



7505 S Holden Street  
Midvale, UT 84047  
801-567-7200  
Midvale.Utah.gov

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**MIDVALE CITY COUNCIL REGULAR MEETING  
AGENDA  
March 24, 2026**

**Public Notice Is Hereby Given** that the **Midvale City Council** will hold a regular meeting on **March 24, 2026** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**Electronic & In-Person City Council Meeting**

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at [Midvale.Utah.gov/PublicComment](https://Midvale.Utah.gov/PublicComment) by 5:00 p.m. on March 23, 2026.**

The meeting will be broadcast on **You-Tube ([Midvale.Utah.gov/YouTube](https://Midvale.Utah.gov/YouTube))**

**6:00 p.m. – WORKSHOP**

- Uplift Midvale Update — *[Vanessa Geuvara/Community Violence Coalition Coordinator]*

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**6:30 p.m. - REGULAR MEETING**

**I. GENERAL BUSINESS**

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Fire Authority Report — *[Chief Nathan Kay]*

**II. PUBLIC COMMENTS**

**Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving their name for the record. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the City Council.** Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on issues not scheduled for public hearing. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

**III. COUNCIL REPORTS**

- A. Council Member Bonnie Billings
- B. Council Member Paul Glover
- C. Council Member Heidi Robinson
- D. Council Member Bryant Brown
- E. Council Member Denece Mikolash

**IV. MAYOR REPORT**

- A. Mayor Dustin Gettel

**V. CITY MANAGER REPORT**

A. Matt Dahl

**VI. PUBLIC HEARING**

A. Receive Public Comment on Amendments to Title 16 and Section 17-4-3 of the Midvale Municipal Code to come into Compliance with Requirements of the Utah State Legislature  
***[Wendelin Knobloch, Planning Director]***

**ACTION: Consider Ordinance No. 2026-O-08 Amending Title 16 and Section 17-4-3 of the Midvale Municipal Code to come into Compliance with Requirements of the Utah State Legislature**

**VII. CONSENT**

A. Consider Minutes of March 3, 2026 — ***[Rori Andreason, H.R. Director/City Recorder]***

**VIII. ACTION ITEMS**

A. Consider **Resolution No. 2026-R-13** Authorizing the Mayor and City Staff to enter into an Agreement between Midvale City, Salt Lake City Corp., and UDOT for the 8000 South Bridge Replacement Project — ***[Branden Anderson, City Engineer]***

B. Consider **Resolution No. 2026-R-14** Authorizing the Mayor to Sign a Construction Manager/General Contractor Agreement with Big-D Construction Corp. (Big-D) for the New Public Works Facilities — ***[Jerimie Thorne, Deputy Director of Public Works]***

C. Consider **Resolution No. 2026-R-15** Adopting the Mission Square Retirement Fund Administrative Agreements for the 457(b), 401(a), and RHS Plans ***[Rori Andreason, HR Director/City Recorder]***

**IX. DISCUSSION ITEMS**

A. Discuss Amending the FY2026 Fee Schedule — ***[Mariah Hill, Administrative Services Director]***

B. Discussion of Midvale City's Participation in the Remanent Defendants' Settlement Agreement — ***[Garrett Wilcox, City Attorney]***

**X. POSSIBLE CLOSED SESSION**

The City Council may, by motion, enter into a Closed Session for:

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

**XI. ADJOURN**

***In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711***

***The agenda was posted in the City Hall Lobby, on the City's website at [Midvale.Utah.gov](http://Midvale.Utah.gov) and the State Public Notice Website at [pmn.utah.gov](http://pmn.utah.gov). Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.***

**Date Posted: March 19, 2026**

**Rori L. Andreason, MMC  
H.R. Director/City Recorder**



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## MIDVALE CITY COUNCIL STAFF REPORT 03/24/2026

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### SUBJECT

Consider Ordinance No. 2026-O-08 Amending Title 16 and Section 17-4-3 of the Midvale Municipal Code to come into compliance with requirements of the Utah State Legislature.

### SUBMITTED BY

Wendelin Knobloch, Planning Director

### BACKGROUND AND ANALYSIS

This code text amendment modifies language within Title 16 and Section 17-4-3 of the Midvale Municipal Code (MMC) to come into compliance with two changes in Utah State Code:

**1. *Subdivision improvement plans can either be reviewed with the preliminary or the final plat:***

Title 16 was updated to require the subdivision improvement plan review during the preliminary plat approval process.

**2. *Recodification of Utah State Code Chapter 10-9a:***

Utah planning enabling law was located in Utah Code Chapter 10-9a until last summer when a recodification occurred. The majority of provisions is now found in Utah Code Chapter 10-20, which means state code references found in Midvale's municipal code must be updated.

In addition to the above, the following ***technical improvements*** were made:

1. The "Powers and Duties" section (MMC 17-4-3) which defines the Planning Commission's role was updated to reflect existing responsibilities that are based on other code provisions (e.g. MMC 12.16.050, 16).
2. Code language for numbers is being standardized as digits throughout the code (e.g. "fifteen business days" now appears as "15 business days").
3. Private street provisions clarified to require sidewalk (MMC 16.02.050(E)).

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments were received prior to the completion of this report.

## ZONING CODE AMENDMENT CRITERIA

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code. A proposal may only be approved if it demonstrates one or more of the following:

- ✓ 1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
- ✓ 2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102 [new citation: 10-20-101];
- ✓ 3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
- 4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that this proposal meets the first, second, and third criteria listed above because the change promotes the following:

- 1. The protection of private property rights as required in MMC 17-1-1;
- 2. The Municipal Land Use, Development, and Management Act (LUDMA) objectives of providing fundamental fairness in land use regulation; and
- 3. The clear interpretation of code language.

## STAFF RECOMMENDATION

Staff advises the City Council approve the code text amendment with the following finding:

- 1. The amendment complies with Midvale City Code 17-3-1(F).

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission unanimously recommended approval of the code text amendment.

## RECOMMENDED MOTION

I move that we approve Ordinance No. 2026-O-08 Amending Title 16 and Section 17-4-3 of the Midvale Municipal Code to come into compliance with requirements of the Utah State Legislature with the finding stated in the staff report.

## ATTACHMENTS

- 1. Ordinance No. 2026-O-08

**ORDINANCE NO. 2026-O-08**

**AN ORDINANCE AMENDING TITLE 16 AND SECTION 17-4-3 OF THE MIDVALE CITY MUNICIPAL CODE TO COME INTO COMPLIANCE WITH REQUIREMENTS OF THE UTAH STATE LEGISLATURE**

**WHEREAS**, pursuant to Utah Code Annotated Sections 10-8-84 and 10-20-501 through 10-20-503, Midvale City (“the City”) has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

**WHEREAS**, on January 2, 2002, the Midvale City Zoning Ordinance, Title 17 of the Midvale City Municipal Code (the “Code”), became effective and is subject to amendments from time to time pursuant to Section 17-3-1 the Code; and

**WHEREAS**, pursuant to Section 16-01-010 of the Code, the City desires to promote the protection of public health, life and safety; protect the character and social and economic stability of all parts of the city; protect and preserve the value of land throughout the municipality; guide public and private policy and action; establish responsible standards; prevent pollution and degradation of air, streams, and ponds; preserve the natural beauty and topography; and provide for open spaces through the most effective design and layout of the land;

**WHEREAS**, pursuant to Section 17-1-1 of the Code, the City desires to promote coordinated development, redevelopment, effective use of land, and site planning; protect and promote public safety, health, and general welfare by providing adequate light and air, water and sewage control, police, fire and wetlands protection; and secure economy in governmental expenditures; and

**WHEREAS**, the City desires to amend Title 16 and Section 17-4-3 of the Midvale City Municipal Code to come into compliance with Utah State Code; and

**WHEREAS**, the Planning Commission held a public hearing on March 11, 2026, to review the request for amendments and, after considering all the information received, made a recommendation to approve the amendment request to the City Council; and

**WHEREAS**, the City Council of Midvale City, Utah held a public hearing on March 24, 2026; and

**WHEREAS**, after taking into consideration citizen testimony, planning analysis, and the Planning Commission’s recommendation as part of its deliberations, the City Council finds it is appropriate and within the best interest of the City to make changes to the Code.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Midvale City, Utah as follows:

Section 1. The following sections of the Midvale City Municipal Code are hereby amended as included in the attachments to this document:

- Attachment A: Amending Title 16
- Attachment B: Amending Section 17-4-3

Section 2. This ordinance shall take effect upon the date of first publication.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Dustin Gettel, Mayor

ATTEST:

\_\_\_\_\_  
Rori Andreason, MMC  
City Recorder

Voting by City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

Date of first publication: \_\_\_\_\_

**Attachment A:**

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**17-4-3 Powers and duties.**

The planning commission shall:

- A. *General Plan.* Prepare and recommend a general plan and amendments to the general plan to the city council;
- B. *Zoning.* Recommend zoning ordinances and maps, and amendments to zoning ordinances and maps, to the city council;
- C. *Subdivision Regulation.* Recommend subdivision regulations and amendments to those regulations to the city council;
- D. *Subdivision Applications.* ~~Approve or deny preliminary subdivision applications as provided in Title 16;~~
- E. *Conditional Use Permits.* Approve or deny conditional use permits applications;
- F. ~~*Street Vacations and Property Disposal.* Recommend approval or denial of the vacation of city-owned rights of way or the disposal of city-owned property as provided in Chapter 12.16;~~  
~~and~~
- G. *Other Duties.* The planning commission shall have all of the powers and duties explicitly or impliedly given planning commissions by the laws of the state or city. (Ord. 12-11-2001C § 2 (part))

**Deleted:** Recommend approval or denial of subdivision applications as provided in this chapter;

**Deleted:** and

**Attachment B:**

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## **Title 16**

### **SUBDIVISIONS**

Chapters:

- 16.01 Subdivisions**
- 16.02 Preliminary plat**
- 16.03 Final Subdivision**
- 16.04 Boundary Line Adjustment**
- 16.05 Vacation, Replat, or Amendment of Plat**

## Chapter 16.01 SUBDIVISIONS

Sections:

- 16.01.010**      **Purpose.**
- 16.01.020**      **Definitions.**
- 16.01.030**      **Applicability.**
- 16.01.050**      **Violation of subdivision ordinance.**
- 16.01.060**      **Fees.**
- 16.01.070**      **Invalidity or unconstitutionality.**
- 16.01.080**      **Unlawful subdivision.**
- 16.01.090**      **Nonconforming structures.**
- 16.01.100**      **Condominium plat.**
- 16.01.110**      **Appeals.**
- 16.01.120**      **Preapplication meeting.**
- 16.01.130**      **Overview of subdivision process.**

### 16.01.010 Purpose.

This title is enacted pursuant to Utah Code Annotated Section [10-20-801](#). The purpose of this title is to:

- A. Protect and provide for the public health, safety, and general welfare of the city;
- B. Guide the future growth and development of the city in accordance with the general plan;
- C. Provide for adequate light, air, and privacy, to secure safety from fire, flood, landslides and other geologic hazards and other dangers, and to prevent overcrowding of the land and undue congestion of population;
- D. Protect the character and the social and economic stability of all parts of the city and to encourage the orderly and beneficial development of all parts of the municipality;

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- E. Protect and preserve the value of land throughout the city and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings;
- F. Guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation, and other public requirements and facilities;
- G. Provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic and public transportation throughout the city, having particular regard to the avoidance of congestion in the streets, highways, and public transportation, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building lines;
- H. Establish reasonable standards of design and procedures for subdivisions, records of survey, replats, and boundary line adjustments, in order to further the orderly layout and use of land; and to insure proper legal descriptions and monumenting of subdivided land;
- I. Ensure that public facilities are available and will have a sufficient capacity to serve the city's population and the proposed subdivision, replat, or boundary line adjustment;
- J. Prevent the pollution or degradation of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; to minimize site disturbance, removal of native vegetation, and soil erosion; and to encourage the wise use and management of natural resources throughout the municipality in order to preserve the integrity, stability, and beauty of the community and the value of the land;
- K. Preserve the natural beauty and topography of the city and to insure appropriate development with regard to these natural features;
- L. Provide for open spaces through the most efficient design and layout of the land, including the use of flexible density or cluster-type zoning in providing for minimum width and area of lots, while preserving the density of land as established in this title and [Title 17](#);
- M. Minimize the number of boundary line disputes in the city and to eliminate existing property line gaps and property line overlaps; and
- N. Avoid poorly planned developments that:

1. Cannot be adequately served by existing utilities or public services;
2. May prove to be dangerous or unsafe;
3. May cause an undue burden on existing traffic or transportation services;
4. May require the future expenditure of public funds to correct problems caused by the development. (Ord. 2024-01 § 1 (Att. A))

### 16.01.020 Definitions.

For the purpose of this title, certain abbreviations, terms, and words shall be used, interpreted and defined as set forth herein. Words not included herein, but which are defined in Chapter [17-2](#), shall be construed as defined therein.

“Culinary water authority” has the definition provided in Utah Code Annotated Section [10-20-102](#), as amended.

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“Review cycle” has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

Deleted: [10-9a-604.2](#)

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“Sanitary sewer authority” has the definition provided in Utah Code Annotated Section [10-20-102](#), as amended.

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“Subdivision improvement” means the required infrastructure, improvements, and municipally controlled utilities required for a subdivision.

“Subdivision improvement plans” has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

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“Subdivision ordinance review” has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

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“Subdivision plan review” has the definition provided in Utah Code Annotated Section [10-20-806](#), as amended.

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“Underground facility” has the definition provided in Utah Code Annotated Section [10-20-803](#), as amended. (Ord. 2024-01 § 1 (Att. A))

Deleted: [10-9a-603](#)

**16.01.030 Applicability.**

Any division of real property located within Midvale City is subject to the terms of this title. However, if state law exempts a particular division of real property, then the state law governs.

The division of real property includes any sale, gift, transfer, conveyance, consolidation, split, or other division that results in changing the boundaries or legal description of a given parcel or lot of real property. (Ord. 2024-01 § 1 (Att. A))

**16.01.050 Violation of subdivision ordinance.**

Unless otherwise specified by state law or this title, the violation of any of the provisions of this chapter is a class C misdemeanor. This provision may not be used against city officers and staff in their good faith attempts to administer and enforce the terms of this title. (Ord. 2024-01 § 1 (Att. A))

**16.01.060 Fees.**

Fees required by this title must be paid in the amount set by the city council. (Ord. 2024-01 § 1 (Att. A))

**16.01.070 Invalidity or unconstitutionality.**

Should any portion of this title be found to be invalid or unconstitutional by a court of competent jurisdiction, all remaining portions not found to be invalid or unconstitutional will remain in full force and effect. (Ord. 2024-01 § 1 (Att. A))

**16.01.080 Unlawful subdivision.**

A. It is unlawful to transfer, sell, convey, gift, or assign any lot before a final subdivision plat for the lot to be transferred, sold, conveyed, gifted, or assigned is approved and recorded pursuant to the requirements of this title and applicable state law.

B. Except as otherwise provided, all lots or parcels created by the subdivision of real property must comply with the city's lot size, lot width, lot depth, lot frontage, and buildable area requirements, and must abut a public or private street.

C. No subdivision may leave a lot or parcel outside the subdivision without access to a public street or a private street which the lot or parcel outside the subdivision has the legal right to use.

D. Any applicant desiring to develop property that has been subdivided illegally must comply with the requirements of this title before developing the property, regardless of whether or not the applicant was the one who illegally subdivided the property. No building permit may be issued for real property that has been illegally subdivided until the property has come into compliance with this title. The restrictions of this subsection do not apply to legally nonconforming lots.

E. It is unlawful to amend, vacate, alter, or modify any plat which has been approved and/or recorded, without first receiving city approval of the amended, vacated, altered, or modified plat.

F. It is unlawful to divide real property in such a way that a lot or parcel of property is created or left behind that cannot be developed according to the requirements of this title, the city zoning ordinance, and other applicable laws, regardless of whether or not a subdivision plat is required for the division. Examples of this type of violation include, but are not limited to, nuisance or protection strips, parcels or lots created or left for the sole purpose of denying another property owner access to his or her property, parcels or lots with insufficient square footage, parcels or lots with insufficient buildable area, parcels or lots that do not meet the institutional controls requirements under Chapter [8.10](#), and parcels or lots that do not abut on a street.

G. All property must be developed in strict compliance with the approved preliminary plat, the approved final plat, the approved construction drawings, the city's construction standards and

specifications, and all notes, restrictions, covenants, dedications, boundaries, and other commitments shown on the approved preliminary or final plat. Failure to note any improvement required by this title or any other part of the Midvale Municipal Code on the preliminary plat, final plat, or the construction drawings will not eliminate the applicant's responsibility to complete that improvement in the subdivision.

H. It is unlawful to convey or to record any conveyance of any real property to the city without following the appropriate processes outlined in this title and in Section [18.01.030](#) or without otherwise obtaining the consent of the city council. Any such conveyance is voidable by the city. (Ord. 2024-01 § 1 (Att. A))

#### **16.01.090 Nonconforming structures.**

A subdivision that has the effect of rendering any existing structure nonconforming to current city ordinances shall not be allowed. All property lines, streets and other improvements shall be located in such a way as not to render any existing use or structure nonconforming. However, an applicant may request a variance pursuant to Section [17-3-13](#). (Ord. 2024-01 § 1 (Att. A))

#### **16.01.100 Condominium plat.**

Each application for condominium on land that has never been subdivided shall be processed as a new subdivision, including the preliminary plat and final subdivision process if new. Each application for condominium on previously subdivided land shall be processed as an amendment of plat. (Ord. 2024-01 § 1 (Att. A))

#### **16.01.110 Appeals.**

Final decisions on applications under this title may be appealed to the hearing officer appointed pursuant to Section [17-5-3](#) and according to the processes described in Section [17-3-14](#). (Ord. 2024-01 § 1 (Att. A))

**16.01.120 Preapplication meeting.**

- A. An applicant for a subdivision, record of survey, amended subdivision, boundary line adjustment, plat vacation, or vacation of a public street may request to meet with the community development department to discuss the scope, purpose, procedures, and requirements of the proposed subdivision and the requirements of this code.
- B. As part of the request for a preapplication meeting, the applicant must provide drawings to the community development department in sufficient detail to allow staff to review the proposal for compliance with this code and to direct the applicant to the appropriate process.
- C. Within fifteen days of the request for a preapplication meeting, city staff must schedule a meeting to review the concept plan and provide initial feedback.
- D. At the preapplication meeting, city staff must provide or have available on the municipal website (1) copies of applicable land use regulations; (2) a complete list of standards required for the project; (3) preliminary and final application checklists; and (4) feedback on the concept plan. (Ord. 2024-01 § 1 (Att. A))

**16.01.130 Overview of subdivision process.**

The following subsections provide a brief overview of the subdivision approval process in Midvale City. This section is not intended to give an exhaustive review of the subdivision process. More specific provisions relating to the approval process are found elsewhere in this title.

- A. The applicant and their engineer are responsible for knowing and complying with the provisions of this title.
- B. The applicant prepares a preliminary plat. See Section [16.02.030](#).
- C. The applicant completes an application for preliminary plat approval, submits the application, the preliminary plat, required supporting documents, and the applicable fee to the community development department. See Section [16.02.020](#).
- D. The preliminary plat is reviewed by the development review committee to determine if it complies with applicable city ordinances, and the city engineer determines what public

improvements are required [and reviews the subdivision improvement plans](#). See Sections [16.02.040\(A\)](#) and [\(B\)](#).

E. The planning commission holds a public hearing on the preliminary plat and approves or denies it. See Section [16.02.040\(C\)](#).

F. If the planning commission approves the preliminary plat, the applicant prepares a final plat, completes an application for final plat approval, and submits the application, the final plat, required supporting documents, and the applicable fee to the community development department. See Section [16.03.020](#).

G. The final plat is reviewed by the development review committee. See Section [16.03.040](#).

H. The applicant completes the required improvements or provides the appropriate completion assurance for required improvements. See Section [16.03.050](#).

I. The development review committee approves the final subdivision plat, and it is signed by appropriate city personnel if it complies with all applicable laws. See Section [16.03.040](#).

J. If the applicant provided completion assurance, the applicant completes the required improvements within a year. See Section [18.01.020](#).

K. The city inspects the required improvements, and if they comply with the city's construction standards and a certificate of occupancy has been issued for a property that relies on said public improvements, then the city accepts the improvements and ninety percent of the completion assurance is released. See Section [18.01.020](#).

L. If the required improvements remain free from defects through the required warranty period, the rest of the completion assurance is released to the applicant. See Section [18.01.020](#).  
(Ord. 2024-01 § 1 (Att. A))

## Chapter 16.02

### PRELIMINARY PLAT

Sections:

- |                           |  |
|---------------------------|--|
| <a href="#">16.02.010</a> | <a href="#">Preliminary plat required.</a>                 |
| <a href="#">16.02.020</a> | <a href="#">Application for preliminary plat approval.</a> |

- 16.02.030**      **Contents of preliminary plat.**
- 16.02.040**      **Preliminary plat approval process.**
- 16.02.050**      **Design standards.**
- 16.02.060**      **Expiration of preliminary plat.**

**16.02.010 Preliminary plat required.**

- A. The purpose of the preliminary plat is to review and plan for the overall development of the subdivision, [the public improvements required to service the subdivision](#), and the land surrounding the subdivision.
- B. A preliminary plat must be approved for a parcel or lot before a final subdivision plat can be approved for that parcel or lot. An applicant may request simultaneous preliminary and final subdivision plat approval but bears the risk of having either or both rejected. (Ord. 2024-01 § 1 (Att. A))

**16.02.020 Application for preliminary plat approval.**

The applicant shall prepare and submit the following in a format acceptable to the community development department:

- A. The preliminary plat.
- B. Fees sufficient to mail out appropriate notices for a public hearing.
- C. A preliminary title report prepared within 30 days of the application by a title company licensed to practice in the state of Utah, which shows the owner of every parcel or lot of land contained within the proposed subdivision.
- D. A signed affidavit or sworn statement in which each owner identified by the preliminary title report provides consent to the proposed subdivision.
- E. A grading plan containing the following information:

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- 1. Property lines, street names, and existing and proposed buildings, walls, fences, utilities, paved areas, and other site improvements; and
  - 2. Existing and proposed contour lines and spot elevations. Contour lines must show every one foot of change for grades less than five percent, every two feet of change for grades more than five percent and less than ten percent, and every five feet of change for grades more than ten percent.
  - 3. Grade shall slope away from structures as required by the applicable building code and shall comply with other building codes and standards adopted by the city engineer.
- F. A site plan showing the location of existing structures within the preliminary plat boundaries and a notation as to whether the existing structures will remain or be demolished.
- G. The fee for a preliminary subdivision application as passed by the city council.
- H. Subdivision improvement plans and construction drawings showing existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements, and the location of all public utilities. Improvements shown on the construction drawings shall be in accordance with the City's infrastructure and engineering standards in Title 18.
- 1. The city engineer may adopt a policy governing additional requirements for construction drawings. All construction drawings shall have the professional engineer or architect state license seal stamped on all submitted sheets.
- I. Any other documents related to the subdivision required by the city's current, published preliminary plat application. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

**16.02.030 Contents of preliminary plat.**

The preliminary plat shall include the following:

- A. Scale must be indicated on the plat. (Minimum scale: one inch equals 50 feet);
- B. All proposed streets, alleys, parks, open spaces, and other offers of public dedications, showing widths and pertinent dimensions of each;
- C. An arrow indicating north drawn on each sheet;

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- D. Boundary dimensions and legal description of the entire subdivision;
  - E. The dimensions, legal description, and square footage of each lot;
  - F. Street stubs into the subdivision;
  - G. Legend of symbols;
  - H. The dimensions and locations of existing and proposed survey monuments, improvements, irrigation systems, structures, easements, exceptional topographical features, and other important features such as rail lines and water lines within the land to be subdivided and within one hundred feet of the proposed subdivision boundaries;
  - I. Description of every existing right-of-way and recorded easement located within the plat for:
    - 1. An underground facility;
    - 2. A water conveyance facility; or
    - 3. Any other utility facility; and
    - 4. Any water conveyance facility located entirely or partially within the plat that:
      - a. Is not recorded; and
      - b. Of which the owner of the land has actual or constructive knowledge, including from information made available to the owner of the land in the state engineer's inventory of canals or from a surveyor;
  - J. Proposed subdivision name that is distinct from any subdivision name on a plat recorded in the county recorder's office;
  - K. Name and address of the applicant, engineer or surveyor for the subdivision, and owners of the land to be subdivided;
  - L. Streets, lots, and properties within one hundred feet surrounding the subdivision shown in ghost lines and the owner names and parcel numbers of land immediately adjacent to the subdivision;
  - M. A vicinity drawing accurately locating the property shown on the plat. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

### 16.02.040 Preliminary plat approval process.

A. *Review by City Staff.* The members of the development review committee shall review the submitted application and plans for compliance with city code, state law, and any other applicable law.

1. The city planning director or designee shall review the application for compliance with all state and local zoning regulations and shall forward the application to other members of the development review committee for review.

2. The city engineer shall;

a. Review the submitted application to determine what public improvements are required;

b. Review the submitted application and all required construction drawings to determine if the required public improvements have been provided and if the public improvements comply with generally accepted engineering standards, the city's construction standards and specifications and any other specifications, standards or policies established by the city; and

c. Make recommendations to the development review committee and Planning Commission in accordance with city requirements concerning the preliminary plat.

