGS PARKS	05/31/2024	11.25	06/10/2024	100-480-600 GENERAL SUPPLIES/TOOLS	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; SHARPIE PENS, PARKING STICKERS, GREASE	05/31/2024	69.89	06/10/2024	100-605-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMERICAN WATER COLLEGE; GRADE 4 OP. COURSE M.	05/31/2024	299.99	06/10/2024	510-810-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	WALMART; FSCAC ICE CREAM SOCIAL SUPPLIES	05/31/2024	48.59	06/10/2024	100-413-322 Prof Serv-Other	524
8649	NSB - BANKCARD CENTER	MAY 24	STREET SAVER; WEBINAR ENG	05/31/2024	550.00	06/10/2024	100-529-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	ESRI; ONLINE VIEW FEES ENG	05/31/2024	542.32	06/10/2024	100-529-581 Dues & Memberships	524
8649	NSB - BANKCARD CENTER	MAY 24	PRIMARY ARMS; ALARM BATTERIES FMC	05/31/2024	35.43	06/10/2024	100-425-335 PROF SERV-SENIOR JUDGE	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; DOG WASTE BAGS PARKS	05/31/2024	11.25	06/10/2024	520-810-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	RALEY'S; CLA 5/2 SUPPLIES	05/31/2024	16.45	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	GOLF CLUB FERNLEY; RM RENTAL, COFFEE W/MAYOR	05/31/2024	180.25	06/10/2024	100-412-650 Community Support	524
8649	NSB - BANKCARD CENTER	MAY 24	GFOA; CONFERENCE REFUND FIN	05/31/2024	450.00-	06/10/2024	100-415-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	SPECTRUM; 355 COTTONWOOD LN	05/31/2024	129.98	06/10/2024	100-417-530 Communications (Internet,Cell)	524
8649	NSB - BANKCARD CENTER	MAY 24	WALGREENS; CLA 5/16 SUPPLIES	05/31/2024	19.98	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	NV ARTS COUNCIL; C. KASTEN CONFERENCE 5/30-6/1	05/31/2024	75.00	06/10/2024	100-413-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	SUPERIOR PRESS; DEPOSIT SLIP BOOKS	05/31/2024	45.73	06/10/2024	520-810-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	CORWIN FORD; TUBE FOR FIRE DEPT #62	05/31/2024	232.50	06/10/2024	100-126000 Intergovernmental Receivable	524
8649	NSB - BANKCARD CENTER	MAY 24	BUDDY BOYS DONUTS; PW EMPLOYEE RECOGNITION	05/31/2024	94.21	06/10/2024	100-412-586 Employee Recognition	524
8649	NSB - BANKCARD CENTER	MAY 24	STAMPLI; APR 2024	05/31/2024	1,034.00	06/10/2024	100-418-342 Tech Services-Other	524
8649	NSB - BANKCARD CENTER	MAY 24	WALMART; CLA 5/2 SUPPLIES	05/31/2024	34.65	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; KEY LOCK BOX PW	05/31/2024	13.95	06/10/2024	100-417-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; DOG WASTE BAGS PARKS	05/31/2024	11.25	06/10/2024	510-810-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; CCR PAPER PW	05/31/2024	93.81	06/10/2024	510-840-550 Printing and Postage	524
8649	NSB - BANKCARD CENTER	MAY 24	ASCE; LUNCHEON MAY 2024 ENG	05/31/2024	70.00	06/10/2024	100-529-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; CLA GRAD SUPPLIES 5/23	05/31/2024	899.10	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	JSL AUTO GLASS; WINDSHIELD WD	05/31/2024	490.00	06/10/2024	510-810-430 Repairs & Maintenance	524
8649	NSB - BANKCARD CENTER	MAY 24	RALEY'S; CLA 5/16 SUPPLIES	05/31/2024	25.96	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	SUPERIOR PRESS; DEPOSIT SLIP BOOKS	05/31/2024	45.72	06/10/2024	100-415-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	MASTERCRAFT HARDWOOD; OFFICE FURNITURE CMO	05/31/2024	1,143.98	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	ZOOM; FMC SUBSCRIPTION	05/31/2024	100.00	06/10/2024	100-425-322 Prof Serv-Other	524
8649	NSB - BANKCARD CENTER	MAY 24	ATLANTIS RESORT; POOL PACT OCT 24 CM	05/31/2024	136.47	06/10/2024	100-412-586 Employee Recognition	524
8649	NSB - BANKCARD CENTER	MAY 24	SOUTHWEST AIRLINES; TO FL FOR GFOA TRNG J. CARRI	05/31/2024	819.46-	06/10/2024	100-415-582 Travel	524
8649	NSB - BANKCARD CENTER	MAY 24	MY LAW CLE; ALL ACCESS PASS CAO	05/31/2024	395.00	06/10/2024	100-414-580 Training	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; DOG WASTE BAGS PARKS	05/31/2024	11.24	06/10/2024	100-475-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; CCR PAPER PW	05/31/2024	93.80	06/10/2024	520-810-550 Printing and Postage	524
8649	NSB - BANKCARD CENTER	MAY 24	SONIC WALL; IT SECURITY GATEWAY	05/31/2024	2,882.00	06/10/2024	100-418-342 Tech Services-Other	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; FAMILY DAY HORSESHOE GAME	05/31/2024	66.27	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; FAMILY DAY CORN HOLE BAGS, VOLLEYBALL	05/31/2024	85.86	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	CCTV CAMERA PROS; LIVE FEED CRRC PN:2002.001.3	05/31/2024	724.98	06/10/2024	220-480-810 ARPA	524
8649	NSB - BANKCARD CENTER	MAY 24	NV ARTS COUNCIL; A. HOMME CONFERENCE 5/30-6/1	05/31/2024	75.00	06/10/2024	100-413-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	ZOOM; CMO MONTHLY SUBSCRIPTION	05/31/2024	140.00	06/10/2024	100-418-342 Tech Services-Other	524
8649	NSB - BANKCARD CENTER	MAY 24	RALEY'S; ALL HANDS MTG 5/23	05/31/2024	98.15	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	WIGWAM; BUILDERS ASSOC MTG 5/1/24	05/31/2024	10.81	06/10/2024	100-413-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	SUPERIOR PRESS; DEPOSIT SLIP BOOKS	05/31/2024	45.73	06/10/2024	510-810-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	MASTERCRAFT HARDWOOD; OFFICE FURNITURE CMO	05/31/2024	444.32	06/10/2024	100-413-600 General Supplies	524
8649	NSB - BANKCARD CENTER	MAY 24	GFOA; RETHINKING RESERVES WEBINAR FIN	05/31/2024	35.00	06/10/2024	100-415-580 Training	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; CHAIR ARMRESTS PW	05/31/2024	8.59	06/10/2024	100-475-601 Supplies-Office	524
8649	NSB - BANKCARD CENTER	MAY 24	AMAZON; CCR PAPER PW	05/31/2024	93.81	06/10/2024	510-810-550 Printing and Postage	524
8649	NSB - BANKCARD CENTER	MAY 24	WALMART; CLA 5/9 SUPPLIES	05/31/2024	65.62	06/10/2024	100-413-600 General Supplies	524
Total 8649:					10,521.37			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	54641404	Vector Herbicide	06/11/2024	765.00		100-528-617 Supplies-Chemical	624
Total 3033:					765.00			
NV ENERGY								
167	NV ENERGY	10601 JUN 24	80865908610601	05/31/2024	33.92	06/18/2024	100-475-622 Electricity	524
167	NV ENERGY	12019 JUN 24	34596505012019 ACH	06/15/2024	9,703.19	07/03/2024	510-810-622 Electricity	624
167	NV ENERGY	13050 JUN 24	48768103613050 ACH	06/08/2024	2,565.41	06/26/2024	100-417-622 Electricity	624
167	NV ENERGY	13818 MAY 24	34596405113818 ACH	05/25/2024	42.51	06/13/2024	100-475-622 Electricity	524
167	NV ENERGY	13924 MAY 24	48768108113924 ACH	05/25/2024	33.92	06/13/2024	100-475-622 Electricity	524
167	NV ENERGY	14319 JUN 24	34596405214319 ACH	06/08/2024	35.94	06/26/2024	100-575-622 Electricity	624
167	NV ENERGY	26093 JUN 24	34596402626093 ACH	06/07/2024	1,341.65	06/25/2024	100-575-622 Electricity	624
167	NV ENERGY	26100 JUN 24	34596502626100 ACH	06/06/2024	38.75	06/24/2024	520-810-622 Electricity	624
167	NV ENERGY	26100 JUN 24	34596502626100 ACH	06/06/2024	28,561.11	06/24/2024	510-810-622 Electricity	624
167	NV ENERGY	26445 MAY 24	34596505226445 ACH	05/24/2024	6,626.63	06/12/2024	510-840-622 Electricity	524
167	NV ENERGY	28458 MAY 24	34596505228458 ACH	05/24/2024	15,249.96	06/12/2024	510-840-622 Electricity	524
167	NV ENERGY	29499 JUN 24	1000213677906929499	05/30/2024	58.19	06/17/2024	100-475-622 Electricity	524
167	NV ENERGY	30037 JUN 24	34596403630037 ACH	06/15/2024	35.64	07/03/2024	100-576-622 Electricity	624
167	NV ENERGY	30672 MAY 24	213677908230672 ACH	05/25/2024	40.27	06/13/2024	100-575-622 Electricity	524
167	NV ENERGY	34991 JUN 24	34596407734991 ACH	06/11/2024	33.92	06/27/2024	510-810-622 Electricity	624
167	NV ENERGY	37594 JUN 24	80865904937594 ACH	06/11/2024	33.92	06/27/2024	100-475-622 Electricity	624
167	NV ENERGY	41110 JUN 24	82190403641110 ACH	06/06/2024	39.20	06/24/2024	520-810-622 Electricity	624
167	NV ENERGY	42683 JUN 24	82190404842683 ACH	06/06/2024	177.41	06/24/2024	100-575-622 Electricity	624
167	NV ENERGY	42683 JUN 24	82190404842683 ACH	06/06/2024	343.55	06/24/2024	510-810-622 Electricity	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	42683 JUN 24	82190404842683 ACH	06/06/2024	6,037.45	06/24/2024	520-810-622 Electricity	624
167	NV ENERGY	42683 JUN 24	82190404842683 ACH	06/06/2024	62.41	06/24/2024	100-475-622 Electricity	624
167	NV ENERGY	52067 JUN 24	82190407952067ACH	06/11/2024	113.88	06/27/2024	520-810-622 Electricity	624
167	NV ENERGY	65197 JUN 24	34596407565197 ACH	06/08/2024	33.92	06/26/2024	510-810-622 Electricity	624
167	NV ENERGY	67463 JUN 24	34596404867463 ACH	06/11/2024	149.13	06/27/2024	100-575-622 Electricity	624
167	NV ENERGY	68387 JUN 24	345964082-68387	06/11/2024	33.92	06/27/2024	100-475-622 Electricity	624
167	NV ENERGY	71493 MAY 24	271223607571493 ACH	05/25/2024	39.74	06/13/2024	100-475-622 Electricity	524
167	NV ENERGY	84389 JUN 24	34596503684389 ACH	06/08/2024	224.91	06/26/2024	100-417-622 Electricity	624
167	NV ENERGY	97731 MAY 24	213677908197731 ACH	05/25/2024	41.58	06/13/2024	100-575-622 Electricity	524
167	NV ENERGY	97899 JUN 24	80865904797899 ACH	06/06/2024	14,326.60	06/24/2024	100-475-622 Electricity	624
167	NV ENERGY	98954 JUN 24	82190405098954 ACH	06/06/2024	3,438.79	06/24/2024	520-810-622 Electricity	624
Total 167:					89,497.42			

OFFICE DEPOT

133	OFFICE DEPOT	365478560001	Office Supplies-legal pad, post it notes, sharpie markers, mec	05/22/2024	65.93	06/06/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	365482243001	Office Supplies-legal pad, pencils	05/22/2024	26.23	06/06/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	365482247001	Office Supplies-pencil sharpener	05/22/2024	19.69	06/06/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	366678214001	Office Supplies-scotch tape	05/23/2024	21.99	06/06/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	366679540001	Office Supplies-scissors, AA & AAA batteries	05/24/2024	59.46	06/06/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	367334618001	Office Supplies-chair	06/18/2024	336.21		100-416-322 Prof Serv-Other	624
133	OFFICE DEPOT	367343069001	Office Supplies-tape	06/15/2024	36.27		100-605-601 Office Supplies	624
133	OFFICE DEPOT	367343116001	Office Supplies- lysol wipes	06/15/2024	42.79		100-605-601 Office Supplies	624
133	OFFICE DEPOT	367610195001	Highlighters, Folders, Paper, calculator tape, moistener, corre	05/24/2024	701.05	06/06/2024	100-425-600 General Supplies	524
133	OFFICE DEPOT	367611038001	File Labels for Collection and DL Susp.	05/25/2024	179.00	06/06/2024	100-425-600 General Supplies	524
133	OFFICE DEPOT	367616013001	Sticky Notes	05/24/2024	57.30	06/06/2024	100-425-600 General Supplies	524
133	OFFICE DEPOT	367838695001	Citizens Academy	05/18/2024	19.48	06/06/2024	100-413-600 General Supplies	524
133	OFFICE DEPOT	367849452001	Notary supplies	05/17/2024	73.09	06/06/2024	100-414-600 General Supplies	524
133	OFFICE DEPOT	367850121001	USBs discovery	05/15/2024	65.98	06/06/2024	100-414-600 General Supplies	524
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.87	06/06/2024	100-415-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-525-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	520-810-601 Office Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.87	06/06/2024	100-418-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-475-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-529-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-414-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	510-840-601 Office Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.87	06/06/2024	100-413-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-610-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.85	06/06/2024	100-575-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-605-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	100-416-600 General Supplies	624
133	OFFICE DEPOT	368705433001	CITY WIDE PAPER	06/04/2024	23.86	06/06/2024	510-810-601 Office Supplies	624
133	OFFICE DEPOT	369073949001	Office Supplies-sharpie, corrector tape markers, note paper, e	06/11/2024	97.83		100-605-601 Office Supplies	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	369203396001	Gen Office supplies tape disp toner chairmat etc	06/07/2024	209.80		100-525-601 Office Supplies	624
133	OFFICE DEPOT	369204349001	Sorter AC	06/06/2024	14.08		100-525-322 Prof Serv-Other	624
133	OFFICE DEPOT	369204351001	Tray desk mesh AC	06/07/2024	28.99		100-525-601 Office Supplies	624
133	OFFICE DEPOT	369940026001	Lanyards-HR	06/13/2024	53.54		100-413-600 General Supplies	624
133	OFFICE DEPOT	369941141001	Badges,holders HR	06/13/2024	31.49		100-413-600 General Supplies	624
133	OFFICE DEPOT	370791539001	office supplies-sharpie pens, binder clips	06/14/2024	23.49		100-414-600 General Supplies	624
133	OFFICE DEPOT	370954731001	office supplies- labels, markers, tabs, dry erase pens	06/14/2024	72.16		100-414-600 General Supplies	624
133	OFFICE DEPOT	370954732001	office supplies-legal pads	06/14/2024	35.03		100-414-600 General Supplies	624
133	OFFICE DEPOT	370954734001	office supplies- sharpie markers	06/14/2024	19.39		100-414-600 General Supplies	624
Total 133:					2,624.33			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-300035	FLEET WASH SUPPLIES	05/24/2024	79.94	06/21/2024	100-480-610 AUTOMOTIVE SUPPLIES	524
6230	O'REILLY AUTO PARTS	3599-301679	FRONT END PARTS FOR STREETS 3007	06/03/2024	586.23	06/06/2024	100-475-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-301692	FRONT PARTS FOR W/W	06/03/2024	591.12		520-810-610 Supplies-Automotive	624
6230	O'REILLY AUTO PARTS	3599-302286	OIL FILTER FOR W/D	06/07/2024	11.20		510-810-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-302762	OIL FILTERS FOR FLEET	06/10/2024	15.87		100-480-610 AUTOMOTIVE SUPPLIES	624
6230	O'REILLY AUTO PARTS	3599-302912	PARTS FOR FIRE DEPT. TAHOE	06/11/2024	47.74		100-126000 Intergovernmental Receivable	624
6230	O'REILLY AUTO PARTS	3599-304105	A/C PARTS FOR FIRE DEPT.	06/18/2024	29.99		100-126000 Intergovernmental Receivable	624
6230	O'REILLY AUTO PARTS	3599-304444	R-134A FOR FLEET DEPT.	06/20/2024	319.99		510-810-610 Automotive Supplies	624
Total 6230:					1,682.08			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	Clerk	06/01/2024	544.91	06/06/2024	100-416-550 Printing and Postage	624
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	CAO	06/01/2024	544.91	06/06/2024	100-414-550 Printing and Postage	624
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	HR	06/01/2024	544.91	06/06/2024	100-413-550 Printing and Postage	624
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	Utilities	06/01/2024	272.46	06/06/2024	510-810-550 Printing and Postage	624
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	FMC	06/01/2024	544.91	06/06/2024	100-425-550 Printing and Postage	624
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	Utilities	06/01/2024	272.45	06/06/2024	520-810-550 Printing and Postage	624
8929	PACIFIC OFFICE AUTOMATION	COF-KS20	Main	06/01/2024	544.91	06/06/2024	100-417-550 Printing and Postage	624
Total 8929:					3,269.46			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	505218	CRRC Live Video Feed	06/12/2024	5,941.49		220-480-810 ARPA	624
1325	PACIFIC STATES COMMUNICATIONS	505460	IT Discovery Contract FY24/25	06/20/2024	8,250.00		100-413-322 Prof Serv-Other	624
Total 1325:					14,191.49			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5210950	Shredding Services	05/29/2024	66.00	06/06/2024	100-416-420 Contract Services	524
8876	PACIFIC STORAGE COMPANY	5210951	Shred Bin	05/29/2024	16.50	06/06/2024	100-425-322 Prof Serv-Other	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8876:					82.50			
PAPE KENWORTH								
3097	PAPE KENWORTH	15327049	FILTERS FOR PARKS	05/28/2024	90.40		100-575-610 Automotive Supplies	524
Total 3097:					90.40			
PARSONS DRILLING, INC								
9003	PARSONS DRILLING, INC	113899c	Well 11 motor swap	06/03/2024	1,925.00	06/06/2024	510-810-430 Repairs & Maintenance	624
Total 9003:					1,925.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	Jun 2024	RETIREE INSURANCE - #819	06/04/2024	217.68	06/21/2024	100-415-240 Group Insurance	624
143	PUBLIC EMPLOYEES BENEFITS PROG	Jun 2024	RETIREE INSURANCE - #819	06/04/2024	94.16	06/21/2024	100-605-240 Group Insurance	624
143	PUBLIC EMPLOYEES BENEFITS PROG	Jun 2024	RETIREE INSURANCE - #819	06/04/2024	261.08	06/21/2024	520-810-240 Group Insurance	624
143	PUBLIC EMPLOYEES BENEFITS PROG	Jun 2024	RETIREE INSURANCE - #819	06/04/2024	1.08	06/21/2024	510-810-240 Group Insurance	624
Total 143:					574.00			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	MAY 2024	#621 RETIREMENT CONTRIBUTIONS	05/31/2024	213,248.43	06/14/2024	100-216000 RETIREMENT PAYABLE	524
Total 144:					213,248.43			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26163043	NEW TIRES FOR STREETS 3007	05/30/2024	823.00	06/06/2024	100-475-610 Automotive Supplies	524
Total 38:					823.00			
PURCHASE POWER								
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - BUILDING	06/03/2024	4.83	06/30/2024	100-605-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - FINANCE	06/03/2024	304.71	06/30/2024	100-415-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - TLT	06/03/2024	11.28	06/30/2024	225-575-550 Printing & Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - ANIMAL CONTROL	06/03/2024	69.86	06/30/2024	100-525-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - CITY MGR	06/03/2024	1.91	06/30/2024	100-413-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - CITY ATTORNEY	06/03/2024	118.08	06/30/2024	100-414-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - WATER	06/03/2024	357.06	06/30/2024	510-810-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - CLERK	06/03/2024	1,223.86	06/30/2024	100-416-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - STREETS	06/03/2024	5.13	06/30/2024	100-475-550 Printing and Postage	624
3155	PURCHASE POWER	69812 JUN 24	POSTAGE - COURT	06/03/2024	442.28	06/30/2024	100-425-550 Printing and Postage	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3155:					2,539.00			
QUALITY MOBILE DETAILING								
8740	QUALITY MOBILE DETAILING	1958	Water Distribution Car Detailing	06/10/2024	183.75		510-810-610 Automotive Supplies	624
8740	QUALITY MOBILE DETAILING	1958	Wastewater Car Detailing	06/10/2024	183.75		520-810-610 Supplies-Automotive	624
8740	QUALITY MOBILE DETAILING	1958	Streets Dept Car Detailing	06/10/2024	183.75		100-475-610 Automotive Supplies	624
8740	QUALITY MOBILE DETAILING	1958	Parks Dept Car Detailing	06/10/2024	183.75		100-575-610 Automotive Supplies	624
Total 8740:					735.00			
REDWOOD TOXICOLOGY LABORATORY, INC.								
8886	REDWOOD TOXICOLOGY LABORATORY, INC.	825826	UA Testing	05/24/2024	558.65	06/06/2024	100-425-341 Pretrial Services Program	524
Total 8886:					558.65			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6444087	Public Notices	05/31/2024	397.20	06/06/2024	100-610-540 Advertising	524
Total 152:					397.20			
RENO HYDRAULIC & REBUILD, INC								
4639	RENO HYDRAULIC & REBUILD, INC	70127-C	NEW LIFT CYCLINDER FOR STREETS DUMP TRUCK	05/29/2024	3,681.39	06/06/2024	100-475-610 Automotive Supplies	524
Total 4639:					3,681.39			
RENOWN HEALTH								
190	RENOWN HEALTH	2970282	MRN 4068158	06/10/2024	26.39	06/21/2024	100-413-322 Prof Serv-Other	624
190	RENOWN HEALTH	2970282	MRN 4068158	06/10/2024	29.58	06/21/2024	510-810-322 Prof Serv-Other	624
190	RENOWN HEALTH	2970282	MRN 3087960	06/10/2024	63.00	06/21/2024	510-810-322 Prof Serv-Other	624
190	RENOWN HEALTH	2970282	MRN 4068158	06/10/2024	9.03	06/21/2024	520-810-322 Prof Serv-Other	624
Total 190:					128.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	24-0697	Testing and Inspection Services for Villa Park water replacem	06/12/2024	1,547.00		520-166100 Construction In Progress	624
8602	RESOURCE CONCEPTS	24-0697	Testing and Inspection Services for Villa Park water replacem	06/12/2024	1,768.00		100-475-730 Improve other than Buildings	624
8602	RESOURCE CONCEPTS	24-0697	Testing and Inspection Services for Villa Park water replacem	06/12/2024	1,105.00		510-166100 Construction In Progress	624
8602	RESOURCE CONCEPTS	24-0750	Water Rights Services	06/19/2024	4,490.00		510-810-698 Water Rights Protection	624
8602	RESOURCE CONCEPTS	24-0751	Water Rights Services	06/19/2024	9,184.25		510-810-698 Water Rights Protection	624
Total 8602:					18,094.25			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ROBERTSON INDUSTRIES, INC								
9001	ROBERTSON INDUSTRIES, INC	15715	All Abilities Park rubberized surfacing installation	05/23/2024	32,592.00	06/06/2024	230-575-730 Improve other than Buildings	524
Total 9001:					32,592.00			
SCHELL CREEK CONSTRUCTION								
1447	SCHELL CREEK CONSTRUCTION	2024-075	Gazebo at In town park construcion services	06/11/2024	28,919.00		230-575-730 Improve other than Buildings	624
Total 1447:					28,919.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	24060583	ARMORED SERVICES-GF	06/10/2024	201.35		100-415-322 Prof Serv-Other	624
8629	SECTRAN SECURITY, INC.	24060583	ARMORED SERVICES-WATER	06/10/2024	201.36		510-810-342 Tech Services-Other	624
8629	SECTRAN SECURITY, INC.	24060583	ARMORED SERVICES-SEWER	06/10/2024	201.36		520-810-342 Tech Services-Other	624
Total 8629:					604.07			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	24-03	Water Testing Consultation Support	06/06/2024	2,450.25		510-810-320 Prof Serv-Engineering	624
Total 8884:					2,450.25			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	186105	New Treated Water reservoir design services	04/30/2024	10,813.48	06/21/2024	510-166100 Construction In Progress	424
1897	SHAW ENGINEERING	186155	On call engineering review services - Parcel 22 CLOMR resu	04/30/2024	1,150.00	06/06/2024	100-228310 Project Plan Review Retainer	424
1897	SHAW ENGINEERING	186165	New Treated Water Reservoir Design Services	05/31/2024	3,398.25		510-166100 Construction In Progress	524
1897	SHAW ENGINEERING	186171	South Arm Interceptor Design Services	05/31/2024	6,330.13		520-166100 Construction In Progress	524
1897	SHAW ENGINEERING	186238	Shadow Lane Water and Sewer Modeling reports for NDEP	05/31/2024	2,270.00		510-166100 Construction In Progress	524
1897	SHAW ENGINEERING	186238	Shadow Lane Water and Sewer Modeling reports for NDEP	05/31/2024	2,270.00		520-166100 Construction In Progress	524
1897	SHAW ENGINEERING	186239	On call development review services	05/31/2024	3,500.00		100-529-320 Prof Serv-Engineering	524
1897	SHAW ENGINEERING	186240	On call development review services CP2024.004 Stor all	05/31/2024	3,500.00		100-529-320 Prof Serv-Engineering	524
1897	SHAW ENGINEERING	186241	On call development review services CP2024-005 Silver Squ	05/31/2024	3,500.00		100-529-320 Prof Serv-Engineering	524
1897	SHAW ENGINEERING	186242	On call development review services AR24003 Silver Strike C	05/31/2024	1,100.00		100-529-320 Prof Serv-Engineering	524
Total 1897:					37,831.86			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Pay Request 2 - PMP	Pavement Maintenance Project construction services	05/31/2024	101,840.34		100-475-430 Service-Repair and Maintenance	524
Total 287:					101,840.34			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	240599	2 E-One pumps	06/06/2024	7,650.12		520-810-615 E-One R & M	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6530:					7,650.12			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315161	WWTP Monitoring Well Samples	05/22/2024	665.00	06/06/2024	520-810-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315339	PS lab samples	05/28/2024	112.00	06/06/2024	510-840-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315514	PS lab samples	05/30/2024	820.00	06/06/2024	510-840-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315856	TMAI maintenance building samples	06/07/2024	44.00		510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315859	2nd round TMAI maintenance building samples	06/07/2024	44.00		510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315910	June monthly samples round 1	06/11/2024	286.00		510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316069	lickety split car wash sample	06/13/2024	22.00		510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316174	lickety split car wash round 2	06/14/2024	22.00		510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316223	PS lab samples	06/17/2024	404.00		510-840-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316397	june monthly samples round 2	06/20/2024	264.00		510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316427	PS Lab samples	06/20/2024	38.00		510-840-423 Contract Services-ANALYTICAL	624
Total 7856:					2,721.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	43029	Traffic Control Plans	06/13/2024	150.00		100-475-615 Supplies-Signs and Striping	624
Total 170:					150.00			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201144795	A/C HOSE FOR FIRE DEPT. BRUSH TRUCK 61	06/13/2024	251.34		100-126000 Intergovernmental Receivable	624
Total 265:					251.34			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/61615743	TOOLS FOR FLEET	06/07/2024	421.21		100-480-600 GENERAL SUPPLIES/TOOLS	624
Total 8735:					421.21			
SOSU TV CORP								
8909	SOSU TV CORP	WC1362	Fernley Focus Videos June 24	06/03/2024	1,083.00	06/21/2024	100-413-322 Prof Serv-Other	624
Total 8909:					1,083.00			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590030214	TIRES FOR PARKS	06/07/2024	1,493.48		100-575-610 Automotive Supplies	624
8964	SOUTHERN TIRE MART LLC	7590031037	tires for W/W 2005	06/21/2024	1,340.92		520-810-610 Supplies-Automotive	624
Total 8964:					2,834.40			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	33096 MAY 24	910001133096 ACH	05/28/2024	160.16	06/17/2024	510-810-621	Natural Gas	524
204	SOUTHWEST GAS CORP	33438 JUN 24	910001133438 ACH	05/22/2024	605.78	06/10/2024	100-417-621	Natural Gas	524
204	SOUTHWEST GAS CORP	86744 JUN 24	910001086744 WTP	06/12/2024	913.92	07/01/2024	510-840-621	Natural Gas	624
Total 204:					1,679.86				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUN 2024-1	CHILD SUPPORT	06/14/2024	319.84	06/13/2024	100-219900	OTHER PAYROLL PAYABLES	624
Total 176:					319.84				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2024250102743	PS ferric chloride	05/29/2024	16,627.80	06/06/2024	510-840-617	Chemicals	524
8646	THATCHER COMPANY, INC.	2024400101653	WWTP Chlorine	04/16/2024	6,131.55	06/06/2024	520-810-617	Supplies-Chemical	424
8646	THATCHER COMPANY, INC.	2024400101832	WWTP Chlorine	04/29/2024	6,131.55	06/06/2024	520-810-617	Supplies-Chemical	424
8646	THATCHER COMPANY, INC.	2024400101846	PS sodium hypochlorite	04/29/2024	9,579.65	06/06/2024	510-840-617	Chemicals	424
8646	THATCHER COMPANY, INC.	2024400102322	WWTP Chlorine	05/21/2024	6,131.55	06/06/2024	520-810-617	Supplies-Chemical	524
8646	THATCHER COMPANY, INC.	2024400102617	Chemical delivery at N.E. booster	06/04/2024	1,941.66	06/06/2024	510-810-617	Supplies-Chemical	624
8646	THATCHER COMPANY, INC.	2024400102618	Chemical delivery at well 11	06/04/2024	1,021.93	06/06/2024	510-810-617	Supplies-Chemical	624
8646	THATCHER COMPANY, INC.	2024400102639	Chemical delivery at Well 13	06/04/2024	1,021.93		510-810-617	Supplies-Chemical	624
Total 8646:					48,587.62				
TROJAN TECHNOLOGIES CORP									
8959	TROJAN TECHNOLOGIES CORP	200/50000595	PS Rack 6 replacement module	06/06/2024	4,705.00		510-840-430	Service-Repair and Maintenance	624
8959	TROJAN TECHNOLOGIES CORP	200/50000621	PS failed module replacement	06/20/2024	4,705.94		510-840-430	Service-Repair and Maintenance	624
Total 8959:					9,410.94				
TSK									
8714	TSK	21-058.00-24	CRRC 05/01/2024 through 05/31/2024	05/31/2024	41,224.72		220-480-810	ARPA	524
Total 8714:					41,224.72				
U S POSTAL SERVICE									
7344	U S POSTAL SERVICE	JUL 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	06/20/2024	1,900.00	06/21/2024	520-810-550	Printing and Postage	624
7344	U S POSTAL SERVICE	JUL 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	06/20/2024	1,900.00	06/21/2024	510-810-550	Printing and Postage	624
Total 7344:					3,800.00				
USA BLUEBOOK									
464	USA BLUEBOOK	INV00380070	Grab Sample cups and handles	05/30/2024	311.08	06/06/2024	520-810-614	Supplies-Plant/Shop/Maint	524
464	USA BLUEBOOK	INV00390096	sampling equipment	06/10/2024	756.73		510-810-605	Minor Equipment	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
464	USA BLUEBOOK	INV00395608	Chemical tank for well 4	06/17/2024	5,164.63		510-840-430 Service-Repair and Maintenance	624
Total 464:					6,232.44			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9965478326	WW Router	06/23/2024	91.89		520-810-530 Communications	624
8495	VERIZON WIRELESS	9965478326	City Manager	06/23/2024	56.03		100-413-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965478326	WTP	06/23/2024	445.34		510-840-530 Communications	624
8495	VERIZON WIRELESS	9965478326	FMC	06/23/2024	56.03		100-425-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965478326	Council	06/23/2024	167.83		100-412-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965478326	Finance	06/23/2024	215.79		100-415-605 Minor Equipment	624
8495	VERIZON WIRELESS	9965478326	Water Distribution	06/23/2024	439.49		510-810-530 Communications	624
8495	VERIZON WIRELESS	9965478326	Bldg & Safety	06/23/2024	333.10		100-417-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965478326	City Hall/Facilities	06/23/2024	645.14		100-417-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965478326	WW	06/23/2024	353.01		520-810-530 Communications	624
8495	VERIZON WIRELESS	9965478326	City Attorney	06/23/2024	140.03		100-414-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965478326	CRRC	06/23/2024	194.43		220-480-810 ARPA	624
8495	VERIZON WIRELESS	9965478326	IT	06/23/2024	56.03		100-418-530 Communications (Internet,Cell)	624
8495	VERIZON WIRELESS	9965567845	52267 May 2-June 01 24	06/23/2024	40.09	06/13/2024	520-810-530 Communications	624
Total 8495:					3,234.23			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JUN 2024-1	DEFERRED COMPENSATION, 457	06/14/2024	2,822.50	06/14/2024	100-215000 457 PAYABLE	624
8591	VOYA FINANCIAL	JUN 2024-1	ROTH IRA	06/14/2024	210.00	06/14/2024	100-215000 457 PAYABLE	624
8591	VOYA FINANCIAL	MAY 2024-3	ROTH IRA	05/31/2024	210.00	05/31/2024	100-215000 457 PAYABLE	524
8591	VOYA FINANCIAL	MAY 2024-3	DEFERRED COMPENSATION, 457	05/31/2024	2,822.50	05/31/2024	100-215000 457 PAYABLE	524
Total 8591:					6,065.00			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	24-2050	WWTP dumpster service	05/28/2024	297.00	06/06/2024	520-810-412 Utility Service-Refuse	524
Total 6118:					297.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 JUN 24	11-60772-33001	06/05/2024	147.51	06/06/2024	100-417-412 Utility Services-Refuse	624
447	WASTE MANAGEMENT	33005 JUN 24	11-60745-33005	06/05/2024	25.16	06/06/2024	510-840-412 Utility Service-Refuse	624
447	WASTE MANAGEMENT	33009 JUN 24	11-60774-33009	06/05/2024	120.70	06/06/2024	510-810-412 Utility Service-Refuse	624
447	WASTE MANAGEMENT	43003 JUN 24	11-60760-43003	06/05/2024	60.36	06/06/2024	520-810-412 Utility Service-Refuse	624
447	WASTE MANAGEMENT	63002 JUN 24	11-74239-63002	06/03/2024	465.00	06/06/2024	100-575-412 Utility Service-Refuse	624
447	WASTE MANAGEMENT	65007 JUN 24	6-82641-65007	06/03/2024	353.06	06/06/2024	100-417-412 Utility Services-Refuse	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 447:					1,171.79			
WEST COAST PAVING, INC								
9004	WEST COAST PAVING, INC	1	E. Newlands Concrete and Asphalt Repair	05/30/2024	15,198.00		100-475-430 Service-Repair and Maintenance	524
Total 9004:					15,198.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11240648	bin stock	06/21/2024	406.46		510-810-613 Supplies-Meter Service	624
195	WESTERN NEVADA SUPPLY CO.	11253377	3 2"" sensus omni meter	05/24/2024	3,221.43	06/06/2024	510-166100 Construction In Progress	524
195	WESTERN NEVADA SUPPLY CO.	11266728	PS tools	05/30/2024	69.16	06/06/2024	510-840-614 Plant/Shop/Maint. Supplies	524
195	WESTERN NEVADA SUPPLY CO.	11270174	bin stock	05/29/2024	1,154.24	06/06/2024	510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	11270254	green valley park meter replacement	05/28/2024	404.43	06/06/2024	510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	11281642	PS electronics duster	06/19/2024	187.02		510-840-430 Service-Repair and Maintenance	624
195	WESTERN NEVADA SUPPLY CO.	11281643	Repair Parts	06/12/2024	3.47		510-840-430 Service-Repair and Maintenance	624
195	WESTERN NEVADA SUPPLY CO.	11282153	command link for meter reading	06/07/2024	846.99		510-810-530 Communications	624
195	WESTERN NEVADA SUPPLY CO.	11295555	B16 lids	06/13/2024	346.32		510-810-613 Supplies-Meter Service	624
195	WESTERN NEVADA SUPPLY CO.	19931411-2	bin stock	06/14/2024	812.92		510-810-613 Supplies-Meter Service	624
195	WESTERN NEVADA SUPPLY CO.	19963360	bin stock	05/24/2024	64.09	06/06/2024	510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	19963360-1	bin stock	06/17/2024	43.69		510-810-613 Supplies-Meter Service	624
195	WESTERN NEVADA SUPPLY CO.	19965061	Sensus 520 MXU lid housing	05/24/2024	738.00	06/06/2024	510-166100 Construction In Progress	524
Total 195:					8,298.22			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50026975561	Empty Sandbags	06/07/2024	2,040.00		100-475-600 General Supplies	624
8852	WHITE CAP, L.P.	50026976111	Tools, portable chemical sprayer and repair kit, and empty sa	06/07/2024	2,838.96		100-475-600 General Supplies	624
Total 8852:					4,878.96			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	181199	Downtown revitalization phase 4/Polaris Plaza eng. design	05/31/2024	2,312.50		220-480-684 Main Street Beautification	524
2454	WOOD RODGERS, INC.	181200	Federal Lands Bill Services thru 5/31/2024	05/31/2024	3,575.00		100-413-322 Prof Serv-Other	524
Total 2454:					5,887.50			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	05/2024	CREDIT CARD PROCESSING FEES- WATER	05/31/2024	2,039.67	05/31/2024	510-810-609 Credit Card Fees	524
2468	XPRESS BILL PAY LLC	05/2024	CREDIT CARD PROCESSING FEES- SEWER	05/31/2024	2,039.66	05/31/2024	520-810-609 Credit Card Fees	524
Total 2468:					4,079.33			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D25892	E-1 Pumps	05/22/2024	79,929.10	06/06/2024	520-810-430 Service-Repair and Maintenance	524
Total 8939:					79,929.10			
Grand Totals:					1,634,079.05			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoice detail records above \$0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JUNE 5, 2024**

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Manager Ben Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Senior Planner Shay League, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, City Engineer Derek Starkey.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

Mayor Neal E. McIntyre called for a break - 5:06 - 5:09.

2.4. Possible Action to approve a Transfer Agreement between the Nevada Department of Transportation and the City of Fernley, to relinquish certain portions of Duffy Road to the City of Fernley.

2.5. Possible action to approve a Settlement Agreement and Release of all claims between the City of Fernley and Rachel Endel in the amount of \$35,000.

2.6. (Possible Action) to approve the service and license agreement with CivicPlus to provide annual support, maintenance, and hosting of the City's website in the amount of \$31,870.31 for FY2024-2025.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

3. REPORTS - this item is for various public entity representatives to provide general information to the Council and public. No action will be taken.

Chief Deputy Brantingham, LCSD, gave a brief report on a couple of calls for services. Deputy Steve May transferred to Silver Springs. There will be additional staffing for the June 6th prom and the department is actively working the 4th of July traffic control.

Nick VanderPoel, Flynn Giudici, Government Affairs stated that he didn't have a lot to report, that they are just waiting for next Tuesday, so we know who is potentially going forward as it relates to the Legislature. Tomorrow, June 6, is the Economic Forum, where the economists will be getting together discussing the state's revenues and where we stand in terms of budget, and conversations with the Governor's office are pretty baseline at this point, pretty conservative budgets. It will give us a glimpse into how much revenue the state has generated. There were multiple meetings with legislators, specifically the minority leaders, relating to supporting contracts for licensed professionals. It allows individuals that move to Nevada to get into the workforce a lot quicker. It ranges across the board from physical therapy to counselors to social workers.

3.1. Reports by City Staff, City Council, and the Mayor, including but not limited to monthly statistical reports by city departments.

Ben Marchant, City Manager, reported that the Governor is hosting a roundtable on economic development next Wednesday and the Mayor and himself will be attending in Las Vegas. The Fernley Cultural and Tourism Agency board will be reviewing grant applications that have been received for the July through December grant cycle and will be making grant selections during the June 17th meeting. City Hall will be closed on June 19th in observance of Juneteenth National Independence Day.

Kim Swanson, City Clerk, reported that there is early voting for 2 more days, Thursday and Friday, and election day is on Tuesday.

Lydia Altick, Deputy City Manager, reported that she attended the Main Street America Now 2024 Conference and Leadership Workshop. She will be bringing ideas from the workshop to the Fernley Main Street board but will also be incorporating many of the strategies into our community engagement endeavors. As an example, we finished conducting a Main Street Small Business survey and we plan on sharing the results of that survey with the community very soon. The CRC project is streaming live on YouTube. The city has submitted 3 CPF requests to Congressman Amodei, Senator Cortez Mastoe and Senator Rosen offices. We have received notice from Congressman Amodei's office that out of the 3 projects submitted, one has moved forward to the Department of the Interior and that project provides modifications at the city's water treatment plant to integrate surface water treatment from the Truckee Canal and was for \$3,000,000.00. Raise Grant is progressing. Design and permitting will occur over the next 12 to 18 months, and construction is scheduled to begin February 2026, and will take 3 years to complete. The monthly community development update is available on the city website.

Councilman Torres thanked Ms. Altick for getting the letter of commitment from the Fernley Main Street group. It was very well written and thankful that they are on board with getting this done.

Derek Starkey, City Engineer, gave an update on street projects. The annual pavement maintenance project is going on this week and will impact the neighborhoods of Green Valley and the Ponderosa subdivision. The slurry seal portion of it is ongoing all week and possibly into the next week. There will also be some night work happening on Farm District Road and the entrance of the Out-of-Town Park for the Villa Park reconstruction project. That will be the evenings of June 9th and 10th.

Councilman Torres reminded everyone that the Fernley Senior Citizens Advisory Committee meeting is on June 14. He thanked everyone involved for the ribbon cutting ceremony at Green Valley All Abilities Park, and a special shout out to Kari Weitzel for the great job she did in the engineering office.

Councilwoman McKay stated that June is the National Public Works month. She thanked Barry Williams and his crew for all the work they do. The 4th of July committee still needs volunteers at the park. The official deadline has passed but will still take sponsors.

Mayor McIntyre stated that the City Council Meeting for June 19th meeting has been canceled, and the next meeting will be July 3rd. He stated that the report he received from Nick VanderPoel on how Nevada's incorporated cities fared over the last 3 years, shows Fernley is 3rd with the biggest city change percentage with the change at 8.1%. As of 2023, Fernley's population was 24,744, our population has changed by 1,846 residents, and we are at almost 25,000.

Becky Howlett, Fernley 4th of July, stated that the pancake breakfast with the Masons is from 7:00 am to 10:00 am, the parade starts at 10:00 am, and 1:00 pm is the flag raising at the park. The DJ will play until 8:00 pm and then there will be live music from 8:00 pm until midnight. The ACES will be running a bar, there will be a pie eating contest, diving for dollars for the smaller kids contest, and a greased pig contest; there will be a staycation raffle for one night at the Atlantis with a \$150.00 dining gift card. They are still looking for donations. The Grand Marshal this year is Roy Edgington.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. PRESENTATIONS

5.1. For discussion and possible action to accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment of \$342,457.19 with a deductible of \$2,000.00 per claim from fiscal year 2024–2025 funds.

Tina Peterson with LP Insurance and Stephen Ramero from POOL/PAC gave a presentation. The coverage typically does not change from year to year. What does change is exposure. Ms. Peterson stated that she appreciated City Manager Ben Marchant was at the Board meeting for POOL/PACT this year. The membership increases over re-insurance costs this year was 2.5%. The re-insurance market provided a 1% increase to the pool. The City Manager, Ben Marchant, has enrolled in the Enterprise Risk Management Excellence program.

Councilman Hanan asked is the deductible of \$2,000.00 is the only option. He also asked how many claims were made last year. For next year, he would like to see a spreadsheet with 5,000, 10,000, 15,000, 20,000 and a number of how many claims we have had.

Stephen Ramero stated that deductible options are what you want to take on as a deductible. What you can financially take on for each loss, whether it be a liability, auto or a property loss.

City Attorney, Mr. Mouritsen stated that he believed there was 1 claim last year, but he will confirm it and get back to Mr. Hanan.

Motion: I MOVE TO ACCEPT AND RENEW A PROPOSAL FROM NEVADA PUBLIC AGENCY INSURANCE POOL AND APPROVAL FOR PAYMENT OF \$342,457.19 WITH A DEDUCTIBLE OF \$2,000.00 PER CLAIM FROM FISCAL YEAR 2024/2025 FUNDS. **Action:** Approved.

Moved by: Councilwoman Fran McKay, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

5.2. Presentation and discussion regarding the City's quarterly financial report.

Robert Carson, City Treasurer, presented the city's unaudited quarterly financial report.

6. ORDINANCES

6.1. (For Possible Action) Introduction and First Reading of Bill #347, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code to create a process to waive certain development standards in certain parts of town to aid in development and redevelopment efforts, and other matters related thereto.

Planning Director Rambo stated that the first reading was on May 1st, with the second reading scheduled for the following meeting. However, it didn't make the following meeting, so per Nevada law you have to have a second reading within 30 days of the first reading. Bill was introduced as an ordinance and will be back before City Council on July 3rd.

6.2. (For Possible Action) Introduction and first reading of Bill # 349, regarding a proposed development code text amendment (CA24004) to Fernley Municipal Code §32.03.050(c) to extend the submission requirement for a temporary use permit from seven days prior to thirty days prior to the requested date of the start of the proposed temporary use.

Shay League, Senior Planner, stated that this is a re-first reading and will be brought back at the July 3rd meeting.

7. STAFF REPORTS

7.1. EMERGENCY ITEM: Possible Action to declare a Special Election in Ward 5 for July 23, 2024, with Early Voting to be held on July 20th and 21st.

Aaron Mouritsen, City Attorney, explained there was an error in the ballot in regard to Ward 5. The Lyon County Clerk's office was notified of this error because they handle the ballots. A lawsuit was filed in the 3rd judicial district in front of Judge Schlegelmilch and he vacated the

current primary election that we have for the 4 candidates in Ward 5. However, NRS 293C.710 requires that the city council is the one to call a special election. The judge was unable to order a special election on his own, so he declared an emergency in this case, which allowed us to put it on the ballot at this time. City Attorney Mouritsen requested the city council approve the special election for Ward 5 with same candidates and dates as laid out by the Mayor.

Councilman Albert Torres wanted to make it clear to the public that it was not the city of Fernley clerk's office that made this mistake.

Mr. Mouritsen stated that Lyon County Clerk's office handles all the elections for the city of Fernley and the city had no part in preparing those ballots.

Motion: I MOVE TO DECLARE A SPECIAL ELECTION FOR WARD 5 FOR JULY 23, 2024, WITH EARLY VOTING TO BE HELD JULY 20TH AND 22ND. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7.2. (For possible action) Discussion to approve a contract with PacStates for Business and Technical Discovery for the City's Information Technology Department (IT) not to exceed \$16,500.00.

Ben Marchant, City Manager, reached out to three companies for a quote. This quote is to do an assessment and review of the city's entire IT infrastructure, staffing, policies, machines; and a strengths and weakness analysis and provide recommendations on how better to manage and operate the IT support. The city already uses PacStates on a number of telephones, IT and fiber and internet issues.

Motion: I MOVE TO APPROVE THE CONTRACT WITH PACSTATES IN THE AMUNT OF \$16,500.00. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible action requesting a future agenda item to have an outside source complete a Class and Compensation Study. (Councilwoman Zoberski)

Motion: I MOVE TO REQUEST A FUTURE AGENDA ITEM TO HAVE AN OUTSIDE SOURCE COMPLETE A CLASS AND COMPENSATION STUDY. **Action:** Approved. **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, **No:** Councilman Hanan.

8.2. Possible action requesting a future agenda item to look at the City of Fernley Master Plan. (Councilwoman Zoberski)

Motion: I MOVE TO REQUEST A FUTURE AGENDA ITEM TO LOOK AT THE CITY OF FERNLEY MASTER PLAN AS A WHOLE ALONG WITH THE PARKS MASTER PLAN. **Action:** Approved. **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilman Ryan

Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan

8.3. Possible action requesting a future agenda item to have our independent auditors do a presentation on fund balance and budgeting. (Councilman Torres)

Motion: I MOVE TO REQUEST A FUTURE AGENDA ITEM TO HAVE OUR INDEPENDENT AUDITORS DO A PRESENTATION ON FUND BALANCE AND BUDGETING. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Fran McKay requested a future agenda item for retraining on open meeting law.

10. PUBLIC FORUM

Scott Barnes, Vice President of entitlements for Mark IV Capital and developing the Victory project, introduced Rick Nelson, the new Senior Vice President.

11. ADJOURNMENT

Being no further business to come before it, the Fernley City Council meeting adjourned at 6:13 pm.

Approved by the Fernley City Council on July 3, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

Business.License status = Active

Business.Origination Date = 05/31/2024-06/26/2024

Bus Name	Name	Mail Addr1	Mail City	Mail St	Mail Zip	Business Tel	Business Description
Authentic Roofing LLC	Patrick Coyne	1079 Spoonbill Drive	Sparks	NV	89441	775-560-6808	Roofing Contractor #84858
Felix Mechanical Systems LLC	Jesus Felix	1850 Victorian Ave Ste A	Sparks	NV	89431	775-742-3208	HVAC Contractor #90660
K6 Home Improvement	Ryan Koger	2202 Butte Creek Dr	Sparks	NV	89436	775-846-7609	Handyman
LazrJos Engraving & Design LLC	Jolene Brown, Irene Hayward	430 Trellis Drive	Fernley	NV	89408	775-835-9484	Graphic design, laser engraving, small wood
Mansfield & Mayo Law Firm, PLLC	Patrick Mansfield / Massey Mayo	400 W. Fourth Street	Winnemucca	NV	89445		Law firm
Marv's Heating and Air Conditioning LLC	Marvin Arellano	PO Box 472	Yerington	NV	89447	775-684-9168	HVAC Contractor #89594
Mule Fence Inc	Adam Walters & Samantha Walter	40 Hardy Drive	Sparks	NV	89431	775-636-1168	Fence Contractor #88086
OTH UT, LLC	Ocean Andrew	3717 Cherrywood West Loop	Laramie	WY	82070	307-399-3050	Mobile food vendor
QU'NSTAR AFRICAN MARKET LLC	Frank & Esther Amankonah	6173 Bearcat Dr.	Sparks	NV	89436	772-291-3871	Handmade merchandise sales from Ghana,
Reno Tahoe Floors LLC	Michael Hancock / Steven Christe	1155 Watson Way, Suite 1	Sparks	NV	89431	772-233-4575	Flooring & Tile Contractor #87809, 88229
Robertson Industries, Inc.	Robertson Industries, Inc.	2140 E Cedar St	Tempe	AZ	85281	800-858-0519	Fence & Playgrounds, Rubberized Surface C
Spidexx Pest Control, LLC	Taylor/Coleman Spaulding, Jonath	9410 Prototype Dr. Suite #22	Reno	NV	89521	775-800-1510	Pest Control
State Drywall, Inc.	Melanie Moore	8335 Miralani Drive	San Diego	CA	92126	858-530-1640	General Contractor #40491
Summit Line Construction Inc.	Dylan Welsh	441 W Power Line Rd	Heber	UT	84032	435-657-0721	Electrical Contractor #75560
Sun/Solar/Life LLC	Deerdrei Vu / Scott Armstrong	5829 Galway Bay St	N Las Vegas	NV	89081	725-465-4097	Photovoltaic Contractor #91005
Sunstates Security, LLC	Glenn & Kathy Burrell	801 Corporate Center Drive #300	Raleigh	NC	276007	919-218-6161	Private security agency
The Junk Crew	Israel Colon	1946 W. Rawles Dr.	Fernley	NV	89408	775-315-1143	Residential cleaning, yard cleanup, mover, st
Trademark Electric, Inc.	Raymond Alvarado Jr	3144 Fitzgerald Rd	Rancho Cordova	CA	95742	916-858-8000	Electrical Contractor #69602, C2

Grand Totals:

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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-422

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to ratify a contract with Schell Creek Construction for construction services for the In Town Park Gazebo an amount not to exceed \$28,919.00.

AGENDA ITEM BRIEF:

Staff is seeking approval to ratify a contract for construction services for installation of a new gazebo at the In Town Park.

RECOMMENDED MOTION:

City Council could choose not to award this contract and not to move forward with this improvement at the In Town Park.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Project Summary:

In April 2023, a contract was awarded to CFA for design and engineering services for the In Town Park Improvement Project. That contract has allowed us to come up with a design that will:

- upgrade play area and relocate away from skatepark
- diversify play equipment to serve a larger range of users
- resurface tennis court
- pave pathways and create loop walking trail
- upgrade skate park to allow for multiple age users and level of experience
- identify opportunities for concessionaires to activate the park with desirable recreation activities
- provide lights for security
- enhance visual appeal of amenities
- replace softball field fence
- add gazebos and other shade structures
- replace concession stand
- add an entrance sign to the park

This project will need to be done in phases in order to complete all improvements with existing funding sources.

Phase 1 of this project is to install a gazebo, upgrade the playground area, and create ADA access into the park from the east entrance that will later be connected to a walking path, and add beautification along 95A and clean up old vegetation.

In July 2023, a 24-foot by 44-foot gazebo from Poligon was purchased for \$48,186.80 as part of phase 1 of In Town Park.

Since the purchase of the gazebo, the City has been waiting on the status of a Land and Water Conservation Grant that the City applied for in Spring of 2023. If awarded, LWCF will match us for up to \$200,000 . In the meantime, staff moved forward with installing the gazebo that was ordered in July 2023 with the existing budget in order to make the fiscal year deadline and have additional shade structures in the park as we head into summer,

The gazebo is included in phase 1 of the In Town Park Rehabilitation Project. For fiscal year 24/25, \$250,000 has been tentatively budgeted for the City to be able to start on other items that have been laid out in Phase 1.

At the start of this 23/24 fiscal year, In Town Park had a budget of **\$150,000**.

\$38,394.75 out of \$119,840 for the CFA (Bowmen) contract has been used, and

\$48,186.80 for the new Gazebo

\$28,919.00 for construction of new Gazebo and Concrete Pad

= a total of **\$115,500.55**

In Town Park project will have a remaining budget of \$34,499.45.

The In Town Park Improvement project is all based on the Parks Master Plan that was adopted by the city council in May 2017.

Staff also solicited feedback from other community groups like the Senior Citizens Advisory Committee, skate park users, and the other park users. The final design reflects input from these different groups.

Since 2017, NDOT has completed parking and sidewalk improvements along HWY 95A and the City of Fernley Parks Department has also completed resurfacing on the basketball court, which is still in good condition. Cracks in the existing tennis courts were filled in late 2023 by the City of Fernley Parks Department.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 Public Works

FINANCIAL IMPLICATIONS:

At the start of this 23/24 fiscal year, In Town Park had a budget of **\$150,000**.
\$38,394.75 out of \$119,840 for the CFA (Bowmen) contract has been used, and
\$48,186.80 for the new Gazebo
\$28,919.00 for construction of new Gazebo and Concrete Pad

= a total of **\$115,500.55**

The funding is from the Residential Construction Tax fund.

ATTACHMENTS:

1. 2024. 05.30 Schell Creek Construction Contract
2. Attachment A Schell Creek Proposal

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this ____ day of _____, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Scheel Creek Construction, Construction Company , whose address is P.O. Box 2258 Fernley, NV 89408 ("Contractor").

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 266 authorizes the City to engage the services of independent contractors; and

WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS, the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A.** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance

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A Contract for Professional Services

notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- iii. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
 - b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
 - c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
 - d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
4. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City: City Engineer
 City of Fernley
 595 Silverlace Blvd.
 Fernley, NV 89408

If to Contractor: _____

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5. INSPECTION & AUDIT:

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.

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A Contract for Professional Services

- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
 - i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due;

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A Contract for Professional Services

or (iv) takes any action for the purpose of effecting any of the foregoing.

- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** If this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. If dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

7. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.

8. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.

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9. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
11. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.
12. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be

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deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

- 13. INSURANCE:** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

COF

CTR

- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance

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provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that: (1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and (2) Contractor is otherwise in compliance with those terms, conditions and provisions.



b. **Professional Liability Insurance.**

- i. Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- ii. Retroactive date: Prior to commencement of the performance of this Contract
- iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-

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insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

14. COMPLIANCE WITH LEGAL OBLIGATIONS: Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

15. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

16. SEVERABILITY: If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

17. ASSIGNMENT/DELEGATION: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

18. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs,

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computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

- 19. PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 20. FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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- 21. LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 22. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 23. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 24. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 25. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in

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connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

- 26. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 27. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 28. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 29. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 30. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.

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31. **NON-DISCRIMINATION**: In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATE SIGNED this _____ day of _____, 20__.

Schell Creek Construction

Mailing: P.O. Box 2258
Fernley, Nevada 89408
P 775-835-8657
P 775-753-8966
F 775-835-8655

Office Locations Fernley
& Elko

PROPOSAL

DATE: 4/17/24

14/17/24

Revised

Contact: Kari Weitzel

Project: City of Fernley In Town Park Pentagon
Structure

Location: Fernley NV 89408

Email: jerry@schellcreek.com

Estimated By: Jerry Ricci
Buss. Phone :775-753-8966
Cell :775-722-1864

NV. License B-27297B C-5 0031022A
MHD NSCB-B # R1011

JOB DESCRIPTION

Proposal: This Proposal consists of Clearing sub grade gravel ,Placing type 2 base and compacting, pouring the square footings as per detail, placing rebar, pouring a 4" concrete slab, refinish gravel around new patio slab , blankets for cold weather If needed, erect new structure, clean up, barricades, dumpster, supervision.

NOTES:

TOTAL ESTIMATED JOB COST

\$28,919.00

EXCLUSIONS: Permits, delivery

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN COMPENSATION INSURANCE. ALL CHANGES IN SCOPE OF WORK DUE TO REVISION BY PLAN REVIEW PROCESS OR GOVERNMENT ENTITY, UTILITY COMPANIES, OWNERS OR OWNERS REPRESENTATIVES WILL RESULT IN A CHANGE ORDER TO CONTRACT. MATERIAL MARKET IS VERY VOLATILE THROUGHOUT THE SEASONS, DELAYS IN ACCEPTANCE OF THE PROPOSAL WILL RESULT IN A MATERIAL COST REVIEW THAT MAY RESULT IN A CHANGE ORDER.

TERMS: This proposal may be withdrawn if not accepted within 15 days.

A 15% overhead and administrative charge will be added to any changes made to this proposal.

2% interest will be charged after 30 days.

Payment schedule to be progressive.

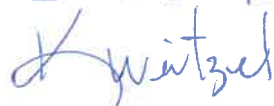
Authorized Signature



Date

4/26/24

Acceptance Signature



Date

4/26/24



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Daniel Douglass, APN 020-151-05 TCID serial number 1001-W in the amount of 4.185 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Daniel Douglass, APN 020-151-05 TCID serial number 1001-W in the amount of 4.185 acre feet

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from Daniel Douglass, APN 020-151-05 TCID serial number 1001-W in the amount of 4.185 acre feet.."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by staff and would be contrary to existing city policies.

BACKGROUND:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements.

Daniel Douglass is proposing to dedicate 4.185 acre-feet of water rights appurtenant to APN 020-151-05 (TCID Serial Number 1001-W) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

The City's water counsel, Taggart & Taggart, Ltd., has reviewed the requested dedication and recommends approval.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035 requires developers to dedicate sufficient water rights to support their proposed development projects. Water dedicated to the City and banked under a banking agreement such as the one proposed here may be used to meet that requirement.

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication.

ATTACHMENTS:

1. Douglass Dedication Agreement
2. Douglass Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between DANIEL DOUGLASS, an individual, (the “Dedicator”) and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

WHEREAS, the City owns and operates a water distribution system located in the City of Fernley, Lyon County; and

WHEREAS, the Dedicator desires to transfer certain water rights to the City as described in Section 2 of this Agreement (the “Water Rights”), to be reserved and credited towards future water utility service requirements; and

WHEREAS, the City is willing to accept the Water Rights to be utilized by the Dedicator for future development requirements within the City’s water utility service area, as it may change from time to time; and

WHEREAS, the Dedicator may desire to assign its rights to apply the Water Rights towards future water utility service requirements to an assignee (the “Assignee”); and

WHEREAS, the City will accept the Water Rights in lieu of the provision of new water rights when an application for water utility service is made in the future by the Dedicator or the Assignee, thereby satisfying one of the pre-conditions for water utility service (i.e. the provision of a water right).

NOW, THEREFORE, it is hereby agreed between the Dedicator and City as follows:

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to insure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances, resolutions, statutes, standards, and policies in effect at the time the request for a

will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

- (b) Any facilities for water treatment, supply, storage, transmission and distribution, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks), located within or outside of the property for which future will-serve commitments are sought, that are requested and which are reasonably necessary to insure an adequate water supply to the property, will be constructed by the Dedicator or the Assignee, and dedicated to the City; and
- (c) Any easement or legal access reasonably necessary to insure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

2. **Dedicated Water Rights.** The Water Rights dedicated by this Agreement are described as follows:

A Four and One Hundred and Eighty-Five One-Thousandths (4.185) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1001-W. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-151-05 and further described in that certain Grant, Bargain, Sale Deed recorded in the official records of Lyon County, Nevada on December 28, 2021, as Document No. 650517.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent, and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
- (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
- (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property, and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement, and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:
- (a) The City is the final authority in determining the number of will-serve

commitments which may be granted by the City; and

- (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.

10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.

- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.

- (b) The City may reject approval of a renewal of this Agreement **only** if:

- (i) The City sends notice of the expiration of the initial twenty-five year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and

- (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.

- (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.

11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

Daniel Douglass

11050 Vincent Ln.

Reno, NV 89511

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner

contemplated hereby.

- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.
- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water

rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.

- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[Signature Pages Follow]

Agreed upon the date set forth above between the following parties:

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Daniel Douglass

Date:

The undersigned hereby affirms that there is no Social Security number contained in this document

LYON CO. APN: 020-151-05

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from DANIEL DOUGLASS, an individual, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Lyon County, State of Nevada, as described as follows, to wit:

A Four and One Hundred and Eighty-Five One-Thousandths (4.185) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1001-W. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-151-05 and further described as follows:

All that certain real property being a portion of the Southeast Quarter of Section 10, Township 20 North, Range 24 East, M.D.B.&M., Lyon County, Nevada, described as follows:



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Friendly 5 Village 2 for 52.16 ERC's for 52 Water Connections and for 52 Sewer Connections and Irrigation for Lyon County Parcel 021-303-66 located at 0 Farm District Rd. Fernley, NV

AGENDA ITEM BRIEF:

1. Friendly 5 Village 1 (Jenuane Communities Onda Verde) is seeking a Will-Serve at 0 Farm District Rd
2. This project requires 52.16 ERC's for 52 water and Sewer Connections and Irrigation (58.42 Acre Feet)
3. Jenuane Communities Onda Verde has 110.117-acre feet of beneficial interest in water rights. A portion of that will be applied towards this will-serve

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Friendly 5 Village 2 for 52.16 ERC's of Water and 52 ERC's for Sewer for Lyon County Parcel number 021-303-66 located at 0 Farm District Rd. Fernley, NV 89408"

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Friendly 5 Village 2 (Jenuane Communities Onda Verde) is seeking a will-serve for 52.16 ERC's for water, sewer, and irrigation on Lyon County Parcel 021-303-66 located at 0 Farm District Rd. Fernley, NV 89408.

Water and sewer connection fees will be paid at the time of building permit issuance.

Water: \$386,152.00

Sewer: \$275,860.00

Any additional water demands for this project after the issuance of this will serve will require additional water rights.

The water needed for this project has been previously dedicated under a prior banking agreement. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

The applicant will have 51.70-acre feet of beneficial interest in water rights left after the insurance of this will serve.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

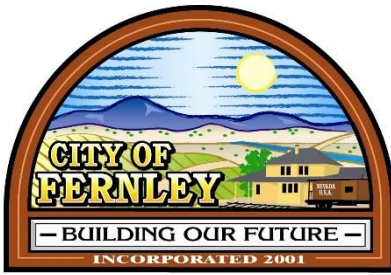
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2024.07.03 Friendly 5 Village 1 (51 units and Irrigation) Will Serve



THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Friendly 5 Village 1 (Development/ project or property located at 0 Farm District Rd Fernley, Nevada with 52.16 water connections and/or 52 sewer connections for Service to 52 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,426 per unit for water and \$5,305 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-303-66

Fernley City Council Approved Will-Serve on July 3, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Action) to participate in the settlement among the Settling States, the Participating Subdivisions, and Kroger in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al., Case Number A-19-796755-B," filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Kroger Settlement in the Net Allocation of \$158.62 to the City of Fernley and take all actions properly related thereto.

AGENDA ITEM BRIEF:

(Possible Action) to participate in the settlement among the Settling States, the Participating Subdivisions, and Kroger in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al., Case Number A-19-796755-B," filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Kroger Settlement in the Net Allocation of \$158.62 to the City of Fernley and take all actions properly related thereto.

RECOMMENDED MOTION:

I recommend approval of the settlement as outlined above.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

City Council previously approved the One Nevada Agreement on Allocation of Opioid Recoveries. This item is a settlement with Kroger pursuant to the One Nevada Agreement in Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

The City will receive funds under the settlement agreement. These funds will be a restricted use pursuant to the agreement and will be used for Opioid Mitigation.

ATTACHMENTS:

1. Kroger Opioids Settlement (Estimated 1-11)
2. Kroger Settlement Agreement
3. Kroger Exhibit K Release Form (Subdivision Participation Form)

KROGER (1-11)
OPIOID LITIGATION SETTLEMENT CALCULATOR

NEVADA RECOVERY	\$ 2,607,044.92
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LEAD LITIGATOR COSTS ESTIMATE	
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FEDERAL GOVERNMENT CMS MEDICAID COSTS (22.52%)	
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ALLOCATION AMOUNT ESTIMATE	\$ 2,607,044.92
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GOVERNMENT ENTITY	GROSS ALLOCATION	ATTORNEY FEES	NET ALLOCATION
STATE OF NEVADA	\$ 1,143,449.88	\$ 245,841.72	\$ 897,608.16
CARSON CITY	\$ 26,558.41	\$ 6,639.60	\$ 19,918.81
CHURCHILL COUNTY	\$ 10,264.27	\$ 2,566.07	\$ 7,698.20
CLARK COUNTY	\$ 979,508.08	\$ 244,877.02	\$ 734,631.06
DOUGLAS COUNTY	\$ 24,297.82	\$ 6,074.46	\$ 18,223.36
ELKO COUNTY	\$ 15,844.51	\$ -	\$ 15,844.51
ESMERALDA COUNTY	\$ 727.83	\$ 181.96	\$ 545.87
EUREKA COUNTY	\$ 1,512.73	\$ -	\$ 1,512.73
HUMBOLDT COUNTY	\$ 14,918.02	\$ 3,729.51	\$ 11,188.51
LANDER COUNTY	\$ 5,309.10	\$ -	\$ 5,309.10
LINCOLN COUNTY	\$ 3,473.53	\$ 868.38	\$ 2,605.15
LYON COUNTY	\$ 23,009.76	\$ 5,752.44	\$ 17,257.32
MINERAL COUNTY	\$ 8,771.22	\$ 2,192.81	\$ 6,578.41
NYE COUNTY	\$ 23,442.17	\$ 5,860.54	\$ 17,581.63
PERSHING COUNTY	\$ 5,304.80	\$ -	\$ 5,304.80
STOREY COUNTY	\$ 1,849.85	\$ -	\$ 1,849.85
WASHOE COUNTY	\$ 133,391.30	\$ 33,347.83	\$ 100,043.47
WHITE PINE COUNTY	\$ 15,307.12	\$ 3,826.78	\$ 11,480.34
BOULDER CITY	\$ 2,164.16	\$ 541.04	\$ 1,623.12
ELY CITY	\$ 96.85	\$ 24.21	\$ 72.64
FERNLEY CITY	\$ 211.50	\$ 52.88	\$ 158.62
HENDERSON CITY	\$ 33,692.90	\$ 8,423.23	\$ 25,269.67
LAS VEGAS CITY	\$ 69,091.89	\$ 17,272.97	\$ 51,818.92
MESQUITE CITY	\$ 2,144.27	\$ 536.07	\$ 1,608.20
NORTH LAS VEGAS CITY	\$ 35,505.16	\$ 8,876.29	\$ 26,628.87
RENO CITY	\$ 19,850.54	\$ 4,962.64	\$ 14,887.90
SPARKS CITY	\$ 6,225.01	\$ 1,556.25	\$ 4,668.76
WEST WENDOVER CITY	\$ 825.49	\$ 206.37	\$ 619.12
CENTRAL LYON FIRE PROTECTION DISTRICT	\$ 220.89	\$ 55.22	\$ 165.67
NORTH LYON FIRE PROTECTION DISTRICT	\$ 75.86	\$ 18.97	\$ 56.89
TOTAL:	\$ 2,607,044.92	\$ 604,285.26	\$ 2,002,759.66

KROGER SETTLEMENT **AGREEMENT**

KROGER SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of March 22, 2024 (the “*Agreement*”), sets forth the terms of settlement between and among the Settling States, the Participating Subdivisions, and Kroger (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Kroger, and the Participating Subdivisions. This Agreement will then be filed as part of a Consent Judgment in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

Unless otherwise specified, the following definitions apply:

A. “*Additional Remediation Amount.*” The amount available to the Settling States totaling up to \$8,000,000.00, to be paid in accord with the payment schedule at Exhibit M-3.

B. “*Adjusted State Remediation Payment.*” The State Remediation Payment reduced by the Overall State Allocation for each Non-Settling State on Exhibit F.

C. “*Agreement.*” This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. “*Alleged Harms.*” The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Released Entities.

E. “*Allocation Statute.*” A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that Settling State and/or its Subdivisions. An Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

F. “*Annual Fees Payment.*” The amounts payable by Kroger in each Payment Year comprised of the State AG Fees and Costs payment, the Additional Remediation Amount payment, and the Private Attorney Fees payment, and not including the Annual Remediation Payment.

G. *“Annual Remediation Maximum.”* The total amount available to Eligible States for Annual Remediation Payments in each Payment Year as set forth in the “Maximum Annual Remediation Payment” column of Exhibit M-1. In no event shall an Annual Remediation Payment in Payment Years 1-2, or 5-10 exceed the Annual Remediation Maximum for that Payment Year set forth in Exhibit M-1. For Payment Years 3-4, the Annual Remediation Payment may exceed the Annual Remediation Maximum for that Payment Year only to the extent needed for the Incentive Payment A Catch-up Payment for a Settling State that has not earned some or all of Incentive Payment BC in prior Payment Years, having resulted in correspondingly lower Annual Remediation Payments in those prior Payment Years. For Payment Year 11, the Annual Remediation Payment may exceed the Annual Remediation Maximum for that Payment Year only to the extent needed to pay the Incentive Payment Earn-Back provided by Section IV.H.7.

H. *“Annual Remediation Payment.”* The amount payable to the Settlement Fund by Kroger for Settling States’ Base Payments and Incentive Payments on the Payment Date for each Payment Year, as calculated by the Settlement Fund Administrator.

I. *“Appropriate Official.”* As defined in Section XIII.F.3.

J. *“Bankruptcy Code.”* Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

K. *“Bar.”* Either: (1) a law barring Subdivisions in a Settling State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the Settling State (or, in a Settling State with a single intermediate court of appeals, the intermediate court of appeals) when setting forth the general principle that Subdivisions in the Settling State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Remediation Payments by Kroger under this Agreement) shall not constitute a Bar.

L. *“Base Payment.”* As defined in Section IV.G.

M. *“Case-Specific Resolution.”* Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the annual payments by Kroger under this Agreement) shall not constitute a Case-Specific Resolution.

N. *“Claim.”* Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation,

guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, remediation, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

O. “*Claim-Over.*” A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

P. “*Compensatory Restitution Amount.*” The aggregate amount paid or incurred by Kroger hereunder for Opioid Remediation, which includes each Annual Remediation Payment and does not include amounts paid as attorneys’ fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys’ fees, investigation costs or litigation costs, which shall be up to the amount of the Adjusted State Remediation Payment.

Q. “*Consent Judgment.*” A consent judgment in a form to be agreed by the Settling States and Kroger prior to the Effective Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section X.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

R. “*Covered Conduct.*” Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Initial Participation Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) compounding, counseling and documentation relating to any Product or class of Products (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

S. “*Designated State.*” The State of Tennessee.

T. “*Effective Date.*” The date sixty (60) calendar days after the Reference Date.

U. *“Eligible States.”* The thirty-three (33) states of the United States listed in Exhibit F, and the District of Columbia.

V. *“Enforcement Committee.”* A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to Section XIII.R shall be provided when there are changes in membership or contact information.

W. *“Final Order.”* An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

X. *“Global Settlement Amount.”* The Global Settlement Amount is \$1,372,800,000, which is comprised of the State Remediation Payment, Private Attorney Fees, State AG Fees and Costs, and Additional Remediation Amount.

Y. *“Implementation Administrator.”* Rubris, Inc., which is the vendor that will be retained by Kroger for costs of up to \$1,500,000, to provide notice pursuant to Section VII.A and to manage the initial joinder period for Subdivisions, including the issuance and receipt of Subdivision Participation Agreements.

Z. *“Incentive Payment A.”* The incentive payment described in Section IV.H.4.

AA. *“Incentive Payment A Catch-up Payment.”* As defined in Section IV.H.4.f.

BB. *“Incentive Payment BC.”* The incentive payment described in Section IV.H.5.

CC. *“Incentive Payment D.”* The incentive payment described in Section IV.H.6.

DD. *“Incentive Payment Earn-Back.”* The incentive payment described in Section IV.H.7.

EE. *“Initial Participating Subdivision.”* A Subdivision that meets the requirements set forth in Section VII.D.

FF. *“Initial Participation Date.”* The date ninety (90) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of Kroger and the Enforcement Committee.

GG. “*Injunctive Relief Terms.*” The terms described in Section III and set forth in Exhibit P.

HH. “*Kroger.*” The Kroger Co.

II. “*Later Litigating Subdivision.*” A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for Alleged Harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that Settling State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

JJ. “*Later Participating Subdivision.*” A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

KK. “*Litigating Subdivision.*” A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however*, that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

LL. “*National Arbitration Panel.*” The panel comprised as described in Section VI.F.2.b.

MM. “*National Disputes.*” As defined in Section VI.F.2.a.

NN. “*Non-Eligible State.*” Any state or territory of the United States of America that is not an Eligible State.

OO. “*Non-Litigating Subdivision.*” Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

PP. “*Non-Litigating Threshold Subdivisions.*” Primary Subdivisions (a) with populations greater than 30,000 that have not sued Kroger as of the Initial Participation Date and (b) with populations between 10,000 and 30,000 that have not sued Kroger but did sue McKesson, AmerisourceBergen, Cardinal or Janssen prior to July 1, 2021 related to any allegations regarding the Products for Covered Conduct Attached as Exhibit W is a list of the Non-Litigating Threshold Subdivisions in each Eligible State. Exhibit W will be updated (including with any corrections) periodically, and a final version of Exhibit W will be attached hereto as of the Initial Participation Date.

QQ. “*Non-Participating Subdivision.*” Any Subdivision that is not a Participating Subdivision.

RR. “*Non-Party Covered Conduct Claim.*” A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

SS. “*Non-Party Settlement.*” A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

TT. “*Non-Released Entity.*” An entity that is not a Released Entity.

UU. “*Non-Settling State.*” Any Eligible State that is not a Settling State.

VV. “*Opioid Remediation.*” Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures¹ except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products in the Settling States, (2) treat or mitigate opioid use or related disorders in the Settling States, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic in the Settling States. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses in connection with the above.

WW. “*Opioid Tax.*” Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a Settling State on Kroger on the sale, transfer or distribution of opioid products; *provided, however*, that none of the following as currently enacted shall be considered an Opioid Tax for purposes of this Agreement: 16 Del. Code Chapter 48B; fees assessed by the Minnesota Board of Pharmacy under Minnesota Statutes section 151.065; any penalty assessed under Minnesota’s Opiate Product Registration Fee law, Minnesota Statutes section 151.066; the MinnesotaCare Wholesale Drug Distributor and Use Tax, Minnesota Statutes section 292.52; the Excise Tax on sale of Opioids, Article 20-D of New York’s Tax Law; the Opioid Stewardship Act, Article 33, Title 2-A of New York’s Public Health Law; and Rhode Island’s Opioid Stewardship Act, R.I. Gen. Laws §§ 21-28.10, *et seq.*

¹ Reimbursement includes amounts paid to any governmental entities for past expenditures or programs

XX. *“Overall Allocation Percentage.”* A Settling State’s percentage as set forth in Exhibit F.

YY. *“Participating Subdivision.”* Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

ZZ. *“Participation Percentage of Incentive BC Eligible Subdivision Population.”* As defined in Section IV.H.5.e.

AAA. *“Parties.”* Kroger and the Settling States (each, a *“Party”*).

BBB. *“Payment Date.”* March 31 for each Payment Year, which is the date by which Kroger makes the Annual Remediation Payment and the Annual Fees Payment.

CCC. *“Payment Year.”* The calendar year during which the applicable Annual Remediation Payment and the Annual Fees Payment is due. Payment Year 1 is 2024, Payment Year 2 is 2025 and so forth. References to payment *“for a Payment Year”* mean the Annual Remediation Payment and/or Annual Fees Payment due during that year. References to eligibility *“for a Payment Year”* mean eligibility in connection with the Annual Remediation Payment and/or Annual Fees Payment due during that year.

DDD. *“Potential Earn-Back Amount.”* As defined in Section IV.H.7.

EEE. *“Preliminary Agreement Date.”* The date on which Kroger is to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than ten (10) calendar days after the end of the notice period to Eligible States, unless it is extended by written agreement of Kroger and the Enforcement Committee.

FFF. *“Primary Fire District.”* A fire district that covers a population of 25,000, or 0.20% of an Eligible State’s population if an Eligible State’s population is greater than 18 million. If not easily calculable from state data sources and agreed to between the Eligible State and Kroger, a fire district’s population is calculated by dividing the population of the county or counties a fire district serves by the number of fire districts in the county or counties. “Primary Fire Districts” shall mean fire districts as identified in connection with the implementation of the July 21, 2021 Janssen Settlement Agreement.

GGG. *“Primary Subdivision.”* A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each Eligible State.

HHH. *“Prior Litigating Subdivision.”* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,*

that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Kroger and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

III. “*Private Attorney Fees*” are the amount to be paid by Kroger for private attorneys’ litigation fees and costs on behalf of Participating Subdivisions. The maximum amount of Private Attorney Fees are \$148,800,000. For avoidance of doubt, Private Attorney Fees do not include State AG Fees and Costs or Additional Remediation Amount.

JJJ. “*Product*.” Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Initial Participation Date.

KKK. “*Reference Date*.” The date on which Kroger is to inform the Settling States of its determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of Kroger and the Enforcement Committee.

LLL. “*Released Claims*.” Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Initial Participation Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against Released Entities, by a Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted prior to the Initial Participation Date by a Settling State, Subdivision, or Releasor (whether or not such Settling State, Subdivision, or Releasor has brought such action or proceeding). The Parties intend that this term, “Released Claims,” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

MMM. “*Released Entities.*” With respect to Released Claims, Kroger and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of Kroger; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of Kroger or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Kroger or its subsidiaries, including in any subsidiary’s capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of Kroger (solely in their capacity as parents or shareholders of Kroger with respect to Covered Conduct); and (6) any insurer of Kroger or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section X.C). An illustrative list of Kroger’s joint ventures, subsidiaries and affiliates and predecessor entities is set forth in Exhibit J. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. Notwithstanding any other provision of this Agreement, Albertsons Companies, Inc. (and its joint ventures, subsidiaries, divisions, and affiliates, and the predecessors, successors, assigns, and agents of Albertsons Companies, Inc., its joint ventures, subsidiaries, divisions, and affiliates) is not a Released Entity and will not become a Released Entity if acquired by Kroger. Any other entity acquired, or joint venture entered into, by Kroger after the Initial Participation Date is not a Released Entity. Further and notwithstanding anything else in this paragraph, no entity sued in *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) is included as a Released Entity other than the entities listed on Exhibit J.

NNN. “*Releasors.*” With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State’s Attorney General’s and/or Participating Subdivision to release Claims, (a) the Settling State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State’s Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section X.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority.

OOO. “*Remediation Accounts Fund.*” The component of the Settlement Fund described in Section V.

PPP. “*Revocation Event.*” With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

QQQ. “*Settlement Class Resolution.*” A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that Settling State that (1) conforms with that Settling State’s statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that Settling State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that Settling State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Kroger other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that Settling State opt out. In seeking certification of any Settlement Class, the applicable Settling State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

RRR. “*Settlement Fund.*” The interest-bearing fund established at U.S. Bank pursuant to this Agreement into which the Annual Remediation Payments are made under Section IV, which is intended to be classified as a “qualified settlement fund” within the meaning of 26 C.F.R. §§ 1.468B-1 *et seq.* and which shall be approved by any Settling State in accordance with the requirements of 26 C.F.R. § 1.468B-1.

SSS. “*Settlement Fund Administrator.*” BrownGreer PLC, which is the entity that annually determines the Annual Remediation Payment (including calculating offset or reduction and Incentive Payments pursuant to Section IV and any amounts subject to offset or reduction pursuant to Section XII) and Additional Remediation Amount, administers the Settlement Fund, and distributes amounts into the Remediation Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Effective Date, Kroger and the Enforcement Committee shall agree to a detailed description of the Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

TTT. “*Settlement Fund Escrow.*” The interest-bearing escrow fund established pursuant to this Agreement to hold disputed payments made under this Agreement.

UUU. “*Settlement Payment Schedule.*” The schedule attached to this Agreement as Exhibit M-1, Exhibit M-2, and Exhibit M-3.

VVV. “*Settling State.*” An Eligible State that has entered into this Agreement and delivers executed releases in accordance with Section VIII.A.

WWW. “*State Allocation.*” The State Remediation Payment multiplied by the percentage for each Eligible State listed in Exhibit F. The allocation percentages in Exhibit F reflect a re-allocation to only states in which the Released Entities operate because any and all potential claims and/or liability against the Released Entities arise from alleged Covered Conduct related to Products in those states.

XXX. “*State AG Fees and Costs.*” The amount to be paid by Kroger to the Settling States for their litigation fees and costs pursuant to Exhibit S and Exhibit T. The State AG Fees and Costs are 2% times the State Remediation Payment, minus the Additional Remediation Amount, with the maximum amount being \$16,000,000.00.

YYY. “*State Fund.*” The component of the Settlement Fund described in Section V.

ZZZ. “*Statewide Payment Amount.*” The amount from an Annual Remediation Payment to be paid to a Settling State, its separate types of funds (if applicable), and its Participating Subdivision listed on Exhibit G.

AAAA. “*State Remediation Payment.*” The maximum amount owed by Kroger to the Settling States and Subdivisions, exclusive of the Private Attorney Fees, State AG Fees and Costs, Additional Remediation Amount, and is in the amount of \$1,200,000,000.

BBBB. “*State-Subdivision Agreement.*” An agreement that a Settling State reaches with the Subdivisions in that Settling State regarding the allocation, distribution, and/or use of funds allocated to that Settling State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A Settling State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

CCCC. “*Statutory Trust.*” A trust fund established by state law to receive funds allocated to a Settling State's Remediation Accounts Fund and restrict any expenditures made using funds from the Settling State's Remediation Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A Settling State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such Settling State's Settlement Fund, but this is not required.

DDDD. “*Subdivision.*” Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a Settling State, and (2) any other subdivision, subdivision official (acting

in an official capacity on behalf of the subdivision) or sub-entity of or located within a Settling State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.² The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.³ “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.⁴ References to a Settling State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a Settling State include Subdivisions located within the Settling State even if they are not formally or legally a sub-entity of the Settling State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

EEEE. “*Subdivision Allocation Percentage.*” The portion of a Settling State’s Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V if it becomes a Participating Subdivision. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each Settling State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement,

² <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>.

³ *E.g.*, U.S. Census Bureau, “Technical Documentation: 2017 Public Use Files for State and Local Government Organization” at 7 (noting that “the Census Bureau recognizes five basic types of local governments,” that three of those are “general purpose governments” (county governments, municipal governments, and township governments), and that the other two are “school district and special district governments”), https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

⁴ A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by “FUNCTION_NAME.” “Govt_Units_2017_Final” spreadsheet, “Special District” sheet, included in “Independent Governments - list of governments with reference information,” <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>. As used herein, “Fire District” corresponds to Special District function name “24 — Local Fire Protection,” “Health District” corresponds to Special District function name “32 — Health,” “Hospital District” corresponds to Special District function name “40 — Hospitals,” and “Library District” corresponds to Special District function name “52 — Libraries.” *See id.*

Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

FFFF. “*Subdivision Fund.*” The component of the Settlement Fund described in Section V.A.

GGGG. “*Subdivision Settlement Participation Form.*” The form attached as Exhibit K that Participating Subdivisions must execute and return to the Implementation Administrator or Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision

HHHH. “*Threshold Motion.*” A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

IIII. “*Total Unearned Incentive Payments.*” As defined in Section IV.H.7.

JJJJ. “*Trigger Date.*” In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by Eligible States and Condition to Preliminary Agreement

A. *Notice to Eligible States.* On March 25, 2024, this Agreement shall be distributed to all Eligible States. The Attorneys General of the Eligible States shall then have until April 24, 2024 to decide whether to become Settling States. Eligible States that determine to become Settling States shall so notify Kroger and shall further commit to obtaining any necessary additional state releases prior to the Reference Date. This notice period may be extended by written agreement of Kroger and the Enforcement Committee.

B. *Condition to Preliminary Agreement.* Following the notice period set forth in Section II.A, Kroger shall determine whether, in its sole discretion, enough Eligible States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII. If Kroger determines that this condition has been satisfied, and that notice to the Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee on the Preliminary Agreement Date. If Kroger determine that this condition has not been satisfied, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by Eligible States.* After the Preliminary Agreement Date, an Eligible State may only become a Settling State with the consent of Kroger and the Enforcement Committee. If an Eligible State becomes a Settling State more than sixty (60) calendar days after

the Preliminary Agreement Date, but on or before the Reference Date, the Subdivisions in that Eligible State that become Participating Subdivisions within ninety (90) calendar days of the Eligible State becoming a Settling State shall be considered Initial Participating Subdivisions. An Eligible State may not become a Settling State after the Reference Date.

D. *Litigation Activity.* Following the Preliminary Agreement Date, Eligible States that determine to become Settling States shall make reasonable efforts to cease litigation activity against Kroger, including by jointly seeking stays or, where appropriate, severance of claim against Kroger, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. Annual Remediation Payments

1. Kroger shall make eleven (11) Annual Remediation Payments, each comprised of Base Payments and Incentive Payments as provided in this Section IV and as determined by the Settlement Fund Administrator as set forth in this Agreement, *provided that* the Annual Remediation Payment in Payment Year 1 shall consist solely of Base Payments. The payment schedule for the Annual Remediation Payments is attached hereto as Exhibit M-2.

2. In no instance shall Kroger's Annual Remediation Payment obligation exceed the Annual Remediation Maximum, reduced for Non-Settling States, except as specified in the definition of "Annual Remediation Maximum" for Payment Years 3, 4, and 11. In no instance shall the sum of Kroger's Annual Remediation Payment obligations for Payment Years 1-11 exceed the sum of Kroger's Annual Remediation Maximums for Payment Years 1-11, reduced for Non-Settling States.

C. Settlement Fund Payment Process

1. To determine each Annual Remediation Payment for Payment Year 2 forward, the Settlement Fund Administrator shall use the data as of sixty (60) days prior to the Payment Date for each payment, unless another provision of the Agreement specifies a different date. Prior to the Effective Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for the Settlement Fund Administrator obtaining relevant data and for

distributing funds to the Settling States and their Participating Subdivisions listed on Exhibit G consistent with the terms of this Agreement as quickly as practical.

2. The Settlement Fund Administrator shall determine the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, consistent with the provisions in Exhibit L, by:

- a. Determining, for each Settling State, the amount of Base Payments and Incentive Payments to which the Settling State is entitled by applying the criteria under Section IV.F, Section IV.G, and Section IV.H;
- b. applying any offsets, credits or reductions as specified under Section IV and Section XII;
- c. determining the total amount owed by Kroger to all Settling States and the Participating Subdivisions listed on Exhibit G; and
- d. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Remediation Payment pursuant to Section V among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

3. If, no later than fifty (50) days prior to the Payment Date, Kroger and the Enforcement Committee inform the Settlement Fund Administrator that they agree on the amount of the Annual Remediation Payment and the Statewide Payment Amount for each Settling State, Kroger shall pay the agreed-upon Annual Remediation Payment amount on the Payment Date and the Settlement Fund Administrator shall treat those amounts as the determination described in Section IV.C.2. If the Settlement Fund Administrator is not so informed, it shall give notice to Kroger, the Settling States, and the Enforcement Committee of the amount of the Annual Remediation Payment, and the Statewide Payment Amount for each Settling State, following the determination described in Section IV.C.2, and the following timeline shall apply:

- a. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, Kroger, any Settling State or the Enforcement Committee may dispute, in writing, the calculation of the Annual Remediation Payment or the Statewide Payment Amount for a Settling State. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Kroger identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.
- b. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the

Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Kroger identifying the basis for disagreement with the notice of dispute.

c. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Kroger shall pay the adjusted amount, collectively totaling that year's Annual Remediation Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Kroger of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however*, that in no circumstances shall the preliminary amount to be paid be higher than the Annual Remediation Maximum. For the avoidance of doubt, a transfer of payments from the Settlement Fund Escrow for other Payment Years does not count toward determining whether the amount to be paid is higher than the Annual Remediation Maximum.

d. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Kroger into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4.

4. If a Settling State informs the Settlement Fund Administrator that it and its Participating Subdivisions listed on Exhibit G have agreed on the amount of its Statewide Payment Amount, determined pursuant to Section IV.C.2 or Section IV.C.3, to be distributed to the Settling State, among its separate types of funds (if applicable), and among its Participating Subdivisions listed on Exhibit G, the Settlement Fund Administrator shall disburse the Statewide Payment Amount pursuant to the consensus distribution amounts provided by the Settling State as quickly as practical. For a Settling State that does not so notify the Settlement Fund Administrator, the Settlement Fund Administrator shall allocate the Settling State's Statewide Payment Amount, pursuant to Section V, among the separate types of funds for the Settling State (if applicable), and among its Participating Subdivisions listed on Exhibit G using the following procedures:

a. As soon as possible for each payment and following the determination described in Section IV.C.2 or Section IV.C.3, the Settlement Fund Administrator shall give notice to the relevant Settling States and their Participating Subdivisions listed on Exhibit G of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Participating Subdivision listed on Exhibit G for each Settling State.

b. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any Settling State or Participating Subdivision listed on Exhibit G may dispute, in writing, the calculation of the amount to be received by the relevant Settling State and/or its Participating Subdivision listed on Exhibit G. A dispute will be deemed invalid and disregarded if it challenges the

allocations adopted by a State-Subdivision Agreement approved pursuant to the provisions of Exhibit O or by statute. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, any affected Settling State, and any affected Participating Subdivision identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

c. Within twenty-one (21) days of the sending of a written notice of dispute, any affected Settling State or any affected Participating Subdivision may submit a response, in writing, to the Settlement Fund Administrator, any affected Settling State and any affected Participating Subdivision identifying the basis for disagreement with the notice of dispute.

d. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute.

e. The Settlement Fund Administrator shall place any disputed amount into the Settlement Fund Escrow and shall disburse any undisputed amount to the Settling State and its Participating Subdivisions eligible for payment.

5. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

6. The Settlement Fund Administrator may combine the disbursements of Annual Remediation Payments with disbursement of funds under other comparable opioid settlements. In determining when disbursements for each Annual Remediation Payment will be made, the Settlement Fund Administrator may take into account the timeline for the availability of disbursements under other comparable opioid settlements.

7. For the avoidance of doubt, a Subdivision not listed on Exhibit G shall not receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

D. *Procedure for Annual Remediation Payment and Annual Fees Payment in Payment Year 1.* The process described in Section IV.C shall not apply to Payment Year 1. The procedure in lieu of Section IV.C for Payment Year 1 is as set forth below:

1. The Payment Date for Payment Year 1 is March 31, 2024. Kroger shall deposit into a segregated interest-bearing bank account it establishes the “Maximum Base Payment” for Payment Year 1 as specified in Exhibit M-2. Kroger shall also deposit into two (2) separate segregated interest-bearing bank accounts it establishes: (a) the “Maximum Exhibit R Attorney Fee and Cost Funds” for Payment Year 1 as specified in Exhibit M-3; and (b) the sum of the “State Cost Fund,” the “Maximum State Outside Counsel Fee Fund,” and the “Maximum Additional Remediation Amount” for Payment Year 1 as specified in Exhibit M-3. Kroger shall separately account for the interest earned on each of the three (3) accounts.

2. Kroger shall provide proof to the Enforcement Committee of the deposits required by Section IV.D.1 by March 31, 2024. Kroger shall not remove any money from the segregated bank accounts, except as provided by Section IV.D.3 and Section IV.D.4.

3. In the event that an Eligible State does not agree to become a Settling State by the Preliminary Agreement Date, such State's share of the funds held in the segregated bank account holding the "Maximum Base Payment" for Payment Year 1 shall immediately revert to Kroger. This amount shall be calculated by multiplying the aggregate Overall Allocation Percentage attributable to Eligible States that have not agreed to become Settling State by the Preliminary Agreement Date by the "Maximum Base Payment" amount specified in Exhibit M-2 for Payment Year 1. In the event that, in accordance with the terms of Section VIII.B, Kroger determines not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the segregated bank accounts shall immediately revert to Kroger.

4. If the condition set forth in Section VIII.B is met, Kroger shall transfer into the Settlement Fund, no later than five (5) business days after the Reference Date (unless the Enforcement Committee specifies a later date), the amount in the segregated account holding the "Maximum Base Payment" for Payment Year 1 (including all interest accrued on that account) plus the total amount of the Base Payment owed in Payment Year 1 for the Eligible States that newly agreed to become a Settling State between the Preliminary Agreement Date and the Reference Date, which shall be calculated by multiplying those Settling States' Overall Allocation Percentage by the amount specified in Exhibit M-2 for Payment Year 1. If the condition set forth in Section VIII.B is met, Kroger also shall transfer into the relevant funds as directed by the Enforcement Committee, no later than five (5) business days after the Reference Date (unless the Enforcement Committee specifies a later date), the amount in the segregated account holding the "Maximum Exhibit R Attorney Fee and Cost Funds" for Payment Year 1 (including all interest accrued on that account), and the amount in the segregated account holding the sum of the "State Cost Fund," the "Maximum State Outside Counsel Fee Fund," and the "Maximum Additional Remediation Amount" for Payment Year 1 (including all interest accrued on that account), except that any reductions provided by Section IX.B and Exhibits R, S, and T shall revert to Kroger. Kroger shall provide an accounting to the Enforcement Committee of the transfers, including Statewide Payment Amount for Payment Year 1 for each Eligible State that newly agreed to become a Settling State between the Preliminary Agreement Date and the Reference Date.

5. The Annual Remediation Payment for Payment Year 1 transferred by Kroger into the Settlement Fund pursuant to Section IV.D.4 shall be disbursed by the Settlement Fund Administrator after the Effective Date to each Settling State and to its Initial Participating Subdivisions listed on Exhibit G pursuant to Section IV.C.4 through Section IV.C.7; *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions listed on Exhibit G shall not be disbursed until ten (10) calendar days after the entry of the Consent Judgment in that Settling State.

E. *Payment Date for Payment Years 2 through 11.* The Payment Date for Payment Year 2 is March 31, 2025. The Payment Date for Payment Years 3 through 11 shall be each successive March 31. The Annual Remediation Payments for those Payment Years shall be made pursuant to the process set forth in Section IV.C.

F. *Offsets to Annual Remediation Payments to the Settlement Fund for Non-Settling States.* An offset equal to \$1,200,000,000 times the Overall Allocation Percentage assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by Kroger to the Settlement Fund. For the avoidance of doubt, the Adjusted State Remediation Payment is calculated in a way that reflects this offset. The Base Payments and Incentive Payments are also subject to offset and reduction as provided in Section XII.

G. *Base Payments.*

1. Subject to the offset and reduction provisions set forth in Section XII, Kroger shall make Base Payments into the Settlement Fund in an amount equal to thirty-eight percent (38%) of the Adjusted State Remediation Payment. The maximum total for Base Payments is \$456,000,000. The Base Payments shall be due in installments consistent with Exhibit M-2 over the eleven (11) Payment Years, subject to potential offsets for Non-Settling States as provided in Section IV.F.

2. The Base Payment for any Settling State in each Payment Year shall be the Base Payment for that Payment Year specified in Exhibit M-2 times the Settling State's Overall Allocation Percentage specified in Exhibit F.

H. *Incentive Payments.*

1. Subject to the offset and reduction provisions set forth in Section XII, Kroger shall make potential additional incentive payments totaling up to a maximum of sixty-two percent (62%) of the Adjusted State Remediation Payment, with the Incentive Payment amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payments is \$744,000,000.

2. A Settling State qualifies to receive Incentive Payments in addition to Base Payments if it meets the incentive eligibility requirements specified below. With the exception of the Incentive Payment Earn-Back, the maximum total Incentive Payment for any Settling State shall be no more than the maximum total for Incentive Payments listed in Section IV.H.1 times the Settling State's Overall Allocation Percentage specified in Exhibit F. With the exception of the Incentive Payment Earn-Back, Incentive Payments are state-specific, with the actual amount depending on whether and the extent to which the criteria set forth below are met in such Settling State.

3. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A, BC and D, and the Incentive Payment Earn-Back. Incentive Payments A and BC will be due in installments over the ten (10) Payment Years beginning with Payment Year 2, and Incentive Payment D will be due in installments over Payment Years 6 through 11, as shown on Exhibit M-2. The Incentive Payment Earn-Back will be

due, if earned pursuant to Section IV.H.7, in Payment Year 11. The total amount of incentive payments in an Annual Remediation Payment shall be the sum of the incentive payments for which the individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that Payment Year under the criteria set forth below. For the avoidance of doubt, eligibility for Incentive Payments A, BC, and D shall be determined on a Settling State-by-Settling State basis.

4. Incentive Payment A.

a. Incentive Payment A is mutually exclusive with Incentive Payments BC and D; if a Settling State receives Incentive Payment A in an Annual Remediation Payment, such Settling State is not eligible for Incentive Payments BC or D in that Annual Remediation Payment. A Settling State that receives Incentive Payment A is eligible to receive the Incentive Payment Earn-Back, if the requirements of Section IV.H.7 are met.

b. Incentive Payment A shall be equal to sixty-two percent (62%) of the Adjusted State Remediation Payment, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Remediation Payment over ten (10) Payment Years, starting in Payment Year 2, and shall equal a total potential maximum of \$744,000,000 if all Eligible States qualify for Incentive Payment A. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State qualifies, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M-2 times the Settling State's Overall Allocation Percentage.

c. Qualification for Incentive Payment A is as follows: A Settling State qualifies for Incentive Payment A if, as of two (2) years of the Effective Date: (i) there is a Bar in that Settling State in full force and effect, (ii) there is a Settlement Class Resolution in that Settling State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a Settling State's population, whichever is greater, Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district, and Primary Fire Districts; or (iv) a combination of the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (*e.g.*, a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. Kroger and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Initial Participation Date.

d. A Settling State that does not qualify for Incentive Payment A as of two (2) years after the Effective Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

e. Kroger shall indicate before the Initial Participation Date whether existing legislation in a Settling State is sufficient to qualify as a Bar.

f. If a Settling State does not qualify for Incentive Payment A as of the Payment Date for Payment Year 2, and becomes eligible for Incentive Payment A as of Payment Date for Payment Year 3, it shall receive the payment that it would have received for Incentive Payment A for Payment Year 2 (the “Incentive Payment A Catch-up Payment”) on the Payment Date for Payment Year 3. If a Settling State is not eligible for Incentive Payment A as of the Payment Date for Payment Year 3, and becomes eligible for Incentive Payment A as of two (2) years after the Effective Date, it shall receive the payment that it would have received for Incentive Payment A for Payment Years 2 and 3 (also an “Incentive Payment A Catch-up Payment”) on the Payment Date for Payment Year 4. The Incentive Payment A Catch-up Payment shall be reduced by any amounts paid to the Settling State under Incentive Payment BC prior to the Settling State’s eligibility for Incentive Payment A.

g. If Kroger made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the Settling State requalifies for Incentive Payment A through any method pursuant to Section IV.H.4.c, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Kroger in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by Kroger).

5. Incentive Payment BC.

a. Incentive Payment BC shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment BC shall be up to a maximum of fifty-nine percent (59%) of the Settling State’s State Allocation. Incentive Payment BC will be due to a Settling State as part of the Annual Remediation Payment over ten (10) Payment Years, starting in Annual Remediation Payment 2. Subject to Section IV.F, Incentive Payment BC shall equal a total potential maximum of \$708,000,000 if all states are eligible.

c. A Settling State may earn Incentive Payment BC in Annual Remediation Payments 2 through 11 and may receive, when combined with the Settling State’s Base Payment, a maximum of up to ninety-seven 97% of the Settling State’s State Allocation. The maximum Incentive Payment BC for any Settling State in a given Payment Year shall be the Incentive Payment BC for that Payment Year specified in Exhibit M-2 times the Settling State’s Overall Allocation Percentage specified in Exhibit F, provided such Settling State becomes eligible for Incentive Payment BC by sixty (60) days before the Payment Date for Payment Year 6.

d. The amount of Incentive Payment BC for which a Settling State is eligible shall be determined based on the aggregate population of the Settling State’s Incentive BC Subdivisions that are Participating Subdivisions or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of all the Settling State’s Incentive BC Subdivisions. The Settling State’s Incentive BC Subdivisions are (i) all Litigating Subdivisions (including School Districts and Special Districts) and (ii) all Non-Litigating Threshold Subdivisions (collectively, all Litigating Subdivisions and all Non-Litigating Threshold Subdivisions are “*Incentive BC Subdivisions*”).

e. The percentage of the Settling State’s maximum Incentive Payment BC for the Payment Year provided by Section IV.H.5.c to which the Settling State is entitled shall be determined according to the table of Incentive BC payment levels below:

Participation Percentage of Incentive BC Eligible Subdivision Population⁵	Incentive Payment BC Percentage for the Relevant Payment Year
Less than 85%	0%
85% or more but less than 86%	3.57%
86% or more but less than 87%	8.93%

⁵ The “Participation Percentage of Incentive BC Eligible Subdivision Population” shall be determined by the aggregate population of the Settling State’s Incentive BC Subdivisions that are Participating Subdivisions, or have had their claims resolved through a Case-Specific Resolution, divided by the aggregate population of the Settling State’s Incentive BC Subdivisions. In calculating the Settling State’s population that resides in Incentive BC Subdivisions, the population of the Settling State’s Incentive BC Subdivisions shall be the sum of the population of all Incentive BC Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive BC Subdivision. An individual Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Subdivision will be excluded from the numerator or denominator under this sentence unless a Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section X) of the Subdivision to be excluded.

87% or more but less than 88%	14.29%
88% or more but less than 89%	19.64%
89% or more but less than 90%	25%
90% or more but less than 91%	30.36%
91% or more but less than 92%	35.71%
92% or more but less than 93%	41.07%
93% or more but less than 94%	46.43%
94% or more but less than 95%	51.79%
95% or more but less than 96%	60.71%
96% or more but less than 97%	68.75%
97% or more but less than 98%	76.79%
98% or more but less than 99%	84.82%
99% or more but less than 100%	92.86%
100%	100%

f. For Payment Years 2-5, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date. For Payment Years 6-11, the percentage of the available Incentive Payment BC amount for which a Settling State is eligible will be based on the Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days before the Payment Date for Payment Year 6. If Incentive BC Eligible Subdivisions that have become Participating Subdivisions, or achieved Case-Specific Resolution status, collectively represent less than eighty-five percent (85%) of a Settling State's Incentive BC Eligible Subdivision population by sixty (60) days before the Payment Date for Payment Year 6, the Settling State shall not receive any Incentive Payment BC.

g. If there are no Incentive BC Eligible Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment BC because it is not eligible for Incentive Payment A, that Settling State will receive its maximum

Incentive Payment BC for that Annual Remediation Payment provided by Section IV.H.5.c.

6. Incentive Payment D.

a. Incentive Payment D shall be available to Settling States that do not qualify for Incentive Payment A.

b. Incentive Payment D shall be equal to up to a maximum of ten percent (10%) of the Adjusted State Remediation Payment, with the actual amount depending whether and the extent to which the criteria set forth below are met in each Settling State. The maximum total for Incentive Payment D is \$120,000,000.⁶

c. Incentive Payment D shall be paid starting at Payment Year 6 and the amount of Incentive Payment D in Payment Years 6-11 will depend on (i) the Settling State meeting the qualifications set out in Section IV.H.6.d and (ii) the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6.

d. A Settling State qualifies for Incentive Payment D if no Later Litigating Subdivision (for purposes of Incentive Payment D, Later Litigating Subdivisions are limited to (i) a Primary Subdivision; (ii) a school district with a K-12 student enrollment of at least 25,000 or 0.10% of the Settling State's population, whichever is greater; (iii) a health district or hospital district that has at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; and (iv) Primary Fire Districts) in that Settling State has a lawsuit against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

e. A Settling State's qualification for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date ("*Incentive Payment D Look-Back Date*"). If a Later Litigating Subdivision's lawsuit in that Settling State survives more than six (6) months after denial in whole or in part a Threshold Motion after that date, that Settling State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

f. The Incentive Payment D for any Settling State qualifying for Incentive Payment D in Payment Years 6-11 shall be equal to between three percent (3%) and ten percent (10%) of the of the State Remediation Payment times the Settling State's Overall Allocation Percentage specified in Exhibit F. The

⁶ The Incentive Payment BC table specified in Section IV.H.5.e and Incentive Payment D table specified in Section IV.H.6.f operate so that the combined amount of Incentive Payment BC and Incentive Payment D cannot exceed sixty-two percent (62%) of the Adjusted State Remediation Payment over the term of the Agreement. Kroger will have no obligation to pay more than \$744,000,000 for the combined amounts of Incentive Payment BC and Incentive Payment D minus any offsets for Non-Settling States specified in Section IV.F.

applicable percentage shall be determined based on the Participation Percentage of Incentive BC Eligible Subdivision Population achieved by the Settling State as of sixty (60) days prior to the Payment Date for Payment Year 6 as shown in the table below:

Participation Percentage of Incentive BC Eligible Subdivision Population as of sixty (60) days prior to the Payment Date for Payment Year 6	Each Eligible Settling State's Applicable Incentive Payment D Percentage
Participation of less than 95%	10% of State Allocation
Participation of 95% but less than 96%	9% of State Allocation
Participation of 96% but less than 97%	8% of State Allocation
Participation of 97% but less than 98%	7% of State Allocation
Participation of 98% but less than 99%	6% of State Allocation
Participation of 99% but less than 100%	5% of State Allocation
Participation of 100%	3% of State Allocation

g. Incentive Payment D shall be paid in six equal installments. Prior to making the Annual Remediation Payment for Payment Years 6-11, the Settlement Fund Administrator shall determine a Settling State's qualification for Incentive Payment D as of the Incentive Payment D Look-Back Date for that Payment Year. Prior to the Incentive Payment D Look-Back Date for each Payment Year, Kroger may provide the Settlement Fund Administrator and the Enforcement Committee with notice identifying any Settling State(s) it believes do not qualify for Incentive Payment D and information supporting its belief.

h. Notwithstanding Section IV.H.6.d and Section IV.H.6.e, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D less any litigation fees and costs incurred by Kroger in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

7. Incentive Payment Earn-Back. Upon calculation of Incentive Payments A, BC, and D for Payment Year 11, all Incentive Payment amounts that have been unearned by any Settling State under this Agreement for Payment Years 2-11 will be aggregated to determine the Total Unearned Incentive Payments for all Settling States. In Payment Year 11, the Settling States can collectively qualify to receive the Total Unearned Incentive Payments, up to a maximum of 2% of the State Remediation Payment (\$24,000,000) (the "Potential Earn-Back Amount"), if there has been no lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State that survived more than six (6) months after denial in whole or in part of a Threshold Motion. If, at any point prior to Payment Year 11, any lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State survives more than (6) months

after denial in whole or in part of a Threshold Motion, no Settling State is eligible for any portion of the Potential Earn-Back Amount. If no lawsuit for Covered Conduct against a Released Entity by a Non-Eligible State or Subdivision in a Non-Eligible State survives more than six (6) months after denial in whole or in part of a Threshold Motion, then the Settling States will receive the Potential Earn-Back Amount in accordance with the Overall Allocation Percentages in Exhibit F.

I. In no event shall any Settling State receive Base Payments and Incentive Payments A, BC, and D totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F times the State Remediation Payment. However, if the requirements in Section IV.H.7 are met by the Settling States, a Settling State may receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage specified in Exhibit F times the State Remediation Payment.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be funded by the Annual Remediation Payments and comprised of a Remediation Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to Kroger.

B. Use of Settlement Payments.

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than ninety-five (95%) of Kroger's maximum amount of payments pursuant to Section IV as set forth on Exhibit M-2 over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and Kroger how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section V.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of Settling States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate Base Payments under Section IV.G among the Settling States pursuant to Section IV.G.2. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat Incentive Payments under Section IV.H on a state-specific basis. Incentive Payments for which a Settling State is eligible under Section IV.H will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Remediation Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If an offset or reduction under Section XII applies with respect to a Settling State, the offset or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Remediation Accounts Fund, and the Subdivision Fund for that Settling State.

4. Settlement Fund Administrator. Prior to the Effective Date, Kroger and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Kroger shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. *Settlement Fund Reallocation and Distribution.* As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2

address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Remediation Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.⁷ For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to Kroger and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such Settling State's State Fund, Remediation Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation then, to the extent allocation or distribution is addressed, the amounts apportioned to that Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to remediation, then the default provisions of this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that Settling State would still apply, while the distribution of the applicable State's Remediation Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Remediation Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the Settling State's Remediation Accounts Fund or to another Participating Subdivision. The Settlement Fund Administrator is not required to honor a voluntary redistribution for which notice is provided to it less than sixty (60) calendar days prior to the applicable Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts apportioned to that

⁷ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms

Settling State's State Fund, Remediation Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that Settling State's State Fund shall be distributed to that Settling State.

b. Amounts apportioned to that Settling State's Remediation Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Remediation Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Remediation Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the Settling State's Remediation Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that Settling State's Subdivision Fund shall be distributed to Participating Subdivisions in that Settling State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will directly receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3 to Special Districts that are Participating Subdivisions. A Settling State may allocate funds from its State Fund or Remediation Accounts Fund for Special Districts that are Participating Subdivisions.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, i.e., no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Remediation Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that Settling State's Remediation Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Remediation Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:

a. Regional Remediation.

(i) At least fifty percent (50%) of distributions for remediation from a Settling State's Remediation Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, the Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that Settling State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Remediation Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Remediation Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Remediation Accounts Fund to the regional expenditure and may annually adjust the percentage of its Remediation Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of Settling States that do not have counties or parishes that

function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small Settling States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.b shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Remediation Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their remediation needs, and proposals for remediation strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Remediation Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to between Kroger and the Enforcement Committee

F. *Nature of Payment.* Kroger, the Settling States, and the Participating Subdivisions each acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is less than or equal to the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by Kroger constitutes, and is paid for, compensatory restitution and remediation for alleged damage or harm caused by the potential violation of a law (within the meaning of 26 U.S.C. § 162(f)(2)(A) and 26 C.F.R. § 1.162-21(e)(4)(i) in order to restore, in whole or in part, the Settling States, Participating Subdivisions, and persons to the same position or condition that they would be in had the Settling States, Participating Subdivisions, and persons not suffered the Alleged Harms, and constitutes compensatory restitution and remediation for alleged damage or harm allegedly caused by the potential violation of a law; and

4. For the avoidance of doubt: (a) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F, (b) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (c) no portion of the Global Settlement Amount constitutes the disgorgement of any allegedly ill-gotten gains, and (d) no portion of the Global Settlement Amount is paid for, is in place of, or is properly characterized as the payment of any fine, penalty, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and Kroger; *provided, however*, that Released Entities may enforce Section X and Participating Subdivisions listed on Exhibit G have the enforcement rights described later in this paragraph and in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights against Kroger with respect to either the terms of this Agreement that apply only to or in other Settling States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Kroger with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments

that would be allocated to the Participating Subdivisions or the Remediation Accounts Fund in such Settling State; *provided, however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* Kroger consents to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Kroger believes that the ninety-five percent (95%) threshold established in Section V.B.1 is not being satisfied, any Party may request that Kroger and the Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to Kroger seeking to reduce its Annual Remediation Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the ninety-five percent (95%) threshold established in Section V.B.1; (ii) only reduce Annual Remediation Payments to those Settling States and their Participating Subdivision(s) that are below the ninety-five percent (95%) threshold established in Section V.B.1; and (iii) not reduce Annual Remediation Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Remediation Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Remediation Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Remediation Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between the Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Kroger Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State to seek resolution regarding the failure by Kroger to make its Annual Remediation Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims; and

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best

efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or Kroger shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular state's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the failure by Kroger to pay the Annual Remediation Payment or the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between Kroger and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(v) the interpretation and application of any most-favored-nation provision in Section XIII.D;

(vi) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(vii) disputes involving liability of successor entities;

(viii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, BC or D;

(ix) disputes involving a Releasor's compliance with, and the appropriate remedy under, Section X.B.4.c;

(x) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xi) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by Kroger, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Kroger on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Kroger, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Kroger whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a Settling State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, e.g., a dispute between Kroger and Settling States/Participating Subdivisions shall be split fifty percent (50%) by Kroger and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee and/or Kroger of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of Kroger such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. To the extent allowed by applicable law, this Settlement Agreement shall not be deemed to create a lien or encumbrance against any real property owned by Kroger or its affiliates, unless in the event of a default or breach of the payment provisions by Kroger. Nothing in this

Section shall be construed to limit any remedy of any Settling State or Participating Subdivision in the event of a default or breach of this Agreement by Kroger.

H. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling States' Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Kroger reserve all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Implementation Administrator shall send individual written notice (which may be delivered via e-mail or other electronic means and may be combined with distribution of the Subdivision Settlement Participation Form) of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. To the extent a Special District is entitled to an allocation for a direct payment through its inclusion in Exhibit G pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution, the Implementation Administrator, with the cooperation of the Settling States shall also send individual written notice (which may be delivered via e-mail or other electronic means) of the opportunity to participate in this Agreement and the requirements of participation to such Special Districts. Unless otherwise agreed by the Parties, the version of Exhibit G used for notice shall be the one in place as of the Preliminary Agreement Date. Notice (which may be delivered via e-mail or other electronic means) shall also be provided simultaneously to counsel of record for Litigating Subdivisions and known counsel for Non-Litigating Subdivisions and Special Districts listed on Exhibit G. Up to \$1,500,000 of the costs of the Implementation Administrator shall be paid for by Kroger. The Settling States, with the cooperation of Kroger, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions

may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Implementation Administrator or Settlement Fund Administrator (which may be executed and returned by electronic means established by the Implementation Administrator or Settlement Fund Administrator) and upon prompt dismissal with prejudice of its lawsuit following the Reference Date or the date on which the conditions for effectiveness in Section VIII.B have been met, whichever is later. A Settling State may require each Litigating Subdivision in that Settling State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Implementation Administrator until the Reference Date. If, for any reason, the Agreement does not become effective, all obligations created by such forms and releases in them shall be void *ab initio* and/ all Subdivision Participation Agreements shall be returned to Counsel for Litigating Subdivisions or to the Subdivisions not represented by counsel or destroyed to the extent that such destruction is not prohibited by then existing document preservation obligations.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. A Later Participating Subdivision shall not receive any share of any Annual Remediation Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after January 31, 2025, shall receive seventy-five percent (75%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any Base Payment or Incentive Payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its state shall receive twenty-five percent (25%) of the share of future Base Payments or Incentive Payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Kroger.

G. *Ineligible Subdivisions.* Prior Litigating Subdivisions whose claims have already been resolved, Subdivisions located in Non-Settling States, and Subdivisions not located in Eligible States cannot be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Remediation Payment, including from the State Fund and direct distributions from the Remediation Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any Base Payment and Incentive Payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Remediation Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed with Settlement—Settling States.* Following the Initial Subdivision Participation Date, the Settling States on the Enforcement Committee shall determine whether to proceed with the Agreement. No later than fifteen (15) calendar days prior to the Reference Date, the Settling States shall provide notice to Kroger and the Enforcement Committee of their decision. If the Settling States elect not to proceed, this Agreement will have no further effect, and all releases (including those contained in Subdivision Participation Agreements) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void. Within seven (7) calendar days of informing Kroger that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to Kroger.

B. *Determination to Proceed with Settlement—Kroger.* If the Settling States elect to proceed, Kroger will then determine on or before the Reference Date whether there is sufficient Eligible State participation, sufficient Subdivision participation, and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Kroger and may be based on any criteria or factors deemed relevant by Kroger.

C. *Notice by Kroger.* On or before the Reference Date, Kroger shall inform the Settling States of its determination pursuant to Section VIII.B. If Kroger determines to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If Kroger determines not to proceed, this Agreement will have no further effect, any amounts deposited for Payment Year 1, including funds referenced in Section IV.D.1 and Exhibit M, shall revert to Kroger, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

IX. Settling State and Participating Subdivision Attorneys’ Fees and Costs and Additional Remediation Amount

A. The Agreement on Subdivision Attorneys’ Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. Agreed terms concerning the State Outside Counsel Fee Fund and the State Cost Fund are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

B. Additional Remediation Amount.

1. Subject to and without exceeding the maximum payment amounts set forth in the “Additional Remediation Amount” column of Exhibit M-3 and subject to the reduction specified in Section IX.B.2, Kroger shall pay an Additional Remediation Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth in Exhibit M-3, as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

2. *Reduction of Additional Remediation Amount.* The amounts owed by Kroger pursuant to this Section IX.B shall be reduced by the allocations set forth on Exhibit N for Non-Settling States.

3. For the avoidance of doubt, (1) a Settling State that retained outside counsel in connection with the investigation of Kroger that receives an Additional Remediation Amount because the Settling State was not otherwise eligible to receive funds from the State Outside Counsel Fee Fund may choose to have the Additional Remediation Amount designated to pay the Settling State’s outside counsel, and may instruct the Settlement Fund Administrator to pay those funds directly to the Settling State’s outside counsel, and (2) Additional Remediation Amount funds, including funds designated by a Settling State to pay its outside counsel under this paragraph, shall not be subject to allocation as provided in Section V.C through Section V.E.

C. All payments addressed by this Section IX will be made on March 31 for each Payment Year in which they are due pursuant to Exhibit M-3.

X. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivisions hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;

b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section X.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Kroger in Section X.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section X.B.3 or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section X.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section X.B.2 with respect to that Non-Released Entity and that Releasor and Kroger shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Kroger:

a. Kroger shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Kroger and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement;

c. That Releasor and Kroger shall take steps sufficient and permissible under the law of the state of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Kroger or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Kroger to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Kroger by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to Kroger under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Kroger may devise to hold Kroger harmless from the Claim-Over.

d. The actions of that Releasor and Kroger taken pursuant to paragraph (c) must, in combination, ensure Kroger is not required to pay more with respect to Covered Conduct than the amounts owed by Kroger under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Kroger may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Kroger shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Kroger harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Kroger may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section X.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a clinic, hospital or other purchaser, distributor or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Kroger shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against Kroger (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, the Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to Kroger.

F. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the Settling State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and

instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the Settling State's Governor. Also for the purposes of clause (3), a release from a Settling State's Governor as set forth in Exhibit X is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Kroger to secure the prompt dismissal of any and all Released Claims, including suits brought by non-Releasors based on Released Claims. Releasors will meet and confer and make reasonable efforts to resolve any action that is filed by a Subdivision against Kroger on or after the date the Preliminary Agreement Date. This provision shall not require a Settling State to make any monetary payment or adjustment to allocation or incur other obligation.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, workers' compensation Claims, Claims for liability under tax law, Claims under securities law by a Settling State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XI. Later Litigating Subdivisions

A. *Released Claims against Released Entities.* If a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date, the following shall apply subject to Section XI.B:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim and shall not oppose a Settling State's submission in support of the Threshold Motion. Kroger shall give the relevant Settling State a reasonable opportunity to extinguish the Released Claims without any payment or any other obligations being imposed upon any Released Entities (apart from the Global Settlement Amount payable by Kroger under the Agreement or the Injunctive Relief Terms incurred by it). The relevant Settling State and Kroger shall confer and use reasonable efforts to

promptly resolve the lawsuit so that it is dismissed with prejudice. Nothing in this subsection creates an obligation for a Settling State to make a monetary payment or incur any other obligation to an entity filing a lawsuit.

2. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, Kroger shall receive a dollar-for-dollar offset against Incentive Payment D for the amount paid. The offset shall be applied against the relevant portion of the Annual Remediation Payments starting in Payment Year 11 and working backwards.

3. For the avoidance of doubt, any offset pursuant to this Section XI in a Settling State that at the time is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

4. “*Terms requiring payment*” shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General's consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. *Exceptions*

1. Section XI.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein.

2. An offset under Section XI.A.2 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XII.

3. Section XI.A shall not apply where the Later Litigating Subdivision seeks less than \$10 million, or so long as its total claim is reduced to less than \$10 million, in the lawsuit for a Released Claim at issue.

C. *No Effect on Other Provisions.* An offset under Section XI.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States.* An offset under Section XI.A applicable to one State shall not affect the allocation or payment of the Annual Remediation Payment to other Settling States.

E. *Litigating Subdivisions in Non-Eligible States.* The Settling States will not encourage, facilitate, or assist in any manner whatsoever claims for Covered Conduct against Kroger in any Settling, Non-Settling, or Non-Eligible State, regardless of whether those claims were filed against Kroger prior to, on, or after the Effective Date.

XII. Other Reductions/Offsets

A. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Kroger shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that Settling State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XI.A with respect to the Subdivision at issue.

B. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If Kroger made any Annual Remediation Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Remediation Payment, Kroger shall receive a dollar-for-dollar offset against the portion of remaining Annual Remediation Payments that would be allocated to that Settling State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Kroger by virtue of the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from Kroger during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

C. *Certain Taxes.* Amounts paid by Kroger under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against Kroger obligation to pay its share of the Annual Remediation Payment in that Payment Year that would be allocated to the taxing Settling State or its Participating Subdivisions. If such amounts paid exceed the Annual Remediation Payment allocable to the taxing Settling State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its remaining Annual Remediation Payments that would be allocated to the taxing Settling State or its Participating Subdivisions. Kroger represents that as of March 4, 2024, there is no Opioid Tax currently in effect in any Eligible State that would give rise to this offset provision.

XIII. Miscellaneous

A. *Population of General Purpose Governments.* The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July

1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.H.4.c and Section IV.H.6.d: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served.⁸ For the avoidance of doubt, this means that California healthcare districts will be measured at ten percent (10%) of their membership. Kroger and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

C. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *Most-Favored-Nation Provision*

1. If, after the Effective Date, Kroger enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIII.D.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain overall payment terms at least as favorable as those obtained by such Non-Settling State. "Overall payment terms" refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Effective Date, Kroger shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by Kroger with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the consideration set forth in Section XIII.D.1, the Settling State(s) and Kroger shall engage in the following process:

⁸ The estimates for counties and parishes were accessed at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>. The estimates for cities and towns can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html>.

a. Within sixty (60) calendar days of the date on which the Enforcement Committee provides a settlement agreement or consent judgment to Settling States, the Settling State(s) shall provide notice to Kroger of its intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. To the extent allowed by law, such notice shall be confidential and not disclosed publicly and shall provide, in detail, the basis for the Settling State(s)'s belief that it is entitled to a revision of the Agreement.

b. Kroger shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) are entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Kroger do not reach agreement as to the application of Section XIII.D.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIII.D.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State and Kroger shall be bound by the determination of the National Arbitration Panel of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to Kroger, overall payment terms at least as favorable as those obtained by such Non-Settling State.

4. This Section XIII.D does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement with Kroger that is entered into with a Non-Settling State: (a) either the earlier of (i) after the close of expert discovery or (ii) after a date ninety (90) calendar days prior to the scheduled start date of a trial between Kroger and the Non-Settling State, or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and Kroger jointly request an adjournment of the scheduled start date of a trial within ninety (90) days of that date, this exception will apply as if the trial date had not been adjourned; (b) that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; (c) the earlier of (i) after a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against Kroger in the Non-Settling State's case; (ii) after a sanctions ruling against Kroger in the Non-Settling State's case against Kroger; or (iii) after any ruling has issued in the Non-Settling State's case against any manufacturer, distributor, or pharmacy on the issue of joint and several liability. The National Arbitration Panel shall have no power to review agreements that satisfy any of the conditions described in this paragraph.

5. This Section XIII.D does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between Kroger and Non-Participating Subdivisions or Non-Participating Special Districts.

6. This Section XIII.D will not apply to any agreement entered into more than eighteen (18) months after the Effective Date.

E. *No Admission.* Kroger does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Kroger.

F. *Tax Cooperation and Reporting.*

1. Upon request by Kroger, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Kroger to establish the statements set forth in Section V.F to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by 26 C.F.R § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIII.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with Kroger with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. Pursuant to 26 C.F.R. § 1.6050X-1(a) and (b), the Designated State, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of 26 C.F.R. § 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U with respect to Kroger and (ii) any legally required forms, returns or amended returns with any applicable governmental authority, or any returns requested by Kroger, and (b) provides to Kroger a copy of (i) the IRS Form 1098-F filed with respect to Kroger and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such forms, returns, or statements shall be prepared and filed in a manner fully consistent with Section V.F. and as set forth in Section XIII.F.4.

4. Any form, return, amended return, or written statement filed or provided pursuant to Section XIII.F.3, and any similar document, shall be prepared and filed in a manner consistent with reporting the Global Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 3 of IRS Form 1098-F, as reflected in the attached Exhibit U. If the Designated State or Appropriate Official shall be required to file any form, return, amended return, or written statement contemplated by this Section

XIII.F other than an IRS Form 1098-F in the form attached as Exhibit U, the Designated State shall direct and ensure that the Appropriate Official provides to Kroger a draft of such form, return, amended return, or written statement no later than sixty (60) calendar days prior to the due date thereof, and shall accept any reasonable revisions from Kroger on the return, amended return, or written statement.

5. For the avoidance of doubt, neither Kroger nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the Settling State or Released Entity. Settling States may not assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving Kroger of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that Kroger cannot comply with this Agreement without violating such a requirement or requirements, Kroger shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement.

P. *Waive Challenge.* The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIII.N.

Q. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

R. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller, Deputy General Counsel

PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

Jonathan Skrmetti, Attorney General
Tennessee Attorney General's Office
Attn: Michael Leftwich, Senior Deputy Attorney General
Hamilton Millwee, Assistant Attorney General
P.O. Box 20207
Nashville, TN 37202
Michael.Leftwich@ag.tn.gov
Hamilton.Millwee@ag.tn.gov

For the Plaintiffs' Executive Committee:

Co-leads
Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue
7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Paul T. Farrell, Jr.
Farrell & Fuller, LLP
270 Munoz Rivera Ave.
Suite 201
San Juan, Puerto Rico 00918
paul@farrellfuller.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

For Kroger:

Chantale Fiebig
Weil, Gotshal & Manges LLP
2001 M St. NW
Washington, D.C. 20036
Chantale.fiebig@weil.com

Dan Nadratowski
Weil, Gotshal & Manges LLP
2001 M St. NW

Washington, D.C. 20036
Daniel.nadratowski@weil.com

and

Christine Wheatley
christine.wheatley@kroger.com
1014 Vine St.
Cincinnati, OH 45202

Antonio Matthews
toney.matthews@kroger.com
1014 Vine St.
Cincinnati, OH 45202

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIII.R.

S. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, Kroger and its respective successors and assigns.

2. Kroger shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of Kroger (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by Kroger) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize Kroger's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless Kroger obtains the

acquiror's agreement that it will be either a guarantor of or successor to the percentage of Kroger's remaining Payment Obligations under this Agreement equal to the percentage of Kroger's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of Kroger most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIII.U shall be enforceable solely by the Settling States, and any objection under this Section XIII.U not raised within sixty (60) calendar days of the announcement of the relevant transaction is waived.

V. *Modification, Amendment, Alteration.* In the event the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, or Kroger concludes prior to the Reference Date that technical corrections are required to this Agreement, the Plaintiffs' Executive Committee, the Executive Committee of the State Attorneys General, and Kroger shall meet and confer and make such amendments as they agree are appropriate. After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Kroger, along with the signature of at least two-thirds of those then serving as Attorney General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in Settling States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

W. *Termination.*

1. Unless otherwise agreed to by each of Kroger and the Settling States, this Agreement and all of its terms (except Section XIII.Q and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to a Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has

become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIII.W.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Kroger and the Settling State shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. Kroger and the Settling State shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Kroger and the Settling State shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless Kroger and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 11, *provided* that Kroger has performed its Payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Section XIII.W.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIII.W.3.

X. *Governing Law.* Except as (1) otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Kroger or against which Kroger is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

Y. *Bankruptcy.* The following provisions shall apply if Kroger enters bankruptcy and (i) the Kroger bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by Kroger pursuant to 11 U.S.C. § 365:

1. In the event that the both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to Kroger) that the financial obligations of this Agreement have been terminated and

rendered null and void (except as provided in Section XIII.Y.1.a) due to a material breach by Kroger, whereupon:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to Kroger; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to Kroger and the Settling States shall have the right to assert any and all claims against Kroger in the bankruptcy or otherwise without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than Kroger itself; and (ii) in the event the Settling State asserts any Released Claim against Kroger after the rejection and/or termination of this Agreement as described in this Section XIII.Y.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments the Settling State has previously received from Kroger under this Agreement shall be applied to reduce the amount of any such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that the Settling State is required to disgorge or repay to Kroger's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Kroger subject to all defenses and rights of the Kroger.

Z. *Waiver.* Kroger, for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the “Texas Statutes”), and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes related to its debts or liabilities related to Released Claims, Claims that would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement, in each case until such time as all of Kroger's payment obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Kroger's payment obligations incurred hereunder are satisfied in full, Kroger's rights to execute a divisional merger or equivalent transaction or restructuring related to its debts or liabilities related to Released Claims, Claims that

would have been Released Claims if they had been brought by a Releasor against a Released Entity before the Effective Date, or this Agreement that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

EXHIBIT A

Alleged Harms

The following expert reports that were served in connection with the case captioned *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804 (N.D. Ohio) provide non-exclusive examples of Alleged Harms:

1. Expert reports of G. Caleb Alexander, dated April 16, 2021.
2. Expert reports of David Cutler, dated April 16, 2019; supplemental expert report of David Cutler, dated April 21, 2021; and second supplemental expert report of David Cutler, dated May 10, 2021.
3. Expert report of David Herzberg, dated April 16, 2021.
4. Expert reports of Katherine M. Keyes, Ph.D., dated April 16, 2021; supplemental expert report of Katherine M. Keyes, Ph.D, dated June 2, 2021.
5. Expert reports of Dr. Anna Lembke, M.D., dated April 16, 2021.
6. Expert report of Harvey Rosen, dated April 16, 2021.
7. Expert report of Nancy Young, dated April 16, 2021.

EXHIBIT B

Enforcement Committee Organization Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “Committee”) to exist and operate during the term of the Agreement in connection with Kroger and shall control the regulation and management of the Committee’s affairs.

ARTICLE II

Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Kroger dated March 22, 2024.

ARTICLE III

Members of the Committee

(1) Number of Members

The Committee will consist of thirteen (13) members (the “Members”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eight (8) Settling State Members and five (5) Participating Subdivision Members; at least two (2) of the Participating Subdivisions shall be counties and at least two (2) shall be municipalities. The initial Settling State Members are representatives from: California, Colorado, Illinois, North Carolina, Ohio, Tennessee, Texas, and Virginia. The initial Participating Subdivision Members are: [●]. Until fifteen (15) months from the Effective Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After fifteen (15) months from the Effective Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV

Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V

Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI

Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII

Duties

(1) Prior to the Effective Date

The Committee shall be responsible for any additional negotiations with Kroger, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement, except that any additional negotiations related to the Injunctive Relief Terms (Exhibit P) shall be handled by the States Injunctive Relief Committee in accordance with the terms of Exhibit P.

(2) After the Effective Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Kroger, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Kroger, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII

Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivisions Exhibit

1. Auburn, City of, Alabama
2. Decatur, City of, Alabama
3. Hartselle, City of, Alabama
4. Lee, County of, Alabama
5. Madison, County of, Alabama
6. Mobile County Board of Health, Alabama
7. Morgan, County of, Alabama
8. Winston, County of, Alabama
9. Arizona Municipal Risk Retention Pool, Arizona
10. Kingman, City of, Arizona
11. Mohave, County of, Arizona
12. Pinal, County of, Arizona
13. Prescott, City of, Arizona
14. Amador, County of, California
15. Butte, County of, California
16. Calaveras, County of, California
17. Chico, City of, California
18. Chula Vista, City of, California
19. Clearlake, City of, California
20. Del Norte, County of, California
21. El Dorado, County of, California
22. Fresno, County of, California

23. Imperial, County of, California
24. Inyo, County of, California
25. Lakeport, City of, California
26. Lassen, County of, California
27. Madera, County of, California
28. Mariposa, County of, California
29. Merced, County of, California
30. Modoc, County of, California
31. Mono, County of, California
32. Monterey, County of, California
33. Nevada, County of, California
34. Placer, County of, California
35. Plumas, County of, California
36. Riverside, County of, California
37. Sacramento, County of, California
38. San Bernardino, County of, California
39. San Diego, County of , California
40. San Jose, City of, California
41. Shasta, County of, California
42. Sutter, County of, California
43. Tehama, County of, California
44. Trinity, County of, California
45. Tuolumne, County of, California
46. Yolo, County of, California
47. Yuba, County of, California

48. Adams, County of, Colorado
49. Alamosa, City of, Colorado
50. Alamosa, County of, Colorado
51. Arapahoe, County of, Colorado
52. Aurora, City of, Colorado
53. Black Hawk, City of, Colorado
54. Boulder, County of, Colorado
55. Brighton, City of, Colorado
56. Broomfield, City of, Colorado
57. Broomfield, County of, Colorado
58. Chaffee, County of, Colorado
59. Commerce, City of, Colorado
60. Conejos, County of, Colorado
61. Denver, City of, Colorado
62. Denver, County of, Colorado
63. Federal Heights, City of, Colorado
64. Fremont, County of, Colorado
65. Greeley, City of, Colorado
66. Hudson, Town of, Colorado
67. Jefferson, County of, Colorado
68. Lakewood, City of, Colorado
69. Larimer, County of, Colorado
70. Las Animas, County of, Colorado
71. Mesa, County of, Colorado
72. Northglenn, City of, Colorado

73. Otero, County of, Colorado
74. Pueblo, County of, Colorado
75. Sheridan, City of, Colorado
76. Teller, County of, Colorado
77. Thornton, City of, Colorado
78. Westminster, City of, Colorado
79. Wheat Ridge, City of, Colorado
80. Yuma, County of, Colorado
81. Escambia, County of, Florida
82. Pensacola, City of, Florida
83. Albany, City of, Georgia
84. Appling, County of, Georgia
85. Athens-Clarke, County of, Georgia
86. Atlanta, City of, Georgia
87. Augusta, City of, Georgia
88. Bainbridge, City of, Georgia
89. Bainbridge and Decatur County Hospital Authority, Georgia
90. Baldwin, County of/ Baldwin (Sheriff of) County of, Georgia
91. Banks, County of, Georgia
92. Bartow, County of, Georgia
93. Ben Hill, County of, Georgia
94. Bibb, County of, Georgia
95. Brantley, County of, Georgia
96. Bullock, County of, Georgia
97. Burke, County of, Georgia

98. Butts, County of, Georgia
99. Camden, County of, Georgia
100. Candler, County of, Georgia
101. Candler County Hospital Authority, Georgia
102. Cartersville, City of, Georgia
103. Charlton, County of, Georgia
104. Chattooga, County of, Georgia
105. Cherokee, County of, Georgia
106. Clay, County of, Georgia
107. Clayton, County of, Georgia
108. Clinch, County of, Georgia
109. Clinch County Hospital Authority, Georgia
110. Columbia, County of, Georgia
111. Cobb, County of, Georgia
112. Cook, County of, Georgia
113. Crisp, County of, Georgia
114. Dawson, County of, Georgia
115. Decatur, County of, Georgia
116. DeKalb, County of, Georgia
117. Dooly, County of, Georgia
118. Dougherty, County of , Georgia
119. Early, County of, Georgia
120. Effingham, County of, Georgia
121. Elbert, County of, Georgia
122. Emanuel, County of, Georgia

123. Evans, County of, Georgia
124. Fayette, County of, Georgia
125. Fitzgerald, City of, Georgia
126. Floyd, County of, Georgia
127. Forsyth, County of, Georgia
128. Fulton, County of, Georgia
129. Gainesville, City of, Georgia
130. Glascock, County of, Georgia
131. Greene, County of, Georgia
132. Gwinnett, County of, Georgia
133. Habersham, County of, Georgia
134. Hall, County of, Georgia
135. Hancock, County of, Georgia
136. Henry, County of, Georgia
137. Houston, County of, Georgia
138. Houston, County of/Houston (Sheriff of) County of, Georgia
139. Irwin, County of, Georgia
140. Jackson, County of, Georgia
141. Jasper, County of, Georgia
142. Jeff Davis, County of, Georgia
143. Jefferson, County of, Georgia
144. Johnson, County of, Georgia
145. Jones, County of, Georgia
146. Laurens, County of, Georgia
147. Lee, County of, Georgia

148. Liberty, County of, Georgia
149. Lincoln, County of, Georgia
150. Long, County of, Georgia
151. Lumpkin, County of, Georgia
152. Macon-Bibb, County of, Georgia
153. Madison, County of, Georgia
154. McDuffie, County of, Georgia
155. McIntosh, County of, Georgia
156. Milledgeville, City of, Georgia
157. Montgomery, County of, Georgia
158. Newton, County of, Georgia
159. Oconee, County of, Georgia
160. Oglethorpe, County of, Georgia
161. Pike, County of, Georgia
162. Polk, County of, Georgia
163. Pulaski, County of, Georgia
164. Rabun, County of, Georgia
165. Randolph, County of, Georgia
166. Rockdale, County of, Georgia
167. Rome, City of, Georgia
168. Savannah, City of, Georgia
169. Screven, County of, Georgia
170. Seminole, County of, Georgia
171. Spalding, County of, Georgia
172. Springfield, City of, Georgia

- 173. Stephens, County of, Georgia
- 174. Sumter, County of, Georgia
- 175. Taliaferro, County of, Georgia
- 176. Tattnall, County of, Georgia
- 177. Tifton, City of, Georgia
- 178. Toombs, County of, Georgia
- 179. Towns, County of, Georgia
- 180. Troup, County of, Georgia
- 181. Twiggs, County of, Georgia
- 182. Union, County of, Georgia
- 183. Walton, County of, Georgia
- 184. Ware, County of/Ware, (Sheriff of) County of, Georgia
- 185. Warren, County of, Georgia
- 186. Washington, County of, Georgia
- 187. Wayne, County of, Georgia
- 188. Whitfield, County of, Georgia
- 189. Wilkes, County of, Georgia
- 190. Worth, County of, Georgia
- 191. Adams, County of, Idaho
- 192. Bingham, County of, Idaho
- 193. Blaine, County of, Idaho
- 194. Boise, County of, Idaho
- 195. Bonneville, County of, Idaho
- 196. Canyon, County of, Idaho
- 197. Caribou, County of, Idaho

198. Cassia, County of, Idaho
199. Elmore, County of, Idaho
200. Latah, County of, Idaho
201. Minidoka, County of, Idaho
202. Owyhee, County of, Idaho
203. Payette, County of, Idaho
204. Boone, County of, Illinois
205. Bureau, County of, Illinois
206. Champaign, County of, Illinois
207. Christian, County of, Illinois
208. Cook, County of, Illinois
209. Dekalb, County of, Illinois
210. Dupage, County of, Illinois
211. Franklin, County of, Illinois
212. Henry, County of, Illinois
213. Herrin, City of, Illinois
214. Jefferson, County of, Illinois
215. Kane, County of, Illinois
216. Kankakee, County of, Illinois
217. Kendall, County of, Illinois
218. Logan, County of, Illinois
219. Macon, County of, Illinois
220. Macoupin, County of, Illinois
221. Marion, City of, Illinois
222. Mchenry, County of, Illinois

- 223. Platt, County of, Illinois
- 224. Putnam, County of, Illinois
- 225. Rockford, City of, Illinois
- 226. Rock Island, County of, Illinois
- 227. Saline, County of, Illinois
- 228. Sangamon, County of, Illinois
- 229. Stephenson, County of, Illinois
- 230. West Frankfort, City of, Illinois
- 231. Will, County of, Illinois
- 232. Winnebago, County of, Illinois
- 233. Alexandria, City of, Indiana
- 234. Allen, County of, Indiana
- 235. Bloomington, City of, Indiana
- 236. Benton, County of, Indiana
- 237. Connersville, City of, Indiana
- 238. Danville, Town of, Indiana
- 239. Delaware, County of, Indiana
- 240. Elwood, City of, Indiana
- 241. Fayette, County of, Indiana
- 242. Franklin, City of, Indiana
- 243. Franklin, County of, Indiana
- 244. Huntington, City of, Indiana
- 245. Jackson, County of, Indiana
- 246. Jeffersonville, City of, Indiana
- 247. Jennings, County of, Indiana

- 248. Lafayette, City of, Indiana
- 249. Lawrence, City of, Indiana
- 250. Lawrence, County of, Indiana
- 251. Madison, County of, Indiana
- 252. Martinsville, City of, Indiana
- 253. Mooresville, Town of, Indiana
- 254. Morgan, County of, Indiana
- 255. New Albany, City of, Indiana
- 256. New Castle, City of, Indiana
- 257. Noblesville, City of, Indiana
- 258. Pendleton, Town of, Indiana
- 259. Peru, City of, Indiana
- 260. Plainfield, Town of, Indiana
- 261. Richmond, City of, Indiana
- 262. Ripley, County of, Indiana
- 263. Seymour, City of, Indiana
- 264. Sheridan, Town of, Indiana
- 265. South Bend, City of, Indiana
- 266. Terre Haute, City of, Indiana
- 267. Tippecanoe, County of, Indiana
- 268. Vigo, County of, Indiana
- 269. Westfield, City of, Indiana
- 270. West Lafayette, City of, Indiana
- 271. Zionsville, Town of, Indiana
- 272. Barber, County of, Kansas

- 273. Cowley, County of, Kansas
- 274. Finney, County of, Kansas
- 275. Ford, County of, Kansas
- 276. Harvey, County of, Kansas
- 277. Johnson, County of, Kansas
- 278. Leavenworth, County of, Kansas
- 279. Pratt, County of, Kansas
- 280. Reno, County of, Kansas
- 281. Sedgwick, County of, Kansas
- 282. Seward, County of, Kansas
- 283. Wichita, City of, Kansas
- 284. Anderson, County of, Kentucky
- 285. Bell, County of, Kentucky
- 286. Bellefonte, City of, Kentucky
- 287. Boone, County of, Kentucky
- 288. Boyd, County of, Kentucky
- 289. Boyle, County of, Kentucky
- 290. Breckinridge, County of, Kentucky
- 291. Bullitt, County of, Kentucky
- 292. Campbell, County of, Kentucky
- 293. Christian, County of, Kentucky
- 294. Clark, County of, Kentucky
- 295. Covington, City of, Kentucky
- 296. Franklin, County of, Kentucky
- 297. Green, County of, Kentucky

- 298. Greenup, City of, Kentucky
- 299. Hardin, County of, Kentucky
- 300. Henderson, City of, Kentucky
- 301. Hopkins, County of, Kentucky
- 302. Jenkins, City of, Kentucky
- 303. Jessamine, County of, Kentucky
- 304. Kenton, County of, Kentucky
- 305. Kentucky River District Health Department, Kentucky
- 306. Laurel, County of, Kentucky
- 307. Lexington, City of, Kentucky
- 308. London, City of, Kentucky
- 309. Louisville/Jefferson, County of, Kentucky
- 310. Madison, County of, Kentucky
- 311. McCracken, County of, Kentucky
- 312. Meade, County of, Kentucky
- 313. Montgomery, County of, Kentucky
- 314. Morehead, City of, Kentucky
- 315. Ohio, County of, Kentucky
- 316. Oldham, County of, Kentucky
- 317. Paducah, City of, Kentucky
- 318. Pineville, City of, Kentucky
- 319. Powell, County of, Kentucky
- 320. Pulaski, County of, Kentucky
- 321. Rowan, County of, Kentucky
- 322. Russell, City of, Kentucky

- 323. Scott, County of, Kentucky
- 324. Shelby, County of, Kentucky
- 325. South Shore, City of, Kentucky
- 326. Vanceburg, City of, Kentucky
- 327. Wayne, County of, Kentucky
- 328. Woodford, County of, Kentucky
- 329. Worthington, City of, Kentucky
- 330. Allen, Parish of/Allen, (Sheriff of) Parish of, Louisiana
- 331. Ascension, Parish of/Ascension, (Sheriff of) Parish of, Louisiana
- 332. Avoyelles, Parish of/Avoyelles, (Sheriff of) Parish of, Louisiana
- 333. Calcasieu, Parish of/Calcasieu, (Sheriff of) Parish of, Louisiana
- 334. East Baton Rouge, Parish of/East Baton Rouge, (Sheriff of) Parish of, Louisiana
- 335. East Carroll, Parish of/East Carroll, (Sheriff of) Parish of, Louisiana
- 336. Evangeline, Parish of/Evangeline, (Sheriff of) Parish of, Louisiana
- 337. Jefferson Davis, Parish of/Jefferson Davis, (Sheriff of) Parish of, Louisiana
- 338. Lafayette, Parish of/Lafayette, (Sheriff of) Parish of, Louisiana
- 339. Moorehouse, Parish of/Moorehouse, (Sheriff of) Parish of, Louisiana
- 340. Ouachita, Parish of/Ouachita, (Sheriff of) Parish of, Louisiana
- 341. Rapides, Parish of/Rapides, (District Attorney of) Parish of, Louisiana
- 342. Rapids, Parish of/Rapids, (Sheriff of) Parish of, Louisiana
- 343. Richland, Parish of/Richland, (Sheriff of) Parish of, Louisiana
- 344. Sabine, Parish of/Sabine, (Sheriff of) Parish of, Louisiana
- 345. Shreveport, City of, Louisiana
- 346. Vernon, Parish of/Vernon, (Sheriff of) Parish of, Louisiana
- 347. Washington, Parish of/Washington, (Sheriff of) Parish of, Louisiana

- 348. West Carrol, Parish of/West Carrol, (Sheriff of) Parish of, Louisiana
- 349. Calvert, County of, Maryland
- 350. Cambridge, City of, Maryland
- 351. Dorchester, County of, Maryland
- 352. Bay, County of, Michigan
- 353. Branch, County of, Michigan
- 354. Calhoun, County of, Michigan
- 355. Canton, Charter Township of, Michigan
- 356. Clinton, Charter Township of, Michigan
- 357. Eaton, County of, Michigan
- 358. Huron, Charter Township of, Michigan
- 359. Kalamazoo, County of, Michigan
- 360. Livonia, City of, Michigan
- 361. Monroe, County of, Michigan
- 362. Muskegon, County of, Michigan
- 363. Northville, Charter Township of, Michigan
- 364. Pittsfield, Charter Township of, Michigan
- 365. Pontiac, City of, Michigan
- 366. Romulus, City of, Michigan
- 367. Van Buren, Charter Township of, Michigan
- 368. Arcola, Town of, Mississippi
- 369. Bolivar, County of, Mississippi
- 370. Desoto, County of, Mississippi
- 371. Hinds, County of, Mississippi
- 372. Jackson, City of, Mississippi

- 373. Lafayette, County of, Mississippi
- 374. Laurel, City of, Mississippi
- 375. Madison, County of, Mississippi
- 376. Mound Bayou, City of, Mississippi
- 377. Audrain, County of, Missouri
- 378. Boone, County of, Missouri
- 379. Callaway, County of, Missouri
- 380. Chariton, County of, Missouri
- 381. Cole, County of, Missouri
- 382. Douglas, County of, Missouri
- 383. Gasconade, County of, Missouri
- 384. Jackson, County of, Missouri
- 385. Kansas City, City of, Missouri
- 386. Knox, County of, Missouri
- 387. Lewis, County of, Missouri
- 388. Maries, County of, Missouri
- 389. Miller, County of, Missouri
- 390. Moniteau, County of, Missouri
- 391. Montgomery, County of, Missouri
- 392. Osage, County of, Missouri
- 393. Ozark, County of, Missouri
- 394. Pemiscot, County of, Missouri
- 395. Phelps, County of, Missouri
- 396. Pulaski, County of, Missouri
- 397. Randolph, County of, Missouri

- 398. Reynolds, County of, Missouri
- 399. Ripley, County of, Missouri
- 400. Schyuler, County of, Missouri
- 401. Shannon, County of, Missouri
- 402. Shelby, County of, Missouri
- 403. St. Charles, County of, Missouri
- 404. St. Louis, County of, Missouri
- 405. Warren, County of, Missouri
- 406. Webster, County of, Missouri
- 407. Wright, County of, Missouri
- 408. Douglas, County of, Nebraska
- 409. Clark, County of, Nevada
- 410. Douglas, County of, Nevada
- 411. Fernley, City of, Nevada
- 412. Lyon, County of, Nevada
- 413. Nye, County of, Nevada
- 414. West Wendover, City of, Nevada
- 415. Cabarrus, County of, North Carolina
- 416. Cleveland, County of, North Carolina
- 417. Davidson, County of, North Carolina
- 418. Durham, County of, North Carolina
- 419. Iredell, County of, North Carolina
- 420. Mecklenburg, County of, North Carolina
- 421. Athens, County of, Ohio
- 422. Auglaize, County of, Ohio

423. Belmont, County of, Ohio
424. Brown, County of, Ohio
425. Butler, County of, Ohio
426. Champaign, County of, Ohio
427. Cincinnati, City of, Ohio
428. Clermont, County of, Ohio
429. Cleveland, City of, Ohio
430. Clinton, County of, Ohio
431. Crawford, County of, Ohio
432. Cuyahoga, County of, Ohio
433. Dayton, City of, Ohio
434. Delaware, County of, Ohio
435. Drake, County of, Ohio
436. Erie, County of, Ohio
437. Fairfield, City of, Ohio
438. Fairfield, County of, Ohio
439. Fayette, County of, Ohio
440. Finlay, City of, Ohio
441. Franklin, County of, Ohio
442. Fulton, County of, Ohio
443. Hamilton, City of, Ohio
444. Hamilton, County of, Ohio
445. Hancock, County of, Ohio
446. Hocking, County of, Ohio
447. Ironton, City of, Ohio

- 448. Jackson, County of, Ohio
- 449. Jefferson, County of, Ohio
- 450. Knox, County of, Ohio
- 451. Lawrence, County of, Ohio
- 452. Lebanon, City of, Ohio
- 453. Licking, County of, Ohio
- 454. Logan, County of, Ohio
- 455. Lucas, County of, Ohio
- 456. Marion, County of, Ohio
- 457. Meigs, County of, Ohio
- 458. Mental Health and Recovery Services Board of Allen County, Ohio
- 459. Mental Health and Recovery Services Board of Auglaize County, Ohio
- 460. Mental Health and Recovery Services Board of Hardin County, Ohio
- 461. Middletown, City of, Ohio
- 462. Montgomery, County of, Ohio
- 463. Morrow, County of, Ohio
- 464. Muskingum, County of, Ohio
- 465. Noble, County of, Ohio
- 466. Ottawa, County of, Ohio
- 467. Perry, County of, Ohio
- 468. Pike, County of, Ohio
- 469. Portsmouth, City of, Ohio
- 470. Ross, County of, Ohio
- 471. Sandusky, County of, Ohio
- 472. Sciota, County of, Ohio

- 473. Seneca, County of, Ohio
- 474. Shelby, County of, Ohio
- 475. St. Mary's, City of, Ohio
- 476. Summit, County of, Ohio
- 477. Toledo, City of, Ohio
- 478. Washington, County of, Ohio
- 479. Clackamas, County of, Oregon
- 480. Clatsop, County of, Oregon
- 481. Columbia, County of, Oregon
- 482. Coos, County of, Oregon
- 483. Curry, County of, Oregon
- 484. Jackson, County of, Oregon
- 485. Josephine, County of, Oregon
- 486. Lane, County of, Oregon
- 487. Multnomah, County of, Oregon
- 488. Portland, City of, Oregon
- 489. Washington, County of, Oregon
- 490. Yarnhill, County of, Oregon
- 491. Abbeville, County of, South Carolina
- 492. Allendale, County of, South Carolina
- 493. Anderson, County of, South Carolina
- 494. Bamberg, County of, South Carolina
- 495. Barnwell, County of, South Carolina
- 496. Beaufort, County of, South Carolina
- 497. Calhoun, County of, South Carolina

- 498. Charleston, City of, South Carolina
- 499. Cherokee, County of, South Carolina
- 500. Chester, County of, South Carolina
- 501. Chesterfield, County of, South Carolina
- 502. Clarendon, County of, South Carolina
- 503. Colleton, County of, South Carolina
- 504. Dillon, County of, South Carolina
- 505. Dorchester, County of, South Carolina
- 506. Edgefield, County of, South Carolina
- 507. Fairfield, County of, South Carolina
- 508. Florence, County of, South Carolina
- 509. Greenwood, County of, South Carolina
- 510. Greenville, County of, South Carolina
- 511. Hampton, County of, South Carolina
- 512. Horry, County of, South Carolina
- 513. Jasper, County of, South Carolina
- 514. Kershaw, County of, South Carolina
- 515. Laurens, County of, South Carolina
- 516. Lee, County of, South Carolina
- 517. Lexington, County of, South Carolina
- 518. Marion, County of, South Carolina
- 519. Marlboro, County of, South Carolina
- 520. McCormick, County of, South Carolina
- 521. Mt. Pleasant, Town of, South Carolina
- 522. Newberry, County of, South Carolina

- 523. North Charleston, City of, South Carolina
- 524. Oconee, County of, South Carolina
- 525. Orangeburg, County of, South Carolina
- 526. Pickens, County of, South Carolina
- 527. Saluda, County of, South Carolina
- 528. Spartanburg, County of, South Carolina
- 529. Summerville, Town of, South Carolina
- 530. Sumter, County of, South Carolina
- 531. Union, County of, South Carolina
- 532. Williamsburg, County of, South Carolina
- 533. York, County of, South Carolina
- 534. Arlington, Town of, Tennessee
- 535. Davidson, County of, Tennessee
- 536. Madison, County of, Tennessee
- 537. Memphis, City of, Tennessee
- 538. Montgomery, County of, Tennessee
- 539. Nashville, County of, Tennessee
- 540. Rutherford, County of, Tennessee
- 541. Shelby, County of, Tennessee
- 542. Washington, County of, Tennessee
- 543. Williamson, County of, Tennessee
- 544. Brazos, County of, Texas
- 545. Dallas, County of, Texas
- 546. Kaufman, County of, Texas
- 547. Lamar, County of, Texas

548. Montgomery, County of, Texas
549. Rusk, County of, Texas
550. San Antonio, City of, Texas
551. Tarrant, County of, Texas
552. Beaver, County of, Utah
553. Cache, County of, Utah
554. Daggett, County of, Utah
555. Duchesne, County of, Utah
556. Emery, County of, Utah
557. Garfield, County of, Utah
558. Juab ,County of, Utah
559. Kane, County of, Utah
560. Piute, County of, Utah
561. Rich, County of, Utah
562. Salt Lake, County of, Utah
563. Sevier, County of, Utah
564. Summit, County of, Utah
565. Tooele, County of, Utah
566. Tricounty Health Department, Utah
567. Uintah, County of, Utah
568. Utah, County of, Utah
569. Wasatch, County of, Utah
570. Washington, County of, Utah
571. Wayne, County of, Utah
572. Weber, County of, Utah

573. Danville, City of, Virginia
574. Norfolk, City of, Virginia
575. Richmond, City of, Virginia
576. Scott, County of, Virginia
577. Virginia Beach, City of, Virginia
578. Wise, County of, Virginia
579. Clark, County of, Washington
580. Jefferson, County of, Washington
581. Kittitas, County of, Washington
582. Vancouver, City of, Washington
583. Adams, County of, Wisconsin
584. Ashland, County of, Wisconsin
585. Barron, County of, Wisconsin
586. Bayfield, County of, Wisconsin
587. Brown, County of, Wisconsin
588. Buffalo, County of, Wisconsin
589. Burnett, County of, Wisconsin
590. Calumet, County of, Wisconsin
591. Chippewa, County of, Wisconsin
592. Clark, County of, Wisconsin
593. Columbia, County of, Wisconsin
594. Crawford, County of, Wisconsin
595. Dodge, County of, Wisconsin
596. Door, County of, Wisconsin
597. Douglas, County of, Wisconsin

598. Dunn, County of, Wisconsin
599. Eau Claire, County of, Wisconsin
600. Florence, County of, Wisconsin
601. Fond Du Lac, County of, Wisconsin
602. Forest, County of, Wisconsin
603. Grant, County of, Wisconsin
604. Green, County of, Wisconsin
605. Green Lake, County of, Wisconsin
606. Iowa, County of, Wisconsin
607. Iron, County of, Wisconsin
608. Jackson, County of, Wisconsin
609. Jefferson, County of, Wisconsin
610. Juneau, County of, Wisconsin
611. Kenosha, County of, Wisconsin
612. Kewaunee, County of, Wisconsin
613. La Crosse, County of, Wisconsin
614. Lafayette, County of, Wisconsin
615. Langlade, County of, Wisconsin
616. Lincoln, County of, Wisconsin
617. Manitowoc, County of, Wisconsin
618. Marathon, County of, Wisconsin
619. Marinette, County of, Wisconsin
620. Marquette, County of, Wisconsin
621. Menominee, County of, Wisconsin
622. Monroe, County of, Wisconsin

623. Oconto, County of, Wisconsin
624. Oneida, County of, Wisconsin
625. Outagamie, County of, Wisconsin
626. Ozaukee, County of, Wisconsin
627. Pepin, County of, Wisconsin
628. Pierce, County of, Wisconsin
629. Portage, County of, Wisconsin
630. Price, County of, Wisconsin
631. Racine, County of, Wisconsin
632. Richland, County of, Wisconsin
633. Rock, County of, Wisconsin
634. Rusk, County of, Wisconsin
635. Sauk, County of, Wisconsin
636. Sawyer, County of, Wisconsin
637. Sheboygan, County of, Wisconsin
638. Shawano, County of, Wisconsin
639. St. Croix, County of, Wisconsin
640. Trempealeau, County of, Wisconsin
641. Vernon, County of, Wisconsin
642. Washburn, County of, Wisconsin
643. Washington, County of, Wisconsin
644. Waupaca, County of, Wisconsin
645. Waushara, County of, Wisconsin
646. Winnebago, County of, Wisconsin
647. Wood, County of, Wisconsin

EXHIBIT D

[Intentionally Omitted]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A **Core Strategies**

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support

- services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
 10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
 11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
 14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-

occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who

- could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
 3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
 5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
 6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
 7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
 9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
 10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes

Exhibit F
List of Eligible States and Overall Allocation Percentages

Alabama	1.6384549059%
Alaska	0.8012984736%
Arizona	5.7122518530%
Arkansas	1.1279238585%
California	10.1861592681%
Colorado	5.8155254204%
Delaware	0.2269125546%
District of Columbia	0.1847806185%
Florida	1.4426834003%
Georgia	4.5952042174%
Idaho	0.7995357547%
Illinois	3.4151077333%
Indiana	3.5880508392%
Kansas	2.0316964506%
Kentucky	4.8514037715%
Louisiana	1.5041900036%
Maryland	1.0834678885%
Michigan	3.4928147567%
Mississippi	0.8854488990%
Missouri	2.0591730911%
Montana	0.3208892888%
Nebraska	0.4282874195%
Nevada	2.2265135156%
North Carolina	3.3369934823%
Ohio	11.2417088689%
Oregon	3.2546133019%
South Carolina	1.5803885360%
Tennessee	3.5805961294%
Texas	6.4611654623%
Utah	3.6774956066%
Virginia	2.3409654830%
Washington	3.9618592158%
Wisconsin	1.8051793884%
Wyoming	0.3412605429%

EXHIBIT G

Subdivision Name	State	BG Entity ID	Consolidated State Allocation
Abbeville City	Alabama	1113	0.0005373276788370600000
Alabaster City	Alabama	1206	0.0050906155914419900000
Albertville City	Alabama	1179	0.0030073173498551100000
Alexander City	Alabama	1222	0.0031021586558805200000
Anniston City	Alabama	1037	0.0080101152336446600000
Arab City	Alabama	1078	0.0019249341507943800000
Argo Town	Alabama	1142	0.0002394095067075490000
Ashland Town	Alabama	1058	0.0003903714157458470000
Ashville City	Alabama	1204	0.0001799180180480230000
Athens City	Alabama	1152	0.0034982234331958100000
Attalla City	Alabama	1094	0.0016452490218524000000
Attentus Mouton, Llc D/B/A Lawrence Medical Center	Alabama	13302	0.0014143420563150100000
Auburn City	Alabama	1153	0.0049379760320341900000
Autauga County	Alabama	1011	0.0025196509791884800000
Baldwin County	Alabama	1010	0.0147023732753838000000
Barbour County	Alabama	1007	0.0007277031699063790000
Bay Minette city	Alabama	14647	0.0012614031368064400000
Berry Town	Alabama	1099	0.0002060389726109660000
Bessemer City	Alabama	1124	0.0058643322270761100000
Bibb County	Alabama	1022	0.0032904730429154700000
Bibb County Healthcare Authority	Alabama	13312	0.0052488215603591500000
Birmingham City	Alabama	1137	0.0418442675390468000000
Blount County	Alabama	1028	0.0074378299576171200000
Boaz City	Alabama	1100	0.0016593254403001500000
Brent City	Alabama	1006	0.0006233303941214890000
Brewton (Al), City Of	Alabama	13607	0.0022130588319048500000
Bridgeport City	Alabama	1115	0.0000151300231408150000
Brookwood Town	Alabama	1225	0.0000696629136886535000
Brundidge City	Alabama	1200	0.0001089862331296370000
Bullock County	Alabama	1034	0.0006418709145491790000
Butler County	Alabama	1031	0.0005373624201936570000
Butler Town	Alabama	1053	0.0008203304449912770000
Calera City	Alabama	1049	0.0024319709382201200000
Calhoun County	Alabama	1039	0.0073004532177505800000
Camp Hill Town	Alabama	1224	0.0000607441256104749000
Carbon Hill City	Alabama	1226	0.0009325758719295250000
Cedar Bluff Town	Alabama	1050	0.0005726177540570260000
Center Point City	Alabama	1134	0.0001073160505283720000
Centre City	Alabama	1052	0.0014450358825257400000

Centreville City	Alabama	1027	0.0002291656767950460000
Chambers County	Alabama	1044	0.0042645541213545000000
Cherokee County	Alabama	1041	0.0030474566041477600000
Cherokee Town	Alabama	1064	0.0000837480986469508000
Chickasaw City	Alabama	1187	0.0008065098787771530000
Childersburg city	Alabama	14650	0.0009673766459869510000
Chilton County	Alabama	1048	0.0065834253848867800000
Choctaw County	Alabama	1051	0.0012575403525126500000
Clanton City	Alabama	1057	0.0016879497206515400000
Clarke County	Alabama	1062	0.0024012462668797000000
Clay County	Alabama	1055	0.0016558350703616600000
Cleburne County	Alabama	1060	0.0020515352257754600000
Cleveland Town	Alabama	1030	0.0001274799988344310000
Coffee County	Alabama	1059	0.0031178909707642100000
Colbert County	Alabama	1063	0.0031838531182613400000
Columbiana City	Alabama	14110	0.0005006719760858110000
Conecuh County	Alabama	1065	0.0015445396734178300000
Coosa County	Alabama	1069	0.0012178647492220600000
Cordova City	Alabama	1236	0.0009563175305939320000
Covington County	Alabama	1080	0.0045692575726444400000
Crenshaw County	Alabama	1076	0.0014376470128801400000
Cullman City	Alabama	1072	0.0053795721169973400000
Cullman County	Alabama	1073	0.0089679454743356500000
Cullman Regional Medical Center, Inc. (Healthcare Authority of Cullman County)	Alabama	13308	0.0043745923357493200000
Dadeville City	Alabama	1223	0.0002418310117309230000
Dale County	Alabama	1079	0.0024320907471975400000
Dale County Healthcare Authority	Alabama	13313	0.0029945201925755100000
Daleville City	Alabama	1083	0.0007752611649175970000
Dallas County	Alabama	1085	0.0020683597829357200000
Daphne City	Alabama	1015	0.0032129647516618100000
Dauphin Island Town	Alabama	1184	0.0004612275489251010000
Dch Health Care Authority	Alabama	13314	0.0203896534839883000000
De Kalb County	Alabama	1087	0.0040059258260516800000
Decatur City	Alabama	1158	0.0188368966680214000000
Demopolis City	Alabama	1168	0.0014633737991542100000
Dora City	Alabama	1235	0.0009240281994643420000
Dothan City	Alabama	1084	0.0109030734534639000000
Double Springs Town	Alabama	1241	0.0008025220905367300000
Douglas Town	Alabama	1180	0.0000097275798471816600