3. The city must comply with the requirements of Utah Code Annotated Section 10-20-803(3)(d), as amended, regarding notice to facility owners of water conveyance facilities.

B. *Review Cycles.*

1. For a residential subdivision for single family dwellings, two-family dwellings, or townhomes, the city must complete its review as follows:

a. The initial review of the application shall be completed no later than 15 business days after the day on which an applicant submits a complete preliminary plat application; and

b. The subdivision plan review of a subdivision improvement plan shall be completed within 20 business days after the day on which the applicant submits a complete preliminary plat application.

**Moved down [1]:** The city engineer will review the submitted application to determine what public improvements are required. As part of its review, the city must comply with the requirements of Utah Code Annotated Section 10-9a-603(3)(d), as amended, regarding notice to facility owners of water conveyance facilities.

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c. Prior to recording, review the final plat and surveyor's certification for acceptability.¶

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2. In reviewing a preliminary plat the city may require (a) additional information relating to an applicant's plans to ensure compliance with municipal ordinances and approved standards and specifications for construction of public improvements; and (b) modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information. The city's request for additional information or modifications to plans under this subsection must be specific and include citations to ordinances, standards, or specifications that require the modifications to plans, and must be logged in an index of requested modifications or additions.

3. After the city has requested additional information or modifications to plans, the applicant must provide revised plans to the city. In addition to revised plans, the applicant must provide a written explanation in response to the city's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any. The applicant's written explanation must be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction. If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed. If an applicant makes a material change to a plan set, the city has the discretion to restart the review process at the first review of the application but only with respect to the portion of the plan set that the material change substantively affects.

4. The city may require up to four review cycles for a preliminary plat application. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the city's previous review cycle, the city may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections. Unless a change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in the city's review is waived. However, a modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

5. If, on the fourth or final review, the city fails to respond within 20 business days, the city must, upon request of the property owner, and within 10 business days after the day on which the request is received:

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a. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Utah Code Annotated Section [10-20-911\(5\)\(d\)](#) to review and approve or deny the final revised set of plans; or

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b. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination in accordance with Section [16.01.110](#).

6. If the applicant does not submit a revised plan within [20](#) business days after the city requires a modification or correction, the city shall have an additional [20](#) days to respond to the plans.

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[7. No preliminary plat may be approved by the city engineer until the construction drawings related to the subdivision improvement plans have been approved by the city engineer.](#)

C. *Public Hearing.* After the city development review committee has determined that the proposed subdivision complies with state law and city code or after four complete review cycles, the planning commission will hold a public hearing on the preliminary plat and must approve or deny the application. The public hearing must be noticed as outlined in Section [17-3-9](#) and in accordance with state law. (Ord. 2024-01 § 1 (Att. A))

### 16.02.050 Design standards.

The following standards apply to all subdivisions within the city:

A. *Lot Standards.* All resulting lots shall comply with the lot standards for the zone district. Lots shall be perpendicular to the street. Double frontage lots are prohibited unless the planning commission, with the recommendation of the development review committee, determines that:

1. The topography or other unusual condition exists that requires deviation from the standard; and
2. If the rear yard is adjacent to a collector or arterial street, the applicant shall install a six-foot masonry wall or its functional equivalent, unless for aesthetic or safety reasons such requirement is waived.

B. *Street Layout.*

1. Streets shall comply with the city's transportation master plan.
2. Streets shall align with and connect to existing streets on adjoining properties unless the planning commission, with the recommendation of the development review committee, determines that the general plan, topography, traffic demands or other conditions make it better to depart from the system.
3. Streets shall be laid out in a manner that reduces, to the extent possible, dead-end roads and promotes connectivity.
4. Streets shall be laid out in a manner that provides future access to undeveloped and underdeveloped property.
5. The planning commission, after recommendation by the development review committee, may grant up to a 10% density bonus or up to a 10% reduction to width, depth, frontage, area, and setback requirements when the layout of future access as required herein results in a reduction of 10% or more of buildable units. The bonus or reduction approved by the planning commission should be roughly proportional to the reduction in buildable units due to future access, up to a maximum of 10%. When providing such approval, the planning commission must explicitly make the applicable findings and must include the specifics of the bonus or reduction granted in its motion.

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C. *Landscaping.* Along all streets, the applicant shall install deciduous trees, two inches in caliper, for each 30 feet of frontage.

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D. *Infrastructure.* All preliminary plats shall include subdivision improvement plans for subdivision improvements required by the city engineer pursuant to Section 18.01.010.

E. *Private Streets.* The applicant may propose private streets within the subdivision so long as the proposed street(s) include a right-of-way width of 35 feet, with 20 feet of pavement installed to city specifications and fire code, two and one-half feet of curb and gutter on each side and a five-foot sidewalk adjacent to the curb on both sides.

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1. Private streets shall align with and connect to existing streets, whether public or private, on adjoining properties unless the planning commission, after recommendation of city

staff, determines that the general plan, topography, traffic demands, or other conditions make it better to depart from the system.

2. To the extent possible, private streets shall be laid out in a manner that reduces dead-end roads and promotes connectivity.

3. Private streets shall be laid out in a manner that provides future access to undeveloped and underdeveloped property.

4. The planning commission, after recommendation by the development review committee, may grant up to a 10% density bonus or up to a 10% reduction to width, depth, frontage, area, and setback requirements when the layout of future access as required herein results in a reduction of 10% or more of buildable units. The bonus or reduction approved by the planning commission should be roughly proportional to the reduction in buildable units due to future access, up to a maximum of 10%. When providing such approval, the planning commission must explicitly make the applicable findings and must include the specifics of the bonus or reduction granted in its motion.

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5. All new private streets shall comply with the following street lighting standards:

a. Light sources shall be at least as efficient as LED and no greater than four thousand K in correlated color temperature (CCT).

b. Light fixtures shall use a cutoff luminaire that is fully or partially shielded with no light distributed above the horizontal plane of the luminaire or into nearby residential structures.

c. luminaires shall be mounted at a height no higher than 20 feet above the adjacent roadway.

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d. Streetlights shall be placed at intersections and at a frequency no less than one streetlight per every one hundred fifty feet of roadway, rounded up to the next whole number. Streetlight locations shall alternate sides of the street to the greatest extent possible.

e. Poles and fixtures shall be black, dark brown, or another neutral color approved by the community development director.

f. Poles, luminaires, sources, and associated fixtures shall match in construction those used on public streets to the greatest extent possible. The community development director may exempt an applicant from this requirement if the applicant is implementing a thematic design which incorporates lighting.

F. *Lighting Plan.* A lighting plan is required for all developments and must contain the following:

1. Plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details.
2. Description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices that may include, but is not limited to, manufacturer catalog cuts and drawings, including section where required; and photometric data, such as that furnished by manufacturers, or similar showing the angle of the cutoff or light emission.
3. A point-by-point light plan to determine the adequacy of the lighting over the site.

G. *Driveways.* Lots which lack frontage on a public or private street, when permitted by the zoning ordinance, shall utilize access easements. Residential flag lots may share an access drive for up to two residential structures in addition to any access required by the frontage lot when the access drive is at least 20 feet wide and the units with frontage on the street have the required side setback between the unit and the driveway. (Ord. 2024-01 § 1 (Att. A))

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**16.02.060 Expiration of preliminary plat.**

A. An application for preliminary plat approval shall expire if the application has not been approved within 12 months after the date it was submitted. Upon expiration, an application for preliminary plat approval shall be considered null and void, and a new application must be submitted and fees paid. If an application for final plat approval associated with the preliminary plat was submitted simultaneously with the application for preliminary plat approval, the application for final plat approval shall also be considered null and void when the application for preliminary plat expires, and a new application must be submitted and fees paid.

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B. An approved preliminary plat expires one year after approval unless a complete final subdivision application has been filed for all of a preliminary plat or a portion of a preliminary plat for a phased subdivision. If the plat still complies with all applicable laws and ordinances,

the applicant may make a written request for an extension, and the development review committee may, in its discretion, extend the validity of an approved preliminary plat by six-month or one-year increments up to a total of two additional years for single phased plats and up to a total of four years for multi-phased plats. (Ord. 2024-01 § 1 (Att. A))

## **Chapter 16.03**

### **FINAL SUBDIVISION**

Sections:

- 16.03.010**      **Final subdivision plat required.**
- 16.03.020**      **Application for final subdivision plat approval.**
- 16.03.030**      **Contents of final plat.**
- 16.03.040**      **Final subdivision plat approval process.**
- 16.03.050**      **Requirements for final subdivision plat.**
- 16.03.060**      **Expiration of final subdivision plat.**

#### **16.03.010**      **Final subdivision plat required.**

A. Upon city staff recommendation and planning commission approval of the preliminary plat, an applicant shall prepare a final plat, which accurately reflects each and every planning commission- and staff-imposed requirement including the applicant's offer and dedication of public lands.

B. A final plat may be submitted for approval concurrently with the preliminary plat, provided the final plat meets the requirements of this chapter. If the applicant chooses to submit the preliminary and final plats concurrently, the city maintains the right to deny one or both of the plats, and the applicant shall bear all risks associated with their preparation and submittal. (Ord. 2024-01 § 1 (Att. A))

### 16.03.020 Application for final subdivision plat approval.

The applicant shall prepare and submit the following in a format acceptable to the community development department:

- A. The final plat;
- B. A preliminary title report prepared within 30 days of the application by a title company licensed to practice in the state of Utah that shows the owner of every parcel or lot of land contained within the proposed subdivision or a signed affidavit or sworn statement by each owner identified by the preliminary title report used for the preliminary plat in which each owner affirms that title for the property has not changed ownership;
- C. The fee for a final subdivision application as passed by resolution by the city council;

~~D.~~ A tax clearance, indicating that all taxes, interest, and penalties owing on the land have been paid;

~~E.~~ A site plan showing the location of existing structures within the final plat boundaries;

~~F.~~ For a condominium application, a signed affidavit by an attorney who is licensed to practice in Utah that states that the condominium declaration, the record of survey map and the other supporting documentation comply in all respects with the Utah Condominium Ownership Act (Utah Code Annotated Section 57-8-1 et seq.) as well as all applicable federal, state and local laws and ordinances and that when the condominium declaration and survey map have been recorded in the office of the Salt Lake County recorder that the proposed project will be a validly existing and lawful condominium project in all respects; and

~~G.~~ Any other documents related to the subdivision required by the city's current, published final subdivision application. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

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Deleted: D. Construction drawings showing existing ground and/or asphalt elevations, planned grades and elevations of proposed improvements, and the location of all public utilities. Improvements shown on the construction drawings shall be in accordance with the preliminary plat;¶  
adopt a policy governing additional requirements for construction drawings. All construction drawings shall have the designing engineer or architect state license seal stamped on all submitted sheets. No final plat may be approved by the city engineer until the construction drawings have been approved by the city engineer;¶

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### 16.03.030 Contents of final plat.

The final plat shall include the following:

- A. All features required by Section 16.02.030;

- B. Streets indicating numbers and/or names and lots addressed and numbered consecutively;
- C. Boundary dimensions and legal description of the subdivision and each lot therein which close within one-hundredth of one foot with point of beginning clearly labeled;
- D. Location, width, centerlines bearings and curve data (including delta angle, radius, length, tangent, and the long chord on curves) and other dimensions of all existing proposed or platted streets and easements;
- E. Location, width, centerlines bearings and curve data (including delta angle, radius, length, tangent, and the long chord on curves) and other dimensions of all important features such as rail lines, water lines, and exceptional topography within the proposed area and within a one-hundred-foot perimeter of the subdivision. Water system features must appear on the plat;
- F. Signature boxes for the following:
  - 1. Surveyor's stamped certificate with subdivision boundary legal description;
  - 2. Owner's dedication signed by all owners of any property on the plat;
  - 3. Salt Lake County health department approval;
  - 4. Community development director approval;
  - 5. Planning commission chair approval;
  - 6. City attorney approval as to form;
  - 7. City engineer approval;
  - 8. County recorder's certificate; and
  - 9. Mayor's approval.
- G. A certification by the surveyor that complies with Utah Code Annotated Section [10-20-803\(6\)\(b\)](#), as amended;
- H. Dedication language and the date of the owner's dedication on each sheet;

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- I. A note indicating the existence of institutional controls or other environmental regulations in areas where such controls or regulations, particularly Midvale’s institutional controls ordinance (Chapter [8.10](#)), are in effect;
- J. A note indicating that the plat will expire and be void if it is not recorded within one year of the date it is approved by the city;
- K. A note indicating the existence of covenants, conditions, or restrictions, if any; and
- L. Language conveying to the association all common areas (as those terms are defined in Utah Code Annotated Section [57-8a-102](#), as amended) if any part of the subdivision is to be part of a community association subject to Utah Code Title [57](#), Chapter [8a](#), Community Association Act, as amended. (Ord. 2024-30 § 1 (Att. A); Ord. 2024-01 § 1 (Att. A))

**16.03.040 Final subdivision plat approval process.**

A. *Review by City Staff.* The members of the development review committee shall review the submitted application and plans for compliance with city code, state law, and any other applicable law.

- 1. The city planning director or designee shall review the application for compliance with all state and local zoning regulations and shall forward the application to other members of the development review committee for review.
- 2. The city engineer shall:

- a. ~~Make recommendations to the development review committee in accordance with city requirements concerning the final plat; and~~
- b. ~~Prior to recording, review the final plat and surveyor’s certification for acceptability.~~

3. All other members of the development review committee shall review the application for compliance with state, local, and federal laws and regulations related to their area of expertise.

B. *Certain Residential Review Deadlines.* For a residential subdivision for single family dwellings, two-family dwellings, or townhomes, the city shall complete the initial review of the application,

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including all subdivision plan reviews no later than 15 business days after the day on which an applicant submits a complete final subdivision application.

C. Subdivision Improvements. After the initial review and prior to final approval of the final subdivision application, the applicant shall complete the required subdivision improvements or shall provide adequate completion assurance pursuant to Section 18.01.020.

D. Approval or Denial. The development review committee shall approve the final plat if it meets the requirements of the preliminary plat and all applicable laws, ordinances, codes, and regulations. The development review committee may deny approval of the final plat if the plat does not comply with all applicable laws, ordinances, codes, and regulations. If the request for final plat approval is denied, the development review committee shall state the reasons for the denial in writing.

E. Signatures. After the development review committee has approved the final plat, the applicant shall print the final plat on linen or Mylar and obtain the necessary signatures prior to recording.

F. Utah Geospatial Resource Center. Within thirty days of approval, city staff shall submit an electronic copy of the final plat to the Utah Geospatial Resource Center as required by Utah Code Annotated Section 10-20-803(5), as amended.

G. Recording. The owner(s) of an acknowledged, certified, and approved plat shall record the plat in the county recorder's office. (Ord. 2024-01 § 1 (Att. A))

**16.03.050 Requirements for final subdivision plat.**

A. The final subdivision plat shall comply with all applicable city ordinances, state law, and conditions imposed by the preliminary plat.

B. All subdivision improvements shall be completed by qualified contractors in accordance with the construction standards in Section 18.03.010. No work may be commenced on public improvements without first obtaining a permit from the city engineer.

1. If the applicant elects to not finish subdivision improvements prior to recording the final subdivision plat, then the applicant shall provide completion assurance for all public

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additional information or modifications to plans, the applicant shall provide revised plans to the city. In addition to revised plans, an applicant shall provide a written explanation in response to the city's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction. If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all comments are addressed. If an applicant makes a material change to a plan set, the city has the discretion to restart the review process at the first review of the application but only with respect to the portion of the plan set that the material change substantively affects.¶

4. The city may require up to four review cycles for a final subdivision plat application. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the city's previous review cycle, the city may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections. Unless a change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure ...

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improvements as determined by the city engineer. If the applicant provides completion assurance for the public improvements, the completion assurance shall comply with the requirements of Section [18.01.020](#).

C. No final subdivision plat shall be approved or recorded until:

1. The subdivision improvements have been constructed to the satisfaction of the city engineer; or
2. The applicant for the subdivision has tendered the completion assurance required by this chapter and entered into an agreement with the city in which the applicant agrees to install the improvements as required by this chapter, and to indemnify and hold the city harmless from any claims, suits or judgments arising from the condition of the property dedicated to the city, from the time that the property is dedicated to the city to the time when the improvements on the dedicated property are finally accepted by the city (including the passage of the warranty period); and the owner(s) of the subdivision has given written permission to the city or its representatives to enter upon the property included within the final plat to complete any subdivision improvements required by this title in the event that the owner/applicant fails to satisfactorily complete such improvements in the time allowed by this title and Title [18](#).

D. The final subdivision plat must be signed by all property owners identified on the title report.

1. If ownership has changed since the preparation of the title report, the applicant must provide proof of the recorded change of ownership to the city.
2. Any subdivision plat that has an owner's dedication signed by someone other than the entity who was the owner on the date that the owner's dedication was signed is void. (Ord. 2024-01 § 1 (Att. A))

### **16.03.060 Expiration of final subdivision plat.**

A. An application for final plat approval shall expire immediately following the passage of one year of no activity with respect to the application. "Activity" means submission of documents by the applicant for review or responses to comments by the applicant, request for inspection by

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the applicant, or other active communication between the applicant and city [planning or](#) engineering staff. Upon expiration, an application for final plat approval shall be considered null and void and a new application must be submitted and fees paid.

B. The final plat shall expire and be void one year after approval by the development review committee unless the plat has been recorded. Upon expiration, new applications for preliminary and final subdivisions must be submitted. (Ord. 2024-01 § 1 (Att. A))

## **Chapter 16.04**

### **BOUNDARY LINE ADJUSTMENT**

Sections:

- 16.04.010**      **Boundary line adjustment permitted.**
- 16.04.020**      **Application for boundary line adjustment.**
- 16.04.030**      **Boundary line adjustment review.**

#### **16.04.010**    **Boundary line adjustment permitted.**

This chapter applies to boundary adjustments between two properties where at least one property is a lot or where one property is a parcel that includes a dwelling unit. The owners of record of two adjoining properties may relocate the common property boundary line between the two properties by an exchange of title if they comply with the provisions of this chapter. This chapter does not apply to the merging of two lots or parcels. (Ord. 2024-01 § 1 (Att. A))

#### **16.04.020**    **Application for boundary line adjustment.**

The applicant shall prepare and submit the following in a format acceptable to the community development department:

- A. A legal description of both the original properties and the properties resulting from the boundary line adjustment;

- B. A diagram of the two resulting properties prepared by a surveyor showing the location of all existing improvements, irrigation systems, structures, and easements;
- C. A signed affidavit or sworn statement in which each property owner provides consent to the boundary line adjustment;
- D. A notice of approval required by Utah Code Annotated Section [10-20-809\(5\)\(b\)](#) and [\(c\)](#) if the boundary line adjustment includes common area or common area and facility as those terms are defined in Utah Code Annotated Section [10-20-809](#), as amended.
- E. A tax clearance, indicating that all taxes, interest, and penalties owing on both properties have been paid;
- F. The fee for a boundary line adjustment application as passed by resolution by the city council; and
- G. Any other documents related to the subdivision required by the city's current, published boundary line adjustment application. (Ord. 2024-01 § 1 (Att. A))

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### 16.04.030 Boundary line adjustment review.

The city development review committee shall review a boundary line adjustment application and provide written notice of its decision in accordance with Utah Code Annotated Section [10-20-906](#). The development review committee shall issue a notice of approval for a boundary line adjustment if, after review, it determines that:

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- A. No new dwelling lot or housing unit results from the boundary line adjustment;
- B. The adjoining property owners consent to the boundary line adjustment;
- C. The boundary line adjustment does not result in remnant land that did not previously exist;
- D. The boundary line adjustment identifies and preserves any easements owned by third parties including, but not limited to, the city, a public utility, a special service district, a culinary water authority, or a sanitary sewer authority for existing facilities located on either of the properties; and

E. The adjustment does not result in violation of applicable subdivision or zoning requirements. (Ord. 2024-01 § 1 (Att. A))

## Chapter 16.05 VACATION, REPLAT, OR AMENDMENT OF PLAT

Sections:

- 16.05.010**      **Subdivision amendments not involving public streets.**
- 16.05.020**      **Subdivision amendments involving public streets.**

### **16.05.010**    **Subdivision amendments not involving public streets.**

A. Subdivision amendments not involving the vacation of all or a portion any public street, right-of-way, or easement and that cannot be processed as a boundary line adjustment shall be processed as a new subdivision, including the preliminary plat and final subdivision process. The preliminary and final plats shall include the following additional features:

1. The amended plat must depict only the portion of the subdivision that is proposed to be amended;
2. The amended plat must include a plat name distinguishing the amended plat from the original plat;
3. The amended plat must describe the differences between the amended plat and the original plat;
4. The amended plat must include references to the original plat; and
5. The amendment must identify and preserve any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the subdivision.

B. An applicant shall provide the notice of approval required by Utah Code Annotated Section [10-20-809\(5\)\(b\)](#) and [\(c\)](#), as amended, if the subdivision includes common area or common area and facility as those terms are defined in Utah Code Annotated Section [10-20-809](#), as amended.

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C. After completion of the final subdivision process, the development review committee shall approve the amendment if it finds that:

1. There is good cause for the vacation or amendment; and
2. No public street or municipal utility easement has been vacated or amended. (Ord. 2024-01 § 1 (Att. A))

### **16.05.020 Subdivision amendments involving public streets.**

A. Subdivision amendments involving the vacation (in whole or in part), alteration, or amendment of any public street, right-of-way, or easement or the dedication of a public street shall be processed as a new subdivision, including the preliminary and final subdivision process.

B. The preliminary and final plats shall include the following additional features:

1. The amended plat must depict only the portion of the subdivision that is proposed to be amended;
2. The amended plat must include a plat name distinguishing the amended plat from the original plat;
3. The amended plat must describe the differences between the amended plat and the original plat;
4. The amended plat must include references to the original plat;
5. The amendment must identify and preserve any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the subdivision.

C. The preliminary application shall include:

1. The name and address of each owner of record of land that is:
  - a. Adjacent to the public street or municipal utility easement between the two nearest public street intersections; or

b. Accessed exclusively by or within three hundred feet of the public street or municipal utility easement;

2. Proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated;

3. The signature of each owner under subsection [\(C\)\(1\)\(a\)](#) of this section who consents to the vacation; and

4. A notice of approval required by Utah Code Annotated Section [10-20-809\(5\)\(b\)](#) and [\(c\)](#), as amended, if the subdivision includes common area or common area and facility as those terms are defined in Utah Code Annotated Section [10-20-809](#), as amended.

Deleted: [10-9a-606\(5\)\(b\)](#)

Deleted: [\(c\)](#)

Deleted: [10-9a-606](#)

D. After completion of the preliminary subdivision process, the city council shall hold a public hearing in accordance with Utah Code Annotated Section [10-20-208](#), as amended. The city council shall approve the vacation or amendment if it finds that:

Deleted: [10-9a-208](#)

1. Good cause exists for the vacation or amendment; and

2. Neither the public interest nor any person will be materially injured by the proposed vacation or amendment.

E. The effect of a vacation or amendment under this section does not impair:

1. Any right-of-way or easement of any parcel or lot owner;

2. The rights of any public utility; or

3. The rights of a culinary water authority or sanitary sewer authority. (Ord. 2024-01 § 1 (Att. A))

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**The Midvale Municipal Code is current through Ordinance 2025-02, passed February 4, 2025.**

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Disclaimer: The city clerk's office has the official version of the Midvale Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.midvalecity.org](http://www.midvalecity.org)

[Hosted by General Code.](#)



**CITY COUNCIL MEETING**  
*Minutes*  
**Tuesday March 3, 2026**

**Council Chambers**  
**7505 South Holden Street**  
**Midvale, Utah 84047**

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**MAYOR:** Mayor Dustin Gettel

**COUNCIL MEMBERS:** Council Member Paul Glover  
Council Member Bonnie Billings  
Council Member Denece Mikolash  
Council Member Bryant Brown  
Council Member Heidi Robinson

**STAFF:** Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Jonathan Anderson, Planner II; Kate Andrus, RDA Director; Moira Gray, RDA Project Manager; Aubrey Christensen, RDA Program Manager; Laura Magness; Communications Director; Chief April Morse, UPD; Chief Nathan Kay, UFA; and Matt Pierce, IT Director.

**6:00 p.m. – WORKSHOP**

• **Housing Connect – Union Plaza Development Discussion**

Darin Mano, Housing Connect, discussed the V72 project developed 3-4 yrs ago. He said it's similar to what they'd like to do at the Union Plaza site.

Jeff Davis, NSR Design, said they've completed a study of the existing site to better develop the housing needs. He said currently there are duplexes located on the site at Fort Union Blvd and 700 E even though it's a single-family zone. He said those duplexes are older and have met their life. He said they have been looking at the current zoning options. One in particular is the RM-25 Zone, which would allow them to provide additional housing needed. He said they would like to see this property rezoned. He said they've only done a site fit study so far.

Janice Kimball, CEO of Housing Connect, said they would allow current residents to move back into the apartments.

The Council said they want the green space to be usable. There was some concern with the current residents feeling comfortable moving from a duplex into an apartment complex. There also is a need for more bedroom units rather than more studio units.

Darin Mano said the goal is to add amenities to the project. It would be hard to produce the same density using the tools available today.

Janice Kimball said the changes also may prevent them from using tax credits to develop the site.

## **6:30 p.m. – REGULAR MEETING**

Mayor Dustin Gettel called the business meeting to order at 6:34 p.m.

### **I. GENERAL BUSINESS**

#### **A. Welcome and Pledge of Allegiance**

**B. Roll Call** - Council Members Heidi Robinson, Denece Mikolash, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

#### **C. Unified Police Department Report – [Chief April Morse]**

Chief Morse began with the January statistics, she reported that February was a busy month with 2080 calls for service resulting in 652 calls turning into cases, 54 booking arrests, and 269 citations. The Violent Crimes Unit is working 157 cases with 8 additional in February. The Special Victims Unit is working 78 cases with 13 additional in February. There was an auto pedestrian accident that resulted in a Major Accident Team call out. There was a SWAT call out. The K9 Unit deployed 30 times, and the department experienced over 7 hours of flight time with the Drone Unit. Some of the calls taken were a shots fired aggravated assault, an aggravated domestic case, and a bomb threat.

Matt Dahl expressed his appreciation to the Police and how amazing they are at doing their job and providing communication in a timely manner to the city.

#### **D. Proclamation Woman’s History Month**

Council Members Heidi Robinson, Bonnie Billings, Denece Mikolash and Mayor Gettel read the proclamation into the record.

Laura Magness discussed the kickoff of Woman’s History month at Midvale City by relating some details about the story of women’s leadership in the state of Utah. Laura recognized the service of former Midvale Mayor Joann Seghini, former Utah Governor Olene Walker, and Midvale Council Members Heidi Robinson, Bonnie Billings, and Denece Miklash.

#### **E. Recognition of Matt Kasparian for service on the Planning Commission.**

Mayor Gettel presented Matt Kasparian with a certificate and plant in appreciation for his dedicated service on the Planning Commission.

### **II. PUBLIC COMMENTS**

Devin Johnson, Midvale resident, and owner of the business Hairoism and Alter Ego Apothecary. She said her business is 243 feet outside of the existing RDA project area. She would like to recommend the RDA boundary be expanded to include her business area so that the redevelopment tools available can support the full corridor in a cohesive way. Alter Ego will provide retail, independent salon suites, educational workshops, and public events. These will provide Center Street with walkable economic activity complementing Midvale's transit-oriented and redevelopment goals. Devin gave some statistics on roadblocks that young entrepreneurs face and how expanding the RDA boundaries in Midvale will help.

### III. COUNCIL REPORTS

A. **Council Member Bonnie Billings** – reminded everyone about the caucus night on March 17<sup>th</sup>. She urged everyone to attend their local caucus meeting and to visit [Utahdemocrats.org](http://Utahdemocrats.org) or [utgop.org](http://utgop.org) for location addresses and information.

B. **Council Member Paul Glover** – nothing to report

C. **Council Member Heidi Robinson** – said the Mural Fest is June 13<sup>th</sup>. She is excited about the festival this year.

D. **Council Member Bryant Brown** – said he is glad the lights are up on main.

E. **Council Member Denece Mikolash** – said one way to support Women's History month is through women run businesses. She said one of the Main Street businesses, Maivi, is a woman owned pressed flower workshop.

### IV. MAYOR REPORT

A. Mayor Dustin Gettel reported that he attended a UPD promotion ceremony where 14 newly promoted officers that took the oath of office. Four of the officers will be assigned to the Midvale Precinct, so he is looking forward to becoming better acquainted with them. He has been spending a lot of time up with the state legislature. It has been a successful session and there will be an in-depth report at the next meeting. There has been a huge section of Main Street sidewalk blocked off for over year while the apartment building was constructed, and as of last week we got that sidewalk back.

### V. CITY MANAGER REPORT

A. Matt Dahl asked Millie Mallat, Midvale City's Event Coordinator, to give an update on events.

Millie Mallat said she is looking to amp up the food truck events. May 19 through Aug 25 every Tuesday from 5-8 the city will host food trucks and events will be occurring with the food trucks. May 19<sup>th</sup> is the kickoff event, Dash and Dine on Main. There will be a Fun Run on Main Street, Salt Lake Running Company, Wasatch Trail Run Series, Girls on the Run will be in attendance as well as the Salt Lake County Library. UFA will be out as well as local business Big Mountain Barbell with activities for all ages. We will have a Pups and Trucks night that will include local business Rebel Paw with a food truck for the pups

as well as a booth with some of their products. During Mural Fest we have a Paint and Watch party planned with a puzzle themed activity. Other themed events planned are a Guac and Roll Fiesta featuring Latin American and Sushi fare, and also a Sweets and Eats night featuring dining and dessert trucks. At the end of July, we will host a cornhole tournament featuring a back-to-school fundraiser element in tandem with the Family Resource Center Pickleball fundraiser. On August 11 we will host a blood drive with the food trucks the hours will be extended to 1-7 to accommodate the special nature of this event.

## **VI. PUBLIC HEARINGS**

### **A. RECEIVE PUBLIC COMMENT REGARDING A ZONING CODE TEXT AMENDMENT THAT PROPOSES SPECIFIC FRONT SETBACK REQUIREMENTS FOR CENTER SQ (125 W STREET), MODIFYING VARIOUS SECTIONS OF MIDVALE MUNICIPAL CODE CHAPTER 17-7-8 (TOD ZONE).**

Jonathan Anderson said the proposed amendment modifies Sections 17-7-8.3, 17-7-8.4, and 17-7-8.5 and creates specific front yard setback requirements for Center Sq (125 W Street) with references in other sections (17-7-8.8 regarding parking) for consistency throughout the zone.

The current eastern side of Center Square consists of 4 properties, all of which have some form of angled or perpendicular parking located directly off the public right-of-way (see Attachment 2). Without the amendment, the current development standards would require a project to be constructed in a manner that would create an inconsistent streetscape across the properties (see Attachment 3). This amendment would enable the streetscape to remain as it currently is and be consistent across all potential forms of future development that could occur along the street.

The Planning, Public Works, Engineering, and Legal Departments have reviewed the proposed language in conjunction with the right-of-way vacation request (Public Hearing Item B in the 3/3/2026 City Council Meeting) and determined that it complies with the Zoning Code Amendment Criteria.

Public notice has been sent to affected entities as required in 17-3-9.B of the Midvale Municipal Code. No comments have been received as of the writing of this report.

#### ***-ZONING CODE TEXT AMENDMENT CRITERIA-***

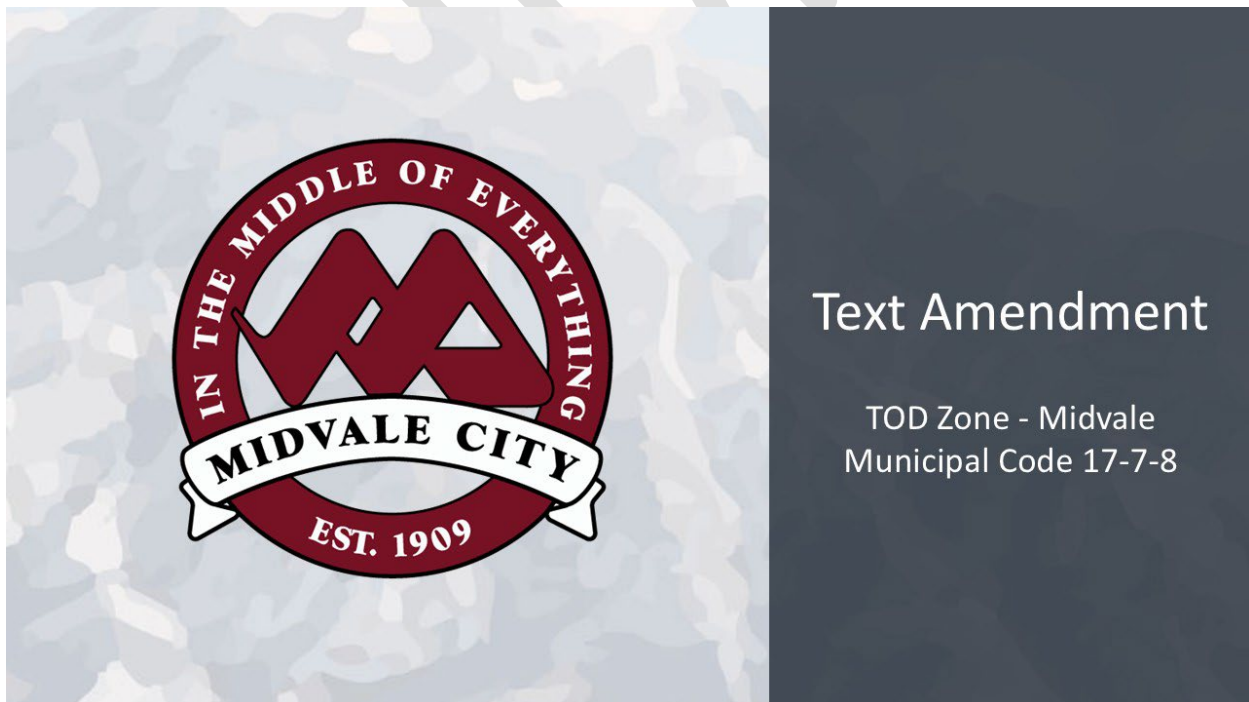
To establish and maintain a sound, stable, and desirable city, a zoning code amendment application may only be approved if the reviewing body determines, in written findings, that the proposed amendment demonstrates one or more of the following:

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;

3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that this proposal meets the first, second and third criteria listed above.

1. The proposed amendment for Center Square (125 W) would maintain consistency of the current streetscape with the existing properties and sidewalk.
2. The amendment promotes the purposes of UCA 10-9a-102 (renumbered to 10-20-101) by “(i) providing fundamental fairness in land use regulation” and (j) “facilitates orderly growth, allows growth in a variety of housing types, and contributes toward housing affordability.”
3. The amendment also creates consistent sidewalk and landscaping widths rather than the current subjective standard that ranges in widths for the sidewalk and front landscaping setback requirement.



## Applicable Sections of 17-7-8

The proposed amendment is to Sections 17-7-8.3, 17-7-8.4, and 17-7-8.5 to create specific front yard setback requirements for Center Sq (125 W Street) with references in other sections (17-7-8.8 regarding parking) for other consistency throughout the zone.

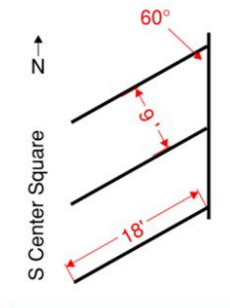


## Proposed Front Setback Language

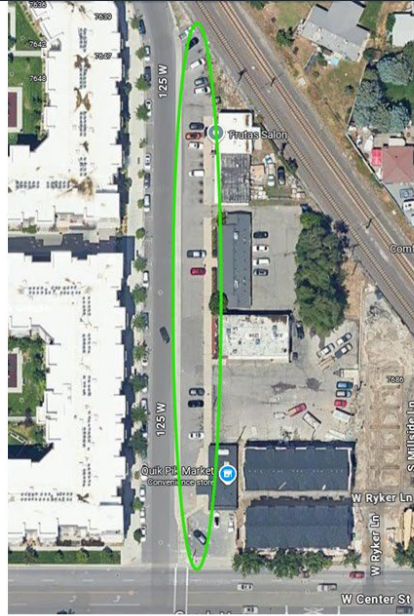
iii. South Center Square (125 West Street) Exception. The front yard setback for properties with frontage on the east side of South Center Square (125 West Street) from Center Street to West Park Street shall be a minimum of 32 feet from the front property line. The front yard setback must include angled parking, a minimum sidewalk width of five feet beginning from the front edge of the sidewalk with adjacent properties, and a minimum of five feet of landscaping up to the foundation of the residential structure. Each angled parking space shall be constructed at a 60 degree angle as shown in Figure 1 below.



Figure 1: South Center Square Angled Parking



## Center Sq



## Center Sq



## Findings

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

*Findings: 1. The amendment complies with Midvale Municipal Code 17-3-1(F)(1, 2, & 3).*

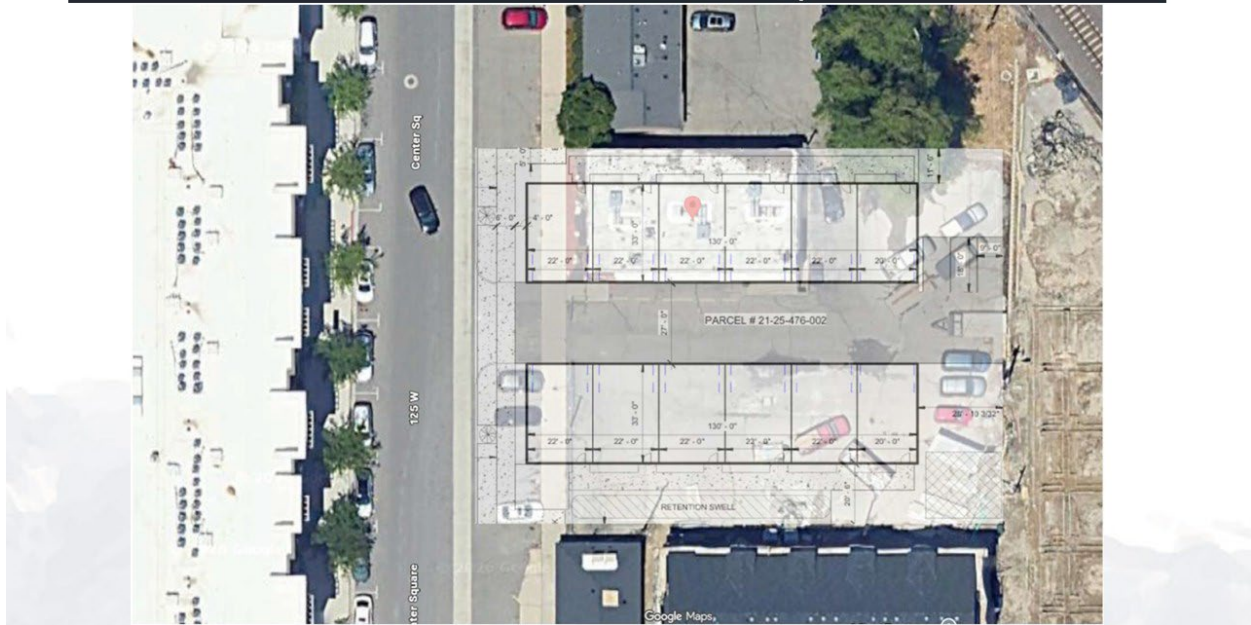
## Condition of Approval

1. The right-of-way vacation request for property located at approximately 7689 S Center Sq (Public Hearing Item A on the 3/3/2026 City Council Agenda) is approved.

## 7689 S Center Sq



## 7689 S Center Sq



Darrin Nate, developer, said Jonathan explained the situation well. Darrin Nate explained what he had planned for the parcel.

**MOTION:** Council Member Paul Glover **MOVED** to open the public comment section of the hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Gettel called for discussion on the

**motion. There being none, he called for a vote. The motion passed unanimously.**

There were no public comments.

**MOTION: Council Member Paul Glover MOVED to close the public comment section of the hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

**ACTION: Consider Ordinance No. 2026-O-06 Regarding a Zoning Code Text Amendment that Proposes Specific Front Setback requirements for Center Sq (125 W Street), modifying various sections of Midvale Municipal Code Chapter 17-7-8 (TOD Zone).**

**MOTION: Council Member Heidi Robinson MOVED to Approve Ordinance No. 2026-O-06 regarding a zoning code text amendment that proposes specific front setback requirements for Center Sq (125 W Street), modifying various sections of Midvale Municipal Code Chapter 17-7-8 (TOD Zone) as provided in the attachments, with the finding and condition noted in the staff report. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

<b>Council Member Paul Glover</b>	<b>Aye</b>
<b>Council Member Heidi Robinson</b>	<b>Aye</b>
<b>Council Member Bryant Brown</b>	<b>Aye</b>
<b>Council Member Denece Mikolash</b>	<b>Aye</b>
<b>Council Member Bonnie Billings</b>	<b>Aye</b>

**The motion passed unanimously.**

**B. RECEIVE PUBLIC COMMENT REGARDING VACATING A PORTION OF CENTER SQ (125 W STREET) RIGHT-OF-WAY FOR PROPERTY LOCATED AT APPROXIMATELY 7689 S CENTER SQ. AND DISPOSING OF SAID PROPERTY TO CENTER SQUARE OFFICE, LLC.**

Jonathan Anderson said vacations are regulated by Midvale Municipal Code (MMC) Section 12.16.050, with the City Council holding discretion to dispose of properties if the requirements of this section have been satisfied. The Council can approve, approve with conditions, or deny the request (MMC 12.16.050(F)). The inclusion of the legal description and appraisal are requirements to be provided by the written request for vacation (MMC 12.16.050(A)).

As required by MMC 12.16.050(G), “if the request is approved, the new prospective owner(s) will prepare all legal documents for the transfer or sale of the property.” The City does not incur any costs in this process. The sale of the vacated property would be \$4,075 (see the appraisal document, Attachment B in Ordinance 2026-O-07).

The Planning, Public Works, Engineering, and Legal Departments have reviewed the proposed vacation in conjunction with a zoning code text amendment (Public Hearing Item A on the City Council 3/3/2026 agenda) and have recommended approval.

Public notice for the public hearing was preceded by notice of publication in the Salt Lake Tribune (published 2/15/2026) at least 14 days prior to the public hearing, mailed to property owners within 500 feet of the proposed area, posted with a notice on the property at least 10 days prior (posted on 2/19/2026) according to MMC 12.16.050(C), 17-3-9(D), and UCA 10-20-208, and posted on the Utah Public Notice and Midvale City websites.



## Vicinity Map



## Legal Description

### PUBLIC STREET VACATED AREA DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 649.55 FEET AND WEST 111.63 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°52'55" WEST 168.84 FEET TO THE TRUE POINT OF BEGINNING AND EASTERLY RIGHT OF WAY LINE OF CENTER SQUARE STREET, A PUBLIC ROAD; THENCE SOUTH 89°52'55" WEST 7.24 FEET; NORTH 00°11'05" EAST ALONG THE NEW RIGHT OF WAY LINE OF SAID CENTER SQUARE STREET, A PUBLIC ROAD 125.00 FEET; THENCE NORTH 89°52'55" EAST 6.58 FEET TO A POINT ON SAID EXISTING EASTERLY RIGHT OF WAY LINE OF CENTER SQUARE STREET; THENCE SOUTH 00°07'05" EAST ALONG SAID EXISTING RIGHT OF WAY LINE 125.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 864 SQUARE FEET OR 0.020 ACRE.



## Findings

1. The right-of-way vacation request for property located at approximately 7689 S Center Sq meets the requirements of Midvale Municipal Code 12.16.050.

## Condition of Approval

1. The zoning code text amendment to various sections of Midvale Municipal Code 17-7-8 (Public Hearing Item A on the 3/3/2026 City Council Agenda) is approved.

**MOTION:** Council Member Paul Glover **MOVED** to open the public comment section of the hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

Proceedings of City Council Meeting  
March 3, 2026

From: [Sam Tyler](#)  
To: [Jonathan Anderson](#)  
Subject: Re: Right-of-way vacation request for property located at approximately 7689 S Center Sq.  
Date: Monday, March 2, 2026 10:19:51 AM  
Attachments: [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image002.png](#)  
[image003.png](#)  
[image001.png](#)

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Thank you Jonathan,

This notice that we got in the mail really dropped a grenade in the neighborhood group chat, I'm interested to see what other comments you have received.

I have been thinking about my first email over the weekend, and I feel that I need to amend a few things I said.

First, in my original email, I wrote, "any due diligence on their part would have revealed that any development that would block that view would be infeasible, at least in the near term." Looking back, I think that was incorrect. The setback requirement really has nothing to do with how high someone would be able to build on that lot, and really the only practical difference is that you could now build 12 townhomes in there while meeting parking requirements instead of 9 or 10. Some of my neighbors, including my wife, seem to remember the developer telling them that the center square lot was going to be guest parking for our development. I looked through all of the paperwork and written communication from when we were buying our place, and the only thing I could find that remotely addressed this was a plat map of the development which clearly shows that center square is not included. Frankly, I think that our real-estate agent just mentioned that it might end up being used as parking. I'd be interested to see if my neighbors have any documentation to the contrary, but I'm guessing we all received that same plat map.

Second, Utah, and indeed the nation, is facing a housing crisis. The age of a first-time homebuyer in the US is older than it ever has been, and our failure to meet the demand for housing over the past decades can be seen physically manifest, as the poorest and most vulnerable people in our society have been completely priced out of a place to live and can be seen pushing their life's possessions down the street, living out of cars and vans, and sleeping beneath underpasses. We can't afford to be precious about views and street parking. If our development had been decided by public comment, the very homes that my neighbors write your from or are returning to after attending Tuesday's city council meeting would never have been built, but some of them are hoping you will pull up the ladder now that they have finally climbed it.

Our proximity to the Trax station across the street makes our neighborhood one of the best areas in the valley to build new housing and businesses while minimizing the impact on air quality and traffic, since many of us can get to work by taking the train. My future children will be able to get summer jobs and enjoy access to Utah's culture and nature without needing to pay thousands of dollars to buy and maintain a car. We all bought homes in a growing area zoned for transit-oriented development. This zoning reflects Midvale's commitment to make the most of the taxpayers' investment in Utah's public transit infrastructure, and I hope that Midvale's planners and city council continue to legislate and make decisions to make the most of that investment.

Thank you,

Sam Tyler



On Mon, Mar 2, 2026, 8:51 AM Jonathan Anderson <[janderson@midvaleut.gov](mailto:janderson@midvaleut.gov)> wrote:

Hi Sam,

Thanks for submitting public comment for tomorrow's City Council Meeting. We will get this forwarded to the Council members for consideration and included in the meeting minutes.

Proceedings of City Council Meeting  
March 3, 2026

From: [Sam Tyler](#)  
To: [Midvale Planning Mailbox](#)  
Subject: Right-of-way vacation request for property located at approximately 7689 S Center Sq.  
Date: Friday, February 27, 2026 3:50:13 PM  
Attachments: [image002.png](#)  
[image003.png](#)

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Good afternoon,

My apologies for not being able to make my comments in person, I have a choir that I attend on Tuesday nights that keeps me from being able to attend very many city council meetings.

I am writing regarding the right-of-way vacation request referenced in the subject line of my email.

I agree with Ryker Development and the planning commission's recommendation that the right-of-way vacation request be granted. It is true that the change would match the existing businesses on that street, and I believe it would enable development of an empty lot and vacant building into something that would make our neighborhood stronger and safer.

However, you are going to receive a number of comments opposed to the right-of-way change from my neighbors. **You should listen to their concerns**, but understand that their disputes are really not to do with zoning minutia, but have more to do with their frustration towards the developer and the PUD found in the packet for the vacation request. The residents in Units 12-16 in the bottom image were sold homes with large windows facing an open view, and any due diligence on their part would have revealed that any development that would block that view would be infeasible, at least in the near-term.

Now that the developer has sold the last of the units in our development and shaken the dust from their feet, that same developer wants to build new townhomes on lots 7-12 in the top image that will disrupt the view, natural light, and privacy that they sold my neighbors just a couple years ago.

Center Square should not sit empty, and I believe that Midvale's City Council should change the right-of-way rules to allow for the productive use of the space. It really is a great place to live, and I will welcome any new neighbors that move in over the coming years, but please keep the existing neighborhood in mind before approving any developments that are too high and too close on the Center Square lot.

Thank you,

Sam Tyler  


**MOTION: Council Member Paul Glover MOVED to close the public comment section of the hearing. The motion was SECONDED by Council**

**Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

**ACTION: Consider Ordinance No. 2026-O-07 Regarding Vacating a Portion of Center Sq (125 W Street) Right-of-Way for Property Located at Approximately 7689 S Center Sq. and disposing of said property to Center Square Office, LLC.**

**MOTION: Council Member Heidi Robinson MOVED to Approve Ordinance 2026-O-07 vacating a portion of Center Sq (125 W Street) right-of-way for property located at approximately 7689 S Center Sq and disposing of said property to Center Square Office, LLC as included in the attachments, with the finding and condition noted in the staff report. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

<b>Council Member Paul Glover</b>	<b>Aye</b>
<b>Council Member Heidi Robinson</b>	<b>Aye</b>
<b>Council Member Bryant Brown</b>	<b>Aye</b>
<b>Council Member Denece Mikolash</b>	<b>Aye</b>
<b>Council Member Bonnie Billings</b>	<b>Aye</b>

**The motion passed unanimously.**

**VII. CONSENT AGENDA**

**A. CONSIDER MINUTES OF FEBRUARY 17, 2026.**

**MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

<b>Council Member Bryant Brown</b>	<b>Aye</b>
<b>Council Member Denece Mikolash</b>	<b>Aye</b>
<b>Council Member Bonnie Billings</b>	<b>Aye</b>
<b>Council Member Paul Glover</b>	<b>Aye</b>
<b>Council Member Heidi Robinson</b>	<b>Aye</b>

**The motion passed unanimously.**

**VIII. ACTION ITEMS**

**A. CONSIDERATION OF RESOLUTION NO. 2026-R-11 APPOINTING COUNCIL MEMBER DENECE MIKOLASH AS MIDVALE CITY'S ALTERNATE REPRESENTATIVE ON THE UTAH RENEWABLE**

**COMMUNITIES BOARD AND APPROVING MIDVALE CITY'S UPDATED COMMITTEE AND BOARD ASSIGNMENTS LIST.**

Matt Dahl said Midvale City joined the Utah Renewable Communities program - also known as the Community Renewable Energy Agency - by adopting Resolution 2024-R-41 on August 20, 2024. That resolution authorized execution of the associated program agreements, approved Midvale's low-income assistance plan, and appointed representatives to the Utah Renewable Communities Board.