East Brewton City	Alabama	14117	0.0002656781932074230000
Elmore County	Alabama	1093	0.0055644997087924300000
Enterprise City	Alabama	1061	0.0033245406769430200000
Escambia County	Alabama	1096	0.0065163401499834000000
Escambia County Health Care Authority d/b/a D.W. McMillan Memorial Hospital and Atmore Community Hospital	Alabama	14781	0.0015477293845132500000
Etowah County	Alabama	1101	0.0102826912043695000000
Eufaula City	Alabama	1021	0.0021259346526420400000
Evergreen City	Alabama	1070	0.0004145059439568190000
Fairfield City	Alabama	1125	0.0011699106378085200000
Fairhope City	Alabama	1019	0.0022328055592461700000
Faunsdale Town	Alabama	1169	0.0000027565805374690300
Fayette City	Alabama	1104	0.0007882554063416310000
Fayette County	Alabama	1097	0.0013876915395781500000
Florence City	Alabama	1149	0.0089173419286246200000
Foley City	Alabama	1004	0.0034393082614331000000
Fort Deposit Town	Alabama	1160	0.0000516071488254435000
Fort Payne City	Alabama	1089	0.0058210250156216100000
Franklin County	Alabama	1103	0.0028807497174883200000
Fultondale City	Alabama	1127	0.0009530547652439880000
Gadsden City	Alabama	1102	0.0083652189774752600000
Geneva City	Alabama	1110	0.0006639031036576640000
Geneva County	Alabama	1107	0.0022068995465343200000
Geneva County Health Care Authority	Alabama	13299	0.0048787124726487900000
Georgiana Town	Alabama	1033	0.0001833389052733200000
Geraldine Town	Alabama	1098	0.0001101187364175870000
Gilbertown Town	Alabama	1056	0.0000201561558522427000
Grant Town	Alabama	1177	0.0001702349201247090000
Graysville City	Alabama	1126	0.0003683772148497160000
Greene County	Alabama	1109	0.0007053609060731260000
Greene County Hospital Board	Alabama	13295	0.0030954587690265000000
Greensboro City	Alabama	1112	0.0002495617752877120000
Greenville City	Alabama	1036	0.0017114173446900800000
Guin City	Alabama	1173	0.0002535375501618350000
Gulf Shores City	Alabama	1017	0.0048785192847312600000
Guntersville City	Alabama	1178	0.0025418471345126800000
Gurley Town	Alabama	1165	0.0000751669835674728000
Hale County	Alabama	1116	0.0013189455379552000000

Haleyville City	Alabama	1175	0.0014259976191105400000
Hamilton City	Alabama	1174	0.0009032285168011140000
Hammondville Town	Alabama	1091	0.0000490310934680490000
Hartselle City	Alabama	1192	0.0006358502699194630000
Headland City	Alabama	1117	0.0006278880055472190000
Health Care Authority Of Clarke County	Alabama	14586	0.0010093886866800900000
Health Care Authority Of The City Of Huntsville D/B/A Huntsville Hospital	Alabama	13298	0.0303261217443931000000
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center East (Montgomery)	Alabama	13319	0.0061909178627385700000
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center South (Montgomery)	Alabama	14779	0.0130211153244469000000
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Prattville Baptist Hospital	Alabama	14780	0.0018505460879229500000
Helena City	Alabama	1139	0.0013940462856652300000
Henagar City	Alabama	1090	0.0003432173295907680000
Henry County	Alabama	1114	0.0008134656178648090000
Hh Health System- Athens Limestone, Llc D/B/A Athens Limestone Hospital	Alabama	13297	0.0021708503564384300000
Hh Health System- Morgan, Llc D/B/A Decatur Morgan Hospital-Decatur	Alabama	14778	0.0108542517821921000000
Hh Health System- Morgan, Llc D/B/A Decatur Morgan Hospital-Parkway	Alabama	13303	0.0039470005890361300000

Hh Health System-Shoals, Llc D/B/A Helen Keller Hospital	Alabama	13301	0.0056573675758889000000
Homewood City	Alabama	1129	0.0040003759755066900000
Hoover City	Alabama	1135	0.0141830120728766000000
Houston County	Alabama	1119	0.0055870611353892600000
Hueytown City	Alabama	1136	0.0019444760015374500000
Huntsville City	Alabama	1159	0.0318917672789720000000
Irondale City	Alabama	1131	0.0017364096921919800000
Jackson County	Alabama	1118	0.0015808077015917300000
Jackson County Health Care Authority	Alabama	13307	0.0031247087184822100000
Jacksonville City	Alabama	1040	0.0025009708439632500000
Jasper City	Alabama	1233	0.0140982301753567000000
Jefferson County	Alabama	1121	0.0550780373047089000000
Jefferson County Board of Health	Alabama	14783	0.0308543617986526000000
Killen Town	Alabama	1148	0.0001833161772830230000
Lakeland Community Hospital HCA Winston County	Alabama	14782	0.0019514849890595100000
Lamar County	Alabama	1143	0.0016280419850840000000
Lanett City	Alabama	1043	0.0012800105424627200000
Lauderdale County	Alabama	1147	0.0047859088932963000000
Lawrence County	Alabama	1145	0.0045357831391636400000
Leeds City	Alabama	1144	0.0014992359703585200000
Leesburg Town	Alabama	1047	0.0001918722915731740000
Leighton Town	Alabama	1066	0.0000564699646923073000
Level Plains Town	Alabama	1077	0.0000350595484612375000
Limestone County	Alabama	1154	0.0058188759217962300000
Lincoln City	Alabama	1215	0.0018466222627409300000
Linden City	Alabama	1170	0.0001718012033417580000
Locust Fork Town	Alabama	1032	0.0000390814286871066000
Louisville Town	Alabama	1012	0.0000463180207977203000
Lowndes County	Alabama	1161	0.0006941452922326320000
Loxley town	Alabama	14648	0.0004113340905680630000
Luverne City	Alabama	1081	0.0001532252921863190000
Macon County	Alabama	1162	0.0013647706860490400000
Madison City	Alabama	1157	0.0047088048355843600000
Madison County	Alabama	1163	0.0131238390221929000000
Marengo County	Alabama	1166	0.0004980089049941360000
Marion City	Alabama	1199	0.0002355243191090390000
Marion County	Alabama	1172	0.0022296850061783700000
Marshall County	Alabama	1176	0.0074162828487586900000

Marshall County Health Care Authority, Hospital 1	Alabama	13309	0.0029602506041198800000
Marshall County Health Care Authority, Hospital 2	Alabama	14784	0.0064138762006978900000
Mckenzie Town	Alabama	1038	0.0000440552870208508000
Medical West Hospital Authority	Alabama	14588	0.0083442806540712200000
Midfield City	Alabama	1128	0.0000038923306811753600
Millbrook City	Alabama	1020	0.0024754158163587100000
Mobile City	Alabama	1182	0.0322757190115156000000
Mobile County	Alabama	1181	0.0276021701591658000000
Mobile County Board Of Health	Alabama	13583	0.0193445993855628000000
Monroe County	Alabama	1188	0.0018825776187054500000
Monroe County Health Care Authority D/B/A Monroe County Hospital	Alabama	13574	0.0016486682856498200000
Monroeville City	Alabama	1190	0.0010619523592114700000
Montgomery City	Alabama	1189	0.0177726471583620000000
Montgomery County	Alabama	1193	0.0098033322388420700000
Moody City	Alabama	1216	0.0003620711715989830000
Morgan County	Alabama	1196	0.0031373818458719000000
Moulton City	Alabama	1151	0.0013546080275304600000
Mountain Brook City	Alabama	1130	0.0035653362663731200000
Munford Town	Alabama	1220	0.0002417891272916610000
Muscle Shoals City	Alabama	1068	0.0026828019094231400000
Nauvoo Town	Alabama	1232	0.0001870510354599970000
New Hope City	Alabama	1167	0.0001307908176495750000
Northport City	Alabama	1229	0.0042416628142127900000
Oakman Town	Alabama	1237	0.0004189836827309340000
Oneonta City	Alabama	1025	0.0027040610221759500000
Opelika City	Alabama	1155	0.0053658372677751900000
Opp City	Alabama	1074	0.0009265286030826040000
Orange Beach City	Alabama	1023	0.0029416707967375400000
Oxford City	Alabama	1045	0.0035237875519964700000
Ozark City	Alabama	1082	0.0029499421617778200000
Parrish Town	Alabama	1234	0.0011686245582432800000
Pelham City	Alabama	1205	0.0068738196181712000000
Pell City	Alabama	1211	0.0044443071991300800000
Perry County	Alabama	1194	0.0005087894401632270000
Phenix City	Alabama	1156	0.0062594382078864300000

Pickens County	Alabama	1201	0.0028661898422183900000
Piedmont City	Alabama	1046	0.0014348703018369800000
Pike County	Alabama	1198	0.0002971580831968590000
Pleasant Grove City	Alabama	1133	0.0005168400190120550000
Powell Town	Alabama	1088	0.0000530497268381614000
Prattville City	Alabama	1008	0.0060331346344409500000
Priceville Town	Alabama	1195	0.0001217687795583320000
Prichard City	Alabama	1183	0.0011003827933193500000
Ragland Town	Alabama	1212	0.0001519801230036110000
Rainbow City	Alabama	1095	0.0013460113275433500000
Rainsville City	Alabama	1092	0.0018816655769233900000
Randolph County	Alabama	1208	0.0017748105799124700000
Red Bay City	Alabama	1106	0.0006274639661853890000
Roanoke City	Alabama	14118	0.0010908084650638800000
Robertsdale City	Alabama	1005	0.0008564458709446050000
Rockford Town	Alabama	1075	0.0000588596505292652000
Russell County	Alabama	1207	0.0017037596353878100000
Russellville City	Alabama	1108	0.0031690084937415400000
Saraland City	Alabama	1186	0.0024847953332687700000
Satsuma City	Alabama	1185	0.0006260301546832150000
Scottsboro City	Alabama	1123	0.0066355520306333000000
Selma City	Alabama	1086	0.0026395099581907000000
Semmes (Al), City Of	Alabama	13606	0.0004200467033056890000
Sheffield City	Alabama	1071	0.0016093939937307600000
Shelby County	Alabama	1210	0.0163752907032528000000
Sipsey Town	Alabama	1238	0.0003758758282198990000
Slocomb City	Alabama	1111	0.0004424009805052420000
Spanish Fort City	Alabama	1013	0.0002939683721014420000
Springville City	Alabama	1214	0.0005781214992502700000
St Clair County	Alabama	1209	0.0103787114437202000000
Sumiton City	Alabama	1140	0.0023258714845438000000
Summerdale town	Alabama	14649	0.0002450324115070650000
Sumter County	Alabama	1213	0.0011813782076557400000
Sweet Water Town	Alabama	1171	0.0000030000947192242500
Sylacauga City	Alabama	1218	0.0023084021018302500000
Sylacauga Health Care Authority	Alabama	13316	0.0047777735715122200000
Talladega City	Alabama	1221	0.0022820288665750100000
Talladega County	Alabama	1217	0.0051585677368324200000
Tallapoosa County	Alabama	1219	0.0019470098477700100000
Tarrant City	Alabama	1132	0.0009199699544539970000
Thomasville City	Alabama	1054	0.0008852500271049140000
Tombigbee Health Care Authority	Alabama	13315	0.0020524238901960800000

Troy City	Alabama	1197	0.0032823721378024100000
Trussville City	Alabama	1138	0.0024448154995937700000
Tuscaloosa City	Alabama	1227	0.0195122494838196000000
Tuscaloosa County	Alabama	1228	0.0101248511560961000000
Tuscumbia City	Alabama	1067	0.0008432211027618420000
Tuskegee City	Alabama	1164	0.0009179124219609530000
Union Springs City	Alabama	1035	0.0004230906305776290000
Uniontown Town	Alabama	1202	0.0001814515080219300000
Vance Town	Alabama	1029	0.0000962932999198282000
Vernon City	Alabama	1146	0.0003170902060018870000
Vestavia Hills City	Alabama	1141	0.0030835957321481100000
Walker County	Alabama	1230	0.0146359656592768000000
Washington County	Alabama	1231	0.0016134379525757700000
Weaver City	Alabama	1042	0.0004227639968885020000
West Blocton Town	Alabama	1026	0.0004044773805809880000
Wetumpka (Al), City Of	Alabama	13605	0.0016601095559654000000
Wilcox County	Alabama	1239	0.0008791066513275940000
Winfield City	Alabama	1105	0.0019023873350484500000
Woodville Town	Alabama	1120	0.0000046128079735951200
Yellow Bluff Town	Alabama	1240	0.0000293074188026036000
Anchorage Municipality	Alaska	1002	0.4765780000000000000000
Fairbanks City	Alaska	1009	0.0512260000000000000000
Fairbanks North Star Borough	Alaska	1001	0.1096270000000000000000
Juneau City And Borough	Alaska	7050	0.0523240000000000000000
Kenai Peninsula Borough	Alaska	1016	0.0949220000000000000000
Ketchikan Gateway Borough	Alaska	1014	0.0224060000000000000000
Kodiak Island Borough	Alaska	1003	0.0218390000000000000000
Matanuska-Susitna Borough	Alaska	1018	0.1547260000000000000000
Wasilla City	Alaska	1000	0.0163510000000000000000
Apache County	Arizona	1814	0.0039074700000000000000
Apache Junction City	Arizona	1878	0.0022013400000000000000
Avondale City	Arizona	1852	0.0056771400000000000000
Benson City	Arizona	1819	0.0006529600000000000000
Bisbee City	Arizona	1822	0.0006436850000000000000
Buckeye City	Arizona	1855	0.0026647800000000000000
Bullhead City	Arizona	1877	0.0064163800000000000000
Camp Verde Town	Arizona	1911	0.0004162270000000000000
Carefree Town	Arizona	1867	0.0002317200000000000000

Casa Grande City	Arizona	1895	0.002125144000000000000000
Cave Creek Town	Arizona	1865	0.000347580000000000000000
Chandler City	Arizona	1853	0.016567980000000000000000
Chino Valley Town	Arizona	1916	0.000291788000000000000000
Clarkdale Town	Arizona	1914	0.000308952000000000000000
Clifton Town	Arizona	1846	0.000102870000000000000000
Cochise County	Arizona	1820	0.011773685000000000000000
Coconino County	Arizona	1828	0.012011808000000000000000
Colorado City Town	Arizona	1880	0.000298778000000000000000
Coolidge City	Arizona	1897	0.000644448000000000000000
Cottonwood City	Arizona	1913	0.002098299000000000000000
Dewey-Humboldt Town	Arizona	1909	0.000660814000000000000000
Douglas City	Arizona	1823	0.001565620000000000000000
Duncan Town	Arizona	1848	0.000002520000000000000000
Eagar Town	Arizona	1815	0.001425540000000000000000
El Mirage City	Arizona	1859	0.002259270000000000000000
Eloy City	Arizona	1898	0.013418328000000000000000
Flagstaff City	Arizona	1829	0.003114360000000000000000
Florence Town	Arizona	1901	0.000456484000000000000000
Fountain Hills Town	Arizona	1872	0.000984810000000000000000
Fredonia Town	Arizona	1827	0.000052328000000000000000
Gila Bend Town	Arizona	1875	0.000173790000000000000000
Gila County	Arizona	1838	0.007780446000000000000000
Gilbert Town	Arizona	1856	0.009906030000000000000000
Glendale City	Arizona	1857	0.015235590000000000000000
Globe City	Arizona	1839	0.001168266000000000000000
Goodyear City	Arizona	1858	0.004402680000000000000000
Graham County	Arizona	1842	0.004476494000000000000000
Greenlee County	Arizona	1845	0.000794610000000000000000
Guadalupe Town	Arizona	1873	0.000000000000000000000000
Hayden Town	Arizona	1841	0.000263802000000000000000
Holbrook City	Arizona	1882	0.000575625000000000000000
Huachuca City Town	Arizona	1830	0.000168805000000000000000
Jerome Town	Arizona	1912	0.000012873000000000000000
Kearny Town	Arizona	1903	0.000107408000000000000000
Kingman City	Arizona	1876	0.004853918000000000000000
La Paz County	Arizona	1851	0.002670171000000000000000
Lake Havasu City	Arizona	1883	0.006793526000000000000000
Litchfield Park City	Arizona	1866	0.000231720000000000000000
Mammoth Town	Arizona	1904	0.000061376000000000000000
Marana Town	Arizona	1892	0.003841282000000000000000
Maricopa City	Arizona	1902	0.001047228000000000000000
Maricopa County	Arizona	1854	0.298513290000000000000000

Mesa City	Arizona	1860	0.035105580000000000000000
Miami Town	Arizona	1835	0.000309482000000000000000
Mohave County	Arizona	1884	0.030617398000000000000000
Navajo County	Arizona	1885	0.010789515000000000000000
Nogales City	Arizona	1905	0.000834350000000000000000
Oro Valley Town	Arizona	1896	0.003207284000000000000000
Page City	Arizona	1833	0.000575608000000000000000
Paradise Valley Town	Arizona	1869	0.001969620000000000000000
Parker Town	Arizona	1850	0.000156219000000000000000
Patagonia Town	Arizona	1908	0.000024790000000000000000
Payson Town	Arizona	1837	0.001846614000000000000000
Peoria City	Arizona	1874	0.008747430000000000000000
Phoenix City	Arizona	1861	0.123275040000000000000000
Pima County	Arizona	1890	0.134612693000000000000000
Pima Town	Arizona	1844	0.000159618000000000000000
Pinal County	Arizona	1899	0.020334636000000000000000
Pinetop-Lakeside Town	Arizona	1888	0.000729125000000000000000
Prescott City	Arizona	1910	0.005917289000000000000000
Prescott Valley Town	Arizona	1915	0.003471419000000000000000
Quartzsite Town	Arizona	1849	0.000183911000000000000000
Queen Creek Town	Arizona	1870	0.000637230000000000000000
Safford City	Arizona	1843	0.001929077000000000000000
Sahuarita Town	Arizona	1894	0.001510407000000000000000
San Luis City	Arizona	1918	0.000963840000000000000000
Santa Cruz County	Arizona	1906	0.002840860000000000000000
Scottsdale City	Arizona	1863	0.023114070000000000000000
Sedona City	Arizona	1832	0.000690392000000000000000
Show Low City	Arizona	1881	0.001441365000000000000000
Sierra Vista City	Arizona	1824	0.003084865000000000000000
Snowflake Town	Arizona	1887	0.000451290000000000000000
Somerton City	Arizona	1922	0.000449792000000000000000
South Tucson City	Arizona	1891	0.000578057000000000000000
Springerville Town	Arizona	1818	0.000740370000000000000000
St. Johns City	Arizona	1821	0.000826620000000000000000
Star Valley Town	Arizona	1836	0.000039970000000000000000
Superior Town	Arizona	1900	0.000168784000000000000000
Surprise City	Arizona	1868	0.005677140000000000000000
Taylor Town	Arizona	1889	0.000411380000000000000000
Tempe City	Arizona	1864	0.018943110000000000000000
Thatcher Town	Arizona	1847	0.000624092000000000000000
Tolleson City	Arizona	1862	0.001564110000000000000000
Tombstone City	Arizona	1825	0.000215180000000000000000
Tucson City	Arizona	1893	0.042720277000000000000000

Tusayan Town	Arizona	1834	0.000113096000000000000000
Wellton Town	Arizona	1917	0.000122488000000000000000
Wickenburg Town	Arizona	1879	0.000579300000000000000000
Willcox City	Arizona	1826	0.000443345000000000000000
Williams City	Arizona	1831	0.000324096000000000000000
Winkelman Town	Arizona	1840	0.000011420000000000000000
Winslow City	Arizona	1886	0.000950165000000000000000
Yavapai County	Arizona	1907	0.029740921000000000000000
Youngtown Town	Arizona	1871	0.000289650000000000000000
Yuma City	Arizona	1921	0.005285056000000000000000
Yuma County	Arizona	1920	0.013258824000000000000000
Adona City	Arkansas	1652	0.000020790506000000000000
Alexander City	Arkansas	1704	0.000103476018000000000000
Alicia Town	Arkansas	1532	0.000002309579000000000000
Allport Town	Arkansas	1591	0.000026587350000000000000
Alma City	Arkansas	1372	0.001875236673000000000000
Almyra Town	Arkansas	1243	0.000010881066000000000000
Alpena Town	Arkansas	1298	0.000141319347000000000000
Alzheimer City	Arkansas	1520	0.000071081808000000000000
Altus City	Arkansas	1434	0.000161149675000000000000
Amagon Town	Arkansas	1504	0.000016587759000000000000
Amity City	Arkansas	1321	0.000105947297000000000000
Anthonyville Town	Arkansas	1391	0.000010978372000000000000
Antoine Town	Arkansas	1665	0.000010576270000000000000
Arkadelphia City	Arkansas	1323	0.002710593166000000000000
Arkansas City	Arkansas	1410	0.000026365550000000000000
Arkansas County	Arkansas	1242	0.002272004928000000000000
Ash Flat City	Arkansas	1444	0.000560964456000000000000
Ashdown City	Arkansas	1561	0.000210645360000000000000
Ashley County	Arkansas	1249	0.003024558569000000000000
Atkins City	Arkansas	1684	0.000507540769000000000000
Aubrey Town	Arkansas	1554	0.000021166850000000000000
Augusta City	Arkansas	1803	0.000134645321000000000000
Austin City	Arkansas	1579	0.000201747613000000000000
Avoca Town	Arkansas	1283	0.000030227727000000000000
Bald Knob City	Arkansas	1788	0.001048227005000000000000
Banks Town	Arkansas	1303	0.000006822846000000000000
Barling City	Arkansas	1732	0.001588678563000000000000
Bassett Town	Arkansas	1613	0.000011499243000000000000
Batesville City	Arkansas	1485	0.001318965785000000000000
Bauxite Town	Arkansas	1721	0.000049816222000000000000
Baxter County	Arkansas	1257	0.008690235470000000000000
Bay City	Arkansas	1364	0.000250493472000000000000
Bearden City	Arkansas	1641	0.000161101022000000000000

Beaver Town	Arkansas	1316	0.0000513659580000000000
Beebe City	Arkansas	1789	0.0024120922130000000000
Beedeville Town	Arkansas	1515	0.0000180301720000000000
Bella Vista City	Arkansas	1282	0.0051366487450000000000
Bellefonte Town	Arkansas	1297	0.0000084355450000000000
Belleville City	Arkansas	1810	0.0000508808600000000000
Ben Lomond Town	Arkansas	1739	0.0000124994890000000000
Benton City	Arkansas	1712	0.0137626166670000000000
Benton County	Arkansas	1265	0.0194935241560000000000
Bentonville City	Arkansas	1270	0.0132121483470000000000
Bergman Town	Arkansas	1294	0.0000801913380000000000
Berryville City	Arkansas	1311	0.0017676738150000000000
Big Flat Town	Arkansas	1266	0.0000055521480000000000
Bigelow Town	Arkansas	1651	0.0000283517310000000000
Biggers Town	Arkansas	1703	0.0000025714460000000000
Birdsong Town	Arkansas	1612	0.0000012105970000000000
Black Oak Town	Arkansas	1365	0.0000030794390000000000
Black Rock City	Arkansas	1534	0.0000205529660000000000
Black Springs Town	Arkansas	1629	0.0000077143380000000000
Blevins City	Arkansas	1462	0.0000422893400000000000
Blue Eye Town	Arkansas	1309	0.0000070847130000000000
Blue Mountain Town	Arkansas	1564	0.0000234578270000000000
Bluff City Town	Arkansas	1633	0.0000019561310000000000
Blytheville City	Arkansas	1603	0.0034448819560000000000
Bodcaw Town	Arkansas	1636	0.0000048924730000000000
Bonanza City	Arkansas	1725	0.0002715343970000000000
Bono City	Arkansas	1362	0.0001663111690000000000
Boone County	Arkansas	1287	0.0068443450490000000000
Booneville City	Arkansas	1568	0.0023956704460000000000
Bradford City	Arkansas	1794	0.0001961367950000000000
Bradley City	Arkansas	1530	0.0001271670930000000000
Bradley County	Arkansas	1300	0.0009035577670000000000
Branch City	Arkansas	1431	0.0000015955270000000000
Briarcliff City	Arkansas	1260	0.0000018416530000000000
Brinkley City	Arkansas	1618	0.0007887942880000000000
Brookland City	Arkansas	1366	0.0003367292110000000000
Bryant City	Arkansas	1713	0.0105361731120000000000
Buckner City	Arkansas	1533	0.0000651805040000000000
Bull Shoals City	Arkansas	1589	0.0006925432170000000000
Burdette Town	Arkansas	1611	0.0000012105970000000000
Cabot City	Arkansas	1576	0.0096260142990000000000
Caddo Valley Town	Arkansas	1325	0.0004475990310000000000
Caldwell Town	Arkansas	1759	0.0000422392560000000000
Cale Town	Arkansas	1639	0.0000078273840000000000

Calhoun County	Arkansas	1301	0.0013979594050000000000
Calico Rock City	Arkansas	1500	0.0000244595030000000000
Calion City	Arkansas	1761	0.0000293619930000000000
Camden City	Arkansas	1644	0.0040985429630000000000
Cammack Village City	Arkansas	1697	0.0001120546600000000000
Campbell Station City	Arkansas	1505	0.0000430906810000000000
Caraway City	Arkansas	1367	0.0002258550980000000000
Carlisle City	Arkansas	1578	0.0014685346520000000000
Carroll County	Arkansas	1306	0.0059282606050000000000
Carthage City	Arkansas	1405	0.0000166106540000000000
Casa Town	Arkansas	1649	0.0000151210180000000000
Cash Town	Arkansas	1368	0.0000123191870000000000
Caulksville Town	Arkansas	1577	0.0000069287380000000000
Cave City	Arkansas	1498	0.0008504632020000000000
Cave Springs City	Arkansas	1284	0.0003207968350000000000
Cedarville City	Arkansas	1381	0.0001788020720000000000
Centerton City	Arkansas	1267	0.0011310770790000000000
Central City Town	Arkansas	1741	0.0001742687720000000000
Charleston City	Arkansas	1430	0.0004100547750000000000
Cherokee Village City	Arkansas	1447	0.0021254139020000000000
Cherry Valley City	Arkansas	1398	0.0000814663290000000000
Chester Town	Arkansas	1379	0.0000043615850000000000
Chicot County	Arkansas	1313	0.0028323526370000000000
Chidester City	Arkansas	1643	0.0000074195590000000000
Clarendon City	Arkansas	1617	0.0002704840680000000000
Clark County	Arkansas	1319	0.0033427081170000000000
Clarksville City	Arkansas	1531	0.0024588375810000000000
Clay County	Arkansas	1328	0.0004796741360000000000
Cleburne County	Arkansas	1339	0.0035031580490000000000
Cleveland County	Arkansas	1345	0.0011436795970000000000
Clinton City	Arkansas	1768	0.0008240346890000000000
Coal Hill City	Arkansas	1523	0.0013287135260000000000
Colt City	Arkansas	1747	0.0000852054440000000000
Columbia County	Arkansas	1352	0.0006716639910000000000
Concord Town	Arkansas	1344	0.0001507851880000000000
Conway City	Arkansas	1417	0.0209227430150000000000
Conway County	Arkansas	1360	0.0051389712030000000000
Corning City	Arkansas	1326	0.0001918095540000000000
Cotter City	Arkansas	1258	0.0002339257470000000000
Cotton Plant City	Arkansas	1808	0.0000249860990000000000
Cove Town	Arkansas	1679	0.0000017772600000000000
Coy Town	Arkansas	1581	0.0000781965720000000000
Craighead County	Arkansas	1361	0.0092651890500000000000
Crawford County	Arkansas	1373	0.0095658879670000000000

Crawfordsville Town	Arkansas	1384	0.0000372294440000000000
Crittenden County	Arkansas	1382	0.0048646893510000000000
Cross County	Arkansas	1396	0.0031149684360000000000
Crossett City	Arkansas	1252	0.0024829264640000000000
Cushman City	Arkansas	1489	0.0000312351270000000000
Daisy Town	Arkansas	1668	0.0000190361420000000000
Dallas County	Arkansas	1403	0.0011701038160000000000
Damascus Town	Arkansas	1432	0.0003288331410000000000
Danville City	Arkansas	1816	0.0005545980880000000000
Dardanelle City	Arkansas	1811	0.0012703186630000000000
Datto Town	Arkansas	1330	0.0000020419890000000000
De Queen City	Arkansas	1746	0.0018251771870000000000
De Valls Bluff City	Arkansas	1692	0.0001533695120000000000
Decatur City	Arkansas	1269	0.0004612060880000000000
Delaplaine Town	Arkansas	1458	0.0000124093380000000000
Delight City	Arkansas	1663	0.0000190361420000000000
Dell Town	Arkansas	1602	0.0000496273340000000000
Denning Town	Arkansas	1433	0.0000668933710000000000
Dermott City	Arkansas	1315	0.0000988110690000000000
Des Arc City	Arkansas	1693	0.0004619029680000000000
Desha County	Arkansas	1406	0.0018804425270000000000
Dewitt City	Arkansas	1247	0.0005614724490000000000
Diamond City	Arkansas	1296	0.0000674814980000000000
Diaz City	Arkansas	1513	0.0001447994560000000000
Dierks City	Arkansas	1484	0.0001098438170000000000
Donaldson Town	Arkansas	1482	0.0000972885210000000000
Dover City	Arkansas	1687	0.0003575612150000000000
Drew County	Arkansas	1414	0.0043143426630000000000
Dumas City	Arkansas	1407	0.0003452091160000000000
Dyer City	Arkansas	1375	0.0000392485370000000000
Dyess Town	Arkansas	1614	0.0000048423890000000000
Earle City	Arkansas	1385	0.0001699200660000000000
East Camden Town	Arkansas	1646	0.0000778259520000000000
Edmondson Town	Arkansas	1387	0.0000806649880000000000
Egypt Town	Arkansas	1370	0.0000071863120000000000
El Dorado City	Arkansas	1765	0.0075497226010000000000
Elaine City	Arkansas	1657	0.0000612725360000000000
Elkins City	Arkansas	1786	0.0005848200920000000000
Elm Springs City	Arkansas	1289	0.0001692704070000000000
Emerson Town	Arkansas	1353	0.0000077129070000000000
Emmet City	Arkansas	1470	0.0000067326950000000000
England City	Arkansas	1580	0.0012777339290000000000
Enola Town	Arkansas	1423	0.0001662839810000000000
Etowah Town	Arkansas	1610	0.0000169455000000000000

Eudora City	Arkansas	1318	0.0000901279670000000000
Eureka Springs City	Arkansas	1310	0.0038913619720000000000
Evening Shade City	Arkansas	1745	0.0001128774650000000000
Everton Town	Arkansas	1288	0.0000238255850000000000
Fairfield Bay City	Arkansas	1348	0.0009941837100000000000
Fargo Town	Arkansas	1624	0.0000035402100000000000
Farmington City	Arkansas	1774	0.0009084502400000000000
Faulkner County	Arkansas	1419	0.0100721165400000000000
Fayetteville City	Arkansas	1776	0.0211036586240000000000
Felsenthal Town	Arkansas	1770	0.0000171816100000000000
Fifty-Six City	Arkansas	1762	0.0000046148660000000000
Fisher City	Arkansas	1667	0.0000196056660000000000
Flippin City	Arkansas	1594	0.0009569013200000000000
Fordyce City	Arkansas	1401	0.0005450635610000000000
Foreman City	Arkansas	1563	0.0000205830160000000000
Forrest City	Arkansas	1751	0.0029610909310000000000
Fort Smith City	Arkansas	1729	0.0384349300880000000000
Fouke City	Arkansas	1598	0.0000543724180000000000
Fountain Hill Town	Arkansas	1254	0.0000071505370000000000
Fountain Lake Town	Arkansas	1450	0.0000282701660000000000
Fourche Town	Arkansas	1650	0.0000096590210000000000
Franklin County	Arkansas	1428	0.0059816871540000000000
Franklin Town	Arkansas	1499	0.0001470632450000000000
Fredonia (Biscoe) Town	Arkansas	1690	0.0000780305800000000000
Friendship Town	Arkansas	1475	0.0000513029950000000000
Fulton County	Arkansas	1440	0.0049581786570000000000
Fulton Town	Arkansas	1465	0.0000663524660000000000
Garfield Town	Arkansas	1273	0.0000744760600000000000
Garland County	Arkansas	1445	0.0173345884430000000000
Garland Town	Arkansas	1600	0.0000028919820000000000
Garner Town	Arkansas	1799	0.0000779347050000000000
Gassville City	Arkansas	1261	0.0007275632500000000000
Gateway Town	Arkansas	1271	0.0000628780800000000000
Gentry City	Arkansas	1275	0.0009048613770000000000
Georgetown Town	Arkansas	1802	0.0000402659540000000000
Gilbert Town	Arkansas	1730	0.0000248315540000000000
Gillett City	Arkansas	1246	0.0001146160890000000000
Gillham Town	Arkansas	1744	0.0000138016680000000000
Gilmore City	Arkansas	1386	0.0000009544540000000000
Glenwood City	Arkansas	1628	0.0004800218610000000000
Goshen Town	Arkansas	1783	0.0000316601240000000000
Gosnell City	Arkansas	1620	0.0002723471860000000000
Gould City	Arkansas	1559	0.0001712480020000000000

Grady City	Arkansas	1560	0.0003131039620000000000
Grannis City	Arkansas	1683	0.0000092426100000000000
Grant County	Arkansas	1449	0.0026644817150000000000
Gravette City	Arkansas	1278	0.0008034545350000000000
Green Forest City	Arkansas	1317	0.0011760881160000000000
Greenbrier City	Arkansas	1422	0.0007200664190000000000
Greene County	Arkansas	1456	0.0052985282130000000000
Greenland City	Arkansas	1779	0.0002374459240000000000
Greenway City	Arkansas	1333	0.0000047579620000000000
Greenwood City	Arkansas	1731	0.0023100671940000000000
Greers Ferry City	Arkansas	1347	0.0004998607740000000000
Griffithville Town	Arkansas	1787	0.0000454617920000000000
Grubbs City	Arkansas	1511	0.0000568851940000000000
Guion Town	Arkansas	1494	0.0001883337370000000000
Gum Springs Town	Arkansas	1327	0.0000305124890000000000
Gurdon City	Arkansas	1320	0.0006332582930000000000
Guy City	Arkansas	1429	0.0001554816180000000000
Hackett City	Arkansas	1733	0.0001715671080000000000
Hamburg City	Arkansas	1251	0.0005246508300000000000
Hampton City	Arkansas	1305	0.0001492583470000000000
Hardy City	Arkansas	1443	0.0002257048470000000000
Harrell Town	Arkansas	1312	0.0000156089780000000000
Harrisburg City	Arkansas	1671	0.0006103742840000000000
Harrison City	Arkansas	1291	0.0075090416660000000000
Hartford City	Arkansas	1734	0.0000797033790000000000
Hartman City	Arkansas	1528	0.0000418085360000000000
Haskell City	Arkansas	1716	0.0007190175200000000000
Hatfield Town	Arkansas	1677	0.0000031195060000000000
Havana City	Arkansas	1812	0.0000288325350000000000
Haynes Town	Arkansas	1555	0.0000218079230000000000
Hazen City	Arkansas	1694	0.0006484580150000000000
Heber Springs City	Arkansas	1340	0.0037675476330000000000
Hector Town	Arkansas	1688	0.0000467324900000000000
Helena-West Helena City	Arkansas	1658	0.0017392147620000000000
Hempstead County	Arkansas	1463	0.0027346591530000000000
Hermitage City	Arkansas	1302	0.0001218396060000000000
Hickory Ridge City	Arkansas	1402	0.0000377703490000000000
Higden Town	Arkansas	1343	0.0000856547670000000000
Higginson Town	Arkansas	1790	0.0001519728890000000000
Highfill Town	Arkansas	1281	0.0001560110760000000000
Highland City	Arkansas	1750	0.0002987184600000000000
Hindsville Town	Arkansas	1590	0.0000338165900000000000
Holland City	Arkansas	1421	0.0001488648310000000000

Holly Grove City	Arkansas	1622	0.0000446089360000000000
Hope City	Arkansas	1464	0.0022488662060000000000
Horatio City	Arkansas	1740	0.0000294178000000000000
Horseshoe Bend City	Arkansas	1441	0.0011121096230000000000
Horseshoe Lake Town	Arkansas	1393	0.0000143196770000000000
Hot Spring County	Arkansas	1473	0.0047821497970000000000
Hot Springs City	Arkansas	1442	0.0356179775070000000000
Houston Town	Arkansas	1654	0.0000529228490000000000
Howard County	Arkansas	1480	0.0017302497600000000000
Hoxie City	Arkansas	1538	0.0001203184890000000000
Hughes City	Arkansas	1756	0.0001136086890000000000
Humnoke City	Arkansas	1582	0.0001481765360000000000
Humphrey City	Arkansas	1253	0.0001426859200000000000
Hunter Town	Arkansas	1806	0.0000017357620000000000
Huntington City	Arkansas	1737	0.0000621425630000000000
Huntsville City	Arkansas	1587	0.0008545085430000000000
Huttig City	Arkansas	1767	0.0000907561610000000000
Imboden Town	Arkansas	1539	0.0000076213250000000000
Independence County	Arkansas	1488	0.0108930202760000000000
Izard County	Arkansas	1496	0.0055130486290000000000
Jackson County	Arkansas	1503	0.0018172410490000000000
Jacksonport Town	Arkansas	1514	0.0000506805250000000000
Jacksonville City	Arkansas	1695	0.0263893052800000000000
Jasper City	Arkansas	1635	0.0000705265940000000000
Jefferson County	Arkansas	1521	0.0059928415350000000000
Jennette Town	Arkansas	1397	0.0000124093380000000000
Jericho Town	Arkansas	1395	0.0000096418490000000000
Johnson City	Arkansas	1782	0.0013077112370000000000
Johnson County	Arkansas	1519	0.0031316878440000000000
Joiner City	Arkansas	1606	0.0002947389430000000000
Jonesboro City	Arkansas	1371	0.0217405973620000000000
Judsonia City	Arkansas	1793	0.0004702082950000000000
Junction City	Arkansas	1771	0.0000418199830000000000
Keiser City	Arkansas	1605	0.0000653636680000000000
Kensett City	Arkansas	1792	0.0003623978810000000000
Keo Town	Arkansas	1583	0.0001370636540000000000
Kibler City	Arkansas	1380	0.0004317410650000000000
Kingsland City	Arkansas	1349	0.0000620366720000000000
Knobel City	Arkansas	1331	0.0000092182830000000000
Knoxville Town	Arkansas	1527	0.0000588327390000000000
Lafayette County	Arkansas	1529	0.0009106195840000000000
Lafe Town	Arkansas	1461	0.0000283631780000000000
Lagrange Town	Arkansas	1551	0.0000082395030000000000
Lake City	Arkansas	1369	0.0002597332200000000000

Lake View City	Arkansas	1660	0.0000471331600000000000
Lake Village City	Arkansas	1324	0.0002248863340000000000
Lakeview City	Arkansas	1262	0.0001934022190000000000
Lamar City	Arkansas	1524	0.0010216854460000000000
Lavaca City	Arkansas	1735	0.0003026049640000000000
Lawrence County	Arkansas	1536	0.0048076639220000000000
Leachville City	Arkansas	1604	0.0002324017680000000000
Lead Hill Town	Arkansas	1290	0.0000691686070000000000
Lee County	Arkansas	1545	0.0009890393870000000000
Leola Town	Arkansas	1448	0.0000136871900000000000
Lepanto City	Arkansas	1669	0.0006822602950000000000
Leslie City	Arkansas	1720	0.0002544443700000000000
Letona Town	Arkansas	1791	0.0000961194220000000000
Lewisville City	Arkansas	1535	0.0001661480390000000000
Lexa Town	Arkansas	1659	0.0000730565420000000000
Lincoln City	Arkansas	1777	0.0004643384720000000000
Lincoln County	Arkansas	1557	0.0013878811110000000000
Little Flock City	Arkansas	1286	0.0005307238500000000000
Little River County	Arkansas	1556	0.0030408257910000000000
Little Rock City	Arkansas	1702	0.0671356948920000000000
Lockesburg City	Arkansas	1742	0.0000626720210000000000
Logan County	Arkansas	1567	0.0050581030180000000000
London City	Arkansas	1685	0.0001423725380000000000
Lonoke City	Arkansas	1585	0.0024522479830000000000
Lonoke County	Arkansas	1575	0.0058193984310000000000
Lonsdale Town	Arkansas	1446	0.0000094329280000000000
Louann Town	Arkansas	1647	0.0000021192610000000000
Lowell City	Arkansas	1272	0.0024493660170000000000
Luxora City	Arkansas	1609	0.0001192266620000000000
Lynn Town	Arkansas	1547	0.0000013851750000000000
Madison City	Arkansas	1758	0.0000582603530000000000
Madison County	Arkansas	1586	0.0031969270180000000000
Magazine City	Arkansas	1566	0.0003187305200000000000
Magness Town	Arkansas	1486	0.0000141794430000000000
Magnolia City	Arkansas	1354	0.0058241692720000000000
Malvern City	Arkansas	1476	0.0038356959610000000000
Mammoth Spring City	Arkansas	1436	0.0000724083140000000000
Manila City	Arkansas	1607	0.0004091246470000000000
Mansfield City	Arkansas	1728	0.0000079976690000000000
Marianna City	Arkansas	1552	0.0008466482460000000000
Marie Town	Arkansas	1621	0.0000098493390000000000
Marion City	Arkansas	1392	0.0011269158290000000000
Marion County	Arkansas	1592	0.0039523368670000000000
Marked Tree City	Arkansas	1670	0.0009920215200000000000

Marmaduke City	Arkansas	1460	0.0003917613040000000000
Marshall City	Arkansas	1724	0.0003917970790000000000
Marvell City	Arkansas	1662	0.0006103757150000000000
Maumelle City	Arkansas	1701	0.0025720126880000000000
Mayflower City	Arkansas	1420	0.0006086943290000000000
Maynard Town	Arkansas	1705	0.0000131405610000000000
Mccaskill Town	Arkansas	1469	0.0000128944350000000000
Mccrory City	Arkansas	1804	0.0001474839490000000000
Mcdougal Town	Arkansas	1342	0.0000011891330000000000
Mcgehee City	Arkansas	1409	0.0004299938560000000000
Mcnab Town	Arkansas	1472	0.0000091510280000000000
Mcneil City	Arkansas	1351	0.0000063906940000000000
Mcrae City	Arkansas	1795	0.0003078437300000000000
Melbourne City	Arkansas	1501	0.0006872958650000000000
Mena City	Arkansas	1678	0.0077168665920000000000
Menifee Town	Arkansas	1363	0.0001061447700000000000
Midland Town	Arkansas	1736	0.0000027016640000000000
Miller County	Arkansas	1597	0.0037690945070000000000
Mineral Springs City	Arkansas	1481	0.0001335692350000000000
Minturn Town	Arkansas	1540	0.0000023238890000000000
Mississippi County	Arkansas	1601	0.0045615034150000000000
Mitchellville City	Arkansas	1411	0.0000001903180000000000
Monette City	Arkansas	1376	0.0002309879740000000000
Monroe County	Arkansas	1619	0.0007512672030000000000
Montgomery County	Arkansas	1623	0.0022640916850000000000
Monticello City	Arkansas	1415	0.0005267471960000000000
Montrose City	Arkansas	1256	0.0000598830680000000000
Moorefield Town	Arkansas	1495	0.0000096160920000000000
Moro Town	Arkansas	1550	0.0000198589470000000000
Morrilton City	Arkansas	1357	0.0025971504690000000000
Morrison Bluff Town	Arkansas	1574	0.0000017329000000000000
Mount Ida City	Arkansas	1626	0.0001335506320000000000
Mount Pleasant Town	Arkansas	1506	0.0001222946530000000000
Mount Vernon Town	Arkansas	1427	0.0000716756590000000000
Mountain Home City	Arkansas	1263	0.0084471000250000000000
Mountain Pine City	Arkansas	1451	0.0001113119890000000000
Mountain View City	Arkansas	1757	0.0014442626050000000000
Mountainburg City	Arkansas	1374	0.0005058779860000000000
Mulberry City	Arkansas	1378	0.0008394962780000000000
Murfreesboro City	Arkansas	1664	0.0004018782350000000000
Nashville City	Arkansas	1483	0.0011740046300000000000
Nevada County	Arkansas	1631	0.0010429724980000000000
Newark City	Arkansas	1491	0.0007439592590000000000
Newport City	Arkansas	1510	0.0029570241250000000000

Newton County	Arkansas	1640	0.0025389559410000000000
Nimmons Town	Arkansas	1335	0.0000014052090000000000
Norfolk City	Arkansas	1264	0.0000717357600000000000
Norman Town	Arkansas	1627	0.0000542550780000000000
Norphlet City	Arkansas	1764	0.0001993092470000000000
North Little Rock City	Arkansas	1699	0.0161457647290000000000
Oak Grove Heights Town	Arkansas	1457	0.0001081338130000000000
Oak Grove Town	Arkansas	1314	0.0000318819240000000000
Oakhaven Town	Arkansas	1467	0.0000084584400000000000
Oden Town	Arkansas	1630	0.0000020863490000000000
Ogden City	Arkansas	1565	0.0000008299600000000000
Oil Trough Town	Arkansas	1492	0.0000184566000000000000
O'Kean Town	Arkansas	1710	0.0000017142970000000000
Okolona Town	Arkansas	1322	0.0000190461580000000000
Ola City	Arkansas	1813	0.0002628827760000000000
Omaha Town	Arkansas	1293	0.0000304051670000000000
Oppelo City	Arkansas	1356	0.0000903354570000000000
Osceola City	Arkansas	1608	0.0024928788330000000000
Ouachita County	Arkansas	1642	0.0029136014600000000000
Oxford City	Arkansas	1502	0.0002641563360000000000
Ozan Town	Arkansas	1466	0.0000113690250000000000
Ozark City	Arkansas	1438	0.0011312387780000000000
Palestine City	Arkansas	1753	0.0001908035850000000000
Pangburn City	Arkansas	1796	0.0001571687270000000000
Paragould City	Arkansas	1459	0.0100563902230000000000
Paris City	Arkansas	1572	0.0016161674210000000000
Parkdale City	Arkansas	1255	0.0000071505370000000000
Parkin City	Arkansas	1399	0.0001451571980000000000
Patmos Town	Arkansas	1471	0.0000126382920000000000
Patterson City	Arkansas	1807	0.0000197802440000000000
Pea Ridge City	Arkansas	1276	0.0010998748630000000000
Peach Orchard City	Arkansas	1337	0.0000027431620000000000
Perla Town	Arkansas	1478	0.0000150895370000000000
Perry County	Arkansas	1648	0.0024117645220000000000
Perry Town	Arkansas	1653	0.0000548131550000000000
Perrytown Town	Arkansas	1474	0.0000142180790000000000
Perryville City	Arkansas	1656	0.0004139312620000000000
Phillips County	Arkansas	1655	0.0032451219550000000000
Piggott City	Arkansas	1336	0.0038953801250000000000
Pike County	Arkansas	1661	0.0034815361520000000000
Pindall Town	Arkansas	1727	0.0000303507900000000000
Pine Bluff City	Arkansas	1518	0.0098408180470000000000
Pineville Town	Arkansas	1508	0.0000220125510000000000

Plainview City	Arkansas	1817	0.0001255057410000000000
Pleasant Plains Town	Arkansas	1497	0.0000244981390000000000
Plumerville City	Arkansas	1355	0.0002924622760000000000
Pocahontas City	Arkansas	1707	0.0046711812410000000000
Poinsett County	Arkansas	1666	0.0040099117870000000000
Polk County	Arkansas	1674	0.0006914184780000000000
Pollard City	Arkansas	1334	0.0000045218530000000000
Pope County	Arkansas	1681	0.0085684216210000000000
Portia Town	Arkansas	1542	0.0000094558240000000000
Portland City	Arkansas	1250	0.0000813346800000000000
Pottsville City	Arkansas	1686	0.0003564736810000000000
Powhatan Town	Arkansas	1549	0.0000015568910000000000
Poyen Town	Arkansas	1452	0.0000228124610000000000
Prairie County	Arkansas	1691	0.0009031771300000000000
Prairie Grove City	Arkansas	1780	0.0008776701590000000000
Prattsville Town	Arkansas	1454	0.0000114062310000000000
Prescott City	Arkansas	1632	0.0009255645940000000000
Pulaski County	Arkansas	1698	0.0235361091910000000000
Pyatt Town	Arkansas	1588	0.0000614356660000000000
Quitman City	Arkansas	1346	0.0007208763450000000000
Randolph County	Arkansas	1709	0.0005330491700000000000
Ratcliff City	Arkansas	1570	0.0000381924840000000000
Ravenden Springs Town	Arkansas	1708	0.0000011433420000000000
Ravenden Town	Arkansas	1541	0.0000212469840000000000
Rector City	Arkansas	1341	0.0000565016950000000000
Redfield City	Arkansas	1526	0.0001998887880000000000
Reed Town	Arkansas	1412	0.0000092941250000000000
Reyno City	Arkansas	1711	0.0000017142970000000000
Rison City	Arkansas	1350	0.0002661582580000000000
Rockport City	Arkansas	1479	0.0004662588290000000000
Roe Town	Arkansas	1625	0.0000062976820000000000
Rogers City	Arkansas	1277	0.0174098086060000000000
Rondo Town	Arkansas	1553	0.0000012821460000000000
Rose Bud Town	Arkansas	1801	0.0002013326330000000000
Rosston Town	Arkansas	1634	0.0000127198570000000000
Rudy Town	Arkansas	1383	0.0000436101220000000000
Russell Town	Arkansas	1797	0.0000727388670000000000
Russellville City	Arkansas	1689	0.0091716010070000000000
Salem City	Arkansas	1435	0.0000449623850000000000
Salesville City	Arkansas	1268	0.0000644049210000000000
Saline County	Arkansas	1717	0.0108002006620000000000
Scott County	Arkansas	1718	0.0033804054870000000000
Scranton City	Arkansas	1571	0.0000727531770000000000

Searcy City	Arkansas	1798	0.0098808736490000000000
Searcy County	Arkansas	1722	0.0021162528570000000000
Sebastian County	Arkansas	1726	0.0219348338340000000000
Sedgwick Town	Arkansas	1543	0.0000053117460000000000
Sevier County	Arkansas	1738	0.0026130599490000000000
Shannon Hills City	Arkansas	1714	0.0004981636480000000000
Sharp County	Arkansas	1743	0.0028118855300000000000
Sheridan City	Arkansas	1453	0.0022766713080000000000
Sherrill Town	Arkansas	1517	0.0000257616820000000000
Sherwood City	Arkansas	1700	0.0042418298880000000000
Shirley Town	Arkansas	1773	0.0000091453040000000000
Sidney Town	Arkansas	1748	0.0000357741520000000000
Siloam Springs City	Arkansas	1274	0.0074777836440000000000
Smackover City	Arkansas	1766	0.0000080076860000000000
Smithville Town	Arkansas	1548	0.0000016241460000000000
South Lead Hill Town	Arkansas	1295	0.0000183135040000000000
Sparkman City	Arkansas	1404	0.0000350658240000000000
Springdale City	Arkansas	1285	0.0201367863330000000000
Springtown Town	Arkansas	1280	0.0000029248950000000000
St Francis County	Arkansas	1749	0.0020442151630000000000
St. Charles Town	Arkansas	1245	0.0000246641310000000000
St. Francis City	Arkansas	1332	0.0000071376590000000000
St. Joe Town	Arkansas	1723	0.0000767570200000000000
St. Paul Town	Arkansas	1595	0.0000416196480000000000
Stamps City	Arkansas	1537	0.0001802072810000000000
Star City	Arkansas	1558	0.0005648652700000000000
Stephens City	Arkansas	1645	0.0001165865290000000000
Stone County	Arkansas	1760	0.0028377688440000000000
Strawberry Town	Arkansas	1546	0.0000069287380000000000
Strong City	Arkansas	1769	0.0000293619930000000000
Stuttgart City	Arkansas	1248	0.0022038151010000000000
Subiaco Town	Arkansas	1573	0.0001091469370000000000
Success Town	Arkansas	1338	0.0000017844150000000000
Sulphur Rock Town	Arkansas	1493	0.0000326546460000000000
Sulphur Springs City	Arkansas	1279	0.0001209080470000000000
Summit City	Arkansas	1593	0.0000744674740000000000
Sunset Town	Arkansas	1394	0.0000160411300000000000
Swifton City	Arkansas	1507	0.0001789308590000000000
Taylor City	Arkansas	1358	0.0000141036020000000000
Texarkana City	Arkansas	1599	0.0076839558040000000000
Thornton City	Arkansas	1304	0.0000224375480000000000
Tillar City	Arkansas	1413	0.0000032654650000000000
Tinsman Town	Arkansas	1307	0.0000031509870000000000
Tollette Town	Arkansas	1487	0.0000327319180000000000

Tontitown City	Arkansas	1781	0.0006103556810000000000
Traskwood City	Arkansas	1715	0.0001776787640000000000
Trumann City	Arkansas	1672	0.0023199451530000000000
Tuckerman City	Arkansas	1509	0.0004054399090000000000
Tull Town	Arkansas	1455	0.0000307972520000000000
Tupelo Town	Arkansas	1512	0.0000051715110000000000
Turrell City	Arkansas	1389	0.0000906874750000000000
Twin Groves Town	Arkansas	1426	0.0001561026570000000000
Tyronza City	Arkansas	1676	0.0003829551390000000000
Ulm Town	Arkansas	1696	0.0000008972160000000000
Union County	Arkansas	1763	0.0045200454660000000000
Valley Springs Town	Arkansas	1299	0.0000327161770000000000
Van Buren City	Arkansas	1377	0.0176490317890000000000
Van Buren County	Arkansas	1772	0.0036418487110000000000
Vandervoort Town	Arkansas	1682	0.0000006596750000000000
Victoria Town	Arkansas	1615	0.0000054462570000000000
Vilonia City	Arkansas	1424	0.0010354413230000000000
Viola Town	Arkansas	1439	0.0000327004370000000000
Wabbaseka Town	Arkansas	1525	0.0000825309680000000000
Waldenburg Town	Arkansas	1673	0.0000235265130000000000
Waldo City	Arkansas	1359	0.0000284261410000000000
Waldron City	Arkansas	1719	0.0015014654740000000000
Walnut Ridge City	Arkansas	1544	0.0003154607630000000000
Ward City	Arkansas	1584	0.0014826096340000000000
Warren City	Arkansas	1308	0.0013314566880000000000
Washington City	Arkansas	1468	0.0000142180790000000000
Washington County	Arkansas	1775	0.0201415628970000000000
Watson City	Arkansas	1408	0.0000005695240000000000
Weiner City	Arkansas	1675	0.0001150167600000000000
Weldon Town	Arkansas	1516	0.0000155145340000000000
West Fork City	Arkansas	1784	0.0002787793790000000000
West Memphis City	Arkansas	1388	0.0064020863830000000000
West Point Town	Arkansas	1800	0.0000311735960000000000
Western Grove Town	Arkansas	1638	0.0000572043000000000000
Wheatley City	Arkansas	1752	0.0000509767350000000000
Whelen Springs Town	Arkansas	1329	0.0000023811280000000000
White County	Arkansas	1785	0.0099795917050000000000
White Hall City	Arkansas	1522	0.0005519593870000000000
Wickes Town	Arkansas	1680	0.0000014223800000000000
Widener Town	Arkansas	1754	0.0000145658040000000000
Wiederkehr Village City	Arkansas	1437	0.0000159552720000000000
Williford Town	Arkansas	1755	0.0000250419060000000000
Willisville Town	Arkansas	1637	0.0000039136920000000000

Wilmar City	Arkansas	1416	0.0000180788250000000000
Wilmot City	Arkansas	1259	0.0001716057440000000000
Wilson City	Arkansas	1616	0.0000387333900000000000
Wilton City	Arkansas	1562	0.0000023238890000000000
Winchester Town	Arkansas	1418	0.0000110942800000000000
Winslow City	Arkansas	1778	0.0000593292840000000000
Winthrop City	Arkansas	1569	0.0000043157940000000000
Woodruff County	Arkansas	1805	0.0021362706410000000000
Wooster Town	Arkansas	1425	0.0000529300040000000000
Wrightsville City	Arkansas	1706	0.0000890146750000000000
Wynne City	Arkansas	1400	0.0015411905230000000000
Yell County	Arkansas	1809	0.0050329323250000000000
Yellville City	Arkansas	1596	0.0002680814760000000000
Zinc Town	Arkansas	1292	0.0000184923750000000000
Adelanto City	California	2222	
Agoura Hills City	California	2079	
Alameda City	California	1924	
Alameda County	California	1919	
Albany City	California	1928	
Alhambra City	California	2012	
Aliso Viejo City	California	2147	
Amador County	California	1935	
American Canyon City	California	2118	
Anaheim City	California	2125	
Anderson City	California	2299	
Apple Valley Town	California	2213	
Arcadia City	California	2011	
Arcata City	California	1981	
Arroyo Grande City	California	2250	
Artesia City	California	2074	
Arvin City	California	1999	
Atascadero City	California	2254	
Atwater City	California	2105	
Auburn City	California	2160	
Avenal City	California	2006	
Azusa City	California	2014	
Bakersfield City	California	1993	
Baldwin Park City	California	2018	
Banning City	California	2167	
Barstow City	California	2203	
Beaumont City	California	2165	
Bell City	California	2016	
Bell Gardens City	California	2077	
Bellflower City	California	2061	

Belmont City	California	2256
Benicia City	California	2305
Berkeley City	California	1923
Beverly Hills City	California	2017
Blythe City	California	2166
Brawley City	California	1984
Brea City	California	2126
Brentwood City	California	1942
Buena Park City	California	2127
Burbank City	California	2015
Burlingame City	California	2257
Butte County	California	1944
Calabasas City	California	2060
Calaveras County	California	1941
Calexico City	California	1991
California City	California	2002
Camarillo City	California	2345
Campbell City	California	2281
Canyon Lake City	California	2183
Capitola City	California	2295
Carlsbad City	California	2219
Carpinteria City	California	2277
Carson City	California	2088
Cathedral City	California	2185
Ceres City	California	2320
Cerritos City	California	2020
Chico City	California	1939
Chino City	California	2204
Chino Hills City	California	2214
Chowchilla City	California	2090
Chula Vista City	California	2225
Citrus Heights City	California	2197
City Of Antioch	California	1945
City Of Lathrop	California	2252
City Of Santa Cruz	California	2293
Claremont City	California	2019
Clayton City	California	1961
Clearlake City	California	2010
Clovis City	California	1969
Coachella City	California	2170
Coalinga City	California	1970
Colton City	California	2201
Colusa County	California	1946
Commerce City	California	2071

Compton City	California	2022
Concord City	California	1948
Contra Costa County	California	1943
Corcoran City	California	2003
Corona City	California	2168
Coronado City	California	2226
Costa Mesa City	California	2130
Covina City	California	2021
Cudahy City	California	2075
Culver City	California	2024
Cupertino City	California	2280
Cypress City	California	2148
Daly City	California	2262
Dana Point City	California	2151
Danville Town	California	1956
Davis City	California	2346
Del Norte County	California	1960
Delano City	California	1988
Desert Hot Springs City	California	2184
Diamond Bar City	California	2063
Dinuba City	California	2326
Dixon City	California	2307
Downey City	California	2059
Duarte City	California	2068
Dublin City	California	1938
East Palo Alto City	California	2270
Eastvale City	California	2182
El Cajon City	California	2229
El Centro City	California	1992
El Cerrito City	California	1947
El Dorado County	California	1965
El Monte City	California	2026
El Paso De Robles (Paso Robles) City	California	2249
El Segundo City	California	2023
Elk Grove City	California	2198
Emeryville City	California	1925
Encinitas City	California	2233
Escondido City	California	2227
Eureka City	California	1983
Exeter City	California	2324
Fairfield City	California	2308
Farmersville City	California	2337

Fillmore City	California	2343
Folsom City	California	2190
Fontana City	California	2202
Fortuna City	California	1985
Foster City	California	2271
Fountain Valley City	California	2153
Fremont City	California	1927
Fresno City	California	1971
Fresno County	California	1968
Fullerton City	California	2131
Galt City	California	2195
Garden Grove City	California	2132
Gardena City	California	2027
Gilroy City	California	2279
Glendale City	California	2029
Glendora City	California	2030
Glenn County	California	1982
Goleta City	California	2276
Grand Terrace City	California	2224
Grass Valley City	California	2120
Greenfield City	California	2113
Grover Beach City	California	2251
Half Moon Bay City	California	2269
Hanford City	California	2001
Hawaiian Gardens City	California	2083
Hawthorne City	California	2028
Hayward City	California	1926
Healdsburg City	California	2309
Hemet City	California	2173
Hercules City	California	1949
Hermosa Beach City	California	2025
Hesperia City	California	2211
Highland City	California	2212
Hillsborough Town	California	7017
Hollister City	California	2199
Humboldt County	California	1980
Huntington Beach City	California	2129
Huntington Park City	California	2033
Imperial Beach City	California	2231
Imperial City	California	1987
Imperial County	California	1986
Indio City	California	2172
Inglewood City	California	2032
Inyo County	California	1990

Irvine City	California	2152
Jurupa Valley City	California	2179
Kerman City	California	1976
Kern County	California	1989
King City	California	2110
Kings County	California	1998
Kingsburg City	California	1972
La Cañada Flintridge City	California	2089
La Habra City	California	2136
La Mesa City	California	2230
La Mirada City	California	2078
La Palma City	California	2128
La Puente City	California	2031
La Quinta City	California	2189
La Verne City	California	2034
Lafayette City	California	1962
Laguna Beach City	California	2135
Laguna Hills City	California	2144
Laguna Niguel City	California	2154
Laguna Woods City	California	2145
Lake County	California	2007
Lake Elsinore City	California	2169
Lake Forest City	California	2141
Lakeport City	California	2005
Lakewood City	California	2036
Lancaster City	California	2085
Larkspur City	California	2094
Lassen County	California	2009
Lawndale City	California	2076
Lemon Grove City	California	2238
Lemoore City	California	2004
Lincoln City	California	2159
Lindsay City	California	2330
Livermore City	California	1930
Livingston City	California	2103
Lodi City	California	2243
Loma Linda City	California	2218
Lomita City	California	2084
Lompoc City	California	2274
Long Beach City	California	2037
Los Alamitos City	California	2150
Los Altos City	California	2282
Los Angeles City	California	2035

Los Angeles County	California	2013
Los Banos City	California	2104
Los Gatos Town	California	2283
Lynwood City	California	2040
Madera City	California	2092
Madera County	California	2091
Malibu City	California	2064
Manhattan Beach City	California	2041
Manteca City	California	2241
Marin County	California	2093
Marina City	California	2119
Mariposa County	California	2097
Martinez City	California	1950
Marysville City	California	2354
Maywood City	California	2038
Mcfarland City	California	1994
Mendocino County	California	2100
Mendota City	California	1973
Menifee City	California	2176
Menlo Park City	California	2260
Merced City	California	2106
Merced County	California	2101
Mill Valley City	California	2095
Millbrae City	California	2265
Milpitas City	California	2286
Mission Viejo City	California	2149
Modesto City	California	2318
Modoc County	California	2108
Mono County	California	2107
Monrovia City	California	2042
Montclair City	California	2217
Montebello City	California	2039
Monterey City	California	2117
Monterey County	California	2109
Monterey Park City	California	2043
Moorpark City	California	2347
Moraga Town	California	1966
Moreno Valley City	California	2186
Morgan Hill City	California	2287
Morro Bay City	California	2259
Mountain View City	California	2288
Murrieta City	California	2181
Napa City	California	2122
Napa County	California	2115

Allocations in California will be made in accordance with the California State-Subdivision Agreement.

National City	California	2235
Nevada County	California	2121
Newark City	California	1929
Newman City	California	2319
Newport Beach City	California	2133
Norco City	California	2188
Norwalk City	California	2066
Novato City	California	2099
Oakdale City	California	2321
Oakland City	California	1932
Oakley City	California	1952
Oceanside City	California	2228
Ontario City	California	2206
Orange City	California	2134
Orange County	California	2123
Orange Cove City	California	1977
Orinda City	California	1959
Oroville City	California	1940
Oxnard City	California	2344
Pacific Grove City	California	2111
Pacifica City	California	2266
Palm Desert City	California	2187
Palm Springs City	California	2174
Palmdale City	California	2086
Palo Alto City	California	2284
Palos Verdes Estates City	California	2045
Paramount City	California	2070
Parlier City	California	1974
Pasadena City	California	2044
Patterson City	California	2322
Perris City	California	2175
Petaluma City	California	2313
Pico Rivera City	California	2067
Piedmont City	California	1931
Pinole City	California	1954
Pittsburg City	California	1951
Placentia City	California	2137
Placer County	California	2157
Placerville City	California	1967
Pleasant Hill City	California	1963
Pleasanton City	California	1934
Plumas County	California	2162
Pomona City	California	2047

Port Hueneme City	California	2340
Porterville City	California	2333
Poway City	California	2234
Rancho Cordova City	California	2196
Rancho Cucamonga City	California	2221
Rancho Mirage City	California	2192
Rancho Palos Verdes City	California	2087
Rancho Santa Margarita City	California	2146
Red Bluff City	California	2336
Redding City	California	2298
Redlands City	California	2205
Redondo Beach City	California	2046
Redwood City	California	2264
Reedley City	California	1978
Rialto City	California	2208
Richmond City	California	1953
Ridgecrest City	California	2000
Ripon City	California	2242
Riverbank City	California	2327
Riverside City	California	2171
Riverside County	California	2163
Rocklin City	California	2161
Rohnert Park City	California	2317
Rosemead City	California	2082
Roseville City	California	2164
Sacramento City	California	2194
Sacramento County	California	2191
Salinas City	California	2112
San Anselmo Town	California	2098
San Benito County	California	2193
San Bernardino City	California	2207
San Bernardino County	California	2200
San Bruno City	California	2261
San Buenaventura (Ventura) City	California	2341
San Carlos City	California	2267
San Clemente City	California	2138
San Diego City	California	2236
San Diego County	California	2223
San Dimas City	California	2080
San Fernando City	California	2048

San Francisco City	California	2245
San Gabriel City	California	2051
San Jacinto City	California	2178
San Joaquin County	California	2240
San Jose City	California	2285
San Juan Capistrano City	California	2158
San Leandro City	California	1933
San Luis Obispo City	California	2255
San Luis Obispo County	California	2248
San Marcos City	California	2246
San Marino City	California	2049
San Mateo City	California	2263
San Mateo County	California	2253
San Pablo City	California	1957
San Rafael City	California	2096
San Ramon City	California	1958
Sanger City	California	1979
Santa Ana City	California	2139
Santa Barbara City	California	2273
Santa Barbara County	California	2272
Santa Clara City	California	2291
Santa Clara County	California	2278
Santa Clarita City	California	2065
Santa Cruz County	California	2292
Santa Fe Springs City	California	2069
Santa Maria City	California	2275
Santa Monica City	California	2050
Santa Paula City	California	2342
Santa Rosa City	California	2311
Santee City	California	2239
Saratoga City	California	2290
Scotts Valley City	California	2297
Seal Beach City	California	2140
Seaside City	California	2116
Selma City	California	1975
Shafter City	California	1995
Shasta County	California	2296
Shasta Lake City	California	2301
Sierra Madre City	California	2052
Signal Hill City	California	2054
Simi Valley City	California	2349
Siskiyou County	California	2302

Solana Beach City	California	2232
Solano County	California	2303
Soledad City	California	2114
Sonoma City	California	2314
Sonoma County	California	2312
South El Monte City	California	2072
South Gate City	California	2053
South Lake Tahoe City	California	1964
South Pasadena City	California	2056
South San Francisco City	California	2268
Stanislaus County	California	2316
Stanton City	California	2142
Stockton City	California	2247
Suisun City	California	2310
Sunnyvale City	California	2289
Susanville City	California	2008
Sutter County	California	2328
Tehachapi City	California	1996
Tehama County	California	2331
Temecula City	California	2180
Temple City	California	2081
Thousand Oaks City	California	2348
Torrance City	California	2055
Tracy City	California	2244
Trinity County	California	2329
Truckee Town	California	2124
Tulare City	California	2334
Tulare County	California	2332
Tuolumne County	California	2339
Turlock City	California	2325
Tustin City	California	2143
Twentynine Palms City	California	2215
Ukiah City	California	2102
Union City	California	1936
Upland City	California	2210
Vacaville City	California	2304
Vallejo City	California	2306
Ventura County	California	2338
Victorville City	California	2220
Visalia City	California	2335
Vista City	California	2237
Walnut City	California	2073
Walnut Creek City	California	1955

Wasco City	California	1997
Watsonville City	California	2294
West Covina City	California	2057
West Hollywood City	California	2062
West Sacramento City	California	2350
Westminster City	California	2155
Whittier City	California	2058
Wildomar City	California	2177
Windsor Town	California	2315
Woodland City	California	2351
Yolo County	California	2352
Yorba Linda City	California	2156
Yuba City	California	2323
Yuba County	California	2353
Yucaipa City	California	2216
Yucca Valley Town	California	2209
Adams County	Colorado	2357
Aguilar Town	Colorado	13013
Akron Town	Colorado	13097
Alamosa City	Colorado	2364
Alamosa County	Colorado	2365
Alma Town	Colorado	13058
Antonito Town	Colorado	12931
Arapahoe County	Colorado	2368
Archuleta County	Colorado	2369
Arriba Town	Colorado	13019
Arvada City	Colorado	2358
Aspen City	Colorado	13054
Ault Town	Colorado	13098
Aurora City	Colorado	2360
Avon Town	Colorado	12957
Baca County	Colorado	2377
Basalt Town	Colorado	12948
Bayfield Town	Colorado	13009
Bennett Town	Colorado	12892
Bent County	Colorado	2374
Berthoud Town	Colorado	13010
Bethune Town	Colorado	13001
Black Hawk City	Colorado	2405
Blanca Town	Colorado	12935
Blue River Town	Colorado	13091
Boone Town	Colorado	13064
Boulder City	Colorado	2378
Boulder County	Colorado	2370

Bow Mar Town	Colorado	12895
Branson Town	Colorado	13014
Breckenridge Town	Colorado	13087
Brighton City	Colorado	2361
Brookside Town	Colorado	12969
Brush City	Colorado	13040
Buena Vista Town	Colorado	12921
Burlington City	Colorado	13002
Calhan Town	Colorado	12962
Campo Town	Colorado	12897
Cañon City	Colorado	2398
Carbondale Town	Colorado	12977
Castle Pines City	Colorado	2395
Castle Rock Town	Colorado	2396
Cedaredge Town	Colorado	12943
Centennial City	Colorado	2373
Center Town	Colorado	13076
Central City	Colorado	12978
Chaffee County	Colorado	2386
Cheraw Town	Colorado	13044
Cherry Hills Village City	Colorado	12901
Cheyenne County	Colorado	2382
Cheyenne Wells Town	Colorado	12929
City and County of Broomfield	Colorado	2384
City Of Creede Town	Colorado	13030
Clear Creek County	Colorado	2385
Coal Creek Town	Colorado	12968
Cokedale Town	Colorado	13015
Collbran Town	Colorado	13031
Colorado Springs City	Colorado	2399
Columbine Valley Town	Colorado	12902
Commerce City	Colorado	2356
Conejos County	Colorado	2387
Cortez City	Colorado	13033
Costilla County	Colorado	2388
Craig City	Colorado	13034
Crawford Town	Colorado	12946
Crested Butte Town	Colorado	12987
Crestone Town	Colorado	13074
Cripple Creek City	Colorado	13093
Crook Town	Colorado	13027

Crowley County	Colorado	2383
Crowley Town	Colorado	12937
Custer County	Colorado	2391
Dacono City	Colorado	13101
De Beque Town	Colorado	13024
Deer Trail Town	Colorado	12903
Del Norte Town	Colorado	13068
Delta City	Colorado	12945
Delta County	Colorado	2390
Denver City	Colorado	2389
Dillon Town	Colorado	13088
Dinosaur Town	Colorado	13032
Dolores County	Colorado	2393
Dolores Town	Colorado	13035
Douglas County	Colorado	2392
Dove Creek Town	Colorado	12951
Durango City	Colorado	2418
Eads Town	Colorado	13000
Eagle County	Colorado	2404
Eagle Town	Colorado	12953
Eaton Town	Colorado	13099
Eckley Town	Colorado	13115
Edgewater City	Colorado	12995
El Paso County	Colorado	2401
Elbert County	Colorado	2402
Elizabeth Town	Colorado	12959
Empire Town	Colorado	12925
Englewood City	Colorado	2366
Erie Town	Colorado	2381
Estes Park Town	Colorado	13011
Evans City	Colorado	2463
Fairplay Town	Colorado	13057
Federal Heights City	Colorado	2359
Firestone Town	Colorado	2462
Flagler Town	Colorado	13005
Fleming Town	Colorado	13022
Florence City	Colorado	12971
Fort Collins City	Colorado	2421
Fort Lupton City	Colorado	13102
Fort Morgan City	Colorado	2438
Fountain City	Colorado	2400
Fowler Town	Colorado	13046
Foxfield Town	Colorado	12898
Fraser Town	Colorado	12980

Frederick Town	Colorado	2465
Fremont County	Colorado	2406
Frisco Town	Colorado	13089
Fruita City	Colorado	2439
Garden City Town	Colorado	13104
Garfield County	Colorado	2403
Genoa Town	Colorado	13020
Georgetown Town	Colorado	12924
Gilcrest Town	Colorado	13100
Gilpin County	Colorado	2408
Glendale City	Colorado	12900
Glenwood Springs City	Colorado	12979
Golden City	Colorado	2415
Granada Town	Colorado	13059
Granby Town	Colorado	12983
Grand County	Colorado	2410
Grand Junction City	Colorado	2431
Grand Lake Town	Colorado	12974
Greeley City	Colorado	2464
Green Mountain Falls Town	Colorado	12964
Greenwood Village City	Colorado	2367
Grover Town	Colorado	13103
Gunnison City	Colorado	12986
Gunnison County	Colorado	2411
Gypsum Town	Colorado	12954
Hartman Town	Colorado	13060
Haswell Town	Colorado	12999
Haxtun Town	Colorado	13052
Hayden Town	Colorado	13071
Hillrose Town	Colorado	13042
Hinsdale County	Colorado	2407
Holly Town	Colorado	13061
Holyoke City	Colorado	13053
Hooper Town	Colorado	12904
Hot Sulphur Springs Town	Colorado	12973
Hotchkiss Town	Colorado	12944
Hudson Town	Colorado	2467
Huerfano County	Colorado	2409
Hugo Town	Colorado	13021
Idaho Springs City	Colorado	12927
Ignacio Town	Colorado	13008

Iliff Town	Colorado	13029
Jackson County	Colorado	2413
Jamestown Town	Colorado	12916
Jefferson County	Colorado	2412
Johnstown Town	Colorado	2420
Julesburg Town	Colorado	13085
Keenesburg Town	Colorado	13106
Kersey Town	Colorado	13105
Kim Town	Colorado	13018
Kiowa County	Colorado	2414
Kiowa Town	Colorado	12961
Kit Carson County	Colorado	2424
Kit Carson Town	Colorado	12926
Kremmling Town	Colorado	12982
La Jara Town	Colorado	12930
La Junta City	Colorado	13045
La Plata County	Colorado	2417
La Salle Town	Colorado	13108
La Veta Town	Colorado	12992
Lafayette City	Colorado	2376
Lake City Town	Colorado	12991
Lake County	Colorado	2422
Lakeside Town	Colorado	12998
Lakewood City	Colorado	2419
Lamar City	Colorado	13062
Larimer County	Colorado	2423
Larkspur Town	Colorado	12950
Las Animas City	Colorado	12917
Las Animas County	Colorado	2428
Leadville City	Colorado	13007
Limon Town	Colorado	13026
Lincoln County	Colorado	2427
Littleton City	Colorado	2372
Lochbuie Town	Colorado	13117
Log Lane Village Town	Colorado	13041
Logan County	Colorado	2430
Lone Tree City	Colorado	2394
Longmont City	Colorado	2379
Louisville City	Colorado	2375
Loveland City	Colorado	2425
Lyons Town	Colorado	12918
Manassa Town	Colorado	12932
Mancos Town	Colorado	13036
Manitou Springs City	Colorado	12963

Allocations in Colorado will be made in accordance with the Colorado Opioids Settlement Memorandum of Understanding.

Manzanola Town	Colorado	13047
Marble Town	Colorado	12988
Mead Town	Colorado	13107
Meeker Town	Colorado	13066
Merino Town	Colorado	13028
Mesa County	Colorado	2433
Milliken Town	Colorado	13109
Mineral County	Colorado	2432
Minturn Town	Colorado	12956
Moffat County	Colorado	2436
Moffat Town	Colorado	13075
Monte Vista City	Colorado	13069
Montezuma County	Colorado	2434
Montezuma Town	Colorado	13090
Montrose City	Colorado	2440
Montrose County	Colorado	2437
Monument Town	Colorado	12965
Morgan County	Colorado	2444
Morrison Town	Colorado	12996
Mount Crested Butte Town	Colorado	12990
Mountain View Town	Colorado	12997
Mountain Village Town	Colorado	13084
Naturita Town	Colorado	13038
Nederland Town	Colorado	12920
New Castle Town	Colorado	12975
Northglenn City	Colorado	2363
Norwood Town	Colorado	13081
Nucla Town	Colorado	13037
Nunn Town	Colorado	13110
Oak Creek Town	Colorado	13072
Olathe Town	Colorado	13039
Olney Springs Town	Colorado	12938
Ophir Town	Colorado	13082
Orchard City Town	Colorado	12947
Ordway Town	Colorado	12939
Otero County	Colorado	2442
Otis Town	Colorado	13096
Ouray City	Colorado	13050
Ouray County	Colorado	2445
Ovid Town	Colorado	13083
Pagosa Springs Town	Colorado	12899
Palisade Town	Colorado	13023
Palmer Lake Town	Colorado	12966

Paoli Town	Colorado	13055
Paonia Town	Colorado	12949
Parachute Town	Colorado	12981
Park County	Colorado	2441
Parker Town	Colorado	2397
Peetz Town	Colorado	13025
Phillips County	Colorado	2443
Pierce Town	Colorado	13111
Pitkin County	Colorado	2446
Pitkin Town	Colorado	12989
Platteville Town	Colorado	13112
Poncha Springs Town	Colorado	12928
Pritchett Town	Colorado	12896
Prowers County	Colorado	2447
Pueblo City	Colorado	2448
Pueblo County	Colorado	2449
Ramah Town	Colorado	12967
Rangely Town	Colorado	13067
Raymer (New Raymer) Town	Colorado	13113
Red Cliff Town	Colorado	12955
Rico Town	Colorado	12952
Ridgway Town	Colorado	13051
Rifle City	Colorado	12976
Rio Blanco County	Colorado	2450
Rio Grande County	Colorado	2451
Rockvale Town	Colorado	12970
Rocky Ford City	Colorado	13049
Romeo Town	Colorado	12933
Routt County	Colorado	2452
Rye Town	Colorado	13063
Saguache County	Colorado	2455
Saguache Town	Colorado	13077
Salida City	Colorado	12922
San Juan County	Colorado	2453
San Luis Town	Colorado	12936
San Miguel County	Colorado	2458
Sanford Town	Colorado	12934
Sawpit Town	Colorado	13079
Sedgwick County	Colorado	2457
Sedgwick Town	Colorado	13086
Seibert Town	Colorado	13003
Severance Town	Colorado	13114
Sheridan City	Colorado	2371

Sheridan Lake Town	Colorado	13620
Silt Town	Colorado	12984
Silver Cliff Town	Colorado	12941
Silver Plume Town	Colorado	12923
Silverthorne Town	Colorado	13092
Silverton Town	Colorado	13078
Simla Town	Colorado	12960
Snowmass Village Town	Colorado	13056
South Fork Town	Colorado	13070
Springfield Town	Colorado	12907
Starkville Town	Colorado	13016
Steamboat Springs City	Colorado	2456
Sterling City	Colorado	2435
Stratton Town	Colorado	13004
Sugar City Town	Colorado	12942
Summit County	Colorado	2454
Superior Town	Colorado	2380
Swink Town	Colorado	13048
Teller County	Colorado	2461
Telluride Town	Colorado	13080
Thornton City	Colorado	2362
Timnath Town	Colorado	13012
Trinidad City	Colorado	13017
Two Buttes Town	Colorado	12913
Vail Town	Colorado	12958
Victor City	Colorado	13094
Vilas Town	Colorado	12914
Vona Town	Colorado	13006
Walden Town	Colorado	12994
Walsenburg City	Colorado	12993
Walsh Town	Colorado	12915
Ward Town	Colorado	12919
Washington County	Colorado	2460
Weld County	Colorado	2459
Wellington Town	Colorado	2429
Westcliffe Town	Colorado	12940
Westminster City	Colorado	2355
Wheat Ridge City	Colorado	2416
Wiggins Town	Colorado	13043
Wiley Town	Colorado	13065
Williamsburg Town	Colorado	12972
Windsor Town	Colorado	2426
Winter Park Town	Colorado	12985

Woodland Park City	Colorado	13095	
Wray City	Colorado	13116	
Yampa Town	Colorado	13073	
Yuma City	Colorado	13118	
Yuma County	Colorado	2466	
Dover City	Delaware	2639	0.250000000000000000000000
Kent County	Delaware	2643	0.250000000000000000000000
Middletown Town	Delaware	2641	0.000000000000000000000000
Milford City	Delaware	2648	0.000000000000000000000000
New Castle County	Delaware	2638	0.000000000000000000000000
Newark City	Delaware	2642	0.000000000000000000000000
Seaford City	Delaware	2646	0.250000000000000000000000
Smyrna Town	Delaware	2640	0.000000000000000000000000
Sussex County	Delaware	2644	0.250000000000000000000000
Wilmington City	Delaware	2645	0.000000000000000000000000
Alachua County	Florida	2651	0.008594613234000000000000
Altamonte Springs City	Florida	2866	0.000813054302000000000000
Apopka City	Florida	2799	0.000972154704000000000000
Atlantic Beach City	Florida	2707	0.000388915664000000000000
Auburndale City	Florida	2852	0.000286367831000000000000
Aventura City	Florida	2783	0.000246200756000000000000
Avon Park City	Florida	2727	0.000258288737000000000000
Baker County	Florida	2653	0.001931736622000000000000
Bartow City	Florida	2851	0.000439725748000000000000
Bay County	Florida	2652	0.005394465693000000000000
Belle Glade City	Florida	2810	0.000208278128000000000000
Boca Raton City	Florida	2812	0.004720689632000000000000
Bonita Springs City	Florida	2750	0.000173754580000000000000
Boynton Beach City	Florida	2819	0.003064979246000000000000
Bradenton City	Florida	2764	0.003799303249000000000000
Bradford County	Florida	2657	0.001894834807000000000000
Brevard County	Florida	2660	0.023870763525000000000000
Broward County	Florida	2668	0.040626227708000000000000
Calhoun County	Florida	2695	0.000471282181000000000000
Callaway City	Florida	2656	0.000249535015000000000000
Cape Canaveral City	Florida	2666	0.000455607190000000000000
Cape Coral City	Florida	2755	0.007144300110000000000000
Casselberry City	Florida	2864	0.000800352962000000000000
Charlotte County	Florida	2697	0.006902251426000000000000
Citrus County	Florida	2702	0.009696466473000000000000
Clay County	Florida	2699	0.011934300121000000000000
Clearwater City	Florida	2831	0.006338625372000000000000
Clermont City	Florida	2738	0.000759095348000000000000
Cocoa Beach City	Florida	2659	0.000843632048000000000000

Cocoa City	Florida	2661	0.0014924471990000000000
Coconut Creek City	Florida	2692	0.0010113093180000000000
Collier County	Florida	2700	0.0135482248740000000000
Columbia County	Florida	2703	0.0034212219730000000000
Cooper City	Florida	2681	0.0007393632490000000000
Coral Gables City	Florida	2773	0.0007177994220000000000
Coral Springs City	Florida	2689	0.0032340640850000000000
Crestview City	Florida	2792	0.0007043975660000000000
Cutler Bay Town	Florida	2788	0.0000941414630000000000
Dania Beach City	Florida	2671	0.0001780678900000000000
Davie Town	Florida	2688	0.0026692252930000000000
Daytona Beach City	Florida	2883	0.0044755599850000000000
Daytona Beach Shores City	Florida	2892	0.0003974331580000000000
De Soto County	Florida	2706	0.0011364042050000000000
Debary City	Florida	2893	0.0003528332960000000000
Deerfield Beach City	Florida	2669	0.0020242335620000000000
Deland City	Florida	2882	0.0009898435420000000000
Delray Beach City	Florida	2811	0.0035184660050000000000
Deltona City	Florida	2890	0.0019932923040000000000
Destin City	Florida	2797	0.0001467830920000000000
Dixie County	Florida	2708	0.0010374439270000000000
Doral City	Florida	2777	0.0001397804770000000000
Dunedin City	Florida	2841	0.0010244112130000000000
Eatonville Town	Florida	2802	0.0000832564150000000000
Edgewater City	Florida	2879	0.0005804271720000000000
Escambia County	Florida	2711	0.0101099906100000000000
Estero Village	Florida	2752	0.0001207975550000000000
Eustis City	Florida	2741	0.0004193003950000000000
Fernandina Beach City	Florida	2793	0.0008316019890000000000
Flagler County	Florida	2709	0.0030500824840000000000
Florida City	Florida	2767	0.0000392878900000000000
Fort Lauderdale City	Florida	2672	0.0083058162950000000000
Fort Myers City	Florida	2748	0.0043109956340000000000
Fort Pierce City	Florida	2877	0.0015953587260000000000
Fort Walton Beach City	Florida	2794	0.0007783706050000000000
Franklin County	Florida	2714	0.0004991067080000000000
Fruitland Park City	Florida	2744	0.0000838209320000000000
Gadsden County	Florida	2719	0.0012365547050000000000
Gainesville City	Florida	2647	0.0038159828940000000000
Gilchrist County	Florida	2716	0.0006433350420000000000
Glades County	Florida	2721	0.0004061249630000000000
Greenacres City	Florida	2814	0.0007642489860000000000

Groveland City	Florida	2739	0.0002615314820000000000
Gulf County	Florida	2722	0.0005991419080000000000
Gulfport City	Florida	2836	0.0004789455470000000000
Haines City	Florida	2849	0.0004798470660000000000
Hallandale Beach City	Florida	2673	0.0015495052720000000000
Hamilton County	Florida	2718	0.0004794180050000000000
Hardee County	Florida	2720	0.0006711036430000000000
Hendry County	Florida	2717	0.0014446089510000000000
Hernando County	Florida	2723	0.0151007589960000000000
Hialeah City	Florida	2770	0.0009801565250000000000
Hialeah Gardens City	Florida	2771	0.0000545192940000000000
Highlands County	Florida	2726	0.0029318603860000000000
Hillsborough County	Florida	2729	0.0652311253080000000000
Holly Hill City	Florida	2889	0.0003161624440000000000
Hollywood City	Florida	2674	0.0052016477540000000000
Holmes County	Florida	2731	0.0008161189220000000000
Homestead City	Florida	2769	0.0002493539850000000000
Indian River County	Florida	2733	0.0065411779010000000000
Jackson County	Florida	2737	0.0015893576780000000000
Jacksonville Beach City	Florida	2710	0.0010044668520000000000
Jacksonville City	Florida	2713	0.0529563801960000000000
Jefferson County	Florida	2735	0.0004082079890000000000
Jupiter Town	Florida	2816	0.0012546664310000000000
Key Biscayne Village	Florida	2785	0.0001368387830000000000
Key West City	Florida	2790	0.0008808677790000000000
Kissimmee City	Florida	2807	0.0016236577080000000000
Lady Lake Town	Florida	2742	0.0002504819270000000000
Lafayette County	Florida	2740	0.0003191133990000000000
Lake City	Florida	2705	0.0010465943910000000000
Lake County	Florida	2736	0.0078154785620000000000
Lake Mary City	Florida	2868	0.0007976743700000000000
Lake Wales City	Florida	2854	0.0003629317620000000000
Lake Worth City	Florida	2820	0.0011714590410000000000
Lakeland City	Florida	2850	0.0029487492060000000000
Lantana Town	Florida	2822	0.0002450789870000000000
Largo City	Florida	2840	0.0037419364980000000000
Lauderdale Lakes City	Florida	2693	0.0006262430400000000000
Lauderhill City	Florida	2678	0.0014438307210000000000
Lee County	Florida	2746	0.0215038742990000000000
Leesburg City	Florida	2743	0.0009133989060000000000
Leon County	Florida	2753	0.0047120197970000000000
Levy County	Florida	2756	0.0025119232080000000000
Liberty County	Florida	2757	0.0001939861910000000000
Lighthouse Point City	Florida	2686	0.0002913228270000000000

Longwood City	Florida	2865	0.0006170916690000000000
Lynn Haven City	Florida	2649	0.0003920578160000000000
Madison County	Florida	2754	0.0006354033090000000000
Maitland City	Florida	2803	0.0004672824510000000000
Manatee County	Florida	2766	0.0228852340190000000000
Marco Island City	Florida	2704	0.0006209454130000000000
Margate City	Florida	2685	0.0014368335540000000000
Marion County	Florida	2760	0.0133218148660000000000
Martin County	Florida	2761	0.0078826510790000000000
Melbourne City	Florida	2662	0.0038310548760000000000
Miami Beach City	Florida	2772	0.0018140924770000000000
Miami City	Florida	2768	0.0029279345570000000000
Miami Gardens City	Florida	2774	0.0004068396410000000000
Miami Lakes Town	Florida	2791	0.0000783751390000000000
Miami Shores Village	Florida	2778	0.0000628760940000000000
Miami Springs City	Florida	2775	0.0000616949500000000000
Miami-Dade County	Florida	2763	0.0432717051920000000000
Milton City	Florida	2858	0.0004663146570000000000
Minneola City	Florida	2745	0.0001605804180000000000
Miramar City	Florida	2675	0.0027927964040000000000
Monroe County	Florida	2789	0.0038830119670000000000
Mount Dora City	Florida	2747	0.0004102122120000000000
Naples City	Florida	2701	0.0013441579440000000000
Nassau County	Florida	2800	0.0039377251830000000000
New Port Richey City	Florida	2832	0.0014987832530000000000
New Smyrna Beach City	Florida	2886	0.0010406603440000000000
Niceville City	Florida	2801	0.0002174463850000000000
North Lauderdale City	Florida	2687	0.0006606905080000000000
North Miami Beach City	Florida	2776	0.0003039179460000000000
North Miami City	Florida	2779	0.0003037843070000000000
North Palm Beach Village	Florida	2827	0.0004434916090000000000
North Port City	Florida	2861	0.0020961190360000000000
Oakland Park City	Florida	2676	0.0010043123320000000000
Ocala City	Florida	2758	0.0036899458150000000000
Ocoee City	Florida	2808	0.0006660008460000000000
Okaloosa County	Florida	2795	0.0063451241170000000000
Okeechobee County	Florida	2796	0.0035349531810000000000
Oldsmar City	Florida	2838	0.0003942198280000000000
Opa-Locka City	Florida	2780	0.0000784753690000000000
Orange City	Florida	2884	0.0003356241790000000000
Orange County	Florida	2806	0.0313074198040000000000

Orlando City	Florida	2813	0.0116024921000000000000
Ormond Beach City	Florida	2885	0.0011464382110000000000
Osceola County	Florida	2817	0.0083724911160000000000
Oviedo City	Florida	2871	0.0010313086960000000000
Palatka City	Florida	2860	0.0004695492310000000000
Palm Bay City	Florida	2667	0.0040481693420000000000
Palm Beach County	Florida	2809	0.0597840016450000000000
Palm Beach Gardens City	Florida	2824	0.0023367521630000000000
Palm Coast City	Florida	2715	0.0008485647090000000000
Palm Springs Village	Florida	2823	0.0003802098770000000000
Palmetto Bay Village	Florida	2782	0.0000740407670000000000
Palmetto City	Florida	2762	0.0005286975940000000000
Panama City	Florida	2654	0.0015515314660000000000
Panama City Beach City	Florida	2655	0.0008089730450000000000
Parkland City	Florida	2691	0.0004580428340000000000
Pasco County	Florida	2829	0.0442953683170000000000
Pembroke Pines City	Florida	2682	0.0046283317780000000000
Pensacola City	Florida	2712	0.0033063595540000000000
Pinecrest Village	Florida	2787	0.0000829657140000000000
Pinellas County	Florida	2835	0.0479353599920000000000
Pinellas Park City	Florida	2844	0.0025166644900000000000
Plant City	Florida	2724	0.0010421857540000000000
Plantation City	Florida	2684	0.0021391927610000000000
Polk County	Florida	2848	0.0160168811610000000000
Pompano Beach City	Florida	2677	0.0033547196480000000000
Port Orange City	Florida	2887	0.0017759701160000000000
Port St. Lucie City	Florida	2878	0.0039080426020000000000
Punta Gorda City	Florida	2698	0.0004712075540000000000
Putnam County	Florida	2856	0.0033793825940000000000
Riviera Beach City	Florida	2826	0.0016361743870000000000
Rockledge City	Florida	2663	0.0009660390820000000000
Royal Palm Beach Village	Florida	2834	0.0004929487790000000000
Safety Harbor City	Florida	2839	0.0003806156970000000000
Sanford City	Florida	2867	0.0016424387180000000000
Santa Rosa County	Florida	2857	0.0065463680350000000000
Sarasota City	Florida	2862	0.0048428037860000000000
Sarasota County	Florida	2855	0.0196880412450000000000
Satellite Beach City	Florida	2664	0.0003597503890000000000
Sebastian City	Florida	2732	0.0003831577450000000000
Sebring City	Florida	2725	0.0003817285690000000000
Seminole City	Florida	2847	0.0009524892430000000000

Seminole County	Florida	2863	0.0150869511380000000000
South Daytona City	Florida	2888	0.0004522141010000000000
South Miami City	Florida	2781	0.0000783304720000000000
St Johns County	Florida	2870	0.0066382167530000000000
St Lucie County	Florida	2872	0.0095628875030000000000
St. Augustine City	Florida	2874	0.0004651088190000000000
St. Cloud City	Florida	2804	0.0007383660400000000000
St. Petersburg City	Florida	2843	0.0145659241730000000000
Stuart City	Florida	2765	0.0008122301340000000000
Sumter County	Florida	2873	0.0032639863450000000000
Sunny Isles Beach City	Florida	2786	0.0000769377930000000000
Sunrise City	Florida	2696	0.0028607044810000000000
Suwannee County	Florida	2876	0.0019101493730000000000
Sweetwater City	Florida	2784	0.0000411597450000000000
Tallahassee City	Florida	2759	0.0042599725630000000000
Tamarac City	Florida	2694	0.0013449289110000000000
Tampa City	Florida	2728	0.0197567264620000000000
Tarpon Springs City	Florida	2846	0.0010197096960000000000
Tavares City	Florida	2749	0.0003182185980000000000
Taylor County	Florida	2881	0.0009218121760000000000
Temple Terrace City	Florida	2730	0.0010798104180000000000
Titusville City	Florida	2665	0.0024005584650000000000
Union County	Florida	2875	0.0006515551160000000000
Venice City	Florida	2859	0.0014234761830000000000
Vero Beach City	Florida	2734	0.0006064172480000000000
Volusia County	Florida	2880	0.0174468491890000000000
Wakulla County	Florida	2895	0.0011512946110000000000
Walton County	Florida	2891	0.0026855768320000000000
Washington County	Florida	2897	0.0012012445750000000000
Wellington Village	Florida	2825	0.0005018406800000000000
West Melbourne City	Florida	2670	0.0005199716520000000000
West Palm Beach City	Florida	2828	0.0054926622670000000000
West Park City	Florida	2679	0.0002955389940000000000
Weston City	Florida	2683	0.0013863735460000000000
Wilton Manors City	Florida	2680	0.0003163060700000000000
Winter Garden City	Florida	2818	0.0005626531760000000000
Winter Haven City	Florida	2853	0.0009703282430000000000
Winter Park City	Florida	2805	0.0010490296720000000000
Winter Springs City	Florida	2869	0.0006226215300000000000
Zephyrhills City	Florida	2833	0.0011267175510000000000
Acworth City	Georgia	2952	0.0010100660570000000000
Adel City	Georgia	2966	0.0005456494320000000000
Albany City	Georgia	2988	0.0031578430120000000000
Alma City	Georgia	2898	0.0007201086150000000000

Alpharetta City	Georgia	3008	0.0021103778630000000000
Americus City	Georgia	3115	0.0006517324440000000000
Appling County	Georgia	2901	0.0018919256470000000000
Arlington City	Georgia	2927	0.0000577551470000000000
Ashburn City	Georgia	13586	0.0002072942090000000000
Athens-Clarke County Unified Government	Georgia	2945	0.0138563303050000000000
Atkinson County	Georgia	2896	0.0009867207800000000000
Atlanta City	Georgia	2983	0.0299223206590000000000
Augusta-Richmond County Consolidated Government	Georgia	3102	0.0277610217130000000000
Bacon County	Georgia	2899	0.0013263132980000000000
Bainbridge City	Georgia	2971	0.0005698617900000000000
Baker County	Georgia	2902	0.0001389925400000000000
Baldwin County	Georgia	2900	0.0029400934020000000000
Banks County	Georgia	2903	0.0021082872410000000000
Barrow County	Georgia	2905	0.0075623155700000000000
Bartow County	Georgia	2914	0.0109452351120000000000
Ben Hill County	Georgia	2908	0.0008340314580000000000
Berrien County	Georgia	2911	0.0012257336420000000000
Blackshear City	Georgia	3096	0.0003491619270000000000
Blakely City	Georgia	2990	0.0001584413970000000000
Bleckley County	Georgia	2916	0.0014305618580000000000
Brantley County	Georgia	2912	0.0028754107770000000000
Braselton Town	Georgia	2906	0.0003714676240000000000
Brookhaven City	Georgia	2974	0.0009134504450000000000
Brooks County	Georgia	2917	0.0014559438860000000000
Brunswick City	Georgia	3019	0.0010200853390000000000
Bryan County	Georgia	2920	0.0022898836500000000000
Buford City	Georgia	3033	0.0000235865470000000000
Bulloch County	Georgia	2918	0.0040884751820000000000
Burke County	Georgia	2919	0.0018754132880000000000
Butts County	Georgia	2926	0.0031788609830000000000
Calhoun City	Georgia	3021	0.0017800854020000000000
Calhoun County	Georgia	2921	0.0003607835610000000000
Camden County	Georgia	2924	0.0033870096650000000000
Candler County	Georgia	2928	0.0009908825390000000000
Canton City	Georgia	2944	0.0013782745350000000000
Carroll County	Georgia	2930	0.0141085488140000000000
Carrollton City	Georgia	2932	0.0043950183390000000000
Cartersville City	Georgia	2909	0.0029914064770000000000
Catoosa County	Georgia	2931	0.0105483396120000000000
Chamblee City	Georgia	2978	0.0005370519790000000000

Charlton County	Georgia	2934	0.0010463138180000000000
Chatham County	Georgia	2935	0.0145440337080000000000
Chatsworth City	Georgia	13590	0.0012260568630000000000
Chattooga County	Georgia	2939	0.0033175131090000000000
Cherokee County	Georgia	2941	0.0211906838510000000000
Clarkston City	Georgia	2977	0.0001752534810000000000
Clay County	Georgia	2947	0.0002746371040000000000
Clayton County	Georgia	2942	0.0167288813770000000000
Clinch County	Georgia	2950	0.0006172068100000000000
Cobb County	Georgia	2953	0.0585808019670000000000
Coffee County	Georgia	2963	0.0041647559440000000000
College Park City	Georgia	2949	0.0018059963910000000000
Colquitt County	Georgia	2961	0.0025786123940000000000
Columbia County	Georgia	2960	0.0129057306330000000000
Columbus City	Georgia	3084	0.0182271402980000000000
Conyers City	Georgia	3105	0.0012022319120000000000
Cook County	Georgia	2962	0.0009734056740000000000
Cordele City	Georgia	2969	0.0005839895340000000000
Covington City	Georgia	3089	0.0019690843780000000000
Coweta County	Georgia	2964	0.0097672763050000000000
Crawford County	Georgia	2965	0.0012825695580000000000
Crisp County	Georgia	2968	0.0012966589050000000000
Cusseta-Chattahoochee County Unified Government	Georgia	2938	0.0006955386500000000000
Dade County	Georgia	2975	0.0017994654900000000000
Dallas City	Georgia	3091	0.0009167766430000000000
Dalton City	Georgia	3149	0.0036280925180000000000
Damascus City	Georgia	2995	0.0000050403010000000000
Dawson City	Georgia	3121	0.0001386962540000000000
Dawson County	Georgia	2973	0.0031927824150000000000
Dawsonville City	Georgia	13588	0.0000224409460000000000
Decatur City	Georgia	2979	0.0010403405310000000000
Decatur County	Georgia	2972	0.0016333710870000000000
Dekalb County	Georgia	2976	0.0405796029790000000000
Demorest City	Georgia	3034	0.0002335398800000000000
Dodge County	Georgia	2987	0.0032283986340000000000
Dooly County	Georgia	2985	0.0007589702260000000000
Doraville City	Georgia	2982	0.0006194842580000000000
Dougherty County	Georgia	2984	0.0045191467180000000000
Douglas City	Georgia	2956	0.0023643666380000000000
Douglas County	Georgia	2986	0.0124112194850000000000
Douglasville City	Georgia	2992	0.0023132891020000000000
Dublin City	Georgia	3062	0.0015986838430000000000

Duluth City	Georgia	3026	0.0011744005090000000000
Dunwoody City	Georgia	2981	0.0008236454000000000000
Early County	Georgia	2989	0.0004334676280000000000
East Point City	Georgia	3009	0.0023084339080000000000
Echols County	Georgia	2991	0.0002621873590000000000
Effingham County	Georgia	2993	0.0043702930680000000000
Elbert County	Georgia	2997	0.0026551172330000000000
Emanuel County	Georgia	3002	0.0022784975550000000000
Evans County	Georgia	2996	0.0011569597490000000000
Fairburn City	Georgia	3010	0.0005425524690000000000
Fannin County	Georgia	3000	0.0056518052800000000000
Fayette County	Georgia	2998	0.0065270124750000000000
Fayetteville City	Georgia	2999	0.0012012037940000000000
Fitzgerald City	Georgia	2915	0.0005690938530000000000
Floyd County	Georgia	3001	0.0098873500920000000000
Forest Park City	Georgia	2948	0.0014552005920000000000
Forsyth County	Georgia	3005	0.0171106645700000000000
Franklin County	Georgia	3011	0.0055502966500000000000
Fulton County	Georgia	3007	0.0327923301200000000000
Gainesville City	Georgia	3038	0.0036404373880000000000
Georgetown-Quitman County Unified Government	Georgia	3100	0.0001765956510000000000
Gilmer County	Georgia	3013	0.0042390211580000000000
Glascocock County	Georgia	3015	0.0002836626530000000000
Glynn County	Georgia	3018	0.0079688097060000000000
Gordon County	Georgia	3016	0.0041752795430000000000
Grady County	Georgia	3020	0.0017164979470000000000
Greene County	Georgia	3022	0.0017373858270000000000
Griffin City	Georgia	3109	0.0022874801230000000000
Grovetown City	Georgia	2970	0.0006326228540000000000
Gwinnett County	Georgia	3024	0.0489127327750000000000
Habersham County	Georgia	3035	0.0046351246520000000000
Hall County	Georgia	3037	0.0157729370950000000000
Hancock County	Georgia	3036	0.0005368009670000000000
Haralson County	Georgia	3039	0.0109349126670000000000
Harris County	Georgia	3043	0.0020375407820000000000
Hart County	Georgia	3041	0.0029353980990000000000
Heard County	Georgia	3044	0.0012320582320000000000
Helen City	Georgia	13597	0.0004785523920000000000
Henry County	Georgia	3042	0.0197152085830000000000
Hinesville City	Georgia	3065	0.0025723640250000000000
Holly Springs City	Georgia	2940	0.0008231084170000000000
Houston County	Georgia	3046	0.0083780764370000000000

Irwin County	Georgia	3050	0.0006105538410000000000
Jackson City	Georgia	13595	0.0005681591480000000000
Jackson County	Georgia	3055	0.0092012203860000000000
Jasper County	Georgia	3056	0.0011522455340000000000
Jeff Davis County	Georgia	3048	0.0036597916860000000000
Jefferson City	Georgia	3051	0.0008817839430000000000
Jefferson County	Georgia	3052	0.0015175593490000000000
Jenkins County	Georgia	3054	0.0008087405500000000000
Johns Creek City	Georgia	3017	0.0018776970400000000000
Johnson County	Georgia	3058	0.0008765843230000000000
Jones County	Georgia	3053	0.0027735216170000000000
Kennesaw City	Georgia	2951	0.0014461916630000000000
Kingsland City	Georgia	2929	0.0013131981990000000000
Lagrange City	Georgia	3134	0.0020696227720000000000
Lakeland City	Georgia	3061	0.0001552321090000000000
Lamar County	Georgia	3057	0.0020830152450000000000
Lanier County	Georgia	3059	0.0005746132560000000000
Laurens County	Georgia	3060	0.0052498345210000000000
Lawrenceville City	Georgia	3025	0.0016471733170000000000
Lee County	Georgia	3063	0.0021628508660000000000
Liberty County	Georgia	3072	0.0029316420860000000000
Lilburn City	Georgia	3030	0.0005383557520000000000
Lincoln County	Georgia	3064	0.0010004874790000000000
Loganville City	Georgia	3032	0.0014686813210000000000
Long County	Georgia	3070	0.0012167665480000000000
Lowndes County	Georgia	3066	0.0062538298660000000000
Lumpkin County	Georgia	3067	0.0031395558020000000000
Macon County	Georgia	3071	0.0011108577550000000000
Macon-Bibb County Unified Government	Georgia	2910	0.0202652146230000000000
Madison County	Georgia	3069	0.0051144340910000000000
Marietta City	Georgia	2954	0.0073540069960000000000
Marion County	Georgia	3073	0.0006152187710000000000
Mcdonough City	Georgia	3040	0.0008036440860000000000
Mcduffie County	Georgia	3074	0.0022164098690000000000
Mcintosh County	Georgia	3075	0.0016787590140000000000
Meriwether County	Georgia	3076	0.0020158345340000000000
Milledgeville City	Georgia	2904	0.0013438428870000000000
Miller County	Georgia	3078	0.0005623893070000000000
Milton City	Georgia	3014	0.0007656306440000000000
Mitchell County	Georgia	3079	0.0018428642320000000000
Monroe City	Georgia	3138	0.0016160586980000000000
Monroe County	Georgia	3080	0.0024638688900000000000
Montgomery County	Georgia	3082	0.0006854408550000000000

Morgan County	Georgia	3083	0.0018079328520000000000
Moultrie City	Georgia	2958	0.0011502729680000000000
Murray County	Georgia	3087	0.0056368087360000000000
Nashville City	Georgia	2913	0.0002880427580000000000
Newnan City	Georgia	2967	0.0020379734620000000000
Newton County	Georgia	3086	0.0062066997540000000000
Norcross City	Georgia	3031	0.0007620362420000000000
Oconee County	Georgia	3085	0.0027210004750000000000
Oglethorpe County	Georgia	3090	0.0014616587110000000000
Paulding County	Georgia	3088	0.0174952111880000000000
Peach County	Georgia	3093	0.0023196566730000000000
Peachtree City	Georgia	3003	0.0022198334920000000000
Peachtree Corners City	Georgia	3023	0.0020994009520000000000
Perry City	Georgia	3047	0.0009545809080000000000
Pickens County	Georgia	3094	0.0039053623840000000000
Pierce County	Georgia	3092	0.0020120682050000000000
Pike County	Georgia	3097	0.0010722706530000000000
Polk County	Georgia	3101	0.0071309414290000000000
Pooler City	Georgia	2936	0.0005163033600000000000
Powder Springs City	Georgia	2957	0.0006334309060000000000
Pulaski County	Georgia	3098	0.0016715656250000000000
Putnam County	Georgia	3099	0.0020612087070000000000
Rabun County	Georgia	3103	0.0031701300000000000000
Randolph County	Georgia	3104	0.0003822451000000000000
Richmond Hill City	Georgia	2923	0.0007163824020000000000
Rincon Town	Georgia	13725	0.0002754881390000000000
Ringgold City	Georgia	13594	0.0005857288530000000000
Riverdale City	Georgia	2946	0.0006844608760000000000
Rockdale County	Georgia	3108	0.0079476960300000000000
Rome City	Georgia	3004	0.0037193835780000000000
Roswell City	Georgia	2959	0.0021746421340000000000
Sandy Springs City	Georgia	3012	0.0025901434800000000000
Savannah City	Georgia	2937	0.0112466852430000000000
Schley County	Georgia	3112	0.0002383566780000000000
Screven County	Georgia	3110	0.0011320539550000000000
Seminole County	Georgia	3106	0.0008048177690000000000
Smyrna City	Georgia	2955	0.0026619088880000000000
Snellville City	Georgia	3029	0.0007586888400000000000
South Fulton City	Georgia	13721	0.0025614123000000000000
Spalding County	Georgia	3107	0.0059006460140000000000
Springfield City	Georgia	2994	0.0001248023290000000000
St. Marys City	Georgia	2925	0.0009628035620000000000
Statesboro City	Georgia	2922	0.0018446906600000000000
Stephens County	Georgia	3111	0.0075205552840000000000

Stewart County	Georgia	3114	0.0004197427640000000000
Stockbridge City	Georgia	3045	0.0003026988880000000000
Stonecrest City	Georgia	13727	0.0009043888000000000000
Sugar Hill City	Georgia	3028	0.0001060583690000000000
Sumter County	Georgia	3113	0.0013144263250000000000
Suwanee City	Georgia	3027	0.0007005623320000000000
Talbot County	Georgia	3117	0.0004103573160000000000
Taliaferro County	Georgia	3118	0.0000686374990000000000
Tattnall County	Georgia	3119	0.0029307681280000000000
Taylor County	Georgia	3116	0.0008194355020000000000
Telfair County	Georgia	3122	0.0018553787350000000000
Terrell County	Georgia	3120	0.0003347109620000000000
Thomas County	Georgia	3123	0.0020779119040000000000
Thomasville City	Georgia	3124	0.0012819735470000000000
Tift County	Georgia	3125	0.0020882882200000000000
Tifton City	Georgia	3126	0.0014165023110000000000
Toombs County	Georgia	3131	0.0024231040560000000000
Towns County	Georgia	3127	0.0024544083680000000000
Treutlen County	Georgia	3128	0.0005714475220000000000
Troup County	Georgia	3133	0.0043340957390000000000
Tucker City	Georgia	2980	0.0006152256480000000000
Turner County	Georgia	3130	0.0004906577110000000000
Twiggs County	Georgia	3129	0.0006404162650000000000
Union City	Georgia	3006	0.0015315380900000000000
Union County	Georgia	3132	0.0029497590890000000000
Upton County	Georgia	3135	0.0033555666670000000000
Valdosta City	Georgia	3068	0.0025982469320000000000
Vidalia City	Georgia	3081	0.0012525300500000000000
Villa Rica City	Georgia	2933	0.0013971136280000000000
Walker County	Georgia	3136	0.0084536053090000000000
Walton County	Georgia	3137	0.0081943819560000000000
Ware County	Georgia	3140	0.0051700785590000000000
Warner Robins City	Georgia	3049	0.0039698455740000000000
Warren County	Georgia	3139	0.0004478280450000000000
Warwick City	Georgia	3150	0.0001032983810000000000
Washington County	Georgia	3142	0.0019599889130000000000
Waycross City	Georgia	3095	0.0013582743670000000000
Wayne County	Georgia	3141	0.0066093479020000000000
Webster County Unified Government	Georgia	3143	0.0001436563230000000000
Wheeler County	Georgia	3144	0.0006753006520000000000
White County	Georgia	3148	0.0038733869880000000000
Whitfield County	Georgia	3145	0.0076442888060000000000
Wilcox County	Georgia	3146	0.0008286965900000000000

Wilkes County	Georgia	3151	0.0009763060680000000000
Wilkinson County	Georgia	3153	0.0008472972790000000000
Winder City	Georgia	2907	0.0020077207660000000000
Woodbury City	Georgia	3077	0.0000852363940000000000
Woodstock City	Georgia	2943	0.0019429567630000000000
Worth County	Georgia	3147	0.0014918323210000000000
Ada County	Idaho	3302	0.1327762783330000000000
Adams County	Idaho	3305	0.0014468319020000000000
Ammon City	Idaho	3318	0.0008129160240000000000
Bannock County	Idaho	3309	0.0305955898320000000000
Bear Lake County	Idaho	3311	0.0060827120410000000000
Benewah County	Idaho	3313	0.0065268298090000000000
Bingham County	Idaho	3312	0.0164212708120000000000
Blackfoot City	Idaho	3314	0.0062838574010000000000
Blaine County	Idaho	3317	0.0091377175510000000000
Boise City	Idaho	3301	0.1275864091100000000000
Boise County	Idaho	3315	0.0033096446520000000000
Bonner County	Idaho	3319	0.0259873617860000000000
Bonneville County	Idaho	3316	0.0377612538750000000000
Boundary County	Idaho	3320	0.0087882844470000000000
Burley City	Idaho	3329	0.0044859753630000000000
Butte County	Idaho	3322	0.0018397455180000000000
Caldwell City	Idaho	3323	0.0119585532490000000000
Camas County	Idaho	3327	0.0004220734430000000000
Canyon County	Idaho	3324	0.0501201136880000000000
Caribou County	Idaho	3330	0.0043961838320000000000
Cassia County	Idaho	3325	0.0072702358660000000000
Chubbuck City	Idaho	3307	0.0048419354470000000000
Clark County	Idaho	3326	0.0004209244250000000000
Clearwater County	Idaho	3332	0.0048904183900000000000
Coeur D'Alene City	Idaho	3346	0.0275937782370000000000
Custer County	Idaho	3331	0.0021332438780000000000
Eagle City	Idaho	3304	0.0017118766610000000000
Elmore County	Idaho	3336	0.0088995121650000000000
Franklin County	Idaho	3333	0.0057536249580000000000
Fremont County	Idaho	3335	0.0057160716960000000000
Garden City	Idaho	3306	0.0055827828380000000000
Gem County	Idaho	3334	0.0137840257250000000000
Gooding County	Idaho	3338	0.0069664720130000000000
Hayden City	Idaho	3343	0.0000471321460000000000
Idaho County	Idaho	3340	0.0084743055470000000000
Idaho Falls City	Idaho	3321	0.0388750275780000000000
Jefferson County	Idaho	3341	0.0098426707490000000000
Jerome City	Idaho	3345	0.0041690174240000000000

Jerome County	Idaho	3342	0.0062234442910000000000
Kootenai County	Idaho	3351	0.0563947985650000000000
Kuna City	Idaho	3299	0.0018494617240000000000
Latah County	Idaho	3353	0.0129438611660000000000
Lemhi County	Idaho	3349	0.0048808142840000000000
Lewis County	Idaho	3357	0.0028825435550000000000
Lewiston City	Idaho	3358	0.0201765493750000000000
Lincoln County	Idaho	3347	0.0019301844220000000000
Madison County	Idaho	3352	0.0127484048450000000000
Meridian City	Idaho	3303	0.0240456507540000000000
Minidoka County	Idaho	3354	0.0091406209220000000000
Moscow City	Idaho	3344	0.0065905526500000000000
Mountain Home City	Idaho	3339	0.0057066945910000000000
Nampa City	Idaho	3328	0.0332746479540000000000
Nez Perce County	Idaho	3350	0.0127658334820000000000
Oneida County	Idaho	3364	0.0023716566470000000000
Owyhee County	Idaho	3355	0.0055542984090000000000
Payette County	Idaho	3359	0.0127507281020000000000
Pocatello City	Idaho	3310	0.0294948981160000000000
Post Falls City	Idaho	3348	0.0067813288260000000000
Power County	Idaho	3360	0.0035051710350000000000
Preston City	Idaho	3337	0.0014962200470000000000
Rexburg City	Idaho	3356	0.0013362319410000000000
Shoshone County	Idaho	3361	0.0128410913400000000000
Star City	Idaho	3308	0.0000013227720000000000
Teton County	Idaho	3362	0.0042581952110000000000
Twin Falls City	Idaho	3366	0.0182457652220000000000
Twin Falls County	Idaho	3363	0.0331043018730000000000
Valley County	Idaho	3367	0.0080747108140000000000
Washington County	Idaho	3365	0.0049173586520000000000
Adams County	Illinois	3370	
Addison Village	Illinois	3545	
Alexander County	Illinois	3369	
Algonquin Village	Illinois	3619	
Anna City	Illinois	3802	
Arlington Heights Village	Illinois	3405	
Aurora City	Illinois	3564	
Bartlett Village	Illinois	3518	
Bedford Park Village	Illinois	3403	
Belleville City	Illinois	3780	
Bellwood Village	Illinois	3409	
Bensenville Village	Illinois	3509	
Benton City	Illinois	3575	

Berkeley Village	Illinois	3408
Berwyn City	Illinois	3407
Bloomington City	Illinois	3728
Bolingbrook Village	Illinois	3829
Bond County	Illinois	3372
Boone County	Illinois	3379
Bridgeview Village	Illinois	3411
Broadview Village	Illinois	3410
Brown County	Illinois	3373
Buffalo Grove Village	Illinois	3527
Burbank City	Illinois	3480
Bureau County	Illinois	3378
Calhoun County	Illinois	3377
Calumet City	Illinois	3415
Carbondale City	Illinois	3600
Carol Stream Village	Illinois	3554
Carpentersville Village	Illinois	3606
Carroll County	Illinois	3380
Cass County	Illinois	3382
Champaign City	Illinois	3384
Champaign County	Illinois	3385
Chicago City	Illinois	3511
Chicago Heights City	Illinois	3413
Chicago Ridge Village	Illinois	3414
Christian County	Illinois	3388
Cicero Town	Illinois	13120
Clark County	Illinois	3394
Clay County	Illinois	3399
Clinton County	Illinois	3395
Coles County	Illinois	3398
Cook County	Illinois	3400
Countryside City	Illinois	3475
Crawford County	Illinois	3528
Crystal Lake City	Illinois	3720
Cumberland County	Illinois	3532
Danville City	Illinois	3803
De Witt County	Illinois	3531
Decatur City	Illinois	3684
Dekalb City	Illinois	3535
Dekalb County	Illinois	3537
Des Plaines City	Illinois	3417
Dolton Village	Illinois	3419
Douglas County	Illinois	3538
Downers Grove Village	Illinois	3544

Dupage County	Illinois	3541
Edgar County	Illinois	3568
Edwards County	Illinois	3569
Effingham County	Illinois	3570
Elgin City	Illinois	3517
Elk Grove Village Village	Illinois	3508
Elmhurst City	Illinois	3513
Evanston City	Illinois	3420
Evergreen Park Village	Illinois	3424
Fayette County	Illinois	3574
Ford County	Illinois	3576
Forest Park Village	Illinois	3421
Franklin County	Illinois	3580
Franklin Park Village	Illinois	3422
Fulton County	Illinois	3582
Galesburg City	Illinois	3636
Gallatin County	Illinois	3587
Glendale Heights Village	Illinois	3555
Glenview Village	Illinois	3426
Granite City	Illinois	3690
Greene County	Illinois	3588
Grundy County	Illinois	3584
Gurnee Village	Illinois	3638
Hamilton County	Illinois	3583
Hancock County	Illinois	3591
Hanover Park Village	Illinois	3510
Hardin County	Illinois	3590
Harrisburg City	Illinois	3767
Harvey City	Illinois	3423
Harwood Heights Village	Illinois	3427
Henderson County	Illinois	3594
Henry County	Illinois	3595
Herrin City	Illinois	3838
Hillside Village	Illinois	3429
Hodgkins Village	Illinois	3434
Hoffman Estates Village	Illinois	3521
Iroquois County	Illinois	3593
Jackson County	Illinois	3597
Jasper County	Illinois	3599
Jefferson County	Illinois	3601

Jersey County	Illinois	3604
Jo Daviess County	Illinois	3605
Johnson County	Illinois	3602
Joliet City	Illinois	3635
Kane County	Illinois	3603
Kankakee City	Illinois	3625
Kankakee County	Illinois	3618
Kendall County	Illinois	3628
Knox County	Illinois	3631
La Grange Park Village	Illinois	3435
Lake County	Illinois	3637
Lasalle County	Illinois	3673
Lawrence County	Illinois	3675
Lee County	Illinois	3678
Livingston County	Illinois	3680
Logan County	Illinois	3682
Lombard Village	Illinois	3547
Lyons Township	Illinois	3488
Lyons Village	Illinois	3440
Macon County	Illinois	3689
Macoupin County	Illinois	3685
Madison County	Illinois	3691
Marion City	Illinois	3837
Marion County	Illinois	3706
Marshall County	Illinois	3713
Mason County	Illinois	3715
Massac County	Illinois	3710
Maywood Village	Illinois	3437
Mccook Village	Illinois	3439
Mcdonough County	Illinois	3711
Mchenry County	Illinois	3716
Mclean County	Illinois	3729
Melrose Park Village	Illinois	3438
Menard County	Illinois	3735
Mercer County	Illinois	3738
Merrionette Park Village	Illinois	3446
Metropolis City	Illinois	3712
Moline City	Illinois	3760
Monroe County	Illinois	3733
Montgomery County	Illinois	3741
Morgan County	Illinois	3740
Moultrie County	Illinois	3739
Mount Prospect Village	Illinois	3445

Allocations in Illinois will be made in accordance with the Illinois Opioid Allocation Agreement.

Mundelein Village	Illinois	3645
Naperville City	Illinois	3567
Normal Town	Illinois	3732
North Riverside Village	Illinois	3450
Northbrook Village	Illinois	3447
Northlake City	Illinois	3449
Oak Lawn Village	Illinois	3456
Oak Park Village	Illinois	3454
Ogle County	Illinois	3744
Orland Park Village	Illinois	3529
Oswego Village	Illinois	3630
Palatine Village	Illinois	3453
Palos Heights City	Illinois	3476
Palos Hills City	Illinois	3479
Park Ridge City	Illinois	3458
Pekin City	Illinois	3746
Peoria City	Illinois	3745
Peoria County	Illinois	3743
Perry County	Illinois	3750
Piatt County	Illinois	3753
Pike County	Illinois	3754
Plainfield Village	Illinois	3839
Pope County	Illinois	3751
Posen Village	Illinois	3452
Princeton City	Illinois	3376
Pulaski County	Illinois	3755
Putnam County	Illinois	3756
Quincy City	Illinois	3368
Randolph County	Illinois	3757
Richland County	Illinois	3759
River Forest Village	Illinois	3459
River Grove Village	Illinois	3460
Riverside Village	Illinois	3463
Rock Island City	Illinois	3763
Rock Island County	Illinois	3758
Rockford City	Illinois	3852
Romeoville Village	Illinois	3821
Saline County	Illinois	3772
Sangamon County	Illinois	3774
Schaumburg Village	Illinois	3507
Schiller Park Village	Illinois	3465
Schuyler County	Illinois	3770
Scott County	Illinois	3775
Sesser City	Illinois	3577

Shelby County	Illinois	3779	
Skokie Village	Illinois	3461	
Springfield City	Illinois	3769	
St Clair County	Illinois	3777	
St. Charles City	Illinois	3566	
Stark County	Illinois	3788	
Stephenson County	Illinois	3793	
Stone Park Village	Illinois	3466	
Streamwood Village	Illinois	3472	
Streator City	Illinois	3677	
Summit Village	Illinois	3471	
Tazewell County	Illinois	3790	
Tinley Park Village	Illinois	3524	
Union County	Illinois	3804	
Urbana City	Illinois	3386	
Vermilion County	Illinois	3805	
Wabash County	Illinois	3810	
Warren County	Illinois	3806	
Washington County	Illinois	3809	
Waukegan City	Illinois	3651	
Wayne County	Illinois	3812	
West Frankfort City	Illinois	3579	
Wheaton City	Illinois	3549	
Wheeling Village	Illinois	3520	
White County	Illinois	3811	
Whiteside County	Illinois	3816	
Will County	Illinois	3813	
Williamson County	Illinois	3841	
Winnebago County	Illinois	3842	
Woodford County	Illinois	3846	
Woodridge Village	Illinois	3519	
Adams County	Indiana	3849	0.0030930669430000000000
Advance Town	Indiana	3887	0.000000569786300000000000
Akron Town	Indiana	4015	0.000000328525400000000000
Alamo Town	Indiana	4253	0.000000574919500000000000
Albany Town	Indiana	3975	0.0002569684860000000000
Albion Town	Indiana	4280	0.0002166214570000000000
Alexandria City	Indiana	4214	0.0010624204480000000000
Alfordsville Town	Indiana	3933	0.000000153996300000000000
Allen County	Indiana	3857	0.0155291918460000000000
Alton Town	Indiana	3932	0.0000003079930000000000
Altona Town	Indiana	3945	0.0000124737000000000000
Ambia Town	Indiana	3875	0.0000006519177000000000
Amboy Town	Indiana	4239	0.0000004825217000000000

Amo Town	Indiana	4076	0.0000057491950000000000
Anderson City	Indiana	4213	0.0138289187390000000000
Andrews Town	Indiana	4113	0.0000605205440000000000
Angola City	Indiana	4386	0.0009475392110000000000
Arcadia Town	Indiana	4045	0.0000631384810000000000
Argos Town	Indiana	4231	0.0001679072950000000000
Ashley Town	Indiana	3944	0.0000623685000000000000
Atlanta Town	Indiana	4052	0.0000116523860000000000
Attica City	Indiana	3999	0.0002075870070000000000
Auburn City	Indiana	3947	0.0014726152490000000000
Aurora City	Indiana	3953	0.0000943997300000000000
Austin City	Indiana	4358	0.0002322777470000000000
Avilla Town	Indiana	4279	0.0001995792000000000000
Avon Town	Indiana	4086	0.0001641087200000000000
Bainbridge Town	Indiana	4337	0.0000147836440000000000
Bargersville Town	Indiana	4139	0.0001210410890000000000
Bartholomew County	Indiana	3869	0.0118392352580000000000
Batesville City	Indiana	4010	0.0015470467920000000000
Battle Ground Town	Indiana	4408	0.0001362867220000000000
Bedford City	Indiana	4211	0.0032698033590000000000
Beech Grove City	Indiana	4226	0.0005447362320000000000
Benton County	Indiana	3872	0.0007443154320000000000
Berne City	Indiana	3854	0.0000280786580000000000
Bethany Town	Indiana	4263	0.0000027206010000000000
Beverly Shores Town	Indiana	4309	0.0001544582850000000000
Bicknell City	Indiana	4150	0.0000132950140000000000
Birdseye Town	Indiana	3980	0.0000294646250000000000
Blackford County	Indiana	3883	0.0027153653600000000000
Bloomfield Town	Indiana	4044	0.0000428623020000000000
Bloomington Town	Indiana	4297	0.0000260253740000000000
Bloomington City	Indiana	4252	0.0083902315430000000000
Blountsville Town	Indiana	4087	0.0000025666050000000000
Bluffton City	Indiana	4472	0.0010029778780000000000
Boone County	Indiana	3886	0.0067627986840000000000
Boonville City	Indiana	4446	0.0010078544270000000000
Borden Town	Indiana	3914	0.0000175042460000000000
Boston Town	Indiana	4465	0.0000056978630000000000
Boswell Town	Indiana	3876	0.0000210974930000000000
Bourbon Town	Indiana	4234	0.0001730405050000000000
Brazil City	Indiana	3915	0.0006268162580000000000
Bremen Town	Indiana	4233	0.0005293879350000000000
Bristol Town	Indiana	3982	0.0001584621890000000000
Brook Town	Indiana	4270	0.0000373697680000000000
Brooklyn Town	Indiana	4262	0.0000657050860000000000

Brooksbury Town	Indiana	4131	0.0000095477700000000000
Brookston Town	Indiana	4488	0.0001166778600000000000
Brookville Town	Indiana	4003	0.0005389357050000000000
Brown County	Indiana	3895	0.0018791654710000000000
Brownsburg Town	Indiana	4077	0.0011259182540000000000
Brownstown Town	Indiana	4115	0.0000336225250000000000
Bruceville Town	Indiana	4151	0.0000024126090000000000
Bryant Town	Indiana	4125	0.0000037472430000000000
Bunker Hill Town	Indiana	4245	0.0000109850690000000000
Burket Town	Indiana	4157	0.0000111390650000000000
Burlington Town	Indiana	3901	0.0000638057990000000000
Burnettsville Town	Indiana	4490	0.0000046198890000000000
Burns Harbor Town	Indiana	4323	0.0003979777620000000000
Butler City	Indiana	3948	0.0002391562480000000000
Cadiz Town	Indiana	4092	0.0000028232650000000000
Cambridge City Town	Indiana	4466	0.0002415175250000000000
Camden Town	Indiana	3893	0.0000642164560000000000
Campbellsburg Town	Indiana	4458	0.0000818746980000000000
Cannelburg Town	Indiana	3935	0.0000022586120000000000
Cannelton City	Indiana	4302	0.0000183255590000000000
Carbon Town	Indiana	3917	0.0000268466880000000000
Carlisle Town	Indiana	4394	0.0000176582420000000000
Carmel City	Indiana	4049	0.0036762509170000000000
Carroll County	Indiana	3896	0.0016297941360000000000
Carthage Town	Indiana	4357	0.0000131410170000000000
Cass County	Indiana	3900	0.0033896124780000000000
Cayuga Town	Indiana	4422	0.0000784867790000000000
Cedar Grove Town	Indiana	4009	0.0000040552360000000000
Cedar Lake Town	Indiana	4203	0.0005116783600000000000
Center Point Town	Indiana	3920	0.0000163749400000000000
Centerville Town	Indiana	4464	0.0003507522310000000000
Chalmers Town	Indiana	4485	0.0000068271690000000000
Chandler Town	Indiana	4451	0.0003475183090000000000
Charlestown City	Indiana	3910	0.0001460398210000000000
Chesterfield Town	Indiana	3974	0.0003790362170000000000
Chesterton Town	Indiana	4311	0.0021600033840000000000
Chrisney Town	Indiana	4366	0.0000323392220000000000
Churubusco Town	Indiana	4495	0.0000005646530000000000
Cicero Town	Indiana	4055	0.0001732971650000000000
Clark County	Indiana	3908	0.0193760706590000000000
Clarks Hill Town	Indiana	4406	0.0000406036900000000000
Clarksville Town	Indiana	3907	0.0010717628900000000000
Clay City Town	Indiana	3918	0.0000576972790000000000
Clay County	Indiana	3912	0.0029545216080000000000

Claypool Town	Indiana	4161	0.0000246907400000000000
Clayton Town	Indiana	4082	0.0000069811650000000000
Clear Lake Town	Indiana	4390	0.0000197628580000000000
Clifford Town	Indiana	3866	0.0000023099440000000000
Clinton City	Indiana	4430	0.0003365845720000000000
Clinton County	Indiana	3922	0.0027442140000000000000
Cloverdale Town	Indiana	4331	0.0000502027930000000000
Coatesville Town	Indiana	4079	0.0000074944860000000000
Colfax Town	Indiana	3921	0.0000461475570000000000
Columbia City	Indiana	4497	0.0008864026810000000000
Columbus City	Indiana	3861	0.0007642836180000000000
Connersville City	Indiana	3994	0.0046361611640000000000
Converse Town	Indiana	4040	0.0000457369000000000000
Corunna Town	Indiana	3946	0.0000163749400000000000
Corydon Town	Indiana	4061	0.0000698116540000000000
Country Club Heights Town	Indiana	4222	0.0000122170400000000000
Covington City	Indiana	4001	0.0002571224830000000000
Crandall Town	Indiana	4064	0.0000001539960000000000
Crane Town	Indiana	4244	0.0000156562900000000000
Crawford County	Indiana	3930	0.0013389464640000000000
Crawfordsville City	Indiana	4251	0.0027384134730000000000
Cromwell Town	Indiana	4282	0.0000345465020000000000
Crothersville Town	Indiana	4118	0.0000182228950000000000
Crown Point City	Indiana	4190	0.0012461893620000000000
Culver Town	Indiana	4236	0.0002898210300000000000
Cumberland Town	Indiana	14145	0.0001482471010000000000
Cynthiana Town	Indiana	4328	0.0000327498790000000000
Dale Town	Indiana	4369	0.0000597505630000000000
Daleville Town	Indiana	3971	0.0001997845280000000000
Dana Town	Indiana	4432	0.0000505107850000000000
Danville Town	Indiana	4078	0.0000394743840000000000
Darlington Town	Indiana	4257	0.0000747908680000000000
Darmstadt Town	Indiana	4425	0.0001094913670000000000
Daviess County	Indiana	3942	0.0037589982600000000000
Dayton Town	Indiana	4410	0.0001147272410000000000
De Kalb County	Indiana	3943	0.0027734732960000000000
De Motte Town	Indiana	4121	0.0000709409600000000000
Dearborn County	Indiana	3956	0.0095772349940000000000
Decatur City	Indiana	3856	0.0000909091470000000000
Decatur County	Indiana	3961	0.0035332396900000000000
Decker Town	Indiana	4148	0.0000012319700000000000
Delaware County	Indiana	3970	0.0120357345330000000000
Delphi City	Indiana	3897	0.0001772497370000000000

Denver Town	Indiana	4240	0.0000060058560000000000
Dillsboro Town	Indiana	3954	0.0000600072230000000000
Dublin Town	Indiana	4469	0.0000515887590000000000
Dubois County	Indiana	3976	0.0027289683660000000000
Dugger Town	Indiana	4393	0.0000234074370000000000
Dune Acres Town	Indiana	4313	0.0000469175380000000000
Dunkirk City	Indiana	3884	0.0000798727460000000000
Dunreith Town	Indiana	4089	0.0000033879190000000000
Dupont Town	Indiana	4136	0.0000397823770000000000
Dyer Town	Indiana	4187	0.0005331865100000000000
Earl Park Town	Indiana	3882	0.0000091884460000000000
East Chicago City	Indiana	4185	0.0046210181950000000000
East Germantown Town	Indiana	4463	0.0000158616190000000000
Eaton Town	Indiana	3969	0.0001664186640000000000
Economy Town	Indiana	4467	0.0000076484830000000000
Edgewood Town	Indiana	4216	0.0002436734730000000000
Edinburgh Town	Indiana	3873	0.0001989632150000000000
Edwardsport Town	Indiana	4147	0.0000014886310000000000
Elberfeld Town	Indiana	4449	0.0000315692410000000000
Elizabeth Town	Indiana	4074	0.0000001539960000000000
Elizabethtown Town	Indiana	3864	0.0000051332100000000000
Elkhart City	Indiana	3986	0.0054258028390000000000
Elkhart County	Indiana	3983	0.0116626528390000000000
Ellettsville Town	Indiana	4249	0.0006777890320000000000
Elnora Town	Indiana	3940	0.0000135516740000000000
Elwood City	Indiana	4224	0.0021127778530000000000
English Town	Indiana	3931	0.0000037472430000000000
Etna Green Town	Indiana	4158	0.0000337251890000000000
Evansville City	Indiana	4423	0.0193211966460000000000
Fairland Town	Indiana	4365	0.0000051332100000000000
Fairmount Town	Indiana	4027	0.0001044094890000000000
Fairview Park Town	Indiana	4431	0.0000933730880000000000
Farmersburg Town	Indiana	4396	0.0000397310440000000000
Farmland Town	Indiana	4342	0.0001820749540000000000
Fayette County	Indiana	3990	0.0029451278340000000000
Ferdinand Town	Indiana	3978	0.0001894154440000000000
Fillmore Town	Indiana	4338	0.0000104204160000000000
Fishers City	Indiana	4048	0.0015218427320000000000
Flora Town	Indiana	3898	0.0001759664350000000000
Floyd County	Indiana	3989	0.0157609562720000000000
Fort Branch Town	Indiana	4019	0.0000732509050000000000
Fort Wayne City	Indiana	3859	0.0273400404540000000000
Fortville Town	Indiana	4058	0.0001527129940000000000

Fountain City Town	Indiana	4470	0.0000459935600000000000
Fountain County	Indiana	3996	0.0016407792050000000000
Fowler Town	Indiana	3877	0.0000938864090000000000
Fowlerton Town	Indiana	4033	0.0000226887880000000000
Francesville Town	Indiana	4327	0.0000114983900000000000
Francisco Town	Indiana	4020	0.0000276680010000000000
Frankfort City	Indiana	3926	0.0015203027690000000000
Franklin City	Indiana	4145	0.0010740728340000000000
Franklin County	Indiana	4006	0.0029486184170000000000
Frankton Town	Indiana	4212	0.0001155485540000000000
Fremont Town	Indiana	4392	0.0002014271560000000000
French Lick Town	Indiana	4289	0.0002116422430000000000
Fulton County	Indiana	4008	0.0023599419080000000000
Fulton Town	Indiana	4013	0.0000029259300000000000
Galveston Town	Indiana	3902	0.0000127303600000000000
Garrett City	Indiana	3949	0.0003872493530000000000
Gary City	Indiana	4194	0.0072952665440000000000
Gas City	Indiana	4030	0.0005447362320000000000
Gaston Town	Indiana	3967	0.0000832093320000000000
Geneva Town	Indiana	3853	0.0000083671320000000000
Gentryville Town	Indiana	4374	0.0000179662350000000000
Georgetown Town	Indiana	13132	0.0000448642540000000000
Gibson County	Indiana	4016	0.0025885237440000000000
Glenwood Town	Indiana	3992	0.0000271033480000000000
Goodland Town	Indiana	4276	0.0000463528850000000000
Goshen City	Indiana	3984	0.0023863779390000000000
Gosport Town	Indiana	4293	0.0000977363160000000000
Grabill Town	Indiana	3860	0.0000575432830000000000
Grandview Town	Indiana	4371	0.0000484061690000000000
Grant County	Indiana	4026	0.0074498788250000000000
Greencastle City	Indiana	4334	0.0002862791150000000000
Greendale City	Indiana	3959	0.0001365433830000000000
Greene County	Indiana	4042	0.0043155408750000000000
Greenfield City	Indiana	4057	0.0006122892740000000000
Greens Fork Town	Indiana	4473	0.0000175042460000000000
Greensboro Town	Indiana	4090	0.0000027206010000000000
Greensburg City	Indiana	3960	0.0001953699680000000000
Greentown Town	Indiana	4101	0.0000174529140000000000
Greenville Town	Indiana	3991	0.0000092911100000000000
Greenwood City	Indiana	4141	0.0018037586180000000000
Griffin Town	Indiana	4322	0.0000101124230000000000
Griffith Town	Indiana	4195	0.0006961659230000000000
Hagerstown Town	Indiana	4474	0.0002344336950000000000
Hamilton County	Indiana	4051	0.0202697624990000000000

Hamilton Town	Indiana	3952	0.0000343411740000000000
Hamlet Town	Indiana	4384	0.0001882348060000000000
Hammond City	Indiana	4193	0.0107702443020000000000
Hancock County	Indiana	4062	0.0089544226400000000000
Hanover Town	Indiana	4133	0.0000796674170000000000
Hardinsburg Town	Indiana	4454	0.0000346491670000000000
Harmony Town	Indiana	3923	0.0000435296200000000000
Harrison County	Indiana	4071	0.0056100337420000000000
Hartford City	Indiana	3879	0.0010330584880000000000
Hartsville Town	Indiana	3863	0.0000038499070000000000
Haubstadt Town	Indiana	4014	0.0000667830600000000000
Hazleton Town	Indiana	4018	0.0000149376410000000000
Hebron Town	Indiana	4314	0.0007220373010000000000
Hendricks County	Indiana	4073	0.0157008463840000000000
Henry County	Indiana	4088	0.0116532077330000000000
Highland Town	Indiana	4192	0.0008649971960000000000
Hillsboro Town	Indiana	3998	0.0000405010260000000000
Hobart City	Indiana	4201	0.0015946316480000000000
Holland Town	Indiana	3981	0.0000444535980000000000
Holton Town	Indiana	4360	0.0000600585560000000000
Hope Town	Indiana	3874	0.0000368051150000000000
Howard County	Indiana	4106	0.0186935077420000000000
Hudson Town	Indiana	4398	0.0000296699530000000000
Huntertown Town	Indiana	3868	0.0004152253470000000000
Huntingburg City	Indiana	3979	0.0004558290370000000000
Huntington City	Indiana	4110	0.0024871428490000000000
Huntington County	Indiana	4108	0.0026170130590000000000
Hymera Town	Indiana	4400	0.0000201735150000000000
Indian Village Town	Indiana	4378	0.0000060058560000000000
Indianapolis City - Marion County Consolidated Government	Indiana	4230	0.1583485396120000000000
Ingalls Town	Indiana	4215	0.0000151943010000000000
Jackson County	Indiana	4111	0.0071835165650000000000
Jamestown Town	Indiana	13130	0.0000104717480000000000
Jasonville City	Indiana	4043	0.0000396283800000000000
Jasper City	Indiana	3977	0.0008921005440000000000
Jasper County	Indiana	4119	0.0042695986470000000000
Jay County	Indiana	4124	0.0031175523540000000000
Jefferson County	Indiana	4132	0.0035778986160000000000
Jeffersonville City	Indiana	3909	0.0017727540310000000000
Jennings County	Indiana	4137	0.0041751989170000000000
Johnson County	Indiana	4138	0.0174136445240000000000

Jonesboro City	Indiana	4032	0.0000654997580000000000
Jonesville Town	Indiana	3871	0.0000018479560000000000
Kempton Town	Indiana	4417	0.0000274626730000000000
Kendallville City	Indiana	4284	0.0009553930220000000000
Kennard Town	Indiana	4091	0.0000090344490000000000
Kentland Town	Indiana	4269	0.0000537960400000000000
Kewanna Town	Indiana	4017	0.0000053898700000000000
Kingman Town	Indiana	3997	0.0000379344210000000000
Kingsbury Town	Indiana	4169	0.0000129356890000000000
Kingsford Heights Town	Indiana	4173	0.0000459422280000000000
Kirklin Town	Indiana	3925	0.0000532827190000000000
Knightstown Town	Indiana	4093	0.0000368564470000000000
Knightsville Town	Indiana	3919	0.0000530260580000000000
Knox City	Indiana	4389	0.0009986146490000000000
Knox County	Indiana	4146	0.0052987558950000000000
Kokomo City	Indiana	4105	0.0028246000660000000000
Kosciusko County	Indiana	4156	0.0049363512770000000000
Kouts Town	Indiana	4318	0.0003835021100000000000
La Crosse Town	Indiana	4172	0.0000282839860000000000
La Fontaine Town	Indiana	4439	0.0000175555780000000000
La Paz Town	Indiana	4235	0.0000341871780000000000
La Porte City	Indiana	4174	0.0016379046070000000000
La Porte County	Indiana	4168	0.0077614133330000000000
Laconia Town	Indiana	4066	0.0000000513320000000000
Ladoga Town	Indiana	4256	0.0001081567320000000000
Lafayette City	Indiana	4409	0.0101224332150000000000
Lagrange County	Indiana	4182	0.0020884464380000000000
Lagrange Town	Indiana	4183	0.0002329963960000000000
Lagro Town	Indiana	4436	0.0000082644680000000000
Lake County	Indiana	4188	0.0183441414780000000000
Lake Station City	Indiana	4191	0.0007385149050000000000
Lakeville Town	Indiana	4379	0.0000354704800000000000
Lanesville Town	Indiana	4069	0.0000005133210000000000
Lapel Town	Indiana	4219	0.0002165701250000000000
Larwill Town	Indiana	4492	0.0000249987320000000000
Laurel Town	Indiana	4007	0.0000132950140000000000
Lawrence City	Indiana	4227	0.0014136346680000000000
Lawrence County	Indiana	4206	0.0041447589820000000000
Lawrenceburg City	Indiana	3955	0.0003977211010000000000
Leavenworth Town	Indiana	3934	0.0000013859670000000000
Lebanon City	Indiana	3888	0.0002210873490000000000
Leesburg Town	Indiana	4159	0.0000322365580000000000
Leo-Cedarville Town	Indiana	3870	0.0001960372850000000000

Lewisville Town	Indiana	4094	0.0000069811650000000000
Liberty Town	Indiana	4416	0.0001733998300000000000
Ligonier City	Indiana	4281	0.0004070122110000000000
Linden Town	Indiana	4259	0.0000668857250000000000
Linton City	Indiana	4041	0.0002145168410000000000
Little York Town	Indiana	4460	0.0000267953560000000000
Livonia Town	Indiana	4456	0.0000179662350000000000
Lizton Town	Indiana	4081	0.0000068271690000000000
Logansport City	Indiana	3903	0.0001840769060000000000
Long Beach Town	Indiana	4176	0.0000391150590000000000
Loogootee City	Indiana	4238	0.0001785330390000000000
Losantville Town	Indiana	4346	0.0000651917650000000000
Lowell Town	Indiana	4196	0.0004135313880000000000
Lynn Town	Indiana	4341	0.0001496330680000000000
Lynnville Town	Indiana	4453	0.0000453775750000000000
Lyons Town	Indiana	4038	0.0000164262720000000000
Mackey Town	Indiana	4021	0.0000061598520000000000
Macy Town	Indiana	4246	0.0000026179370000000000
Madison City	Indiana	4129	0.0013095845040000000000
Madison County	Indiana	4207	0.0137926269450000000000
Marengo Town	Indiana	3929	0.0000048252170000000000
Marion City	Indiana	4031	0.0079365584540000000000
Markle Town	Indiana	4107	0.0000688876770000000000
Markleville Town	Indiana	4223	0.0000805400630000000000
Marshall County	Indiana	4232	0.0026797922160000000000
Marshall Town	Indiana	4298	0.0000254093890000000000
Martin County	Indiana	4242	0.0008651511930000000000
Martinsville City	Indiana	4271	0.0007940049040000000000
Matthews Town	Indiana	4037	0.0000508187780000000000
Mauckport Town	Indiana	4068	0.0000000513320000000000
Mccordsville Town	Indiana	4060	0.0001708332250000000000
Mecca Town	Indiana	4301	0.0000254607210000000000
Medaryville Town	Indiana	4330	0.0000081104720000000000
Medora Town	Indiana	4117	0.0000080078070000000000
Mellott Town	Indiana	4000	0.0000147323120000000000
Mentone Town	Indiana	4160	0.0000563113120000000000
Merom Town	Indiana	4397	0.0000059031910000000000
Merrillville Town	Indiana	4209	0.0010769474320000000000
Miami County	Indiana	4241	0.0021571801180000000000
Michiana Shores Town	Indiana	4177	0.0000160669470000000000
Michigan City	Indiana	4175	0.0051926524470000000000
Michigantown Town	Indiana	3924	0.0000305939310000000000
Middlebury Town	Indiana	3985	0.0001863355190000000000
Middletown Town	Indiana	4098	0.0000390637270000000000

Milan Town	Indiana	4352	0.0002914636570000000000
Milford Town	Indiana	4163	0.0001565629010000000000
Millersburg Town	Indiana	3995	0.0000439402770000000000
Millhousen Town	Indiana	3964	0.0000016939590000000000
Milltown Town	Indiana	3936	0.0000047738850000000000
Milton Town	Indiana	4475	0.0000005646530000000000
Mishawaka City	Indiana	4375	0.0055379121430000000000
Mitchell City	Indiana	4208	0.0004247217850000000000
Modoc Town	Indiana	4347	0.0000444535980000000000
Monon Town	Indiana	4489	0.0001328988040000000000
Monroe City Town	Indiana	4149	0.0000026692690000000000
Monroe County	Indiana	4248	0.0116042882420000000000
Monroe Town	Indiana	3855	0.0000075971510000000000
Monroeville Town	Indiana	3858	0.0000675017100000000000
Monrovia Town	Indiana	4272	0.0000589292490000000000
Monterey Town	Indiana	4333	0.0000028745980000000000
Montezuma Town	Indiana	4296	0.0000789487680000000000
Montgomery County	Indiana	4254	0.0038813226520000000000
Montgomery Town	Indiana	3937	0.0000030285940000000000
Monticello City	Indiana	4484	0.0008595046620000000000
Montpelier City	Indiana	3885	0.0002380269420000000000
Mooreland Town	Indiana	4103	0.0000070838300000000000
Moores Hill Town	Indiana	3957	0.0000098044310000000000
Mooresville Town	Indiana	4274	0.0006795343230000000000
Morgan County	Indiana	4266	0.0118920046560000000000
Morgantown Town	Indiana	4268	0.0000332632000000000000
Morocco Town	Indiana	4275	0.0000433242910000000000
Morristown Town	Indiana	4367	0.0000142189910000000000
Mount Auburn Town	Indiana	4471	0.0000045685570000000000
Mount Ayr Town	Indiana	4277	0.0000046198890000000000
Mount Carmel Town	Indiana	4012	0.0000022072800000000000
Mount Etna Town	Indiana	4109	0.0000094964380000000000
Mount Summit Town	Indiana	4100	0.0000067245050000000000
Mount Vernon City	Indiana	4326	0.0005280019680000000000
Mulberry Town	Indiana	3928	0.0001020482120000000000
Muncie City	Indiana	3973	0.0114267305130000000000
Munster Town	Indiana	4197	0.0014017769530000000000
Napoleon Town	Indiana	4356	0.0000292079640000000000
Nappanee City	Indiana	3988	0.0007509372730000000000
Nashville Town	Indiana	3894	0.0001229403770000000000
New Albany City	Indiana	3993	0.0010054931510000000000
New Amsterdam Town	Indiana	4067	0.0000000000000000000000
New Carlisle Town	Indiana	4385	0.0002600484120000000000
New Castle City	Indiana	4096	0.0005254353630000000000

New Chicago Town	Indiana	4198	0.0003023973940000000000
New Harmony Town	Indiana	4325	0.0000464042170000000000
New Haven City	Indiana	3867	0.0012102568930000000000
New Market Town	Indiana	4258	0.0000558493230000000000
New Middletown Town	Indiana	4072	0.0000001026640000000000
New Palestine Town	Indiana	4059	0.0000392690560000000000
New Pekin Town	Indiana	4462	0.0002370003000000000000
New Point Town	Indiana	3965	0.0000043118960000000000
New Richmond Town	Indiana	4255	0.0000294646250000000000
New Ross Town	Indiana	4260	0.0000305425990000000000
New Whiteland Town	Indiana	4142	0.0001497357320000000000
Newberry Town	Indiana	4047	0.0000043118960000000000
Newburgh Town	Indiana	4455	0.0003359685860000000000
Newport Town	Indiana	4426	0.0000425543100000000000
Newton County	Indiana	4273	0.0013173869830000000000
Newtown Town	Indiana	4004	0.0000193522010000000000
Noble County	Indiana	4278	0.0033086104260000000000
Noblesville City	Indiana	4056	0.0018132550570000000000
North Judson Town	Indiana	4391	0.0005506907560000000000
North Liberty Town	Indiana	4376	0.0002584057850000000000
North Manchester Town	Indiana	4442	0.0001909040750000000000
North Salem Town	Indiana	4083	0.0000072891580000000000
North Vernon City	Indiana	4135	0.0015136809280000000000
North Webster Town	Indiana	4164	0.0001160618750000000000
Oakland City	Indiana	4028	0.0001175505060000000000
Oaktown Town	Indiana	4152	0.0000030285940000000000
Odon Town	Indiana	3938	0.0000011293060000000000
Ogden Dunes Town	Indiana	4316	0.0000075458190000000000
Ohio County	Indiana	4286	0.0006051027800000000000
Oldenburg Town	Indiana	4011	0.0000175555780000000000
Onward Town	Indiana	3906	0.0000002053280000000000
Oolitic Town	Indiana	4210	0.0000592885740000000000
Orange County	Indiana	4287	0.0015971982530000000000
Orestes Town	Indiana	4217	0.0000641137910000000000
Orland Town	Indiana	4395	0.0000252553930000000000
Orleans Town	Indiana	4288	0.0002508599670000000000
Osceola Town	Indiana	4383	0.0003336073100000000000
Osgood Town	Indiana	4349	0.0002495766640000000000
Ossian Town	Indiana	4481	0.0002691341940000000000
Otterbein Town	Indiana	3880	0.0000476361880000000000
Owen County	Indiana	4292	0.0022652341860000000000
Owensville Town	Indiana	4025	0.0000563626440000000000

Oxford Town	Indiana	3878	0.0000391663910000000000
Palmyra Town	Indiana	4075	0.0000008213140000000000
Paoli Town	Indiana	4290	0.0004284176960000000000
Paragon Town	Indiana	4264	0.0000222267990000000000
Parke County	Indiana	4295	0.0014182032250000000000
Parker City Town	Indiana	4345	0.0001942919940000000000
Patoka Town	Indiana	4024	0.0000426056420000000000
Patriot Town	Indiana	4404	0.0000227401200000000000
Pendleton Town	Indiana	4218	0.0007461633880000000000
Pennville Town	Indiana	4127	0.0000100097590000000000
Perry County	Indiana	4299	0.0021676518670000000000
Perrysville Town	Indiana	4429	0.0000379344210000000000
Peru City	Indiana	4247	0.0018260367490000000000
Petersburg City	Indiana	4306	0.0001035881750000000000
Pierceton Town	Indiana	4162	0.0001028695260000000000
Pike County	Indiana	4307	0.0012382842180000000000
Pine Village Town	Indiana	4447	0.0000088804530000000000
Pittsboro Town	Indiana	4080	0.0000228427840000000000
Plainfield Town	Indiana	4085	0.0010210467760000000000
Plainville Town	Indiana	3939	0.0000071864940000000000
Plymouth City	Indiana	4237	0.0013561427170000000000
Poneto Town	Indiana	4483	0.0000110877330000000000
Portage City	Indiana	4319	0.0048944129530000000000
Porter County	Indiana	4312	0.0110764916030000000000
Porter Town	Indiana	4315	0.0016347220170000000000
Portland City	Indiana	4126	0.0001232997010000000000
Posey County	Indiana	4321	0.0019427146100000000000
Poseyville Town	Indiana	4329	0.0000446589260000000000
Pottawattamie Park Town	Indiana	4179	0.0000123197040000000000
Princes Lakes Town	Indiana	4144	0.0000390637270000000000
Princeton City	Indiana	4023	0.0004530057720000000000
Pulaski County	Indiana	4324	0.0018855306520000000000
Putnam County	Indiana	4332	0.0044760563480000000000
Randolph County	Indiana	4340	0.0019484638050000000000
Redkey Town	Indiana	4128	0.0000116010540000000000
Remington Town	Indiana	4122	0.0000242287510000000000
Rensselaer City	Indiana	4120	0.0001012782310000000000
Reynolds Town	Indiana	4486	0.0000070838300000000000
Richland Town	Indiana	4373	0.0000268980200000000000
Richmond City	Indiana	4476	0.0069008306970000000000
Ridgeville Town	Indiana	4343	0.0001789436960000000000
Riley Town	Indiana	4433	0.0000146296480000000000
Ripley County	Indiana	4351	0.0029639153830000000000

Rising Sun City	Indiana	4285	0.0003560907690000000000
River Forest Town	Indiana	4225	0.0000034392510000000000
Roachdale Town	Indiana	4335	0.0000177609060000000000
Roann Town	Indiana	4441	0.0000095991020000000000
Roanoke Town	Indiana	4112	0.0001234023650000000000
Rochester City	Indiana	4022	0.0000906524860000000000
Rockport City	Indiana	4370	0.0001047688140000000000
Rockville Town	Indiana	4300	0.0002451621040000000000
Rome City Town	Indiana	4283	0.0001250963250000000000
Rosedale Town	Indiana	4303	0.0000561059840000000000
Roseland Town	Indiana	4380	0.0000282839860000000000
Rossville Town	Indiana	3927	0.0001340794420000000000
Royal Center Town	Indiana	3904	0.0000017966230000000000
Rush County	Indiana	4355	0.0021950118750000000000
Rushville City	Indiana	4359	0.0001540476280000000000
Russellville Town	Indiana	4339	0.0000069298330000000000
Russiaville Town	Indiana	4104	0.0000080591400000000000
Salamonia Town	Indiana	4130	0.0000022586120000000000
Salem City	Indiana	4457	0.0009492845020000000000
Saltillo Town	Indiana	4461	0.0000128330250000000000
Sandborn Town	Indiana	4154	0.0000020532840000000000
Santa Claus Town	Indiana	4372	0.0000752528570000000000
Saratoga Town	Indiana	4344	0.0000450182510000000000
Schererville Town	Indiana	4205	0.0013048619510000000000
Schneider Town	Indiana	4202	0.0000093424420000000000
Scott County	Indiana	4363	0.0122207354160000000000
Scottsburg City	Indiana	4361	0.0006250196350000000000
Seelyville Town	Indiana	4434	0.0000829526720000000000
Sellersburg Town	Indiana	3911	0.0001357220690000000000
Selma Town	Indiana	3972	0.0000808993880000000000
Seymour City	Indiana	4116	0.0004505418310000000000
Shadeland Town	Indiana	4413	0.0001293568890000000000
Shamrock Lakes Town	Indiana	3881	0.0000309019230000000000
Sharpsville Town	Indiana	4415	0.0000508187780000000000
Shelburn Town	Indiana	4402	0.0000444022650000000000
Shelby County	Indiana	4368	0.0004505418310000000000
Shelbyville City	Indiana	4364	0.0054573720800000000000
Sheridan Town	Indiana	4053	0.0001216570740000000000
Shipshewana Town	Indiana	4186	0.0000471741990000000000
Shirley Town	Indiana	4063	0.0000118063830000000000
Shoals Town	Indiana	4243	0.0000669883890000000000
Sidney Town	Indiana	4167	0.0000047738850000000000
Silver Lake Town	Indiana	4170	0.0000531287220000000000
Somerville Town	Indiana	4029	0.0000169395930000000000

South Bend City	Indiana	4381	0.0135823193360000000000
South Whitley Town	Indiana	4493	0.0000005646530000000000
Southport City	Indiana	4228	0.000000349058300000000000
Speedway Town	Indiana	4229	0.0007163907700000000000
Spencer County	Indiana	4362	0.0015631137390000000000
Spencer Town	Indiana	4294	0.0003353012690000000000
Spiceland Town	Indiana	4095	0.0000168369280000000000
Spring Grove Town	Indiana	4477	0.0000141676590000000000
Spring Lake Town	Indiana	4070	0.000000307992600000000000
Springport Town	Indiana	4099	0.000000277193300000000000
Spurgeon Town	Indiana	4308	0.000000682716900000000000
St Joseph County	Indiana	4377	0.0133604620050000000000
St. Joe Town	Indiana	3950	0.0000298239490000000000
St. John Town	Indiana	4200	0.0006538682740000000000
St. Leon Town	Indiana	3958	0.0000111903980000000000
St. Paul Town	Indiana	3963	0.0000162209430000000000
Starke County	Indiana	4388	0.0057546875960000000000
State Line City Town	Indiana	4445	0.000000580052700000000000
Staunton Town	Indiana	3916	0.0000354191480000000000
Steuben County	Indiana	4387	0.0022890522800000000000
Stilesville Town	Indiana	4084	0.000000451722500000000000
Stinesville Town	Indiana	4250	0.0000143216560000000000
Straughn Town	Indiana	4097	0.000000426056400000000000
Sullivan City	Indiana	4403	0.0001506083780000000000
Sullivan County	Indiana	4399	0.0049970771500000000000
Sulphur Springs Town	Indiana	4102	0.000000749448600000000000
Summitville Town	Indiana	4220	0.0001540989600000000000
Sunman Town	Indiana	4354	0.0001613367860000000000
Swayzee Town	Indiana	4036	0.0000849546230000000000
Sweetser Town	Indiana	4035	0.0000437862800000000000
Switz City Town	Indiana	4054	0.000000657050900000000000
Switzerland County	Indiana	4401	0.0013903812270000000000
Syracuse Town	Indiana	4166	0.0002883323990000000000
Tell City	Indiana	4305	0.0000713516170000000000
Tennyson Town	Indiana	4452	0.0000143729880000000000
Terre Haute City	Indiana	4437	0.0101726873400000000000
Thorntown Town	Indiana	3889	0.0000199681860000000000
Tippecanoe County	Indiana	4407	0.0098365134250000000000
Tipton City	Indiana	4411	0.0007568404640000000000
Tipton County	Indiana	4418	0.0014612195230000000000
Topeka Town	Indiana	4184	0.0001025102010000000000
Town Of Pines Town	Indiana	4317	0.0001775063980000000000
Trafalgar Town	Indiana	4140	0.0000347518310000000000
Trail Creek Town	Indiana	4180	0.0000700683150000000000

Troy Town	Indiana	4304	0.0000036959110000000000
Ulen Town	Indiana	3890	0.0000013859670000000000
Union City	Indiana	4350	0.0004672760950000000000
Union County	Indiana	4414	0.0007886663650000000000
Uniondale Town	Indiana	4480	0.0000205328400000000000
Universal Town	Indiana	4427	0.0000298239490000000000
Upland Town	Indiana	4034	0.0001326934750000000000
Utica Town	Indiana	3913	0.0000155536260000000000
Valparaiso City	Indiana	4320	0.0045085495660000000000
Van Buren Town	Indiana	4039	0.0000745855400000000000
Vanderburgh County	Indiana	4421	0.0187300048640000000000
Veedersburg Town	Indiana	4002	0.0001744778040000000000
Vera Cruz Town	Indiana	4487	0.0000052872060000000000
Vermillion County	Indiana	4424	0.0014792370900000000000
Vernon Town	Indiana	4134	0.0000445562620000000000
Versailles Town	Indiana	4353	0.0003257534990000000000
Vevay Town	Indiana	4405	0.0002226273120000000000
Vigo County	Indiana	4428	0.0079493401460000000000
Vincennes City	Indiana	4153	0.0001419845850000000000
Wabash City	Indiana	4440	0.0006165498380000000000
Wabash County	Indiana	4438	0.0052543536290000000000
Wakarusa Town	Indiana	3987	0.0001335661210000000000
Walkerton Town	Indiana	4382	0.0002934142770000000000
Wallace Town	Indiana	4005	0.0000074431540000000000
Walton Town	Indiana	3905	0.0000102150880000000000
Wanatah Town	Indiana	4181	0.0000342898420000000000
Warren County	Indiana	4443	0.0005768187940000000000
Warren Town	Indiana	4114	0.0000765874910000000000
Warrick County	Indiana	4450	0.0039914300030000000000
Warsaw City	Indiana	4165	0.0025807725970000000000
Washington City	Indiana	3941	0.0001495817360000000000
Washington County	Indiana	4459	0.0034043961220000000000
Waterloo Town	Indiana	3951	0.0001279709220000000000
Waveland Town	Indiana	4261	0.0000372157720000000000
Wayne County	Indiana	4468	0.0076578764900000000000
Waynetown Town	Indiana	4267	0.0000841333100000000000
Wells County	Indiana	4478	0.0020198667540000000000
West Baden Springs Town	Indiana	4291	0.0000548226810000000000
West College Corner Town	Indiana	4419	0.0000653457620000000000
West Harrison Town	Indiana	3962	0.0000047738850000000000
West Lafayette City	Indiana	4412	0.0026122905060000000000
West Lebanon Town	Indiana	4444	0.0000297726170000000000