The Agency is an interlocal entity coordinating directly with Rocky Mountain Power to deliver net-100% renewable energy options for participating communities under the authority of the Community Renewable Energy Act.

To maintain ongoing representation needs, staff recommended appointing Council Member Denece Mikolash as the alternate representative on the Utah Renewable Communities Board and approving the updated Midvale City committee and board assignments list.

**MOTION:** Council Member Bonnie Billings **MOVED** to suspend the rules and approve Resolution No. 2026-R-11 appointing Denece Mikolash as the alternate representative on the Utah Renewable Communities Board and approving Midvale City's updated committee and board assignments list. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

**B. CONSIDER RESOLUTION NO. 2026-R-12 APPROVING THE MIDVALE CITY PARK RENTAL AGREEMENT BETWEEN MIDVALE CITY AND THE UTAH GIRLS TACKLE FOOTBALL LEAGUE.**

Matt Dahl said in 2020, Midvale City (the City) entered into an agreement with the Utah Girls Tackle Football League (UGTFL), allowing the use of designated areas within City Park for youth football programming. That agreement expired on April 30, 2025.

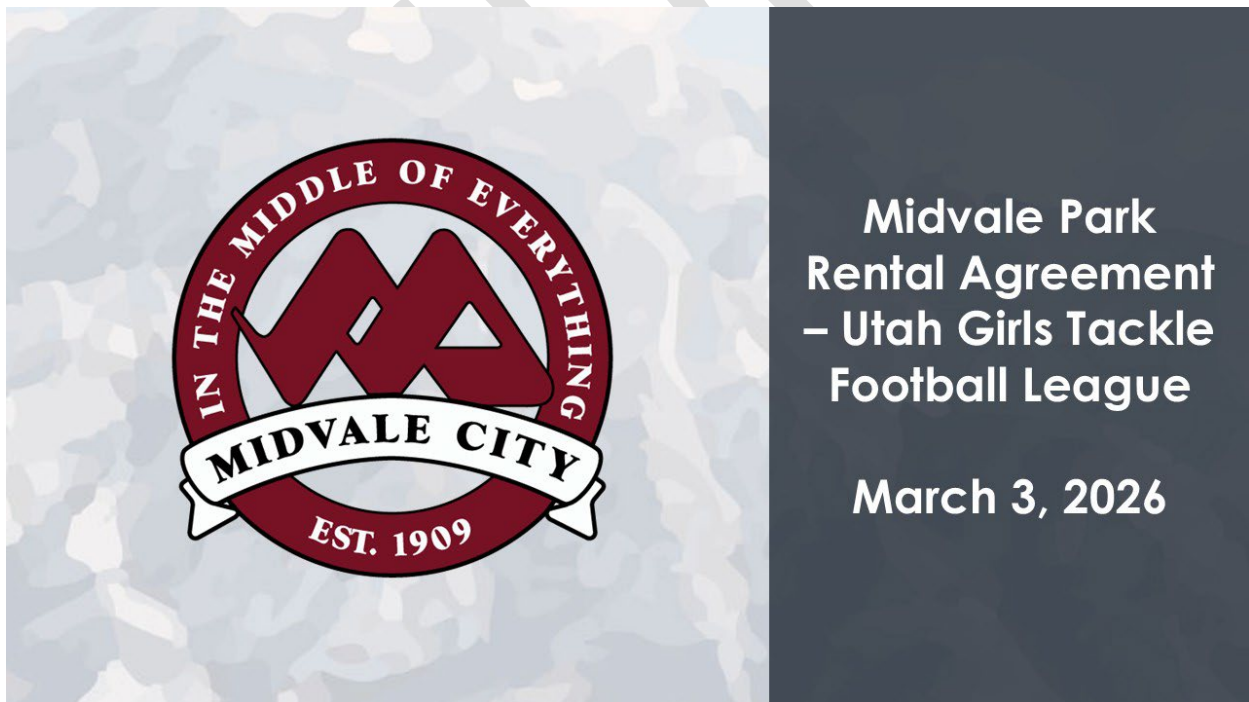
Following confirmation from UGTFL of their interest in renewing the partnership, Midvale City has drafted a new short-term rental agreement. If approved, the short-term agreement would extend through May 16, 2026, and would permit continued use of designated areas within Midvale City Park by UGTFL for youth football activities. During the FY27 budget process the City Council will evaluate the City's current policies regarding fee waivers for non-profit organizations. Following that discussion, and based

on the direction of the City Council, a long-term agreement with UGTFL may be considered.

Notable updates in the proposed agreement include:

- Adjustment of Rented Area: Under Section 1(a) "Property" the usable area of the park has been adjusted from previous years, and Exhibit A of the agreement reflects the updated usable area. There is also a provision that allows the City to further adjust the designated rented area of the park with four weeks' written notice to UGTFL. This addresses the adjusted area of the park due to an agreement Midvale City and Salt Lake County entered into for the construction of a library.
- Adjustment of Use: Section 1(b) "Permitted Uses" has been revised to reflect that UGTFL may be required to adjust its use of the rented area if the City modifies the designated space.

The City would continue to receive \$5.00 per youth participant from UGTFL. The financial impact of the agreement is considered negligible.



## Terms

Agreement similar to the previous one with these notable updates:

- Adjustment of rented area due to the construction of the library
- Agreement is short-term ending on May 16, 2026
  - A long-term agreement may be considered in FY27 after the Council reviews non-profit fee-waiver policies

Fee: \$5 per participant

**MOTION:** Council Member Bonnie Billings **MOVED** to suspend the rules and approve Resolution No. 2026-R-12 approving the Midvale City Park Rental Agreement Between Midvale City and Utah Girls Tackle Football League. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

### IX. ADJOURN

**MOTION:** Council Member Paul Glover **MOVED** to adjourn the meeting. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 7:18 p.m.

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**Rori L. Andreason, MMC**  
**H.R. DIRECTOR/CITY RECORDER**

Approved this March 24, 2026

PENDING



7505 S Holden Street  
Midvale, UT 84047  
801-567-7200  
www.MidvaleCity.org

## MIDVALE CITY COUNCIL STAFF REPORT 3-24-2026

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### **SUBJECT**

Consideration of Resolution 2026-R-13 Authorizing the Mayor and City Staff to enter into an agreement between Midvale City, Salt Lake City Corp, and UDOT for the 8000 South Bridge Replacement Project

### **SUBMITTED BY**

Branden Anderson, City Engineer

### **BACKGROUND AND OVERVIEW**

The Utah Department of Transportation (UDOT) will be replacing a bridge structure located at about 80 E 8000 S. This bridge serves as a canal bridge that conveys water for Salt Lake City Public Utilities.

A betterment agreement for this project was brought to the council in October 2025, which the council passed. It was to fund the portion of the roadway between the bridge and the Trax lines.

This agreement is with Midvale, Salt Lake City Corp, and UDOT to allow UDOT's contractor to construct the new bridge (box culvert) over the canal.

This is a 2-part agreement:

- 1- Allows the 3-parties to construct the bridge in accordance with UDOT bid procurement and to put an agreement in place to do so.
  - a. It also executes a simultaneous second agreement at through the SLC Corp permitting process.
- 2- Leases the property from Salt Lake City Corp to have Midvale's bridge installed at this location.
  - a. Along with other items of SLC Corps normal permitting process.
  - b. Midvale City signed a very similar contract for the Larchwood Bridge project in 2015.

City staff will continue to support the project through design coordination, construction oversight and public engagement with residents.

The schedule has adjusted back in that the contract was not finalized in fall of 2025. The anticipated completion is projected for winter 2026–27 or 2027-2028, depending on seasonal constraints related to canal water flow.

## **FISCAL IMPACT**

First agreement has no financial impact. The second agreement to lease the ground will have a direct cost of \$1,000 for a period of 10 years.

## **STAFF RECOMMENDATION**

Staff recommends suspending the rules and approval of resolution 2026-R-13, entering into an agreement with UDOT and Salt Lake City Corp.

## **RECOMMENDED MOTION**

I move that we suspend the rules and approve Resolution No. 2026-R-13, a resolution authorizing the Mayor and City Staff to enter into two agreements with the UDOT and Salt Lake City Corp. for the 8000 S. Bridge Replacement Project.

## **ATTACHMENT**

1. Resolution No. 2026-R-13

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2026-R-13**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
BETWEEN MIDVALE CITY, SALT LAKE CITY PUBLIC UTILITIES, AND UDOT FOR THE  
8000 SOUTH BRIDGE REPLACEMENT PROJECT**

**WHEREAS**, UDOT acquired federal funding for bridge repairs and replacement within the State of Utah to help with aging infrastructure; and

**WHEREAS**, UDOT identified a bridge at approximately 80 East 8000 South (bridge) as an aging bridge in need of replacement in their action plan; and

**WHEREAS**, UDOT acquired the funding and is overseeing design and construction of the bridge with Midvale staff support for reviews, public involvement; and

**WHEREAS**, Midvale City wants to address deficient paving surrounding the bridge and Trax line adjacent to the bridge; and

**WHEREAS**, staff determined that this betterment would improve the roadway section and complete the work near the Trax lines; and

**WHEREAS**, Midvale owns the roadway known as 8000 South, which includes a bridge structure at approximately 80 East 8000 South; and

**WHEREAS**, Salt Lake City Corp owns certain real property, as evidenced by its deed that is recorded in the Office of the Salt Lake County Recorder in Book “Q” Page 88 (“City Property”) which the Salt Lake City Corp owns for operation, maintenance, and construction of an irrigation and drainage canal known as the Jordan and Salt Lake Canal; and

**WHEREAS**, Midvale currently owns an existing structure at approximately 80 East 8000 South, and UDOT, through its Contractor, plans to install a new box culvert and bridge structure, utilizing the surface of the Salt Lake City Corp Property, under a separate Utility & Bridge Permit Agreement, signed in tandem with this agreement; and

**WHEREAS**, Salt Lake City Corp is willing to grant UDOT and Midvale permission and license for the Project work, upon the terms and conditions set forth in this agreement.

**WHEREAS**, an agreement has been prepared by UDOT, Salt Lake City Corp and reviewed by City staff.

**NOW THEREFORE BE IT RESOLVED**, by the Midvale City Council that the attached two Agreements between UDOT, Salt Lake City Corp, and Midvale City is approved and the Mayor and City Staff is authorized to execute said agreement.

This Resolution shall take effect immediately upon adoption.

**PASSED AND APPROVED** this 24<sup>th</sup> day of March 2026.

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Mayor Dustin Gettel

ATTEST:

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Rori L. Andreason,  
City Recorder

Voting by the City Council	“Aye”	“Nay”
Bryant Brown	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Denece Mikolash	_____	_____

## AGREEMENT

(To construct the Jordan and Salt Lake City Canal in  
a box culvert bridge)  
**512900303**

This Agreement ("Agreement"), made and entered into as of the date stamped by the Salt Lake City Recorder's Office (Effective Date), by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter ("City"), and **MIDVALE CITY**, a municipal corporation, whose mailing address 7505 S. Holden Street, Midvale, Utah 84047, hereinafter ("Midvale") and **UTAH DEPARTMENT OF TRANSPORTATION**, whose mailing address is 4501 South 2700 West, Salt Lake City, Utah 84119, hereinafter ("UDOT") (each as "Party", and together as "Parties").

## RECITALS

WHEREAS, Midvale owns the roadway known as 8000 South, which includes a bridge structure at approximately 67 E 8000 South, shown on **Exhibit "A"** attached hereto (the "Roadway"); and

WHEREAS, City owns certain real property, as evidenced by its deed that is recorded in the Office of the Salt Lake County Recorder in Book "Q" Page 88 ("City Property") which the City owns for operation, maintenance, and construction of an irrigation and drainage canal known as the Jordan and Salt Lake Canal (the "Canal"); and

WHEREAS, Midvale currently owns an existing structure at 8000 South, and UDOT, through its Contractor, plans to install a new box culvert and bridge structure (the "Project Work") as described in Exhibit B, utilizing the surface of the City Property, under a separate Utility & Bridge Permit Agreement, signed in tandem with this agreement; and

WHEREAS, City is willing to grant UDOT and Midvale permission and license for the Project Work, upon the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **License.** City hereby grants UDOT, UDOT's Contractor, and Midvale, permission and license to construct the Project Work within the City Property, as described in Exhibit B.

2. **Warranty.** Midvale agrees to unconditionally warrant the materials and workmanship, including maintenance of said box culvert and related improvements, of the Project Work contemplated hereby for a minimum of one (1) year, subject to the limitations of this section 2. The warranty is required to cover two full irrigation seasons. The warranty period shall commence upon the acceptance of the installation of the Project Work in writing by City's Director of Public Utilities, per section 8 of this Agreement. Midvale will warrant and insure against any losses or damage directly arising because of any defect in the materials or workmanship of the Project Work. The City will be beneficiary of such warranty, and any legal costs

and fees incurred while enforcing such warranty will be paid 100% by Midvale. Midvale will respond to any warranty request from the City within 24 hours, where practical, providing a corrective work plan to protect the Canal and remove the improvements. As between Midvale and UDOT only, nothing in this section 2 shall be construed to alter or replace the separate agreement between Midvale and UDOT related to the Project Work.

3. **Construction.** UDOT's contractor shall not commence any construction or modify any improvements allowed hereby until all plans and specifications for materials and construction have been presented to and approved in writing by City's Director of Public Utilities. The City's Director of Public Utilities shall approve or deny such request within 30 days of receipt of said plans and specifications. The Project Work will be managed by UDOT. The Parties acknowledge the importance of completing the Project Work in a manner consistent with the schedule and federal funding deadlines. Accordingly, the Parties shall coordinate, cooperate upon a schedule for the design, construction, and final completion of the Project.

4. **UDOT and Midvale Responsibilities.** UDOT and Midvale agree:

a. Plans and specifications for the Project Work shall be prepared by a licensed engineer and shall show reasonable details of the proposed construction.

b. To pay all costs relating to the design, acquisition, construction and installation of the box culvert, including all fees required by applicable laws, regulations, and City ordinances.

c. City shall be entitled to unencumbered access to the Canal and City Property for inspection, repairs and maintenance, operation, replacement and any other lawful purpose. In the event it is necessary to disturb the roadway surface in connection with the City's access the City shall not be liable to Midvale or UDOT for the cost of restoring the surface to its prior condition.

d. To not install any fencing, gates, trees or other improvements on the Canal and City Property only with the express written consent of the City's Director of Public Utilities, and the City agrees to approve or deny such request within 30 days.

e. That any Project Work may only occur within the City Property from **November 1 to March 1**, during the City's non-irrigation season.

5. **Approvals.** UDOT and Midvale shall demonstrate to the City, in a manner acceptable to the City Attorney, that UDOT and Midvale have acquired all property rights necessary and convenient, as determined by UDOT, for the construction, use, maintenance, and operation of the Project Work.

6. **Storm Water Management.** UDOT and Midvale will not allow storm water to accumulate on the Roadway or to enter into the Canal at any time.

7. **Canal.** The City is dependent on the Canal to deliver the irrigation water necessary to meet the City's obligations on numerous exchange agreements. UDOT and Midvale agree and warrant that the Project Work will not interfere with the flow of water through the Canal. In the event the City determines that Project Work is interfering with the flow of water through the Canal, the City shall send written notice per section 15. Upon receipt of such notice, UDOT and Midvale shall take all necessary steps to assure their activities are not obstructing the flow of water through the Canal, including removal of any water-obstructing facilities or improvements from said Canal and City Property. If the City determines that the box culvert and related

improvements are to be removed for water to flow unobstructed, the UDOT and/or Midvale shall restore the Canal and City Property as near as possible to its condition prior to the date hereof.

8. **Acceptance.** UDOT will provide written notification to the Parties to obtain final acceptance of the Project Work. Upon receipt of any notice, the City will have 30 days to respond in writing to UDOT's Resident Engineer with any additional comments regarding the Project Work. After 30 days, the City is deemed to have accepted the Project Work unless otherwise identified in writing among the Parties.

9. **Indemnity.** Midvale and UDOT agree to indemnify, save harmless and defend City, its agents and employees from and against any loss, cost or expense, and all damage to the Canal, or City Property, including attorneys' fees, arising out of the Project Work to the extent allowed by Utah Code § 63G-6a-1203 and subject to the limitations of this section 9. The Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. (the "Act"). Notwithstanding any provision to the contrary in this Agreement, the obligations in this Agreement are subject to and limited to the dollar amounts set forth in the Act and are further limited only to the claims that arise from the negligent act or omissions of the Parties, and nothing in this Agreement shall be construed to be a waiver of the Parties of any defense or limits of liability available under the Act.

10. **Term.** Unless otherwise terminated, this Agreement shall terminate upon expiration of the warranty period. So long as the Utility Permit & Bridge Agreement is in force and effect, the provisions of sections 7 and 9 shall survive any termination of this Agreement as to Midvale.

11. **Remedy.** In the event UDOT and Midvale fail to complete construction of a concrete box culvert for a portion of the Canal located on the City Property as contemplated herein, regardless of the reason, City may remedy such failure by completing the construction with its own contractors, whereby Midvale shall be 100% responsible for all costs and expenses incurred by City in remedying the failure.

12. **Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees.** UDOT and Midvale represent that they have not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

13. **GRAMA.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by UDOT and/or Midvale pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with UDOT and/or Midvale. Any materials for which the UDOT and/or Midvale claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from UDOT and/or Midvale explaining the Owner's claim of exemption from disclosure. City will make reasonable efforts to notify UDOT and/or Midvale of any requests made for disclosure of documents submitted under a claim of

confidentiality. UDOT and/or Midvale may, at their sole expense, take any appropriate actions to prevent disclosure of such material. UDOT and/or Midvale specifically waives any claims against City related to disclosure of any materials required by GRAMA.

14. **Termination.** This Agreement may be terminated as follows:

- a. By mutual agreement of the Parties, in writing.
- b. By a Party for another Party's failure to timely cure a default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the performing party. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination. The Agreement will not terminate if the Party receiving the notice commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then the non-breaching Party may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice. The terminating Party shall be responsible for all the costs that the non-terminating Parties incur prior to the termination, less any costs directly attributable to the defaulting Party.
- c. Prior to commencement of construction, by UDOT for the convenience of UDOT upon delivery of a written notice to the other Parties, and UDOT will be responsible for the reasonable costs that the other Parties incur for Project Work before receiving notice of the termination of the Agreement.

15. **General Terms.** The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT          4501 South 2700 West          Box 143600          Salt Lake City, UT 84114          Attention: Nick Clark</p> <p>With a copy to:</p> <p>Assistant Attorney General          (UDOT)          4501 South 2700 West          Salt Lake City, UT 84114-4855</p>	<p>To Midvale:</p> <p>Midvale City          ATTN: City Engineer          7505 S Holden Street          Midvale, UT 84047</p> <p>With a copy to:</p> <p>Midvale City          ATTN: City Attorney          7505 S Holden Street          Midvale, UT 84047</p>	<p>To Salt Lake City:</p> <p>Department of Public Utilities          1530 S West Temple          Salt Lake City, Utah 84115          Attention: Director</p> <p>With a copy to:</p> <p>Salt Lake City Attorney's Office          Salt Lake City Recorder          P.O. Box 145515          Salt Lake City, UT 84114-5515</p>
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b. The Parties agree to work together cooperatively and in good faith to accomplish the intent of this Agreement. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

*(See Signatures Below)*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

SALT LAKE CITY CORPORATION

By \_\_\_\_\_  
Laura Briefer  
Director, Department of Public Utilities

ATTEST AND COUNTERSIGNED:

\_\_\_\_\_  
CITY RECORDER'S OFFICE

APPROVED TO FORM:

\_\_\_\_\_  
City Attorney's Office

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

Midvale City Corporation

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BY: Dustin Gettel  
ITS: Mayor

ATTEST AND COUNTERSIGNED:

---

Midvale City Recorder

APPROVED AS TO FORM:

---

Midvale City Attorney

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day  
and year herein first above written.

UTAH DEPARTMENT OF TRANSPORTATION



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03/17/2026

John Montoya  
Project Manager

Exhibit "A"  
(Owners Parcel)

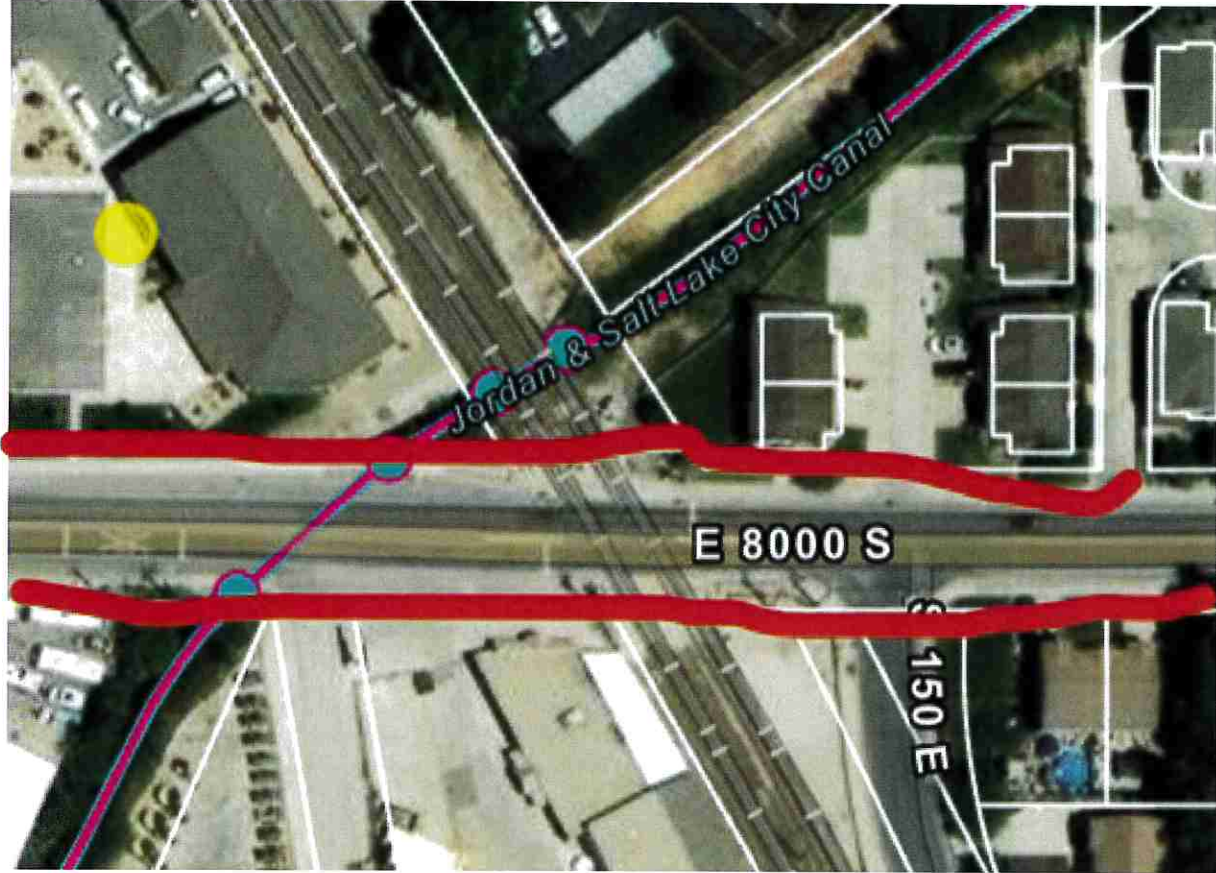


Exhibit "B"

**8000 South Street**

**Limits of Disturbance - Jordan and Salt Lake Canal**

Area of "Limits of Disturbance", situate in the NW1/4 NW1/4 and the SW1/4 NW1/4 of Section 31, T.2S. R.1E., S.L.B.&M., the boundaries of which are described as follows:

North side:

Beginning at the intersection point of the northerly right of way line of 8000 South Street and the westerly right of way line of the Utah Transit Authority Railroad, which point 1355.79 feet S.00°01'19"E. along the Section Line and 757.34 feet S.89°53'27"E. and 33.00 feet N.00°06'35"E. from the Northwest Corner of said Section 31; and running thence N.89°53'25"W. 91.24 feet along said northerly right of way line; thence N.45°37'11"E. 21.46 feet; thence S.89°22'49"E.

67.08 feet to said westerly railroad right of way line; thence S.31°25'29"E. 16.94 feet along said westerly railroad right of way line to the point of beginning.

Containing 1,168 sq. ft. or 0.027 acre.

South side:

Beginning in the southerly right of way line of 8000 South Street at a point which is 1355.79 feet S.00°01'19"E. along the Section Line and 600.91 feet S.89°53'27"E. and 27.00 feet S.00°06'35"W. from the Northwest Corner of said Section 31; and running thence S.89°53'25"E. 87.03 feet along said southerly right of way line; thence S.40°49'34"W. 31.63 feet; thence N.89°53'25"W.

82.59 feet; thence N.34°08'45"E. 28.93 feet to the point of beginning.

Containing 2,033 sq. ft. or 0.047 acre.



## UTILITY & BRIDGE PERMIT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the date stamped by the Salt Lake City Recorder's Office ("Effective Date"), by and between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah ("City"), and **SANDY CITY**, a municipal corporation of the State of Utah, whose mailing address is 8775 S 700 W, Sandy, Utah 84070 ("Permittee"),

### WITNESSETH:

WHEREAS, City is the owner of certain real property in Salt Lake County, Utah, within which is located its Jordan and Salt Lake City Canal ("Canal"); and

WHEREAS, Permittee desires to obtain an Agreement from the City to use a portion of the Canal property ("Canal Property") for the operation of the installed box culvert as a roadway, and for the ownership and maintenance of the box culvert and storm drainpipe located within the Canal Property ("Facilities"), at approximately 76 East 10600 South; and

WHEREAS, City is willing to grant allowance for such use; and

WHEREAS, City and Permittee agree that this agreement supersedes any other permissions for permittee success across the City's property.

NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. For the sum of one thousand dollars (\$1,000.00) and other valuable consideration, the receipt of which are hereby acknowledged, City hereby grants, for a period of ten (10) years from the date hereof, permission and license to Permittee to install and maintain the Facilities within the premises described in Exhibit A attached hereto and by this reference made a part hereof (the "Premises").

2. Prior to any installation, the Permittee's plans, specifications and timetable for installation of said facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director") before any work thereon may commence. Permittee will make any changes in such plans, specifications or timetable as and when requested by said Director. Construction work is only allowed within the City property from **November 1st to March 1st** during the City's non-irrigation season. The following items are required as part of this Agreement:

- a. Any additional utilities installed on the Canal Property must apply under a separate utility permit and agreement.
- b. Installation of the Facilities cannot unreasonably interfere with City's use of the Canal Property.
- c. Permittee shall not assign, convey, or otherwise transfer its rights under this Agreement to any third-party service, without the prior written consent of City.
- d. David Maiorano (801-483-6784), Canal Manager, must be contacted one week before the work begins.

- e. Any unresolved conflicts of access may result in revocation of this Agreement and may result in no additional access being allowed.
- f. No parking of vehicles, no storing or stage of vehicles or materials will be allowed on the Canal Property.
- g. Canal Inspectors; Ben Oyler 801-688-4771 or Cory Lawrence 801-577-5243 must be contacted one week before any work begins.

3. Permittee agrees not to erect any structures other than the Facilities or make any other improvements on the Premises. Permittee agrees to perform all such installation pursuant to all applicable federal laws or regulations, City ordinances, and Salt Lake County and State law. Installation and maintenance of the Facilities on the Premises shall be at Permittee's sole expense.

4. Permittee shall, at Permittee's sole expense, and within a reasonable time and when requested in writing by City, remove, replace or alter the Facilities installed by Permittee on the Premises. In connection with any relocation, City may provide Permittee with alternate space within the Canal area.

5. Permittee agrees that at all times this Agreement shall be subject to any use of the Premises City may desire, and City shall not be liable to Permittee for any loss of use or damage to Permittee's Facilities resulting from such use.

6. Permittee agrees, upon written notice from the Director, to repair any damage caused to the Premises, Facilities or the Canal as a result of use of the Premises by Permittee and its agents, employees or invitees. Permittee shall solely be responsible for the ownership and maintenance and repair of the Facilities. The City will maintain the flow of water through the Canal.

7. This Agreement is subject to revocation by the City for any reason and at any time upon the expiration of thirty (30) days prior written notice sent to Permittee at the Permittee's above stated address. Upon receipt of such notice, Permittee shall remove any facilities or improvements from the said Premises, restoring the surface of the Premises as near as possible to its condition prior to the date hereof.

8. Permittee agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorney's fees, arising out of or by any reason of Permittee's use of said Premises or any activities conducted thereon by Permittee, his/her/its agents, employees, invitees or trespassers.

9. Permittee at its own expense, shall secure and maintain in force during the term of this Agreement, an insurance policy or program sufficient to provide coverage for the risks and indemnities that Permittee has assumed under this Permit.

A. Commercial general liability insurance with City as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, and Permittee from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise with respect to the Premises. Such insurance shall provide coverage for Premises operations and the acts of independent contractors.

B. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have

a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

C. All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

**OR**

(2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended

D. Permittee shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Permittee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by City, certifying coverage in compliance with the modified limits.

F. All required certificates and policies shall provide that coverage thereunder shall not be canceled without providing 30 days prior written notice to City.

10. This Agreement is not assignable.

11. Any ambiguity in this Agreement shall be construed in favor of the City.

12. This Agreement embodies the entire agreement between the parties, and it cannot be changed except through a written instrument signed by both parties.

13. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Permittee represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

14. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Permittee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Permittee. Any materials for which the Permittee claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Permittee explaining the Permittee's claim of exemption from disclosure. City will make reasonable efforts to notify the Permittee of any requests made for disclosure of documents submitted under a claim of confidentiality. The Permittee may, at the Permittee's sole expense, take any appropriate actions to prevent disclosure of such material. The Permittee specifically waives any claims against City related to disclosure of any materials required by GRAMA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

SALT LAKE CITY CORPORATION

By \_\_\_\_\_  
DIRECTOR, DEPARTMENT OF  
PUBLIC UTILITIES

ATTEST AND COUNTERSIGNED:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
CITY RECORDER

APPROVED TO FORM:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
City Attorney

Sandy City Corporation

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BY: Monica Zoltanski  
ITS: Mayor

ATTEST AND COUNTERSIGNED:

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Sandy City Recorder

APPROVED AS TO FORM:

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Sandy City Attorney

**EXHIBIT A**

**10600 South Street**

**Limits of Disturbance - Jordan and Salt Lake Canal**

Area of "Limits of Disturbance", situate in the SWI/4 NWI/4 and the NWI/4 SWI/4 of Section 18, T.3S. R.1E., S.L.B.&M., the boundaries of which are described as follows:

**North Side:**

Beginning in the northerly right of way line of 10600 South Street at a point which is 671.20 feet S.89°18'31"E. along the Quarter Section Line and 40.33 feet N.00°41'29"E. from the West Quarter Corner of said Section 18; and running thence N.08°31'38"E. 34.85 feet; thence S.89°26'05"E. 87.12 feet; thence S.09°21'02"W. 38.60 feet to said northerly right of way line; thence along said northerly right of way line the following two (2) courses and distances: (1) N.89°24'06"W. 54.70 feet; thence (2) N.82°52'46"W. 31.56 feet to the point of beginning.

Containing 3,254 sq. ft. or 0.075 acre.

**South Side:**

Beginning in the southerly right of way line of 10600 South Street at a point which is 670.60 feet S.89°18'31"E. along the Quarter Section Line and 43.31feet S.00°41'29"W. from the West Quarter Corner of said Section 18; and running thence S.89°26'53"E. 74.56 feet along said southerly right of way line; thence S.02°41'47"W. 28.53 feet; thence N.89°26'05"W. 74.56 feet; thence N.02°41'44"E. 28.51 feet to the point of beginning

Containing 2,125 sq. ft. or 0.049 acre.





## MIDVALE CITY COUNCIL SUMMARY REPORT

March 24th, 2025

**SUBJECT:** Consideration of Resolution No. 2026-R-14 Authorizing the Mayor to sign a Construction Manager/General Contractor Agreement with Big-D Construction Corp. (Big-D) for the New Public Works Facilities.

**SUBMITTED BY:** Jerimie Thorne, Deputy Director of Public Works

**SUMMARY:** The current Midvale Public Works Operations Center requires updating and expansion to provide additional capacity for operations, storage, and office space. Galloway & Company (Galloway), the City's contracted architect for the project, has prepared a schematic design that sets forth general plans for new facilities at the Midvale Public Works site at approximately 8172 and 8196 South Main Street in Midvale, Utah. Midvale City bonded in 2025 and intends to fund the majority of the project from the proceeds.

Midvale City solicited qualified contractors through a Request for Proposals (RFP) process, receiving 18 proposals. A selection committee with representatives from Public Works, the City Manager's office, and Galloway performed two rounds of reviews, with Big-D Construction Corp. (Big-D) being selected as the most qualified proposer. Scores for the top four contractor proposals are listed below.

1	2	3	4
<b>Big-D Const.</b>	<b>Forge Contractors</b>	<b>Paulsen Const.</b>	<b>Willmeng Const.</b>
76.45	69.15	64.4	64

Midvale City desires to engage Big-D to provide professional services as the Construction Manager/General Contractor in connection with the development and construction of the new facilities using the construction manager/general contractor method as authorized by Utah Code Ann. § 11-39-107(2).

Big-D has the expertise and capability to provide the City with design consultation and the construction of the new facilities. This agreement has been reviewed and found to be fair, reasonable, and beneficial to the City and its stakeholders.

**FISCAL IMPACT:**

Preconstruction design services- **\$20,000**

GMGC- overhead and profit- Not to exceed **3% of GMP**

Guaranteed Maximum Price (GMP) - **\$17,000,000**

**ATTACHMENTS:**

Construction Manager/General Contractor Agreement

Resolution No. 2026-R-14

Big-D Proposal

**MIDVALE CITY, UTAH**

**RESOLUTION NO. 2026-R-14**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT WITH BIG-D CONSTRUCTION CORP. FOR THE NEW PUBLIC WORKS FACILITIES**

**WHEREAS**, the current Midvale Public Works Operations Center requires updating and expansion to provide additional capacity for operations, storage, and office space; and

**WHEREAS**, Galloway & Company has prepared a schematic design for the Owner, which sets forth general plans for new facilities at the Midvale Public Works facilities located at approximately 8172 and 8196 South Main Street in Midvale, Utah; and

**WHEREAS**, the new facilities shall include storage buildings for equipment and vehicle storage, as well as commercial office space; and

**WHEREAS**, Midvale City solicited for qualified contractors through a Request for Proposals (RFP) process, and Big-D Construction Corp. (Big-D) was selected as the most qualified proposer; and

**WHEREAS**, Midvale City desires to engage Big-D to provide professional services as the Construction Manager/General Contractor in connection with the development and construction of the new facilities using the construction manager/general contractor method as authorized by Utah Code Ann. § 11-39-107(2); and

**WHEREAS**, Big-D has the expertise and capability to provide the City with design consultation, development, and construction services for the new facilities; and

**WHEREAS**, the City has negotiated an agreement with Big-D for such services, which has been reviewed and found to be fair, reasonable, and beneficial to the City and its stakeholders.

**NOW THEREFORE BE IT RESOLVED**, that based on the foregoing, the Midvale City Council authorizes the Mayor to sign the Construction Manager/General Contractor Contract with Big-D for the new Public Works Facilities.

**Passed and Approved** this 24th day of March 2026.

ATTEST:

\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder

\_\_\_\_\_  
Dustin Gettel, Mayor

Voting by the City Council	“Aye”	“Nay”
Denece Mikolash	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Bryant Brown	_____	_____
Heidi Robinson	_____	_____

# CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT

THIS CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT (this “CM/GC Contract”) is executed on \_\_\_\_\_, 2026 (the “Effective Date”), by and between MIDVALE CITY, a municipal corporation of the State of Utah with principal offices located at 7505 South Holden Street, Midvale, Utah 84047 (the “Owner”), and Big-D Construction Corp., a Utah corporation with principal offices located at 404 West 400 South, Salt Lake City, Utah 84101 (the “Construction Manager”). Owner and Construction Manager are individually referred to herein as a “Party” and collectively as the “Parties.”

## RECITALS

WHEREAS, the Galloway & Company has prepared a schematic design for Owner, as included in Exhibit A and incorporated by reference, and sets forth general plans for new facilities at the Midvale Public Works facilities at approximately 8172 and 8196 South Main Street in Midvale, Utah; and

WHEREAS, the new facilities shall include storage buildings for equipment and vehicle storage as well as commercial office space; and

WHEREAS, the Owner desires to engage the services of Construction Manager to provide professional services to the Owner in connection with the development and construction of the new facilities upon the terms and conditions set forth herein; and

WHEREAS, Owner desires to use a construction manager/general contractor construction contracting method as provided by Utah Code Ann. §11-39-107(2); and

WHEREAS, the Construction Manager has the expertise and capability to provide the Owner with specialty services for assisting with the design and completing the development and construction of the new facilities.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this CM/GC Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

**1. Definitions.** In addition to the terms defined in the Preamble and Recitals above, the following words—when capitalized—have the following definitions in the CM/GC Contract:

- A. Architect.** The Architect is Galloway & Company, LLC, which entered into a professional services contract with Owner on May 6, 2025.
- B. Change Order.** A Change Order is a change in the Work required under the Contract Documents after the execution of the CM/GC Contract and may change the compensation or schedule for Design Assistance Services, Demolition and Site Preparation Services, or

Construction Services. A Change Order must be approved by the Owner in writing in order for the Change Order to take effect. A Change Order amends the Work and may amend the compensation and schedule under the CM/GC Contract as provided by the Change Order.

- C. **Construction Documents.** Construction Documents are the final construction documents and drawings for the Project, excluding any Work under the Demolition and Site Preparation Services, approved by the Owner.
- D. **Construction Guaranteed Maximum Price (CGMP).** The Construction Guaranteed Maximum Price or CGMP is the total compensation the Parties agree to for all the Construction Services to reach Final Completion by the Final Completion Date. As reiterated in Subsection 9(C) of the CM/GC Contract and Exhibit V, once the Parties have agreed upon a CGMP and executed Exhibit V, the Construction Manager is obligated to construct the Project to Final Completion by the Final Completion Date as modified by any Change Order. The Construction Manager is solely responsible for any costs, expenses, and fees that exceed the CGMP, as modified by any Change Order, in order to construct the Project to Final Completion by the Final Completion Date.
- E. **Construction Services.** Construction Services is the Work the Construction Manager is responsible for completing after receiving the Notice to Proceed from the Owner through the end of the term of this CM/GC Contract in accordance with the Construction Documents, Project Schedule, Project Budget, and CGMP.
- F. **Contract Documents.** The Contract Documents consist of the CM/GC Contract, the Demolition Documents, the Construction Documents, all other exhibits of the CM/GC Contract, all Change Orders, and any amendments to the CM/GC Contract.
- G. **Demolition and Site Preparation Guaranteed Maximum Price (DSPGMP).** The Demolition and Site Preparation Guaranteed Maximum Price or DSPGMP is the total compensation the Parties agree to for all Demolition and Site Preparation Services to reach Final Completion by the Final Completion Date. As reiterated in Subsection 9(B) of the CM/GC Contract and Exhibit P, once the Parties have agreed upon a DSPGMP and executed Exhibit P, the Construction Manager is obligated to bring the Demolition and Site Preparation Services to Final Completion by the Final Completion Date as modified by any Change Order. The Construction Manager is solely responsible for any costs, expenses, and fees that exceed the DSPGMP, as modified by any Change Order, in order to bring the Demolition and Site Preparation Services to Final Completion by the Final Completion Date.
- H. **Demolition and Site Preparation Services.** Demolition and Site Preparation Services is the Work the Construction Manager is responsible for completing after the Owner issues a Demolition Notice until the Owner issues the Construction Manager a Certificate of Final Completion in accordance with the Demolition Documents, Demolition Schedule, Demolition Budget, and DSPGMP.

- I. Demolition Budget.** The Demolition Budget is a document created by the Owner and the Construction Manager, with the assistance of the Architect and other Owner third-party consultants, that provides a line-item budget for the Work to complete the Demolition and Site Preparation Services. The Demolition Budget will be used in determining the DSPGMP and the appropriateness of applications for Disbursements.
- J. Demolition Documents.** Demolition Documents are the final demolition and construction documents and drawings that detail the Demolition and Site Preparation Services approved by the Owner. Demolition Documents do not include Construction Documents.
- K. Demolition Notice.** The Demolition Notice is a document provided by the Owner to the Construction Manager giving the Construction Manager permission to proceed with the Demolition and Site Preparation Services. The Demolition Notice may only be issued after the Demolition Documents have been finalized, the Parties have agreed to a DSPGMP, the Owner has received all documents required under this CM/GC Contract, and the Owner is prepared for the Construction Manager to proceed with the Demolition and Site Preparation Services.
- L. Demolition Schedule.** The Demolition Schedule is a document providing the schedule for Demolition and Site Preparation Services. It includes major milestones and Substantial Completion Dates and Final Completion Dates for the Demolition and Site Preparation Services. The Demolition Schedule also includes the required information and dates as provided in Subsection 4(H)(IV).
- M. Design Assistance Services.** As more fully described in Subsection 4(G) of this CM/GC Contract, Design Assistance Services is the Work the Construction Manager is responsible for completing from the Effective Date of this CM/GC Contract until the Owner issues the Notice to Proceed or terminates this CM/GC Contract. Design Assistance Services do not include Demolition and Site Preparation Services.
- N. Disbursement.** Disbursements are payments from the Owner to the Construction Manager for completed Work under this CM/GC Contract. Disbursements will be made in accordance with Subsection 9(D) of this CM/GC Contract.
- O. Environmental Law.** Environmental Law means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree, requirement or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, wastewater, storm water runoff, waste emissions, or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, ordinances, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) (“CERCLA”); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (“RCRA”); (iii)

the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); and (viii) Institutional Control Ordinance and any federal, state or local statute, regulation, or ordinance or judicial or administrative decree, requirement or decision that specifically relates to the Site.

- P. Final Completion.** Final Completion is the stage in the progress of the Work when the Work or the designated portion of Work has been constructed in accordance with the Contract Documents and any Change Order. All Work must be fully operational in order to reach Final Completion.
- Q. Final Completion Date.** The Final Completion Date is the date by which the Project or the designated portion of the Project must reach Final Completion. Final Completion Dates are set forth in the Demolition Schedule, attached as Exhibit N, and the Project Schedule, attached as Exhibit T.
- R. Hazardous Materials.** Hazardous Materials means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste. Without limiting the generality of the foregoing, the term shall mean and include: (i) "Hazardous Substances," as defined in CERCLA, as amended, and regulations promulgated thereunder; (ii) "Hazardous Waste," as defined in the RCRA, as amended, and regulations promulgated thereunder; (iii) Materials defined as "Hazardous Materials" in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and (iv) "Chemical Substance or Mixture," as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.
- S. Notice to Proceed.** The Notice to Proceed is a document provided by the Owner to the Construction Manager giving the Construction Manager permission to proceed with the Construction Services. The Notice to Proceed may only be issued after the Project's Design Assistance Services have been completed, the Construction Documents have been finalized, the Parties have agreed to a CGMP, the Owner has received all documents required under this CM/GC Contract, and the Owner is prepared for the Construction Manager to proceed with the Construction Services.
- T. Project.** The Project is known as the Midvale City Public Works Facilities Expansion and consists of the demolition of several existing buildings, the preparation of Site for Work, and the construction of a decant station, approximately 21,600 sf of covered vehicle and equipment storage, approximately 4,300 sf of climatized vehicle and equipment storage;

an approximately 10,500 sf fleet repair shop; and vehicle and equipment storage adjacent to a truck/vehicle wash; and approximately 13,500 sf of office space located on Midvale City-owned property at approximately 8172 and 8196 South Main Street, Midvale, Utah.

- U. **Project Budget.** The Project Budget is a document created by the Owner and the Construction Manager, with the assistance of the Architect and other Owner third-party consultants, that provides a line-item budget for the Work to construct the Project. The Project Budget will be used in determining the CGMP and the appropriateness of applications for Disbursements.
  - V. **Project Schedule.** The Project Schedule is the schedule for the Construction Manager to complete the Construction Services. The Project Schedule provides dates for the completion of Project milestones and for the Project to reach Substantial Completion and Final Completion. The Project Schedule also includes the required information and dates as provided in Subsection 4(G)(V).
  - W. **Punchlist.** The Punchlist consists of remaining items to be completed after the Work or a designated portion of the Work has reached Substantial Completion. The Punchlist lists all of the Work remaining in order for the designated portion of the Work to be completed in accordance with the Contract Documents. The Punchlist must be completed in order for the designated portion of the Work to reach Final Completion.
  - X. **Site.** The Site is Midvale City-owned property at approximately 8172 and 8196 South Main Street, Midvale, Utah, and more specifically identified in Exhibit C.
  - Y. **Substantial Completion.** Substantial Completion is the stage in the progress of the Work when the Work or the designated portion of Work is sufficiently complete and available for its intended use.
  - Z. **Substantial Completion Date.** The Substantial Completion date is the date by which the Project or designated portion of the Project must reach Substantial Completion. Substantial Completion Dates are set forth in the Demolition Schedule, attached as Exhibit N, or the Project Schedule, attached as Exhibit T.
  - AA. **Work.** Work consists of all consultation, management, construction, and development services set forth in this CM/GC Contract, the Contract Documents, and any Change Orders relating to the permitting, licensing, planning, budgeting, cost analysis, design, development, demolition, debris and rubbish removal, Site preparation, staging, construction, and completion of the Project, including, but not limited to, the provision of all labor, materials, equipment, expertise, and services provided by the Construction Manager to fulfill the Construction Manager's construction of the Project.
2. **Scope of Work.**
- A. **Design Assistance, Demolition and Site Preparation, and Construction Services.** As supplemented by Section 4 below, the Construction Manager is responsible for performing

all Design Assistance Services, Demolition and Site Preparation Services, and Construction Services and performing all Work for the Project to reach Final Completion at the Site in accordance with the Contract Documents. This includes, but is not limited to, (i) furnishing all labor, equipment, and materials for the Project; (ii) demolishing buildings and improvements and removing the resulting debris and rubbish; (iii) preparing the Site for the construction of buildings and improvements; (iv) installing lines and connections for all utilities required for the Project, including, but not limited to, water, sewer, power, and internet; (v) supervising, coordinating, and directing all construction, installation, and fitting; (vi) ensuring all systems including, but not limited to, plumbing, electrical, mechanical, HVAC, computer, IT, and otherwise are fully operational; (vii) procuring and installing operating equipment contained in the Contract Documents; and (viii) delivering to Owner all improvements contained in the Contract Documents.

**B. Intent.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project and Work by the Construction Manager. The Contract Documents are complementary, and what is required by one is binding as if required by all.

**C. Exhibits.**

**I. Table of Exhibits.** Subject to Subsection 2(C)(II) below, the following Table of Exhibits provides a list of all exhibits that are or will be attached and incorporated to the CM/GC Contract.

<b>Exhibit #</b>	<b>Exhibit Name</b>
A	Owner Request for Proposals for Construction Manager
B	Construction Manager Response to Owner’s RFP
C	Site Survey
D	Environmental and Geotechnical Reports
E	Construction Manager’s Status Verification Certification
F	Construction Manager’s No Boycott Affidavit
G	Construction Manager’s Certificate(s) of Insurance
H	Disbursement Application Form
I	Certificate of Disbursement Form
J	Completion Application Form
K	Certificate of Completion Form
L	Punchlist Form
M	Demolition Documents
N	Demolition Schedule
O	Demolition Budget
P	Demolition and Site Preparation Guaranteed Maximum Price
Q	Performance Bond- Demolition and Site Preparation Services
R	Payment Bond- Demolition and Site Preparation Services
S	Construction Documents
T	Project Schedule

U	Project Budget
V	Construction Guaranteed Maximum Price
W	Performance Bond- Construction Services
X	Payment Bond- Construction Services

**II. Attachment and Incorporation of Certain Exhibits.** At the time of execution of this CM/GC Contract, Exhibits A-L have been attached and incorporated as part of the CM/GC Contract. Exhibits M-X must be attached and incorporated as part of the CM/GC Contract prior to the Owner issuing the Notice to Proceed. Unless provided or otherwise indicated in the exhibit, Exhibits M-X will be attached and incorporated as part of the CM/GC Contract by having the Parties' authorized representatives, as designated in Section 7 of this CM/GC Contract, accept and approve the attachment and incorporation of the exhibit to the CM/GC Contract.

**3. Term.** The Term of this CM/GC Contract will commence on the Effective Date and continue until the expiration of the warranty period provided under Section 14, unless terminated earlier pursuant to Section 13.

**4. Construction Manager's Responsibilities.**

**A. Warranties.** In order to induce the Owner to enter into this CM/GC Contract with the Construction Manager, the Construction Manager makes the following representations and warranties:

**I. Authority.** The execution of this CM/GC Contract is permitted by the organizational documents of Construction Manager, and this CM/GC Contract has been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligation of Construction Manager enforceable in accordance with the terms hereof.

**II. Professional Licenses and Permissions.** The Construction Manager has all the proper professional licenses and permissions to lawfully operate and perform the Work under the CM/GC Contract in the State of Utah. The Construction Manager is in good standing with the State of Utah and every municipality in which it holds a business license.

**III. No Current or Pending Adverse Actions.** There is no claim, litigation, proceedings, or governmental investigation pending (or as far as is known to Construction Manager, threatened) against or relating to Construction Manager, the properties or business of Construction Manager, or the transactions contemplated by this CM/GC Contract, which does or may reasonably be expected to materially and adversely affect the ability of Construction Manager to enter into this CM/GC Contract or to carry out its obligations. There is no basis for any such claim, litigation, proceedings, or governmental investigation, except those which have been fully disclosed in writing to the Owner prior to execution of this CM/GC Contract.