West Terre Haute Town	Indiana	4435	0.0001801756670000000000
Westfield City	Indiana	4050	0.0011068740460000000000
Westport Town	Indiana	3966	0.0000220214700000000000
Westville Town	Indiana	4178	0.0004051642560000000000
Wheatfield Town	Indiana	4123	0.0000140649950000000000
Wheatland Town	Indiana	4155	0.0000023612770000000000
White County	Indiana	4482	0.0020457381320000000000
Whiteland Town	Indiana	4143	0.0001268929480000000000
Whitestown Town	Indiana	3892	0.0000755608490000000000
Whitewater Town	Indiana	4479	0.0000029772620000000000
Whiting City	Indiana	4199	0.0007469333690000000000
Whitley County	Indiana	4491	0.0030739200700000000000
Wilkinson Town	Indiana	4065	0.0000063651800000000000
Williamsport Town	Indiana	4448	0.0000945537260000000000
Winamac Town	Indiana	4336	0.0000215594810000000000
Winchester City	Indiana	4348	0.0007150048040000000000
Windfall City Town	Indiana	4420	0.0000588779170000000000
Winfield Town	Indiana	4204	0.0002465480700000000000
Wingate Town	Indiana	4265	0.0000232534410000000000
Winona Lake Town	Indiana	4171	0.0009640168150000000000
Winslow Town	Indiana	4310	0.0000284893150000000000
Wolcott Town	Indiana	4494	0.0000133976780000000000
Wolcottville Town	Indiana	4189	0.0000864945860000000000
Woodburn City	Indiana	3862	0.0000821313580000000000
Woodlawn Heights Town	Indiana	4221	0.0000122170400000000000
Worthington Town	Indiana	4046	0.0000261280380000000000
Yeoman Town	Indiana	3899	0.0000145783160000000000
Yorktown Town	Indiana	3968	0.0009019563070000000000
Zanesville Town	Indiana	3865	0.0000259227100000000000
Zionsville Town	Indiana	3891	0.0003758536270000000000
Abilene City	Kansas	13662	0.0013279901640000000000
Allen County	Kansas	4498	0.0024695909820000000000
Anderson County	Kansas	4496	0.0010330708460000000000
Andover City	Kansas	4514	0.0029652591090000000000
Anthony City	Kansas	13696	0.0004407114180000000000
Arkansas City	Kansas	4520	0.0025176073530000000000
Atchison City	Kansas	4501	0.0022614655300000000000
Atchison County	Kansas	4499	0.0020813472890000000000
Augusta City	Kansas	14076	0.0020170355260000000000
Barber County	Kansas	4500	0.0008680117350000000000
Barton County	Kansas	4503	0.0033345743820000000000
Baxter Springs City	Kansas	13659	0.0008443354090000000000

Bel Aire City	Kansas	13622	0.0018368036420000000000
Belleville City	Kansas	13593	0.0003992862800000000000
Beloit City	Kansas	13636	0.0007729800660000000000
Bentley City	Kansas	14077	0.0001116960530000000000
Benton City	Kansas	13649	0.0001876059920000000000
Bonner Springs City	Kansas	13658	0.0017277102150000000000
Bourbon County	Kansas	4502	0.0028751145920000000000
Brown County	Kansas	4505	0.0012323031530000000000
Burlingame City	Kansas	13687	0.0001917268180000000000
Burrton City	Kansas	14078	0.0001852202520000000000
Butler County	Kansas	4506	0.0087064388120000000000
Caney City	Kansas	13697	0.0004224930330000000000
Chanute City	Kansas	13632	0.0019500178940000000000
Chase County	Kansas	4507	0.0003360826780000000000
Cheney City	Kansas	13596	0.0004712922790000000000
Cherokee County	Kansas	4510	0.0039199951710000000000
Clay County	Kansas	4515	0.0010429479860000000000
Coffey County	Kansas	4518	0.0010602329800000000000
Coffeyville City	Kansas	13701	0.0019886235200000000000
Colby City	Kansas	13653	0.0011527466470000000000
Comanche County	Kansas	4516	0.0002196363980000000000
Concordia City	Kansas	13639	0.0010640404610000000000
Cowley County	Kansas	4517	0.0068970881950000000000
Crawford County	Kansas	4519	0.0077141107140000000000
Derby City	Kansas	4619	0.0054535869140000000000
Dickinson County	Kansas	4522	0.0036381602450000000000
Dodge City	Kansas	4534	0.0057880244180000000000
Douglas County	Kansas	4526	0.0159242886850000000000
Edwards County	Kansas	4527	0.0003573965060000000000
Edwardsville City	Kansas	13642	0.0009762018180000000000
El Dorado City	Kansas	4509	0.0027882805080000000000
Elk County	Kansas	4531	0.0004993358010000000000
Elkhart City	Kansas	4589	0.0004604270740000000000
Ellis County	Kansas	4529	0.0037261509910000000000
Ellsworth City	Kansas	14642	0.0006365590610000000000
Ellsworth County	Kansas	4532	0.0007841929150000000000
Emporia City	Kansas	4573	0.0053141295120000000000
Enterprise City	Kansas	14075	0.0001676525230000000000
Eudora City	Kansas	14643	0.0013865492600000000000
Fairway City	Kansas	14054	0.0008595173970000000000
Fall River City	Kansas	13699	0.0000307977470000000000
Finney County	Kansas	4528	0.0071538268660000000000
Ford County	Kansas	4533	0.0065915512520000000000
Fort Scott City	Kansas	14055	0.0016587406130000000000

Franklin County	Kansas	4536	0.0033404226890000000000
Galena City	Kansas	14070	0.0006124847660000000000
Garden City	Kansas	4537	0.0056396747080000000000
Garden Plain City	Kansas	13637	0.0001977996130000000000
Gardner City	Kansas	4559	0.0048517295400000000000
Garnett City	Kansas	14079	0.0007066130910000000000
Geary County	Kansas	4541	0.0041871275020000000000
Goddard City	Kansas	14069	0.0010761860520000000000
Gove County	Kansas	4539	0.0003406313610000000000
Graham County	Kansas	4540	0.0003104800920000000000
Grant County	Kansas	4544	0.0014095729800000000000
Great Bend City	Kansas	4504	0.0032318114380000000000
Greeley County Unified Government	Kansas	4548	0.0001554349900000000000
Greenwood County	Kansas	4546	0.0011687684400000000000
Halstead City	Kansas	13617	0.0004398438760000000000
Hamilton County	Kansas	4552	0.0003151587370000000000
Harper City	Kansas	13695	0.0002804330040000000000
Harper County	Kansas	4547	0.0006934791840000000000
Harvey County	Kansas	4556	0.0068299656730000000000
Haskell County	Kansas	4551	0.0005098423610000000000
Hays City	Kansas	4535	0.0045175089220000000000
Haysville City	Kansas	4617	0.0024701094200000000000
Herington City	Kansas	14083	0.0004858236110000000000
Hiawatha City	Kansas	13651	0.0006703932050000000000
Highland City	Kansas	13654	0.0002138491430000000000
Hillsboro City	Kansas	13693	0.0005990378630000000000
Hoisington City	Kansas	13657	0.0005318033450000000000
Hugoton City	Kansas	13648	0.0007977050180000000000
Humboldt City	Kansas	13629	0.0003856224910000000000
Hutchinson City	Kansas	4605	0.0087207506950000000000
Independence City	Kansas	13655	0.0018270437930000000000
Iola City	Kansas	13638	0.0011416854850000000000
Jackson County	Kansas	4554	0.0017117343200000000000
Jefferson County	Kansas	4555	0.0024734437460000000000
Johnson City	Kansas	13698	0.0002865057990000000000
Johnson County	Kansas	4550	0.1209440306690000000000
Junction City	Kansas	4542	0.0047415516850000000000
Kansas City	Kansas	4638	0.0440604981880000000000
Kearny County	Kansas	4563	0.0004867090600000000000
Kechi City	Kansas	13703	0.0004574116050000000000
Kingman City	Kansas	13630	0.0005996885190000000000
Kingman County	Kansas	4564	0.0009063575390000000000
Kiowa County	Kansas	4568	0.0003191875700000000000

Labette County	Kansas	4567	0.0025454428970000000000
Lansing City	Kansas	4579	0.0025926497500000000000
Lawrence City	Kansas	4530	0.0213519476850000000000
Leavenworth City	Kansas	4572	0.0077935650100000000000
Leavenworth County	Kansas	4569	0.0163814807590000000000
Leawood City	Kansas	4558	0.0075192048010000000000
Lenexa City	Kansas	4561	0.0121794244090000000000
Leoti City	Kansas	13663	0.0003079774670000000000
Liberal City	Kansas	4623	0.0040820027570000000000
Lincoln Center City	Kansas	13706	0.0002578769080000000000
Logan County	Kansas	4575	0.0003550571830000000000
Longton City	Kansas	14056	0.0000663669750000000000
Lyon County	Kansas	4584	0.0042946063790000000000
Maize City	Kansas	13704	0.0011423361410000000000
Manhattan City	Kansas	4600	0.0119165591340000000000
Manter City	Kansas	4630	0.0000397241660000000000
Marshall County	Kansas	4581	0.0012543967550000000000
Marysville City	Kansas	13635	0.0007050948920000000000
Mcpherson City	Kansas	4578	0.0028223315380000000000
Mcpherson County	Kansas	4580	0.0036971693830000000000
Meade City	Kansas	14644	0.0003294491360000000000
Meade County	Kansas	4583	0.0008024826250000000000
Medicine Lodge City	Kansas	13702	0.0003912615150000000000
Merriam City	Kansas	4560	0.0024135022940000000000
Miami County	Kansas	4586	0.0044621278680000000000
Mission City	Kansas	14072	0.0021413109410000000000
Mission Hills City	Kansas	13599	0.0007662566140000000000
Montgomery County	Kansas	4587	0.0062744620630000000000
Morton County	Kansas	4588	0.0005055102760000000000
Moundridge City	Kansas	13592	0.0004036239910000000000
Mount Hope City	Kansas	13601	0.0001748097460000000000
Neodesha City	Kansas	13705	0.0004795339300000000000
Neosho County	Kansas	4594	0.0031726844710000000000
Ness County	Kansas	4595	0.0003597358290000000000
Newton City	Kansas	4549	0.0040653025700000000000
North Newton City	Kansas	13589	0.0003821523220000000000
Norton City	Kansas	13641	0.0005875429290000000000
Oakley City	Kansas	13694	0.0004402776470000000000
Olathe City	Kansas	4562	0.0307250900860000000000
Osage County	Kansas	4599	0.0020495065090000000000
Osawatomie City	Kansas	13627	0.0009159076370000000000
Ottawa City	Kansas	4538	0.0026750662560000000000
Overland Park City	Kansas	4566	0.0526227888110000000000
Park City	Kansas	13700	0.0017227218480000000000

Parsons City	Kansas	13650	0.0020523878690000000000
Pawnee County	Kansas	4591	0.0008273404210000000000
Phillips County	Kansas	4601	0.0006733350170000000000
Phillipsburg City	Kansas	13628	0.0005248630080000000000
Pittsburg City	Kansas	4523	0.0043307704710000000000
Pleasanton City	Kansas	13634	0.0002511534560000000000
Pottawatomie County	Kansas	4607	0.0032129296080000000000
Prairie Village City	Kansas	4565	0.0048398008350000000000
Pratt City	Kansas	14061	0.0014017312480000000000
Pratt County	Kansas	4596	0.0018178850630000000000
Rantoul City	Kansas	14080	0.0000405575960000000000
Rawlins County	Kansas	4610	0.0003263355010000000000
Reno County	Kansas	4604	0.0123077212330000000000
Republic County	Kansas	4608	0.0005895092910000000000
Rice County	Kansas	4602	0.0012167076690000000000
Riley County	Kansas	4606	0.0095135051030000000000
Roeland Park City	Kansas	13656	0.0014427226150000000000
Russell City	Kansas	13640	0.0009506093240000000000
Russell County	Kansas	4609	0.0008842639370000000000
Sabetha City	Kansas	13646	0.0005534918990000000000
Salina City	Kansas	4612	0.0100361614980000000000
Saline County	Kansas	4613	0.0070083505400000000000
Satanta City	Kansas	13587	0.0002431286910000000000
Scott City	Kansas	13652	0.0008102843790000000000
Scott County	Kansas	4614	0.0006225197320000000000
Sedgwick City	Kansas	14053	0.0003593793410000000000
Sedgwick County	Kansas	4615	0.1035533219480000000000
Seward County	Kansas	4618	0.0041902778520000000000
Shawnee City	Kansas	4570	0.0143790775600000000000
Shawnee County	Kansas	4620	0.0350548869500000000000
Sheridan County	Kansas	4627	0.0003275051620000000000
Sherman County	Kansas	4629	0.0007507925870000000000
Smith County	Kansas	4625	0.0004605866240000000000
Spring Hill City	Kansas	14071	0.0017071060890000000000
Stanton County	Kansas	4626	0.0003921787760000000000
Sterling City	Kansas	14074	0.0004719429360000000000
Stevens County	Kansas	4628	0.0007002372270000000000
Sublette City	Kansas	13591	0.0002871564560000000000
Sumner County	Kansas	4632	0.0029342902960000000000
Syracuse City	Kansas	14645	0.0003537403160000000000
Thomas County	Kansas	4633	0.0010009701420000000000
Tonganoxie City	Kansas	13664	0.0012340787250000000000
Topeka City	Kansas	4624	0.0270148291460000000000
Trego County	Kansas	4631	0.0003584362050000000000

Ulysses City	Kansas	4545	0.0014785920970000000000
Valley Falls City	Kansas	13690	0.0002498521430000000000
Wabaunsee County	Kansas	4635	0.0013755137770000000000
Wakeeney City	Kansas	13598	0.0003769470690000000000
Wallace County	Kansas	4634	0.0001996221940000000000
Wamego City	Kansas	13616	0.0010232659800000000000
Washington City	Kansas	13624	0.0002309831010000000000
Washington County	Kansas	4636	0.0007053057590000000000
Weir City	Kansas	14068	0.0001375054330000000000
Wellington City	Kansas	13631	0.0016374858300000000000
Westwood City	Kansas	14067	0.0003561260570000000000
Wichita City	Kansas	4616	0.1044374974480000000000
Wichita County	Kansas	4637	0.0002695419470000000000
Wilson City	Kansas	14065	0.0001546393900000000000
Wilson County	Kansas	4641	0.0010867453030000000000
Winfield City	Kansas	4521	0.0025607675760000000000
Adair County	Kentucky	4640	0.0020721499720000000000
Albany City	Kentucky	4743	0.0012642983040000000000
Alexandria City	Kentucky	4707	0.0010801318260000000000
Allen County	Kentucky	4642	0.0036529327460000000000
Anderson County	Kentucky	4649	0.0036211593700000000000
Ashland City	Kentucky	4674	0.0098344992020000000000
Ballard County	Kentucky	4643	0.0012758185710000000000
Barbourville City	Kentucky	4948	0.0007304701680000000000
Bardstown City	Kentucky	5039	0.0023528703730000000000
Barren County	Kentucky	4652	0.0031220305860000000000
Bath County	Kentucky	4655	0.0016007813280000000000
Beattyville City	Kentucky	4961	0.0014482332390000000000
Bell County	Kentucky	4661	0.0064185799130000000000
Bellevue City	Kentucky	4708	0.0009657040870000000000
Berea City	Kentucky	4985	0.0016739603190000000000
Boone County	Kentucky	4666	0.0204308197250000000000
Bourbon County	Kentucky	4669	0.0025548350510000000000
Bowling Green City	Kentucky	5117	0.0067078659570000000000
Boyd County	Kentucky	4673	0.0089277875840000000000
Boyle County	Kentucky	4677	0.0037902929990000000000
Bracken County	Kentucky	4682	0.0012755771660000000000
Breathitt County	Kentucky	4679	0.0053905544140000000000
Breckinridge County	Kentucky	4686	0.0032449633820000000000
Bullitt County	Kentucky	4688	0.0106302040770000000000
Butler County	Kentucky	4700	0.0016248983220000000000
Caldwell County	Kentucky	4698	0.0014410084730000000000
Calloway County	Kentucky	4702	0.0002704052790000000000
Campbell County	Kentucky	4706	0.0105196989310000000000

Campbellsville City	Kentucky	5103	0.0027696096810000000000
Carlisle County	Kentucky	4723	0.0006040844380000000000
Carroll County	Kentucky	4725	0.0025414793560000000000
Carrollton City	Kentucky	4726	0.0008876350050000000000
Carter County	Kentucky	4731	0.0060158495960000000000
Casey County	Kentucky	4736	0.0026685723920000000000
Catlettsburg City	Kentucky	4672	0.0012634857930000000000
Cave City	Kentucky	4653	0.0007001334780000000000
Central City	Kentucky	5032	0.0008446748190000000000
Christian County	Kentucky	4733	0.0043861663880000000000
Clark County	Kentucky	4740	0.0061102388610000000000
Clay County	Kentucky	4745	0.0078341610440000000000
Clinton County	Kentucky	4746	0.0039204843760000000000
Cold Spring City	Kentucky	4709	0.0007507176400000000000
Columbia City	Kentucky	4646	0.0009412743000000000000
Corbin City	Kentucky	4949	0.0020360585500000000000
Covington City	Kentucky	4931	0.0171468272030000000000
Crittenden City	Kentucky	4784	0.0014852973250000000000
Crittenden County	Kentucky	4747	0.0020102315270000000000
Cumberland County	Kentucky	4748	0.0018572490040000000000
Cynthiana City	Kentucky	4822	0.0024299170060000000000
Danville City	Kentucky	4675	0.0027994649700000000000
Daviess County	Kentucky	4755	0.0112639352760000000000
Dayton City	Kentucky	4712	0.0013696696070000000000
Dry Ridge City	Kentucky	4785	0.0011243831050000000000
Edgewood City	Kentucky	4933	0.0009973281110000000000
Edmonson County	Kentucky	4752	0.0018843685280000000000
Elliott County	Kentucky	4756	0.0014582214790000000000
Erlanger City	Kentucky	4934	0.0033977772980000000000
Estill County	Kentucky	4758	0.0040493095150000000000
Flatwoods City	Kentucky	4798	0.0008151346720000000000
Fleming County	Kentucky	4762	0.0018239144800000000000
Flemingsburg City	Kentucky	4763	0.0009744745000000000000
Florence City	Kentucky	4664	0.0073890205120000000000
Floyd County	Kentucky	4766	0.0191793224490000000000
Fort Mitchell City	Kentucky	4935	0.0010458340320000000000
Fort Thomas City	Kentucky	4713	0.0036512969230000000000
Fort Wright City	Kentucky	4939	0.0008884855580000000000
Frankfort City	Kentucky	4769	0.0042542710880000000000
Franklin City	Kentucky	5100	0.0010592817810000000000
Franklin County	Kentucky	4772	0.0044384831220000000000
Fulton County	Kentucky	4775	0.0010400093200000000000
Gallatin County	Kentucky	4776	0.0023478614590000000000
Garrard County	Kentucky	4780	0.0031271174640000000000

Georgetown City	Kentucky	5092	0.0021298889200000000000
Glasgow City	Kentucky	4656	0.0041009781200000000000
Grant County	Kentucky	4782	0.0053437369180000000000
Graves County	Kentucky	4787	0.0024478669070000000000
Grayson City	Kentucky	4727	0.0014057009120000000000
Grayson County	Kentucky	4790	0.0043713711870000000000
Green County	Kentucky	4794	0.0013639933070000000000
Greenup County	Kentucky	4795	0.0068723462040000000000
Hancock County	Kentucky	4806	0.0010014822460000000000
Hardin County	Kentucky	4809	0.0166779651300000000000
Harlan County	Kentucky	4816	0.0092368570780000000000
Harrison County	Kentucky	4823	0.0020786040270000000000
Harrodsburg City	Kentucky	5020	0.0014333281380000000000
Hart County	Kentucky	4825	0.0023334696950000000000
Hazard City	Kentucky	5064	0.0028536556440000000000
Henderson City	Kentucky	4831	0.0056445117620000000000
Henderson County	Kentucky	4829	0.0037960575950000000000
Henry County	Kentucky	4830	0.0022630861150000000000
Hickman County	Kentucky	4835	0.0005336257130000000000
Highland Heights City	Kentucky	4714	0.0010992032720000000000
Hopkins County	Kentucky	4840	0.0054933623180000000000
Hopkinsville City	Kentucky	4737	0.0056626861600000000000
Independence City	Kentucky	4937	0.0012552376400000000000
Irvine City	Kentucky	4760	0.0007678771050000000000
Jackson County	Kentucky	4846	0.0019308793370000000000
Jefferson County	Kentucky	4861	0.1449391329250000000000
Jeffersontown City	Kentucky	4859	0.0019819913960000000000
Jenkins City	Kentucky	4964	0.0006886545410000000000
Jessamine County	Kentucky	4923	0.0064077956010000000000
Johnson County	Kentucky	4928	0.0064007986200000000000
Kenton County	Kentucky	4926	0.0257313982610000000000
Knott County	Kentucky	4946	0.0049108948790000000000
Knox County	Kentucky	4951	0.0080607551140000000000
La Grange City	Kentucky	5054	0.0007279927160000000000
Larue County	Kentucky	4955	0.0019171338250000000000
Laurel County	Kentucky	4954	0.0092156421070000000000
Lawrence County	Kentucky	4957	0.0044749573160000000000
Lawrenceburg City	Kentucky	4645	0.0008048012320000000000
Lebanon City	Kentucky	4992	0.0011220418540000000000
Lee County	Kentucky	4959	0.0022359313660000000000
Leitchfield City	Kentucky	4792	0.0011353806420000000000
Leslie County	Kentucky	4958	0.0055254649260000000000
Letcher County	Kentucky	4960	0.0063275524680000000000
Lewis County	Kentucky	4965	0.0024924840500000000000

Lexington-Fayette Urban County	Kentucky	4761	0.0625970706660000000000
Lincoln County	Kentucky	4968	0.0041091825940000000000
Livingston County	Kentucky	4973	0.0020560378470000000000
Logan County	Kentucky	4979	0.0030225849720000000000
London City	Kentucky	4952	0.0019615058060000000000
Louisa City	Kentucky	4956	0.0008662110360000000000
Ludlow City	Kentucky	4938	0.0006696178490000000000
Lyndon City	Kentucky	4902	0.0007487807660000000000
Lyon County	Kentucky	4982	0.0013673466730000000000
Madison County	Kentucky	4986	0.0110730526730000000000
Madisonville City	Kentucky	4842	0.0039273554890000000000
Magoffin County	Kentucky	4989	0.0030847795760000000000
Manchester City	Kentucky	4742	0.0018003972410000000000
Marion County	Kentucky	4991	0.0020187699290000000000
Marshall County	Kentucky	4995	0.0061108033920000000000
Martin City	Kentucky	4768	0.0029432882010000000000
Martin County	Kentucky	4999	0.0046929138860000000000
Mason County	Kentucky	5002	0.0017417462150000000000
Mayfield City	Kentucky	4786	0.0029293815960000000000
Maysville City	Kentucky	5004	0.0017962985260000000000
Mccracken County	Kentucky	5007	0.0033775049330000000000
Mccreary County	Kentucky	5006	0.0030118692300000000000
Mclean County	Kentucky	5010	0.0014338818670000000000
Meade County	Kentucky	5014	0.0037621524360000000000
Menifee County	Kentucky	5013	0.0011525617110000000000
Mercer County	Kentucky	5017	0.0028419282560000000000
Metcalfe County	Kentucky	5021	0.0011670708890000000000
Middlesborough City	Kentucky	7148	0.0096278698700000000000
Monroe County	Kentucky	5022	0.0028901923030000000000
Montgomery County	Kentucky	5027	0.0057460525260000000000
Morehead City	Kentucky	5085	0.0011769374870000000000
Morgan County	Kentucky	5031	0.0005058895260000000000
Morganfield City	Kentucky	5112	0.0010820879560000000000
Morgantown City	Kentucky	4704	0.0010668409440000000000
Mount Sterling City	Kentucky	5026	0.0013577369780000000000
Mount Vernon City	Kentucky	5083	0.0011952541910000000000
Muhlenberg County	Kentucky	5030	0.0053380361960000000000
Murray City	Kentucky	4705	0.0057659623140000000000
Nelson County	Kentucky	5038	0.0048165643210000000000
Newport City	Kentucky	4716	0.0073129963260000000000
Nicholas County	Kentucky	5040	0.0013243831990000000000
Nicholasville City	Kentucky	4924	0.0037231533540000000000
Ohio County	Kentucky	5043	0.0044671506430000000000

Oldham County	Kentucky	5051	0.0073334471610000000000
Owen County	Kentucky	5058	0.0021988574180000000000
Owensboro City	Kentucky	4751	0.0051183193440000000000
Owingsville City	Kentucky	4657	0.0011207413680000000000
Owsley County	Kentucky	5059	0.0012947613310000000000
Paducah City	Kentucky	5005	0.0110410801610000000000
Paintsville City	Kentucky	4929	0.0036426603630000000000
Paris City	Kentucky	4670	0.0013578487570000000000
Pendleton County	Kentucky	5060	0.0030949007290000000000
Perry County	Kentucky	5065	0.0148483860910000000000
Pike County	Kentucky	5067	0.0192944415270000000000
Pikeville City	Kentucky	5069	0.0092325531220000000000
Pineville City	Kentucky	4662	0.0007366062640000000000
Powell County	Kentucky	5071	0.0057889516570000000000
Prestonsburg City	Kentucky	4767	0.0041979336020000000000
Princeton City	Kentucky	4696	0.0010442954290000000000
Pulaski County	Kentucky	5074	0.0087239029400000000000
Richmond City	Kentucky	4988	0.0050690511670000000000
Robertson County	Kentucky	5079	0.0003461998010000000000
Rockcastle County	Kentucky	5081	0.0043805018300000000000
Rowan County	Kentucky	5084	0.0042450582550000000000
Russell City	Kentucky	4803	0.0014552485370000000000
Russell County	Kentucky	5087	0.0055991102880000000000
Russellville City	Kentucky	4983	0.0010190540710000000000
Scott County	Kentucky	5091	0.0063324439670000000000
Shelby County	Kentucky	5093	0.0050937838840000000000
Shelbyville City	Kentucky	5094	0.0011683746620000000000
Shepherdsville City	Kentucky	4690	0.0017179913280000000000
Shively City	Kentucky	4870	0.0010408260570000000000
Simpson County	Kentucky	5097	0.0020499064480000000000
Somerset City	Kentucky	5080	0.0031084982990000000000
Southgate City	Kentucky	4717	0.0009527006350000000000
Spencer County	Kentucky	5101	0.0024476959510000000000
St. Matthews City	Kentucky	4865	0.0011318342460000000000
Stanford City	Kentucky	4974	0.0007358054950000000000
Taylor County	Kentucky	5099	0.0019084460710000000000
Taylor Mill City	Kentucky	4941	0.0010203982350000000000
Todd County	Kentucky	5102	0.0017887464080000000000
Trigg County	Kentucky	5115	0.0020477385010000000000
Trimble County	Kentucky	5111	0.0011744276290000000000
Union City	Kentucky	4663	0.0012600591610000000000
Union County	Kentucky	5108	0.0025311928820000000000
Versailles City	Kentucky	5138	0.0017001358290000000000
Walton City	Kentucky	4665	0.0007257205050000000000

Warren County	Kentucky	5114	0.0098930703870000000000
Washington County	Kentucky	5124	0.0015498341190000000000
Wayne County	Kentucky	5127	0.0034779659510000000000
Webster County	Kentucky	5128	0.0023712077420000000000
West Liberty City	Kentucky	5033	0.0016919755020000000000
Whitley County	Kentucky	5134	0.0157941324850000000000
Wilder City	Kentucky	4719	0.0012717123420000000000
Williamsburg City	Kentucky	5135	0.0025112732320000000000
Williamstown City	Kentucky	4789	0.0010297106360000000000
Winchester City	Kentucky	4744	0.0046469990750000000000
Wolfe County	Kentucky	5137	0.0026006996090000000000
Woodford County	Kentucky	5139	0.0026753594350000000000
Acadia Parish	Louisiana	5140	
Alexandria City	Louisiana	5209	
Allen Parish	Louisiana	5142	
Ascension Parish	Louisiana	5145	
Assumption Parish	Louisiana	5147	
Avoyelles Parish	Louisiana	5148	
Baldwin Town	Louisiana	5233	
Bastrop City	Louisiana	5198	
Baton Rouge City	Louisiana	5170	
Beauregard Parish	Louisiana	5150	
Berwick Town	Louisiana	5229	
Bienville Parish	Louisiana	5153	
Bogalusa City	Louisiana	5249	
Bossier City	Louisiana	5155	
Bossier Parish	Louisiana	5152	
Caddo Parish	Louisiana	5156	
Calcasieu Parish	Louisiana	5158	
Caldwell Parish	Louisiana	5160	
Cameron Parish	Louisiana	5161	
Catahoula Parish	Louisiana	5164	
Claiborne Parish	Louisiana	5163	
Concordia Parish	Louisiana	5162	
Covington City	Louisiana	5231	
De Soto Parish	Louisiana	5165	
Delhi Town	Louisiana	5214	
Donaldsonville City	Louisiana	5149	
East Carroll Parish	Louisiana	5171	
East Feliciana Parish	Louisiana	5172	
Eunice City	Louisiana	5143	
Evangeline Parish	Louisiana	5177	
Ferriday Town	Louisiana	5167	
Franklin City	Louisiana	5225	

Franklin Parish	Louisiana	5174
Gramercy Town	Louisiana	5218
Grant Parish	Louisiana	5178
Gretna City	Louisiana	5182
Iberia Parish	Louisiana	5175
Iberville Parish	Louisiana	5180
Jackson Parish	Louisiana	5181
Jean Lafitte Town	Louisiana	5183
Jefferson Davis Parish	Louisiana	5184
Jefferson Parish	Louisiana	5179
Kenner City	Louisiana	5187
Lafayette City	Louisiana	5186
Lafourche Parish	Louisiana	5189
Lake Charles City	Louisiana	5157
Lake Providence Town	Louisiana	5173
Lasalle Parish	Louisiana	5193
Lincoln Parish	Louisiana	5191
Livingston Parish	Louisiana	5194
Lutcher Town	Louisiana	5230
Madison Parish	Louisiana	5197
Madisonville Town	Louisiana	5237
Mandeville City	Louisiana	5236
Monroe City	Louisiana	5206
Morehouse Parish	Louisiana	5199
Morgan City	Louisiana	5226
Natchitoches City	Louisiana	5200
Natchitoches Parish	Louisiana	5195
New Iberia City	Louisiana	5176
New Orleans City	Louisiana	5205
New Roads City	Louisiana	5201
Opelousas City	Louisiana	5224
Ouachita Parish	Louisiana	5204
Patterson City	Louisiana	5232
Pearl River Town	Louisiana	5235
Pineville City	Louisiana	5213
Plaquemines Parish	Louisiana	5203
Pointe Coupee Parish	Louisiana	5210
Rapides Parish	Louisiana	5208
Red River Parish	Louisiana	5212
Richland Parish	Louisiana	5211
Richwood Town	Louisiana	5207
Sabine Parish	Louisiana	5215
Sheriff Of Acadia Parish	Louisiana	14184

Sheriff Of Allen Parish	Louisiana	13403
Sheriff Of Ascension Parish	Louisiana	13405
Sheriff Of Assumption Parish	Louisiana	13406
Sheriff Of Avoyelles Parish	Louisiana	13408
Sheriff Of Beauregard Parish	Louisiana	14183
Sheriff Of Bienville Parish	Louisiana	13556
Sheriff Of Bossier Parish	Louisiana	14158
Sheriff Of Caddo Parish	Louisiana	14154
Sheriff Of Calcasieu Parish	Louisiana	13411
Sheriff Of Caldwell Parish	Louisiana	14156
Sheriff Of Cameron Parish	Louisiana	14157
Sheriff Of Catahoula Parish	Louisiana	13409
Sheriff Of Claiborne Parish	Louisiana	14161
Sheriff Of Concordia Parish	Louisiana	13412
Sheriff Of De Soto Parish	Louisiana	14165
Sheriff Of East Baton Rouge Parish	Louisiana	13415
Sheriff Of East Carroll Parish	Louisiana	13416
Sheriff Of East Feliciana Parish	Louisiana	14163
Sheriff Of Evangeline Parish	Louisiana	13419
Sheriff Of Franklin Parish	Louisiana	14164
Sheriff Of Grant Parish	Louisiana	13417
Sheriff Of Iberia Parish	Louisiana	13557
Sheriff Of Iberville Parish	Louisiana	14169

Allocations in Louisiana will be made in accordance with the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding.

Sheriff Of Jackson Parish	Louisiana	13422
Sheriff Of Jefferson Davis Parish	Louisiana	13425
Sheriff Of Jefferson Parish	Louisiana	13423
Sheriff Of Lafayette Parish	Louisiana	13430
Sheriff Of Lafourche Parish	Louisiana	14168
Sheriff Of Lasalle Parish	Louisiana	14167
Sheriff Of Lincoln Parish	Louisiana	13429
Sheriff Of Livingston Parish	Louisiana	13433
Sheriff Of Madison Parish	Louisiana	14162
Sheriff Of Morehouse Parish	Louisiana	13436
Sheriff Of Natchitoches Parish	Louisiana	14166
Sheriff Of Orleans Parish	Louisiana	13440
Sheriff Of Ouachita Parish	Louisiana	13435
Sheriff Of Plaquemines Parish	Louisiana	14159
Sheriff Of Pointe Coupee Parish	Louisiana	14153
Sheriff Of Rapides Parish	Louisiana	13559
Sheriff Of Red River Parish	Louisiana	14155
Sheriff Of Richland Parish	Louisiana	13439
Sheriff Of Sabine Parish	Louisiana	13441
Sheriff Of St Helena Parish	Louisiana	14160
Sheriff Of St James Parish	Louisiana	14152
Sheriff Of St John The Baptist Parish	Louisiana	14170

Sheriff Of St Martin Parish	Louisiana	14171
Sheriff Of St. Bernard Parish	Louisiana	13442
Sheriff Of St. Charles Parish	Louisiana	13444
Sheriff Of St. Landry Parish	Louisiana	13445
Sheriff Of St. Mary Parish	Louisiana	13447
Sheriff Of St. Tammany Parish	Louisiana	13449
Sheriff Of Tangipahoa Parish	Louisiana	14172
Sheriff Of Tensas Parish	Louisiana	13455
Sheriff Of Terrebonne Parish	Louisiana	13458
Sheriff Of Union Parish	Louisiana	13460
Sheriff Of Vermilion Parish	Louisiana	14173
Sheriff Of Vernon Parish	Louisiana	13459
Sheriff Of Washington Parish	Louisiana	13462
Sheriff Of Webster Parish	Louisiana	14174
Sheriff Of West Baton Rouge Parish	Louisiana	14175
Sheriff Of West Carroll Parish	Louisiana	13561
Sheriff Of West Feliciana Parish	Louisiana	14176
Sheriff Of Winn Parish	Louisiana	14177
Shreveport City	Louisiana	5154
Slidell City	Louisiana	5238
St Bernard Parish	Louisiana	5217
St Charles Parish	Louisiana	5216
St Helena Parish	Louisiana	5219
St James Parish	Louisiana	5223
St John The Baptist Parish	Louisiana	5220
St Landry Parish	Louisiana	5227
St Martin Parish	Louisiana	5222

St Mary Parish	Louisiana	5228	
St Tammany Parish	Louisiana	5234	
St. Martinville City	Louisiana	5221	
Tangipahoa Parish	Louisiana	5239	
Tensas Parish	Louisiana	5242	
Terrebonne Parish Consolidated Government	Louisiana	5241	
Union Parish	Louisiana	5245	
Vermilion Parish	Louisiana	5243	
Vernon Parish	Louisiana	5246	
Washington Parish	Louisiana	5248	
Webster Parish	Louisiana	5247	
West Baton Rouge Parish	Louisiana	5250	
West Carroll Parish	Louisiana	5253	
West Feliciana Parish	Louisiana	5254	
West Monroe City	Louisiana	5202	
Westwego City	Louisiana	5185	
Winn Parish	Louisiana	5252	
Aberdeen City	Maryland	5639	0.0003727965290000000000
Allegany County	Maryland	5612	0.0161204114940000000000
Annapolis City	Maryland	5622	0.0024132309580000000000
Anne Arundel County	Maryland	5613	0.0958500951560000000000
Baltimore City	Maryland	5617	0.2099703343540000000000
Baltimore County	Maryland	5614	0.1775653944340000000000
Bel Air Town	Maryland	5636	0.0003223642800000000000
Berlin Town	Maryland	5671	0.0001092361860000000000
Bowie City	Maryland	5647	0.0002632709460000000000
Calvert County	Maryland	5615	0.0169483436880000000000
Cambridge City	Maryland	5631	0.0001967461850000000000
Caroline County	Maryland	5616	0.0058650178500000000000
Carroll County	Maryland	5618	0.0296055630010000000000
Cecil County	Maryland	5621	0.0379585776340000000000
Charles County	Maryland	5626	0.0196634091790000000000
Charlestown Town	Maryland	5623	0.0000138465870000000000
College Park City	Maryland	5649	0.0000503348450000000000
Cottage City Town	Maryland	5655	0.0000159720230000000000
Cumberland City	Maryland	5607	0.0016271324260000000000
Dorchester County	Maryland	5628	0.0039519131250000000000
Easton Town	Maryland	5662	0.0006301083700000000000
Elkton Town	Maryland	5627	0.0008841101600000000000
Forest Heights Town	Maryland	5652	0.0000148121820000000000
Frederick City	Maryland	5629	0.0015308892740000000000

Frederick County	Maryland	5633	0.0349573332120000000000
Frostburg City	Maryland	5619	0.0001946787410000000000
Gaithersburg City	Maryland	5645	0.0002439669140000000000
Garrett County	Maryland	5632	0.0035134346900000000000
Grantsville Town	Maryland	5637	0.0000022070760000000000
Greenbelt City	Maryland	5651	0.0003699380280000000000
Hagerstown City	Maryland	5666	0.0018293281740000000000
Harford County	Maryland	5638	0.0519581107200000000000
Havre De Grace City	Maryland	5641	0.0004580099310000000000
Howard County	Maryland	5648	0.0324872137440000000000
Hyattsville City	Maryland	5650	0.0001273775620000000000
Kent County	Maryland	5646	0.0046838521520000000000
Laurel City	Maryland	5654	0.0003005164800000000000
Montgomery County	Maryland	5640	0.0855743789580000000000
Mountain Lake Park Town	Maryland	5635	0.0000010044450000000000
New Carrollton City	Maryland	5653	0.0000627276890000000000
North Brentwood Town	Maryland	5658	0.0000006626860000000000
North East Town	Maryland	5624	0.0001838145220000000000
Oakland Town	Maryland	5634	0.0000117774530000000000
Perryville Town	Maryland	5620	0.0001841607850000000000
Prince Georges County	Maryland	5643	0.0713826506550000000000
Queen Annes County	Maryland	5657	0.0073817925350000000000
Rockville City	Maryland	5644	0.0006110458780000000000
Salisbury City	Maryland	5667	0.0013478066910000000000
Seat Pleasant City	Maryland	5656	0.0000401288080000000000
Somerset County	Maryland	5660	0.0038751288390000000000
St Marys County	Maryland	5659	0.0136845625110000000000
Takoma Park City	Maryland	5642	0.0001955964790000000000
Talbot County	Maryland	5664	0.0048968248500000000000
Upper Marlboro Town	Maryland	5661	0.0000094436950000000000
Vienna Town	Maryland	5630	0.0000015826760000000000
Washington County	Maryland	5663	0.0304744905050000000000
Westminster City	Maryland	5625	0.0004400875730000000000
Wicomico County	Maryland	5665	0.0166944224110000000000
Worcester County	Maryland	5668	0.0098760310640000000000
Ada Township	Michigan	5807	0.0000437602920000000000
Adrian City	Michigan	5821	0.0003396266600000000000
Alcona County	Michigan	5710	0.0009346301200000000000
Alger County	Michigan	5708	0.0008795261610000000000
Algoma Township	Michigan	5811	0.0000175353370000000000
Allegan County	Michigan	5712	0.0046165611940000000000
Allen Park City	Michigan	5955	0.0006422026090000000000

Allendale Charter Township	Michigan	5919	0.0000464749050000000000
Alpena County	Michigan	5716	0.0035525680750000000000
Alpine Charter Township	Michigan	5805	0.0000151938230000000000
Ann Arbor City	Michigan	5947	0.0027679777930000000000
Antrim County	Michigan	5713	0.0026667265460000000000
Antwerp Township	Michigan	5944	0.0000078474940000000000
Arenac County	Michigan	5714	0.0018055048910000000000
Auburn Hills City	Michigan	5890	0.0007032505560000000000
Bangor Charter Township	Michigan	5717	0.0000652823920000000000
Baraga County	Michigan	5719	0.0008300460650000000000
Barry County	Michigan	5715	0.0025871914760000000000
Bath Charter Township	Michigan	5741	0.0003214603320000000000
Battle Creek City	Michigan	5734	0.0020458170570000000000
Bay City	Michigan	5723	0.0006858636540000000000
Bay County	Michigan	5718	0.0123301056910000000000
Bedford Township	Michigan	5860	0.0002465424420000000000
Benton Charter Township	Michigan	5731	0.0005421171850000000000
Benzie County	Michigan	5721	0.0015597090020000000000
Berkley City	Michigan	5874	0.0002144833830000000000
Berrien County	Michigan	5722	0.0143530128660000000000
Beverly Hills Village	Michigan	5889	0.0002748934320000000000
Big Rapids City	Michigan	5857	0.0001464444510000000000
Birmingham City	Michigan	5879	0.0006160716510000000000
Blackman Charter Township	Michigan	13854	0.0000000000000000000000
Bloomfield Charter Township	Michigan	5895	0.0014314410400000000000
Branch County	Michigan	5730	0.0038230209660000000000
Brandon Charter Township	Michigan	5896	0.0001783481990000000000
Brighton Township	Michigan	5822	0.0000060493410000000000
Brownstown Charter Township	Michigan	5974	0.0006186013360000000000
Burton City	Michigan	5755	0.0001982874150000000000
Byron Township	Michigan	5810	0.0000858034730000000000
Cadillac City	Michigan	5987	0.0005928571840000000000
Caledonia Charter Township	Michigan	5806	0.0000275778300000000000
Calhoun County	Michigan	5729	0.0185054766050000000000
Cannon Township	Michigan	5812	0.0000330933950000000000

Canton Charter Township	Michigan	5977	0.0026353816720000000000
Cascade Charter Township	Michigan	5809	0.0001211863500000000000
Cass County	Michigan	5733	0.0041274553920000000000
Charlevoix County	Michigan	5736	0.0021428580410000000000
Cheboygan County	Michigan	5738	0.0031672388090000000000
Chesterfield Charter Township	Michigan	5843	0.0012625116440000000000
Chippewa County	Michigan	5740	0.0026802056920000000000
Clare County	Michigan	5739	0.0027998174330000000000
Clawson City	Michigan	5875	0.0001394973320000000000
Clinton Charter Township	Michigan	5844	0.0065243179430000000000
Clinton County	Michigan	5737	0.0054026690120000000000
Coldwater City	Michigan	5727	0.0000772835770000000000
Commerce Charter Township	Michigan	5899	0.0001988543620000000000
Comstock Charter Township	Michigan	5795	0.0000845186680000000000
Cooper Charter Township	Michigan	5798	0.0000095907660000000000
Crawford County	Michigan	5748	0.0028862532510000000000
Davison Township	Michigan	5759	0.0000884463550000000000
Dearborn City	Michigan	5954	0.0029965833190000000000
Dearborn Heights City	Michigan	5972	0.0010536201750000000000
Delhi Charter Township	Michigan	5777	0.0001967531050000000000
Delta Charter Township	Michigan	5746	0.0004055389220000000000
Delta County	Michigan	5744	0.0026044851580000000000
Detroit City	Michigan	5957	0.0713165322820000000000
Dewitt Charter Township	Michigan	5745	0.0003677017780000000000
Dickinson County	Michigan	5750	0.0027729291700000000000
East Bay Township	Michigan	5768	0.0000146467670000000000
East Grand Rapids City	Michigan	5801	0.0002073540590000000000
East Lansing City	Michigan	5742	0.0019287731410000000000
Eastpointe City	Michigan	5831	0.0016772498200000000000
Eaton County	Michigan	5752	0.0100403824090000000000
Egelston Township	Michigan	5870	0.0000592033050000000000
Emmet County	Michigan	5747	0.0018132565780000000000
Emmett Charter Township	Michigan	5732	0.0000813904060000000000

Escanaba City	Michigan	5743	0.0001810208480000000000
Farmington City	Michigan	5877	0.0002202472780000000000
Farmington Hills City	Michigan	5897	0.0016511895200000000000
Fenton Charter Township	Michigan	5760	0.0000185269540000000000
Fenton City	Michigan	5766	0.0004796071890000000000
Ferndale City	Michigan	5880	0.0008911313490000000000
Flat Rock City	Michigan	5866	0.0001717819670000000000
Flint Charter Township	Michigan	5761	0.0002557549030000000000
Flint City	Michigan	5754	0.0295481256150000000000
Flushing Charter Township	Michigan	5757	0.0000374311470000000000
Fort Gratiot Charter Township	Michigan	5942	0.0000944163810000000000
Fraser City	Michigan	5835	0.0008009068380000000000
Frenchtown Charter Township	Michigan	5862	0.0004888385340000000000
Fruitport Charter Township	Michigan	5876	0.0001292709620000000000
Gaines Township	Michigan	5815	0.0000899141310000000000
Garden City	Michigan	5959	0.0003602298200000000000
Garfield Charter Township	Michigan	5771	0.0000040665700000000000
Genesee Charter Township	Michigan	5762	0.0001294622450000000000
Genesee County	Michigan	5753	0.0205906790680000000000
Genoa Township	Michigan	5824	0.0000007561670000000000
Georgetown Charter Township	Michigan	5923	0.0000720269210000000000
Gladwin County	Michigan	5767	0.0021503077360000000000
Gogebic County	Michigan	5765	0.0007467226840000000000
Grand Blanc Charter Township	Michigan	5764	0.0002098336110000000000
Grand Haven Charter Township	Michigan	5921	0.0001127618500000000000
Grand Haven City	Michigan	5920	0.0003477289140000000000
Grand Rapids Charter Township	Michigan	5813	0.0000375682890000000000
Grand Rapids City	Michigan	5803	0.0134403101080000000000
Grand Traverse County	Michigan	5773	0.0092338019800000000000
Grandville City	Michigan	5802	0.0002780157430000000000
Gratiot County	Michigan	5769	0.0035251722030000000000
Green Oak Township	Michigan	5825	0.0003216953050000000000
Grosse Ile Township	Michigan	5983	0.0002142228910000000000

Grosse Pointe Park City	Michigan	5956	0.0002831115390000000000
Grosse Pointe Woods City	Michigan	5960	0.0002017492510000000000
Hamburg Township	Michigan	5826	0.0003393032080000000000
Hamtramck City	Michigan	5958	0.0010823453980000000000
Harper Woods City	Michigan	5961	0.0003021064750000000000
Harrison Charter Township	Michigan	5845	0.0012420493550000000000
Hartland Township	Michigan	5827	0.0000029166460000000000
Hazel Park City	Michigan	5881	0.0004399957570000000000
Highland Charter Township	Michigan	5898	0.0001759096270000000000
Highland Park City	Michigan	5962	0.0002339422740000000000
Hillsdale County	Michigan	5770	0.0041796783500000000000
Holland Charter Township	Michigan	5922	0.0001743272210000000000
Holland City	Michigan	5711	0.0009894686520000000000
Holly Township	Michigan	5900	0.0000244965520000000000
Houghton County	Michigan	5772	0.0024927201570000000000
Huron Charter Township	Michigan	5981	0.0004047269230000000000
Huron County	Michigan	5775	0.0017506615170000000000
Independence Charter Township	Michigan	5901	0.0004932009380000000000
Ingham County	Michigan	5776	0.0239108074300000000000
Inkster City	Michigan	5963	0.0009975672850000000000
Ionia City	Michigan	5782	0.0002684628550000000000
Ionia County	Michigan	5779	0.0054943125130000000000
Iosco County	Michigan	5780	0.0035979730060000000000
Iron County	Michigan	5783	0.0012347789750000000000
Iron Mountain City	Michigan	5749	0.0001028904300000000000
Isabella County	Michigan	5781	0.0064066292390000000000
Jackson City	Michigan	5786	0.0019759611310000000000
Jackson County	Michigan	5784	0.0064866012850000000000
Kalamazoo Charter Township	Michigan	5792	0.0003108609650000000000
Kalamazoo City	Michigan	5793	0.0022630631960000000000
Kalamazoo County	Michigan	5790	0.0222270723980000000000
Kalkaska County	Michigan	5797	0.0009837976920000000000
Kent County	Michigan	5799	0.0311452505370000000000
Kentwood City	Michigan	5804	0.0008504898600000000000
Keweenaw County	Michigan	5814	0.0000404399100000000000
Lake County	Michigan	5817	0.0008157508480000000000

Lansing City	Michigan	5751	0.0059449414360000000000
Lapeer County	Michigan	5819	0.0047307352990000000000
Leelanau County	Michigan	5818	0.0013858695000000000000
Lenawee County	Michigan	5820	0.0088237929540000000000
Lenox Township	Michigan	5842	0.0000668759180000000000
Leoni Township	Michigan	5788	0.0000543324100000000000
Lincoln Charter Township	Michigan	5728	0.0001066495340000000000
Lincoln Park City	Michigan	5965	0.0009493812730000000000
Livingston County	Michigan	5823	0.0149765368180000000000
Livonia City	Michigan	5966	0.0044797409660000000000
Luce County	Michigan	5828	0.0007151373520000000000
Lyon Charter Township	Michigan	5905	0.0000360243410000000000
Mackinac County	Michigan	5834	0.0005434900330000000000
Macomb County	Michigan	5836	0.0865110465510000000000
Macomb Township	Michigan	5850	0.0006465034890000000000
Madison Heights City	Michigan	5882	0.0008623672990000000000
Manistee County	Michigan	5847	0.0034954682540000000000
Marion Township	Michigan	5833	0.0000011882630000000000
Marquette City	Michigan	5848	0.0001873163450000000000
Marquette County	Michigan	5852	0.0060352741930000000000
Mason County	Michigan	5851	0.0027857703120000000000
Mecosta County	Michigan	5853	0.0019846587480000000000
Melvindale City	Michigan	5970	0.0003105429410000000000
Menominee County	Michigan	5856	0.0009442283530000000000
Meridian Charter Township	Michigan	5778	0.0004230781490000000000
Midland City	Michigan	5720	0.0018064208800000000000
Midland County	Michigan	5854	0.0032176018620000000000
Milford Charter Township	Michigan	5904	0.0000384074890000000000
Missaukee County	Michigan	5855	0.0005992272430000000000
Monitor Charter Township	Michigan	5725	0.0000263963870000000000
Monroe Charter Township	Michigan	5861	0.0000715436020000000000
Monroe City	Michigan	5858	0.0012560022780000000000
Monroe County	Michigan	5859	0.0171543939300000000000
Montcalm County	Michigan	5869	0.0069578341280000000000
Montmorency County	Michigan	5864	0.0009858481610000000000
Mount Clemens City	Michigan	5832	0.0003005674790000000000
Mount Morris Charter Township	Michigan	5756	0.0001487815940000000000

Mount Pleasant City	Michigan	5785	0.0002137885640000000000
Mundy Charter Township	Michigan	5758	0.0000901065540000000000
Muskegon Charter Township	Michigan	5872	0.0002156349330000000000
Muskegon City	Michigan	5868	0.0010446192330000000000
Muskegon County	Michigan	5863	0.0191003740320000000000
Muskegon Heights City	Michigan	5867	0.0002990421160000000000
New Baltimore City	Michigan	5837	0.0002870852370000000000
Newaygo County	Michigan	5873	0.0052318127210000000000
Niles City	Michigan	5726	0.0003485556050000000000
Niles Township	Michigan	5724	0.0001286802850000000000
Northville Charter Township	Michigan	5979	0.0009374105120000000000
Norton Shores City	Michigan	5871	0.0004193741210000000000
Novi City	Michigan	5894	0.0008758902820000000000
Oak Park City	Michigan	5883	0.0006201174620000000000
Oakland Charter Township	Michigan	5902	0.0001639384620000000000
Oakland County	Michigan	5878	0.0585357271140000000000
Oceana County	Michigan	5915	0.0024376421470000000000
Oceola Township	Michigan	5829	0.0000021604790000000000
Ogemaw County	Michigan	5912	0.0062312530160000000000
Ontonagon County	Michigan	5910	0.0005648708840000000000
Orion Charter Township	Michigan	5906	0.0002895802790000000000
Osceola County	Michigan	5916	0.0021551218640000000000
Oscoda County	Michigan	5914	0.0005866115240000000000
Oshtemo Charter Township	Michigan	5796	0.0000743284920000000000
Otsego County	Michigan	5918	0.0031792059880000000000
Ottawa County	Michigan	5917	0.0088613450940000000000
Owosso City	Michigan	5933	0.0003587611180000000000
Oxford Charter Township	Michigan	5908	0.0001318490870000000000
Park Township	Michigan	5926	0.0000414755640000000000
Pittsfield Charter Township	Michigan	5951	0.0002848203740000000000
Plainfield Charter Township	Michigan	5816	0.0000879888870000000000
Plymouth Charter Township	Michigan	5984	0.0003699083460000000000
Pontiac City	Michigan	5887	0.0033688147390000000000

Port Huron Charter Township	Michigan	5939	0.0000862478810000000000
Port Huron City	Michigan	5938	0.0015570980200000000000
Portage City	Michigan	5791	0.0005868954660000000000
Presque Isle County	Michigan	5929	0.0016298467950000000000
Redford Charter Township	Michigan	5982	0.0012666525540000000000
Riverview City	Michigan	5964	0.0002883907740000000000
Rochester City	Michigan	5884	0.0002385365590000000000
Rochester Hills City	Michigan	5891	0.0004038605720000000000
Romulus City	Michigan	5976	0.0010430545820000000000
Roscommon County	Michigan	5928	0.0043018366800000000000
Roseville City	Michigan	5839	0.0025535928020000000000
Royal Oak City	Michigan	5886	0.0015512635400000000000
Saginaw Charter Township	Michigan	5934	0.0004135270020000000000
Saginaw City	Michigan	5927	0.0025740509010000000000
Saginaw County	Michigan	5931	0.0180527643860000000000
Sanilac County	Michigan	5935	0.0038845852230000000000
Sault Ste. Marie City	Michigan	5735	0.0011028617300000000000
Schoolcraft County	Michigan	5936	0.0004718011580000000000
Scio Charter Township	Michigan	5950	0.0000307901410000000000
Shelby Charter Township	Michigan	5849	0.0030268607450000000000
Shiawassee County	Michigan	5932	0.0081260410300000000000
South Lyon City	Michigan	5888	0.0001547384000000000000
Southfield City	Michigan	5893	0.0023508376420000000000
Southfield Township	Michigan	5903	0.0000006650640000000000
Southgate City	Michigan	5973	0.0005308730360000000000
Spring Lake Township	Michigan	5925	0.0000621209000000000000
Springfield Charter Township	Michigan	5909	0.0000267134340000000000
St Clair County	Michigan	5937	0.0223552710100000000000
St Joseph County	Michigan	5943	0.0025489421580000000000
St. Clair Shores City	Michigan	5840	0.0020311040440000000000
Sterling Heights City	Michigan	5838	0.0105364597820000000000
Sturgis City	Michigan	5940	0.0003581199580000000000
Summit Township	Michigan	5789	0.0000879726220000000000
Superior Charter Township	Michigan	5948	0.0000724444200000000000
Taylor City	Michigan	5978	0.0022496241950000000000
Texas Charter Township	Michigan	5794	0.0000311100810000000000
Thomas Township	Michigan	5930	0.0000759563130000000000

Traverse City	Michigan	5774	0.0006947487510000000000
Trenton City	Michigan	5969	0.0002879249220000000000
Troy City	Michigan	5892	0.0014103252340000000000
Tuscola County	Michigan	5941	0.0049641098760000000000
Tyrone Township	Michigan	5830	0.0000575767620000000000
Union Charter Township	Michigan	5787	0.0000003060950000000000
Van Buren Charter Township	Michigan	5980	0.0007692914910000000000
Van Buren County	Michigan	5945	0.0045586529890000000000
Vienna Charter Township	Michigan	5763	0.0000516565810000000000
Walker City	Michigan	5800	0.0003448789710000000000
Warren City	Michigan	5841	0.0131541290400000000000
Washington Township	Michigan	5846	0.0004833260540000000000
Washtenaw County	Michigan	5949	0.0266152920340000000000
Waterford Charter Township	Michigan	5907	0.0013063534440000000000
Wayne City	Michigan	5967	0.0009384777120000000000
Wayne County	Michigan	5953	0.1140875273460000000000
West Bloomfield Charter Township	Michigan	5911	0.0015671696720000000000
Westland City	Michigan	5971	0.0036531164910000000000
Wexford County	Michigan	5985	0.0033453814500000000000
White Lake Charter Township	Michigan	5913	0.0003498240610000000000
Wixom City	Michigan	5885	0.0002207460760000000000
Woodhaven City	Michigan	5975	0.0003417524980000000000
Wyandotte City	Michigan	5968	0.0005836653850000000000
Wyoming City	Michigan	5808	0.0015264068540000000000
Ypsilanti Charter Township	Michigan	5952	0.0003458548540000000000
Ypsilanti City	Michigan	5946	0.0005369527620000000000
Zeeland Charter Township	Michigan	5924	0.0000367539890000000000
Adams County	Mississippi	6363	0.0089560216576269400000
Alcorn County	Mississippi	6372	0.0005763039855516710000
Amite County	Mississippi	6367	0.0027458863561989500000
Amory City	Mississippi	6463	0.0021165787205654100000
Arcola Town	Mississippi	6515	0.0000105552956670764000
Attala County	Mississippi	6373	0.0042973205341581600000
Bay St. Louis City	Mississippi	6410	0.0003112561058928250000
Benton County	Mississippi	6376	0.0019607860502207400000
Biloxi City	Mississippi	6412	0.0066447560116145000000

Bolivar County	Mississippi	6378	0.0050381057195479000000
Brandon City	Mississippi	6484	0.0055701554924526100000
Brookhaven City	Mississippi	6453	0.0046831090100835800000
Byram City	Mississippi	6421	0.0005459698574208520000
Caledonia Town	Mississippi	6457	0.0000299472761824010000
Calhoun County	Mississippi	6382	0.0041532206686674500000
Canton City	Mississippi	6456	0.0036080179305284600000
Carroll County	Mississippi	6379	0.0020316671971110700000
Centreville Town	Mississippi	14081	0.0001014408007884940000
Charleston City	Mississippi	6496	0.0004702917471796820000
Chickasaw County	Mississippi	6381	0.0051087712165030400000
Claiborne County	Mississippi	6388	0.0016466721789274200000
Clarke County	Mississippi	6384	0.0051136603664874000000
Clarksdale City	Mississippi	6389	0.0027735520283806900000
Clay County	Mississippi	6386	0.0018598177028148600000
Cleveland City	Mississippi	6375	0.0013745539639507100000
Clinton City	Mississippi	6418	0.0032360491214639600000
Coahoma County	Mississippi	6391	0.0042361090395715600000
Columbia City	Mississippi	6461	0.0016948986195033700000
Columbus City	Mississippi	6452	0.0070396198679698100000
Copiah County	Mississippi	6395	0.0072173511568719900000
Corinth City	Mississippi	6370	0.0157646662446243000000
Covington County	Mississippi	6393	0.0061543463187342100000
Desoto County	Mississippi	6397	0.0224487939025045000000
Diamondhead City	Mississippi	6406	0.0000017005023686986100
D'Iberville City	Mississippi	6416	0.0004480074317822520000
Forrest County	Mississippi	6399	0.0305159516967070000000
Franklin County	Mississippi	6400	0.0025731545103409100000
Gautier City	Mississippi	6433	0.0013175846705548200000
George County	Mississippi	6403	0.0103697513727650000000
Greene County	Mississippi	6402	0.0029451875191484400000
Greenville City	Mississippi	6514	0.0008404974985153170000
Greenwood City	Mississippi	6454	0.0059235998569269300000
Grenada City	Mississippi	6409	0.0005592742708234350000
Grenada County	Mississippi	6407	0.0052566079071545600000
Gulfport City	Mississippi	6415	0.0833885656343728000000
Hancock County	Mississippi	6408	0.0240513797800086000000
Harrison County	Mississippi	6411	0.0128324028715450000000
Hattiesburg City	Mississippi	6401	0.0032342761873186000000
Hernando City	Mississippi	6392	0.0044217946617601600000
Hinds County	Mississippi	6417	0.0208841063426677000000
Holly Springs City	Mississippi	6464	0.0016281921812472800000
Holmes County	Mississippi	6419	0.0033241361243159300000
Horn Lake City	Mississippi	6398	0.0065196892595573200000

Humphreys County	Mississippi	6420	0.0013736814888053800000
Indianola City	Mississippi	6491	0.0002320238963392310000
Issaquena County	Mississippi	6424	0.0001756850896935790000
Itawamba County	Mississippi	6427	0.0105165081713815000000
Iuka City	Mississippi	6501	0.0028542904906194500000
Jackson City	Mississippi	6422	0.0269350446772121000000
Jackson County	Mississippi	6423	0.0765514849630983000000
Jasper County	Mississippi	6435	0.0039220972313282500000
Jefferson County	Mississippi	6429	0.0009851488343646300000
Jefferson Davis County	Mississippi	6434	0.0035140524248720300000
Jones County	Mississippi	6431	0.0222324729012432000000
Jonestown Town	Mississippi	6390	0.0000933317260927384000
Kemper County	Mississippi	6432	0.0022232675379924600000
Kosciusko City	Mississippi	6374	0.0004085534752995830000
Lafayette County	Mississippi	6439	0.0070486557407098400000
Lamar County	Mississippi	6436	0.0131040239405016000000
Lauderdale County	Mississippi	6438	0.0147057603905307000000
Laurel City	Mississippi	6430	0.0014855722299818200000
Lawrence County	Mississippi	6437	0.0034282108101323800000
Leake County	Mississippi	6442	0.0057974186413293300000
Leakesville Town	Mississippi	6405	0.0000983476321922200000
Lee County	Mississippi	6445	0.0147575343447921000000
Leflore County	Mississippi	6446	0.0010182123263860300000
Lincoln County	Mississippi	6450	0.0057401349277616900000
Long Beach City	Mississippi	6414	0.0013904593387220200000
Lowndes County	Mississippi	6451	0.0093892496999896000000
Lumberton City	Mississippi	6443	0.0003977956999391970000
Madison City	Mississippi	6459	0.0057254674798324700000
Madison County	Mississippi	6455	0.0107874641851182000000
Marion County	Mississippi	6458	0.0162725468275078000000
Marshall County	Mississippi	6460	0.0062803612695149100000
Mccomb City	Mississippi	6477	0.0111306693194920000000
Mclain Town	Mississippi	6413	0.0000445801556419426000
Meridian City	Mississippi	6441	0.0111630397694030000000
Monroe County	Mississippi	6468	0.0081299348040210000000
Morton City	Mississippi	6486	0.0006067105454591520000
Moss Point City	Mississippi	6425	0.0000328379656697088000
Mound Bayou City	Mississippi	6380	0.0001409424955551360000
Natchez City	Mississippi	6371	0.0010924088759952100000
Neshoba County	Mississippi	6466	0.0101851736284899000000
Nettleton City	Mississippi	6449	0.0003078139470588460000
New Albany City	Mississippi	6504	0.0027290426591206200000
Newton County	Mississippi	6467	0.0054572935069062000000
Noxubee County	Mississippi	6471	0.0018481281907743600000

Ocean Springs City	Mississippi	6426	0.0011965691628182700000
Oktibbeha County	Mississippi	6472	0.0078753434487807300000
Olive Branch City	Mississippi	6394	0.0109095497074613000000
Oxford City	Mississippi	6440	0.0060041111464072700000
Panola County	Mississippi	6470	0.0112554809139241000000
Pascagoula City	Mississippi	6428	0.0024955059244693200000
Pearl City	Mississippi	6485	0.0119557338961910000000
Pearl River County	Mississippi	6476	0.0305389981931780000000
Perry County	Mississippi	6478	0.0036906791286741500000
Petal City	Mississippi	6404	0.0002718531809351650000
Philadelphia City	Mississippi	6469	0.0011539775912568800000
Picayune City	Mississippi	6474	0.0058905199028621300000
Pike County	Mississippi	6475	0.0010947266948722700000
Pontotoc County	Mississippi	6479	0.0114840807588676000000
Prentiss County	Mississippi	6480	0.0079769011288402700000
Quitman City	Mississippi	6383	0.0008794460779561470000
Quitman County	Mississippi	6483	0.0021374901240077700000
Rankin County	Mississippi	6482	0.0346676628198758000000
Ridgeland City	Mississippi	6462	0.0071366406794998700000
Scott County	Mississippi	6489	0.0063180669839053900000
Shannon Town	Mississippi	6444	0.0002936518741476110000
Shubuta Town	Mississippi	6385	0.0000614896988700308000
Simpson County	Mississippi	6490	0.0091962533994828400000
Smith County	Mississippi	6487	0.0038715151095801800000
Southaven City	Mississippi	6396	0.0155622587422523000000
Starkville City	Mississippi	6473	0.0010065886604952900000
Stone County	Mississippi	6493	0.0056470517746790200000
Summit Town	Mississippi	6481	0.0000511335910947403000
Sunflower County	Mississippi	6495	0.0046553248117964800000
Tallahatchie County	Mississippi	6494	0.0026078296109109400000
Tate County	Mississippi	6500	0.0115580303818734000000
Tippah County	Mississippi	6498	0.0066724463768613500000
Tishomingo County	Mississippi	6499	0.0131846718635255000000
Tunica County	Mississippi	6502	0.0017887027985511400000
Tupelo City	Mississippi	6447	0.0147748768332854000000
Union County	Mississippi	6503	0.0049560486686806100000
Verona City	Mississippi	6448	0.0006139191597153650000
Vicksburg City	Mississippi	6507	0.0073374085884565900000
Walthall County	Mississippi	6505	0.0049491528271775000000
Warren County	Mississippi	6508	0.0056046643292176600000
Washington County	Mississippi	6511	0.0092012939976354900000
Wayne County	Mississippi	6506	0.0094159161429347500000
Waynesboro City	Mississippi	6509	0.0001346211710690030000
Webb Town	Mississippi	6497	0.0001203883137997590000

West Point City	Mississippi	6387	0.0021162445465487200000
Wiggins City	Mississippi	6492	0.0017264245801476000000
Winston County	Mississippi	6512	0.0053393119058035600000
Yalobusha County	Mississippi	6516	0.0029862678998164200000
Yazoo City	Mississippi	6521	0.0025399889552694900000
Yazoo County	Mississippi	6517	0.0042236392390192500000
Adair County	Missouri	6177	
Andrew County	Missouri	6176	
Arnold City	Missouri	6258	
Atchison County	Missouri	6182	
Audrain County	Missouri	6183	
Ballwin City	Missouri	6331	
Barry County	Missouri	6175	
Barton County	Missouri	6178	
Bates County	Missouri	6181	
Bellefontaine Neighbors City	Missouri	6333	
Belton City	Missouri	6200	
Benton County	Missouri	6186	
Blue Springs City	Missouri	6245	
Bolivar City	Missouri	6304	
Bollinger County	Missouri	6184	
Boone County	Missouri	6185	
Branson City	Missouri	6359	
Bridgeton City	Missouri	6334	
Buchanan County	Missouri	6189	
Butler County	Missouri	6188	
Caldwell County	Missouri	6192	
Callaway County	Missouri	6193	
Camden County	Missouri	6197	
Cape Girardeau City	Missouri	6319	
Cape Girardeau County	Missouri	6195	
Carroll County	Missouri	6201	
Carter County	Missouri	6202	
Carthage City	Missouri	6255	
Cass County	Missouri	6199	
Cedar County	Missouri	6210	
Chariton County	Missouri	6207	
Chesterfield City	Missouri	6351	
Christian County	Missouri	6204	

Citizens Memorial Hospital District D/B/A Citizens Memorial Hospital	Missouri	13496
Clark County	Missouri	6217
Clay County	Missouri	6213
Clayton City	Missouri	6336
Clinton County	Missouri	6214
Cole County	Missouri	6222
Columbia City	Missouri	6187
Cooper County	Missouri	6219
Crawford County	Missouri	6221
Crestwood City	Missouri	6339
Creve Coeur City	Missouri	6335
Dade County	Missouri	6224
Dallas County	Missouri	6223
Dardenne Prairie City	Missouri	6324
Daviess County	Missouri	6225
De Kalb County	Missouri	6226
Dent County	Missouri	6227
Douglas County	Missouri	6229
Dunklin County	Missouri	6228
Eureka City	Missouri	6342
Excelsior Springs City	Missouri	6220
Farmington City	Missouri	6330
Ferguson City	Missouri	6338
Festus City	Missouri	6257
Florissant City	Missouri	6337
Franklin County	Missouri	6230
Fulton City	Missouri	6194
Gasconade County	Missouri	6234
Gentry County	Missouri	6232
Gladstone City	Missouri	6212
Grain Valley City	Missouri	6246
Grandview City	Missouri	6248
Greene County	Missouri	6236
Grundy County	Missouri	6239
Hannibal City	Missouri	6277
Harrison County	Missouri	6238
Harrisonville City	Missouri	6206
Hazelwood City	Missouri	6341
Henry County	Missouri	6240
Hickory County	Missouri	6242
Holt County	Missouri	6243

Howard County	Missouri	6244
Howell County	Missouri	6241
Independence City	Missouri	6252
Iron County	Missouri	6250
Jackson City	Missouri	6198
Jackson County	Missouri	6249
Jasper County	Missouri	6253
Jefferson City	Missouri	6196
Jefferson County	Missouri	6259
Jennings City	Missouri	6340
Johnson County	Missouri	6260
Joplin City	Missouri	6261
Kansas City	Missouri	6203
Kearney City	Missouri	6218
Kennett City	Missouri	6231
Kinloch Fire Protection District	Missouri	13136
Kirksville City	Missouri	6179
Kirkwood City	Missouri	6344
Knox County	Missouri	6269
Laclede County	Missouri	6266
Lafayette County	Missouri	6268
Lake St. Louis City	Missouri	6327
Lawrence County	Missouri	6263
Lebanon City	Missouri	6262
Lee'S Summit City	Missouri	6251
Lewis County	Missouri	6267
Liberty City	Missouri	6211
Lincoln County	Missouri	6265
Linn County	Missouri	6270
Livingston County	Missouri	6273
Macon County	Missouri	6271
Madison County	Missouri	6275
Manchester City	Missouri	6345
Maries County	Missouri	6272
Marion County	Missouri	6278
Marshall City	Missouri	6315
Maryland Heights City	Missouri	6352
Maryville City	Missouri	6288
Mcdonald County	Missouri	6274
Mercer County	Missouri	6279
Mexico City	Missouri	6180
Miller County	Missouri	6280
Mississippi County	Missouri	6283

Allocations in Missouri will be made in accordance with the Memorandum of Understanding Between the State of Missouri and its Political Subdivisions on Proceeds Relating to the Settlement of Opioid Litigation and with the ancillary Memorandum of Understanding Between the Litigating Subdivisions of the State of Missouri.

Moberly City	Missouri	6313
Moniteau County	Missouri	6281
Monroe County	Missouri	6282
Montgomery County	Missouri	6285
Morgan County	Missouri	6284
Neosho City	Missouri	6290
New Madrid County	Missouri	6289
Newton County	Missouri	6286
Nixa City	Missouri	6208
Nodaway County	Missouri	6294
Northeast Ambulance And Fire Protection District	Missouri	13135
O'Fallon City	Missouri	6323
Oregon County	Missouri	6291
Osage County	Missouri	6293
Overland City	Missouri	6349
Ozark City	Missouri	6209
Ozark County	Missouri	6292
Pemiscot County	Missouri	6297
Perry County	Missouri	6296
Pettis County	Missouri	6295
Phelps County	Missouri	6298
Pike County	Missouri	6300
Platte County	Missouri	6301
Polk County	Missouri	6302
Poplar Bluff City	Missouri	6191
Pulaski County	Missouri	6307
Putnam County	Missouri	6305
Ralls County	Missouri	6306
Randolph County	Missouri	6310
Ray County	Missouri	6308
Raymore City	Missouri	6205
Raytown City	Missouri	6254
Republic City	Missouri	6237
Reynolds County	Missouri	6309
Ripley County	Missouri	6311
Rolla City	Missouri	6299
Saline County	Missouri	6312
Schuyler County	Missouri	6314
Scotland County	Missouri	6316
Scott County	Missouri	6318
Sedalia City	Missouri	6303
Shannon County	Missouri	6321

Shelby County	Missouri	6322	
Sikeston City	Missouri	6287	
Smithville City	Missouri	6215	
Springfield City	Missouri	6216	
St Charles County	Missouri	6320	
St Clair County	Missouri	6328	
St Francois County	Missouri	6329	
St Louis County	Missouri	6332	
St. Ann City	Missouri	6343	
St. Charles City	Missouri	6317	
St. Joseph City	Missouri	6190	
St. Louis City	Missouri	6354	
St. Peters City	Missouri	6325	
Ste Genevieve County	Missouri	6353	
Stoddard County	Missouri	6358	
Stone County	Missouri	6357	
Sullivan County	Missouri	6355	
Taney County	Missouri	6356	
Texas County	Missouri	6361	
Town And Country City	Missouri	6350	
Troy City	Missouri	6276	
Union City	Missouri	6235	
University City	Missouri	6347	
Vernon County	Missouri	6362	
Warren County	Missouri	6368	
Warrensburg City	Missouri	6264	
Washington City	Missouri	6233	
Washington County	Missouri	6360	
Wayne County	Missouri	6364	
Webb City	Missouri	6256	
Webster County	Missouri	6365	
Webster Groves City	Missouri	6346	
Wentzville City	Missouri	6326	
West Plains City	Missouri	6247	
Wildwood City	Missouri	6348	
Worth County	Missouri	6366	
Wright County	Missouri	6369	
Anaconda-Deer Lodge County	Montana	6534	0.0144801905140000000000
Beaverhead County	Montana	6522	0.0068414802250000000000
Big Horn County	Montana	6518	0.0085049036090000000000
Billings City	Montana	6582	0.0913311424130000000000
Blaine County	Montana	6520	0.0036910943370000000000

Bozeman City	Montana	6538	0.0201618865070000000000
Broadwater County	Montana	6523	0.0041432512640000000000
Butte-Silver Bow	Montana	6569	0.0561012604340000000000
Carbon County	Montana	6519	0.0071053605220000000000
Carter County	Montana	6524	0.0003746791040000000000
Cascade County	Montana	6525	0.0389930504800000000000
Chouteau County	Montana	6527	0.0040530634240000000000
Custer County	Montana	6530	0.0151390564500000000000
Daniels County	Montana	6532	0.0017876029080000000000
Dawson County	Montana	6528	0.0078006821330000000000
Fallon County	Montana	6533	0.0015435820110000000000
Fergus County	Montana	6535	0.0086670276690000000000
Flathead County	Montana	6529	0.0801417853690000000000
Gallatin County	Montana	6537	0.0402055727170000000000
Garfield County	Montana	6536	0.0003988385990000000000
Glacier County	Montana	6540	0.0152307093670000000000
Golden Valley County	Montana	6541	0.0002643036480000000000
Granite County	Montana	6539	0.0018313982370000000000
Great Falls City	Montana	6526	0.0435777797840000000000
Helena City	Montana	6548	0.0173606550420000000000
Hill County	Montana	6543	0.0184385329220000000000
Jefferson County	Montana	6542	0.0077708430870000000000
Judith Basin County	Montana	6544	0.0006148042280000000000
Kalispell City	Montana	6531	0.0247354327100000000000
Lake County	Montana	6546	0.0361750990640000000000
Lewis And Clark County	Montana	6545	0.0493267123340000000000
Liberty County	Montana	6547	0.0012103959730000000000
Lincoln County	Montana	6549	0.0219155976240000000000
Madison County	Montana	6550	0.0054980476730000000000
McCone County	Montana	6552	0.0008230353940000000000
Meagher County	Montana	6551	0.0009120863730000000000
Mineral County	Montana	6555	0.0075469099140000000000
Missoula City	Montana	6554	0.0443125585750000000000
Missoula County	Montana	6553	0.0802728336290000000000
Musselshell County	Montana	6559	0.0038955105940000000000
Park County	Montana	6558	0.0208318356530000000000
Petroleum County	Montana	6556	0.0001447429220000000000
Phillips County	Montana	6557	0.0020856223470000000000
Pondera County	Montana	6563	0.0040038739480000000000
Powder River County	Montana	6565	0.0015043864520000000000
Powell County	Montana	6562	0.0088727234900000000000
Prairie County	Montana	6560	0.0005720696530000000000
Ravalli County	Montana	6561	0.0369068192700000000000

Richland County	Montana	6564	0.0075415252810000000000
Roosevelt County	Montana	6566	0.0081829767820000000000
Rosebud County	Montana	6567	0.0056419819490000000000
Sanders County	Montana	6568	0.0106791345580000000000
Sheridan County	Montana	6574	0.0027003552250000000000
Stillwater County	Montana	6571	0.0050556040140000000000
Sweet Grass County	Montana	6570	0.0028365407660000000000
Teton County	Montana	6573	0.0057359038320000000000
Toole County	Montana	6572	0.0032580404870000000000
Treasure County	Montana	6575	0.0002265541380000000000
Valley County	Montana	6576	0.0055982912680000000000
Wheatland County	Montana	6580	0.0007209985080000000000
Wibaux County	Montana	6577	0.0006303730470000000000
Yellowstone County	Montana	6578	0.0730908895500000000000
Adams County	Nebraska	6832	0.0071304102640000000000
Antelope County	Nebraska	6834	0.0024063398000000000000
Arthur County	Nebraska	6833	0.0001108312780000000000
Banner County	Nebraska	6836	0.0001836746060000000000
Beatrice City	Nebraska	6873	0.0092482053820000000000
Bellevue City	Nebraska	6920	0.0247878800230000000000
Blaine County	Nebraska	6840	0.0001236409970000000000
Boone County	Nebraska	6838	0.0025334075070000000000
Box Butte County	Nebraska	6837	0.0074925336200000000000
Boyd County	Nebraska	6839	0.0009028474330000000000
Brown County	Nebraska	6844	0.0013751353540000000000
Buffalo County	Nebraska	6842	0.0096303203320000000000
Burt County	Nebraska	6841	0.0033656617700000000000
Butler County	Nebraska	6846	0.0028998056720000000000
Cass County	Nebraska	6851	0.0123563393440000000000
Cedar County	Nebraska	6845	0.0035025880090000000000
Chase County	Nebraska	6848	0.0017078988140000000000
Cherry County	Nebraska	6847	0.0030821615580000000000
Cheyenne County	Nebraska	6850	0.0074082630230000000000
Clay County	Nebraska	6852	0.0017729719910000000000
Colfax County	Nebraska	6849	0.0026704759130000000000
Columbus City	Nebraska	6911	0.0072912940610000000000
Cuming County	Nebraska	6853	0.0040198839780000000000
Custer County	Nebraska	6857	0.0048481379610000000000
Dakota County	Nebraska	6854	0.0039409176730000000000
Dawes County	Nebraska	6856	0.0065772931640000000000
Dawson County	Nebraska	6858	0.0075403163730000000000
Deuel County	Nebraska	6861	0.0015000558520000000000
Dixon County	Nebraska	6860	0.0021445714990000000000
Dodge County	Nebraska	6865	0.0183179963300000000000

Douglas County	Nebraska	6866	0.1491191114550000000000
Dundy County	Nebraska	6867	0.0015136303300000000000
Fillmore County	Nebraska	6868	0.0035414436670000000000
Franklin County	Nebraska	6863	0.0016301629870000000000
Fremont City	Nebraska	6864	0.0014769463930000000000
Frontier County	Nebraska	6862	0.0007326492600000000000
Furnas County	Nebraska	6871	0.0023154265810000000000
Gage County	Nebraska	6870	0.0053906513800000000000
Garden County	Nebraska	6872	0.0011321183640000000000
Garfield County	Nebraska	6876	0.0011044791770000000000
Gosper County	Nebraska	6874	0.0005285810720000000000
Grand Island City	Nebraska	6879	0.0150528611960000000000
Grant County	Nebraska	6881	0.0001670754060000000000
Greeley County	Nebraska	6875	0.0010069968720000000000
Hall County	Nebraska	6878	0.0130232143970000000000
Hamilton County	Nebraska	6877	0.0032855532280000000000
Harlan County	Nebraska	6880	0.0018311574310000000000
Hastings City	Nebraska	6835	0.0077381586350000000000
Hayes County	Nebraska	6884	0.0004642089240000000000
Hitchcock County	Nebraska	6883	0.0014287273360000000000
Holt County	Nebraska	6882	0.0043190862690000000000
Hooker County	Nebraska	6885	0.0001953911110000000000
Howard County	Nebraska	6886	0.0031175905050000000000
Jefferson County	Nebraska	6890	0.0046215878090000000000
Johnson County	Nebraska	6887	0.0036742813850000000000
Kearney City	Nebraska	6843	0.0131286629460000000000
Kearney County	Nebraska	6891	0.0032840874390000000000
Keith County	Nebraska	6888	0.0055861209280000000000
Keya Paha County	Nebraska	6894	0.0002077007950000000000
Kimball County	Nebraska	6889	0.0020745175820000000000
Knox County	Nebraska	6892	0.0042621803290000000000
La Vista City	Nebraska	6928	0.0069485397060000000000
Lancaster County	Nebraska	6896	0.0795305993400000000000
Lexington City	Nebraska	6859	0.0026722358400000000000
Lincoln City	Nebraska	6895	0.0895849934370000000000
Lincoln County	Nebraska	6893	0.0075884618950000000000
Logan County	Nebraska	6897	0.0001922536370000000000
Loup County	Nebraska	6898	0.0001630702240000000000
Madison County	Nebraska	6899	0.0101980855150000000000
Mcpherson County	Nebraska	6900	0.0001336515010000000000
Merrick County	Nebraska	6904	0.0055711492930000000000
Morrill County	Nebraska	6903	0.0026408071730000000000
Nance County	Nebraska	6907	0.0018202203920000000000
Nemaha County	Nebraska	6905	0.0058621402250000000000

Norfolk City	Nebraska	6901	0.0068559646070000000000
North Platte City	Nebraska	6902	0.0126687141240000000000
Nuckolls County	Nebraska	6908	0.0026062410300000000000
Omaha City	Nebraska	6869	0.1678360327330000000000
Otoe County	Nebraska	6909	0.0081145378900000000000
Papillion City	Nebraska	6922	0.0119434526350000000000
Pawnee County	Nebraska	6912	0.0024493035880000000000
Perkins County	Nebraska	6906	0.0009387421000000000000
Phelps County	Nebraska	6910	0.0044531642700000000000
Pierce County	Nebraska	6913	0.0027916069310000000000
Platte County	Nebraska	6917	0.0050546327900000000000
Polk County	Nebraska	6914	0.0021260358900000000000
Red Willow County	Nebraska	6919	0.0067822829850000000000
Region 1 - Behavioral Health Authority	Nebraska	14709	0.0000000000000000000000
Region 2 - Human Services	Nebraska	14710	0.0000000000000000000000
Region 3 - Behavioral Health Services	Nebraska	14711	0.0000000000000000000000
Region 4 - Behavioral Health Systems	Nebraska	14712	0.0000000000000000000000
Region 5 - Systems	Nebraska	14713	0.0000000000000000000000
Region 6 - Behavioral Healthcare	Nebraska	14714	0.0000000000000000000000
Richardson County	Nebraska	6918	0.0067806407130000000000
Rock County	Nebraska	6915	0.0004206323480000000000
Saline County	Nebraska	6916	0.0064314153180000000000
Sarpy County	Nebraska	6921	0.0412050964070000000000
Saunders County	Nebraska	6923	0.0091473404870000000000
Scotts Bluff County	Nebraska	6925	0.0184289256540000000000
Scottsbluff City	Nebraska	6926	0.0051595371830000000000
Seward County	Nebraska	6930	0.0076374506140000000000
Sheridan County	Nebraska	6924	0.0018140925130000000000
Sherman County	Nebraska	6929	0.0011982602430000000000
Sioux County	Nebraska	6931	0.0003557307520000000000
South Sioux City	Nebraska	6855	0.0044313686280000000000
Stanton County	Nebraska	6933	0.0021620629180000000000
Thayer County	Nebraska	6934	0.0020595753610000000000
Thomas County	Nebraska	6927	0.0001735709580000000000
Thurston County	Nebraska	6936	0.0025641596570000000000
Valley County	Nebraska	6932	0.0031039571990000000000
Washington County	Nebraska	6935	0.0078785557060000000000
Wayne County	Nebraska	6937	0.0035100346080000000000
Webster County	Nebraska	6942	0.0016523557150000000000

Wheeler County	Nebraska	6938	0.0002101568490000000000
York County	Nebraska	6939	0.0083219396450000000000
Boulder City	Nevada	7297	0.0014786604520000000000
Carson City	Nevada	7296	0.0181460075370000000000
Central Lyon County Fire Protection District	Nevada	13500	0.0001509226180000000000
Churchill County	Nevada	7305	0.0070130519880000000000
Clark County	Nevada	7300	0.6692480268340000000000
Douglas County	Nevada	7301	0.0166014624720000000000
Elko County	Nevada	7313	0.0108257452250000000000
Ely City	Nevada	7327	0.0000661728070000000000
Esmeralda County	Nevada	7304	0.0004972914480000000000
Eureka County	Nevada	7306	0.0010335736230000000000
Fernley City	Nevada	7314	0.0001445069910000000000
Henderson City	Nevada	7303	0.0230206439740000000000
Humboldt County	Nevada	7309	0.0101927247310000000000
Lander County	Nevada	7310	0.0036274387910000000000
Las Vegas City	Nevada	7307	0.0472069707730000000000
Lincoln County	Nevada	7311	0.0023732842190000000000
Lyon County	Nevada	7312	0.0157213968720000000000
Mesquite City	Nevada	7302	0.0014650695440000000000
Mineral County	Nevada	7316	0.0059929302530000000000
North Las Vegas City	Nevada	7299	0.0242588668920000000000
North Lyon County Fire Protection District	Nevada	13504	0.0000518291500000000000
Nye County	Nevada	7317	0.0160168415760000000000
Pershing County	Nevada	7315	0.0036244987910000000000
Reno City	Nevada	7321	0.0135628633830000000000
Sparks City	Nevada	7322	0.0042532292180000000000
Storey County	Nevada	7320	0.0012639086200000000000
Washoe County	Nevada	7318	0.0911394888280000000000
West Wendover City	Nevada	7319	0.0005640157940000000000
White Pine County	Nevada	7325	0.0104585765940000000000
Alamance County	North Carolina	6581	0.00013780289676124900
Alexander County	North Carolina	6584	0.00510007879580514
Alleghany County	North Carolina	6591	0.00149090598929352
Anson County	North Carolina	6586	0.00182192960366522
Ashe County	North Carolina	6589	0.00338639188321974
Asheville City	North Carolina	6600	0.00235814724255298
Avery County	North Carolina	6588	0.0026599676693500602
Beaufort County	North Carolina	6592	.004778884348878579
Bertie County	North Carolina	6590	0.00139468575095652
Bladen County	North Carolina	6597	0.00429217809476617
Brunswick County	North Carolina	6594	0.021132385075912

Buncombe County	North Carolina	6598	0.0251158785732273
Burke County	North Carolina	6595	0.0209019682704727
Cabarrus County	North Carolina	6602	0.0189702931691348
Caldwell County	North Carolina	6605	0.0127630114619465
Camden County	North Carolina	6607	0.000730364004126626
Canton Town	North Carolina	6669	0.00011453823221205001
Carteret County	North Carolina	6609	0.011284655938523
Cary Town	North Carolina	6619	0
Caswell County	North Carolina	6608	0.00172920237524674
Catawba County	North Carolina	6610	0.0207269522269969
Charlotte City	North Carolina	6694	0
Chatham County	North Carolina	6611	0.00451520271642446
Cherokee County	North Carolina	6617	0.00782759152904478
Chowan County	North Carolina	6612	0.00113705596126821
Clay County	North Carolina	6614	0.00224429948904576
Cleveland County	North Carolina	6616	0.011199280277491199
Columbus County	North Carolina	6623	0.012209369389860501
Concord City	North Carolina	6601	0
Craven County	North Carolina	6622	0.0133686019024719
Cumberland County	North Carolina	6625	0.0263729965963461
Currituck County	North Carolina	6631	0.00186778551294444
Dare County	North Carolina	6630	0.00533126731273811
Davidson County	North Carolina	6634	0.019402695303932502
Davie County	North Carolina	6639	0.00513147526867745
Duplin County	North Carolina	6635	0.00382785147396895
Durham City	North Carolina	6642	0.00380405026684971
Durham County	North Carolina	6638	0.0179960277166275
Edgecombe County	North Carolina	6643	0.004171019390266689
Fayetteville City	North Carolina	6624	0.00309769055181433
Forsyth County	North Carolina	6646	0.0306845080948474
Franklin County	North Carolina	6654	0.00500503643290578
Gaston County	North Carolina	6652	0.0335593771069755
Gastonia City	North Carolina	6651	0
Gates County	North Carolina	6657	0.000795675166324135
Graham County	North Carolina	6655	0.00183484561708488
Granville County	North Carolina	6659	0.0059010340934014605
Greene County	North Carolina	6658	0.00123274818647799
Greensboro City	North Carolina	6660	0.00527391696384329
Greenville City	North Carolina	6720	0.00162656474659432
Guilford County	North Carolina	6662	0.033750152311479
Halifax County	North Carolina	6665	0.00453161173976264
Harnett County	North Carolina	6666	0.0098898077219889
Haywood County	North Carolina	6667	0.008033151101110449
Henderson City	North Carolina	6749	0.00032253478794180504

Henderson County	North Carolina	6673	0.013815950870409299
Hertford County	North Carolina	6670	0.00206843050128754
Hickory City	North Carolina	6599	0.0009487583568231479
High Point City	North Carolina	6633	0.0020642876290585897
Hoke County	North Carolina	6672	0.0033248580457015697
Hyde County	North Carolina	6675	0.000272373540856031
Iredell County	North Carolina	6674	0.021159313745400202
Jackson County	North Carolina	6679	0.005077577313306741
Jacksonville City	North Carolina	6714	0.0009500986978383951
Johnston County	North Carolina	6678	0.0125088746821767
Jones County	North Carolina	6680	0.000879669869946305
Lee County	North Carolina	6684	0.00653115683614534
Lenoir County	North Carolina	6686	0.00604282592625687
Lincoln County	North Carolina	6689	0.00926833627125253
Macon County	North Carolina	6688	0.00466767666100745
Madison County	North Carolina	6693	0.00237776496104888
Martin County	North Carolina	6692	0.00232882220579515
Mcdowell County	North Carolina	6691	0.00587544576492856
Mecklenburg County	North Carolina	6695	0.06285785074287381
Mitchell County	North Carolina	6704	0.00309314151564137
Montgomery County	North Carolina	6702	0.00226050543041193
Moore County	North Carolina	6708	0.009717391127754809
Nash County	North Carolina	6705	0.00845653639635102
New Hanover County	North Carolina	6706	0.0289726489200101
Northampton County	North Carolina	6709	0.00120996238921878
Onslow County	North Carolina	6711	0.0164400136471085
Orange County	North Carolina	6713	0.0105583941902309
Pamlico County	North Carolina	6715	0.00119936151028001
Pasquotank County	North Carolina	6716	0.00374816210815334
Pender County	North Carolina	6718	0.00585749331860312
Perquimans County	North Carolina	6717	0.00111833180344914
Person County	North Carolina	6721	0.004030242967271311
Pitt County	North Carolina	6719	0.000136900806641593
Polk County	North Carolina	6727	0.00266142985954851
Raleigh City	North Carolina	6640	0
Randolph County	North Carolina	6723	0.0152543398617418
Richmond County	North Carolina	6725	0.007491328399795289
Robeson County	North Carolina	6728	0.0135973534357408
Rockingham County	North Carolina	6724	0.013653688374775602
Rowan County	North Carolina	6731	0.0233521928791337
Rutherford County	North Carolina	6732	0.00928941617994687
Sampson County	North Carolina	6734	0.00619513740526226
Scotland County	North Carolina	6736	0.00449148274209402
Stanly County	North Carolina	6738	0.007249742085895549

Stokes County	North Carolina	6737	0.006239531124343029
Surry County	North Carolina	6740	0.0141082670609165
Swain County	North Carolina	6742	0.0028116292860450197
Transylvania County	North Carolina	6743	0.00497595509451435
Tyrrell County	North Carolina	6745	0.000414409072077854
Union County	North Carolina	6744	0.014667026798697
Vance County	North Carolina	6750	0.0053625825528216195
Wake County	North Carolina	6754	0.056100176275151695
Warren County	North Carolina	6760	0.00106390583495122
Washington County	North Carolina	6758	0.0007477072045360391
Watauga County	North Carolina	6757	0.00469675799939888
Wayne County	North Carolina	6762	0.00970699333078804
Wilkes County	North Carolina	6763	0.019971771605891
Wilmington City	North Carolina	6710	0.00119497493968465
Wilson County	North Carolina	6765	0.006464708414904589
Winston-Salem City	North Carolina	6645	0.00494459923803644
Yadkin County	North Carolina	6764	0.005621471450736381
Yancey County	North Carolina	6768	0.0038211497688927197
Aberdeen Village	Ohio	7634	0.0000818829935220100000
Ada Village	Ohio	8258	0.0000727042878362355000
Adams County	Ohio	7464	0.0032528780735393700000
Adams Township	Ohio	7706	0.00000012872851906656700
Adams Township	Ohio	7770	0.00000029241577607122200
Adams Township	Ohio	7937	0.00000156681424528529000
Adams Township	Ohio	8775	0.00000002919010281583810
Adams Township	Ohio	8855	0.00000009393681440879840
Adams Township	Ohio	9167	0.00000035682429207204900
Adams Township	Ohio	9415	0.00000010954413642070100
Adamsville Village	Ohio	8845	0.00000008530176090433000
Addyston Village	Ohio	8193	0.0000236158204196025000
Adelphi Village	Ohio	9098	0.00000187931866061518000
Adena Village	Ohio	8303	0.00000033422537883469600
Aid Township	Ohio	8491	0.00000030933965119390100
Akron City	Ohio	9235	0.0082522660559478700000
Albany Village	Ohio	7554	0.00000182508367731613000
Alexander Township	Ohio	7560	0.00000011711766913153400
Alexandria Village	Ohio	8506	0.00000052069474463022000
Alger Village	Ohio	8263	0.00000048382484402815300
Allen County	Ohio	7480	0.0038329804600574800000
Allen Township	Ohio	7934	0.00000062211742091576100
Allen Township	Ohio	8250	0.00000055282110719741300
Allen Township	Ohio	8902	0.00000055970229731952200
Allen Township	Ohio	9342	0.00000267071782649405000
Alliance City	Ohio	8653	0.0008329828002592810000

Amanda Township	Ohio	8020	0.0000173969517836584000
Amanda Township	Ohio	8253	0.0000015136768411351300
Amanda Village	Ohio	8008	0.0000054150572392991100
Amberley Village	Ohio	8194	0.0001799337840566500000
Amboy Township	Ohio	8100	0.0000161485279374733000
Amelia Village	Ohio	7736	0.0001299546521856930000
American Township	Ohio	7492	0.0001815834029313130000
Ames Township	Ohio	7564	0.0000040015203621265400
Amesville Village	Ohio	7555	0.0000008783825184932410
Amherst City	Ohio	8566	0.0003228648077959400000
Amherst Township	Ohio	8582	0.0001258625521937840000
Amsterdam Village	Ohio	8405	0.0000037314220017820800
Anderson Township	Ohio	8224	0.0007125409127847390000
Andover Township	Ohio	7529	0.0000098954693133009100
Andover Village	Ohio	7521	0.0000379326323688209000
Anna Village	Ohio	9178	0.0000269249852995465000
Ansonia Village	Ohio	7919	0.0000139400385058946000
Antioch Village	Ohio	8761	0.0000002919010281583810
Antwerp Village	Ohio	8916	0.0000086930143552161000
Apple Creek Village	Ohio	9433	0.0000045255189647330800
Aquilla Village	Ohio	8126	0.0000000896286354900282
Arcadia Village	Ohio	8245	0.0000001974361097137470
Arcanum Village	Ohio	7917	0.0000320275264849201000
Archbold Village	Ohio	8090	0.0001581639509345790000
Arlington Heights Village	Ohio	8196	0.0000225210472875554000
Arlington Village	Ohio	8242	0.0000161829967607627000
Ashland City	Ohio	7504	0.0006348898676042930000
Ashland County	Ohio	7502	0.0019332339340147100000
Ashley Village	Ohio	7969	0.0000113554866575286000
Ashtabula City	Ohio	7523	0.0008719007961550400000
Ashtabula County	Ohio	7519	0.0069571746252574200000
Ashtabula Township	Ohio	7530	0.0001637150423072220000
Ashville Village	Ohio	8960	0.0000230208758708869000
Athalia Village	Ohio	8484	0.0000001628103427359010
Athens City	Ohio	7562	0.0006563469374151540000
Athens County	Ohio	7553	0.0042929481621124100000
Athens Township	Ohio	7567	0.0000242043182872556000
Athens Township	Ohio	8288	0.0000029489348099685100
Attica Village	Ohio	9163	0.0000074181892300465200
Atwater Township	Ohio	9000	0.0000044510702197630500
Auburn Township	Ohio	7838	0.0000071296518913910400
Auburn Township	Ohio	8130	0.0000636363311985396000
Auburn Township	Ohio	9319	0.0000000922761909456682

Auglaize County	Ohio	7578	0.0015438552180414400000
Auglaize Township	Ohio	7485	0.00000095771836988736800
Auglaize Township	Ohio	8929	0.00000006844893193028390
Augusta Township	Ohio	7688	0.00000043865784942869600
Aurelius Township	Ohio	9409	0.00000000782458117294569
Aurora City	Ohio	9001	0.0002758141802989690000
Austinburg Township	Ohio	7533	0.00000045079360205097300
Austintown Township	Ohio	8641	0.0008335196198564210000
Avon City	Ohio	8571	0.0006833971765058960000
Avon Lake City	Ohio	8569	0.0006210131288928450000
Bailey Lakes Village	Ohio	7512	0.00000007617154980509840
Bainbridge Township	Ohio	8128	0.0003805631862847270000
Bainbridge Village	Ohio	9100	0.0000212805201276295000
Bairdstown Village	Ohio	9474	0.00000005733397339286370
Ballville Township	Ohio	9125	0.0000201538996326559000
Baltic Village	Ohio	9336	0.00000088123164987917800
Baltimore Village	Ohio	8011	0.0000295290365805718000
Barberton City	Ohio	9238	0.0010902352830090200000
Barlow Township	Ohio	9412	0.00000030515866573626100
Barnesville Village	Ohio	7602	0.0001000727745523260000
Barnhill Village	Ohio	9299	0.00000061825047933786300
Bartlow Township	Ohio	8315	0.00000010140716816558300
Batavia Township	Ohio	7750	0.00000004843030516146660
Batavia Village	Ohio	7735	0.0000447173151003268000
Batesville Village	Ohio	8876	0.00000004845608960331690
Bath Township	Ohio	7491	0.0000829384108332105000
Bath Township	Ohio	8153	0.00000016427421424948100
Bath Township	Ohio	9255	0.0004584241247168050000
Baughman Township	Ohio	9444	0.00000012671453101037100
Bay Township	Ohio	8903	0.00000005146687791412910
Bay View Village	Ohio	7992	0.00000121613408973614000
Bay Village City	Ohio	7856	0.0002763555739632380000
Bazetta Township	Ohio	9275	0.0003103987031001570000
Beach City Village	Ohio	9200	0.00000061163799828295200
Beachwood City	Ohio	7861	0.0005368009997307960000
Beallsville Village	Ohio	8763	0.00000014804808142030800
Bearfield Township	Ohio	8951	0.00000051379342927548000
Beaver Township	Ohio	8644	0.0001387282171602360000
Beaver Township	Ohio	8984	0.00000031654338586879100
Beaver Village	Ohio	8980	0.00000017409886223322300
Beavercreek City	Ohio	8151	0.0007900623386433610000
Beavercreek Township	Ohio	8154	0.0012630754438136200000
Beaverdam Village	Ohio	7481	0.00000007023268045804780
Bedford City	Ohio	7857	0.0004024897487781450000

Bedford Heights City	Ohio	7859	0.0003621223727863400000
Bedford Township	Ohio	7822	0.0000002867019401234510
Bellaire Village	Ohio	7603	0.00000096122533450513100
Bellbrook City	Ohio	8147	0.0002228331400371540000
Belle Center Village	Ohio	8543	0.00000048994044780565900
Belle Valley Village	Ohio	8874	0.00000010054211658087100
Bellefontaine City	Ohio	8538	0.0006830629656626780000
Bellevue City	Ohio	8009	0.0002807866441380600000
Bellville Village	Ohio	9074	0.00000105258928005076000
Belmont County	Ohio	7601	0.0045932086771635200000
Belmont Village	Ohio	7604	0.00000105339762685383000
Belmore Village	Ohio	9050	0.00000023257389979839900
Beloit Village	Ohio	8631	0.00000351996968924083000
Belpre City	Ohio	9400	0.0000931125159561140000
Belpre Township	Ohio	9414	0.00000087635309135483000
Bennington Township	Ohio	8520	0.00000052069474463022000
Bennington Township	Ohio	8835	0.00000013822616919661200
Bentleyville Village	Ohio	7860	0.00000187221743775039000
Benton Ridge Village	Ohio	8240	0.00000008559995970302070
Benton Township	Ohio	8345	0.00000010206650319600000
Benton Township	Ohio	8905	0.00000074626972974140200
Benton Township	Ohio	8921	0.00000023272636856619800
Benton Township	Ohio	8985	0.00000034819772447722300
Berea City	Ohio	7858	0.0002747645591328940000
Bergholz Village	Ohio	8412	0.00000022388532010961900
Berkey Village	Ohio	8597	0.00000034082025461816800
Berkshire Township	Ohio	7973	0.00000006952338769942960
Berlin Heights Village	Ohio	7988	0.00000085615839917187400
Berlin Township	Ohio	7975	0.00000001544964171095440
Berlin Township	Ohio	8000	0.00000012647794533288200
Berlin Township	Ohio	8362	0.00000007625754249342270
Berlin Township	Ohio	8639	0.00000140338660811091000
Bern Township	Ohio	7565	0.00000012687747489406700
Berne Township	Ohio	8018	0.00000015260484020800300
Bethel Township	Ohio	7724	0.0001293586793808460000
Bethel Township	Ohio	8769	0.00000004670416450426330
Bethel Village	Ohio	7742	0.00000539190730806282000
Bethesda Village	Ohio	7605	0.00000064520604644089900
Bethlehem Township	Ohio	7826	0.00000007167548503086290
Bethlehem Township	Ohio	9215	0.00000141788808690050000
Bettsville Village	Ohio	9165	0.00000089206073018012100
Beverly Village	Ohio	9402	0.00000183095199444451000
Bexley City	Ohio	8054	0.0004295302946204010000
Big Island Township	Ohio	8664	0.00000052243752651974000

Black Creek Township	Ohio	8729	0.00000014365739077463800
Blakeslee Village	Ohio	9459	0.00000005886995709095940
Blanchard Township	Ohio	8249	0.00000013820527680070000
Blanchard Township	Ohio	9062	0.00000060469213946613800
Blanchester Village	Ohio	7786	0.0001073583635006650000
Blendon Township	Ohio	8076	0.0002646839194805380000
Bloom Township	Ohio	8019	0.0001110200212507830000
Bloom Township	Ohio	8819	0.00000016048504257550800
Bloom Township	Ohio	9140	0.00000007987892403662390
Bloom Township	Ohio	9162	0.00000092962118196725400
Bloomdale Village	Ohio	9478	0.00000053320595255794300
Bloomfield Township	Ohio	8402	0.0000124181179604361000
Bloomfield Township	Ohio	8553	0.00000000934167075575526
Bloomington Village	Ohio	8036	0.00000019463347112149400
Bloomington Village	Ohio	8408	0.00000020895963210141300
Bloomington Township	Ohio	9081	0.00000016707766349776900
Bloomville Village	Ohio	9161	0.00000041316496976621700
Blue Ash City	Ohio	8197	0.0007977768209159520000
Blue Creek Township	Ohio	8930	0.00000007187137852652870
Blue Rock Township	Ohio	8859	0.00000010333049585075600
Bluffton Village	Ohio	7501	0.0000494800666525631000
Boardman Township	Ohio	8643	0.0013191834116129400000
Bokes Creek Township	Ohio	8554	0.0000125178388126204000
Bolivar Village	Ohio	9301	0.00000041524285924069000
Boston Heights Village	Ohio	9236	0.0000722972482556587000
Boston Township	Ohio	9253	0.00000034298320020499700
Botkins Village	Ohio	9180	0.0000182823974255082000
Bowerston Village	Ohio	8276	0.00000005361699654610650
Bowersville Village	Ohio	8144	0.00000008581071619586430
Bowling Green City	Ohio	9480	0.0007049212028532440000
Bowling Green Township	Ohio	8517	0.00000003471298297534800
Braceville Township	Ohio	9281	0.0000352870953633556000
Bradford Village	Ohio	8759	0.0000268405564874784000
Bradner Village	Ohio	9481	0.00000086000960089295600
Brady Lake Village	Ohio	8999	0.00000023967301183401700
Brady Township	Ohio	9462	0.00000047095965671689900
Bratenahl Village	Ohio	7864	0.0000480634476603673000
Bratton Township	Ohio	7470	0.00000007403561353723460
Brecksville City	Ohio	7865	0.0002257021021798100000
Bremen Village	Ohio	8013	0.00000064094032885744600
Brewster Village	Ohio	9202	0.0000551400922691010000
Brice Village	Ohio	8072	0.00000052207311868127300

Bridgeport Village	Ohio	7609	0.0000472712185062409000
Bridgewater Township	Ohio	9467	0.0000039001346571615700
Brighton Township	Ohio	8581	0.00000001824094959343080
Brimfield Township	Ohio	9012	0.0001048474318449240000
Bristol Township	Ohio	8821	0.00000012036378192961000
Bristol Township	Ohio	9278	0.0002364714399656090000
Broadview Heights City	Ohio	7863	0.0002123819781152730000
Bronson Township	Ohio	8380	0.0000087412950168877300
Brook Park City	Ohio	7866	0.0003648233979509050000
Brookfield Township	Ohio	8882	0.00000004845608960331690
Brookfield Township	Ohio	9276	0.0003244496732129780000
Brooklyn City	Ohio	7862	0.0001989138526737380000
Brooklyn Heights Village	Ohio	7867	0.0000944988801575905000
Brookside Village	Ohio	7607	0.00000010533976268538300
Brookville City	Ohio	8785	0.0002028854464338690000
Broughton Village	Ohio	8917	0.00000000684489319302839
Brown County	Ohio	7627	0.0043578013006932200000
Brown Township	Ohio	7687	0.0000088751704418479800
Brown Township	Ohio	7935	0.0000073732435071298000
Brown Township	Ohio	7977	0.0000000772482085534251
Brown Township	Ohio	8071	0.0000036473601442116300
Brown Township	Ohio	8443	0.0000365478817879008000
Brown Township	Ohio	8750	0.0000057431056011794700
Brown Township	Ohio	8931	0.00000012320807747558900
Brown Township	Ohio	9376	0.0000003653510027899120
Brunswick City	Ohio	8683	0.0011213441128445400000
Brunswick Hills Township	Ohio	8686	0.0001878859613144560000
Brush Creek Township	Ohio	8425	0.00000011940550405756500
Brush Creek Township	Ohio	9143	0.0000103842601247342000
Brushcreek Township	Ohio	8329	0.0000560486354722652000
Bryan City	Ohio	9458	0.0002672696051904770000
Buchtel Village	Ohio	7576	0.00000017317647982874200
Buckeye Lake Village	Ohio	8037	0.0000379858234617117000
Buckland Village	Ohio	7577	0.00000010004461937814300
Bucks Township	Ohio	9316	0.00000026760095373947400
Bucyrus City	Ohio	7834	0.0004374550696184690000
Bucyrus Township	Ohio	7842	0.00000020370433975056600
Buffalo Township	Ohio	8883	0.00000006460811947108920
Burbank Village	Ohio	9431	0.00000014599765055433900
Burgoon Village	Ohio	9118	0.00000014351009285200800
Burkettsville Village	Ohio	8739	0.00000001905834825588960

Burlington Township	Ohio	8521	0.0000121495440411024000
Burton Township	Ohio	8133	0.0000212419866113549000
Burton Village	Ohio	8123	0.0000338796242144601000
Butler County	Ohio	7655	0.0251793099542582000000
Butler Township	Ohio	7794	0.0000165795887505596000
Butler Township	Ohio	7938	0.0000062211742091576100
Butler Township	Ohio	8724	0.0000196895129710194000
Butler Township	Ohio	8803	0.0002884409030882690000
Butler Township	Ohio	9082	0.0000036757085968701000
Butler Village	Ohio	9077	0.0000045110969144263000
Butlerville Village	Ohio	9383	0.0000017482067301181100
Byesville Village	Ohio	8165	0.0000173183169649771000
Byrd Township	Ohio	7638	0.0000171315482903316000
Cadiz Township	Ohio	8291	0.0000125106325275146000
Cadiz Village	Ohio	8283	0.0000394084924621291000
Caesarscreek Township	Ohio	8158	0.0000043484350830269600
Cairo Village	Ohio	7486	0.0000003830873479603350
Caldwell Village	Ohio	8879	0.0000167981110626448000
Caledonia Village	Ohio	8656	0.0000066472131462273000
Cambridge City	Ohio	8167	0.0006257515409304110000
Cambridge Township	Ohio	8178	0.0000008913839614354170
Camden Township	Ohio	8585	0.0000029185519349166100
Camden Village	Ohio	9028	0.0000291237217312865000
Camp Creek Township	Ohio	8989	0.0000018201244687994300
Campbell City	Ohio	8634	0.0001937133645945130000
Canaan Township	Ohio	8841	0.0000008293570151796690
Canaan Township	Ohio	9445	0.0000022808615582082300
Canal Fulton City	Ohio	9207	0.0001342823423494580000
Canal Winchester City	Ohio	8035	0.0000159218919064003000
Canfield City	Ohio	8633	0.0003186377790442900000
Canfield Township	Ohio	8646	0.0000226612427702294000
Canton City	Ohio	9204	0.0045944207637337100000
Canton Township	Ohio	9216	0.0002231551969478910000
Cardington Village	Ohio	8824	0.0000247701295198496000
Carey Village	Ohio	9517	0.0000451729360643739000
Carlisle Township	Ohio	8583	0.0000435046647811556000
Carlisle Village	Ohio	8815	0.0000764712044149345000
Carroll County	Ohio	7679	0.0011939654580808700000
Carroll Township	Ohio	8904	0.0000294004540076044000
Carroll Village	Ohio	8022	0.0000081643589511820200
Carrollton Village	Ohio	7684	0.0000574335742380185000
Carryall Township	Ohio	8932	0.0000004791425235281510
Carthage Township	Ohio	7568	0.0000022447553250323000

Cass Township	Ohio	8857	0.0000018787362882029100
Cass Township	Ohio	9084	0.0000073514171940096000
Casstown Village	Ohio	8737	0.0000049986289492345900
Castalia Village	Ohio	7996	0.0000107019799898505000
Castine Village	Ohio	7920	0.0000049538979814959600
Catawba Island Township	Ohio	8906	0.0000564205649118486000
Catawba Village	Ohio	7717	0.0000021665985709103300
Cecil Village	Ohio	8919	0.0000001026733978954260
Cedarville Township	Ohio	8157	0.0000344975849913673000
Cedarville Village	Ohio	8145	0.0000340144255402120000
Celina City	Ohio	8718	0.0001551499820382250000
Center Township	Ohio	7692	0.0000015302018003232600
Center Township	Ohio	7796	0.0000031164640507517400
Center Township	Ohio	8179	0.0000017827679228708300
Center Township	Ohio	8730	0.0000039717043331336200
Center Township	Ohio	8776	0.0000050206976840870700
Center Township	Ohio	8818	0.0000005015157580467770
Center Township	Ohio	8884	0.0000016152029868041700
Center Township	Ohio	9468	0.0000047831840136067800
Center Township	Ohio	9503	0.0000023506929091128000
Centerburg Village	Ohio	8441	0.0000387159764681334000
Centerville City	Ohio	8808	0.0005539707131270400000
Centerville Village	Ohio	8108	0.0000047393053958414200
Cessna Township	Ohio	8269	0.0000010401185670464700
Chagrin Falls Township	Ohio	7912	0.0000000370003446186251
Chagrin Falls Village	Ohio	7870	0.0001172170917544550000
Champaign County	Ohio	7695	0.0021253078497842300000
Champion Township	Ohio	9279	0.0002656910709678200000
Chardon City	Ohio	8124	0.0004489498351776790000
Chardon Township	Ohio	8129	0.0000368373691875950000
Charlestown Township	Ohio	9013	0.0000001141300056364010
Chatfield Township	Ohio	7841	0.0000077407649104299100
Chatfield Village	Ohio	7835	0.0000008148173589968750
Chatham Township	Ohio	8685	0.0000035387585414983700
Chauncey Village	Ohio	7563	0.0000007807844608948550
Cherry Fork Village	Ohio	7466	0.0000039933128548805400
Cherry Valley Township	Ohio	7534	0.0000043979863614072000
Chesapeake Village	Ohio	8485	0.0000205141031848205000
Cheshire Township	Ohio	8113	0.0000098296704505642000
Cheshire Village	Ohio	8111	0.0000015797684652894500
Chester Township	Ohio	7772	0.0000179626833871167000
Chester Township	Ohio	8135	0.0002367092263303310000

Chester Township	Ohio	8838	0.0000048102706879289300
Chester Township	Ohio	9451	0.0000039462525373140600
Chesterhill Village	Ohio	8817	0.0000008978944380777490
Chesterville Village	Ohio	8830	0.0000004976142090970250
Cheviot City	Ohio	8195	0.0001658581295017590000
Chickasaw Village	Ohio	8721	0.0000030451337484629500
Chillicothe City	Ohio	9101	0.0029187477021555800000
Chilo Village	Ohio	7743	0.0000014401683379816100
Chippewa Lake Village	Ohio	8678	0.0000047552067900963400
Chippewa Township	Ohio	9449	0.0000242205774991351000
Christiansburg Village	Ohio	7697	0.0000023765265058318900
Cincinnati City	Ohio	8198	0.0180044043350549000000
Circleville City	Ohio	8964	0.0032327497152708300000
Circleville Township	Ohio	8968	0.0000060054458793266600
Claibourne Township	Ohio	9344	0.0000001976218264838840
Claridon Township	Ohio	8132	0.0000241101029470789000
Clarington Village	Ohio	8762	0.0000004670416450426330
Clark County	Ohio	7711	0.0113799952702209000000
Clark Township	Ohio	7639	0.0000502331839685079000
Clark Township	Ohio	7771	0.0000102345521624928000
Clarksburg Village	Ohio	9104	0.0000002763703912693150
Clarksfield Township	Ohio	8381	0.0000069416166311450600
Clarksville Village	Ohio	7765	0.0000039684998179554900
Clay Center Village	Ohio	8896	0.0000005790023765272170
Clay Township	Ohio	7583	0.0000041685258075124100
Clay Township	Ohio	8326	0.0000033840685568719200
Clay Township	Ohio	8800	0.0000544545885551507000
Clay Township	Ohio	8858	0.0000037574725765135800
Clay Township	Ohio	8907	0.0000246397678011536000
Clay Township	Ohio	9151	0.0000607079822685885000
Clay Township	Ohio	9321	0.0000004613809547148710
Clayton City	Ohio	8787	0.0003513163043125860000
Clayton Township	Ohio	8949	0.0000040297523865324600
Clear Creek Township	Ohio	9395	0.0008187536026326660000
Clearcreek Township	Ohio	8025	0.0000102245242937745000
Clermont County	Ohio	7732	0.0179319662237407000000
Cleveland City	Ohio	7873	0.0168625000564224000000
Cleveland Heights City	Ohio	7869	0.0008066815133931160000
Cleves Village	Ohio	8200	0.0000299498649702461000
Clifton Village	Ohio	7728	0.0000028063531044388700
Clinton County	Ohio	7763	0.0037489791176020500000
Clinton Township	Ohio	8073	0.0001009818141882220000
Clinton Township	Ohio	8098	0.0000060700140474152200
Clinton Township	Ohio	9168	0.0000069486835823706100

Clinton Township	Ohio	9189	0.0000051523120016802600
Clinton Township	Ohio	9372	0.0000026792406870362200
Clinton Township	Ohio	9447	0.0000018102075858932300
Clinton Village	Ohio	9239	0.0000106505309539610000
Cloverdale Village	Ohio	9048	0.0000018605911983656400
Clyde City	Ohio	9120	0.0002059423693562350000
Coal Grove Village	Ohio	8488	0.0000468893787073143000
Coal Township	Ohio	8399	0.0000046567942352309000
Coal Township	Ohio	8948	0.0000033245457189364300
Coalton Village	Ohio	8390	0.0000227665495941329000
Coitsville Township	Ohio	8647	0.0000449773904730341000
Coldwater Village	Ohio	8716	0.0000511251302457134000
Colerain Township	Ohio	7616	0.0000056620122443157700
Colerain Township	Ohio	8232	0.0013092704678130500000
College Corner Village	Ohio	9044	0.0000211753992519582000
College Township	Ohio	8447	0.0000267914557166164000
Columbia Township	Ohio	8227	0.0000854705023798562000
Columbia Township	Ohio	8587	0.0000416805698206541000
Columbia Township	Ohio	8708	0.0000006336406787826660
Columbiana City	Ohio	7813	0.0001989590794279060000
Columbiana County	Ohio	7783	0.0063983500134918300000
Columbus City	Ohio	7990	0.0377948412151789000000
Columbus Grove Village	Ohio	9049	0.0000130241383886672000
Commercial Point Village	Ohio	8966	0.0000082802359853158900
Concord Township	Ohio	7972	0.0001236743818945590000
Concord Township	Ohio	8047	0.0000029984075279429900
Concord Township	Ohio	8330	0.0000006345128544101180
Concord Township	Ohio	8480	0.0003082113630992920000
Concord Township	Ohio	8751	0.0000452003681580297000
Concord Township	Ohio	9108	0.0000320589653863785000
Conesville Village	Ohio	7823	0.0000018260306506764200
Congress Township	Ohio	8842	0.0000003317428060826440
Congress Township	Ohio	9448	0.0000003620415171840350
Congress Village	Ohio	9434	0.0000013055559136264600
Conneaut City	Ohio	7522	0.0004690452454479850000
Continental Village	Ohio	9055	0.0000128690891221996000
Convoy Village	Ohio	9355	0.0000147357583035943000
Coolville Village	Ohio	7559	0.0000027327456131858700
Copley Township	Ohio	9258	0.0006039212085828330000
Corning Village	Ohio	8939	0.0000101751247758530000
Cortland City	Ohio	9262	0.0003274834053746920000
Corwin Village	Ohio	9382	0.0000046759264348276300

Coshocton City	Ohio	7821	0.0001660720988171560000
Coshocton County	Ohio	7815	0.0017697394009199900000
Coventry Township	Ohio	9256	0.0001055124634348800000
Covington Village	Ohio	8738	0.0000723205890533863000
Craig Beach Village	Ohio	8635	0.0000039110774325197400
Cranberry Township	Ohio	7844	0.0000015277825481359800
Crane Township	Ohio	8927	0.0000010951829109060900
Crane Township	Ohio	9526	0.0000053070302509401700
Crawford County	Ohio	7836	0.0024304983297274700000
Crawford Township	Ohio	7824	0.0000022219400359836900
Crawford Township	Ohio	9528	0.0000010108629049474000
Crestline Village	Ohio	7855	0.0001559237579576630000
Creston Village	Ohio	8701	0.0000071139161128284800
Cridersville Village	Ohio	7587	0.0000426857042667503000
Crooksville Village	Ohio	8942	0.0000405997552942944000
Crosby Township	Ohio	8228	0.0000419141713412296000
Cross Creek Township	Ohio	8427	0.0000573146419488167000
Crown City Village	Ohio	8110	0.0000050903650547227900
Cumberland Village	Ohio	8169	0.0000066027073898165400
Custar Village	Ohio	9485	0.0000002293358935714550
Cuyahoga County	Ohio	14863	0.0626699627041429
Cuyahoga Falls City	Ohio	9237	0.0016965934774759700000
Cuyahoga Heights Village	Ohio	7871	0.0001814866903591110000
Cygnets Village	Ohio	9482	0.0000023506929091128000
Cynthian Township	Ohio	9186	0.0000002493054194414430
Dallas Township	Ohio	7843	0.0000014259303782512700
Dalton Village	Ohio	9440	0.0000111870828807253000
Damascus Township	Ohio	8314	0.0000073520196920586100
Danbury Township	Ohio	8909	0.0000360911481377882000
Danville Village	Ohio	8440	0.0000204420355757995000
Darby Township	Ohio	8624	0.0000106252667923106000
Darby Township	Ohio	9345	0.0000039524365295699100
Darbyville Village	Ohio	8967	0.0000002274790105827590
Darke County	Ohio	7915	0.0024831701649183400000
Dayton City	Ohio	8788	0.0125047945273476000000
De Graff Village	Ohio	8541	0.0000122375886898212000
Decatur Township	Ohio	8496	0.0000009768620564046270
Decatur Township	Ohio	9423	0.0000010954413642070100
Deer Park City	Ohio	8202	0.0001006409300654470000
Deercreek Township	Ohio	8969	0.0000040036305862177700
Deerfield Township	Ohio	9015	0.0000081412737353552800
Deerfield Township	Ohio	9106	0.0000143712603458966000
Deerfield Township	Ohio	9393	0.0010783052504190500000

Deersville Village	Ohio	8286	0.0000001959387383579650
Defiance City	Ohio	7949	0.0006169170139544050000
Defiance County	Ohio	7952	0.0016010908231874100000
Defiance Township	Ohio	7954	0.0000067168519108933200
Delaware City	Ohio	7967	0.0010782304950097500000
Delaware County	Ohio	7959	0.0045102139045390400000
Delaware Township	Ohio	7957	0.0000140537209210258000
Delaware Township	Ohio	7976	0.0000702958697848292000
Delaware Township	Ohio	8255	0.0000012504286948519300
Delhi Township	Ohio	8231	0.0005903955104765920000
Dellroy Village	Ohio	7683	0.0000023463094271892700
Delphos City	Ohio	7497	0.0001601852742982820000
Delta Village	Ohio	8095	0.0000798264111521516000
Dennison Village	Ohio	9302	0.0000585953812487078000
Deshler Village	Ohio	8302	0.0000088731272144884700
Dexter City Village	Ohio	8880	0.0000006460811947108920
Dillonvale Village	Ohio	8411	0.0000116420366455924000
Dinsmore Township	Ohio	9192	0.0000039057849046212200
Dodson Township	Ohio	8328	0.0000991955095720455000
Donnelsville Village	Ohio	7715	0.0000025489394951743600
Dorset Township	Ohio	7535	0.0000010994965903787400
Dover City	Ohio	9304	0.0003902360114963240000
Dover Township	Ohio	7571	0.0000046847067654230100
Dover Township	Ohio	9322	0.0000008304857185083200
Dover Township	Ohio	9346	0.0000047993872145547200
Doylestown Village	Ohio	9438	0.0000194054253205578000
Dresden Village	Ohio	8848	0.0000263023080347868000
Dublin City	Ohio	7989	0.0008895671062433010000
Dublin Township	Ohio	8728	0.0000040562086807273500
Duchouquet Township	Ohio	7586	0.0000101712029702010000
Dunham Township	Ohio	9416	0.0000040687822099964100
Dunkirk Village	Ohio	8262	0.0000049010828355748700
Dupont Village	Ohio	9054	0.0000062019706611289900
Eagle Township	Ohio	7645	0.0000847866457762072000
Eagle Township	Ohio	9371	0.0000020703223490710000
East Canton Village	Ohio	9203	0.0000232607784192099000
East Cleveland City	Ohio	7872	0.0005226298677613170000
East Liverpool City	Ohio	7784	0.0003454288753995910000
East Palestine Village	Ohio	7785	0.0001553245682945750000
East Sparta Village	Ohio	9206	0.0000040775866550400800
East Union Township	Ohio	9452	0.0000033307819579961300
Eastlake City	Ohio	8456	0.0006562692283563650000
Eaton City	Ohio	9032	0.0005764964075338740000
Eaton Township	Ohio	8589	0.0000041954184064594600

Eden Township	Ohio	8519	0.0000041655579568801100
Eden Township	Ohio	9169	0.0000010329124244290100
Eden Township	Ohio	9530	0.0000008845050418323430
Edgerton Village	Ohio	9457	0.0000396636335892863000
Edinburg Township	Ohio	9017	0.0000109945238763326000
Edison Village	Ohio	8831	0.0000018245854333737200
Edon Village	Ohio	9461	0.0000130249780062872000
Eldorado Village	Ohio	9034	0.0000030656549192671200
Elgin Village	Ohio	9354	0.0000005801479647111950
Elida Village	Ohio	7483	0.0000104710541775825000
Elizabeth Township	Ohio	8492	0.0000089545688504206500
Elizabeth Township	Ohio	8752	0.0000004254152297289710
Elk Township	Ohio	8886	0.0000003230405973554460
Elk Township	Ohio	9373	0.0000024356733518609100
Elkrun Township	Ohio	7797	0.0000039890739850484400
Ellsworth Township	Ohio	8642	0.0000018405070270285000
Elmore Village	Ohio	8911	0.0000155043969713283000
Elmwood Place Village	Ohio	8199	0.0000421487655817906000
Elyria City	Ohio	8570	0.0024705542129170100000
Elyria Township	Ohio	8588	0.0000072051750892664400
Empire Village	Ohio	8415	0.0000094031834446309200
Englewood City	Ohio	8789	0.0005881095563913170000
Enon Village	Ohio	7718	0.0000359400468809267000
Erie County	Ohio	7994	0.0042445025547588400000
Erie Township	Ohio	8908	0.0000056613565705542000
Euclid City	Ohio	7868	0.0008772781709189980000
Evendale Village	Ohio	8203	0.0003187353775793280000
Fairborn City	Ohio	8152	0.0014461928767551400000
Fairfax Village	Ohio	8208	0.0000743663748963178000
Fairfield City	Ohio	7678	0.0027099256738015600000
Fairfield County	Ohio	8010	0.0058481226863903000000
Fairfield Township	Ohio	7662	0.0007501848961478480000
Fairfield Township	Ohio	7798	0.0000231864925382287000
Fairfield Township	Ohio	8383	0.0000062988743503687400
Fairfield Township	Ohio	9318	0.0000038756000196695700
Fairfield Township	Ohio	9413	0.0000004694748703821290
Fairlawn City	Ohio	9252	0.0006324429694453600000
Fairport Harbor Village	Ohio	8461	0.0000852839389396135000
Fairview Park City	Ohio	7875	0.0002050559098797770000
Fairview Village	Ohio	7615	0.0000008661041448177450
Falls Township	Ohio	8354	0.0000026908441751893100
Falls Township	Ohio	8860	0.0000206660991701512000
Farmer Township	Ohio	7956	0.0000026867407643303900
Farmersville Village	Ohio	8793	0.0000127996352480815000

Farmington Township	Ohio	9277	0.0000143703103287709000
Fayette County	Ohio	8039	0.0023925187928331800000
Fayette Township	Ohio	8493	0.0000125363963905889000
Fayette Village	Ohio	8094	0.0000115673852600517000
Fayetteville Village	Ohio	7633	0.0000275846963987047000
Fearing Township	Ohio	9417	0.0000039122905864728400
Felicity Village	Ohio	7740	0.0000287353143969889000
Findlay City	Ohio	8241	0.0010883336487876600000
Fitchville Township	Ohio	8384	0.0000032137114033428200
Flatrock Township	Ohio	8312	0.0000015844870025872300
Fletcher Village	Ohio	8740	0.0000113798573948997000
Florence Township	Ohio	8001	0.0000123559223517860000
Florence Township	Ohio	9466	0.0000025019731763523100
Florida Village	Ohio	8297	0.0000145772804238025000
Flushing Township	Ohio	7621	0.0000055303375409219900
Flushing Village	Ohio	7612	0.0000043452652109168600
Forest Park City	Ohio	8229	0.0008066914021488670000
Forest Village	Ohio	8264	0.0000218424899081374000
Fort Jennings Village	Ohio	9051	0.0000039537562965404500
Fort Loramie Village	Ohio	9182	0.0000119666601332216000
Fort Recovery Village	Ohio	8719	0.0000092954782266892900
Fostoria City	Ohio	9176	0.0004796661014347970000
Fowler Township	Ohio	9283	0.0000445479620187047000
Frankfort Village	Ohio	9102	0.0000746165399608690000
Franklin City	Ohio	9385	0.0005010153134151300000
Franklin County	Ohio	8052	0.0542058506747616000000
Franklin Township	Ohio	7473	0.0000093778443813650900
Franklin Township	Ohio	7641	0.0000223581223449223000
Franklin Township	Ohio	7747	0.0000319640014066757000
Franklin Township	Ohio	7799	0.0000057342938536418300
Franklin Township	Ohio	7825	0.0000022936155210145500
Franklin Township	Ohio	7939	0.0000044930702621993200
Franklin Township	Ohio	8077	0.0004128668649414050000
Franklin Township	Ohio	8106	0.0000006871714015997680
Franklin Township	Ohio	8404	0.0000028458186992329400
Franklin Township	Ohio	8731	0.0000113235825670530000
Franklin Township	Ohio	9011	0.0000018641234253936500
Franklin Township	Ohio	9085	0.0000080197278478390400
Franklin Township	Ohio	9190	0.0000110525402619731000
Franklin Township	Ohio	9320	0.0000292515525293916000
Franklin Township	Ohio	9392	0.0000331249793986795000
Frazeytsburg Village	Ohio	8849	0.0000030059780611031000
Fredericksburg Village	Ohio	9439	0.0000011223287032354800
Fredericktown Village	Ohio	8439	0.0000521891362796150000

Freedom Township	Ohio	9018	0.0000039945501973683200
Freedom Township	Ohio	9504	0.0000115241286519979000
Freeport Township	Ohio	8292	0.0000024127648445882600
Freeport Village	Ohio	8282	0.0000009829782700074620
Fremont City	Ohio	9121	0.0006787968884773310000
Fulton County	Ohio	8091	0.0017138054755882600000
Fulton Village	Ohio	8828	0.0000011558555962389900
Fultonham Village	Ohio	8851	0.0000000939368144087984
Gahanna City	Ohio	8057	0.0006780514024723310000
Galena Village	Ohio	7968	0.0000013132195454217000
Galion City	Ohio	8840	0.0004120938793055910000
Gallia County	Ohio	8107	0.0030643997629075600000
Gallipolis Village	Ohio	8116	0.0003949421163156280000
Gambier Village	Ohio	8445	0.0000181190769876037000
Gann Village	Ohio	8442	0.0000003097278117504550
Garfield Heights City	Ohio	7874	0.0004798944697052120000
Garrettsville Village	Ohio	9007	0.0000383572467187934000
Gasper Township	Ohio	9037	0.0000564080505126831000
Gates Mills Village	Ohio	7877	0.0000616055737917485000
Geauga County	Ohio	8127	0.0037786536437344600000
Geneva City	Ohio	7525	0.0002874084087302190000
Geneva Township	Ohio	7537	0.0000145133549929132000
Geneva-On-The-Lake Village	Ohio	7528	0.0000487076989538644000
Genoa Township	Ohio	7979	0.0004597813373224860000
Genoa Village	Ohio	8895	0.0000222594246975241000
Georgetown Village	Ohio	7630	0.0002465200762455230000
German Township	Ohio	7584	0.0000029179680651509300
German Township	Ohio	7725	0.0001133003605598170000
German Township	Ohio	8104	0.0000119109709610267000
German Township	Ohio	8293	0.0000025021265055029300
German Township	Ohio	8802	0.0000648963962586673000
Germantown City	Ohio	8792	0.0001556166180167150000
Gettysburg Village	Ohio	7916	0.0000159141034180686000
Gibson Township	Ohio	8725	0.0000009295478226689280
Gibsonburg Village	Ohio	9123	0.0000318397742085734000
Gilboa Village	Ohio	9052	0.0000014729680320619100
Gilead Township	Ohio	8836	0.0000027645233839322300
Girard City	Ohio	9261	0.0006546474705275070000
Glandorf Village	Ohio	9057	0.0000072097908937072500
Glendale Village	Ohio	8204	0.0000839847388428332000
Glenford Village	Ohio	8938	0.0000037502404196302000
Glenmont Village	Ohio	8351	0.0000007081057517207910
Glenwillow Village	Ohio	7876	0.0000403673759810295000

Gloria Glens Park Village	Ohio	8680	0.0000022117240884432200
Glouster Village	Ohio	7556	0.0000242043182872556000
Gnadenhutten Village	Ohio	9300	0.0000195625524803523000
Golf Manor Village	Ohio	8209	0.0001402873570623950000
Good Hope Township	Ohio	8344	0.0000005103325159800000
Gordon Village	Ohio	7918	0.0000003456207893916580
Gorham Township	Ohio	8103	0.0000036649141419372700
Goshen Township	Ohio	7590	0.0000001667410322978020
Goshen Township	Ohio	7619	0.0000071104339813778500
Goshen Township	Ohio	7710	0.0000087139305212758200
Goshen Township	Ohio	7748	0.0005164284873745200000
Goshen Township	Ohio	8267	0.0000024962845609222900
Goshen Township	Ohio	8645	0.0000921403830390398000
Goshen Township	Ohio	9324	0.0000004613809547148710
Grafton Township	Ohio	8584	0.0000211595015283474000
Grafton Village	Ohio	8567	0.0000626576618542984000
Grand Prairie Township	Ohio	8669	0.0000064433961606525900
Grand Rapids Township	Ohio	9505	0.0000030960345630745500
Grand Rapids Village	Ohio	9484	0.0000047013858181717200
Grand River Village	Ohio	8463	0.0000416214020435210000
Grand Township	Ohio	8661	0.0000003482916843464930
Grandview Heights City	Ohio	8062	0.0003406348307290640000
Grandview Township	Ohio	9419	0.0000055554526326621200
Granger Township	Ohio	8687	0.0000266512752656680000
Granville Township	Ohio	8524	0.0001180241421129500000
Granville Township	Ohio	8727	0.0000149572695100811000
Granville Village	Ohio	8502	0.0000972831347872812000
Gratiot Village	Ohio	8510	0.0000019362317430840600
Gratis Village	Ohio	9031	0.0000600868364151571000
Graysville Village	Ohio	8766	0.0000002900687600325060
Green Camp Township	Ohio	8667	0.0000111453338993033000
Green Camp Village	Ohio	8660	0.0000019156042639326500
Green City	Ohio	9248	0.0007937353322747540000
Green Creek Township	Ohio	9124	0.0000064356990423991900
Green Springs Village	Ohio	9135	0.0000153799629342466000
Green Township	Ohio	7475	0.0000002467853784592450
Green Township	Ohio	7643	0.0000325209052276063000
Green Township	Ohio	7723	0.0000070095836117766400
Green Township	Ohio	7774	0.0000014620788803561100
Green Township	Ohio	8048	0.0000011572800985544100

Green Township	Ohio	8112	0.0000086009616443447000
Green Township	Ohio	8230	0.0008932566776621170000
Green Township	Ohio	8289	0.0000053616996546106500
Green Township	Ohio	8347	0.0000310374957440483000
Green Township	Ohio	8648	0.0000317487462154670000
Green Township	Ohio	8771	0.0000000583802056289821
Green Township	Ohio	9109	0.0000986642296814214000
Green Township	Ohio	9145	0.0002042237824563380000
Green Township	Ohio	9193	0.0000005817126453570810
Greene County	Ohio	8146	0.0084880486503777400000
Greene Township	Ohio	9280	0.0000003193402295282410
Greenfield Township	Ohio	8029	0.0000795834241676112000
Greenfield Township	Ohio	8378	0.0000105409734026304000
Greenfield Village	Ohio	8340	0.0001393813236854050000
Greenhills Village	Ohio	8211	0.0000770251096469219000
Greensburg Township	Ohio	9064	0.0000012403941322527400
Greenville City	Ohio	7921	0.0005158966316467120000
Greenville Township	Ohio	7940	0.0001317967276908210000
Greenwich Village	Ohio	8369	0.0000167112992969516000
Groton Township	Ohio	7997	0.0000055455714493498400
Grove City	Ohio	8058	0.0006864903926077640000
Groveport City	Ohio	8061	0.0001175737270005680000
Grover Hill Village	Ohio	8920	0.0000017454477642464900
Guernsey County	Ohio	8162	0.0027253427916896100000
Guilford Township	Ohio	8688	0.0000567307228685389000
Gustavus Township	Ohio	9284	0.0000004790103442923620
Guyan Township	Ohio	8115	0.0000033350667600465300
Hambden Township	Ohio	8137	0.0000369269978233895000
Hamden Village	Ohio	9369	0.0000088902077341414500
Hamer Township	Ohio	8331	0.0000004230085696157260
Hamersville Village	Ohio	7635	0.0000066784001808808300
Hamilton City	Ohio	7657	0.0063345080028064400000
Hamilton County	Ohio	8191	0.0548415652757596000000
Hamilton Township	Ohio	8074	0.0002396530165300660000
Hamilton Township	Ohio	8403	0.0000049155050259723000
Hamilton Township	Ohio	8497	0.0000092801895360864200
Hamilton Township	Ohio	9396	0.0004221255598362330000
Hamler Village	Ohio	8306	0.0000038027688062093400
Hancock County	Ohio	8239	0.0026742062940557000000
Hanging Rock Village	Ohio	8486	0.0000187231894147363000
Hanover Township	Ohio	7665	0.0000919952434174530000
Hanover Township	Ohio	7802	0.0000123411976413110000
Hanover Township	Ohio	8523	0.0000404406251654183000
Hanover Village	Ohio	8511	0.0000075500737970304200

Hanoverton Village	Ohio	7788	0.0000097774673196958100
Harbor View Village	Ohio	8594	0.0000014297120850473600
Hardin County	Ohio	8259	0.0020937586754943900000
Harding Township	Ohio	8603	0.0000002556151909649730
Hardy Township	Ohio	8363	0.0000130182518972031000
Harlan Township	Ohio	9399	0.0000285485019806578000
Harlem Township	Ohio	7978	0.0000461171805075128000
Harmony Township	Ohio	7726	0.0000177151294913850000
Harmony Township	Ohio	8839	0.0000011058093535728900
Harpersfield Township	Ohio	7538	0.0000047278353387148000
Harpster Village	Ohio	9521	0.0000007706581325960230
Harris Township	Ohio	8910	0.0000039243494407839700
Harrisburg Village	Ohio	8092	0.0000027891577573383100
Harrison City	Ohio	8212	0.0005251783110510560000
Harrison County	Ohio	8280	0.0007216847735237940000
Harrison Township	Ohio	7705	0.0000012872851906656700
Harrison Township	Ohio	8117	0.0000026329474421221500
Harrison Township	Ohio	8234	0.0000212698779937874000
Harrison Township	Ohio	8313	0.0000001901384403104670
Harrison Township	Ohio	8449	0.0000001548639058779220
Harrison Township	Ohio	8522	0.0000028638210953045600
Harrison Township	Ohio	8558	0.0000001868334151124110
Harrison Township	Ohio	8804	0.0003078649109743850000
Harrison Township	Ohio	8862	0.0000038514093909062100
Harrison Township	Ohio	8933	0.0000006160403873779430
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Harrison Township	Ohio	9040	0.0000148684263579202000
Harrison Township	Ohio	9144	0.0000670982961921650000
Harrison Township	Ohio	9360	0.0000017404438941335800
Harrison Township	Ohio	9375	0.0000048713467037757000
Harrisville Township	Ohio	8690	0.0000629235503150161000
Harrisville Village	Ohio	8284	0.0000005802801097594800
Harrod Village	Ohio	7484	0.0000006308014937782250
Hartford Township	Ohio	8525	0.0000069425965948001900
Hartford Township	Ohio	9288	0.0000138912999846401000
Hartford Village	Ohio	8508	0.0000023431263507821100
Hartland Township	Ohio	8385	0.0000008998391928982740
Hartsgrove Township	Ohio	7536	0.0000054974829518937100
Hartville Village	Ohio	9209	0.0000927650964056641000
Harveysburg Village	Ohio	9384	0.0000113322297942993000
Haskins Village	Ohio	9483	0.0000083707601152287900
Haviland Village	Ohio	8918	0.0000004791425235281510
Hayesville Village	Ohio	7503	0.0000008378870478506940

Heath City	Ohio	8507	0.0004026706025064930000
Hebron Village	Ohio	8512	0.0001408479284185410000
Helena Village	Ohio	9122	0.00000005080815033558120
Hemlock Village	Ohio	8944	0.00000033240767356180500
Henrietta Township	Ohio	8592	0.00000043778279025096100
Henry County	Ohio	8298	0.0010205363886388800000
Hicksville Township	Ohio	7958	0.00000019633874816333100
Hicksville Village	Ohio	7951	0.0000723353282697082000
Higginsport Village	Ohio	7637	0.0000148583530578077000
Highland County	Ohio	8322	0.0036361816644673200000
Highland Heights City	Ohio	7879	0.0002105689612288600000
Highland Hills Village	Ohio	7911	0.0000147631375030658000
Highland Township	Ohio	7960	0.0000256273734442868000
Highland Township	Ohio	8866	0.00000015969258449711300
Highland Village	Ohio	8325	0.00000006345128544101180
Hilliard City	Ohio	8059	0.0004683639526377340000
Hills And Dales Village	Ohio	9208	0.00000056838742032296900
Hillsboro City	Ohio	8323	0.0006622199157093200000
Hinckley Township	Ohio	8689	0.0001548206861915640000
Hiram Township	Ohio	9019	0.00000077608403831351600
Hiram Village	Ohio	9002	0.0000304727115040757000
Hocking County	Ohio	8348	0.0023969854337185300000
Holgate Village	Ohio	8300	0.00000025985586842430500
Holiday City Village	Ohio	9464	0.00000005741048848068750
Holland Village	Ohio	8601	0.0000913398282389620000
Hollansburg Village	Ohio	7923	0.00000033410009642271300
Holloway Village	Ohio	7608	0.00000025018193638081600
Holmes County	Ohio	8356	0.0012520943780737400000
Holmes Township	Ohio	7845	0.00000032592694360413800
Holmesville Village	Ohio	8355	0.00000004085225490738320
Homer Township	Ohio	8694	0.0000101739308067741000
Homer Township	Ohio	8820	0.00000017051535773428800
Hopedale Village	Ohio	8281	0.00000025914881663906600
Hopewell Township	Ohio	8528	0.00000023431263507821100
Hopewell Township	Ohio	8861	0.00000069513242664019500
Hopewell Township	Ohio	8953	0.0000120892571593280000
Hopewell Township	Ohio	9171	0.00000012207146834185600
Howard Township	Ohio	8448	0.00000004645917176391530
Howland Township	Ohio	9282	0.0004707074983349730000
Hoytville Village	Ohio	9488	0.00000022278066631609700
Hubbard City	Ohio	9267	0.0002709601847554130000
Hubbard Township	Ohio	9289	0.0001433837630577490000
Huber Heights City	Ohio	8760	0.0011729213335546700000
Hudson City	Ohio	9243	0.0006182723477560330000

Hunting Valley Village	Ohio	7913	0.0000718181605416233000
Huntington Township	Ohio	7644	0.0000676550974856062000
Huntington Township	Ohio	9112	0.0000619069676430335000
Huntsburg Township	Ohio	8136	0.0000060947472132788100
Huntsville Village	Ohio	8545	0.0000079404201422976800
Huron City	Ohio	7998	0.0002835051789891430000
Huron County	Ohio	8372	0.0034076910235325100000
Huron Township	Ohio	8003	0.0000072968045383629800
Independence City	Ohio	7878	0.0002917847176627960000
Independence Township	Ohio	9418	0.0000007042123055597240
Irondale Village	Ohio	8417	0.0000014925688007128300
Ironton City	Ohio	8483	0.0008321236617361090000
Island Creek Township	Ohio	8437	0.0000249258989720875000
Israel Township	Ohio	9041	0.0000044451996326275100
Ithaca Village	Ohio	7922	0.0000035714148238754400
Jackson Center Village	Ohio	9181	0.0000142935107144344000
Jackson City	Ohio	8396	0.0005213022435378780000
Jackson County	Ohio	8395	0.0045308020798876800000
Jackson Township	Ohio	7499	0.0000039585692621221000
Jackson Township	Ohio	7514	0.0000001523430996075030
Jackson Township	Ohio	7589	0.0000029179680651509300
Jackson Township	Ohio	7647	0.0000046458436040207300
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Jackson Township	Ohio	7831	0.0000051606349223298900
Jackson Township	Ohio	7847	0.0000001018521698766300
Jackson Township	Ohio	8075	0.0006193360558440850000
Jackson Township	Ohio	8175	0.0000096778830098163700
Jackson Township	Ohio	8270	0.0000143536362252628000
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Jackson Township	Ohio	8649	0.0000552152108095079000
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Jackson Township	Ohio	8865	0.0000107087968426461000
Jackson Township	Ohio	8887	0.0000011306420907440600
Jackson Township	Ohio	8928	0.0000014374275705575100
Jackson Township	Ohio	8972	0.0000017743362825369000
Jackson Township	Ohio	8990	0.0000040359281700156700
Jackson Township	Ohio	9086	0.0000043440192509689400
Jackson Township	Ohio	9128	0.0000040646520267926200
Jackson Township	Ohio	9170	0.0000040377485681269900
Jackson Township	Ohio	9191	0.0000127976781980174000
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Jackson Township	Ohio	9347	0.0000013268894063864000
Jackson Township	Ohio	9377	0.0000008524856731405420
Jackson Township	Ohio	9506	0.0000012613474146537800
Jackson Township	Ohio	9532	0.0000011372207680624600
Jacksonburg Village	Ohio	7656	0.0000026884057938677200
Jacksonville Village	Ohio	7557	0.0000079054426663314100
Jamestown Village	Ohio	8149	0.0000326615790694341000
Jefferson County	Ohio	8406	0.0062016233670054600000
Jefferson Township	Ohio	7469	0.0000071567759753019300
Jefferson Township	Ohio	7646	0.0000063880349557305600
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Jefferson Township	Ohio	8078	0.0002449452645813730000
Jefferson Township	Ohio	8161	0.0000005797913444035940
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Jefferson Township	Ohio	9323	0.0000075666476576040600
Jefferson Township	Ohio	9473	0.0000020604484981566400
Jefferson Village	Ohio	7524	0.0000370530350949230000
Jeffersonville Village	Ohio	8040	0.0000001052072816862750
Jenera Village	Ohio	8248	0.0000011188046217238000
Jennings Township	Ohio	9066	0.0000025583128977662200
Jerome Township	Ohio	9350	0.0000412464983557429000
Jeromesville Village	Ohio	7507	0.0000028896428632280700
Jerry City Village	Ohio	9487	0.0000032002043598946700
Jersey Township	Ohio	8526	0.0000165754493704054000
Jerusalem Township	Ohio	8608	0.0000201936000861736000
Jerusalem Village	Ohio	8770	0.0000002919010281583810
Jewett Village	Ohio	8285	0.0000016978715572978600
Johnson Township	Ohio	7707	0.0000021784826303324200
Johnston Township	Ohio	9285	0.0000020757114919335700
Johnstown Village	Ohio	8516	0.0000863485451487534000

Junction City Village	Ohio	8941	0.0000161190095458604000
Kalida Village	Ohio	9053	0.0000212417495149527000
Kelleys Island Village	Ohio	7995	0.0000269495314298590000
Kent City	Ohio	9008	0.0004806775404122540000
Kenton City	Ohio	8265	0.0002871767363682000000
Kettering City	Ohio	8809	0.0031692047864522500000
Kettlersville Village	Ohio	9184	0.0000002493054194414430
Killbuck Township	Ohio	8366	0.0000019609082355759400
Killbuck Village	Ohio	8359	0.0000100224198707335000
Kingston Township	Ohio	7981	0.0000001544964171095440
Kingston Village	Ohio	9107	0.0000719441285383358000
Kingsville Township	Ohio	7544	0.0000103352679494416000
Kinsman Township	Ohio	9287	0.0000194797540013844000
Kipton Village	Ohio	8586	0.00000009120474796580720
Kirby Village	Ohio	9520	0.0000004422525209161710
Kirkersville Village	Ohio	8518	0.0000052069474463022000
Kirkwood Township	Ohio	7620	0.0000001316747033587490
Kirtland City	Ohio	8476	0.0002097044200994150000
Kirtland Hills Village	Ohio	8464	0.0000906973835543468000
Knox County	Ohio	8438	0.0029174811227514200000
Knox Township	Ohio	7803	0.0000048616839193451400
Knox Township	Ohio	8176	0.0000019101084887901800
Knox Township	Ohio	8428	0.0000094031834446309200
Knox Township	Ohio	9379	0.0000010960530083428000
La Grange Township	Ohio	8595	0.0000394916558691298000
La Rue Village	Ohio	8663	0.0000062692503182907600
Lafayette Township	Ohio	8691	0.0000691163777641873000
Lafayette Village	Ohio	7487	0.0000008300225872339230
Lagrange Village	Ohio	8572	0.0000508010446177736000
Lake Township	Ohio	9221	0.0003440000378176960000
Lake Township	Ohio	9507	0.0001320974746978260000
Lakeline Village	Ohio	8462	0.0000008874499369431120
Lakemore Village	Ohio	9241	0.0000782543248921168000
Lakeview Village	Ohio	8544	0.0000077535867271879600
Lakewood City	Ohio	7881	0.0009440637929730330000
Lancaster City	Ohio	8024	0.0014656168853417100000
Latty Township	Ohio	8934	0.0000008213871831795710
Latty Village	Ohio	8923	0.0000002053467957935460
Laura Village	Ohio	8742	0.0000010635380742954900
Laurel Township	Ohio	8349	0.0000010206650319600000
Laurelville Village	Ohio	8341	0.0000067271104380406300
Lawrence County	Ohio	8487	0.0049842758324126100000
Lawrence Township	Ohio	8495	0.0000872663437067014000
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Lebanon City	Ohio	9386	0.0008180998201486110000
Lebanon Township	Ohio	8709	0.0000044354847514517200
Lee Township	Ohio	7566	0.0000054654912261023400
Lee Township	Ohio	7690	0.0000009181210801939570
Lee Township	Ohio	8780	0.0000008173228788111370
Leesburg Township	Ohio	9349	0.0000018632915068588200
Leesburg Village	Ohio	8332	0.0000513955412067347000
Leesville Village	Ohio	7682	0.0000002040269067124620
Leetonia Village	Ohio	7787	0.0000698087947383477000
Leipsic Village	Ohio	9056	0.0000286841143072838000
Lemon Township	Ohio	7667	0.0000388861472992267000
Lenox Township	Ohio	7539	0.0000024188924988278400
Leroy Township	Ohio	8482	0.0000503184114251863000
Letart Township	Ohio	8711	0.0000050691254304229700
Lewis Township	Ohio	7648	0.0000374571140592020000
Lewisburg Village	Ohio	9036	0.0001238524587327880000
Lewisville Village	Ohio	8764	0.0000016346457576222700
Lexington Township	Ohio	9224	0.0000134375014772285000
Lexington Village	Ohio	9080	0.0000872980791773486000
Liberty Center Village	Ohio	8304	0.0000026619381643465400
Liberty Township	Ohio	7476	0.0000051824929476603000
Liberty Township	Ohio	7664	0.0010764048711673600000
Liberty Township	Ohio	7781	0.0000150385256264045000
Liberty Township	Ohio	7848	0.0000013240782083935000
Liberty Township	Ohio	7943	0.0000101382098223708000
Liberty Township	Ohio	7980	0.0006057032032700870000
Liberty Township	Ohio	8182	0.0000015280867910321400
Liberty Township	Ohio	8254	0.0000128333471314744000
Liberty Township	Ohio	8272	0.0000100891501004908000
Liberty Township	Ohio	8317	0.0000062111890500341700
Liberty Township	Ohio	8333	0.0000154398127906103000
Liberty Township	Ohio	8407	0.0000175923337771498000
Liberty Township	Ohio	8450	0.0000035618698351975900
Liberty Township	Ohio	8531	0.0000008678245743567590
Liberty Township	Ohio	8555	0.0000033630014719749100
Liberty Township	Ohio	8732	0.0000023661217304153000
Liberty Township	Ohio	9071	0.0000020931650981748100
Liberty Township	Ohio	9172	0.0000031926384028491600
Liberty Township	Ohio	9286	0.0006452269337666070000
Liberty Township	Ohio	9348	0.0000166002334247324000
Liberty Township	Ohio	9510	0.0000020066890687502300
Lick Township	Ohio	8409	0.0000005174215816713690

Licking County	Ohio	8505	0.0066668019451299100000
Licking Township	Ohio	8527	0.0000295060355295846000
Licking Township	Ohio	8870	0.0000120239122444124000
Lima City	Ohio	7488	0.0016177140225257000000
Limaville Village	Ohio	9205	0.0000036237800598186700
Lincoln Heights Village	Ohio	8201	0.0000781198827776219000
Lincoln Township	Ohio	8837	0.0000016587140303593400
Lindsey Village	Ohio	9126	0.0000060969780400542200
Linndale Village	Ohio	7883	0.0000263072450244971000
Lisbon Village	Ohio	7789	0.0000089754164663589900
Litchfield Township	Ohio	8692	0.0000185784823429338000
Lithopolis Village	Ohio	8034	0.0000131759856901451000
Liverpool Township	Ohio	7801	0.0000497387662516789000
Liverpool Township	Ohio	8695	0.0000507590678290364000
Lockbourne Village	Ohio	8093	0.0000000715168655727771
Lockington Village	Ohio	9183	0.0000004155090323979150
Lockland Village	Ohio	8210	0.0001370030376649070000
Lodi Township	Ohio	7570	0.0000036111281315174700
Lodi Village	Ohio	8679	0.0000644717571773089000
Logan City	Ohio	8343	0.0000765498773969999000
Logan County	Ohio	8540	0.0025016060116647600000
Logan Township	Ohio	7592	0.0000015006692906721400
London City	Ohio	8618	0.0004046334477161750000
Londonderry Township	Ohio	8180	0.0000011460650932741100
Lorain City	Ohio	8574	0.0026532373230925600000
Lorain County	Ohio	8565	0.0125091872072723000000
Lordstown Village	Ohio	9274	0.0001947975400138440000
Lore City Village	Ohio	8171	0.0000017827679228708300
Lostcreek Township	Ohio	8754	0.0000075511203274467700
Loudon Township	Ohio	7689	0.0000034684574140121800
Loudon Township	Ohio	9174	0.0000007512090359312290
Loudonville Village	Ohio	7520	0.0000598980345878243000
Louisville City	Ohio	9211	0.0001593038968225880000
Loveland City	Ohio	7761	0.0004459011328225080000
Lowell Village	Ohio	9408	0.0000007824581172945690
Lowellville Village	Ohio	8636	0.0000373852989853798000
Lower Salem Village	Ohio	9406	0.0000002068585605923180
Lucas County	Ohio	8593	0.0299409741636340000000
Lucas Village	Ohio	9075	0.0000071843395305522400
Luckey Village	Ohio	9495	0.0000053320595255794300
Ludlow Falls Village	Ohio	8744	0.0000023959880385851800
Ludlow Township	Ohio	9420	0.0000004694748703821290
Lykens Township	Ohio	7852	0.0000002037043397505660
Lynchburg Village	Ohio	7780	0.0000270720937477014000

Lyndhurst City	Ohio	7880	0.0003172409547597200000
Lynn Township	Ohio	8275	0.0000001040118567046470
Lyons Village	Ohio	8102	0.00000013508784138732000
Macedonia City	Ohio	9254	0.0004935347733500780000
Macksburg Village	Ohio	9407	0.0000004473917705816300
Mad River Township	Ohio	7709	0.0000035647897586670100
Mad River Township	Ohio	7731	0.0001245156943391990000
Madeira City	Ohio	8207	0.0001247259389704820000
Madison County	Ohio	8615	0.0023998547790791300000
Madison Township	Ohio	7671	0.0000612797262896395000
Madison Township	Ohio	7729	0.0000262540768003256000
Madison Township	Ohio	7800	0.0000017452198684586900
Madison Township	Ohio	8053	0.0000034192366547096400
Madison Township	Ohio	8079	0.0006073927392939700000
Madison Township	Ohio	8184	0.0000010187245273547600
Madison Township	Ohio	8260	0.0000014478648045710700
Madison Township	Ohio	8336	0.0000004230085696157260
Madison Township	Ohio	8478	0.0001737626976536230000
Madison Township	Ohio	8530	0.0000151001475940608000
Madison Township	Ohio	8867	0.0000001878736288202910
Madison Township	Ohio	8973	0.0000054140004518233400
Madison Township	Ohio	9087	0.0001521242126149680000
Madison Township	Ohio	9129	0.0000097382288139829800
Madison Township	Ohio	9149	0.0000846716594793063000
Madison Township	Ohio	9479	0.0000015453363736309500
Madison Village	Ohio	8465	0.0000651388253699541000
Magnetic Springs Village	Ohio	9338	0.0000030772541553190900
Magnolia Village	Ohio	9233	0.0000366361707369134000
Mahoning County	Ohio	8629	0.0149837977701843000000
Maineville Village	Ohio	9391	0.0000190686559036643000
Malaga Township	Ohio	8774	0.0000005254218506527570
Malinta Village	Ohio	8308	0.0000005704153209314020
Malta Village	Ohio	8814	0.0000013039409709108400
Malvern Village	Ohio	7686	0.0000055087264811098600
Manchester Township	Ohio	7474	0.0000130796250584962000
Manchester Village	Ohio	7505	0.0000239381817106599000
Mansfield City	Ohio	9079	0.0020044307289815100000
Mantua Township	Ohio	9016	0.0000006086933633905450
Mantua Village	Ohio	9006	0.0000148749440679002000
Maple Heights City	Ohio	7882	0.0003702624486155300000
Marble Cliff Village	Ohio	8063	0.0000043625287999394000
Marblehead Village	Ohio	8898	0.0000180134072696758000
Marengo Village	Ohio	8832	0.0000024327805778495900

Margaretta Township	Ohio	8002	0.0000732599175651320000
Mariemont Village	Ohio	8206	0.0001440408649436990000
Marietta City	Ohio	9411	0.0007987332461108470000
Marietta Township	Ohio	9421	0.0000019561452932094800
Marion City	Ohio	8658	0.0023379079312357800000
Marion County	Ohio	8654	0.0031598763062407000000
Marion Township	Ohio	7490	0.0000017238930658080400
Marion Township	Ohio	7775	0.0000196336306790293000
Marion Township	Ohio	8051	0.0000072066987956095100
Marion Township	Ohio	8273	0.0000057206521187016800
Marion Township	Ohio	8311	0.0000008873127214488470
Marion Township	Ohio	8353	0.0000015309975479669400
Marion Township	Ohio	8671	0.0004930068791969600000
Marion Township	Ohio	8733	0.0000141122260349520000
Marion Township	Ohio	8988	0.0000018201244687994300
Mark Township	Ohio	7963	0.0000012400341989362200
Marlboro Township	Ohio	7985	0.0000018539570053091400
Marlboro Township	Ohio	9222	0.0000451314704798491000
Marseilles Township	Ohio	9534	0.0000000631789315602228
Marseilles Village	Ohio	9522	0.0000000631789315602228
Marshall Township	Ohio	8335	0.0000059221199744585200
Marshallville Village	Ohio	9437	0.0000043082940544172700
Martins Ferry City	Ohio	7606	0.0003252365172883250000
Martinsburg Village	Ohio	8444	0.0000001548639058779220
Martinsville Village	Ohio	7762	0.0000056394471098680200
Mary Ann Township	Ohio	8535	0.0000088518106586059700
Marysville City	Ohio	9340	0.0003618737959832450000
Mason City	Ohio	9387	0.0014145673768015700000
Mason Township	Ohio	8494	0.0000003256206854771890
Massie Township	Ohio	9398	0.0000011986012282395600
Massillon City	Ohio	9214	0.0011190195195788200000
Matamoras Village	Ohio	9410	0.0000029733408456008200
Maumee City	Ohio	8598	0.0007773257957308450000
Mayfield Heights City	Ohio	7885	0.0004308690131064790000
Mayfield Village	Ohio	7888	0.0002080899381392210000
Mcarthur Village	Ohio	9368	0.0000320291045763351000
Mcclure Village	Ohio	8305	0.0000006971742811383800
Mccomb Village	Ohio	8243	0.0000182957461668036000
Mcconnelsville Village	Ohio	8812	0.0000359085282759768000
Mcdonald Township	Ohio	8278	0.0000040564624115458700
Mcdonald Village	Ohio	9269	0.0000803140677256522000
Mcguffey Village	Ohio	8266	0.0000001040118567046470
Mckean Township	Ohio	8529	0.0000157076247960217000
Mclean Township	Ohio	9194	0.0000000831018064795829

Mead Township	Ohio	7622	0.0000152742655896365000
Mecca Township	Ohio	9292	0.0000146896505584607000
Mechanicsburg Village	Ohio	7699	0.0000559473948257689000
Medina City	Ohio	8677	0.0007968841890647930000
Medina County	Ohio	8675	0.0073285477670682100000
Medina Township	Ohio	8693	0.0001693074789696360000
Meigs County	Ohio	8703	0.0018603690329315500000
Meigs Township	Ohio	7477	0.0000185089033845781000
Meigsville Township	Ohio	8822	0.0000007021220612493240
Melrose Village	Ohio	8922	0.0000010522688595953600
Mendon Village	Ohio	8720	0.0000008450434751560210
Mentor City	Ohio	8466	0.0023367444289613300000
Mentor-On-The-Lake City	Ohio	8467	0.0001835246469591890000
Mercer County	Ohio	8713	0.0015503167595148600000
Mesopotamia Township	Ohio	9294	0.0000276229298551089000
Metamora Village	Ohio	8097	0.0000014888713701283400
Meyers Lake Village	Ohio	9210	0.0000140731732457830000
Miami County	Ohio	8741	0.0054113880757996700000
Miami Township	Ohio	7749	0.0020487633427106900000
Miami Township	Ohio	8155	0.0000530509080137909000
Miami Township	Ohio	8236	0.0002082414893268050000
Miami Township	Ohio	8556	0.0000022420009813704900
Miami Township	Ohio	8806	0.0012686234970917600000
Miamisburg City	Ohio	8796	0.0015549311276494600000
Middle Point Village	Ohio	9359	0.0000095144266212204900
Middleburg Heights City	Ohio	7886	0.0003532792904211220000
Middlebury Township	Ohio	8457	0.0000026326863999192800
Middlefield Village	Ohio	8125	0.0001036107026281640000
Middleport Village	Ohio	8706	0.0000627304272006424000
Middleton Township	Ohio	7808	0.0000124658562032764000
Middleton Township	Ohio	9508	0.0000302150039783732000
Middletown City	Ohio	7676	0.0054563996270383000000
Midland Village	Ohio	7764	0.0000002088684114782900
Midvale Village	Ohio	9308	0.0000046138095471487100
Midway Village	Ohio	8619	0.0000063478237915506300
Mifflin Township	Ohio	7516	0.0000031992050917494700
Mifflin Township	Ohio	8080	0.0008575587350707780000
Mifflin Township	Ohio	8987	0.0000011870376970349100
Mifflin Township	Ohio	9089	0.0000754355650705292000
Mifflin Township	Ohio	9531	0.0000011372207680624600
Mifflin Village	Ohio	7506	0.0000014472594462753200