- IV. No Breach.** Neither the consummation of the actions contemplated by this CM/GC Contract on the part of Construction Manager to be performed, nor the fulfillment of the terms and conditions of this CM/GC Contract, conflicts with or will result in the breach of any of the terms and conditions of, or constitute a default under, any contract, indenture, instrument or undertaking to which Construction Manager is a party or by which it is bound.
- V. Demolition Budget and DSPGMP.** The amounts set forth in the Demolition Budget and DSPGMP, once completed, will represent a full and complete itemization by category of all costs, expenses, and fees for the completion of the Demolition and Site Preparation Services. The Construction Manager will be solely responsible for all costs, expenses, and fees that exceed the DSPGMP, except those approved by Owner through a Change Order.
- VI. Project Budget and CGMP.** The amounts set forth in the Project Budget and CGMP, once completed, will represent a full and complete itemization by category of all costs, expenses, and fees for the completion of the Construction Services. The Construction Manager will be solely responsible for all costs, expenses, and fees that exceed the CGMP, except those approved by Owner through a Change Order.
- VII. Compliance.** The construction of the Project and the use of the Project when completed as equipment/vehicle storage and office space will not violate: (i) any laws (including any subdivision, zoning, building, environmental protection and wetland protection laws) or (ii) any building permits, restrictions of record, or contracts affecting any part of the Project.
- VIII. Permits.** All consents, licenses, permits, and all other authorizations or approvals required from any governmental entity required for the Work have been obtained or will be obtained prior to the Construction Manager performing any Work. All laws relating to the Work and operation of the Project have been and will be complied with. All permits and licenses required for the operation of the Project which cannot be obtained until the Work is completed can be obtained when the Project is completed.
- IX. Sufficient Connections.** The Project will have adequate water, gas, electrical supply, storm and sanitary sewerage facilities, other required public utilities, fire and police protection, and means of access between the Project and public streets. None of the foregoing will be foreseeably delayed or impeded by virtue of any requirements under applicable laws.
- X. No Encroachment.** When the Project is complete, no building or other improvement will encroach upon any property line, building line, setback line, side yard line or any recorded or visible easement (or other easement) of which the Construction Manager is aware of or has reason to believe may exist with respect to the Project.

- XI. No Conflict of Interest-Relationship.** Construction Manager represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale City or its affiliates, unless it has made such disclosure to the Owner prior to execution of this CM/GC Contract. Construction Manager represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale City's procurement and contract documents or the City's selection of a bidder.
- XII. No Conflict of Interest-Gift.** Construction Manager represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, board member, commission member, volunteer, or agent of Midvale City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in Midvale City's drafting of procurement and contract documents or the City's selection of a bidder.
- XIII. True.** The Construction Manager agrees that all of the representations and warranties set forth in this Section are true and correct in all material respects as of the Effective Date, will be true in all material respects at the time of any and, except for matters which have been disclosed and approved in writing, at all times thereafter. Each application for a Disbursement constitutes a reaffirmation of such representations and warranties, as deemed modified in accordance with the disclosures made and approved as aforesaid, as of the date of such application. It is a condition precedent to each Disbursement that each of representations and warranties under this Section is true and correct in all material respects as of the date of such Disbursement application. At Owner's request, the Construction Manager must reaffirm such representations and warranties in writing prior to any Disbursement.
- B. Standard of Care.** To the maximum extent permitted by Utah Code Ann. § 13-8-7, the Construction Manager must perform all Work under this CM/GC Contract consistent with the professional skill and care ordinarily provided by other professionals with the same or similar professional license and that provide the same or similar services in the same or similar locality, at the same or similar time, and under the same or similar circumstances.
- C. Compliance.**
- I. Laws.** The Construction Manager shall comply with all local, federal, and state laws, statutes, ordinances, codes, rules, orders and regulations as well as any lawful orders of any public authorities, judicial opinions, or precedential authority in the applicable jurisdiction and applicable to the Project in its performance of this CM/GC Contract. The Construction Manager is responsible for all state registry

requirements. The Construction Manager shall bear all costs for any noncompliance or violation of any applicable law while performing Work under this CM/GC Contract. The Project must be designed and constructed in accordance with all applicable codes including, but not limited to, Title 15A of the Utah Code.

- II. Permits, Fees, Tests, Inspections, and Notices.** The Construction Manager is responsible for securing and paying for all permits and governmental fees, licenses, inspections, special inspections, structural tests, and other tests necessary for proper execution and completion of the Work in accordance with the Contract Documents and all applicable codes including, but not limited to, Title 15A of the Utah Code.
- III. Taxes and Impositions.** The Construction Manager is responsible for paying all taxes, fees, and costs imposed by any applicable authority including, but not limited to, sales, consumer, use, and similar taxes for any portion of the Work provided by the Construction Manager which were legally in effect during performance of the Work or are legally enacted during performance of the Work.
- D. Collaboration.** The Construction Manager is required to actively collaborate with the Owner, the Architect, consulting engineers, and other Owner-designated consultants during the provision of Work under this CM/GC Contract. This includes, but is not limited to, the Construction Manager actively collaborating with the above-listed entities during the development of the Construction Documents and Demolition Documents, and the development and construction of the Project in strict accordance with the Contract Documents.
- E. Attendance at Meetings.** The Construction Manager must attend and participate in all scheduled meetings convened by the Owner or Architect related to the Project. The Construction Manager must be prepared to provide expertise in Project-related design decisions, coordination, constructability, cost implications, and scheduling at these meetings.
- F. Ongoing Owner Operations.** The Owner will have ongoing operations at the Site throughout the Work. During Design Assistance Services and Demolition and Site Preparation Services, the Construction Manager will make recommendations to the preliminary demolition and Project schedules, preliminary demolition and Project budgets, and the preliminary demolition and construction documents that will help the Owner maximize its operations during the Work while balancing the Demolition Schedule, Demolition Budget, Project Schedule, and Project Budget. During Demolition and Site Preparation Services and Construction Services, the Construction Manager agrees to cooperate and coordinate with the Owner in accordance with Subsection 4(D). Once the Owner and Construction Manager have agreed on limiting access to a portion of the Site for Work in accordance with Section 8, the Construction Manager will make a good faith effort to prevent its Work from interfering with the Owner's operations on the remaining portion of the Site.
- G. Design Assistance Services.**

- I. Review of Architect’s Preliminary Construction Documents.** The Architect will prepare the preliminary construction documents at the schematic design, design development, and 90% phases. At each phase, the Construction Manager will review and evaluate the preliminary construction documents and advise the Owner as to (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the buildings, structures, systems, and improvements described in such documents; (iii) the effect on the preliminary Project schedule and the Owner’s ongoing operations; and (iv) any other risks to the Project’s completion. The Construction Manager will also submit written recommendations to the Owner that (i) enhance the Owner’s budget and schedule; (ii) mitigate risks and propose adjustments to design, materials, equipment, or construction methods; (iii) prioritize systems, materials and equipment that enhance constructability, durability; and (iv) improve the preliminary Project schedule and reduce interference with the Owner’s operations.
- II. Review of Architect’s Final Construction Documents.** When the Construction Documents have been finalized with the Architect, the Construction Manager will review the Construction Documents and advise the Owner as to (i) the technical accuracy and adequacy of such documents; and (ii) the constructability of the buildings, structures, systems, and improvements described in such documents.
- III. Creation of Construction Documents.** The Construction Manager shall be responsible for the adequacy, accuracy, and coordination of the Construction Documents and other design documents used on the Project prepared solely by the Construction Manager, the Construction Manager’s consultants, or their sub-consultants of any tier. Any defective documents prepared by the Construction Manager are required to be promptly corrected at no cost to the Owner.
- IV. Preliminary Project Schedule.** After the Effective Date, the Construction Manager will create a preliminary Project schedule based on the preliminary construction documents provided by the Architect. The Architect will prepare the preliminary construction documents at the schematic design, design development, 90%, and 100% construction document phases. At each preliminary construction document phase, the Construction Manager will provide the Owner an updated preliminary Project schedule that includes demolition, site preparation, and construction phasing, key milestones, procurement and construction activity timelines, and preliminary Substantial Completion Dates and Final Completion Dates for the construction of the decant station, vehicle and equipment storage, the fleet and repair shop, office space, and the Project as a whole. The phasing plans should ensure efficient construction sequencing and minimal interference with the Owner’s operations at the Site.
- V. Project Schedule.** After the Construction Documents are finalized and incorporated into this CM/GC Contract, the Owner, in consultation with the Construction Manager and in conjunction with the Project Budget, will prepare the

Project Schedule. The Project Schedule must include demolition, site preparation, and construction phasing, key milestones, procurement and construction activity timelines, and Substantial Completion Dates and Final Completion Dates for the construction of the decant station, vehicle and equipment storage, the fleet and repair shop, office space, and the Project as a whole. The Project Schedule, when final and accepted and approved by the Parties, will be attached hereto as Exhibit T and incorporated herein.

- VI. Preliminary Project Budget.** A preliminary project budget is included in the Midvale Public Works Needs Assessment & Master Plan. The Architect will prepare the preliminary construction documents at the schematic design, design development, 90%, and 100% construction document phases. At each phase, the Construction Manager, using its expertise and knowledge of construction and supplier markets, will deliver detailed cost estimates developed in collaboration with the Owner, the Architect, potential subcontractors, consulting engineers, and other Owner-designated consultants. Each cost estimate will include: (i) a comprehensive line-item breakdown of costs (e.g. labor, materials, equipment, overhead, and profit); (ii) cost evaluations of proposed alternative building systems, products, and materials under consideration, aimed at reducing risk and optimizing costs while complying with the Midvale Public Works Needs Assessment & Master Plan and all applicable laws; and (iii) identification of value engineering opportunities and construction approaches, techniques, and materials that will help the Owner accomplish its goals at a lower cost.
- VII. Project Budget.** After the Construction Documents are finalized and incorporated into this CM/GC Contract, the Owner, in consultation with Construction Manager and in conjunction with the creation of the Project Schedule, will create a final Project Budget for the Project to be constructed in accordance with the Contract Documents. Construction Manager shall provide all self-performed, subcontractor, and sub-subcontractor cost information, pricing indexes, quotes, bids, and any other information requested by Owner related to the development of the Project Budget. The Project Budget when final and accepted and approved by the Parties will be attached as Exhibit U and incorporated herein.
- VIII. Construction Guaranteed Maximum Price.** After approval of the Project Schedule and the Project Budget by the Parties, the Owner, in consultation with the Construction Manager, will create a CGMP for the construction of the Project. The Owner may seek additional opinions about the reasonableness of the CGMP. Once the Parties agree upon a CGMP, the CGMP will be attached as Exhibit V and incorporated herein. The Construction Manager guarantees that the completion of the Project in accordance with the Contract Documents by the Final Completion Date will not exceed the CGMP, except as modified by any Change Order. To the extent that any Project costs exceed the CGMP, the Construction Manager will bear any and all such Project costs in excess of the CGMP, as modified by any Change Order, without reimbursement or claim for additional compensation from the Owner. The Construction Manager will not be relieved of any obligation to

complete the Project under the Contract Documents due to any Project costs that exceed the CGMP as modified by any Change Order.

- IX. Early Procurement of Long-Lead Items.** During the performance of Design Assistance Services, the Construction Manager is required to identify materials, equipment, systems, and products that may have long lead times or potential supply chain delays that may impact the ability to construct the Project in accordance with the Owner's desired schedule. The Owner, in coordination with the Architect and Construction Manager, may desire the Construction Manager to purchase materials, equipment, systems, or products prior to the finalization and incorporation of the Construction Documents, Project Schedule, Project Budget, and CGMP. For any such items, the Construction Manager is required to solicit qualifying bids from at least three suppliers for each item. The Construction Manager will provide copies of the bids to the Owner. The Owner, through a Change Order, may require the Construction Manager to purchase an item in preparation for Construction Services. The compensation amount for Design Assistance Services under Section 9 will be adjusted in accordance with each Change Order.

#### **H. Demolition and Site Preparation Services.**

- I. Review of Architect's Demolition Documents.** When the Demolition Documents have been provided by the Architect, the Construction Manager will review the Demolition Documents and advise the Owner as to (i) the technical accuracy and adequacy of such documents; and (ii) the constructability of the buildings, structures, systems, and improvements described in such documents.
- II. Creation of Demolition Documents.** The Construction Manager shall be responsible for the adequacy, accuracy, and coordination of the Demolition Documents prepared solely by the Construction Manager, the Construction Manager's consultants, or their sub-consultants of any tier. Any defective documents prepared by the Construction Manager are required to be promptly corrected at no cost to the Owner.
- III. Preliminary Demolition Schedule.** After the Effective Date, the Construction Manager will create a preliminary demolition schedule based on the Demolition Documents provided by the Architect. The Construction Manager will provide the Owner a preliminary demolition schedule that includes demolition, site preparation, and construction phasing, key milestones, procurement and construction activity timelines, and preliminary Substantial Completion Dates and Final Completion Dates for the demolition of the building at 8172 S. Main Street, the site preparation work along the southeastern edge of the Site, and the construction of a parking lot along the northern boundary of the Site. The phasing plans should ensure efficient demolition, site preparation, and construction sequencing and minimal interference with the Owner's operations at the Site.

- IV. Demolition Schedule.** After the Demolition Documents are finalized and incorporated into this CM/GC Contract, the Owner, in consultation with the Construction Manager and in conjunction with the Demolition Budget, will prepare the Demolition Schedule. The Demolition Schedule must include demolition, site preparation, and construction phasing, key milestones, procurement and construction activity timelines, and preliminary Substantial Completion Dates and Final Completion Dates for the construction of the demolition of the building at 8172 S. Main Street, the site preparation work along the southeastern edge of the Site, and the construction of a parking lot along the northern boundary of the Site. The Demolition Schedule, when final and accepted and approved by the Parties, will be attached hereto as Exhibit N and incorporated herein.
- V. Preliminary Demolition Budget.** After the Effective Date, the Construction Manager will create a preliminary demolition budget based on the Demolition Documents provided by the Architect. The Construction Manager, using its expertise and knowledge of construction and supplier markets, will deliver detailed cost estimates developed in collaboration with the Owner, the Architect, potential subcontractors, consulting engineers, and other Owner-designated consultants. Each cost estimate will include: (i) a comprehensive line-item breakdown of costs (e.g. labor, materials, equipment, overhead, and profit); (ii) cost evaluations of proposed alternative building systems, products, and materials under consideration, aimed at reducing risk and optimizing costs while complying with the schematic design prepared by the Architect and all applicable laws; and (iii) identification of value engineering opportunities and construction approaches, techniques, and materials that will help the Owner accomplish its goals at a lower cost.
- VI. Demolition Budget.** After the Demolition Documents are finalized and incorporated into this CM/GC Contract, the Owner, in consultation with Construction Manager and in conjunction with the creation of the Demolition Schedule, will create a final Demolition Budget for the Demolition and Site Preparation Services to be completed in accordance with the Demolition Documents. Construction Manager shall provide all self-performed, subcontractor, and sub-subcontractor cost information, pricing indexes, quotes, bids, and any other information requested by Owner related to the development of the Demolition Budget. The Demolition Budget when final and accepted and approved by the Parties will be attached as Exhibit O and incorporated herein.
- VII. Demolition and Site Preparation Guaranteed Maximum Price.** After approval of the Demolition Schedule and the Demolition Budget by the Parties, the Owner, in consultation with the Construction Manager, will create a DSPGMP for the completion of the Demolition and Site Preparation Services. The Owner may seek additional opinions about the reasonableness of the DSPGMP. Once the Parties agree upon a DSPGMP, the DSPGMP will be attached as Exhibit P and incorporated herein. The Construction Manager guarantees that the completion of the Demolition and Site Preparation Services in accordance with the Demolition Documents by the Final Completion Date will not exceed the DSPGMP. To the extent that any

Demolition and Site Preparation Services costs exceed the DSPGMP, the Construction Manager will bear any and all such costs in excess of the DSPGMP without reimbursement or claim for additional compensation from the Owner. The Construction Manager will not be relieved of any obligation to complete the Demolition and Site Preparation Services under the Demolition Documents due to any costs that exceed the DSPGMP.

**I. Demolition, Site Preparation, and Construction Services.** The following identified Construction Manager responsibilities are applicable to both Demolition and Site Preparation Services and Construction Services.

- I. Administration.** The Construction Manager will provide written reports monthly to the Owner on the progress of the entire Work. During Demolition and Site Preparation Services and Construction Services, the Construction Manager will maintain a daily log containing a record of weather, subcontractors working on the Site, the number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner at any time upon Owner's request.
- II. Completion of Work at Site.** The Construction Manager will complete all Work and construct and complete the Project in strict accordance with the Contract Documents in a timely fashion and in a good and workmanlike manner. The Construction Manager is responsible for furnishing, coordinating, and supervising all appropriate Project labor, equipment and materials. In no event will any knowledge, act, or failure to act of the Construction Manager be imputed for any reason to the Owner or any of Owner's employees, agents, or assigns.
- III. Supervision of Work at Site.** The Construction Manager is responsible for supervising and directing the Work, using the Construction Manager's best skill and attention. The Construction Manager is solely responsible for and has control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this CM/GC Contract, unless the Contract Documents give other specific instructions concerning these matters. The Construction Manager is responsible to the Owner for acts and omissions of the Construction Manager's employees, subcontractors, and their agents, and the employees and other persons performing portions of the Work under a contract with the Construction Manager. The Construction Manager is responsible for inspection of portions of Work already performed under this CM/GC Contract to determine that such portions are in proper condition to receive subsequent Work. The Construction Manager is not relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of this CM/GC Contract, or by tests, inspections, or approvals required or performed by persons other than the Construction Manager.
- IV. Demolition.** The Construction Manager is responsible for disconnecting all utilities from buildings that are being demolished prior to beginning any demolition Work.

The Construction Manager will take measures to avoid damaging other buildings and improvements while demolishing the identified improvements, structures, buildings, and portions of buildings. The Construction Manager is responsible for managing dust, preventing storm water contamination, and following applicable noise regulations. The Construction Manager is required to dispose of all the resulting debris and rubbish in accordance with law. The Construction Manager may not bury such materials at the Site.

- V. Collection and Disposal of Hazardous Materials.** The Construction Manager is responsible for collecting all Hazardous Waste created or exposed during Demolition and Site Preparation Services and Construction Services. The Construction Manager must handle, haul, and dispose of all Hazardous Waste in accordance with all applicable laws. All hazardous waste must be handled in a safe and careful manner. In the event that Hazardous Waste is mishandled by the Construction Manager, the Construction Manager is solely responsible for all clean up and remediation.
- VI. Site Preparation.** The Construction Manager will take measures to avoid damaging buildings, structures, and improvements while completing the Site preparation work. The Construction Manager is responsible for managing dust, preventing storm water contamination, and following applicable noise regulations. All fill material must be clean and meet the requirements specified in the Contract Documents. Fill material must be free of Hazardous Materials, pollutants, and organic waste.
- VII. Schedules.** The Construction Manager will monitor compliance with schedules provided under this CM/GC Contract, including, but not limited to, the Demolition Schedule and the Project Schedule. Construction Manager will advise the Owner of any material delays anticipated in completion of the Project according to the schedules and transmit to the Owner, promptly upon receipt thereof, any materially adverse communications having to do with or relating to the Project.
- VIII. Documents and Samples at the Site.** The Construction Manager must maintain at the Site for the Owner one record copy of the Project drawings, specifications, Change Orders, and other modifications, in good order and marked currently to record changes and selections made during construction, and, in addition, approved shop drawings, product data, samples, and similar required submittals. These documents and samples must be available to the Owner and the Architect, and must be delivered to the Owner upon completion of the Work at or before the final Disbursement and release of the retainage under Section 9. Ownership of the documents and samples will transfer to the Owner upon delivery by the Construction Manager.
- IX. Materials Testing.** Owner has contracted with or arranged for an entity to complete materials testing for the Project. The Construction Manager is required to provide samples to the Owner, its contractor, or the entity tasked with materials testing

throughout the entirety of the Project. For each test, the Construction Manager will provide the required samples at no cost to the Owner. If the provided samples are inconclusive or fail, the Owner will notify the Construction Manager of the test result. Construction Manager is responsible for the costs of collecting any additional samples and additional testing. Owner may require the Construction Manager to correct the Work in accordance with Subsection 4(I)(XII) or accept the nonconforming Work in accordance with Subsection 9(D)(VII).

- X. **Initial and Start Up Testing.** The Construction Manager will review and inspect initial start-up and utilization of all equipment and systems, including the initial testing, adjusting, and balancing of systems. The Construction Manager must review for completeness and adequacy the operations and maintenance manuals provided for each system by the manufacturer. The Construction Manager must deliver two copies of all operations and maintenance manuals to the Owner prior to the final Disbursement and release of the retainage under Section 9.
- XI. **Cleanup.** The Construction Manager, for any portion of the Site undergoing Work, must keep the Site clean and prevent the accumulation of debris and garbage. Prior to the Final Completion of any Work, the Construction Manager is responsible for cleaning the portion of the Site of the completed Work and removing all dust, dirt, debris, garbage, materials, equipment, and other similar items. Prior to the Final Completion of the Project, the Construction Manager is responsible for cleaning the entire Site of all dust, dirt, debris, and garbage caused by the Work and removing all materials, equipment, and similar items from the Site.
- XII. **Correction of Work.** The Construction Manager must promptly correct Work rejected by the Owner, as set forth in a written notice to Construction Manager, for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Construction Manager must bear costs of correcting such rejected Work, including additional testing and inspections and compensation for any services and expenses made necessary thereby. The Construction Manager must bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, caused by the Construction Manager's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- XIII. **Punchlist.** Prior to receipt of the final Disbursement and retainage amount under Section 9, the Construction Manager will complete all outstanding Punchlist items with respect to the Project no later than the Final Completion Date.
- XIV. **Safety and Security of Persons and Property.** The Construction Manager must take reasonable precautions and provide reasonable protection to prevent damage, injury, or loss to:

1. Employees performing the Work and other persons who may be affected by the Work;
2. The Work and related materials and equipment, whether in storage on or off the Site, which are under the care, custody, or control of the Construction Manager or the Construction Manager's subcontractors or sub-subcontractors;
3. Other property at the Site or adjacent to the Site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
4. The Site and Owner-owned or third-party owned vehicles, materials, and equipment stored or located at the Site.

**XV. Safety Notices.** The Construction Manager must give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. The Construction Manager must erect and maintain, as required by existing conditions and performance of the CM/GC Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

**XVI. Storage of Explosives or Hazardous Materials.** When the use or storage of explosives or other Hazardous Materials or equipment or unusual methods are necessary for execution of the Work, the Construction Manager must exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**XVII. Duty to Remedy Damage and Loss of Property.** The Construction Manager must promptly remedy damage and loss to property caused in whole or in part by the Construction Manager, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable, and not attributable to the fault or negligence of the Construction Manager.

**XVIII. Emergencies.** In an emergency affecting the safety of persons or property, the Construction Manager must act, at the Construction Manager's discretion, to prevent threatened damage, injury, or loss. Construction Manager may submit to Owner proposed changes to the DSPGMP, Demolition Schedule, Demolition Budget, CGMP, Project Budget, or Project Schedule which Construction Manager believes are justified by the effects of the emergency event. The Owner shall consider the type and severity of the emergency as well as the value of the threatened damage, injury, or loss preserved by the Construction Manager's actions in the determination of additional compensation or extension of time. The Owner will deliver to the Construction Manager a written report of its findings and

determinations and, if a determination that additional compensation or an extension of time is appropriate, a proposed Change Order for such adjustments.

- XIX. Free of Liens.** The Construction Manager is responsible for ensuring that the Project and the Site remain free and clear of all contractors', mechanics', materialmen's, and any other lien which may possibly affect the Project.
  - J. Additional Services.** Any additional services to be performed by Construction Manager outside of the scope of services provided for in the CM/GC Contract or any Contract Document may be added by a Change Order if the additional services are related to the Project. For any additional services not related to the Project, the Parties must execute a separate written agreement for such additional services.
  - K. Project Documents.** The Construction Manager must keep a copy of all documents prepared under the Contract Documents including, but not limited to, design reviews, cost estimates, preliminary Project schedules and budgets, procurement documentation, shop drawings, and as-builts drawings. Upon reasonable prior notice to the Construction Manager, the Owner may inspect these documents.
  - L. Accounting and Audits.** The Construction Manager must keep full and detailed accounts and must exercise such controls as may be necessary for proper financial management under this CM/GC Contract. The accounting and control systems must be approved by the Owner. The Owner and Owner's accountants must be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, upon reasonable prior notice to the Construction Manager, for inspection or audit purposes. Such access will be conducted in a manner that will not reasonably interfere with or disrupt the work of the Construction Manager.
  - M. Document Retention.** The Construction Manager must preserve all Project records for a period of five years after the termination of this CM/GC Contract, or for such longer periods as may be required by Utah law. The Construction Manager must preserve accounting records for a period of seven years after the termination of this CM/GC Contract, or for such longer period as may be required by Utah law.
  - N. Self-Performed Work.** When the CM/GC is qualified to complete a portion of the Work, the CM/GC may complete said portion of the Work with its own employees. The Work being performed by the CM/GC's employees must be clearly identified in the Demolition Budget, Demolition Schedule, Project Budget, and the Project Schedule. The CM/GC must provide the Owner with three competitive bids from other contractors licensed and able to complete the portion of the Work. The bids must be provided to the Owner prior to the finalization of the Demolition Budget, Demolition Schedule, Project Budget, and the Project Schedule. The Owner, as its sole discretion, may require the CM/GC to have one of the bidding contractors complete the portion of the Work.
- 5. Owner's Rights.**

- A. Right to Review.** The Owner will review all Demolition Documents and Construction Documents prior to approval of such documents. However, the Owner's document review in no way relieves the Construction Manager of contractual responsibility under this CM/GC Contract. Such reviews and approvals are solely for the purpose of determining the general conformance of such documents to the Project. The Owner shall have no duty or responsibility to review such documents for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. The Construction Manager covenants and agrees not to bring any claim or assert any defense against the Owner for any alleged negligence or fault of the Owner in failing to discover errors or omissions. The Owner's approval, acceptance, or use of, or payment for, all or any part of the services in no way constitutes any waiver of claims or acceptance of defective services, products or construction, or alter the Construction Manager's obligations or the Owner's rights.
- B. Right to Inspect.** The Owner has the right to inspect the Project, Site, Demolition Documents, Construction Documents, equipment, books, contracts, records, accounts, ledgers, and other property and documents relating to the Work and the Project. The Owner may audit all equipment, books, contracts, records, accounts, ledgers, and other property and documents relating to the Work upon reasonable written notice to the Construction Manager. The Construction Manager must comply with any results of inspections performed by the Owner including, but not limited to, immediately curing any defect, nonconformance, change, or addition requested by the Owner. Construction Manager must also furnish to the Owner any information requested and respond to any inquiry from the Owner.
- C. Right to Reject Work.** The Owner has the authority to reject Work which does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner has the authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority may give rise to a duty or responsibility of the Owner to the Construction Manager, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- D. Right to Suspend Work.** If the Construction Manager fails to correct Work which is not in accordance with the requirements of the Contract Documents, or Construction Manager persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by the Owner's Representative, may order the Construction Manager to stop the Work or any portion of the Work until the cause for such order has been cured to the Owner's satisfaction. However, the right of the Owner to stop the Work does not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Construction Manager or any other person or entity.