Milan Township	Ohio	8004	0.0000189716918000670000
Milan Village	Ohio	8007	0.0000382271072350380000
Milford Center Village	Ohio	9339	0.0000005928654794624270
Milford City	Ohio	7759	0.0007037795824402740000
Milford Township	Ohio	7673	0.0000146768727161543000
Milford Township	Ohio	7964	0.0000027900769475189500
Mill Creek Township	Ohio	7827	0.0000002150264550952830
Mill Creek Township	Ohio	9477	0.0000005886995709095940
Mill Township	Ohio	9331	0.0001138688196251060000
Millbury Village	Ohio	9486	0.0000092758429519089400
Millcreek Township	Ohio	9353	0.0000001693901369861860
Milledgeville Village	Ohio	8041	0.0000002408935622845990
Miller City Village	Ohio	9061	0.0000002325738997983990
Miller Township	Ohio	8454	0.0000080529231055118400
Millersburg Village	Ohio	8361	0.0000171034773879414000
Millersport Village	Ohio	8023	0.0000549377424754197000
Millville Village	Ohio	7660	0.0000712660520555980000
Millwood Township	Ohio	8187	0.0000005093622636773810
Milton Center Village	Ohio	9489	0.0000000573339733928637
Milton Township	Ohio	7511	0.0000001523430996075030
Milton Township	Ohio	8650	0.0000455525489178440000
Miltonsburg Village	Ohio	8765	0.0000001619864504086730
Mineral City Village	Ohio	9306	0.0000248222953642474000
Minerva Park Village	Ohio	8060	0.0000288212968263680000
Minerva Village	Ohio	9234	0.0001107049442618470000
Mingo Junction Village	Ohio	8413	0.0000701507336331798000
Minster Village	Ohio	7579	0.0000528569072369513000
Mississinawa Township	Ohio	7945	0.0000032257940345376700
Mogadore Village	Ohio	9027	0.0001007814551875910000
Monclova Township	Ohio	8607	0.0001013088206844350000
Monday Creek Township	Ohio	8955	0.0000004029752386532460
Monroe City	Ohio	7680	0.0011222600011426900000
Monroe County	Ohio	8768	0.0007194192739649740000
Monroe Township	Ohio	7478	0.0000157942642214024000
Monroe Township	Ohio	7496	0.0000025539156530419600
Monroe Township	Ohio	7693	0.0000094872511620311600
Monroe Township	Ohio	7754	0.0000326097388086131000
Monroe Township	Ohio	7942	0.0000057603464901303800
Monroe Township	Ohio	8192	0.0000017827679228708300
Monroe Township	Ohio	8294	0.0000033063814537888200
Monroe Township	Ohio	8455	0.0000204420355757995000
Monroe Township	Ohio	8532	0.0001503072162788380000
Monroe Township	Ohio	8559	0.0000017749174435692500

Monroe Township	Ohio	8868	0.00000011272417729271300
Monroe Township	Ohio	8958	0.00000007052066676229760
Monroe Township	Ohio	8975	0.00000035031767630079000
Monroe Township	Ohio	9043	0.0000190070604985402000
Monroe Township	Ohio	9069	0.00000072097908937072500
Monroe Township	Ohio	9092	0.0000108600481274223000
Monroeville Village	Ohio	8373	0.0000538618031194653000
Monterey Township	Ohio	9068	0.00000010853448657312500
Montezuma Village	Ohio	8722	0.00000030421565104108100
Montgomery City	Ohio	8213	0.0004605866962616270000
Montgomery County	Ohio	8786	0.0483638708963532000000
Montgomery Township	Ohio	8672	0.00000067916878448374400
Montgomery Township	Ohio	9512	0.0000107214530243147000
Montpelier Village	Ohio	9465	0.0000507017505441780000
Montville Township	Ohio	8140	0.00000053777181293478100
Montville Township	Ohio	8696	0.0001899870991968790000
Moorefield Township	Ohio	7727	0.0000850071321647102000
Moraine City	Ohio	8801	0.0008339972861542570000
Moreland Hills Village	Ohio	7887	0.0000324123018858833000
Morgan County	Ohio	8816	0.0008180725045214630000
Morgan Township	Ohio	7540	0.0000122044121531070000
Morgan Township	Ohio	7670	0.0000564378713726478000
Morgan Township	Ohio	8118	0.0000042127159073846600
Morgan Township	Ohio	8451	0.0000125439763760955000
Morgan Township	Ohio	9150	0.0000133131540061938000
Morral Village	Ohio	8659	0.00000083590004244774800
Morris Township	Ohio	8452	0.0000003097278117504550
Morristown Village	Ohio	7610	0.0000044769399140412200
Morrow County	Ohio	8826	0.0020534326790983900000
Morrow Village	Ohio	9388	0.0000144921784867202000
Moscow Village	Ohio	7737	0.00000096860610325627200
Moulton Township	Ohio	7593	0.0000022510039360082100
Mount Blanchard Village	Ohio	8246	0.0000005923083291574050
Mount Cory Village	Ohio	8247	0.0000001188046217238000
Mount Eaton Village	Ohio	9441	0.00000030773528960508200
Mount Gilead Village	Ohio	8829	0.0000446746978845388000
Mount Healthy City	Ohio	8216	0.0001409129417092790000
Mount Orab Village	Ohio	7640	0.0008037309435069020000
Mount Pleasant Township	Ohio	8432	0.00000089554128043847500
Mount Pleasant Village	Ohio	8414	0.00000014925688007128300
Mount Sterling Village	Ohio	8622	0.0000863120987370347000
Mount Vernon City	Ohio	8446	0.0008579460385689670000

Mount Victory Village	Ohio	8271	0.0000034901650496168600
Mowrystown Village	Ohio	8327	0.0000934848938824083000
Munroe Falls City	Ohio	9240	0.0001355686228214290000
Munson Township	Ohio	8134	0.0001183994274830630000
Murray City Village	Ohio	8346	0.0000034331460166515000
Muskingum County	Ohio	8847	0.0048573787362619900000
Muskingum Township	Ohio	9424	0.0000323937660542925000
Mutual Village	Ohio	7702	0.0000004800583541736230
Napoleon City	Ohio	8309	0.0001875398816259010000
Napoleon Township	Ohio	8316	0.0000080491939732508700
Nashville Village	Ohio	8360	0.0000010893934642148400
Navarre Village	Ohio	9212	0.0000422586253344926000
Nellie Village	Ohio	7820	0.0000007173691841846880
Nelsonville City	Ohio	7558	0.0001438595369169400000
Nevada Village	Ohio	9523	0.0000005054314524602300
Neville Village	Ohio	7738	0.0000001614343505409160
New Albany City	Ohio	8088	0.0003333695541825320000
New Alexandria Village	Ohio	8418	0.0000014925688007128300
New Athens Village	Ohio	8290	0.0000009829782700074620
New Bavaria Village	Ohio	8310	0.0000018032288247154000
New Bloomington Village	Ohio	8662	0.0000058871869608364600
New Boston Village	Ohio	9137	0.0002039575193743930000
New Bremen Village	Ohio	7581	0.0000719487554358000000
New Carlisle City	Ohio	7720	0.0001135552545105120000
New Concord Village	Ohio	8846	0.0000687617481472620000
New Franklin City	Ohio	9250	0.0002751988887956290000
New Haven Township	Ohio	8379	0.0000152972662793515000
New Holland Village	Ohio	8045	0.0000017821860006344500
New Jasper Township	Ohio	8159	0.0000153644706270185000
New Knoxville Village	Ohio	7580	0.0000110882786477890000
New Lebanon Village	Ohio	8790	0.0000546791435610627000
New Lexington Village	Ohio	8945	0.0001216985220705320000
New London Township	Ohio	8386	0.0000026995175786140000
New London Village	Ohio	8377	0.0000285377572603265000
New Madison Village	Ohio	7924	0.0000155529355228940000
New Market Township	Ohio	8339	0.0000023265471328460800
New Miami Village	Ohio	7658	0.0000225448869558616000
New Middletown Village	Ohio	8632	0.0000071319647296512300
New Paris Village	Ohio	9033	0.0000151749918496583000
New Philadelphia City	Ohio	9307	0.0007255676893948060000

New Richmond Village	Ohio	7739	0.0003097925187006830000
New Riegel Village	Ohio	9159	0.0000022536271078206300
New Russia Township	Ohio	8591	0.0000078436083250378600
New Straitsville Village	Ohio	8943	0.0000199472743130798000
New Vienna Village	Ohio	7768	0.0000085636048705802400
New Washington Village	Ohio	7839	0.0000115092951958949000
New Waterford Village	Ohio	7791	0.0000455003751416220000
New Weston Village	Ohio	7925	0.0000008064485086074760
Newark City	Ohio	8515	0.0016648346634716100000
Newark Township	Ohio	8533	0.0000170961441149817000
Newberry Township	Ohio	8753	0.0000186119163002384000
Newburgh Heights Village	Ohio	7884	0.0000400713732216451000
Newbury Township	Ohio	8139	0.0000259923042922967000
Newcomerstown Village	Ohio	9309	0.0000718831527460263000
Newton Falls Village	Ohio	9265	0.0003418537157093900000
Newton Township	Ohio	8539	0.0000103271124349505000
Newton Township	Ohio	8864	0.0000189752365108144000
Newton Township	Ohio	8992	0.0000021366678546682200
Newton Township	Ohio	9290	0.0000252278781328388000
Newtonsville Village	Ohio	7746	0.0000051658992173847500
Newtown Village	Ohio	8214	0.0000536438834689580000
Ney Village	Ohio	7953	0.0000006200170994546420
Nile Township	Ohio	9152	0.0000489924067438277000
Niles City	Ohio	9271	0.0015393795764402900000
Nimishillen Township	Ohio	9226	0.0001148211333133050000
Noble County	Ohio	8878	0.0009247037099272710000
Noble Township	Ohio	7595	0.0000000833705161475542
Noble Township	Ohio	7962	0.0000032034216804348300
Noble Township	Ohio	8888	0.0000077529743365845900
North Baltimore Village	Ohio	9493	0.0000323363609945666000
North Bend Village	Ohio	8215	0.0000239812640416481000
North Bloomfield Township	Ohio	8834	0.0000038703327374512400
North Canton City	Ohio	9213	0.0004915345367903770000
North College Hill City	Ohio	8218	0.0001818105379973020000
North Fairfield Village	Ohio	8374	0.0000006427422806416240
North Hampton Village	Ohio	7716	0.0000170778946176116000
North Kingsville Village	Ohio	7531	0.0000548648798603733000
North Lewisburg Village	Ohio	7701	0.0000379919484776943000
North Olmsted City	Ohio	7890	0.0003744804878855710000

North Perry Village	Ohio	8472	0.0000200563685746988000
North Randall Village	Ohio	7889	0.0000096200896010580600
North Ridgeville City	Ohio	8580	0.0010298840140412700000
North Robinson Village	Ohio	7837	0.0000006111130192543920
North Royalton City	Ohio	7891	0.0004592112770723790000
North Star Village	Ohio	7927	0.0000056572546926640400
North Township	Ohio	8295	0.0000058085079591839900
Northfield Center Township	Ohio	9257	0.0000518987737175339000
Northfield Village	Ohio	9242	0.0001918900746460110000
Northwest Township	Ohio	9472	0.0000031642601935919200
Northwood City	Ohio	9502	0.0001442522770553460000
Norton City	Ohio	9263	0.0003505852562913180000
Norwalk City	Ohio	8376	0.0006292446927458600000
Norwalk Township	Ohio	8388	0.0000091269403852996400
Norwich Township	Ohio	8081	0.0008258052467467660000
Norwich Township	Ohio	8387	0.0000051419382451329900
Norwich Village	Ohio	8850	0.0000007271625519761960
Norwood City	Ohio	8217	0.0010615389476577500000
Nottingham Township	Ohio	8296	0.0000021446798618442600
Oak Harbor Village	Ohio	8899	0.0000404658327598156000
Oak Hill Village	Ohio	8398	0.0000093135884701924000
Oakwood City	Ohio	8795	0.0006230278595802950000
Oakwood Village	Ohio	7893	0.0001502213991537190000
Oakwood Village	Ohio	8925	0.0000057154858162406700
Oberlin City	Ohio	8577	0.0004900431108328250000
Obetz Village	Ohio	8064	0.0000118717996848116000
Octa Village	Ohio	8044	0.0000001236444832977600
Ohio City Village	Ohio	9356	0.0000125311960377510000
Ohio Township	Ohio	7755	0.0000234079808285810000
Ohio Township	Ohio	8777	0.0000026271092533176600
Old Washington Village	Ohio	8173	0.0000155355490420524000
Olive Township	Ohio	8714	0.0000050691254304229700
Olive Township	Ohio	8890	0.0000019382435841596200
Olmsted Falls City	Ohio	7892	0.0001089290145590430000
Olmsted Township	Ohio	7914	0.0001387512923218650000
Ontario City	Ohio	9083	0.0001805274154108010000
Orange Township	Ohio	7513	0.0000045702929882520200
Orange Township	Ohio	7691	0.0000034684574140121800
Orange Township	Ohio	7983	0.0004977874559306100000
Orange Township	Ohio	8712	0.0000031682033940480300
Orange Township	Ohio	9198	0.0000111356420684258000
Orange Village	Ohio	7895	0.0000938698743006337000
Orangeville Village	Ohio	9270	0.0000049497735576338600

Oregon City	Ohio	8605	0.0008771861303184240000
Orrville City	Ohio	9442	0.0000839212236813895000
Orwell Township	Ohio	7546	0.0000045079360205097300
Orwell Village	Ohio	7526	0.0000512365411116062000
Osgood Village	Ohio	7926	0.0000009216554384046960
Osnaburg Township	Ohio	9223	0.0000164030190446038000
Ostrander Village	Ohio	7965	0.0000011587231283148500
Ottawa County	Ohio	8894	0.0022409965315419500000
Ottawa Hills Village	Ohio	8599	0.0001255070587645070000
Ottawa Village	Ohio	9060	0.0000443440902291332000
Ottoville Village	Ohio	9058	0.0000102332515911726000
Otway Village	Ohio	9136	0.0000010650523205062800
Owensville Village	Ohio	7741	0.0000082331518776648400
Oxford City	Ohio	7661	0.0007441325775083430000
Oxford Township	Ohio	7666	0.0010316177131811500000
Oxford Township	Ohio	7828	0.0000020069135808911000
Oxford Township	Ohio	8185	0.0000011460650932741100
Oxford Township	Ohio	9330	0.0000007382095275599580
Painesville City	Ohio	8470	0.0007759862248471090000
Painesville Township	Ohio	8479	0.0003130035927608860000
Paint Township	Ohio	8050	0.0000002630182042183810
Paint Township	Ohio	8337	0.0000025380514176404700
Paint Township	Ohio	8367	0.0000039218164710980100
Paint Township	Ohio	8626	0.0000001455515998957730
Paint Township	Ohio	9110	0.0000035928150866088600
Paint Township	Ohio	9450	0.0000017740034341559700
Palestine Village	Ohio	7928	0.0000047963681090680500
Palmer Township	Ohio	9422	0.0000005477206820900340
Palmyra Township	Ohio	9021	0.0000076086670425165100
Pandora Village	Ohio	9063	0.0000086052342924545400
Paris Township	Ohio	9014	0.0000014076034028372700
Paris Township	Ohio	9225	0.0000097306045180766500
Parkman Township	Ohio	8141	0.0000080665771942911200
Parma City	Ohio	7894	0.0014450854594447700000
Parma Heights City	Ohio	7896	0.0003054008444921050000
Parral Village	Ohio	9305	0.0000000922761909456682
Pataskala City	Ohio	8513	0.0001629774550650560000
Patterson Village	Ohio	8268	0.0000007882860504944100
Paulding County	Ohio	8915	0.0007863755544894530000
Paulding Township	Ohio	8937	0.0000014374275705575100
Paulding Village	Ohio	8926	0.0000157774788099547000
Paxton Township	Ohio	9115	0.0000096729636944260400
Payne Village	Ohio	8924	0.0000053047922245835300
Pease Township	Ohio	7626	0.0000048719640242225400

Pebble Township	Ohio	8991	0.0000032445697053436900
Pee Pee Township	Ohio	8994	0.0000140861806715923000
Peebles Village	Ohio	7467	0.0000636706276419140000
Pemberville Village	Ohio	9491	0.0000120401344125553000
Peninsula Village	Ohio	9245	0.0000472053193981451000
Penn Township	Ohio	8827	0.0000013039409709108400
Pepper Pike City	Ohio	7901	0.0001814496900128410000
Perkins Township	Ohio	8005	0.0004795459942673680000
Perry County	Ohio	8940	0.0022292590201831000000
Perry Township	Ohio	7494	0.0000426503914065201000
Perry Township	Ohio	7649	0.0001344390992944140000
Perry Township	Ohio	7805	0.0000457496922671692000
Perry Township	Ohio	8056	0.0000033140293730179800
Perry Township	Ohio	8082	0.0000858202386846385000
Perry Township	Ohio	8481	0.0000239611482974640000
Perry Township	Ohio	8499	0.0000086289481650242800
Perry Township	Ohio	8537	0.0000152737125088298000
Perry Township	Ohio	8568	0.0000252225110403506000
Perry Township	Ohio	8778	0.0000008173228788111370
Perry Township	Ohio	8872	0.0000262083712201248000
Perry Township	Ohio	8974	0.0000002729748126917680
Perry Township	Ohio	8993	0.0000011870376970349100
Perry Township	Ohio	9067	0.0000000775246332661329
Perry Township	Ohio	9093	0.0000038427862605968600
Perry Township	Ohio	9232	0.0005032112622282330000
Perry Township	Ohio	9509	0.0000009746775476894600
Perry Village	Ohio	8469	0.0000508508813857897000
Perrysburg City	Ohio	9494	0.0005402006972964190000
Perrysburg Township	Ohio	9511	0.0003204395772945150000
Perrysville Village	Ohio	7508	0.0000079218411794931500
Peru Township	Ohio	8394	0.0000002570969122593440
Peru Township	Ohio	8844	0.0000006634856121383470
Phillipsburg Village	Ohio	8794	0.0000392971257625044000
Philo Village	Ohio	8856	0.0000098633655131124200
Pickaway County	Ohio	8961	0.0008747477872792970000
Pickaway Township	Ohio	8977	0.0000050955298369309600
Pickerington City	Ohio	8033	0.0003279472201567050000
Pierce Township	Ohio	7751	0.0006759256257069300000
Pierpont Township	Ohio	7541	0.0000111049155628899000
Pike County	Ohio	8983	0.0028769045625821400000
Pike Township	Ohio	7650	0.0000226484875700725000
Pike Township	Ohio	7730	0.0000251070540275873000
Pike Township	Ohio	8959	0.0000208539685999889000
Pike Township	Ohio	9227	0.0000199245711559463000

Piketon Village	Ohio	8979	0.0000224745803974385000
Pioneer Village	Ohio	9470	0.0000269330053687503000
Piqua City	Ohio	8746	0.0008142447496898280000
Pittsburg Village	Ohio	7931	0.0000052995187708337400
Pitt Township	Ohio	9529	0.0000026535151254700900
Plain City Village	Ohio	8630	0.0000959897355178863000
Plain Township	Ohio	8083	0.0003638062951627900000
Plain Township	Ohio	9230	0.0004345409960377930000
Plain Township	Ohio	9456	0.0000027877196822066100
Plain Township	Ohio	9516	0.0000025226948292806200
Plainfield Village	Ohio	7819	0.0000001433509700644200
Pleasant City Village	Ohio	8168	0.0000081050087903153100
Pleasant Hill Village	Ohio	8747	0.0000026588451857521900
Pleasant Plain Village	Ohio	9390	0.0000001089637480205540
Pleasant Township	Ohio	7654	0.0000113242437851710000
Pleasant Township	Ohio	7733	0.0000303323799925830000
Pleasant Township	Ohio	8030	0.0000644755449884199000
Pleasant Township	Ohio	8084	0.0001290879423561690000
Pleasant Township	Ohio	8256	0.0000026324814628589400
Pleasant Township	Ohio	8318	0.0000020915228434151400
Pleasant Township	Ohio	8458	0.0000427424380229099000
Pleasant Township	Ohio	8670	0.0000902075462464422000
Pleasant Township	Ohio	8956	0.0000017126447642426200
Pleasant Township	Ohio	9173	0.0000030048361437788000
Pleasant Township	Ohio	9362	0.0000026686806376607200
Pleasantville Village	Ohio	8021	0.0000005341169407280090
Plymouth Township	Ohio	7543	0.0000163824991965786000
Plymouth Village	Ohio	9103	0.0000609268986047240000
Poland Township	Ohio	8655	0.0001388432488491970000
Poland Village	Ohio	8637	0.0000577459079720593000
Polk Township	Ohio	7851	0.0000100833648177783000
Polk Village	Ohio	7510	0.0000003808577490254920
Pomeroy Village	Ohio	8704	0.0000879176441833511000
Port Clinton City	Ohio	8897	0.0001361298920821980000
Port Jefferson Village	Ohio	9188	0.0000029085632269201100
Port Washington Village	Ohio	9303	0.0000030451143011881900
Port William Village	Ohio	7766	0.0000102345521624928000
Portage County	Ohio	8998	0.0086034241716080300000
Portage Township	Ohio	8257	0.0000015794888777261400
Portage Township	Ohio	8912	0.0000004503351817553650
Portage Township	Ohio	9518	0.0000013186813880250900
Portage Village	Ohio	9497	0.0000150215010287794000
Porter Township	Ohio	7984	0.0000346071974329043000

Porter Township	Ohio	9154	0.0003703719444558570000
Portsmouth City	Ohio	9142	0.0020917627574441600000
Potsdam Village	Ohio	8743	0.00000002127076148617910
Powell City	Ohio	7966	0.0001726497461191280000
Powhatan Point Village	Ohio	7614	0.0000155376149961546000
Prairie Township	Ohio	8087	0.0003226840974719140000
Prairie Township	Ohio	8365	0.0000036222332684241100
Preble County	Ohio	9030	0.0028722120938084800000
Proctorville Village	Ohio	8489	0.0000170950859872157000
Prospect Village	Ohio	8665	0.0000104487505306642000
Providence Township	Ohio	8610	0.0000247946735234784000
Pulaski Township	Ohio	9471	0.0000027227355155040200
Pultney Township	Ohio	7618	0.0000173810608431286000
Pusheta Township	Ohio	7597	0.0000025011154844535700
Put In Bay Township	Ohio	8913	0.0000324241330845543000
Put-In-Bay Village	Ohio	8900	0.0000375064872807635000
Putnam County	Ohio	9047	0.0012857460427241500000
Quaker City Village	Ohio	8170	0.0000040748981093112900
Quincy Village	Ohio	8548	0.0000031761680568651900
Raccoon Township	Ohio	8122	0.0000033350667600465300
Racine Village	Ohio	8705	0.0000101382508605765000
Radnor Township	Ohio	7982	0.0000016994605882022900
Randolph Township	Ohio	9020	0.0000128586473015377000
Range Township	Ohio	8627	0.0000066953735953133000
Rarden Township	Ohio	9153	0.0000191709417688436000
Rarden Village	Ohio	9147	0.0000047927354421435600
Ravenna City	Ohio	9004	0.0002046731434405420000
Ravenna Township	Ohio	9024	0.0000558476160924430000
Rawson Village	Ohio	8252	0.0000013162407314429400
Rayland Village	Ohio	8419	0.0000037314220017820800
Reading City	Ohio	8219	0.0004282908888669130000
Reading Township	Ohio	8962	0.0000181338857389920000
Recovery Township	Ohio	8734	0.0000007605391276431130
Reily Township	Ohio	7672	0.0000119533293254139000
Reminderville Village	Ohio	9247	0.0001417964756675330000
Rendville Village	Ohio	8946	0.0000017126447642426200
Republic Village	Ohio	9164	0.0000104230253738253000
Reynoldsburg City	Ohio	8042	0.0006528436833943140000
Rice Township	Ohio	9130	0.0000037259310244476500
Richfield Township	Ohio	8321	0.0000218659206357037000
Richfield Township	Ohio	8611	0.0000440510179099841000
Richfield Township	Ohio	9260	0.0000898977019499989000
Richfield Village	Ohio	9251	0.0003744834994032640000
Richland County	Ohio	9072	0.0069815072469291200000

Richland Township	Ohio	7495	0.0000028093072183757900
Richland Township	Ohio	7629	0.0000250181936380816000
Richland Township	Ohio	7776	0.0000054305786983116000
Richland Township	Ohio	7941	0.0000027649663152410300
Richland Township	Ohio	8031	0.0000032810040644181700
Richland Township	Ohio	8371	0.0000013889766668618000
Richland Township	Ohio	9533	0.0000010108629049474000
Richmond Heights City	Ohio	7900	0.0002047599071230870000
Richmond Township	Ohio	7542	0.0000029686407938825100
Richmond Township	Ohio	8389	0.0000141403301743851000
Richmond Village	Ohio	8420	0.0000071263413359506700
Richwood Village	Ohio	9341	0.0000131559673059918000
Ridgefield Township	Ohio	8392	0.0000032137114033428200
Ridgeville Township	Ohio	8319	0.0000020281433633116500
Ridgeway Village	Ohio	8277	0.0000036188077079982100
Riley Township	Ohio	9070	0.0000067446430940350200
Rio Grande Village	Ohio	8114	0.0000135157968694921000
Ripley Township	Ohio	8364	0.0000003268180392536770
Ripley Township	Ohio	8391	0.0000001285484561310190
Ripley Village	Ohio	7636	0.0001048218463183110000
Risingsun Village	Ohio	9492	0.0000042427140310395900
Rittman City	Ohio	8702	0.0000558605420832943000
Riverlea Village	Ohio	8065	0.0000015733710425741600
Riverside City	Ohio	8791	0.0007658448423543170000
Roaming Shores Village	Ohio	7527	0.0000327649983920796000
Rochester Township	Ohio	8590	0.0000126774599672687000
Rochester Village	Ohio	8573	0.0000001824094959343080
Rock Creek Village	Ohio	7532	0.0000019790938626601800
Rockford Village	Ohio	8723	0.0000172388868929565000
Rocky Ridge Village	Ohio	8901	0.0000019943415191523000
Rocky River City	Ohio	7898	0.0004716433928695390000
Rogers Village	Ohio	7790	0.0000051110010432759600
Rome Township	Ohio	7547	0.0000133039087435935000
Rome Township	Ohio	7569	0.0000026351475554797200
Rome Township	Ohio	8498	0.0000099314309068791600
Rome Village	Ohio	7471	0.0000024217510215938800
Rootstown Township	Ohio	9023	0.0000248422978933732000
Rose Township	Ohio	7694	0.0000044885919475610200
Roseville Village	Ohio	8873	0.0000154728866398083000
Ross County	Ohio	9099	0.0094673441232647700000
Ross Township	Ohio	7668	0.0002451189051558640000
Ross Township	Ohio	8164	0.0000024157972683842300
Ross Township	Ohio	8429	0.0000046269632822744300

Rossburg Village	Ohio	7932	0.0000009216554384046960
Rossford City	Ohio	9490	0.0001189106608154200000
Roswell Village	Ohio	9311	0.00000025837333464463800
Roundhead Township	Ohio	8274	0.00000021842489908137400
Royalton Township	Ohio	8101	0.00000090477567876719000
Rumley Township	Ohio	8299	0.00000058978696202064200
Rush Creek Township	Ohio	8027	0.0000248745889537967000
Rush Township	Ohio	9155	0.0000444659343803963000
Rush Township	Ohio	9328	0.0000006459333366115950
Rushcreek Township	Ohio	8560	0.00000039235017173040600
Rushsylvania Village	Ohio	8547	0.0000000934167075575526
Rushville Village	Ohio	8014	0.0000002289072603120040
Russell Township	Ohio	8142	0.0001739691814870420000
Russells Point Village	Ohio	8546	0.0000214858427381563000
Russellville Village	Ohio	7642	0.0000540079318968084000
Russia Village	Ohio	9187	0.00000032409704527306800
Rutland Village	Ohio	8707	0.00000042770745817762600
Sabina Village	Ohio	7767	0.0000682999705525467000
Sagamore Hills Township	Ohio	9259	0.0002118372555013930000
Salem City	Ohio	7811	0.0003587580651873730000
Salem Township	Ohio	7596	0.00000010838167099209000
Salem Township	Ohio	7708	0.00000035647897586670100
Salem Township	Ohio	7807	0.00000084767822182279300
Salem Township	Ohio	8869	0.00000036635357618515400
Salem Township	Ohio	8914	0.00000067550277261957700
Salem Township	Ohio	9197	0.00000099722167775499500
Salem Township	Ohio	9325	0.0000247300191732451000
Salem Township	Ohio	9397	0.0000698457624812155000
Salem Township	Ohio	9432	0.00000046947487038212900
Salesville Village	Ohio	8172	0.00000006367028295967270
Salineville Village	Ohio	7792	0.0000324112261298656000
Salisbury Township	Ohio	8715	0.00000033266135637234900
Salt Creek Township	Ohio	8352	0.00000017165730083257500
Salt Creek Township	Ohio	8370	0.00000004357573856805500
Salt Creek Township	Ohio	9463	0.00000013033494618409700
Salt Lick Township	Ohio	8957	0.00000004029752386532460
Salt Rock Township	Ohio	8668	0.00000066175420027450200
Saltcreek Township	Ohio	8978	0.00000036851599713254000
Sandusky City	Ohio	7999	0.0011812067186956200000
Sandusky County	Ohio	9116	0.0028776889545863800000
Sandusky Township	Ohio	7850	0.00000001018521698766300
Sandusky Township	Ohio	9133	0.0000141416018431206000
Sandy Township	Ohio	9229	0.0000463362119900715000

Sandy Township	Ohio	9329	0.0000064593333661159500
Sarahsville Village	Ohio	8885	0.0000006460811947108920
Sardinia Village	Ohio	7652	0.0000412318619875025000
Savannah Village	Ohio	7509	0.0000021488435109236700
Saybrook Township	Ohio	7549	0.0001516205798113320000
Scio Village	Ohio	8287	0.0000014297865745538600
Scioto County	Ohio	9146	0.0088045212704839300000
Scioto Township	Ohio	7986	0.0000184623218445515000
Scioto Township	Ohio	8976	0.0000589170637402719000
Scioto Township	Ohio	8995	0.0000024532112405639500
Scioto Township	Ohio	9113	0.0001376324548522270000
Scipio Township	Ohio	8717	0.0000044354847514517200
Scipio Township	Ohio	9175	0.0000052584632515455500
Scott Township	Ohio	8673	0.0000012190208952396700
Scott Township	Ohio	9132	0.0000087220658074868800
Scott Village	Ohio	8936	0.0000060086762665517700
Seal Township	Ohio	8996	0.0000125034637422483000
Seaman Village	Ohio	7465	0.0000234446109538168000
Sebring Village	Ohio	8638	0.0000737353127701018000
Seneca County	Ohio	9160	0.0026233158546376500000
Seneca Township	Ohio	8779	0.0000001167604112579640
Seneca Township	Ohio	8889	0.0000001615202986804170
Senecaville Village	Ohio	8174	0.0000073857528231603900
Seven Hills City	Ohio	7897	0.0001952878189009130000
Seven Mile Village	Ohio	7659	0.0000122559452579279000
Seville Village	Ohio	8682	0.0000518649298746858000
Shadyside Village	Ohio	7611	0.0000732111350680789000
Shaker Heights City	Ohio	7899	0.0009818041444712620000
Shalersville Township	Ohio	9025	0.0000008749967098638060
Sharon Township	Ohio	8085	0.0000503478733621575000
Sharon Township	Ohio	8699	0.0000544084125764467000
Sharon Township	Ohio	9094	0.0000007518494857466960
Sharonville City	Ohio	7675	0.0012026449576035900000
Shawnee Hills Village	Ohio	7971	0.0000285818371651714000
Shawnee Township	Ohio	7498	0.0002714173860199970000
Shawnee Village	Ohio	8950	0.0000055409095313811100
Sheffield Lake City	Ohio	8579	0.0001060711218856780000
Sheffield Township	Ohio	7550	0.0000117646135169663000
Sheffield Township	Ohio	8596	0.0000365731039355603000
Sheffield Village	Ohio	8578	0.0003590730927458660000
Shelby City	Ohio	9076	0.0002822777124873140000
Shelby County	Ohio	9179	0.0024366280677883600000
Sherrodsville Village	Ohio	7685	0.0000099973184289402800
Sherwood Village	Ohio	7955	0.0000115736525232611000

Shiloh Village	Ohio	9078	0.0000014201601397377700
Shreve Village	Ohio	9435	0.0000112956953358833000
Sidney City	Ohio	9185	0.0007193292369030030000
Silver Lake Village	Ohio	9244	0.0000815938981551935000
Silverton Village	Ohio	8222	0.0001100246997687070000
Sinking Spring Village	Ohio	8324	0.0000175099715431261000
Smith Township	Ohio	7623	0.0000109290003787196000
Smith Township	Ohio	8651	0.0000526845136496505000
Smithfield Township	Ohio	8431	0.0000028358807212897200
Smithfield Village	Ohio	8416	0.0000201496788097310000
Smithville Village	Ohio	9436	0.0000116577368529865000
Solon City	Ohio	7907	0.0005390950210971670000
Somerford Township	Ohio	8628	0.0000176117435873615000
Somers Township	Ohio	9046	0.0000088903992655244300
Somerset Village	Ohio	8947	0.0000125929762076109000
Somerville Village	Ohio	7663	0.0000015130796614655900
South Amherst Village	Ohio	8575	0.0000189705875770926000
South Bloomfield Township	Ohio	8852	0.0000044785278818462900
South Bloomfield Village	Ohio	8965	0.0000120563875609347000
South Charleston Village	Ohio	7714	0.0000251070540275873000
South Euclid City	Ohio	7904	0.0003897616302162130000
South Lebanon Village	Ohio	9389	0.0000549177290027903000
South Point Village	Ohio	8490	0.0000574720509860639000
South Russell Village	Ohio	8131	0.0000630089307506725000
South Salem Village	Ohio	9105	0.0000052184222379536100
South Solon Village	Ohio	8620	0.0000069864767950509600
South Vienna Village	Ohio	7721	0.0000085389473089405200
South Webster Village	Ohio	9141	0.0000231648879708095000
South Zanesville Village	Ohio	8854	0.0000145602062335523000
Southington Township	Ohio	9293	0.0000135719597549503000
Sparta Village	Ohio	8833	0.0000007218561769531520
Spencer Township	Ohio	7493	0.0000015323493918144000
Spencer Township	Ohio	8183	0.0000015280867910321400
Spencer Township	Ohio	8609	0.0000230053671867937000
Spencer Township	Ohio	8697	0.0000006635172265275770
Spencer Village	Ohio	8681	0.0000151503100057310000
Spencerville Village	Ohio	7489	0.0000236875676820120000
Sprigg Township	Ohio	7482	0.0000009871415138477550
Spring Valley Township	Ohio	8160	0.0000662894770438727000
Spring Valley Village	Ohio	8148	0.0000013528464702930100

Springboro City	Ohio	8810	0.0002808386013045190000
Springdale City	Ohio	8221	0.0006481838922439540000
Springfield City	Ohio	7722	0.0044350272746935100000
Springfield Township	Ohio	7734	0.0000983890645128736000
Springfield Township	Ohio	8120	0.0000091275511328014600
Springfield Township	Ohio	8233	0.0009870161766118390000
Springfield Township	Ohio	8430	0.0000020895963210141300
Springfield Township	Ohio	8612	0.0004050648726264480000
Springfield Township	Ohio	8652	0.0000371552356074558000
Springfield Township	Ohio	9090	0.0001659081198549150000
Springfield Township	Ohio	9117	0.0000497466704268603000
Springfield Township	Ohio	9264	0.0004398308249015710000
Springfield Township	Ohio	9476	0.0000046360091210006100
St Albans Township	Ohio	8542	0.0000406141900801873000
St Clair Township	Ohio	7677	0.0000051444708489668600
St Clair Township	Ohio	7804	0.0001573191052854820000
St Marys Township	Ohio	7598	0.0000020008923875628500
St. Bernard Village	Ohio	8225	0.0003557230698391430000
St. Clairsville City	Ohio	7613	0.0001756540542787990000
St. Henry Village	Ohio	8726	0.0000131826782122292000
St. Louisville Village	Ohio	8514	0.0000035580807549192900
St. Marys City	Ohio	7591	0.0002632840899958240000
St. Paris Village	Ohio	7700	0.0000356478975866701000
Stafford Village	Ohio	8767	0.0000002335208225159280
Stark County	Ohio	9201	0.01434281838704700000000
Starr Township	Ohio	8358	0.0000013454220876081300
Staunton Township	Ohio	8755	0.0000035096756450754300
Sterling Township	Ohio	7651	0.0000406511315372020000
Steubenville City	Ohio	8421	0.0012804747741458600000
Steubenville Township	Ohio	8433	0.0000002985137601371780
Stock Township	Ohio	8301	0.0000031276581317439600
Stock Township	Ohio	8893	0.0000003230405973554460
Stockport Village	Ohio	8823	0.0000021063661837749100
Stokes Township	Ohio	8561	0.0000447466029207978000
Stokes Township	Ohio	8623	0.0000071320283949198000
Stone Creek Village	Ohio	9310	0.0000012918666732231900
Stonelick Township	Ohio	7753	0.0001725733207297240000
Stoutsville Village	Ohio	8017	0.0000006867217809360120
Stow City	Ohio	9249	0.0013821320381335000000
Strasburg Village	Ohio	9314	0.0000308202477742745000
Stratton Village	Ohio	8424	0.0000140301467269054000
Streetsboro City	Ohio	9003	0.0001929557961948570000
Strongsville City	Ohio	7905	0.0006924244492082590000
Struthers City	Ohio	8640	0.0002366201846608440000

Stryker Village	Ohio	9469	0.0000156741260753535000
Suffield Township	Ohio	9026	0.0000250705579047053000
Sugar Bush Knolls Village	Ohio	9010	0.0000009202195899059450
Sugar Creek Township	Ohio	7500	0.0000025539156530419600
Sugar Creek Township	Ohio	9073	0.0000015504926653226600
Sugar Creek Township	Ohio	9453	0.0000034031902615245400
Sugar Grove Village	Ohio	8015	0.0000018312580824960300
Sugarcreek Township	Ohio	8163	0.0004401582623085080000
Sugarcreek Village	Ohio	9317	0.0000259296096554661000
Sullivan Township	Ohio	7515	0.0000160721970084932000
Summerfield Village	Ohio	8881	0.0000011357535391527800
Summit County	Ohio	14922	0.0308592816277689
Summit Township	Ohio	8781	0.0000000583802056289821
Summitville Village	Ohio	7793	0.0000044877082331794900
Sunbury Village	Ohio	7974	0.0000770937121379616000
Sunfish Township	Ohio	9005	0.0000006330867717645230
Swan Creek Township	Ohio	8099	0.0000453533125039143000
Swanton Township	Ohio	8613	0.0000140588355031004000
Swanton Village	Ohio	8109	0.0000678333065047415000
Switzerland Township	Ohio	8782	0.0000016930259632593400
Sycamore Township	Ohio	8235	0.0005471519717748780000
Sycamore Township	Ohio	9535	0.0000025903361939260300
Sycamore Village	Ohio	9524	0.0000112458498175903000
Sylvania City	Ohio	8600	0.0004931669084248640000
Sylvania Township	Ohio	8616	0.0011686726530942900000
Symmes Township	Ohio	8238	0.0002858139855485060000
Symmes Township	Ohio	8501	0.0000004884310282023140
Syracuse Village	Ohio	8710	0.0000050691254304229700
Tallmadge City	Ohio	9029	0.0005438449262515880000
Tarlton Village	Ohio	8028	0.0000021001640915121500
Tate Township	Ohio	7760	0.0002502232433396320000
Taylor Creek Township	Ohio	8279	0.0000010401185670464700
Terrace Park Village	Ohio	8226	0.0000530964969022610000
Texas Township	Ohio	7853	0.0000027500085866178200
The Village Of Indian Hill City	Ohio	8205	0.0002474187278372430000
Thompson Township	Ohio	7993	0.0000023174462566296900
Thompson Township	Ohio	8138	0.0000210627293403048000
Thorn Township	Ohio	8963	0.0000069513228665731800
Thornville Village	Ohio	8952	0.0000057423971506942600
Thurston Village	Ohio	8016	0.0000128188065774183000
Tiffin City	Ohio	9166	0.0006590920279016680000

Tiffin Township	Ohio	7970	0.0000047534644292061300
Tiltonsville Village	Ohio	8423	0.0000155227155274565000
Timberlake Village	Ohio	8468	0.0000218312684485850000
Tipp City	Ohio	8745	0.0003525628716342480000
Tiro Village	Ohio	7840	0.0000003055565096271960
Toledo City	Ohio	8602	0.0095498687395811700000
Tontogany Village	Ohio	9498	0.0000017773531751841600
Toronto City	Ohio	8426	0.0002613487970075220000
Townsend Township	Ohio	8393	0.0000057846805259093200
Townsend Township	Ohio	9134	0.0000002540407516725180
Tremont City Village	Ohio	7719	0.0000059900078135775800
Trenton City	Ohio	7669	0.0003899206287541800000
Trenton Township	Ohio	7987	0.0000005407374598874460
Trimble Township	Ohio	7572	0.0000215691707317220000
Trimble Village	Ohio	7561	0.0000040456548355082600
Trotwood City	Ohio	8798	0.0007601186897453180000
Troy City	Ohio	8748	0.0008427475700824230000
Troy Township	Ohio	7517	0.0000022089749442993600
Troy Township	Ohio	7575	0.0000081982368392882100
Troy Township	Ohio	8143	0.0000243789888533846000
Troy Township	Ohio	9096	0.0000325801443809200000
Troy Township	Ohio	9515	0.0000259722899467948000
Trumbull Township	Ohio	7545	0.0000060472312471369600
Truro Township	Ohio	8086	0.0004619989515839760000
Tully Township	Ohio	9364	0.0000074258939482170900
Turtle Creek Township	Ohio	9196	0.0000031578686462780300
Turtlecreek Township	Ohio	9401	0.0000667947775376638000
Tuscarawas County	Ohio	9297	0.0034852717320857000000
Tuscarawas Township	Ohio	9228	0.0000196465538839627000
Tuscarawas Village	Ohio	9312	0.0000035987714469322500
Twin Township	Ohio	7944	0.0000035714148238754400
Twin Township	Ohio	9119	0.0000491939296444295000
Twinsburg City	Ohio	9246	0.0007805575567063210000
Tymochtee Township	Ohio	9538	0.0000029694097831903800
Uhrichsville City	Ohio	9313	0.0000953213052455094000
Union City	Ohio	8758	0.0001863419514222320000
Union City Village	Ohio	7930	0.0000713130895459336000
Union County	Ohio	9337	0.0028114527986502800000
Union Township	Ohio	7594	0.0000015840398068116100
Union Township	Ohio	7696	0.0000007140941734841890
Union Township	Ohio	7713	0.0000001980438754859900
Union Township	Ohio	7752	0.0029829839292464500000
Union Township	Ohio	7777	0.0000804143384195860000
Union Township	Ohio	8049	0.0000131509102109191000

Union Township	Ohio	8338	0.0001051176295475820000
Union Township	Ohio	8500	0.0000110711033061706000
Union Township	Ohio	8536	0.0000719426572148461000
Union Township	Ohio	8564	0.0000011210004906852400
Union Township	Ohio	8736	0.0000043942260708328600
Union Township	Ohio	8757	0.0000360539407186951000
Union Township	Ohio	8871	0.0000030059780611031000
Union Township	Ohio	8997	0.0000010287660041005100
Union Township	Ohio	9114	0.0001116536380725880000
Union Township	Ohio	9327	0.0000020300762007831500
Union Township	Ohio	9351	0.0000023432302283142900
Union Township	Ohio	9366	0.0000027847102305814100
Union Township	Ohio	9403	0.0000748580948904035000
Unionville Center Village	Ohio	9343	0.0000013813396449063000
Uniopolis Village	Ohio	7585	0.0000023343744521476800
Unity Township	Ohio	7806	0.0000007479513721965820
University Heights City	Ohio	7903	0.0002874186769968980000
Upper Arlington City	Ohio	8066	0.0011223141714179700000
Upper Sandusky City	Ohio	9525	0.0001016549008794720000
Upper Township	Ohio	8503	0.0000070008447377730400
Urbana City	Ohio	7703	0.0005385803193872960000
Urbancrest Village	Ohio	8068	0.0000032182589507749700
Utica Village	Ohio	8459	0.0000421286904288691000
Valley Hi Village	Ohio	8552	0.0000012324400359875600
Valley Township	Ohio	8181	0.0000050936226367738100
Valley Township	Ohio	9156	0.0000170408371278311000
Valley View Village	Ohio	7902	0.0001487413853702680000
Valleyview Village	Ohio	8069	0.0000150185417700138000
Van Buren Township	Ohio	7946	0.0000032257940345376700
Van Buren Township	Ohio	9065	0.0000021706897314355600
Van Buren Township	Ohio	9199	0.0000036564794849938900
Van Buren Village	Ohio	8244	0.0000011133778542603000
Van Wert City	Ohio	9357	0.0004952143026726700000
Van Wert County	Ohio	9352	0.0010512281120667100000
Vandalia City	Ohio	8799	0.0009058548875611740000
Vanlue Village	Ohio	8251	0.0000010439724815150100
Venedocia Village	Ohio	9358	0.0000003480887788159410
Venice Township	Ohio	9177	0.0000000939011294920772
Vermilion City	Ohio	8012	0.0004047398550967190000
Vermilion Township	Ohio	8006	0.0000119667594432062000
Vermillion Township	Ohio	7518	0.0000045702929882520200
Vernon Township	Ohio	7854	0.0000001018521698766300
Vernon Township	Ohio	9158	0.0000364780419759257000

Vernon Township	Ohio	9291	0.0000059077942461647000
Verona Village	Ohio	8811	0.0000115872825660210000
Versailles Village	Ohio	7929	0.0000936632339267019000
Vienna Township	Ohio	9295	0.0000394385183474383000
Vinton County	Ohio	9367	0.0010209124854247500000
Vinton Township	Ohio	9378	0.0000010960530083428000
Vinton Village	Ohio	8119	0.0000047393053958414200
Violet Township	Ohio	8032	0.0005823400702184360000
Virginia Township	Ohio	7832	0.0000007884303353394920
Wabash Township	Ohio	7947	0.0000004608277191888780
Wadsworth City	Ohio	8684	0.0007126175013069980000
Waite Hill Village	Ohio	8473	0.0000496971964693531000
Wakeman Village	Ohio	8375	0.0000169683962090466000
Walbridge Village	Ohio	9496	0.0000271763033889933000
Waldo Township	Ohio	8674	0.0000006965833687199270
Waldo Village	Ohio	8666	0.0000038966421891770200
Walnut Township	Ohio	8038	0.0000815672870896687000
Walnut Township	Ohio	8121	0.0000014042386357948900
Walton Hills Village	Ohio	7908	0.0000932038680974068000
Wapakoneta City	Ohio	7588	0.0002577816359297570000
Ward Township	Ohio	8350	0.0000013918159526776200
Warren City	Ohio	9268	0.0032965491893194900000
Warren County	Ohio	9381	0.0098369202801511100000
Warren Township	Ohio	7624	0.0000009217229235139400
Warren Township	Ohio	8436	0.0000040299357619462000
Warren Township	Ohio	9298	0.0000014370310328770900
Warren Township	Ohio	9332	0.0000019378000098347900
Warren Township	Ohio	9425	0.0000082158102314852100
Warrensville Heights City	Ohio	7906	0.0003382201501573250000
Warsaw Village	Ohio	7817	0.0000036629305314962600
Warwick Township	Ohio	9333	0.0000079357524213436300
Washington County	Ohio	9405	0.0031143397984688400000
Washington Court House City	Ohio	8043	0.0003521287718009820000
Washington Township	Ohio	7599	0.0000221765572955781000
Washington Township	Ohio	7628	0.0000007900482201471080
Washington Township	Ohio	7653	0.0000110338785597513000
Washington Township	Ohio	7698	0.0000020402690671246200
Washington Township	Ohio	7756	0.0002865459722039970000
Washington Township	Ohio	7778	0.0000275706303152096000
Washington Township	Ohio	7812	0.0000058589524156072400
Washington Township	Ohio	7830	0.0000007884303353394920
Washington Township	Ohio	7950	0.0000029953801748893500

Washington Township	Ohio	7961	0.0000033067578638658500
Washington Township	Ohio	8089	0.0011474881080963500000
Washington Township	Ohio	8186	0.0000008913839614354170
Washington Township	Ohio	8261	0.0000083581286444713900
Washington Township	Ohio	8307	0.0000031276581317439600
Washington Township	Ohio	8320	0.0000024084202439325800
Washington Township	Ohio	8342	0.0000038070771265145900
Washington Township	Ohio	8357	0.0000022732993893752500
Washington Township	Ohio	8368	0.0000002451135294469930
Washington Township	Ohio	8410	0.0000031045294899743300
Washington Township	Ohio	8504	0.0000006512413709543780
Washington Township	Ohio	8534	0.0000076368562544149100
Washington Township	Ohio	8562	0.0000166281739450342000
Washington Township	Ohio	8614	0.0000666303597792122000
Washington Township	Ohio	8735	0.0000010985565176947400
Washington Township	Ohio	8756	0.0000091464274390651200
Washington Township	Ohio	8783	0.0000000583802056289821
Washington Township	Ohio	8813	0.0012326946963883000000
Washington Township	Ohio	8843	0.0000022669091748082600
Washington Township	Ohio	8875	0.0000139026485325345000
Washington Township	Ohio	8935	0.0000003764691256138670
Washington Township	Ohio	8986	0.0000037306557736068300
Washington Township	Ohio	9045	0.0000064378753302723700
Washington Township	Ohio	9091	0.0000113612811177944000
Washington Township	Ohio	9139	0.0000060969780400542200
Washington Township	Ohio	9157	0.0001062389689686830000
Washington Township	Ohio	9195	0.0000007479162583162460
Washington Township	Ohio	9231	0.0000061163799828295200
Washington Township	Ohio	9513	0.0000021213570155197900
Washingtonville Village	Ohio	7816	0.0000131255297710747000
Waterford Township	Ohio	9427	0.0000468692412248347000
Waterloo Township	Ohio	7573	0.0000062462756870510700
Watertown Township	Ohio	9428	0.0000014084246111194500
Waterville City	Ohio	8606	0.0001169013473333040000
Waterville Township	Ohio	8617	0.0000145700658849334000
Wauseon City	Ohio	8096	0.0002595217326696690000
Waverly Village	Ohio	8981	0.0000725675712128181000
Wayne County	Ohio	9430	0.0021142500520100200000
Wayne Lakes Village	Ohio	7936	0.0000703914341068015000
Wayne Township	Ohio	7479	0.0000118456981661192000
Wayne Township	Ohio	7548	0.0000048377849975479200
Wayne Township	Ohio	7600	0.0000040017847751257100
Wayne Township	Ohio	7625	0.0000005266988134403860
Wayne Township	Ohio	7681	0.0000069601664427040200

Wayne Township	Ohio	7712	0.0000139620932217152000
Wayne Township	Ohio	7758	0.0000192106877143717000
Wayne Township	Ohio	7779	0.0000018798157033073000
Wayne Township	Ohio	7810	0.0000056096352914070100
Wayne Township	Ohio	7948	0.0000003456207893916580
Wayne Township	Ohio	8055	0.0000013150910210919100
Wayne Township	Ohio	8435	0.0000197019081694848000
Wayne Township	Ohio	8784	0.0000000583802056289821
Wayne Township	Ohio	8877	0.0000013151154017393400
Wayne Township	Ohio	8892	0.0000008076014933886150
Wayne Township	Ohio	8982	0.0000004094622190511220
Wayne Township	Ohio	9335	0.0000036910476376650900
Wayne Township	Ohio	9404	0.0000357401093510650000
Wayne Village	Ohio	9499	0.0000075680844878149100
Waynesburg Village	Ohio	9218	0.0000113060357258037000
Waynesfield Village	Ohio	7582	0.0000070864938726633400
Waynesville Village	Ohio	9394	0.0000433675717126385000
Weathersfield Township	Ohio	9296	0.0002340763882449550000
Weller Township	Ohio	9097	0.0000041769415875115800
Wellington Village	Ohio	8576	0.0001545008430550690000
Wells Township	Ohio	8434	0.0000944796050865554000
Wellston City	Ohio	8397	0.0003803048625407140000
Wellsville Village	Ohio	7795	0.0001176776825605450000
Wesley Township	Ohio	9429	0.0000011736871759149100
West Alexandria Village	Ohio	9035	0.0000935024750340103000
West Carrollton City	Ohio	8797	0.0005652049459553220000
West Chester Township	Ohio	7674	0.0034997532570651000000
West Elkton Village	Ohio	9038	0.0000251383703370744000
West Farmington Village	Ohio	9273	0.0000017563712624053300
West Jefferson Village	Ohio	8625	0.0001490448382926250000
West Lafayette Village	Ohio	7818	0.0000245846913657476000
West Leipsic Village	Ohio	9059	0.0000020156404649140700
West Liberty Village	Ohio	8550	0.0000327892643537759000
West Manchester Village	Ohio	9039	0.0000236055428773062000
West Mansfield Village	Ohio	8551	0.0000007473336604658090
West Millgrove Village	Ohio	9501	0.0000010320115210607700
West Milton Village	Ohio	8749	0.0000921023972332510000
West Rushville Village	Ohio	8026	0.0000010025173537865300
West Salem Village	Ohio	9443	0.0000046703355715204900

West Township	Ohio	7809	0.0000054849767294416000
West Union Village	Ohio	7468	0.0001048837858453140000
West Unity Village	Ohio	9460	0.0000137608524698569000
Westerville City	Ohio	7991	0.0019876791397783900000
Westfield Center Village	Ohio	8676	0.0000144867927794189000
Westfield Township	Ohio	8700	0.0000207902064312693000
Westlake City	Ohio	7910	0.0004407481051079900000
Westland Township	Ohio	8189	0.0000003820216977580360
Weston Township	Ohio	9514	0.0000009746775476894600
Weston Village	Ohio	9500	0.0000087147639557799400
Wharton Village	Ohio	9527	0.0000002527157262355030
Wheeling Township	Ohio	7631	0.0000050036387276163100
Wheeling Township	Ohio	8190	0.0000003820216977580360
Whetstone Township	Ohio	7849	0.0000030555650962719600
White Eyes Township	Ohio	7833	0.0000017918871257985100
Whitehall City	Ohio	8067	0.0006631758944461250000
Whitehouse Village	Ohio	8604	0.0001790158387375930000
Whitewater Township	Ohio	8237	0.0000680323303472906000
Wickliffe City	Ohio	8474	0.0005086863038483560000
Wilkesville Township	Ohio	9380	0.0000051149140388432500
Wilkesville Village	Ohio	9365	0.0000009684535227284720
Willard City	Ohio	8382	0.0003170004928146580000
Williams County	Ohio	9454	0.0014117015710195500000
Williamsburg Township	Ohio	7757	0.0001294703491342400000
Williamsburg Village	Ohio	7744	0.0000600535784017272000
Williamsfield Township	Ohio	7552	0.0000043979863614072000
Williamsport Village	Ohio	8970	0.0000039581347842057500
Willoughby City	Ohio	8471	0.0012702070947423900000
Willoughby Hills City	Ohio	8475	0.0004948420848349530000
Willowick City	Ohio	8477	0.0005059352090501100000
Wills Township	Ohio	8188	0.0000010187245273547600
Willshire Village	Ohio	9361	0.0000062655980190102200
Wilmington City	Ohio	7769	0.0011970248661896200000
Wilmot Village	Ohio	9217	0.0000227974162994169000
Wilson Township	Ohio	7782	0.0000064749207558242800
Wilson Village	Ohio	7617	0.0000013258878266379000
Winchester Village	Ohio	7472	0.0000318353138223040000
Windham Township	Ohio	9022	0.0000011413000563640100
Windham Village	Ohio	9009	0.0000283803280688856000
Windsor Township	Ohio	7551	0.0000059372815880344300
Windsor Township	Ohio	8509	0.0000066752240521072700
Windsor Township	Ohio	8825	0.0000046139449741165600
Wintersville Village	Ohio	8422	0.0001588093203965350000

Wood County	Ohio	9475	0.0056355282466581900000
Woodlawn Village	Ohio	8220	0.0002255232651989970000
Woodmere Village	Ohio	7909	0.0000066230616868066400
Woodsfield Village	Ohio	8772	0.0000105084370133245000
Woodstock Village	Ohio	7704	0.0000014211628504757200
Woodville Township	Ohio	9131	0.0000183756143709510000
Woodville Village	Ohio	9127	0.0000320938149614771000
Wooster City	Ohio	9446	0.0037893437438032000000
Wooster Township	Ohio	9455	0.0000162556641212479000
Worthington City	Ohio	8070	0.0007678050687850250000
Worthington Township	Ohio	9095	0.0000164571498547256000
Wren Village	Ohio	9363	0.0000077739827270060900
Wyandot County	Ohio	9519	0.0008982148699828720000
Wyoming City	Ohio	8223	0.0002062865373059660000
Xenia City	Ohio	8150	0.0011877992009227600000
Xenia Township	Ohio	8166	0.0000707345440192859000
Yankee Lake Village	Ohio	9272	0.0000003193402295282410
Yellow Creek Township	Ohio	7814	0.0000100973435245865000
Yellow Springs Village	Ohio	8156	0.0001332553773258280000
York Township	Ohio	7574	0.0000051726970534149400
York Township	Ohio	8105	0.0000579514548685075000
York Township	Ohio	8698	0.0000216748960667112000
York Township	Ohio	9138	0.0000058429372884975500
York Township	Ohio	9334	0.0000072898190845973300
York Township	Ohio	9370	0.0000010442663364747600
Yorkshire Village	Ohio	7933	0.0000071428296474814800
Yorkville Village	Ohio	7632	0.0000110461736273547000
Youngstown City	Ohio	8657	0.0053864862766374800000
Zaleski Village	Ohio	9374	0.0000007307020055528840
Zane Township	Ohio	8563	0.0000117705051521816000
Zanesfield Village	Ohio	8549	0.0000011777998373359000
Zanesville City	Ohio	8853	0.0012841162529870800000
Zoar Village	Ohio	9315	0.0000022146285826798700
Albany City	Oregon	9661	0.0115744212340000000000
Ashland City	Oregon	9693	0.0057255932380000000000
Astoria City	Oregon	9675	0.0018592830650000000000
Baker County	Oregon	9660	0.0047716362050000000000
Beaverton City	Oregon	9744	0.0097096760290000000000
Bend City	Oregon	9686	0.0094435190430000000000
Benton County	Oregon	9664	0.0102198853060000000000
Canby City	Oregon	9671	0.0017168124370000000000
Central Point City	Oregon	9695	0.0017187300430000000000
Clackamas County	Oregon	9662	0.0777131425770000000000

Clatsop County	Oregon	9679	0.0114236920990000000000
Columbia County	Oregon	9678	0.0100966994130000000000
Coos Bay City	Oregon	9687	0.0025389459290000000000
Coos County	Oregon	9681	0.0156330024700000000000
Cornelius City	Oregon	9742	0.0009497502650000000000
Corvallis City	Oregon	9666	0.0066337114250000000000
Cottage Grove City	Oregon	9704	0.0009102295750000000000
Crook County	Oregon	9685	0.0035132299110000000000
Curry County	Oregon	9683	0.0076129612950000000000
Dallas City	Oregon	9725	0.0016069646830000000000
Deschutes County	Oregon	9684	0.0225697536000000000000
Douglas County	Oregon	9688	0.0256894810470000000000
Eugene City	Oregon	9706	0.0276110399320000000000
Forest Grove City	Oregon	9735	0.0025221694150000000000
Gladstone City	Oregon	9665	0.0011813600320000000000
Grants Pass City	Oregon	9699	0.0082325818950000000000
Gresham City	Oregon	9722	0.0098319427180000000000
Happy Valley City	Oregon	9667	0.0001035060090000000000
Hermiston City	Oregon	9728	0.0013163043140000000000
Hillsboro City	Oregon	9743	0.0150835193640000000000
Hood River County	Oregon	9694	0.0035536874980000000000
Independence City	Oregon	9727	0.0008089706010000000000
Jackson County	Oregon	9692	0.0407695106400000000000
Jefferson County	Oregon	9702	0.0036746929150000000000
Josephine County	Oregon	9701	0.0165365237980000000000
Keizer City	Oregon	9721	0.0019165584510000000000
Klamath County	Oregon	9700	0.0121696286010000000000
Klamath Falls City	Oregon	9703	0.0032092752140000000000
La Grande City	Oregon	9739	0.0027156486690000000000
Lake Oswego City	Oregon	9670	0.0069341603420000000000
Lane County	Oregon	9705	0.0633268082340000000000
Lebanon City	Oregon	9708	0.0032693452820000000000
Lincoln County	Oregon	9709	0.0151903432680000000000
Linn County	Oregon	9712	0.0181853766890000000000
Malheur County	Oregon	9714	0.0050140270230000000000
Marion County	Oregon	9713	0.0416364753080000000000
Mcminnville City	Oregon	9747	0.0048035926350000000000
Medford City	Oregon	9696	0.0155407585980000000000
Milwaukie City	Oregon	9677	0.0021136471180000000000
Monmouth City	Oregon	9724	0.0007069609300000000000
Morrow County	Oregon	9723	0.0013515449370000000000
Multnomah County	Oregon	9720	0.1396438156620000000000
Newberg City	Oregon	9748	0.0040932573610000000000
Newport City	Oregon	9711	0.0019083926230000000000

Ontario City	Oregon	9717	0.0018697801820000000000
Oregon City	Oregon	9674	0.0027650404750000000000
Pendleton City	Oregon	9733	0.0035210494580000000000
Polk County	Oregon	9726	0.0070742996810000000000
Portland City	Oregon	9673	0.0827367028580000000000
Prineville City	Oregon	9682	0.0009248618430000000000
Redmond City	Oregon	9689	0.0015503110860000000000
Roseburg City	Oregon	9690	0.0063707998770000000000
Salem City	Oregon	9715	0.0304382214210000000000
Sandy City	Oregon	9669	0.0007750156820000000000
Sherwood City	Oregon	9745	0.0014042049280000000000
Silverton City	Oregon	9718	0.0007756307310000000000
Springfield City	Oregon	9710	0.0116672346590000000000
St. Helens City	Oregon	9680	0.0019644530770000000000
The Dalles City	Oregon	9737	0.0017234187380000000000
Tigard City	Oregon	9738	0.0050498759560000000000
Tillamook County	Oregon	9731	0.0090012288700000000000
Troutdale City	Oregon	9719	0.0008999296100000000000
Tualatin City	Oregon	9676	0.0015515656180000000000
Umatilla County	Oregon	9730	0.0097386338840000000000
Union County	Oregon	9732	0.0041538413740000000000
Wasco County	Oregon	9734	0.0041162787310000000000
Washington County	Oregon	9736	0.0721676222100000000000
West Linn City	Oregon	9668	0.0016005049830000000000
Wilsonville City	Oregon	9672	0.0013833513960000000000
Woodburn City	Oregon	9716	0.0020693492660000000000
Yamhill County	Oregon	9746	0.0141202464440000000000
Abbeville County	South Carolina	10199	0.0033500598230000000000
Aiken City	South Carolina	10205	0.0078380268920000000000
Aiken County	South Carolina	10203	0.0256616705970000000000
Allendale County	South Carolina	10200	0.0012204418230000000000
Anderson City	South Carolina	10211	0.0117353030520000000000
Anderson County	South Carolina	10206	0.0333922319040000000000
Bamberg County	South Carolina	10210	0.0027059133720000000000
Barnwell County	South Carolina	10208	0.0046532247690000000000
Beaufort City	South Carolina	10212	0.0007699824780000000000
Beaufort County	South Carolina	10213	0.0233644183520000000000
Berkeley County	South Carolina	10216	0.0209614402940000000000
Bluffton Town	South Carolina	10215	0.0004819689170000000000
Calhoun County	South Carolina	10225	0.0018332603930000000000
Cayce City	South Carolina	10267	0.0025721369600000000000
Charleston City	South Carolina	10221	0.0230043405520000000000
Charleston County	South Carolina	10229	0.0380164384880000000000
Cherokee County	South Carolina	10227	0.0094407007450000000000

Chester City	South Carolina	10231	0.0012995731330000000000
Chester County	South Carolina	10230	0.0039479652110000000000
Chesterfield County	South Carolina	10232	0.0094434886640000000000
Clarendon County	South Carolina	10235	0.0057053835750000000000
Clemson City	South Carolina	10207	0.0033116168770000000000
Colleton County	South Carolina	10233	0.0085893655350000000000
Columbia City	South Carolina	10270	0.0239180607020000000000
Conway City	South Carolina	10250	0.0028947394020000000000
Darlington County	South Carolina	10234	0.0169064628670000000000
Dillon County	South Carolina	10237	0.0066084114170000000000
Dorchester County	South Carolina	10236	0.0160157659750000000000
Easley City	South Carolina	10209	0.0085658357710000000000
Edgefield County	South Carolina	10238	0.0035860970740000000000
Fairfield County	South Carolina	10242	0.0035364218910000000000
Florence City	South Carolina	10239	0.0100653369040000000000
Florence County	South Carolina	10240	0.0220590062720000000000
Forest Acres City	South Carolina	10277	0.0009959290560000000000
Fort Mill Town	South Carolina	10289	0.0017149748020000000000
Fountain Inn City	South Carolina	10251	0.0019756970940000000000
Gaffney City	South Carolina	10228	0.0020443537820000000000
Georgetown City	South Carolina	10249	0.0026262335620000000000
Georgetown County	South Carolina	10241	0.0118950989000000000000
Goose Creek City	South Carolina	10218	0.0054735757680000000000
Greenville City	South Carolina	10244	0.0227056483950000000000
Greenville County	South Carolina	10243	0.0715023283640000000000
Greenwood City	South Carolina	10248	0.0003082206180000000000
Greenwood County	South Carolina	10255	0.0133889444900000000000
Greer City	South Carolina	10245	0.0055905646720000000000
Hampton County	South Carolina	10252	0.0034503769190000000000
Hanahan City	South Carolina	10222	0.0022796848400000000000
Hilton Head Island Town	South Carolina	10220	0.0023238784580000000000
Horry County	South Carolina	10253	0.0521667188790000000000
Irmo Town	South Carolina	10266	0.0009427409060000000000
James Island Town	South Carolina	10223	0.0004615518870000000000
Jasper County	South Carolina	10259	0.0042785483170000000000
Kershaw County	South Carolina	10257	0.0107808928230000000000
Lancaster County	South Carolina	10258	0.0148092826030000000000
Laurens County	South Carolina	10262	0.0135984429460000000000
Lee County	South Carolina	10260	0.0021766218200000000000
Lexington County	South Carolina	10264	0.0448813916050000000000
Lexington Town	South Carolina	10261	0.0023421040620000000000
Marion County	South Carolina	10269	0.0069732423070000000000
Marlboro County	South Carolina	10265	0.0048782380420000000000

Mauldin City	South Carolina	10246	0.0042532539290000000000
Mccormick County	South Carolina	10268	0.0012816234930000000000
Moncks Corner Town	South Carolina	10217	0.0019654264450000000000
Mount Pleasant Town	South Carolina	10226	0.0057508018890000000000
Myrtle Beach City	South Carolina	10254	0.0190682340680000000000
Newberry City	South Carolina	10274	0.0003448646570000000000
Newberry County	South Carolina	10273	0.0056565517100000000000
North Augusta City	South Carolina	10202	0.0051396785250000000000
North Charleston City	South Carolina	10219	0.0177510909590000000000
North Myrtle Beach City	South Carolina	10256	0.0063663132480000000000
Oconee County	South Carolina	10271	0.0280995152140000000000
Orangeburg City	South Carolina	10275	0.0004689403440000000000
Orangeburg County	South Carolina	10272	0.0145439829120000000000
Pickens County	South Carolina	10276	0.0281433471650000000000
Port Royal Town	South Carolina	10214	0.0002060986170000000000
Richland County	South Carolina	10278	0.0388167238390000000000
Rock Hill City	South Carolina	10290	0.0131200735550000000000
Saluda County	South Carolina	10280	0.0026048018090000000000
Simpsonville City	South Carolina	10247	0.0034970644950000000000
Spartanburg City	South Carolina	10279	0.0118903089580000000000
Spartanburg County	South Carolina	10282	0.0640842933950000000000
Summerville Town	South Carolina	10224	0.0064460119120000000000
Sumter City	South Carolina	10283	0.0053906426710000000000
Sumter County	South Carolina	10284	0.0094809957330000000000
Tega Cay City	South Carolina	10292	0.0004333650220000000000
Union County	South Carolina	10281	0.0064995240200000000000
West Columbia City	South Carolina	10263	0.0039438583220000000000
Williamsburg County	South Carolina	10287	0.0049313576290000000000
York County	South Carolina	10286	0.0258008788650000000000
Anderson County	Tennessee	10371	0.0120632490260000000000
Arlington Town	Tennessee	10524	0.0000365663090000000000
Bartlett City	Tennessee	10523	0.0007305615660000000000
Bedford County	Tennessee	10372	0.0057626635550000000000
Benton County	Tennessee	10377	0.0052166080680000000000
Bledsoe County	Tennessee	10380	0.0013985808200000000000
Blount County	Tennessee	10378	0.0191964655810000000000
Bradley County	Tennessee	10381	0.0104302175520000000000
Brentwood City	Tennessee	10561	0.0004782086000000000000
Bristol City	Tennessee	10535	0.0054268711500000000000
Campbell County	Tennessee	10382	0.0159743705590000000000
Cannon County	Tennessee	10383	0.0032054539490000000000
Carroll County	Tennessee	10384	0.0044380607850000000000
Carter County	Tennessee	10392	0.0084355968910000000000

Chattanooga City	Tennessee	10436	0.0049812370280000000000
Cheatham County	Tennessee	10396	0.0082099987810000000000
Chester County	Tennessee	10390	0.0017513991180000000000
Claiborne County	Tennessee	10391	0.0119294123570000000000
Clarksville City	Tennessee	10486	0.0022968151920000000000
Clay County	Tennessee	10395	0.0032615091700000000000
Cleveland City	Tennessee	10388	0.0055312822520000000000
Cocke County	Tennessee	10394	0.0087462574700000000000
Coffee County	Tennessee	10398	0.0089535516980000000000
Collierville Town	Tennessee	10528	0.0006173753870000000000
Columbia City	Tennessee	10479	0.0003908941580000000000
Cookeville City	Tennessee	10504	0.0084041019200000000000
Crockett County	Tennessee	10403	0.0012320624760000000000
Cumberland County	Tennessee	10400	0.0087848479590000000000
Dandridge Town	Tennessee	10456	0.0001090896630000000000
De Kalb County	Tennessee	10406	0.0044784258860000000000
Decatur County	Tennessee	10414	0.0036071959390000000000
Decatur Town	Tennessee	10488	0.0000505994810000000000
Dickson County	Tennessee	10413	0.0083413473080000000000
Dyer County	Tennessee	10412	0.0040190885590000000000
Fayette County	Tennessee	10415	0.0031570838310000000000
Fentress County	Tennessee	10420	0.0055267146560000000000
Franklin City	Tennessee	10563	0.0010899896460000000000
Franklin County	Tennessee	10419	0.0063233711080000000000
Gallatin City	Tennessee	10536	0.0007600796740000000000
Gatlinburg City	Tennessee	10515	0.0005078196680000000000
Germantown City	Tennessee	10527	0.0006875010470000000000
Gibson County	Tennessee	10417	0.0049406952190000000000
Giles County	Tennessee	10425	0.0046043676660000000000
Grainger County	Tennessee	10426	0.0046712606680000000000
Greene County	Tennessee	10429	0.0121279671010000000000
Grundy County	Tennessee	10432	0.0038968588920000000000
Hamblen County	Tennessee	10431	0.0226144886040000000000
Hamilton County	Tennessee	10433	0.0420555303460000000000
Hancock County	Tennessee	10441	0.0020890653760000000000
Hardeman County	Tennessee	10437	0.0021506584080000000000
Hardin County	Tennessee	10443	0.0056839466440000000000
Hartsville-Trousdale County	Tennessee	10542	0.0011396415220000000000
Hawkins County	Tennessee	10442	0.0109680950830000000000
Haywood County	Tennessee	10444	0.0011042635920000000000
Henderson County	Tennessee	10445	0.0024988676560000000000
Hendersonville City	Tennessee	10538	0.0011374075540000000000
Henry County	Tennessee	10446	0.0066616859910000000000

Hickman County	Tennessee	10448	0.0028040892440000000000
Houston County	Tennessee	10450	0.0011987355250000000000
Humphreys County	Tennessee	10451	0.0024416089820000000000
Jackson City	Tennessee	10473	0.0004313706440000000000
Jackson County	Tennessee	10452	0.0027809853670000000000
Jefferson County	Tennessee	10453	0.0089122473670000000000
Johnson City	Tennessee	10389	0.0106828552600000000000
Johnson County	Tennessee	10454	0.0022820659780000000000
Kingsport City	Tennessee	10440	0.0098711493590000000000
Knox County	Tennessee	10455	0.0918091981440000000000
Knoxville City	Tennessee	10457	0.0154178168880000000000
La Vergne City	Tennessee	10525	0.0005189501470000000000
Lake County	Tennessee	10461	0.0006714646320000000000
Lauderdale County	Tennessee	10458	0.0027337751530000000000
Lawrence County	Tennessee	10460	0.0069928505030000000000
Lebanon City	Tennessee	10565	0.0011102582470000000000
Lewis County	Tennessee	10468	0.0015282259200000000000
Lexington City	Tennessee	10447	0.0007968674960000000000
Lincoln County	Tennessee	10470	0.0040607844110000000000
Loudon County	Tennessee	10469	0.0089924842960000000000
Lynchburg, Moore County Metropolitan Government	Tennessee	10490	0.0005791060700000000000
Macon County	Tennessee	10471	0.0030910170000000000000
Madison County	Tennessee	10475	0.0089072568450000000000
Marion County	Tennessee	10474	0.0036371612590000000000
Marshall County	Tennessee	10477	0.0054222273440000000000
Maryville City	Tennessee	10379	0.0032239010400000000000
Mauzy County	Tennessee	10480	0.0107725401780000000000
Mcminn County	Tennessee	10483	0.0092972737470000000000
Mcnairy County	Tennessee	10489	0.0042698846560000000000
Meigs County	Tennessee	10485	0.0020164507370000000000
Memphis City	Tennessee	10529	0.0490792163070000000000
Millington City	Tennessee	10534	0.0002122005830000000000
Monroe County	Tennessee	10492	0.0075067355930000000000
Montgomery County	Tennessee	10484	0.0167585456820000000000
Morgan County	Tennessee	10494	0.0051325627150000000000
Morristown City	Tennessee	10430	0.0039194627970000000000
Mount Juliet City	Tennessee	10568	0.0005776224810000000000
Murfreesboro City	Tennessee	10520	0.0072835494140000000000
Nashville-Davidson Metropolitan Government	Tennessee	10404	0.0898102360060000000000
Oak Ridge City	Tennessee	10369	0.0095980500110000000000

Obion County	Tennessee	10493	0.0031980334910000000000
Overton County	Tennessee	10495	0.0054616708030000000000
Perry County	Tennessee	10497	0.0008578646640000000000
Pickett County	Tennessee	10496	0.0014711326480000000000
Pigeon Forge City	Tennessee	10517	0.0008773225880000000000
Polk County	Tennessee	10499	0.0032201315600000000000
Putnam County	Tennessee	10500	0.0039308960230000000000
Rhea County	Tennessee	10507	0.0054044205040000000000
Ripley City	Tennessee	10465	0.0001907599340000000000
Roane County	Tennessee	10510	0.0163615358540000000000
Robertson County	Tennessee	10511	0.0093330431970000000000
Rutherford County	Tennessee	10521	0.0257569781540000000000
Scott County	Tennessee	10514	0.0051893410960000000000
Sequatchie County	Tennessee	10518	0.0024339745480000000000
Sevier County	Tennessee	10522	0.0144127820950000000000
Shelby County	Tennessee	10526	0.0352554890820000000000
Smith County	Tennessee	10532	0.0057118429800000000000
Smyrna Town	Tennessee	10513	0.0013146916560000000000
Spring Hill City	Tennessee	10482	0.0002445987730000000000
Stewart County	Tennessee	10531	0.0014592731470000000000
Sullivan County	Tennessee	10530	0.0145733979060000000000
Sumner County	Tennessee	10537	0.0174490871870000000000
Tipton County	Tennessee	10539	0.0063127498150000000000
Unicoi County	Tennessee	10541	0.0034645276630000000000
Union County	Tennessee	10540	0.0056067451480000000000
Van Buren County	Tennessee	10546	0.0004791725350000000000
Warren County	Tennessee	10548	0.0057191126940000000000
Washington County	Tennessee	10555	0.0110610461590000000000
Wayne County	Tennessee	10551	0.0023287175940000000000
Weakley County	Tennessee	10556	0.0038747775730000000000
White County	Tennessee	10558	0.0041623949910000000000
Williamson County	Tennessee	10560	0.0168433049840000000000
Wilson County	Tennessee	10566	0.0140190727600000000000
Abbott City	Texas	11279	0.0000045866700000000000
Abernathy City	Texas	11164	0.0000007333300000000000
Abilene City	Texas	11395	0.0037587866700000000000
Ackerly City	Texas	10939	0.0000001400000000000000
Addison Town	Texas	10914	0.0003872933300000000000
Adrian City	Texas	11658	0.0000012066700000000000
Agua Dulce City	Texas	11646	0.0000002866700000000000
Alamo City	Texas	11257	0.0001474733300000000000
Alamo Heights City	Texas	10631	0.0001879866700000000000
Alba Town	Texas	11717	0.0000213066700000000000
Albany City	Texas	11795	0.0000012000000000000000

Aledo City	Texas	11685	0.000002206670000000000000
Alice City	Texas	11370	0.000475273330000000000000
Allen City	Texas	10834	0.002100540000000000000000
Alma Town	Texas	11026	0.000007380000000000000000
Alpine City	Texas	10717	0.000197906670000000000000
Alto Town	Texas	10803	0.000025113330000000000000
Alton City	Texas	11270	0.000076933330000000000000
Alvarado City	Texas	11377	0.000193526670000000000000
Alvin City	Texas	10683	0.000759746670000000000000
Alvord Town	Texas	12005	0.000002386670000000000000
Amarillo City	Texas	11711	0.006584406670000000000000
Ames City	Texas	11487	0.000037140000000000000000
Amherst City	Texas	11453	0.000000146670000000000000
Anahuac City	Texas	10788	0.000003613330000000000000
Anderson City	Texas	11153	0.000000126670000000000000
Anderson County	Texas	10567	0.001791753330000000000000
Andrews City	Texas	10569	0.000126553330000000000000
Andrews County	Texas	10571	0.000250706670000000000000
Angelina County	Texas	10573	0.001533040000000000000000
Angleton City	Texas	10689	0.000418606670000000000000
Angus City	Texas	11640	0.000002206670000000000000
Anna City	Texas	10836	0.000060500000000000000000
Annetta North Town	Texas	11683	0.000000226670000000000000
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Annetta Town	Texas	11690	0.000039706670000000000000
Annona Town	Texas	11739	0.000004920000000000000000
Anson City	Texas	11384	0.000034226670000000000000
Anthony Town	Texas	11009	0.000030093330000000000000
Anton City	Texas	11294	0.000002960000000000000000
Appleby City	Texas	11621	0.000010340000000000000000
Aquilla City	Texas	11293	0.000001386670000000000000
Aransas County	Texas	10578	0.001776746670000000000000
Aransas Pass City	Texas	11654	0.000385420000000000000000
Archer City	Texas	10585	0.000070360000000000000000
Archer County	Texas	10581	0.000303560000000000000000
Arcola City	Texas	11078	0.000048600000000000000000
Argyle City	Texas	10965	0.000076040000000000000000
Arlington City	Texas	11832	0.004905353330000000000000
Armstrong County	Texas	10589	0.000006493330000000000000
Arp City	Texas	11804	0.000013393330000000000000
Asherton City	Texas	10988	0.000000746670000000000000
Aspermont Town	Texas	11831	0.000000060000000000000000
Atascosa County	Texas	10593	0.001179353330000000000000
Athens City	Texas	11233	0.000706280000000000000000

Atlanta City	Texas	10783	0.0002066333300000000000
Aubrey City	Texas	10950	0.0001009400000000000000
Aurora City	Texas	12019	0.0000123266700000000000
Austin City	Texas	11912	0.0325181066700000000000
Austin County	Texas	10597	0.0005068666700000000000
Austwell City	Texas	11735	0.0000007266700000000000
Avery Town	Texas	11732	0.0000009200000000000000
Avinger Town	Texas	10779	0.0000074333300000000000
Azle City	Texas	11691	0.0002147533300000000000
Bailey City	Texas	11037	0.0000063333300000000000
Bailey County	Texas	10605	0.0001025133300000000000
Bailey'S Prairie Village	Texas	10700	0.0000373600000000000000
Baird City	Texas	10750	0.0000186800000000000000
Balch Springs City	Texas	10912	0.0001823866700000000000
Balcones Heights City	Texas	10643	0.0001587400000000000000
Ballinger City	Texas	11759	0.0000611466700000000000
Balmorhea City	Texas	11740	0.0000004200000000000000
Bandera City	Texas	10608	0.0000192866700000000000
Bandera County	Texas	10609	0.0005787666700000000000
Bangs City	Texas	10722	0.0000203333300000000000
Bardwell City	Texas	11012	0.0000024133300000000000
Barry City	Texas	11630	0.0000013333300000000000
Barstow City	Texas	11955	0.0000004066700000000000
Bartlett City	Texas	12000	0.0000224933300000000000
Bartonville Town	Texas	10970	0.0000592466700000000000
Bastrop City	Texas	10610	0.0003088000000000000000
Bastrop County	Texas	10612	0.0022930666700000000000
Bay City	Texas	11536	0.0003860800000000000000
Baylor County	Texas	10615	0.0001988800000000000000
Bayou Vista City	Texas	11104	0.0000416000000000000000
Bayside Town	Texas	11746	0.0000016133300000000000
Baytown City	Texas	10802	0.0014404400000000000000
Bayview Town	Texas	10765	0.0000002733300000000000
Beach City	Texas	10794	0.0000833666700000000000
Bear Creek Village	Texas	11225	0.0000060400000000000000
Beasley City	Texas	11075	0.0000008666700000000000
Beaumont City	Texas	11362	0.0045534000000000000000
Beckville City	Texas	11674	0.0000083133300000000000
Bedford City	Texas	11839	0.0006287600000000000000
Bedias City	Texas	11151	0.0000231666700000000000
Bee Cave City	Texas	11902	0.0000857533300000000000
Bee County	Texas	10611	0.0006522933300000000000
Beeville City	Texas	10617	0.0001601800000000000000
Bell County	Texas	10622	0.0043383200000000000000

Bellaire City	Texas	11189	0.0002750933300000000000
Bellevue City	Texas	10821	0.0000003733300000000000
Bellmead City	Texas	11544	0.0000965800000000000000
Bells Town	Texas	11129	0.0000126066700000000000
Bellville City	Texas	10600	0.0000499200000000000000
Belton City	Texas	10618	0.0004845333300000000000
Benavides City	Texas	10996	0.0000010133300000000000
Benbrook City	Texas	11836	0.0002927933300000000000
Benjamin City	Texas	11434	0.0000063400000000000000
Berryville Town	Texas	11248	0.0000958600000000000000
Bertram City	Texas	10742	0.0000012133300000000000
Beverly Hills City	Texas	11546	0.0000289066700000000000
Bevil Oaks City	Texas	11366	0.0000036600000000000000
Bexar County	Texas	10632	0.0467143466700000000000
Big Lake City	Texas	11725	0.0000036466700000000000
Big Sandy Town	Texas	11917	0.0000305266700000000000
Big Spring City	Texas	11323	0.0012661866700000000000
Big Wells City	Texas	10982	0.0000015733300000000000
Bishop City	Texas	11647	0.0000547533300000000000
Bishop Hills Town	Texas	11708	0.0000021533300000000000
Blackwell City	Texas	10826	0.0000002066700000000000
Blanco City	Texas	10660	0.0000412733300000000000
Blanco County	Texas	10656	0.0003281533300000000000
Blanket Town	Texas	10721	0.0000009800000000000000
Bloomburg Town	Texas	10781	0.0000067333300000000000
Blooming Grove Town	Texas	11622	0.0000023466700000000000
Blossom City	Texas	11444	0.0000013200000000000000
Blue Mound City	Texas	11854	0.0000192533300000000000
Blue Ridge City	Texas	10837	0.0000089666700000000000
Blum Town	Texas	11282	0.0000108133300000000000
Boerne City	Texas	11417	0.0003038400000000000000
Bogata City	Texas	11728	0.0000243266700000000000
Bonham City	Texas	11039	0.0006727266700000000000
Bonney Village	Texas	10703	0.0000167333300000000000
Booker Town	Texas	11506	0.0000069066700000000000
Borden County	Texas	10661	0.0000066666700000000000
Borger City	Texas	11344	0.0004645333300000000000
Bosque County	Texas	10662	0.0004738200000000000000
Bovina City	Texas	11694	0.0000011533300000000000
Bowie City	Texas	11585	0.0005574666700000000000
Bowie County	Texas	10675	0.0015546000000000000000
Boyd Town	Texas	12012	0.0000463533300000000000
Brackettville City	Texas	11429	0.0000000533300000000000
Brady City	Texas	11541	0.0001832000000000000000

Brazoria City	Texas	10685	0.0000769133300000000000
Brazoria County	Texas	10684	0.0068072666700000000000
Brazos Bend City	Texas	11306	0.0000030800000000000000
Brazos Country City	Texas	10603	0.0000060133300000000000
Brazos County	Texas	10708	0.0022805800000000000000
Breckenridge City	Texas	11826	0.0001598400000000000000
Bremond City	Texas	11745	0.0000370266700000000000
Brenham City	Texas	11958	0.0003650000000000000000
Brewster County	Texas	10712	0.0004005800000000000000
Briarcliff Village	Texas	11897	0.0000038133300000000000
Briaroaks City	Texas	11385	0.0000003800000000000000
Bridge City	Texas	11665	0.0005383733300000000000
Bridgeport City	Texas	12011	0.0002220066700000000000
Briscoe County	Texas	10715	0.0000065133300000000000
Broaddus Town	Texas	11769	0.0000002066700000000000
Bronte Town	Texas	10828	0.0000006600000000000000
Brooks County	Texas	10720	0.0001380666700000000000
Brookshire City	Texas	11948	0.0000427066700000000000
Brookside Village City	Texas	10692	0.0000074000000000000000
Brown County	Texas	10723	0.0012894466700000000000
Browndell City	Texas	11351	0.0000010133300000000000
Brownfield City	Texas	11878	0.0000963466700000000000
Brownsboro City	Texas	11236	0.0000211733300000000000
Brownsville City	Texas	10757	0.0028337133300000000000
Brownwood City	Texas	10724	0.0011104800000000000000
Bruceville-Eddy City	Texas	11562	0.0000112800000000000000
Bryan City	Texas	10707	0.0016459800000000000000
Bryson City	Texas	11345	0.0000081866700000000000
Buckholts Town	Texas	11573	0.0000074200000000000000
Buda City	Texas	11224	0.0000718933300000000000
Buffalo City	Texas	11469	0.0000791066700000000000
Buffalo Gap Town	Texas	11872	0.0000005866700000000000
Buffalo Springs Village	Texas	11515	0.0000012533300000000000
Bullard Town	Texas	11814	0.0000499133300000000000
Bulverde City	Texas	10877	0.0000962400000000000000
Bunker Hill Village City	Texas	11188	0.0000031466700000000000
Burkburnett City	Texas	11979	0.0002522933300000000000
Burke City	Texas	10574	0.0000074266700000000000
Burleson City	Texas	11388	0.0010118600000000000000
Burleson County	Texas	10726	0.0004682933300000000000
Burnet City	Texas	10732	0.0002223000000000000000
Burnet County	Texas	10729	0.0012655266700000000000
Burton City	Texas	11961	0.0000062466700000000000
Byers City	Texas	10818	0.0000005133300000000000

Bynum Town	Texas	11288	0.0000025333300000000000
Cactus City	Texas	11605	0.0000318600000000000000
Caddo Mills City	Texas	11326	0.0000002866700000000000
Caldwell City	Texas	10727	0.0001216333300000000000
Caldwell County	Texas	10738	0.0005760866700000000000
Calhoun County	Texas	10746	0.0008528400000000000000
Callahan County	Texas	10751	0.0000859600000000000000
Callisburg City	Texas	10889	0.0000006733300000000000
Calvert City	Texas	11747	0.0000051466700000000000
Cameron City	Texas	11574	0.0000739400000000000000
Cameron County	Texas	10753	0.0035801733300000000000
Camp County	Texas	10775	0.0001923400000000000000
Camp Wood City	Texas	11729	0.0000028133300000000000
Campbell City	Texas	11335	0.0000074400000000000000
Canadian City	Texas	11235	0.0000072666700000000000
Caney City Town	Texas	11245	0.0000133666700000000000
Canton City	Texas	11934	0.0003782266700000000000
Canyon City	Texas	11718	0.0001750066700000000000
Carbon Town	Texas	10994	0.0000041333300000000000
Carl'S Corner Town	Texas	11287	0.0000003200000000000000
Carmine City	Texas	11059	0.0000025666700000000000
Carrizo Springs City	Texas	10983	0.0000111400000000000000
Carrollton City	Texas	10855	0.0020683666700000000000
Carson County	Texas	10780	0.0001966200000000000000
Carthage City	Texas	11676	0.0001261800000000000000
Cashion Community City	Texas	11980	0.0000021466700000000000
Cass County	Texas	10782	0.0006210333300000000000
Castle Hills City	Texas	10636	0.0000852000000000000000
Castro County	Texas	10789	0.0000294666700000000000
Castroville City	Texas	11567	0.0000301666700000000000
Cedar Hill City	Texas	10929	0.0004675133300000000000
Cedar Park City	Texas	11907	0.0012371133300000000000
Celeste City	Texas	11324	0.0000085333300000000000
Celina City	Texas	10838	0.0001218866700000000000
Center City	Texas	11803	0.0003922533300000000000
Centerville City	Texas	11473	0.0000025666700000000000
Chambers County	Texas	10796	0.0010212533300000000000
Chandler City	Texas	11242	0.0001157600000000000000
Channing City	Texas	11219	0.0000000133300000000000
Charlotte City	Texas	10592	0.0000283800000000000000
Cherokee County	Texas	10804	0.0010440800000000000000
Chester Town	Texas	11919	0.0000078266700000000000
Chico City	Texas	12009	0.0000195200000000000000

Childress City	Texas	10811	0.0002527733300000000000
Childress County	Texas	10817	0.0003372133300000000000
Chillicothe City	Texas	11174	0.0000011466700000000000
China City	Texas	11360	0.0000034800000000000000
China Grove Town	Texas	10645	0.0000039866700000000000
Chireno City	Texas	11623	0.0000104533300000000000
Christine Town	Texas	10595	0.0000023600000000000000
Cibolo City	Texas	10658	0.0000912666700000000000
Cisco City	Texas	10995	0.0000481200000000000000
Clarendon City	Texas	10986	0.0000007600000000000000
Clarksville City	Texas	11148	0.0000003600000000000000
Clarksville City	Texas	11733	0.0001392733300000000000
Claude City	Texas	10591	0.0000001733300000000000
Clay County	Texas	10814	0.0004803333300000000000
Clear Lake Shores City	Texas	11107	0.0000445466700000000000
Cleburne City	Texas	11374	0.0015212266700000000000
Cleveland City	Texas	11493	0.0006459800000000000000
Clifton City	Texas	10664	0.0000662600000000000000
Clint Town	Texas	11013	0.0000025000000000000000
Clute City	Texas	10693	0.0003423333300000000000
Clyde City	Texas	10752	0.0001152466700000000000
Coahoma Town	Texas	11322	0.0000152733300000000000
Cochran County	Texas	10824	0.0000225933300000000000
Cockrell Hill City	Texas	10911	0.0000034133300000000000
Coffee City Town	Texas	11246	0.0000072466700000000000
Coke County	Texas	10831	0.0000368133300000000000
Coldspring City	Texas	11773	0.0000029800000000000000
Coleman City	Texas	10830	0.0000362800000000000000
Coleman County	Texas	10835	0.0000277600000000000000
College Station City	Texas	10710	0.0017209800000000000000
Colleyville City	Texas	11838	0.0003069933300000000000
Collin County	Texas	10832	0.0084448066700000000000
Collingsworth County	Texas	10866	0.0001282266700000000000
Collinsville Town	Texas	11128	0.0000122066700000000000
Colmesneil City	Texas	11915	0.0000147400000000000000
Colorado City	Texas	11582	0.0000560333300000000000
Colorado County	Texas	10869	0.0003272266700000000000
Columbus City	Texas	10867	0.0000457800000000000000
Comal County	Texas	10873	0.0026409466700000000000
Comanche City	Texas	10881	0.0001100200000000000000
Comanche County	Texas	10875	0.0003397600000000000000
Combes Town	Texas	10756	0.0000114000000000000000
Combine City	Texas	11419	0.0000126133300000000000
Commerce City	Texas	11328	0.0002257933300000000000

Como Town	Texas	11309	0.0000027666700000000000
Concho County	Texas	10882	0.0000257266700000000000
Conroe City	Texas	11590	0.0031111400000000000000
Converse City	Texas	10654	0.0001846200000000000000
Cooke County	Texas	10886	0.0013363400000000000000
Cool City	Texas	11686	0.0000048733300000000000
Coolidge Town	Texas	11491	0.0000016200000000000000
Cooper City	Texas	10946	0.0000024133300000000000
Coppell City	Texas	10931	0.0005772866700000000000
Copper Canyon Town	Texas	10971	0.0000032600000000000000
Copperas Cove City	Texas	10630	0.0008899466700000000000
Corinth City	Texas	10964	0.0005019866700000000000
Corpus Christi City	Texas	11435	0.0120847133300000000000
Corral City Town	Texas	10974	0.0000009533300000000000
Corrigan Town	Texas	11703	0.0001421200000000000000
Corsicana City	Texas	11624	0.0005820666700000000000
Coryell County	Texas	10891	0.0008243933300000000000
Cottle County	Texas	10896	0.0000058333300000000000
Cottonwood City	Texas	11410	0.0000019266700000000000
Cottonwood Shores City	Texas	10734	0.0000080200000000000000
Cotulla City	Texas	11438	0.0000083400000000000000
Coupland City	Texas	11992	0.0000017733300000000000
Cove City	Texas	10800	0.0000025800000000000000
Covington City	Texas	11291	0.0000034600000000000000
Coyote Flats City	Texas	11378	0.0000098133300000000000
Crandall City	Texas	11399	0.0000806266700000000000
Crane City	Texas	10901	0.0000706600000000000000
Crane County	Texas	10899	0.0001743066700000000000
Cranfills Gap City	Texas	10672	0.0000008533300000000000
Crawford Town	Texas	11545	0.0000025533300000000000
Creedmoor City	Texas	11899	0.0000001066700000000000
Cresson City	Texas	11302	0.0000072400000000000000
Crockett City	Texas	11312	0.0001560200000000000000
Crockett County	Texas	10900	0.0001214000000000000000
Crosby County	Texas	10898	0.0001225866700000000000
Crosbyton City	Texas	10905	0.0000099866700000000000
Cross Plains Town	Texas	10754	0.0000325133300000000000
Cross Roads Town	Texas	10973	0.0000016266700000000000
Cross Timber Town	Texas	11383	0.0000036133300000000000
Crowell City	Texas	11062	0.0000422333300000000000
Crowley City	Texas	11387	0.0001489666700000000000
Crystal City	Texas	12037	0.0001294133300000000000
Cuero City	Texas	10938	0.0001645933300000000000

Culberson County	Texas	10908	0.0000052600000000000000
Cumby City	Texas	11307	0.0000354666700000000000
Cuney Town	Texas	10810	0.0000040400000000000000
Cushing City	Texas	11620	0.0000074666700000000000
Cut And Shoot City	Texas	11595	0.0000142733300000000000
Daingerfield City	Texas	11609	0.0000831733300000000000
Daisetta City	Texas	11488	0.0000358000000000000000
Dalhart City	Texas	10902	0.0000773933300000000000
Dallam County	Texas	10909	0.0001445733300000000000
Dallas City	Texas	10852	0.0199993466700000000000
Dallas County	Texas	10913	0.0569219400000000000000
Dalworthington Gardens City	Texas	11837	0.0000404000000000000000
Danbury City	Texas	10697	0.0000282066700000000000
Darrouzett Town	Texas	11497	0.0000006733300000000000
Dawson County	Texas	10937	0.0003127400000000000000
Dawson Town	Texas	11625	0.0000040000000000000000
Dayton City	Texas	11483	0.0003141466700000000000
Dayton Lakes City	Texas	11478	0.0000002533300000000000
De Kalb City	Texas	10668	0.0000069000000000000000
De Leon City	Texas	10883	0.0000547866700000000000
De Witt County	Texas	10936	0.0004593000000000000000
Deaf Smith County	Texas	10943	0.0002302133300000000000
Dean City	Texas	10822	0.0000009400000000000000
Decatur City	Texas	12015	0.0003777933300000000000
Decordova City	Texas	11305	0.0000918533300000000000
Deer Park City	Texas	11186	0.0003292533300000000000
Del Rio City	Texas	11930	0.0003937066700000000000
Dell City	Texas	11319	0.0000001000000000000000
Delta County	Texas	10945	0.0002038933300000000000
Denison City	Texas	11130	0.0014028400000000000000
Denton City	Texas	10949	0.0030555600000000000000
Denton County	Texas	10944	0.0075486533300000000000
Denver City Town	Texas	12027	0.0000140266700000000000
Deport City	Texas	11452	0.0000002800000000000000
Desoto City	Texas	10916	0.0004826666700000000000
Detroit Town	Texas	11730	0.0000064333300000000000
Devers City	Texas	11489	0.0000012733300000000000
Devine City	Texas	11565	0.0000290266700000000000
Diboll City	Texas	10577	0.0001702200000000000000
Dickens City	Texas	10977	0.0000004733300000000000
Dickens County	Texas	10980	0.0000124866700000000000
Dickinson City	Texas	11105	0.0005578866700000000000
Dilley City	Texas	11094	0.0000175533300000000000

Dimmit County	Texas	10978	0.00022196000000000000
Dimmitt City	Texas	10792	0.0000067466700000000000
Dish Town	Texas	10951	0.0000001266700000000000
Dodd City Town	Texas	11041	0.0000080733300000000000
Dodson Town	Texas	10870	0.0000029800000000000000
Domino Town	Texas	10791	0.0000013066700000000000
Donley County	Texas	10984	0.0001491333300000000000
Donna City	Texas	11251	0.0000919866700000000000
Dorchester City	Texas	11139	0.0000015400000000000000
Double Oak Town	Texas	10972	0.0000317666700000000000
Douglassville Town	Texas	10786	0.0000038266700000000000
Dripping Springs City	Texas	11234	0.0000054066700000000000
Driscoll City	Texas	11649	0.0000002600000000000000
Dublin City	Texas	11031	0.0000965200000000000000
Dumas City	Texas	11606	0.0001748600000000000000
Duncanville City	Texas	10915	0.0003888533300000000000
Duval County	Texas	10990	0.0003273933300000000000
Eagle Lake City	Texas	10871	0.0000325466700000000000
Eagle Pass City	Texas	11538	0.0003733666700000000000
Early City	Texas	10728	0.0000989200000000000000
Earth City	Texas	11454	0.0000016133300000000000
East Bernard City	Texas	11968	0.0000370266700000000000
East Mountain City	Texas	11924	0.0000166266700000000000
East Tawakoni City	Texas	11713	0.0000181533300000000000
Eastland City	Texas	10998	0.0001059733300000000000
Eastland County	Texas	10993	0.0003485000000000000000
Easton City	Texas	11143	0.0000021933300000000000
Ector City	Texas	11038	0.0000073866700000000000
Ector County	Texas	11001	0.0032000000000000000000
Edcouch City	Texas	11255	0.0000273400000000000000
Eden City	Texas	10878	0.0000033133300000000000
Edgecliff Village Town	Texas	11840	0.0000148800000000000000
Edgewood Town	Texas	11944	0.0000876933300000000000
Edinburg City	Texas	11258	0.0008058933300000000000
Edmonson Town	Texas	11165	0.0000009066700000000000
Edna City	Texas	11350	0.0001212933300000000000
Edom City	Texas	11935	0.0000143266700000000000
Edwards County	Texas	11006	0.0000065000000000000000
El Campo City	Texas	11967	0.0002113333300000000000
El Cenizo City	Texas	11965	0.0000041400000000000000
El Lago City	Texas	11206	0.0000373600000000000000
El Paso City	Texas	11002	0.0081624733300000000000
El Paso County	Texas	11011	0.0172808066700000000000
Eldorado City	Texas	11790	0.0000003333300000000000

Electra City	Texas	11976	0.0001047733300000000000
Elgin City	Texas	10614	0.0001752266700000000000
Elkhart Town	Texas	10564	0.0000020066700000000000
Ellis County	Texas	11016	0.0021024800000000000000
Elmendorf City	Texas	10657	0.0000049733300000000000
Elsa City	Texas	11260	0.0000514666700000000000
Emhouse Town	Texas	11633	0.0000005533300000000000
Emory City	Texas	11716	0.0000258533300000000000
Enchanted Oaks Town	Texas	11244	0.0000086600000000000000
Encinal City	Texas	11442	0.0000101000000000000000
Ennis City	Texas	11015	0.0005455933300000000000
Erath County	Texas	11028	0.0006841066700000000000
Escobares City	Texas	11819	0.0000002666700000000000
Estelline Town	Texas	11167	0.0000060600000000000000
Eules City	Texas	11841	0.0006188266700000000000
Eureka City	Texas	11637	0.0000022266700000000000
Eustace City	Texas	11239	0.0000139266700000000000
Evant Town	Texas	10897	0.0000137866700000000000
Everman City	Texas	11842	0.0000512800000000000000
Fair Oaks Ranch City	Texas	11421	0.0000538466700000000000
Fairchilds Village	Texas	11070	0.0000005400000000000000
Fairfield City	Texas	11087	0.0000083000000000000000
Fairview Town	Texas	10845	0.0002149666700000000000
Falfurrias City	Texas	10719	0.0000148066700000000000
Falls City	Texas	11398	0.0000002733300000000000
Falls County	Texas	11033	0.0002301466700000000000
Fannin County	Texas	11042	0.0008776866700000000000
Farmers Branch City	Texas	10917	0.0006302133300000000000
Farmersville City	Texas	10842	0.0000702133300000000000
Farwell City	Texas	11696	0.0000022866700000000000
Fate City	Texas	11752	0.0000231533300000000000
Fayette County	Texas	11053	0.0006162666700000000000
Fayetteville City	Texas	11049	0.0000026066700000000000
Ferris City	Texas	10927	0.0000924866700000000000
Fisher County	Texas	11060	0.0000367866700000000000
Flatonia Town	Texas	11050	0.0000377400000000000000
Florence City	Texas	11990	0.0000263266700000000000
Floresville City	Texas	12003	0.0001446600000000000000
Flower Mound Town	Texas	10976	0.0014350400000000000000
Floyd County	Texas	11056	0.0000603266700000000000
Floydada City	Texas	11057	0.0000423800000000000000
Foard County	Texas	11058	0.0000384266700000000000
Follett City	Texas	11502	0.0000014133300000000000
Forest Hill City	Texas	11844	0.0001742133300000000000

Forney City	Texas	11396	0.0005340800000000000000
Forsan City	Texas	11318	0.0000038400000000000000
Fort Bend County	Texas	11067	0.0100447933300000000000
Fort Stockton City	Texas	11697	0.0000294066700000000000
Fort Worth City	Texas	11386	0.0141386000000000000000
Franklin City	Texas	11750	0.0000262066700000000000
Franklin County	Texas	11082	0.0001718866700000000000
Frankston Town	Texas	10570	0.0000018266700000000000
Fredericksburg City	Texas	11113	0.0003765733300000000000
Freeport City	Texas	10687	0.0004864866700000000000
Freer City	Texas	10992	0.0000218066700000000000
Freestone County	Texas	11089	0.0003366333300000000000
Friendswood City	Texas	11111	0.0009355333300000000000
Frio County	Texas	11092	0.0001330266700000000000
Friona City	Texas	11699	0.0000189866700000000000
Frisco City	Texas	10858	0.0027020600000000000000
Fritch City	Texas	11338	0.0000303200000000000000
Frost City	Texas	11626	0.0000021400000000000000
Fruitvale City	Texas	11937	0.0000156266700000000000
Fulshear City	Texas	11073	0.0000351466700000000000
Fulton Town	Texas	10583	0.0000106800000000000000
Gaines County	Texas	11093	0.0003623133300000000000
Gainesville City	Texas	10885	0.0010265333300000000000
Galena Park City	Texas	11193	0.0000872866700000000000
Gallatin City	Texas	10809	0.0000083533300000000000
Galveston City	Texas	11103	0.0032545800000000000000
Galveston County	Texas	11102	0.0074939533300000000000
Ganado City	Texas	11353	0.0000367333300000000000
Garden Ridge City	Texas	10874	0.0000756733300000000000
Garland City	Texas	10853	0.0028016266700000000000
Garrett Town	Texas	11027	0.0000167333300000000000
Garrison City	Texas	11617	0.0000237000000000000000
Gary City Town	Texas	11679	0.0000030000000000000000
Garza County	Texas	11112	0.0000596266700000000000
Gatesville City	Texas	10892	0.0001799600000000000000
George West City	Texas	11505	0.0000413800000000000000
Georgetown City	Texas	11989	0.0015059733300000000000
Gholson City	Texas	11555	0.0000100333300000000000
Giddings City	Texas	11468	0.0000844933300000000000
Gillespie County	Texas	11116	0.0004212733300000000000
Gilmer City	Texas	11921	0.0002263400000000000000
Gladewater City	Texas	11147	0.0001642533300000000000
Glasscock County	Texas	11121	0.0000066666700000000000
Glen Rose City	Texas	11817	0.0000036000000000000000

Glenn Heights City	Texas	10928	0.0001106200000000000000
Godley City	Texas	11371	0.0000207666700000000000
Goldsmith City	Texas	11004	0.0000045133300000000000
Goldthwaite City	Texas	11579	0.0000081666700000000000
Goliad City	Texas	11110	0.0000237533300000000000
Goliad County	Texas	11115	0.0002310666700000000000
Golinda City	Texas	11036	0.0000006666700000000000
Gonzales City	Texas	11117	0.0000992133300000000000
Gonzales County	Texas	11122	0.0002215333300000000000
Goodlow City	Texas	11632	0.0000014733300000000000
Goodrich City	Texas	11707	0.0000642866700000000000
Gordon City	Texas	11672	0.0000024333300000000000
Goree City	Texas	11437	0.0000049933300000000000
Gorman City	Texas	10997	0.0000207133300000000000
Graford City	Texas	11673	0.0000001533300000000000
Graham City	Texas	12033	0.0015695200000000000000
Granbury City	Texas	11300	0.0004782333300000000000
Grand Prairie City	Texas	11865	0.0029695933300000000000
Grand Saline City	Texas	11939	0.0002427533300000000000
Grandfalls Town	Texas	11954	0.0000004333300000000000
Grandview City	Texas	11373	0.0000440000000000000000
Granger City	Texas	11993	0.0000182733300000000000
Granite Shoals City	Texas	10741	0.0000788933300000000000
Granjeno City	Texas	11271	0.0000002866700000000000
Grapeland City	Texas	11316	0.0000485800000000000000
Grapevine City	Texas	10925	0.0008613000000000000000
Gray County	Texas	11125	0.0004392266700000000000
Grays Prairie Village	Texas	11411	0.0000001133300000000000
Grayson County	Texas	11123	0.0035938866700000000000
Greenville City	Texas	11327	0.0013540800000000000000
Gregg County	Texas	11142	0.0016249600000000000000
Gregory City	Texas	11781	0.0000313133300000000000
Grey Forest City	Texas	10647	0.0000031600000000000000
Grimes County	Texas	11150	0.0006325200000000000000
Groesbeck City	Texas	11494	0.0000383000000000000000
Groom Town	Texas	10778	0.0000064333300000000000
Groves City	Texas	11363	0.0002716800000000000000
Groveton City	Texas	11910	0.0000588466700000000000
Gruver City	Texas	11173	0.0000077733300000000000
Guadalupe County	Texas	11158	0.0009788266700000000000
Gun Barrel City	Texas	11240	0.0002420133300000000000
Gunter City	Texas	11131	0.0000307266700000000000
Gustine Town	Texas	10879	0.0000002266700000000000
Hackberry Town	Texas	10956	0.0000006266700000000000

Hale Center City	Texas	11162	0.000040280000000000000000
Hale County	Texas	11160	0.000527666670000000000000
Hall County	Texas	11168	0.000059553330000000000000
Hallettsville City	Texas	11466	0.000045966670000000000000
Hallsburg City	Texas	11553	0.000001813330000000000000
Hallsville City	Texas	11209	0.000068260000000000000000
Haltom City	Texas	11846	0.000478666670000000000000
Hamilton City	Texas	11177	0.000023873330000000000000
Hamilton County	Texas	11172	0.000442380000000000000000
Hamlin City	Texas	11391	0.000031040000000000000000
Hansford County	Texas	11179	0.000109440000000000000000
Happy Town	Texas	11723	0.000002180000000000000000
Hardeman County	Texas	11175	0.000101460000000000000000
Hardin City	Texas	11479	0.000000666670000000000000
Hardin County	Texas	11180	0.002532000000000000000000
Harker Heights City	Texas	10623	0.000757873330000000000000
Harlingen City	Texas	10755	0.001102860000000000000000
Harris County	Texas	11182	0.099774680000000000000000
Harrison County	Texas	11212	0.001239400000000000000000
Hart City	Texas	10795	0.000000573330000000000000
Hartley County	Texas	11214	0.000005240000000000000000
Haskell City	Texas	11218	0.000072193330000000000000
Haskell County	Texas	11217	0.000146740000000000000000
Haslet City	Texas	11869	0.000012720000000000000000
Hawk Cove City	Texas	11336	0.000004493330000000000000
Hawkins City	Texas	12025	0.000052880000000000000000
Hawley City	Texas	11392	0.000006206670000000000000
Hays City	Texas	11230	0.000003373330000000000000
Hays County	Texas	11226	0.003529926670000000000000
Hearne City	Texas	11749	0.000112160000000000000000
Heath City	Texas	11416	0.000191673330000000000000
Hebron Town	Texas	10859	0.000004580000000000000000
Hedley City	Texas	10987	0.000000466670000000000000
Hedwig Village City	Texas	11190	0.000087113330000000000000
Helotes City	Texas	10649	0.000105266670000000000000
Hemphill City	Texas	11768	0.000053566670000000000000
Hemphill County	Texas	11232	0.000095960000000000000000
Hempstead City	Texas	11949	0.000141600000000000000000
Henderson City	Texas	11761	0.000399773330000000000000
Henderson County	Texas	11238	0.002186433330000000000000
Henrietta City	Texas	10816	0.000018133330000000000000
Hereford City	Texas	10941	0.000136153330000000000000
Hewitt City	Texas	11552	0.000131840000000000000000
Hickory Creek Town	Texas	10962	0.000110066670000000000000

Hico City	Texas	11032	0.0000368933300000000000
Hidalgo City	Texas	11269	0.0001774733300000000000
Hidalgo County	Texas	11259	0.0083540200000000000000
Hideaway City	Texas	11811	0.0000061466700000000000
Higgins City	Texas	11503	0.0000002866700000000000
Highland Haven City	Texas	10731	0.0000021333300000000000
Highland Park Town	Texas	10918	0.0002892200000000000000
Highland Village City	Texas	10960	0.0003354333300000000000
Hill Country Village City	Texas	10642	0.0000432333300000000000
Hill County	Texas	11277	0.0008498466700000000000
Hillcrest Village	Texas	10698	0.0000356333300000000000
Hillsboro City	Texas	11280	0.0003107266700000000000
Hilshire Village City	Texas	11191	0.0000057266700000000000
Hitchcock City	Texas	11101	0.0001919733300000000000
Hockley County	Texas	11295	0.0003093800000000000000
Holiday Lakes Town	Texas	10696	0.0000119666700000000000
Holland Town	Texas	10613	0.0000005133300000000000
Holliday City	Texas	10586	0.0000394000000000000000
Hollywood Park Town	Texas	10639	0.0000628266700000000000
Hondo City	Texas	11564	0.0007685866700000000000
Honey Grove City	Texas	11043	0.0000479733300000000000
Hood County	Texas	11301	0.0019473666700000000000
Hooks City	Texas	10674	0.0000180133300000000000
Hopkins County	Texas	11308	0.0009967866700000000000
Horizon City	Texas	11010	0.0000501333300000000000
Horseshoe Bay City	Texas	10740	0.0003211533300000000000
Houston City	Texas	11083	0.0468119533300000000000
Houston County	Texas	11314	0.0005243200000000000000
Howard County	Texas	11313	0.0005955333300000000000
Howardwick City	Texas	10991	0.0000005600000000000000
Howe Town	Texas	11132	0.0000611800000000000000
Hubbard City	Texas	11281	0.0000242333300000000000
Hudson City	Texas	10580	0.0000456000000000000000
Hudson Oaks City	Texas	11684	0.0001042466700000000000
Hudspeth County	Texas	11320	0.0000065666700000000000
Hughes Springs City	Texas	10790	0.0000296133300000000000
Humble City	Texas	11192	0.0004930133300000000000
Hunt County	Texas	11325	0.0020656733300000000000
Hunters Creek Village City	Texas	11197	0.0000980533300000000000
Huntington City	Texas	10576	0.0000586133300000000000
Huntsville City	Texas	11942	0.0005358200000000000000
Hurst City	Texas	11843	0.0006612466700000000000

Hutchins City	Texas	10919	0.0000636733300000000000
Hutchinson County	Texas	11337	0.0004975333300000000000
Hutto City	Texas	11994	0.0002556400000000000000
Huxley City	Texas	11800	0.0000049200000000000000
Idalou City	Texas	11516	0.0000133266700000000000
Impact Town	Texas	11880	0.0000000533300000000000
Indian Lake Town	Texas	10771	0.0000031533300000000000
Industry City	Texas	10601	0.0000040266700000000000
Ingleside City	Texas	11650	0.0002699133300000000000
Ingleside On The Bay City	Texas	11783	0.0000009466700000000000
Ingram City	Texas	11424	0.0000349533300000000000
Iola City	Texas	11152	0.0000210933300000000000
Iowa Colony Village	Texas	10704	0.0000272666700000000000
Iowa Park City	Texas	11977	0.0001565800000000000000
Iraan City	Texas	11698	0.0000003733300000000000
Iredell City	Texas	10666	0.0000014400000000000000
Irion County	Texas	11341	0.0000607000000000000000
Irving City	Texas	10922	0.0028521200000000000000
Italy Town	Texas	11017	0.0000356600000000000000
Itasca City	Texas	11283	0.0000579600000000000000
Ivanhoe City	Texas	11914	0.0000001733300000000000
Jacinto City	Texas	11195	0.0000942733300000000000
Jack County	Texas	11346	0.0000986600000000000000
Jacksboro City	Texas	11348	0.0001550266700000000000
Jackson County	Texas	11347	0.0002532266700000000000
Jacksonville City	Texas	10807	0.0005345266700000000000
Jamaica Beach City	Texas	11108	0.0000327533300000000000
Jarrell City	Texas	11995	0.0000161533300000000000
Jasper City	Texas	11354	0.0005228133300000000000
Jasper County	Texas	11352	0.0016590333300000000000
Jayton City	Texas	11420	0.0000004200000000000000
Jeff Davis County	Texas	11356	0.0000566666700000000000
Jefferson City	Texas	11530	0.0000746266700000000000
Jefferson County	Texas	11361	0.0050440933300000000000
Jersey Village City	Texas	11196	0.0002423133300000000000
Jewett City	Texas	11476	0.0000622533300000000000
Jim Hogg County	Texas	11367	0.0000847866700000000000
Jim Wells County	Texas	11369	0.0011102600000000000000
Joaquin City	Texas	11798	0.0000054000000000000000
Johnson City	Texas	10663	0.0000238733300000000000
Johnson County	Texas	11375	0.0027246133300000000000
Jolly City	Texas	10820	0.0000001733300000000000
Jones County	Texas	11393	0.0001466733300000000000

Jones Creek Village	Texas	10699	0.0000338533300000000000
Jonestown City	Texas	11900	0.0000427933300000000000
Josephine City	Texas	10865	0.0000058733300000000000
Joshua City	Texas	11380	0.0001374600000000000000
Jourdanton City	Texas	10596	0.0000640000000000000000
Junction City	Texas	11427	0.0000321666700000000000
Justin City	Texas	10947	0.0000571666700000000000
Karnes City	Texas	11400	0.0000775466700000000000
Karnes County	Texas	11397	0.0002349933300000000000
Katy City	Texas	11085	0.0003497800000000000000
Kaufman City	Texas	11403	0.0001840466700000000000
Kaufman County	Texas	11404	0.0023536466700000000000
Keene City	Texas	11381	0.0002553066700000000000
Keller City	Texas	11845	0.0005279266700000000000
Kemah City	Texas	11106	0.0001888333300000000000
Kemp City	Texas	11405	0.0000427933300000000000
Kempner City	Texas	11459	0.0000022000000000000000
Kendall County	Texas	11418	0.0006709533300000000000
Kendleton City	Texas	11074	0.0000000866700000000000
Kenedy City	Texas	11401	0.0000045066700000000000
Kenedy County	Texas	11426	0.0000066666700000000000
Kenefick Town	Texas	11484	0.0000027733300000000000
Kennard City	Texas	11317	0.0000008800000000000000
Kennedale City	Texas	11847	0.0001401600000000000000
Kent County	Texas	11422	0.0000062600000000000000
Kerens City	Texas	11627	0.0000128266700000000000
Kermit City	Texas	12008	0.0000376800000000000000
Kerr County	Texas	11423	0.0014563466700000000000
Kerrville City	Texas	11425	0.0012690466700000000000
Kilgore City	Texas	11762	0.0007038866700000000000
Killeen City	Texas	10619	0.0035710000000000000000
Kimble County	Texas	11428	0.0001365333300000000000
King County	Texas	11430	0.0000066666700000000000
Kingsville City	Texas	11432	0.0001338866700000000000
Kinney County	Texas	11431	0.0000142800000000000000
Kirby City	Texas	10634	0.0000583466700000000000
Kirbyville City	Texas	11357	0.0000712666700000000000
Kirvin Town	Texas	11086	0.0000000133300000000000
Kleberg County	Texas	11433	0.0008273933300000000000
Knollwood City	Texas	11137	0.0000077333300000000000
Knox City Town	Texas	11440	0.0000130800000000000000
Knox County	Texas	11439	0.0000782000000000000000
Kosse Town	Texas	11492	0.0000164533300000000000
Kountze City	Texas	11183	0.0001314400000000000000

Kress City	Texas	11834	0.0000012400000000000000
Krugerville City	Texas	10968	0.0000100533300000000000
Krum City	Texas	10953	0.0000644066700000000000
Kurten Town	Texas	10711	0.0000045733300000000000
Kyle City	Texas	11229	0.0003455666700000000000
La Feria City	Texas	10758	0.0000692066700000000000
La Grange City	Texas	11047	0.0000641533300000000000
La Grulla City	Texas	11823	0.0000113866700000000000
La Joya City	Texas	11278	0.0000563800000000000000
La Marque City	Texas	11099	0.0006595333300000000000
La Porte City	Texas	11194	0.0006102133300000000000
La Salle County	Texas	11447	0.0000998333300000000000
La Vernia City	Texas	12007	0.0000214466700000000000
La Villa City	Texas	11263	0.0000038133300000000000
La Ward City	Texas	11349	0.0000021400000000000000
Lacoste City	Texas	11575	0.0000010600000000000000
Lacy-Lakeview City	Texas	11548	0.0000773266700000000000
Ladonia Town	Texas	11040	0.0000134066700000000000
Lago Vista City	Texas	11898	0.0000917866700000000000
Laguna Vista Town	Texas	10768	0.0000245933300000000000
Lake Bridgeport City	Texas	12020	0.0000015466700000000000
Lake City Town	Texas	11784	0.0000194533300000000000
Lake Dallas City	Texas	10958	0.0001687600000000000000
Lake Jackson City	Texas	10691	0.0005052066700000000000
Lake Tanglewood Village	Texas	11726	0.0000040866700000000000
Lake Worth City	Texas	11856	0.0001336733300000000000
Lakeport City	Texas	11145	0.0000030866700000000000
Lakeside City Town	Texas	10584	0.0000014800000000000000
Lakeside Town	Texas	11787	0.0000298266700000000000
Lakeside Town	Texas	11860	0.0000298266700000000000
Lakeview Town	Texas	11169	0.0000028466700000000000
Lakeway City	Texas	11908	0.0002110466700000000000
Lakewood Village City	Texas	10959	0.0000037133300000000000
Lamar County	Texas	11443	0.0009439866700000000000
Lamb County	Texas	11451	0.0003378733300000000000
Lamesa City	Texas	10932	0.0001977066700000000000
Lampasas City	Texas	11463	0.0001880733300000000000
Lampasas County	Texas	11458	0.0002854533300000000000
Lancaster City	Texas	10920	0.0006043533300000000000
Laredo City	Texas	11964	0.0050878266700000000000
Latexo City	Texas	11315	0.0000008266700000000000
Lavaca County	Texas	11465	0.0003064866700000000000
Lavon City	Texas	10850	0.0000495666700000000000

Lawn Town	Texas	11862	0.0000003866700000000000
League City	Texas	11109	0.0020161200000000000000
Leakey City	Texas	11724	0.0000001706670000000000
Leander City	Texas	11909	0.0005909400000000000000
Leary City	Texas	10679	0.0000005313330000000000
Lee County	Texas	11470	0.0002030466700000000000
Lefors Town	Texas	11127	0.0000001060000000000000
Leon County	Texas	11472	0.0004492866700000000000
Leon Valley City	Texas	10635	0.0001550533300000000000
Leona City	Texas	11477	0.0000005886670000000000
Leonard City	Texas	11045	0.0000056700000000000000
Leroy City	Texas	11558	0.0000001173330000000000
Levelland City	Texas	11299	0.0003123200000000000000
Lewisville City	Texas	10926	0.0025472933300000000000
Lexington Town	Texas	11471	0.0000154533300000000000
Liberty City	Texas	11480	0.0004822866700000000000
Liberty County	Texas	11482	0.0035414133300000000000
Liberty Hill City	Texas	11998	0.0000185333300000000000
Limestone County	Texas	11490	0.0009045600000000000000
Lincoln Park Town	Texas	10967	0.0000004513330000000000
Lindale City	Texas	11806	0.0001613466700000000000
Linden City	Texas	10785	0.0000244066700000000000
Lindsay City	Texas	10895	0.0000008186670000000000
Lipan City	Texas	11303	0.0000000293330000000000
Lipscomb County	Texas	11499	0.0000675466700000000000
Little Elm City	Texas	10963	0.0004621733300000000000
Little River-Academy City	Texas	10628	0.0000005320000000000000
Littlefield City	Texas	11455	0.0000051186670000000000
Live Oak City	Texas	10648	0.0002182666700000000000
Live Oak County	Texas	11501	0.0002647733300000000000
Liverpool City	Texas	10702	0.0000009566670000000000
Livingston Town	Texas	11700	0.0004877666700000000000
Llano City	Texas	11504	0.0001541400000000000000
Llano County	Texas	11508	0.0007709800000000000000
Lockhart City	Texas	10737	0.0003270000000000000000
Lockney Town	Texas	11061	0.0000220066700000000000
Log Cabin City	Texas	11241	0.0000130666700000000000
Lometa City	Texas	11460	0.0000007840000000000000
Lone Oak City	Texas	11329	0.0000113666700000000000
Lone Star City	Texas	11610	0.0000552200000000000000
Longview City	Texas	11146	0.0032150266700000000000
Loraine Town	Texas	11588	0.0000001253330000000000
Lorena City	Texas	11556	0.0000226000000000000000

Lorenzo City	Texas	10903	0.0000757200000000000000
Los Fresnos City	Texas	10759	0.0000745666700000000000
Los Indios Town	Texas	10766	0.0000010600000000000000
Lott City	Texas	11029	0.0000101066700000000000
Lovelady City	Texas	11321	0.0000016600000000000000
Loving County	Texas	11509	0.0000066666700000000000
Lowry Crossing City	Texas	10856	0.0000052200000000000000
Lubbock City	Texas	11510	0.0021324466700000000000
Lubbock County	Texas	11512	0.0091981266700000000000
Lucas City	Texas	10844	0.0000351066700000000000
Lueders City	Texas	11394	0.0000033866700000000000
Lufkin City	Texas	10575	0.0018772800000000000000
Luling City	Texas	10743	0.0001961400000000000000
Lumberton City	Texas	11184	0.0002440600000000000000
Lyford City	Texas	11988	0.0000204733300000000000
Lynn County	Texas	11518	0.0000418333300000000000
Lytle City	Texas	10599	0.0000481533300000000000
Mabank Town	Texas	11415	0.0001296200000000000000
Madison County	Texas	11526	0.0003299466700000000000
Madisonville City	Texas	11524	0.0000763866700000000000
Magnolia City	Texas	11598	0.0001735400000000000000
Malakoff City	Texas	11237	0.0000840933300000000000
Malone Town	Texas	11285	0.0000029266700000000000
Manor City	Texas	11889	0.0000833266700000000000
Mansfield City	Texas	11389	0.0010052533300000000000
Manvel City	Texas	10694	0.0000820333300000000000
Marble Falls City	Texas	10735	0.0002469266700000000000
Marfa City	Texas	11715	0.0000004333300000000000
Marietta Town	Texas	10793	0.0000022533300000000000
Marion City	Texas	11155	0.0000018333300000000000
Marion County	Texas	11529	0.0003648533300000000000
Marlin City	Texas	11035	0.0001442266700000000000
Marquez City	Texas	11474	0.0000088133300000000000
Marshall City	Texas	11211	0.0007224733300000000000
Mart City	Texas	11496	0.0000061866700000000000
Martin County	Texas	11528	0.0000724133300000000000
Martindale City	Texas	10736	0.0000162466700000000000
Mason City	Texas	11534	0.0000051800000000000000
Mason County	Texas	11537	0.0000208933300000000000
Matador Town	Texas	11616	0.0000080200000000000000
Matagorda County	Texas	11535	0.0009015933300000000000
Mathis City	Texas	11776	0.0001048000000000000000
Maud City	Texas	10671	0.0000028200000000000000
Maverick County	Texas	11539	0.0007727933300000000000

Maypearl City	Texas	11021	0.0000065733300000000000
Mcallen City	Texas	11262	0.0024294933300000000000
Mccamey City	Texas	11927	0.0000036133300000000000
Mcculloch County	Texas	11543	0.0001334733300000000000
Mcgregor City	Texas	11561	0.0000610333300000000000
Mckinney City	Texas	10839	0.0030025533300000000000
Mclean Town	Texas	11124	0.0000000933300000000000
Mclendon-Chisholm City	Texas	11757	0.0000027400000000000000
Mclennan County	Texas	11542	0.0035309400000000000000
Mcmullen County	Texas	11560	0.0000066666700000000000
Meadow Town	Texas	11874	0.0000074733300000000000
Meadowlakes City	Texas	10733	0.0000060333300000000000
Meadows Place City	Texas	11069	0.0001209866700000000000
Medina County	Texas	11563	0.0003223666700000000000
Megargel Town	Texas	10588	0.0000040733300000000000
Melissa City	Texas	10847	0.0001025400000000000000
Melvin Town	Texas	11540	0.0000023000000000000000
Memphis City	Texas	11171	0.0000480200000000000000
Menard City	Texas	11572	0.0000066066700000000000
Menard County	Texas	11568	0.0000981133300000000000
Mercedes City	Texas	11266	0.0001429400000000000000
Meridian City	Texas	10665	0.0000236400000000000000
Merkel Town	Texas	11863	0.0000674466700000000000
Mertens Town	Texas	11290	0.0000015933300000000000
Mertzon City	Texas	11342	0.0000001933300000000000
Mesquite City	Texas	10934	0.0020713933300000000000
Mexia City	Texas	11495	0.0001406400000000000000
Miami City	Texas	11743	0.0000030333300000000000
Midland City	Texas	11531	0.0034789933300000000000
Midland County	Texas	11569	0.0018661800000000000000
Midlothian City	Texas	11019	0.0006386600000000000000
Midway City	Texas	11527	0.0000005200000000000000
Milam County	Texas	11570	0.0006492400000000000000
Milano City	Texas	11578	0.0000060266700000000000
Mildred Town	Texas	11628	0.0000019066700000000000
Miles City	Texas	11754	0.0000006200000000000000
Milford Town	Texas	11018	0.0000411800000000000000
Miller'S Cove Town	Texas	11883	0.0000006466700000000000
Millican Town	Texas	10709	0.0000027800000000000000
Mills County	Texas	11577	0.0001328733300000000000
Millsap Town	Texas	11688	0.0000002266700000000000
Mineola City	Texas	12021	0.0003247933300000000000
Mineral Wells City	Texas	11677	0.0006137400000000000000

Mingus City	Texas	11667	0.0000012600000000000000
Mission City	Texas	11261	0.0008317866700000000000
Missouri City	Texas	11081	0.0013975533300000000000
Mitchell County	Texas	11581	0.0001390000000000000000
Mobeetie City	Texas	11975	0.0000003466700000000000
Mobile City	Texas	11751	0.0000135600000000000000
Monahans City	Texas	11960	0.0000389933300000000000
Mont Belvieu City	Texas	10805	0.0001311266700000000000
Montague County	Texas	11580	0.0006319733300000000000
Montgomery City	Texas	11592	0.0000125600000000000000
Montgomery County	Texas	11589	0.0180060733300000000000
Moody City	Texas	11550	0.0000055200000000000000
Moore County	Texas	11604	0.0002708466700000000000
Moore Station City	Texas	11254	0.0000051466700000000000
Moran City	Texas	11796	0.0000003333300000000000
Morgan City	Texas	10667	0.0000040333300000000000
Morgan'S Point City	Texas	11203	0.0000207000000000000000
Morgan'S Point Resort City	Texas	10627	0.0000534933300000000000
Morris County	Texas	11607	0.0003555200000000000000
Morton City	Texas	10823	0.0000011133300000000000
Motley County	Texas	11613	0.0000222933300000000000
Moulton Town	Texas	11464	0.0000066600000000000000
Mount Calm City	Texas	11286	0.0000040333300000000000
Mount Enterprise City	Texas	11764	0.0000122133300000000000
Mount Pleasant City	Texas	11879	0.0004378933300000000000
Mount Vernon Town	Texas	11084	0.0000403266700000000000
Mountain City	Texas	11231	0.0000103200000000000000
Muenster City	Texas	10880	0.0000310400000000000000
Muleshoe City	Texas	10607	0.0000327333300000000000
Mullin Town	Texas	11583	0.0000025600000000000000
Munday City	Texas	11441	0.0000136466700000000000
Murchison City	Texas	11252	0.0000153466700000000000
Murphy City	Texas	10840	0.0003459533300000000000
Mustang Ridge City	Texas	11903	0.0000164133300000000000
Mustang Town	Texas	11642	0.0000000466700000000000
Nacogdoches City	Texas	11618	0.0013732800000000000000
Nacogdoches County	Texas	11614	0.0013238866700000000000
Naples City	Texas	11612	0.0000281600000000000000
Nash City	Texas	10680	0.0000533266700000000000
Nassau Bay City	Texas	11205	0.0000749800000000000000
Natalia City	Texas	11566	0.0000041666700000000000
Navarro County	Texas	11619	0.0006900866700000000000
Navarro Town	Texas	11629	0.0000022266700000000000

Navasota City	Texas	10714	0.0002511733300000000000
Nazareth City	Texas	10797	0.0000008266700000000000
Nederland City	Texas	11359	0.0002972333300000000000
Needville City	Texas	11064	0.0000689400000000000000
Nevada City	Texas	10841	0.0000015800000000000000
New Berlin City	Texas	11159	0.0000000266700000000000
New Boston City	Texas	10673	0.0000463533300000000000
New Braunfels City	Texas	10876	0.0020487533300000000000
New Chapel Hill City	Texas	11813	0.0000019200000000000000
New Deal Town	Texas	11520	0.0000022533300000000000
New Fairview City	Texas	12018	0.0000155600000000000000
New Home City	Texas	11525	0.0000000600000000000000
New Hope Town	Texas	10848	0.0000068266700000000000
New London City	Texas	11767	0.0000275266700000000000
New Summerfield City	Texas	10812	0.0000029466700000000000
New Waverly City	Texas	11946	0.0000170800000000000000
Newark City	Texas	11867	0.0000034666700000000000
Newcastle City	Texas	12032	0.0000060933300000000000
Newton City	Texas	11643	0.0000406800000000000000
Newton County	Texas	11639	0.0010533733300000000000
Neylandville Town	Texas	11330	0.0000010866700000000000
Niederwald City	Texas	10745	0.0000001066700000000000
Nixon City	Texas	11118	0.0000152200000000000000
Nocona City	Texas	11586	0.0001102400000000000000
Nolan County	Texas	11645	0.0003350800000000000000
Nolanville City	Texas	10629	0.0000283133300000000000
Nome City	Texas	11368	0.0000026066700000000000
Noonday City	Texas	11812	0.0000015066700000000000
Nordheim City	Texas	10940	0.0000046466700000000000
Normangee Town	Texas	11481	0.0000412800000000000000
North Cleveland City	Texas	11486	0.0000007000000000000000
North Richland Hills City	Texas	11850	0.0009761266700000000000
Northlake Town	Texas	10955	0.0000593666700000000000
Novice City	Texas	10833	0.0000005066700000000000
Nueces County	Texas	11648	0.0091195466700000000000
Oak Grove Town	Texas	11413	0.0000184600000000000000
Oak Leaf City	Texas	11024	0.0000040800000000000000
Oak Point City	Texas	10966	0.0000600733300000000000
Oak Ridge North City	Texas	11593	0.0002234133300000000000
Oak Ridge Town	Texas	10888	0.0000023866700000000000
Oak Ridge Town	Texas	11414	0.0000023866700000000000
Oak Valley Town	Texas	11634	0.0000000466700000000000
Oakwood Town	Texas	11475	0.0000009866700000000000

O'Brien City	Texas	11221	0.0000005066700000000000
Ochiltree County	Texas	11657	0.0001031733300000000000
Odem City	Texas	11779	0.0000494666700000000000
Odessa City	Texas	11003	0.0037277533300000000000
O'Donnell City	Texas	11522	0.0000001800000000000000
Oglesby City	Texas	10893	0.0000001933300000000000
Old River-Winfree City	Texas	10801	0.0001443533300000000000
Oldham County	Texas	11661	0.0000687866700000000000
Olmos Park City	Texas	10637	0.0000653400000000000000
Olney City	Texas	12034	0.0000405866700000000000
Olton City	Texas	11456	0.0000079800000000000000
Omaha City	Texas	11611	0.0000279000000000000000
Onalaska City	Texas	11705	0.0002110266700000000000
Opdyke West Town	Texas	11296	0.0000031933300000000000
Orange City	Texas	11660	0.0020755933300000000000
Orange County	Texas	11659	0.0045987866700000000000
Orange Grove City	Texas	11372	0.0000111800000000000000
Orchard City	Texas	11079	0.0000057800000000000000
Ore City	Texas	11922	0.0000453733300000000000
Overton City	Texas	11765	0.0000526666700000000000
Ovilla City	Texas	10933	0.0000892733300000000000
Oyster Creek City	Texas	10701	0.0000642200000000000000
Paducah Town	Texas	10906	0.0000008333300000000000
Paint Rock Town	Texas	10884	0.0000009400000000000000
Palacios City	Texas	11533	0.0000935733300000000000
Palestine City	Texas	10572	0.0011867266700000000000
Palisades Village	Texas	11719	0.0000016000000000000000
Palm Valley City	Texas	10770	0.0000127866700000000000
Palmer Town	Texas	11022	0.0000844400000000000000
Palmhurst City	Texas	11275	0.0000310666700000000000
Palmview City	Texas	11276	0.0000505133300000000000
Palo Pinto County	Texas	11670	0.0008308066700000000000
Pampa City	Texas	11126	0.0004481800000000000000
Panhandle Town	Texas	10774	0.0000635733300000000000
Panola County	Texas	11675	0.0005379933300000000000
Panorama Village City	Texas	11599	0.0000086133300000000000
Pantego Town	Texas	11855	0.0000859866700000000000
Paradise City	Texas	12014	0.0000003466700000000000
Paris City	Texas	11445	0.0013412000000000000000
Parker City	Texas	10849	0.0000687133300000000000
Parker County	Texas	11678	0.0031750266700000000000
Parmer County	Texas	11695	0.0001057733300000000000
Pasadena City	Texas	11198	0.0023769066700000000000
Pattison City	Texas	11952	0.0000076533300000000000

Patton Village City	Texas	11594	0.0000617866700000000000
Payne Springs Town	Texas	11247	0.0000118000000000000000
Pearland City	Texas	10706	0.0022250133300000000000
Pearsall City	Texas	11091	0.0000771333300000000000
Pecan Gap City	Texas	10948	0.0000047933300000000000
Pecan Hill City	Texas	11025	0.0000015266700000000000
Pecos City	Texas	11734	0.0000508133300000000000
Pecos County	Texas	11701	0.0003133133300000000000
Pelican Bay City	Texas	11858	0.0000079933300000000000
Penelope Town	Texas	11289	0.0000027666700000000000
Penitas City	Texas	11272	0.0000020800000000000000
Perryton City	Texas	11656	0.0001557600000000000000
Petersburg City	Texas	11163	0.0000112733300000000000
Petrolia City	Texas	10819	0.0000001133300000000000
Petronila City	Texas	11651	0.0000000333300000000000
Pflugerville City	Texas	11901	0.0005760533300000000000
Pharr City	Texas	11268	0.0009648066700000000000
Pilot Point City	Texas	10890	0.0000774200000000000000
Pine Forest City	Texas	11668	0.0000259600000000000000
Pine Island Town	Texas	11950	0.0000209400000000000000
Pinehurst City	Texas	11664	0.0002178066700000000000
Pineland City	Texas	11766	0.0000275866700000000000
Piney Point Village City	Texas	11204	0.0001049200000000000000
Pittsburg City	Texas	10773	0.0001368400000000000000
Plains Town	Texas	12031	0.0000008600000000000000
Plainview City	Texas	11166	0.0004019866700000000000
Plano City	Texas	10862	0.0076773866700000000000
Pleak Village	Texas	11076	0.0000018000000000000000
Pleasant Valley Town	Texas	11981	0.0000020533300000000000
Pleasanton City	Texas	10594	0.0001934066700000000000
Plum Grove City	Texas	11485	0.0000017200000000000000
Point Blank City	Texas	11775	0.0000023666700000000000
Point City	Texas	11714	0.0000101266700000000000
Point Comfort City	Texas	10749	0.0000029800000000000000
Point Venture Village	Texas	11894	0.0000039200000000000000
Polk County	Texas	11702	0.0024722066700000000000
Ponder Town	Texas	10969	0.0000085466700000000000
Port Aransas City	Texas	11653	0.0002068133300000000000
Port Arthur City	Texas	11365	0.0024529666700000000000
Port Isabel City	Texas	10763	0.0000653466700000000000
Port Lavaca City	Texas	10747	0.0000783466700000000000
Port Neches City	Texas	11358	0.0002589933300000000000
Portland City	Texas	11655	0.0005101133300000000000
Post City	Texas	11114	0.0000155466700000000000

Post Oak Bend City Town	Texas	11407	0.0000068933300000000000
Poteet City	Texas	10598	0.0000451133300000000000
Poth Town	Texas	12004	0.0000264933300000000000
Potter County	Texas	11704	0.0024780066700000000000
Pottsboro Town	Texas	11133	0.0000820133300000000000
Powell Town	Texas	11638	0.0000007333300000000000
Poynor Town	Texas	11253	0.0000078666700000000000
Prairie View City	Texas	11951	0.0000506666700000000000
Premont City	Texas	11376	0.0000221400000000000000
Presidio City	Texas	11712	0.0000009866700000000000
Presidio County	Texas	11709	0.0000052466700000000000
Primera Town	Texas	10764	0.0000197200000000000000
Princeton City	Texas	10843	0.0001283000000000000000
Progreso City	Texas	11265	0.0000538133300000000000
Progreso Lakes City	Texas	11273	0.0000002600000000000000
Prosper Town	Texas	10861	0.0001518000000000000000
Providence Village Town	Texas	10954	0.0000033866700000000000
Putnam Town	Texas	10760	0.0000000933300000000000
Pyote Town	Texas	11962	0.0000001466700000000000
Quanah City	Texas	11178	0.0000013800000000000000
Queen City	Texas	10787	0.0000322466700000000000
Quinlan City	Texas	11331	0.0000486933300000000000
Quintana Town	Texas	10705	0.0000032800000000000000
Quitaque City	Texas	10716	0.0000000533300000000000
Quitman City	Texas	12023	0.0001041266700000000000
Rains County	Texas	11710	0.0003546000000000000000
Ralls City	Texas	10907	0.0000264466700000000000
Rancho Viejo Town	Texas	10769	0.0000255733300000000000
Randall County	Texas	11720	0.0018541733300000000000
Ranger City	Texas	10999	0.0000812400000000000000
Rankin City	Texas	11926	0.0000107533300000000000
Ransom Canyon Town	Texas	11517	0.0000062000000000000000
Ravenna City	Texas	11046	0.0000045666700000000000
Raymondville City	Texas	11983	0.0000497733300000000000
Reagan County	Texas	11721	0.0001681000000000000000
Real County	Texas	11731	0.0000338200000000000000
Red Lick City	Texas	10677	0.0000001533300000000000
Red Oak City	Texas	11020	0.0001789533300000000000
Red River County	Texas	11727	0.0001953733300000000000
Redwater City	Texas	10678	0.0000070533300000000000
Reeves County	Texas	11738	0.0006890000000000000000
Refugio County	Texas	11736	0.0003081066700000000000

Refugio Town	Texas	11742	0.0000589266700000000000
Reklaw City	Texas	10815	0.0000075733300000000000
Reno City	Texas	11449	0.0000744266700000000000
Reno City	Texas	11693	0.0000252733300000000000
Retreat Town	Texas	11636	0.0000003466700000000000
Rhame City	Texas	12016	0.0000819000000000000000
Rice City	Texas	11631	0.0000131466700000000000
Richardson City	Texas	10854	0.0017354333300000000000
Richland Hills City	Texas	11857	0.0001629200000000000000
Richland Springs Town	Texas	11788	0.0000148933300000000000
Richland Town	Texas	11635	0.0000014000000000000000
Richmond City	Texas	11065	0.0005173733300000000000
Richwood City	Texas	10688	0.0000807466700000000000
Riesel City	Texas	11557	0.0000074533300000000000
Rio Bravo City	Texas	11970	0.0000569866700000000000
Rio Grande City	Texas	11821	0.0001729800000000000000
Rio Hondo City	Texas	10762	0.0000236666700000000000
Rio Vista City	Texas	11379	0.0000294600000000000000
Rising Star Town	Texas	11000	0.0000128866700000000000
River Oaks City	Texas	11851	0.0000794466700000000000
Riverside City	Texas	11940	0.0000057200000000000000
Roanoke City	Texas	10981	0.0000018333300000000000
Roaring Springs Town	Texas	11615	0.0000030733300000000000
Robert Lee City	Texas	10827	0.0000005666700000000000
Roberts County	Texas	11755	0.0000036466700000000000
Robertson County	Texas	11744	0.0002976133300000000000
Robinson City	Texas	11547	0.0001200133300000000000
Robstown City	Texas	11652	0.0002676933300000000000
Roby City	Texas	11063	0.0000028533300000000000
Rochester Town	Texas	11223	0.0000044933300000000000
Rockdale City	Texas	11571	0.0001398200000000000000
Rockport City	Texas	10582	0.0003616866700000000000
Rocksprings Town	Texas	11007	0.0000001666700000000000
Rockwall City	Texas	11748	0.0007620533300000000000
Rockwall County	Texas	11753	0.0011254666700000000000
Rocky Mound Town	Texas	10777	0.0000018666700000000000
Rogers Town	Texas	10620	0.0000254533300000000000
Rollingwood City	Texas	11890	0.0000316933300000000000
Roma City	Texas	11818	0.0001108600000000000000
Roman Forest Town	Texas	11601	0.0000574000000000000000
Ropesville City	Texas	11292	0.0000141466700000000000
Roscoe City	Texas	11641	0.0000051866700000000000
Rose City	Texas	11669	0.0000267466700000000000
Rose Hill Acres City	Texas	11187	0.0000154066700000000000

Rosebud City	Texas	11034	0.0000099266700000000000
Rosenberg City	Texas	11068	0.0008439533300000000000
Ross City	Texas	11559	0.0000009800000000000000
Rosser Village	Texas	11412	0.0000036600000000000000
Rotan City	Texas	11054	0.0000099533300000000000
Round Mountain Town	Texas	10659	0.0000030266700000000000
Round Rock City	Texas	11905	0.0031732800000000000000
Round Top Town	Texas	11055	0.0000009333300000000000
Rowlett City	Texas	10935	0.0006664200000000000000
Roxton City	Texas	11446	0.0000003133300000000000
Royse City	Texas	11339	0.0001566266700000000000
Rule Town	Texas	11222	0.0000053333300000000000
Runaway Bay City	Texas	12017	0.0000462066700000000000
Runge Town	Texas	11402	0.0000017000000000000000
Runnels County	Texas	11756	0.0002255400000000000000
Rusk City	Texas	10806	0.0001199400000000000000
Rusk County	Texas	11758	0.0010092666700000000000
Sabinal City	Texas	11933	0.0000120733300000000000
Sabine County	Texas	11763	0.0003098600000000000000
Sachse City	Texas	10860	0.0001560000000000000000
Sadler City	Texas	11140	0.0000061666700000000000
Saginaw City	Texas	11849	0.0002131533300000000000
Salado Village	Texas	10624	0.0000214000000000000000
San Angelo City	Texas	11887	0.0035767266700000000000
San Antonio City	Texas	10653	0.0291027733300000000000
San Augustine City	Texas	11772	0.0001678800000000000000
San Augustine County	Texas	11770	0.0002523600000000000000
San Benito City	Texas	10761	0.0002667666700000000000
San Diego City	Texas	10989	0.0000784733300000000000
San Elizario City	Texas	11005	0.0000522066700000000000
San Felipe Town	Texas	10602	0.0000099866700000000000
San Jacinto County	Texas	11771	0.0013159866700000000000
San Juan City	Texas	11264	0.0001923000000000000000
San Leanna Village	Texas	11904	0.0000002400000000000000
San Marcos City	Texas	10739	0.0021712533300000000000
San Patricio City	Texas	11782	0.0000280866700000000000
San Patricio County	Texas	11777	0.0018127733300000000000
San Perlita City	Texas	11985	0.0000147933300000000000
San Saba City	Texas	11786	0.0000670466700000000000
San Saba County	Texas	11785	0.0001170800000000000000
Sanctuary Town	Texas	11682	0.0000001133300000000000
Sandy Oaks City	Texas	10633	0.0000657533300000000000
Sandy Point City	Texas	10682	0.0000109133300000000000
Sanford Town	Texas	11343	0.0000020533300000000000

Sanger City	Texas	10952	0.0001482466700000000000
Sansom Park City	Texas	11848	0.0000014866700000000000
Santa Anna Town	Texas	10829	0.0000021933300000000000
Santa Clara City	Texas	11161	0.0000005800000000000000
Santa Fe City	Texas	11100	0.0002218133300000000000
Santa Rosa Town	Texas	10767	0.0000142533300000000000
Savoy City	Texas	11044	0.0000156600000000000000
Schertz City	Texas	10655	0.0004007333300000000000
Schleicher County	Texas	11789	0.0000379666700000000000
Schulenburg City	Texas	11052	0.0000170666700000000000
Scotland City	Texas	10590	0.0000009866700000000000
Scottsville City	Texas	11215	0.0000047200000000000000
Scurry County	Texas	11791	0.0004874400000000000000
Scurry Town	Texas	11406	0.0000074000000000000000
Seabrook City	Texas	10798	0.0002018000000000000000
Seadrift City	Texas	10748	0.0000066066700000000000
Seagoville City	Texas	10930	0.0001140400000000000000
Seagraves City	Texas	11088	0.0000502066700000000000
Sealy City	Texas	10604	0.0001375800000000000000
Seguin City	Texas	11157	0.0025102533300000000000
Selma City	Texas	10651	0.0001495266700000000000
Seminole City	Texas	11097	0.0001072800000000000000
Seven Oaks City	Texas	11706	0.0000261133300000000000
Seven Points City	Texas	11256	0.0000496800000000000000
Seymour City	Texas	10625	0.0000947866700000000000
Shackelford County	Texas	11793	0.0000085866700000000000
Shady Shores Town	Texas	10957	0.0000039600000000000000
Shallowater City	Texas	11513	0.0000127133300000000000
Shamrock City	Texas	11973	0.0000288533300000000000
Shavano Park City	Texas	10640	0.0000211866700000000000
Shelby County	Texas	11794	0.0007328333300000000000
Shenandoah City	Texas	11603	0.0003141466700000000000
Shepherd City	Texas	11774	0.0000009800000000000000
Sherman City	Texas	11135	0.0022039000000000000000
Sherman County	Texas	11799	0.0000528666700000000000
Shiner City	Texas	11462	0.0000269466700000000000
Shoreacres City	Texas	10813	0.0000063866700000000000
Silsbee City	Texas	11185	0.0004429466700000000000
Silverton City	Texas	10718	0.0000000933300000000000
Simonton City	Texas	11072	0.0000127066700000000000
Sinton City	Texas	11778	0.0001577200000000000000
Skellytown Town	Texas	10784	0.0000026666700000000000
Slaton City	Texas	11514	0.0000010266700000000000
Smiley City	Texas	11119	0.0000043666700000000000

Smith County	Texas	11807	0.005059740000000000000000
Smithville City	Texas	10616	0.000113393330000000000000
Smyer Town	Texas	11297	0.000000200000000000000000
Snook City	Texas	10730	0.000000948000000000000000
Snyder City	Texas	11792	0.000060120000000000000000
Socorro City	Texas	11008	0.000074166670000000000000
Somerset City	Texas	10652	0.000010180000000000000000
Somervell County	Texas	11816	0.000380506670000000000000
Somerville City	Texas	10725	0.000025373330000000000000
Sonora City	Texas	11829	0.000048913330000000000000
Sour Lake City	Texas	11181	0.000119040000000000000000
South Houston City	Texas	11200	0.000170800000000000000000
South Mountain Town	Texas	10894	0.000000102667000000000000
South Padre Island Town	Texas	10772	0.000204193330000000000000
Southlake City	Texas	11864	0.000472306670000000000000
Southmayd City	Texas	11141	0.000047306670000000000000
Southside Place City	Texas	11199	0.000000590000000000000000
Spearman City	Texas	11176	0.000093333330000000000000
Splendora City	Texas	11597	0.000051706670000000000000
Spofford City	Texas	11436	0.000000046670000000000000
Spring Valley Village City	Texas	11201	0.000109360000000000000000
Springlake Town	Texas	11457	0.000000002000000000000000
Springtown City	Texas	11692	0.000094960000000000000000
Spur City	Texas	10985	0.000000284667000000000000
St. Hedwig Town	Texas	10650	0.000000740000000000000000
St. Jo City	Texas	11587	0.000049066670000000000000
St. Paul Town	Texas	10846	0.000000014000000000000000
Stafford City	Texas	11080	0.000500966670000000000000
Stagecoach Town	Texas	11602	0.000020240000000000000000
Stamford City	Texas	11390	0.000000265333000000000000
Stanton City	Texas	11532	0.000025586670000000000000
Staples City	Texas	11154	0.000000012667000000000000
Star Harbor City	Texas	11249	0.000000100667000000000000
Starr County	Texas	11820	0.000665973330000000000000
Stephens County	Texas	11822	0.000234960000000000000000
Stephenville City	Texas	11030	0.000556480000000000000000
Sterling City	Texas	11828	0.000000041333000000000000
Sterling County	Texas	11825	0.000000626000000000000000
Stinnett City	Texas	11340	0.000027313330000000000000
Stockdale City	Texas	12002	0.000000494000000000000000
Stonewall County	Texas	11827	0.000012146670000000000000
Stratford City	Texas	11801	0.000055853330000000000000

Strawn City	Texas	11671	0.0000065800000000000000
Streetman Town	Texas	11090	0.0000000333300000000000
Sudan City	Texas	11461	0.0000002133300000000000
Sugar Land City	Texas	11066	0.0021437400000000000000
Sullivan City	Texas	11274	0.0000408066700000000000
Sulphur Springs City	Texas	11310	0.0008306866700000000000
Sun Valley City	Texas	11450	0.0000000266700000000000
Sundown City	Texas	11298	0.0000172800000000000000
Sunnyvale Town	Texas	10921	0.0000216533300000000000
Sunray City	Texas	11608	0.0000171400000000000000
Sunrise Beach Village City	Texas	11511	0.0000138866700000000000
Sunset Valley City	Texas	11906	0.0000628333300000000000
Surfside Beach City	Texas	10695	0.0000435333300000000000
Sutton County	Texas	11824	0.0000436066700000000000
Sweeny City	Texas	10686	0.0000300200000000000000
Sweetwater City	Texas	11644	0.0004549866700000000000
Swisher County	Texas	11835	0.0000483400000000000000
Taft City	Texas	11780	0.0000390733300000000000
Tahoka City	Texas	11523	0.0000028666700000000000
Talco City	Texas	11885	0.0000024800000000000000
Talty Town	Texas	11409	0.0000608266700000000000
Tarrant County	Texas	11833	0.0411410600000000000000
Tatum City	Texas	11680	0.0000064800000000000000
Taylor City	Texas	11997	0.0003863000000000000000
Taylor County	Texas	11866	0.0023405200000000000000
Taylor Lake Village City	Texas	11210	0.0000027466700000000000
Taylor Landing City	Texas	11364	0.0000010200000000000000
Teague City	Texas	11096	0.0000114266700000000000
Tehuacana Town	Texas	11498	0.0000000800000000000000
Temple City	Texas	10621	0.0018716466700000000000
Tenaha Town	Texas	11797	0.0000314533300000000000
Terrell City	Texas	11408	0.0009913733300000000000
Terrell County	Texas	11873	0.0000382466700000000000
Terrell Hills City	Texas	10641	0.0000657200000000000000
Terry County	Texas	11875	0.0001694866700000000000
Texarkana City	Texas	10676	0.0012806266700000000000
Texas City	Texas	10799	0.0019913466700000000000
Texhoma City	Texas	11805	0.0000010400000000000000
Texline Town	Texas	10904	0.0000057666700000000000
The Colony City	Texas	10961	0.0007619800000000000000
The Hills Village	Texas	11896	0.0000066933300000000000
Thompsons Town	Texas	11077	0.0000126466700000000000

Thorndale City	Texas	11576	0.0000106333300000000000
Thornton Town	Texas	11500	0.0000018000000000000000
Thorntonville Town	Texas	11957	0.0000005800000000000000
Thrall City	Texas	11996	0.0000055000000000000000
Three Rivers City	Texas	11507	0.0000311266700000000000
Throckmorton County	Texas	11881	0.0000379666700000000000
Throckmorton Town	Texas	11882	0.0000001933300000000000
Tiki Island Village	Texas	11098	0.0000145200000000000000
Timbercreek Canyon Village	Texas	11722	0.0000024600000000000000
Timpson City	Texas	11802	0.0000842800000000000000
Tioga Town	Texas	11134	0.0000159333300000000000
Tira Town	Texas	11311	0.0000012333300000000000
Titus County	Texas	11891	0.0004707400000000000000
Toco City	Texas	11448	0.0000000266700000000000
Todd Mission City	Texas	11156	0.0000112000000000000000
Tolar City	Texas	11304	0.0000157933300000000000
Tom Bean City	Texas	11138	0.0000152866700000000000
Tom Green County	Texas	11884	0.0018828466700000000000
Tomball City	Texas	11208	0.0002308000000000000000
Tool City	Texas	11250	0.0000985800000000000000
Toyah Town	Texas	11741	0.0000002666700000000000
Travis County	Texas	11888	0.0313564866700000000000
Trent Town	Texas	11868	0.0000004200000000000000
Trenton City	Texas	10864	0.0000205933300000000000
Trinidad City	Texas	11243	0.0000390600000000000000
Trinity City	Texas	11920	0.0001576800000000000000
Trinity County	Texas	11911	0.0007051066700000000000
Trophy Club Town	Texas	10979	0.0001958000000000000000
Troup City	Texas	11815	0.0000527866700000000000
Troy City	Texas	10626	0.0000354666700000000000
Tulia City	Texas	11830	0.0000594066700000000000
Turkey City	Texas	11170	0.0000049133300000000000
Tuscola City	Texas	11871	0.0000009200000000000000
Tye City	Texas	11870	0.0000117733300000000000
Tyler City	Texas	11810	0.0048255266700000000000
Tyler County	Texas	11916	0.0008782866700000000000
Uhlend City	Texas	10744	0.0000103000000000000000
Uncertain City	Texas	11216	0.0000012333300000000000
Union Grove City	Texas	11923	0.0000066266700000000000
Union Valley City	Texas	11334	0.0000044400000000000000
Universal City	Texas	10644	0.0001895200000000000000
University Park City	Texas	10924	0.0003388866700000000000
Upshur County	Texas	11918	0.0008553333300000000000

Upton County	Texas	11925	0.000056660000000000000000
Uvalde City	Texas	11929	0.000122926670000000000000
Uvalde County	Texas	11928	0.000241626670000000000000
Val Verde County	Texas	11932	0.000785433330000000000000
Valentine Town	Texas	11355	0.000001380000000000000000
Valley Mills City	Texas	10669	0.000014853330000000000000
Valley View City	Texas	10887	0.000012160000000000000000
Van Alstyne City	Texas	10863	0.000291660000000000000000
Van City	Texas	11936	0.000041373330000000000000
Van Horn Town	Texas	10910	0.000001406670000000000000
Van Zandt County	Texas	11931	0.001658313330000000000000
Vega City	Texas	11662	0.000006493330000000000000
Venus Town	Texas	11382	0.000065280000000000000000
Vernon City	Texas	11984	0.000542246670000000000000
Victoria City	Texas	11943	0.000563986670000000000000
Victoria County	Texas	11945	0.003472573330000000000000
Vidor City	Texas	11663	0.000637466670000000000000
Vinton Village	Texas	11014	0.000004146670000000000000
Volente Village	Texas	11892	0.000002220000000000000000
Von Ormy City	Texas	10638	0.000003420000000000000000
Waco City	Texas	11554	0.003413380000000000000000
Waelder City	Texas	11120	0.000022846670000000000000
Wake Village City	Texas	10681	0.000001160000000000000000
Walker County	Texas	11941	0.001230826670000000000000
Waller City	Texas	11953	0.000075300000000000000000
Waller County	Texas	11947	0.000841373330000000000000
Wallis City	Texas	10606	0.000017986670000000000000
Walnut Springs City	Texas	10670	0.000001220000000000000000
Ward County	Texas	11956	0.000452800000000000000000
Warren City	Texas	11149	0.000000440000000000000000
Washington County	Texas	11963	0.000558180000000000000000
Waskom City	Texas	11213	0.000035640000000000000000
Watauga City	Texas	11861	0.000221440000000000000000
Waxahachie City	Texas	11023	0.001013960000000000000000
Weatherford City	Texas	11681	0.001385813330000000000000
Webb County	Texas	11966	0.003368693330000000000000
Webberville Village	Texas	11893	0.000008533330000000000000
Webster City	Texas	11207	0.000354680000000000000000
Weimar City	Texas	10872	0.000038866670000000000000
Weinert City	Texas	11220	0.000001560000000000000000
Weir City	Texas	12001	0.000002953330000000000000
Wellington City	Texas	10868	0.000060740000000000000000
Wellman City	Texas	11877	0.000002553330000000000000
Wells Town	Texas	10808	0.000009046670000000000000

Weslaco City	Texas	11267	0.0004929933300000000000
West City	Texas	11551	0.0000234800000000000000
West Columbia City	Texas	10690	0.0001197200000000000000
West Lake Hills City	Texas	11895	0.0001137066700000000000
West Orange City	Texas	11666	0.0002830133300000000000
West Tawakoni City	Texas	11333	0.0000466333300000000000
West University Place City	Texas	11202	0.0002311466700000000000
Westbrook City	Texas	11584	0.0000002866700000000000
Westlake Town	Texas	10975	0.0002769333300000000000
Weston City	Texas	10851	0.0000017733300000000000
Weston Lakes City	Texas	11071	0.0000012600000000000000
Westover Hills Town	Texas	11853	0.0000300600000000000000
Westworth Village City	Texas	11859	0.0000522800000000000000
Wharton City	Texas	11971	0.0002113333300000000000
Wharton County	Texas	11969	0.0004859133300000000000
Wheeler City	Texas	11974	0.0000029800000000000000
Wheeler County	Texas	11972	0.0001751533300000000000
White Deer Town	Texas	10776	0.0000084866700000000000
White Oak City	Texas	11144	0.0001020333300000000000
White Settlement City	Texas	11852	0.0001553600000000000000
Whiteface Town	Texas	10825	0.0000010333300000000000
Whitehouse City	Texas	11809	0.0001934466700000000000
Whitesboro City	Texas	11136	0.0001262133300000000000
Whitewright Town	Texas	11051	0.0000473200000000000000
Whitney Town	Texas	11284	0.0000004866700000000000
Wichita County	Texas	11978	0.0036824733300000000000
Wichita Falls City	Texas	11982	0.0055504933300000000000
Wickett Town	Texas	11959	0.0000005800000000000000
Wilbarger County	Texas	11986	0.0003674933300000000000
Willacy County	Texas	11987	0.0001638733300000000000
Williamson County	Texas	11991	0.0079732466700000000000
Willis City	Texas	11591	0.0001625600000000000000
Willow Park City	Texas	11687	0.0001782466700000000000
Wills Point City	Texas	11938	0.0002917666700000000000
Wilmer City	Texas	10923	0.0000028400000000000000
Wilson City	Texas	11521	0.0000000800000000000000
Wilson County	Texas	11999	0.0008068933300000000000
Wimberley City	Texas	11227	0.0000048266700000000000
Windcrest City	Texas	10646	0.0000860533300000000000
Windom Town	Texas	11048	0.0000072466700000000000
Windthorst Town	Texas	10587	0.0000225666700000000000
Winfield City	Texas	11886	0.0000019333300000000000
Wink City	Texas	12006	0.0000008000000000000000

Winkler County	Texas	12013	0.0004077533300000000000
Winnsboro City	Texas	12028	0.0001919400000000000000
Winona Town	Texas	11808	0.0000021266700000000000
Winters City	Texas	11760	0.0000415266700000000000
Wise County	Texas	12010	0.0019271600000000000000
Wixon Valley City	Texas	10713	0.0000029400000000000000
Wolfe City	Texas	11332	0.0000364400000000000000
Wolfforth City	Texas	11519	0.0000268133300000000000
Wood County	Texas	12022	0.0017803200000000000000
Woodbranch City	Texas	11596	0.0000641133300000000000
Woodcreek City	Texas	11228	0.0000023866700000000000
Woodloch Town	Texas	11600	0.0000067466700000000000
Woodsboro Town	Texas	11737	0.0000075333300000000000
Woodson Town	Texas	11876	0.0000008133300000000000
Woodville Town	Texas	11913	0.0001356000000000000000
Woodway City	Texas	11549	0.0001714200000000000000
Wortham Town	Texas	11095	0.0000025066700000000000
Wylie City	Texas	10857	0.0007647200000000000000
Yantis Town	Texas	12024	0.0000138133300000000000
Yoakum City	Texas	11467	0.0001347333300000000000
Yoakum County	Texas	12030	0.0002328266700000000000
Yorktown City	Texas	10942	0.0000363133300000000000
Young County	Texas	12026	0.0002941333300000000000
Zapata County	Texas	12029	0.0003765333300000000000
Zavala County	Texas	12036	0.0002543133300000000000
Zavalla City	Texas	10579	0.0000072533300000000000
Beaver County	Utah	12035	0.0022800000000000000000
Box Elder County	Utah	12040	0.0146400000000000000000
Cache County	Utah	12039	0.0264900000000000000000
Carbon County	Utah	12046	0.0271800000000000000000
Daggett County	Utah	12043	0.0002800000000000000000
Davis County	Utah	12044	0.0869500000000000000000
Duchesne County	Utah	12051	0.0064100000000000000000
Emery County	Utah	12059	0.0093800000000000000000
Garfield County	Utah	12061	0.0014700000000000000000
Grand County	Utah	12060	0.0030400000000000000000
Iron County	Utah	12065	0.0162200000000000000000
Juab County	Utah	12066	0.0035200000000000000000
Kane County	Utah	12064	0.0043900000000000000000
Millard County	Utah	12070	0.0035500000000000000000
Morgan County	Utah	12068	0.0021600000000000000000
Piute County	Utah	12067	0.0002200000000000000000
Rich County	Utah	12072	0.0006100000000000000000
Salt Lake County	Utah	12071	0.4227100000000000000000