E. **Right to Terminate.** The Owner retains the right to terminate this CM/GC Contract at any time and for any reason in accordance with Section 13.

6. **Site.**

- A. **Construction Manager Inspection.** Construction Manager was given the opportunity to inspect the Site while preparing its response to the Owner's Request for Proposals for the Project. Owner has also provided the most recent documents in its possession regarding the Site. This includes a survey, attached as Exhibit C. Owner will make the Site available to the Construction Manager for any other inspections it deems appropriate during Design Assistance Services and Demolition and Site Preparation Services to help advise on the preliminary demolition documents, schedule, and budget and the preliminary construction documents, Project schedule, and Project budget. Construction Manager is required to make any concerns known about the Site that arise from its inspections that may have an impact on the Demolition Schedule, Demolition Budget, Demolition Documents, DSPGMP, Project Schedule, Project Budget, Construction Documents, or CGMP.
- B. **Environmental and Geotechnical Testing.** Owner engaged the services of third-party contractors to complete environmental and geotechnical tests on portions of the Site during 2025. These tests are attached as Exhibit D. Construction Manager is required to make any concerns known about the Site that arise from its review of these tests during the Demolition and Site Preparation Services and Design Assistance Services that may have an impact on the Demolition Schedule, Demolition Budget, Demolition Documents, DSPGMP, Project Schedule, Project Budget, Construction Documents, or CGMP.
- C. **No Warranty.** The documents provided by the Owner to the Construction Manager in Subsections 6(A)-(B) above were prepared by third-party contractors. The Owner does not warrant the foregoing information, but the Construction Manager is entitled to reasonably rely upon the accuracy of any such information, reports, surveys, drawings, and tests furnished by the Owner, except to the extent that the Construction Manager knows or should know of any inaccuracy.
- D. **Staging.** Due to the limited space at the Site and the need to maintain Owner's operations throughout the Work, the Construction Manager is responsible for finding an appropriate property and all of the necessary permissions to stage for the provision of Demolition and Site Preparation Services and Construction Services as necessary to maintain Owner's ability to operate.
- E. **Concealed, Unknown, or Hazardous Conditions.** If the Construction Manager encounters conditions at the Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager must promptly provide notice to the Owner before conditions are disturbed and in no event later than 24 hours after first observance of the conditions. If the Construction Manager

encounters conditions that are or have the potential to be hazardous, the Construction Manager must contact the Owner immediately after discovery. The Owner's Representative will promptly investigate such conditions and, if the Owner's Representative determines that they differ materially and cause an increase or decrease in the Construction Manager's cost of or time required for performance of any part of the Work, the Owner's Representative will recommend, for Demolition and Site Preparation Services, an equitable adjustment to the DSPGMP, the Demolition Schedule, and the Demolition Budget through a Change Order, and, for Construction Services, an equitable adjustment to the CGMP, the Project Schedule, and the Project Budget through a Change Order.

- F. **Blue Stakes.** Construction Manager, prior to performing any excavation Work at the Site, will comply with all duties of an excavator as provided in Utah Code Ann. §§ 54-8a-2 through 13. Construction Manager will notify Blue Stakes of Utah to locate existing underground utilities at the Site and exercise the standard of care normal to other firms practicing in the vicinity to avoid contact with buried and overhead utilities. Should unmarked or otherwise unknown utilities be encountered and damaged, Construction Manager will take reasonable steps to avoid further damage to the utilities upon discovery and will notify the Owner's Representative.
  
- G. **Access of Owner and Architect.** The Owner will retain access to the Site throughout the Work while maintaining its ongoing operations. The Construction Manager may take all appropriate and necessary steps to restrict access to Owner's employees and agents to portions of the Site that are under Work at that time. Owner, Architect, and other third-party consultants hired by the Owner may access the portions of the Site that the Construction Manager has restricted access to, but only after providing the Construction Manager's Representative with reasonable advance notice and complying with any safety instructions and precautions provided by the Construction Manager.

7. **Representatives.**

- A. **Owner's Representative.** As required under the CM/GC Contract, the Owner's Representative is:

Jerimie Thorne  
Deputy Director of Public Works  
Phone: (801) 567-7237  
Email: [jthorne@midvaleut.gov](mailto:jthorne@midvaleut.gov)

- B. **Construction Manager's Representative.** As required under the CM/GC Contract, the Construction Manager's Representative is:

[Name]  
[Title]  
[Phone:]  
[Email:]

C. **Architect's Representative.** The Architect's Representative is:

[Name]  
[Title]  
[Phone:]  
[Email:]

D. **Replacements.** Each Party may replace its respective representative by providing notice to the other Party. The Owner may replace the Architect's representative by providing notice to the Construction Manager.

E. **Representative's Actions Binding on Parties.** Once this CM/GC Contract is executed by the Parties, the Parties agree that the Representatives identified in this Section 7, or as otherwise replaced under Subsection 7(D), are authorized to bind their respective Party by executing any of the remaining Contract Documents including, but not limited to, the Demolition Documents, the Construction Documents, all of the exhibits requiring a Representative's signature included in the CM/GC Contract, and all Change Orders. A Party's representative does not have the authority to amend this CM/GC Contract. Any amendment to this CM/GC Contract may only be made in the same manner as and by those with the same authority to execute this CM/GC Contract.

8. **Coordination and Cooperation.** The Owner provides critical services from the Site for Midvale City residents, businesses, and visitors. Maintaining operations throughout the Project is essential for the Owner. The Parties' Representatives agree to regularly meet, communicate about the status of the Project and the Project Schedule, coordinate Work with Owner's operations, and coordinate with the Architect, consulting engineers, and other Owner-designated consultants. Owner, with sufficient notice and in coordination with the Construction Manager, may be able to relocate portions of its operations to other locations in order to maintain continuous operations. The Parties agree to cooperate in good faith.

9. **Compensation.**

A. **Design Assistance Services.** The Owner will compensate the Construction Manager a not-to-exceed amount of \$20,000.00 for the performance of Design Assistance Services.

B. **Demolition and Site Preparation Services.** The Owner's maximum total compensation to the Construction Manager for Demolition and Site Preparation Services is the DSPGMP as adjusted by any executed Change Orders. Construction Manager again reiterates that it has accepted the risk of any costs exceeding the DSPGMP, as adjusted by any Change Orders, as provided in Subsections 1(G) and 4(H)(VII) of this CM/GC Contract.

C. **Construction Services.** The Owner's maximum total compensation to the Construction Manager for Construction Services is the CGMP as adjusted by any executed Change Orders. Construction Manager again reiterates that it has accepted the risk of any costs

exceeding the CGMP, as adjusted by any Change Orders, as provided in Subsections 1(D) and 4(G)(VIII) of this CM/GC Contract.

**D. Disbursements.**

- I. Application for Disbursement.** Construction Manager will be compensated in progress payments by submitting to the Owner and the Architect an itemized application for Disbursement, in the form attached as Exhibit H, for completed portions of the Work. The application must be supported by all data substantiating the Construction Manager's right to payment that the Owner requires, such as copies of requisitions and releases and waivers of liens from subcontractors and suppliers, and must reflect retainage. If approved in advance by the Owner, applications for Disbursement may be made for materials and equipment suitably stored on or off the Site. All off site storage must be approved by Owner. Construction Manager must establish, in writing, the Owner's title to such materials and equipment and is responsible for any damage or loss. Applications for Disbursement must be certified by Owner for payment in accordance with Subsection 9(D)(V). Owner may request any additional documents, samples testing, inspections, or Site visits prior to certifying an application for Disbursement. Applications for Disbursement must include a certification by the Architect as set forth in the professional services contract between the Owner and Architect.
- II. Warranty for Applications for Disbursement.** The Construction Manager warrants that title to all Work covered by an application for Disbursement will pass to the Owner no later than the time of Disbursement. The Construction Manager further warrants that upon submittal of an application for Disbursement, all Work for which Certificates for Disbursement have been previously issued and payments received from the Owner are free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Manager, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Construction Manager recognizes that while title to the Work will pass to the Owner at the time of Disbursement, Owner's payment of a Disbursement does not mean that Owner has accepted such Work.
- III. Demolition Budget.** For Demolition and Site Preparation Services, each application for Disbursement will be checked against the Demolition Budget. The Owner will not pay the Construction Manager any amount for any Work in the application for Disbursement for which its value exceeds the value for such Work in the Demolition Budget, as adjusted by any Change Order, minus any amount already paid to the Construction Manager for such Work. The Owner will only compensate the Construction Manager the value of Work as set forth in the Demolition Budget as adjusted by any Change Order.

**IV. Project Budget.** For Construction Services, each application for Disbursement will be checked against the Project Budget. The Owner will not pay the Construction Manager any amount for any Work in the application for Disbursement for which its value exceeds the value for such Work in the Project Budget, as adjusted by any Change Order, minus any amount already paid to the Construction Manager for such Work. The Owner will only compensate the Construction Manager the value of Work as set forth in the Project Budget and as adjusted by any Change Order.

**V. Certificate for Disbursement.** Except as provided in Subsection 9(D)(VI) below, the Owner, in its sole discretion, may issue a certificate for Disbursement to the Construction Manager for its application for Disbursement. Within 14 days of issuing the certificate, the Owner will disburse the approved amount to the Construction Manager.

**VI. Withholding Certificate for Disbursement.** The Owner may decide not to make a Disbursement, in whole or in part, due to:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims against the Owner or Construction Manager in relation to the Project;
3. Failure of the Construction Manager to make payments properly to subcontractors for labor, materials, or equipment;
4. The requested Disbursement amount for Work exceeding the amount allocated for such Work under this CM/GC Contract, in the Demolition Budget, or in the Project Budget;
5. Damage to the Owner or another entity; or
6. Failure to carry out the Work in accordance with the Contract Documents.

This list is not exhaustive, and Owner reserves the right to approve applications for Disbursement in Owner's sole discretion.

**VII. Acceptance of Nonconforming Work.** If the Owner elects to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may reduce the GSPGMP and Demolition Budget or the CGMP and Project Budget, respectively, in the Owner's sole discretion. Owner's respective adjustment to the GSPGMP and Demolition Budget or CGMP and Project Budget may occur after Owner has made its final Disbursement to Construction Manager. In which case, the Construction Manager must reimburse the Owner for any overpaid amount as a result in the reduction of the GSPGMP and Demolition Budget or the CGMP and the Project Budget.

**E. Retainage.**

**I. Demolition and Site Preparation Services.** Owner will retain 5% of the DSPGMP until the Demolition and Site Preparation Services has reached Final Completion

and has been accepted by the Owner as evidenced by the Owner's issuance of a Certificate of Final Completion. The retainage will be held and disbursed in accordance with the provisions of Utah Code Ann. §13-8-5, as amended.

**II. Construction Services.** Owner will retain 5% of the CGMP until the entire Project has reached Final Completion and has been accepted by the Owner as evidenced by the Owner's issuance of a Certificate of Final Completion. The retainage will be held and disbursed in accordance with the provisions of Utah Code Ann. §13-8-5, as amended.

**F. Discounts, Rebates, and Refunds.** Cash discounts, trade discounts, rebates, refunds, and amounts received from sales of surplus or unused materials and equipment shall be collected by Construction Manager and transferred to Owner within 30 days of receipt by Construction Manager.

**G. Change Orders.** Midvale Municipal Code 3.02.150(C) prohibits Midvale from entering any contract using cost-plus-a-percentage-of-cost compensation method. For any Change Order that requires a change in compensation, the Parties agree to negotiate in good faith to determine the profit and overhead due to the Construction Manager for each Change Order. The Parties agree that the Construction Manager's negotiated profit and overhead for a Change Order may not exceed the following percentages multiplied by the cost of the required labor and equipment necessary to complete the change in Work under Change Order:

Contractor Fee:	3.00%
Change Order Markup Fee (Contractor)	3.00%
Change Order Markup Fee (Subcontractor)	10.00%

**10. Schedules.**

**A. Time is of the Essence.** For all Work provided by the Construction Manager under this CM/GC contract, time is of the essence.

**B. Adoption of Demolition Schedule.**

**I. Demolition Notice.** Prior to issuance of the Demolition Notice, the Parties will agree on, approve, and incorporate the Demolition Schedule as provided under Subsection 4(H)(IV). The Construction Manager is responsible for providing all of the required documents in accordance with this CM/GC Contract to the Owner in a timely manner for the Owner's review. The Owner may only issue the Demolition Notice once it has received, reviewed, and accepted all of the required documents from the Construction Manager. If the Construction Manager fails to timely provide the required documents, the Demolition Schedule will not be extended or suspended while the Owner waits to issue the Demolition Notice.

- II. Substantial Completion Dates.** The Demolition Schedule must identify the Substantial Completion Dates for each identified portion of the Work and for the Demolition and Site Preparation Services as a whole. At a minimum, each phase of the Demolition and Site Preparation Services must be identified separately in the Demolition Schedule and have a Substantial Completion Date scheduled. The Parties may agree to further identify portions of the Work in the Demolition Schedule.
- III. Final Completion Date.** The Project Schedule must identify the Final Completion Dates for each identified portion of the Work in the Project Schedule and the Demolition and Site Preparation Services as a whole.

**C. Adoption of Project Schedule.**

- I. Notice to Proceed.** Prior to the issuance of the Notice to Proceed, the Parties will agree on, approve, and incorporate the Project Schedule as provided under Subsection 4(G)(V). The Construction Manager is responsible for providing all of the required documents in accordance with this CM/GC Contract to the Owner in a timely manner for the Owner's review. The Owner may only issue the Notice to Proceed once it has received, reviewed, and accepted all of the required documents from the Construction Manager. If the Construction Manager fails to timely provide the required documents, the Project Schedule will not be extended or suspended while the Owner waits to issue the Notice to Proceed.
- II. Substantial Completion Date.** The Project Schedule must identify the Substantial Completion Dates for each identified portion of the Work and the Project as a whole. At a minimum, each phase of the Project must be identified separately in the Project Schedule and have a Substantial Completion Date scheduled. The Parties may agree to further identify portions of the Work in the Project Schedule.
- III. Final Completion Date.** The Project Schedule must identify the Final Completion Dates for each identified portion of the Work in the Project Schedule and the Project as a whole.

**D. Process for Accepting Work.**

- I. Application for Certificate of Substantial Completion.** When the Construction Manager determines that the Work, or a portion of Work which the Owner agrees to accept separately, has reached Substantial Completion, the Construction Manager must prepare and submit to the Owner an application for a Certificate of Substantial Completion and a Punchlist. Owner will review the application and Punchlist and conduct an inspection and testing of said Work. If, in Owner's sole discretion, the Owner determines that the identified portion of Work has reached Substantial Completion, the Owner will approve the Punchlist, with or without modifications, and issue a certificate of Substantial Completion. The Owner reserves the right to add items to or otherwise modify an approved Certificate of

Substantial Completion or Punchlist when Owner, in its sole discretion, determines that circumstances require such action. Each Punchlist is considered to be part of and incorporated into the Contract Documents. The Construction Manager will proceed promptly to complete and correct items on a Punchlist. Failure to include an item on a Punchlist does not relieve the Construction Manager of its obligation to complete all Work in accordance with the Contract Documents.

- II. Application for Certificate of Final Completion.** When the Construction Manager considers that the Work, or a portion of the Work which the Owner agrees to accept separately, has reached Final Completion, the Construction Manager must prepare and submit to the Owner an application for Final Completion that includes a comprehensive list of the Work that meets the requirements of the Contract Documents. Upon receipt of the Construction Manager's application, the Owner will review the application and Punchlist and conduct an inspection and testing to determine whether the designated portion of the Work has reached Final Completion. In Owner's sole discretion, if the Owner has determined that the portion of the Work has reached Final Completion, the Owner will issue a certificate of Final Completion to the Construction Manager.
- III. Application for Certificate of Final Completion for Demolition and Site Preparation Services.** No Disbursement or any remaining retained percentage will become due until the Construction Manager submits to the Owner (1) an executed Certificate of Final Completion for Demolition and Site Preparation Services required under this CM/GC Contract, (2) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (3) consent of Construction Manager's surety, if any, to final payment, and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the CM/GC Contract, to the extent and in such form as may be designated by the Owner. If a subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.
- IV. Application for Certificate of Final Completion for the Project.** No Disbursement or any remaining retained percentage will become due until the Construction Manager submits to the Owner (1) an executed Certificate of Final Completion for all Work required under this CM/GC Contract, (2) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (3) a certificate evidencing that insurance required by the Contract

Documents to remain in force after the final Disbursement is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (4) a written statement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (5) consent of Construction Manager's surety, if any, to final payment, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the CM/GC Contract, to the extent and in such form as may be designated by the Owner. If a subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Warranties required by the Contract Documents will commence when all of the Work is determined to be complete and the Owner has provided the Certificate of Final Completion to the Construction Manager for the entirety of the Project.

- V. Withholding Certificate of Completion.** After receiving an application for Substantial Completion or Final Completion, the Owner may withhold issuing the respective certificate of completion if the Owner's inspection or testing discloses any item, whether or not included on the Construction Manager's application or Punchlist, which is not in accordance with the requirements of the Contract Documents. The Construction Manager must complete or correct such item upon notification by the Owner. The Construction Manager must then submit a request for another inspection after which Owner, in its sole discretion, may determine whether the identified portion of the Work has reached the identified state of completion. When the Owner determines that the designated portion of Work is complete, the Owner will provide the appropriate certificate of completion to the Construction Manager. The Construction Manager is solely responsible for any costs and expenses incurred as a result of additional inspections.

**E. Suspension of Work.**

- I. For Convenience.** The Owner may, without cause, order the Construction Manager in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. Any Owner-caused suspension, delay, or interruption under this Section shall automatically extend the affected Substantial Completion and Final Completion Dates under this CM/GC Contract by an equal amount of time as the Owner-caused suspension, delay, or interruption. Owner shall be responsible for any increased costs due to any Owner-caused suspension, delay, or interruption under this Section totaling more than five business days. Construction Manager's request to modify the DSPGMP, Demotion Budget, Demolition Schedule, CGMP, Project Budget, or Project Schedule under this

Section must be supported by receipts, invoices, and any other supporting information requested by Owner.

- II. For Cause.** As provided in Subsection 5(D) of this CM/GC Contract, the Owner has the right to suspend the Work for cause. The Construction Manager is not entitled to any increase in the DSPGMP, Demolition Budget, CGMP, Project Budget, or an extension of the Demolition Schedule or Project Schedule due to Owner's order to stop Work under this Section.
- F. Force Majeure.** In the event that Construction Manager or the Owner is prevented from the performance of any act required under the CM/GC Contract by force majeure, then the performance of such act shall be excused for the period of the delay resulting from force majeure. For purposes of this CM/GC Contract, "force majeure" means an event having a material and adverse effect on the Project as a result of fire, other casualty, condemnation, pandemic, act of terrorism, riot, earthquake, hurricane, tornado, flood or other act of God, certified by the Owner or applicable State or Federal agency as a natural disaster.
- G. Liquidated Damages.** The Construction Manager must complete the Work in accordance with the dates set forth in the Demolition Schedule and the Project Schedule. The Demolition Schedule and the Project Schedule include the date of Substantial Completion as well as the Final Completion Date for the Project and all identified portions of the Project. The Parties agree that if Construction Manager fails to complete any identified portion of the Project in compliance with the Demolition Schedule or the Project Schedule, Owner would suffer damages difficult to calculate as of the Effective Date of this CM/GC Contract. Accordingly, in the event the Construction Manager fails to achieve Substantial Completion by the Substantial Completion Date, as set forth in the Demolition Schedule or Project Schedule, the Construction Manager must pay the Owner liquidated damages in the amount of \$500.00 per day for each day past the Substantial Completion Date until Substantial Completion is achieved and certified by the Owner. Further, if Construction Manager fails to achieve Final Completion, as set forth in the Demolition Schedule or Project Schedule, on or before the Final Completion Date, the Construction Manager must pay the Owner liquidated damages in the amount of \$1,000 per day for each day past the Final Completion Date until Final Completion is achieved and certified by the Owner. The Parties agree that these amounts are a fair and reasonable estimate of the potential damages, including but not limited to, interference with Owner's operations, increased costs, and additional expenses incurred by the Owner due to the delays. This liquidated damages provision is not intended as a penalty, but rather as a means of compensating the Owner for the losses that would be difficult to prove with certainty. Liquidated damages will cease to accrue upon achievement of Substantial Completion or Final Completion, as applicable. The Parties agree that the liquidated damages identified in this Section shall be the Owner's sole financial remedy for the Construction Manger's failure to achieve the respective deadlines set forth in the Demolition Schedule and the Project Schedule. This limitation applies exclusively to damages arising from the failure to meet the respective deadlines and shall not limit, waive, or otherwise affect any other rights or remedies under this CM/GC Contract including, but not limited to, those in Sections 5, 10, 13, 18, and 23.

**11. Failure to Correct Work.** If the Construction Manager fails to correct nonconforming Work within the time frame set out in Owner's written notice to Construction Manager, the Owner may correct it at the Construction Manager's expense. If the Construction Manager does not proceed with correction of such nonconforming Work within the time fixed by written notice from the Owner, the Owner may remove it and store the salvable materials or equipment at the Construction Manager's expense. If the Construction Manager does not pay costs of such removal and storage as set forth in written notice from the Owner, the Owner may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Construction Manager, including compensation for any services and expenses made necessary thereby. If such proceeds of sale do not cover costs which Construction Manager would have incurred, the respective DSPGMP and the Demolition Budget or the CGMP and the Project Budget will be reduced by the deficiency. If payments then or thereafter due to the Construction Manager are not sufficient to cover such amount, the Construction Manager must pay the amount of the deficiency to the Owner.

Nothing contained in this Section may be construed to establish a period of limitation with respect to other obligations which the Construction Manager might have under the Contract Documents. This Section relates only to the specific obligation of the Construction Manager to correct Work rejected by the Owner and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, or to the time within which proceedings may be commenced to establish the Construction Manager's liability with respect to the Construction Manager's obligations.

**12. Change Orders.** Change Orders require written approval by the Owner. Either Party may request a Change Order. The Construction Manager's application for a Change Order must include a detailed description of the costs, the effect on the Demolition Schedule or Project Schedule, basis for the request, and any other information requested by the Owner. After receiving all the requested information for a Change Order, the Owner will promptly approve or deny the Change Order.

**13. Termination.**

**A. For Convenience.** The Owner may terminate this CM/GC Contract for convenience at any time in Owner's sole discretion. Owner will be responsible for paying the Construction Manager for any Work the Construction Manager performed and any materials purchased for the Work prior to the Owner's termination. For Demolition and Site Preparation Services, any Disbursement owed to the Construction Manager may not exceed the DSPGMP minus any Disbursements previously made by the Owner to the Construction Manager for Demolition and Site Preparation Services. For Construction Services, any Disbursement owed to the Construction Manager may not exceed the CGMP minus any Disbursements previously made by the Owner to the Construction Manager for Construction Services.

**B. For Cause.** The Owner may terminate this CM/GC Contract for cause if the Construction Manager:

- i. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- ii. Fails to make payment to subcontractors for materials or labor in accordance with the respective contracts between the Construction Manager and the subcontractors;
- iii. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- iv. Repeatedly misses milestones or completion dates identified in the Demolition Schedule or Project Schedule;
- v. Repeatedly lies or misrepresents information regarding Work to the Owner;
- vi. Refuses to correct or attempts to conceal nonconforming Work; or
- vii. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, and after giving the Construction Manager and the Construction Manager's surety, if any, seven days' written notice, terminate employment of the Construction Manager and may, subject to any prior rights of the surety:

- i. Take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery owned by the Construction Manager located on the Site;
- ii. Accept assignment of subcontracts pursuant to Subsection 20(C); and
- iii. Finish the Work by whatever reasonable method the Owner may deem expedient.

When the Owner terminates this CM/GC Contract for one of the reasons stated in this Section, the Construction Manager is not entitled to receive a Disbursement until the Project has reached Completion. Any such Disbursement under this Section is limited only to the Work completed by the Construction Manager that was not previously paid for by the Owner. Additionally, the Disbursement may not exceed the CGMP minus any Disbursements previously made by the Owner to the Construction Manager and any amounts expended by the Owner to finish the Work and complete the Project.