San Juan County	Utah	12088	0.002490000000000000000000
Sanpete County	Utah	12089	0.010130000000000000000000
Sevier County	Utah	12086	0.006610000000000000000000
Summit County	Utah	12090	0.009440000000000000000000
Tooele County	Utah	12091	0.022330000000000000000000
Uintah County	Utah	12094	0.008660000000000000000000
Utah County	Utah	12098	0.154260000000000000000000
Wasatch County	Utah	12117	0.006010000000000000000000
Washington County	Utah	12114	0.048650000000000000000000
Wayne County	Utah	12119	0.001090000000000000000000
Weber County	Utah	12121	0.098830000000000000000000
Accomack County	Virginia	12129	0.003480034800000000000000
Albemarle County	Virginia	12126	0.008630086301000000000000
Alexandria City	Virginia	12221	0.011620116201000000000000
Alleghany County	Virginia	12130	0.002130021300000000000000
Amelia County	Virginia	12127	0.001000010000000000000000
Amherst County	Virginia	12131	0.002990029900000000000000
Appomattox County	Virginia	12134	0.001330013300000000000000
Arlington County	Virginia	12132	0.013780137801000000000000
Augusta County	Virginia	12135	0.008350083501000000000000
Bath County	Virginia	12133	0.000370003700000000000000
Bedford County	Virginia	12139	0.007770077701000000000000
Bland County	Virginia	12138	0.001470014700000000000000
Botetourt County	Virginia	12137	0.003620036200000000000000
Bristol City	Virginia	12224	0.004340043400000000000000
Brunswick County	Virginia	12136	0.001070010700000000000000
Buchanan County	Virginia	12140	0.009290092901000000000000
Buckingham County	Virginia	12142	0.001270012700000000000000
Buena Vista City	Virginia	12225	0.000780007800000000000000
Campbell County	Virginia	12144	0.004560045600000000000000
Caroline County	Virginia	12143	0.003180031800000000000000
Carroll County	Virginia	12141	0.004400044000000000000000
Charles City County	Virginia	12145	0.000730007300000000000000
Charlotte County	Virginia	12146	0.001380013800000000000000
Charlottesville City	Virginia	12230	0.004630046300000000000000
Chesapeake City	Virginia	12240	0.029120291203000000000000
Chesterfield County	Virginia	12147	0.040880408804000000000000
Clarke County	Virginia	12149	0.001250012500000000000000
Colonial Heights City	Virginia	12222	0.002830028300000000000000
Covington City	Virginia	12228	0.001000010000000000000000
Craig County	Virginia	12151	0.000700007000000000000000
Culpeper County	Virginia	12150	0.007900079001000000000000
Cumberland County	Virginia	12148	0.001000010000000000000000
Danville City	Virginia	12226	0.006370063701000000000000

Dickenson County	Virginia	12153	0.009480094801000000000000
Dinwiddie County	Virginia	12154	0.001960019600000000000000
Emporia City	Virginia	12256	0.000500005000000000000000
Essex County	Virginia	12160	0.001010010100000000000000
Fairfax City	Virginia	12227	0.002690026900000000000000
Fairfax County	Virginia	12157	0.086720867209000000000000
Falls Church City	Virginia	12229	0.001020010200000000000000
Fauquier County	Virginia	12156	0.012100121001000000000000
Floyd County	Virginia	12152	0.001820018200000000000000
Fluvanna County	Virginia	12158	0.001940019400000000000000
Franklin City	Virginia	12231	0.000790007900000000000000
Franklin County	Virginia	12155	0.009540095401000000000000
Frederick County	Virginia	12165	0.012770127701000000000000
Fredericksburg City	Virginia	12233	0.005240052401000000000000
Galax City	Virginia	12237	0.001390013900000000000000
Giles County	Virginia	12162	0.004090040900000000000000
Gloucester County	Virginia	12163	0.004240042400000000000000
Goochland County	Virginia	12159	0.002250022500000000000000
Grayson County	Virginia	12167	0.002240022400000000000000
Greene County	Virginia	12161	0.001780017800000000000000
Greensville County	Virginia	12166	0.001240012400000000000000
Halifax County	Virginia	12168	0.003530035300000000000000
Hampton City	Virginia	12234	0.015380153802000000000000
Hanover County	Virginia	12169	0.010790107901000000000000
Harrisonburg City	Virginia	12235	0.005230052301000000000000
Henrico County	Virginia	12164	0.044730447304000000000000
Henry County	Virginia	12171	0.012200122001000000000000
Highland County	Virginia	12170	0.000230002300000000000000
Hopewell City	Virginia	12238	0.003440034400000000000000
Isle Of Wight County	Virginia	12174	0.003560035600000000000000
James City County	Virginia	12172	0.006120061201000000000000
King And Queen County	Virginia	12173	0.000720007200000000000000
King George County	Virginia	12178	0.003060030600000000000000
King William County	Virginia	12177	0.001780017800000000000000
Lancaster County	Virginia	12176	0.001350013500000000000000
Lee County	Virginia	12179	0.005560055601000000000000
Lexington City	Virginia	12236	0.000930009300000000000000
Loudoun County	Virginia	12175	0.025670256703000000000000
Louisa County	Virginia	12182	0.004490044900000000000000
Lunenburg County	Virginia	12180	0.000880008800000000000000
Lynchburg City	Virginia	12242	0.008160081601000000000000
Madison County	Virginia	12189	0.001630016300000000000000
Manassas City	Virginia	12257	0.004520045200000000000000

Manassas Park City	Virginia	12260	0.0009500095000000000000
Martinsville City	Virginia	12241	0.0049400494000000000000
Mathews County	Virginia	12184	0.0008800088000000000000
Mecklenburg County	Virginia	12181	0.0034400344000000000000
Middlesex County	Virginia	12186	0.0010800108000000000000
Montgomery County	Virginia	12183	0.0120501205010000000000
Nelson County	Virginia	12188	0.0014700147000000000000
New Kent County	Virginia	12187	0.0015600156000000000000
Newport News City	Virginia	12244	0.0204702047020000000000
Norfolk City	Virginia	12239	0.0338803388030000000000
Northampton County	Virginia	12185	0.0012200122000000000000
Northumberland County	Virginia	12192	0.0012900129000000000000
Norton City	Virginia	12243	0.0011000110000000000000
Nottoway County	Virginia	12193	0.0013300133000000000000
Orange County	Virginia	12190	0.0063800638010000000000
Page County	Virginia	12191	0.0041000410000000000000
Patrick County	Virginia	12199	0.0032900329000000000000
Petersburg City	Virginia	12245	0.0039500395000000000000
Pittsylvania County	Virginia	12195	0.0075000750010000000000
Poquoson City	Virginia	12258	0.0018600186000000000000
Portsmouth City	Virginia	12248	0.0193701937020000000000
Powhatan County	Virginia	12197	0.0026200262000000000000
Prince Edward County	Virginia	12194	0.0019000190000000000000
Prince George County	Virginia	12196	0.0035100351000000000000
Prince William County	Virginia	12202	0.0355603556040000000000
Pulaski County	Virginia	12200	0.0106101061010000000000
Radford City	Virginia	12250	0.0024700247000000000000
Rappahannock County	Virginia	12198	0.0009100091000000000000
Richmond City	Virginia	12249	0.0422504225040000000000
Richmond County	Virginia	12203	0.0008400084000000000000
Roanoke City	Virginia	12247	0.0185901859020000000000
Roanoke County	Virginia	12201	0.0149801498010000000000
Rockbridge County	Virginia	12205	0.0023500235000000000000
Rockingham County	Virginia	12207	0.0061400614010000000000
Russell County	Virginia	12206	0.0106401064010000000000
Salem City	Virginia	12259	0.0078600786010000000000
Scott County	Virginia	12204	0.0042100421000000000000
Shenandoah County	Virginia	12208	0.0066000660010000000000
Smyth County	Virginia	12209	0.0059200592010000000000
Southampton County	Virginia	12210	0.0013700137000000000000
Spotsylvania County	Virginia	12211	0.0141701417010000000000
Stafford County	Virginia	12214	0.0144301443010000000000
Staunton City	Virginia	12251	0.0044000440000000000000

Suffolk City	Virginia	12255	0.0071000710010000000000
Surry County	Virginia	12212	0.0005800058000000000000
Sussex County	Virginia	12213	0.0008100081000000000000
Tazewell County	Virginia	12217	0.0160601606020000000000
Virginia Beach City	Virginia	12246	0.0485904859050000000000
Warren County	Virginia	12220	0.0076600766010000000000
Washington County	Virginia	12218	0.0099600996010000000000
Waynesboro City	Virginia	12254	0.0036300363000000000000
Westmoreland County	Virginia	12216	0.0022300223000000000000
Williamsburg City	Virginia	12252	0.0008600086000000000000
Winchester City	Virginia	12253	0.0064900649010000000000
Wise County	Virginia	12223	0.0175601756020000000000
Wythe County	Virginia	12219	0.0064200642010000000000
York County	Virginia	12232	0.0056100561010000000000
Aberdeen City	Washington	12565	0.0024915253330000000000
Adams County	Washington	12543	0.0016387324750000000000
Anacortes City	Washington	12630	0.0017749629060000000000
Arlington City	Washington	12637	0.0026205240800000000000
Asotin County	Washington	12545	0.0046944983860000000000
Auburn City	Washington	12597	0.0032512970290000000000
Bainbridge Island City	Washington	12604	0.0013646860140000000000
Battle Ground City	Washington	12556	0.0013847298570000000000
Bellevue City	Washington	12577	0.0113005925730000000000
Bellingham City	Washington	12663	0.0089786145770000000000
Benton County	Washington	12547	0.0148488318920000000000
Bonney Lake City	Washington	12621	0.0011907738640000000000
Bothell City	Washington	12599	0.0044761613040000000000
Bremerton City	Washington	12602	0.0061933743890000000000
Burien City	Washington	12587	0.0002709629210000000000
Burlington City	Washington	12629	0.0011468616610000000000
Camas City	Washington	12553	0.0026915927240000000000
Centralia City	Washington	12611	0.0019099903530000000000
Chelan County	Washington	12549	0.0074349144850000000000
Cheney City	Washington	12651	0.0012384543490000000000
Clallam County	Washington	12552	0.0130769834010000000000
Clark County	Washington	12554	0.0451497753260000000000
Columbia County	Washington	12560	0.0005616995370000000000
Covington City	Washington	12592	0.0001181344060000000000
Cowlitz County	Washington	12558	0.0172269459900000000000
Des Moines City	Washington	12595	0.0011797645260000000000
Douglas County	Washington	12559	0.0039321751750000000000
East Wenatchee City	Washington	12561	0.0007998108650000000000
Edgewood City	Washington	12628	0.0000480167910000000000
Edmonds City	Washington	12634	0.0030589360090000000000

Ellensburg City	Washington	12609	0.0009558249150000000000
Enumclaw City	Washington	12601	0.0005377683260000000000
Everett City	Washington	12635	0.0192583632410000000000
Federal Way City	Washington	12585	0.0030614522400000000000
Ferndale City	Washington	12661	0.0006461018910000000000
Ferry County	Washington	12568	0.0011534879940000000000
Fife City	Washington	12625	0.0019551854810000000000
Franklin County	Washington	12570	0.0033612371440000000000
Garfield County	Washington	12566	0.0003219822090000000000
Gig Harbor City	Washington	12618	0.0008599633450000000000
Grandview City	Washington	12666	0.0005306061090000000000
Grant County	Washington	12562	0.0099325721670000000000
Grays Harbor County	Washington	12571	0.0099924291380000000000
Island County	Washington	12572	0.0068204226100000000000
Issaquah City	Washington	12576	0.0018762401070000000000
Jefferson County	Washington	12574	0.0044171373800000000000
Kelso City	Washington	12564	0.0013311452700000000000
Kenmore City	Washington	12591	0.0002044410240000000000
Kennewick City	Washington	12546	0.0054156505640000000000
Kent City	Washington	12578	0.0053773976760000000000
King County	Washington	12575	0.1397437226620000000000
Kirkland City	Washington	12579	0.0054535252460000000000
Kitsap County	Washington	12600	0.0262941336680000000000
Kittitas County	Washington	12606	0.0038557046830000000000
Klickitat County	Washington	12605	0.0022116734570000000000
Lacey City	Washington	12656	0.0023486272210000000000
Lake Forest Park City	Washington	12598	0.0005254391240000000000
Lake Stevens City	Washington	12646	0.0013852028910000000000
Lakewood City	Washington	12623	0.0052536408940000000000
Lewis County	Washington	12610	0.0107773774790000000000
Liberty Lake City	Washington	12643	0.0003896365190000000000
Lincoln County	Washington	12608	0.0017126696450000000000
Longview City	Washington	12563	0.0061627369050000000000
Lynden City	Washington	12662	0.0008271156120000000000
Lynnwood City	Washington	12641	0.0077046292140000000000
Maple Valley City	Washington	12594	0.0000937615870000000000
Marysville City	Washington	12644	0.0039450678270000000000
Mason County	Washington	12615	0.0080899180120000000000
Mercer Island City	Washington	12596	0.0017517974810000000000
Mill Creek City	Washington	12645	0.0012279395460000000000
Monroe City	Washington	12640	0.0017716218980000000000
Moses Lake City	Washington	12567	0.0020782939090000000000
Mount Vernon City	Washington	12631	0.0028010636650000000000

Mountlake Terrace City	Washington	12639	0.0021089358050000000000
Mukilteo City	Washington	12636	0.0025617907020000000000
Newcastle City	Washington	12590	0.0000331178800000000000
Oak Harbor City	Washington	12573	0.0025115504310000000000
Okanogan County	Washington	12613	0.0061450433450000000000
Olympia City	Washington	12652	0.0060394233850000000000
Pacific County	Washington	12612	0.0048954164660000000000
Pasco City	Washington	12569	0.0042780560660000000000
Pend Oreille County	Washington	12614	0.0025663749400000000000
Pierce County	Washington	12617	0.0723101640200000000000
Port Angeles City	Washington	12551	0.0045983705270000000000
Port Orchard City	Washington	12603	0.0010094971620000000000
Poulsbo City	Washington	12607	0.0007737482460000000000
Pullman City	Washington	12669	0.0022148374910000000000
Puyallup City	Washington	12620	0.0038457048140000000000
Redmond City	Washington	12580	0.0048394860070000000000
Renton City	Washington	12581	0.0076526269200000000000
Richland City	Washington	12550	0.0047567795170000000000
Sammamish City	Washington	12593	0.0002243690900000000000
San Juan County	Washington	12624	0.0021014951710000000000
Seatac City	Washington	12583	0.0014815512780000000000
Seattle City	Washington	12586	0.0660324038160000000000
Sedro-Woolley City	Washington	12632	0.0006611463510000000000
Shelton City	Washington	12616	0.0012391798880000000000
Shoreline City	Washington	12589	0.0004358345010000000000
Skagit County	Washington	12626	0.0105260239610000000000
Skamania County	Washington	12633	0.0016319319250000000000
Snohomish City	Washington	12642	0.0008610979640000000000
Snohomish County	Washington	12638	0.0690544156220000000000
Snoqualmie City	Washington	12582	0.0006491644810000000000
Spokane City	Washington	12648	0.0308720782870000000000
Spokane County	Washington	12647	0.0556238592920000000000
Spokane Valley City	Washington	12649	0.0006842175000000000000
Stevens County	Washington	12654	0.0074792401790000000000
Sumner City	Washington	12619	0.0010831575690000000000
Sunnyside City	Washington	12660	0.0012134783840000000000
Tacoma City	Washington	12622	0.0328163746170000000000
Thurston County	Washington	12650	0.0232584920940000000000
Tukwila City	Washington	12584	0.0030322057390000000000
Tumwater City	Washington	12653	0.0020659823500000000000
University Place City	Washington	12627	0.0003537333630000000000
Vancouver City	Washington	12555	0.0173066053250000000000
Wahkiakum County	Washington	12657	0.0005965821970000000000

Walla Walla City	Washington	12658	0.0031407686540000000000
Walla Walla County	Washington	12655	0.0055438702940000000000
Washougal City	Washington	12557	0.0012793282200000000000
Wenatchee City	Washington	12548	0.0029683334940000000000
West Richland City	Washington	12544	0.0004593604900000000000
Whatcom County	Washington	12659	0.0134526373060000000000
Whitman County	Washington	12667	0.0026268058370000000000
Woodinville City	Washington	12588	0.0001855163640000000000
Yakima City	Washington	12671	0.0060604105390000000000
Yakima County	Washington	12664	0.0193883929590000000000
Adams County	Wisconsin	12668	0.0032700000000000000000
Ashland County	Wisconsin	12665	0.0022500000000000000000
Barron County	Wisconsin	12670	0.0047800000000000000000
Bayfield County	Wisconsin	12672	0.0012400000000000000000
Brown County	Wisconsin	12674	0.0290000000000000000000
Buffalo County	Wisconsin	12682	0.0012600000000000000000
Burnett County	Wisconsin	12683	0.0022400000000000000000
Calumet County	Wisconsin	12690	0.0038600000000000000000
Chippewa County	Wisconsin	12687	0.0069600000000000000000
Clark County	Wisconsin	12685	0.0026100000000000000000
Columbia County	Wisconsin	12693	0.0107600000000000000000
Crawford County	Wisconsin	12686	0.0019500000000000000000
Cudahy City	Wisconsin	12754	0.0008700000000000000000
Dane County	Wisconsin	12692	0.0824800000000000000000
Dodge County	Wisconsin	12703	0.0130200000000000000000
Door County	Wisconsin	12706	0.0028200000000000000000
Douglas County	Wisconsin	12712	0.0055400000000000000000
Dunn County	Wisconsin	12713	0.0044200000000000000000
Eau Claire County	Wisconsin	12714	0.0117700000000000000000
Florence County	Wisconsin	12711	0.0005300000000000000000
Fond Du Lac County	Wisconsin	12709	0.0119600000000000000000
Forest County	Wisconsin	12717	0.0012700000000000000000
Franklin City	Wisconsin	12755	0.0015500000000000000000
Grant County	Wisconsin	12719	0.0049800000000000000000
Green County	Wisconsin	12721	0.0046600000000000000000
Green Lake County	Wisconsin	12723	0.0028000000000000000000
Greenfield City	Wisconsin	12764	0.0016300000000000000000
Iowa County	Wisconsin	12722	0.0027900000000000000000
Iron County	Wisconsin	12724	0.0006100000000000000000
Jackson County	Wisconsin	12725	0.0023600000000000000000
Jefferson County	Wisconsin	12728	0.0105100000000000000000
Juneau County	Wisconsin	12729	0.0043800000000000000000
Kenosha City	Wisconsin	12731	0.0048400000000000000000
Kenosha County	Wisconsin	12730	0.0371200000000000000000

Kewaunee County	Wisconsin	12735	0.0015600000000000000000
La Crosse County	Wisconsin	12733	0.0164900000000000000000
Lafayette County	Wisconsin	12739	0.0013400000000000000000
Langlade County	Wisconsin	12740	0.0031200000000000000000
Lincoln County	Wisconsin	12741	0.0035000000000000000000
Manitowoc County	Wisconsin	12744	0.0140300000000000000000
Marathon County	Wisconsin	12745	0.0125900000000000000000
Marinette City	Wisconsin	12752	0.0003200000000000000000
Marinette County	Wisconsin	12753	0.0050300000000000000000
Marquette County	Wisconsin	12756	0.0024600000000000000000
Menominee County	Wisconsin	12751	0.0008000000000000000000
Milwaukee City	Wisconsin	12768	0.0781500000000000000000
Milwaukee County	Wisconsin	12750	0.2522100000000000000000
Monroe County	Wisconsin	12767	0.0065500000000000000000
Mount Pleasant Village	Wisconsin	12794	0.0011700000000000000000
Oak Creek City	Wisconsin	12760	0.0016600000000000000000
Oconto County	Wisconsin	12766	0.0033600000000000000000
Oneida County	Wisconsin	12769	0.0052600000000000000000
Outagamie County	Wisconsin	12771	0.0183600000000000000000
Ozaukee County	Wisconsin	12778	0.0103600000000000000000
Pepin County	Wisconsin	12782	0.0005500000000000000000
Pierce County	Wisconsin	12781	0.0038700000000000000000
Pleasant Prairie Village	Wisconsin	12732	0.0005900000000000000000
Portage County	Wisconsin	12786	0.0072900000000000000000
Price County	Wisconsin	12790	0.0014900000000000000000
Racine County	Wisconsin	12787	0.0320800000000000000000
Richland County	Wisconsin	12796	0.0021800000000000000000
Rock County	Wisconsin	12803	0.0294700000000000000000
Rusk County	Wisconsin	12805	0.0015900000000000000000
Sauk County	Wisconsin	12800	0.0122600000000000000000
Sawyer County	Wisconsin	12799	0.0025800000000000000000
Shawano County	Wisconsin	12806	0.0041800000000000000000
Sheboygan County	Wisconsin	12808	0.0141000000000000000000
South Milwaukee City	Wisconsin	12763	0.0009600000000000000000
St Croix County	Wisconsin	12807	0.0082900000000000000000
Sturtevant Village	Wisconsin	12792	0.0001800000000000000000
Superior City	Wisconsin	12705	0.0008900000000000000000
Taylor County	Wisconsin	12810	0.0015900000000000000000
Trempealeau County	Wisconsin	12811	0.0032000000000000000000
Union Grove Village	Wisconsin	12791	0.0000700000000000000000
Vernon County	Wisconsin	12812	0.0032200000000000000000
Vilas County	Wisconsin	12813	0.0046800000000000000000
Walworth County	Wisconsin	12814	0.0157300000000000000000
Washburn County	Wisconsin	12816	0.0018500000000000000000

Washington County	Wisconsin	12819	0.019910000000000000000000
Waukesha County	Wisconsin	12821	0.060350000000000000000000
Waupaca County	Wisconsin	12831	0.006060000000000000000000
Waushara County	Wisconsin	12832	0.002310000000000000000000
Wauwatosa City	Wisconsin	12762	0.003090000000000000000000
West Allis City	Wisconsin	12765	0.003780000000000000000000
Winnebago County	Wisconsin	12833	0.021760000000000000000000
Wood County	Wisconsin	12841	0.008420000000000000000000
Yorkville Town	Wisconsin	12795	0.000020000000000000000000
Albany County	Wyoming	12836	0.016329876137000000000000
Big Horn County	Wyoming	12839	0.030324432485000000000000
Campbell County	Wyoming	12843	0.044393335213000000000000
Carbon County	Wyoming	12849	0.036968556043000000000000
Casper City	Wyoming	12856	0.073503611059000000000000
Cheyenne City	Wyoming	12853	0.012286265328000000000000
Converse County	Wyoming	12846	0.018962432493000000000000
Crook County	Wyoming	12847	0.005448669885000000000000
Evanston City	Wyoming	12869	0.019702405199000000000000
Fremont County	Wyoming	12850	0.067374838437000000000000
Gillette City	Wyoming	12844	0.017410635670000000000000
Goshen County	Wyoming	12845	0.016361202905000000000000
Green River City	Wyoming	12860	0.006122218672000000000000
Hot Springs County	Wyoming	12851	0.008557309329000000000000
Jackson Town	Wyoming	12872	0.005598544963000000000000
Johnson County	Wyoming	12852	0.009322427236000000000000
Laramie City	Wyoming	12837	0.034181078811000000000000
Laramie County	Wyoming	12854	0.155855269922000000000000
Lincoln County	Wyoming	12855	0.031228011914000000000000
Natrona County	Wyoming	12857	0.079000169472000000000000
Niobrara County	Wyoming	12861	0.001540280861000000000000
Park County	Wyoming	12864	0.057964268009000000000000
Platte County	Wyoming	12858	0.017507027157000000000000
Riverton City	Wyoming	12848	0.012744483314000000000000
Rock Springs City	Wyoming	12866	0.015261479738000000000000
Sheridan City	Wyoming	12865	0.003405187102000000000000
Sheridan County	Wyoming	12859	0.039149494912000000000000
Sublette County	Wyoming	12862	0.007136740477000000000000
Sweetwater County	Wyoming	12863	0.076391306020000000000000
Teton County	Wyoming	12867	0.013290900349000000000000
Uinta County	Wyoming	12870	0.043911508108000000000000
Washakie County	Wyoming	12871	0.015007597928000000000000
Weston County	Wyoming	12868	0.007758434851000000000000

EXHIBIT H

[Intentionally Omitted]

EXHIBIT I

Primary Subdivisions

- | | |
|-------------------------------------|------------------------------------|
| 1. Alabaster, City of, Alabama | 44. Etowah, County of, Alabama |
| 2. Albertville, City of, Alabama | 45. Eufaula, City of, Alabama |
| 3. Alexander City, City of, Alabama | 46. Fairfield, City of, Alabama |
| 4. Anniston, City of, Alabama | 47. Fairhope, City of, Alabama |
| 5. Athens, City of, Alabama | 48. Fayette, County of, Alabama |
| 6. Auburn, City of, Alabama | 49. Florence, City of, Alabama |
| 7. Autauga, County of, Alabama | 50. Foley, City of, Alabama |
| 8. Baldwin, County of, Alabama | 51. Fort Payne, City of, Alabama |
| 9. Barbour, County of, Alabama | 52. Franklin, County of, Alabama |
| 10. Bessemer, City of, Alabama | 53. Gadsden, City of, Alabama |
| 11. Bibb, County of, Alabama | 54. Gardendale, City of, Alabama |
| 12. Birmingham, City of, Alabama | 55. Geneva, County of, Alabama |
| 13. Blount, County of, Alabama | 56. Gulf Shores, City of, Alabama |
| 14. Bullock, County of, Alabama | 57. Hale, County of, Alabama |
| 15. Butler, County of, Alabama | 58. Hartselle, City of, Alabama |
| 16. Calera, City of, Alabama | 59. Helena, City of, Alabama |
| 17. Calhoun, County of, Alabama | 60. Henry, County of, Alabama |
| 18. Center Point, City of, Alabama | 61. Homewood, City of, Alabama |
| 19. Chambers, County of, Alabama | 62. Hoover, City of, Alabama |
| 20. Chelsea, City of, Alabama | 63. Houston, County of, Alabama |
| 21. Cherokee, County of, Alabama | 64. Hueytown, City of, Alabama |
| 22. Chilton, County of, Alabama | 65. Huntsville, City of, Alabama |
| 23. Choctaw, County of, Alabama | 66. Irondale, City of, Alabama |
| 24. Clarke, County of, Alabama | 67. Jackson, County of, Alabama |
| 25. Clay, County of, Alabama | 68. Jacksonville, City of, Alabama |
| 26. Cleburne, County of, Alabama | 69. Jasper, City of, Alabama |
| 27. Coffee, County of, Alabama | 70. Jefferson, County of, Alabama |
| 28. Colbert, County of, Alabama | 71. Lamar, County of, Alabama |
| 29. Conecuh, County of, Alabama | 72. Lauderdale, County of, Alabama |
| 30. Coosa, County of, Alabama | 73. Lawrence, County of, Alabama |
| 31. Covington, County of, Alabama | 74. Lee, County of, Alabama |
| 32. Crenshaw, County of, Alabama | 75. Leeds, City of, Alabama |
| 33. Cullman, City of, Alabama | 76. Limestone, County of, Alabama |
| 34. Cullman, County of, Alabama | 77. Macon, County of, Alabama |
| 35. Dale, County of, Alabama | 78. Madison, City of, Alabama |
| 36. Dallas, County of, Alabama | 79. Madison, County of, Alabama |
| 37. Daphne, City of, Alabama | 80. Marengo, County of, Alabama |
| 38. Decatur, City of, Alabama | 81. Marion, County of, Alabama |
| 39. DeKalb, County of, Alabama | 82. Marshall, County of, Alabama |
| 40. Dothan, City of, Alabama | 83. Millbrook, City of, Alabama |
| 41. Elmore, County of, Alabama | 84. Mobile, City of, Alabama |
| 42. Enterprise, City of, Alabama | 85. Mobile, County of, Alabama |
| 43. Escambia, County of, Alabama | 86. Monroe, County of, Alabama |

87. Montgomery, City of, Alabama
88. Montgomery, County of, Alabama
89. Moody, City of, Alabama
90. Morgan, County of, Alabama
91. Mountain Brook, City of, Alabama
92. Muscle Shoals, City of, Alabama
93. Northport, City of, Alabama
94. Opelika, City of, Alabama
95. Oxford, City of, Alabama
96. Ozark, City of, Alabama
97. Pelham, City of, Alabama
98. Pell City, City of, Alabama
99. Phenix City, City of, Alabama
100. Pickens, County of, Alabama
101. Pike, County of, Alabama
102. Pike Road, Town of, Alabama
103. Prattville, City of, Alabama
104. Prichard, City of, Alabama
105. Randolph, County of, Alabama
106. Russell, County of, Alabama
107. Saraland, City of, Alabama
108. Scottsboro, City of, Alabama
109. Selma, City of, Alabama
110. Shelby, County of, Alabama
111. St. Clair, County of, Alabama
112. Sumter, County of, Alabama
113. Sylacauga, City of, Alabama
114. Talladega, City of, Alabama
115. Talladega, County of, Alabama
116. Tallapoosa, County of, Alabama
117. Troy, City of, Alabama
118. Trussville, City of, Alabama
119. Tuscaloosa, City of, Alabama
120. Tuscaloosa, County of, Alabama
121. Vestavia Hills, City of, Alabama
122. Walker, County of, Alabama
123. Washington, County of, Alabama
124. Wilcox, County of, Alabama
125. Winston, County of, Alabama
126. Anchorage, Municipality of, Alaska
127. Fairbanks, City of, Alaska
128. Fairbanks North Star, Borough of, Alaska
129. Juneau, City of/ Borough of, Alaska
130. Kenai Peninsula, Borough of, Alaska
131. Ketchikan Gateway, Borough of, Alaska
132. Kodiak Island, Borough of, Alaska
133. Matanuska-Susitna, Borough of, Alaska
134. Wasilla, City of, Alaska
135. Apache, County of, Arizona
136. Apache Junction, City of, Arizona
137. Avondale, City of, Arizona
138. Buckeye, City of, Arizona
139. Bullhead City, City of, Arizona
140. Camp Verde, Town of, Arizona
141. Casa Grande, City of, Arizona
142. Chandler, City of, Arizona
143. Chino Valley, Town of, Arizona
144. Cochise, County of, Arizona
145. Coconino, County of, Arizona
146. Coolidge, City of, Arizona
147. Cottonwood, City of, Arizona
148. Douglas, City of, Arizona
149. El Mirage, City of, Arizona
150. Eloy, City of, Arizona
151. Flagstaff, City of, Arizona
152. Florence, Town of, Arizona
153. Fountain Hills, Town of, Arizona
154. Gila, County of, Arizona
155. Gilbert, Town of, Arizona
156. Glendale, City of, Arizona
157. Goodyear, City of, Arizona
158. Graham, County of, Arizona
159. Kingman, City of, Arizona
160. La Paz, County of, Arizona
161. Lake Havasu City, City of, Arizona
162. Marana, Town of, Arizona
163. Maricopa, City of, Arizona
164. Maricopa, County of, Arizona
165. Mesa, City of, Arizona
166. Mohave, County of, Arizona
167. Navajo, County of, Arizona
168. Nogales, City of, Arizona
169. Oro Valley, Town of, Arizona
170. Paradise Valley, Town of, Arizona
171. Payson, Town of, Arizona
172. Peoria, City of, Arizona
173. Phoenix, City of, Arizona
174. Pima, County of, Arizona

175. Pinal, County of, Arizona
176. Prescott, City of, Arizona
177. Prescott Valley, Town of, Arizona
178. Queen Creek, Town of, Arizona
179. Sahuarita, Town of, Arizona
180. San Luis, City of, Arizona
181. Santa Cruz, County of, Arizona
182. Scottsdale, City of, Arizona
183. Sedona, City of, Arizona
184. Show Low, City of, Arizona
185. Sierra Vista, City of, Arizona
186. Somerton, City of, Arizona
187. Surprise, City of, Arizona
188. Tempe, City of, Arizona
189. Tucson, City of, Arizona
190. Yavapai, County of, Arizona
191. Yuma, City of, Arizona
192. Yuma, County of, Arizona
193. Arkadelphia, City of, Arkansas
194. Arkansas, County of, Arkansas
195. Ashley, County of, Arkansas
196. Batesville, City of, Arkansas
197. Baxter, County of, Arkansas
198. Bella Vista, City of, Arkansas
199. Benton, City of, Arkansas
200. Benton, County of, Arkansas
201. Bentonville, City of, Arkansas
202. Blytheville, City of, Arkansas
203. Boone, County of, Arkansas
204. Bradley, County of, Arkansas
205. Bryant, City of, Arkansas
206. Cabot, City of, Arkansas
207. Camden, City of, Arkansas
208. Carroll, County of, Arkansas
209. Centerton, City of, Arkansas
210. Chicot, County of, Arkansas
211. Clark, County of, Arkansas
212. Clay, County of, Arkansas
213. Cleburne, County of, Arkansas
214. Columbia, County of, Arkansas
215. Conway, City of, Arkansas
216. Conway, County of, Arkansas
217. Craighead, County of, Arkansas
218. Crawford, County of, Arkansas
219. Crittenden, County of, Arkansas
220. Cross, County of, Arkansas
221. Desha, County of, Arkansas
222. Drew, County of, Arkansas
223. El Dorado, City of, Arkansas
224. Faulkner, County of, Arkansas
225. Fayetteville, City of, Arkansas
226. Forrest City, City of, Arkansas
227. Fort Smith, City of, Arkansas
228. Franklin, County of, Arkansas
229. Fulton, County of, Arkansas
230. Garland, County of, Arkansas
231. Grant, County of, Arkansas
232. Greene, County of, Arkansas
233. Harrison, City of, Arkansas
234. Helena-West Helena, City of, Arkansas
235. Hempstead, County of, Arkansas
236. Hot Spring, County of, Arkansas
237. Hot Springs, City of, Arkansas
238. Howard, County of, Arkansas
239. Independence, County of, Arkansas
240. Izaard, County of, Arkansas
241. Jackson, County of, Arkansas
242. Jacksonville, City of, Arkansas
243. Jefferson, County of, Arkansas
244. Johnson, County of, Arkansas
245. Jonesboro, City of, Arkansas
246. Lawrence, County of, Arkansas
247. Lincoln, County of, Arkansas
248. Little River, County of, Arkansas
249. Little Rock, City of, Arkansas
250. Logan, County of, Arkansas
251. Lonoke, County of, Arkansas
252. Madison, County of, Arkansas
253. Magnolia, City of, Arkansas
254. Malvern, City of, Arkansas
255. Marion, City of, Arkansas
256. Marion, County of, Arkansas
257. Maumelle, City of, Arkansas
258. Miller, County of, Arkansas
259. Mississippi, County of, Arkansas
260. Mountain Home, City of, Arkansas
261. North Little Rock, City of, Arkansas
262. Ouachita, County of, Arkansas
263. Paragould, City of, Arkansas
264. Perry, County of, Arkansas
265. Phillips, County of, Arkansas

266. Pike, County of, Arkansas
267. Pine Bluff, City of, Arkansas
268. Poinsett, County of, Arkansas
269. Polk, County of, Arkansas
270. Pope, County of, Arkansas
271. Pulaski, County of, Arkansas
272. Randolph, County of, Arkansas
273. Rogers, City of, Arkansas
274. Russellville, City of, Arkansas
275. Saline, County of, Arkansas
276. Scott, County of, Arkansas
277. Searcy, City of, Arkansas
278. Sebastian, County of, Arkansas
279. Sevier, County of, Arkansas
280. Sharp, County of, Arkansas
281. Sherwood, City of, Arkansas
282. Siloam Springs, City of, Arkansas
283. Springdale, City of, Arkansas
284. St. Francis, County of, Arkansas
285. Stone, County of, Arkansas
286. Texarkana, City of, Arkansas
287. Union, County of, Arkansas
288. Van Buren, City of, Arkansas
289. Van Buren, County of, Arkansas
290. Washington, County of, Arkansas
291. West Memphis, City of, Arkansas
292. White, County of, Arkansas
293. Yell, County of, Arkansas
294. Adelanto, City of, California
295. Agoura Hills, City of, California
296. Alameda, City of, California
297. Alameda, County of, California
298. Albany, City of, California
299. Alhambra, City of, California
300. Aliso Viejo, City of, California
301. Amador, County of, California
302. American Canyon, City of, California
303. Anaheim, City of, California
304. Anderson, City of, California
305. Antioch, City of, California
306. Apple Valley, Town of, California
307. Arcadia, City of, California
308. Arcata, City of, California
309. Arroyo Grande, City of, California
310. Artesia, City of, California
311. Arvin, City of, California
312. Atascadero, City of, California
313. Atwater, City of, California
314. Auburn, City of, California
315. Avenal, City of, California
316. Azusa, City of, California
317. Bakersfield, City of, California
318. Baldwin Park, City of, California
319. Banning, City of, California
320. Barstow, City of, California
321. Beaumont, City of, California
322. Bell, City of, California
323. Bell Gardens, City of, California
324. Bellflower, City of, California
325. Belmont, City of, California
326. Benicia, City of, California
327. Berkeley, City of, California
328. Beverly Hills, City of, California
329. Blythe, City of, California
330. Brawley, City of, California
331. Brea, City of, California
332. Brentwood, City of, California
333. Buena Park, City of, California
334. Burbank, City of, California
335. Burlingame, City of, California
336. Butte, County of, California
337. Calabasas, City of, California
338. Calaveras, County of, California
339. Calexico, City of, California
340. California City, City of, California
341. Camarillo, City of, California
342. Campbell, City of, California
343. Canyon Lake, City of, California
344. Capitola, City of, California
345. Carlsbad, City of, California
346. Carpinteria, City of, California
347. Carson, City of, California
348. Cathedral City, City of, California
349. Ceres, City of, California
350. Cerritos, City of, California
351. Chico, City of, California
352. Chino, City of, California
353. Chino Hills, City of, California
354. Chowchilla, City of, California
355. Chula Vista, City of, California
356. Citrus Heights, City of, California

357. Claremont, City of, California
358. Clayton, City of, California
359. Clearlake, City of, California
360. Clovis, City of, California
361. Coachella, City of, California
362. Coalinga, City of, California
363. Colton, City of, California
364. Colusa, County of, California
365. Commerce, City of, California
366. Compton, City of, California
367. Concord, City of, California
368. Contra Costa, County of, California
369. Corcoran, City of, California
370. Corona, City of, California
371. Coronado, City of, California
372. Costa Mesa, City of, California
373. Covina, City of, California
374. Cudahy, City of, California
375. Culver City, City of, California
376. Cupertino, City of, California
377. Cypress, City of, California
378. Daly City, City of, California
379. Dana Point, City of, California
380. Danville, Town of, California
381. Davis, City of, California
382. Del Norte, County of, California
383. Delano, City of, California
384. Desert Hot Springs, City of, California
385. Diamond Bar, City of, California
386. Dinuba, City of, California
387. Dixon, City of, California
388. Downey, City of, California
389. Duarte, City of, California
390. Dublin, City of, California
391. East Palo Alto, City of, California
392. Eastvale, City of, California
393. El Cajon, City of, California
394. El Centro, City of, California
395. El Cerrito, City of, California
396. El Dorado, County of, California
397. El Monte, City of, California
398. El Paso de Robles (Paso Robles), City of, California
399. El Segundo, City of, California
400. Elk Grove, City of, California
401. Emeryville, City of, California
402. Encinitas, City of, California
403. Escondido, City of, California
404. Eureka, City of, California
405. Exeter, City of, California
406. Fairfield, City of, California
407. Farmersville, City of, California
408. Fillmore, City of, California
409. Folsom, City of, California
410. Fontana, City of, California
411. Fortuna, City of, California
412. Foster City, City of, California
413. Fountain Valley, City of, California
414. Fremont, City of, California
415. Fresno, City of, California
416. Fresno, County of, California
417. Fullerton, City of, California
418. Galt, City of, California
419. Garden Grove, City of, California
420. Gardena, City of, California
421. Gilroy, City of, California
422. Glendale, City of, California
423. Glendora, City of, California
424. Glenn, County of, California
425. Goleta, City of, California
426. Grand Terrace, City of, California
427. Grass Valley, City of, California
428. Greenfield, City of, California
429. Grover Beach, City of, California
430. Half Moon Bay, City of, California
431. Hanford, City of, California
432. Hawaiian Gardens, City of, California
433. Hawthorne, City of, California
434. Hayward, City of, California
435. Healdsburg, City of, California
436. Hemet, City of, California
437. Hercules, City of, California
438. Hermosa Beach, City of, California
439. Hesperia, City of, California
440. Highland, City of, California
441. Hillsborough, Town of, California
442. Hollister, City of, California
443. Humboldt, County of, California
444. Huntington Beach, City of, California

445. Huntington Park, City of, California
446. Imperial Beach, City of, California
447. Imperial, City of, California
448. Imperial, County of, California
449. Indio, City of, California
450. Inglewood, City of, California
451. Inyo, County of, California
452. Irvine, City of, California
453. Jurupa Valley, City of, California
454. Kerman, City of, California
455. Kern, County of, California
456. King City, City of, California
457. Kings, County of, California
458. Kingsburg, City of, California
459. La Cañada Flintridge, City of, California
460. La Habra, City of, California
461. La Mesa, City of, California
462. La Mirada, City of, California
463. La Palma, City of, California
464. La Puente, City of, California
465. La Quinta, City of, California
466. La Verne, City of, California
467. Lafayette, City of, California
468. Laguna Beach, City of, California
469. Laguna Hills, City of, California
470. Laguna Niguel, City of, California
471. Laguna Woods, City of, California
472. Lake, County of, California
473. Lake Elsinore, City of, California
474. Lake Forest, City of, California
475. Lakewood, City of, California
476. Lancaster, City of, California
477. Larkspur, City of, California
478. Lassen, County of, California
479. Lathrop, City of, California
480. Lawndale, City of, California
481. Lemon Grove, City of, California
482. Lemoore, City of, California
483. Lincoln, City of, California
484. Lindsay, City of, California
485. Livermore, City of, California
486. Livingston, City of, California
487. Lodi, City of, California
488. Loma Linda, City of, California
489. Lomita, City of, California
490. Lompoc, City of, California
491. Long Beach, City of, California
492. Los Alamitos, City of, California
493. Los Altos, City of, California
494. Los Angeles, City of, California
495. Los Angeles, County of, California
496. Los Banos, City of, California
497. Los Gatos, Town of, California
498. Lynwood, City of, California
499. Madera, City of, California
500. Madera, County of, California
501. Malibu, City of, California
502. Manhattan Beach, City of, California
503. Manteca, City of, California
504. Marin, County of, California
505. Marina, City of, California
506. Mariposa, County of, California
507. Martinez, City of, California
508. Marysville, City of, California
509. Maywood, City of, California
510. McFarland, City of, California
511. Mendocino, County of, California
512. Mendota, City of, California
513. Menifee, City of, California
514. Menlo Park, City of, California
515. Merced, City of, California
516. Merced, County of, California
517. Mill Valley, City of, California
518. Millbrae, City of, California
519. Milpitas, City of, California
520. Mission Viejo, City of, California
521. Modesto, City of, California
522. Mono, County of, California
523. Monrovia, City of, California
524. Montclair, City of, California
525. Montebello, City of, California
526. Monterey, City of, California
527. Monterey, County of, California
528. Monterey Park, City of, California
529. Moorpark, City of, California
530. Moraga, Town of, California
531. Moreno Valley, City of, California
532. Morgan Hill, City of, California
533. Morro Bay, City of, California
534. Mountain View, City of, California
535. Murrieta, City of, California

536. Napa, City of, California
537. Napa, County of, California
538. National City, City of, California
539. Nevada, County of, California
540. Newark, City of, California
541. Newman, City of, California
542. Newport Beach, City of, California
543. Norco, City of, California
544. Norwalk, City of, California
545. Novato, City of, California
546. Oakdale, City of, California
547. Oakland, City of, California
548. Oakley, City of, California
549. Oceanside, City of, California
550. Ontario, City of, California
551. Orange, City of, California
552. Orange, County of, California
553. Orange Cove, City of, California
554. Orinda, City of, California
555. Oroville, City of, California
556. Oxnard, City of, California
557. Pacific Grove, City of, California
558. Pacifica, City of, California
559. Palm Desert, City of, California
560. Palm Springs, City of, California
561. Palmdale, City of, California
562. Palo Alto, City of, California
563. Palos Verdes Estates, City of, California
564. Paramount, City of, California
565. Parlier, City of, California
566. Pasadena, City of, California
567. Patterson, City of, California
568. Perris, City of, California
569. Petaluma, City of, California
570. Pico Rivera, City of, California
571. Piedmont, City of, California
572. Pinole, City of, California
573. Pittsburg, City of, California
574. Placentia, City of, California
575. Placer, County of, California
576. Placerville, City of, California
577. Pleasant Hill, City of, California
578. Pleasanton, City of, California
579. Plumas, County of, California
580. Pomona, City of, California
581. Port Hueneme, City of, California
582. Porterville, City of, California
583. Poway, City of, California
584. Rancho Cordova, City of, California
585. Rancho Cucamonga, City of, California
586. Rancho Mirage, City of, California
587. Rancho Palos Verdes, City of, California
588. Rancho Santa Margarita, City of, California
589. Red Bluff, City of, California
590. Redding, City of, California
591. Redlands, City of, California
592. Redondo Beach, City of, California
593. Redwood City, City of, California
594. Reedley, City of, California
595. Rialto, City of, California
596. Richmond, City of, California
597. Ridgecrest, City of, California
598. Ripon, City of, California
599. Riverbank, City of, California
600. Riverside, City of, California
601. Riverside, County of, California
602. Rocklin, City of, California
603. Rohnert Park, City of, California
604. Rosemead, City of, California
605. Roseville, City of, California
606. Sacramento, City of, California
607. Sacramento, County of, California
608. Salinas, City of, California
609. San Anselmo, Town of, California
610. San Benito, County of, California
611. San Bernardino, City of, California
612. San Bernardino, County of, California
613. San Bruno, City of, California
614. San Buenaventura (Ventura), City of, California
615. San Carlos, City of, California
616. San Clemente, City of, California
617. San Diego, City of, California
618. San Diego, County of, California
619. San Dimas, City of, California
620. San Fernando, City of, California

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| 621. San Francisco, City of/ County of, California | 664. Solana Beach, City of, California |
| 622. San Gabriel, City of, California | 665. Solano, County of, California |
| 623. San Jacinto, City of, California | 666. Soledad, City of, California |
| 624. San Joaquin, County of, California | 667. Sonoma, City of, California |
| 625. San Jose, City of, California | 668. Sonoma, County of, California |
| 626. San Juan Capistrano, City of, California | 669. South El Monte, City of, California |
| 627. San Leandro, City of, California | 670. South Gate, City of, California |
| 628. San Luis Obispo, City of, California | 671. South Lake Tahoe, City of, California |
| 629. San Luis Obispo, County of, California | 672. South Pasadena, City of, California |
| 630. San Marcos, City of, California | 673. South San Francisco, City of, California |
| 631. San Marino, City of, California | 674. Stanislaus, County of, California |
| 632. San Mateo, City of, California | 675. Stanton, City of, California |
| 633. San Mateo, County of, California | 676. Stockton, City of, California |
| 634. San Pablo, City of, California | 677. Suisun City, City of, California |
| 635. San Rafael, City of, California | 678. Sunnyvale, City of, California |
| 636. San Ramon, City of, California | 679. Susanville, City of, California |
| 637. Sanger, City of, California | 680. Sutter, County of, California |
| 638. Santa Ana, City of, California | 681. Tehachapi, City of, California |
| 639. Santa Barbara, City of, California | 682. Tehama, County of, California |
| 640. Santa Barbara, County of, California | 683. Temecula, City of, California |
| 641. Santa Clara, City of, California | 684. Temple City, City of, California |
| 642. Santa Clara, County of, California | 685. Thousand Oaks, City of, California |
| 643. Santa Clarita, City of, California | 686. Torrance, City of, California |
| 644. Santa Cruz, City of, California | 687. Tracy, City of, California |
| 645. Santa Cruz, County of, California | 688. Trinity, County of, California |
| 646. Santa Fe Springs, City of, California | 689. Truckee, Town of, California |
| 647. Santa Maria, City of, California | 690. Tulare, City of, California |
| 648. Santa Monica, City of, California | 691. Tulare, County of, California |
| 649. Santa Paula, City of, California | 692. Tuolumne, County of, California |
| 650. Santa Rosa, City of, California | 693. Turlock, City of, California |
| 651. Santee, City of, California | 694. Tustin, City of, California |
| 652. Saratoga, City of, California | 695. Twentynine Palms, City of, California |
| 653. Scotts Valley, City of, California | 696. Ukiah, City of, California |
| 654. Seal Beach, City of, California | 697. Union City, City of, California |
| 655. Seaside, City of, California | 698. Upland, City of, California |
| 656. Selma, City of, California | 699. Vacaville, City of, California |
| 657. Shafter, City of, California | 700. Vallejo, City of, California |
| 658. Shasta, County of, California | 701. Ventura, County of, California |
| 659. Shasta Lake, City of, California | 702. Victorville, City of, California |
| 660. Sierra Madre, City of, California | 703. Visalia, City of, California |
| 661. Signal Hill, City of, California | 704. Vista, City of, California |
| 662. Simi Valley, City of, California | 705. Walnut, City of, California |
| 663. Siskiyou, County of, California | 706. Walnut Creek, City of, California |

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| 707. | Wasco, City of, California | 751. | Firestone, Town of, Colorado |
| 708. | Watsonville, City of, California | 752. | Fort Collins, City of, Colorado |
| 709. | West Covina, City of, California | 753. | Fort Morgan, City of, Colorado |
| 710. | West Hollywood, City of, California | 754. | Fountain, City of, Colorado |
| 711. | West Sacramento, City of, California | 755. | Frederick, Town of, Colorado |
| 712. | Westminster, City of, California | 756. | Fremont, County of, Colorado |
| 713. | Whittier, City of, California | 757. | Fruita, City of, Colorado |
| 714. | Wildomar, City of, California | 758. | Garfield, County of, Colorado |
| 715. | Windsor, Town of, California | 759. | Golden, City of, Colorado |
| 716. | Woodland, City of, California | 760. | Grand, County of, Colorado |
| 717. | Yolo, County of, California | 761. | Grand Junction, City of, Colorado |
| 718. | Yorba Linda, City of, California | 762. | Greeley, City of, Colorado |
| 719. | Yuba City, City of, California | 763. | Greenwood, Village of/ City of, Colorado |
| 720. | Yuba, County of, California | 764. | Gunnison, County of, Colorado |
| 721. | Yucaipa, City of, California | 765. | Jefferson, County of, Colorado |
| 722. | Yucca Valley, Town of, California | 766. | Johnstown, Town of, Colorado |
| 723. | Adams, County of, Colorado | 767. | La Plata, County of, Colorado |
| 724. | Alamosa, County of, Colorado | 768. | Lafayette, City of, Colorado |
| 725. | Arapahoe, County of, Colorado | 769. | Lakewood, City of, Colorado |
| 726. | Archuleta, County of, Colorado | 770. | Larimer, County of, Colorado |
| 727. | Arvada, City of, Colorado | 771. | Las Animas, County of, Colorado |
| 728. | Aurora, City of, Colorado | 772. | Littleton, City of, Colorado |
| 729. | Boulder, City of, Colorado | 773. | Logan, County of, Colorado |
| 730. | Boulder, County of, Colorado | 774. | Lone Tree, City of, Colorado |
| 731. | Brighton, City of, Colorado | 775. | Longmont, City of, Colorado |
| 732. | Broomfield, City of/ County of, Colorado | 776. | Louisville, City of, Colorado |
| 733. | Cañon City, City of, Colorado | 777. | Loveland, City of, Colorado |
| 734. | Castle Pines, City of, Colorado | 778. | Mesa, County of, Colorado |
| 735. | Castle Rock, Town of, Colorado | 779. | Moffat, County of, Colorado |
| 736. | Centennial, City of, Colorado | 780. | Montezuma, County of, Colorado |
| 737. | Chaffee, County of, Colorado | 781. | Montrose, City of, Colorado |
| 738. | Colorado Springs, City of, Colorado | 782. | Montrose, County of, Colorado |
| 739. | Commerce City, City of, Colorado | 783. | Morgan, County of, Colorado |
| 740. | Delta, County of, Colorado | 784. | Northglenn, City of, Colorado |
| 741. | Denver, City of/ County of, Colorado | 785. | Otero, County of, Colorado |
| 742. | Douglas, County of, Colorado | 786. | Park, County of, Colorado |
| 743. | Durango, City of, Colorado | 787. | Parker, Town of, Colorado |
| 744. | Eagle, County of, Colorado | 788. | Pitkin, County of, Colorado |
| 745. | El Paso, County of, Colorado | 789. | Prowers, County of, Colorado |
| 746. | Elbert, County of, Colorado | 790. | Pueblo, City of, Colorado |
| 747. | Englewood, City of, Colorado | 791. | Pueblo, County of, Colorado |
| 748. | Erie, Town of, Colorado | 792. | Rio Grande, County of, Colorado |
| 749. | Evans, City of, Colorado | 793. | Routt, County of, Colorado |
| 750. | Federal Heights, City of, Colorado | 794. | Steamboat Springs, City of, Colorado |

795. Sterling, City of, Colorado
796. Summit, County of, Colorado
797. Superior, Town of, Colorado
798. Teller, County of, Colorado
799. Thornton, City of, Colorado
800. Weld, County of, Colorado
801. Wellington, Town of, Colorado
802. Westminster, City of, Colorado
803. Wheat Ridge, City of, Colorado
804. Windsor, Town of, Colorado
805. Yuma, County of, Colorado
806. Dover, City of, Delaware
807. Kent, County of, Delaware
808. Middletown, Town of, Delaware
809. Milford, City of, Delaware
810. New Castle, County of, Delaware
811. Newark, City of, Delaware
812. Smyrna, Town of, Delaware
813. Sussex, County of, Delaware
814. Wilmington, City of, Delaware
815. Alachua County, Florida
816. Altamonte Springs city, Florida
817. Apopka city, Florida
818. Atlantic Beach city, Florida
819. Auburndale city, Florida
820. Aventura city, Florida
821. Avon Park city, Florida
822. Baker County, Florida
823. Bartow city, Florida
824. Bay County, Florida
825. Belle Glade city, Florida
826. Boca Raton city, Florida
827. Bonita Springs city, Florida
828. Boynton Beach city, Florida
829. Bradenton city, Florida
830. Bradford County, Florida
831. Brevard County, Florida
832. Broward County, Florida
833. Calhoun County, Florida
834. Callaway city, Florida
835. Cape Canaveral city, Florida
836. Cape Coral city, Florida
837. Casselberry city, Florida
838. Charlotte County, Florida
839. Citrus County, Florida
840. Clay County, Florida
841. Clearwater city, Florida
842. Clermont city, Florida
843. Cocoa Beach city, Florida
844. Cocoa city, Florida
845. Coconut Creek city, Florida
846. Collier County, Florida
847. Columbia County, Florida
848. Cooper City city, Florida
849. Coral Gables city, Florida
850. Coral Springs city, Florida
851. Crestview city, Florida
852. Cutler Bay town, Florida
853. Dania Beach city, Florida
854. Davie town, Florida
855. Daytona Beach city, Florida
856. DeBary city, Florida
857. Deerfield Beach city, Florida
858. DeLand city, Florida
859. Delray Beach city, Florida
860. Deltona city, Florida
861. DeSoto County, Florida
862. Destin city, Florida
863. Dixie County, Florida
864. Doral city, Florida
865. Dunedin city, Florida
866. Duval County / Jacksonville city, Florida
867. Edgewater city, Florida
868. Escambia County, Florida
869. Estero village, Florida
870. Eustis city, Florida
871. Fernandina Beach city, Florida
872. Flagler County, Florida
873. Florida City city, Florida
874. Fort Lauderdale city, Florida
875. Fort Myers city, Florida
876. Fort Pierce city, Florida
877. Fort Walton Beach city, Florida
878. Franklin County, Florida
879. Fruitland Park city, Florida
880. Gadsden County, Florida
881. Gainesville city, Florida
882. Gilchrist County, Florida
883. Glades County, Florida
884. Greenacres city, Florida
885. Groveland city, Florida

886. Gulf County, Florida
887. Gulfport city, Florida
888. Haines City city, Florida
889. Hallandale Beach city, Florida
890. Hamilton County, Florida
891. Hardee County, Florida
892. Hendry County, Florida
893. Hernando County, Florida
894. Hialeah city, Florida
895. Hialeah Gardens city, Florida
896. Highlands County, Florida
897. Hillsborough County, Florida
898. Holly Hill city, Florida
899. Hollywood city, Florida
900. Holmes County, Florida
901. Homestead city, Florida
902. Indian River County, Florida
903. Jackson County, Florida
904. Jacksonville Beach city, Florida
905. Jefferson County, Florida
906. Jupiter town, Florida
907. Key Biscayne village, Florida
908. Key West city, Florida
909. Kissimmee city, Florida
910. Lady Lake town, Florida
911. Lake City city, Florida
912. Lake County, Florida
913. Lake Mary city, Florida
914. Lake Wales city, Florida
915. Lake Worth city, Florida
916. Lakeland city, Florida
917. Lantana town, Florida
918. Largo city, Florida
919. Lauderdale Lakes city, Florida
920. Lauderhill city, Florida
921. Lee County, Florida
922. Leesburg city, Florida
923. Leon County, Florida
924. Levy County, Florida
925. Lighthouse Point city, Florida
926. Longwood city, Florida
927. Lynn Haven city, Florida
928. Madison County, Florida
929. Maitland city, Florida
930. Manatee County, Florida
931. Marco Island city, Florida
932. Margate city, Florida
933. Marion County, Florida
934. Martin County, Florida
935. Melbourne city, Florida
936. Miami Beach city, Florida
937. Miami city, Florida
938. Miami Gardens city, Florida
939. Miami Lakes town, Florida
940. Miami Shores village, Florida
941. Miami Springs city, Florida
942. Miami-Dade County, Florida
943. Milton city, Florida
944. Minneola city, Florida
945. Miramar city, Florida
946. Monroe County, Florida
947. Mount Dora city, Florida
948. Naples city, Florida
949. Nassau County, Florida
950. New Port Richey city, Florida
951. New Smyrna Beach city, Florida
952. Niceville city, Florida
953. North Lauderdale city, Florida
954. North Miami Beach city, Florida
955. North Miami city, Florida
956. North Palm Beach village, Florida
957. North Port city, Florida
958. Oakland Park city, Florida
959. Ocala city, Florida
960. Ocoee city, Florida
961. Okaloosa County, Florida
962. Okeechobee County, Florida
963. Oldsmar city, Florida
964. Opa-locka city, Florida
965. Orange City city, Florida
966. Orange County, Florida
967. Orlando city, Florida
968. Ormond Beach city, Florida
969. Osceola County, Florida
970. Oviedo city, Florida
971. Palatka city, Florida
972. Palm Bay city, Florida
973. Palm Beach County, Florida
974. Palm Beach Gardens city, Florida
975. Palm Coast city, Florida
976. Palm Springs village, Florida
977. Palmetto Bay village, Florida

978. Palmetto city, Florida
979. Panama City Beach city, Florida
980. Panama City city, Florida
981. Parkland city, Florida
982. Pasco County, Florida
983. Pembroke Pines city, Florida
984. Pensacola city, Florida
985. Pinecrest village, Florida
986. Pinellas County, Florida
987. Pinellas Park city, Florida
988. Plant City city, Florida
989. Plantation city, Florida
990. Polk County, Florida
991. Pompano Beach city, Florida
992. Port Orange city, Florida
993. Port St. Lucie city, Florida
994. Punta Gorda city, Florida
995. Putnam County, Florida
996. Riviera Beach city, Florida
997. Rockledge city, Florida
998. Royal Palm Beach village, Florida
999. Safety Harbor city, Florida
1000. Sanford city, Florida
1001. Santa Rosa County, Florida
1002. Sarasota city, Florida
1003. Sarasota County, Florida
1004. Satellite Beach city, Florida
1005. Sebastian city, Florida
1006. Sebring city, Florida
1007. Seminole city, Florida
1008. Seminole County, Florida
1009. South Daytona city, Florida
1010. South Miami city, Florida
1011. St. Augustine city, Florida
1012. St. Cloud city, Florida
1013. St. Johns County, Florida
1014. St. Lucie County, Florida
1015. St. Petersburg city, Florida
1016. Stuart city, Florida
1017. Sumter County, Florida
1018. Sunny Isles Beach city, Florida
1019. Sunrise city, Florida
1020. Suwannee County, Florida
1021. Sweetwater city, Florida
1022. Tallahassee city, Florida
1023. Tamarac city, Florida
1024. Tampa city, Florida
1025. Tarpon Springs city, Florida
1026. Tavares city, Florida
1027. Taylor County, Florida
1028. Temple Terrace city, Florida
1029. Titusville city, Florida
1030. Union County, Florida
1031. Venice city, Florida
1032. Vero Beach city, Florida
1033. Volusia County, Florida
1034. Wakulla County, Florida
1035. Walton County, Florida
1036. Washington County, Florida
1037. Wellington village, Florida
1038. West Melbourne city, Florida
1039. West Palm Beach city, Florida
1040. West Park city, Florida
1041. Weston city, Florida
1042. Wilton Manors city, Florida
1043. Winter Garden city, Florida
1044. Winter Haven city, Florida
1045. Winter Park city, Florida
1046. Winter Springs city, Florida
1047. Zephyrhills city, Florida
1048. Acworth, City of, Georgia
1049. Albany, City of, Georgia
1050. Alpharetta, City of, Georgia
1051. Americus, City of, Georgia
1052. Appling, County of, Georgia
1053. Athens-Clarke County, Unified Government of, Georgia
1054. Atlanta, City of, Georgia
1055. Augusta-Richmond County, Consolidated Government of, Georgia
1056. Bacon, County of, Georgia
1057. Bainbridge, City of, Georgia
1058. Baldwin, County of, Georgia
1059. Banks, County of, Georgia
1060. Barrow, County of, Georgia
1061. Bartow, County of, Georgia
1062. Ben Hill, County of, Georgia
1063. Berrien, County of, Georgia
1064. Bleckley, County of, Georgia
1065. Brantley, County of, Georgia
1066. Braselton, Town of, Georgia

1067. Brookhaven, City of, Georgia
1068. Brooks, County of, Georgia
1069. Brunswick, City of, Georgia
1070. Bryan, County of, Georgia
1071. Buford, City of, Georgia
1072. Bulloch, County of, Georgia
1073. Burke, County of, Georgia
1074. Butts, County of, Georgia
1075. Calhoun, City of, Georgia
1076. Camden, County of, Georgia
1077. Candler, County of, Georgia
1078. Canton, City of, Georgia
1079. Carroll, County of, Georgia
1080. Carrollton, City of, Georgia
1081. Cartersville, City of, Georgia
1082. Catoosa, County of, Georgia
1083. Chamblee, City of, Georgia
1084. Charlton, County of, Georgia
1085. Chatham, County of, Georgia
1086. Chattooga, County of, Georgia
1087. Cherokee, County of, Georgia
1088. Clarkston, City of, Georgia
1089. Clayton, County of, Georgia
1090. Cobb, County of, Georgia
1091. Coffee, County of, Georgia
1092. College Park, City of, Georgia
1093. Colquitt, County of, Georgia
1094. Columbia, County of, Georgia
1095. Columbus, City of, Georgia
1096. Columbus, City of/ Muscogee, County of, Georgia
1097. Conyers, City of, Georgia
1098. Cook, County of, Georgia
1099. Cordele, City of, Georgia
1100. Covington, City of, Georgia
1101. Coweta, County of, Georgia
1102. Crawford, County of, Georgia
1103. Crisp, County of, Georgia
1104. Cusseta-Chattahoochee County, Unified Government of, Georgia
1105. Dade, County of, Georgia
1106. Dallas, City of, Georgia
1107. Dalton, City of, Georgia
1108. Dawson, County of, Georgia
1109. Decatur, City of, Georgia
1110. Decatur, County of, Georgia
1111. DeKalb, County of, Georgia
1112. Dodge, County of, Georgia
1113. Dooly, County of, Georgia
1114. Doraville, City of, Georgia
1115. Dougherty, County of, Georgia
1116. Douglas, City of, Georgia
1117. Douglas, County of, Georgia
1118. Douglasville, City of, Georgia
1119. Dublin, City of, Georgia
1120. Duluth, City of, Georgia
1121. Dunwoody, City of, Georgia
1122. Early, County of, Georgia
1123. East Point, City of, Georgia
1124. Effingham, County of, Georgia
1125. Elbert, County of, Georgia
1126. Emanuel, County of, Georgia
1127. Evans, County of, Georgia
1128. Fairburn, City of, Georgia
1129. Fannin, County of, Georgia
1130. Fayette, County of, Georgia
1131. Fayetteville, City of, Georgia
1132. Floyd, County of, Georgia
1133. Forest Park, City of, Georgia
1134. Forsyth, County of, Georgia
1135. Franklin, County of, Georgia
1136. Fulton, County of, Georgia
1137. Gainesville, City of, Georgia
1138. Gilmer, County of, Georgia
1139. Glynn, County of, Georgia
1140. Gordon, County of, Georgia
1141. Grady, County of, Georgia
1142. Greene, County of, Georgia
1143. Griffin, City of, Georgia
1144. Grovetown, City of, Georgia
1145. Gwinnett, County of, Georgia
1146. Habersham, County of, Georgia
1147. Hall, County of, Georgia
1148. Haralson, County of, Georgia
1149. Harris, County of, Georgia
1150. Hart, County of, Georgia
1151. Heard, County of, Georgia
1152. Henry, County of, Georgia
1153. Hinesville, City of, Georgia
1154. Holly Springs, City of, Georgia
1155. Houston, County of, Georgia
1156. Jackson, County of, Georgia

- 1157. Jasper, County of, Georgia
- 1158. Jeff Davis, County of, Georgia
- 1159. Jefferson, City of, Georgia
- 1160. Jefferson, County of, Georgia
- 1161. Johns Creek, City of, Georgia
- 1162. Jones, County of, Georgia
- 1163. Kennesaw, City of, Georgia
- 1164. Kingsland, City of, Georgia
- 1165. LaGrange, City of, Georgia
- 1166. Lamar, County of, Georgia
- 1167. Lanier, County of, Georgia
- 1168. Laurens, County of, Georgia
- 1169. Lawrenceville, City of, Georgia
- 1170. Lee, County of, Georgia
- 1171. Liberty, County of, Georgia
- 1172. Lilburn, City of, Georgia
- 1173. Loganville, City of, Georgia
- 1174. Long, County of, Georgia
- 1175. Lowndes, County of, Georgia
- 1176. Lumpkin, County of, Georgia
- 1177. Macon, County of, Georgia
- 1178. Macon-Bibb, County of, Georgia
- 1179. Madison, County of, Georgia
- 1180. Marietta, City of, Georgia
- 1181. McDonough, City of, Georgia
- 1182. McDuffie, County of, Georgia
- 1183. McIntosh, County of, Georgia
- 1184. Meriwether, County of, Georgia
- 1185. Milledgeville, City of, Georgia
- 1186. Milton, City of, Georgia
- 1187. Mitchell, County of, Georgia
- 1188. Monroe, City of, Georgia
- 1189. Monroe, County of, Georgia
- 1190. Morgan, County of, Georgia
- 1191. Moultrie, City of, Georgia
- 1192. Murray, County of, Georgia
- 1193. Newnan, City of, Georgia
- 1194. Newton, County of, Georgia
- 1195. Norcross, City of, Georgia
- 1196. Oconee, County of, Georgia
- 1197. Oglethorpe, County of, Georgia
- 1198. Paulding, County of, Georgia
- 1199. Peach, County of, Georgia
- 1200. Peachtree City, City of, Georgia
- 1201. Peachtree Corners, City of, Georgia
- 1202. Perry, City of, Georgia
- 1203. Pickens, County of, Georgia
- 1204. Pierce, County of, Georgia
- 1205. Pike, County of, Georgia
- 1206. Polk, County of, Georgia
- 1207. Pooler, City of, Georgia
- 1208. Powder Springs, City of, Georgia
- 1209. Pulaski, County of, Georgia
- 1210. Putnam, County of, Georgia
- 1211. Rabun, County of, Georgia
- 1212. Richmond Hill, City of, Georgia
- 1213. Rincon, City of, Georgia
- 1214. Riverdale, City of, Georgia
- 1215. Rockdale, County of, Georgia
- 1216. Rome, City of, Georgia
- 1217. Roswell, City of, Georgia
- 1218. Sandy Springs, City of, Georgia
- 1219. Savannah, City of, Georgia
- 1220. Screven, County of, Georgia
- 1221. Smyrna, City of, Georgia
- 1222. Snellville, City of, Georgia
- 1223. South Fulton, City of, Georgia
- 1224. Spalding, County of, Georgia
- 1225. St. Marys, City of, Georgia
- 1226. Statesboro, City of, Georgia
- 1227. Stephens, County of, Georgia
- 1228. Stockbridge, City of, Georgia
- 1229. Stonecrest, City of, Georgia
- 1230. Sugar Hill, City of, Georgia
- 1231. Sumter, County of, Georgia
- 1232. Suwanee, City of, Georgia
- 1233. Tattnall, County of, Georgia
- 1234. Telfair, County of, Georgia
- 1235. Thomas, County of, Georgia
- 1236. Thomasville, City of, Georgia
- 1237. Tift, County of, Georgia
- 1238. Tifton, City of, Georgia
- 1239. Toombs, County of, Georgia
- 1240. Towns, County of, Georgia
- 1241. Troup, County of, Georgia
- 1242. Tucker, City of, Georgia
- 1243. Union City, City of, Georgia
- 1244. Union, County of, Georgia
- 1245. Upson, County of, Georgia
- 1246. Valdosta, City of, Georgia
- 1247. Vidalia, City of, Georgia
- 1248. Villa Rica, City of, Georgia

1249. Walker, County of, Georgia
1250. Walton, County of, Georgia
1251. Ware, County of, Georgia
1252. Warner Robins, City of, Georgia
1253. Washington, County of, Georgia
1254. Waycross, City of, Georgia
1255. Wayne, County of, Georgia
1256. White, County of, Georgia
1257. Whitfield, County of, Georgia
1258. Winder, City of, Georgia
1259. Woodstock, City of, Georgia
1260. Worth, County of, Georgia
1261. Ada, County of, Idaho
1262. Ammon, City of, Idaho
1263. Bannock, County of, Idaho
1264. Bingham, County of, Idaho
1265. Blackfoot, City of, Idaho
1266. Blaine, County of, Idaho
1267. Boise City, City of, Idaho
1268. Bonner, County of, Idaho
1269. Bonneville, County of, Idaho
1270. Boundary, County of, Idaho
1271. Burley, City of, Idaho
1272. Caldwell, City of, Idaho
1273. Canyon, County of, Idaho
1274. Cassia, County of, Idaho
1275. Chubbuck, City of, Idaho
1276. Coeur d'Alene, City of, Idaho
1277. Eagle, City of, Idaho
1278. Elmore, County of, Idaho
1279. Franklin, County of, Idaho
1280. Fremont, County of, Idaho
1281. Garden City, City of, Idaho
1282. Gem, County of, Idaho
1283. Gooding, County of, Idaho
1284. Hayden, City of, Idaho
1285. Idaho, County of, Idaho
1286. Idaho Falls, City of, Idaho
1287. Jefferson, County of, Idaho
1288. Jerome, City of, Idaho
1289. Jerome, County of, Idaho
1290. Kootenai, County of, Idaho
1291. Kuna, City of, Idaho
1292. Latah, County of, Idaho
1293. Lewiston, City of, Idaho
1294. Madison, County of, Idaho
1295. Meridian, City of, Idaho
1296. Minidoka, County of, Idaho
1297. Moscow, City of, Idaho
1298. Mountain Home, City of, Idaho
1299. Nampa, City of, Idaho
1300. Nez Perce, County of, Idaho
1301. Owyhee, County of, Idaho
1302. Payette, County of, Idaho
1303. Pocatello, City of, Idaho
1304. Post Falls, City of, Idaho
1305. Rexburg, City of, Idaho
1306. Shoshone, County of, Idaho
1307. Star, City of, Idaho
1308. Teton, County of, Idaho
1309. Twin Falls, City of, Idaho
1310. Twin Falls, County of, Idaho
1311. Valley, County of, Idaho
1312. Washington, County of, Idaho
1313. Adams, County of, Illinois
1314. Addison Township, Illinois
1315. Addison, Village of, Illinois
1316. Algonquin Township, Illinois
1317. Algonquin, Village of, Illinois
1318. Alsip, Village of, Illinois
1319. Alton, City of, Illinois
1320. Alton Township, Illinois
1321. Antioch Township, Illinois
1322. Antioch, Village of, Illinois
1323. Arlington Heights, Village of, Illinois
1324. Aurora, City of, Illinois
1325. Aurora Township, Illinois
1326. Aux Sable Township, Illinois
1327. Avon Township, Illinois
1328. Barrington Township, Illinois
1329. Barrington, Village of, Illinois
1330. Bartlett, Village of, Illinois
1331. Batavia, City of, Illinois
1332. Batavia Township, Illinois
1333. Beach Park, Village of, Illinois
1334. Belleville, City of, Illinois
1335. Bellwood, Village of, Illinois
1336. Belvidere, City of, Illinois
1337. Belvidere Township, Illinois
1338. Bensenville, Village of, Illinois
1339. Benton Township, Illinois

1340. Berwyn, City of, Illinois
1341. Berwyn Township, Illinois
1342. Blackberry Township, Illinois
1343. Bloom Township, Illinois
1344. Bloomingdale Township, Illinois
1345. Bloomingdale, Village of, Illinois
1346. Bloomington, City of, Illinois
1347. Bloomington City Township, Illinois
1348. Blue Island, City of, Illinois
1349. Bolingbrook, Village of, Illinois
1350. Bond, County of, Illinois
1351. Boone, County of, Illinois
1352. Bourbonnais Township, Illinois
1353. Bourbonnais, Village of, Illinois
1354. Bradley, Village of, Illinois
1355. Bremen Township, Illinois
1356. Bridgeview, Village of, Illinois
1357. Bristol Township, Illinois
1358. Brookfield, Village of, Illinois
1359. Bruce Township, Illinois
1360. Buffalo Grove, Village of, Illinois
1361. Burbank, City of, Illinois
1362. Bureau, County of, Illinois
1363. Burr Ridge, Village of, Illinois
1364. Cahokia, Village of, Illinois
1365. Calumet City, City of, Illinois
1366. Calumet Township, Illinois
1367. Campton Hills, Village of, Illinois
1368. Campton Township, Illinois
1369. Canton, City of, Illinois
1370. Canton Township, Illinois
1371. Capital Township, Illinois
1372. Carbondale, City of, Illinois
1373. Carbondale Township, Illinois
1374. Carol Stream, Village of, Illinois
1375. Carpentersville, Village of, Illinois
1376. Carroll, County of, Illinois
1377. Cary, Village of, Illinois
1378. Caseyville Township, Illinois
1379. Cass, County of, Illinois
1380. Centralia, City of, Illinois
1381. Centralia Township, Illinois
1382. Centreville Township, Illinois
1383. Champaign, City of, Illinois
1384. Champaign City Township, Illinois
1385. Champaign, County of, Illinois
1386. Champaign Township, Illinois
1387. Channahon Township, Illinois
1388. Channahon, Village of, Illinois
1389. Charleston, City of, Illinois
1390. Charleston Township, Illinois
1391. Chatham, Village of, Illinois
1392. Cherry Valley Township, Illinois
1393. Chicago, City of, Illinois
1394. Chicago Heights, City of, Illinois
1395. Chicago Ridge, Village of, Illinois
1396. Christian, County of, Illinois
1397. Cicero, Town of/ Township of, Illinois
1398. Clark, County of, Illinois
1399. Clay, County of, Illinois
1400. Clinton, County of, Illinois
1401. Coles, County of, Illinois
1402. Collinsville, City of, Illinois
1403. Collinsville Township, Illinois
1404. Coloma Township, Illinois
1405. Columbia, City of, Illinois
1406. Cook, County of, Illinois
1407. Cortland Township, Illinois
1408. Country Club Hills, City of, Illinois
1409. Crawford, County of, Illinois
1410. Crest Hill, City of, Illinois
1411. Crestwood, Village of, Illinois
1412. Crete Township, Illinois
1413. Crystal Lake, City of, Illinois
1414. Cuba Township, Illinois
1415. Cumberland, County of, Illinois
1416. Cunningham Township, Illinois
1417. Danville, City of, Illinois
1418. Danville Township, Illinois
1419. Darien, City of, Illinois
1420. De Witt, County of, Illinois
1421. Decatur, City of, Illinois
1422. Decatur Township, Illinois
1423. Deerfield, Village of, Illinois
1424. DeKalb, City of, Illinois
1425. DeKalb, County of, Illinois
1426. DeKalb Township, Illinois
1427. Des Plaines, City of, Illinois
1428. Dixon, City of, Illinois
1429. Dixon Township, Illinois
1430. Dolton, Village of, Illinois

1431. Dorr Township, Illinois
1432. Douglas, County of, Illinois
1433. Douglas Township, Illinois
1434. Downers Grove Township, Illinois
1435. Downers Grove, Village of, Illinois
1436. Du Page Township, Illinois
1437. Dundee Township, Illinois
1438. DuPage, County of, Illinois
1439. East Moline, City of, Illinois
1440. East Peoria, City of, Illinois
1441. East St. Louis, City of, Illinois
1442. East St. Louis Township, Illinois
1443. Edgar, County of, Illinois
1444. Edwardsville, City of, Illinois
1445. Edwardsville Township, Illinois
1446. Effingham, City of, Illinois
1447. Effingham, County of, Illinois
1448. Ela Township, Illinois
1449. Elgin, City of, Illinois
1450. Elgin Township, Illinois
1451. Elk Grove Township, Illinois
1452. Elk Grove Village, Village of, Illinois
1453. Elmhurst, City of, Illinois
1454. Elmwood Park, Village of, Illinois
1455. Evanston, City of, Illinois
1456. Evergreen Park, Village of, Illinois
1457. Fairview Heights, City of, Illinois
1458. Fayette, County of, Illinois
1459. Flagg Township, Illinois
1460. Fondulac Township, Illinois
1461. Ford, County of, Illinois
1462. Forest Park, Village of, Illinois
1463. Fox Lake, Village of, Illinois
1464. Frankfort Township, Illinois
1465. Frankfort, Village of, Illinois
1466. Franklin, County of, Illinois
1467. Franklin Park, Village of, Illinois
1468. Freeport, City of, Illinois
1469. Freeport Township, Illinois
1470. Fremont Township, Illinois
1471. Fulton, County of, Illinois
1472. Galesburg, City of, Illinois
1473. Galesburg City Township, Illinois
1474. Geneva, City of, Illinois
1475. Geneva Township, Illinois
1476. Glen Carbon, Village of, Illinois
1477. Glen Ellyn, Village of, Illinois
1478. Glendale Heights, Village of, Illinois
1479. Glenview, Village of, Illinois
1480. Godfrey Township, Illinois
1481. Godfrey, Village of, Illinois
1482. Grafton Township, Illinois
1483. Granite City, City of, Illinois
1484. Granite City Township, Illinois
1485. Grant Township, Illinois
1486. Grayslake, Village of, Illinois
1487. Greene, County of, Illinois
1488. Greenwood Township, Illinois
1489. Groveland Township, Illinois
1490. Grundy, County of, Illinois
1491. Gurnee, Village of, Illinois
1492. Hampton Township, Illinois
1493. Hancock, County of, Illinois
1494. Hanover Park, Village of, Illinois
1495. Hanover Township, Illinois
1496. Harlem Township, Illinois
1497. Harrisburg Township, Illinois
1498. Harvey, City of, Illinois
1499. Hazel Crest, Village of, Illinois
1500. Henry, County of, Illinois
1501. Herrin, City of, Illinois
1502. Hickory Hills, City of, Illinois
1503. Hickory Point Township, Illinois
1504. Highland Park, City of, Illinois
1505. Hinsdale, Village of, Illinois
1506. Hoffman Estates, Village of, Illinois
1507. Homer Glen, Village of, Illinois
1508. Homer Township, Illinois
1509. Homewood, Village of, Illinois
1510. Huntley, Village of, Illinois
1511. Iroquois, County of, Illinois
1512. Jackson, County of, Illinois
1513. Jacksonville, City of, Illinois
1514. Jarvis Township, Illinois
1515. Jefferson, County of, Illinois
1516. Jersey, County of, Illinois
1517. Jo Daviess, County of, Illinois
1518. Johnson, County of, Illinois
1519. Joliet, City of, Illinois
1520. Joliet Township, Illinois
1521. Justice, Village of, Illinois

1522. Kane, County of, Illinois
1523. Kankakee, City of, Illinois
1524. Kankakee, County of, Illinois
1525. Kankakee Township, Illinois
1526. Kendall, County of, Illinois
1527. Kewanee, City of, Illinois
1528. Knox, County of, Illinois
1529. La Grange Park, Village of, Illinois
1530. La Grange, Village of, Illinois
1531. Lake, County of, Illinois
1532. Lake Forest, City of, Illinois
1533. Lake in the Hills, Village of, Illinois
1534. Lake Villa Township, Illinois
1535. Lake Zurich, Village of, Illinois
1536. Lansing, Village of, Illinois
1537. LaSalle, County of, Illinois
1538. LaSalle Township, Illinois
1539. Lawrence, County of, Illinois
1540. Lee, County of, Illinois
1541. Lemont Township, Illinois
1542. Lemont, Village of, Illinois
1543. Leyden Township, Illinois
1544. Libertyville Township, Illinois
1545. Libertyville, Village of, Illinois
1546. Limestone Township, Illinois
1547. Lincoln, City of, Illinois
1548. Lincolnwood, Village of, Illinois
1549. Lindenhurst, Village of, Illinois
1550. Lisle Township, Illinois
1551. Lisle, Village of, Illinois
1552. Little Rock Township, Illinois
1553. Livingston, County of, Illinois
1554. Lockport, City of, Illinois
1555. Lockport Township, Illinois
1556. Logan, County of, Illinois
1557. Lombard, Village of, Illinois
1558. Long Creek Township, Illinois
1559. Loves Park, City of, Illinois
1560. Lyons Township, Illinois
1561. Lyons, Village of, Illinois
1562. Machesney Park, Village of, Illinois
1563. Macomb, City of, Illinois
1564. Macomb City Township, Illinois
1565. Macon, County of, Illinois
1566. Macoupin, County of, Illinois
1567. Madison, County of, Illinois
1568. Mahomet Township, Illinois
1569. Maine Township, Illinois
1570. Manhattan Township, Illinois
1571. Manteno Township, Illinois
1572. Marion, City of, Illinois
1573. Marion, County of, Illinois
1574. Markham, City of, Illinois
1575. Marshall, County of, Illinois
1576. Mason, County of, Illinois
1577. Massac, County of, Illinois
1578. Matteson, Village of, Illinois
1579. Mattoon, City of, Illinois
1580. Mattoon, Township of, Illinois
1581. Maywood, Village of, Illinois
1582. McDonough, County of, Illinois
1583. McHenry, City of, Illinois
1584. McHenry, County of, Illinois
1585. McHenry, Township of, Illinois
1586. McLean, County of, Illinois
1587. Medina, Township of, Illinois
1588. Melrose Park, Village of, Illinois
1589. Menard, County of, Illinois
1590. Mercer, County of, Illinois
1591. Midlothian, Village of, Illinois
1592. Milton Township, Illinois
1593. Minooka, Village of, Illinois
1594. Mokena, Village of, Illinois
1595. Moline, City of, Illinois
1596. Moline, Township of, Illinois
1597. Monee, Township of, Illinois
1598. Monroe, County of, Illinois
1599. Montgomery, County of, Illinois
1600. Montgomery, Village of, Illinois
1601. Moraine, Township of, Illinois
1602. Morgan, County of, Illinois
1603. Morris, City of, Illinois
1604. Morton Grove, Village of, Illinois
1605. Morton, Township of, Illinois
1606. Morton, Village of, Illinois
1607. Moultrie, County of, Illinois
1608. Mount Prospect, Village of, Illinois
1609. Mount Vernon, City of, Illinois
1610. Mount Vernon, Township of, Illinois
1611. Mundelein, Village of, Illinois
1612. Nameoki, Township of, Illinois
1613. Naperville, City of, Illinois

1614. Naperville, Township of, Illinois
1615. New Lenox, Township of, Illinois
1616. New Lenox, Village of, Illinois
1617. New Trier, Township of, Illinois
1618. Newell, Township of, Illinois
1619. Niles, Township of, Illinois
1620. Niles, Village of, Illinois
1621. Normal, Town of, Illinois
1622. Normal, Township of, Illinois
1623. Norridge, Village of, Illinois
1624. North Aurora, Village of, Illinois
1625. North Chicago, City of, Illinois
1626. Northbrook, Village of, Illinois
1627. Northfield, Township of, Illinois
1628. Northlake, City of, Illinois
1629. Norwood Park, Township of, Illinois
1630. Nunda, Township of, Illinois
1631. Oak Forest, City of, Illinois
1632. Oak Lawn, Village of, Illinois
1633. Oak Park, Township of, Illinois
1634. Oak Park, Village of, Illinois
1635. O'Fallon, City of, Illinois
1636. O'Fallon, Township of, Illinois
1637. Ogle, County of, Illinois
1638. Orland Park, Village of, Illinois
1639. Orland, Township of, Illinois
1640. Oswego, Township of, Illinois
1641. Oswego, Village of, Illinois
1642. Ottawa, City of, Illinois
1643. Ottawa, Township of, Illinois
1644. Palatine, Township of, Illinois
1645. Palatine, Village of, Illinois
1646. Palos Heights, City of, Illinois
1647. Palos Hills, City of, Illinois
1648. Palos, Township of, Illinois
1649. Park Forest, Village of, Illinois
1650. Park Ridge, City of, Illinois
1651. Pekin, City of, Illinois
1652. Pekin, Township of, Illinois
1653. Peoria, City of, Illinois
1654. Peoria City Township, Illinois
1655. Peoria, County of, Illinois
1656. Perry, County of, Illinois
1657. Peru, Township of, Illinois
1658. Piatt, County of, Illinois
1659. Pike, County of, Illinois
1660. Plainfield, Township of, Illinois
1661. Plainfield, Village of, Illinois
1662. Plano, City of, Illinois
1663. Pontiac, City of, Illinois
1664. Pontiac, Township of, Illinois
1665. Prospect Heights, City of, Illinois
1666. Proviso, Township of, Illinois
1667. Quincy, City of, Illinois
1668. Quincy, Township of, Illinois
1669. Randolph, County of, Illinois
1670. Rantoul, Township of, Illinois
1671. Rantoul, Village of, Illinois
1672. Rich, Township of, Illinois
1673. Richland, County of, Illinois
1674. Richton Park, Village of, Illinois
1675. River Forest, Township of, Illinois
1676. River Forest, Village of, Illinois
1677. Riverdale, Village of, Illinois
1678. Riverside, Township of, Illinois
1679. Rock Island, City of, Illinois
1680. Rock Island, County of, Illinois
1681. Rock Island, Township of, Illinois
1682. Rockford, City of, Illinois
1683. Rockford, Township of, Illinois
1684. Rockton, Township of, Illinois
1685. Rolling Meadows, City of, Illinois
1686. Romeoville, Village of, Illinois
1687. Roscoe, Township of, Illinois
1688. Roscoe, Village of, Illinois
1689. Roselle, Village of, Illinois
1690. Round Lake Beach, Village of, Illinois
1691. Round Lake, Village of, Illinois
1692. Rutland, Township of, Illinois
1693. Saline, County of, Illinois
1694. Sangamon, County of, Illinois
1695. Sauk Village, Village of, Illinois
1696. Schaumburg, Township of, Illinois
1697. Schaumburg, Village of, Illinois
1698. Schiller Park, Village of, Illinois
1699. Shelby, County of, Illinois
1700. Shields, Township of, Illinois
1701. Shiloh Valley, Township of, Illinois
1702. Shiloh, Village of, Illinois
1703. Shorewood, Village of, Illinois
1704. Skokie, Village of, Illinois

1705. South Elgin, Village of, Illinois
1706. South Holland, Village of, Illinois
1707. South Moline, Township of, Illinois
1708. South Rock Island, Township of, Illinois
1709. Springfield, City of, Illinois
1710. St. Charles, City of, Illinois
1711. St. Charles, Township of, Illinois
1712. St. Clair, County of, Illinois
1713. St. Clair, Township of, Illinois
1714. Stephenson, County of, Illinois
1715. Sterling, City of, Illinois
1716. Sterling, Township of, Illinois
1717. Stickney, Township of, Illinois
1718. Streamwood, Village of, Illinois
1719. Streator, City of, Illinois
1720. Sugar Grove, Township of, Illinois
1721. Summit, Village of, Illinois
1722. Swansea, Village of, Illinois
1723. Sycamore, City of, Illinois
1724. Sycamore, Township of, Illinois
1725. Taylorville, City of, Illinois
1726. Taylorville, Township of, Illinois
1727. Tazewell, County of, Illinois
1728. Thornton, Township of, Illinois
1729. Tinley Park, Village of, Illinois
1730. Troy, City of, Illinois
1731. Troy, Township of, Illinois
1732. Union, County of, Illinois
1733. Urbana, City of, Illinois
1734. Vermilion, County of, Illinois
1735. Vernon Hills, Village of, Illinois
1736. Vernon, Township of, Illinois
1737. Villa Park, Village of, Illinois
1738. Wabash, County of, Illinois
1739. Warren, County of, Illinois
1740. Warren, Township of, Illinois
1741. Warrenville, City of, Illinois
1742. Washington, City of, Illinois
1743. Washington, County of, Illinois
1744. Washington, Township of, Illinois
1745. Waterloo, City of, Illinois
1746. Wauconda, Township of, Illinois
1747. Wauconda, Village of, Illinois
1748. Waukegan, City of, Illinois
1749. Waukegan, Township of, Illinois
1750. Wayne, County of, Illinois
1751. Wayne, Township of, Illinois
1752. West Chicago, City of, Illinois
1753. West Deerfield, Township of, Illinois
1754. Westchester, Village of, Illinois
1755. Western Springs, Village of, Illinois
1756. Westmont, Village of, Illinois
1757. Wheatland, Township of, Illinois
1758. Wheaton, City of, Illinois
1759. Wheeling, Township of, Illinois
1760. Wheeling, Village of, Illinois
1761. White, County of, Illinois
1762. Whiteside, County of, Illinois
1763. Will, County of, Illinois
1764. Williamson, County of, Illinois
1765. Wilmette, Village of, Illinois
1766. Winfield, Township of, Illinois
1767. Winnebago, County of, Illinois
1768. Winnetka, Village of, Illinois
1769. Wood Dale, City of, Illinois
1770. Wood River, City of, Illinois
1771. Wood River, Township of, Illinois
1772. Woodford, County of, Illinois
1773. Woodridge, Village of, Illinois
1774. Woodside, Township of, Illinois
1775. Woodstock, City of, Illinois
1776. Worth, Township of, Illinois
1777. Worth, Village of, Illinois
1778. York, Township of, Illinois
1779. Yorkville, City of, Illinois
1780. Zion, City of, Illinois
1781. Zion, Township of, Illinois
1782. Aboite, Township of, Indiana
1783. Adams, County of, Indiana
1784. Adams, Township of, Indiana
1785. Addison, Township of, Indiana
1786. Allen, County of, Indiana
1787. Anderson, City of, Indiana
1788. Anderson, Township of, Indiana
1789. Auburn, City of, Indiana
1790. Avon, Town of, Indiana
1791. Bainbridge, Township of, Indiana
1792. Bartholomew, County of, Indiana
1793. Baugo, Township of, Indiana
1794. Bedford, City of, Indiana
1795. Beech Grove, City of, Indiana

1796. Blackford, County of, Indiana
1797. Bloomington, City of, Indiana
1798. Bloomington, Township of, Indiana
1799. Bluffton, City of, Indiana
1800. Boon, Township of, Indiana
1801. Boone, County of, Indiana
1802. Brown, County of, Indiana
1803. Brown, Township of, Indiana
1804. Brownsburg, Town of, Indiana
1805. Calumet, Township of, Indiana
1806. Carmel, City of, Indiana
1807. Carroll, County of, Indiana
1808. Cass, County of, Indiana
1809. Cedar Creek, Township of, Indiana
1810. Cedar Lake, Town of, Indiana
1811. Center, Township of, Indiana
1812. Centre, Township of, Indiana
1813. Charlestown, Township of, Indiana
1814. Chesterton, Town of, Indiana
1815. Clark, County of, Indiana
1816. Clarksville, Town of, Indiana
1817. Clay, County of, Indiana
1818. Clay, Township of, Indiana
1819. Cleveland, Township of, Indiana
1820. Clinton, County of, Indiana
1821. Columbia, Township of, Indiana
1822. Columbus, City of, Indiana
1823. Columbus, Township of, Indiana
1824. Concord, Township of, Indiana
1825. Connersville, City of, Indiana
1826. Connersville, Township of, Indiana
1827. Coolspring, Township of, Indiana
1828. Crawford, County of, Indiana
1829. Crawfordsville, City of, Indiana
1830. Crown Point, City of, Indiana
1831. Danville, Town of, Indiana
1832. Daviess, County of, Indiana
1833. Dearborn, County of, Indiana
1834. Decatur, County of, Indiana
1835. Decatur, Township of, Indiana
1836. DeKalb, County of, Indiana
1837. Delaware, County of, Indiana
1838. Delaware, Township of, Indiana
1839. Dubois, County of, Indiana
1840. Dyer, Town of, Indiana
1841. East Chicago, City of, Indiana
1842. Eel, Township of, Indiana
1843. Elkhart, City of, Indiana
1844. Elkhart, County of, Indiana
1845. Elkhart, Township of, Indiana
1846. Evansville, City of, Indiana
1847. Fairfield, Township of, Indiana
1848. Fall Creek, Township of, Indiana
1849. Fayette, County of, Indiana
1850. Fishers, City of, Indiana
1851. Floyd, County of, Indiana
1852. Fort Wayne, City of, Indiana
1853. Fountain, County of, Indiana
1854. Frankfort, City of, Indiana
1855. Franklin, City of, Indiana
1856. Franklin, County of, Indiana
1857. Franklin, Township of, Indiana
1858. Fulton, County of, Indiana
1859. Gary, City of, Indiana
1860. Georgetown, Township of, Indiana
1861. Gibson, County of, Indiana
1862. Goshen, City of, Indiana
1863. Grant, County of, Indiana
1864. Greencastle, City of, Indiana
1865. Greencastle, Township of, Indiana
1866. Greene, County of, Indiana
1867. Greenfield, City of, Indiana
1868. Greensburg, City of, Indiana
1869. Greenwood, City of, Indiana
1870. Griffith, Town of, Indiana
1871. Guilford, Township of, Indiana
1872. Hamilton, County of, Indiana
1873. Hammond, City of, Indiana
1874. Hancock, County of, Indiana
1875. Hanover, Township of, Indiana
1876. Harris, Township of, Indiana
1877. Harrison, County of, Indiana
1878. Harrison, Township of, Indiana
1879. Hendricks, County of, Indiana
1880. Henry, County of, Indiana
1881. Henry, Township of, Indiana
1882. Highland, Town of, Indiana
1883. Hobart, City of, Indiana
1884. Hobart, Township of, Indiana
1885. Honey Creek, Township of, Indiana
1886. Howard, County of, Indiana
1887. Huntington, City of, Indiana

1888. Huntington, County of, Indiana
1889. Huntington, Township of, Indiana
1890. Jackson, County of, Indiana
1891. Jackson, Township of, Indiana
1892. Jasper, City of, Indiana
1893. Jasper, County of, Indiana
1894. Jay, County of, Indiana
1895. Jefferson, County of, Indiana
1896. Jefferson, Township of, Indiana
1897. Jeffersonville, City of, Indiana
1898. Jeffersonville, Township of, Indiana
1899. Jennings, County of, Indiana
1900. Johnson, County of, Indiana
1901. Keener, Township of, Indiana
1902. Knight, Township of, Indiana
1903. Knox, County of, Indiana
1904. Kokomo, City of, Indiana
1905. Kosciusko, County of, Indiana
1906. La Porte, City of, Indiana
1907. Lafayette, City of, Indiana
1908. LaGrange, County of, Indiana
1909. Lake, County of, Indiana
1910. Lake Station, City of, Indiana
1911. LaPorte, County of, Indiana
1912. Lawrence, City of, Indiana
1913. Lawrence, County of, Indiana
1914. Lawrence, Township of, Indiana
1915. Lawrenceburg, Township of, Indiana
1916. Lebanon, City of, Indiana
1917. Lincoln, Township of, Indiana
1918. Logansport, City of, Indiana
1919. Lost Creek, Township of, Indiana
1920. Madison, City of, Indiana
1921. Madison, County of, Indiana
1922. Madison, Township of, Indiana
1923. Marion, City of, Indiana
1924. Marion, County of/ Indianapolis, City of, Indiana
1925. Marshall, County of, Indiana
1926. Martin, County of, Indiana
1927. Martinsville, City of, Indiana
1928. Merrillville, Town of, Indiana
1929. Miami, County of, Indiana
1930. Michigan City, City of, Indiana
1931. Michigan, Township of, Indiana
1932. Mill, Township of, Indiana
1933. Mishawaka, City of, Indiana
1934. Monroe, County of, Indiana
1935. Montgomery, County of, Indiana
1936. Morgan, County of, Indiana
1937. Muncie, City of, Indiana
1938. Munster, Town of, Indiana
1939. New Albany, City of, Indiana
1940. New Albany, Township of, Indiana
1941. New Castle, City of, Indiana
1942. New Haven, City of, Indiana
1943. Newton, County of, Indiana
1944. Noble, County of, Indiana
1945. Noble, Township of, Indiana
1946. Noblesville, City of, Indiana
1947. Noblesville, Township of, Indiana
1948. North, Township of, Indiana
1949. Ohio, Township of, Indiana
1950. Orange, County of, Indiana
1951. Osolo, Township of, Indiana
1952. Owen, County of, Indiana
1953. Parke, County of, Indiana
1954. Patoka, Township of, Indiana
1955. Penn, Township of, Indiana
1956. Perry, County of, Indiana
1957. Perry, Township of, Indiana
1958. Peru, City of, Indiana
1959. Peru, Township of, Indiana
1960. Pigeon, Township of, Indiana
1961. Pike, County of, Indiana
1962. Pike, Township of, Indiana
1963. Pipe Creek, Township of, Indiana
1964. Plainfield, Town of, Indiana
1965. Pleasant, Township of, Indiana
1966. Portage, City of, Indiana
1967. Portage, Township of, Indiana
1968. Porter, County of, Indiana
1969. Posey, County of, Indiana
1970. Pulaski, County of, Indiana
1971. Putnam, County of, Indiana
1972. Randolph, County of, Indiana
1973. Richland, Township of, Indiana
1974. Richmond, City of, Indiana
1975. Ripley, County of, Indiana
1976. Ross, Township of, Indiana
1977. Rush, County of, Indiana
1978. Schererville, Town of, Indiana

1979. Scott, County of, Indiana
1980. Seymour, City of, Indiana
1981. Shawswick, Township of, Indiana
1982. Shelby, County of, Indiana
1983. Shelbyville, City of, Indiana
1984. Silver Creek, Township of, Indiana
1985. South Bend, City of, Indiana
1986. Speedway, Town of, Indiana
1987. Spencer, County of, Indiana
1988. St. John, Town of, Indiana
1989. St. John, Township of, Indiana
1990. St. Joseph, County of, Indiana
1991. St. Joseph, Township of, Indiana
1992. Starke, County of, Indiana
1993. Steuben, County of, Indiana
1994. Sugar Creek, Township of, Indiana
1995. Sullivan, County of, Indiana
1996. Switzerland, County of, Indiana
1997. Terre Haute, City of, Indiana
1998. Tippecanoe, County of, Indiana
1999. Tipton, County of, Indiana
2000. Troy, Township of, Indiana
2001. Union, Township of, Indiana
2002. Valparaiso, City of, Indiana
2003. Van Buren, Township of, Indiana
2004. Vanderburgh, County of, Indiana
2005. Vermillion, County of, Indiana
2006. Vernon, Township of, Indiana
2007. Vigo, County of, Indiana
2008. Vincennes, City of, Indiana
2009. Vincennes, Township of, Indiana
2010. Wabash, County of, Indiana
2011. Wabash, Township of, Indiana
2012. Warren, Township of, Indiana
2013. Warrick, County of, Indiana
2014. Warsaw, City of, Indiana
2015. Washington, City of, Indiana
2016. Washington, County of, Indiana
2017. Washington, Township of, Indiana
2018. Wayne, County of, Indiana
2019. Wayne, Township of, Indiana
2020. Wea, Township of, Indiana
2021. Wells, County of, Indiana
2022. West Lafayette, City of, Indiana
2023. Westchester, Township of, Indiana
2024. Westfield, City of, Indiana
2025. White, County of, Indiana
2026. White River, Township of, Indiana
2027. Whitley, County of, Indiana
2028. Winfield, Township of, Indiana
2029. Yorktown, Town of, Indiana
2030. Zionsville, Town of, Indiana
2031. Allen, County of, Kansas
2032. Andover, City of, Kansas
2033. Arkansas City, City of, Kansas
2034. Atchison, City of, Kansas
2035. Atchison, County of, Kansas
2036. Barton, County of, Kansas
2037. Bourbon, County of, Kansas
2038. Bruno, Township of, Kansas
2039. Butler, County of, Kansas
2040. Cherokee, County of, Kansas
2041. Cowley, County of, Kansas
2042. Crawford, County of, Kansas
2043. Derby, City of, Kansas
2044. Dickinson, County of, Kansas
2045. Dodge City, City of, Kansas
2046. Douglas, County of, Kansas
2047. El Dorado, City of, Kansas
2048. Ellis, County of, Kansas
2049. Emporia, City of, Kansas
2050. Fairmount, Township of, Kansas
2051. Finney, County of, Kansas
2052. Ford, County of, Kansas
2053. Franklin, County of, Kansas
2054. Garden City, City of, Kansas
2055. Gardner, City of, Kansas
2056. Geary, County of, Kansas
2057. Great Bend, City of, Kansas
2058. Harvey, County of, Kansas
2059. Hays, City of, Kansas
2060. Haysville, City of, Kansas
2061. Haysville, City of, Kansas
2062. Hutchinson, City of, Kansas
2063. Jackson, County of, Kansas
2064. Jefferson, County of, Kansas
2065. Johnson, County of, Kansas
2066. Junction City, City of, Kansas
2067. Kansas City, City of, Kansas
2068. Kansas City, City of, Kansas
2069. Labette, County of, Kansas
2070. Lansing, City of, Kansas

2071. Lawrence, City of, Kansas
2072. Lawrence, City of, Kansas
2073. Leavenworth, City of, Kansas
2074. Leavenworth, County of, Kansas
2075. Leawood, City of, Kansas
2076. Lenexa, City of, Kansas
2077. Liberal, City of, Kansas
2078. Lyon, County of, Kansas
2079. Madison, Township of, Kansas
2080. Manhattan, City of, Kansas
2081. Marion, County of, Kansas
2082. McPherson, City of, Kansas
2083. McPherson, County of, Kansas
2084. Merriam, City of, Kansas
2085. Miami, County of, Kansas
2086. Montgomery, County of, Kansas
2087. Nemaha, County of, Kansas
2088. Neosho, County of, Kansas
2089. Newton, City of, Kansas
2090. Olathe, City of, Kansas
2091. Osage, County of, Kansas
2092. Ottawa, City of, Kansas
2093. Overland Park, City of, Kansas
2094. Pittsburg, City of, Kansas
2095. Pottawatomie, County of, Kansas
2096. Prairie, Village of, City of, Kansas
2097. Reno, County of, Kansas
2098. Riley, County of, Kansas
2099. Riverside, Township of, Kansas
2100. Rockford, Township of, Kansas
2101. Salina, City of, Kansas
2102. Saline, County of, Kansas
2103. Sedgwick, County of, Kansas
2104. Seward, County of, Kansas
2105. Shawnee, City of, Kansas
2106. Shawnee, County of, Kansas
2107. Soldier, Township of, Kansas
2108. Sumner, County of, Kansas
2109. Topeka, City of, Kansas
2110. Wichita, City of, Kansas
2111. Winfield, City of, Kansas
2112. Wyandotte, County of, Kansas
2113. Adair, County of, Kentucky
2114. Allen, County of, Kentucky
2115. Anderson, County of, Kentucky
2116. Ashland, City of, Kentucky
2117. Bardstown, City of, Kentucky
2118. Barren, County of, Kentucky
2119. Bath, County of, Kentucky
2120. Bell, County of, Kentucky
2121. Berea, City of, Kentucky
2122. Boone, County of, Kentucky
2123. Bourbon, County of, Kentucky
2124. Bowling Green, City of, Kentucky
2125. Boyd, County of, Kentucky
2126. Boyle, County of, Kentucky
2127. Breathitt, County of, Kentucky
2128. Breckinridge, County of, Kentucky
2129. Bullitt, County of, Kentucky
2130. Butler, County of, Kentucky
2131. Caldwell, County of, Kentucky
2132. Calloway, County of, Kentucky
2133. Campbell, County of, Kentucky
2134. Campbellsville, City of, Kentucky
2135. Carroll, County of, Kentucky
2136. Carter, County of, Kentucky
2137. Casey, County of, Kentucky
2138. Christian, County of, Kentucky
2139. Clark, County of, Kentucky
2140. Clay, County of, Kentucky
2141. Clinton, County of, Kentucky
2142. Covington, City of, Kentucky
2143. Danville, City of, Kentucky
2144. Daviess, County of, Kentucky
2145. Edmonson, County of, Kentucky
2146. Elizabethtown, City of, Kentucky
2147. Erlanger, City of, Kentucky
2148. Estill, County of, Kentucky
2149. Fleming, County of, Kentucky
2150. Florence, City of, Kentucky
2151. Floyd, County of, Kentucky
2152. Fort Thomas, City of, Kentucky
2153. Frankfort, City of, Kentucky
2154. Franklin, County of, Kentucky
2155. Garrard, County of, Kentucky
2156. Georgetown, City of, Kentucky
2157. Glasgow, City of, Kentucky
2158. Grant, County of, Kentucky
2159. Graves, County of, Kentucky
2160. Grayson, County of, Kentucky
2161. Green, County of, Kentucky
2162. Greenup, County of, Kentucky

2163. Hardin, County of, Kentucky
2164. Harlan, County of, Kentucky
2165. Harrison, County of, Kentucky
2166. Hart, County of, Kentucky
2167. Henderson, City of, Kentucky
2168. Henderson, County of, Kentucky
2169. Henry, County of, Kentucky
2170. Hopkins, County of, Kentucky
2171. Hopkinsville, City of, Kentucky
2172. Independence, City of, Kentucky
2173. Jackson, County of, Kentucky
2174. Jeffersontown, City of, Kentucky
2175. Jessamine, County of, Kentucky
2176. Johnson, County of, Kentucky
2177. Kenton, County of, Kentucky
2178. Knott, County of, Kentucky
2179. Knox, County of, Kentucky
2180. Larue, County of, Kentucky
2181. Laurel, County of, Kentucky
2182. Lawrence, County of, Kentucky
2183. Lawrenceburg, City of, Kentucky
2184. Letcher, County of, Kentucky
2185. Lewis, County of, Kentucky
2186. Lexington-Fayette, Urban County of, Kentucky
2187. Lincoln, County of, Kentucky
2188. Logan, County of, Kentucky
2189. Louisville/Jefferson, County Metro of, Kentucky
2190. Lyndon, City of, Kentucky
2191. Madison, County of, Kentucky
2192. Madisonville, City of, Kentucky
2193. Magoffin, County of, Kentucky
2194. Marion, County of, Kentucky
2195. Marshall, County of, Kentucky
2196. Martin, County of, Kentucky
2197. Mason, County of, Kentucky
2198. McCracken, County of, Kentucky
2199. McCreary, County of, Kentucky
2200. Meade, County of, Kentucky
2201. Mercer, County of, Kentucky
2202. Metcalfe, County of, Kentucky
2203. Monroe, County of, Kentucky
2204. Montgomery, County of, Kentucky
2205. Morgan, County of, Kentucky
2206. Mount Washington, City of, Kentucky
2207. Muhlenberg, County of, Kentucky
2208. Murray, City of, Kentucky
2209. Nelson, County of, Kentucky
2210. Newport, City of, Kentucky
2211. Nicholasville, City of, Kentucky
2212. Ohio, County of, Kentucky
2213. Oldham, County of, Kentucky
2214. Owen, County of, Kentucky
2215. Owensboro, City of, Kentucky
2216. Paducah, City of, Kentucky
2217. Pendleton, County of, Kentucky
2218. Perry, County of, Kentucky
2219. Pike, County of, Kentucky
2220. Powell, County of, Kentucky
2221. Pulaski, County of, Kentucky
2222. Radcliff, City of, Kentucky
2223. Richmond, City of, Kentucky
2224. Rockcastle, County of, Kentucky
2225. Rowan, County of, Kentucky
2226. Russell, County of, Kentucky
2227. Scott, County of, Kentucky
2228. Shelby, County of, Kentucky
2229. Shelbyville, City of, Kentucky
2230. Shepherdsville, City of, Kentucky
2231. Shively, City of, Kentucky
2232. Simpson, County of, Kentucky
2233. Somerset, City of, Kentucky
2234. Spencer, County of, Kentucky
2235. St. Matthews, City of, Kentucky
2236. Taylor, County of, Kentucky
2237. Todd, County of, Kentucky
2238. Trigg, County of, Kentucky
2239. Union, County of, Kentucky
2240. Warren, County of, Kentucky
2241. Washington, County of, Kentucky
2242. Wayne, County of, Kentucky
2243. Webster, County of, Kentucky
2244. Whitley, County of, Kentucky
2245. Winchester, City of, Kentucky
2246. Woodford, County of, Kentucky
2247. Morgan, County of, Kentucky Louisiana
2248. Abbeville, City of, Louisiana
2249. Acadia, Parish of, Louisiana

2250. Alexandria, City of, Louisiana
2251. Allen, Parish of, Louisiana
2252. Ascension, Parish of, Louisiana
2253. Assumption, Parish of, Louisiana
2254. Avoyelles, Parish of, Louisiana
2255. Baker, City of, Louisiana
2256. Bastrop, City of, Louisiana
2257. Baton Rouge, City of, Louisiana
2258. Beauregard, Parish of, Louisiana
2259. Bienville, Parish of, Louisiana
2260. Bogalusa, City of, Louisiana
2261. Bossier City, City of, Louisiana
2262. Bossier, Parish of, Louisiana
2263. Broussard, City of, Louisiana
2264. Caddo, Parish of, Louisiana
2265. Calcasieu, Parish of, Louisiana
2266. Central, City of, Louisiana
2267. Claiborne, Parish of, Louisiana
2268. Concordia, Parish of, Louisiana
2269. Covington, City of, Louisiana
2270. Crowley, City of, Louisiana
2271. De Soto, Parish of, Louisiana
2272. DeRidder, City of, Louisiana
2273. East Baton Rouge, Parish of, Louisiana
2274. East Feliciana, Parish of, Louisiana
2275. Evangeline, Parish of, Louisiana
2276. Franklin, Parish of, Louisiana
2277. Gonzales, City of, Louisiana
2278. Grant, Parish of, Louisiana
2279. Gretna, City of, Louisiana
2280. Hammond, City of, Louisiana
2281. Iberia, Parish of, Louisiana
2282. Iberville, Parish of, Louisiana
2283. Jackson, Parish of, Louisiana
2284. Jefferson Davis, Parish of, Louisiana
2285. Jefferson, Parish of, Louisiana
2286. Kenner, City of, Louisiana
2287. Lafayette, City of, Louisiana
2288. Lafayette, Parish of, Louisiana
2289. Lafourche, Parish of, Louisiana
2290. Lake Charles, City of, Louisiana
2291. LaSalle, Parish of, Louisiana
2292. Lincoln, Parish of, Louisiana
2293. Livingston, Parish of, Louisiana
2294. Madison, Parish of, Louisiana
2295. Mandeville, City of, Louisiana
2296. Minden, City of, Louisiana
2297. Monroe, City of, Louisiana
2298. Morehouse, Parish of, Louisiana
2299. Morgan City, City of, Louisiana
2300. Natchitoches, City of, Louisiana
2301. Natchitoches, Parish of, Louisiana
2302. New Iberia, City of, Louisiana
2303. New Orleans, City of, Louisiana
2304. Orleans, Parish of, Louisiana
2305. Opelousas, City of, Louisiana
2306. Ouachita, Parish of, Louisiana
2307. Pineville, City of, Louisiana
2308. Plaquemines, Parish of, Louisiana
2309. Pointe Coupee, Parish of, Louisiana
2310. Rapides, Parish of, Louisiana
2311. Richland, Parish of, Louisiana
2312. Ruston, City of, Louisiana
2313. Sabine, Parish of, Louisiana
2314. Shreveport, City of, Louisiana
2315. Slidell, City of, Louisiana
2316. St. Bernard, Parish of, Louisiana
2317. St. Charles, Parish of, Louisiana
2318. St. Helena, Parish of, Louisiana
2319. St. James, Parish of, Louisiana
2320. St. John the Baptist, Parish of, Louisiana
2321. St. Landry, Parish of, Louisiana
2322. St. Martin, Parish of, Louisiana
2323. St. Mary, Parish of, Louisiana
2324. St. Tammany, Parish of, Louisiana
2325. Sulphur, City of, Louisiana
2326. Tangipahoa, Parish of, Louisiana
2327. Terrebonne, Parish of/ Houma, City of, Louisiana
2328. Thibodaux, City of, Louisiana
2329. Union, Parish of, Louisiana
2330. Vermilion, Parish of, Louisiana
2331. Vernon, Parish of, Louisiana
2332. Washington, Parish of, Louisiana
2333. Webster, Parish of, Louisiana
2334. West Baton Rouge, Parish of, Louisiana
2335. West Carroll, Parish of, Louisiana
2336. West Feliciana, Parish of, Louisiana
2337. West Monroe, City of, Louisiana

- 2338. Winn, Parish of, Louisiana
- 2339. Youngsville, City of, Louisiana
- 2340. Zachary, City of, Louisiana
- 2341. Aberdeen, City of, Maryland
- 2342. Allegany, County of, Maryland
- 2343. Annapolis, City of, Maryland
- 2344. Anne Arundel, County of, Maryland
- 2345. Baltimore, City of, Maryland
- 2346. Baltimore, County of, Maryland
- 2347. Bel Air, Town of, Maryland
- 2348. Bowie, City of, Maryland
- 2349. Calvert, County of, Maryland
- 2350. Cambridge, City of, Maryland
- 2351. Caroline, County of, Maryland
- 2352. Carroll, County of, Maryland
- 2353. Cecil, County of, Maryland
- 2354. Charles, County of, Maryland
- 2355. College Park, City of, Maryland
- 2356. Cumberland, City of, Maryland
- 2357. Dorchester, County of, Maryland
- 2358. Easton, Town of, Maryland
- 2359. Elkton, Town of, Maryland
- 2360. Frederick, City of, Maryland
- 2361. Frederick, County of, Maryland
- 2362. Gaithersburg, City of, Maryland
- 2363. Garrett, County of, Maryland
- 2364. Greenbelt, City of, Maryland
- 2365. Hagerstown, City of, Maryland
- 2366. Harford, County of, Maryland
- 2367. Havre de Grace, City of, Maryland
- 2368. Howard, County of, Maryland
- 2369. Hyattsville, City of, Maryland
- 2370. Kent, County of, Maryland
- 2371. Laurel, City of, Maryland
- 2372. Montgomery, County of, Maryland
- 2373. New Carrollton, City of, Maryland
- 2374. Prince George's, County of, Maryland
- 2375. Queen Anne's, County of, Maryland
- 2376. Rockville, City of, Maryland
- 2377. Salisbury, City of, Maryland
- 2378. Somerset, County of, Maryland
- 2379. St. Mary's, County of, Maryland
- 2380. Takoma Park, City of, Maryland
- 2381. Talbot, County of, Maryland
- 2382. Washington, County of, Maryland
- 2383. Westminster, City of, Maryland
- 2384. Wicomico, County of, Maryland
- 2385. Worcester, County of, Maryland
- 2386. Ada, Township of, Michigan
- 2387. Adrian, City of, Michigan
- 2388. Alcona, County of, Michigan
- 2389. Algoma, Township of, Michigan
- 2390. Allegan, County of, Michigan
- 2391. Allen Park, City of, Michigan
- 2392. Allendale, Charter Township of, Michigan
- 2393. Alpena, County of, Michigan
- 2394. Alpine, Township of, Michigan
- 2395. Ann Arbor, City of, Michigan
- 2396. Antrim, County of, Michigan
- 2397. Antwerp, Township of, Michigan
- 2398. Arenac, County of, Michigan
- 2399. Auburn Hills, City of, Michigan
- 2400. Bangor, Charter Township of, Michigan
- 2401. Barry, County of, Michigan
- 2402. Bath, Charter Township of, Michigan
- 2403. Battle Creek, City of, Michigan
- 2404. Bay City, City of, Michigan
- 2405. Bay, County of, Michigan
- 2406. Bedford, Township of, Michigan
- 2407. Benton, Charter Township of, Michigan
- 2408. Benzie, County of, Michigan
- 2409. Berkley, City of, Michigan
- 2410. Berrien, County of, Michigan
- 2411. Beverly Hills, Village of, Michigan
- 2412. Big Rapids, City of, Michigan
- 2413. Birmingham, City of, Michigan
- 2414. Blackman, Charter Township of, Michigan
- 2415. Bloomfield, Charter Township of, Michigan
- 2416. Branch, County of, Michigan
- 2417. Brandon, Charter Township of, Michigan
- 2418. Brighton, Township of, Michigan
- 2419. Brownstown, Charter Township of, Michigan
- 2420. Burton, City of, Michigan

- 2421. Byron, Township of, Michigan
- 2422. Cadillac, City of, Michigan
- 2423. Caledonia, Township of, Michigan
- 2424. Calhoun, County of, Michigan
- 2425. Cannon, Township of, Michigan
- 2426. Canton, Charter Township of, Michigan
- 2427. Cascade, Charter Township of, Michigan
- 2428. Cass, County of, Michigan
- 2429. Charlevoix, County of, Michigan
- 2430. Cheboygan, County of, Michigan
- 2431. Chesterfield, Township of, Michigan
- 2432. Chippewa, County of, Michigan
- 2433. Clare, County of, Michigan
- 2434. Clawson, City of, Michigan
- 2435. Clinton, Charter Township of, Michigan
- 2436. Clinton, County of, Michigan
- 2437. Coldwater, City of, Michigan
- 2438. Commerce, Charter Township of, Michigan
- 2439. Comstock, Charter Township of, Michigan
- 2440. Cooper, Charter Township of, Michigan
- 2441. Crawford, County of, Michigan
- 2442. Davison, Township of, Michigan
- 2443. Dearborn, City of, Michigan
- 2444. Dearborn Heights, City of, Michigan
- 2445. Delhi, Charter Township of, Michigan
- 2446. Delta, Charter Township of, Michigan
- 2447. Delta, County of, Michigan
- 2448. Detroit, City of, Michigan
- 2449. DeWitt, Charter Township of, Michigan
- 2450. Dickinson, County of, Michigan
- 2451. East Bay, Township of, Michigan
- 2452. East Grand Rapids, City of, Michigan
- 2453. East Lansing, City of, Michigan
- 2454. Eastpointe, City of, Michigan
- 2455. Eaton, County of, Michigan
- 2456. Egelston, Township of, Michigan
- 2457. Emmet, County of, Michigan
- 2458. Emmett, Charter Township of, Michigan
- 2459. Escanaba, City of, Michigan
- 2460. Farmington, City of, Michigan
- 2461. Farmington Hills, City of, Michigan
- 2462. Fenton, Charter Township of, Michigan
- 2463. Fenton, City of, Michigan
- 2464. Ferndale, City of, Michigan
- 2465. Flat Rock, City of, Michigan
- 2466. Flint, Charter Township of, Michigan
- 2467. Flint, City of, Michigan
- 2468. Flushing, Charter Township of, Michigan
- 2469. Fort Gratiot, Charter Township of, Michigan
- 2470. Fraser, City of, Michigan
- 2471. Frenchtown, Township of, Michigan
- 2472. Fruitport, Charter Township of, Michigan
- 2473. Gaines, Charter Township of, Michigan
- 2474. Garden City, City of, Michigan
- 2475. Garfield, Charter Township of, Michigan
- 2476. Genesee, Charter Township of, Michigan
- 2477. Genesee, County of, Michigan
- 2478. Genoa, Township of, Michigan
- 2479. Georgetown, Charter Township of, Michigan
- 2480. Gladwin, County of, Michigan
- 2481. Gogebic, County of, Michigan
- 2482. Grand Blanc, Charter Township of, Michigan
- 2483. Grand Haven, Charter Township of, Michigan
- 2484. Grand Haven, City of, Michigan
- 2485. Grand Rapids, Charter Township of, Michigan
- 2486. Grand Rapids, City of, Michigan
- 2487. Grand Traverse, County of, Michigan
- 2488. Grandville, City of, Michigan

- 2489. Gratiot, County of, Michigan
- 2490. Green Oak, Township of, Michigan
- 2491. Grosse Ile, Township of, Michigan
- 2492. Grosse Pointe Park, City of, Michigan
- 2493. Grosse Pointe Woods, City of, Michigan
- 2494. Hamburg, Township of, Michigan
- 2495. Hamtramck, City of, Michigan
- 2496. Harper Woods, City of, Michigan
- 2497. Harrison, Charter Township of, Michigan
- 2498. Hartland, Township of, Michigan
- 2499. Hazel Park, City of, Michigan
- 2500. Highland, Charter Township of, Michigan
- 2501. Highland Park, City of, Michigan
- 2502. Hillsdale, County of, Michigan
- 2503. Holland, Charter Township of, Michigan
- 2504. Holland, City of, Michigan
- 2505. Holly, Township of, Michigan
- 2506. Houghton, County of, Michigan
- 2507. Huron, Charter Township of, Michigan
- 2508. Huron, County of, Michigan
- 2509. Independence, Charter Township of, Michigan
- 2510. Ingham, County of, Michigan
- 2511. Inkster, City of, Michigan
- 2512. Ionia, City of, Michigan
- 2513. Ionia, County of, Michigan
- 2514. Iosco, County of, Michigan
- 2515. Iron, County of, Michigan
- 2516. Isabella, County of, Michigan
- 2517. Jackson, City of, Michigan
- 2518. Jackson, County of, Michigan
- 2519. Kalamazoo, Charter Township of, Michigan
- 2520. Kalamazoo, City of, Michigan
- 2521. Kalamazoo, County of, Michigan
- 2522. Kalkaska, County of, Michigan
- 2523. Kent, County of, Michigan
- 2524. Kentwood, City of, Michigan
- 2525. Lake, County of, Michigan
- 2526. Lansing, City of, Michigan
- 2527. Lapeer, County of, Michigan
- 2528. Leelanau, County of, Michigan
- 2529. Lenawee, County of, Michigan
- 2530. Lenox, Township of, Michigan
- 2531. Leoni, Township of, Michigan
- 2532. Lincoln, Charter Township of, Michigan
- 2533. Lincoln Park, City of, Michigan
- 2534. Livingston, County of, Michigan
- 2535. Livonia, City of, Michigan
- 2536. Lyon, Charter Township of, Michigan
- 2537. Mackinac, County of, Michigan
- 2538. Macomb, County of, Michigan
- 2539. Macomb, Township of, Michigan
- 2540. Madison Heights, City of, Michigan
- 2541. Manistee, County of, Michigan
- 2542. Marion, Township of, Michigan
- 2543. Marquette, City of, Michigan
- 2544. Marquette, County of, Michigan
- 2545. Mason, County of, Michigan
- 2546. Mecosta, County of, Michigan
- 2547. Melvindale, City of, Michigan
- 2548. Menominee, County of, Michigan
- 2549. Meridian, Charter Township of, Michigan
- 2550. Midland, City of, Michigan
- 2551. Midland, County of, Michigan
- 2552. Milford, Charter Township of, Michigan
- 2553. Missaukee, County of, Michigan
- 2554. Monitor, Charter Township of, Michigan
- 2555. Monroe, Charter Township of, Michigan
- 2556. Monroe, City of, Michigan
- 2557. Monroe, County of, Michigan
- 2558. Montcalm, County of, Michigan
- 2559. Mount Clemens, City of, Michigan
- 2560. Mount Morris, Township of, Michigan
- 2561. Mount Pleasant, City of, Michigan
- 2562. Mundy, Township of, Michigan
- 2563. Muskegon, Charter Township of, Michigan
- 2564. Muskegon, City of, Michigan

- 2565. Muskegon, County of, Michigan
- 2566. Muskegon Heights, City of, Michigan
- 2567. New Baltimore, City of, Michigan
- 2568. Newaygo, County of, Michigan
- 2569. Niles, City of, Michigan
- 2570. Niles, Township of, Michigan
- 2571. Northville, Township of, Michigan
- 2572. Norton Shores, City of, Michigan
- 2573. Novi, City of, Michigan
- 2574. Oak Park, City of, Michigan
- 2575. Oakland, Charter Township of, Michigan
- 2576. Oakland, County of, Michigan
- 2577. Oceana, County of, Michigan
- 2578. Oceola, Township of, Michigan
- 2579. Ogemaw, County of, Michigan
- 2580. Orion, Charter Township of, Michigan
- 2581. Osceola, County of, Michigan
- 2582. Oshtemo, Charter Township of, Michigan
- 2583. Otsego, County of, Michigan
- 2584. Ottawa, County of, Michigan
- 2585. Owosso, City of, Michigan
- 2586. Oxford, Charter Township of, Michigan
- 2587. Park, Township of, Michigan
- 2588. Pittsfield, Charter Township of, Michigan
- 2589. Plainfield, Charter Township of, Michigan
- 2590. Plymouth, Charter Township of, Michigan
- 2591. Pontiac, City of, Michigan
- 2592. Port Huron, Charter Township of, Michigan
- 2593. Port Huron, City of, Michigan
- 2594. Portage, City of, Michigan
- 2595. Presque Isle, County of, Michigan
- 2596. Redford, Charter Township of, Michigan
- 2597. Riverview, City of, Michigan
- 2598. Rochester, City of, Michigan
- 2599. Rochester Hills, City of, Michigan
- 2600. Romulus, City of, Michigan
- 2601. Roscommon, County of, Michigan
- 2602. Roseville, City of, Michigan
- 2603. Royal Oak, City of, Michigan
- 2604. Saginaw, Charter Township of, Michigan
- 2605. Saginaw, City of, Michigan
- 2606. Saginaw, County of, Michigan
- 2607. Sanilac, County of, Michigan
- 2608. Sault Ste. Marie, City of, Michigan
- 2609. Scio, Township of, Michigan
- 2610. Shelby, Charter Township of, Michigan
- 2611. Shiawassee, County of, Michigan
- 2612. South Lyon, City of, Michigan
- 2613. Southfield, City of, Michigan
- 2614. Southfield, Township of, Michigan
- 2615. Southgate, City of, Michigan
- 2616. Spring Lake, Township of, Michigan
- 2617. Springfield, Charter Township of, Michigan
- 2618. St. Clair, County of, Michigan
- 2619. St. Clair Shores, City of, Michigan
- 2620. St. Joseph, County of, Michigan
- 2621. Sterling Heights, City of, Michigan
- 2622. Sturgis, City of, Michigan
- 2623. Summit, Township of, Michigan
- 2624. Superior, Charter Township of, Michigan
- 2625. Taylor, City of, Michigan
- 2626. Texas, Charter Township of, Michigan
- 2627. Thomas, Township of, Michigan
- 2628. Traverse City, City of, Michigan
- 2629. Trenton, City of, Michigan
- 2630. Troy, City of, Michigan
- 2631. Tuscola, County of, Michigan
- 2632. Tyrone, Township of, Michigan
- 2633. Union, Charter Township of, Michigan
- 2634. Van Buren, Charter Township of, Michigan
- 2635. Van Buren, County of, Michigan
- 2636. Vienna, Charter Township of, Michigan
- 2637. Walker, City of, Michigan
- 2638. Warren, City of, Michigan

2639. Washington, Township of, Michigan
2640. Washtenaw, County of, Michigan
2641. Waterford, Charter Township of, Michigan
2642. Wayne, City of, Michigan
2643. Wayne, County of, Michigan
2644. West Bloomfield, Charter Township of, Michigan
2645. Westland, City of, Michigan
2646. Wexford, County of, Michigan
2647. White Lake, Charter Township of, Michigan
2648. Wixom, City of, Michigan
2649. Woodhaven, City of, Michigan
2650. Wyandotte, City of, Michigan
2651. Wyoming, City of, Michigan
2652. Ypsilanti, Charter Township of, Michigan
2653. Ypsilanti, City of, Michigan
2654. Zeeland, Charter Township of, Michigan
2655. Adams, County of, Mississippi
2656. Alcorn, County of, Mississippi
2657. Amite, County of, Mississippi
2658. Attala, County of, Mississippi
2659. Bay St. Louis, City of, Mississippi
2660. Biloxi, City of, Mississippi
2661. Bolivar, County of, Mississippi
2662. Brandon, City of, Mississippi
2663. Brookhaven, City of, Mississippi
2664. Byram, City of, Mississippi
2665. Calhoun, County of, Mississippi
2666. Canton, City of, Mississippi
2667. Chickasaw, County of, Mississippi
2668. Clarke, County of, Mississippi
2669. Clarksdale, City of, Mississippi
2670. Clay, County of, Mississippi
2671. Cleveland, City of, Mississippi
2672. Clinton, City of, Mississippi
2673. Coahoma, County of, Mississippi
2674. Columbus, City of, Mississippi
2675. Copiah, County of, Mississippi
2676. Corinth, City of, Mississippi
2677. Covington, County of, Mississippi
2678. DeSoto, County of, Mississippi
2679. D'Iberville, City of, Mississippi
2680. Forrest, County of, Mississippi
2681. Gautier, City of, Mississippi
2682. George, County of, Mississippi
2683. Greene, County of, Mississippi
2684. Greenville, City of, Mississippi
2685. Greenwood, City of, Mississippi
2686. Grenada, City of, Mississippi
2687. Grenada, County of, Mississippi
2688. Gulfport, City of, Mississippi
2689. Hancock, County of, Mississippi
2690. Harrison, County of, Mississippi
2691. Hattiesburg, City of, Mississippi
2692. Hernando, City of, Mississippi
2693. Hinds, County of, Mississippi
2694. Holmes, County of, Mississippi
2695. Horn Lake, City of, Mississippi
2696. Itawamba, County of, Mississippi
2697. Jackson, City of, Mississippi
2698. Jackson, County of, Mississippi
2699. Jasper, County of, Mississippi
2700. Jefferson Davis, County of, Mississippi
2701. Jones, County of, Mississippi
2702. Lafayette, County of, Mississippi
2703. Lamar, County of, Mississippi
2704. Lauderdale, County of, Mississippi
2705. Laurel, City of, Mississippi
2706. Lawrence, County of, Mississippi
2707. Leake, County of, Mississippi
2708. Lee, County of, Mississippi
2709. Leflore, County of, Mississippi
2710. Lincoln, County of, Mississippi
2711. Long Beach, City of, Mississippi
2712. Lowndes, County of, Mississippi
2713. Madison, City of, Mississippi
2714. Madison, County of, Mississippi
2715. Marion, County of, Mississippi
2716. Marshall, County of, Mississippi
2717. McComb, City of, Mississippi
2718. Meridian, City of, Mississippi
2719. Monroe, County of, Mississippi
2720. Moss Point, City of, Mississippi
2721. Natchez, City of, Mississippi
2722. Neshoba, County of, Mississippi
2723. Newton, County of, Mississippi
2724. Noxubee, County of, Mississippi

2725. Ocean Springs, City of, Mississippi
2726. Oktibbeha, County of, Mississippi
2727. Olive Branch, City of, Mississippi
2728. Oxford, City of, Mississippi
2729. Panola, County of, Mississippi
2730. Pascagoula, City of, Mississippi
2731. Pearl, City of, Mississippi
2732. Pearl River, County of, Mississippi
2733. Perry, County of, Mississippi
2734. Petal, City of, Mississippi
2735. Picayune, City of, Mississippi
2736. Pike, County of, Mississippi
2737. Pontotoc, County of, Mississippi
2738. Prentiss, County of, Mississippi
2739. Rankin, County of, Mississippi
2740. Ridgeland, City of, Mississippi
2741. Scott, County of, Mississippi
2742. Simpson, County of, Mississippi
2743. Smith, County of, Mississippi
2744. Southaven, City of, Mississippi
2745. Starkville, City of, Mississippi
2746. Stone, County of, Mississippi
2747. Sunflower, County of, Mississippi
2748. Tallahatchie, County of, Mississippi
2749. Tate, County of, Mississippi
2750. Tippah, County of, Mississippi
2751. Tishomingo, County of, Mississippi
2752. Tupelo, City of, Mississippi
2753. Union, County of, Mississippi
2754. Vicksburg, City of, Mississippi
2755. Walthall, County of, Mississippi
2756. Warren, County of, Mississippi
2757. Washington, County of, Mississippi
2758. Wayne, County of, Mississippi
2759. West Point, City of, Mississippi
2760. Winston, County of, Mississippi
2761. Yalobusha, County of, Mississippi
2762. Yazoo City, City of, Mississippi
2763. Yazoo, County of, Mississippi
2764. Adair, County of, Missouri
2765. Andrew, County of, Missouri
2766. Arnold, City of, Missouri
2767. Audrain, County of, Missouri
2768. Ballwin, City of, Missouri
2769. Barry, County of, Missouri
2770. Barton, County of, Missouri
2771. Bates, County of, Missouri
2772. Bellefontaine Neighbors, City of, Missouri
2773. Belton, City of, Missouri
2774. Benton, County of, Missouri
2775. Blue Springs, City of, Missouri
2776. Bolivar, City of, Missouri
2777. Bollinger, County of, Missouri
2778. Boone, County of, Missouri
2779. Branson, City of, Missouri
2780. Bridgeton, City of, Missouri
2781. Buchanan, County of, Missouri
2782. Butler, County of, Missouri
2783. Callaway, County of, Missouri
2784. Camden, County of, Missouri
2785. Cape Girardeau, City of, Missouri
2786. Cape Girardeau, County of, Missouri
2787. Carthage, City of, Missouri
2788. Cass, County of, Missouri
2789. Cedar, County of, Missouri
2790. Chesterfield, City of, Missouri
2791. Christian, County of, Missouri
2792. Clay, County of, Missouri
2793. Clayton, City of, Missouri
2794. Clinton, County of, Missouri
2795. Cole, County of, Missouri
2796. Columbia, City of, Missouri
2797. Cooper, County of, Missouri
2798. Crawford, County of, Missouri
2799. Crestwood, City of, Missouri
2800. Creve Coeur, City of, Missouri
2801. Dallas, County of, Missouri
2802. Dardenne Prairie, City of, Missouri
2803. DeKalb, County of, Missouri
2804. Dent, County of, Missouri
2805. Douglas, County of, Missouri
2806. Dunklin, County of, Missouri
2807. Eureka, City of, Missouri
2808. Excelsior Springs, City of, Missouri
2809. Farmington, City of, Missouri
2810. Ferguson, City of, Missouri
2811. Festus, City of, Missouri
2812. Florissant, City of, Missouri
2813. Franklin, County of, Missouri
2814. Fulton, City of, Missouri
2815. Gasconade, County of, Missouri

2816. Gladstone, City of, Missouri
2817. Grain Valley, City of, Missouri
2818. Grandview, City of, Missouri
2819. Greene, County of, Missouri
2820. Hannibal, City of, Missouri
2821. Harrisonville, City of, Missouri
2822. Hazelwood, City of, Missouri
2823. Henry, County of, Missouri
2824. Howard, County of, Missouri
2825. Howell, County of, Missouri
2826. Independence, City of, Missouri
2827. Independence, Township of, Missouri
2828. Iron, County of, Missouri
2829. Jackson, City of, Missouri
2830. Jackson, County of, Missouri
2831. Jasper, County of, Missouri
2832. Jefferson City, City of, Missouri
2833. Jefferson, County of, Missouri
2834. Jennings, City of, Missouri
2835. Johnson, County of, Missouri
2836. Joplin, City of, Missouri
2837. Kansas City, City of, Missouri
2838. Kearney, City of, Missouri
2839. Kennett, City of, Missouri
2840. Kirksville, City of, Missouri
2841. Kirkwood, City of, Missouri
2842. Laclede, County of, Missouri
2843. Lafayette, County of, Missouri
2844. Lake St. Louis, City of, Missouri
2845. Lawrence, County of, Missouri
2846. Lebanon, City of, Missouri
2847. Lee's Summit, City of, Missouri
2848. Liberty, City of, Missouri
2849. Liberty, Township of, Missouri
2850. Lincoln, County of, Missouri
2851. Linn, County of, Missouri
2852. Livingston, County of, Missouri
2853. Macon, County of, Missouri
2854. Madison, County of, Missouri
2855. Manchester, City of, Missouri
2856. Marion, County of, Missouri
2857. Marshall, City of, Missouri
2858. Maryland Heights, City of, Missouri
2859. Maryville, City of, Missouri
2860. McDonald, County of, Missouri
2861. Mexico, City of, Missouri
2862. Miller, County of, Missouri
2863. Mississippi, County of, Missouri
2864. Moberly, City of, Missouri
2865. Moniteau, County of, Missouri
2866. Montgomery, County of, Missouri
2867. Morgan, County of, Missouri
2868. Neosho, City of, Missouri
2869. New Madrid, County of, Missouri
2870. Newton, County of, Missouri
2871. Nixa, City of, Missouri
2872. Nodaway, County of, Missouri
2873. O'Fallon, City of, Missouri
2874. Oregon, County of, Missouri
2875. Osage, County of, Missouri
2876. Overland, City of, Missouri
2877. Ozark, City of, Missouri
2878. Pemiscot, County of, Missouri
2879. Perry, County of, Missouri
2880. Pettis, County of, Missouri
2881. Phelps, County of, Missouri
2882. Pike, County of, Missouri
2883. Platte, County of, Missouri
2884. Polk, County of, Missouri
2885. Polk, Township of, Missouri
2886. Poplar Bluff, City of, Missouri
2887. Pulaski, County of, Missouri
2888. Ralls, County of, Missouri
2889. Randolph, County of, Missouri
2890. Ray, County of, Missouri
2891. Raymore, City of, Missouri
2892. Raytown, City of, Missouri
2893. Republic, City of, Missouri
2894. Ripley, County of, Missouri
2895. Rolla, City of, Missouri
2896. Saline, County of, Missouri
2897. Scott, County of, Missouri
2898. Sedalia, City of, Missouri
2899. Sikeston, City of, Missouri
2900. Smithville, City of, Missouri
2901. Springfield, City of, Missouri
2902. St. Ann, City of, Missouri
2903. St. Charles, City of, Missouri
2904. St. Charles, County of, Missouri
2905. St. Francois, County of, Missouri
2906. St. Joseph, City of, Missouri

2907. St. Louis, City of, Missouri
2908. St. Louis, County of, Missouri
2909. St. Peters, City of, Missouri
2910. Ste. Genevieve, County of, Missouri
2911. Stoddard, County of, Missouri
2912. Stone, County of, Missouri
2913. Taney, County of, Missouri
2914. Texas, County of, Missouri
2915. Town and Country, City of, Missouri
2916. Troy, City of, Missouri
2917. Union, City of, Missouri
2918. University City, City of, Missouri
2919. Vernon, County of, Missouri
2920. Warren, County of, Missouri
2921. Warrensburg, City of, Missouri
2922. Washington, City of, Missouri
2923. Washington, County of, Missouri
2924. Wayne, County of, Missouri
2925. Webb City, City of, Missouri
2926. Webster, County of, Missouri
2927. Webster Groves, City of, Missouri
2928. Wentzville, City of, Missouri
2929. West Plains, City of, Missouri
2930. Wildwood, City of, Missouri
2931. Wright, County of, Missouri
2932. Big Horn, County of, Montana
2933. Billings, City of, Montana
2934. Bozeman, City of, Montana
2935. Butte-Silver Bow, Montana
2936. Carbon, County of, Montana
2937. Cascade, County of, Montana
2938. Custer, County of, Montana
2939. Fergus, County of, Montana
2940. Flathead, County of, Montana
2941. Gallatin, County of, Montana
2942. Glacier, County of, Montana
2943. Great Falls, City of, Montana
2944. Helena, City of, Montana
2945. Hill, County of, Montana
2946. Jefferson, County of, Montana
2947. Kalispell, City of, Montana
2948. Lake, County of, Montana
2949. Lewis and Clark, County of, Montana
2950. Lincoln, County of, Montana
2951. Missoula, City of, Montana
2952. Missoula, County of, Montana
2953. Park, County of, Montana
2954. Ravalli, County of, Montana
2955. Richland, County of, Montana
2956. Roosevelt, County of, Montana
2957. Sanders, County of, Montana
2958. Yellowstone, County of, Montana
2959. Adams, County of, Nebraska
2960. Beatrice, City of, Nebraska
2961. Bellevue, City of, Nebraska
2962. Box Butte, County of, Nebraska
2963. Buffalo, County of, Nebraska
2964. Cass, County of, Nebraska
2965. Colfax, County of, Nebraska
2966. Columbus, City of, Nebraska
2967. Custer, County of, Nebraska
2968. Dakota, County of, Nebraska
2969. Dawson, County of, Nebraska
2970. Dodge, County of, Nebraska
2971. Douglas, County of, Nebraska
2972. Fremont, City of, Nebraska
2973. Gage, County of, Nebraska
2974. Grand Island, City of, Nebraska
2975. Hall, County of, Nebraska
2976. Hastings, City of, Nebraska
2977. Holt, County of, Nebraska
2978. Kearney, City of, Nebraska
2979. La Vista, City of, Nebraska
2980. Lancaster, County of, Nebraska
2981. Lexington, City of, Nebraska
2982. Lincoln, City of, Nebraska
2983. Lincoln, County of, Nebraska
2984. Madison, County of, Nebraska
2985. Norfolk, City of, Nebraska
2986. North Platte, City of, Nebraska
2987. Omaha, City of, Nebraska
2988. Otoe, County of, Nebraska
2989. Papillion, City of, Nebraska
2990. Platte, County of, Nebraska
2991. Red Willow, County of, Nebraska
2992. Saline, County of, Nebraska
2993. Sarpy, County of, Nebraska
2994. Saunders, County of, Nebraska
2995. Scotts Bluff, County of, Nebraska
2996. Scottsbluff, City of, Nebraska
2997. Seward, County of, Nebraska

2998. South Sioux City, City of, Nebraska
2999. Washington, County of, Nebraska
3000. York, County of, Nebraska
3001. Boulder City, City of, Nevada
3002. Carson, City of, Nevada
3003. Churchill, County of, Nevada
3004. Clark, County of, Nevada
3005. Douglas, County of, Nevada
3006. Elko, City of, Nevada
3007. Elko, County of, Nevada
3008. Fernley, City of, Nevada
3009. Henderson, City of, Nevada
3010. Humboldt, County of, Nevada
3011. Las Vegas, City of, Nevada
3012. Lyon, County of, Nevada
3013. Mesquite, City of, Nevada
3014. North Las Vegas, City of, Nevada
3015. Nye, County of, Nevada
3016. Reno, City of, Nevada
3017. Sparks, City of, Nevada
3018. Washoe, County of, Nevada
3019. Alamance, County of, North Carolina
3020. Albemarle, City of, North Carolina
3021. Alexander, County of, North Carolina
3022. Alleghany, County of, North Carolina
3023. Anson, County of, North Carolina
3024. Apex, Town of, North Carolina
3025. Archdale, City of, North Carolina
3026. Ashe, County of, North Carolina
3027. Asheboro, City of, North Carolina
3028. Asheville, City of, North Carolina
3029. Avery, County of, North Carolina
3030. Beaufort, County of, North Carolina
3031. Belmont, City of, North Carolina
3032. Bertie, County of, North Carolina
3033. Bladen, County of, North Carolina
3034. Boone, Town of, North Carolina
3035. Brunswick, County of, North Carolina
3036. Buncombe, County of, North Carolina
3037. Burke, County of, North Carolina
3038. Burlington, City of, North Carolina
3039. Cabarrus, County of, North Carolina
3040. Caldwell, County of, North Carolina
3041. Camden, County of, North Carolina
3042. Carrboro, Town of, North Carolina
3043. Carteret, County of, North Carolina
3044. Cary, Town of, North Carolina
3045. Caswell, County of, North Carolina
3046. Catawba, County of, North Carolina
3047. Chapel Hill, Town of, North Carolina
3048. Charlotte, City of, North Carolina
3049. Chatham, County of, North Carolina
3050. Cherokee, County of, North Carolina
3051. Chowan, County of, North Carolina
3052. Clay, County of, North Carolina
3053. Clayton, Town of, North Carolina
3054. Clemmons, Village of, North Carolina
3055. Cleveland, County of, North Carolina
3056. Columbus, County of, North Carolina
3057. Concord, City of, North Carolina
3058. Cornelius, Town of, North Carolina
3059. Craven, County of, North Carolina
3060. Cumberland, County of, North Carolina
3061. Currituck, County of, North Carolina
3062. Dare, County of, North Carolina
3063. Davidson, County of, North Carolina
3064. Davidson, Town of, North Carolina
3065. Davie, County of, North Carolina
3066. Duplin, County of, North Carolina
3067. Durham, City of, North Carolina
3068. Durham, County of, North Carolina
3069. Eden, City of, North Carolina
3070. Edgecombe, County of, North Carolina
3071. Elizabeth City, City of, North Carolina
3072. Elon, Town of, North Carolina
3073. Fayetteville, City of, North Carolina
3074. Forsyth, County of, North Carolina
3075. Franklin, County of, North Carolina
3076. Fuquay-Varina, Town of, North Carolina

3077. Garner, Town of, North Carolina
3078. Gaston, County of, North Carolina
3079. Gastonia, City of, North Carolina
3080. Gates, County of, North Carolina
3081. Goldsboro, City of, North Carolina
3082. Graham, City of, North Carolina
3083. Granville, County of, North Carolina
3084. Greene, County of, North Carolina
3085. Greensboro, City of, North Carolina
3086. Greenville, City of, North Carolina
3087. Guilford, County of, North Carolina
3088. Halifax, County of, North Carolina
3089. Harnett, County of, North Carolina
3090. Harrisburg, Town of, North Carolina
3091. Havelock, City of, North Carolina
3092. Haywood, County of, North Carolina
3093. Henderson, City of, North Carolina
3094. Henderson, County of, North Carolina
3095. Hendersonville, City of, North Carolina
3096. Hertford, County of, North Carolina
3097. Hickory, City of, North Carolina
3098. High Point, City of, North Carolina
3099. Hoke, County of, North Carolina
3100. Holly Springs, Town of, North Carolina
3101. Hope Mills, Town of, North Carolina
3102. Huntersville, Town of, North Carolina
3103. Indian Trail, Town of, North Carolina
3104. Iredell, County of, North Carolina
3105. Jackson, County of, North Carolina
3106. Jacksonville, City of, North Carolina
3107. Johnston, County of, North Carolina
3108. Kannapolis, City of, North Carolina
3109. Kernersville, Town of, North Carolina
3110. Kings Mountain, City of, North Carolina
3111. Kinston, City of, North Carolina
3112. Knightdale, Town of, North Carolina
3113. Laurinburg, City of, North Carolina
3114. Lee, County of, North Carolina
3115. Leland, Town of, North Carolina
3116. Lenoir, City of, North Carolina
3117. Lenoir, County of, North Carolina
3118. Lewisville, Town of, North Carolina
3119. Lexington, City of, North Carolina
3120. Lincoln, County of, North Carolina
3121. Lincolnton, City of, North Carolina
3122. Lumberton, City of, North Carolina
3123. Macon, County of, North Carolina
3124. Madison, County of, North Carolina
3125. Martin, County of, North Carolina
3126. Matthews, Town of, North Carolina
3127. McDowell, County of, North Carolina
3128. Mebane, City of, North Carolina
3129. Mecklenburg, County of, North Carolina
3130. Mint Hill, Town of, North Carolina
3131. Mitchell, County of, North Carolina
3132. Monroe, City of, North Carolina
3133. Montgomery, County of, North Carolina
3134. Moore, County of, North Carolina
3135. Mooresville, Town of, North Carolina
3136. Morganton, City of, North Carolina
3137. Morrisville, Town of, North Carolina
3138. Mount Airy, City of, North Carolina
3139. Mount Holly, City of, North Carolina
3140. Nash, County of, North Carolina
3141. New Bern, City of, North Carolina
3142. New Hanover, County of, North Carolina
3143. Newton, City of, North Carolina
3144. Northampton, County of, North Carolina
3145. Onslow, County of, North Carolina
3146. Orange, County of, North Carolina
3147. Pamlico, County of, North Carolina
3148. Pasquotank, County of, North Carolina
3149. Pender, County of, North Carolina
3150. Perquimans, County of, North Carolina
3151. Person, County of, North Carolina
3152. Pinehurst, Village of, North Carolina

3153. Pitt, County of, North Carolina
3154. Polk, County of, North Carolina
3155. Raleigh, City of, North Carolina
3156. Randolph, County of, North Carolina
3157. Reidsville, City of, North Carolina
3158. Richmond, County of, North Carolina
3159. Roanoke Rapids, City of, North Carolina
3160. Robeson, County of, North Carolina
3161. Rockingham, County of, North Carolina
3162. Rocky Mount, City of, North Carolina
3163. Rowan, County of, North Carolina
3164. Rutherford, County of, North Carolina
3165. Salisbury, City of, North Carolina
3166. Sampson, County of, North Carolina
3167. Sanford, City of, North Carolina
3168. Scotland, County of, North Carolina
3169. Shelby, City of, North Carolina
3170. Smithfield, Town of, North Carolina
3171. Southern Pines, Town of, North Carolina
3172. Spring Lake, Town of, North Carolina
3173. Stallings, Town of, North Carolina
3174. Stanly, County of, North Carolina
3175. Statesville, City of, North Carolina
3176. Stokes, County of, North Carolina
3177. Summerfield, Town of, North Carolina
3178. Surry, County of, North Carolina
3179. Swain, County of, North Carolina
3180. Tarboro, Town of, North Carolina
3181. Thomasville, City of, North Carolina
3182. Transylvania, County of, North Carolina
3183. Union, County of, North Carolina
3184. Vance, County of, North Carolina
3185. Wake, County of, North Carolina
3186. Wake Forest, Town of, North Carolina
3187. Warren, County of, North Carolina
3188. Washington, County of, North Carolina
3189. Watauga, County of, North Carolina
3190. Waxhaw, Town of, North Carolina
3191. Wayne, County of, North Carolina
3192. Waynesville, Town of, North Carolina
3193. Weddington, Town of, North Carolina
3194. Wilkes, County of, North Carolina
3195. Wilmington, City of, North Carolina
3196. Wilson, City of, North Carolina
3197. Wilson, County of, North Carolina
3198. Winston-Salem, City of, North Carolina
3199. Yadkin, County of, North Carolina
3200. Yancey, County of, North Carolina
3201. Adams, County of, Ohio
3202. Akron, City of, Ohio
3203. Allen, County of, Ohio
3204. Alliance, City of, Ohio
3205. American, Township of, Ohio
3206. Amherst, City of, Ohio
3207. Anderson, Township of, Ohio
3208. Ashland, City of, Ohio
3209. Ashland, County of, Ohio
3210. Ashtabula, City of, Ohio
3211. Ashtabula, County of, Ohio
3212. Ashtabula, Township of, Ohio
3213. Athens, City of, Ohio
3214. Athens, County of, Ohio
3215. Athens, Township of, Ohio
3216. Auglaize, County of, Ohio
3217. Aurora, City of, Ohio
3218. Austintown, Township of, Ohio
3219. Avon, City of, Ohio
3220. Avon Lake, City of, Ohio
3221. Bainbridge, Township of, Ohio
3222. Barberton, City of, Ohio
3223. Batavia, Township of, Ohio
3224. Bath, Township of, Ohio
3225. Bay, Village of, City of, Ohio
3226. Beachwood, City of, Ohio
3227. Beavercreek, City of, Ohio
3228. Beavercreek, Township of, Ohio
3229. Bedford, City of, Ohio

3230.	Bedford Heights, City of, Ohio	3276.	Copley, Township of, Ohio
3231.	Bellefontaine, City of, Ohio	3277.	Coshocton, City of, Ohio
3232.	Belmont, County of, Ohio	3278.	Coshocton, County of, Ohio
3233.	Berea, City of, Ohio	3279.	Coventry, Township of, Ohio
3234.	Bethel, Township of, Ohio	3280.	Crawford, County of, Ohio
3235.	Bexley, City of, Ohio	3281.	Cuyahoga, County of, Ohio
3236.	Blue Ash, City of, Ohio	3282.	Cuyahoga Falls, City of, Ohio
3237.	Boardman, Township of, Ohio	3283.	Darke, County of, Ohio
3238.	Bowling Green, City of, Ohio	3284.	Dayton, City of, Ohio
3239.	Brecksville, City of, Ohio	3285.	Deerfield, Township of, Ohio
3240.	Brimfield, Township of, Ohio	3286.	Defiance, City of, Ohio
3241.	Broadview Heights, City of, Ohio	3287.	Defiance, County of, Ohio
3242.	Brook Park, City of, Ohio	3288.	Defiance, Township of, Ohio
3243.	Brooklyn, City of, Ohio	3289.	Delaware, City of, Ohio
3244.	Brown, County of, Ohio	3290.	Delaware City, Township of, Ohio
3245.	Brunswick, City of, Ohio	3291.	Delaware, County of, Ohio
3246.	Brunswick Hills, Township of, Ohio	3292.	Delhi, Township of, Ohio
3247.	Bucyrus, City of, Ohio	3293.	Dover, City of, Ohio
3248.	Butler, County of, Ohio	3294.	Dublin, City of, Ohio
3249.	Cambridge, City of, Ohio	3295.	Duchouquet, Township of, Ohio
3250.	Cambridge, Township of, Ohio	3296.	East Cleveland, City of, Ohio
3251.	Canfield, Township of, Ohio	3297.	East Liverpool, City of, Ohio
3252.	Canton, City of, Ohio	3298.	Eastlake, City of, Ohio
3253.	Canton, Township of, Ohio	3299.	Elyria, City of, Ohio
3254.	Carroll, County of, Ohio	3300.	Englewood, City of, Ohio
3255.	Celina, City of, Ohio	3301.	Erie, County of, Ohio
3256.	Centerville, City of, Ohio	3302.	Etna, Township of, Ohio
3257.	Champaign, County of, Ohio	3303.	Euclid, City of, Ohio
3258.	Chester, Township of, Ohio	3304.	Fairborn, City of, Ohio
3259.	Chillicothe, City of, Ohio	3305.	Fairfield, City of, Ohio
3260.	Chippewa, Township of, Ohio	3306.	Fairfield, County of, Ohio
3261.	Cincinnati, City of, Ohio	3307.	Fairfield, Township of, Ohio
3262.	Circleville, City of, Ohio	3308.	Fairview Park, City of, Ohio
3263.	Clark, County of, Ohio	3309.	Falls, Township of, Ohio
3264.	Clayton, City of, Ohio	3310.	Fayette, County of, Ohio
3265.	Clear Creek, Township of, Ohio	3311.	Findlay, City of, Ohio
3266.	Clermont, County of, Ohio	3312.	Forest Park, City of, Ohio
3267.	Cleveland, City of, Ohio	3313.	Fostoria, City of, Ohio
3268.	Cleveland Heights, City of, Ohio	3314.	Franklin, City of, Ohio
3269.	Clinton, County of, Ohio	3315.	Franklin, County of, Ohio
3270.	Clinton, Township of, Ohio	3316.	Franklin, Township of, Ohio
3271.	Colerain, Township of, Ohio	3317.	Fremont, City of, Ohio
3272.	Columbiana, County of, Ohio	3318.	Fulton, County of, Ohio
3273.	Columbus, City of, Ohio	3319.	Gahanna, City of, Ohio
3274.	Concord, Township of, Ohio	3320.	Gallia, County of, Ohio
3275.	Conneaut, City of, Ohio	3321.	Garfield Heights, City of, Ohio

3322.	Geauga, County of, Ohio	3368.	Lawrence, Township of, Ohio
3323.	Geneva, Township of, Ohio	3369.	Lebanon, City of, Ohio
3324.	Genoa, Township of, Ohio	3370.	Lemon, Township of, Ohio
3325.	Goshen, Township of, Ohio	3371.	Liberty, Township of, Ohio
3326.	Granville, Township of, Ohio	3372.	Licking, County of, Ohio
3327.	Green, City of, Ohio	3373.	Lima, City of, Ohio
3328.	Green, Township of, Ohio	3374.	Logan, County of, Ohio
3329.	Greene, County of, Ohio	3375.	London, City of, Ohio
3330.	Greenville, City of, Ohio	3376.	Lorain, City of, Ohio
3331.	Greenville, Township of, Ohio	3377.	Lorain, County of, Ohio
3332.	Grove City, City of, Ohio	3378.	Loveland, City of, Ohio
3333.	Guernsey, County of, Ohio	3379.	Lucas, County of, Ohio
3334.	Hamilton, City of, Ohio	3380.	Lyndhurst, City of, Ohio
3335.	Hamilton, County of, Ohio	3381.	Macedonia, City of, Ohio
3336.	Hamilton, Township of, Ohio	3382.	Mad River, Township of, Ohio
3337.	Hancock, County of, Ohio	3383.	Madison, County of, Ohio
3338.	Hardin, County of, Ohio	3384.	Madison, Township of, Ohio
3339.	Harrison, City of, Ohio	3385.	Mahoning, County of, Ohio
3340.	Harrison, County of, Ohio	3386.	Mansfield, City of, Ohio
3341.	Harrison, Township of, Ohio	3387.	Maple Heights, City of, Ohio
3342.	Heath, City of, Ohio	3388.	Marietta, City of, Ohio
3343.	Henry, County of, Ohio	3389.	Marion, City of, Ohio
3344.	Highland, County of, Ohio	3390.	Marion, County of, Ohio
3345.	Hilliard, City of, Ohio	3391.	Marion, Township of, Ohio
3346.	Hocking, County of, Ohio	3392.	Marysville, City of, Ohio
3347.	Holmes, County of, Ohio	3393.	Mason, City of, Ohio
3348.	Howland, Township of, Ohio	3394.	Massillon, City of, Ohio
3349.	Hubbard, Township of, Ohio	3395.	Maumee, City of, Ohio
3350.	Huber Heights, City of, Ohio	3396.	Mayfield Heights, City of, Ohio
3351.	Hudson, City of, Ohio	3397.	Medina, City of, Ohio
3352.	Huron, County of, Ohio	3398.	Medina City, Township of, Ohio
3353.	Huron, Township of, Ohio	3399.	Medina, County of, Ohio
3354.	Ironton, City of, Ohio	3400.	Meigs, County of, Ohio
3355.	Jackson, County of, Ohio	3401.	Mentor, City of, Ohio
3356.	Jackson, Township of, Ohio	3402.	Mercer, County of, Ohio
3357.	Jefferson, County of, Ohio	3403.	Miami, County of, Ohio
3358.	Jefferson, Township of, Ohio	3404.	Miami, Township of, Ohio
3359.	Kent, City of, Ohio	3405.	Miamisburg, City of, Ohio
3360.	Kettering, City of, Ohio	3406.	Middleburg Heights, City of, Ohio
3361.	Knox, County of, Ohio	3407.	Middletown, City of, Ohio
3362.	Lake, County of, Ohio	3408.	Mifflin, Township of, Ohio
3363.	Lake, Township of, Ohio	3409.	Monclova, Township of, Ohio
3364.	Lakewood, City of, Ohio	3410.	Monroe, City of, Ohio
3365.	Lancaster, City of, Ohio	3411.	Monroe, County of, Ohio
3366.	Lancaster City, Township of, Ohio	3412.	Monroe, Township of, Ohio
3367.	Lawrence, County of, Ohio	3413.	Montgomery, City of, Ohio

- 3414. Montgomery, County of, Ohio
- 3415. Montville, Township of, Ohio
- 3416. Moorefield, Township of, Ohio
- 3417. Morgan, County of, Ohio
- 3418. Morrow, County of, Ohio
- 3419. Mount Vernon, City of, Ohio
- 3420. Muskingum, County of, Ohio
- 3421. New Albany, City of, Ohio
- 3422. New Franklin, City of, Ohio
- 3423. New Philadelphia, City of, Ohio
- 3424. Newark, City of, Ohio
- 3425. Niles, City of, Ohio
- 3426. Noble, County of, Ohio
- 3427. North Canton, City of, Ohio
- 3428. North Olmsted, City of, Ohio
- 3429. North Ridgeville, City of, Ohio
- 3430. North Royalton, City of, Ohio
- 3431. Norton, City of, Ohio
- 3432. Norwalk, City of, Ohio
- 3433. Norwich, Township of, Ohio
- 3434. Norwood, City of, Ohio
- 3435. Olmsted, Township of, Ohio
- 3436. Orange, Township of, Ohio
- 3437. Oregon, City of, Ohio
- 3438. Ottawa, County of, Ohio
- 3439. Oxford, City of, Ohio
- 3440. Oxford, Township of, Ohio
- 3441. Painesville, City of, Ohio
- 3442. Painesville, Township of, Ohio
- 3443. Paris, Township of, Ohio
- 3444. Parma, City of, Ohio
- 3445. Parma Heights, City of, Ohio
- 3446. Pataskala, City of, Ohio
- 3447. Paulding, County of, Ohio
- 3448. Pease, Township of, Ohio
- 3449. Perkins, Township of, Ohio
- 3450. Perry, County of, Ohio
- 3451. Perry, Township of, Ohio
- 3452. Perrysburg, City of, Ohio
- 3453. Perrysburg, Township of, Ohio
- 3454. Pickaway, County of, Ohio
- 3455. Pickerington, City of, Ohio
- 3456. Pierce, Township of, Ohio
- 3457. Pike, County of, Ohio
- 3458. Piqua, City of, Ohio
- 3459. Plain, Township of, Ohio
- 3460. Pleasant, Township of, Ohio
- 3461. Poland, Township of, Ohio
- 3462. Portage, County of, Ohio
- 3463. Portsmouth, City of, Ohio
- 3464. Powell, City of, Ohio
- 3465. Prairie, Township of, Ohio
- 3466. Preble, County of, Ohio
- 3467. Putnam, County of, Ohio
- 3468. Ravenna, City of, Ohio
- 3469. Reading, City of, Ohio
- 3470. Reynoldsburg, City of, Ohio
- 3471. Richland, County of, Ohio
- 3472. Richland, Township of, Ohio
- 3473. Richmond Heights, City of, Ohio
- 3474. Riverside, City of, Ohio
- 3475. Rocky River, City of, Ohio
- 3476. Ross, County of, Ohio
- 3477. Sagamore Hills, Township of, Ohio
- 3478. Salem, City of, Ohio
- 3479. Sandusky, City of, Ohio
- 3480. Sandusky, County of, Ohio
- 3481. Scioto, County of, Ohio
- 3482. Scioto, Township of, Ohio
- 3483. Seneca, County of, Ohio
- 3484. Seven Hills, City of, Ohio
- 3485. Shaker Heights, City of, Ohio
- 3486. Sharon, Township of, Ohio
- 3487. Sharonville, City of, Ohio
- 3488. Shawnee, Township of, Ohio
- 3489. Shelby, County of, Ohio
- 3490. Sidney, City of, Ohio
- 3491. Solon, City of, Ohio
- 3492. South Euclid, City of, Ohio
- 3493. Springboro, City of, Ohio
- 3494. Springdale, City of, Ohio
- 3495. Springfield, City of, Ohio
- 3496. Springfield, Township of, Ohio
- 3497. St. Marys, Township of, Ohio
- 3498. Stark, County of, Ohio
- 3499. Steubenville, City of, Ohio
- 3500. Stow, City of, Ohio
- 3501. Streetsboro, City of, Ohio
- 3502. Strongsville, City of, Ohio
- 3503. Struthers, City of, Ohio
- 3504. Summit, County of, Ohio
- 3505. Sycamore, Township of, Ohio

- 3506. Sylvania, City of, Ohio
- 3507. Sylvania, Township of, Ohio
- 3508. Symmes, Township of, Ohio
- 3509. Tallmadge, City of, Ohio
- 3510. Tiffin, City of, Ohio
- 3511. Tipp City, City of, Ohio
- 3512. Toledo, City of, Ohio
- 3513. Trenton, City of, Ohio
- 3514. Trotwood, City of, Ohio
- 3515. Troy, City of, Ohio
- 3516. Trumbull, County of, Ohio
- 3517. Truro, Township of, Ohio
- 3518. Turtlecreek, Township of, Ohio
- 3519. Tuscarawas, County of, Ohio
- 3520. Twinsburg, City of, Ohio
- 3521. Union, County of, Ohio
- 3522. Union, Township of, Ohio
- 3523. University Heights, City of, Ohio
- 3524. Upper Arlington, City of, Ohio
- 3525. Upper, Township of, Ohio
- 3526. Urbana, City of, Ohio
- 3527. Urbana, Township of, Ohio
- 3528. Van Wert, City of, Ohio
- 3529. Van Wert, County of, Ohio
- 3530. Vandalia, City of, Ohio
- 3531. Vermilion, City of, Ohio
- 3532. Vinton, County of, Ohio
- 3533. Violet, Township of, Ohio
- 3534. Wadsworth, City of, Ohio
- 3535. Warren, City of, Ohio
- 3536. Warren, County of, Ohio
- 3537. Warrensville Heights, City of, Ohio
- 3538. Washington, County of, Ohio
- 3539. Washington Court House, City of, Ohio
- 3540. Washington, Township of, Ohio
- 3541. Wayne, County of, Ohio
- 3542. Weathersfield, Township of, Ohio
- 3543. West Carrollton, City of, Ohio
- 3544. West Chester, Township of, Ohio
- 3545. Westerville, City of, Ohio
- 3546. Westlake, City of, Ohio
- 3547. Whitehall, City of, Ohio
- 3548. Wickliffe, City of, Ohio
- 3549. Williams, County of, Ohio
- 3550. Willoughby, City of, Ohio
- 3551. Willowick, City of, Ohio
- 3552. Wilmington, City of, Ohio
- 3553. Wood, County of, Ohio
- 3554. Wooster, City of, Ohio
- 3555. Worthington, City of, Ohio
- 3556. Wyandot, County of, Ohio
- 3557. Xenia, City of, Ohio
- 3558. Youngstown, City of, Ohio
- 3559. Zanesville, City of, Ohio
- 3560. Albany, City of, Oregon
- 3561. Ashland, City of, Oregon
- 3562. Astoria, City of, Oregon
- 3563. Baker, County of, Oregon
- 3564. Beaverton, City of, Oregon
- 3565. Bend, City of, Oregon
- 3566. Benton, County of, Oregon
- 3567. Canby, City of, Oregon
- 3568. Central Point, City of, Oregon
- 3569. Clackamas, County of, Oregon
- 3570. Clatsop, County of, Oregon
- 3571. Columbia, County of, Oregon
- 3572. Coos Bay, City of, Oregon
- 3573. Coos, County of, Oregon
- 3574. Cornelius, City of, Oregon
- 3575. Corvallis, City of, Oregon
- 3576. Cottage Grove, City of, Oregon
- 3577. Crook, County of, Oregon
- 3578. Curry, County of, Oregon
- 3579. Dallas, City of, Oregon
- 3580. Deschutes, County of, Oregon
- 3581. Douglas, County of, Oregon
- 3582. Eugene, City of, Oregon
- 3583. Forest Grove, City of, Oregon
- 3584. Gladstone, City of, Oregon
- 3585. Grants Pass, City of, Oregon
- 3586. Gresham, City of, Oregon
- 3587. Happy Valley, City of, Oregon
- 3588. Hermiston, City of, Oregon
- 3589. Hillsboro, City of, Oregon
- 3590. Hood River, County of, Oregon
- 3591. Independence, City of, Oregon
- 3592. Jackson, County of, Oregon
- 3593. Jefferson, County of, Oregon
- 3594. Josephine, County of, Oregon
- 3595. Keizer, City of, Oregon
- 3596. Klamath, County of, Oregon

3597. Klamath Falls, City of, Oregon	3643. Aiken, County of, South Carolina
3598. La Grande, City of, Oregon	3644. Anderson, City of, South Carolina
3599. Lake Oswego, City of, Oregon	3645. Anderson, County of, South Carolina
3600. Lane, County of, Oregon	3646. Bamberg, County of, South Carolina
3601. Lebanon, City of, Oregon	3647. Barnwell, County of, South Carolina
3602. Lincoln, County of, Oregon	3648. Beaufort, City of, South Carolina
3603. Linn, County of, Oregon	3649. Beaufort, County of, South Carolina
3604. Malheur, County of, Oregon	3650. Berkeley, County of, South Carolina
3605. Marion, County of, Oregon	3651. Bluffton, Town of, South Carolina
3606. McMinnville, City of, Oregon	3652. Calhoun, County of, South Carolina
3607. Medford, City of, Oregon	3653. Cayce, City of, South Carolina
3608. Milwaukie, City of, Oregon	3654. Charleston, City of, South Carolina
3609. Monmouth, City of, Oregon	3655. Charleston, County of, South Carolina
3610. Morrow, County of, Oregon	3656. Cherokee, County of, South Carolina
3611. Multnomah, County of, Oregon	3657. Chester, County of, South Carolina
3612. Newberg, City of, Oregon	3658. Chesterfield, County of, South Carolina
3613. Newport, City of, Oregon	3659. Clarendon, County of, South Carolina
3614. Ontario, City of, Oregon	3660. Clemson, City of, South Carolina
3615. Oregon City, City of, Oregon	3661. Colleton, County of, South Carolina
3616. Pendleton, City of, Oregon	3662. Columbia, City of, South Carolina
3617. Polk, County of, Oregon	3663. Conway, City of, South Carolina
3618. Portland, City of, Oregon	3664. Darlington, County of, South Carolina
3619. Prineville, City of, Oregon	3665. Dillon, County of, South Carolina
3620. Redmond, City of, Oregon	3666. Dorchester, County of, South Carolina
3621. Roseburg, City of, Oregon	3667. Easley, City of, South Carolina
3622. Salem, City of, Oregon	3668. Edgefield, County of, South Carolina
3623. Sandy, City of, Oregon	3669. Fairfield, County of, South Carolina
3624. Sherwood, City of, Oregon	3670. Florence, City of, South Carolina
3625. Silverton, City of, Oregon	3671. Florence, County of, South Carolina
3626. Springfield, City of, Oregon	3672. Forest Acres, City of, South Carolina
3627. St. Helens, City of, Oregon	3673. Fort Mill, Town of, South Carolina
3628. The Dalles, City of, Oregon	3674. Fountain Inn, City of, South Carolina
3629. Tigard, City of, Oregon	3675. Gaffney, City of, South Carolina
3630. Tillamook, County of, Oregon	3676. Georgetown, County of, South Carolina
3631. Troutdale, City of, Oregon	3677. Goose Creek, City of, South Carolina
3632. Tualatin, City of, Oregon	3678. Greenville, City of, South Carolina
3633. Umatilla, County of, Oregon	3679. Greenville, County of, South Carolina
3634. Union, County of, Oregon	3680. Greenwood, City of, South Carolina
3635. Wasco, County of, Oregon	
3636. Washington, County of, Oregon	
3637. West Linn, City of, Oregon	
3638. Wilsonville, City of, Oregon	
3639. Woodburn, City of, Oregon	
3640. Yamhill, County of, Oregon	
3641. Abbeville, County of, South Carolina	
3642. Aiken, City of, South Carolina	

3681. Greenwood, County of, South Carolina
3682. Greer, City of, South Carolina
3683. Hampton, County of, South Carolina
3684. Hanahan, City of, South Carolina
3685. Hilton Head Island, Town of, South Carolina
3686. Horry, County of, South Carolina
3687. Irmo, Town of, South Carolina
3688. James Island, Town of, South Carolina
3689. Jasper, County of, South Carolina
3690. Kershaw, County of, South Carolina
3691. Lancaster, County of, South Carolina
3692. Laurens, County of, South Carolina
3693. Lee, County of, South Carolina
3694. Lexington, County of, South Carolina
3695. Lexington, Town of, South Carolina
3696. Marion, County of, South Carolina
3697. Marlboro, County of, South Carolina
3698. Mauldin, City of, South Carolina
3699. Moncks Corner, Town of, South Carolina
3700. Mount Pleasant, Town of, South Carolina
3701. Myrtle Beach, City of, South Carolina
3702. Newberry, City of, South Carolina
3703. Newberry, County of, South Carolina
3704. North Augusta, City of, South Carolina
3705. North Charleston, City of, South Carolina
3706. North Myrtle Beach, City of, South Carolina
3707. Oconee, County of, South Carolina
3708. Orangeburg, City of, South Carolina
3709. Orangeburg, County of, South Carolina
3710. Pickens, County of, South Carolina
3711. Port Royal, Town of, South Carolina
3712. Richland, County of, South Carolina
3713. Rock Hill, City of, South Carolina
3714. Saluda, County of, South Carolina
3715. Simpsonville, City of, South Carolina
3716. Spartanburg, City of, South Carolina
3717. Spartanburg, County of, South Carolina
3718. Summerville, Town of, South Carolina
3719. Sumter, City of, South Carolina
3720. Sumter, County of, South Carolina
3721. Tega Cay, City of, South Carolina
3722. Union, County of, South Carolina
3723. West Columbia, City of, South Carolina
3724. Williamsburg, County of, South Carolina
3725. York, County of, South Carolina
3726. Anderson, County of, Tennessee
3727. Arlington, Town of, Tennessee
3728. Athens, City of, Tennessee
3729. Bartlett, City of, Tennessee
3730. Bedford, County of, Tennessee
3731. Benton, County of, Tennessee
3732. Bledsoe, County of, Tennessee
3733. Blount, County of, Tennessee
3734. Bradley, County of, Tennessee
3735. Brentwood, City of, Tennessee
3736. Bristol, City of, Tennessee
3737. Campbell, County of, Tennessee
3738. Cannon, County of, Tennessee
3739. Carroll, County of, Tennessee
3740. Carter, County of, Tennessee
3741. Chattanooga, City of, Tennessee
3742. Cheatham, County of, Tennessee
3743. Chester, County of, Tennessee
3744. Claiborne, County of, Tennessee
3745. Clarksville, City of, Tennessee
3746. Cleveland, City of, Tennessee
3747. Clinton, City of, Tennessee
3748. Cocke, County of, Tennessee
3749. Coffee, County of, Tennessee
3750. Collegedale, City of, Tennessee
3751. Collierville, Town of, Tennessee
3752. Columbia, City of, Tennessee
3753. Cookeville, City of, Tennessee
3754. Crockett, County of, Tennessee
3755. Crossville, City of, Tennessee

3756. Cumberland, County of, Tennessee
3757. Decatur, County of, Tennessee
3758. DeKalb, County of, Tennessee
3759. Dickson, City of, Tennessee
3760. Dickson, County of, Tennessee
3761. Dyer, County of, Tennessee
3762. Dyersburg, City of, Tennessee
3763. East Ridge, City of, Tennessee
3764. Elizabethton, City of, Tennessee
3765. Farragut, Town of, Tennessee
3766. Fayette, County of, Tennessee
3767. Fentress, County of, Tennessee
3768. Franklin, City of, Tennessee
3769. Franklin, County of, Tennessee
3770. Gallatin, City of, Tennessee
3771. Germantown, City of, Tennessee
3772. Gibson, County of, Tennessee
3773. Giles, County of, Tennessee
3774. Goodlettsville, City of, Tennessee
3775. Grainger, County of, Tennessee
3776. Greene, County of, Tennessee
3777. Greeneville, Town of, Tennessee
3778. Grundy, County of, Tennessee
3779. Hamblen, County of, Tennessee
3780. Hamilton, County of, Tennessee
3781. Hardeman, County of, Tennessee
3782. Hardin, County of, Tennessee
3783. Hartsville/Trousdale, County of, Tennessee
3784. Hawkins, County of, Tennessee
3785. Haywood, County of, Tennessee
3786. Henderson, County of, Tennessee
3787. Hendersonville, City of, Tennessee
3788. Henry, County of, Tennessee
3789. Hickman, County of, Tennessee
3790. Humphreys, County of, Tennessee
3791. Jackson, City of, Tennessee
3792. Jackson, County of, Tennessee
3793. Jefferson, County of, Tennessee
3794. Johnson City, City of, Tennessee
3795. Johnson, County of, Tennessee
3796. Kingsport, City of, Tennessee
3797. Knox, County of, Tennessee
3798. Knoxville, City of, Tennessee
3799. La Vergne, City of, Tennessee
3800. Lakeland, City of, Tennessee
3801. Lauderdale, County of, Tennessee
3802. Lawrence, County of, Tennessee
3803. Lawrenceburg, City of, Tennessee
3804. Lebanon, City of, Tennessee
3805. Lewis, County of, Tennessee
3806. Lewisburg, City of, Tennessee
3807. Lincoln, County of, Tennessee
3808. Loudon, County of, Tennessee
3809. Macon, County of, Tennessee
3810. Madison, County of, Tennessee
3811. Manchester, City of, Tennessee
3812. Marion, County of, Tennessee
3813. Marshall, County of, Tennessee
3814. Martin, City of, Tennessee
3815. Maryville, City of, Tennessee
3816. Maury, County of, Tennessee
3817. McMinn, County of, Tennessee
3818. McMinnville, City of, Tennessee
3819. McNairy, County of, Tennessee
3820. Meigs, County of, Tennessee
3821. Memphis, City of, Tennessee
3822. Millington, City of, Tennessee
3823. Monroe, County of, Tennessee
3824. Montgomery, County of, Tennessee
3825. Morgan, County of, Tennessee
3826. Morristown, City of, Tennessee
3827. Mount Juliet, City of, Tennessee
3828. Murfreesboro, City of, Tennessee
3829. Nashville-Davidson, Metropolitan Government, Tennessee
3830. Nolensville, Town of, Tennessee
3831. Oak Ridge, City of, Tennessee
3832. Obion, County of, Tennessee
3833. Overton, County of, Tennessee
3834. Paris, City of, Tennessee
3835. Polk, County of, Tennessee
3836. Portland, City of, Tennessee
3837. Putnam, County of, Tennessee
3838. Red Bank, City of, Tennessee
3839. Rhea, County of, Tennessee
3840. Roane, County of, Tennessee
3841. Robertson, County of, Tennessee
3842. Rutherford, County of, Tennessee
3843. Scott, County of, Tennessee
3844. Sequatchie, County of, Tennessee
3845. Sevier, County of, Tennessee

3846.	Sevierville, City of, Tennessee	3892.	Bandera, County of, Texas
3847.	Shelby, County of, Tennessee	3893.	Bastrop, County of, Texas
3848.	Shelbyville, City of, Tennessee	3894.	Bay City, City of, Texas
3849.	Smith, County of, Tennessee	3895.	Baytown, City of, Texas
3850.	Smyrna, Town of, Tennessee	3896.	Beaumont, City of, Texas
3851.	Soddy-Daisy, City of, Tennessee	3897.	Bedford, City of, Texas
3852.	Spring Hill, City of, Tennessee	3898.	Bee, County of, Texas
3853.	Springfield, City of, Tennessee	3899.	Beeville, City of, Texas
3854.	Stewart, County of, Tennessee	3900.	Bell, County of, Texas
3855.	Sullivan, County of, Tennessee	3901.	Bellaire, City of, Texas
3856.	Sumner, County of, Tennessee	3902.	Bellmead, City of, Texas
3857.	Tipton, County of, Tennessee	3903.	Belton, City of, Texas
3858.	Tullahoma, City of, Tennessee	3904.	Benbrook, City of, Texas
3859.	Unicoi, County of, Tennessee	3905.	Bexar, County of, Texas
3860.	Union City, City of, Tennessee	3906.	Big Spring, City of, Texas
3861.	Union, County of, Tennessee	3907.	Blanco, County of, Texas
3862.	Warren, County of, Tennessee	3908.	Boerne, City of, Texas
3863.	Washington, County of, Tennessee	3909.	Bonham, City of, Texas
3864.	Wayne, County of, Tennessee	3910.	Borger, City of, Texas
3865.	Weakley, County of, Tennessee	3911.	Bosque, County of, Texas
3866.	White, County of, Tennessee	3912.	Bowie, County of, Texas
3867.	White House, City of, Tennessee	3913.	Brazoria, County of, Texas
3868.	Williamson, County of, Tennessee	3914.	Brazos, County of, Texas
3869.	Wilson, County of, Tennessee	3915.	Brenham, City of, Texas
3870.	Abilene, City of, Texas	3916.	Brown, County of, Texas
3871.	Addison, Town of, Texas	3917.	Brownsville, City of, Texas
3872.	Alamo, City of, Texas	3918.	Brownwood, City of, Texas
3873.	Alice, City of, Texas	3919.	Bryan, City of, Texas
3874.	Allen, City of, Texas	3920.	Buda, City of, Texas
3875.	Alton, City of, Texas	3921.	Burkburnett, City of, Texas
3876.	Alvin, City of, Texas	3922.	Burleson, City of, Texas
3877.	Amarillo, City of, Texas	3923.	Burleson, County of, Texas
3878.	Anderson, County of, Texas	3924.	Burnet, County of, Texas
3879.	Andrews, City of, Texas	3925.	Caldwell, County of, Texas
3880.	Andrews, County of, Texas	3926.	Calhoun, County of, Texas
3881.	Angelina, County of, Texas	3927.	Callahan, County of, Texas
3882.	Angleton, City of, Texas	3928.	Cameron, County of, Texas
3883.	Anna, City of, Texas	3929.	Camp, County of, Texas
3884.	Aransas, County of, Texas	3930.	Canyon, City of, Texas
3885.	Arlington, City of, Texas	3931.	Carrollton, City of, Texas
3886.	Atascosa, County of, Texas	3932.	Cass, County of, Texas
3887.	Athens, City of, Texas	3933.	Cedar Hill, City of, Texas
3888.	Austin, City of, Texas	3934.	Cedar Park, City of, Texas
3889.	Austin, County of, Texas	3935.	Celina, City of, Texas
3890.	Azle, City of, Texas	3936.	Chambers, County of, Texas
3891.	Balch Springs, City of, Texas	3937.	Cherokee, County of, Texas

3938.	Cibolo, City of, Texas	3984.	Ennis, City of, Texas
3939.	Clay, County of, Texas	3985.	Erath, County of, Texas
3940.	Cleburne, City of, Texas	3986.	Eules, City of, Texas
3941.	Clute, City of, Texas	3987.	Fair Oaks Ranch, City of, Texas
3942.	College Station, City of, Texas	3988.	Falls, County of, Texas
3943.	Colleyville, City of, Texas	3989.	Fannin, County of, Texas
3944.	Collin, County of, Texas	3990.	Farmers Branch, City of, Texas
3945.	Colorado, County of, Texas	3991.	Fate, City of, Texas
3946.	Comal, County of, Texas	3992.	Fayette, County of, Texas
3947.	Comanche, County of, Texas	3993.	Flower Mound, Town of, Texas
3948.	Conroe, City of, Texas	3994.	Forest Hill, City of, Texas
3949.	Converse, City of, Texas	3995.	Forney, City of, Texas
3950.	Cooke, County of, Texas	3996.	Fort Bend, County of, Texas
3951.	Coppell, City of, Texas	3997.	Fort Worth, City of, Texas
3952.	Copperas Cove, City of, Texas	3998.	Franklin, County of, Texas
3953.	Corinth, City of, Texas	3999.	Fredericksburg, City of, Texas
3954.	Corpus Christi, City of, Texas	4000.	Freeport, City of, Texas
3955.	Corsicana, City of, Texas	4001.	Freestone, County of, Texas
3956.	Coryell, County of, Texas	4002.	Friendswood, City of, Texas
3957.	Crowley, City of, Texas	4003.	Frio, County of, Texas
3958.	Dallas, City of, Texas	4004.	Frisco, City of, Texas
3959.	Dallas, County of, Texas	4005.	Fulshear, City of, Texas
3960.	Dawson, County of, Texas	4006.	Gaines, County of, Texas
3961.	Deaf Smith, County of, Texas	4007.	Gainesville, City of, Texas
3962.	Deer Park, City of, Texas	4008.	Galena Park, City of, Texas
3963.	Del Rio, City of, Texas	4009.	Galveston, City of, Texas
3964.	Denison, City of, Texas	4010.	Galveston, County of, Texas
3965.	Denton, City of, Texas	4011.	Garland, City of, Texas
3966.	Denton, County of, Texas	4012.	Gatesville, City of, Texas
3967.	DeSoto, City of, Texas	4013.	Georgetown, City of, Texas
3968.	DeWitt, County of, Texas	4014.	Gillespie, County of, Texas
3969.	Dickinson, City of, Texas	4015.	Glenn Heights, City of, Texas
3970.	Dimmit, County of, Texas	4016.	Gonzales, County of, Texas
3971.	Donna, City of, Texas	4017.	Granbury, City of, Texas
3972.	Dumas, City of, Texas	4018.	Grand Prairie, City of, Texas
3973.	Duncanville, City of, Texas	4019.	Grapevine, City of, Texas
3974.	Duval, County of, Texas	4020.	Gray, County of, Texas
3975.	Eagle Pass, City of, Texas	4021.	Grayson, County of, Texas
3976.	Eastland, County of, Texas	4022.	Greenville, City of, Texas
3977.	Ector, County of, Texas	4023.	Gregg, County of, Texas
3978.	Edinburg, City of, Texas	4024.	Grimes, County of, Texas
3979.	El Campo, City of, Texas	4025.	Groves, City of, Texas
3980.	El Paso, City of, Texas	4026.	Guadalupe, County of, Texas
3981.	El Paso, County of, Texas	4027.	Hale, County of, Texas
3982.	Elgin, City of, Texas	4028.	Haltom City, City of, Texas
3983.	Ellis, County of, Texas	4029.	Hardin, County of, Texas

4030.	Harker Heights, City of, Texas	4076.	Kleberg, County of, Texas
4031.	Harlingen, City of, Texas	4077.	Kyle, City of, Texas
4032.	Harris, County of, Texas	4078.	La Marque, City of, Texas
4033.	Harrison, County of, Texas	4079.	La Porte, City of, Texas
4034.	Hays, County of, Texas	4080.	Lake Jackson, City of, Texas
4035.	Henderson, City of, Texas	4081.	Lakeway, City of, Texas
4036.	Henderson, County of, Texas	4082.	Lamar, County of, Texas
4037.	Hereford, City of, Texas	4083.	Lamb, County of, Texas
4038.	Hewitt, City of, Texas	4084.	Lampasas, County of, Texas
4039.	Hidalgo, City of, Texas	4085.	Lancaster, City of, Texas
4040.	Hidalgo, County of, Texas	4086.	Laredo, City of, Texas
4041.	Highland, Village of, City of, Texas	4087.	Lavaca, County of, Texas
4042.	Hill, County of, Texas	4088.	League City, City of, Texas
4043.	Hockley, County of, Texas	4089.	Leander, City of, Texas
4044.	Hood, County of, Texas	4090.	Lee, County of, Texas
4045.	Hopkins, County of, Texas	4091.	Leon, County of, Texas
4046.	Horizon City, City of, Texas	4092.	Leon Valley, City of, Texas
4047.	Houston, City of, Texas	4093.	Levelland, City of, Texas
4048.	Houston, County of, Texas	4094.	Lewisville, City of, Texas
4049.	Howard, County of, Texas	4095.	Liberty, County of, Texas
4050.	Humble, City of, Texas	4096.	Limestone, County of, Texas
4051.	Hunt, County of, Texas	4097.	Little Elm, City of, Texas
4052.	Huntsville, City of, Texas	4098.	Live Oak, City of, Texas
4053.	Hurst, City of, Texas	4099.	Live Oak, County of, Texas
4054.	Hutchinson, County of, Texas	4100.	Llano, County of, Texas
4055.	Hutto, City of, Texas	4101.	Lockhart, City of, Texas
4056.	Ingleside, City of, Texas	4102.	Longview, City of, Texas
4057.	Irving, City of, Texas	4103.	Lubbock, City of, Texas
4058.	Jacinto City, City of, Texas	4104.	Lubbock, County of, Texas
4059.	Jackson, County of, Texas	4105.	Lufkin, City of, Texas
4060.	Jacksonville, City of, Texas	4106.	Lumberton, City of, Texas
4061.	Jasper, County of, Texas	4107.	Madison, County of, Texas
4062.	Jefferson, County of, Texas	4108.	Manor, City of, Texas
4063.	Jim Wells, County of, Texas	4109.	Mansfield, City of, Texas
4064.	Johnson, County of, Texas	4110.	Manvel, City of, Texas
4065.	Jones, County of, Texas	4111.	Marshall, City of, Texas
4066.	Karnes, County of, Texas	4112.	Matagorda, County of, Texas
4067.	Katy, City of, Texas	4113.	Maverick, County of, Texas
4068.	Kaufman, County of, Texas	4114.	McAllen, City of, Texas
4069.	Keller, City of, Texas	4115.	McKinney, City of, Texas
4070.	Kendall, County of, Texas	4116.	McLennan, County of, Texas
4071.	Kerr, County of, Texas	4117.	Medina, County of, Texas
4072.	Kerrville, City of, Texas	4118.	Melissa, City of, Texas
4073.	Kilgore, City of, Texas	4119.	Mercedes, City of, Texas
4074.	Killeen, City of, Texas	4120.	Mesquite, City of, Texas
4075.	Kingsville, City of, Texas	4121.	Midland, City of, Texas

4122.	Midland, County of, Texas	4168.	Princeton, City of, Texas
4123.	Midlothian, City of, Texas	4169.	Prosper, Town of, Texas
4124.	Milam, County of, Texas	4170.	Rains, County of, Texas
4125.	Mineral Wells, City of, Texas	4171.	Randall, County of, Texas
4126.	Mission, City of, Texas	4172.	Raymondville, City of, Texas
4127.	Missouri City, City of, Texas	4173.	Red Oak, City of, Texas
4128.	Montague, County of, Texas	4174.	Red River, County of, Texas
4129.	Montgomery, County of, Texas	4175.	Reeves, County of, Texas
4130.	Moore, County of, Texas	4176.	Richardson, City of, Texas
4131.	Morris, County of, Texas	4177.	Richmond, City of, Texas
4132.	Mount Pleasant, City of, Texas	4178.	Rio Grande City, City of, Texas
4133.	Murphy, City of, Texas	4179.	Robertson, County of, Texas
4134.	Nacogdoches, City of, Texas	4180.	Robinson, City of, Texas
4135.	Nacogdoches, County of, Texas	4181.	Robstown, City of, Texas
4136.	Navarro, County of, Texas	4182.	Rockport, City of, Texas
4137.	Nederland, City of, Texas	4183.	Rockwall, City of, Texas
4138.	New Braunfels, City of, Texas	4184.	Rockwall, County of, Texas
4139.	Newton, County of, Texas	4185.	Roma, City of, Texas
4140.	Nolan, County of, Texas	4186.	Rosenberg, City of, Texas
4141.	North Richland Hills, City of, Texas	4187.	Round Rock, City of, Texas
4142.	Nueces, County of, Texas	4188.	Rowlett, City of, Texas
4143.	Odessa, City of, Texas	4189.	Royse City, City of, Texas
4144.	Orange, City of, Texas	4190.	Runnels, County of, Texas
4145.	Orange, County of, Texas	4191.	Rusk, County of, Texas
4146.	Palestine, City of, Texas	4192.	Sabine, County of, Texas
4147.	Palo Pinto, County of, Texas	4193.	Sachse, City of, Texas
4148.	Pampa, City of, Texas	4194.	Saginaw, City of, Texas
4149.	Panola, County of, Texas	4195.	San Angelo, City of, Texas
4150.	Paris, City of, Texas	4196.	San Antonio, City of, Texas
4151.	Parker, County of, Texas	4197.	San Benito, City of, Texas
4152.	Pasadena, City of, Texas	4198.	San Jacinto, County of, Texas
4153.	Pearland, City of, Texas	4199.	San Juan, City of, Texas
4154.	Pearsall, City of, Texas	4200.	San Marcos, City of, Texas
4155.	Pecos, City of, Texas	4201.	San Patricio, County of, Texas
4156.	Pecos, County of, Texas	4202.	Santa Fe, City of, Texas
4157.	Pflugerville, City of, Texas	4203.	Schertz, City of, Texas
4158.	Pharr, City of, Texas	4204.	Scurry, County of, Texas
4159.	Plainview, City of, Texas	4205.	Seabrook, City of, Texas
4160.	Plano, City of, Texas	4206.	Seagoville, City of, Texas
4161.	Pleasanton, City of, Texas	4207.	Seguin, City of, Texas
4162.	Polk, County of, Texas	4208.	Selma, City of, Texas
4163.	Port Arthur, City of, Texas	4209.	Shelby, County of, Texas
4164.	Port Lavaca, City of, Texas	4210.	Sherman, City of, Texas
4165.	Port Neches, City of, Texas	4211.	Smith, County of, Texas
4166.	Portland, City of, Texas	4212.	Snyder, City of, Texas
4167.	Potter, County of, Texas	4213.	Socorro, City of, Texas

- 4214. South Houston, City of, Texas
- 4215. Southlake, City of, Texas
- 4216. Stafford, City of, Texas
- 4217. Starr, County of, Texas
- 4218. Stephenville, City of, Texas
- 4219. Sugar Land, City of, Texas
- 4220. Sulphur Springs, City of, Texas
- 4221. Sweetwater, City of, Texas
- 4222. Tarrant, County of, Texas
- 4223. Taylor, City of, Texas
- 4224. Taylor, County of, Texas
- 4225. Temple, City of, Texas
- 4226. Terrell, City of, Texas
- 4227. Terry, County of, Texas
- 4228. Texarkana, City of, Texas
- 4229. Texas City, City of, Texas
- 4230. The Colony, City of, Texas
- 4231. Titus, County of, Texas
- 4232. Tom Green, County of, Texas
- 4233. Tomball, City of, Texas
- 4234. Travis, County of, Texas
- 4235. Trinity, County of, Texas
- 4236. Trophy Club, Town of, Texas
- 4237. Tyler, City of, Texas
- 4238. Tyler, County of, Texas
- 4239. Universal City, City of, Texas
- 4240. University Park, City of, Texas
- 4241. Upshur, County of, Texas
- 4242. Uvalde, City of, Texas
- 4243. Uvalde, County of, Texas
- 4244. Val Verde, County of, Texas
- 4245. Van Zandt, County of, Texas
- 4246. Vernon, City of, Texas
- 4247. Victoria, City of, Texas
- 4248. Victoria, County of, Texas
- 4249. Vidor, City of, Texas
- 4250. Waco, City of, Texas
- 4251. Walker, County of, Texas
- 4252. Waller, County of, Texas
- 4253. Ward, County of, Texas
- 4254. Washington, County of, Texas
- 4255. Watauga, City of, Texas
- 4256. Waxahachie, City of, Texas
- 4257. Weatherford, City of, Texas
- 4258. Webb, County of, Texas
- 4259. Webster, City of, Texas
- 4260. Weslaco, City of, Texas
- 4261. West University Place, City of, Texas
- 4262. Wharton, County of, Texas
- 4263. White Settlement, City of, Texas
- 4264. Wichita, County of, Texas
- 4265. Wichita Falls, City of, Texas
- 4266. Wilbarger, County of, Texas
- 4267. Willacy, County of, Texas
- 4268. Williamson, County of, Texas
- 4269. Wilson, County of, Texas
- 4270. Wise, County of, Texas
- 4271. Wood, County of, Texas
- 4272. Wylie, City of, Texas
- 4273. Young, County of, Texas
- 4274. Zapata, County of, Texas
- 4275. Zavala, County of, Texas
- 4276. Alpine, City of, Utah
- 4277. American Fork, City of, Utah
- 4278. Bluffdale, City of, Utah
- 4279. Bountiful, City of, Utah
- 4280. Box Elder, County of, Utah
- 4281. Brigham City, City of, Utah
- 4282. Cache, County of, Utah
- 4283. Carbon, County of, Utah
- 4284. Cedar City, City of, Utah
- 4285. Cedar Hills, City of, Utah
- 4286. Centerville, City of, Utah
- 4287. Clearfield, City of, Utah
- 4288. Clinton, City of, Utah
- 4289. Cottonwood Heights, City of, Utah
- 4290. Davis, County of, Utah
- 4291. Draper, City of, Utah
- 4292. Duchesne, County of, Utah
- 4293. Eagle Mountain, City of, Utah
- 4294. Emery, County of, Utah
- 4295. Farmington, City of, Utah
- 4296. Grantsville, City of, Utah
- 4297. Heber, City of, Utah
- 4298. Herriman, City of, Utah
- 4299. Highland, City of, Utah
- 4300. Holladay, City of, Utah
- 4301. Hurricane, City of, Utah
- 4302. Iron, County of, Utah
- 4303. Juab, County of, Utah
- 4304. Kaysville, City of, Utah

- 4305. Kearns metro, Township of, Utah
- 4306. Layton, City of, Utah
- 4307. Lehi, City of, Utah
- 4308. Lindon, City of, Utah
- 4309. Logan, City of, Utah
- 4310. Magna metro, Township of, Utah
- 4311. Mapleton, City of, Utah
- 4312. Midvale, City of, Utah
- 4313. Millard, County of, Utah
- 4314. Millcreek, City of, Utah
- 4315. Morgan, County of, Utah
- 4316. Murray, City of, Utah
- 4317. North Logan, City of, Utah
- 4318. North Ogden, City of, Utah
- 4319. North Salt Lake, City of, Utah
- 4320. Ogden, City of, Utah
- 4321. Orem, City of, Utah
- 4322. Payson, City of, Utah
- 4323. Pleasant Grove, City of, Utah
- 4324. Pleasant View, City of, Utah
- 4325. Provo, City of, Utah
- 4326. Riverton, City of, Utah
- 4327. Roy, City of, Utah
- 4328. Salt Lake City, City of, Utah
- 4329. Salt Lake, County of, Utah
- 4330. San Juan, County of, Utah
- 4331. Sandy, City of, Utah
- 4332. Sanpete, County of, Utah
- 4333. Santaquin, City of, Utah
- 4334. Saratoga Springs, City of, Utah
- 4335. Sevier, County of, Utah
- 4336. Smithfield, City of, Utah
- 4337. South Jordan, City of, Utah
- 4338. South Ogden, City of, Utah
- 4339. South Salt Lake, City of, Utah
- 4340. Spanish Fork, City of, Utah
- 4341. Springville, City of, Utah
- 4342. St. George, City of, Utah
- 4343. Summit, County of, Utah
- 4344. Syracuse, City of, Utah
- 4345. Taylorsville, City of, Utah
- 4346. Tooele, City of, Utah
- 4347. Tooele, County of, Utah
- 4348. Uintah, County of, Utah
- 4349. Utah, County of, Utah
- 4350. Vernal, City of, Utah
- 4351. Vineyard, Town of, Utah
- 4352. Wasatch, County of, Utah
- 4353. Washington, City of, Utah
- 4354. Washington, County of, Utah
- 4355. Weber, County of, Utah
- 4356. West Haven, City of, Utah
- 4357. West Jordan, City of, Utah
- 4358. West Point, City of, Utah
- 4359. West Valley City, City of, Utah
- 4360. Woods Cross, City of, Utah
- 4361. Accomack, County of, Virginia
- 4362. Albemarle, County of, Virginia
- 4363. Alexandria, City of, Virginia
- 4364. Alleghany, County of, Virginia
- 4365. Amelia, County of, Virginia
- 4366. Amherst, County of, Virginia
- 4367. Appomattox, County of, Virginia
- 4368. Arlington, County of, Virginia
- 4369. Augusta, County of, Virginia
- 4370. Bedford, County of, Virginia
- 4371. Blacksburg, Town of, Virginia
- 4372. Botetourt, County of, Virginia
- 4373. Bristol, City of, Virginia
- 4374. Brunswick, County of, Virginia
- 4375. Buchanan, County of, Virginia
- 4376. Buckingham, County of, Virginia
- 4377. Campbell, County of, Virginia
- 4378. Caroline, County of, Virginia
- 4379. Carroll, County of, Virginia
- 4380. Charlotte, County of, Virginia
- 4381. Charlottesville, City of, Virginia
- 4382. Chesapeake, City of, Virginia
- 4383. Chesterfield, County of, Virginia
- 4384. Christiansburg, Town of, Virginia
- 4385. Clarke, County of, Virginia
- 4386. Colonial Heights, City of, Virginia
- 4387. Culpeper, County of, Virginia
- 4388. Culpeper, Town of, Virginia
- 4389. Danville, City of, Virginia
- 4390. Dickenson, County of, Virginia
- 4391. Dinwiddie, County of, Virginia
- 4392. Essex, County of, Virginia
- 4393. Fairfax, City of, Virginia
- 4394. Fairfax, County of, Virginia
- 4395. Falls Church, City of, Virginia
- 4396. Fauquier, County of, Virginia

4397.	Floyd, County of, Virginia	4443.	Page, County of, Virginia
4398.	Fluvanna, County of, Virginia	4444.	Patrick, County of, Virginia
4399.	Franklin, County of, Virginia	4445.	Petersburg, City of, Virginia
4400.	Frederick, County of, Virginia	4446.	Pittsylvania, County of, Virginia
4401.	Fredericksburg, City of, Virginia	4447.	Poquoson, City of, Virginia
4402.	Front Royal, Town of, Virginia	4448.	Portsmouth, City of, Virginia
4403.	Giles, County of, Virginia	4449.	Powhatan, County of, Virginia
4404.	Gloucester, County of, Virginia	4450.	Prince Edward, County of, Virginia
4405.	Goochland, County of, Virginia	4451.	Prince George, County of, Virginia
4406.	Grayson, County of, Virginia	4452.	Prince William, County of, Virginia
4407.	Greene, County of, Virginia	4453.	Pulaski, County of, Virginia
4408.	Greensville, County of, Virginia	4454.	Purcellville, Town of, Virginia
4409.	Halifax, County of, Virginia	4455.	Radford, City of, Virginia
4410.	Hampton, City of, Virginia	4456.	Richmond, City of, Virginia
4411.	Hanover, County of, Virginia	4457.	Roanoke, City of, Virginia
4412.	Harrisonburg, City of, Virginia	4458.	Roanoke, County of, Virginia
4413.	Henrico, County of, Virginia	4459.	Rockbridge, County of, Virginia
4414.	Henry, County of, Virginia	4460.	Rockingham, County of, Virginia
4415.	Herndon, Town of, Virginia	4461.	Russell, County of, Virginia
4416.	Hopewell, City of, Virginia	4462.	Salem, City of, Virginia
4417.	Isle of Wight, County of, Virginia	4463.	Scott, County of, Virginia
4418.	James City, County of, Virginia	4464.	Shenandoah, County of, Virginia
4419.	King George, County of, Virginia	4465.	Smyth, County of, Virginia
4420.	King William, County of, Virginia	4466.	Southampton, County of, Virginia
4421.	Lancaster, County of, Virginia	4467.	Spotsylvania, County of, Virginia
4422.	Lee, County of, Virginia	4468.	Stafford, County of, Virginia
4423.	Leesburg, Town of, Virginia	4469.	Staunton, City of, Virginia
4424.	Loudoun, County of, Virginia	4470.	Suffolk, City of, Virginia
4425.	Louisa, County of, Virginia	4471.	Sussex, County of, Virginia
4426.	Lunenburg, County of, Virginia	4472.	Tazewell, County of, Virginia
4427.	Lynchburg, City of, Virginia	4473.	Vienna, Town of, Virginia
4428.	Madison, County of, Virginia	4474.	Virginia Beach, City of, Virginia
4429.	Manassas, City of, Virginia	4475.	Warren, County of, Virginia
4430.	Manassas Park, City of, Virginia	4476.	Warrenton, Town of, Virginia
4431.	Martinsville, City of, Virginia	4477.	Washington, County of, Virginia
4432.	Mecklenburg, County of, Virginia	4478.	Waynesboro, City of, Virginia
4433.	Middlesex, County of, Virginia	4479.	Westmoreland, County of, Virginia
4434.	Montgomery, County of, Virginia	4480.	Williamsburg, City of, Virginia
4435.	Nelson, County of, Virginia	4481.	Winchester, City of, Virginia
4436.	New Kent, County of, Virginia	4482.	Wise, County of, Virginia
4437.	Newport News, City of, Virginia	4483.	Wythe, County of, Virginia
4438.	Norfolk, City of, Virginia	4484.	York, County of, Virginia
4439.	Northampton, County of, Virginia	4485.	Aberdeen, City of, Washington
4440.	Northumberland, County of, Virginia	4486.	Adams, County of, Washington
4441.	Nottoway, County of, Virginia	4487.	Anacortes, City of, Washington
4442.	Orange, County of, Virginia	4488.	Arlington, City of, Washington

- 4489. Asotin, County of, Washington
- 4490. Auburn, City of, Washington
- 4491. Bainbridge Island, City of, Washington
- 4492. Battle Ground, City of, Washington
- 4493. Bellevue, City of, Washington
- 4494. Bellingham, City of, Washington
- 4495. Benton, County of, Washington
- 4496. Bonney Lake, City of, Washington
- 4497. Bothell, City of, Washington
- 4498. Bremerton, City of, Washington
- 4499. Burien, City of, Washington
- 4500. Camas, City of, Washington
- 4501. Centralia, City of, Washington
- 4502. Chelan, County of, Washington
- 4503. Cheney, City of, Washington
- 4504. Clallam, County of, Washington
- 4505. Clark, County of, Washington
- 4506. Covington, City of, Washington
- 4507. Cowlitz, County of, Washington
- 4508. Des Moines, City of, Washington
- 4509. Douglas, County of, Washington
- 4510. East Wenatchee, City of, Washington
- 4511. Edgewood, City of, Washington
- 4512. Edmonds, City of, Washington
- 4513. Ellensburg, City of, Washington
- 4514. Enumclaw, City of, Washington
- 4515. Everett, City of, Washington
- 4516. Federal Way, City of, Washington
- 4517. Ferndale, City of, Washington
- 4518. Fife, City of, Washington
- 4519. Franklin, County of, Washington
- 4520. Gig Harbor, City of, Washington
- 4521. Grandview, City of, Washington
- 4522. Grant, County of, Washington
- 4523. Grays Harbor, County of, Washington
- 4524. Island, County of, Washington
- 4525. Issaquah, City of, Washington
- 4526. Jefferson, County of, Washington
- 4527. Kelso, City of, Washington
- 4528. Kenmore, City of, Washington
- 4529. Kennewick, City of, Washington
- 4530. Kent, City of, Washington
- 4531. King, County of, Washington
- 4532. Kirkland, City of, Washington
- 4533. Kitsap, County of, Washington
- 4534. Kittitas, County of, Washington
- 4535. Klickitat, County of, Washington
- 4536. Lacey, City of, Washington
- 4537. Lake Forest Park, City of, Washington
- 4538. Lake Stevens, City of, Washington
- 4539. Lakewood, City of, Washington
- 4540. Lewis, County of, Washington
- 4541. Liberty Lake, City of, Washington
- 4542. Lincoln, County of, Washington
- 4543. Longview, City of, Washington
- 4544. Lynden, City of, Washington
- 4545. Lynnwood, City of, Washington
- 4546. Maple Valley, City of, Washington
- 4547. Marysville, City of, Washington
- 4548. Mason, County of, Washington
- 4549. Mercer Island, City of, Washington
- 4550. Mill Creek, City of, Washington
- 4551. Monroe, City of, Washington
- 4552. Moses Lake, City of, Washington
- 4553. Mount Vernon, City of, Washington
- 4554. Mountlake Terrace, City of, Washington
- 4555. Mukilteo, City of, Washington
- 4556. Newcastle, City of, Washington
- 4557. Oak Harbor, City of, Washington
- 4558. Okanogan, County of, Washington
- 4559. Olympia, City of, Washington
- 4560. Pacific, County of, Washington
- 4561. Pasco, City of, Washington
- 4562. Pend Oreille, County of, Washington
- 4563. Pierce, County of, Washington
- 4564. Port Angeles, City of, Washington
- 4565. Port Orchard, City of, Washington
- 4566. Poulsbo, City of, Washington
- 4567. Pullman, City of, Washington
- 4568. Puyallup, City of, Washington
- 4569. Redmond, City of, Washington
- 4570. Renton, City of, Washington
- 4571. Richland, City of, Washington
- 4572. Sammamish, City of, Washington
- 4573. San Juan, County of, Washington
- 4574. SeaTac, City of, Washington
- 4575. Seattle, City of, Washington

4576. Sedro-Woolley, City of, Washington
4577. Shelton, City of, Washington
4578. Shoreline, City of, Washington
4579. Skagit, County of, Washington
4580. Skamania, County of, Washington
4581. Snohomish, City of, Washington
4582. Snohomish, County of, Washington
4583. Snoqualmie, City of, Washington
4584. Spokane, City of, Washington
4585. Spokane, County of, Washington
4586. Spokane Valley, City of, Washington
4587. Stevens, County of, Washington
4588. Sumner, City of, Washington
4589. Sunnyside, City of, Washington
4590. Tacoma, City of, Washington
4591. Thurston, County of, Washington
4592. Tukwila, City of, Washington
4593. Tumwater, City of, Washington
4594. University Place, City of, Washington
4595. Vancouver, City of, Washington
4596. Walla Walla, City of, Washington
4597. Walla Walla, County of, Washington
4598. Washougal, City of, Washington
4599. Wenatchee, City of, Washington
4600. West Richland, City of, Washington
4601. Whatcom, County of, Washington
4602. Whitman, County of, Washington
4603. Woodinville, City of, Washington
4604. Yakima, City of, Washington
4605. Yakima, County of, Washington
4606. Adams, County of, Wisconsin
4607. Allouez, Village of, Wisconsin
4608. Appleton, City of, Wisconsin
4609. Ashland, County of, Wisconsin
4610. Ashwaubenon, Village of, Wisconsin
4611. Baraboo, City of, Wisconsin
4612. Barron, County of, Wisconsin
4613. Bayfield, County of, Wisconsin
4614. Beaver Dam, City of, Wisconsin
4615. Bellevue, Village of, Wisconsin
4616. Beloit, City of, Wisconsin
4617. Brookfield, City of, Wisconsin
4618. Brown, County of, Wisconsin
4619. Brown Deer, Village of, Wisconsin
4620. Buffalo, County of, Wisconsin
4621. Burlington, City of, Wisconsin
4622. Burnett, County of, Wisconsin
4623. Caledonia, Village of, Wisconsin
4624. Calumet, County of, Wisconsin
4625. Cedarburg, City of, Wisconsin
4626. Chippewa, County of, Wisconsin
4627. Chippewa Falls, City of, Wisconsin
4628. Clark, County of, Wisconsin
4629. Columbia, County of, Wisconsin
4630. Crawford, County of, Wisconsin
4631. Cudahy, City of, Wisconsin
4632. Dane, County of, Wisconsin
4633. De Pere, City of, Wisconsin
4634. DeForest, Village of, Wisconsin
4635. Dodge, County of, Wisconsin
4636. Door, County of, Wisconsin
4637. Douglas, County of, Wisconsin
4638. Dunn, County of, Wisconsin
4639. Eau Claire, City of, Wisconsin
4640. Eau Claire, County of, Wisconsin
4641. Elkhorn, City of, Wisconsin
4642. Fitchburg, City of, Wisconsin
4643. Fond du Lac, City of, Wisconsin
4644. Fond du Lac, County of, Wisconsin
4645. Fort Atkinson, City of, Wisconsin
4646. Fox Crossing, Village of, Wisconsin
4647. Franklin, City of, Wisconsin
4648. Germantown, Village of, Wisconsin
4649. Glendale, City of, Wisconsin
4650. Grafton, Village of, Wisconsin
4651. Grand Chute, Town of, Wisconsin
4652. Grant, County of, Wisconsin
4653. Green Bay, City of, Wisconsin
4654. Green, County of, Wisconsin
4655. Green Lake, County of, Wisconsin
4656. Greendale, Village of, Wisconsin
4657. Greenfield, City of, Wisconsin
4658. Greenville, Town of, Wisconsin
4659. Harrison, Village of, Wisconsin
4660. Hartford, City of, Wisconsin
4661. Hobart, Village of, Wisconsin
4662. Holmen, Village of, Wisconsin
4663. Howard, Village of, Wisconsin
4664. Hudson, City of, Wisconsin
4665. Iowa, County of, Wisconsin
4666. Jackson, County of, Wisconsin

4667. Janesville, City of, Wisconsin
4668. Jefferson, County of, Wisconsin
4669. Juneau, County of, Wisconsin
4670. Kaukauna, City of, Wisconsin
4671. Kenosha, City of, Wisconsin
4672. Kenosha, County of, Wisconsin
4673. Kewaunee, County of, Wisconsin
4674. La Crosse, City of, Wisconsin
4675. La Crosse, County of, Wisconsin
4676. Lafayette, County of, Wisconsin
4677. Langlade, County of, Wisconsin
4678. Lincoln, County of, Wisconsin
4679. Lisbon, Town of, Wisconsin
4680. Little Chute, Village of, Wisconsin
4681. Madison, City of, Wisconsin
4682. Manitowoc, City of, Wisconsin
4683. Manitowoc, County of, Wisconsin
4684. Marathon, County of, Wisconsin
4685. Marinette, City of, Wisconsin
4686. Marinette, County of, Wisconsin
4687. Marquette, County of, Wisconsin
4688. Marshfield, City of, Wisconsin
4689. Menasha, City of, Wisconsin
4690. Menomonee Falls, Village of, Wisconsin
4691. Menomonie, City of, Wisconsin
4692. Mequon, City of, Wisconsin
4693. Middleton, City of, Wisconsin
4694. Milwaukee, City of, Wisconsin
4695. Milwaukee, County of, Wisconsin
4696. Monroe, City of, Wisconsin
4697. Monroe, County of, Wisconsin
4698. Mount Pleasant, Village of, Wisconsin
4699. Muskego, City of, Wisconsin
4700. Neenah, City of, Wisconsin
4701. New Berlin, City of, Wisconsin
4702. Oak Creek, City of, Wisconsin
4703. Oconomowoc, City of, Wisconsin
4704. Oconto, County of, Wisconsin
4705. Onalaska, City of, Wisconsin
4706. Oneida, County of, Wisconsin
4707. Oregon, Village of, Wisconsin
4708. Oshkosh, City of, Wisconsin
4709. Outagamie, County of, Wisconsin
4710. Ozaukee, County of, Wisconsin
4711. Pewaukee, City of, Wisconsin
4712. Pierce, County of, Wisconsin
4713. Platteville, City of, Wisconsin
4714. Pleasant Prairie, Village of, Wisconsin
4715. Plover, Village of, Wisconsin
4716. Polk, County of, Wisconsin
4717. Port Washington, City of, Wisconsin
4718. Portage, City of, Wisconsin
4719. Portage, County of, Wisconsin
4720. Price, County of, Wisconsin
4721. Racine, City of, Wisconsin
4722. Racine, County of, Wisconsin
4723. Richfield, Village of, Wisconsin
4724. Richland, County of, Wisconsin
4725. River Falls, City of, Wisconsin
4726. Rock, County of, Wisconsin
4727. Rusk, County of, Wisconsin
4728. Salem Lakes, Village of, Wisconsin
4729. Sauk, County of, Wisconsin
4730. Sawyer, County of, Wisconsin
4731. Shawano, County of, Wisconsin
4732. Sheboygan, City of, Wisconsin
4733. Sheboygan, County of, Wisconsin
4734. Shorewood, Village of, Wisconsin
4735. South Milwaukee, City of, Wisconsin
4736. St. Croix, County of, Wisconsin
4737. Stevens Point, City of, Wisconsin
4738. Stoughton, City of, Wisconsin
4739. Suamico, Village of, Wisconsin
4740. Sun Prairie, City of, Wisconsin
4741. Superior, City of, Wisconsin
4742. Sussex, Village of, Wisconsin
4743. Taylor, County of, Wisconsin
4744. Trempealeau, County of, Wisconsin
4745. Two Rivers, City of, Wisconsin
4746. Vernon, County of, Wisconsin
4747. Verona, City of, Wisconsin
4748. Vilas, County of, Wisconsin
4749. Walworth, County of, Wisconsin
4750. Washburn, County of, Wisconsin
4751. Washington, County of, Wisconsin
4752. Watertown, City of, Wisconsin
4753. Waukesha, City of, Wisconsin
4754. Waukesha, County of, Wisconsin

- 4755. Waunakee, Village of, Wisconsin
- 4756. Waupaca, County of, Wisconsin
- 4757. Waupun, City of, Wisconsin
- 4758. Wausau, City of, Wisconsin
- 4759. Waushara, County of, Wisconsin
- 4760. Wauwatosa, City of, Wisconsin
- 4761. West Allis, City of, Wisconsin
- 4762. West Bend, City of, Wisconsin
- 4763. Weston, Village of, Wisconsin
- 4764. Whitefish Bay, Village of,
Wisconsin
- 4765. Whitewater, City of, Wisconsin
- 4766. Winnebago, County of, Wisconsin
- 4767. Wisconsin Rapids, City of,
Wisconsin
- 4768. Wood, County of, Wisconsin
- 4769. Albany, County of, Wyoming
- 4770. Big Horn, County of, Wyoming
- 4771. Campbell, County of, Wyoming
- 4772. Carbon, County of, Wyoming
- 4773. Casper, City of, Wyoming
- 4774. Cheyenne, City of, Wyoming
- 4775. Converse, County of, Wyoming
- 4776. Evanston, City of, Wyoming
- 4777. Fremont, County of, Wyoming
- 4778. Gillette, City of, Wyoming
- 4779. Goshen, County of, Wyoming
- 4780. Green River, City of, Wyoming
- 4781. Jackson, Town of, Wyoming
- 4782. Laramie, City of, Wyoming
- 4783. Laramie, County of, Wyoming
- 4784. Lincoln, County of, Wyoming
- 4785. Natrona, County of, Wyoming
- 4786. Park, County of, Wyoming
- 4787. Riverton, City of, Wyoming
- 4788. Rock Springs, City of, Wyoming
- 4789. Sheridan, City of, Wyoming
- 4790. Sheridan, County of, Wyoming
- 4791. Sweetwater, County of, Wyoming
- 4792. Teton, County of, Wyoming
- 4793. Uinta, County of, Wyoming

Illustrative List of Released Entities for The Kroger Co.

84.51 HQ Building Company, LLC [Ohio]
84.51 LLC [Ohio]
AD-RX Pharmacy
Alpha Beta Company [California]
America's Beverage Company
Ansonborough Square Investors I, LLC [Delaware]
Ansonborough Square Retail, LLC [South Carolina]
Ascent Health Services LLC [Delaware]
Axiom Healthcare Pharmacy, Inc.
Axiom Healthcare Pharmacy Puerto Rico
Axiom Ocoee Pharmacy, LLC
Axiom Pharmacy Holdings, Inc.
Baker's
Baker's Supermarkets
Bay Area Warehouse Stores, Inc. [California]
Beech Tree Holdings, LLC [Delaware]
Bleecker Ventures LLC [New York]
Bluefield Beverage Company [Ohio]
Box Cutter, Inc. [New York]
Cala Co. [Delaware]
Cala Foods, Inc. [California]
CB&S Advertising Agency, Inc. [Oregon]
Cheeses of All Nations, Inc. [New York]
Chef's Choice Catering
City Market
City Market Fuel Center
City Market Pharmacy

Columbus Central Fill
Country Oven Bakery
Country Oven, Inc. [Ohio]
Crawford Stores, Inc. [California]
Creedmoor Retail, LLC [North Carolina]
Crossroad Farms Dairy
Dillon Companies, Inc.
Dillon Companies, LLC [Kansas]
Dillon Real Estate Co., Inc. [Kansas]
Dillons
Dillons Marketplace
Dillons Pharmacy
Distribution Trucking Company [Oregon]
Dotto, Inc. [Indiana]
Edgewood Plaza Holdings, LLC [Ohio]
Embassy International, Inc. [Ohio]
Econdisc Contracting Solutions, LLC [Delaware]
Farmacia Doral, Inc. [Puerto Rico]
FM, Inc. [Utah]
FMJ Ecommerce
FMJ, Inc. [Delaware]
Food 4 Less
Food 4 Less GM, Inc. [California]
Food 4 Less Holdings, Inc. [Delaware]
Food 4 Less Merchandising, Inc. [California]
Food 4 Less Midwest
Food 4 Less of California, Inc. [California]
Food 4 Less of Southern California, Inc. [Delaware]

Foods Co.
Foods Plus
Fred Meyer
Fred Meyer Cork & Tap
Fred Meyer Fuel Center
Fred Meyer Fuel Stop
Fred Meyer Jewelers
Fred Meyer Jewelers Mail Order
Fred Meyer Jewelers, Inc. [California]
Fred Meyer Pharmacy
Fred Meyer Stores, Inc. [Ohio]
Fred Meyer, Inc. [Delaware]
fredmeyerjewelers.com
Fresh Distribution Services LLC [Ohio]
Fry's Food Stores
Fry's Marketplace
Fry's Mercado
Gene Maddy Drugs
Gerbes Supermarkets
Glasswing Labs LLC [Ohio]
Glendale/Goodwin Realty I, LLC [Ohio]
Grubstake Investments, LLC [Oregon]
Harris Teeter
Harris Teeter Properties, LLC [North Carolina]
Harris Teeter Supermarkets, Inc. [North Carolina]
Harris Teeter, LLC [North Carolina]
Harris-Teeter Services, Inc. [North Carolina]
Healthy Options Inc. [Delaware]

Henpil, Inc. [Texas]
Home Chef
Hood-Clayton Logistics LLC [Georgia]
HT Fuel DE, LLC [Delaware]
HT Fuel NC, LLC [North Carolina]
HT Fuel SC, LLC [South Carolina]
HT Fuel VA, LLC [Virginia]
HTGBD, LLC [North Carolina]
HTP Bluffton, LLC [North Carolina]
HTP Plaza LLC [North Carolina]
HTP Relo, LLC [North Carolina]
HTPS, LLC [North Carolina]
HTTAH, LLC [North Carolina]
Hughes Markets, Inc. [California]
Hughes Realty, Inc. [California]
I.T.A., Inc. [Wisconsin]
Inter American Products, Inc. [Ohio]
Inter-American Foods, Inc. [Ohio]
Inter-American Products
IRP, LLC [Wisconsin]
ITAC 119, LLC [North Carolina]
ITAC 265, LLC [North Carolina]
J.V. Distributing, Inc. [Michigan]
JayC Food Stores
Jondex Corp. [Wisconsin]
Jubilee Carolina, LLC [North Carolina]
K. B. Specialty Foods
KCDE – 2013, LLC [Ohio]

KCDE-2 LLC [Ohio]
KCDE-3 LLC [Ohio]
KCDE-4 LLC [Ohio]
KCDE-5 LLC [Ohio]
KDL
Kee Trans, Inc. [Wisconsin]
Kenlake Foods
Kentucky Distribution Center
Kessel Food Markets
Kessel Pharmacies
Kettle Merger Sub, Inc. [Delaware]
KGO LLC [Ohio]
King Soopers
King Soopers Fresh Fare
King Soopers Fuel Center
King Soopers Marketplace
Kiosk Medicine Kentucky, LLC [Kentucky]
Kiosk Medicine Kentucky PSC
Kirkpatrick West Retail, LLC [Virginia]
Kitchen 1883
KPF, LLC [Delaware]
KPS, LLC [Ohio]
KRGP LLC [Ohio]
KRLP Inc. [Ohio]
Kroger
Kroger Community Development Entity, LLC [Ohio]
Kroger Dedicated Logistics Co. [Ohio]
Kroger Fresh Fare

Kroger Fulfillment Network, LLC [Ohio]
Kroger G.O. LLC [Ohio]
Kroger Health
Kroger Health Navigator LLC [Ohio]
Kroger HQ LLC [Ohio]
Kroger Limited Partnership I [Ohio]
Kroger Limited Partnership II [Ohio]
Kroger LM Real Estate Holdings, LLC [Ohio]
Kroger Management – Corryville, LLC [Ohio]
Kroger Management – NMTC Athens I, LLC [Ohio]
Kroger Management – NMTC Champaign I, LLC [Ohio]
Kroger Management – NMTC Champaign II, LLC [Ohio]
Kroger Management – NMTC Cincinnati I, LLC [Ohio]
Kroger Management – NMTC Danville I, LLC [Ohio]
Kroger Management – NMTC Logansport I, LLC [Ohio]
Kroger Management – NMTC Missouri I, LLC [Ohio]
Kroger Management – NMTC Olney I, LLC [Ohio]
Kroger Management – NMTC Omaha I, LLC [Ohio]
Kroger Management – NMTC Portsmouth I, LLC [Ohio]
Kroger Management Co. [Michigan]
Kroger Marketplace
Kroger MC Holdings, LLC [Ohio]
Kroger MTL Management, LLC [Ohio]
Kroger NMTC Fremont I, LLC [Ohio]
Kroger Opportunity Fund I, Inc. [Ohio]
Kroger OZ1 Inc. [Ohio]
Kroger OZ1 LLC [Ohio]
Kroger OZ2 Inc. [Ohio]

Kroger OZ2 LLC [Ohio]
Kroger OZ3 LLC [Ohio]
Kroger OZ3 Inc. [Ohio]
Kroger Pharmacy
Kroger Prescription Plans, Inc. [Ohio]
Kroger Specialty Infusion AL
Kroger Specialty Infusion AL, LLC [Alabama]
Kroger Specialty Infusion CA
Kroger Specialty Infusion CA, LLC [California]
Kroger Specialty Infusion FL 2
Kroger Specialty Infusion Holdings, Inc. [Delaware]
Kroger Specialty Infusion TX
Kroger Specialty Infusion TX, LLC [Texas]
Kroger Specialty Pharmacy CA
Kroger Specialty Pharmacy CA 2, LLC
Kroger Specialty Pharmacy CA 3
Kroger Specialty Pharmacy CA 4
Kroger Specialty Pharmacy CA, LLC [Delaware]
Kroger Specialty Pharmacy FL
Kroger Specialty Pharmacy FL 2 LLC [Delaware]
Kroger Specialty Pharmacy Holdings 2, Inc. [Delaware]
Kroger Specialty Pharmacy Holdings 3, LLC [Delaware]
Kroger Specialty Pharmacy Holdings I, Inc. [Delaware]
Kroger Specialty Pharmacy Holdings, Inc. [Delaware]
Kroger Specialty Pharmacy LA
Kroger Specialty Pharmacy LA, LLC [Louisiana]
Kroger Specialty Pharmacy MS
Kroger Specialty Pharmacy Puerto Rico

Kroger Specialty Pharmacy TX
Kroger Specialty Pharmacy, Inc. [Florida]
Kroger Texas L.P. [Ohio]
KV Anderson, LLC [Delaware]
Latta Village, LLC [North Carolina]
LCGP3 Home Cooking, Inc. [Delaware]
Littman Jewelers
littmanjewelers.com
Local Mkt LLC [Ohio]
Main & Vine LLC [Ohio]
Main Street Spirits LLC [Ohio]
Mariano's
Mariano's Pharmacy
Matthews Property 1, LLC [North Carolina]
Mega Marts, LLC [Wisconsin]
Metro Market
Michigan Dairy
Michigan Dairy, L.L.C. [Michigan]
Modern HC Holdings, Inc.
Modern HC Pharmacy, Inc.
ModernHEALTH Specialty (AD-RX), LLC
ModernHEALTH Specialty (PX), LLC
Murray's Cheese
Murray's Cheese Bar
Murray's Cheese LLC [Ohio]
Murray's LIC LLC [New York]
Murray's Table
Murray's Table LLC [New York]

Owen's Supermarket
Pace Dairy Foods Company [Ohio]
Pace Dairy of Indiana
Paramount Logistics, LLC [Ohio]
Pay Less Super Markets
Pay Less Super Markets, Inc. [Indiana]
Peyton's Fountain
Peyton's Phoenix
Peyton's Mid-South Company
Peyton's Northern
Peyton's Southeastern
Peyton's-Southeastern, Inc. [Tennessee]
Pick 'n Save
Plum Labs LLC [Ohio]
Pontiac Foods, Inc. [South Carolina]
Postal Prescription Services
Q20 Pub
QFC
QFC Cork & Tap
QFC Fuel Station/Center
QFC Fuel Stop
Quality Food Centers
Queen City Assurance, Inc. [Vermont]
Ralphs
Ralphs Fresh Fare
Ralphs Grocery Company [Ohio]
RBF, LLC [Wisconsin]
RCK Foods

Relish Labs LLC [Delaware]
Retail Procurement Alliance LLC [Delaware]
RGC Southeast Properties LLC [Ohio]
Rocket Newco, Inc. [Texas]
Roundy's Acquisition Corp. [Delaware]
Roundy's Illinois, LLC [Wisconsin]
Roundy's Supermarkets, Inc. [Wisconsin]
Roundy's, Inc. [Delaware]
Ruler Foods
Second Story, Inc. [Washington]
Shop-Rite, LLC [Wisconsin]
Smith's Beverage of Wyoming, Inc. [Wyoming]
Smith's Express
Smith's Food & Drug
Smith's Food & Drug Centers, Inc. [Ohio]
Smith's Fuel Centers
Smith's Marketplace
Stallings Investors I, LLC [North Carolina]
Sunrise R&D Holdings, LLC [Ohio]
Sunrise Technology LLC [Ohio]
Swan Island Dairy
The Kroger Co.
The Kroger Co. of Michigan [Michigan]
The Little Clinic
The Little Clinic LLC [Delaware]
The Little Clinic Management Services LLC [Delaware]
The Little Clinic of Arizona LLC [Delaware]
The Little Clinic of Colorado LLC [Delaware]

The Little Clinic of Florida LLC
The Little Clinic of Georgia LLC
The Little Clinic of IN LLC [Delaware]
The Little Clinic of Indiana LLC [Indiana]
The Little Clinic of Kansas LLC [Delaware]
The Little Clinic of MI, LLC
The Little Clinic of Michigan LLC [Delaware]
The Little Clinic of Mississippi LLC [Delaware]
The Little Clinic of Ohio LLC [Ohio]
The Little Clinic of Oregon LLC
The Little Clinic of Tennessee LLC [Delaware]
The Little Clinic of Texas LLC
The Little Clinic of TX LLC [Delaware]
The Little Clinic of Virginia LLC
The Little Clinic of VA LLC [Delaware]
TLC of MI, LLC [Michigan]
The Little Clinic of Michigan LLC [Delaware]
The Little Clinic of Washington LLC [Delaware]
TLC Corporate Services LLC [Delaware]
TLC Immunization Clinic LLC [Delaware]
TLC of Georgia LLC [Delaware]
TLC Physician Services of Texas, Inc.
TLCRx, LLC
TLCRx Holdings, LLC
Topvalco, Inc. [Ohio]
Total Life Care Rx Pharmacy, LLC
Ultimate Mart, LLC [Wisconsin]
Ultra Mart Foods, LLC [Wisconsin]

Vandervoort Dairy Foods Company

Vine Court Assurance Incorporated [Vermont]

Vitacost.com, Inc. [Delaware]

Winchester Farms Dairy

Woodmont Holdings, LLC [North Carolina]

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [\[website link to national settlement website to be provided\]](#).
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

Settlement Fund Administrator Terms

[Exhibit to be inserted prior to the Effective Date]

EXHIBIT M-1: PAYMENT SCHEDULE

Payment Year and Payment Date	Maximum Annual Fees Payment (See Exhibit M-3)	Maximum Annual Remediation Payment (See Exhibit M-2)	Annual Maximum
Year 1 March 31, 2024	\$28,800,000.00	\$109,090,909.09	\$ 137,890,909.09
Year 2 March 31, 2025	\$28,800,000.00	\$109,090,909.09	\$ 137,890,909.09
Year 3 March 31, 2026	\$28,800,000.00	\$109,090,909.09	\$ 137,890,909.09
Year 4 March 31, 2027	\$28,800,000.00	\$109,090,909.09	\$ 137,890,909.09
Year 5 March 31, 2028	\$28,800,000.00	\$109,090,909.09	\$ 137,890,909.09
Year 6 March 31, 2029	\$28,800,000.00	\$109,090,909.09	\$ 137,890,909.09
Year 7 March 31, 2030	---	\$109,090,909.09	\$109,090,909.09
Year 8 March 31, 2031	---	\$109,090,909.09	\$109,090,909.09
Year 9 March 31, 2032	---	\$109,090,909.09	\$109,090,909.09
Year 10 March 31, 2033	---	\$109,090,909.09	\$109,090,909.09
Year 11 March 31, 2034	---	\$109,090,909.10	\$109,090,909.10
Total	\$172,800,000.00	\$1,200,000,000.00	\$1,372,800,000.00

EXHIBIT M-2: MAXIMUM ANNUAL REMEDIATION PAYMENT SCHEDULE
(See Notes on next page)

Payment Year	Maximum Base Payments (38%)	Maximum Incentive Payment A (62%)	Maximum Incentive Payment BC (59%)	Maximum Incentive Payment D (10%)	Maximum Annual Remediation Payment
Year 1	\$109,090,909.09	---	---	---	\$109,090,909.09
Year 2	\$ 34,690,909.09	\$74,400,000.00	\$74,400,000.00	---	\$109,090,909.09
Year 3	\$34,690,909.09	\$74,400,000.00	\$74,400,000.00	---	\$109,090,909.09
Year 4	\$34,690,909.09	\$74,400,000.00	\$74,400,000.00	---	\$109,090,909.09
Year 5	\$34,690,909.09	\$74,400,000.00	\$74,400,000.00	---	\$109,090,909.09
Year 6	\$34,690,909.09	\$74,400,000.00	\$68,400,000.00	\$20,000,000.00	\$109,090,909.09
Year 7	\$34,690,909.09	\$74,400,000.00	\$68,400,000.00	\$20,000,000.00	\$109,090,909.09
Year 8	\$34,690,909.09	\$74,400,000.00	\$68,400,000.00	\$20,000,000.00	\$109,090,909.09
Year 9	\$34,690,909.09	\$74,400,000.00	\$68,400,000.00	\$20,000,000.00	\$109,090,909.09
Year 10	\$34,690,909.09	\$74,400,000.00	\$68,400,000.00	\$20,000,000.00	\$109,090,909.09
Year 11	\$34,690,909.10	\$74,400,000.00	\$68,400,000.00	\$20,000,000.00	\$109,090,909.10
Total	\$456,000,000.00	\$744,000,000.00	\$708,000,000.00	\$120,000,000.00	\$1,200,000,000.00

NOTES TO EXHIBIT M-2:

1. All figures for the Maximum Base Payment, Maximum Incentive A Payment, and Maximum Incentive Payment BC are maximum figures that reflect the following:
 - An assumption that all Eligible States are Settling States.
 - An assumption that all Settling States earn the full amount of the relevant incentive payment.
2. All figures for the Maximum Incentive Payment D show the amount earned based on all Settling States obtaining its maximum value of 10%, and reflect the following:
 - An assumption that all Eligible States are Settling States.
 - An assumption that all Settling States are eligible for Incentive Payment D in every Payment Year in which Incentive D is paid.
3. All figures for the Maximum Annual Remediation Payment reflect the following:
 - An assumption that all Eligible States are Settling States.
 - An assumption that each Settling State earn the maximum amount of the available Incentive Payment by either qualifying for Incentive Payment A, or the combination of obtaining a 100% participation percentage for Incentive Payment BC and earning Incentive Payment D at a value of 3%).
4. Pursuant to the terms of the Settlement Agreement, Kroger will never have to pay both the Maximum Incentive Payment BC and Maximum Incentive Payment D.
5. Any offsets for Eligible States that are Non-Settling States would be deducted from the Maximum Base Payment, Maximum Incentive Payments (A, BC, and D), and Maximum Annual Remediation Payment by subtracting the amount of the payment times the Overall State Allocation Percentage for each Non-Settling State.
6. A Settling State may receive Base Payments and Incentive Payments totaling more than one hundred percent (100%) of its respective Overall Allocation Percentage in Year 11 if it is eligible to receive an Earnback Payment. The maximum aggregate Earnback Payment for all Settling States shall be lesser of the Total Unearned Incentive Payments for all Settling States, or \$24 million.

EXHIBIT M-3: ANNUAL FEES PAYMENT SCHEDULE

Payment Year	Maximum Exhibit R Attorney Fee and Cost Funds	State Cost Fund	Maximum State Outside Counsel Fee Fund	Maximum Additional Remediation Amount	Maximum Annual Fees Payment
Year 1	\$24,800,000.00	\$4,000,000.00	---	---	\$28,800,000.00
Year 2	\$24,800,000.00	\$4,000,000.00	---	---	\$28,800,000.00
Year 3	\$24,800,000.00	---	\$4,000,000.00	---	\$28,800,000.00
Year 4	\$24,800,000.00	---	\$4,000,000.00	---	\$28,800,000.00
Year 5	\$24,800,000.00	---	---	\$4,000,000.00	\$28,800,000.00
Year 6	\$24,800,000.00	---	---	\$4,000,000.00	\$28,800,000.00
Total	\$148,800,000.00	\$8,000,000.00	\$8,000,000.00	\$8,000,000.00	\$172,800,000.00

Exhibit N
Additional Remediation Amount Allocation Percentages

Alabama	1.7152787070%
Arizona	5.9800876654%
Arkansas	1.1808099025%
California	10.6637674536%
Colorado	6.0882035192%
Delaware	0.2375520204%
District of Columbia	0.1934446040%
Florida	1.5103278758%
Georgia	4.8106639496%
Idaho	0.8370243518%
Illinois	3.5752351537%
Indiana	3.7562872084%
Kansas	2.1269585440%
Kentucky	5.0788761771%
Louisiana	1.5747183980%
Maryland	1.1342694829%
Michigan	3.6565857006%
Mississippi	0.9269657878%
Missouri	2.1557235080%
Montana	0.3359351316%
Nebraska	0.4483689411%
Nevada	2.3309101829%
North Carolina	3.4934582851%
Ohio	11.7688096174%
Oregon	3.4072154665%
South Carolina	1.6544897238%
Tennessee	3.7484829624%
Texas	6.7641163029%
Virginia	2.4507285691%
Washington	4.1476226956%
Wisconsin	1.8898205597%
Wyoming	0.3572615522%

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be deemed as agreed to when it has been approved by the State and either (a) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes do not function as local governments, 15% of or more of the Settling State's non-county Subdivisions), by number.
2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.
3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes¹ the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; provided that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each non-county Subdivision (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.
4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

¹ Certain states do not have counties or parishes that have functional governments, including Alaska.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Pharmacy Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms

I. INTRODUCTION

1. Except where these Injunctive Terms specify a different implementation period, Kroger shall implement the Injunctive Terms set forth below in Sections II through XVIII by the Injunctive Terms Implementation Date (defined below).
2. To the extent that Kroger already has in place positions, committees, departments, policies or programs that satisfy the Injunctive Terms, no re-naming or other change is required by these Injunctive Terms.
3. Overview
 - a. Kroger will implement or maintain a Controlled Substance Compliance Program (“CSCP”).
 - b. The CSCP must include written standard operating procedures and/or corporate policies (the “CSCP Policies and Procedures”) required by these Injunctive Terms.
 - c. The CSCP shall apply during the term of these Injunctive Terms, to each of Kroger’s retail pharmacy stores that dispense Schedule II Designated Controlled Substances and are registered or licensed with each Settling State.
 - d. Kroger shall provide a copy of the relevant CSCP Policies and Procedures to each Settling State within sixty (60) days of the Injunctive Terms Implementation Date. To the extent any implementation is expected to require additional time, the Parties agree to work together in good faith to establish a timeline for implementation. No later than thirty (30) days after the Injunctive Terms Implementation Date, each Settling State shall identify the person or office to whom Kroger must provide a copy of the relevant CSCP Policies and Procedures and any other State-specific reporting required under these Injunctive Terms.
 - e. Settling States shall form the States Injunctive Relief Committee to serve as a point of contact for Kroger and to perform such other roles as set forth herein. Upon the committee’s formation, Settling States shall provide notice to Kroger of the members of the committee.
4. Compliance with Laws
 - a. Kroger acknowledges and agrees that its pharmacies must comply with applicable state and federal laws, regulations, and rules, including those

regarding the dispensing of Controlled Substances. The requirements of these Injunctive Terms are in addition to, and not in lieu of, any other requirements of federal, state, or local law. Nothing in the Injunctive Terms shall be construed as relieving Kroger of the obligation of its pharmacies to comply with all federal, state and local laws, regulations or rules, nor shall any of the provisions of the Injunctive Terms be deemed as permission for Kroger to engage in any acts or practices prohibited by such laws, regulations or rules.

- b. The Injunctive Terms are not intended to and shall not be interpreted to prevent Kroger from taking or implementing any other compliance or policy steps that are more restrictive or that are necessary to conform with federal, state, or local legal requirements, unless such steps would conflict with State or local law. The Injunctive Terms are not intended to and shall not be interpreted to require Kroger to inventory any Controlled Substances or any particular Controlled Substances or to require dispensing of any Controlled Substances or of any individual, types, subsets or categories of Controlled Substances prescriptions.
- c. In the event that Kroger determines that there may be a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or interpretations of such laws articulated by an agency responsible for enforcing such laws or a court (“Express Interpretations”), such that Kroger determines that it cannot comply with the Injunctive Terms without violating these express requirements or Express Interpretations, Kroger shall follow the express requirements of the federal, state or local law or Express Interpretation thereof and shall provide notice to the Settling State(s). Within thirty (30) days after receipt of a notification from Kroger referenced above, Kroger and the State shall meet and discuss the potential conflict, and Kroger shall comply with any reasonable requests from the Settling State as necessary to determine whether there is a conflict between the Injunctive Terms and the express requirements of federal, state, or local laws, or Express Interpretations. In the event that Kroger believes a court or administrative action brought by a governmental body in a Settling State has commenced against it or its pharmacists for actions required by the Injunctive Terms, then Kroger may notify the Attorney General of the Settling State of such pending action. If the State agrees that the court or administrative action is a result of actions required by the Injunctive Terms, the State will engage in best efforts to resolve the conflict or assist in achieving resolution of the court or administrative action. Nothing in this paragraph shall (i) limit the right of the Settling State to disagree with Kroger as to the conflict; (ii) be deemed to relieve Kroger from following any subsequently enacted law or regulation, or judicial decisions from a regulatory authority with jurisdiction over controlled substances that is more restrictive than the provisions of the Injunctive Terms, or from following the Injunctive Terms if they are more restrictive than applicable laws at issue in the administrative action if there is no conflict; (iii) be deemed to relieve Kroger from adhering to the outcome of a court or administrative action when it is determined that there is no conflict; or (iv) limit a Settling State’s ability to relieve Kroger of a duty under these Injunctive

Terms if that Settling State determines that that term is in conflict with that Settling State's express legal requirements.

- d. Kroger shall retain all records it is required to create pursuant to its obligations hereunder for a period outlined in appendix A, unless otherwise specified. Nothing in these Injunctive Terms shall prevent a Settling State from issuing a lawful subpoena or Civil Investigative Demand (CID) for records pursuant to an applicable law.
5. No Admission and No Use as Evidence. Kroger does not admit liability or wrongdoing. These Injunctive Terms shall not be considered, construed, or represented to be (1) an admission, concession, or evidence of liability, wrongdoing, or to impose the existence of any legal obligations or requirements other than the requirement to follow these Injunctive Terms, or (2) a waiver or limitation of any defense otherwise available to Kroger. These Injunctive Terms shall not be offered or received in evidence or otherwise relied on in any action or proceeding for any purpose other than in an action or proceeding to modify or enforce or monitor compliance with these Injunctive Terms.

II. TERM AND SCOPE

1. The term of these Injunctive Terms shall be from the Injunctive Terms Implementation Date until November 15, 2032, unless otherwise specified herein.
2. Except as otherwise stated herein, the Injunctive Terms shall apply to Kroger's retail pharmacy stores located in, and registered or licensed with, each Settling State that dispense Schedule II Designated Controlled Substances to Patients, including any Schedule II Designated Controlled Substances dispensed by any such retail pharmacy stores that are mailed or shipped to patients in a Settling State. Should Kroger operate an online pharmacy that is registered or licensed to dispense Schedule II Designated Controlled Substances in any Settling State while these Injunctive Terms are in effect, the Injunctive Terms shall apply to such pharmacy as well.¹
3. These Injunctive Terms may be amended by mutual agreement of a majority of the States Injunctive Relief Committee and Settling Pharmacy. Any such amendments must be in writing.

III. DEFINITIONS

1. The term "Distributor Injunctive Terms" means Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

¹ Kroger's specialty and mail order pharmacies are not subject to, and are not online pharmacies for purposes of, these Injunctive Terms.

2. The term “Block” means an action taken by Kroger preventing or otherwise prohibiting any Settling Pharmacy pharmacist from filling prescriptions for Controlled Substances from a specific identified Prescriber.
3. The term “Clearinghouse” means the system established by Section XVII of the Distributor Injunctive Terms.
4. The term “Controlled Substances” means those substances designated under schedules II-V pursuant to the federal Controlled Substances Act.
5. The term “Designated Controlled Substances” shall be limited to: (a) oxycodone; (b) hydrocodone; (c) hydromorphone; (d) tramadol; (e) oxymorphone; (f) morphine; (g) methadone; and (h) fentanyl.
6. The term “Injunctive Terms Implementation Date” means sixty (60) days after the Effective Date of the Settlement Agreement as defined in Section I.V of the Kroger Settlement Agreement.
7. The term “National Arbitration Panel” is defined in Section I.LL of the Kroger Settlement Agreement.
8. The term “Patient” means any individual who receives a prescription for a Designated Controlled Substance from a Prescriber, whether legally valid or not, and attempts to fill it at one of Kroger’s pharmacy stores in a Settling State.
9. The term “Prescriber” means any individual that has issued a prescription for a Designated Controlled Substance, whether legally valid or not, that is presented to Kroger in a Settling State.
10. The term “Red Flag(s)” means the enumerated Patient Red Flags, Prescription Red Flags, and Prescriber Red Flags set out in Section IX.
11. The term “Settling State(s)” means each State that is a signatory to the Kroger Settlement Agreement.
12. The term “States Injunctive Relief Committee” means a committee representing the Settling States composed of between four and eight members designated by the Settling States. The members of the States Injunctive Relief Committee shall be employees of a Settling State’s Office of Attorney General and/or employees of another agency of a Settling State.
13. The term “Kroger Settlement Agreement” means the settlement agreement dated as of March 22, 2024, between and among the Settling States, the Participating Subdivisions and Kroger.

IV. CONTROLLED SUBSTANCE COMPLIANCE PERSONNEL

1. Kroger shall designate a Controlled Substance Compliance Director, or other appropriately titled position, to be a member of the Controlled Substance Compliance Committee (described below in Section VI), and to oversee a Controlled Substance Compliance Department and Kroger's compliance with 21 C.F.R. 1306.04 and these Injunctive Terms. As used in these Injunctive Terms, the terms "Controlled Substance Compliance Committee" and "Controlled Substance Compliance Department" refer to the entity or entities, however titled, that carry out the functions required by these Injunctive Terms. Notwithstanding the preceding sentence, to the extent an existing position, committee or department carries out the functions required by these Injunctive Terms, any other functions undertaken by such position, committee or department shall not be subject to these Injunctive Terms or oversight by the Settling States pursuant to these Injunctive Terms. The position, committee and department discussed in these Terms may bear different names and need not be limited to the roles and functions set forth herein.
2. The Controlled Substance Compliance Director shall have knowledge of and experience with the laws and regulation of Controlled Substances, in particular the regulations in 21 C.F.R. § 1306.04.
3. The Controlled Substance Compliance Director shall provide at least quarterly reports to the Controlled Substance Compliance Committee (described below in Section VI) regarding Kroger's compliance with these Injunctive Terms, including the implementation of any changes to the CSCP Policies and Procedures required by these Injunctive Terms.
4. Staffing levels of Kroger's Controlled Substance Compliance Department shall be reviewed periodically, but at least on an annual basis, by Kroger's Controlled Substance Compliance Committee to assess whether such staffing levels are sufficient for the Controlled Substance Compliance Department to comply with this Agreement. This review shall include consideration of relevant developments in technology, law, and regulations.
5. Throughout the term of these Injunctive Terms, Kroger shall maintain a telephone and electronic submission hotline(s) (the "Hotline") to permit employees and/or Patients and/or members of the public to anonymously report suspected inappropriate or illegitimate dispensing, prescribing or diversion of Designated Controlled Substances, violations of the CSCP Policies and Procedures, these Injunctive Terms, or other applicable law related to Designated Controlled Substances. The Hotline may be implemented by adding a dedicated option to existing systems that includes reporting regarding Designated Controlled Substances. Kroger shall publish its Hotline contact information to its employees and Patients in the Settling States. Kroger shall maintain for a period outlined in appendix A a record of each complaint made to the Hotline regarding Designated Controlled Substances and documentation regarding any investigation or response to such complaints. Nothing herein shall require Kroger to investigate a pharmacist's professional judgment to refuse a

prescription that the pharmacist believes was prescribed or is being used for other than a legitimate medical purpose or that the pharmacist believes was not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.

V. INDEPENDENCE

1. Kroger's Controlled Substance Compliance Department personnel, pharmacists and pharmacist technicians who work at Kroger's pharmacies within the Settling States, and field personnel who supervise pharmacists and pharmacist technicians (together, "CSCP Employees"), shall not be compensated in whole or in part by commissions, bonuses, incentives or any other monetary or non-pecuniary benefit that depends in material part on revenue or profitability targets or expectations to sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent compensation of employees based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.
2. No CSCP Employees may be terminated, suspended, threatened with or face any other negative employment consequence for failing to meet any revenue or profitability targets or expectations that depends in material part on sales of Controlled Substances. Nothing in these Injunctive Terms shall be interpreted to prevent Kroger from taking employment action based on sales volume, revenue or profitability targets/expectations for enterprise-, store-, or pharmacy-wide sales that include Controlled Substances.
3. Personnel in Kroger's Controlled Substance Compliance Department shall not report to Kroger's sales, marketing, or business development departments, and sales, marketing, or business development departments shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of Controlled Substance Compliance Department personnel. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.
4. Kroger's sales, marketing and business development departments are prohibited from interfering with, obstructing, or otherwise exerting control over any Controlled Substance Compliance Department or Controlled Substance Committee decision-making. This provision does not apply to an officer or executive to whom both the Controlled Substance Compliance Department and sales, marketing and/or business development departments report.
5. To the extent necessary to comply with this section, Kroger's Controlled Substance Compliance Committee shall review, modify, and direct any changes to any compensation and non-retaliation policies specific to the sale or dispensing of Designated Controlled Substances.

VI. OVERSIGHT

1. To the extent not already established, within thirty (30) business days of the Injunctive Terms Implementation Date, Kroger shall establish a compliance committee, however titled, that includes representatives from its respective legal, compliance, pharmacy operations and asset protection departments, however named, to provide oversight over the CSCP and its compliance with the Injunctive Terms. For the purposes of reference herein, this committee, however named, shall be referred to as the “Controlled Substance Compliance Committee.” Kroger shall maintain its Controlled Substance Compliance Committee for the duration of the term of the Injunctive Terms. The Controlled Substance Compliance Director shall be a member of the Controlled Substance Compliance Committee.
2. Kroger’s Controlled Substance Compliance Committee shall have quarterly meetings during which the Controlled Substance Compliance Director shall report on, and the Controlled Substance Compliance Committee shall review, among other things, (a) the Prescription Validation Process, including the CSCP Policies and Procedures on identifying and resolving Patient, Prescriber and Prescription Red Flags; (b) the training required under the Injunctive Terms; (c) proactive due diligence and site visits; (d) the Prescriber Review Processes; (e) significant new national and regional diversion trends involving Controlled Substances; (f) Kroger’s adherence to the Injunctive Terms and applicable laws and regulations; and (g) any technology, staffing, or other resource needs for the CSCP. The Controlled Substance Compliance Committee shall have access to all CSCP reports described in the following subsection.
3. On an annual basis, Kroger’s Controlled Substance Compliance Committee shall provide a written report to the President of the Settling Pharmacy’s Retail Division, the Chief Financial Officer of the Settlement Pharmacy’s Retail Division, the Chief Legal Officer of the Settling Pharmacy’s Retail Division, and the corporate Chief Compliance Officer, outlining (a) the Settling Pharmacy’s adherence to, and any material deviations from these Injunctive Terms; (b) the allocation of resources sufficient to comply with these Injunctive Terms; and (c) any revisions to the CSCP that the Controlled Substance Compliance Committee has approved. The corporate Chief Compliance Officer shall determine if and when it is appropriate to make a report to the Board or any subcommittee thereof, but shall report at least annually.
4. Kroger, through its Controlled Substance Compliance Department and Committee, shall, at least once every year, review and oversee any enhancements to the CSCP Policies and Procedures and systems for dispensing activity that the Controlled Substance Compliance Committee deems necessary.
5. The Controlled Substance Compliance Committee shall be responsible for the approval of all material revisions to the CSCP Policies and Procedures, provided that nothing herein shall prevent Kroger from implementing changes to the CSCP Policies and Procedures pending such review and approval.

VII. MANDATORY TRAINING

1. The CSCP Policies and Procedures shall be published in a form and location readily accessible to all pharmacy and compliance personnel at each of Kroger's retail pharmacy locations in the Settling States. Online availability is sufficient, so long as pharmacy and compliance personnel have access to a computer with access to the CSCP Policies and Procedures.
2. Kroger shall launch training for all existing CSCP Employees, to the extent practical (for example, accounting for employee leave), on the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility. The training shall be launched within one hundred twenty (120) days of the Injunctive Terms Implementation Date. All CSCP Employee new hires, to the extent practical, shall be required to participate in such trainings within sixty (60) days of hiring or six (6) months of the Injunctive Terms Implementation Date, whichever is later. Kroger will further require that every CSCP Employee, to the extent practical, receive such training at least once every three (3) years for the term of these Injunctive Terms.
3. On an annual basis for the duration of these Injunctive Terms, Kroger shall test its CSCP Employees on their knowledge regarding the CSCP Policies and Procedures required under these Injunctive Terms, including the Prescription Validation Process and corresponding responsibility.
4. It shall be a part of the CSCP Policies and Procedures and all trainings of all CSCP Employees required under these Injunctive Terms that pharmacists shall refuse to dispense Controlled Substances that they believe were prescribed or are being used for other than a legitimate medical purpose or that they believe were not prescribed by an individual Prescriber acting in the usual course of his or her professional practice.
5. All trainings required under these Injunctive Terms shall also make clear that (i) Kroger's compensation and non-retaliation policies, including pursuant to these Injunctive Terms, prevent CSCP Employees from being compensated or penalized in any way related to revenue or profitability targets or expectations specific to sales of Controlled Substances; and ii) pharmacists will not be penalized in any way for exercising their professional judgment to refuse to fill prescriptions for Controlled Substances pursuant to their corresponding responsibility. To the extent that trainings designed and launched prior to the Effective Date of these Injunctive Terms do not reference these policies, they shall be added by the end of April 2024.

VIII. THE PRESCRIPTION VALIDATION PROCESS

1. As part of its CSCP, Kroger shall maintain a Prescription Validation Process in the CSCP Policies and Procedures, as further described and set forth in this section, that each pharmacist employed by Kroger in a Settling State must follow when dispensing a prescription for a Controlled Substance. The inclusion of an enumerated Red Flag in these Injunctive Terms shall not be considered, construed, or represented to be an

admission, concession, or evidence of any factual or legal contention related to such Red Flag. A Red Flag shall not be interpreted to mean that a prescription is, or is more likely than not, illegitimate and/or not issued in the usual course of professional practice or treatment.

2. A Red Flag will be considered “resolved” if, after further investigation as described below, and given other facts and circumstances surrounding the prescription, a pharmacist determines, in his or her professional judgment, that the facts that triggered the Red Flag do not lead him or her to believe that the prescription was written or is being submitted for an illegitimate medical purpose or outside the usual course of a Prescriber’s professional practice.
3. Kroger’s CSCP Policies and Procedures shall provide that if a pharmacist identifies any “Patient Red Flags” associated with a Controlled Substances prescription (described in Section IX(3) below), before filling the prescription the pharmacist must resolve them; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient’s profile and history with the Settling Pharmacy, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist’s pre-existing knowledge of the Patient or Prescriber, reviewing available Prescription Monitoring Program (“PMP” or “PDMP”) data, and/or reviewing other data or information available to the pharmacist.
4. Kroger’s CSCP Policies and Procedures shall provide that if forgery or fraud is suspected, or if the pharmacist identifies any other “Prescription Red Flags” associated with a Controlled Substances prescription (described in Section IX(4) below), the pharmacist must resolve the Prescription Red Flags before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing the Patient’s profile and history with Kroger, calling the Prescriber or Prescribers if appropriate, speaking with the Patient if appropriate, calling on the pharmacist’s pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to the pharmacist.
5. Kroger’s CSCP Policies and Procedures shall require that if a pharmacist identifies any “Prescriber Red Flags” associated with a Controlled Substances prescription (described in Section IX(5) below), the pharmacist must resolve them before filling the prescription; and that the method of resolution falls within the judgment of the pharmacist and may include reviewing any Kroger records regarding the Prescriber, calling the Prescriber if appropriate, speaking with the Patient if appropriate, calling on the pharmacist’s pre-existing knowledge of the Patient or Prescriber, reviewing available PMP or PDMP data, and/or reviewing other data or information available to Kroger.
6. Kroger’s CSCP Policies and Procedures related to Schedule II Designated Controlled Substances shall provide that the resolution of all Red Flags identified by the pharmacist, as well as any prescriptions that were rejected pursuant to Red Flags

identified by the pharmacist, and the reasons why they were rejected, must be documented by the pharmacist, unless (a) if based on the pharmacist's pre-existing knowledge of the Patient or Prescriber or (b) if documentation is not possible (e.g., a patient refuses to hand over a non-electronic prescription). Any such records shall be maintained for a period outlined in appendix A. To the extent that a Red Flag is resolved based upon facts or circumstances that are already reflected or documented in Kroger's records, further documentation of those facts or circumstances is not required for resolution of substantially the same Red Flag on subsequent prescriptions. For example, if a Patient lives fifty-five (55) miles from a Kroger but works near the pharmacy and that fact is reflected in pharmacy records, no documentation for the resolution of the Red Flag addressing the Patient's distance from the pharmacy is required in connection with individual prescriptions dispensed for that Patient. A lack of documentation shall not be interpreted to create a presumption that a pharmacist did not resolve any identified Red Flags. Nothing in these Injunctive Terms shall require Kroger to create a record in those instances where the pharmacist rejects a prescription when presented without an effort to resolve any red flags, including but not limited to instances where the pharmacist rejects a prescription for clinical reasons, or where the pharmacist identifies on the face of the prescription a Prescription Red Flag (defined in Section IX below) that causes the pharmacist to conclude without further inquiry that the prescription is invalid.

7. Kroger's CSCP Policies and Procedures shall provide that, even if all Red Flags are resolved, a pharmacist shall reject a prescription if, in his or her professional judgment, he or she believes that it was written or is being submitted for other than a legitimate medical purpose and/or was written outside the usual course of an individual Prescriber's professional practice.

IX. RED FLAGS

1. Upon request by the Settling States, but no more than annually, and no earlier than four months after the Injunctive Terms Implementation Date, Kroger shall provide to the Settling States a report (the "Annual Data Report") that sets forth: (1) the total number of prescriptions for Controlled Substances dispensed annually, aggregated nationally and by state; (2) the top twenty-five prescribers of Designated Controlled Substances in each Settling State; (3) the list of prescribers subject to disclosure in section X.5; (4) the specific process, system, metrics or algorithms (if any) sufficient to demonstrate the operational system's ability to identify each category of Red Flag listed in this section; and (5) the total number of Designated Controlled Substance prescriptions that pharmacists at the Settling Pharmacy refused to dispense, as reflected in the pharmacy dispensing or other electronic system. Unless otherwise required by law, if a Settling State seeks to disclose any data and/or information provided under this provision as part of a proceeding to enforce these Injunctive Terms or for other law enforcement purposes, it shall first provide ten (10) days' notice to Kroger unless doing so would conflict with applicable law.

2. A Settling State shall not otherwise disclose or provide any data provided under this provision to third parties during or after the Term of these Injunctive Terms unless required to do so by law. If a Settling State is required to disclose or provide any data under this provision to third parties during or after the Term of these Injunctive Terms, it shall first provide ten (10) days' notice to Kroger unless doing so would conflict with applicable law. All data and/or information provided under this paragraph shall be deemed confidential law enforcement material, to the extent state law permits, and shall not be subject to production unless required by law. Nothing in this paragraph shall be deemed to prevent a Settling State from sharing this material with other State or federal law enforcement agencies.
3. Within the ninety (90) days following the provision of the Annual Data Reports, either Kroger or the States Injunctive Relief Committee may propose in writing a meet and confer to discuss potential changes to the scope of one or more categories of Red Flags. At such a meeting, Kroger or the States Injunctive Relief Committee may provide additional research, information or data available to them beyond that provided in the Annual Data Reports. For example, Kroger might propose reducing the threshold for triggering a particular category of Red Flag or consolidating certain Red Flags or subcategories of Red Flags into a single metric, or the States Injunctive Relief Committee might propose increasing the threshold for triggering a particular Red Flag or expanding that Red Flag to include multiple subcategories (e.g., number of prescriptions, distance thresholds).
 - a. If Kroger and the States Injunctive Relief Committee agree on such changes to one or more Red Flags, they shall document those changes in writing and they shall become a part of these Injunctive Terms for all intents and purposes.
 - b. If Kroger and the States Injunctive Relief Committee cannot agree on the proposed changes during their meeting and confer, the Party seeking the change(s) to the Red Flag(s) may seek a 5-day mediation of the issue at its own expense. If the mediation fails to resolve the dispute between the parties, the party seeking the proposed change(s) may appeal to the National Arbitration Panel to have the National Arbitration Panel modify the Red Flags on the basis that the change(s) would be consistent both with avoiding unnecessary material costs of identifying and resolving Red Flags and materially reducing the diversion of Controlled Substances. In such a proceeding, the Party seeking the proposed change(s) may provide evidence from Annual Data Reports or from other research, data and information.
 - c. In any such proceedings, there shall be a presumption against imposition of any proposed Red Flags, or proposed modifications to pre-existing Red Flags, that have not been identified by the United States Drug Enforcement Administration (DEA) or other law enforcement agencies tasked with the regulation of Controlled Substances.
 - d. The Red Flags required by these Injunctive Terms shall at no point be too numerous or complex to be reasonably workable for pharmacists in the context

of protecting patient safety, performing corresponding responsibility, drug utilization review, and their other responsibilities. Any dispute over whether the Red Flags required by these Injunctive Terms have become too numerous or complex to be reasonably workable for pharmacists shall be submitted to the National Arbitration Panel. In the event a dispute is submitted to the National Arbitration Panel, it shall be Kroger's burden to prove that the Red Flag(s) at issue are overly burdensome and that their burdensome nature outweighs any public health benefit.

4. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Patient Red Flags":
 - a. A Patient seeks to fill a Schedule II Designated Controlled Substance prescription more than three days prior to the contemplated exhaustion date of an earlier prescription of the same Schedule II Designated Controlled Substance (e.g., exhaustion of the days' supply assuming the prescription has been taken in accordance with the prescribers' directions on the face of the prescription), provided the previous prescription was also dispensed by the same Settling Pharmacy;
 - b. A Patient seeks to fill a Designated Controlled Substance prescription from a Prescriber after having filled Designated Controlled Substance prescriptions at the same Kroger pharmacy from more than four other Prescribers, from separate practices, in a given 6-month period;²
 - c. To the extent personally known by the dispensing pharmacist, Prescriber has been the subject of more than ten (10) documented refusals to fill a Designated Controlled Substances or any opioid product within a six-month period;
 - d. A Patient seeks to fill a Designated Controlled Substance prescription after having filled three other Designated Controlled Substance prescriptions written by multiple Prescribers with overlapping days of supply at Kroger's pharmacies within thirty (30) days;
 - e. The distance between a Patient's residence and the Kroger receiving the Designated Controlled Substance prescription is farther than 50 miles;
 - f. The Patient resides more than one hundred (100) miles from the Prescriber who issued the Designated Controlled Substances prescription, unless the dispensing pharmacist makes a good faith error in evaluating the distance, and the prescription was not issued pursuant to a telemedicine consultation;
 - g. To the extent personally known by the dispensing pharmacist, a Patient seeks to fill a Designated Controlled Substance prescription after having two other

² In Kroger's sole discretion, for administrative convenience Kroger may implement this Red Flag without regard to whether Prescribers are at separate practices, thereby resulting in more instances in which the flag occurs.

prescriptions for Designated Controlled Substances subjected to documented refusals to fill by a Kroger pharmacist within the past thirty (30) days;

- h. A patient pays in cash for a Designated Controlled Substance despite having current prescription drug insurance on file in the Settling Pharmacy's dispensing system for that medication;
 - i. To the extent personally known by any pharmacy personnel, three or more Patients come to the pharmacy together to fill prescriptions for the same Designated Controlled Substance medication;
 - j. A Patient requests a Designated Controlled Substance by its slang or street description, such as "Mallinckrodt blues," "M's" or "the blue pill"; and
 - k. A Patient presenting a prescription for a Designated Controlled Substance appears visibly altered, intoxicated, or incoherent.
- 5. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescription Red Flags:"
 - a. A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient. Similarly, minor deficiencies in the prescriber's name, address, contact information, or DEA number are not a red flag if the pharmacist is able to resolve these deficiencies with the prescriber;
 - b. A Controlled Substance prescription that appears altered, including but not limited to, a photocopied prescription or a prescription in which an altering agent, such as white out, was used;
 - c. A Controlled Substance prescription written with misspellings suggesting the prescription may not have been written by a valid Prescriber;
 - d. A Controlled Substance prescription using atypical abbreviations suggesting the prescription may not have been written by a valid Prescriber; and
 - e. A Controlled Substance prescription written with multiple colors of ink or in multiple different handwritings.
- 6. Kroger's CSCP Policies and Procedures shall direct its pharmacists to treat the following circumstances as "Prescriber Red Flags:"
 - a. A Prescriber provides a Patient with prescriptions for all three of a Schedule II Designated Controlled Substance, a benzodiazepine, and carisoprodol;

- b. A Prescriber has no office within fifty (50) miles of the retail pharmacy store where a Designated Controlled Substance prescription is submitted; and
- c. A Prescriber of Designated Controlled Substances uses prescriptions that are preprinted or stamped with drug type and amount.

X. PREScriBER REVIEW

1. Kroger shall regularly review the prescribing patterns and practices of Prescribers of Designated Controlled Substances (the “Prescriber Review Process”). The Prescriber Review Process shall employ algorithms, or other means, to review data on Kroger’s retail dispensing for potential Prescribers of concern.
2. Kroger shall initiate Prescriber Review Process in the following circumstances:
 - a. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been the subject of a blanket refusal to fill by one or more of Kroger’s retail pharmacy stores in the Settling States;
 - b. Personnel implementing the Prescriber Review Process become aware that a Prescriber of Designated Controlled Substances located in a Settling State has been charged or indicted with a crime related to prescribing Designated Controlled Substances by the Federal Government or law enforcement in a Settling State; or
 - c. Kroger has received a Hotline complaint that has been investigated and substantiated concerning a Prescriber’s alleged illegitimate prescribing of Designated Controlled Substances.
3. Based on the professional judgment of the employees operating the Prescriber Review Process, Kroger may also initiate the Prescriber Review Process when:
 - a. Personnel implementing the Prescriber Review Process are notified in writing by law enforcement that a Prescriber of Designated Controlled Substances located in a Settling State is the target of an investigation regarding the prescribing of Controlled Substances;
 - b. A Prescriber of Designated Controlled Substances was flagged for review by a Kroger pharmacist in a Settling State (other than through a refusal to fill or blanket refusal to fill) or by field personnel who supervise Kroger’s pharmacies in a Settling State; or
 - c. A Prescriber of Designated Controlled Substances located in a Settling State was identified through the running of algorithms on Kroger’s retail dispensing.
4. Once Kroger identifies a Prescriber of Designated Controlled Substances for further investigation, Kroger shall review pertinent and available data or information

pertaining to the Prescriber, which may include interviews or other information gathered in the discretion of the employees operating the Prescriber Review Process. All data and information collected or created as part of the Prescriber Review Process shall be maintained by Kroger for a period outlined in appendix A. When permitted by law, nothing contained in this Section prevents Kroger from taking immediate action to Block a Prescriber.

5. If after the Prescriber Review Process, those making the decision have not resolved the circumstances that caused Kroger to further investigate the Prescriber, from the perspective of those making the decisions, then the Prescriber shall be Blocked from having Controlled Substance prescriptions filled at Kroger's retail pharmacies in the Settling States, when permitted by law. A Prescriber may have an opportunity at the discretion of Kroger to seek future reinstatement by providing information to Kroger that may resolve its concerns. Nothing in this Section shall limit the right or ability of Kroger pharmacists to either refuse to fill a given prescription or refuse to fill all prescriptions for Controlled Substances from a given Prescriber independent of any decision by Kroger to Block or not Block a given Prescriber. On written demand, on an annual basis, Kroger shall provide to each Settling State the names of and DEA registration or NPI numbers of Prescribers of Designated Controlled Substances within that Settling State that it has Blocked. Each Settling State shall provide contact information in order to receive such information. For each of the Settling States, on an annual basis, Kroger shall provide to the Injunctive Relief Committee the number, names and DEA registration or NPI numbers of Prescribers who were: (a) blocked, and (b) the number of prescribers who were reviewed but not blocked.

XI. PROACTIVE DUE DILIGENCE AND SITE VISITS

1. During the term of these Injunctive Terms, Kroger shall conduct periodic proactive compliance reviews of its retail pharmacy stores in the Settling States to assist with the identification of potential compliance issues related to the dispensing of Designated Controlled Substances at its retail pharmacy stores in the Settling States. This may be satisfied by the use of algorithms, or other electronic means, to analyze data associated with each pharmacy's dispensing of Designated Controlled Substances to identify particular pharmacies for review as required under this Section XI. Documentation of any resulting reviews shall be maintained by Kroger and made accessible to all Controlled Substance Compliance Department personnel upon request for a period outlined in appendix A.
2. During the term of these Injunctive Terms, Kroger personnel or qualified third-party compliance consultants shall conduct site visits to each pharmacy in XI.1. in a calendar year. These site visits shall at a minimum consist of a review of Controlled Substance dispensing documentation and recordkeeping; and a review of physical surroundings and other circumstances for any indications of potential non-compliance with these Injunctive Terms or the CSCP Policies and Procedures, or any violations of other applicable laws and regulations related to the dispensing of Controlled Substances.

3. During site visits, Kroger's personnel or qualified third-party compliance consultants shall interview relevant pharmacy employees, if appropriate, about any potential areas or issues of concern, including potential violations of laws related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.
4. Kroger's personnel or qualified third-party compliance consultants who conduct site visits shall complete a report reflecting the findings of any site visit pursuant to this section. This report shall document areas or issues of concern, including potential violations of law related to the dispensing of Controlled Substances, the CSCP Policies and Procedures, and these Injunctive Terms.
5. The site visit reports described above shall be maintained by Kroger and made accessible to all Controlled Substance Compliance Department personnel for a period outlined in appendix A. Upon its request, the States Injunctive Relief Committee shall be provided sample reports or a report for a particular store.

XII. THEFT AND LOSS PREVENTION

1. In addition to complying with all theft and loss procedures, policies and precautions required by state and federal law, Kroger shall maintain information regarding the receipt and disposition of inventory of all Designated Controlled Substances at each retail pharmacy store for a period outlined in appendix A, if the information is an electronic record. If the information is not an electronic record, Kroger shall only be required to maintain those records for a period outlined in appendix A.
2. In addition to any other reporting obligations under state and federal law, Kroger must provide to each Settling State on a quarterly basis any reports it has made to the DEA regarding the theft or significant loss of Designated Controlled Substances in that Settling State pursuant to 21 C.F.R. §1301.76(b). There shall be no obligation to provide these reports to Settling States that receive contemporaneous reporting of thefts or significant losses of Designated Controlled Substances to a Settling State's board of pharmacy or other relevant state agency requiring such reports. Each Settling State shall provide contact information in order to receive such reports.

XIII. REPORTING TO LAW ENFORCEMENT

1. The Settling States shall inform Kroger to what extent their law enforcement authorities would like to receive reports, other than those already required by law or regulation, of any confirmed forged prescriptions. To the extent not already in place, Kroger shall implement standard operating procedures directing its employees to report any confirmed forged prescriptions for Designated Controlled Substances to those Settling States who have indicated that they want to accept it, within five (5) business days of completing any review of such prescription or conduct. The Settling States shall provide contact information in order to receive such reports.

2. Kroger shall document and for a period outlined in appendix A maintain records of any such reports that are made to Settling States regarding confirmed fraudulent or forged prescriptions, which are maintained centrally.

XIV. ENFORCEMENT OF INJUNCTIVE TERMS

1. Notice of Potential Violations and Opportunity to Cure.
 - a. A “Potential Violation” occurs when the Settling State determines, after appropriate investigation and due diligence, that Kroger is not in substantial compliance with a material aspect of the Injunctive Terms. A Potential Violation may be for a single retail pharmacy. A violation of this Agreement is not presumed to occur when a pharmacist, pharmacist technician, or other field personnel who supervise pharmacists and/or pharmacist technicians employed by Kroger violates Kroger’s CSCP Policies and Procedures.
 - b. Potential Violation Discovered by Settling State.
 - i. In the event of a Potential Violation identified by a Settling State, the Settling State shall notify Kroger in writing (the “State’s Notice”).
 - ii. Within thirty (30) days of receipt of the State’s Notice, Kroger shall provide a written response to the Settling State. The response shall include Kroger’s position as to the act(s) of non-compliance, including, possibly, a statement setting forth why Kroger believes it is in substantial compliance with the relevant provision(s) or a statement explaining how the Potential Violation has been addressed.
 - iii. If the Settling State wishes to meet with Kroger, Kroger shall promptly make itself available for such a meeting.
 - c. If, after review of a written response and any meeting, the Settling State believes that a Potential Violation is ongoing or has not been substantially addressed, it will provide written notice to Kroger and work in conjunction with Kroger to devise, within thirty (30) days, a corrective action plan (“Corrective Action Plan”) to remedy such Potential Violation, including a reasonable period for implementation of such plan.
 - d. Within sixty (60) and one hundred twenty (120) days after implementing the Corrective Action Plan, Kroger will provide a written compliance update to the Settling State and make itself available to meet with the Settling State if requested. If after reviewing the compliance update and any meeting, the Settling State believes a Potential Violation remains ongoing or has not been substantially addressed, the Settling State may commence a 30-day mediation period. If mediation fails to resolve the dispute between the parties, the Settling State may take whatever action it deems necessary, including but not limited to bringing an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed

by state law, conducting further investigation, or attempting to negotiate an updated Corrective Action Plan with Kroger. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.

- e. If Kroger fails or refuses to provide a written response, to devise or implement a Corrective Action Plan or to provide a compliance update as required by subsections 1(b), 1(c) and/or 1(d), a Settling State may bring an action to enforce these Injunctive Terms, filing a new action (administrative or civil action) for violation of the Injunctive Terms as allowed by state law, conduct further investigation, or attempt to negotiate an updated Corrective Action Plan with Kroger. But the Settling State may not seek to reinstate claims that have been released as part of the Settlement Agreement.
 - f. If, after review of a written response and any meeting, pursuant to subsections 1b. or 1c., above, the Settling State concludes that a Potential Violation is not ongoing or has been substantially addressed, the Settling State will provide written notice of this conclusion to the Settling Pharmacy within thirty (30) days of reaching its conclusion.
2. Enforcement Action. Each Settling State agrees that prior to taking any court or administrative action, other than an action that the Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined above. If the Settling State concludes that action is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State or that a public emergency requiring immediate action exists, it will make best efforts to provide reasonable notice to a Settling Pharmacy prior to initiating any such action.

XV. COMPLIANCE CERTIFICATION

- 1. Kroger's Controlled Substance Compliance Director, or the most senior ranking member of the Controlled Substance Compliance Committee shall, after diligent inquiry, complete an annual compliance certification on behalf of Kroger as set out in Section XV(4).
- 2. The certification shall be filed annually for the duration of these Injunctive Terms with a Settling State's appropriate licensing and/or regulatory agency and its Attorney General.
- 3. The certification shall state:

"I understand the compliance requirements and responsibilities as they relate to [insert name of department], an area under my supervision. My job responsibilities include attempting to achieve compliance with regard to the [insert name of department] with all applicable statutory requirements, obligations of the Injunctive

Terms, and applicable policies, and I have taken steps to promote such compliance. To the best of my personal knowledge, the [insert name of department] is in compliance with the obligations of these Injunctive Terms. I understand that this certification is being provided to and relied upon by the State of [Settling State].”

4. If the Controlled Substance Compliance Director is unable to provide such a certification, the Controlled Substance Compliance Director shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above.

XVI. DATA SHARING

1. Kroger shall consent to the provision by its distributors of Kroger’s unblinded “867 Data” (data sent from the distributor to the manufacturer concerning the sale of its products to Kroger) to opioid manufacturers on any particular Designated Controlled Substances manufactured by them as soon as commercially reasonable and at no cost to the manufacturers, provided that, pursuant to a prior written agreement with Kroger, the opioid manufacturers agree (a) to ensure the confidentiality of the 867 Data, except as required by law; (b) to implement safeguards and procedures to limit access to and use of the 867 Data, except as required by law; (c) that the 867 Data shall be used solely for compliance purposes as part of their Suspicious Order Monitoring programs; and (d) that the 867 Data shall be shared only with specified personnel and shall not be shared with business or sales personnel.
2. To the extent that Kroger provides McKesson Corporation, Cardinal Health, Inc., or AmerisourceBergen Corporation (the “Settling Distributors”) with Pharmacy Customer Data (as defined in the Distributor Injunctive Terms) for use in their Controlled Substance Monitoring Programs, Kroger agrees that the Settling Distributor(s) may share such Pharmacy Customer Data with the Monitor appointed pursuant to the Distributor Injunctive Terms, provided that the Monitor agrees, pursuant to a prior written agreement with Kroger, (a) to ensure the confidentiality of the Pharmacy Customer Data; (b) to implement safeguards and procedures to limit access to and use of the Pharmacy Customer Data; (c) that the Pharmacy Customer Data is used solely for the purpose of ensuring the Settling Distributors’ compliance with the Distributor Injunctive Terms; and (d) that the Pharmacy Customer Data shall be shared only with specified personnel.

XVII. CLEARINGHOUSE

1. Kroger will confer with any Settling Distributor that distributes Designated Controlled Substances to its retail pharmacies and the States Injunctive Relief Committee for a period not to exceed six (6) months from the Injunctive Terms Implementation Date to determine: what additional deidentified information, if any, is needed from Kroger for a Settling Distributor to perform suspicious order monitoring; if additional deidentified information is needed, how the Settling Pharmacy shall provide it to a Settling Distributor; and what information provided by

Kroger to a Settling Distributor may be deposited by the Settling Distributor into the Clearinghouse. For the avoidance of doubt “deidentified” does not refer to Prescribers. If agreements are not reached, the matters in dispute shall be submitted to arbitration. Due to patient privacy and legal restrictions and other confidentiality and commercial concerns, in connection with any meet and confer described above, Kroger may not be compelled to provide individual patient-level or prescription-level data, de-identified or otherwise, to the Settling Distributors.

2. Kroger and Settling Distributors will also determine whether and in what amount each Settling Pharmacy will contribute to the cost of the operation of the Clearinghouse. When Kroger contributes to the costs of the Clearinghouse, Settling Pharmacy, Settling Distributors and all other participants in the Clearinghouse shall determine an equitable amount of Kroger’s contribution. If agreements are not reached, the matters in dispute shall be submitted to arbitration.
3. Any data provided by Kroger to a Settling Distributor and/or the Clearinghouse pursuant to these Injunctive Terms shall be treated in compliance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all applicable state and federal privacy laws.
4. No Settling Distributor or other participant in the Clearinghouse shall receive from the Clearinghouse information specific to Kroger.

XVIII. FUTURE ACQUISITIONS

1. Kroger agrees to use reasonable best efforts to bring acquired pharmacies into compliance with these injunctive relief provisions in an expeditious manner. In the event that Kroger consummates its acquisition of Albertsons, then the parties shall discuss and agree within thirty (30) days of the transaction closing on a specific time period for bringing Albertsons into compliance with the terms of the injunctive relief provisions herein.

APPENDIX A: INJUNCTIVE RELIEF RECORD RETENTION SCHEDULE

Record Description	Record Retention Period	Controlling Injunctive Relief Provision
Injunctive Relief Records	At least three (3) years, unless otherwise specified below	I.4.d.
Telephone and Electronic Hotline Complaints and Investigation Documentation	Until November 15, 2032	IV.5.
Documentation and Records Related to Resolution of all Red Flags, Prescriptions Rejected Pursuant to Red Flags, and Reasons for Their Rejection	Until November 15, 2032	VIII.6.
Prescriber Review Process Data, Information, and Documentation	Until November 15, 2032	X.4.
Retail Pharmacy Compliance Review Documentation	Until November 15, 2032	XI.1.
Site Visit Review Documentation and Reports	Until November 15, 2032	XI.1-5.
Documentation Regarding the Inventory of Designated Controlled Substances	At least three (3) years, if the information is an electronic record; at least two (2) years, if the information is not an electronic record	XII.1.
Reports to Settling States Regarding Fraudulent or Forged Prescriptions	At least two (2) years	XIII.2.

EXHIBIT Q

[Intentionally Omitted]

EXHIBIT R

Agreement on Attorneys' Fees, Costs, and Expenses

This Agreement on Attorneys' Fees, Costs, and Expenses ("Fee Agreement") is entered between Kroger and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, *In re National Prescription Opiate Litigation*, No. 1:17-MD-2804 ("MDL PEC"), in connection with the Kroger Global Opioid Settlement Agreement ("Kroger Agreement"). This Fee Agreement becomes effective on the Effective Date of the Kroger Agreement or the date that the Consent Judgments anticipated under the Kroger Agreement become final in 25 Settling States (whichever is later).

I. Definitions

- A. This Fee Agreement incorporates all defined terms in the Kroger Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Kroger Agreement.
- B. "*Applicant.*" Any Attorney or MDL Participating Counsel who seeks an award of attorneys' fees from the Attorney Fee Fund pursuant to the procedures established by the MDL Court and the Fee Panel.
- C. "*Attorney.*" Any of the following retained through a legal contingency fee or hourly fee contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision or MDL Participating Counsel. This does not include Subdivision in-house attorneys.
- D. "*Attorney Fee Fund.*" An account consisting of up to \$88,800,000.00 allocated to pay attorneys' fees approved pursuant to Section II.B. of this Fee Agreement, established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.
- E. "*Common Benefit.*" Work performed for the benefit of all Participating Subdivisions and Tribal Nations, including, but not limited to, pretrial matters, discovery, trial preparation, trial, settlement negotiations, and all other work that advances the interests of the Participating Subdivisions.
- F. "*Common Benefit Fund.*" The sub fund of the Attorney Fee Fund described in Section II.C.
- G. "*Common Benefit Order.*" The Ongoing Common Benefit Order (Dkt. #4428) in *In re National Prescription Opiate Litigation*, Case No. 1:17-md-2804, any subsequent amendments or modifications to that order, and any successor orders on Common Benefit.
- H. "*Contingency Fee Fund.*" The sub fund of the Attorney Fee Fund described in Section II.D.

- I. “*Cost and Expense Fund Administrator.*” The administrator appointed by the MDL Court on August 12, 2021 (MDL Docket No. 3828), to administer the Cost Fund and its sub funds as provided in the Fee Agreement.
- J. “*Cost Fund.*” An account consisting of \$60,000,000, composed of the MDL Direct Cost Fund and the Subdivision Cost and Expense Fund, as provided below.
- K. “*Court Common Benefit Fund.*” The Common Benefit Fund established by the MDL Court in its orders of July 22, 2021, MDL Docket No. 3794, and May 9, 2022, MDL Docket No. 4428.
- L. “*Eligible States.*” The thirty-three (33) states of the United States listed in Exhibit F, and the District of Columbia.
- M. “*Fee Entitlement.*” Any right, entitlement, or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration. For the avoidance of doubt, the scope of Fee Entitlement under paragraph II.G.3.a. does not include any Attorneys’ fees associated with representation of a State.
- N. “*Fee Panel.*” The three-person panel appointed by the MDL Court on August 12, 2021 (MDL Docket No. 3828), to administer and make recommendations for the allocation and distribution of the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.
- O. “*Kroger.*” The Kroger Co. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, and assigns.
- P. “*Kroger Bellwethers.*” Kroger Bellwethers include any designated bellwether case in MDL 2804 that resolves its claims with Kroger under the Kroger Settlement Agreement, including *Montgomery County Board of County Commissioners et al. v. Cardinal Health, Inc., et al.*, Case No. 1:18-op-46326, *County of Cobb, Georgia v. Purdue Pharma L.P., et al.*, Case No. 1:18-OP-45817, *County of Tarrant, Texas v. Purdue Pharma L.P., et al.*, Case No. 1:18-OP-45274, and *County of Durham, North Carolina v. Purdue Pharma L.P., et al.*, Case No. 1:19-OP-45346.
- Q. “*Later Litigating State.*” A State that first files and/or serves a lawsuit bringing a Released Claim against a Released Entity after February 14, 2024.
- R. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.
- S. “*MDL Expense Fund.*” The cost fund described in Section II.F below.

- T. “*MDL Participating Counsel.*” MDL Participating Counsel includes an attorney or firm authorized by MDL 2804 Lead Counsel to perform work for the Common Benefit of Participating Subdivisions. By way of example, it would include insurance counsel and appellant counsel.
- U. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.
- V. “*Non-Eligible State.*” Any state or territory of the United States of America that is not an Eligible State.
- W. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.
- X. “*Non-Participating State.*” An Eligible State that is not a Participating State.
- Y. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.
- Z. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.
- AA. “*Qualified Tribal Representation.*” Representation by an attorney of a Participating Tribal Government regarding Released Claims against Released Entities. Such counsel are eligible for Common Benefit Fee consideration. The Kroger Tribal Global Settlement provides for the contribution to the Common Benefit Fund as shall be determined by the MDL Court.
- BB. “*Qualifying Representation.*” Legal services provided for representation of the MDL PEC or a Participating Litigating Subdivision regarding Released Claims against Released Entities.
- CC. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.¹
- DD. “*Subdivision Cost and Expense Fund.*” The fund created to pay approved costs and expenses incurred by Attorneys engaged in Qualifying Representations of Subdivisions as set forth in Section II.E.

II. Fees and Costs

¹ Nothing herein shall be understood to indicate approval for additional State Back-Stop Agreements or modifications of existing State Back-Stop Agreements.

A. Total Attorneys' Fees and Costs

1. Total attorneys' fees and costs to be paid by Kroger to Attorneys under this Fee Agreement shall be up to, but in no event more than, \$148,800,000.00, subject to the reductions and provisions set forth below. The total attorneys' fees and costs consists of up to \$88,800,000 for the Attorney Fee Fund, as set forth in Section II, and \$60,000,000 in total for the Cost Fund, divided between the Subdivision Cost and Expense Fund and MDL Expense Fund. The Maximum Attorney Fees, subject to the reductions set forth herein, are \$88,800,000 and shall be paid on the schedule in Ex. M-3.
2. If an Eligible State does not join the Agreement by the State Participation Date and is accordingly not a Settling State, the total attorneys' fees and costs to be paid under this Fee Agreement by Kroger shall be reduced by twelve point four percent (12.4%) times the Remediation Payment amount that would have been allocated to that Non-Settling State as set forth in Section IV.B of the Kroger Agreement.
3. The total attorneys' fees and costs to be paid under this Fee Agreement by Kroger shall also be reduced by the amount of the Contingency Fee Fund for Attorneys representing Litigating Subdivisions in any Settling State that do not participate in the Kroger Agreement ("*Non-Participating Litigating Subdivisions*"), as set forth in Section II.D.4 and II.H.7 below. Any reduction or credit will be applied to the last payment under this Agreement.
4. If Kroger settles with any Non-Settling State after September 8, 2023, and such settlement allows for the Subdivision(s) in such Non-Settling State to join the settlement, Kroger agrees to withhold from the gross recoveries a Common Benefit Fund assessment, to be deposited in the Court Common Benefit Fund, of 7.5% times the gross recovery paid as defined in the Court Common Benefit Order (Docket #4428). If Kroger settles with any Subdivision(s) in a Non-Settling State other than in connection with a statewide settlement that includes the relevant State after September 8, 2023, then Kroger agrees to withhold from the gross recoveries a Common Benefit Fund assessment, to be deposited in the Court Common Benefit Fund, of 7.5% times the gross recoveries (the "*Kroger Subdivision CBF Assessment*," and, along with the Kroger State Settlement CBF Assessment, each a "*Kroger CBF Assessment*"). If (a) Kroger settles with a Non-Settling State after November 1, 2023, (b) such settlement does not allow for the Subdivision(s) in such Non-Settling State to join the settlement, and (c) Kroger later prevails in asserting that Released Claims of Primary Subdivisions in such Non-Settling State were released as a result of such settlement, Kroger agrees to deposit the Kroger State Settlement CBF Assessment in the Common Benefit Fund. Any Kroger CBF Assessment is inclusive of any assessment related to such settlement that would be required by the Common Benefit Order (Docket #4428).

B. Attorney Fee Fund and Sub Funds

1. The Attorney Fee Fund shall consist of the Contingency Fee Fund and the Common Benefit Fee Fund. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund, provided the Contingency Fee Fund shall pay a Contingency Fee of the lesser of the Contingency Fee Contract amount, or 20% of client recovery. Any excess Contingency Fee Fund monies shall revert to the Common Benefit Fund.
2. The Cost Fund shall include the MDL Expense Fund and the Subdivision Cost and Expense Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.
3. It is the intention of the Parties that the Contingency Fee Fund and the Common Benefit Fund shall be administered by the Fee Panel appointed under MDL Docket No. 3828, which will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Orders. The Cost Funds shall be administered by the Cost and Expense Fund Administrator appointed under MDL Docket No. 3828, who will be governed by the provisions of this Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.
4. The fees to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations and Qualified Tribal Representations only. Fees to be paid under this Fee Agreement are not available prior to the Effective Date of the Kroger Agreement. Fees to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions, or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.
5. In no event shall Kroger be required to pay more into the Attorney Fee Fund than the maximum amount specified in paragraph II.A.1. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions set forth in Section II.A.2 and the reductions and refunds set forth below.
6. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Kroger Agreement, as set forth in Exhibit G to the Kroger Agreement, and shall be made by applying the

Mathematical Model attached as Exhibit “A” to this Fee Agreement. The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a Counsel to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

7. As to awards from the Contingency Fee Fund, there shall be no right of appeal.
8. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. Common Benefit Fund (60% of the Attorney Fee Fund)

1. The maximum potential total Common Benefit Fund payment to be made by Kroger into the Attorney Fee Fund is \$53,280,000, and in no event shall it exceed that amount. Kroger’s maximum potential Common Benefit Fund payments are subject to the reductions set forth in Section II.A.2. for Non-Settling States and to the adjustments set forth below and, subject to those reductions, shall be paid on the following yearly schedule:

	Kroger Shall Pay Common Benefit
Year 1 March 31, 2024	\$8,880,000
Year 2 March 31, 2025	\$8,880,000
Year 3 March 31, 2026	\$8,880,000
Year 4 March 31, 2027	\$8,880,000
Year 5 March 31, 2028	\$8,880,000
Year 6 March 31, 2029	\$8,880,000
Total	

	\$53,280,000
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2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions and Qualified Tribal Representation of Tribal Participating Governments who:
 - a. have performed work for the Common Benefit of all Participating Subdivisions and/or Tribal Nations consistent with the provisions to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated May 1, 2018, under docket number 358, which is included herein by reference; and
 - b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, Attorneys representing Tribal Nations litigating against Kroger have also reached a settlement for Released Claims with Kroger, and these settlements are the subject of agreements with Kroger. Attorneys are eligible for Common Benefit consideration provided such agreement with Kroger became effective under their terms. Such Attorneys must meet the eligibility criteria in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.5, MDL Participating Counsel not engaged in Qualifying Representations of Participating Litigating Subdivisions but who performed work for the Common Benefit pursuant to authorization from the MDL Co-Leads and meet the eligibility criteria in Section II.G. shall be eligible.

3. Kroger' Common Benefit Fund payments under this Fee Agreement satisfy any assessments or withholdings for the Kroger Agreement that are or could be required under the Common Benefit Order for Settling States and their Participating Subdivisions. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the Common Benefit Order.
4. In assessing the benefits that an Applicant has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribes for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Applicant and his or her clients have contributed to increasing (or reducing) Subdivision Participation in the Kroger Agreement as of the Initial Participation Date, and (ii) the Applicant and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Kroger Agreement, including the Kroger Tribal Agreement. The Fee Panel shall also consider additional fee recoveries the Applicant may potentially obtain, including, but

not limited to, from attorney fee funds under other settlement agreements, State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Kroger Agreement or not. It is the intent of this provision to recognize that the goal of the Kroger Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing one or more Non-Participating States or Non-Participating Subdivision does not further the goal of the Kroger Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing one or more Later Litigating Subdivisions or Later Litigating States is antithetical to the Kroger Agreement and detracts from Common Benefit; the Fee Panel shall consider this concept of "common detriment" set forth in this paragraph in all of its decision making with respect to the allocation of the Attorney Fee Fund among Applicants, as well as, in its discretion, any reductions provided to Kroger as set forth in Section II.H. The Fee Panel shall consider the totality of the Applicant's Participating Litigating Subdivisions as compared to the Applicant's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Applicants with a greater number of clients have a greater probability of having one or more Non-Participating Litigating Subdivisions. As used in this paragraph II.C.4, "client" or "representing" a Subdivision shall include any Litigating Subdivision as to which the Applicant has a Fee Entitlement.

5. As set forth in Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to reduce the amounts to be paid by Kroger under this Fee Agreement and to determine how to allocate funds among Applicants. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given Kroger in this Fee Agreement shall be applied against the last Payment Year and then working backwards. Any reduction to an Applicant not credited to Kroger shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

D. Contingency Fee Fund (40% of the Attorney Fee Fund)

1. The maximum potential total Contingency Fee Fund payment to be made by Kroger into the Attorney Fee Fund is \$35,520,000, and in no event shall it exceed that amount. Kroger' maximum potential Contingency Fee Fund payment shall be subject to the reductions set forth in Section II.A.2 for Non-Settling States and to the adjustments set forth below and, subject to those reductions, shall be paid on the following yearly schedule:

	Kroger Shall Pay Contingency Fee Fund
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Year 1 March 31, 2024	\$5,920,000
Year 2 March 31, 2025	\$5,920,000
Year 3 March 31, 2026	\$5,920,000
Year 4 March 31, 2027	\$5,920,000
Year 5 March 31, 2028	\$5,920,000
Year 6 March 31, 2029	\$5,920,000
Total	\$35,520,000

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.
 - a. The Contingency Fee Fund shall be available to Attorneys who represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and meet the eligibility criteria of Section II.G.
 - b. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.
3. The amount owed by Kroger to the Contingency Fee Fund shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to paragraph II.H.7, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

4. In the event that after the date of the Kroger Agreement, Kroger, prior to the Effective Date of the Kroger Agreement, settles with any Litigating Subdivision that would have been eligible to participate in the Settlement Agreement, and, under such settlement agreement pays attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Kroger Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be credited to Kroger, except that such refund shall not be greater than the amount paid to the Attorneys under the Litigating Subdivision's prior settlement agreement. All credits will be applied to the last Payment Year.
5. The Contingency Fee Allocation shall be determined as set forth in the Mathematical Model attached. If after application of the attached model funds remain in the Contingency Fee Fund, such funds shall be transferred to the MDL Common Benefit Fund established by Order of May 9, 2022 (Docket #4428).

E. *Subdivision Cost and Expense Fund*

1. Kroger shall pay \$60,000,000 into the Subdivision Cost and Expense Fund on the schedule set forth below.

	Cost Fund
Year 1 March 31, 2024	\$10,000,000
Year 2 March 31, 2025	\$10,000,000
Year 3 March 31, 2026	\$10,000,000
Year 4 March 31, 2027	\$10,000,000
Year 5 March 31, 2028	\$10,000,000
Year 6 March 31, 2029	\$10,000,000

2. The Subdivision Cost and Expense Fund shall be available to compensate Attorneys for costs and expenses arising out of Qualifying Representations of Participating Litigating Subdivisions. No funds in the Subdivision Cost and Expense Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision.

3. During the period between March 22, 2024 and the Effective Date of the Kroger Agreement, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Subdivision Cost and Expense Fund, shall make best efforts to cease litigation activity against Kroger, including by jointly seeking stays or severance of claims against Kroger, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.
4. In the event that Kroger, prior to the Effective Date of the Kroger Agreement, settles with any Litigating Subdivision and, under such settlement agreement, pays costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Subdivision Cost and Expense Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Subdivision Cost and Expense Fund if they had settled under the Kroger Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to Kroger, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.
5. The Cost Fund shall be administered by the Cost Fund and Expense Fund Administrator (MDL Docket No. 3828), who will be governed by the provisions of this Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.
6. The costs of the Cost and Expense Fund Administrator shall be paid from the Cost Fund and allocated by the Cost and Expense Fund Administrator between the MDL Direct Cost Fund and the Subdivision Cost and Expense Fund to fairly charge each fund the cost incurred in implementing and supervising the specific fund.
7. The Cost and Expense Fund Administrator shall set the process and procedures for submission of and criteria for applications for payment of Subdivisions' costs and expenses incurred by Attorneys engaged in Qualifying Representations. The Cost and Expense Fund Administrator shall receive and evaluate applications from Attorneys for the Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement for eligible costs under Section II.E.2 in pursuit of claims asserted in MDL 2804. The process shall require a showing that the costs or expenses sought were reasonably incurred in furtherance of active litigation of a designated state or federal bellwether trial-set case, or Common Benefit. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Subdivisions for costs incurred. If funds remain after the reimbursement of approved out-of-pocket costs, the Cost and Expense Fund Administrator shall consider reasonable and appropriate payment to the Kroger Bellwethers for client time,

costs and expenses. In addition the Cost and Expense Fund Administrator shall have the authority to award additional abatement proceeds to the Kroger bellwethers not to exceed: \$20 million for Montgomery, \$11 million for Durham, \$11.5 million for Cobb County, and \$9.5 million for Tarrant County, as additional abatement proceeds. The Administrator shall take into account like payments from other settlement funds when making its determination under this provision. At the conclusion of the process, any funds not allocated by the Cost and Expense Fund Administrator shall be transferred to the MDL Expense Fund for reimbursement of expenses determined and approved at the discretion of the Administrator. If any funds remain thereafter they shall be transferred to the MDL Common Benefit Fund.

8. In the event that States and Subdivisions enter into an additional global settlement with a party or parties other than Kroger that is (a) under the jurisdiction of the MDL Court in MDL No. 2804, (b) creates a separate cost fund, and (c) unless the parties agree to another date, such agreement has an effective date prior to December 31, 2024, the Cost and Expense Fund Administrator shall have the authority to aggregate the Cost Fund with the cost fund created under that global settlement agreement. The Cost and Expense Fund Administrator shall have the authority to address the appropriate procedures and required information to allow the costs to be funded from the appropriate cost fund or shared by two or more cost funds; *provided, however*, that the Subdivision Cost and Expense Fund shall remain subject to the requirements set forth in Section II.E.2. For the avoidance of doubt, payment of Subdivision Costs and Expenses to Attorneys is available only to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions, and no funds in the Subdivision Cost and Expense Fund may be used to compensate Attorneys for the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision.

F. *MDL Expense Fund*

1. Kroger shall pay \$5,000,000 of the Subdivision Cost and Expense Fund Year 1 payment into the MDL Expense Fund on the schedule set forth below.

	MDL Expense Fund
Year 1 March 31, 2024	\$5,000,000

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL PEC for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The sum deposited into the MDL Expense Fund will be paid

directly to the MDL Opiate Capital Account. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions or Non-Litigating Subdivisions. Should the approved MDL Costs and Expenses be less than \$5,000,000, the balance shall go to the Subdivision Costs and Expenses Fund.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after the Effective Date of the Settlement, unless the Administrator determines that there are sufficient funds to cover all Subdivision costs incurred by the MDL prior to the Effective Date and that costs were in pursuit of Abatement recovery for Litigating Subdivisions incurred following the public announcement of the Kroger Agreement, including reasonable costs related to the implementation of the Kroger Agreement.
4. At the conclusion of the Opioid MDL 2804 any funds remaining in the MDL Cost & Expense Fund shall be transferred to the MDL 2804 Common Benefit Fund (Dkt #5100).

G. Eligibility

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees received or awarded, including prior or future Contingency Fees, Common Benefit Fees, referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any Applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for which party or parties should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.
2. An Applicant may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and any fund created by a past or future State Back-Stop Agreement, provided the Applicant satisfies the

requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:
 - a. The Attorney must expressly waive the enforcement against the Participating Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund. All applications for attorneys' fees under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.
 - b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, with respect to Released Claims against Released Entities.
 - c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation of a Subdivision eligible to be a Participating Subdivision after the Reference Date unless the Attorney is recommending participation in the Agreement.
 - d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions or Later Litigating States. This representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions or Later Litigating States that are the result of the MDL Court's Common Benefit Order.
 - e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, other than a potential Common Benefit Fee.

- f. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Kroger Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.
 - g. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, trial transcripts, or deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement.
 - h. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Kroger Agreement to be fair and will make or has made best efforts to recommend the Agreement to his or her Subdivision clients in Settling States. For avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this Section shall include an affirmation by the Attorney in compliance with this Subsection.
- 4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision, provided, however, that this provision is not intended to prohibit Attorneys who do not represent or otherwise have a contractual agreement with such Non-Settling State or Non-Participating Subdivision from receiving allocated shares of any future common benefit assessments that arise out of settlements or judgments involving such Non-Settling State or Non-Participating Subdivision. All applications for attorneys' fees under this Section shall include an affirmation by the Attorney of compliance with this Section.
 - 5. An Attorney who has filed an application under this section and received an award of attorneys' fees shall provide a certification of compliance with the Sections of this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments under this Agreement. This certification will be done as directed by the Panel.
 - 6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement with, a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, shall be prohibited from receiving any future funds from the Attorney Fee Fund and be subject to additional obligations as set forth in Subsection 8 below. If an Attorney fails to notify the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, the Attorney shall be required to refund amounts previously paid. The Fee Panel shall notify Kroger when it receives notification.
8. To the extent an Attorney who has received compensation from the Attorney Fee Fund based on Qualifying Representations of Participating Litigating Subdivisions under the Kroger Agreement represents a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State, such Attorney shall be obligated to refund such amounts received as compensation from the Attorney Fee Fund to Kroger. Kroger or such Attorney may bring any dispute as to whether such Attorney shall be obligated to refund such amounts received from the Attorney Fee Fund to Kroger, to the Fee Panel. Nothing herein shall require a multi-attorney law firm that has received compensation from the Attorney Fee Fund to refund such amounts if an attorney of the firm that is no longer affiliated with such law firm, after such departure, represents a Later Litigating Subdivision or Later Litigating State, provided that (a) neither the law firm nor any of its other attorneys have any contractual or financial arrangement regarding, stand to benefit directly or indirectly from, or directly or indirectly provide financial or other support of any kind to, the former attorney's representation of the Later Litigating Subdivision or Later Litigating State and (b) if the former attorney was a partner or owner of the multi-attorney law firm at the time that the law firm received compensation from the Attorney Fee Fund, the former attorney shall be obligated to refund such amounts as the former attorney earned as a result of the compensation that the law firm received from the Attorney Fee Fund.
9. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could re-consider the Attorney's eligibility.

10. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Kroger Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.
11. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the procedures outlined herein.
12. Applicants are under an ongoing obligation to inform the Fee Panel in writing of any additional fees earned, expected, or received related to any Opioid litigation throughout the period of the Fee Panel's operation.

H. Calculation of Amounts Due

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Applicant. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section, except that the Fee Panel may receive information from Kroger as to (a) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in paragraph II.C.4; and (c) such other information as Kroger may voluntarily elect to provide.
2. The Fee Panel shall establish procedures for making determinations under this Fee Agreement consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with Applicants and/or other counsel (including counsel for Kroger) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.
3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. The Fee Panel shall ensure that payments are only made for Qualifying Representations of Participating Litigating Subdivisions. In addition, the Fee Panel will give consideration in regard to Common Benefit Fund awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

- a. The Applicant's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Applicant's financial commitment to such Qualifying Representations. Claimed "time" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;
- b. The novelty, time, and complexity of the Qualifying Representations;
- c. The skill requisite to perform legal services properly and undesirability of the case;
- d. The preclusion of other employment by the Applicant due to time dedicated to Qualifying Representations;
- e. The Common Benefit, if any, alleged to have been conferred by the Applicant and whether such Common Benefit work product by that Applicant was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Applicant claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;
- f. Any "common detriment," as set forth in paragraph II.C.4;
- g. Any contingent fee agreement or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);
- h. The experience, reputation, and ability of the Applicant;
- i. Whether the Applicant's clients brought Released Claims against Released Entities;
- j. The status of discovery in cases primarily handled by the Applicant;
- k. The nature of any work by the Applicant on "bellwether" cases or cases that were similarly active in litigation;

- l. Any pressure points successfully asserted by the Applicant in cases against Kroger or any risk for Kroger created by the Applicant in cases against Kroger;
- m. Any risk for defendants created by Applicants in cases against Kroger;
- n. Successful and unsuccessful motion practice in cases worked on by the Applicant;
- o. The date of filing of any cases filed by the Applicant;
- p. Obtaining consolidation of the litigation in the Applicant's jurisdiction;
- q. The number and population of entities represented by the Applicant and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Applicant's clients brought claims against Kroger prior to the announcement of this settlement on September 8, 2023;
- s. Whether the Applicant has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Applicant has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Applicant's cases have survived motions to dismiss;
- v. The extent to which the Applicant contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;
- w. The extent to which litigation occurred prior to and contributed to completion of settlement negotiations, as distinct from litigation that occurred after the announcement of the Kroger Agreement on September 8, 2023, such latter litigation both being of less value and, the case of litigation filed after the announcement of the Kroger Agreement on September 8, 2023, resulting in a common detriment to the settlement process, which in both cases should be viewed less favorably; and
- x. Any other factors that the Fee Panel finds to be appropriate to consider after input from Applicants to the Attorney Fee Fund.

4. It is possible that the States and Subdivisions that are litigating Opioid cases will enter additional settlements in close proximity of the time for processing the Kroger Agreement. If there are additional settlements and these settlements create a Common Benefit Attorney Fee Fund to be administered by the Fee Panel, the Fee Panel may:
 - a. Consolidate the Common Benefit approval process to include evaluation of all Common Benefit Applications for all settlements entered after November 14, 2022;
 - b. Determine the fair and equitable allocation of the Aggregate Common Benefit Fees that come after December 9, 2022, including consideration of beneficial or detrimental actions taken with respect to any Settling Defendant contributing to the Common Benefit Attorney Fee Fund;
 - c. Give consideration to the amount and timing of each settlement, including the amount and timing of Common Benefit Fees;
 - d. The Fee Panel shall abide by the applicable Attorney Fee Agreement in each of the Settlements in Allocating the Common Benefit Fees provided for in the Settlement; and
 - e. Be guided in their work by the Orders of the Court related to Fees and Costs.
5. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Applicant seeking compensation from each sub fund of the Attorney Fee Fund pursuant to processes and procedures developed by the Fee Panel, which shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Applicant shall, at a minimum, require each Applicant to:
 - a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;
 - b. Identify all Subdivisions in both Settling and Non-Settling States (and, where applicable, Tribal Nations) with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;
 - c. Identify which of those Subdivisions are Participating Subdivisions and which are not (with similar information for Tribal Nations, where applicable);

- d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;
 - e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund;
 - f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters;
 - g. Notwithstanding “a-f” above, the Panel may consider a supplemental application if the Applicant shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Applicant having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or an Allocation Agreement is reached.
6. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):
- a. Review the applications of all Applicants seeking compensation from the Common Benefit Fund, including determining eligibility for each Applicant as set forth in Section II.G.
 - b. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Applicants, including payment amounts for each Payment Year. In making such allocations, the Panel shall apply the principles set forth in paragraph II.C.5 to the amounts paid to Applicants with a Common Benefit Fee Entitlement.
7. With respect to the Contingency Fee Fund, the Fee Panel shall:
- a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.
 - b. Apply the Mathematical Model in Exhibit A.
 - c. Use such allocations to determine refund amounts owed to Kroger from the Attorney Fee Fund, and inform Kroger and the MDL PEC of all such adjustments.

8. To the extent that there is a dispute about the calculations of the Fee Panel related to the amount that Kroger is required to pay (including application of any reductions or refunds under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.
9. For purposes of determination of fee or cost awards, allocations, reductions, and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).
10. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. Miscellaneous

1. The Fee Panel shall charge an hourly rate approved by the Court. The Pre-Effective Date costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the Cost Fund. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Kroger.
2. The MDL PEC will seek, and the Attorneys General for Settling States and the Kroger will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or had been paid in a case otherwise under the jurisdiction of the MDL Court.
3. The MDL PEC shall provide to Kroger information the PEC has that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or pursuant to a Participation Agreement.
4. The MDL PEC and Kroger agree that it is a conflict of interest for an Attorney that had represented a Participating Subdivision or Settling State to represent a Later Litigating Subdivision or Later Litigating State, including a Non-Eligible State or a subdivision in a Non-Eligible State. This Subsection shall be

enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The MDL PEC represents that it will comply with this provision in the case of the Kroger Agreement until the Effective Date of the Kroger Agreement, as well as thereafter, if the Kroger Agreement proceeds.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as confidential under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents), including Non-Eligible States or subdivisions in Non-Eligible States. However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous

- A. *Termination.* If the Kroger Agreement does not proceed past the Reference Date, whether because Kroger does not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Kroger shall have no obligation to make any payments under this Fee Agreement, and Kroger and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.
- B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Kroger Agreement. This Fee Agreement shall also be submitted by Kroger and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached.
 1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Kroger under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in paragraph II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, Kroger and the MDL PEC shall meet and confer concerning such changes. The MDL Court shall have no authority to increase the payments made by Kroger related to fees and costs beyond the amounts described in this Fee Agreement.
 2. If Kroger and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement, this Fee Agreement shall be null and void, Kroger shall have no obligation to make any payments under this Fee Agreement, and Kroger and the MDL PEC shall take such further steps as are necessary to restore the *status quo ante*.

- C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of Kroger and the MDL PEC and (2) approval by the MDL Court.
- D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of Kroger as set forth in this Fee Agreement and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Kroger, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this paragraph authorizes the MDL Court to act contrary to this Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Kroger Agreement.

EXHIBIT A

Description of Mathematical Model for the Allocation of the Contingency Fee Funds

Kroger Settlement Agreement

This document describes the Mathematical Model for allocation of the Contingency Fee Fund described in Exhibit R (Agreement of Attorneys' Fees, Costs, and Expenses) to the Kroger Settlement Agreement.¹ Awards of fees from the Contingency Fee Funds shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Kroger Settlement Agreement.² A Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a counsel to participate. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculations.

In general terms, allocation of the Contingency Fee Fund shall be made by (1) determining the amount of the Settlement Fund that is attributable to each Participating Litigating Subdivision; (2) making certain adjustments to these amounts based on when the Subdivision filed suit and the terms of the applicable fee contract; and (3) dividing the Contingency Fee Fund proportionately among counsel for each Participating Litigating Subdivision based on the amounts calculated in subpart 2.

To collect a fee award from the Contingency Fee Fund, a Participating Litigating Subdivision must have named Kroger (or any Released Entity) in its lawsuit. The total maximum amount of the Contingency Fee Fund in the Kroger Settlement Agreement is \$35,520,000.³

Allocation of the Contingency Fee Fund shall be made according to the following steps. These calculations are made only for purpose of determining the percentage share of the Contingency Fee Fund that Attorneys for each Participating Litigating Subdivision should receive, *not* for determining the dollar amount each Subdivision will receive.

(1) For each Settling State, attribute 50% of the settlement funds for that State to its Subdivisions according to the Subdivision Allocation Percentage in Exhibit G to the Kroger Settlement Agreement.

Illustrative example:

- Assume that State A is allocated 1.00000% of the \$1,200,000,000 Remediation amount [see Exhibit M of the Kroger Settlement Agreement].
- 50% of the 1% share allocated to State A is \$6,000,000.

¹ See Kroger Settlement Agreement, Exhibit R § II.D.2.

² Kroger Settlement Agreement, Exhibit R § II.D.2.

³ Kroger Settlement Agreement, Exhibit R § II.A.1 & II.D.1.

- Assume that, per Exhibit G of the Agreement, the Subdivision Allocation Percentage for City B in State A is 1.00000000%.
- For purposes of determining its counsel's share of the Contingency Fee Fund, City B is attributed 1.00000000% of \$6,000,000, or \$60,000.

(2) Adjust the amounts in paragraph 1 as follows:

- Upward Adjustment for Early Filers.* Increase the amount calculated in paragraph 1 above by 10% for any Litigating Subdivision that named Kroger in a suit before December 5, 2017, the date the National Prescription Opiate Litigation MDL was formed. If the Litigating Subdivision did not name Kroger in a suit before September 8, 2023, then fees from the Contingency Fee Fund will not be awarded to Attorneys with otherwise Qualifying Representations of that Participating Litigating Subdivision.

Illustrative Example:

- Assume City C is attributed \$1,000,000 under paragraph 1 above.
- If City C named Kroger before 12/5/2017, the attributed amount would be adjusted to \$1,100,000.

- Determine Amount Due under Contingency Fee Contract.* Determine the amount that would be due to Attorneys with Qualifying Representations of each Participating Litigating Subdivision under the terms of the applicable fee contract if the Participating Litigating Subdivision were to receive the amount calculated in paragraph 2.a. This amount can be referred to as the Contingency Fee Assumption.

Illustrative Example:

- Continuing the example given in paragraph 2.a, if Attorneys have a 20% contingency fee contract with City C for the relevant litigation, the amount calculated in this step would be 20% of \$1,100,000, or \$220,000.

In the next step, the Contingency Fee Assumption is used to determine the percentage share of the Contingency Fee Fund due to Attorneys for each Participating Litigating Subdivision.

(3) Divide the Contingency Fee Fund proportionately among Attorneys for each Participating Litigating Subdivision in two ways:

- National Fee Pool Calculation.* Determine each Litigating Subdivision's

percentage share of all amounts due under contingency fee contracts nationwide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions. Then multiply that percentage by the Contingency Fee Fund to figure each Subdivision's dollar share of the Contingency Fee Fund (but only if the Subdivision timely named Kroger in a lawsuit).

Illustrative example:

- $\$220,000$ [from para. 2.b] $\div$ $\$280,000,000$ [total amount owed under contingency fee contracts nationwide] = 0.0785714% ⁴
- $0.0785714\% \times \$225,493,007.20$ [Contingency Fee Fund] = $\$177,173.01$

- b. *Separate State Fee Pools Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts statewide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions in the same State. Then multiply that percentage by the portion of the Contingency Fee Fund that corresponds to that State's Overall Allocation Percentage, shown in Exhibit F of the Kroger Settlement Agreement, to figure each Subdivision's dollar share of the Contingency Fee Fund (but only if the Subdivision timely named Kroger in a lawsuit).

Illustrative example:

- $1\% \times \$225,493,007.20 = \$2,254,930.072$ [amount of the Contingency Fee Fund corresponding to State A]
- Assume a total of $\$2,500,000$ is owed under contingency fee contracts for State A.
- $\$220,000$ [from para. 2.b] $\div$ $\$2,500,000 = 8.8\%$
- $8.8\% \times \$2,254,930.072 = \$198,433.85$

The award of fees to Attorneys with Qualifying Representations of Participating Litigating Subdivisions will be the average of the final amounts calculated in paragraphs 3.a and 3.b above, less any amounts the Fee Panel is authorized to, and does, withhold.⁵

Paragraph 3.a represents allocation based on a proportional share of a National Fee Pool,

⁴ In this example, \$280 million is the amount theoretically owed under all contingency fee contracts for litigation against Kroger as calculated in paragraph 2.b. This amount is illustrative only; the actual amount will not be known until all litigating subdivisions are identified and the terms of their contingency fee contracts are collected.

⁵ The model also enforces a maximum fee award of 20% of the amount calculated in paragraph 2.b. The description in this document of the Mathematical Model is by necessity an abstraction; the precise contours of the calculations are defined in the model itself.

while paragraph 3.b represents allocation based on a proportional share of the Separate State Fee Pools. In other words, for the National Fee Pool described above in paragraph 3.a, the contingency fee contract rate is compared to all other contingency fee contract rates in the nation. For the Separate State Fee Pools described above in paragraph 3.b, the contingency fee contract terms are compared to the other contingency fee contract terms in that same State. The National Fee Pool and the Separate State Fee Pools are given equal weighting.

Using the first methodology, Attorneys for two Subdivisions in different States with the same amount calculated under paragraph 2.b would be assigned the same amount under paragraph 3.a. Using the second methodology, Attorneys for the same two Subdivisions would be assigned different amounts under paragraph 3.b because they are in different States. Specifically, the Subdivision in the State with a smaller proportion of Participating Litigating Subdivisions would be allocated more than the Subdivision in the State with a greater proportion of Participating Litigating Subdivisions.

By: 

Name: Chantale Fiebig

Date: March 21, 2024

On behalf of Kroger

By: _____

Name: Paul T. Farrell, Jr.

Date: _____

By: _____

Name: Jayne Conroy

Date: _____

By: _____

Name: Joseph F. Rice

Date: _____

On behalf of Plaintiffs' Executive Committee

EXHIBIT S

State Outside Counsel Fee Fund

1. **Definitions.** This Exhibit incorporates all defined terms in the Agreement. Additionally, the following definitions apply to this Exhibit:

- a. “State Outside Counsel Fee Fund” or “Fee Fund” means the fees portion of the State AG Fees and Costs amount, which is disbursed pursuant to this Exhibit.
- b. “Outside Counsel States” means Alaska and Utah, the two states with litigation brought by outside counsel as of September 8, 2023, when the agreement in principle was announced.
- c. “Retained Amount” means any amount retained by Kroger pursuant to Section 4 below.

2. **Payment.** The amount of the State Outside Counsel Fee Fund is \$8 million. It is to be paid by Kroger pursuant to the schedule in Exhibit M-3 and the terms of the Agreement, including this Exhibit.

3. **Allocation.** The State Outside Counsel Fee Fund is allocated evenly between the Outside Counsel States, with Alaska and Utah each eligible for an allocation of \$4 million. If both Outside Counsel States are Settling States, the Settlement Fund Administrator shall evenly allocate the Fee Fund portion of the Annual Fees Payments between the two states.

4. **Use of Funds.** An Outside Counsel State may use any or all of a Fee Fund payment for the payment of (or reimbursement for) outside counsel fees and/or for Opioid Remediation.

5. **Retained Amount for Non-Settling Outside Counsel States.** If an Outside Counsel State is a Non-Settling State, then its Fee Fund allocation shall not be paid by Kroger. The Retained Amount shall be applied to the back end of all payments for State AG Fees and Costs and the Additional Remediation Amount.

For example, if one Outside Counsel State is a Non-Settling State, then the following would occur:

- i. The \$4 million Retained Amount would be applied to Payment Year 6 and there would be no payment that year for the Fee Fund, State Cost Fund, or Additional Restitution Amount.
- ii. The full Payment Year 3 Fee Fund payment would be made to the Outside Counsel State that is a Settling State.
- iii. The two Additional Remediation payments will move up a year and be paid in Payment Years 4 and 5.

EXHIBIT T

State Cost Fund

1. **Definitions.** This Exhibit incorporates all defined terms in the Agreement. Additionally, the following definitions apply to this Exhibit:

- a. “Agreement on the Joint State Cost Fund” means the Agreement on the Joint State Cost Fund, which is Exhibit T to the multistate settlement agreements with Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., and Walmart Inc.
- b. “Joint State Cost Fund” means the fund for state costs established by the Agreement on the Joint State Cost Fund.
- c. “Joint State Cost Fund Committee” means the committee established to oversee the Joint State Cost Fund pursuant to the Agreement on the Joint State Cost Fund.
- d. “Litigating States” means Alaska, Utah, and Washington, the three states with active litigation as of September 8, 2023, when the agreement in principle was announced.
- e. “Priority Payment” means a payment to a Litigating State that becomes a Settling State for Kroger-related costs that is made pursuant to the requirements of Section 4 below.
- f. “State Cost Fund” means the State costs portion of the State AG Fees and Cost amount, which is disbursed through this Exhibit.

2. **Payment.** The amount of the State Cost Fund is \$8 million. It is to be paid by Kroger pursuant to the schedule in Exhibit M-3 and the terms of the Agreement, including this Exhibit. The amount to be paid by Kroger into the State Cost Fund will be reduced by \$2 million for each Litigating State that does not become a Settling State. The Retained Amount shall be applied to the back end of all payments for State AG Fees and Costs and the Additional Remediation Amount.

3. **NAAG Grant Reimbursement.** From the initial State Cost Fund payment in Payment Year 1, there shall be a disbursement to the relevant NAAG fund for any opioid grant reimbursement amount that is owing and is not scheduled to be paid from another source. Any initial NAAG grant reimbursement paid from the State Cost Fund pursuant to this provision shall not exceed \$1.5 million. The foregoing sentence is not intended to limit reimbursements to NAAG from the Joint State Cost Fund.

4. **Priority for Litigating States.** Each Litigating State that becomes a Settling State is eligible for a Priority Payment of up to \$2 million per state from the State Cost Fund for Kroger-related costs. The process for such priority payments is as follows:

- a. The Litigating State will provide the Joint State Cost Fund Committee with a written statement of the amount of its Kroger-related costs and a request for a Priority Payment of such costs up to \$2 million. The Litigating State will certify that these costs are eligible for reimbursement pursuant to the requirements the Joint State Cost Fund Committee has established for payments from the Joint State Cost Fund.
- b. The Priority Payments to Litigating States shall be made from the amounts Kroger pays to the State Cost Fund in Payment Years 1 and 2.
- c. If there are not sufficient funds to fully pay any NAAG grant reimbursement amount and all Litigating State Priority Payments in Payment Year 1, then the \$4 million Year 1 State Cost Fund payment shall fully cover the NAAG reimbursement amount and the remaining amount shall be allocated equitably among the Litigating State Priority Payments pursuant to instructions from the Joint State Cost Fund Committee. The remaining priority payment amounts shall be paid from the Payment Year 2 State Cost Fund payment.
- d. Litigating States receiving a Priority Payment shall submit the costs covered by such payment to the Joint State Cost Fund Committee (or its auditor) so that the Committee may account for the expenses and their reimbursement in processing applications for any payments from the Joint State Cost Fund and otherwise confirm the eligibility of such expenses. If such submitted expenses are determined by the Committee to be ineligible pursuant to the requirements the Joint State Cost Fund Committee has established for payments from the Joint State Cost Fund, the recipient will refund the amount of any such ineligible expense to the Joint State Cost Fund.

5. **Eligibility for Joint Cost Fund Payments.** While they will be credited with having received Priority Payments, Litigating States receiving Priority Payments remain eligible to apply for cost reimbursement from the Joint State Cost Fund for expenses not covered by the Priority Payments. Should a Litigating State receive additional funds for remediation or fees from Kroger outside of this Agreement, such additional funds shall not affect such State's eligibility for reimbursement of costs from funds paid into the Joint State Cost Fund from the Kroger State Cost Fund payments.

6. **Remaining State Cost Fund Amounts.** State Cost Fund payment amounts that are not directed to NAAG grant reimbursement or to Litigating State Priority Payments pursuant to this Exhibit shall be directed to the Joint State Cost Fund to be disbursed pursuant to the Agreement on the Joint State Cost Fund.

7. **Clarification.** No State that is not a Settling State may receive payments from the State Cost Fund.

EXHIBIT U - Exemplar Tax Form

0303



VOID



CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [Appropriate Official] [Designated State] [Address]		1 Total amount required to be paid \$ *	OMB No. 1545-2284 Form 1098-F (Rev. January 2022)	Fines, Penalties, and Other Amounts
		2 Amount to be paid for violation or potential violation \$ *		
		3 Restitution/remediation amount \$ *	For calendar year 20 <u>24</u>	
		4 Compliance amount \$ *	5 Date of order/agreement XX/XX/2024	
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 31-0345740	6 Court or entity U.S. District Court for the Northern District of Ohio and Jurisdictions of other cases settled under the Settlement Agreement entered into by the Kroger Co. and the Settling States (as defined in the Agreement), dated as of [].		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns.
PAYER'S name The Kroger Co		7 Case number No. 1:1-MD-2804, and other cases settled under the Settlement Agreement entered into by the Kroger Co. and the Settling States (as defined in the Agreement), dated as of [].		
Street address (including apt. no.) 1014 Vine Street		8 Case name or names of parties to suit, order, or agreement National Prescription Opiate Litigation		
City or town, state or province, country, and ZIP or foreign postal code Cincinnati, OH 45202		9 Code A, B, I		

Form **1098-F** (Rev. 1-2022)

Cat. No. 71382B

www.irs.gov/Form1098F

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

EXHIBIT V

[Intentionally Omitted]

EXHIBIT W

Non-Litigating Threshold Subdivisions

[Exhibit to be inserted prior to the Effective Date]

EXHIBIT X

**Governor's Release of Opioid-Related Claims Pursuant to
the Kroger Settlement Agreement**

I, [NAME], Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory], hereby authorize Attorney General [NAME] to settle and release, to the maximum extent of my power as Governor, all Released Claims of (1) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with regulatory authority to enforce state and federal controlled substances acts and (2) all of [Commonwealth]/[State]/[Territory]'s past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. The foregoing authorization is given in connection with Section X.G of the Kroger Settlement Agreement dated as of March 22, 2024 setting forth the terms of settlement between and among Kroger, on the one hand, and the Settling States and Participating Subdivisions, on the other hand. This release is intended to be a "release from a State's Governor" as contemplated in such section. Capitalized terms used herein and defined in the Settlement Agreement have the meanings given to them in such settlement agreement.

[Name]

Governor of the [Commonwealth]/[State]/[Territory] of [Commonwealth]/[State]/[Territory]

Date: _____

Subdivision Participation and Release Form

Governmental Entity: City of Fernley, Nevada	State: Nevada
Authorized Official: Mayor Neal E. McIntyre	
Address 1: 595 Silver Lace Blvd.	
Address 2:	
City, State, Zip: Fernley, NV 89408	
Phone: 775-784-9857	
Email: nemcintyre@cityoffernley.org	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release

Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with David Burns and Marlo Burns, APN 021-132-54 TCID serial number 1036-B in the amount of 2.925 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with David Burns and Marlo Burns, APN 021-132-54 TCID serial number 1036-B in the amount of 2.925 acre

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from David Burns and Marlo Burns, APN 021-132-54 TCID serial number 1036-B in the amount of 2.925 acre feet.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by staff and would be contrary to existing city policies.

BACKGROUND:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements.

David Burns and Marlo Burns is proposing to dedicate 2.925 acre-feet of water rights appurtenant to APN 021-132-54 (TCID Serial Number 1036-B) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

This dedication of Water Rights will assist in Fernley's quest to protect our most valuable resource and support the City's economic development goals.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035 requires developers to dedicate sufficient water rights to support their proposed development projects. Water dedicated to the City and banked under a banking agreement such as the one proposed here may be used to meet that requirement.

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication.

ATTACHMENTS:

1. Burns Dedication Agreement
2. Burns Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between David Burns and Marlo Burns, husband and wife, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

WHEREAS, the City owns and operates a water distribution system located in the City of Fernley, Lyon County; and

WHEREAS, the Dedicator desires to transfer certain water rights to the City as described in Section 2 of this Agreement (the “Water Rights”), to be reserved and credited towards future water utility service requirements; and

WHEREAS, the City is willing to accept the Water Rights to be utilized by the Dedicator for future development requirements within the City’s water utility service area, as it may change from time to time; and

WHEREAS, the Dedicator may desire to assign its rights to apply the Water Rights towards future water utility service requirements to an assignee (the “Assignee”); and

WHEREAS, the City will accept the Water Rights in lieu of the provision of new water rights when an application for water utility service is made in the future by the Dedicator or the Assignee, thereby satisfying one of the pre-conditions for water utility service (i.e. the provision of a water right).

NOW, THEREFORE, it is hereby agreed between the Dedicator and City as follows:

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to insure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances, resolutions, statutes, standards, and policies in effect at the time the request for a

will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

- (b) Any facilities for water treatment, supply, storage, transmission and distribution, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks), located within or outside of the property for which future will-serve commitments are sought, that are requested and which are reasonably necessary to insure an adequate water supply to the property, will be constructed by the Dedicator or the Assignee, and dedicated to the City; and
- (c) Any easement or legal access reasonably necessary to insure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

2. **Dedicated Water Rights.** The Water Rights dedicated by this Agreement are described as follows:

A Two and Nine Hundred Twenty-Five One-Thousandths (2.925) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1036-B. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-132-54 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on January 5, 2001, as Document No. 256122.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent, and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
 - (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
 - (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property, and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement, and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

- (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and
 - (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.
10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.
- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.
 - (b) The City may reject approval of a renewal of this Agreement **only** if:
 - (i) The City sends notice of the expiration of the initial twenty-five year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and
 - (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.
 - (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.
11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

Veronda, LLC

P.O. Box 2258

Fernley, NV 89408

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any

right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

Agreed upon the date set forth above between the following parties:

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

David Burns

Date:

Marlo Burns

Date:

Assignee

Dedicator assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

VERONDA, LLC, a Nevada limited liability company

Gerald Ricci, Manager

Date:

The undersigned hereby affirms that there is no Social Security number contained in this document

LYON CO. APN: 021-132-54

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from DAVID BURNS and MARLO BURNS, husband and wife as joint tenants, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Lyon County, State of Nevada, as described as follows, to wit:

A Two and Nine Hundred Twenty-Five One-Thousandths (2.925) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1036-B. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-132-54 and further described as follows:

The real property situate in the County of Lyon, State of Nevada, described as follows:

Parcel B as shown on that certain Record of Survey for Boundary Line Adjustment prepared for Neil Joseph & Cindy K. Mortensen and recorded

in the Official Records of Lyon County, Nevada on August 18, 1999 as Document No. 237938.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN, & SALE DEED the day and year first written above.

DATED this ____ day of _____, 2024.

GRANTOR:

BY: _____
David Burns

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by David Burns.

WITNESS my hand and official seal.

NOTARY PUBLIC

BY: _____
Marlo Burns

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Marlo Burns.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-320-150

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible Action) to approve the liquor license for The Nest.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for The Nest.

RECOMMENDED MOTION:

"I move to approve the liquor license for The Nest."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established liquor license procedures in the City of Fernley. Applicants are required to submit to a background check that is performed by the Lyon County Sheriff's Department. Lyon County Sheriff's Office recommended approval based on the background investigation conducted for Shannon Ceresola. Background information is confidential and cannot be distributed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's office collects liquor license fees that are reported under Liquor License revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

100-575-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve an interlocal agreement between the City of Fernley and Nevada State Parks for the removal and transport of the Schoolhouse located at the Fernley-Lassen Train Depot/Community Response and Resource Center Property.

AGENDA ITEM BRIEF:

This item

RECOMMENDED MOTION:

I move to approve an interlocal agreement between the City of Fernley and Nevada State Parks for the removal and transport of the schoolhouse building located at the Fernley-Lassen Train Depot/Community Response and Resource Center Property.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may deny the approval of the interlocal agreement and provide staff with further direction.

BACKGROUND:

At the April 5th, 2023 meeting, City Council approved a motion to donate the schoolhouse located at the Fernley-Lassen Train Depot/Community Response and Resource Center Property. A representative for the Nevada State Parks approached staff with interest in accepting the donation of the building and returning the building to what is believed to be its originating location in Silver Springs. This agreement will allow the City to enter into a contract for the removal and relocation of the building on behalf of Nevada State Parks, and will allow for the reimbursement of all costs incurred by the City.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277.180

FINANCIAL IMPLICATIONS:

This expense incurred will be reimbursed by Nevada State Parks to the City of Fernley.

ATTACHMENTS:

1. C29190 City of Fernley interlocal exp 12.31.24

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **29190**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-20**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FERNLEY, CITY OF**Contractor Name: **FERNLEY, CITY OF**Address: **595 SILVER LACE BLVD**City/State/Zip: **FERNLEY, NV 89408-8547**Contact/Phone: **775/784-9844**Vendor No.: **T27001574**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % SESQUICENTENNIAL LICENSE PLATE

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **08/2024**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **206 days**4. Type of contract: **Interlocal Agreement**Contract description: **FC Schoolhouse**

5. Purpose of contract:

This is a new interlocal agreement to provide the

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

move building

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the adequate equipment or skills to provide this service9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
 b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ethick1	06/07/2024 09:16:24 AM
Division Approval	ethick1	06/07/2024 09:16:26 AM
Department Approval	ethick1	06/07/2024 09:16:28 AM
Contract Manager Approval	ethick1	06/07/2024 09:16:30 AM
Budget Analyst Approval	Pending	

CETS #:	29190
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Conservation and Natural Resources Division of State Parks
Address:	901 South Stewart Street Ste 5005
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Emily Larsen
Phone:	775-684-2779
Email:	e.larsen@parks.nv.gov

Public Entity #2:	Fernley, City of
Address:	595 Silver Lace Blvd
City, State, Zip Code:	Fernley, NV 89408
Phone:	775-784-9844
Email:	dlewis@cityoffernley.org

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	29190
Agency Reference #:	

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Upon Approval	To:	12/31/2024
-----------------	---------------	-----	------------

4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	ADDITIONAL ATTACHMENTS (if applicable)

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$25,000
-------------------------------	----------

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	29190
Agency Reference #:	

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	29190
Agency Reference #:	

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	29190
Agency Reference #:	

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

		Administrator or Designee
_____	_____	_____
Public Entity #1 Authorized Signature	Date	Title

_____	_____	_____
Public Entity #2 Authorized Signature	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

_____	On: _____
Deputy Attorney General for Attorney General	Date

ATTACHMENT A

JAMES A. SETTELMAYER
Director

Department of Conservation and
Natural Resources

ROBERT MERGELL
Administrator

JOE LOMBARDO
Governor

STATE OF NEVADA



Address Reply to:

901 S. Stewart Street,
Suite 5005
Carson City, NV
89701-5248

Phone: (775) 684-2770
Fax: (775) 684-2777
<http://parks.nv.gov>

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF STATE PARKS

June 6, 2024

SCOPE OF WORK

TO: Emily Larson, Janice Keillor, Jennifer Villanueva, Art Krupicz, Nicole Ting
FROM: Kevin Sellstrom
SUBJECT: Scope of Work for Interlocal Agreement between NDSP and the City of Fernley re: transfer of historic Fort Churchill School House to Fort Churchill State Historic Park

The City of Fernley is currently in possession of a historic school building named the "Fort Churchill School." This building has been moved several times before being placed at its current location adjacent to the Fernley and Lassen Railroad Depot in the City of Fernley.

The City of Fernley is no longer in need of the historic Fort Churchill School building and is redeveloping the current site of the school building, thus needing to relocate or demolish the building. The City of Fernley has offered to transfer the building to the Nevada Division of State Parks for continued preservation and interpretation at an appropriate state park.

Through the course of historic research, the Nevada Division of State Parks has traced the heritage of the building to at least 1910, where it served residents within the vicinity of Fort Churchill and Buckland Station. The building is stylistically representative of school buildings in the region at that time and is pictured or mentioned in several books about life in the area; it may even be the specific school constructed for the Buckland family and their neighbors, although more research must be done to verify this. As such, there is value in preserving this historic and cultural resource as an element of the Fort Churchill State Historic Park.

In the interest of preserving this local historic resource, the City of Fernley has offered to donate the building to the Nevada Division of State Parks at no cost. Further, the City of Fernley will contract with a licensed structure moving service to relocate the historic structure from its current location in Fernley to a space within Fort Churchill State Historic Park. The cost of this moving service is \$25,000, to be paid by NDSP to the City of Fernley upon approval of the attached agreement and delivery of the structure to Fort Churchill State Historic Park.

This contract will be funded by Sesquicentennial License Plate funds, Category 20.

The total cost of this agreement is \$25,000.

/KS



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-810-322/520-810-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Ratify a Contract for Hansford Economic Consulting to provide a Water and Sewer Utility Rate Study Update for an amount not to exceed \$44,000.

AGENDA ITEM BRIEF:

A contract for a Water and Sewer Utility Rate Study Update was awarded to Hansford Economic Consulting LLC on 9/16/20. This firm assisted the City with a study performed in 2016 for the five-year plan that is expiring this fiscal year. The intention of the rate study is to create a plan to be able to adequately cover expenses for each of the enterprise funds and to cover proposed five-year Capital Improvement Projects for the funds. Enterprise funds are required by NRS 354 to be run like a business and expenses are required to remain below revenues.

RECOMMENDED MOTION:

I move to approve the ratification of a contract to Hansford Economic Consulting to provide a Water and Sewer Utility Rate Study Update for an amount not to exceed \$44,000.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

n

BACKGROUND:

Hansford Economic Consulting LLC was hired by the City in 2016 and 2020 to provide a Water and Sewer Utility Rate Study to assist Council and Staff in determining a course of action by ensuring the City was collecting enough revenue to sustain operations and cover the costs associated with capital expenses which are necessary to replace aging infrastructure. A rate study for the Water and Wastewater Enterprise funds was prepared and presented to Council at a special Council meeting by Hansford Economic Consulting LLC. on 4/21/2021. The City had nearly a decade of operating losses in both the Water and Wastewater funds prior to the 2016 study. HEC last provided a rate study update to the City in 2021, and new rates were implemented April 1, 2022, followed by rate increases January 1 2023 and 2024. The adopted rates also include 3% scheduled rate increases January 1 2025 and 2026. Best practice is to evaluate adequacy of rates every three to five years.

The 2024 utility rate study will provide the following:

1. Calculated rates that recover the revenue required to operate the utilities in a safe manner, in compliance with existing and anticipated regulations, including ongoing operations and maintenance. The rates also cover the completion of system rehabilitation and new capital improvement projects, and debt service payments.
2. Document the cost allocation methodologies such that calculated rates are understandable to customers, as well as Staff and Council.
3. Provide a finance plan for timely completion of planned capital improvements.
4. Calculate five years of rates that will provide for the financial stability of the enterprise funds during normal and drought conditions, including periods of water conservation

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 266

FINANCIAL IMPLICATIONS:

Funds budgeted in FY 24/25 Water and Wastewater Enterprise.

ATTACHMENTS:

1. HEC Proposal to Fernley 2024

Water and Sewer Utility Rate Study Update

PROPOSAL

Prepared for
City of Fernley

March 26, 2024

HEC No. 240432

March 26, 2024

Mr. Barry Williams, Public Works Director
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Subject: Water and Sewer Utility Rate Study Update

Dear Mr. Williams:

Hansford Economic Consulting LLC (HEC) is pleased to submit the enclosed proposal to provide a Water and Sewer Utility Rate Study Update (Study) to the City of Fernley. HEC last provided a rate study update to the City in 2021, and new rates were implemented April 1, 2022, followed by rate increases January 1 2023 and 2024. The adopted rates also include 3% scheduled rate increases January 1 2025 and 2026. Best practice is to evaluate adequacy of rates every three to five years.

HEC and its Principal, Catherine Hansford, bring more than 20 years of experience in municipal finance with specialization in the water industry. With a proven track record of completed projects and references listed herein, HEC offers the necessary skill set for successful, straightforward execution of the Study. As a small firm carrying a project from start to finish, HEC is intimate with all project details. HEC's personal approach to projects is desirable when working with sensitive issues, a divergent customer base and/or multiple interests of stakeholders.

HEC has provided on-going professional services to many small cities and special districts in the Tri-State region of California, Nevada, and Oregon. We work with staff, engineers, bond counsel, planners, public outreach, and legal professionals routinely to determine the best solutions to unique circumstances.

We look forward to continuing to assist the City of Fernley with financial planning for the water and wastewater utility enterprise funds. Please review the proposal and let me know if you have any questions or would like any revisions.

Sincerely,



Catherine R. Hansford
Principal, Hansford Economic Consulting LLC

Proposal Contents

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2. Scope of Services and Schedule	6
3. Fee Schedule	11

Section 1. Qualifications and Resumes

Hansford Economic Consulting LLC

Hansford Economic Consulting LLC (HEC) provides planning, economic, and financial services for public and private clients in the Western United States. The company is owned and managed by Catherine Hansford, an applied economist with more than 20 years of experience. HEC clients include regional agencies, counties and cities, special districts, non-profits, private entities, and homeowner associations. HEC's services include:

- Water Utilities Resource and Financial Plans
- Infrastructure Networks Analysis
- Agency Governance, Mergers & Organization
- Economic Development & Business Impact Analysis
- Public Facilities and Services Financing Plans
- Fee Nexus Studies
- Fiscal Impact Studies

Our high-quality work products span a breadth of land and water resource related topics that touch our human communities and environments. HEC endorses progressive and adaptive planning, understanding that plans are useful only if they are comprehensive, relevant to the specific local conditions, and lead to implementation. Our approach is especially desirable when working on sensitive community issues with a divergent customer base and/or the interests of multiple stakeholders. HEC works with clients to find the best solutions for their own unique circumstances by listening to and collaborating with them; this is what sets HEC apart from our competition.

HEC appreciates the challenge of balancing equity, feasibility, and public acceptance goals when approaching fee studies. Water fees/charges/assessments/taxes are a sensitive topic, and our approach has been proven successful.

HEC Strengths

- More than 25 years of experience in municipal finance, planning, and economic services
- Specialization in water utilities public finance
- Small project team; hands-on and readily accessible
- Large portfolio of completed rate, user fee, development impact and connection fee water utility studies
- Assisted with USDA and SRF funding applications and administration of funds

Recently-Completed Utility Rate and Fee Studies

The table below shows examples of recent utility rate and fee studies completed or currently being conducted by HEC.

Utility Provider, State	Study
Carson City, NV	Marlette Water Rate Analysis (2017) Roads Funding Mechanisms Analysis (2024)
Spring Creek, NV	Water and Sewer Rates Analysis (2021) & (2024)
Minden Gardnerville SD, NV	Wastewater Rates Study (2023)
Eureka County, NV	Water & Sewer Rate Study (2024)
Talent, OR	Water Rates (2019), Parks, & Streets Fees (2021)
Phoenix, OR	Water Rates (2019), Parks, & Streets Fee (2023)
Ashland, OR	Water & Wastewater Rate Studies Update (2021)
Coos Bay, OR	Wastewater Rate Study (2018)
Eagle Point, OR	Water Rate Study (2024)
Newman, CA	Water & Sewer Rate Study (2019) & (2024)
Livingston, CA	Water & Sewer Rate Study (2022)
Riverbank, CA	Recycled Water Pricing (2021)
Colfax, CA	Wastewater Rate Study (2023)
Waterford, CA	Water Rate Study (2016)
Amador Water Agency, CA	Wastewater Capacity Fees (2022)
Rancho Murieta CSD, CA	Water & Wastewater Rate Study (2024)
Georgetown Divide PUD, CA	Wastewater Rate Study (2019)
American Valley CSD, CA	Water & Wastewater Rate Study (2023)
Grizzly Flats CSD, CA	Water Rate Study (2023)
Gold Mountain CSD, CA	Water & Sewer Rate Study (2022)
Lockeford CSD, CA	Water Rate Study (2022)
Woodbridge SD, CA	Wastewater Rate Study (2022) & (2024)
Linden County Water District, CA	Water & Wastewater Rate Study (2021)
Salinas Valley Basin GSA, CA	Groundwater Regulatory Fee (2023)
Merced Irrigation-Urban GSA, CA	Groundwater Regulatory Fee (2020)
Ukiah Valley Basin GSA, CA	Groundwater Regulatory Fee (2023)
Vina GSA, CA	Groundwater Management Fee (2024)
Bishop Paiute Tribe, CA	Water & Wastewater Rate Study (2018)

Staffing

Catherine Hansford • Project Manager • Utility Rates Calculations • Presenter

EXPERIENCE

Catherine's passion for water resources coupled with her education and career in economics complement one another. In this era when the link between water and economic vitality becomes more evident and stressed, Catherine draws on her experience to assist with decision making for best use of scarce resources and make appropriate financial planning. Catherine has helped a wide variety of public agencies in California, Nevada, and Oregon with water utility financial planning. Notable accomplishments include:

- In 2003, Catherine was selected as Chair of the Advisory Committee for the Regional Water Planning Commission in Washoe County, Nevada.
- Between 2021 and 2023, HEC helped the Minden Gardnerville Sanitary District understand their financial structure, find new revenue streams, increase their rates, and re-structure their connection fees. The District had not increased their rates in more than 10 years and had not examined many of their other fees in more than 16 years.
- HEC assisted the Donner Summit Public Utility District (DSPUD) secure the first California Clean Water State Revolving Fund (CWSRF) planning loan to finance the significant planning costs associated with their wastewater treatment plant upgrade project in July 2010. Also, for the for the same project, HEC helped DSPUD secure the first refinancing of debt in the State through the California CWSRF. The completion of the project led to the first snow making from recycled water in California at the Soda Springs Ski Resort.
- In 2013, HEC conducted a unique analysis on the feasibility of a special district to retire water rights in the Diamond Valley Basin to rectify over-appropriation of groundwater. The analysis was the first of its kind in the State of Nevada and has been used by the State Engineer in consideration of actions for the hydrographic basin.
- In 2013, 2017, and 2019, Catherine Hansford gave a 3-hour class on water and wastewater rate and fee setting for the Nevada Rural Water Association. The class was held at the Truckee Meadows Community College and video-broadcast to colleges throughout the state of Nevada.
- In 2018, Catherine was selected to conduct a fee study for the Salinas Valley Groundwater Basin Groundwater Sustainability Agency. Created because of the Sustainable Groundwater Management Act (SGMA), this is a pioneering rate study covering an extremely diverse customer base.

Brooke Hansford • Research • Production and Organization

EXPERIENCE

Brooke is an Analyst at HEC, providing support on a wide range of projects. Her responsibilities consist of research, data aggregation, organization of project materials, production of materials, and general office support.

Quality Assurance and Control

HEC has a reputation for delivering projects on schedule in a professional manner and will work with the City's scheduling needs. There will be no replacement of personnel. Catherine Hansford has all the necessary professional skills and knowledge to complete the project; she will lead the project, provide overall project management, coordinate meetings, and respond directly to City staff and consultants.

HEC has earned a reputation for being open-minded, patient, thorough, and excellent at communications with decision makers. Catherine Hansford has first-hand experience of working at a water utility and understands the process necessary for adopting updated rates and charges. Here are some things our clients say about HEC:

"Hansford Economic Consulting has helped take our Regional Water Plan to a higher level. Catherine's specialized knowledge in the utility field has been invaluable in collecting and analyzing cost and financing data from various sources in our community. Her firm's work is thorough, accurate, and well presented; it's executed with the highest level of professionalism. I would not hesitate to highly recommend Hansford Economic Consulting to any of my colleagues." **Jim Smitherman**, Program Manager, **Western Regional Water Commission**

"The process, preparation, research and final execution for our project was highly complex, hyper-political, and required aspirational thinking. We needed a firm that could bring the right combination of analytical prowess, professionalism and broad-based economic development experience that could unite various community interests around a common purpose. We got this and more from Hansford Economic Consulting." **Jessie Bahr**, President, **Spring Creek Owners Association**

"Thank you for your excellent work. You and your staff are always professional and on time with deliverables. Thank you for being patient with us as we went through the myriad of changes regarding our Well #10 project. The report your staff provided is excellent. It includes all the information anyone would need to see why we need the rate changes and it's written so that anyone could understand it." **Lewis Humphries**, Finance Director, **City of Newman**

Catherine Hansford, Principal

Utility Rate Studies • Municipal Finance • Water Resources Planning • Economic Analysis

Catherine is a practitioner of financial, economic, and resource sciences. As a professional for more than 20 years, Catherine has built a reputation for creative problem solving, excellent speaking skills and written products. Catherine combines her powerful analytical skills with the invaluable ability to take complex topics, distill them into key components, and deliver relevant information in a clear and concise manner. She is particularly sensitive to the public process required to address most municipal finance issues; her presentations are crafted so that public finance decisions are understood, even if constituents do not favor them.

“Catherine is a rare combination of powerful analytical skills with an extraordinary ability to assess the big picture.”

Lori Williams, Truckee Meadows Water Authority, Former General Manager

EXPERIENCE

Catherine has worked in both the public and private sectors over the course of her career. In the public sector, Catherine worked as a senior planner for the Truckee Meadows Water Authority (TMWA), performing management analyst functions such as cost-benefit analysis, managing interlocal agreements, performing rate and fee studies, and working with stakeholders. Catherine served as liaison/chair between TMWA and various customer groups.

In the private sector, Catherine worked for Economic and Planning Systems (Sacramento office) helping clients with municipal bond sales, financing plans, special district formation, user fee studies, fiscal studies, and nexus fee studies. At ECO:LOGIC Engineering (now Stantec), Catherine specialized in water utilities public financing. Since 2005 Catherine has been the owner and principal of HEC, engaging in municipal planning and finance issues.

EDUCATION

Master of Science, Agricultural Economics, University of Nevada, Reno

Bachelor of Science, Rural and Environmental Economics, University of Newcastle, UK

CAREER

Hansford Economic Consulting	Principal	Truckee, CA
ECO:LOGIC Engineering	Senior Economist	Rocklin, CA
Truckee Meadows Water Authority	Senior Water Planner	Reno, NV
Economic and Planning Systems	Senior Associate	Sacramento, CA

Section 2. Scope of Services and Schedule

Project Understanding and Objectives

The City of Fernley (City) needs to update its water and sewer rates to ensure revenue sufficiency for continued operations and capital expenses that are necessary to replace aging infrastructure. In addition, a cost of service analysis will be conducted to examine equity of cost allocation among customer groups.

Utility rates must be studied on a routine basis to ensure that the utility enterprise funds are achieving revenue sufficiency in the most equitable fashion. Any recommended increases must be robust in determination and clearly understood by the public. HEC anticipates that fairness or equity of rates will be closely scrutinized; standard industry practices will be followed in the rate-setting process.

HEC's goal is to enable the City to make informed decisions and to increase customer understanding and knowledge of the water and wastewater services so that financial decisions are understood, even if they are not favored. HEC's methodology focuses on all parties paying their fair share of system costs so that one customer group is not subsidizing another. HEC will examine financial equity among current users through cost of service analyses.

The utility rate studies will:

- 1) Calculate rates that recover the revenue required to operate the utilities in a safe manner and in compliance with existing and anticipated regulations including ongoing operations and maintenance, completion of major rehabilitation and new capital improvement projects, and debt service payments.
- 2) Document the cost allocation methodologies such that calculated rates are understandable to customers and decision-makers.
- 3) Provide a financing plan for timely completion of planned capital improvements.
- 4) Calculate five years of rates that will strive for the financial stability of the enterprise funds during normal and drought conditions and promote water conservation.

Recommended rates schedules will be designed to achieve reasonableness, equity among customer groups, and compatibility with the City's billing software and will be both understandable and easy to implement. HEC customizes rate and fee models for each client's needs. HEC will craft multi-year financial models in Microsoft Excel, giving the ability to test various key assumptions, such as operating reserve levels, different capital financing scenarios, and rate structures. All assumptions used in the models will be clearly defined, and

tables will be presented in an easily understandable format. The models may include several scenarios; all scenarios will be defined, and a baseline scenario will be developed, which will serve to evaluate the impact of changes to any key model assumptions.

The proposed scope of services to complete the rate studies update is described in the following tasks.

TASK 1: PROJECT INITIATION AND MANAGEMENT

Task 1.a: Orientation

Orientation includes an initial meeting with staff to review the scope and schedule, and review of primary data provided by the City. Topics to be reviewed at the kickoff meeting include, but are not limited to:

- Water and wastewater operations to be supported
- Existing rate structures
- Capital improvement plans and schedules
- Target operating reserve levels
- Pay as you go funding versus debt financing for capital facilities
- Asset replacement and funding
- Water conservation policies

Additionally, policy review with staff includes the key factors driving the need for rate adjustments, including regulatory requirements, City financial policies, legislative mandates, and so forth. Review of financial goals and policy objectives is important as they will shape the development of the financial models and recommendations of the rate studies.

Task 1.b: Project Management

This task includes time for Catherine Hansford to manage, track, and report on project progress every month. It entails review of work status/progress, invoicing/determination of remaining budget, and coordination with City staff.

Deliverables: List of data and information needs for the study; Kickoff meeting agenda; Monthly progress reporting and invoices.

TASK 2: FINANCIAL AND CUSTOMER DATABASE REVIEW

Task 2a: Financial Review

HEC will thoroughly review the utility funds, including revenue and cost information, for all operations, maintenance, administration, general expenses, short and long-term liabilities, as well as capital and reserve expenditures. The financial review will establish the historical and

current financial health of the City's utility funds under the current rate and fee structures, generally describe components of annual revenues, and characterize expenses.

Task 2b: Customer Database Review

HEC will review the water and sewer customer databases provided by the City and will format them for use in the rate studies. HEC will use historical demand and billing data as well as industry standard factors to provide customer usage profiles by customer type. Customer profiling will reveal data trends among the different utility customer groups (single family, commercial, industrial for example).

***Deliverables:** Water and wastewater electronic customer databases for the rate studies.*

TASK 3: FINANCING PLAN AND REVENUE REQUIREMENT

Task 3a: Capital Improvement Financing Plan

HEC will summarize the water and wastewater capital improvement plans (CIPs) as provided by the City and will present financing plans to ensure the facilities are completed in a timely fashion, while minimizing the impact to rate payers. HEC's Excel model will be able to evaluate the impact of funding the CIPs by priority and cash/debt funding. HEC will rely on information from the City to allocate costs of the water and wastewater CIPs between existing and future customers.

Task 3b: Revenue Requirement Projection

The projected revenue requirement is the revenue necessary to fully cover all expenditures net of other operating and non-operating revenues. The revenue requirement typically comprises operating expenses, capital improvement costs (system rehabilitation and new infrastructure), debt service, and reserve/emergency funds. Operation and maintenance expenses may be projected using historical annual percentage increases, or some other index, such as a consumer price index; projection methodology will be discussed with staff. Expense item categories, such as utility costs and labor costs, pass-through charges, and third-party service provider charges, will be projected independently.

The projected revenue requirement may also include other non-operating cost considerations, such as an operating reserve, rate stabilization fund, or additional funds to meet debt service coverage requirements. Non-operating revenues, such as interest revenue, late charges and other miscellaneous revenue sources, will be included as credits in the analysis so that the revenue requirement is not over-estimated.

Task 3c: Cash Flow Projections

Cash flows for the utility funds will be presented to ensure sufficiency of funding for the next ten years, demonstrating adequate debt service coverage and reserve levels are met.

Deliverables: Draft financing strategy, revenue requirement and cash flow tables.

TASK 4: COST OF SERVICE

Once the projected revenue requirement is established, it is allocated to user groups based on cost classification (collection or treatment plant costs for wastewater, customer or demand costs for water) and customer usage characteristics (flow and load including Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) parameters for wastewater, and water demand patterns for average and peak usage for water). The customer usage factors are determined based on the customer profiling exercise conducted under Task 2b.

The cost of service demonstrates whether customer groups are paying their share of utility system use.

Deliverables: Tables showing cost of service and any recommendations to change the rate structure.

TASK 5: RATE CALCULATION AND BILL IMPACT

Task 5a: Rate Calculations

The cost of service analysis leads to the calculation of monthly user rates for water and wastewater so that the systems are adequately funded for existing and projected future costs and that the rates have considered the demand for service by each customer type.

Task 5b: Bill Impact

Considerable time will be spent in this task evaluating the effect of calculated rates the bill impacts to different customer groups, and the economic effect / hardship on low-income households. Comparisons of utility bills with other Nevada communities will be provided.

Deliverables: Tables with calculated new utility rate schedules; graphs showing bill impacts; comparison graphs of bills in other Nevada communities.

TASK 6: CONNECTION FEES ANALYSIS

New development should pay for both a buy-in for existing facilities they benefit from and their share of new facilities costs. New development cannot be charged costs related to any existing water system deficiencies. HEC will review existing available system capacity, projected necessary capital expenditures to increase capacity, and new development growth potential to update the connection fees.

Deliverables: Calculated updated connection fees for water and wastewater; comparison graphs of connection fees in other Nevada communities.

TASK 7: DRAFT REPORT AND PRESENTATIONS

HEC will prepare a draft report documenting the methodologies used, detailed calculations of rates, findings, and recommendations. HEC will summarize the findings of the report in a PowerPoint that will be used at public meetings to explain the calculated rate changes.

Deliverables: Draft rate study report and three presentations for City Council and public.

TASK 8: FINAL REPORT

The final report will be prepared based on feedback from the City Council and staff. HEC will present the final report at a regular Council meeting.

Note: Business Impact Statement will be conducted by the City.

Schedule

Assuming the study starts July 2024, the City should be able to implement updated rates January 1, 2025. The chart below shows when tasks would need to be conducted to meet a January 1, 2025 implementation date. The schedule assumes concurrent completion and adoption of both water and wastewater rates. The white stars are meetings with City staff. The red stars are public meetings, which are assumed to be held in-person. If this schedule materializes to be too aggressive, HEC will work with the City for rate implementation July 1, 2025.

Estimated Schedule

Task	2024					
	Jul	Aug	Sep	Oct	Nov	Dec
Project Initiation & Management						
Financial & Customer Base Data Review						
Financing Plan & Revenue Requirement						
Cost of Service & Rate Design						
Rate Calculation & Bill Impact						
Connection Fee Calculations						
Draft Report & Presentations						
Final Report						

Section 3. Fee Schedule

HEC 2024 Billing Rates *

<u>Staff</u>	<u>Position</u>	<u>Rate per Hour *</u>
Catherine Hansford	Principal	\$185
	Clerical	\$95
Brooke Hansford	Analyst	\$115

*Billing rates through December 31, 2024. Rates may be increased thereafter.

Vehicle travel @ current Federal mileage reimbursement rate (\$0.67 per mile in 2024).

Estimated Budget

The total estimated budget is \$44,000. The estimated cost by task is shown in the table below.

Task	Meetings in Fernley	Staff			Total
		Principal \$185	Analyst \$115	Clerical \$95	Estimated Cost
Hourly Billing Rates					
1 Project Initiation & Management	1	8	0	8	\$2,240
2 Financial and Customer Base Data Review		32	8	0	\$6,840
3 Financing Plan and Revenue Requirement		26	0	0	\$4,810
4 Cost of Service		16	0	0	\$2,960
5 Rate Calculation and Bill Impact	1	39	0	4	\$7,595
6 Connection Fee Calculations		20	4	4	\$4,540
7 Draft Report and Presentations	3	36	10	18	\$9,520
8 Final Report		8	4	8	\$2,700
Total Rate Studies					\$41,205
Estimated Mileage Reimbursement					\$470
Contingency					\$2,325
Total Cost Proposal [1]					\$44,000

[1] HEC reserves the right to move budget between tasks as necessary to complete the scope of services.

HEC prepares monthly invoices with a brief description of services performed in the period, as well as percent of budget utilized, that are due on receipt. HEC bills on a time and materials basis under a not-to-exceed budget authorization.

HEC only bills for work completed up to the authorized budget amount; however, HEC reserves the right to move budget between tasks, should one task be completed under the estimated amount, and another task be completed over the estimated amount. If additional work is requested that is beyond the authorized scope of services, HEC will request authorization for increased budget. No work beyond that expressly included in the authorized scope of services and budget will be conducted without prior authorization.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

100-575-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract for Nevada Structure Movers for the removal and relocation of the schoolhouse building located at the Fernley-Lassen Train Depot/Community Response and Resource Center property for an amount not to exceed \$25,000.

AGENDA ITEM BRIEF:

This is a contract for the removal and relocation of the schoolhouse building located at the Fernley-Lassen Train Depot/Community Response and Resource Center property to its original location in Silver Springs, Buckland Station.

RECOMMENDED MOTION:

I move to approve a contract to Nevada Structure Movers for the removal and relocation of the schoolhouse building located at the Fernley-Lassen Train Depot/Community Response and Resource Center property for an amount not to exceed \$25,000.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may deny the award of this contract and provide staff with further direction.

BACKGROUND:

Council directed staff to move forward with donating the school house located at the Fernley-Lassen Train Depot/Community Response and Resource Center property at the 4/5/2023 City Council meeting. Nevada State Parks has accepted the donation of the schoolhouse and entered into an interlocal agreement with the City in which the City of Fernley will pay the costs associated with the removal and relocation of the structure. Nevada State Parks will then reimburse the city for that expense. This is a contract for the removal and relocation of the structure.

If approved, Nevada Structure Movers will transport the schoolhouse building from its current location and transport the structure to its original location in Silver Springs Buckland Station on behalf of Nevada State Parks.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

General Fund, funding account 100-575-322 reimbursable by Nevada State Parks through an interlocal agreement approved by council on 7/3/2024.

ATTACHMENTS:

1. Est_118_from_Nevada_Structure_Movers_768

Nevada Structure Movers

4810 Sinelio Dr,
Reno NV 89502

Estimate

Date	Estimate #
3/2/2024	118

Name / Address
Kevin Sellstrom

Project

Description	Qty	Rate	Total
move school house from Fernley train station to Buckland station	1	25,000.00	25,000.00
		Total	\$25,000.00



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Return to Open Meeting for Discussion and Possible Action on Closed Personnel Session for Jennie Carrick, Deputy City Treasurer; Pursuant to NRS 241.030(1); including, but not limited to giving advice to staff or no action regarding Jennie Carrick, Deputy City Treasurer.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Salvador Pleitez

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve a contract with Farr Construction dba Resource Development Corporation in an amount not to exceed \$4,096,995.00 for construction of the New Treated Water Reservoir; and a contract with Construction Materials Engineers to provide special inspections and material testing during construction in an amount not to exceed \$38,380.00.

AGENDA ITEM BRIEF:

Possible action to approve a contract with Farr Construction (dba RDC) in the amount not to exceed \$4,096,995 for construction of a new 1.5 million gallon Treated Water Reservoir at the Water Treatment Plant, and Construction Material Engineering (CME) for testing and inspection in the amount not to exceed \$38,380.

RECOMMENDED MOTION:

"I move to approve the contract with Farr Construction dba Resource Development Corporation in an amount not to exceed \$4,096,995.00 for construction of the New Treated Water Reservoir; and a contract with Construction Materials Engineers to provide special inspections and material testing during construction in an amount not to exceed \$38,380.00 "

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to award this contract. However, the treated water reservoir that is currently located at the water treatment plant is due for repairs and a recoat, but at this time we can't do those repairs without having an additional storage tank for treated water and a reservoir for future water storage.

BACKGROUND:

Two 1.5 million gallon treated water reservoirs were designed for the build-out of the Water Treatment Plant. A single 1.5 million gallon tank was built, but the second tank was not built because of the economic downturn in 2009. However, deteriorating conditions inside the existing tank, increased peak demands during the summer months, and the future treatment of surface water have all made the construction of the second tank a priority.

The last inspection of the tank interior revealed a need for repairs and recoating. The original coating was completed in 2008 and is due for replacement. Staff is unable to take the existing tank out of service in order to drain the tank and allow for work to take place inside. A secondary tank will allow staff to isolate either tank in order to complete maintenance and repairs. Replacing the interior coating of the existing tank has been included in the current 5-year capital improvement plan and will be completed when the new tank is in service.

The design of the new tank has been designed with future operations and maintenance in mind. The underground piping and valving into and out of the tank has been designed to give the Water Treatment Plant operators the maximum flexibility by allowing either tank to be used separately, in series, or in parallel. This will also allow for future maintenance without having to operate without a treated water reservoir and can increase chlorine contact time for additional disinfection, if needed. The capacity will double, which will give staff more of a buffer during times of peak water use and demand.

Staff also chose to design and construct a tank with the interior rafter located on the outside of the tank. The interior rafters are the most frequent cause of corrosion issues in a water tank because they are difficult to coat with protective coating and they are steel components located in a wet environment at all times. They are also hard to inspect for damage when the tank is in use since they are located above the water line.

Costs to replace the rafters in the City's 2.5 million gallon Northeast Tank totaled approximately \$300,000 and increased the time to complete the tank recoating project by many weeks. The additional up-front cost to place the rafters on the exterior of the tank is less than the future replacement costs. Truckee Meadows Water Authority are currently constructing two similar tanks in the Reno-Sparks area.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

FINANCIAL IMPLICATIONS:

The funding for the 1.5 Million Gallon reservoir will be from the Water Enterprises General Ledger 510-166100. \$3.2 million dollars was budgeted for construction.

ATTACHMENTS:

1. Recommendation of Award Letter 1.5MG TWR
2. Farr Const-RDC Contract 20240605
3. 2024.06.14 Professional Contract - CME
4. RDC Submitted bid_20240521



SHAW ENGINEERING

Trusted Engineering Expertise

May 28, 2024

Salvador Pleitez, P.E.
Senior Project Manager
Fernley, Nevada
595 Silver Lace Blvd.
Fernley, Nevada 89408

RE: 1.5 MG Treated Water Reservoir
Recommendation of Award

Dear Mr. Pleitez:

Two bids were received for the 1.5 MG Treated Water Reservoir Project. Please see the attached bid tabulations for all bids received. Farr Construction dba Resource Development Company was the apparent low bidder with a base bid price of \$3,899,580.00, a base bid + bid alternate A price of \$4,096,995.00, and a base bid + bid alternate B price of \$3,982,810.00. Farr Construction dba Resource Development Company has satisfactorily completed the forms associated with the bid proposal package, and in the opinion of Shaw Engineering, has submitted a responsive and responsible bid. Furthermore, Farr Construction dba Resource Development Company is qualified to perform the work with regard to license and experience.

Shaw Engineering recommends awarding the base bid + bid alternate A to Farr Construction dba Resource Development Company for a total amount of \$4,096,995.00. This award should be contingent upon no formal protests being filed per Article 25.06 contained in the Information for Bidders which allows for a formal protest within 5 Days of this letter of recommendation.

If you have any questions or comments, please feel free to call anytime.

Sincerely,

Owen C. Wurgler, E.I., Msc.
Project Manager



City of Fernley
1.5 MG Treated Water Reservoir
Bid Tabulation

3.01 Base Bid

Item No.	Description	Unit	Qty	Engineers Estimate		Farr Construction dbd RDC		Paso Robles Tank, Inc.	
				Est. Unit Price	Est. Cost	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1		\$ 129,000.00		\$ 167,900.00		\$ 220,000.00
2	Demolition	LS	1		\$ 20,000.00		\$ 22,900.00		\$ 42,000.00
3	Earthwork	LS	1		\$ 30,000.00		\$ 91,800.00		\$ 115,029.00
4	Access Road	CY	220	\$ 80.00	\$ 17,600.00	\$ 130.00	\$ 28,600.00	\$ 264.00	\$ 58,080.00
5	Concrete Foundation and Flatwork	LS	1		\$ 100,000.00		\$ 185,000.00		\$ 371,000.00
6	Concrete Energy Dissipation Structure	LS	1		\$ 125,000.00		\$ 105,000.00		\$ 420,000.00
7	42" SCCP	LF	520	\$ 300.00	\$ 156,000.00	\$ 1,105.00	\$ 574,600.00	\$ 2,100.00	\$ 1,092,000.00
8	42" Valves	EA	6	\$ 25,000.00	\$ 150,000.00	\$ 51,900.00	\$ 311,400.00	\$ 66,000.00	\$ 396,000.00
9	42" Appurtenances	LS	1		\$ 65,000.00		\$ 126,600.00		\$ 180,000.00
10	Flush Piping, Valves, and Appurtenances	LS	1		\$ 25,000.00		\$ 55,900.00		\$ 114,000.00
11	Chemical Injection	LS	1		\$ 25,000.00		\$ 56,000.00		\$ 102,000.00
12	1.5 MG Welded Steel Water Tank	LS	1		\$ 1,425,000.00		\$ 1,280,130.00		\$ 1,650,000.00
13	Interior Coating System	LS	1		\$ 500,000.00		\$ 505,050.00		\$ 240,000.00
14	Exterior Coating System	LS	1		\$ 255,000.00		\$ 177,500.00		\$ 132,000.00
15	Cathodic Protection	LS	1		\$ 30,000.00		\$ 45,000.00		\$ 40,800.00
16	SCADA Intertie	LS	1		\$ 86,000.00		\$ 91,200.00		\$ 222,000.00
17	Force Account	LS	1		\$ 75,000.00		\$ 75,000.00		\$ 75,000.00
Total of All Unit and Lump Bid Items in Base Bid					\$ 3,213,600.00		\$ 3,899,580.00		\$ 5,469,909.00

3.02 Bid Alternate A: Bent Plate/Press Broke Rafter System

Item No.	Description	Unit	Qty	Engineers Estimate					
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Additional Cost for Bent Plate/Press Broke Roof System	LS	1				\$ 197,415.00		\$ 165,000.00
Total of All Unit and Lump Bid Items in Base Bid					\$ -		\$ 4,096,995.00		\$ 5,634,909.00

3.03 Bid Alternate B: Seam Weld Rafter System

Item No.	Description	Unit	Qty	Engineers Estimate					
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Additional Cost to Seam Weld Traditional Rafter System	LS	1				\$ 83,230.00		\$ 215,000.00
Total of All Unit and Lump Bid Items in Base Bid					\$ -		\$ 3,982,810.00		\$ 5,684,909.00



City of Fernley
1.5 MG Treated Water Reservoir
List of Proposed Subcontractors

	Farr Construction dbd RDC	Paso Robles Tank, Inc.
Description	Subcontractors	Subcontractors
Interior Coating	RDC	Olympus & Associates
Exterior Coating	RDC	Olympus & Associates
SCADA	San Joaquin Electric	Nelson Electric
Tank Erection	RDC	Paso Robles Tank, Inc
Yard Piping	RDC	Canyon Springs Enterprises
Energy Dissipation Structure	RDC	Canyon Springs Enterprises
Heat Trace and Insulation	RDC	Canyon Springs Enterprises
All other work	RDC	Canyon Springs Enterprises



City of Fernley
1.5 MG Treated Water Reservoir
List of Suppliers

	Farr Construction dbd RDC	Paso Robles Tank, Inc.
Description	Subcontractors	Subcontractors
Coatings	Sherwin Williams	Tnemec
Valves	Western Nevada Supply	Western Nevada Supply
Yard Piping	Western Nevada Supply	Western Nevada Supply
Concrete	American Ready Mix	
Structural Steel	PDM	Brown and Strauts
SCADA	San Joaquin Electric	Nelson Electric
Cathodic Protection	Cor Pro	Cor Pro
Chemical Enclosure	Western Nevada Supply	
Steel Plate		American Metals

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Fernley ("Owner") and
Farr Construction, dba RDC

("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.* The Work generally includes but is not limited to: The work generally includes gravity flow bypass piping and pumping, manhole replacement, gravity main replacement, water line and water service replacement, pavement replacement, storm drain pipes and detention basin construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **1.5 MG Treated Water Reservoir.**

ARTICLE 3 – ENGINEER

- 3.1 The Project has been designed by **Shaw Engineering**.
- 3.2 The Owner has retained "**Shaw**" (Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Days*

- A. The Work will be substantially completed within **75** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** days after the date when the Contract Times commence to run.

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B.

6.2 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.3 As provided in NRS 338.160.3, except as otherwise provided in this subsection the public body shall pay to the CONTRACTOR at the end of each quarter the interest earned on the amount withheld under the contract during the quarter. The rate of interest to be paid must be the same as that earned during the quarter from the investment of money in the general fund of the public body. If the amount due to CONTRACTOR pursuant to this subsection for any quarter is less than \$500.00 the public body may hold the interest until;
- a) The end of a subsequent quarter after which the amount of interest is \$500.00 or more; or,
 - b) The end of the fourth consecutive quarter for which no interest has been paid to the CONTRACTOR; or,
 - c) The amount withheld under the CONTRACTOR is due pursuant to subsection 4, whichever occurs first.
- 6.3.1 Except as provided in subsection 5, the amount withheld under any such contract is due within a reasonable time following the filing of a Notice of Completion as provided in NRS 108.228 or upon other proper evidence of satisfactory completion of the contract.
- 6.4 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

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to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. Lyon County Prevailing Wage Rates
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00 52 14)
 - 9. City of Fernley Division of Safety Form (00 52 15)
 - 10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers 1 to 3, inclusive).

13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1-13 with attached documents)
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to

influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

10.7 *Mutual indemnification:*

- A. Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement, and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of the indemnifying party, its employees or agents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 20, 2024 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: Mayor Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____ Attest: _____

Title: City Clerk Title: _____

Address for giving notices:

Address for giving notices:

City of Fernley

Farr Construction dba RDC

595 Silver Lace Boulevard

1050 Linda Way

Fernley, NV 89408

Sparks, NV 89431

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 4 day of July, 2024, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and CME, INC, a Consultant, whose address is 300 Sierra Manor Drive, Suite 1 Reno, NV 89511 ("Contractor").

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 266 authorizes the City to engage the services of independent contractors; and

WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS, the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Professional Contract
2. **Attachment B:** Scope of Work with Fee Schedule.
Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
3. **Attachment C:** N/A
4. **Attachment D:** N/A

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in

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A Contract For Design Professional Services

performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to

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reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1.0 to 4.0) \$ 38,380.00

Subtotal OPTIONAL Professional Services: (Task X.X) \$ 0

Total NTE Amount (Including OPTIONAL Services) \$38,380.00

- f. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City: City Engineer Department
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

If to Contractor: Construction Materials Engineers, Inc. (CME)
300 Sierra Manor Drive, Suite 1
Reno, NV 89511

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal

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A Contract For Design Professional Services

funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

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A Contract For Design Professional Services

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party

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A Contract For Design Professional Services

may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public

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body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
- b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
- c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group

CONTRACT

A Contract For Design Professional Services

insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

12. INSURANCE: Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

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- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: ****CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

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A Contract For Design Professional Services

595 Silver Lace Blvd

Fernley, NV 89408

- i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
 - 1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
 - 2. Contractor is otherwise in compliance with those terms, conditions and provisions.

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- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

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- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

13. COMPLIANCE WITH LEGAL OBLIGATIONS: Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

14. WAIVER OF BREACH: Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

15. SEVERABILITY: If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

16. ASSIGNMENT/DELEGATION: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of

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A Contract For Design Professional Services

this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

18. PUBLIC RECORDS: Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

19. FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

20. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency,

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A Contract For Design Professional Services

legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017): By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. PROPER AUTHORITY: Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

23. GOVERNING LAW; VENUE: This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

24. INTEGRATED CONTRACT: This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

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- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 26. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 29. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 30. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation,

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gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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CONTRACT

A Contract For Design Professional Services

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby:

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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A Contract For Design Professional Services

CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

On this _____ day of _____, in the year 20__, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

ARTICLE 3—BASIS OF BID

3.01 Base Bid

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Qty	Bid Unit Price	Bid Amount
1	<u>Mobilization/Demobilization</u> This item includes providing all labor, equipment, materials, transportation, services, incidentals or consumables necessary for mobilization, demobilization, required insurance, bonds; permits and permit fees; and other items of work not specifically described in any other bid item herein	LS	1	-	\$ 167,900.00
2	<u>Demolition</u> This item includes providing all labor, equipment, materials, services, disposal and other incidentals or consumables necessary for the demolition and disposal of the existing concrete slab and any other existing facilities in conflict with the work within the project boundary.	LS	1	-	\$ 22,900.00
3	<u>Earthwork</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to grade and compact the site to the lines and grades shown in the project drawings in conformance with the recommendations in the geotechnical site investigation; includes excavation and grading for the installation of the energy dissipation structure, overflow channel modifications, tank subgrade, access road subgrade and over excavation and compaction of all fill materials .	LS	1	-	\$ 91,800.00
4	<u>Access Road</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install 6" thick road base to the extents and elevations indicated on the project drawings.	CY	220	\$ 130.00	\$ 28,600.00
5	<u>Concrete Foundation and Flatwork</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the concrete ring foundation and overflow, tank drain spill way, and all other concrete work shown excluding the energy dissipation structure.	LS	1	-	\$ 185,000.00
6	<u>Concrete Energy Dissipation Structure</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the concrete energy dissipation structure; includes approximately 4000 SF of rip rap as specified in the design drawings.	LS	1	-	\$ 105,000.00

7	<u>42" SSCP</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the proposed 42" steel cement mortar coated & lined pipe; includes all appurtenances, trenching, bedding, backfill, compaction, disinfection, and water quality testing in accordance with the technical specifications	LF	520	\$1,105.00	\$ 574,600.00
8	<u>42" Valves</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install all 42" valves shown on the design drawings.	EA	5 6	\$ 51,900.00	\$ 311,400.00
9	<u>42" Appurtenances</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install all 42" elbows, tees, or other appurtenances not included in Bid Item 7 or 8.	LS	1	-	\$ 126,600.00
10	<u>Flush Piping, Valves, and Appurtenances</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the two flushing lines identified in the design drawings; including but not limited to valves, pipes, appurtenances and connection to 42" SSCP.	LS	1	-	\$ 55,900.00
11	<u>Chemical Injection</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install one Fiber reinforced plastic enclosure to house chemical injection equipment as shown on the design drawings for Caustic Soda and Sodium Hydroxide, complete and ready for service; Includes but is not limited to injection quills, chemical piping from existing enclosure, chemical header modification.	LS	1	-	\$ 56,000.00
12	<u>1.5 MG Welded Steel Water Tank</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the 1.5 MG welded steel water tank as shown in the design drawings; includes but is not limited to Halo vent system, installation of ladder(s), sample ports, manways, openings, baffle curtain, and all tank components and appurtenances. Includes water quality sampling. Complete and ready for service.	LS	1	-	\$ 1,280,130.00
13	<u>Interior Coating System</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the interior coating system in conformance with the Technical Specifications.	LS	1	-	\$ 505,050.00

14	<u>Exterior Coating System</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install the exterior coating system in conformance with the Technical Specifications.	LS	1	-	\$ 177,500.00
13	<u>Cathodic Protection</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install cathodic protection equipment as shown in the design drawings; includes but is not limited to suspended anodes and electrodes, control box.	LS	1	-	\$ 45,000.00
14	<u>SCADA Intertie</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install proposed SCADA equipment intertie and integration with existing PLC and RTU located in the Pump Building. Complete and ready for service	LS	1	-	\$ 91,200.00
15	<u>Force Account</u> This items is to be used for construction contingency only at the owners direction and approval to cover the cost of unforeseen circumstances.	LS	1	-	\$75,000
Total of All Unit Price and Lump Bid Items In Base Bid					\$ 3,899,580.00

3.02 Bid Alternate A: Bent Plate/Press Broke Rafter System

Item No.	Description	Unit	Qty	Bid Unit Price	Bid Amount
1	<u>Additional Cost for Bent Plate/Press Broke Roof System</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to install a "bent plate/Press Broke roof system" in which the roof plates are bent on one edge to form a structural cross section to support the roof. Interior or Exterior Bent Plate Roof System will be considered	LS	1	-	\$ 197,415.00
Total of All Unit Price and Lump Sum Bid Items in Base Bid					\$ 4,096,995.00

3.03 Bid Alternate B: Seam Weld Rafter System

Item No.	Description	Unit	Qty	Bid Unit Price	Bid Amount
1	<u>Additional Cost to Seam Weld Traditional Rafter System</u> This item includes providing all labor, equipment, materials, services, and other incidentals or consumables necessary to seam weld each rafter to the Roof Plates.	LS	1	-	\$ 83,230.00
Total of All Unit Price Bid Items in Base Bid					\$ 3,982,810.00

EJCDC® C-410, Bid Form for Construction Contract.

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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

General Fund

ACTION REQUESTED: Motion

AGENDA ITEM:

For possible action to direct staff to apply for an Economic Development Agency Public Works and Economic Adjustment Assistance Programs grant for \$3.6M to fund the Early Learning Center project located at the Community Response & Resource Center site.

AGENDA ITEM BRIEF:

Staff is seeking council approval to apply for funding to build the Early Learning Center or Phase 2 of the CRRP. Currently, the Early Learning Center has progressed to 50% Construction Drawings and Estimates. The Early Learning Center estimate of \$3.6M includes related markups including contingencies, allowances, conditions, warranty, insurance and liability, which total \$478,672. The City will realize significant project savings by rolling into the construction of the Early Learning Center including credits for temporary, landscaping, grading, utility installation, and staging. In addition, building sooner than later will save money as construction prices continue to rise. Further cost savings are realized as the required federal environmental assessment, and project-related studies such as traffic, geotechnical, sewer, water, etc. are current. The longer we wait to begin the project, the more risk of these studies becoming obsolete and requiring updating. The City has already procured the current architect, TSK, in a process that satisfies federal regulations and is poised to progress construction drawings to 100%.

The City has been working closely with Western Nevada Development District and the EDA's Nevada Economic Development Representative, John Edmonds. There is consensus that the Early Learning Center is a good wrap-around project that supports Tech Hubs, a designation that Fernley possesses. Tech Hub designation is an economic development initiative designed to drive regional innovation and job creation by strengthening a region's capacity to manufacture, commercialize, and deploy technology that will advance American competitiveness. Fernley has already seen a major population increase due to increased industrial, manufacturing, and distribution employment opportunities. Fernley's geographic location and reasonable housing prices are why it is the third largest growing city in Nevada according to the 2020-2023 US Census. Fernley has grown 8.1% in the last three years compared to 4.1% in Reno and 1.7% in Sparks.

Project Review and Update:

Early Learning Center

The proposed early learning facility will provide 5,108 GSF of space dedicated to the early learning center with a secured entry way and includes five classrooms serving 0–5-year-olds, children restrooms, an administrative office, a reception area, laundry room, kitchen room and a staff restroom. The new Early Learning Center will provide quality and sorely needed availability of early childhood care and education programs. In 2019, Prior to the Covid-19 pandemic, Nevada was consistently listed near the bottom of state comparisons for economic, health, education and family and community well-being. Nevada was ranked 48th in the nation in preschool enrollment with only 36.7% of the State's 3- and 4-year-old enrolled. In addition, there was a lack of high-quality early childhood care and learning opportunities which left many children unprepared to enter kindergarten. Nevada's early childhood capacity meets 23% of the need for childcare for children ages 0-5 and 35% of the need for children ages 0-5 living in households where all parents are in the workforce.

Long-term Impacts:

The lease of the CRRC and Early Learning Center to the Boys and Girls Club will pay for the maintenance, interior and exterior cleaning, landscaping, minor repairs, and other expenses necessary for ordinary operations of the building such as staffing and supplies for the facility. Capital replacement will be funded long-term with the help of reserve funds accumulating each year through the lease agreement with the Boys & Girls Club.



CRRC Campus
Phase 2 - Early Learning Center

RECOMMENDED MOTION:

"I move to direct staff to apply for EDA Public Works and Economic Adjustment Assistance Programs grant for \$3.6M to fund the Early Learning Center project located at the Community Response & Resource Center campus site."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council may choose to take no action.

BACKGROUND:**Background:****CRRC**

The City of Fernley Community Response & Resource Center has its origins in the desire to develop a civic core to better serve the City of Fernley and surrounding community. In 2017, the City of Fernley purchased approximately 8.5 acres east of the existing City Hall and south of the related historic train station using transient lodging tax funds.

In November 2020, the design and construction of the senior center was funded by Lyon County and the Pennington Foundation, and the new facility opened. In the fall of 2019, the City of Fernley with support from the Fernley Community Foundation began community outreach, programming, and master planning of the new Community Center. The approved community center master plan proposed an approximately 58,000 square foot facility that featured a range of meeting and activity spaces to serve community needs including indoor athletics, meeting/conferencing space, and youth services such as Boys & Girls Club. Funding for the proposed community center was intended to be achieved through public donation and grants with construction tentatively beginning in 2024.

In 2021, the city of Fernley allocated funds received through the American Rescue Plan Act of 2021 (ARPA) for the design and construction of the City of Fernley Community Response & Resource Center (CRRC). While similar in scope to the proposed community center, the new Community Response & Resource Center differs in program mix and focus because of ARPA requirements and the need to reduce cost. The composition of the programming reflected the scope of ARPA requirements that could have a positive economic or developmental impact such as providing facilities for an early learning center and youth activities. Additionally, the programming incorporates multi-use spaces that would provide the community essential services such as emergency shelter or health services, and community meeting space. Our partners include non-profit organizations, anchor institutions, county, and local government.

Youth Services

When children are raised in nurturing, safe, and stimulating environments they experience better social, physical, and cognitive development outcomes (National Research Council and Institute of Medicine, 2000). The proposed facility will provide a safe and positive place where kids can play, grow, learn, strengthen their bodies and minds, and be in community with one another. The space dedicated to the expansion of the afterschool

programming operated by the Boys & Girls Club will provide 17,230 GSF of space that includes four classrooms, a youth game room, a teen center, two administrative offices, a commercial size kitchen, cafeteria, storage rooms, restrooms, and has a secured entry way.

The Community Response & Resource Center is under construction on City land that has already been acquired and is paid for, free and clear. There is no debt owed on this property, and at the conclusion of construction, there is no debt owed on the CRRC, which is a benefit when it comes to the cost and sustainability of the project.

CRRC Committed Funds

\$15,577,593	City ARPA
\$3,100,000	Transient Lodging Tax
\$300,000	Lyon County ARPA
\$500,000	CDBG Funding
\$4,000,000	City Ending Fund Balance
\$23,477,593	TOTAL

RELEVANT LAWS, STATUTES, AND REGULATIONS:

2 CFR Part 200, Section 601 and 602 of the Social Security Act, NRS Chapter 338

FINANCIAL IMPLICATIONS:

The City is researching and reaching out to funding opportunities from philanthropic foundations, and the Federal Office of Funding Assistance, to fill the project funding gap. EDA construction projects are expected to range from 12 to 48 months and are expected to be completed within 5 years from award date.

ATTACHMENTS:

1. CRRC-ELC_Grant Management Policy-Evaluation Analysis_2024.6.21

Grant Name: Economic Development Agency Public Works and Economic Adjustment Assistance Programs

CFDA #: 11.300, Investments for Public Works and Economic Development Facilities and 11.307, Economic Adjustment Assistance.

1) Purpose of Grant/Problem Being Solved. How does this grant tie to strategic goals?:

Completion of all three phases of the Community Response & Resource Center (CRRC) is a strategic goal of the City. The City of Fernley 2021-2026 Strategic Plan identifies the CRRC in its goal to create a livable community, specifically, build the community center, and the goal to progress through partnership, specifically to work with the community partners to provide programs at the new Community Center. In the City's 2021-2026 Strategic Plan Implementation Action Plan, Strategy 2.2.2 and 5.4.4 states, continue to pursue CDBG funds to provide funding for campus development and the construction of the Community Center. Strategy 5.5 states explore the feasibility of the Boys & Girls Club providing recreation programs at the Community Center. Specifically, Action Item 5.5.3 to determine cost of increased activities. The Early Learning Center program will serve as an extension of the Boys & Girls Club of Truckee Meadows impact in the area. Together, the programs will offer continuity for families with children of varying ages who may utilize both types of programs. More importantly, with this project, we will establish a high-quality program that will ensure our children are kindergarten ready in terms of social-emotional skills, numeracy, and literacy. The project will also create 10 additional jobs in the childcare sector.

In 2014, the City's Downtown Fernley Revitalization Planning Study suggested focusing investment and activity nodes at sites with existing character, amenities, or that are established. The CRRC project is at the heart of this identified priority section for revitalization. It is strategically located adjacent to the Fernley Depot, the capstone project for the rehabilitation/development of this major corridor. The Fernley Depot holds historical significance for its association with the railroad industry and the development of the community.

2) Would receiving this grant benefit the community, society, economic development and/or public well-being? Y ☒ N ☐

Phase 2 will construct the much-needed Early Learning Center for our community members and is part of the overall design of the CRRC.

3) Who/What does the project impact?

Fernley workforce with childcare needs.

4) Are matching funds required? Y ☒ N ☐ If yes, are they included in the budget? Y ☐ N ☒

Not included in Fiscal Year 2025.

5) Is an in-kind match required? Y x N \$~720K - \$1.8M

The match can be cash, loans, bonds, or in-kind and must be committed at the time of award. The Economic Development Agency may fund between 80 percent of total project costs based on the relative needs of the region ($3,600,000 \times 80\% = \$2,880,000$), and 50 percent of total project cost ($3,600,000 \times 50\% = \$1,800,000$). The City will demonstrate its special needs such as its location in an "Opportunity Zone" and Tech Hub affiliation.

6) Will additional staffing be required to manage this grant/project or will additional staff be required to run a project/facility after completion? Y N x \$

None anticipated.

7) Will any other type of resource be required?

None other than the match.

8) Are there any future costs associated with this project Y x N

Yes. Capital replacements will be the City's responsibility. The City will enter into a triple net lease with the Boys & Girls Club. Day to day maintenance, interior and exterior cleaning, landscape maintenance, minor repairs, other expenses necessary for ordinary operations of the building, staffing, and supplies will be handled by the Boys & Girls Club as part of a Rental Agreement. Rent will include a percentage for capital replacement.

9) What is the expected timeline for the completion of the project?

The CRRC is projected to be constructed in Spring 2026. The Early Learning Center is expected to be completed in Fall 2027.

10) Are easements required? Y N x

11) Will there be soil or other environmental studies involved? Y N x

Typically, an Environmental Site Assessment is required for federal grants. An Environmental Assessment was completed for the site and the City received a Finding of No Significant Impact on July 3, 2023 as part of the CDBG-funded CRRC project.

12) Are there any foreseen geographical issues? Y N x

13) Are there any potential risks associated with the project? Y N x

14) If the answers to 4-13 are NO, STOP here.

15) Discuss current costs involved prior to project commencement:

The Early Learning Center currently has 50% construction design documents. The project will progress to 100% construction design documents over the next six months. The estimated construction cost is \$3.6M.

16) Discuss any future costs involved with the project after completion (including through the life of the project):

Yes. Capital replacements will be the City's responsibility. The City will enter into a triple net lease with the Boys & Girls Club. Day to day maintenance, interior and exterior cleaning, landscape maintenance, minor repairs, other expenses necessary for ordinary operations of the building, staffing, and supplies will be handled by the Boys & Girls Club as part of a Rental Agreement. Rent will include a percentage for capital replacement.

17) Current annual costs to the City prior to commencement of the project and annual costs to the City after project completion:

Annual costs to the City after project completion are estimated to include furnishings at a cost of around \$10K as estimated by OCMI, a cost estimate contractor under TSK Architects. There are no foreseeable costs to the City prior to construction.

18) Discuss the benefits should the project be funded (revenues, savings, transportation, productivity, efficiency, or other benefits):

Benefits of the project include wrap-around services that will support the Tech Hub designation. Fernley has already seen a major population increase due to increased industrial, manufacturing, and distribution employment opportunities. Fernley's geographic location and reasonable housing prices are why it is the third largest growing city in Nevada according to the 2020-2023 US Census. Fernley has grown 8.1% in the last three years compared to 4.1% in Reno and 1.7% in Sparks.

Lack of childcare is an issue that has affected families in Fernley for many years but has been magnified first, by the pandemic and currently by the area's rapid growth. By establishing an additional daycare in Fernley, one that is open year-round and affordable, more families will have the opportunity to engage in the growing workplace.

The Lyon County School District has done an exceptional job of helping fund the Boys & Girls Club afterschool programs so parents using the program don't have a huge financial burden. The Early Learning Center also works as a subsidiary to fund the afterschool programs and is necessary for a thriving Boys & Girls Club program.

19) Discuss what may happen if the project is not funded?

Delay in the start of construction of the Early Learning Center if additional funding is not found. Having the ability to move directly into construction of the Early Learning Center should bring cost

savings to the City for both projects.

20) Discuss any long-term impacts of the project that may outweigh the benefits:

There are no negative impacts to this project.

21) Are there any new Revenues that will be generated from the project?

Lease of the CRRC and Early Learning Center to the Boys and Girls Club will pay for the maintenance and upkeep of the facility. Capital replacement will be funded long-term with the help of reserve funds accumulating each year through the lease agreement with the Boys & Girls Club.

22) Rate the feasibility of the grant/project with 1 being a very low level of feasibility and provide a conclusion as to why this grant application should be approved or denied:

1 2 3 4 **5**

The City has been working closely with Western Nevada Development District and the Economic Development Agency's Nevada Economic Development Representative, John Edmonds. There is consensus that the Early Learning Center is a good wrap-around project that supports Tech Hubs, a designation of which Fernley is a part of. Tech Hub designation is an economic development initiative designed to drive regional innovation and job creation by strengthening a region's capacity to manufacture, commercialize, and deploy technology that will advance American competitiveness. According to the Western Nevada Development District's Community Economic Development Strategy 2020-2025, from 2010 to 2018, some of the fastest growing industries for employment in the Western Nevada Development District region, which include Churchill County, Douglas County, Mineral County, Pershing County, Storey County, Washoe County, Carson City, and Fernley included construction and manufacturing. Both of these segments increase their overall employment by more than 94% and 78% respectively. Early childcare, afterschool care, and having a place and programs in place for youth provides support for the workforce and a growing community. These are only some of the many worthy reasons for awarding this grant which will promote many more employment opportunities and services in the City of Fernley.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM:

A workshop to review and discuss revisions to Chapter 32.01 (General Provisions) and Chapter 32.02 (Definitions and Interpretations) of the City of Fernley Development Code.

AGENDA ITEM BRIEF:

The City of Fernley Planning Department is updating Title 32 of the Municipal Code, also known as the Development Code, to: 1) modernize it to better reflect current trends and technologies; 2) codify and streamline the development process; and 3) make general content and grammar corrections. Staff has completed an initial review of Chapter 32.01 (General Provisions) and Chapter 32.02 (Definitions and Interpretations) and has recommended many changes. Staff is now asking the City Council and the public to review these changes and provide comments regarding other changes they would like to incorporate into the new Development Code. A similar workshop was held at the June 12, 2024 Planning Commission meeting.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

The Development Code was last updated in 2020. While that was fairly recent, the existing Development Code poses some challenges for both staff and developers. These challenges include inconsistencies between sections, vague requirements that are hard to interpret and enforce, and a general lack of appropriate regulations for a growing community.

During the update process, Staff wants to get input from the Planning Commission, City Council, and the public to ensure that the updated Development Code works for as many people as possible. The Planning Department's goal is to create a Development Code that encourages development, while maintaining the character and community that residents have come to enjoy.

For the purposes of this workshop, Staff is requesting that City Council review the proposed changes, provide their opinions, and/or make suggestions for further changes. To make reviewing the proposed changes easier, the following table provides a summary of the changes for each chapter and section.

Proposed Changes to Chapter 32.01 (General Provisions)

Current Section #	New Section #	Summary of Changes
32.01.010	32.01.010	Updated purpose statement
32.01.020	32.01.020	Minor grammatical changes
	32.01.030	Added section to define the effective date of the Code
	32.01.040	Added section to explain authority for Code under NRS
32.01.030	32.01.050	Minor grammatical changes; moved one subsection for better fit
32.01.040	32.01.060	Minor grammatical changes; specified need for Master Plan conformity when taking action on regulatory decisions
32.01.050	32.01.070	Simplified language
32.01.060	32.01.080	Simplified language
32.01.070	32.01.090	Removed old language and referred to NRS
32.01.080	32.01.100	Removed old language and replaced with that in current Chapter 32.05 (Violations, Enforcement, and Penalties)
32.01.090	32.01.110	Minor grammatical changes; revised for compatibility with latest fee schedule
32.01.100	32.01.120	Minor grammatical changes; removed repetitive language
	32.01.130	Added section to discuss conflicting provisions
	32.01.140	Added section to discuss the Code's relationship to other laws

Proposed Changes to Chapter 32.02 (Definitions and Interpretations)

Current Section #	New Section #	Summary of Changes
	32.02.010	Added section to discuss meanings and intent
32.02.010	32.02.020	Minor grammatical changes; redefined "Administrator"
32.02.020	32.02.030	Minor grammatical changes; added clarifying information
32.02.030	32.02.040	Minor grammatical changes; added/deleted definitions; simplified definitions; minor formatting changes*
32.02.040	32.02.050	Updated abbreviations
32.02.050	32.02.060	Minor grammatical changes
32.02.060	32.02.070	Minor grammatical changes
	32.02.080	Added section to define discretionary terms (shall vs. may)
	32.02.090	Added section to define conjunctions (and vs. or)

32.02.070	32.02.100	Minor grammatical changes
	32.02.110	Added section to discuss the interpretation of technical and non-technical terms
	32.02.120	Added section to discuss the interpretation of tenses, plurals, and gender
32.02.080	32.02.130	Minor grammatical changes
32.02.090	32.02.140	Minor grammatical changes
32.02.100		Moved to 32.01
32.02.110		Moved to 32.01

*Discussed in more detail below.

Significant changes are proposed for two (2) groups of definitions in Chapter 32.02: adult business and marijuana. The current definitions for these two groups are very outdated and unnecessarily explicit in some places. For example, the current Development Code only acknowledges medical marijuana and references a section of NRS that does not exist anymore. The proposed changes to this category of definitions include the addition of recreational marijuana and references to current NRS regulations. The other category of adult business is also out of date and includes a lot of unnecessarily explicit language. Therefore, definitions in this area have been updated and the inappropriate terms removed.

The definitions in Chapter 32.02 will continue to morph as we move forward with other chapters of the Development Code. The City Council will have another chance to review any significant changes/additions/deletions that may occur.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Municipal Code Title 32 (Development Code)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 32.01 - General Provisions Redlined
2. 32.02 Definitions and Interpretations Redlined

CHAPTER 32.01. - GENERAL PROVISIONS

Sec. 32.01.010. - Purpose-

~~This title regulates and restricts the use and improvement of land and controls the location, soundness, and use of structures, to~~ The purpose of this Chapter is to promote the public health, safety, and welfare by ~~providing appropriate and reasonable controls for the development and use of lands within the City of Fernley, while also protecting the rights of property owners. This Chapter is also intended to:~~

- ~~• Promote the public health, safety, morals, convenience or general welfare of the community;~~
- ~~• Preserve the quality of the air and water resources;~~
- ~~• Promote the conservation of open space and the protection of other natural and scenic resources from unreasonable impairment;~~
- ~~• Enhance the aesthetics of the community;~~
- ~~• Provide for recreational needs;~~
- ~~• Protect life and property in areas subject to floods, landslides and other natural disasters;~~
- ~~• Conform to the adopted population and master plans;~~
- ~~• Develop a timely, orderly and efficient arrangement of transportation and public facilities and services;~~
- ~~• Take into account the relative suitability of the land for development, and to ensure that any development of the land is commensurate with the character and physical limitations of the land;~~
- ~~• Lessen traffic congestion;~~
- ~~• Prevent overcrowding of land and undesirable concentrations of population.~~
- Implement the policies, goals, and strategies adopted by the City of Fernley, including those in the Comprehensive Master Plan and other adopted plans and documents;
- Regulate and control the division of land to encourage convenient, compatible, and efficient relationships among land uses;
- Promote economic development and the improvement of property;
- Promote, preserve, and protect the environmental quality and encourage the wise use of natural resources;
- Conserve and enhance established residential neighborhoods through appropriately scaled infill development;
- Encourage innovative and quality residential development and a greater variety of type, design, and layout of dwellings;
- Protect life and property in areas subject to floods, landslides, and other natural disasters;
- Facilitate adequate provision of transportation, water, wastewater, parks, trails, stormwater management, and other public needs;
- Encourage a well-rounded set of City amenities for all age groups and income levels (parks, entertainment venues, activity centers, etc.); and
- Promote fair procedures that are efficient and effective in terms of time and expense and that appropriate process is followed in the review and approval of applications made under this Chapter.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)~~

Sec. 32.01.020. - Title-

This ~~title~~ Chapter is known and cited as the "City of Fernley Development Code," hereinafter "~~development~~ Development Code." The City of Fernley shall be known and may be cited in all proceedings as "~~city~~ City."

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)~~

Sec. 32.01.030. – Effective Date

This Code shall take effect and be in force from and after the date of adoption.

Sec. 32.01.040. – Authority

This Code is enacted pursuant to the powers granted and limitations imposed by laws of the State of Nevada, including the statutory authority granted in Nevada Revised Statutes (NRS) Chapter 278, and all other relevant laws of the State of Nevada. Whenever any provision of this Code refers to or cites a section of the NRS and that section is later amended or superseded, this Code shall be deemed amended to refer to the amended section or the section that most closely corresponds to the superseded section.

Sec. 32.01.0350. - Applicability and ~~jurisdiction~~Jurisdiction-

(a) ~~(a)~~ General applicability.

(1) The provisions of this ~~code~~Code shall apply to all land, buildings, structures, and uses of land, buildings, and structures located within the City of Fernley, unless an exemption is provided by the terms of this ~~code~~Code. The provisions of this ~~code~~Code are the minimum requirements adopted for the promotion of the public health, safety, and welfare.

(2) ~~To the extent allowed by law, the provisions of this ~~code~~Code shall apply to all land, buildings, structures, and uses owned by government agencies. Where the provisions of this ~~code~~Code do not legally control such land, buildings, structures, and uses owned by government agencies, such agencies are encouraged to meet the provisions of this ~~code~~Code.~~

(b) Compliance required.

- (1) No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use, nor shall any land, building, or structure be used or changed, except in accordance with all of the applicable regulations established by this ~~code~~Code.
- (2) No lot of record that did not exist on the effective date of this ~~code~~Code shall be created, by subdivision or otherwise, that does not conform to the applicable requirements of this ~~code~~Code.
- (3) No permit or approval may be issued under this ~~code~~Code unless all structures and uses of land and structures to be authorized by the permit or approval conform to this ~~code~~Code, regulations promulgated under this ~~code~~Code, and the terms and conditions of other applicable permits and approvals issued under this ~~code~~Code. A permit or approval issued in violation of this ~~code~~Code is void.

~~(c) Application to governmental agencies. To the extent allowed by law, the provisions of this code shall apply to all land, buildings, structures, and uses owned by government agencies. Where the provisions of this code do not legally control such land, buildings, structures, and uses owned by government agencies, such agencies are encouraged to meet the provisions of this code.~~

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.01.0460. - Consistency with plans-

(a) This ~~development~~Development ~~code~~Code is intended to implement the goals and policies of the City of Fernley Comprehensive Master Plan and is ~~declared to conform~~hereby deemed to be consistent with ~~to the master~~Master plan-Plan of the city pursuant to the provisions of NRS ~~ch~~Ch. 278. Per NRS 278.200 the ~~master~~Master plan-Plan shall be a map, together with such charts, drawings, diagrams, schedules, reports, ordinances, or other printed or published material, or any one or a combination of any of the foregoing as may be considered essential to the purposes of NRS 278.010 to 278.630, inclusive.

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(b) No regulatory decision by an appointed or elected official or any city employee shall be made with respect to any zoning action or use of property that is not in substantial compliance with the Master Plan as officially adopted or amended.
(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)

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Sec. 32.01.0570. - Saving provision-

The provisions of this development code shall not be construed as abating any action now pending under, or by virtue of, prior existing land development regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, firm, or corporation, or as waiving any right of the city under any chapter or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the city except as shall be expressly provided for in these regulations. Should any chapter, article, section, clause, or provision of this Chapter be declared by a court of competent jurisdiction to be unconstitutional or invalid, the decision shall not affect the validity of the Chapter as a whole or any part thereof other than the part declared to be unconstitutional or invalid.
(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)

Sec. 32.01.0680. - Effect of this title on approved development permits, development permits currently being processed, and new applications for development permitsTransitional Provisions-

(a) Approved development.

- (1) Development for which an application for conditional use permit, variance, tentative parcel map, final parcel map, tentative subdivision map, final subdivision map, tentative land division map or final land division map has been finally approved and which approval remains valid on the effective date of this title shall remain valid unless such approval expires by the terms of the approval or in accordance with this title. Development which has been granted approval may be built in accordance with the development standards in effect at the time of approval, provided that the approval is valid at the time building permits are issued and that the approval is subject to any time limits imposed pursuant to this title; further provided that any subsequent applications for a development permit required by this title prior to issuance of and including a building permit and certificate of occupancy shall be processed in accordance with the procedures established by this title for the processing of such development permit. This Code shall not affect the validity of any lawfully issued and effective development permits issued prior to the effective date of this Title, if construction was commenced prior to the effective date of this Code and if the construction continued uninterrupted until complete. If any such permit expires prior to completion, all future development shall be in conformance with the requirements of this Code.
- (2) No provision of this title shall require any change in the plans, permit expiration, construction or designated use of any structure for which a building permit has been issued prior to the effective date of this title or any subsequent amendment. Unless otherwise provided in the initial approval, any proposed amendment to a permit or other form of approval issued under prior regulations shall be reviewed based on the development standards in effect at the time of submission of a complete application for the amendment.
- (3) Any reapplication for an expired development permit must meet the standards in effect at the time of reapplication. Unless otherwise provided in the initial approval, any conditions of approval applied to a discretionary approval under the regulations in effect prior to the effective date of this Code shall continue to apply. The Administrator shall have discretion to sunset any conditions of approval applied under the regulations in effect prior to the

effective date of this Code upon demonstration that the site is in conformance with the current applicable code standards.

- (b) **Projects in process.** Development for which an application for a development permit has been accepted as complete, but which has not been granted final approval by the appropriate designated official prior to the effective date of this title, shall be subject to the land use regulations, standards for approval, and other requirements in effect at the time the application was deemed complete; provided that any subsequent application for a development permit required by this title prior to issuance of and including a building permit and certificate of occupancy shall be processed in accordance with the procedures established by this title for the processing of such development permit. If approved, the development may be built in accordance with the development standards in effect at the time of application, provided that any design review filed subsequent to the issuance of a conditional use permit or reapplication for an expired permit must meet the standards for approval in effect at the time of application. This provision shall not apply to any application for a master plan amendment or zoning map amendment.
- (1) For a period not to exceed twelve months from the effective date of this Code, a development application that has been determined to be complete may be decided under the regulations in effect prior to the adoption of this Code, or may be reviewed and decided under this Code at the request of the applicant. Applications shall not be processed under a combination of prior regulations and this Code.
- (2) This Section does not apply to any application for a Master Plan Amendment or Zoning Map Amendment. These applications will be approved under this Code regardless of when they were submitted.
- (c) **New applications.** If no application for a development permit has been accepted as complete and the development has received no more than approval of a master plan map amendment or a zoning map amendment prior to the effective date of this title, pending and subsequent applications for development approval shall be subject to all requirements, standards and procedures set forth in this title. All new application submittals received after the effective date of this Code shall be subject to this Code.

(Ord. No. 2020-005, § 1 (Exh. A), 3-4-2020)

Sec. 32.01.0790. - Right to farm.

~~(a) Purpose.~~

- ~~(1) The right to farm all land is recognized to exist as a natural right and is also ordained to exist as a permitted use everywhere in the city except where expressly prohibited under this title, subject only to state health and sanitary codes.~~
- ~~(2) It is the declared policy of the City of Fernley to conserve and protect agricultural land, agricultural irrigation water rights and agricultural operations, and to encourage sustainable agricultural operations within the city. It is the purpose and intent of this section to reduce the loss to the city of its viable agricultural land by limiting circumstances under which agricultural operations may be considered a nuisance, consistent with NRS 40.140.~~

~~(b) Intent.~~

- ~~(1) This section defines and limits cases in which agricultural operations may be perceived a nuisance. It includes a disclosure notice to prospective property buyers, notifying them that if the property they are purchasing is adjacent to agricultural land, they may be subjected to certain inconveniences associated with normal agricultural operations and that special setbacks may be required on the property.~~
- ~~(2) The right to farm includes, but is not limited to, the right to engage in all of the "agricultural operations" defined in this section. This right to farm shall also include the right to use land for agricultural production and grazing by animals, in addition to~~

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agricultural products processing, transportation, sales, and distribution. The foregoing uses and activities included in the right to farm, when necessary for the particular farming, livestock, fowl or crop production, and when conducted in accordance with generally accepted agricultural practices, may occur on holidays, Saturdays, Sundays and weekdays, 24 hours a day, and the traffic, noise, odors, dust, fumes and other disturbances that are caused by such activities are also specifically permitted as part of the exercise of this right.

(c) ~~Nuisance.~~

- (1) ~~No present or future agricultural operation or any of its appurtenances conducted or maintained for commercial purposes and in a manner consistent with proper and accepted customs and standards of the agricultural industry on agricultural land or commercial land shall be deemed a nuisance, due to any changed condition of the use of adjacent land and water rights appropriated for that land in or about the locality thereof; provided, that the provisions of this section shall not apply whenever a nuisance results from the negligent or improper operation of any such agricultural operation and its appurtenances or if the agricultural activity or appurtenances obstruct the free passage or use in the customary manner of any navigable lake, stream, river, canal or basin or any public park, square, street or highway. Consistent with NRS 40.140(2), it is presumed that an agricultural activity which does not violate a federal, state or local law, ordinance or regulation constitutes good agricultural practice consistent with proper and accepted customs and standards of the agricultural industry.~~
- (2) ~~It is expressly found that whatever nuisance may be caused to others by such uses and activities so conducted is more than offset by the economic and social benefits from farming to the local and state economy, community aesthetics, and to society in general; by the preservation of open space, the beauty of the countryside and clean air, the provision for continual local economic growth and by the preservation and continuance of farming operations in this city and the state as a source of agricultural products for this and future generations.~~
- (3) ~~As a condition of approval of any subdivision or parcel map of any land in the City of Fernley, the owners or developers of such land and their heirs, assigns and successors, shall agree to provide notice to any and all subsequent purchasers of the provisions of NRS 40.140 and this chapter. Such notice shall include a signed acknowledgment on all land development maps.~~
- (4) ~~If a landowner or resident believes that an agricultural operation is not being conducted or maintained in a manner consistent with proper or accepted customs and standards of the agricultural industry, the landowner or resident may submit a complaint to the administrator.~~

(d) ~~Disclosure statement.~~

- (1) ~~Every seller of any real property in the City of Fernley, either directly or through his/her authorized agent shall provide to any prospective buyer a written disclosure statement advising the buyer of the existence of a right to farm ordinance enacted by the City of Fernley. Such disclosure statement shall contain or be accompanied by a copy of the ordinance codified herein or successor, and statement that intensive agricultural operations may be conducted on agricultural and other land within the city. The disclosure statement shall be substantially in the form promulgated by the board, or their designee. The written disclosure statement shall include any agricultural setback requirements and water rights use restrictions applicable to the property. The buyer shall sign a copy of the written disclosure statement acknowledging receipt of the disclosure and accompanying documents and deliver the signed copy to the seller or his/her authorized agent. The seller or his/her authorized agent shall retain the copy of the disclosure statement executed by buyer in the escrow process.~~

(2) — The disclosure statement shall contain substantially the following language:
The City of Fernley has determined that the highest and best use for agricultural land as defined below is to develop or preserve said lands for the purposes of agricultural operations and it will not consider the inconveniences or discomforts arising from or related to agricultural operations to be a perceived nuisance if such operations are legal, consistent with accepted customs and standards and operated in a non-negligent manner.

If property you own or may purchase in the future is located adjacent, near, or close to agricultural lands or within agricultural lands, including agriculture land easements, irrigation ditch easements, drain ditch easements, or agricultural products processing facilities, you may be subject to inconveniences or discomfort arising from agricultural operations. These may include but are not limited to the spraying, cleaning, and maintenance of irrigation water delivery systems as well as traffic, noise, odors, dust, chemicals, smoke, insects, operation of machinery (during any 24-hour period), aircraft operation, and storage and disposal of agriculture by-products, including manure. One or more of the inconveniences described above may occur even in the case of an agricultural operation, which is in conformance with existing laws and regulations and locally accepted customs and standards. If you live near an agricultural production area and/or agriculture products facility, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in a city with a strong rural character and a healthy agricultural sector. You are prohibited from interfering with or in any way obstructing agricultural operations, including, for example, tampering with irrigation delivery facilities, obstructing irrigation ditches, and obstructing agricultural land easements.

For purposes of this notification:

Land surrounding your property may or may not be presently zoned or designated on the General Plan for primary or substantial agricultural use, the land contains an existing agricultural operation of a type that would be obvious to an uninformed observer after a physical inspection of the property, and that operation began at a time when such use was permissible.

Agricultural operation means all activities relating to agricultural production and use, and shall include, but not be limited to, the cultivation and tillage of the soil, lawful use of appropriated water rights for agricultural irrigation purposes, including groundwater, as well as any agriculture irrigation water delivery system maintenance and improvements, the burning of agricultural waste, weeds and other debris or other agricultural burning, including ditches and fields, lawful use of housing and transportation of labor for the purpose of crop production, lawful use of temporary and permanent facilities for the health, safety and welfare of agricultural workers, protection of crops and livestock from pests (i.e., insects, diseases, weeds, predators) damaging or which could potentially damage crops or livestock, the proper and lawful use of agricultural inputs and chemicals, whether organic or conventional, including but not limited to the ground and aerial (i.e., via aircraft) application of crop protection products and fertilizers, fumigation, or the raising, production, irrigation, pruning, harvesting, or processing of any living organism, organically or conventionally, having value as an agricultural commodity or product, and any commercial practices performed incident to or in conjunction with such operations where the agricultural product is being produced, including preparation for market, delivery to storage, processing and packaging, and distribution to market, or to carriers for transportation to market or processing of an agricultural commodity, and those buildings

~~or related facilities (no matter their zoning) that process, store, package and distribute agriculture products.~~

~~The City of Fernley recognizes the Right to Farm provisions outlined in NRS 40.140.~~

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)~~

Sec. 32.01. ~~10980.~~ - Enforcement authority-

(a) General

~~(1) It is the duty of the zoning administratorCity, to enforce all of the provisions of this title.~~

~~(2) It is unlawful for any person to interfere with City employees in the performance of their duties.~~

~~(3) Enforcement of the provisions of this Code shall be pursued in order to provide for its effective administration, to ensure compliance with any condition of development approval, to promote the City's planning efforts, and to protect the public health, safety, and general welfare.~~

~~(4) In order to prevent a public health or safety hazard (as defined by NAC 444), nuisance (as defined by NRS 40.140) or to require an operation to cease due to a public health or safety hazard or nuisance, the city has the authority to appoint a representative with expertise in the area of violations and determine if a public health or safety hazard or nuisance exists. If the representative determines that such a violation exists, the cost of the city representative and the investigation shall be paid by the property owner.~~

~~(5) The City shall have the authority and powers necessary to determine whether an administrative violation of this Code exists and shall have the authority to take appropriate action to gain compliance with the provisions of this Code. These powers include all power and authority to issue notices of violation, administrative citations, notices and orders, the power to inspect public and private property, and use the administrative remedies available under this Code.~~

(b) ~~It is unlawful for any person to interfere with the zoning administrator in the performance of their duties.~~ Violations

~~(1) Any person who erects, constructs, reconstructs, alters, repairs, converts, or maintains any building, structure, or sign, or part thereof, in violation of the Code, and any person who uses any building, structure, or land in violation of this Title, shall be subject to penalties and enforcement action in accordance with this Chapter.~~

~~(2) Violations can include, but are not limited to, the following activities:~~

~~a. Erect, construct, remodel, alter, maintain, expand, move, or use any land, building, structure, or sign or engage in development or subdivision of any land contrary to the regulations and procedures of this Code.~~

~~b. Excavate, grade, cut, clear, or undertake any other land disturbance activity contrary to the provisions of this Code or without first obtaining all requisite land use approvals or permits required by the Code or other applicable regulations.~~

~~c. Create, expand, replace, or change a nonconforming use, lot, sign, or site improvement except in compliance with this Code.~~

~~d. Reduce or diminish the lot area, setbacks, or open space below the minimums required by this Code.~~

~~e. Increase the intensity of use of any land or structure, except according to the standards of this Code.~~

~~f. Engage in any development, use, construction, remodeling, or any other activity of any nature in any way inconsistent with the terms and conditions of any permit, approval, agreement, or other form of authorized required under this Code to engage in such activity.~~

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g. Fail to comply with any terms, conditions, or limitations placed by the deciding body upon any final development plan, subdivision plat, site plan, permit, or other form of authorization.

h. Failure to remove any sign installed, created, erected, or maintained in violation of this Code, or for which the sign permit has lapsed.

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- (c) In order to prevent a public health or safety hazard (as defined by NAC 444), nuisance (as defined by NRS 40.140) or to require an operation to cease due to a public health or safety hazard or nuisance, the city has the authority to appoint a representative with expertise in the area of violations and determine if a public health or safety hazard or nuisance exists. If the city representative is able to verify that such a public health or safety or nuisance exists, then the city may deny or revoke a permit and formally declare a violation of this title and require the operation to rectify or cease such activities until it can be determined that a public health or safety hazard or nuisance will not occur as a result of said activities. If the representative determines that such a violation exists, the cost of the city representative and the investigation shall be paid by the property owner.

Remedies and Penalties
(1) Unless otherwise addressed in a specific provision of this Code, the City may deny, withhold, or revoke any permit, approval, or other authorization granted under this Code, as applicable for any of the following reasons:

- a. Inability to make applicable findings required by this Code;
b. Developing, establishing, or conducting a use of land contrary to the conditions of the permit or in violation of any law or ordinance;
c. Developing or conducting a use of land in such a manner as to create a public nuisance or constitute a danger to the public health, safety, or welfare; or
d. Fraud, misrepresentations, or false statements in the permit or development application.

(2) Stop-Work Orders

- a. The City may issue a stop-work order whenever any building, structure, site, or portion of a building, structure, or site is being demolished, constructed, reconstructed, altered, or repaired, in substantial violation of this Code.
b. The City may issue a stop-work order on any property with an uncorrected violation of this Code or approval issued under this Code.
c. A stop-work order shall be in writing and directed to the person doing the work and shall specify the provision of this Code or the project approval requirement being violated.
d. If a stop-work order is issued, no work shall proceed on any building, structure, site or portion of a building, structure, or site subject to the order except to correct the violation or to comply with the order.
e. Once conditions cited in the stop-work order have been adequately addressed, the City shall rescind the stop-work order.
f. Failure to comply with a stop-work order or correct the violation may result in further enforcement action by the City Attorney's office.

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(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)

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Sec. 32.01. ~~110090~~ - Fees-

The ~~city~~ City Council shall establish a schedule of fees for processing of all development and land division applications under this ~~development~~ Development code ~~code~~ by resolution. All such resolutions are incorporated by reference into this ~~development~~ Development code ~~code~~ as though fully set forth.

Except as otherwise established by formal policy adopted by the ~~city~~ City Council, every application for a development permit under this ~~development~~ Development code ~~code~~ shall be accompanied by a fee

as set by resolution of the ~~city~~ City council ~~Council~~. Fees are not required with applications submitted by ~~the city council, planning commission, Lyon County school district, or city agencies or staff~~ other governmental agencies or registered non-profit organizations. Any fees required by this ~~development~~ Development code Code shall be collected and are due at the time of application submittal. ~~Refund of fees may be made less the staff and administrative costs incurred to date by the city. No refund shall be made where the development permit has been noticed for hearing.~~
~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)~~

Commented [MR1]: New refund policy attached to fee schedule just approved by Council on 4/17.

Sec. 32.01.100 ~~20~~. - Payment of ~~taxes~~ Taxes required.

No application shall be considered complete and move forward through the review process until the property taxes have been paid through the entire, current fiscal year and proof of property tax payment from the county treasurer is provided with the application. ~~This provision shall apply, but not be limited to, all applications for change of land, master plan amendments, conditional use permits, variances, reversions to acreage, parcel maps, divisions into large parcels, tentative maps, and final maps.~~
~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)~~

Sec. 32.01.130. – Conflicting Provisions

- (a) ~~If the provisions of this Code are inconsistent with those of the state or federal governments, the more restrictive provision will control, to the extent permitted by law.~~
- (b) ~~If the provisions of this Code are inconsistent with one another, or if they conflict with provisions found in other adopted codes, ordinances, or regulations of the City of Fernley, the more restrictive provision will control unless otherwise expressly stated.~~
- (c) ~~It is not the intent of this Code to interfere with, abrogate, annul, or prevent the private enforcement of any easement, covenant, deed restriction, or other agreement between private parties. The provisions of this Code are in addition to, and not in lieu of, any restriction imposed by a private agreement, provided that when this Code mandates a greater restriction than those imposed or required by such easements, covenants, or agreements, this Code shall govern. The City is not responsible for monitoring or enforcing private agreements or restrictions.~~

Sec. 32.01.140. - Relationship to Other Laws.

- (a) ~~Other laws—Private restrictions.~~ This title does not impair or interfere with other regulations of effective state or local law, or with private restrictions on the use of land, improvements, and structures. ~~Where this title imposes a greater restriction than that imposed by other law or by private restrictions, this title controls.~~
- (b) ~~Other regulations.~~ This title is intended to cooperate with other city regulations, including, but not limited to, building, plumbing, electrical and fire prevention codes, and subdivision regulations. ~~In all cases of doubtful interpretation or possible conflict, the proper interpretation of this title is that which favors consistency with other regulations.~~

CHAPTER 32.02. - DEFINITIONS AND INTERPRETATIONS

Sec. 32.02.010. — Meanings and Intent

All provisions, terms, phrases, and expressions contained in this Title shall be construed according to the general purpose set forth in Chapter 32.01 (Purpose) and the specific purpose statements set forth throughout this Code. When, in a specific section of this Code, a different meaning is given for a term defined for general purposes in this Code, the specific section's meaning and application of the term shall control.

Sec. 32.02.020 — Agencies Review Authority.

- (a) Zoning ~~administrator~~ Administrator. The "administrator" has the power and duty to enforce this title. The administrator includes other officers and employees of the city who are delegated this duty by authority and direction of the city council, mayor, or city manager. For purposes of administering and enforcing this Code, the City of Fernley Planning Director, or their authorized designee, is the designated administrative officer and referred to in this Code as "the Administrator."
- (b) Planning ~~commission~~ Commission. Refer to Fernley Municipal Code [Title 2](#), Chapter 9.
- (c) City ~~council~~ Council. Refer to NRS Chapter 266 and Fernley Municipal Code [Title 2](#), Chapter 8.
- ~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.020030. - Rules of ~~interpretation~~ Interpretation.

- (a) ~~(a)~~ In case of any difference of meaning or implication between the text of this Title and any heading, caption, figure, illustration, table, or map, the text shall control.
- (b) Unless otherwise specifically indicated, lists of items or examples that use terms such as "for example", "including", and "such as" or similar language are intended to provide examples and are not exhaustive lists of all possibilities.
- (c) Unless context requires otherwise, the words and terms defined in this title have the meaning ascribed to them in this ~~chapter~~ Chapter.
- ~~(b)(d)~~ All words and terms used in this ~~title~~ Code which are defined in the Planning Act (NRS Chapter 278) are used in this title as so defined.
- ~~(c)(e)~~ Any words or terms used in this title which are pertinent to structures and which are not defined in this title or in the planning act have the meaning ascribed to them ~~title~~ Title 8 of the Fernley Municipal Code, if they are defined in that ~~title~~ Title.
- ~~(d)(f)~~ The term "building," "structure," "area," "lot" or "parcel" includes all or part of the building, structure, area, lot, or parcel unless otherwise indicated.
- ~~(e)(g)~~ The phrase "up to" means a maximum of. For example, a subdivision that is allowed "up to five lots per acre" may not include more than five lots per acre.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.030040. - Definitions.

- (a) The words, terms and phrases used in this title are below.
- (1) Abandonment. As relates to rights-of-way and easement, "abandonment" means to abandon or vacate a public right-of-way or easement.
- (2) Abut, Abutting, or Adjoining. Boardering or touching, such as sharing a common lot or property line. Includes properties across a street, easement, or right-of-way.
- Accent material. Material that is secondary to the primary building material in terms of its quantity, or that contrasts with the primary building material. Accent materials generally cover 25 percent or less of the wall elevation.

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(3) ~~Access.~~ A way or means of approach to provide vehicular or pedestrian physical entry to a property.

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(4) ~~Access (Emergency).~~ An access way designated or intended for use by authorized emergency vehicles.

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(5) ~~Access (Primary).~~ The access way abutting a development that carries the most traffic volume.

(6) ~~Access (Secondary).~~ An access way abutting a development that is not a primary access.

(7) ~~Accessible Route.~~ A continuous, unobstructed path connecting all accessible elements and spaces of a building or facility, as required by the federal Americans with Disabilities Act of 1990 as amended.

(8) ~~Accessory building~~Building. A detached building or structure which is subordinate to, and the use of which is incidental to that of the principal building, structure or use of the same parcel or lot of land.

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(9) ~~Accessory Use.~~ A use of land that is incidental or subordinate in purpose to the principal use or uses, contributes to the operations of the principal use or uses, and is located on the same site as the principal use or uses.

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~~Accessory commercial use (for multiple family residential zoning districts).~~ A commercial use intended to serve the residents of a multiple family residential complex and surrounding area and not draw from outside the immediate area surrounding the complex (i.e. child care facility).

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(10) ~~Accessory dwelling~~Dwelling unitUnit. An ADU is a dwelling unit that is accessory to a principal single-family dwelling unit on the same lot. This includes a building or part of a building that provides complete independent living facilities for one or more people, including a kitchen, living room, bathroom, and bedroom, and that is:

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(1)a. Attached to the principal dwelling with a separate entrance, or

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(2)b. Located in a detached building on the same lot.

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~~Accessory retail, office, or recreational use.~~ A retail, office, or recreational use that is subordinate to and incidental to the primary use, that primarily serves the employees of the primary use, and occupies no more than 20 percent of the square footage of the primary use in the I district and no more than ten percent of the square footage of the primary use in every other zone district.

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(11) ~~Accessory structure~~Structure. A structure that is subordinate in scale and function to the main structure or principal use. Examples include ~~accessory dwelling units,~~ porches, patios, sheds, garages, play houses (excluding tree houses and play equipment), ~~mail boxes, bird houses,~~ and gazebos. An accessory structure may be attached to or detached from the main structure, ~~and either fixed in place or temporary.~~

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(12) ~~Accessory use~~Use. A use that:

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(1)a. Is necessarily and customarily associated with the principal use;

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(2)b. Is appropriate and incidental to the principal use;

(3)c. Is subordinate to the principal use in area, extent or purpose; and

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(4)d. Contributes to the comfort, convenience or necessity of occupants, business or industry in the principal building or principal use served.

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(13) ~~Adjacent.~~ Abuts, is contiguous to or shares a common boundary. Includes a lot or parcel of land that shares all or part of a common lot line with another lot or parcel of land. ~~Sharing a common property line or separated by a public street, private street, access easement, railroad corridor, or other right-of-way.~~

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(14) ~~Administrative review~~Review. A review which is required as a prerequisite to the issuance of building permits, whenever a conditional use permit is not required, for commercial and industrial building additions, for new multiple-family residential, new commercial or industrial construction, the enlargement of a nonconforming use (~~chapter 32.08~~Chapter 32.08), and for outdoor storage (~~chapter 32.07~~Chapter 32.07).

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(15) ~~Administrator~~. The "administrator" has the power and duty to enforce this title. The administrator includes the Planning Director and other officers and employees of the city who are delegated this duty by authority and direction of the city council, mayor, or city manager.

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~~Adult book store. An establishment having, as a substantial or significant portion of its stock in trade, videos, books, magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" or an establishment with a segment or section devoted to the sale or display of that material.~~

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~~Adult business. Includes any adult book store, adult drive in theater, adult hotel or motel, adult mini motion picture theater, adult motion picture theater, adult motion picture arcade, or cabaret. An "adult business" includes any other business or establishment which offers its patrons services or entertainment characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."~~

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(16) ~~Adult day day care~~Care. A licensed establishment operated and maintained to provide care or supervision during the day, such as social activities, minor health care assessments, meals, and recreation, for five or more persons 18 years of age or older. The facility may not be used as a residence. The definition does not include halfway houses for recovering alcohol and drug abusers.

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~~Adult drive in theater. A drive in theater used to present materials distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons in the theater.~~

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~~Adult hotel or motel. A hotel or motel which rents for less than ten hours, where material is presented which is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."~~

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~~Adult mini motion picture theater. An enclosed building with a capacity for less than 50 persons used to present material distinguished or characterized by an emphasis on matter depicting or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons in the building.~~

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~~Adult motion picture arcade. Any place to which the public is permitted or invited where coin or slug operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors or other image producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or "specified anatomical areas."~~

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~~Adult motion picture theater. An enclosed building with a capacity of 50 or more persons used to present material distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons in the building.~~

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(17) Adult Entertainment Facility. All theaters, bookstores, cabarets, model studios, out call business, video stores, or similar businesses which are established for the purpose of

offering its patrons services, goods, or entertainment characterized by an emphasis on matter depicting, describing, or relating to sexual activity.

(18) Adult Merchandise Retail Establishment. Any establishment that displays, sells, or rents books, merchandise, periodicals, video tapes, video discs, computer discs, instruments, devices, or paraphernalia which are distinguished or characterized by the emphases on matter depicting, describing, or relating to sexual activity. The merchandise must only be available for sale or rent for private use by customers off the premises of the business.

(19) Adult Performers. Live performances by adult persons which are characterized by either 1) partial or complete nudity, and/or 2) the simulation of sexual activity.

(20) Advertising sign~~Sign~~. Any advertisement making a material or service known and located at the place of sale.

(21) Affiliate. An entity which owns or controls, is owned or controlled by, or is under common ownership with a franchisee or current or former owner of a communication tower, antenna or backhaul network.

(22) Affordable Housing. Housing affordable for a family with a total gross income that does not exceed 80 percent of the median gross income for Lyon County based upon the estimates of the United States Department of Housing and Urban Development of the most current median gross family income for Lyon County.

(23) Agricultural operation~~Operation~~. All activities relating to agricultural production and use, and shall include, but not be limited to, the cultivation and tillage of the soil, lawful use of appropriated water rights for agricultural irrigation purposes, including groundwater, as well as any agriculture irrigation water delivery system maintenance and improvements, the burning of agricultural waste, weeds and other debris or other agricultural burning, including ditches and fields, lawful use of housing and transportation of labor for the purpose of crop production, lawful use of temporary and permanent facilities for the health, safety and welfare of agricultural workers, protection of crops and livestock from pests (i.e., insects, diseases, weeds, predators) damaging or which could potentially damage crops or livestock, the proper and lawful use of agricultural inputs and chemicals, whether organic or conventional, including but not limited to the ground and aerial (i.e., via aircraft) application of crop protection products and fertilizers, fumigation, or the raising, production, irrigation, pruning, harvesting, or processing of any living organism, organically or conventionally, having value as an agricultural commodity or product, and any commercial practices performed incident to or in conjunction with such operations where the agricultural product is being produced, including preparation for market, delivery to storage, processing and packaging, and distribution to market, or to carriers for transportation to market or processing of an agricultural commodity, and those buildings or related facilities (no matter their zoning) that process, store, package and distribute agriculture products. See "Farm"

(24) Alley. A public thoroughfare or access way that used primarily for vehicle access to the back side of a property, provides a secondary means of access to a lot or parcel, and running runs perpendicular to a street and to the rear or side of the lot or parcel.

Alteration. Any exterior change or modification through public or private action of any historical property or resource on the local register or located within a historical district. The term "alteration" shall include any change or modification that affects the exterior visual qualities of the property or resource, and the removal of historical resources from the property or district as well as disturbances to archaeological sites.

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~~Alteration does not include routine maintenance or the attachment of temporary fixtures.~~

- (25) Alter. To make any change or rearrangement in the supporting members of an existing building such as bearing walls, columns, beams, girders, or interior partitions, as well as any change in doors, windows, means of ingress or egress, or any enlargement to or diminution of a building or structure, whether horizontally or vertically, or the moving of a building or structure from one location to another.

~~Alternative tower~~. Existing buildings, man-made trees, clock towers, steeples, light poles and similar alternative design mounting structures that camouflage or conceal the presence of antennas or towers.

- (26) AM Peak Hour. The highest traffic volumes during four consecutive 15 minute periods usually between the hours of 7:00 AM and 9:00 AM.

- (27) Ambient Noise Level. The normal or existing level of environmental noise at a given location.

- (28) Animal (Exotic). Any species of wild or exotic animals not customarily confined or cultivated by humans for domestic or commercial purposes but kept as a pet or for display.

- (29) Animal (Nondomesticated). Nontraditional animal species bred and kept in captivity. This includes animals that provide therapeutic emotional support for individuals with disabilities.

- (30) Animal services~~Services~~. A building or area where animals are boarded, groomed, bred, or trained, or given medical care or recreational activities. This includes any kennel, animal hospital, animal grooming, veterinarian, animal spa, or animal shelter that provides temporary housing of stray, abandoned, abused, neglected or unwanted domestic animals.

~~Animal services, indoor~~. An animal service (including a veterinary services) that occurs entirely within an enclosed building, and where animals are not boarded overnight.

~~Animal services, overnight and/or outdoor~~. Any animal service (including veterinary service or kennel) that has overnight boarding or outdoor confinement or exercise areas.

- (31) Antenna. Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

- (32) Apartment. A room, or suite of rooms, within an apartment house, which has facilities for the preparation of meals and is designed for and used or intended to be used by one family. The units are intended to be occupied on a rental basis with the duration of the rental to be no less than weekly.

- (29) ~~Apartment house~~House. See "multifamily ~~Multi-Family dwelling~~ Dwelling."

- (30) Appeal. A procedure by which a decision, interpretation, or enforcement action is brought from a lower decision-making body to a higher authority for determination.

- (31) Applicant. A person with a legal or equitable interest in land that is the subject of an application for land development brought pursuant to this Code.

- (32) Application. Any application for approval of a development or use filed under chapter Chapter 32.03 of this title.

- (33) Approval. Written notice by an authorized representative of the City of Fernley approving a development application.

- (34) Arcade (Architectural). An area contiguous to a street or plaza that is open and unobstructed, and that is accessible to the public at all times. Arcades may include

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building columns, landscaping, statuary, and fountains. Arcades do not include off-street loading/unloading areas, driveways, or parking areas.

Archaeological site. An area where remains of man or his activities prior to keeping of history are still evident.

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(35) Architectural Element. The architectural character and general composition of the exterior of a structure, including the kind and texture of the building material, and the type, design, and character of all windows, doors, landscape elements, light fixtures, signs, and appurtenant elements.

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(36) Art Gallery. See "Library, Art Gallery, or Museum"

(37) Articulate. To give emphasis to or distinctly identify a particular element on a building.

(38) Asphalt or Concrete Batch Plant. A facility or area which is not temporary in nature for mixing concrete or asphalt.

(39) Assisted living/Living Facility. A residence that primarily serves the elderly and provides residential facility providing rooms, meals and may provide personal care and supervision of self-administered medication for more than six clients. These establishments do not have on-site nursing care facilities. They may provide other services, such as recreational activities, financial services and transportation.

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(40) Auction house/House. An enclosed establishment for the temporary storage and offering by an auctioneer of qualified property which is offered or sold to the highest bidder by means of a request or invitation for bids. For purposes of this description, the term "qualified property" means property of any kind belonging to another, but excluding animals, motor vehicles and business inventory to be liquidated following or in connection with the closing of a business. This use does not include a secondhand dealer.

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Auto and truck repair (heavy). An establishment as defined in "auto and truck repair (light)," and that may also provide major mechanical and body work, straightening of body parts, body repairs, battery rebuilding, painting, welding, short term (less than 72 hours) storage of automobiles not in operating condition, outdoor work on vehicles, or other work involving noise, glare, fumes, smoke, or other characteristics to an extent greater than normally found in auto service stations.

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Auto and truck repair (light). An area used for general maintenance activities including, but not limited to, replacement of filters, fluids, light bulbs, belts, fuses, and tire; emissions testing; and similar activities. Includes smog shops, or stations authorized to perform emissions tests and complete emissions-related repairs as long as the station has a 2G license from the State of Nevada. Other stations with a 1G license from the State of Nevada, may perform tests but are prohibited from performing emissions-related repairs. Includes emissions testing services that test the emissions of automobiles or other vehicles to determine compliance with state or federal emissions requirements.

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(41) Auto Sales (Automobile, Truck, Mobile Home, RV, Boat, and/or Trailer). See "Vehicle or Equipment Sales and Rentals".

(42) Auto and Truck Service and Repair. A facility for the service or repair of any type of motorized vehicle. This can include mechanical repair, service facilities, collision services, painting of vehicles, emissions testing, tire sales and installation, window tinting, and the installation of parts and accessories.

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Auto and truck repair use. Includes auto and truck repair (heavy) and auto and truck repair (light), as defined above.

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(43) ~~Automated teller machine~~Machine, stand-alone Freestanding. An automated teller machine that is at a location separate from the controlling financial institution.

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~~Automobile parking area. A fully accessible space for the parking of an automobile.~~
(44) Average Daily Trips. The estimated daily trip generation for a particular land development.

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(45) Awning. A shelter projecting from and supported by the exterior wall of a building constructed of non-rigid materials on a supporting framework. The awning area is a roofed structure constructed of fabric or other material placed so as to extend outward from a building providing a protective shield for doors, windows, and other openings.

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~~Backhaul network. The lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.~~

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(46) ~~Bail bond~~Bond servicesServices. An office that engages in the sale or issuance of bail bonds or other financial transfers for the purpose of securing the release from jail of an accused defendant pending trial.

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(47) Bakery. A facility which sells bakery related items. Items sold on site may be made at the facility. Catering is permitted.

(48) Ball Court. A facility to play court games such as tennis and basketball.

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(49) Bank. See ~~"financial institution"~~Financial institution.

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(50) ~~Bar/lounge~~Lounge. An establishment or part of an establishment used primarily for the sale of alcoholic beverages where the beverages are consumed on the premises, or the consumption of tobacco or similar products. This includes taverns, brewpubs, microbreweries, hookah lounges, or distilleries where food and drink are served on the premises in a secondary capacity.

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(51) ~~Bed and breakfast~~Breakfast. An owner-occupied house, or part of a house, where no more than four rooms (for a total of eight guests) are provided for short term (one night to two weeks) lodging, and where breakfast-only meals are provided for ~~compensation~~. Overnight accommodations and a morning meal in a dwelling unit provided to tourists for compensation.

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(52) Berm. A mound of earth typically used to shield, screen, and buffer undesirable views and to separate potentially incompatible land uses.

(53) Best Management Practices (BMP). Urban stormwater management techniques designed to minimize the adverse impacts of development, incorporating strategies for regulating development, managing runoff, and creating policies the minimize the impact of stormwater from both new development and already developed areas on local waterways.

(54) Bicycle Facilities. A general term denoting improvements and provisions made by public agencies to accommodate or encourage bicycling, including parking facilities, bikeways, and shared roadways.

(55) Bicycle Lane. A portion of a roadway that has been designated by striping, signage, and pavement markings for the preferential or exclusive use of bicyclists.

(56) Bicycle Path. A bikeway physically separated from motorized vehicular traffic by an open space or barrier and either within the street right-of-way or within an independent right-of-way.

(57) Bicycle Route. A right-of-way usually shared with automobiles and designated with appropriate directional and information signs.

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~~Bike share kiosk. A station or area where bicycles are stored for rental to the general public, typically as part of a bike sharing program. A bike share kiosk may be enclosed, partially enclosed or unenclosed. This does not include a retail shop where bicycles are repaired or sold.~~

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(58) ~~Bikeway. Anh road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.~~

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(59) ~~Billboard. An outdoor advertisement making material or service known, where the advertisement is remote from point of sale of the material or service. See "Sign (Off-Premises)"~~

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(60) ~~Boarding/rooming-Rooming houseHouse. A building or part of a building where, for compensation, meals and/or lodging are provided for more than three-five guests, all sharing one kitchen facility. Examples include fraternities, sororities, or dorms. This use type does not include a hotel, motel, or multifamily building. A multifamily building includes separate dwelling units occupied by a single household, while a boarding house includes separate households sharing kitchen facilities.~~

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(61) ~~Boat. A vehicle for traveling in or on water.~~

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(62) ~~Boundary Line Adjustment. A process where the boundaries of recorded lots are combined or relocated in accordance with the standards in NRS Chapter 278.~~

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(63) ~~Brewery. An establishment which manufactures malt beverages but does not sell those malt beverages at retail, as set forth in NRS 369.180.~~

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(64) ~~Broadcasting/Communication Service. A building or portion of a building used as a place for television or radio broadcasting and similar activities.~~

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(65) ~~Buffer/Buffer zoneZone. A strip of land established to separate and protect one type of land use from another to screen other properties from objectionable noise, smoke, or visual impact or to provide for future public improvements or additional open space.~~

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~~Building and landscaping materials supplier. A business that sells building materials or landscaping where the majority of sales are wholesale transactions to other firms, not retail sales.~~

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(66) ~~Building. Any permanent structure built for the shelter or enclosure of persons, animals, chattels, or property of any kind which is permanently affixed to the land, has one or more floors and roof, and is bounded by either open space, yards, or the lot lines of a lot.~~

(67) ~~Building (Main, Principal, or Primary). A building or group of buildings devoted to the principal use of the lot on which it is situated.~~

(68) ~~Building Articulation. To divide a building wall into distinct and significant parts.~~

(69) ~~Building Coverage. See "Floor Area Ratio"~~

(70) ~~Building Envelope. The space within which a building may be constructed on a lot or parcel according the regulations of this Code, including regulations addressing building coverage, yards, setbacks, landscaped area, and open space.~~

(71) ~~Building Façade. The exterior wall of a building facing the street or parking lot including the parapet and wall area above canopies.~~

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(72) ~~Building frontageFrontage. The length of the face or wall of a completely enclosed and permanent building on a site which fronts directly on a public or private street or right-of-way.~~

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(73) ~~Building ground-Ground floor-Floor areaArea. The area of the ground floor enclosed within the walls of all buildings on the site.~~

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- (74) ~~Building maintenance~~ Maintenance services ~~Services~~. An establishment providing carpet cleaning, carpentry, roofing, exterminator, glazing, janitorial services, electrical repair, plumbing, heating and air conditioning, upholstery, painting and paper hanging, sign painting, or packing and crating.
- (75) ~~Building mass~~ Mass. The three-dimensional bulk of a building height, width, and depth.
- (76) ~~Building material~~ Material sales ~~Sales~~ and ~~services~~ Services. Retailing, wholesaling or rental of building supplies or construction equipment. Examples include lumberyards, home improvement sales and services, tool and equipment sales or rental establishments.
- (77) ~~Building scale~~ Scale. The size and proportion of a building relative to surrounding buildings and environs, adjacent streets, and pedestrians.
- (78) Business. An operation conducted by an individual, partnership, or corporation which functions as a single enterprise or activity or is owned or operated by a single individual, partnership, or corporation.
- (79) Business Frontage. The length of building frontage occupied by an individual building occupant. A business may have more than one frontage if it occupies building frontage facing on two or more streets or public areas.
- ~~Cabana~~. Any portable, demountable, or permanent cabin, room, enclosure or other building erected, constructed or placed on any mobile home lot, mobile home space or recreational vehicle space within six feet of any principal building.
- (80) Cabaret. For purposes of this section only, a nightclub, theater or other establishment which features as its primary entertainment live performances by topless and/or bottomless dancers, "go-go" dancers, exotic dancers, strippers, or similar entertainers. See "Adult Entertainment Facility"
- (81) Caliper. The diameter of a tree measured six inches above the ground.
- (82) Call center Center. An establishment primarily engaged in answering telephone calls and relaying messages to clients or in initiating or receiving communications for telemarketing purpose, such as promoting clients' products or services, taking orders for clients, or soliciting contributions or providing information for clients. These centers may operate with extended hours and typically have a higher density of employees per square foot than traditional office uses. A primary point of contact with customers via phone or internet for purposes of selling merchandise characterized by most employees processing orders via phone or internet.
- ~~Camping trailer~~. A folding structure usually made of canvas, mounted on wheels and designed for travel, recreation and vacation use.
- (83) Canopy (Building). A rigid multi-sided structure covered with fabric, metal, or other material and supported by a building at one or more points or extremities and may be supported by columns or posts embedded in the ground at other points or extremities.
- (84) Canopy (Freestanding). A rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground.
- (85) Car wash Wash. Vehicle cleaning, washing, and testing. Use may include drive through facilities. It does not include the additional activities permitted in "auto repair shop." Washing, cleaning, and detailing of passenger vehicles, recreational vehicles, or other light-duty equipment.
- (86) Caretakers Quarters. An independent, self-contained dwelling unit located on the same lot as a principal multi-family dwelling or nonresidential use or structure and which provides residential accommodations for property manager or security personnel.

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- (87) Carnival, Circus, Entertainment Event, or Amusement Ride. Uses such as amusement arcades and parks, automobile shows, horse/dog/pet shows, carnivals, exhibitions, art shows, fairs, theater events, and other similar temporary uses.
- (88) Carport. ~~An~~ A one-story accessory building having one or more open sides, used by occupants of a dwelling unit to park automobiles or recreational vehicles.
- (89) Carriage House. An accessory dwelling unit to a primary dwelling on the same site located above a garage.
- (90) Casino. A nonrestricted gaming operation where gaming is made available for play by the public. May or may not be associated with a hotel. See also "Gaming Establishment (Non-Restricted)".
- Catastrophic event. An event that is beyond the property owner's ability to control, and renders historical resources hazardous or destroyed beyond repair. The term "catastrophic event" shall not include the results of improper or insufficient owner maintenance or corrections that can be accomplished through reasonable measures.
- (91) CC&Rs. Covenants, conditions, and restrictions. The portion of the governing documents of a common interest community that set forth the rights and obligations of the members of that community as well as of the community association.
- (92) Cemetery. A burial ground for the interment of the ~~human~~ dead. This includes any burial ground or mausoleum. Includes pet cemeteries.
- Central accessory building. A structure housing toilet, lavatory and such other facilities as required or permitted by ordinance.
- (93) Change in Use. Any principal use that differs from the previous principal use of a land or building. Any instance where the Administrator finds the new use differs substantially in the amount of required parking, traffic generation, number or frequency of customers/users, hours of operation, or other similar aspect of the use.
- (94) Character. Those attributes, qualities, and features that make up and distinguish a development project and give such project a sense of purpose, function, definition, and uniqueness.
- (95) ~~Child care~~ ~~Care facility~~ Facility. A "child care facility" as defined by NRS ch. Chapter 432A. Includes any place, home, institution, business, or establishment in which children are received, cared for, or maintained for any period of time. Does not include accessory, in-home childcare as defined in this Chapter.
- (96) ~~Child e~~ ~~Care~~, (in in-home Home; 1-6 Children). A child care facility located in a dwelling unit that includes no more than the number of children two care givers may care for in accordance with the Nevada Division of Public and Behavioral Health, Child Care Licensing Regulations for Child Care Facilities (staff to child ratio). A childcare center or facility in the permanent residence of the provider or accessory to a principal business for the purpose of providing day care for less than 24 hours. Provide care, protection, and supervision to no more than six (6) children at one time, including the children of the provider.
- (97) Child Care (In-Home; 7-12 Children). A childcare center or facility in the permanent residence of the provider or accessory to a principal business for the purpose of providing day care for less than 24 hours. Provide care, protection, and supervision to no more than twelve (12) children at one time, including the children of the provider.
- (98) Christmas Tree/Pumpkin Sales Lot. A lot used to temporarily sell holiday decorations such as Christmas trees, pumpkins, and other similar items.
- (99) Church or ~~worship~~ ~~Worship center~~ Center. A place of religious worship and instruction. Accessory uses requiring independent approval include (1) an associated private

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school, and (2) a child care in the main building or the same lot as the church or worship center that accepts customers not attending the church, recreational facilities, dormitories or other facilities for temporary or permanent residences. Child care facilities located in the main building that are used only during worship services, for persons attending the service, are considered accessory to the church and do not require independent approval. For purposes of this section, "religious worship" includes any "religious exercise" as defined by the Religious Land Use and Institutionalized Persons Act (RLUIPA), 42 U.S.C. § 2000cc-5. Any building used for religious worship services, religious education, fellowship activities, and programs of a religious organization. (Does not include any childcare center, general education classrooms and facilities, or commercial activities).

(100) Clearing. The removal of vegetation, topsoil or other surface materials from a site.

(101) Cluster Development. Moderate density attached or detached development that is designed to protect sensitive areas or allow for common open space.

(102) Co-generation Generation facilityFacility. A facility that produces heat or electricity using waste energy from a primary industrial use.

(103) Collection Station. A facility used for the collection and temporary storage of empty beverage containers, aluminum, glass, paper, or clothing for recycling purposes conducted totally within an enclosed structure or container.

(104) College. A post-secondary educational institution authorized to award associate, baccalaureate, or higher degrees, or a seminary.

(105) Collocation. The sharing of structures by two or more wireless service providers.

(106) Commercial Center. A group of two or more commercial sales and service establishments managed as a single entity. May include recreation, entertainment, and amusement uses as well as institutional, public, and community service uses.

(107) Commercial Kitchen. An establishment whose principal business is to prepare food on-site then transport and serve off-site. No consumption of food or beverage on the premises.

(108) Commercial Use, Business, or Establishment. An activity involving the sale of goods or services carried out for profit. Includes office, retail, services, lodging, and other similar development.

(109) Commercial Vehicle. Every vehicle designed, maintained, or used primarily for the transportation of property or passengers in furtherance of a commercial enterprise. Includes any vehicle over 10,000 gross pounds unloaded weight, but does not include any residential mobile home or motor home.

(110) Common open-Open spaceSpace. Open spaceA parcel or parcels of land within a single unified development which is owned, designed, and set aside for all occupants of the development or by occupants of designated portions of the development. Common open space is not dedicated for public use and is owned and maintained by a private organization made up of the residents and owners of the development. Common open space may include lakes and wetlands but does not include that area which is set aside and dedicated as a public park site.

(111) Community care-Care facilities-Facilities for the elderlyElderly. Establishments primarily engaged in providing a range of residential and personal care services for (1) the elderly who are unable to fully care for themselves and/or (2) the elderly who do not desire to live independently. The care typically includes room, board, supervision, and assistance in daily living, such as housekeeping services. In some instances, these establishments provide skilled nursing care for residents in separate on-site facilities.

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- (112) Community Center. A facility that provides for community activities.
- (113) Communications ~~facility~~Facility. Satellite, microwave, cellular telephone, or other radio transmission devices and equipment, excluding satellite dishes for individual use.
- (114) Compatible or Compatibility. The characteristics of different uses, activities, or design that allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include height, scale, mass, and bulk of structures. Other characteristics include pedestrian or vehicular traffic, circulation, access, parking impacts, lighting, noise, odor, and architecture.
- (115) Complete Streets. Streets designed and operated to enable safe use and support mobility for all users.
- (116) Completed Application/Completeness. An application that complies with the applicable policies and procedures the city has determined is complete.
- (117) Condominium. A building or group of buildings in which units are owned individually, but the structure, common areas, and facilities are owned by all owners on a proportional, undivided basis. See also NRS Chapters 116 and 117.
- (118) Congregate ~~housing~~Housing. Establishments that serve meals and other services in low-income and federally subsidized housing or nonsubsidized housing facilities. Services include housekeeping, laundry, transportation, recreational programs, and other convenience services.
- (119) Conditional ~~use~~Use permitPermit. A permit required as a prerequisite to the establishment of certain uses in certain zoning districts. Uses requiring a conditional use permit are specified in the use table (~~chapter 32.06~~Chapter 32.06).
- (120) Connectivity. The relative degree of connection between streets, sidewalks, or other means. In subdivision design, connectivity refers to the need to provide access points between neighborhoods by both vehicle and pedestrian traffic.
- (121) Construction. Any and all activity necessary for the grading, installation of improvements, erection or placement of structures, or assembly of equipment or materials to be used in any of those activities.
- (122) Construction Office. A temporary building used as an on-site construction office.
- ~~Continuing care retirement communities. These establishments are primarily engaged in providing a range of residential and personal care services with on-site nursing care facilities for (1) the elderly and other persons who are unable to fully care for themselves and/or (2) the elderly and other persons who do not desire to live independently. Individuals live in a variety of residential settings with meals, housekeeping, social, leisure, and other services available to assist residents in daily living. Assisted living facilities with on-site nursing care facilities are included in this industry.~~
- (123) Contractor ~~shop~~Shop. The offices and/or indoor storage facilities for a specialized trade related to construction.
- (124) Convenience ~~store~~Store. Establishments that ~~retail a limited line of goods that generally includes milk, bread, soda, and snacks~~sell a limited amount of primarily food, beverages (including alcohol), and other household supplies to customers in relatively small quantity. Fuel sales are allowed as an accessory use. Automotive repair is also allowed if it is listed as a permitted use in the applicable zoning district.
- (125) Construction ~~yard~~Yard. An outdoorarea temporarily used to store construction materials, supplies, equipment, tools, stock piling and recycling of useable construction materials and other permitted items, including temporary storage containers, construction trailers, and temporary office trailers.

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(126) ~~Convent or Monastery.~~ A building housing a community of persons living under religious vows, such as nuns or monks.

(127) ~~Convention Center.~~ A facility dedicated to the hosting of conventions including service areas, common areas, and kitchens.

(128) ~~Copy center~~~~Center.~~ Includes blueprinting, printing, Photostatting, copying, packaging, labelling, and similar services.

(129) ~~Correctional institutions~~~~Institutions.~~ A facility where persons are detained pending adjudication or confined under sentences of two years or less provided that the facility is operated by a law enforcement agency or under contract with the state, city, Lyon County or a federal agency. Examples include community correctional facilities, correctional facilities or juvenile detention facilities.

(130) ~~Courier and messenger~~~~Messenger services~~~~Services.~~ Establishments primarily engaged in providing air, surface, or combined mode courier services, express delivery services of parcels, or local messenger and delivery services of small items, with local pick-up and delivery. Examples include air courier services, express delivery services; local delivery services for letters, documents, or small parcels; grocery delivery services (i.e., independent service from grocery store), or restaurant meals delivery services.

(131) ~~Craft distillery~~~~Distillery.~~ An establishment which:

(a) ~~a.~~ Manufactures distilled spirits from agricultural raw materials through distillation; and

(b) ~~b.~~ Is authorized to sell those distilled spirits pursuant to the provisions of NRS ~~ch-Chapter~~ 597. (Source: NRS 597.200)

(132) ~~Crematorium.~~ The building or portion of a building that houses the chamber for cremation (as defined in NRS 642.011) and the holding facility~~A facility where human and/or animal corpses are cremated, -The crematorium is~~ subject the locational requirements of NRS 451.635.

(133) ~~Cultural institution~~~~Institution.~~ An institution engaged primarily in the performing arts or in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. Examples include performing arts centers for theater, dance and events, museums, historical sites, art galleries, libraries, zoos, aquariums and observatories.

(134) ~~Curb.~~ A stone, concrete, or other improved boundary usually demarcating the edge of a roadway, parking lot, or other paved area.

(135) ~~Curb Cut.~~ The opening along the curb line at which point vehicles or pedestrians may enter or leave the street, parking lot, or other paved area.

(136) ~~Cutting.~~ Shaping of the land surface through the excavation of soil, rock or ~~other~~ materials.

(137) ~~Data center~~~~Center.~~ A facility used primarily to store, manage, process, and transmit digital data, which houses computer and/or network equipment, systems, servers, appliances and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to ~~support~~ sustained operations at a data center.

(138) ~~Data processing~~~~Processing, hosting~~~~Hosting, and related~~~~Related services~~~~Services.~~ (including data centers). Establishments that provide infrastructure for hosting or data processing services. These establishments may provide specialized hosting activities, such as web hosting, streaming services or application hosting; provide application service provisioning; or may provide general timeshare mainframe

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facilities to clients. Data processing establishments provide complete processing and specialized reports from data supplied by clients or provide automated data processing and data entry services.

(139) Demolition. The complete or constructive removal of any part or whole of a building or structure upon any site when same will not be relocated to a new site.

(140) Density. The number of housing units on a unit of land (e.g., ten units per acre).

(141) Department. The ~~department of the city responsible for zoning and land development~~Planning Department.

(142) Design ~~regulations~~Regulations or Planned Development Handbook. A detailed design text which includes, but is not limited to, the following components:

- a. Project description, legal description, and preliminary title report.
- b. Project goals and policies, specifically related to NRS 278A.020.
- c. Master plan, physical concept, and layout.
- d. Architecture manual - text and graphic displays which include, but not limited to, the following: Architectural standards, landscape programs including streetscapes and entry statements, and building locations and orientations
- e. Protective covenants, conditions, and restrictions in draft form.
- f. A soils/geotechnical investigation report prepared by a qualified Nevada registered engineer or qualified Nevada engineering geologist including conclusions and recommendations regarding rippability, slope grading and stabilizing, foundation design and seismic and other geological hazards, as necessary for the property, subject to approval of scope by the administrator. (In appendix.)
- g. Circulation and access diagrams.
- h. Grading and erosion control provisions.
- i. storm drainage master plan. (In appendix.)
- j. Provisions for water supply and water dedication.
- k. Sewer report. (In appendix.)
- l. Traffic impacts.
- m. Fire prevention.
- n. Access to adjacent public lands.
- o. Cultural resource/archeological review. (In appendix.)

(143) Developer. The legal or beneficial owner or owners of a lot or of any land included in a proposed development, including the holder of an option or contract to purchase or other persons having enforceable property interests in such land.

(144) Development. The division of a parcel of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, dredging, grading, excavation, landfill, or other land disturbance; and any use or extension of the use of land; any other man-made changes being made to real property.~~Any construction or any division of land.~~

(145) Development Agreement. An agreement for the development of land pursuant to NRS 278.0201 et seq.

(146) Development Code Text Amendment. The process by which the text of this Development Code text is revised.

(147) Development ~~project~~Project. The use of land, buildings and structures on any property in the city subject to this title, except single-family dwellings and two-family dwellings, and includes new developments, planned developments, and the expansion of existing developments.

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(148) Development Standards. Regulations that limit the size, bulk, or siting conditions of particular types of buildings or uses located within any designated zoning district.

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(149) Development ~~team~~Team. A committee comprised of representatives from the planning department, public works department, city engineer, building official, fire department, and other outside agencies who regularly review proposals for development within the city.

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(150) Dimensional ~~standards~~Standards. The zoning district regulations that govern lot, setback, coverage, density and height.

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(151) Disability. A long-lasting physical, mental, or emotional condition. This condition can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work at a job or business.

(152) Developer. Any landlord, person, firm, partnership, association, joint venture, or corporation or any other entity or combination of entities or successors thereto who at any time causes property to be improved and/or developed.

(153) Development Agreement. An agreement entered into by the city, at its discretion, to vest private development rights for projects of regional significance.

(154) Development Impact Fee. A one-time fee or charge imposed on new development projects by a jurisdiction to cover capital expenditures by the governmental unit on the infrastructure required to serve the new development.

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(155) Distribution ~~center~~Center. A facility that stores merchandise for distribution to businesses or customers, but that does not fulfill orders directly from customers at that location.

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(156) Domestic ~~household~~Household ~~pet~~Pet. Any animal generally domesticated by humans, including: Dogs of the species Canis Familiarizes; cats of the species Felis Catus; gerbils, hamsters, guinea pigs, mice, rats, squirrels, chipmunks or similar rodent-like mammals, but not to include ferrets or animals which are considered a high risk species, as defined in this section; domestic rabbits, but not those being used for commercial purposes or for food production; Vietnamese potbellied pigs (Sus Scrofa Vittatus) that are spayed or neutered upon reaching maturity; domesticated fowl or birds; non-venomous reptiles, which, at maturity, are less than three and one-half feet in length or weigh less than five pounds and are kept in a confined space; or any fish kept in an aquarium or proper facility.

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(157) Drainage Plan. A plan prepared and sealed by a Nevada Registered Professional Civil Engineer, for the collection, transportation, treatment, and discharge of storm water within and from a subdivision or development.

(158) Drainage Report. A technical engineering report prepared and sealed by a Nevada Registered Professional Civil Engineer, whose purpose is to identify and define drainage characteristics associated with a proposed development and to define possible problems and conceptual solutions. In its final form, the drainage report shall transform the defined conceptual solutions to the final drainage plan.

(159) Drainageway. Any device or area which drains a land area. These can include natural, disturbed, or landscaped areas.

(160) Driveway. A privately owned and maintained vehicular access not used for address assignment. Excludes alleys.

(161) Driveway (Residential). A vehicular access from a public or private street serving only one dwelling unit or more than one dwelling unit if it is a part of a multi-family residential project.

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(162) ~~Drive-through~~Through. A business which provides a window or other area where customers of the business may obtain goods or services while remaining in a vehicle.

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(163) Dwelling or ~~dwelling~~Dwelling unitUnit. Any building used exclusively for residential purposes. This does not include hotels, clubs, boarding or rooming houses, fraternity or sorority houses, institutions or mobile homes.

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(164) Dwelling, ~~accessory~~Accessory. See "~~accessory~~Accessory dwelling-Dwelling unitUnit."

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(165) Dwelling, Fourplex. A building with four dwelling units located on a single lot designed or arranged to be occupied by four families living independently.

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(166) Dwelling, Live/Work. A dwelling unit combining both a residential living space and an integrated workspace or studio, and public display area on the ground floor, with residential located either on the upper floor or in the back of the workspace.

(167) Dwelling, Multiple-Family. A building designed to house five or more families living independently of each other. Examples include apartments, townhouses, rowhouses, single-room occupancy buildings, condominiums, and similar combinations of five or more attached single-family dwellings. It includes any form of family occupancy, including traditional or non-traditional households, elderly housing, or retirement housing.

(168) Dwelling, Single-Family Attached. A dwelling unit attached to one or more other dwelling units located on a separate lot. Each dwelling has its own front and rear access, no unit is located over another unit, each unit is separated from other units by one or more vertical common walls, and each dwelling is located on a separately owned lot. A townhouse complex may include common areas and facilities owned by all of the owners on a proportional, undivided basis.

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(167) Dwelling, ~~single~~Single-family Family detachedDetached. A building containing one kitchen designed or used or designed and used to house not more than one family, including necessary employees of the family. This category includes:

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(1)a. Only those dwelling units that comply with the city's building code, whether built on site or in a factory (commonly referred to as "modular homes"), and factory-built housing as defined in NRS 278.0209; and

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(2)b. Manufactured homes pursuant to NRS 278.02095.

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~~Dwelling, single family attached. A dwelling unit attached to one or more other dwelling units located on a separate lot. Each dwelling has its own front and rear access, no unit is located over another unit, each unit is separated from other units by one or more vertical common walls, and each dwelling is located on a separately owned lot. A townhouse complex may include common areas and facilities owned by all of the owners on a proportional, undivided basis.~~

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(168) Dwelling, Triplex. A building with three dwelling units located on a single lot designed or arranged to be used by three families, living independently of each other.

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(169) Dwelling, ~~two~~Two-family Family (duplexDuplex). A building containing up to two kitchens designed and/or with two dwelling units located on a single lot designed or arranged to be used to houseby two families, living independently of each other.

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(170) Easement. A grant of one or more property rights by the owner to, or for the use by, the public or another person or entity.

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~~Electric theft deterrent device. Fences and appurtenant devices, including, but not limited to, fences and devices used for theft deterrence consisting of single strands of wire supported by posts or other fixtures, which have an electrical charge or are connected to a source of electrical current and which are so designed or placed that a person~~

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coming into contact with the conductive element of the fence receives an electrical shock.

(171) Elevation (Architectural). The external faces of a building, or a mechanically accurate, "head-on" drawing of any external vertical plane or façade of a building or object, without any allowance for the effect of the laws of perspective. A fully dimensional drawing of the front, rear, and sides of a building showing features such as construction materials, height, dimensions, windows, doors, and relationship of grade to floor level.

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(172) Email. An electronic message or an executable program or computer file that contains an image of a message that is transmitted between two or more computers or electronic terminals, including electronic messages that are transmitted within or between computer networks.

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(173) Engineer/Engineer of Record. Any person who is retained as a consultant by the owner/developer and is legally authorized to practice civil engineering in the State of Nevada in accordance with NRS Chapter 625.

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(174) Entertainment facility/Facility/theater/Theater. An establishment where the primary source of revenue is derived from live or recorded performances shown or played for the amusement of an audience. Examples include theaters, music clubs, and dance halls.

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(175) Erosion. The process where soil particles are detached and transported by water, wind, ice or gravity.

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(176) Event center/Center/banquet/Banquet hall/Hall. An establishment rented by individuals or groups to accommodate private functions (such as banquets, weddings, graduation parties, anniversaries, business or retirement luncheons, trade shows, and similar events). They may include:

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(1) a. Kitchen facilities for the preparation or catering of food;

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(2) b. The sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and

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(3) c. Outdoor gardens or reception facilities.

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(177) Evergreen. Any plant with foliage that persists and remains year-round.

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(178) Excavating. Mechanical displacement of earth material.

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(179) Exhibition, convention/Convention, or conference/Conference facility/Facility. A facility used for assemblies or meetings of the members or representatives of a group, such as convention centers and banquet halls. This does not include clubs, lodges or other meeting facilities of private or non-profit groups that are primarily used by group members.

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(180) Exterior Alteration. Any act or process that changes one or more of the exterior architectural features of a structure, including the erection, construction, or removal of any structure.

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(181) Exterior insulation/Insulation and finish/Finish systems-Systems (EIFS). An exterior cladding system composed of an adhesively or mechanically fastened foam insulation board, reinforcing mesh, a base coat, and an outer finish coat. EIFS is available in various colors and external textures designed to look like traditional stucco. Also known as "synthetic stucco."

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(182) FAA. The Federal Aviation Administration.

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(183) Facility or Facilities. One or more buildings, structures, uses of land, landscaping, or other site improvements that are built, installed, or established to serve a particular purpose or activity.

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(184) Façade. Any side of a building that faces a street, parking lot, or other open space. The "front façade" is the front of a building.

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(185) Family. ~~Includes one person living alone, at least two persons related by blood, marriage or legal adoption, a group of up to four persons living as a single housekeeping unit, or a family foster home, independent living foster home (with up to four unrelated children between 16 and 18 years of age), or specialized foster home as defined in NRS Chapter 424; or up to ten unrelated persons with a disability, as defined in 42 U.S.C. § 3602, along with related or unrelated house parents or guardians of those persons and any additional persons who are related to the house parents or guardians within the third degree of consanguinity or affinity. A family includes necessary employees of the family, such as household servants.~~

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(186) Farm. Land area devoted to raising, breeding, or producing an animal or plant, including accessory processing, preparation, and sale of animal products, feed, grain, timber, fruit, or vegetables.

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(187) Farmers' market. An outdoor retail event, certified by the Nevada Farmers' Association or a similar organization.

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(188) FCC. Federal Communications Commission.

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(189) Fence or wall. An artificially constructed freestanding structure intended to provide privacy, protection, or confinement or to redirect a person's direction of travel.

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(190) Fence (Decorative). A continuous permanent or temporary structure designed primarily for aesthetic appeal and not intended or designed as a method of prohibited entry to a property or providing privacy.

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(191) Filling. Mechanical displacement deposit of earth material.

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~~Final development plan. A plan which executes the specific development scheme established in the preliminary development plan and design regulations. The final development plan must show the location of all structures and lots in sufficient detail to permit recordation and preparation of construction drawings. The final development plan shall also include:~~

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- ~~• A development plan compliant with tentative approval~~
- ~~• Any tentative or final subdivision plat required for land division and dedications.~~
- ~~• Design regulations compliant with tentative approval.~~
- ~~• Final project governance documents.~~

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(192) Final Map. A map prepared in accordance with the provisions of NRS Chapter 278 for recordation with the County to create new parcels or modify existing parcels.

(193) Financial institution. A business establishment authorized to receive and safeguard money or other valuables, lend money at interest, execute bills of exchange, and provide other similar services.

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(194) Fixture. A decorative or functional device that is permanently affixed to a site or the exterior of a structure which contributes to the site or structures ability to meet historical designation criteria. The term "permanently affixed" shall include, but not be limited to, attachment by screws, bolts, pegs, nails or glue, and may include such attachment methods as rope, glass or leather, if such material is integral to the design of the device.

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(195) Flag. A fabric sheet of square, rectangular, or triangular shape that is used as a symbol, signaling device, or decoration typically mounted on a pole.

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(196) ~~Fleet services~~Services. See "~~ground-Ground~~ ~~passenger-Passenger~~ ~~transportationTransportation~~."

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(197) ~~Flood or Flooding~~. A general and temporary condition of partial or complete inundation of normally dry lands from either the over overflow of inland waters or the unusual and rapid accumulation of runoff of surface waters from any source.

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(198) ~~Floor area-Area ratio-Ratio~~ (FAR). The measurement of a building's floor area in relation to the size of the lot/parcel that the building is located on. ~~Measured as the gross floor area of all buildings on a lot or parcel, divided by the lot area.~~

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(199) ~~Food preparationPreparation/Wholesale Bakery~~. A business that prepares food and beverages for off-site consumption, including delivery services. Examples include catering kitchens, bakeries with on-site retail sales and the small-scale production of specialty foods, such as sweets.

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(200) ~~Footcandle~~. A unit of measurement referring to illumination incident to a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.

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~~Franchisee~~. The person, firm or corporation to whom or which a franchise has been granted by the Fernley City Council or the lawful successor, transferee or assignee of said person, firm or corporation. This definition also includes any person, firm or corporation who purchases, leases or otherwise subsequently acquires an existing antenna, tower or interest in such.

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(201) ~~Fraternal clubClub/ lodgeLodge/ community-Community service Service facilityFacility~~. A building and related facilities owned or operated by a corporation, association or group of individuals established for the fraternal, social, education, recreational or cultural enrichment of its members and not primarily for profit and whose members pay dues and meet certain prescribed qualifications for membership. Includes any "fraternal club" which is defined as an establishment which:

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(1) ~~a~~. Keeps, conducts, and maintains an establishment solely for bona fide fraternal, social, recreational, benevolent or athletic purposes, and not for pecuniary gain;

(2) ~~b~~. Does not traffic in alcoholic beverages for profit;

(3) ~~c~~. Dispenses alcoholic beverages to its members or bona fide guests only; and

(4) ~~d~~. Does not maintain or possess a public bar or place for the sale of alcoholic beverages to the public.

(202) ~~Fraternity or Sorority House~~. Any building occupied and maintained by a social association of college students, or where organization-sponsored functions are regularly held.

(203) ~~Freeway~~. Freeways are intended to move large volumes of traffic at high speeds through and between urban centers. No direct access to abutting properties permitted and all intersections are grade-separated.

(204) ~~Freight facilitiesFacilities~~. Distribution facilities upon which storage and warehousing of cargo is incidental to the primary function of freight shipment, and not to include any display of goods for either retail sale or wholesale. Includes both railway and truck freight transfers.

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(205) ~~Freight terminal-Terminal or brokerageBrokerage~~. See "~~freight-Freight facilitiesFacilities~~."

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~~Front lot line~~. The narrowest lot dimension adjoining on a public or private street. (Note: The lot's "frontage" refers to the lot's width at the front lot line.)

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- (206) ~~Front yard~~Yard. An area that includes the driveway, and the area between the driveway and the nearest side lot line but does not include the area typically used for landscaping between the driveway and the farthest side lot line. If the residence has no driveway, the term "front yard" does not include the entire area between the residence and the street providing principal access. This definition applies to section 32-07-340-See Yard (Front).
- (207) ~~Frontage~~. The lot line that fronts a public or private street or right-of-way.
- (208) ~~Fuel distribution~~Distribution facility~~Facility~~. See "~~fuel-Fuel distribution~~ Distribution or ~~recycling~~Recycling."
- (209) ~~Fuel distribution~~Distribution or ~~recycling~~Recycling. A facility dedicated to:
- (1)~~a~~. Wholesale or commercial fuel storage and distribution, including petroleum, biodiesel, propane, butane, natural gas, or other similar fuels, to vehicles, machinery, or heavy equipment; or
 - (2)~~b~~. The collection, storage, and processing of waste oil product for conversion into useable fuel products such as biodiesel, and may include storage and sales of resulting useable fuels.
- This does not include auto service stations.
- (210) ~~Fuel recycling~~Recycling facility~~Facility~~. See "~~fuel-Fuel distribution~~ Distribution or ~~recycling~~Recycling."
- (211) ~~Fulfillment center~~Center. A business whose services include the fulfillment of orders placed directly by a customer or by an affiliate company, whether those orders are place by means of mail, fax, email, telephone, or an internet transaction, and that includes warehouse or storage facilities from which the goods are shipped. A business that fulfills order completely within an office, but that does not maintain a warehouse or storage facilities, is classified as an "office."
- (212) ~~Funeral and interment~~Interment services~~Services~~. A "funeral establishment" as defined in NRS Chapter 642.016. Examples include funeral parlors, mortuaries, or columbaria. ~~(Note: cemeteries are classified under public/civic/institutional -- assembly, below.)~~
- (213) ~~Gaming establishment~~Establishment (nonNon-restricted~~Restricted)~~. ~~A resort hotel as defined in NRS 463.01865 and~~A gaming operation consisting of 16 or more slot machines or operation of any number of slot machines together with any game, gaming device, race book, or sports pool ~~at one establishment in the same building. A "nonrestricted gaming operation" in existence in Fernley as of January 1, 2020, need not meet the resort hotel requirement of this section.~~
- (214) Gaming Establishment (Restricted). A gaming operation consisting of fifteen (15) or fewer slot machines, and no other gaming devices, when the machines are operated as incidental to the business of the primary or principal commercial or lodging use. Must have a state license pursuant to NRS 463.0189.
- (215) Garage. An accessory building or portion of a principal building primarily used to store motor vehicles.
- (216) Garage Sale. A sale of personal property from a residence or residential property within a residential zoning district.
- (217) ~~Gas station~~Station. An area used exclusively for retail sales of fuels or oils. This use may have storage tanks and pumps, minor vehicle service, and repair facilities conducted inside the building, or an accessory car wash. It does not include body repairs or battery rebuilding. ~~[Compare "auto and truck repair."]~~

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Geothermal gradient. The rate at which the earth's temperature increases with depth, indicating outward heat flows from a hot interior.

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Geothermal power. Power extracted from the heat stored in the earth used to generate electrical energy or used directly as a heating source.

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(218) Geothermal resourcesResources. Any groundwater, steam or other method of the earth's subsurface heat which is used for its thermal characteristics.

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(219) Glare. The effect produced by brightness sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

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(220) Gradient. The vertical rise of a slope over a horizontal distance, expressed as a percentage (rise over run)-See "Slope"

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(221) Grading. Any clearing, excavating, cutting, filling or other earth moving operation-Rearrangement of the earth's surface by stripping, cutting, filling, or stockpiling of earth or land, including the land in its cut or filled condition, to create new contours or grades.

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(222) Grubbing. The removal of trees and other large plants by their roots.

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(223) Government Facility, Major. Public facilities providing a significant service and have a substantial impact on the community. Typical uses are sanitary landfills, airports, and detention and correction facilities.

(224) Government Facility, Minor. An office or facility that is operated by the federal, state, county, city, or other public entity.

(225) Grocery/food marketStore/Supermarket. An establishment for retail sales of food and beverages for off-site preparation and consumption. Examples include supermarkets or specialty food stores. This category also includes large-scale stores that sell food items and beverages in bulk.

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Gross revenues. Subject to federal, state, local law and any amendments, any and all receipts and revenues received directly or indirectly from all sources associated with the installation and operation of the antennas, towers and backhaul networks which are the subject of this title. This term does not include any taxes imposed upon business or residential customers or services utilized by any governmental unit, agency or instrumentality and collected by the owner, of the antenna, tower or backhaul network. This term does not include net uncollectible debts.

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(226) Ground passengerPassenger transportationTransportation (e.g. taxi, charter bus). Establishments that provide passenger transportation by bus, charter bus, automobile, limousine, van, or shuttle. Some services (such as taxi) are not operated over regular routes and on regular schedules. Examples include charter bus, special needs transportation, taxicab owner/operators, taxicab fleet operators, or taxicab organizations. This does not apply to publicly operated bus or mass transit systems. Includes fleet services that store, maintain, repair, fuel, and service two or more vehicles owned by a single commercial or public entity.

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(227) Group homeHome. A residential facility for groups of adultsA community-based dwelling use providing food and shelter, personal guidance, care, rehabilitation services, or supervision for a maximum of six clients. It must be licensed by the State of Nevada under authority of NRS ~~ch~~Chapter 449 (other than assisted living facilities). This includes any "group foster home" as defined by NRS 424.015 (note: a family foster home, independent living foster home, and specialized foster home are addressed under the definition of "family.")

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(228) Guest Quarters. An accessory use consisting of one or more rooms contained within the primary building or a detached accessory building located on the same parcel as a

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~~single-family detached dwelling intended for guest occupancies only and not leased or rented for commercial gain. Do not include independent cooking facilities.~~

~~HRC. The historic resources commission consisting of five members appointed by the mayor and confirmed by a majority vote of the city council.~~

(229) ~~Halfway house~~House. A residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse. The term does not include a facility for transitional living for released offenders. This term should also conform to the meaning ascribed to it in NRS 449.008.

(230) Hardscape. Decorative materials included within a landscape area such as large boulders, public art, decorative walkways, turf blocks, and plazas. Public sidewalks are not considered hardscape.

(231) Hazardous Substances. Includes, without limitation, hazardous material, a regulated substance, a pollutant, or a contaminant as defined in NRS 459.429.

(232) Hazardous Waste. Chemicals or substances that are physical or health hazards as defined and classified in the Fire and Building Codes and/or Title 29 of the Code of Federal Regulations such as: explosives and blasting agents, compressed gases, flammable and combustible liquids, flammable solids, organic peroxides, oxidizers, pyrophoric materials, unstable (reactive) materials, water-reactive solids and liquids, cryogenic fluids, highly toxic and toxic materials, radioactive materials, corrosives, carcinogens, irritants, sensitizers, and other health hazards.

(233) Hazardous Waste Facility. A facility or part of a facility that is used for the manufacture, processing, transfer, treatment, storage, or disposal of explosives or hazardous substances.

(234) ~~Hazardous waste~~Waste transfer~~Transfer station~~Station. A facility where hazardous waste is received and processed for transportation to another place for recycling, re-use, incineration or final disposal.

(235) ~~Health/fitness~~Fitness club~~Club~~. An establishment that offers exercise or weight control programs whether or not the business provides any other service. Examples include gymnasiums, martial arts schools, gymnastics schools, weight control establishments, health clubs, health spas, swimming pools, handball facilities, racquetball or tennis club facilities, tanning facilities, fitness facilities, and yoga or workout studios.

(236) Hedge. A dense row of shrubs or low trees that form a barrier or boundary.

(237) Height. Vertical distance from grade plane to the average height of the highest roof surface, as determined by the city's adopted building code. "grade plane" is a reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference plane shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six feet (1,829 mm) from the building, between the building and a point six feet (1,829 mm) from the building.

~~When referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.~~

(238) ~~Heliport/miscellaneous~~Miscellaneous air~~Air transportation~~Transportation. Facilities intended solely for takeoff and landing of helicopters, or for miscellaneous

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transportation vehicles for scenic purposes such as balloons. Can include fueling, maintenance, or other accessory services for the vehicles.

(239) High risk-Risk speciesSpecies. Species such as the striped skunk, spotted skunk, raccoon, fox, bat, coyote, bobcat, badger, weasel and other high-risk transmitters of rabies.

(240) Hillside Development. A development that has an average slope equal to or greater than ten (10) percent or slopes that exceed 15 percent on 25 percent or more of the site.

(241) Hilltop or ridgeRidge. The peak or highest point of a topographic feature from which all water drains down.

(242) Homeless Services Provider. Any use of land whether in a structure, tent, or any enclosed or unenclosed private or public area providing meals to the public for a period exceeding more than 24 days in any year and/or used to provide temporary shelter to homeless individuals.

(243) Home ~~occupation~~Occupation. A use customarily carried on by a dwelling occupant and incidental to the primary residential use, providing such residential character of the property is not changed and is operated in compliance with chapter Chapter 32.07.

(244) Homes for the elderlyElderly. This U.S. industry comprises establishments primarily engaged in providing residential and personal care services (i.e., without on-site nursing care facilities) for (1) the elderly or other persons who are unable to fully care for themselves and/or (2) the elderly or other persons who do not desire to live independently. The care typically includes room, board, supervision, and assistance in daily living, such as housekeeping services. These establishments may include assisted living facilities without on-site nursing care facilities, homes for the aged without nursing care, homes for the elderly without nursing care, old-age homes without nursing care, old soldiers' homes without nursing care, rest homes without nursing care, retirement homes without nursing care, and senior citizens' homes without nursing care.

(245) Hotel. A building occupied or intended to be occupied for compensation, as the temporary residence for transient guests, primarily persons who have residence elsewhere. Hotels have an interior hall and lobby with access to each room from the interior hall or lobby.

(246) House or ~~home~~Home. See "dwellingDwelling."

(247) Household. A household is made up of all persons living in a dwelling unit whether or not they are related by blood, birth, or marriage.

(248) Hospital. A building designed for use for medical and surgical diagnosis, treatment and housing of persons under the care of doctors and nurses and supporting services such as gift shops, pharmacies, restaurants, and laundromats. Rest homes, nursing homes, convalescent homes and clinics are not included.

(249) Hydroseeding. The application of seed within a suspended liquid medium that is sprayed onto a prepared surface.

(250) Impervious ~~surface~~Surface. A manmade structure or surface which prevents the infiltration of storm water into the ground below the structure or surface. Roads, buildings, tennis courts, roofs, driveways, patios, pools, decks, parking lots, and similar water shedding surfaces.

(251) Improvement. Any place, building, structure, landscape feature or object, whether permanent or not, which constitutes a physical addition to real property.

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(252) Improvement Agreement. An agreement executed between the City and the owner/developer of land to be subdivided or developed where improvements are to be installed, modified, or removed.

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(253) Indirect Illumination. Illumination which is cast on a sign from a source outside the sign with the source of the light substantially shielded from direct view.

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(254) Industrial ~~services~~Services. An establishment involved in the manufacturing of products, primarily from extracted or raw materials, or bulk storage and handling of such products and materials that typically involve a high incidence of truck or rail traffic, and outdoor storage. May include items such as food processing and packaging and stonework. Does not include noxious industrial uses, such as asphalt and chemical manufacture, hot-mix plants, rendering, and tanneries.

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(255) Infill. Development on a vacant or substantially vacant tract of land surrounded by existing development.

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(256) Infill project. A development, redevelopment, or an expansion of more than 20 percent of the building area, on a parcel that is located in a previously developed area of the city where at least 80 percent of the land within a 300-foot radius has been developed, and where water, sewer, streets, schools, and fire protection have already been developed and provided.

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(257) Internal Illumination. Illumination produced by a light source contained within a sign and not directly visible from outside.

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(258) Jail. See "Prison or Custodial Institution"

(259) Kiosk. A structure not exceeding six feet in any horizontal dimension or 12 feet in vertical dimension which is used to provide surfaces for the posting of notices.

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(260) Kitchen. A room used to cook or prepare food.

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(261) Laboratory. A facility for conducting medical or scientific research, investigation, testing, or experimentation. Does not include facilities for the manufacture or sale of products except as incidental to the main purpose of the laboratory. Includes labs for the manufacture of dentures and prosthesis.

(262) Landmark. A designated building, site, or structure having historicl, architectural, or archaeological significance.

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(263) Landowner. The legal or beneficial owner or owners of all the land proposed to be included in a planned unit development. The holder of an option or contract of purchase, a lessee having a remaining term of not less than 30 years, or another person having an enforceable proprietary interest in the land is a landowner for the purposes of this title.

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(264) Landscape Area. An area comprised of any combination of living plants, inorganic material such as rocks or stones, and architectural features including fountains, pools, art works, screen walls, fences, street furniture, and ornamental concrete or stonework.

(265) Landscape Maintenance District. The sum of all parcels of real property containing improvements requested by the applicant to be included and maintained with the district.

(266) Landscape Material. Living material including, but not limited to, grass, ground covers, shrubs, vines, hedges or trees. Nonliving materials including, but not limited to, rocks, gravel, sand, tile, bricks, wood, textured hard surfaces, and water features.

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(267) Landscaping ~~or landscaped~~. A combination of turf grasses, trees, shrubs, hedges, vines, ground covers, and other living plant materials; inert materials such as decorative rock,

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bark, and wood chips; concrete curbing (or railroad ties or landscape timbers), permeable walkways, decks, patios, and similar amenities.

~~Large format retail. A retail building that exceeds 50,000 square feet in gross floor area.~~

(268) ~~Level of Service (LOS). A qualitative measure describing operational conditions from "A" (best) to "F" (worst) within a traffic stream or at intersections, which is quantified for street segments by determination of a volume to capacity ratio.~~

(269) ~~Library, Art Gallery, or Museum. A facility or area that is open to the public and is intended for collections of books, manuscripts, and similar materials for study and reading, or for the acquisition, preservation, study and exhibition of works of artistic, historic, literary, or scientific value.~~

(270) ~~Life care-Care or continuing-Continuing care-Care servicesServices.~~ An institution, residence or facility licensed by the State of Nevada that provides accommodation and personal assistance to more than three residents who are dependent on the services of others by reason of age and physical or mental impairment, and that is licensed to provide skilled nursing care. This category includes nursing homes, facilities for hospice care (as defined in NRS 449.0033), or assisted living facilities (as defined in NRS 422.2708). This use does not include:

~~(a)a.~~ An establishment which provides care only during the day;

~~(b)b.~~ A natural person who provides care for no more than two persons in his or her own home;

~~(c)c.~~ A natural person who provides care for one or more persons related to him or her within the third degree of consanguinity or affinity;

~~(d)d.~~ A halfway house for recovering alcohol and drug abusers; or

~~(e)e.~~ A facility funded by a division or program of the Department of Health and Human Services.

(Reference: NRS 449.017) Note: a group home for persons with intellectual disabilities, up to a limited number of persons, is considered a single-family home under the "Residential" category above.

(271) ~~Light or Light Fixture. A complete outdoor lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply.~~

(272) ~~Liquor storeStore.~~ An establishment holding an on-premises or package alcoholic beverage license pursuant to [title 10](#) of the Fernley Municipal Code.

~~Live/work dwelling. A dwelling unit used for both dwelling purposes and a nonresidential use, where:~~

~~(1) The building includes only one dwelling unit; and~~

~~(2) The nonresidential space exceeds the area allowed for home occupations (see [chapter 32.07](#)) and occupies no more than 1,500 square feet; and~~

~~(3) The structure is designed or structurally modified to accommodate joint and integrated residential occupancy and work activities, including complete kitchen and sanitary facilities and working space reserved for and regularly used by one or more occupants of the unit.~~

(273) ~~Livestock.~~ Any animal generally used for production, commercial or recreational purposes, including: All horses, mules, burros, asses, or animals of the equine species; all cattle or animals of the bovine species; all swine or animals of the porcine species, except Vietnamese potbellied pigs; all goats or animals of the caprine species; all poultry and large fowl or birds (except as provided in [chapter 32.07](#)); all sheep or animals of the ovine species; all llamas and animals of the llama species.

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(274) ~~Living unit~~Unit. A building or portion thereof containing one kitchen designed or used to house not more than one family, including necessary employees in the family.

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(275) ~~Loading space~~Space. An off-street space or berth on the same lot with a building or contiguous to a group of buildings for the temporary parking of vehicles while handling merchandise or materials.

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(276) ~~Lot~~. A distinct part or parcel of land divided with the intent to transfer ownership or for building purposes which abuts upon a means of access.

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(277) ~~Lot Area~~. The amount of gross land area contained within the property lines of a lot or parcel. Does not include streets, access easements, or other rights-of-way.

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(278) ~~Lot coverage~~Coverage. Lot coverage is the percent of the total lot covered by buildings and structures. For example, houses, garages, sheds, gazebos, above-ground swimming pools, and covered patios all count as part of lot coverage.

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(279) ~~Lot depth~~Depth. The distance between the front and rear lot lines measured in the mean direction of the side lines.

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(280) ~~Lot width~~Width. The distance between the side lot lines measured at right angles to the lot depth at a point midway between the front and rear line.

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(281) ~~Low Impact Development (LID). Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat.~~

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(282) ~~Machinery and heavy~~Heavy equipment ~~Equipment sales~~Sales and ~~service~~Service. The retail sales and accessory repair of construction, agriculture, excavation, and similar machinery and equipment, including tractor-trailers.

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(283) ~~Main building~~Building. See "~~principal~~Principal building ~~Building~~."

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(284) ~~Main structure~~Structure. The building or structure where the principal use of the lot is located. This includes any structures or buildings that are attached to the principal structure by a covered structure. Lots with multiple principal uses may have multiple main structures, but storage buildings, garages, and other clearly accessory uses are not considered main structures.

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~~Main use. See "principal use."~~

(286) ~~Maintenance~~. With regard to the landscaping regulations in ~~chapter~~Chapter 32.09, any management required for the well-being of the plant and appearance of the landscaped area.

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(287) ~~Maintenance, and repair~~Repair, and, services~~Renovation Services~~. ~~An establishment providing repair services for personal and household goods, such as household appliances, computers, television, audio or video equipment, office machines, furniture and leather goods.~~ A facility for contracting services such as janitorial services, building repair, renovation, and maintenance including the installation of plumbing, electrical, air conditioning, and heating equipment. This classification excludes ~~building maintenance services and~~ maintenance and repair of automobiles and other vehicles and equipment.

(288) ~~Manufactured Building~~. Any modular building or any building which is constructed in whole or in substantial part using modular components but does not include a ~~recreational park trailer~~.

(289) ~~Manufactured Home~~. A structure which is: built on a permanent chassis, designed to be used with or without a permanent foundation as a dwelling when connected to utilities, transportable in one or more sections, and eight feet or more in body width or forty feet or more in body length or contains 320 square feet or more when erected

on site. The term includes the plumbing, heating, air-conditioning, and electrical systems of the structure. This term also includes manufactured buildings.

(290) Manufactured ~~home~~ ~~Home dealer~~ Dealer. Establishments primarily engaged in retailing new and/or used manufactured homes (i.e., mobile homes), parts, and equipment.

(291) Manufactured ~~home~~ ~~Home lot~~ Lot. A portion of land within a mobile home subdivision used or intended to be used for parking of one mobile home, including required yards and parking area, attached or detached accessory building and open space.

(292) Manufactured ~~home~~ ~~Home park~~ Park. A parcel or tract of land where the principal use is the rental, leasing or occupancy of space by two or more manufactured homes on a permanent or semi-permanent basis, and customary accessory buildings or uses such as clubhouses, laundries, manager's offices, maintenance storage, community swimming pools.

(293) Manufactured ~~home~~ ~~Home space~~ Space. A portion of land within a mobile home park used or intended to be used for the parking of one mobile home, including required yards and parking area, attached or detached accessory buildings and open space.

(294) Manufactured ~~home~~ ~~Home subdivision~~ Subdivision. A subdivision of land, platted in conformance to NRS ~~ch.~~ Chapter 278, and applicable city ordinances for the purpose of providing mobile home lots.

(295) Manufacturing (Custom and Craft). The on-site production of goods by hand manufacturing or artistic endeavor which involves only the use of hand tools or domestic mechanical equipment and the incidental sale of those goods directly to consumers. Examples include, but are not limited to ceramic studios, custom cabinet making, candle making shops, custom jewelry manufacturing, furniture repair, woodworking, or sculpting.

(296) Manufacturing, Processing, Assembly, or Fabrication (Indoor). A manufacturing processing or assembly facility in which all activities and storage of materials occurs indoors. This use may include accessory retail sales.

(297) Manufacturing, Processing, Assembly, or Fabrication (Outdoor). A manufacturing, processing, or assembly facility in which activities and storage of materials occurs outdoors.

(298) Marijuana. As defined in NRS 453.096 as may be amended or renumbered.

(299) Marijuana (Edible Products). Products intended for adult use that contain marijuana or an extract thereof intended for human consumption by oral ingestion and presented in the form of foodstuffs, extracts, oils, tinctures, or other similar products.

(300) Marijuana (Independent Testing Laboratory). An entity licensed by the State of Nevada to test marijuana and marijuana products.

(301) Marijuana (Medical Use).

a. The possession, delivery, production, or use of marijuana as necessary for the exclusive benefit of a person to mitigate the symptoms or effects of his or her chronic or debilitating medical condition as defined in NRS 678C.030 as may be amended or renumbered.

b. The possession, delivery, or use of paraphernalia used to administer marijuana as necessary for the exclusive benefit of a person to mitigate the symptoms or effects of his or her chronic or debilitating medical condition.

c. Any combination of the acts described above.

(302) Marijuana Cultivation Facility. A business licensed by the State of Nevada to acquire, possess, cultivate, deliver, transfer, supply, or sell marijuana and related supplies to

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retail marijuana stores, marijuana production facilities, and other marijuana cultivation facilities, but not to consumers.

(303) Marijuana Dispensary Facility (Medical). A business that is licensed by the State of Nevada which acquires, possesses, delivers, transfers, transports, supplies, sells, or dispenses marijuana or related supplies and educational materials to the holder of a valid registry identification card as defined by state law or to another medical marijuana dispensary.

(304) Marijuana Dispensary Facility (Retail). A business that is licensed by the State of Nevada that acquires, possesses, delivers, transfers, supplies, sells, or dispenses marijuana or related supplies to a consumer or to another marijuana retail store.

(305) Marijuana Establishment. A marijuana cultivation facility, and independent marijuana testing facility, a marijuana infusion or manufacturing facility, a medical marijuana dispensary, or a retail marijuana store which is licensed by the State of Nevada.

(306) Marijuana-Infused Products. Marijuana products intended for adult use that are infused with marijuana or an extract thereof that are intended for use or consumption by humans through means other than inhalation or oral ingestion such as topical products, ointments, oils, and tinctures.

(307) Marijuana Infusion or Manufacturing Facility. A business licensed by the State of Nevada that acquires, possesses, manufactures, delivers, transfers, supplies, or sells marijuana products to retail marijuana stores.

Message. The manipulation of the superficial tissues of the human body with the hand, foot, arm or elbow, whether or not such manipulation is aided by hydrotherapy or thermal therapy; any electrical or mechanical device; or the application to the human body of a chemical or herbal preparation.

(308) ~~Message establishment~~ Establishment. Any establishment, including a private club or organization, where massage is given or offered for compensation. This definition shall not be construed to include.

(1)a. A hospital or nursing home;

(2)b. The office of a physician, surgeon, chiropractor, osteopath, psychologist, marriage and family counselor, physical therapist or nurse duly licensed by the state;

(3)c. A barber or cosmetologist duly licensed by the state and who performs massage of the head, neck and shoulders only;

(4)d. A public or private physical fitness facility which offers massage as a secondary service and no exterior signs advertise massage services;

(5)e. A trade school which offers courses in a variety of occupational skills with no exterior signs advertising massage services.

(309) Master Plan. A comprehensive, long-term general plan for the physical development of the city in accordance with NRS 278.150 et seq.

(310) Master Plan Amendment. An application to modify the text or future land use map of the adopted City of Fernley Comprehensive Master Plan.

(311) Master Sign Program. A plan establishing the requirements for the size, location, and design of signs within a development that is constructed or managed as a single development.

Mechanically stabilized. Any artificial method of stabilizing a slope such as rip rap, rockeries or retaining walls.

(312) ~~Media production~~ Production. Establishments that produce, manufacture, arrange for the manufacture, or distribute motion pictures, videos, television programs, television

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commercials, and music and sound recordings. This includes specialized motion picture or video postproduction services, such as editing, film/tape transfers, titling, subtitling, credits, closed captioning, and computer-produced graphics, animation and special effects, and developing and processing motion picture film. Examples include motion picture film laboratories, stock footage film libraries, postproduction facilities, tele production services, and sound recording studios. It does not include graphics, editing, or similar work that occurs in an ~~office (see commercial/mixed use office category, above).~~

~~Medical marijuana dispensary. As defined by NRS ch. 453A.~~

~~Medical marijuana establishment. An independent testing laboratory; a cultivation facility; a facility for the production of edible marijuana products or marijuana infused products; or a medical marijuana dispensary.~~

~~Medical marijuana cultivation facility. A facility licensed by the state that acquires, possesses, cultivates, delivers, transfers, transports, supplies and/or sells marijuana and related products to medical marijuana dispensaries, facilities for production of edible marijuana or marijuana-infused products or other cultivation facilities.~~

~~Medical marijuana production facility. A facility licensed by the state that: Acquires, possesses, or manufactures edible marijuana products; extracts oils from marijuana; and/or delivers, transfers, transports, supplies or sells edible marijuana products or marijuana-infused products to medical marijuana dispensaries.~~

~~Medical marijuana testing laboratory. A facility licensed by the state that tests and analyzes marijuana, edible marijuana products and marijuana-infused products to be sold at medical marijuana dispensaries in Nevada.~~

(313) ~~Medical office~~Office, clinic~~Clinic, or laboratory~~Laboratory. A facility where patients are examined or treated for routine physical or mental ailments by a medical ~~doctor~~, osteopath, chiropractor, nurse, physical therapist, dentist, ~~doctor of oriental medicine~~, podiatrist, psychologist or optometrist professional duly certified or licensed by the state of Nevada. ~~Examples include medical or dental laboratories, or facilities for medical, optical, orthotic, prosthetic, or dental laboratory services, photographic, analytical, or testing services.~~

(314) Medical (Outpatient Services). An outpatient medical facility which is used only during the day. This includes surgery centers, outpatient care facilities, urgent care, and other typical standalone medical facilities that include medical care beyond routine consultation and may be in connection with surgery.

(315) ~~Metal waste~~Waste salvage~~Salvage yard~~Yard/junk~~Junk yard~~Yard/auto~~Auto dismantler~~Dismantler. An establishment for the storage and dismantling of vehicles and equipment for sale of parts, as well as the collection, storage, exchange, or sale of goods including, but not limited to, any used building material, used containers, or steel drums and similar or related articles or property.

(316) Mining and quarrying~~Quarrying~~. The extraction of metallic and nonmetallic minerals, including sand and gravel pit operations.

(317) ~~Mini-warehouse~~Warehouse. A facility ~~that rents small structures or space~~ for the storage of merchandise, personal belongings, and/or ~~recreational~~operable vehicles such as passenger vehicles, recreational vehicles, and boats. A mini-warehouse establishment may offer ancillary retail sales from the office of the establishment. Does not include storage of heavy equipment or tractor-trailers.

(318) Mitigation. Actions to avoid, minimize, rectify, reduce, eliminate, and compensate for impacts of development.

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- (319) ~~Mixed-use~~Use. Any single building or development that blends a combination of residential, commercial, cultural, institutional, or industrial uses, where those functions are physically and functionally integrated. In a mixed-use development, the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of vehicular and pedestrian access and parking areas. The development of a site, building, or structure with two or more different uses including, but not limited to, residential, office, retail, public uses, personal service, or entertainment uses which are designed, planned, and constructed as a single unit.
- (320) ~~Mobile food~~Food vendor~~Vendor~~. A person, including any employee or agent of another, who sells, or offers to sell, barter, or trade food and/or drink to be consumed by customers. Mobile food vendors shall comply with the standards as set forth in this ~~chapter~~Chapter 32.07.
- (321) ~~Mobile home~~Home. A factory-built home that does not comply with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. §§ 5401 et seq. A structure which is built on a permanent chassis, designed to be used with or without a permanent foundation as a dwelling unit when connected to utilities, and transportable in one or more sections. This term includes the design of the body and frame and the plumbing, heating, air conditioners, and electrical systems of the mobile home. This term does not include a recreational park trailer, travel trailer, commercial coach, manufactured home, or any manufactured buildings.
- (322) Mobile Home Lot. Any area or tract of land designated, designed or used for the occupancy of a mobile home.
- (323) Mobile Home Park. See "Manufactured Home Park".
- (324) Mobile Home Subdivision. See "Manufactured Home Subdivision".
- (325) ~~Mobile vending~~Vending cart~~Cart~~. A movable push cart that is operated by a mobile vendor including, but not limited to, bicycles.
- (326) ~~Mobile vending~~Vending trailer~~Trailer~~. A mobile trailer operated by a mobile vendor.
- (327) ~~Mobile vending~~Vending vehicle~~Vehicle~~. A motorized vehicle operated by a mobile vendor.
- (328) ~~Mobile vendor~~Vendor. Any person, including any employee or agent of another, who sells or offers to sell, barter, or trade from a vending vehicle, trailer or cart. See ~~chapter~~Chapter 32.07.
- (329) Model Home. A single-family dwelling which is open to the general public for viewing within specified times on a regular basis and which was constructed for the purpose of encouraging the sale of similar homes within the same development. A model home is a type of temporary real estate sales office during the buildout of the community.
- ~~Model studio~~. Any business, where, for any form of consideration or gratuity, figure models who display "specified anatomical areas" are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying the consideration or gratuity.
- (330) ~~Modular home~~Home. A factory-built home that has been built in compliance with the standards for single-family residential dwellings of the building code most recently adopted by the International Conference of Building Officials and/or the City of Fernley. (Source: NRS 278.0209.)
- (331) Motel. A building ~~or other structure~~or group of buildings kept, maintained, advertised, or held out to the public to be a ~~place that provides five or more rooms as~~

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~~sleeping accommodations temporary residence for transient guests, primarily persons who have residence elsewhere offered at a daily rate to transient guests where access to the rooms is from the outside.~~

(332) ~~Motor home~~Home. A portable, temporary dwelling used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.

(333) ~~Mulch~~. A covering over the soil used for water retention, soil erosion and dust control, as well as for aesthetic purposes. Examples include rock products, wood products, and vegetative by-products.

(334) ~~Mural~~. A picture or decoration that is applied directly to a wall and does not contain ~~text or a commercial message~~.

(335) ~~Museum~~. See "Library, Art Gallery, or Museum"

~~Multifamily building~~. A building designed to house three or more families living independently of each other, having their own kitchen facilities. Examples include apartments, townhouses, rowhouses, quadruplexes, single room occupancy buildings, condominiums, and similar combinations of three or more attached single family dwellings. It includes any form of family occupancy, including traditional or non-traditional households, elderly housing, or retirement housing.

~~National Register of Historic Places~~. The official national list of cultural resources worthy of preservation. The list is compiled and maintained by the National Parks Service and the United States Department of the Interior.

(336) ~~Natural drainage~~Drainage wayWay. Any channel, swale or depression which conducts water as part of the natural drainage pattern of a site.

(337) ~~Natural slope~~Slope. The form of the land surface as it exists before any grading.

(338) ~~Natural vegetation~~Vegetation. Plant materials which exist on the site before clearing or grading.

(339) ~~Natural Watercourse~~. A natural creek, stream, or river whether seasonal, intermittent, or perpetually flowing.

(340) ~~Neighborhood Park~~. A site not exceeding 25 acres designed to serve the recreational and outdoor needs of families and small groups.

~~Nevada State Register of Historic Places~~. The official state wide list of Nevada's historical resources. The list is compiled and maintained by the Nevada State Historic Preservation Office.

(341) ~~Night Club~~. An establishment operated as a place of entertainment, characterized by either dancing or live, recorded, or televised entertainment (including magicians, musicians, or comedians).

(342) ~~Noise~~. Any sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings.

(343) ~~Noise Disturbance or Unreasonable Noise~~. Any sound that annoys, injures, or endangers the safety or health of a reasonable person(s) with normal sensitivities or endangers the comfort, repose, health, hearing, peace, or safety of another person(s) or that causes injury to, or damage to, property or business.

(344) ~~Nonconforming Lot~~. A lot whose area, dimensions, or location of which were lawful prior to the adoption, revision, or amendment of this Code, but which fails by reason of such adoption, revision, or amendment to conform to the present requirements.

(345) ~~Nonconforming Site Improvement~~. Any driveway, parking or loading area, landscaping, buffer, screening, exterior lighting, or other site feature, except signs, that was legally established prior to the adoption of this Code but does not comply with current requirements of this Code.

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(346) Nonconforming Structure. A legally established building or structure constructed or installed prior to adoption of this Code that does not comply with the current requirements of this Code.

(347) Nonconforming Use. A use or activity which was lawful prior to the adoption, revision, or amendment to this Code, but which fails by reason of adoption, revision, or amendment to conform to the present requirements of the zoning district in which such use is located.

(348) Non-store Store retailersRetailers. Establishments that retail merchandise through online, mass media, telephone, mail, or similar methods (infomercials, direct-response advertising, paper and electronic catalogs, door-to-door solicitation, in-home demonstration, selling from portable stalls, vending machines, and similar methods), and that do not have a warehouse on the site. ~~Examples include mail-order houses, vending machine operators, home delivery sales, door-to-door sales, party plan sales, electronic shopping, and sales through portable stalls (e.g., street vendors).~~ This does not include a fulfillment center (classified under "wholesale distribution, warehousing and storage," below).

(349) Nursery/Garden Supply (~~commercialCommercial, retail-Retail and wholesaleWholesale~~). An establishment primarily engaged in the retail sale of garden supplies and plants grown on the premises or elsewhere for the growing, display, or sale of plants, seeds, or other horticulture items. This classification includes including the sale of landscape materials, and topsoil, and as well as the rental of landscaping equipment.

(350) Nursing homeHome. A home for the aged or infirm in which persons not of the immediate family are received, kept, or provided with food and shelter, or care for compensation; but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

(351) Occupancy. The purpose for which a building is used or intended to be used.

Occupancy unit. A single unit providing complete and independent facilities for commercial, residential or industrial use.

(352) Office. A building principally occupied by professional, business, government, and service activities not otherwise specified in this Municipal Code. Offices do not include retail sales except where specifically permitted as an accessory use. This includes:

- (1) ~~The administrative, clerical or public contact offices of a government agency, together with incidental storage and maintenance of vehicles, including post offices; or~~
- (2) ~~Call centers that have no warehousing or trucking facilities on the same site (see "wholesale distribution, warehousing and storage," below, for call centers combined with those facilities).~~

(353) Off-Site Improvements. Those capital improvements and right-of-way dedications and/or site-related improvements that provide direct access to the development. Direct access improvements include but are not limited to site driveways and streets, right and left turn lanes leading to those driveways and streets, traffic control measures for those driveways, frontage street, and local or private streets.

(354) Oil and gas Gas storageStorage. A tank farm or outdoor facility to store oil and gas.

(355) Open Space. Areas that preserve the special natural and environmental character and health of a particular location. Open space can involve a variety of areas including floodplains, aquifer recharge areas, steep slopes, ridgelines, wetlands and other water

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bodies, playas, and habitat areas. These are typically important habitat conservation areas, environmentally sensitive areas, or historical areas.

(356) Open Space (Natural). Protected lands that, depending on their resource sensitivity, are conserved in their natural state, restored, or improved with appropriate native landscaping to retain a natural or natural-appearing condition and are integrated into an interconnected open space and trails system. Natural open space may include appropriate public trails or other public improvements.

(357) Open Space (Private). A usable open space adjoining and directly accessible to a dwelling unit and reserved for the exclusive use of residents of the dwelling unit and their guests.

(358) Open Space (Useable). On-site land area contained within lot lines or within common open space which is absent of any building or structure. Usable open space could contain, but is not limited to, private yards, walkways, trellises, swings, arbors, swimming pools, tennis courts, and landscaping. Surface parking areas or driveways are not usable open space.

~~Orient.~~ To bring in relation to, or adjust to, the surroundings, situation, or environment; to place with the most important parts (e.g., the primary building entrance and the designated "front" of a building) facing in certain directions; or to set or arrange in a determinate position, as in "to orient a building."

(359) Outdoor Activity. Any enterprise, operation, or activity that occurs in an unroofed area as part of a permitted use on a lot. Includes any outdoor display of materials, machinery, vehicles, or things that may or may not be for sale or rent.

(360) Outdoor Dining. See "Sidewalk Café"

(361) Outdoor ~~processing~~Processing. Production, contractor, or repair operations that occur outside of an enclosed building, and that may involve the retail sale of items produced or assembled on the site. Examples include the production and sale of propane tanks, rock and concrete crushing operation, painting or coating, grinding or sanding, or degreasing or cleaning of parts.

(362) Outdoor ~~storage~~Storage. Materials, goods, vehicles, ~~junk~~, ~~merchandise~~, or equipment kept or placed outside an enclosed structure for ~~72-24~~ hours or more.

(363) Owner. The person or corporation appearing on the last equalized assessment roll of the Lyon County Assessor.

(364) Pad Site. A building or building site that is physically separate from the principal or primary building and reserved for freestanding commercial uses such as restaurants, banks, and auto services.

(365) Parapet. The portion of a wall that extends above the roofline.

(366) Parcel Map. A map which creates four or fewer lots, parcels, sites, units, plots, or interest.

(367) ~~Park/open space.~~ A park, playground, natural area, or open space. Examples include community centers, picnic facilities, public recreation areas, and accessory food ~~concessions~~. Any public or private land available for recreational, educational, or aesthetic use. Examples include playgrounds, picnic areas, ball fields, swimming pools, etc.

(368) Parking Aisle. The traveled way by which cars enter and depart parking stalls or spaces.

(369) ~~Parking area~~Area. Any public or private area under or outside a building or structure designed and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public rights-of-way.

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~~Those portions of a site area designated for motor vehicle use, including, but not limited to, parking stalls, parking spaces, driveways and access driveways.~~

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(370) ~~Parking facility~~ **Facility**. A parking lot or a parking garage offering parking to the public and is the principal use of the premises. ~~"Parking lot" is an off street, ground level, and open area for the temporary placement of operable motor vehicles improved to the standards of Fernley Municipal Code chapter 32.09, parking and loading.~~

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(371) ~~A "p~~ **Parking garage** ~~Garage" is a~~ **A** multi-level structure for the temporary placement of operable motor vehicles.

(372) **Parking Lot**. An off-street, ground-level, and open area for the temporary placement of operable motor vehicles improved to the standards of Fernley Municipal Code, **Chapter 32.09, Parking and Loading**. A parking lot does not include areas used for display or storage of vehicles that are owned by a licensed business on the site.

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(373) **Parkway**. The strip of land, regardless of whether currently paved, surfaced, or landscaped situated between the back of the curb and the sidewalk. In the absence of a curb, the curbline of a street shall be deemed to be the edge of the parkway.

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(374) **Pawnbroker/Pawn Shop**. A person or business engaged, in whole or in part, in the business of loaning money on the security of pledges, deposits or other secured transactions in personal property. Said personal property must not include vehicles or other transportation devices upon which an autopawn is authorized to loan money.

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(375) ~~Payday loan~~ **Loan establishment** ~~Establishment~~. An institution that primarily makes small, short-term loans, typically without a credit check, that are intended to bridge the borrowers' cash flow gap between pay days. This includes any establishment that provides check cashing, deferred deposit service, or vehicle title loan services as defined in NRS ~~ch~~ **Chapter** 604A.

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(376) **Pedestrian Orientation**. Development designed with an emphasis primarily on the ~~street sidewalk and on pedestrian access to the site and building instead of on auto access and parking areas. The building is generally placed close to the street, the main entrance is oriented to the street sidewalk, and parking is provided behind the building on the interior portion of the lot.~~

(377) **Pedestrian Walkway**. A surfaced walkway, separate from the traveled portion of a public or private right-of-way or parking lot/drive aisle intended for pedestrian or bicyclist use.

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(378) **Permeable surface** ~~Surface~~. A hard, porous material that allows water penetration into the soil.

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~~Person. A natural person, corporation, partnership, firm, association, or other legal entity.~~

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(379) ~~Personal instructional~~ **Instructional services** ~~Services~~. The provision of instructional services such as tutoring and exam preparation, language, photography, fine arts, crafts, dance or music studios, art studios, driving schools, employment training, diet centers, and beauty schools / reducing salons. This includes incidental retail sales, or light assembly and offices relating to training or instruction.

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(380) ~~Personal services~~ **Services**. A business which provides a service to the general public. This includes, but is not limited to, beauty shops, laundries, dry cleaners, tailors, pet groomers, wedding planning, dating services, nail salons, massage establishments, reflexology, and shoe-shining or repair. This does not include social escort, bail bond, or other services listed separately.

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~~Planned residential development. An area of land controlled by a landowner, which is to be developed as a single entity for a number of dwelling units, the plan for which does not correspond in lot size, bulk or type of dwelling, density, lot coverage and required~~

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- ~~open space to the regulations established in any one residential district created, from time to time, under the provisions of any zoning ordinance enacted pursuant to law.~~
- (381) ~~Planned unit development~~Development. An area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or a combination of any or all of these uses.
- (382) ~~Plaza. A civic space type designed for civic purposes and commercial activities in the more urban areas, generally paved and spatially defined by building frontages.~~
- (383) ~~PM Peak Hour. The highest traffic volumes during four consecutive 15 minute periods usually between the hours of 4:00 PM and 6:00 PM.~~
- (384) ~~Porte Cochere. A passageway through a building or extending from the entrance of a building over an adjacent driveway designed to let vehicles pass from the street to an interior courtyard.~~
- (385) ~~Portico. A porch or walkway with a roof supported by columns often leading to the entrance to a building.~~
- (386) ~~Preexisting towers~~Towers and ~~preexisting~~Preexisting antennasAntennas. Any tower or antenna for which a building permit, special use permit, or administrative review has been properly issued prior to the effective date of this title, including permitted towers or antennas that have not yet been constructed so long as such approval is current and not expired.
- ~~Preliminary development plan. A development suitability analysis and land use concept plan for planned unit or planned residential development which establishes the constraints and opportunities for development of a site, and sets forth in the form of written text, diagrams, and/or maps one or more development alternatives and the planning objectives to guide and control the future development of the site.~~
- (387) ~~Primary or Principal Use. The specific primary purpose or use for a property. The primary or principal use of a property may occur in one or more buildings.~~
- ~~Principal building. A building devoted to the principal use of the lot on which it is situated.~~
- (388) ~~Principal use~~Use. The main or primary purpose for which a structure or lot is designed, arranged or intended, or for which it may be used, occupied or maintained (compare "accessory use").
- (389) ~~Printing and Publishing. A commercial facility which reproduces a large quantity of copies of books and other printed material. Does not include a facility which provide custom copy and printing services.~~
- (390) ~~Prison or Custodial Institution. A place where persons convicted or accused of crimes are confined.~~
- (391) ~~Processing. To subject to some special process or treatment, as in the course of manufacture; to change the physical state or chemical composition of matter.~~
- (392) ~~Production, craftwork~~Craftwork. Establishments primarily engaged in on-site production of goods by hand manufacturing, involving the use of hand tools and small-scale equipment.
- (393) ~~Production, general~~General. This category includes general manufacturing or production activities, such as:
- (1)~~a~~. Manufacturing of products, from extracted or raw materials, or recycled or secondary materials, or bulk storage and handling of those products and materials. Examples include food, beverage and tobacco products, textiles, apparel, leather and allied products, wood products (including printing and related activities), paper, plastics, rubber, fabricated metal products, mined or

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quarried nonmetallic minerals (such as sand, gravel, stone, clay, and refractory materials, such as cement batch or concrete mixing plants), and transportation equipment. This does not include any activity listed under intensive high impact production.

~~(2)b.~~ Manufacturing of chemicals, primary metals, acetylene, cement, lime, gypsum or plaster-of-Paris, chlorine, corrosive acid or fertilizer, insecticides, disinfectants, poisons, explosives, paint, lacquer, varnish, petroleum products (including asphalt), coal products, plastic and synthetic resins and radioactive materials. This group also includes smelting, animal slaughtering, and oil refining.

~~(3)c.~~ Manufacturing of finished parts or products, primarily from previously prepared materials. Examples include: Machinery, computer and electronic product, electrical equipment, appliance, component manufacturing, furniture and related product, jewelry and silverware, dolls, toys, games, musical instruments, office supplies, signs, sporting goods and equipment, and similar uses.

~~(394)~~ Public ~~facility~~Facility. A public, civic, or institutional use facility used for the conduct of operations and services, including, but not limited to, offices, maintenance facilities, and recreational or cultural facilities.

~~(395)~~ Public ~~maintenance~~Maintenance facilityFacility. A governmentally owned facility providing maintenance and repair services for vehicles and equipment and areas for storage of equipment and supplies. This classification includes governmentally owned construction yards, equipment service centers, and similar facilities.

~~(396)~~ Public ~~nuisance~~Nuisance. Any condition defined as a public nuisance in ~~title~~Title 16 of the Fernley Municipal Code.

~~(397)~~ Public ~~safety~~Safety facilityFacility. A facility for public safety and emergency services, such as police, fire protection, police and fire training facilities, and ambulance and emergency services, administrative facilities for emergency medical care, and blood and organ banks. This includes accessory transportation services and the vehicle maintenance.

~~(398)~~ Public ~~way~~Way. The surface of, and the space above and below, any public ~~right-of-way~~street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, land, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the ~~city~~City~~within the area serviced by the owner of the antenna/tower/backhaul network.~~

~~(399)~~ Railroad ~~freight~~Freight yardYard or ~~building~~Building. A facility for freight pick-up or distribution by rail. This may include specialized services for railroad transportation including servicing, routine repairing (except factory conversion, overhaul, or rebuilding of rolling stock), and maintaining rail cars; loading and unloading rail cars; and independent terminals.

~~Ramada~~. Any roof or shade structure installed, erected or used above any part of a manufactured home, mobile home, recreational vehicle, lot, or space.

~~(400)~~ Real Estate Sales Office. An office or a model home used to sell homes or buildings while the property is under development.

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(401) Reconstruction. The act or process of reproducing by new construction the exact form and detail of a vanished building, structure, or object, or part thereof as it appeared at a specific period of time.

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Recreational facility, major. Large, generally outdoor facilities, such as: Outdoor roller or ice skating rinks, sports stadiums and arenas; amusement and theme parks; racetracks; driving ranges; swimming or wave pools; entertainment complexes; amphitheaters; drive-in theaters; outdoor archery or shooting ranges; riding stables; campgrounds; recreational vehicle parks; miniature golf; golf courses, driving ranges, and country clubs, marinas, and similar facilities.

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Recreational facility, minor. Buildings or structures principally devoted to recreational activities or nongambling games, leisure and recreation services to the public or to members. Examples include the following uses when they are conducted indoor: ice or roller skating rinks, bingo parlors, billiard parlors, bowling centers, pool rooms, miniature golf courses and amusement arcades, tennis clubs, indoor and outdoor play courts, horseback riding facilities, indoor archery or shooting facilities, batting cages, go-cart or dirt bike courses, miniature golf or putt courses, skateboard areas, and water slides or water parks.

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(402) Recreation (Active). Recreational activities that require the use of special facilities, courses, fields, or equipment such as baseball, football, and soccer.

(403) Recreation (Passive). Recreational activities that do not require repared facilities like sports fields or pavilions such as walking, hiking, picnicking, and nature observation.

(404) Recreational/Amusement Facility (Inside). An enclosed facility or area for sport, entertainment, games of skill, or recreations to the general public for a fee. Examples include, but are not limited to: theaters (without drive-in), bowling alleys, video arcades, indoor miniature golf, roller and ice skating rinks, game courts, swimming pools, indoor gun ranges, and instruction for gymnastics, karate, and like activities/uses.

(405) Recreational/Amusement Facility (Outside). An outdoor facility or area for sport, entertainment, games of skill, or recreations to the general public for a fee. Examples include, but are not limited to: game courts, water slides, miniature golf courses, drive-in theaters, batting cages, practice/instructional fields, driving ranges, gun ranges, and stadiums.

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(406) Recreational vehicle~~Vehicle~~. A vehicular type ~~unit~~ primarily designed as temporary living quarters for travel, recreational, or camping use which may be driven or towed on a highway, and which may be self-propelled, mounted upon, or drawn by a motor vehicle. Recreational vehicle includes any travel trailer, camping trailer, motor home, pickup coach, slide-in camper, or other trailer. For the purposes of the title, "recreation vehicle" may also include any utility trailer, boat, personal watercraft, all-terrain vehicle, or other similar instrument use for recreational purposes.

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(407) Recreational vehicle~~Vehicle~~ park~~Park~~. A parcel or tract of land, having as its principal use the transient rental or occupancy of space for no more than 90 days by two or more recreational vehicles, including accessory buildings, structures, or uses customarily incidental to recreational vehicles.

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(408) Recreational vehicle~~Vehicle~~ space~~Space~~. A portion of land within a recreational vehicle park used or intended to be used for the transient parking of one recreational vehicle, including permitted accessory uses and structures.

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(409) Recreational vehicle~~Vehicle~~ storage~~Storage~~. The keeping or storage of any privately owned recreational vehicle on a lot or parcel of land.

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(410) ~~Recycling plant~~Plant. A facility in which recyclable material only is collected, processed, separated, and/or baled in preparation for shipment to others who will use those materials to manufacture new products. Recyclable material includes metals, glass, plastics, wood, paper, and other similar materials that may be used in the manufacture of new products. Recycling plants shall not collect vehicles for salvage, hazardous materials, compost, or rubbish.

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(411) Redevelopment. Development on a tract of land with existing structures where all or most of the existing structures would be razed and a new structure or structures built.

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(412) Rehabilitation. The act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those features of the property significant to its historical, architectural, and cultural values.

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~~Regional utility corridor~~. A planning designation assigned to a utility easement that contains or is proposed to contain one or more electrical transmission lines. The width of a regional utility corridor shall be equivalent to the width of the easement required by the responsible utility.

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(413) Remediation servicesServices. Establishments primarily engaged in one or more of the following:

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(1)a. Remediation and cleanup of contaminated buildings, mine sites, soil, or ground water;

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(2)b. Integrated mine reclamation activities, including demolition, soil remediation, waste water treatment, hazardous material removal, contouring land, and revegetation; and

(3)c. Asbestos, lead paint, and other toxic material abatement.

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(414) ~~Renewable energy~~Energy productionProduction. Energy produced by converting wind energy, solar energy, geothermal or other non-fossil fuel and associated control or conversion electronics/system and is intended primarily to be connected and sold to the electrical grid system for consumption off-site. Energy production supplying more than 100 percent of the customer's average annual consumption at the site is considered a utility.

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~~Renewable energy production—Utility~~. Energy produced by converting wind energy, solar energy, geothermal or other non-fossil fuel and associated control or conversion electronics/system and is intended primarily to be connected and sold to the electrical grid system for consumption off-site. Energy production supplying more than 100 percent of the customer's average annual consumption at the site is considered a utility.

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~~Renewable energy production—Private~~. Energy produced by converting wind energy, solar energy, geothermal or other non-fossil fuel and the associated control or conversion electronics/system and is intended primarily to reduce on-site consumption of public energy. Energy production shall supply no more than 100 percent of the customer's average annual consumption at the site to be considered private.

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(415) Renovation. Modernization of an old or historic building that may produce inappropriate alterations or eliminate important features and details.

(416) Renovation (Major). An addition or renovation project to an existing structure that will contain a nonresidential use where the total gross floor area of the proposed addition is more than 50 percent of the total gross floor area of the existing structure before addition or renovation.

(417) Renovation (Minor). An addition or renovation project to an existing structure that will contain a nonresidential use where the total gross floor area of the proposed addition is less than 50 percent of the total gross floor area of the existing structure before addition or renovation.

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~~Required area.~~ The minimum area of a lot or parcel necessary to permit its use under the provisions of this title, and means for the purposes of this title: Any lot shown as part of a subdivision recorded as a final plat in the manner provided by law; or any parcel of land separated as a lot prior to the adoption and effective date of the original city land use ordinance. Any lot or parcel of land which has an area not less than that required in the respective zoning district.

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(418) Research and development~~Development~~. The investigation into the natural, physical, or social sciences, and that includes product development or testing. This does not include research, engineering or similar activities that occur indoors in an office environment, which is classified separately under "Commercial/mixed-use—Office," above.

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(419) Residence. See "~~dwelling~~Dwelling."

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(420) Residentially zoned~~Zoned property~~Property. A parcel of land that is zoned RR, SF, MDR14 and MF.

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(421) Resort, ~~dude~~Dude/guest~~Guest ranch~~Ranch. An establishment that provides:

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- (1)~~a.~~ Horseback riding and/or related outdoor recreational facilities such as swimming, tennis courts, shuffleboard courts, barbecue and picnic facilities;
- (2)~~b.~~ Dining facilities intended primarily for use by guests; and
- (3)~~c.~~ Guest rooms limited to persons using the outdoor recreational facilities. This does not include boarding or rooming house, hotel or motel.

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This does not include bars and restaurants that cater primarily to those other than guests, such as including drive-through or drive-in restaurants.

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~~Resource-efficient irrigation.~~ The application of water to a specific area based on plant requirements.

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~~Resource-efficient landscaping.~~ A method of landscaping intended to conserve water and other natural resources by encouraging the following principles: Practical turf areas. The use of water-conserving plant material. The grouping of plants with similar water requirements. An irrigation system designed to meet plant needs. The installation of permeable hard surfaces to encourage ground-water recharge and re-use, and to discourage run-off. The use of water harvesting techniques. The use of mulches. The use of soil amendments. Soil analysis.

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~~Resource-efficient landscaping material.~~ Any of the following material: Living material, including, but not limited to, turf grass, ground covers, shrubs, vines, hedges, or trees which have been identified as those which are drought tolerant or low water use varieties, indigenous to or adaptable to this climate, and which can survive, once established, on minimal irrigation or natural rainfall; and nonliving material including, but not limited to, rocks, gravel, sand, tile, bricks, bark, decorative concrete, and wood.

(422) Restaurant. A ~~structure~~retail business where food and drink are prepared, served, and consumed. May include take-out, drive-in, and/or sit-down service.

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(423) Restoration. The act or process of accurately recovering the form and details of a property and its setting as it appeared at a particular period of time by means of removal of later work or by the replacement of missing earlier work.

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~~Retail sales.~~ The sale of goods or commodities to members of the general public.

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~~(424) Retail, generalGeneral.~~ An establishment engaged in sale or rental of goods, such as: general merchandise, apparel, appliances, auto parts/tires, bicycles, books, electronics, firearms, florists, furnishings, gifts and novelties, hardware, health and personal care (such as pharmacies, cosmetics and optical) , heating and plumbing equipment, hobby, jewelry, luggage and leather goods, music, office supplies, pawn shops, pets, sporting goods, stationary, tobacco sales, and entertainment media (such as videos, compact discs, DVDs, or computer games), used merchandise, arts and crafts, beer or liquor (see Fernley Municipal Code [Title 10](#)), or similar items. This includes artist studios that both create and sell visual artwork for noncommercial use. This classification includes the retail sale or rental of merchandise not specifically listed under another use classification. ~~Merchandise is typically sold from locations known as storefronts, stand-alone buildings, department stores, warehouse clubs, variety stores, superstores, swap meets or flea markets, auctions, or consumer goods rental/general rental centers.~~

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~~(425) Reversion to Acreage.~~ A process where the lot lines of two or more lots are removed or relocated to form a single larger parcel or site.

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~~(426) Re-vegetation~~Revegetation. The stabilization of disturbed or graded soils after construction by replanting with indigenous plant species or other drought-tolerant, low water-consumptive plant materials appropriate for the climatic zone.

~~(427) Roof Line. The top edge of the roof, top of the parapet, top of mechanical equipment, or any structure which is an integral part of the building forming the top line of the building silhouette.~~

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~~(428) Room.~~ An unsubdivided portion of the interior of a dwelling, excluding bathrooms, kitchens, closets, hallways and porches.

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~~Rotor diameter. Cross sectional dimensions of the circle swept by the rotating blades of a wind generator.~~

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~~(429) Run-off~~Runoff. That part of precipitation which flows over the land without filtering into the soil.

~~(430) Salvage or Reclamation of Products. An indoor facility or area for storing, keeping, selling, dismantling, or salvaging scrap or discarded material or equipment including metal, paper, tires, bottles, inoperable or wrecked motor vehicles, machinery, structural steel, equipment, or appliances. Includes recycling of recoverable resources (paper products, glass, and/or metal cans).~~

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~~Sanitary station. A facility used for removing and disposing of wastes from recreational vehicle holding tanks.~~

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~~(431) School (public~~Public, or privatePrivate, or Charter). An institution of learning which offers instruction in the several branches of learning required to be taught in the public schools of the state.

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~~(432) School (Vocational or Trade). A business operating for profit and offering instruction and training in a service or art (barber college, commercial art school) or offering instruction and training in a trade (welding, brick laying, machinery operation).~~

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~~(433) Screening device~~Device. Includes, but is not limited to, any fence, hedge, wall, or barrier made of living, non-living, or a combination of living and non-living materials, either fixed in place or temporary.

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~~Seeding. The application of seed onto a prepared surface.~~

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~~(434) Senior Housing. Specific units in a development restricted to residents over a certain age (55 and over).~~

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(435) Setback. The required minimum distance between the property line, street right-of-way line, or edge of sidewalk to the nearest portion of the structure on the property (see definitions of front setback, side setback and rear setback below). See chapter Chapter 32.09 for the regulations pertaining to allowed structures within, or projections into a setback. (~~chapter 32.02~~Chapter 32.02) ~~Note: Compare "yard" below. The setback is the required distance between the lot line (or other point of measurement) to the building. A "yard" is the actual distance from that point to the building. In practice, the yard often extends past the required setback (in the case of a minimum setback).~~

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(436) Setback, frontFront. The ~~setback extending~~required minimum distance from the front lot line to any building or structure. The "front lot line" is the property line of any lot or parcel that abuts the street right of way. If there is an existing sidewalk, or a sidewalk designated on the subdivision plat or the city's capital improvements program, the front lot line is considered the edge of the sidewalk furthest from the street for purposes of measuring the front setback.

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(437) Setback, rearRear. The ~~setback extending~~required minimum distance from the rear property line to any building or structure.

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(438) Setback, sideSide. The ~~setback extending~~required minimum distance from a side lot line to any building or structure.

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~~Sexual encounter center. Any business, agency or person who, for any form of consideration or gratuity, provides a place for two or more persons, not all members of the same family, to congregate, assemble or associate to engage in "specified sexual activities" or exposing "specified anatomical areas."~~

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(439) Shade treeTree. A large deciduous plant with a mature crown diameter of at least 15 feet and having a trunk that, at maturity, is kept clear of leaves and branches at least six feet above grade.

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(440) Shed. A structure that is subordinate to the principal building, and designed or used to store lawn, garden, pool care or other household equipment. A shed may be built onsite, or purchased pre-built or as a kit in pre-fabricated sections. A shed is not served by heat or plumbing and may or may not have a permanent foundation.

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(441) Shipping containerContainer. A standardized reusable steel intermodal container commonly used for the storage and movement of materials and products in a global containerized freight transport system. Other names include container, storage container, freight container, ISO container, cargo container, hi-cube container, conex box and sea can. "Intermodal" ~~indicates that the container can be moved from one mode of transport to another.~~ "Shipping containers" ~~do~~Does not include rail box cars, truck trailers, or vehicular transport truck box enclosures which were manufactured as an integral part of a vehicle, or which have or had permanently affixed wheels.

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(442) Shopping Center. Any structure or group of structures housing commercial and/or retail uses including personal services, food service, and other ancillary uses with a minimum of 25,000 square feet of gross floor area.

(443) Short-Term Rental. The commercial use of a residential dwelling unit for dwelling, lodging, or sleeping purposes wherein any individual guest rents or occupies the entire dwelling unit or one or more individual rooms within the unit for a period of less than 31 consecutive calendar days. Property owners are required to have a City business license and pay any applicable lodging taxes. Does not include the rental or occupancy of a residential accessory structure, residential accessory dwelling unit, a tent, a trailer, or a mobile unit.

- (444) Sidewalk Café. The use of public sidewalks and public rights-of-way for the consumption of food and beverages.
- (445) Side yard. The area between the side lot line and the side of the residence closest to the property line and extending the length of the side of the residence. See Yard (Exterior Side) or Yard (Interior Side).
- (446) Sign. A design or device displayed to the public for the purpose of identifying, advertising, or promoting the interests of any person, persons, firm, corporation, or other entity by conveying an advertising message, a non-commercial message or attracting the attention of the public. Includes all part of the device including its structure and supports. Includes balloons, flags, banners, building wrap, pennants, streamers, canopies, or other devices which are used to attract the attention of the public, whether or not they convey a specific advertising message.
- (447) Sign (A-Frame). A temporary sign typically collapsible and constructed of metal with two sides attached at the top allowing the sign to stand in an upright position.
- (448) Sign (Abandoned). A sign that has not been maintained for a period in excess of 90 days after the cessation of the use for which the sign was advertising.
- (449) Sign (Animated). See "Sign (Changeable)"
- (450) Sign (Architectural Graphic). A painted design, mural, relief, mosaic, or similar feature of an artistic nature which is incorporated into the architectural design of a building and conveys no advertising message.
- (451) Sign (Area Identification). A permanent, decorative sign used to identify a neighborhood, subdivision, commercial or office complex, industrial district, or similar distinct area of the community.
- (452) Sign (Awning). Any sign that is part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover located over a door, entrance, window, storefront, or outdoor service area.
- (453) Sign (Back-to-Back). A structure with two parallel and directly opposite signs with their faces oriented in opposite directions. A back-to-back sign shall constitute one off-premises sign or billboard.
- (454) Sign (Banner). A temporary sign made of any rigid fabric-like material that is mounted to a pole at one or more edges or attached to a building, structure, or other vertical surface. National, state, or municipal flags are not considered banners.
- (455) Sign (Billboard). See "Sign (Off-Premises)"
- (456) Sign (Blade). A permanent sign mounted either to the wall of a building by means of a bracket or attached to the underside of a lintel, arch, or other overhead structure above a porch or walkway and which is typically hung perpendicular to the wall of the building.
- (457) Sign (Building Wrap). A sign applied to or painted on all or portion of a building exterior wall(s).
- (458) Sign (Cabinet). A permanent building-mounted or freestanding sign with its text and/or logo symbols and artwork on a translucent face panel that is mounted within a metal frame or cabinet that contains the lighting fixtures which illuminate the sign face from behind.
- (459) Sign (Canopy). A sign affixed or applied to the exterior facing surface of a building or freestanding canopy. Canopy signs may not project above the roof line. Signs attached to a canopy will be considered a wall sign when flashed back to the canopy.
- (460) Sign (Changeable). A sign whose informational content can be changed or altered by manual, electric, electromechanical, or electronic means. Changeable signs include:

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- a. Manually Activated. Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered by manual means.
 - b. Electrically Activated. Signs whose alphabetic, photographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments including fixed message electronic signs and computer controlled variable message electronic signs.
 - c. Mechanically Changeable Signs. Signs that contain mechanically driven changeable segments.
- (461) Sign (Community Directory). A sign or group of signs designed as a single display which gives information.
 - (462) Sign (Directional). A permanent sign which directs the flow of traffic or pedestrians on private property.
 - (463) Sign (Directory). A sign or a group of signs designed as a single display which gives information about the location of businesses, buildings, or addresses within a residential, office, commercial, or industrial complex.
 - (464) Sign (Drive-Through). Any permanent sign accessory to an allowed drive-through facilities.
 - (465) Sign (Flashing). A sign which uses blinking, flashing, or intermittent illumination either direct, indirect, or internal.
 - (466) Sign (Freestanding). A sign that is supported by its own structure apart from a building.
 - (467) Sign (Illegal). A sign that does not comply with the requirements of this Development Code and that has not received lawful nonconforming status or has lost its lawful nonconforming status.
 - (468) Sign (Inflatable). Any device that is supported by air pressure or inflated with air or gas which is used to attract the attention of the public whether or not it displays any specific advertising message.
 - (469) Sign (Light Pole Banner). A temporary sign displayed from or hung on streetlight poles from a permanently affixed mounting bracket/holder.
 - (470) Sign (Mobile). A sign attached to or suspended from any type of vehicle other than normal identification of the business owned and served by the vehicle.
 - (471) Sign (Monument). A low-profile freestanding sign with the sign face attached directly to a solid base that is equal to or larger than the width of the sign face. Monument signs are intended for viewing by vehicles travelling on a collector or arterial street.
 - (472) Sign (Multi-Tenant Development). A sign on the site of a multi-tenant development identifying the name of the development, the address of the development, and two or more tenants within the development.
 - (473) Sign (Official). Any sign erect by or at the direction of a governmental agency.
 - (474) Sign (Off-Premises). A sign which is not on the same property as the business it is advertising. Also known as billboards.
 - (475) Sign (On-Premises). A sign on the same property as the business it is advertising.
 - (476) Sign (Pennant). A temporary sign made of any lightweight plastic, fabric, or other material whether or not it contains a message of any kind, suspended from a rope, wire, string, or other similar device designed to move in the wind.
 - (477) Sign (Permanent). Any sign that is designed, constructed, and affixed at the site in such a manner that it cannot be conveniently moved from place to place.

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- (478) Sign (Pole). Any sign that is supported by a pole or poles and otherwise separated from other structures, buildings, and the ground.
- (479) Sign (Portable). Any sign that is designed and constructed in such a manner that it can conveniently be moved from place to place. This definition shall include cardboard, paper, fabric, canvas, and plastic banners and signs.
- (480) Sign (Projecting). Any sign other than a wall sign that projects from and is supported by a wall of a building or structure.
- (481) Sign (Pylon). A tall free-standing sign, usually double-faced and internally illuminated, mounted on two or more poles.
- (482) Sign (Roof). Any sign located on the roof of a building and either supported by the roof or by an independent structural frame.
- (483) Sign (Stacked). Two or more off-premises signs affixed to the same standards which are not back-to-back signs and which vary in height from the ground.
- (484) Sign (Temporary). A sign which is not permanently mounted and is designed and constructed in such a manner that it can be conveniently moved from place to place for use for a limited time only.
- (485) Sign (Wall). A sign attached to or erected against the wall of a building or structure with the exposed face of the sign in a parallel plane to the plane of the wall.
- (486) Sign (Window). A sign that is attached, affixed, or placed and intended to be seen in, on, or through a window or door and is visible from the exterior of the building.
- (487) Sign (Yard).
- a. A small temporary sign typically made of corrugated plastic and supported on an H-shaped wire frame.
 - b. A sign mounted on a single post installed securely in the ground with a small sign hanging from a crossbar mounted parallel to the ground.
 - c. A large (typically wood) sign mounted on two posts installed securely in the ground.
- (488) Sign Facing or Surface. The surface of a sign upon, against, or through which the message is displaced or illustrated.
- (489) Sign Permit. A permit issued by the City of Fernley authorizing the installation, modification, or removal of signage.
- (490) Sign Structure. Those parts of a sign designed to support it in place.
- Single family dwelling. A building containing one kitchen designed and/or used to house only one family, including necessary employees of the family. See use matrix (chapter 32.06). A "single family dwelling" includes any manufactured or modular home as defined in chapter 32.07 (manufactured homes).
- (491) Single-Room Occupancy. A commercial residential hotel providing sleeping and living facilities that may rent on a weekly or monthly basis as a primary residence with cooking and sanitary facilities provided within the individual units.
- (492) Site. A parcel or combination of parcels or lots which share a common development plan or which are dependent upon one another for access, parking, or utilities.
- Site area. The surface area of a development project including public right-of-way areas between property lines and paved sidewalks or streets.
- (493) Site frontage~~Frontage~~. The combined frontage of multiple, adjoining lots that are subject to a single application.
- (494) Site Plan. The development plan for one or more lots on which is shown the existing and proposed conditions of the lot, typically including topography, vegetation, drainage, floodplains, landscaping and open spaces, walkways, access, circulation,

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utility services, buildings and structures, signs lighting, buffers and screening devices, surrounding development, and any other information that the Administrator may reasonable require in order for an informed decision to be made by the deciding body.
(495) Slope. The deviation of a surface from the horizontal, usually expressed in percent, degree, or as a ratio of horizontal distance (run) to vertical distance (rise or drop) of a slope.

(496) Small wireless-Wireless facilitiesFacilities. See "wireless-Wireless facilitiesFacilities, smallSmall."

Smog shop. Stations authorized to perform emissions tests and complete emissions-related repairs as long as the station has a 2G license from the State of Nevada. Other stations with a 1G license from the State of Nevada, may perform tests but are prohibited from performing emissions-related repairs.

(497) Social assistanceAssistance, welfareWelfare, and charitable-Charitable servicesServices. Establishments that provide social assistance services directly to clients such as children, elderly persons, disabled persons, homeless persons, or veterans. Social assistance may include:

(1)a. Food, medical relief, counseling or training. Examples include adoption agencies, youth centers (except recreational only), child guidance organizations, youth self-help organizations, foster care placement services, community action services agencies, marriage counseling services (except by offices of mental health practitioners), crisis intervention centers, multipurpose social services centers, family social services agencies, self-help organizations (except for disabled persons, the elderly, persons diagnosed with intellectual and, developmental disabilities), family welfare services, suicide crisis centers, hotline centers, telephone counseling services, community food services (includes collection, preparation, and delivery of food, clothing and blankets for needy persons); and

(2)b. Housing services including short term emergency shelter for victims of domestic violence, sexual assault, or child abuse; temporary residential shelter for the homeless, runaway youths, and patients and families caught in medical crises; or transitional housing for low-income individuals and families.

(498) Solar energyEnergy. Equipment that converts and then stores or transfers energy from the solar into usable forms of energy. Solar energy includes either solar photovoltaic, solar thermal or any system that converts solar energy to usable forms of energy. This equipment is any substance or device which collects, stores or distributes solar energy for the use in heating or cooling of a structure or building, the heating or pumping of water, or the generation of electricity and all the associated equipment for the operation of the system.

Solar photovoltaic (PV). Production of electricity through the conversion of direct sunlight.

Solar thermal systems. Use of the sun to heat water or heat transferring fluids. Each system is comprised of two parts: Solar collection (panel) or reflective panel and storage tank. Systems that use active solar require the use of electricity for pumps and circulation and require flat panel collectors similar to PV. Passive solar water heaters do not have electrical components and rely on direct sun heating the collector panel.

(499) Solid waste-Waste disposal-Disposal siteSite/facilityFacility. The location and facility at which the collection, storage, treatment, utilization, processing, or final disposal of wastes occur.

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(500) Special Event. Any show, exhibition, fair, carnival, theatre, or similar activity of a temporary nature.

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Specified anatomical areas. Less than completely and opaquely covered human genitals, pubic region; buttock; and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state, even if completely and opaquely covered.

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Specified sexual activities. Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following depicted sexually oriented acts or conduct: anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zoerasty; or clearly depicted human genitals in a state of sexual stimulation, arousal or tumescence; or use of human or animal masturbation, sodomy, oral copulation, coitus, ejaculation; or fondling or touching of nude human genitals, pubic region, buttocks or female breast; or masochism, erotic or sexually oriented torture, beating or the infliction of pain; or erotic or lewd touching, fondling or other contact with an animal by a human being; or human excretion, urination, menstruation, vaginal or anal irrigation.

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(501) Stable (Commercial). Barns and equestrian facilities to house horses and provide riding classes or equestrian activities to the public.

(502) Stable (Private). A stable to house horses for the private use of the owner.

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Stand. A vehicle, trailer or temporary structure used for the sale of goods or services.

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(503) Standards. Mandatory regulations. Standards are indicated by use of the terms "shall" and "must."

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(504) Stockpiling. The temporary outdoor storage of soil, paving materials, wood, or other similar displaced materials generated during a construction project which is located in the public right-of-way or on a separate parcel. This includes the temporary storage of vehicles and supplies related to the associated construction project.

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(505) Street. A public or private thoroughfare which affords a primary means of access to abutting property. A way for vehicular access and address assignment whether designated as a street, freeway, highway, parkway, throughway, road, avenue, drive, lane, boulevard, place, or however otherwise designated. Does not include alleys or driveways.

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(506) Street (Collector). A street functional classification which relates to Master Plan documents and design standards. Collectors link local streets in neighborhood areas to arterial streets and provide access to abutting properties.

(507) Street (Cul-De-Sac). A minor street with only one outlet which provides for an adequate turning area for vehicular traffic at its terminus.

(508) Street (Local). A low speed, low traffic volume street that provides access to abutting properties in neighborhoods.

(509) Street (Major Arterial). A functional classification for a street that accommodates large volumes of through traffic between city districts. Direct access is discouraged to individual properties, although limited access to major projects is allowable, provided such access does not compromise the roadway's ability to handle large volumes of through traffic.

(510) ~~Street (Minor Arterial). A minor arterial provides traffic access between neighborhoods and city centers. The minor arterial street is subject to some access control, channelized intersections, and parking restrictions.~~

(511) ~~Street (Private). A street which is to be owned and maintained by parties other than the city or other government agency.~~

(512) ~~Street (Public). A street owned by the city or other government agency.~~

(513) ~~Structure. Anything which is built or constructed, an edifice or building of any kind or any piece of work, artificially built up or composed of parts joined together in a definite manner. "Structure" does not include a tent, trailer, mobile home, or vehicle.~~

(514) ~~Storage/~~processing~~Processing of hazardous-Hazardous materialsMaterials. A facility where hazardous waste is received and either stored or processed for transportation to another place for recycling, re-use, incineration or final disposal. See "Hazardous Waste Facility"~~

(515) ~~Subdivision. Any vacant or improved land which is divided or proposed to be divided into five or more lots, parcels, sites, units, or plots for the purpose of any transfer, development, or any proposed transfer or development.~~

(516) ~~Substandard developmentDevelopment. A lawfully improved lot or parcel, including any structures on the lot or parcel, which does not satisfy the current provisions of this title regarding use, setbacks, height restrictions, parking, landscaping, signs, or other site development standards.~~

(517) ~~Tasting roomRoom. A retail business where alcoholic beverages are provided for on-site consumption for the purpose of marketing alcoholic beverage brands to the general public. Tasting rooms may be established either as a separate off-site retail space or an area within a winery, brewery or distillery. A tasting room usually consists of a standing bar or similar area within a commercial business that may offer samples to patrons, for sale or on a complimentary basis, in accordance with the state alcoholic beverage control licensing requirements. The use may include tastings of single or multiple brands, and sale of retail wares and alcoholic beverage products for off-premises consumption.~~

(518) ~~Tattoo parlorParlor. A facility which provides personal services such as tattoos, body painting, body piercing and other similar uses as the primary function.~~

~~Technical school. A specialized institution of learning which offers secondary or post-secondary instruction in business, trade, vocational, or other technical subject matter.~~

(519) ~~Temporary useUse. Temporary uses are intended to allow for the short-term placement of activities on privately owned property with appropriate regulations so that such activities will be compatible with the surrounding areas.~~

~~Temporary parking of mobile home. Any specified length of time less than 12 months.~~

(520) ~~Tentative Map. A map made for the purpose of submittal to the city for application of a subdivision showing the conceptual design of the proposed subdivision and the existing and proposed physical conditions in and around it.~~

~~Time share. A time share estate.~~

~~Time share estate. A right to occupy a unit or any of several units during three or more separated time periods over at least three years, including renewal options, coupled with a freehold estate or an estate for years in a time share property or a part of that property.~~

~~Time share instrument. One or more documents, by whatever name denominated, creating or regulating time shares.~~

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~~Time share license. A right to occupy a unit or any of several units during three or more separated time periods over a period of at least three years, including renewal options, not coupled with a free hold estate or an estate for years.~~

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~~Time share owner. A person who is an owner or co-owner of a time share other than as security for an obligation.~~

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~~Time share property. One or more time share units subject to the same time share instrument, together with any other real estate or rights appurtenant to those units.~~

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~~Time share unit. A unit in which time shares exist.~~

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~~(521) Tiny House. A dwelling or accessory dwelling that is 400 square feet or less in floor area, not including lofts.~~

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~~Title loan. A pawnbroker who loans money only on the security of any vehicle or other transportation device for which a bill of sale, title or registration can be provided.~~

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~~(522) Title loan loan establishmentEstablishment. A business whose primary function is to lend money on the security of any vehicle or other transportation device for which a bill of sale, title or registration can be provided. (NRS ch-Chapter 604A)~~

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~~Total height. For purposes of the renewable energy regulations of chapter 32.07, vertical distance from the ground level to the tip of a wind generator blade when the tip is at its highest point of a wind generator or the highest point of the overall structure. (Chapter 32.07, renewable energy.)~~

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~~Tower[, wind energy]. monopole, freestanding, or guyed structure that supports a wind generator. (Chapter 32.07, renewable energy.)~~

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~~Tower[, utility]. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any structural support.~~

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~~Tower height. For purposes of the renewable energy regulations of chapter 32.07, height above grade of the fixed portion of the tower, excluding the wind turbine itself. (Chapter 32.07, renewable energy.)~~

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~~(523) Towing and Impound Yard. A facility where towing trucks are stored and where towed vehicles are stored on a temporary basis.~~

~~(524) Traffic Calming. The combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.~~

~~(525) Traffic Study. A report analyzing anticipated roadway conditions with and without an applicant's development. May also include a parking study and overall access management plan for the development site.~~

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~~(526) Trailer. A vehicle without motive power designed to carry property or passengers wholly on its own structure and to be drawn by a motor vehicle.~~

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~~(527) Transitional living-Living facilityFacility. A residence that provides housing and a living environment for persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.~~

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(528) ~~Transfer station~~Station. A fixed facility where non-hazardous wastes are taken from collection vehicles, temporarily stored, and ultimately relocated to a permanent disposal site. It does not include an incineration facility.

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(529) ~~Transportation passenger~~Passenger terminalTerminal. ~~Facilities for passenger transportation operations, and holding facilities, which includes rail stations, bus terminals, urban and regional transit stations and scenic and sightseeing facilities, but~~Any premises for the housing and/or parking and maintenance of buses or other vehicles used for the movement of people and where passengers are picked up or discharged. ~~does~~Does not include airports and heliports. This includes incidental maintenance and accessory parking facilities. This does not include bus shelters, which are permitted in all districts.

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(530) ~~Travel center~~Center/Truck Stop. A development oriented to the service of trucks, including the sale of fuel to truck drivers, and provision for support facilities for truck drivers including, but not limited to, eating, sleeping, truck repair, truck wash, and parking facilities. Travel centers are designed to accommodate trucks and truck drivers, ~~and but~~ may also be utilized by non-truck traffic and the interstate traveler. This facility allows for the temporary, daily, or overnight parking (excluding for the loading and unloading of cargo) of commercial motor vehicles which are en-route to or from a destination along an interstate freeway system, for free or for a fee that may be independent of any other use on the premises.

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(531) ~~Travel trailer~~Trailer. A vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreation and vacation use, having a body width not exceeding eight feet and body length not exceeding 32 feet.

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(532) Trip. A one-way movement of vehicular travel from an origin to a destination.

(533) Trip Generation. The attraction or production of trips caused by a certain type of land development.

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(534) Truck. A motor vehicle used for the transportation or delivery of goods with a body built and designed for that purpose, and every motor vehicle designed and used primarily for drawing a trailer or other vehicle and is not constructed so as to carry a load other than part of the weight of the trailer or vehicle drawn.

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(535) Truck Terminal. A business, service, or industry involving the use of commercial vehicles in the loading, unloading, and transportation of cargo. May also include the fueling, maintenance, servicing, storage, or repair of commercial vehicles or the storage of cargo. Does not include "Travel Center/Truck Stop".

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~~Tuck-under garages. Garages dedicated for use by residents of individual units within a multifamily building, such as a townhome or apartment complex, that occupy the first floor (either partially or in its entirety) of a multi-floor building and are usually clustered into large groups of garages with each unit's garage being accessed via separate garage doors from the alley or street.~~

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(536) ~~Turf grass~~Grass. Any species of grass that grows together and can be mowed, planted, and maintained in areas of pedestrian, aesthetic, or recreational activity.

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~~Uncovered structure. A structure with walls on at least two sides, and that does not have a roof.~~

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(537) Undisturbed. The ground surface in its original, natural state before any grading, excavation, or filling.

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(538) ~~Unenclosed structure~~Structure. A structure that has no walls and is designed principally for outdoor use, such as a deck, porch, patio, or trellis.

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(539) Unit. Any portion of real property designated for separate use.

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(540) ~~Urban agriculture~~Agriculture. Includes:

- (1)a. *Community garden*: A site operated and maintained by a group to cultivate trees, herbs, fruits, vegetables, flowers, or other ornamental foliage for the following uses: Personal use, consumption, donation or off site sale of items grown on the site.
- (2)b. *Crop/limited agriculture*: An area of land managed and maintained by an individual or group of individuals to grow and harvest food crops, horticultural and limited animal products (including flowers, trees, bees and apiary products, and chickens) for off-site sale in locations where retail sales are an allowed use. Crop/limited agriculture may be a principal or accessory use.
- (3)c. *Community supported agriculture*: An area of land managed and maintained by an individual or group of individuals to grow and harvest food and/or horticultural products for shareholder consumption or for sale or donation. This does not include a personal garden.

(541) Urban Farm. The growing, raising, keeping, producing, and selling of agricultural, horticultural, viticultural, fruit and vegetable products, including bees and up to 12 fowl. See also "Urban Agriculture".

(542) Urban/Rural Interface. Areas where urban and rural development and uses meet and/or intermix.

(543) Use. The purpose for which land or a building is arranged, designed, or intended or for which either land or a building is or may be occupied or maintained.

(544) Utility, Alternative System. A common or individual solar, wind, or other non-fossil fuel utility system that requires a building permit for installation, is intended to reduce the costs of energy for a principal structure as an accessory use, and is not otherwise defined in this Chapter.

(545) Utility, ~~major~~Major. A building or other structure for water supply or wastewater treatment or the production of electricity, steam, air conditioning, hot water, or chilled water for consumption by the general public. Includes electric utility substations, electric lines 60kv or greater, and natural gas lines more than 100 psi.

(546) Utility, ~~minor~~Minor. All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm water, communications, electricity, transportation, gas, steam, and similar public services, and may include storage for vehicles and equipment necessary to provide those services. This includes facilities that are necessary to support legally established uses and involve only minor structures such as electrical distribution lines, switch boxes, transformer boxes, cap banks, and underground water and sewer lines. This does not include "~~communications-Communications facility~~Facility" or "~~wireless-Wireless communication-Communication tower~~Tower" as defined below, which refer to the point of transmission rather than distribution systems such as cable networks.

(547) Vacation (Type I). A process where the City abandons interest in any public right-of-way or easement.

(548) Vacation (Type II). A process where the City abandons interest in an easement for municipal utility (water or sewer) or controlled by the City.

(549) Variance. A grant of relief from the zoning, development, or design standards of this Code which permits construction in a manner that would otherwise be prohibited by this Code.

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(550) ~~Vehicle~~. An automobile, truck, boats watercraft, motorcycle, motorbike, recreational vehicle, snowmobile, tractor, or similar item, but not to include machinery or heavy equipment.

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(551) ~~Vehicle or equipment~~ ~~Equipment sales-Sales~~ and ~~rentalsRentals~~. A facility for the sale or rental of automobiles, motorcycles, trucks, motor homes and RV's, marine equipment, boats and recreational watercraft. This includes accessory parts and supplies, and storage and incidental maintenance.

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(552) ~~Vehicle towing-Towing~~ and ~~storage-Storage facilityFacility~~. Establishments primarily engaged in towing light or heavy motor vehicles, along with incidental services such as storage and emergency road repair services.

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(553) ~~Vertical mixedMixed-useUse~~. Refers to two or more land-use types within a building, occurring on different floors. A typical example of a vertical mixed-use building would incorporate active uses such as stores, offices, and restaurants at the street level and residential and/or office uses on the upper floors.

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(554) ~~Vicinity~~. The area within 1,500 feet of a property line.

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~~Visible light transmittance~~. An optical property that indicates the amount of visible light transmitted. The higher the visible transmittance, the more light is transmitted. A high visible transmittance is desirable to maximize daylight.

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(555) ~~Violation~~. The failure of a land use, building, structure, facility, or other development to be fully compliant with the regulations of this Code.

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(556) ~~Wall~~. See "~~fenceFence~~ or ~~wallWall~~."

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(557) ~~Wall (Decorative)~~. A wall that may include materials such as brick, stone, and similar materials at the discretion of the Administrator but shall not include smooth face CMU block, poured concrete, stucco, metal paneling, or similar materials.

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(558) ~~Wall (Retaining)~~. A wall designed and constructed to withstand lateral earth and hydrostatic pressures.

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(559) ~~Warehouse or Distribution Center~~. An enclosed structure for the loading, unloading, and storage of goods for distribution or transfer to another location. All storage is located inside. May include fulfillment centers where storage is combined with a call center.

~~Water harvesting system~~. Any combination of techniques that results in storm or flood waters captured on site, for later plant use or return to the water table.

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(560) ~~Weather or environmental~~ ~~Environmental monitoring-Monitoring stationStation~~. A facility with instruments and equipment that measures atmospheric conditions (typically to provide current weather information or a basis for weather forecasts), air or water quality, soil conditions, or similar variables.

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(561) ~~Wedding chapelChapel~~. A facility which is principally rented to perform wedding ceremonies. Facilities may include a chapel, dressing rooms, offices, reception facilities, and/or gardens.

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~~Wholesale distribution, warehousing and storage~~. The storage of goods, and the sale of goods to other firms for resale, including activities involving significant storage and movement of products or equipment. All storage activities are indoor. This may include fulfillment centers that combine storage with call centers.

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Commented [MR15]: Moved/Replaced to "Warehouse or Distribution Center"

(562) ~~Wind energy~~ ~~Energy conversion-Conversion systems-Systems~~ (WECS). Equipment that converts and then stores or transfers energy from the wind into usable forms of energy. This equipment is the aggregation of parts including the base, foundation, tower, generator, nacelle, rotor, blades, supports, guy wires and accessory equipment

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such as utility interconnect and battery banks, or other components used in the system.

~~Wind generator. Blades and associated mechanical and electrical conversion components mounted on top of the tower.~~

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~~(563) Winery/Microbrewery/Distillery. A place where wine is made and/or sold. A small brewery, winery, or distillery operated separately or in conjunction with a drinking establishment or restaurant.~~

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~~(564) Wireless facilities. Facilities, small. Has the meaning ascribed in 47 CFR Section 1.6002(l).~~

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~~(565) Wireless communication. Communication tower. Tower or antenna. Antenna. An antenna, alternative tower structure, and/or tower constructed and operated pursuant to section Section 32.07.480, not to include small wireless communications facilities. This definition is intended to encompass traditional macro wireless communications towers and associated structures, not small wireless facilities also known as small cell structures.~~

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~~(566) Wrecking Yard, Salvage Yard, or Junk Yard. A yard or building where automobiles, machinery, appliances, or other used commodities and equipment are stored, dismantled, and/or offered for sale as whole units or as salvaged parts.~~

~~(567) Xeriscape. Landscape characterized by the use of vegetation that is drought-tolerant or of low water use in character.~~

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~~(568) Yard. The space on a lot or parcel extending from the principal building to the nearest lot line. Yards are to be unoccupied and unobstructed unless specifically stated otherwise in this Code.~~

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~~(569) Yard, exterior. Exterior side. Side. The areas between the side wall of the building and side property line abutting a street right-of-way on corner lots.~~

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~~(570) Yard, front. Front. The yard lying between the front wall of the principal building and the front property line and extending across the full width of the lot or parcel.~~

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~~(571) Yard, interior. Interior side. Side. The area between the side wall of the building and the property line not abutting a street right-of-way.~~

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~~(572) Yard, rear. Rear. The yard between the principal building and the rear line and extending across the full width of the lot or parcel.~~

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~~(573) Yard, side. Side. The yard between the side lot line and the principal building and extending from the front yard line to the rear yard line.~~

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~~(574) Zoning. Regulatory tool adopted by the City to direct and shape land development activities and implement the Master Plan.~~

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~~(575) Zoning Map Amendment. An amendment to the official zoning map typically intended to change the zoning district designation of a particular parcel or lot.~~

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~~(b) Other parts of this title include specific definitions (see, for example, uses defined in the use table [chapter 32.06] and chapter 32.07 use standards; and chapter 32.10 signs). Those definitions supersede those in this section to the extent that they are inconsistent.~~

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~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.040050. - Abbreviations.

~~(a) ADA: Americans with Disabilities Act, 42 USC Subsection 12181 et seq., Pub. L 101-336 and implementing regulations at 28 C.F.R. parts 35 and 36.~~

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~~(b) ADT: Average Daily Trips~~

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~~(c) BMP: Best Management Practices~~

~~(d) CFR: Code of Federal Regulations.~~

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(e) Ft. or 'f': Foot or feet.

(f) HUD: United States Department of Housing and Urban Development.

(g) LOMR: Letter of map revision (see floodplain ordinance).

(h) Max.: Maximum; indicates that the value prescribed is the maximum allowed.

(i) Min.: Minimum; indicates that the value prescribed is the minimum required.

(j) MPO: The federally designated Metropolitan Planning Organization, or the Regional Transportation Commission of Lyon County.

(k) MUTCD: Manual on Uniform Traffic Control Devices published by the United States Department of Transportation, Federal Highway Administration.

(l) NRS: Nevada Revised Statutes.

(m) Sf: Square feet.

(n) USC: United States Code.

(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)

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Sec. 32.02.059060. - Technical ~~references~~References.

This section refers to various technical resources and external documents or regulations. These references are noted specifically below, are incorporated into this title by reference, and refer to the most recent version of the document or reference unless specifically noted otherwise.

TABLE 32.02.059060-1 - Technical References

Document/Regulation	Reference
AASHTO Green Book	American Association of State Highway and Transportation Officials (AASHTO), A Policy on the Geometric Design of Highways and Streets (Most Recent Edition)
AASHTO Guide for the Development of Bicycle Facilities	AASHTO, Guide for the Development of Bicycle Facilities (Most Recent Edition)
American Standard for Nursery Stock	American Nursery and Landscape Association, American Standard for Nursery Stock (Most Recent Edition)
Building Code	The City's adopted building code pursuant to Fernley Municipal Code Title 8 .
Fire Code	The most recent fire code adopted by the North Lyon County Fire Protection District.
NAC	Nevada Administrative Code. Any reference to a state administrative regulations refers to any amendment to that regulation, unless otherwise provided.

Document/Regulation	Reference
NRS	Nevada Revised Statutes. Any reference to a Nevada Statute refers to any amendment to that statute, unless otherwise provided.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.~~060~~**070**. - Computation of ~~time~~**Time**.

The time within which an act is to be performed shall be computed by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or legal holiday, that day shall be excluded. The following time related words shall have the meaning ascribed below:

- (a) "Day" means 24 hours, unless otherwise stated.
- (b) "Week" means seven calendar days.
- (c) "Month" means one calendar month.
- (d) "Year" means one calendar year, unless a fiscal year is indicated.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.080. – Mandatory and Discretionary Terms.

The words "shall" and "will" are always mandatory. The term "may" is discretionary.

Sec. 32.02.090. – Conjunctions.

Unless the context clearly indicates the contrary, conjunctions shall be interpreted as follows:

- (a) "And" indicates that all connected items or provisions apply; and
- (b) "Or" indicates that one or more of the connected items or provisions may apply singularly.

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Sec. 32.02.~~070~~**100**. - Rounding of ~~quantities~~**Quantities**.

All fractions of whole numbers are to be rounded to the nearest highest whole number when the fraction is one-half or more, and to the next lowest whole number when the fraction is less than one-half, except as otherwise provided in the development code. Residential density allowed by the underlying zoning district shall be rounded to the nearest lowest whole number.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.110. – Technical and Non-Technical Terms.

Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases that may have acquired a peculiar and appropriate meaning in law, city planning, or land development shall be construed and understood according to such meaning.

Sec. 32.02.120. – Tenses, Plurals, and Gender.

Whenever appropriate with the context, words used in the present tense include the future tense. Words used in the singular number include the plural. Words used in the plural number include the singular, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa.

Sec. 32.02.~~080~~**130**. - Zoning ~~district~~**District boundaries****Boundaries**.

Where uncertainty exists as to the boundaries of zoning districts, as shown, the following apply:

- (a) Boundaries are intended to parallel street lines or to follow lot or property lines as they exist at the time of passage of this title or amendments to this title, unless specifically shown otherwise.
- (b) In the event of further uncertainty, the administrator shall interpret intent as to the boundary location.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Sec. 32.02.099140. - Vacated ~~rights~~Rights-of-wayWay.

If a dedicated street or alley is abandoned, the regulations applicable to abutting properties apply to that portion of such right-of-way vacated.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

~~Sec. 32.02.100. - Severability.~~

~~If any provision of this title or its application to any person or circumstances, is held invalid, the remainder of this title, or the application or provision to other persons or circumstances not affected.~~

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

~~Sec. 32.02.110. - Relationship to other laws.~~

- ~~(a) Other laws - Private restrictions. This title does not impair or interfere with other regulations of effective state or local law, or with private restrictions on the use of land, improvements, and structures. Where this title imposes a greater restriction than that imposed by other law or by private restrictions, this title controls.~~
- ~~(b) Other regulations. This title is intended to cooperate with other city regulations, including, but not limited to, building, plumbing, electrical and fire prevention codes, and subdivision regulations. In all cases of doubtful interpretation or possible conflict, the proper interpretation of this title is that which favors consistency with other regulations.~~

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~

Commented [MR16]: Moved to 32.01 (General Provisions)

Commented [MR17]: Moved to 32.01 (General Provisions)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Ordinance

AGENDA ITEM:

(For Possible Action) Consideration, discussion, and possible action to approve Bill #350, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code to create a process to waive certain development standards in certain parts of town to aid in development and redevelopment efforts.

AGENDA ITEM BRIEF:

As currently written, the City of Fernley Development Code tends to discourage development or redevelopment in three focused areas of the City, including the downtown core. Many attempts to locate businesses in these areas have failed due to the over-burdensome nature of the codes related to parking, landscaping, and street improvements. There is currently no mechanism to provide relief for these requirements when it makes sense to do so. Therefore, the City of Fernley Planning Department and Engineering Department have worked together to create the proposed waiver process, which is discussed in more detail later in this report.

RECOMMENDED MOTION:

I move to approve Bill #350, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code as presented by staff and subject to the findings outlined in the staff report.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to deny Bill #350, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code because Finding #___ cannot be met for the following reason: _____.

BACKGROUND:

The City of Fernley Development Code includes methods to modify development requirements (Minor Modifications, Major Modifications, and Variances) but there is no mechanism to waive development requirements. While City Staff enforces development standards for all projects, there are times where the requirement for improvements hinders the ability to either develop a property or open a business. Two examples are provided below:

1. A resident came to the Planning Department wanting to open a yoga studio in a vacant unit near the intersection of Main Street and Highway 95A in downtown. Current code regulations require that a certain number of parking spaces be provided for the customers. However, the property did not have the needed spaces existing or the room to provide more parking spaces. Therefore, the yoga studio could not be approved and the unit is still vacant.

2. The owner of a property located at Highway 95A and Speedway Road approached the Planning Department wanting to develop his parcel. One of the required improvements to the site is the installation of curb, gutter, and sidewalk along the property frontages. This is a very typical requirement. However, the industrial area located along Speedway Road alternates between City of Fernley jurisdiction and Lyon County jurisdiction in several places. Lyon County has not required the projects in their jurisdiction install street improvements. The City Engineer felt that requiring the street improvements for this site would not be of any substantial benefit without similar improvements to connect to on adjacent properties.

Both of the examples above illustrate the rare instances where it may not be in the City of Fernley's best interest to strictly adhere to the code. When this happens, most other jurisdictions have a waiver process for developers and/or business owners to follow.

The Planning and Engineering Departments have worked together to develop the proposed waiver process. In an effort to keep the use of waivers from being abused, stipulations have been included that restrict their use to certain specific areas of town for a limited type of development standards (see the table below).

Area	Waivers Permitted
Downtown, specifically the area bordered by the railroad tracks to the north, Cedar Street to the south, Dallas Lane and Miller Lane to the west, and Hardie Lane to the east.	• Curb, gutter, and/or sidewalk • Parking (number of spaces) • Landscaping
US95A/Speedway Road industrial park	• Curb, gutter, and/or sidewalk • Landscaping

Industrial areas along Lyon Drive, Salvadore Drive, Resource Drive, and Industrial Drive

- Landscaping

As with the existing modification processes allowed for in the Development Code, waivers would be approved by the Planning Commission in most instances. Waivers could be combined with other applications in which case the approval body of the development application would also approve the waiver. For example, a waiver combined with a Conditional Use Permit would be approved by the Planning Commission. If a waiver request is combined with a Tentative Subdivision Map, the waiver would ultimately be approved by the City Council.

FINDINGS:

In order to approve the proposed amendment, the following findings must be met:

1. The amendment is consistent with the City's Master Plan and otherwise consistent with state and federal law.

The creation of a limited waiver process is consistent with the following goals and/or action strategies of the Master Plan:

a) LU.1.5 – Promote infill development.

Any development within both the downtown area and the Lyon Drive industrial area would be considered infill development. Current development standards have proven challenging for some of the proposed developments within these areas. Therefore, the creation of a waiver process would be consistent with this Master Plan goal by allowing flexibility and making development in these areas more attainable.

b) LU.1.5.1 – Encourage the intensification of land use in the existing community core.

Fernley's "community core" includes the area surrounding the intersection of Main Street and Highway 95A which is also identified as the downtown area where waivers are specifically allowed. As mentioned throughout this report, the development of vacant sites and the redevelopment of the existing buildings or businesses can sometimes be a challenge due to current development standards. The proposed waiver process is, therefore, consistent with this Master Plan action strategy by eliminating the need for large parking lots and landscape in favor of increasing the intensity of the existing buildings. In addition, the waiver would make it easier to replace older buildings on small lots with a building consisting of a higher density.

In addition to the specific goals and/or action strategies discussed above, staff believes that the limited waiver process conforms to the overall spirit and intent of the Master Plan. In general, the Master Plan intends to allow such things as quality development, a vibrant downtown core, a diverse range of services, and job creation. All of these would be aided by the proposed waiver process and the increase in flexibility for the three areas of town facing some unique challenges.

2. Public notice was given, and a public hearing was held per the requirements of the Development Code and Nevada Revised Statutes.

The approval of the proposed waiver process will require two public hearings, one at both Planning Commission and City Council. Public hearing notices for each were sent per the Development Code and NRS regulations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Development Code Section 32.03.090

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill 350
2. Redlined Code Section

BILL #350
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 3, SECTION 090 (MODIFICATIONS AND APPEALS) OF THE FERNLEY DEVELOPMENT CODE TO CREATE A PROCESS TO WAIVE CERTAIN DEVELOPMENT STANDARDS IN CERTAIN PARTS OF TOWN TO AID IN DEVELOPMENT AND REDEVELOPMENT EFFORTS, AND OTHER MATTERS RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council”, DO HEREBY ORDAIN:

Section 1. Title 32, Chapter 3, Section 090 is hereby amended as follows:

Sec. 32.03.090. - Modifications and appeals.

Purpose. The development review procedures in this section are intended to allow relief and flexibility in the development review process. Generally, it is the intent of the city to allow reductions or deviations from the minimum standards of this Code only in exchange for a higher level of quality development and compensating benefits.

- (a) *Summary table.* Table 32.03.090-1, summary of modification options, summarizes the principal tools that are available to provide relief from the strict application of the standards in this Code. The table includes procedures that allow reduction, adjustment, or exemption from certain code standards, and applicable limitations.

Table 32.03.090-1 - Summary of Modification Options

Procedure	Decision Making Body	Description	Limitations
Major Deviation	Planning Commission	Allows major deviations from certain standards, see NRS 278.315.	Special exceptions greater than 10% and less than 50% from development standards that can be quantified, see Section 32.03.090.C.6.
Minor Deviation	Administrator	Allows minor deviations from certain standards, see NRS 278.319.	Special exceptions up to 10% from development standard that can be quantified, see Section 32.03.090.D.5.
Variances	Planning Commission	Allows deviation from any development standard (except allowable use).	Hardship must be demonstrated. See approval criteria in Section 32.03.090.E.6.

Procedure	Decision Making Body	Description	Limitations
Waiver	Planning Commission – when a stand-alone application or part of an Administrative Review or Conditional Use Permit City Council – when part of a Tentative Subdivision Map	Allows the complete waiving of certain development standards under unique circumstances	Available only for the following standards within predetermined portions of the City: Curb/gutter/sidewalk Parking Landscaping See Section 32.03.090(d).

- (a) *Major deviations.* Authorized pursuant to NRS 278.315.
- (1) *Applicability.* This section authorizes the planning commission to approve (see NRS 278.315):
- Special exceptions greater than ten percent and less than 50 percent from requirements for land use in this title; or
 - Special exceptions from development standards that can be quantified.
 - This section does not authorize a use variance, or a deviation based on hardship or difficulty. However, an applicant may combine a request for a variance with a major deviation, and the city may process both applications concurrently. The section does not apply to parking or sign regulations of this title.
- (2) *Initiation.*
- The applicant files an application for a major deviation with the administrator. The major deviation request may be combined with the underlying application for which it is requested. However, the underlying application will not be approved until the major deviation is approved, unless it is possible to comply with the standards associated with the underlying application without the major deviation.
- (3) *Completeness.* See [section 32.02.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
- The applicant; and each owner, as listed on the county assessor's records, of real property located within 500 feet of the property in question;
 - Notify minimum of the 30 separately owned parcels nearest the property in question as listed on the county assessor's records; and
 - Notify each tenant of a mobile home park located within 500 feet of the property in question.
- (5) *Decision.*
- The planning commission will review the major deviation at a hearing. The hearing is held within 65 days after the filing of the application, unless a longer time or a different process of review is provided in a development agreement.
 - The planning commission may:

1. Grant the major deviation, which may be subject to conditions as provided in subsection (4);
 2. Deny the major deviation, with or without prejudice; or
 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a major deviation to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* If granting the approval of the major deviation, the planning commission must make findings that the proposed major deviation will be compatible with the existing or permitted uses of adjacent properties and is consistent with the City of Fernley Comprehensive Master Plan. The planning commission must conclude that:
- a. The request is consistent with the stated purposes of [title 32](#), zoning;
 - b. Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;
 - c. Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and
 - d. Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.
- (7) *Subsequent applications.* If the planning commission denies a major deviation, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar major deviation may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090](#)(e), appeals.
- (9) *Scope of approval.*
- a. Lapse of major deviation.
 1. A major deviation automatically lapses and becomes void one year following the date on which the major deviation became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the major deviation application.
 2. The administrator may renew the major deviation for an additional year if an application to renew the major deviation is filed with the administrator before the original expiration date.
- (10) *Revocation of major deviation.*
- a. A major deviation may be revoked by the planning commission for any of the following reasons:
 1. The recipient or his successor in interest violates any condition of the approval.

2. The approval was granted on the basis of false statements or a fraudulent application.
 3. The development as modified becomes a public nuisance.
- (11) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.
- (b) *Minor deviations.*
- (1) *Applicability.* This section allows deviations of less than ten percent from requirements for land use in this title. Does not apply to the sign chapter of this title.
 - (2) *Initiation.*
 - a. The applicant files an application for a minor deviation with the administrator. The minor deviation request may be combined with the underlying application for which the minor deviation is requested.
 - (3) *Notice.*
 - a. The applicant for a minor deviation must provide the written consent of the owner of any real property that would be affected by the deviation.
 - (4) *Decision.*
 - a. The administrator will approve, approve with conditions or deny the deviation. No public hearing is required.
 - b. The applicant must obtain the written consent of the owner of any real property be affected by the minor deviation. This includes any abutting property, unless the administrator determines that existing natural or man-made barriers or other factors resolve any potential impacts resulting from the deviation.
 - (5) *Approval criteria.*
 - a. The deviation shall not change any points of ingress or egress to the site or exceed the density.
 - b. The deviation shall not impair the purpose of the zoning district or any district regulations.
 - c. Any changes that might be affected by fire, building or health regulations must be reviewed and approved by the responsible agencies before any deviation is granted.
 - d. The administrator may require mitigation measures to address potential impacts arising from the deviation.
 - (6) *Subsequent applications.* No restriction.
 - (7) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
 - (8) *Scope of approval.* After a minor deviation is approved, the applicant may apply for a building permit or certificate of occupancy.
 - (9) *Recordkeeping.* The administrator and the applicant shall maintain a record of the minor deviation.
- (c) *Variances.*
- (1) *Applicability.*
 - a. This section authorizes the planning commission to grant a variance for the development of property if the variance is necessary:
 1. Prevent or to lessen any peculiar and exceptional practical difficulties, or exceptional and undue hardships, and

2. The difficulties or hardships would result from a strict application and enforcement of any provision of this title except the sign standards (see [chapter 32.10](#)).
 - b. A peculiar and exceptional practical difficulty or exceptional and undue hardship may result from the size, shape or dimensions of a site or the location of existing structures, or from geographic, topographic or other physical conditions on the site.
 - c. Cost to the applicant of strict compliance shall not be the sole reason for granting a variance.
 - d. Use variances are not allowed.
- (2) *Initiation.* The applicant files an application for a variance with the administrator. The variance request may be combined with the underlying application for which the variance is requested. However, the underlying application will not be approved until the variance is approved, unless it is possible to comply with the standards associated with the underlying application without the variance.
- (3) *Completeness.* See [section 32.03.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
- a. The applicant;
 - b. Each owner as listed on the county's assessor's records, of real property located within 500 feet of the property in question;
 1. The owner, as listed on the county assessor's records, of each of the 30 separately owned parcels nearest the property in question, to the extend this noticed does not duplicate the notice given.
 - c. Each tenant of a mobile home park located within 100 feet of the property in question.
- (5) *Decision.*
- a. The planning commission will review the variance application at a public hearing.
 - b. The planning commission may:
 1. Grant the variance, which may be subject to conditions as provided in subsection 6 below; or
 2. Deny the variance, with or without prejudice; or
 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a variance to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* To approve or conditionally approve a variance, the planning commission must make findings of fact that:
- a. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not generally apply to other properties classified in the same zoning district;

- b. Strict interpretation and enforcement of the specified provisions would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district;
 - c. The variance will not constitute or grant a special privilege inconsistent with limitations on other properties classified in the same zoning district.
 - d. The variance will not substantially impair the public health, safety or welfare or materially injure properties or improvements in the vicinity.
 - e. The potential impairment of natural resources and the total population which available natural resources will support without unreasonable impairment has been considered.
 - f. The affect the availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities has been considered.
 - g. Public notice was given, and a public hearing held per the requirements of the development code and the Nevada Revised Statutes.
- (7) *Subsequent applications.* If the planning commission denies a variance, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar variance may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
- (9) *Scope of approval.*
 - a. *Lapse of variance.*
 - 1. A variance automatically lapses and becomes void two years following the date on which the variance became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the variance application.
 - 2. The administrator may renew the variance for an additional year if an application to renew the variance is filed with the administrator before the original expiration date.
 - b. *Revocation of variance.* A variance may be revoked by the planning commission for any of the following reasons:
 - 1. The recipient or his successor in interest violates any condition of the variance.
 - 2. The variance was granted on the basis of false statements or a fraudulent application.
 - 3. The variance becomes a public nuisance.
- (10) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.
- (d) *Waivers.*
 - (1) *Purpose.*
The purpose of the waiver is to provide relief with respect to specific areas of the city that have significant restraints that hinder development or redevelopment.
 - (2) *Applicability.*

- a. A waiver allows the full waiver of certain development standards where the strict adherence to the standards may be considered excessive due to the site location and/or nature of the proposed use.
- b. A waiver can be used only for the development standards in the areas of the City identified in Table 32.03.090-1 below.

Table 32.03.090-1 – Waivers Available

Area	Waivers Permitted
Downtown, specifically the area bordered by the railroad tracks to the north, Cedar Street to the south, Dallas Lane and Miller Lane to the west, and Hardie Lane to the east.	• Curb, gutter, and/or sidewalk • Parking (number of spaces) • Landscaping
US95A/Speedway Road industrial park	• Curb, gutter, and/or sidewalk • Landscaping
Industrial areas along Lyon Drive, Salvadore Drive, Resource Drive, and Industrial Drive	• Landscaping

- (3) Initiation/Application.
 - a. The applicant files an application for a waiver with the administrator. The waiver request may be combined with the underlying application for which the waiver is requested.
 - b. The submittal package for a waiver must include the following items:
 1. Application
 2. Fee
 3. All items required in the submittal checklist found in Appendix A of this Chapter.
 4. Written explanation of why the waiver is necessary and how it complies with the items listed in subsection 5 (below).
 5. Any other plans, renderings, reports, or other information necessary to support the waiver request.
- (4) Completeness
 - a. Applications are subject to Section 32.02.030 of this Chapter.
- (5) Notice.
 - a. No public hearing is required for the waiver itself.
 - b. If a waiver is combined with another application, the notice requirements for that application apply.
- (6) Approval Criteria/Findings. To approve of a waiver, the Planning Commission or City Council must make all of the following findings:
 - a. There is evidence of circumstances beyond the reasonable control of the property owner such as:
 1. Unusual size, shape, or topography of the site; and/or
 2. Existing conditions on the site that make complying with the code impractical; and/or

3. The site is somehow legally nonconforming.
 - b. The waiver does not impair the purpose of the zoning district.
 - c. The waiver does not impact any fire, building, or health codes.
 - d. The waiver is consistent with the Master Plan.
 - e. The waiver is necessary to preserve a substantial property right enjoyed by surrounding properties.
- (7) Decision.
 - a. Planning Commission shall approve all waivers except those combined with applications for which the City Council is the decision-making body.
 1. Planning Commission decisions may be appealed to the City Council per Section 32.03.090(f) of this code.
 - b. City Council shall approve waivers combined with Tentative Subdivision Maps.
 1. City Council decisions may be appealed per Section 32.03.090(f)(8).
 - c. City Staff and/or the approving body may include conditions and/or mitigation measures to address any potential impacts of the waiver.
- (8) Precedents.
The fact that a waiver for the same or similar use has been granted previously shall not establish a precedent. Each waiver is considered on a case-by-case basis.
- (9) Burden of Proof.
The applicant bears the burden of proof to establish that a waiver is warranted.
- (e) *Appeals.*
 - (1) *Applicability.*
 - a. This section applies to any decision of the planning commission, administrator, or any other person appointed or employed by the city council who is authorized to make administrative decisions regarding the use of land under this title.
 - b. An applicant or any person aggrieved may appeal a decision subject to subsection (1) appeal if they claim that:
 1. The intent of a standard in this title was incorrectly interpreted;
 2. This title does not apply;
 3. A better form of design is proposed that does not require a waiver of the requirements of this title; or
 4. The decision would violate state or federal law.
 - c. This section does not apply to a recommendation or other action or decision routinely reviewed by the city council.
 - d. The right to appeal to the city council is waived upon failure to comply with the procedures set forth in this section.
 - (2) *Initiation.*
 - a. The appeal is initiated by filing a written notice of appeal with the city clerk which identifies all pertinent issues within 11 days after the action or decision.
 - b. The mayor or any member of the city council may request review of a planning commission action or decision with a written notice to the city clerk or orally at a meeting of the city council. Any such notice must be made within 11 days after the action or decision.
 - (3) *Completeness.* See [section 32.03.030](#).
 - (4) *Notice.* No specific notice is required by this Code. The city will provide notice by mail or email to the applicants or aggrieved parties who request personal notice.
 - (5) *Decision.*

- a. The city clerk shall set the matter for public hearing at the next available regular meeting of the city council.
 - b. The city council shall review the matter de novo.
 - c. The city council may affirm, modify, remand for further consideration or reverse the action or decision.
 - d. The city council shall render its decision within 60 days after a complete appeal is filed.
- (6) *Approval criteria.* In deciding an appeal, the Fernley City Council will consider:
- a. The statement of purpose underlying the regulation of the improvement of land expressed in Nevada state law;
 - b. The plain language of the regulation and principles of interpretation in this Chapter and Nevada law; and
 - c. Any applicable requirements of state or federal law.
- (7) *Subsequent applications.* After the city council renders a final decision, the city will not consider an appeal involving:
- a. The same property and issues, including the same regulations of this title involved in the subject of the appeal; or
 - b. Any issues that could have been raised during the original appeal.
- (8) *Appeals.*
- a. The decision of the Fernley City Council is a final decision for the purpose of judicial review.
 - b. Any person who has appealed a decision to the governing body in accordance with this section and is aggrieved with the decision of the Fernley City Council may appeal the decision, pursuant to NRS ch. 278, to a court having competent jurisdiction by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk of the Fernley City Council.
- (9) *Scope of approval.* Any permit or decision rendered under this chapter shall comply with any order of the city council, as modified or reversed by a final decision on judicial review.
- (10) *Recordkeeping.* The city clerk will maintain a record of all appeals as provided by the city Charter and Nevada law.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7. The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #350 BEING HEREBY PROPOSED on the 5th day of June, 2024.

BILL #350 BEING HEREBY PASSED, APPROVED, and ADOPTED this 3rd day of July, 2024, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

Sec. 32.03.090. - Modifications and appeals.

Purpose. The development review procedures in this section are intended to allow relief and flexibility in the development review process. Generally, it is the intent of the city to allow ~~significant~~ reductions or deviations from the minimum standards of this Code only in exchange for a higher level of quality development and compensating benefits.

- (a) *Summary table.* Table 32.03.090-1, summary of modification options, summarizes the principal tools that are available to provide relief from the strict application of the standards in this Code. The table includes procedures that allow reduction, adjustment, or exemption from certain code standards, and ~~any~~ applicable limitations.

Table 32.03.090-1 - Summary of Modification Options

Procedure	Decision Making Body	Description	Limitations
Major Deviation	Planning Commission	Allows major deviations from certain standards, see NRS 278.315.	Special exceptions greater than 10% and less than 50% from development standards that can be quantified, see Section 32.03.090.C.6.
Minor Deviation	Administrator	Allows minor deviations from certain standards, see NRS 278.319.	Special exceptions up to 10% from development standard that can be quantified, see Section 32.03.090.D.5.
Variances	Planning Commission	Allows deviation from any development standard (except allowable use).	Hardship must be demonstrated. See approval criteria in Section 32.03.090.E.6.
<u>Waiver</u>	<u>Planning Commission – when a stand-alone application or part of an Administrative Review or Conditional Use Permit</u> <u>City Council – when part of a Tentative Subdivision Map</u>	<u>Allows the complete waiving of certain development standards under unique circumstances</u>	<u>Available only for the following standards within predetermined portions of the City:</u> <u>Curb/gutter/sidewalk</u> <u>Parking</u> <u>Landscaping</u> <u>See Section 32.03.090(e).</u>

- (a) *Major deviations.* Authorized pursuant to NRS 278.315.
- (1) *Applicability.* This section authorizes the planning commission to approve (see NRS 278.315):

- a. Special exceptions greater than ten percent and less than 50 percent from requirements for land use in this title; or
 - b. Special exceptions from development standards that can be quantified.
 - c. This section does not authorize a use variance, or a deviation based on hardship or difficulty. However, an applicant may combine a request for a variance with a major deviation, and the city may process both applications concurrently. The section does not apply to parking or sign regulations of this title.
- (2) *Initiation.*
 - a. The applicant files an application for a major deviation with the administrator. The major deviation request may be combined with the underlying application for which it is requested. However, the underlying application will not be approved until the major deviation is approved, unless it is possible to comply with the standards associated with the underlying application without the major deviation.
- (3) *Completeness.* See [section 32.02.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
 - a. The applicant; and each owner, as listed on the county assessor's records, of real property located within 500 feet of the property in question;
 - b. Notify minimum of the 30 separately owned parcels nearest the property in question as listed on the county assessor's records; and
 - c. Notify each tenant of a mobile home park located within 500 feet of the property in question.
- (5) *Decision.*
 - a. The planning commission will review the major deviation at a hearing. The hearing is held within 65 days after the filing of the application, unless a longer time or a different process of review is provided in a development agreement.
 - b. The planning commission may:
 - 1. Grant the major deviation, which may be subject to conditions as provided in subsection (4);
 - 2. Deny the major deviation, with or without prejudice; or
 - 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a major deviation to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* If granting the approval of the major deviation, the planning commission must make findings that the proposed major deviation will be compatible with the existing or permitted uses of adjacent properties and is consistent with the City of Fernley Comprehensive Master Plan. The planning commission must conclude that:
 - a. The request is consistent with the stated purposes of [title 32](#), zoning;

- b. Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;
 - c. Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and
 - d. Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.
- (7) *Subsequent applications.* If the planning commission denies a major deviation, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar major deviation may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
- (9) *Scope of approval.*
 - a. Lapse of major deviation.
 - 1. A major deviation automatically lapses and becomes void one year following the date on which the major deviation became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the major deviation application.
 - 2. The administrator may renew the major deviation for an additional year if an application to renew the major deviation is filed with the administrator before the original expiration date.
- (10) *Revocation of major deviation.*
 - a. A major deviation may be revoked by the planning commission for any of the following reasons:
 - 1. The recipient or his successor in interest violates any condition of the approval.
 - 2. The approval was granted on the basis of false statements or a fraudulent application.
 - 3. The development as modified becomes a public nuisance.
- (11) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.
- (eb) *Minor deviations.*
 - (1) *Applicability.* This section allows deviations of less than ten percent from requirements for land use in this title. Does not apply to the sign chapter of this title.
 - (2) *Initiation.*
 - a. The applicant files an application for a minor deviation with the administrator. The minor deviation request may be combined with the underlying application for which the minor deviation is requested.
 - (3) *Notice.*
 - a. The applicant for a minor deviation must provide the written consent of the owner of any real property that would be affected by the deviation.
 - (4) *Decision.*

- a. The administrator will approve, approve with conditions or deny the deviation. No public hearing is required.
- b. The applicant must obtain the written consent of the owner of any real property be affected by the minor deviation. This includes any abutting property, unless the administrator determines that existing natural or man-made barriers or other factors resolve any potential impacts resulting from the deviation.
- (5) *Approval criteria.*
 - a. The deviation shall not change any points of ingress or egress to the site or exceed the density.
 - b. The deviation shall not impair the purpose of the zoning district or any district regulations.
 - c. Any changes that might be affected by fire, building or health regulations must be reviewed and approved by the responsible agencies before any deviation is granted.
 - d. The administrator may require mitigation measures to address potential impacts arising from the deviation.
- (6) *Subsequent applications.* No restriction.
- (7) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
- (8) *Scope of approval.* After a minor deviation is approved, the applicant may apply for a building permit or certificate of occupancy.
- (9) *Recordkeeping.* The administrator and the applicant shall maintain a record of the minor deviation.

(d) *Variances.*

- (1) *Applicability.*
 - a. This section authorizes the planning commission to grant a variance for the development of property if the variance is necessary:
 - 1. Prevent or to lessen any peculiar and exceptional practical difficulties, or exceptional and undue hardships, and
 - 2. The difficulties or hardships would result from a strict application and enforcement of any provision of this title except the sign standards (see [chapter 32.10](#)).
 - b. A peculiar and exceptional practical difficulty or exceptional and undue hardship may result from the size, shape or dimensions of a site or the location of existing structures, or from geographic, topographic or other physical conditions on the site.
 - c. Cost to the applicant of strict compliance shall not be the sole reason for granting a variance.
 - d. Use variances are not allowed.
- (2) *Initiation.* The applicant files an application for a variance with the administrator. The variance request may be combined with the underlying application for which the variance is requested. However, the underlying application will not be approved until the variance is approved, unless it is possible to comply with the standards associated with the underlying application without the variance.
- (3) *Completeness.* See [section 32.03.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
 - a. The applicant;

- b. Each owner as listed on the county's assessor's records, of real property located within 500 feet of the property in question;
 - 1. The owner, as listed on the county assessor's records, of each of the 30 separately owned parcels nearest the property in question, to the extend this noticed does not duplicate the notice given.
 - c. Each tenant of a mobile home park located within 100 feet of the property in question.
- (5) *Decision.*
 - a. The planning commission will review the variance application at a public hearing.
 - b. The planning commission may:
 - 1. Grant the variance, which may be subject to conditions as provided in subsection 6 below; or
 - 2. Deny the variance, with or without prejudice; or
 - 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a variance to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* To approve or conditionally approve a variance, the planning commission must make findings of fact that:
 - a. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not generally apply to other properties classified in the same zoning district;
 - b. Strict interpretation and enforcement of the specified provisions would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district;
 - c. The variance will not constitute or grant a special privilege inconsistent with limitations on other properties classified in the same zoning district.
 - d. The variance will not substantially impair the public health, safety or welfare or materially injure properties or improvements in the vicinity.
 - e. The potential impairment of natural resources and the total population which available natural resources will support without unreasonable impairment has been considered.
 - f. The affect the availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities has been considered.
 - g. Public notice was given, and a public hearing held per the requirements of the development code and the Nevada Revised Statutes.
- (7) *Subsequent applications.* If the planning commission denies a variance, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar variance may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
- (9) *Scope of approval.*

- a. *Lapse of variance.*
1. A variance automatically lapses and becomes void two years following the date on which the variance became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the variance application.
 2. The administrator may renew the variance for an additional year if an application to renew the variance is filed with the administrator before the original expiration date.
- b. *Revocation of variance.* A variance may be revoked by the planning commission for any of the following reasons:
1. The recipient or his successor in interest violates any condition of the variance.
 2. The variance was granted on the basis of false statements or a fraudulent application.
 3. The variance becomes a public nuisance.
- (10) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.

(d) Waivers.

(1) Purpose.

The purpose of the waiver is to provide relief with respect to specific areas of the city that have significant restraints that hinder development or redevelopment.

(2) Applicability.

a. A waiver allows the full waiver of certain development standards where the strict adherence to the standards may be considered excessive due to the site location and/or nature of the proposed use.

b. A waiver can be used only for the development standards in the areas of the City identified in Table 32.03.090-1 below.

Table 32.03.090-1 – Waivers Available

<u>Area</u>	<u>Waivers Permitted</u>
<u>Downtown, specifically the area bordered by the railroad tracks to the north, Cedar Street to the south, Dallas Lane and Miller Lane to the west, and Hardie Lane to the east.</u>	• <u>Curb, gutter, and/or sidewalk</u> • <u>Parking (number of spaces)</u> • <u>Landscaping</u>
<u>US95A/Speedway Road industrial park</u>	• <u>Curb, gutter, and/or sidewalk</u> • <u>Landscaping</u>
<u>Industrial areas along Lyon Drive, Salvadore Drive, Resource Drive, and Industrial Drive</u>	• <u>Landscaping</u>

(3) Initiation/Application.

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a. <u>The applicant files an application for a waiver with the administrator. The waiver request may be combined with the underlying application for which the waiver is requested.</u>	Formatted: Font: (Default) Calibri, 11 pt
b. <u>The submittal package for a waiver must include the following items:</u>	Formatted: Font: (Default) Calibri, 11 pt
1. <u>Application</u>	Formatted: Font: (Default) Calibri, 11 pt
2. <u>Fee</u>	Formatted: Font: (Default) Calibri, 11 pt
3. <u>All items required in the submittal checklist found in Appendix A of this Chapter.</u>	Formatted: Indent: Left: 1", Hanging: 0.5"
4. <u>Written explanation of why the waiver is necessary and how it complies with the items listed in subsection 5 (below).</u>	Formatted: Indent: Left: 1.5", Hanging: 0.5"
5. <u>Any other plans, renderings, reports, or other information necessary to support the waiver request.</u>	Formatted: Indent: Left: 1.5", Hanging: 0.5"
(4) <u>Completeness</u>	
a. <u>Applications are subject to Section 32.02.030 of this Chapter.</u>	
(5) <u>Notice.</u>	
a. <u>No public hearing is required for the waiver itself.</u>	
b. <u>If a waiver is combined with another application, the notice requirements for that application apply.</u>	Formatted: Indent: Left: 1", Hanging: 0.5"
(6) <u>Approval Criteria/Findings. To approve of a waiver, the Planning Commission or City Council must make all of the following findings:</u>	Formatted: Indent: Left: 0.5", Hanging: 0.5"
a. <u>There is evidence of circumstances beyond the reasonable control of the property owner such as:</u>	
1. <u>Unusual size, shape, or topography of the site; and/or</u>	Formatted: Indent: Left: 1.5"
2. <u>Existing conditions on the site that make complying with the code impractical; and/or</u>	Formatted: Indent: Left: 1", Hanging: 0.5"
3. <u>The site is somehow legally nonconforming.</u>	
b. <u>The waiver does not impair the purpose of the zoning district.</u>	
c. <u>The waiver does not impact any fire, building, or health codes.</u>	
d. <u>The waiver is consistent with the Master Plan.</u>	
e. <u>The waiver is necessary to preserve a substantial property right enjoyed by surrounding properties.</u>	
(7) <u>Decision.</u>	
a. <u>Planning Commission shall approve all waivers except those combined with applications for which the City Council is the decision-making body.</u>	Formatted: Indent: Left: 1", Hanging: 0.5"
1. <u>Planning Commission decisions may be appealed to the City Council per Section 32.03.090(f) of this code.</u>	Formatted: Indent: Left: 1.5", Hanging: 0.5"
b. <u>City Council shall approve waivers combined with Tentative Subdivision Maps.</u>	
1. <u>City Council decisions may be appealed per Section 32.03.090(f)(8).</u>	
c. <u>City Staff and/or the approving body may include conditions and/or mitigation measures to address any potential impacts of the waiver.</u>	
(8) <u>Precedents.</u>	
<u>The fact that a waiver for the same or similar use has been granted previously shall not establish a precedent. Each waiver is considered on a case-by-case basis.</u>	Formatted: Indent: Left: 1"
(9) <u>Burden of Proof.</u>	
<u>The applicant bears the burden of proof to establish that a waiver is warranted.</u>	Formatted: Indent: Left: 0.5", First line: 0.5"
(e) <u>Appeals.</u>	
(1) <u>Applicability.</u>	

- a. This section applies to any decision of the planning commission, administrator, or any other person appointed or employed by the city council who is authorized to make administrative decisions regarding the use of land under this title.
 - b. An applicant or any person aggrieved may appeal a decision subject to subsection (1) appeal if they claim that:
 - 1. The intent of a standard in this title was incorrectly interpreted;
 - 2. This title does not apply;
 - 3. A better form of design is proposed that does not require a waiver of the requirements of this title; or
 - 4. The decision would violate state or federal law.
 - c. This section does not apply to a recommendation or other action or decision routinely reviewed by the city council.
 - d. The right to appeal to the city council is waived upon failure to comply with the procedures set forth in this section.
- (2) *Initiation.*
- a. The appeal is initiated by filing a written notice of appeal with the city clerk which identifies all pertinent issues within 11 days after the action or decision.
 - b. The mayor or any member of the city council may request review of a planning commission action or decision with a written notice to the city clerk or orally at a meeting of the city council. Any such notice must be made within 11 days after the action or decision.
- (3) *Completeness.* See [section 32.03.030](#).
- (4) *Notice.* No specific notice is required by this Code. The city will provide notice by mail or email to the applicants or aggrieved parties who request personal notice.
- (5) *Decision.*
- a. The city clerk shall set the matter for public hearing at the next available regular meeting of the city council.
 - b. The city council shall review the matter de novo.
 - c. The city council may affirm, modify, remand for further consideration or reverse the action or decision.
 - d. The city council shall render its decision within 60 days after a complete appeal is filed.
- (6) *Approval criteria.* In deciding an appeal, the Fernley City Council will consider:
- a. The statement of purpose underlying the regulation of the improvement of land expressed in Nevada state law;
 - b. The plain language of the regulation and principles of interpretation in this Chapter and Nevada law; and
 - c. Any applicable requirements of state or federal law.
- (7) *Subsequent applications.* After the city council renders a final decision, the city will not consider an appeal involving:
- a. The same property and issues, including the same regulations of this title involved in the subject of the appeal; or
 - b. Any issues that could have been raised during the original appeal.
- (8) *Appeals.*
- a. The decision of the Fernley City Council is a final decision for the purpose of judicial review.

b. Any person who has appealed a decision to the governing body in accordance with this section and is aggrieved with the decision of the Fernley City Council may appeal the decision, pursuant to NRS ch. 278, to a court having competent jurisdiction by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk of the Fernley City Council.

(9) *Scope of approval.* Any permit or decision rendered under this chapter shall comply with any order of the city council, as modified or reversed by a final decision on judicial review.

(10) *Recordkeeping.* The city clerk will maintain a record of all appeals as provided by the city Charter and Nevada law.

([Ord. No. 2020-005, § 1\(Exh. A\), 3-4-2020](#))



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 3, 2024

REPORT TO: Fernley Planning Commission

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Ordinance

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding Bill #351 as it pertains to a proposed development code text amendment (CA24004) to Fernley Municipal Code §32.03.050(c) to extend the submission requirement for a Temporary Use Permit for a special event—from seven days to thirty days—prior to the requested start date.

AGENDA ITEM BRIEF:

Staff requests an amendment to the municipal code that will change the required submission date of a temporary use permit application for a special event from seven to thirty days prior to the start of the requested special event.

RECOMMENDED MOTION:

Approve

"I move to pass, approve, and adopt Bill #351, and the related code amendment associated with CA24004, as presented by staff."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Denial

"I move to deny Bill #351, and the related code amendment associated with CA24004, because _____."

Note:

Though no further language has been provided, Council may make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

Fernley Municipal Code requires a Temporary Use Permit for special events. The code also requires the applicant submit the application at least seven days prior to all temporary uses. City of Fernley Planning Department has been working to streamline the process to obtain a Temporary Use Permit for special events and hopes to set up the process and the Planning Department as a one-stop shop for all special event needs.

Currently, to hold a special event in City of Fernley, in addition to obtaining a Temporary Use Permit, applicants may also need to fill out and pay for separate applications with the City of Fernley Public Works Department (if the event will be held on City property), the City of Fernley Business License Department (if the event will be selling anything), and North Lyon County Fire Protection District. As part of those application processes, the applicant is also expected to contact the City of Fernley Building Department (for carnivals, tents, and other structures), the Lyon County Sheriff NHP (for crowd and/or traffic control), the Nevada Department of Transportation (for parades or other things that may occupy NDOT's Right-of-Way), the State of Nevada Health Department (if selling or serving food), and others.

The process as it currently exists is cumbersome; Planning Department wants to cut down the amount of running around, additional fees, and chaos required to hold a special event in Fernley. To allow time for routing through all these separate departments and agencies, rather than require our citizens and community stakeholders to do it, we need more time than the seven days we allot for the other types of Temporary Use Permits that are only processed by Planning Department.

Planning Commission voted unanimously to recommend City Council approve this amendment on April 10, 2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\) Chapter 268](#) - Powers and Duties Common to Cities and Towns Incorporated

Under General or Special Laws

[Fernley Municipal Code \(FMC\) Title 32](#) - Development Code

Specific

[NRS §268.014](#) - Codification of ordinances; publication of code

[FMC §1.01.03](#) - Official Municipal Code, Amendments

[FMC §32.03.050\(c\)](#) - Entitlements, Temporary use permits

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill # 351 CA24004
2. Code Amendment Suggestion
3. Special Event Applications Exhibit

BILL #351
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING FERNLEY MUNICIPAL CODE SECTION 32.03.050(c)(2) FOR THE INITIATION OF TEMPORARY USE PERMITS TO REQUIRE SUBMITTAL OF A TEMPORARY USE PERMIT APPLICATION FOR A SPECIAL EVENT 30 DAYS PRIOR TO THE START OF THE SPECIAL EVENT AND OTHER MATTERS PROPERTY RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter "the Council", DO HEREBY ORDAIN:

- Section 1.** Fernley Municipal Code Section 32.03.050(c)(2) is hereby amended as follows:
"Initiation. The applicant files an application for a temporary use permit with the administrator. Temporary use permits for special events should be submitted to the administrator at least thirty days prior to the requested date of the proposed special event. All other temporary use permit applications should be submitted to the administrator at least seven days prior to the requested date of the proposed temporary use. Both temporary use permit application types shall be accompanied by the associated fee as established by resolution of the City Council."
- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purpose in the interest of public health, safety, welfare, and convenience.
- Section 6.** If any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 351 BEING HEREBY PROPOSED on the 5th day of June 2024.

BILL # 351 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 3rd day of July 2024, by the following vote of the Council:

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest by: _____ Date: _____
Kim Swanson, City Clerk

3. A conditional use permit issued by the administrator is valid until revoked, unless it contains a specified expiration date.
4. If a final subdivision map is recorded on any portion of a project while a conditional use permit for the project is in effect, the use of that portion of the project is considered established, even if construction has not taken place, unless the subdivision map is amended or reverted to acreage.
- d. *Rescission.* If any conditions of approval (other than continuing conditions) are not satisfied within one year after final action is taken, or within another time limit specified in the permit, the approval is automatically rescinded.
- e. *Expiration of an approved conditional use permit.*
 1. An applicant has one year to establish the permitted use after the conditional use permit is approved.
 2. If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the conditional use permit becomes null and void. If the use is established during this time, the conditional use permit is valid until revoked unless there is a specific expiration date.
 3. The approving agency may extend the expiration date for up to one year if:
 - A. If a permit holder is unable to establish the permitted use or begin construction to accommodate it within one year or the time specified in the conditional use permit, the approving agency may extend the expiration date. The extension may not exceed one year beyond the original expiration date. To obtain an extension, the applicant must submit a written request to the approving agency before the permit expires.
- f. If the administrator has reason to believe that a conditional use permit is subject to revocation, the administrator may institute proceedings to revoke the permit. Before revoking any conditional use permit, the body which approved it must hold a public hearing as provided in this chapter.
 1. The administrator may revoke a conditional use permit if:
 - A. The permit holder violates any condition of the permit;
 - B. The permitted use becomes a public nuisance; or
 - C. The permit was granted on the basis of false statements or fraudulent application.
- (10) *Recordkeeping.* The administrator and the applicant shall maintain a record of the conditional use permit.

(c) Temporary use permits.

Excerpt from Sec. 32.03.050. - Entitlements.

(1) *Applicability.*

- a. Where indicated in the use table; or
 - b. Where specifically required in this title.
- (2) *Initiation.* The applicant files an application for temporary use permit with the administrator. **Temporary use permits for special events should be submitted to the administrator at least thirty days prior to the requested date of the proposed special event. All other temporary use permit applications should be submitted to the administrator at least seven days prior to the requested date of the proposed temporary use.** ~~and~~ Both temporary use permit application types shall be accompanied by the associated fee as established by resolution of the ~~Ce~~ity ~~Ce~~ouncil.
- (3) *Completeness.* See section 32.03.030.
- (4) *Notice.* Not required.
- (5) *Decision.*
- a. The administrator shall review the application for compliance with this title; and
 - b. The administrator shall approve, conditionally approve or deny the temporary use permit application; and
 - c. If the application is approved or conditionally approved, the administrator shall submit to the applicant a letter and conditions of approval relative to the temporary use permit.
- (6) *Approval criteria.*
- a. Temporary use permits may be approved by the administrator only upon a finding that all of the following criteria have been met:
 - 1. The proposed temporary use will be located, operated, and maintained in a manner consistent with the policies of the comprehensive plan and the provisions of this code;
 - 2. Approval of the application will not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare; and
 - 3. The proposed temporary use complies with all applicable standards of this code unless otherwise expressly stated.
 - b. In approving a temporary use permit, the administrator (or, upon appeal, the planning commission) may impose conditions, stipulations, or limitations as are deemed necessary to ensure that the activity will be consistent with this section and the proposed temporary use. Such conditions may include, but are not limited to the following:
 - 1. Provision for temporary parking facilities, including vehicle ingress and egress;
 - 2. Measures to prevent or reduce nuisance factors such as glare, excessive illumination, noise, vibration, smoke, dust, dirt, odors, gases, and heat;
 - 3. Regulation of placement, height, size, and location of structures, facilities, landscaping and equipment, including provision for buffering and separation;
 - 4. Provision for sanitary facilities and for waste collection and disposal;
 - 5. Measures to promote safety and security;

6. Regulation of signs and other attention-gaining devices;
 7. Regulation of operating hours and duration of the temporary commercial use;
 8. Regulation of the hours and duration of set-up and dismantling activities;
 9. Compliance with applicable provisions of the Fernley Municipal Code (FMC);
 10. Any other conditions that will ensure the operation of the proposed temporary use is conducted in an orderly, efficient manner and in accordance with the intent and purpose of this code.
- (7) *Subsequent applications.* Amendments to temporary use permits must follow the same procedure as a new application, including the application fee and information required by the appendices to this Code.
- (8) *Appeals.* See subsection 32.09.090(e), appeals.
- (9) *Scope of approval.*
- a. *Responsibility.* The holder of a temporary use permit shall be responsible for leaving the property free of debris, litter, or other evidence of the temporary use immediately upon completion or removal of the use. If the holder of the temporary use permit is not the record owner of the property, the holder and the property owner(s) are jointly and severally responsible for compliance with this subsection.
 - b. *Time limits.* Temporary use permits shall be valid for a period of time, not to exceed 30 days, unless a longer period of time is specified in the code.
 - c. *Lapse of approval.* A temporary use permit shall lapse if not used within the dates approved.
 - d. *Complaints regarding approved temporary use permits.* Complaints regarding approved temporary use permits shall be processed in accordance with the provisions in chapter 32.05, violations, enforcement, and penalties.
- (10) *Revocation.* A temporary use permit may be revoked or modified by the administrator, upon notice to the permit holder, if the director finds that:
- a. The permit was obtained by misrepresentation or fraud;
 - b. The activity is not in compliance with the permit or any condition of approval;
 - c. The use to be allowed by means of the permit is conducted in violation of any applicable statute, ordinance, or regulation; or
 - d. The permit is being employed to circumvent the limitations of this Code.
- (11) *Recordkeeping.* The administrator and the applicant shall maintain a record of the temporary use permit.

New Application Process

Note: Council is not voting on the application process itself, but on the code change to allow staff time to route the new application and coordinate with our partner agencies. This is provided as a reference to help with an informed decision; however, Staff is open to any suggestions Council may have to improve said process.



Special Event Temporary Use Permit Application Checklist

Please submit all applicable documents via email at least 30 calendar days before the start of your event.

- ☐ **1. Application Fee** – Due with submission (\$115, will become \$520 after July 1, 2024)
 - May be paid via cash, electronic check, or check/money order to “City of Fernley”.
 - May also be paid via Discover, Visa, or Mastercard for an additional 4% fee.
 - Government agencies and organizations that provide a copy of their 501(c)(3) exemption letter or similar proof of non-profit status do not need to pay the application fee.
- ☐ **2. Special Events Temporary Use Form**
 - If the person signing as the “owner of record” is not listed as the site owner by the Lyon County Assessor, or as a registered agent or officer of the owner by the Nevada Secretary of State, then they will need to provide proof of ownership or authorization to act on the owner’s behalf.
- ☐ **3. Site Plan** – Does not need to be drawn to scale, but should include the following details:
 - Where on the site will the event take place?
 - How will the inside of related buildings or structures be arranged?
 - Where will the attendees park?
 - How many parking spaces are reserved for the event?
 - How will traffic enter and exit the event?
 - Will there be any lane closures, street closures, or detours?
 - Any other items relevant to review of this event.
- ☐ **4. Licenses from the City Clerk**
 - Business License
 - Liquor License
- ☐ **5. Permits from outside agencies**
 - Nevada Department of Transportation (NDOT)
 - Nevada Department of Health and Human Services
- ☐ **6. Animal-related documentation**
 - Certificate of veterinary inspection
 - United States Department of Agriculture (USDA) Animal Welfare License
 - Disaster plan (typically required by your insurer)
- ☐ **7. Proof of liability insurance**

City of Fernley Planning Department
595 Silver Lace Boulevard
Fernley, NV 89408
Phone: 775-784-9810
Email: planning@cityoffernley.org



Section 1

General Information

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Section 3
Animals

Will animals be exhibited at this event (e.g. circuses, carnivals, educational exhibits)? ☐ Yes ☐ No
Note: Domesticated farm animal exhibits, rodeos, horse shows, and purebred dog and cat shows are typically exempt.

If "Yes", please provide the information requested below. If "No", please skip to Section 4.

USDA Permit Account Name: _____

USDA Permit Number: _____ USDA Permit Class: _____

USDA Permit Expiration Date: _____ USDA Permit State of Origin: _____

Current USDA License Status: ☐ Active ☐ Expired ☐ Suspended ☐ Revoked

If suspended or revoked, please explain why:

Have any animals shown any sign or signs of illness such as fever, malaise, coughing, sneezing, vomiting, infection, bleeding, or discharge in the past 15 days? ☐ Yes ☐ No

Have any animals bitten a human or had contact with an animal suspected to have rabies in the past 10 days? ☐ Yes ☐ No

Section 4
Acknowledgements

This signature shall serve to notify and verify that I am the legal owner (or one of the legal owners) of the property being considered under this application. If I am not a legal owner of the property being considered under this application, I certify that I am an officer, registered agent, or similar of the legal owner and will provide proof of my authority to represent the legal owner. I certify that I have read and understand the attached "Information and Disclosures" document and will retain it for my records. I declare under penalty of perjury under the laws of the State of Nevada that the information contained in this application is true and correct. *(Note: A "property owner" signature is not required when an event is to take place in a publicly owned place such as a City of Fernley Park or Nevada Department of Transportation right-of-way.)*

Owner(s) of Record:

Print Name Signature Date

Print Name Signature Date

I declare under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City Staff and Officials to enter the property to conduct inspections or site visits necessary for the review of the project. I certify that I have read and understand the attached "Information and Disclosures" document and will retain it for my records.

Applicant

Print Name Signature Date

Section 5 Information and Disclosures

General

- Per Fernley Municipal Code, Section 32.03.030, which pertains to common review procedures, the City of Fernley will not process incomplete applications. Please make use of the associated checklist to ensure your application is complete. Review for completeness of application form is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. A determination of completeness shall not constitute a decision as to whether an application complies with City of Fernley's Development Code (Fernley Municipal Code, Title 32).
- The applicant agrees to indemnify and hold harmless the City of Fernley and any other public agency, their officers, agents, and employees against any and all liability, loss, damages, cost, and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to a public agency, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act of omission of the applicant, or its contractors, agents, or the employees of any one or all of them or by the officers, agents, or employees of any public agency, unless it is established by the applicant that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the public agency (or public agencies).
- General liability insurance coverage is required for the applicant and all vendors, contractors, agents, employees, and persona associated with the applicant.
- The applicant is responsible for all traffic control and parking issues.
- The applicant must obtain all other permits required by state law and/or local ordinances.
- Debris cleanup and removal is the responsibility of the applicant. If the facility or location is found to be left in an unacceptable condition, the applicant will be charged \$50 per hour for cleanup plus all disposal fees incurred.

Event-Specific

- Applicants may be required to register with the Nevada Department of Taxation for a one-time event permit when they have vendors selling goods.
- When having multiple vendors not affiliated with the applicant, it is the responsibility of the event organizer to ensure all vendors comply with the property City of Fernley and Nevada State requirements.
- Security will be required if the applicant is selling alcohol at the event or hosting an outdoor festival. The Lyon County Sheriff's Office will determine the level of security required through this temporary use process.
- Applicants exhibiting dangerous wild animals must remain in compliance with NRS 574A. No member of the public shall be allowed to physically touch, take photographs with, or otherwise interact with an animal listed as a "dangerous wild animal" therein. Failure to comply can result in civil penalties of up to \$20,000.
- All parades taking place in the Nevada Department of Transportation (NDOT) right-of-way must use an NDOT approved traffic control plan. The City of Fernley has an NDOT approved traffic control plan which may be used by the applicant at no charge.
- All traffic control plans that affect public roadways shall be Manual on Uniform Traffic Control Devices (MUTCD) compliant.

Use of Public Facilities

- If the applicant wishes to connect to a water hydrant, you must use an approved connection method or obtain a meter from the Public Works Department. There is a \$50 per day fee to connect with a water meter.
- No vehicles are allowed in any fire lane and trailers cannot be parked on the grass. If using the "Out of Town" park, trailers must be parked in the 6-acre dirt area east of the rodeo arena. Trailers are not allowed directly outside or along the arena or any ball fields. Horses and/or other livestock are not to be tied to any athletic field fence or park fence, other than the arena. Horses and/or livestock are not allowed on any grass turf.
- No glass bottles or driving on turf within a City of Fernley facility or park.
- Park restrooms are designated for moderate use during the day only. While the restrooms are open, City of Fernley staff routinely check and stock restrooms twice per day. For events attended by over 100 people, the applicant will be required to bring in additional portable restrooms. The coordination effort is the applicant's responsibility for delivery and pick-up as well as all costs incurred. Park restrooms will be left open during the event.
- City of Fernley ("the City") retains the sole right to control all stall rental operations and set and collect applicable fees during all events. The City also reserves the right to assign stall concession privilege to the applicant to manage and collect all stall rental fees. The City does not provide feed or bedding. If the City is to oversee stall rental operations, the applicant shall direct renters to contact the City. The City can collect fee payments over the phone with a debit or credit card (subject to a 3% service fee). A check or money order may also be mailed, or hand delivered.
- The applicant shall schedule a walk-through prior to the event with Public Works personnel if indicated on the permit. The walk-through shall be conducted during normal City of Fernley hours (Monday – Friday, 8 AM – 5 PM, excepting local, state, and federal holidays).

Prior Application Process

- 3 separate applications with:
 - Planning Department
 - Public Works
 - North Lyon Fire

TEMPORARY USE PERMIT

APPLICATION INFORMATION

City of Fernley, Nevada

GENERAL:

A Temporary Use Permit is a mechanism by which the City may allow a use to locate within the City on a short-term basis and by which it may allow seasonal or transient uses not otherwise allowed. This section applies to private property only and is intended to permit certain inherently temporary uses such as community festivals, fresh produce stands and temporary promotions by permanent businesses. It shall be unlawful for any person to conduct or establish any Temporary Use until a Temporary Use Permit has been approved by the Administrator.

PRE-APPLICATION MEETING:

A pre-application meeting with the development review team is **advisable** for any applicant proposing to apply for a Temporary Use Permit in the City of Fernley. Information on scheduling a pre-application meeting is available by contacting the Planning Department at 775-784-9810.

APPLICATION & REVIEW PROCEDURE:

1. The applicant may choose to attend a pre-application meeting with the development review team.
2. The applicant files an application for Temporary Use Permit with the Administrator. Temporary Use Permit applications should be submitted to the Administrator at least seven (7) days prior to the requested date of the proposed temporary use and shall be accompanied by the associated fee as established by resolution of the City Council.
3. **Each application shall include all information required on the attached checklist or the application will not be accepted.**
4. The Planning Department reviews the submitted application and may distribute the application to other city departments and/or reviewing agencies for comments. Please allow 2 – 5 business days for the City to approve, conditionally approve or deny the Temporary Use Permit application.
5. If the application is approved or conditionally approved, the Administrator shall notify the applicant with a final action ,letter and conditions of approval relative to the Temporary Use Permit.
6. If the application is denied, the Administrator shall notify the applicant and review the reasons for the denial. Appeals are subject to the provisions outlined in Section 32.03.090(E.) of the Development Code.

For additional information please contact:

City of Fernley Planning Department

595 Silver Lace Boulevard, Fernley, NV 89408

Phone: (775) 784-9810

TEMPORARY USE PERMIT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Temporary Use Permit application:

- 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley”, by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
- 2. **Proof of Ownership:** If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- 3. **Review Packet: One (1) digital copy** containing the following:
 - a. Completed DEVELOPMENT APPLICATION form.
 - b. A clear DESCRIPTION of the proposed temporary use.
 - c. A JUSTIFICATION based on the review criteria why the proposed temporary use should be approved.
 - d. A VICINITY MAP (does not have to be drawn to scale). The vicinity map should show the proposed site outlined with the existing adjacent streets within the neighborhood.
 - e. A SITE PLAN (does not have to be drawn to scale). The site plan should illustrate where the temporary use is proposed on the site.
 - f. A FLOOR PLAN (does not have to be drawn to scale). The floor plan should illustrate how the space within a building will accommodate the temporary use.
 - g. The City of Fernley or other reviewing agencies may require ADDITIONAL INFORMATION as needed.
- 4. **Original PDF (scanned images are not acceptable) of entire submittal package, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

NOTE: Applications filed under Chapter 32.03 of the City of Fernley’s Development Code must include the information required by Appendix A of the same code and is not complete until all required items are submitted. The Planning Department or other reviewing departments or agencies may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the City of Fernley Planning Department.



Planning Department

595 Silver Lace Blvd, Fernley, NV 89408

Development Application

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED.

Please complete all sections that apply to you and/or your project. Various applications are only accepted on the application deadline dates. Please call before you submit to verify that someone will be available to assist you at (775) 784-9810.

☐ ADMINISTRATIVE REVIEW(AR) ☐ ANNEXATION(ANX) ☐ CONDITIONAL USE PERMIT(CUP) ☐ MAJOR DEVIATION(MJD) ☐ MASTER PLAN AMENDMENT.....(MPA) ☐ MINOR DEVIATION(MND) ☐ ZONING MAP AMENDMENT.....(ZMA)	☐ APPEAL(APP) ☐ PLANNED DEVELOPMENT(PD) ☐ DEVELOPMENT AGREEMENT(DA) ☐ TEMPORARY USE PERMIT(TUP) ☐ VARIANCE(VAR) ☐ REASONABLE ACCOMMODATION(RAD) ☐ OTHER: _____
---	---

Applicant's Name	Signature	Primary Contact?
Company Name:		
Address:		
City:	State:	Zip Code:
Phone No.:	Cell No.:	Fax No.:

Property Owners Name	Primary Contact?
Company Name:	
Address:	
City:	State:
Phone No.:	Cell No.:

Engineer / Representative	Primary Contact?
Company Name:	
Address:	
City:	State:
Phone No.:	Cell No.:

Brief Project Type/Description (Attach Detailed Project Type / Description):

Subdivision/Project Name And/Or Phase:

Project Location (Street Address):

Assessor's Parcel Number(s):

Current Zoning:	Comprehensive Plan Land Use Designation
-----------------	---

Total Project Acreage:	% Commercial:	CITY UTILITIES
		Water: ☐ Currently Served ☐ Proposed
		Sewer: ☐ Currently Served ☐ Proposed

Number of Parcels Proposed:	% Open Space:	
-----------------------------	---------------	--

Previous Applications For This Site? ☐ Yes ☐ No
 List Previous Application No(s) And Names:

2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO	FEMA Map No.:
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Application Filing Date:	Office Use Only	Application Fee:
Application No.:	Development Review Meeting	Outsource Fee:
Application Intake By:	Date:	Noticing Fee:
Planner:	Time:	Total Due:

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify the I/we am/are the legal owner(s) of the property being considered under this application and do hereby authorize the above representative to file and represent my/our interest in this application.

I/we am/are the legal owner(s) of said property; have read the foregoing "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Nevada that the information contained in this application is true and correct.

OWNER(S) OF RECORD: ***(Include all signatures-provide extra sheets if necessary)***

_____	_____	_____
(Print Name)	(Signature)	(Date)
_____	_____	_____
(Print Name)	(Signature)	(Date)

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project. I also certify that all plans and submittal requirements are in accordance with the Nevada Revised Statutes and City Code, have been drawn to a standard engineering scale (e.g. 1"=20', 1"=50', 1"=100') or architectural scale (e.g. 1/4"=1', 1/8"=1') that is appropriate to the project size, and clearly define and identify all of the required information.

APPLICANT:

_____	_____	_____
(Print Name)	(Signature)	(Date)

APPLICANT'S ENGINEER/REPRESENTATIVE:

_____	_____	_____
(Print Name)	(Signature)	(Date)

City of Fernley Development Code, Section 32.03.030, Common Review Procedures: The City will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. A determination of completeness shall not constitute a decision as to whether an application complies with the City's Development Code.

Note: Development review meetings are preliminary nature and comments expressed by staff should not be construed as being Conditions of Approval for any project application.

APPLICATION ABBREVIATIONS AND CODE REFERENCE

Abrev.	APPLICATION TITLE	SECTION
ANX	Annexation	32.03.040
MPA	Master Plan Amendment	32.03.040
ZMA	Zoning Map Amendment	32.03.040
PD	Planned Development	32.03.040
AR	Administrative Review	32.03.050
CUP	Conditional Use Permit	32.03.050
TUP	Temporary Use Permit	32.03.050
BLA	Boundary Line Adjustment	32.03.060
TDLLP	Tentative Division of Land into Large Parcels	32.03.060
FDLLP	Final Division of Land into Large Parcels	32.03.060
TPM	Tentative Parcel Map	32.03.060
FPM	Final Parcel Map	32.03.060
RTA	Reversion to Acreage	32.03.060
TSM	Tentative Subdivision Map	32.03.060
FSM	Final Subdivision Map	32.03.060
T1V	Type I Vacations	32.03.080
T2V	Type II Vacations	32.03.080
MJD	Major Deviation	32.03.090
MND	Minor Deviation	32.03.090
VAR	Variance	32.03.090
APP	Appeals	32.03.090
DA	Development Agreement	32.03.100
RAD	Reasonable Accommodation	32.03.100

RESIDENTIAL PROJECT DATA SHEET

City of Fernley, Nevada

1. Number of Dwelling Units

Single Family Detached _____
Duplexes _____
Multi-Family Attached _____
Single Family Attached _____
TOTAL _____ Ac. _____ %

3. Gross Density

_____ / _____ = _____

Total # of Total Area Gross Density
Dwellings in Acres (DU/AC)

5. Estimated Sewage to be Generated

_____ GPD
(Attach Calculations)

7. Flood Hazard

Portion of site subject to inundation
By 100 year flood:

_____ Ac. _____ %

9. Lot Sizes

_____ Sq. Ft. minimum (corner)
_____ Sq. Ft. minimum (interior)
_____ Sq. Ft. maximum
_____ Sq. Ft. average

11. Portion of Site within the Following Slope Categories:

0% - 10% _____ Ac. _____ %
10% + _____ Ac. _____ %

13. Maximum Building Height

_____ Feet _____ Stories

15. Single Family & Two-Family Parking

Garage _____ Spaces/Unit
Carport _____ Spaces/Unit
Open _____ Spaces/Unit
Total _____ Spaces/Unit

2. Site Area Breakdown

Lots or Buildings _____ Ac. _____ %
Public Right-of-Way _____ Ac. _____ %
Common Area _____ Ac. _____ %

4. Schools Serving Project

Elementary School _____
Middle School _____
High School _____

6. Traffic

Average Daily Trips _____ Trips
Peak Hour Trips _____ Trips
(Attach Calculations)

8. Estimated Water Demand (Attach Calculations)

Domestic _____ AFY
Irrigation _____ AFY
TOTAL _____ AFY
Source of water supply: _____

10. Minimum Building Setbacks

_____ Feet (Front Property Line to Dwelling)
_____ Feet (Front Property Line to Garage)
_____ Feet (Exterior Side Property Line to Dwelling)
_____ Feet (Interior Side Property Line to Dwelling)
_____ Feet (Rear Property Line to Dwelling)

12. Unit Sizes

_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms

14. Coverage of Lot by Structure

Maximum _____ %

16. Multi-Family Parking

Units _____ x 2.0 = _____ Spaces
Covered Spaces _____ Units x 1.0 = _____ Spaces
Guest Parking _____ Units x 0.25 = _____ Spaces
Total Required = _____ Spaces
Total Provided = _____ Spaces

NON-RESIDENTIAL PROJECT DATA SHEET

City of Fernley, Nevada

1. Site Area Breakdown

Building Coverage _____ Ac. _____ %
Landscaped Area _____ Ac. _____ %
Paved Area _____ Ac. _____ %
Undeveloped Area _____ Ac. _____ %
Public Right-of-Way _____ Ac. _____ %
TOTAL _____ Ac. _____ %

3. Floor Area Ratio

_____ / _____ = _____
Total Floor Net Site Floor Area
Area (Sq. Ft.) Area (Sq. Ft.) Ratio

5. Building Area Breakdown & Parking Calculations

Retail/Office/Financial	_____ Sq. Ft. / 250	=	_____ Spaces
Personal Service	_____ Sq. Ft. / 250	=	_____ Spaces
Veterinary Clinic	_____ Sq. Ft. / 250	=	_____ Spaces
Health Club	_____ Sq. Ft. / 300	=	_____ Spaces
Private Recreation Facility	_____ Sq. Ft. / 200	=	_____ Spaces
Gaming	_____ Sq. Ft. / 100	=	_____ Spaces
Restaurant/Bar	_____ Sq. Ft. / 100	=	_____ Spaces
General Industrial	_____ Sq. Ft. / 500	=	_____ Spaces
Light Industrial	_____ Sq. Ft. / 500	=	_____ Spaces
Food & Beverage Processing	_____ Sq. Ft. / 500	=	_____ Spaces
Vehicle Service Center	_____ Gas pumps x 1.0 + _____ service bays x 3	=	_____ Spaces
Overnight Lodging	_____ Rooms x 1.0 + _____ Rooms/15 + accessory uses	=	_____ Spaces
Theatre/Auditorium	_____ Seats/3 + _____ Employees x 1.0	=	_____ Spaces
Hospitals	_____ Beds x 1.5	=	_____ Spaces
Day Care Center, Large	_____ Children/8 + _____ Employees x 1.0	=	_____ Spaces
Educations Facility	_____ Classrooms x 10	=	_____ Spaces
High School	_____ Classrooms x 10	=	_____ Spaces
Middle School	_____ Classrooms x 3	=	_____ Spaces
Elementary School	_____ Classrooms x 3	=	_____ Spaces
Rest Home	_____ Beds x 0.33 + _____ Employees @ Shift x 1.0	=	_____ Spaces
Church	_____ Sq. Ft. / 30 + accessory uses	=	_____ Spaces

6. Outdoor Uses

Outdoor Storage ☐ Yes ☐ No
Outdoor Processing ☐ Yes ☐ No
Staging/Loading of Trucks ☐ Yes ☐ No

8. Traffic (Attach Calculations)

Average Daily Trips _____ Trips
Peak Hour Trips _____ Trips

10. Hazardous Materials

Will the use on this site involve the use of hazardous materials? ☐ Yes ☐ No

12. Portion of Site within the Following Slope Categories:

0% - 10% _____ Ac. _____ %
10% + _____ Ac. _____ %

2. Existing Building Information

#1 Description _____
Floor Area _____ Sq.Ft Height _____ Feet
Type of Construction _____
#2 Description _____
Floor Area _____ Sq.Ft Height _____ Feet
Type of Construction _____

4. Description of Proposed Use

7. Estimated Water Demand (Attach Calculations)

Domestic _____ AFY
Irrigation _____ AFY
TOTAL _____ AFY
Source of water supply: _____

9. Estimated Sewage to be Generated

_____ GPD
(Attach Calculations)

11. Flood Hazard

Portion of site subject to inundation by 100 year flood:
_____ Ac. _____ %



CITY OF FERNLEY FACILITY USE POLICY And Application for Use

Revised 1.4.2024

City of Fernley Facility Use Policy

The City of Fernley government is dedicated to providing services through fiscally responsible use of public facilities. The City has a diverse range of park sites, and several City Hall meeting areas suitable for a wide variety of activities. Multiple uses of taxpayer supported facilities extend and enhance our level of service in all our communities. Therefore, the City Hall Community Room, City Council Chambers, and City Park Sites (City Facilities) may be used according to the following guidelines:

1. Purpose:

- 1.1. This policy prescribes the general responsibilities for the use of City Facilities for events being held with 50 (fifty) or less people. It is applicable to all buildings and park sites under the control of City of Fernley; this policy allows for the use of public owned buildings and associated sites; hereafter referred to as City Facilities.

2. Applicability:

- 2.1. This policy supersedes all previous policies for facility use in City of Fernley.

3. Applicant Shall:

- 3.1. Submit a Facility Use Application and applicable permits four weeks prior to event.
- 3.2. Be responsible for the reasonable use of the facility and for the protection of the facility from excess wear and damage including ensuring maximum occupancies are not exceeded.
- 3.3. Ensure all participants and activities are in full compliance with City policies and Facility Use Application, with permits and licenses, and fire and life safety requirements.
- 3.4. Be responsible for the cost of security and/or law enforcement as outlined in Section 8.5 of this policy.

4. Terms of Use for Parks or Facilities:

- 4.1. Approved City Facilities may be used by groups or individuals within the requirements of this policy.
- 4.2. Applicants may apply for the City to sponsor public meetings in City Facilities. If approved, no fee will be charged for these meetings.
- 4.3. Groups or individuals may not store personal or real property within City Facilities or on City property. The event applicant or group shall provide its own furnishings, equipment, and other items not existing within the Facility. The Applicant may apply to the City to provide any specialized unique equipment.

- 4.4. Facilities may be used by individuals and organizations for suitable activities and events, when not required for City purposes, and when not prohibited by current laws or policies. **The Facility is made available as is. The City shall not be liable for any damages or expenses due to cancellation, non-suitability, or non-availability of the Facilities for any reason.**
- 4.5. Liability insurance requirements can be found in APPENDIX A.
- 4.6. Except in cases placing a financial or other burden on the City, sites may be used without the hourly fee for official business of governmental entities. Priority may be given to the City, County, State, General Improvement Districts (such as TCID) and Federal government entities, or activities of organizations sponsored by the City.
- 4.7. Community service is the primary reason for renting or providing free use of a City Facility for non-City organizations. Community Service Organization refers to a group of community members that has acted to meet the needs of others and better the community as a whole.
- 4.8. For events with more than 50 participants, refer to the Special Events Policy.
- 4.9. Organized adult and youth sports leagues such as AYSO, FYFL, Babe Ruth, Softball, HDLL, etc., will be required to pay a \$2.00 participation fee per registered player to the City of Fernley each season. This fee shall be held in a separate revenue fund and will be reserved for maintenance and improvements to City Facilities. Leagues found to have more players on any field than declared will void the permit and may prevent future reservations from that applicant at the discretion of the Public Works Director.
- 4.10. Under this policy Category A (see APPENDIX A) events can be held without the hourly fee during normal City business hours (8am to 5pm) at the discretion of the designated City authority. However, in order to reserve any facility, **the \$15.00 application fee must be submitted.**
- 4.11. A Key Sign-Out Form is required and must be completed prior to the approval of your application.
- 4.12. Any event held at City Facilities after normal business/park hours shall be approved by the Public Works Director. Park hours: 7am to 5pm Oct. – Feb. & 7am to 8:30pm Mar. – Sept.
- 4.13. The Public Works Director has the authority to approve or deny an application.

5. City of Fernley Facilities shall not be used for:

- 5.1. Any activity or event that will interfere with the day-to-day operations of any City Facility or City function.
- 5.2. Any activity or event deemed likely to bring about excessive “wear and tear” on the Facility.
- 5.3. Any illegal activities.

- 5.4. Smoking is prohibited inside all City of Fernley buildings. Cleaning deposit will not be refunded if smoking prohibition is not enforced.

6. Reservations:

- 6.1. Reservations will be on a first-come, first-served basis, given the application is complete with all required materials. Applications will be accepted preferably not less than 4 weeks prior to the event. Events that require a long lead time to organize and to advertise may submit an application at any time.
- 6.2. Reservations for seasonal youth sports programs will receive priority based on season and field type as designated by the Public Works Department (E.g. Baseball Leagues will be given priority for Baseball fields). A detailed schedule of dates and times for practices as well as games, and a roster are required.
- 6.3. In case of public emergency or other City event (natural disaster, or any other emergency deemed by the Designated City Official), or required facility repairs, reservations may be cancelled by the City of Fernley Manager or his/her designee, with little to no notice.
- 6.4. The event may be cancelled by written request from the originating applicant. Full refund of deposits and other fees paid to the City will be made if cancellation is requested at least one (1) week prior to the event. For events cancelled less than one week prior to the event, 10% of the estimated charges will be retained by the City with the balance refunded to the event applicant.
- 6.5. All deposits and estimated charges are due at the time the application is submitted to the City. Standing reservations for City Facilities (i.e. weekly meetings for non-profit or service organizations) will need to submit a new reservation request annually by the end of May for the following fiscal year (July to June) to the Public Works Department.
- 6.6. Reservations may not be transferred to a different entity.
- 6.7. Applications must be filled out completely and correctly or they may be denied. All additional forms and receipts must be included if applicable (E.g. league schedules or security service receipts).
- 6.8. Miscellaneous
 - 6.8.1 Final availability of concession facilities must be confirmed by the designated City authority or their designee and noted as approved on the Application.
 - 6.8.2 Users must provide their own food, utensils, containers, pots, dishes, supplies, etc. **NO GLASS BOTTLES** are allowed at any City Facility.

7. Liability Insurance and Limits:

- 7.1. Unless covered by City insurance, all applicants will have a Certificate of Insurance naming City of Fernley as "Additional Insured." The certificate is required from any group, non-profit organization, or individual using a City Facility as outlined in APPENDIX A. Other governmental agencies must supply a letter from their risk management department stating that

the organization will hold City of Fernley harmless. Prior to use, Applicant must have proof of insurance on file with the City. The levels of insurance shall be determined by the complexity of the event and may include the following levels:

- Level I - \$500,000 LIABILITY (i.e.: Bounce House in park)
- Level II - \$1,000,000 LIABILITY (i.e. Sport Leagues)

8. Additional Requirements:

- 8.1. All users are responsible for cleaning the rented facility immediately (within hours) following their activity or event. Clean-up time will be included in the rental time of the proposed facility. Cleaning includes, but is not limited to the following items:
 - 8.1.1. All floors are swept and clean. This includes mopping up any major spills.
 - 8.1.2. Wipe down the tables, chairs, and countertops (if used).
 - 8.1.3. Place chairs, tables, equipment, etc., back into their original configuration.
 - 8.1.4. Ensure that all trash is packaged in plastic waste sacks and placed in the proper outside receptacles or designated areas and restrooms are left clean.
- 8.2. It is the responsibility of the user to provide their materials and supplies specific to the event.
- 8.3. A refund of the key/damage deposit shall be processed through the City's Finance Department after an inspection of the facility and return of all keys and may take ten (10) working days to complete. If the facility is not returned to the original condition, the damage deposit will be forfeited, and the user will be responsible for any additional costs incurred by the City for repairs. It is the responsibility of the applicant to lock all gates/facilities when not in use. Additional fees may be charged for repairs if applicant failed to lock-up and the cleaning deposit may be forfeited. Duplication of any keys is prohibited and will void the permit and may prevent future facility use by the applicant at the discretion of the Public Works Director.
- 8.4. A refund of the cleaning deposit shall be processed through the City's Finance Department after an inspection of the facility and may take ten (10) working days to complete. If the facility is not returned to the original condition, the cleaning deposit will be forfeited, and the user will be responsible for any additional costs incurred by the City for clean-up.
- 8.5. The user is responsible for supervision of children at all times. No animals, except approved service animals will be allowed at City Hall. Only leashed animals are allowed at sports fields during sporting events. No horses or other livestock shall be allowed on turf areas.
- 8.6. It is the responsibility of the user to provide for law enforcement and/or security services. The user will provide adequate security services through the use of a private security agent, if the need for security services is deemed necessary by the designated City authority. Security services will be responsible for the enforcement of facility and City rules and regulations. The designated City authority, NHP or LCSO will determine security staffing levels.

APPENDIX A FEE SCHEDULE and INSURANCE REQUIREMENTS

FACILITY RENTAL FEES

Category A \$15.00 application fee \$25.00 per hour outside of normal business hours (M – F, 8am – 5pm)	Functions that are not commercial in nature, may be open to the general public, and are a community service organization, government entity, or private function. The hourly fee may be waived by the designated City Official if City staff services are not required. (Examples include private birthday parties at parks, TCID meetings, RPEN monthly meeting.)
Category B \$15.00 application fee plus \$25.00 per hour / \$35.00 per hour outside of normal business hours (M-F, 8am – 5pm)	Functions that are sponsored by organizations or individuals that may be commercial in nature, may produce revenue, and may be promoted to the general public. (Examples include Real Estate class, First Aid class, open community meeting, fundraisers.)
Category C \$15.00 application fee plus \$25.00 per hour / \$35.00 per hour outside of normal business hours. (M-F, 8am – 5pm)	Any activity including Categories A and B, where alcohol is to be served.
Sports Leagues \$15.00 application fee plus \$2.00 per registered player per season \$35 Key deposits will be charged per key	All Adult and Youth Organized Sports League registered players. Deposits will be refunded upon return of key(s).

All Rental/Reservation Fees will include a non-refundable \$15.00 administrative fee.

A \$100.00 cleaning deposit may be required for events taking place within City Facilities.

Cleaning deposits and per hour fees for Category A & B events may be waived by the designated City Official if it can be determined that on-site staffing will not be required for the event.

Key Deposits will be \$35.00 per key for facilities including concessions and restrooms. A completed Key Sign-Out Form is required. Key deposit refunds will be processed by the City's Finance Department.

FACILITY INSURANCE REQUIREMENTS

***Insurance required unless otherwise stated by a designated City Official. The levels of insurance shall be determined by the complexity of the event and may include the following levels:**

Level I	\$500,000 LIABILITY	Example: Bounce House at birthday party in park
Level II	\$1,000,000 LIABILITY	Example: Sports Leagues

APPENDIX B – SITE KEY

CITY PARKS

OUT OF TOWN PARK

- Dog Park
- Approx. 50 acres total with 16 1/2 acres of turf.
- Soccer field – 9 acres of turf (569.78' X 695.23')
- Picnic area approx. 1/2 acre, with 2 Gazebos and Power.
- One Softball, and two Baseball fields with lights; two Tee-ball fields, one Softball field, and 1 Baseball field without lights: approx. 7 acres
- 4 restroom buildings with two built in concession stands.
- Rodeo arena, medium size bandstand with concrete dance area.
- 1 large and 1 small play structure
- 7 horseshoe pits, AC and dirt parking

IN TOWN PARK

- Softball field and open grass area, approx. 2 acres of turf
- 1 multi-purpose restroom with separate concession building
- Playground equipment
- Tennis, Basketball, and Pickleball courts
- Small skate park, large trees, and large Gazebo with power.

MILLENNIUM GROVE

- 1/4-acre turf, flower beds, AC walking path, parking areas and lighting

CITY HALL

- 1/4-acre turf, landscape areas, walkways, parking areas, lighting

GREEN VALLEY PARK

- Dog Park with 2 small gazebos
- Approx. 6 acres of turf, 2 play structures, 1 restroom building,
- Pickleball court
- 2 medium gazebos with power
- Large to medium trees, parking area, concrete walkways

RIVER RANCH

- ½ acre of turf, medium to small trees in DG border, small gazebo, swing set and 2 horseshoe pits

AUTUMN WINDS

- 4 ½ acres of turf, 1 restroom building, parking area, AC walking path, small trees

- 1 play structure and swing set, exercise equipment
- Basketball court, 4 horseshoe pits.
- Medium size gazebo and power.

EAGLES NEST

- 1/8-acre, 1 swing set, tables, barbeques, medium to small trees.

MAIN STREET ART PARK

- Approx. 2-acre parcel with landscaping, parking area, four pieces of art sculptures, walkway, and power.

MEMORIAL PARK

- Park approx. 15 acres total mostly native plants and open dirt.
- 1 medium and 1 small riding arena
- 1 play structure and swing set, exercise equipment,
- Dirt ball field, 4 horseshoe pits.
- Medium size trees with irrigation on well system

PONDEROSA PARK

- Approx. 2 acres, medium size gazebo, small play structure, 1 horseshoe pit.
- Medium size trees, concrete walkway

PICETTI PARK

- 1/4-acre, medium size gazebo, 1 large tree, concrete pad

CITY FACILITIES:

CITY COUNCIL CHAMBERS – CITY HALL

COMMUNITY ROOM – CITY HALL

THE DEPOT – MAIN STREET

CHAMBER OF COMMERCE BUILDING

EVENT CHECK OFF

Department/Agency	Phone Number	Explanation	Permit Required?	Signoff's
COF Building Inspector	(775) 784-9810	Carnivals, Tents, Festivals, etc.		
Lyon County Sheriff NHP	(775) 575-3350 (775) 575-5518	Crowd/Traffic Control, Security, etc.		
North Lyon County Fire Department	(775) 575-3310	Fire Lanes, Inspections, etc.		
Nevada Dept of Transportation (parades)	(775) 834-8330	Temporary Right of Way Occupancy		
COF City Clerk	(775) 784-9830	Business License		
State of Nevada Health Department	(775) 687-7573	Food Permits		
COF Public Works	(775) 784-9914	Liability Insurance, Receipts, etc.		

Please attach any email correspondence and sign, if necessary.

Comments and/or additional requirements from departments or agencies above:

*****Allow 30 days for approval/permitting*****

CITY OF FERNLEY FACILITY USE PERMIT APPLICATION

☐ Day Use Permit (< 50 People)

☐ Organized Sports League

Applicant's Name: _____ Email: _____

Applicant's Address: _____ Phone: _____

Park/Facility: _____ Site/ Room: _____

Date of Event: _____ Start Time _____ End Time _____

Type of Event: _____
(E.g. B-day Party)

Estimated # of attendees:	Age Range:	Event Category (pg. 6):
	Yes No	
Will alcohol be served?	☐ ☐	Application fee \$ 15.00
Will alcohol be sold?	☐ ☐	Category A after hours fee _____ hrs \$25/hr \$
Will food be served?	☐ ☐	Category B/C hourly fee _____ hrs \$25/hr \$
Will food be sold?	☐ ☐	Category B/C after hrs fee _____ hrs \$35/hr \$
Will there be a bounce house?	☐ ☐	Cleaning deposit \$100 \$
Will you be advertising?	☐ ☐	Key Deposit \$35 per key: # _____; returned _____ \$
Will this event produce revenue?	☐ ☐	Leagues: # of players _____ \$2/player \$
		Total \$

HOLD HARMLESS: The user of this facility is the responsible individual and agrees to indemnify, defend and hold harmless City of Fernley, its commissions, boards, offices, employees, and volunteers from all costs, expenses and damages for liability arising out of the use of this facility or the use by persons invited to use the facility by the applicant.

*If the park or facility is used longer than indicated, additional fees shall be required. A cleaning deposit may be required for events taking place within City buildings. **If these fees are not paid, future use of any city building will be denied.** Additional fees may be billed to the applicant upon completion of the event and may be subtracted from the deposit.

The applicant is the responsible individual to be present during the entire event and will coordinate with the City Official at the beginning and end of the event.

** If alcohol is present at event and not indicated and approved, or if smoking prohibition is not enforced, the deposit will not be refunded, and future use of any City Facility will be denied.

Applicant Signature _____ Date _____



**North Lyon County Fire Protection District
SPECIAL EVENT / MASS GATHERING
POLICY
And
Application**

In cooperation with the City of Fernley and the Lyon County Sheriff's Office

Revised May 18, 2021

The North Lyon Fire Protection District (the District) in cooperation with the Lyon County Sheriff's Office (LCSO), and the City of Fernley provides services through fiscally responsible use of public funds. The District provides a diverse range of services. This policy outlines the permitting process and requirements for mass gatherings / special events within the North Lyon Fire Protection District jurisdiction.

1. Purpose

- a. For the purpose of this policy, a special event is defined as an activity or series of activities, specific to an identifiable time and place, most often produced in conjunction with community organizations, held on public or private property, and generally occurring once a year. A Special Event includes but is not limited to:
 - i. Any activity involving entertainment and/or amplified sound, food, beverage, merchandise sales or any activity promoted as a festival, trade show open to the public, craft show, public dance, concert or performance, fair, major livestock event, circus, community event, athletic tournaments, or mass participation sport (such as marathons, running events, and bicycle races and tours) or
 - ii. Any organized activity that substantially increases or disrupts the normal flow of traffic on any street or highway, or
 - iii. Any activity which involves the use of public facilities with 50 or more people in attendance, or
 - iv. Any activity which involves the use of any District services that would not be necessary in the absence of such an event
- b. For the purpose of this policy, a mass gathering is defined as a temporary assembly of persons with an actual or reasonably anticipated daily attendance of greater than 200 persons and reasonably expected to operate for greater than 3 hours, including, but not limited to:
 - i. Any activity where admission tickets are sold to the public or admission is charged for participation in offered activity.
 - ii. Any activity where alcohol is made available for public consumption.
 - iii. Any organized activity that substantially increase or disrupt the normal flow of traffic on any street or highway.
 - iv. Any activity not listed herein, but identified by the NLCFPD and/or the LCSO as posing an increased risk to public order and safety.

2. Applicability

- a. This policy supersedes all previous policies for special events / mass gatherings in the District.

3. Permit Requirements

- a. Complete and submit Special Event / Mass Gathering Permit Application and other applicable permits at least 60 days prior to the event.
- b. Comply with the special event policy and Chapter 8 of the Municipal Code pertaining to City Parks and Facilities from the City of Fernley as applicable.
- c. Ensure all participants and activities are in full compliance with Fernley City policies and Special Event Application, with permits and licenses, and fire and life safety requirements identified by the District and LCSO.

- d. Applicant shall be responsible for the cost of all services required in coordinating and putting on the special event unless it is agreed that the Fire District may sponsor all or a portion of the event.
- e. Applicant shall be responsible for the payment of all applicable special event fees as required by the fee schedule included in **Section 6 Medical/Fire resource matrix**.
 - i. The Lyon County School District, LCSO, and the City of Fernley shall be exempt from special event fees. However, all the other rules and regulations of the Special Event / Mass Gathering policy shall apply to events hosted by the LCSD, LCSO, and The City of Fernley.
- f. Special Events / Mass Gathering Permits may not be transferred to a different entity.

4. Insurance and Limits

- a. Unless covered by City insurance, all applicants will have a Certificate of Insurance naming North Lyon Fire Protection District as "Additional Insured." The certificate is required from any group, non-profit organization, or individual using a District Facility for a liability amount of \$1,000,000.00. Other governmental agencies must supply a letter from their risk management department stating that the organization will hold the District harmless. Prior to use, Applicant must have proof of insurance on file with the District.
- b. Subject to a safety/risk assessment conducted by the District and LCSO, event insurance may be required for mass gathering events. All insurance and liability coverage requirements shall be commensurate to the previously identified risk to public safety posed by the event.
 - i. The respective chief executive of the Fire District and LCSO shall determine required levels of insurance.
 - ii. The applicant may appeal insurance requirements to the Lyon County Commission and the North Lyon County Fire Protection District Board respectively.

5. Additional Requirements

- a. All users are responsible for cleaning the rented facility immediately (within hours) following their activity or event. User shall include adequate time for setup and cleanup in the reservation. Cleaning includes, but is not limited to the following items:
 - i. All floors are swept and clean. This includes mopping up any major spills.
 - ii. Wipe down the tables, chairs, and countertops (if used).
 - iii. Place chairs, tables, equipment, etc., back into their original configuration.
 - iv. Ensure that all trash is packaged in plastic waste sacks and placed in the proper outside receptacles or designated areas and restrooms are left clean.
- b. It is the responsibility of the user to provide their materials and supplies specific to the event.
- c. If the facility is not cleaned and returned to original condition, the user will be charged \$50.00 per hour plus any disposal fees incurred.
- d. The user is responsible for supervision of children at all times.
- e. It is the responsibility of the user to provide for law enforcement and/or security services.
- f. The user will provide for adequate law enforcement services if alcoholic beverages are served. Law enforcement will be responsible for the enforcement of laws and ordinances, NOT FACILITY RULES. Law enforcement will be required for the duration of the aforementioned events and one (1) hour past the conclusion of the event.
- g. If alcohol is to be served, a member of the organization must meet the requirements to hold a liquor license in the City of Fernley. If the user does not hold a City of Fernley liquor

license, then the user must apply for a temporary liquor license from the City. Allow at least six weeks prior to the event for the application to be processed and the license approved. Forms can be obtained from the City Clerk's Department in City Hall.

6. Medical/Fire resource matrix

- a. All required resources shall be paid according to current authorized Fire District fee schedule.
- b. Fire apparatus and staffing will be determined on the identified fire risk hazard for each individual event and shall not be limited by estimated attendance.

General Event type	Estimated attendance	911 Access	AED access	Single resource EMS	Aid Station	On site Ambulance	On site Fire response TBD case by case
Speakers, conferences, ceremonies, fairs, non-music festivals	< 200	x					TBD
	> 200	x	1				TBD
	> 500	x	1				TBD
	> 800	x	1	1			TBD
	> 1000	x	1	1	1		TBD
	1200+	x	2	2	1	1	TBD
Concerts, rodeos, sporting events or tournaments, Music festivals, carnivals	< 200	x	1				TBD
	> 200	x	1	1			TBD
	> 500	x	1	1	1		TBD
	> 800	x	1	2	1	1	TBD
	> 1000	x	2	2	1	1	TBD
	1200+	x	2	3	2	TBD	TBD

NORTH LYON FIRE PROTECTION DISTRICT SPECIAL EVENTS APPLICATION

APPLICATION/PERMIT PROCESS:

*Please keep in mind that depending on the type of event some of the sections in this application **may not** be applicable; if you feel that a section is not applicable to your event, simply indicate that the section is non-applicable and continue to the next section.*

An application/permit for a Special Event and/or temporary occupancy of a Fire District facility. If the planned event includes the closure of a state highway, a permit **must** be obtained from the Nevada Department of Transportation. Additionally, if food or alcohol sales are to be made to the public, all applicable local business licenses and Nevada State Health Permits must be obtained. It is the responsibility of the **APPLICANT** (organizer) of the event to provide proof to the Fire District that all vendors, contractors, agents, employees and persons associated with the **APPLICANT** (organizer), who may vend food or alcohol to the public, have acquired or are insured by appropriate general liability coverage and have obtained all applicable local business licenses and Nevada State Health Permits. **APPLICANT** (organizer) may be required to register with the Nevada Department of Taxation for a One Time Event permit when they will have vendors selling goods. This process should be started no less than two weeks prior to the event. Applicants should check with the Nevada Department of Taxation to determine the requirements on their event and vendors.

Date of special event not confirmed until permit issued: Notwithstanding the Fire Districts acceptance of a completed application, no date shall be considered confirmed until a special event permit is issued by the District and any all other permits required by State and local law.

Expiration: Unless otherwise provided in this policy, every permit issued pursuant to the provisions of this policy shall expire on the date specified in the application as the date on which the activity will conclude.

Event Description: PROMOTER OR EVENT ORGANIZER MUST PROVIDE A DETAILED DESCRIPTION OF THE EVENT

START DATE AND TIME:	END DATE AND TIME:
APPLICANT'S ORGANIZATION:	
APPLICANT'S NAME:	
ORGANIZATION'S ADDRESS:	
ORGANIZATION'S PHONE NUMBER:	
ORGANIZATION'S EMAIL ADDRESS:	
LOCATION OF EVENT:	
ESTIMATED NUMBER OF PARTICIPANTS:	
DATE RECEIVED BY THE DISTRICT:	
BY:	

*****Allow 30 days for approval/permitting*****

Applicant Signature: _____ Date: _____

Applicant Printed Name: _____ Phone Number: _____

Applicant must read and initial each paragraph below and provide the name and phone number of the person responsible for each section in Table A on page 7:

_____ **TRASH REMOVAL**

Debris clean up and removal is the responsibility of the **APPLICANT**. District Staff will not empty trash cans (including in restrooms), or haul the debris away during, or at the end of your event. You may do this yourself or hire an outside company. If the facility is found to be left in an unacceptable condition, you will be charged \$50/per hour for the clean-up, plus any and all disposal fees incurred.

_____ **WATER USE**

If the **APPLICANT** wishes to connect to a water hydrant, you must use an approved connection method or obtain a meter from the City of Fernley Water Department.

_____ **TRAFFIC CONTROL & SAFETY**

The **APPLICANT** is responsible for traffic control and parking issues.

_____ **VENDORS**

Food permit applicants and/or beverage permits applications must be submitted to State of Nevada Environment Health Services Division (30) days prior to the event to avoid additional fees. City of Fernley Business Licenses are required as well. Vendors can submit for a temporary Business License through the City Clerk's Office. Applicants may be required to register with the Nevada Department of Taxation for a One Time Event permit when they will have vendors selling goods. This process should be started no less than two weeks prior to the event. Applicants should check with the Nevada Department of Taxation to determine the requirements on their event and vendors.

_____ **SECURITY**

Security will be required if the **APPLICANT** is selling alcohol at your event. The security plan must be approved by the Lyon County Sheriff's Office. It is their determination as to what level of security must be provided for your event. A liquor license will be required as well. Liquor licenses can be obtained through the City Clerk's Office.

_____ **PERMITS**

The **APPLICANT**, in addition to obtaining the Fire District Special Event Permit, **must also** obtain any and all other permits required by State law or local ordinances, i.e., Nevada Department of Transportation Temporary Use Permit if closure of state highway. The **APPLICANT** must provide a copy of all other permits received to the Fire District.

_____ **INSURANCE**

The **APPLICANT** of the event agrees to provide the appropriate general liability coverage and agrees to obtain and provide proof of coverage to the Fire District, at least thirty (30) days prior to the event. The **APPLICANT** of the event also agrees to ensure and provide proof to the Fire District that all vendors, contractors, agents, employees and persons associated with the **APPLICANT** are either insured by the **APPLICANT'S** general liability coverage, or that they have obtained their own appropriate general liability coverage and agree to obtain and provide proof of coverage to the Fire District, at least (30) days prior to the event.

_____ **HOLD HARMLESS**

The **APPLICANT** agrees to indemnify and save harmless the Fire District and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the Fire District, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **APPLICANT**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF**

THE FIRE DISTRICT, unless it is established by the **APPLICANT** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the FIRE DISTRICT.

TABLE A: CONTACT INFORMATION (REQUIRED FOR EACH SECTION IF APPLICABLE)

INDIVIDUAL RESPONSIBLE FOR:	NAME	PHONE NUMBER
EVENT COORDINATOR		
TRASH REMOVAL		
WATER USE		
TRAFFIC CONTROL		
RESTROOMS		
STALL RENTALS		
VENDORS		
SECURITY		
PERMITS		
WALK THROUGH		

NOTE: INDIVIDUALS LISTED SHALL BE ON SITE DURING EVENT IN CASE OF EMERGENCY.

EVENT CHECK OFF

Department/Agency	Phone Number	Explanation	Required (y/n)	Signature of responsible
City of Fernley Building Inspector	(775) 784-9810	Carnivals, Tents, etc.		
Lyon County Sheriff NHP	(775) 575-3350 (775) 575-5518	Crowd/Traffic Control		
North Lyon County Fire District	(775) 575-3310	Fire Lanes, Inspections, etc.		
Nevada Dept of Transportation	(775) 834-8330	Temporary Right of Way Occupancy		
City of Fernley City Clerk	(775) 784-9830	Business License		
State of Nevada Health Department	(775) 687-7573	Food Permits		

PROMOTOR OR EVENT COORDINATOR MUST PROVIDE PROOF OF COORDINATION WITH THE ABOVE LISTED ORGANIZATIONS AS IDENTIFIED BY THE FIRE DISTRICT.

If the District facility is used longer than indicated, additional fees shall be required. If these fees are not paid, future use of any Fire District facility will be denied. Additional fees may be billed to the applicant upon completion of the event. A cleaning deposit may be required for events taking place within Fire District buildings.

The applicant is the responsible individual to be present during the entire event and will coordinate with the designated District authority at the beginning and end of the event.