**C. Demolition and Site Preparation Guaranteed Maximum Price.** If the Parties cannot agree on a DSPGMP within 45 days of the Parties' approval of the Demolition Documents, the Owner may elect one of the following options:

- I. Other Contractor(s).** The Owner may issue a Change Order that eliminates the Construction Manager's obligation to perform any additional Demolition and Site Preparation Services. The Change Order may also further eliminate or reduce the Construction Manager's obligation to complete any portion of the Work under this CM/GC Contract at the Owner's sole discretion. The Owner will have the right to use the Construction Manager's Work under the Demolition and Site Preparation Services, including any Demolition Documents, as it pleases. The Owner may complete—whether by itself or by hiring one or more contractors—Design

Assistance Services, Demolition and Site Preparation Services, Construction Services, or any portion of the Work under this CM/GC Contract.

**II. Termination of CM/GC Contract.** The Owner may terminate this CM/GC Contract. In accordance with Subsection 13(A), the Owner will compensate the Construction Manager for any Work performed for Design Assistance Services up to the amounts identified in Subsection 9(A). The Parties will have no further obligations to one another and may not bring a claim against the other solely for failing to agree to a DSPGMP. The Owner will have the right to use the Construction Manager's Design Assistance Services and Demolition and Site Preparation Services Work as it pleases. The Owner may complete—whether by itself or by hiring one or more contractors—Design Assistance Services, Demolition and Site Preparation Services, Construction Services, or any portion of the Work under this CM/GC Contract.

**D. Construction Guaranteed Maximum Price.** If the Parties cannot agree on a CGMP within 45 days of the Parties' approval of the Construction Documents, the Owner may elect one of the following options:

**I. Other Contractor(s).** The Owner may hire another contractor to perform the Construction Services. The Owner will issue a Change Order that eliminates the Construction Manager's obligation to perform any Construction Services. The Change Order may also further eliminate or reduce the Construction Manager's obligation to complete any portion of the Work under this CM/GC Contract at the Owner's sole discretion. The Owner will have the right to use the Construction Manager's Design Assistance Services and Demolition and Site Preparation Services Work, including any Construction Documents and Demolition Documents, as it pleases. The Owner may complete—whether by itself or by hiring one or more contractors—Design Assistance Services, Demolition and Site Preparation Services, Construction Services, or any portion of the Work under this CM/GC Contract.

**II. Termination.** The Owner may terminate this CM/GC Contract. In accordance with Section 13(A), the Owner will compensate the Construction Manager for any Work performed for Design Assistance Services as well as Demolition and Site Preparation Services up to the amounts identified in Subsections 9(A)-(B), respectively. The Parties will have no further obligations to one another and may not bring a claim against the other solely for failing to agree to a CGMP. The Owner will have the right to use the Construction Manager's Design Assistance Services and Demolition and Site Preparation Services Work as it pleases. The Owner may complete—whether by itself or by hiring one or more contractors—Design Assistance Services, Demolition and Site Preparation Services, Construction Services, or any portion of the Work under this CM/GC Contract.

**E. Non-Funding.** Upon 30 days written notice delivered to Construction Manager, this CM/GC Contract may be terminated in whole or in part at the sole discretion of Owner, if Owner reasonably determines that:

- i. a change in federal, state, or municipal law materially affects the ability of either Party to perform under this CM/GC Contract;
- ii. a change in available funds affects the Owner's ability to pay under this CM/GC Contract; or
- iii. the Midvale City Council fails to fully fund the CM/GC Contract.

Termination under this Subsection is not a default under this CM/GC Contract and will not create any penalty for the Owner. The Construction Manager will have no right of action for damages, specific performance, or other relief against the Owner.

**14. Warranty.** The Construction Manager warrants to the Owner that materials and equipment furnished under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Construction Manager must furnish satisfactory evidence as to the kind and quality of materials and equipment used on the Project. The Construction Manager warrants that the designs, drawings, plans and specifications contained in the Contract Documents have been reviewed and evaluated and are constructable. Construction Manager warrants that the Project will be constructed in accordance with the Contract Documents and all applicable laws including, but not limited to, Title 15A of the Utah Code. The Construction Manager must provide the Owner with two copies of all written warranties, including, but not limited to, manufacturer's warranties and related documents required by the Contract Documents. Construction Manager will ensure that all warranties related to the workmanship, equipment operation, or construction of the Project by subcontractors and sub-subcontractors are issued in the name of the Owner or assigned to the Owner. The Construction Manager will also forward to the Owner, as it becomes available, all consent of surety or sureties, if any, to reduction in or partial release of retainage, affidavits, receipts, releases, and waivers of liens or bonds indemnifying the Owner against claims and any other documentation under the Contract Documents. The Construction Manager warrants that Construction Manager shall be responsible to cure any deformity, defect, or nonconformance in construction, installation or operation on the Project or Project Site, at no cost to the Owner, for a period of not less than one year.

**15. Indemnification.**

**A. Design Professional Services.** For any Work under this CM/GC Contract that would be considered "design professional services," as that term is defined under Utah Code Ann. § 13-8-7, and to the maximum extent permitted by Utah Code Ann. § 13-8-7, Construction Manager agrees to indemnify and hold harmless Midvale City and its officials, officers, employees, volunteers, and agents from and against any liability for damages to the extent caused by or resulting from the Construction Manager's breach of contract, negligence,

recklessness, or intentional misconduct, or the Construction Manager's subconsultant's negligence. Additionally, Construction Manager agrees to reimburse Midvale City and its officials, officers, employees, volunteers, and agents for attorney fees and other costs incurred in defending against a claim alleging liability to the extent the attorney fees or other costs were incurred due to the Construction Manager's breach of contract, negligence, recklessness, or intentional misconduct, or the Construction Manager's subconsultant's negligence.

- B. Demolition, Site Preparation, and Construction Services.** Except for the Work covered by Subsection 15(A) above and to the maximum extent permitted by Utah Code Ann. § 13-8-1, Construction Manager agrees to indemnify, hold harmless, and defend Midvale City and its officials, officers, employees, volunteers, and agents against liability if the damages arise out of bodily injury to a person, damage to property, or economic loss, and the damages are caused by or result from the fault of the Construction Manager, others, or their agents and employees. Such liability is limited by the extent the damages are caused in part by the Owner and the cause of the damages did not arise at the time and during the phase of the Project when the Owner was operating as a construction manager, general contractor, subcontractor, sub-subcontractor, or supplier. In the event that such liability is limited under the prior sentence, the fault of the Owner will be apportioned among the Construction Manager and any subcontractors, sub-subcontractors, and suppliers pro rata based on the proportional share of fault each of the aforementioned parties.

**16. Government Immunity.** Owner advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Owner does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Owner under this CM/GC Contract are expressly limited to the amounts identified in the Act.

**17. Insurance**

- A. Required.** Except for the Builder's Risk Insurance Policy, Construction Manager must at all times and without interruption during the term of this CM/GC Contract maintain insurance in accordance with this Section. As specified in this Section, Construction Manager may be required to maintain required insurance policies beyond the term of this CM/GC Contract.
- B. Coverage Amounts.** Construction Manager must obtain the following insurance policies with at least the following coverage amounts.
- i. Commercial General Liability: \$2,000,000 each occurrence/\$4,000,000 aggregate for personal injury and property damage. This policy must include products and completed operations, property damage, bodily injury, and personal and advertising injury.

- ii. Automobile Liability: (owned, non-owned, and hired vehicles) for bodily injury and property damage: \$2,000,000 per accident.
- iii. Pollution Liability: \$1,000,000 each occurrence/\$2,000,000 aggregate. Coverage must be maintained for at least five years after Final Completion of all Work.
- iv. Professional Liability (Errors and Omissions): \$1,000,000 each occurrence/\$3,000,000 aggregate (Only required if the Construction Manager creates Construction Documents)
- v. Worker's Compensation: Limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.
- vi. Builder's Risk Insurance: A value equal to or greater than the CGMP.

**C. Umbrella/Excess Liability Policies.** The insurance limits required by Subsections 17(B)(i)-(v) may be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

**D. Insurance Company Ratings.** Construction Manager must obtain the required insurance from an insurance company or insurance companies licensed and authorized in the State of Utah. Insurance is to be placed with insurers with an AM Best rating of no less than an A Carrier with a rating of VII or higher.

**E. Builder's Risk Insurance Requirements.** The Builder's Risk Insurance policy must utilize an "All Risk" (Special Perils) coverage form, with no coinsurance penalty provisions. The policy must include the interests of the Owner in the Project. The policy must include, at a minimum and without limitation, the risk of fire (with extended coverage) and physical loss or damage from theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, and demolition caused by enforcement of any legal requirements. The Builder's Risk Insurance policy must cover all portions of the Work at the Site, off the Site, and in transit.

**F. Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by the Owner.

**G. Additional Insured.** Construction Manager must add Midvale City as an additional insured to all of its insurance policies under this CM/GC Contract except for its Workers Compensation and Professional Liability policies. The additional insured coverage must

apply to both ongoing operations and completed operations. The policy limits for additional insureds must be the same as the named insured.

- H. Notice of Cancellation.** Construction Manager may not cancel or allow an insurance policy to expire that this required under this CM/GC Contract unless written notice has been given to Owner at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.
- I. Certificates of Insurance.** Construction Manager must provide a certificate of insurance that meets the requirements of this Section to Owner prior to execution of this CM/GC Contract. Construction Manager must provide a certificate of insurance for the Builder's Risk Insurance after the CGMP is accepted and approved by both Parties. Construction Manager must provide an updated certificate of insurance any time its insurance policy changes, or the current certificate of insurance will expire. Failure to provide a certificate of insurance in accordance with this Subsection will be deemed a material breach of this CM/GC Contract.
- J. Material Breach.** Construction Manager's failure to maintain insurance in accordance with this Section for the term of this CM/GC Contract is a material breach of this CM/GC Contract. Owner may immediately terminate this CM/GC Contract and seek any other appropriate remedies.

## **18. Bonds.**

- A. Performance Bond-Demolition and Site Preparation Services.** After the Parties agree to and execute the DSPGMP, Demolition Budget, and Demolition Schedule, the Construction Manager must provide the Owner a performance bond in the amount of the DSPGMP and that meets the requirements of this Section.
- B. Payment Bond-Demolition and Site Preparation Services.** After the Parties agree to and execute the DSPGMP, Demolition Budget, and Demolition Schedule, the Construction Manager must provide the Owner a payment bond in the amount of the DSPGMP and that meets the requirements of this Section.
- C. Performance Bond-Construction Services.** After the Parties agree to and execute the CGMP, Project Budget, and Project Schedule, the Construction Manager must provide the Owner a performance bond in the amount of the CGMP and that meets the requirements of this Section.
- D. Payment Bond-Construction Services.** After the Parties agree to and execute the CGMP, Project Budget, and Project Schedule, the Construction Manager must provide the Owner a payment bond in the amount of the CGMP and that meets the requirements of this Section.
- E. Bond Requirements.** The performance bonds and payment bonds must name the Owner as an obligee and must be enforceable by the Owner even if the Owner terminates the Construction Manager pursuant to the terms of this CM/GC Contract. The performance

and payment bonds for Demolition and Site Preparation Services must remain in effect until the Owner has issued a Certificate of Final Completion for the Demolition and Site Preparation Services in accordance with Subsection 10(D)(III). The performance and payment bonds for Construction Services must remain in effect until the issuance of the Certificate of Final Completion for the entire Project in accordance with Subsection 10(D)(IV).

- F. Bond Surety Requirements.** Construction Manager must obtain the required bonds from a bond surety or bond sureties licensed and authorized in the State of Utah. Bonds are to be obtained from sureties named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570, as amended and supplemented, by the US Department of Treasury’s Bureau of Fiscal Service.
- G. Notices.** The Owner will not issue the Demolition Notice or the Notice to Proceed until the Construction Manager has provided the Owner with the respective performance and payment bonds that meet the requirements of this Section and are in a form that is acceptable to the Owner.

**19. Relationship of Parties.** It is understood that this CM/GC Contract is a contract that has been negotiated and voluntarily entered into by the Parties, and that Construction Manager is an independent contractor, and not an agent of the Owner. The Owner and Construction Manager renounce the existence of any form of joint venture or partnership between them and agree that nothing contained in the CM/GC Contract or in any document executed in connection with it may be construed as making the Owner and Construction Manager as joint venturers or partners. The officers and employees of the Construction Manager are not employees, officers, or agents of the Owner and may not represent themselves to be Owner’s employees. The officers and employees of Construction Manager are not entitled, as a result of the execution of this CM/GC Contract, to any benefits or protections that would otherwise be available to employees of Owner. No other legal relationship has been formed by this CM/GC Contract. Construction Manager is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

**20. Subcontractors.**

- A. Subcontractor Relations.** By appropriate contract, the Construction Manager shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Construction Manager by the same terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager, by the Contract Documents, assumes toward the Owner. Each subcontractor contract shall require the same insurance requirements to which Construction Manager is bound by the Contract Documents and preserve and protect the rights of the Owner with respect to the Work to be performed by the subcontractor such that subcontracting thereof shall not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar contracts with sub-

subcontractors. The Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract contract, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors. The Owner shall not be responsible to compensate subcontractors of any tier. Construction Manager shall compensate subcontractors and obtain all applicable releases upon payments to subcontractors. Any lien or other encumbrance that results from Construction Manager's failure to compensate a subcontractor of any tier or failure to obtain releases shall be paid by, or removed by, the Construction Manager.

- B. Status Verification.** In accordance with Utah Code Ann. § 63G-12-302(3)(b)(ii), the Construction Manager must require each subcontractor and sub-subcontractor to certify to the Construction Manager that it has verified through the Status Verification System, as defined in Utah Code Ann. § 63G-12-102(21), the employment status of each new employee of the respective subcontractor or sub-subcontractor. The Construction Manager, in its Status Verification Certification required under Subsection 21(A) of this CM/GC Contract, must certify to the Owner that it is following this requirement.
- C. Contingent Assignment of Subcontracts.** Each subcontract for a portion of the Work must provide for the assignment of the subcontract by the Construction Manager to the Owner under the following conditions:
  - i. Assignment is effective only after termination of this CM/GC Contract by the Owner for cause as provided herein and only for those subcontracts which the Owner accepts by notifying the subcontractor in writing; and
  - ii. Assignment is subject to the prior rights of the surety, if any, obligated under a bond relating to the Contract.

## **21. Certifications.**

- A. Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G- 12-101 to 402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Construction Manager will provide Owner a certification of its compliance with this requirement prior to the execution of this CM/GC Contract, unless exempted by Utah Code Ann. 63G-12-302. Additionally, the Construction Manager will include in its certification to Owner that it also complying with the requirements of Utah Code Ann. § 63G-12-302(3)(b)(ii).
- B. No Boycott.** Pursuant to Utah Code Ann. § 63G-27-201, Construction Manager certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as those terms are defined under Utah Code Ann. § 63G-27-102. Construction Manager agrees to not engage in a boycott of the State of Israel for the duration of this CM/GC

Contract. Construction Manager agrees to notify Owner if it begins engaging in an economic boycott. Construction Manager's notification may be grounds for termination of this CM/GC Contract.

**22. Notices.** Unless otherwise noted in this CM/GC Contract, any notice required or permitted to be given by any provision of this CM/GC Contract will be deemed to have been sufficiently given or served for all purposes if (A) personally delivered, (B) sent by a nationally recognized overnight courier service for next business day delivery to the recipient at the address below indicated, (C) sent by first-class U.S. mail, prepaid, certified and return receipt requested to the recipient at the address below indicated, or (D) delivered by facsimile or electronic transmission (e.g., fax or email) which is confirmed in writing by sending a copy of such facsimile or electronic transmission to the other Party pursuant to clause (A), (B) or (C) above.

**Construction Manager:** Big-D Construction Corp.  
Attn: [Title]  
404 W 400 S  
Salt Lake City, UT 84101  
[Email address]

With a required copy to: Big-D Construction Corp.  
Attn: [Title]  
404 W 400 S  
Salt Lake City, UT 84101  
[Email address]

**Owner:** Midvale City  
Attn: Public Works Director  
8196 S Main Street  
Midvale, UT 84047  
Public\_Works@midvaleut.gov

With a required copy to: Midvale City  
Attn: Midvale City Attorney  
7505 S Holden Street  
Midvale, UT 84047  
cityattorney@midvaleut.gov

The Parties may change their respective addresses for notices hereunder by such Parties giving notice of such changes to the other Parties in the manner hereinabove provided.

**23. Miscellaneous.**

**A. Construction.** This CM/GC Contract is the result of the joint efforts and negotiations of the Parties, and no single Party is the author or drafter hereof. All of the Parties assume joint responsibility for the form and structure of all of the contents of this CM/GC Contract,

and the Parties agree that the CM/GC Contract must be interpreted as though each of the Parties participated in the composition of this CM/GC Contract and each part thereof.

- B. Incorporation of Preamble and Recitals.** The Preamble and Recitals are incorporated by reference as part of the CM/GC Contract.
- C. Amendments.** This CM/GC Contract may be modified only by the mutual written agreement of the Parties. Any such amendment will be attached to this CM/GC Contract.
- D. Not Exclusive.** Construction Manager understands that this CM/GC Contract is not exclusive. Owner may contract with other individuals or entities to provide the same or similar services.
- E. Assignment and Delegation.** The Construction Manager may not assign or delegate this CM/GC Contract or any portion of it without written consent of the Owner. Owner may withhold its consent for any reason. If the Construction Manager attempts to assign or delegate any portion of the CM/GC Contract without such consent, the Construction Manager will remain legally responsible for all obligations under this CM/GC Contract.
- F. Waiver.** Failure by either party to insist upon the strict performance of any condition of this CM/GC Contract or to exercise any right or remedy found under the CM/GC Contract does not constitute a waiver. Either Party may waive any of its rights or any conditions only by written notice to the other party. No waiver may affect or alter the remainder of this CM/GC Contract. Every other condition in the CM/GC Contract will remain in full force with respect to any other existing or subsequently occurring breach.
- G. Rights and Remedies.** The list of remedies under this CM/GC Contract is not exhaustive or exclusive. Either Party may pursue any other right or remedy or combination of rights and remedies available to it, either in law or equity, on account of the other Party's default.
- H. Choice of Laws and Venue.** This CM/GC Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this CM/GC Contract must be brought in a court of competent jurisdiction in Salt Lake County, Utah.
- I. No Third-Party Beneficiaries.** The execution, performance, and delivery of this CM/GC Contract shall not be deemed to confer any rights upon, nor obligate any of the Parties, to any entity or party other than the Construction Manager and the Owner.
- J. Dispute Resolution.**
  - I. Process.** Any dispute arising under or relating to this CM/GC Contract will be resolved in the following order:
    1. Good faith negotiations between the Parties;
    2. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and

3. Litigation.

**II. Waiver of Jury Trial.** EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS CM/GC CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**III. Attorney's Fees.** If a Party incurs any legal or attorney's costs or fees in litigation to enforce the CM/GC Contract or resolve a dispute arising under or relating to this CM/GC Contract, the prevailing Party may recover such costs and fees.

**IV. Waiver of Consequential Damages.** Unless the Parties otherwise agree in writing, the Parties agree that neither Party shall be liable to the other Party for any indirect, incidental, special, or consequential damages arising out of or relating to this CM/GC Contract.

**K. Survival.** The following Sections and Subsections of this CM/GC Contract will survive any termination of this CM/GC Contract:

- i. Subsection 4(C)(III) *Taxes and Impositions*;
- ii. Subsection 4(K) *Project Documents*;
- iii. Subsection 4(L) *Accounting and Audits*;
- iv. Subsection 4(M) *Document Retention*;
- v. Subsection 9(F) *Discounts, Rebates, and Refunds*;
- vi. Section 15 *Indemnification*;
- vii. Section 17 *Insurance*;
- viii. Subsection 23(H) *Choice of Laws and Venue*;
- ix. Subsection 23(J) *Dispute Resolution*; and
- x. Subsection 23(L) *Government Records Access and Management Act*.

**L. Government Records Access and Management Act.** Owner is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents produced or collected under this CM/GC Contract may be subject to public access. If Construction Manager believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Construction Manager must provide a written claim of business confidentiality to the Owner that complies with Utah Code Ann. § 63G-2-309(1). Construction Manager agrees to cooperate with and to supply any requested records to Owner with any public records request. This obligation will survive any suspension or termination of this CM/GC Contract.

**M. E-Signatures.** The Parties consent to the acceptance and incorporation of exhibits, the approval of Change Orders, and other documents required by this CM/GC Contract by e-signature through the Owner's DocuSign program. The Parties are each responsible for notifying Owner's Procurement/Contract Analyst with their respective authorized individual's correct names and email addresses.

- N. Severability.** If any provision of the CM/GC Contract is held to be void, the voided provision will be considered severable from the remainder of the CM/GC Contract and will not affect any other provision in the CM/GC Contract. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law. Any modifications to the CM/GC Contract under this Section will be construed in the way that most reflects the original intent of the Parties.
- O. Authority.** Each Party represents and warrants to the other that the execution and delivery of this CM/GC Contract and the performance of each Party's obligations hereunder have been duly authorized and that this CM/GC Contract is valid and legally binding on the Parties and enforceable in accordance with its terms.
- P. Entire Agreement.** This CM/GC Contract, including all exhibits and all other documents incorporated by reference, contains the entire, fully-integrated contract between the Parties. No statement, promise, or inducement made by any Party or agents for any Party that are not contained in this CM/GC Contract are binding or valid. This CM/GC Contract supersedes all prior and contemporaneous negotiations, representations, and contracts of the Parties with respect to the subject matter hereof.

*Signature Page to Follow*

IN WITNESS WHEREOF, the Parties to this CONSTRUCTION MANAGER/ GENERAL CONTRACTOR CONTRACT have executed this CM/GC Contract as of the day and year first above written.

**OWNER:** MIDVALE CITY, a municipal corporation of the State of Utah

\_\_\_\_\_  
Dustin Gettel, Mayor

ATTEST:

\_\_\_\_\_  
Rori L. Andreason, City Recorder

**CONSTRUCTION MANAGER:** BIG-D CONSTRUCTION CORP., a Utah corporation

By \_\_\_\_\_  
[Name], [Title]

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its Board of Directors or its bylaws, and he/she acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
Notary Public

**Exhibit A:**  
**Owner Request for Proposals for Construction  
Manager**

**Exhibit B:**  
**Construction Manager Response to Owner's RFP**

**Exhibit C:  
Site Survey**

**Exhibit D:**  
**Environmental and Geotechnical Reports**

**Exhibit E:**  
**Construction Manager's Status Verification**  
**Certification**



# STATUS VERIFICATION SYSTEM AFFIDAVIT

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## PART 1 GENERAL

### 1.1 CONSTRUCTION MANAGER

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_

C. Telephone number: \_\_\_\_\_

D. Email address: \_\_\_\_\_

### 1.2 CONTRACT

A. The Contract is known as Construction Manager/General Contractor Contract.

## PART 2 REQUIREMENTS

### 2.1 REGISTRATION AND PARTICIPATION

A. Pursuant to Utah Code Ann. § 63G-12-101, et seq., CONSTRUCTION MANAGER certifies it has registered and participates in the Status Verification System, as defined in Utah Code Ann. § 63G-12-102, to verify the work eligibility status of CONSTRUCTION MANAGER's new employees that are employed in Utah.

B. CONSTRUCTION MANAGER will provide its company information page from the Status Verification System's website. A screenshot of the CONSTRUCTION MANAGER's enrollment or its company information page shall be submitted with this document and no later than the execution of the CM/GC Contract.

C. All subcontractors and sub-subcontractors are responsible for providing the same information under 2.1(A)-(B) to the CONSTRUCTION MANAGER prior to performing any Work under the CM/GC Contract.

DOCUMENT CONTINUES ON NEXT PAGE

**PART 3 EXECUTION**

**3.1 SUBSCRIPTION AND ACKNOWLEDGMENT**

A. CONSTRUCTION MANAGER's signature: \_\_\_\_\_

B. Print name: \_\_\_\_\_

C. Title: \_\_\_\_\_

D. CONSTRUCTION MANAGER's Utah license number: \_\_\_\_\_

E. CONSTRUCTION MANAGER's Status Verification System ID Number: \_\_\_\_\_

State of: \_\_\_\_\_)

) ss

County of: \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said \_\_\_\_\_ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(seal)

END OF DOCUMENT

**Exhibit F:**  
**Construction Manager's No Boycott Affidavit**



# STATE OF ISRAEL AND ECONOMIC BOYCOTT AFFIDAVIT

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## PART 1 GENERAL

### 1.1 CONSTRUCTION MANAGER

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_

C. Telephone number: \_\_\_\_\_

D. Email address: \_\_\_\_\_

### 1.2 CONTRACT

A. The Contract is known as Construction Manager/General Contractor Contract.

## PART 2 REQUIREMENTS

### 2.1 REPRESENTATION

A. Pursuant to Utah Code Ann. § 63G-27-201, CONSTRUCTION MANAGER certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as those terms are defined under Utah Code Ann. § 63G-27-102.

B. CONSTRUCTION MANAGER agrees to not engage in a boycott of the State of Israel for the duration of the CM/GC Contract.

C. CONSTRUCTION MANAGER agrees to notify OWNER if it begins engaging in an economic boycott. CONSTRUCTION MANAGER's notification may be grounds for termination of the CM/GC Contract.

DOCUMENT CONTINUES ON NEXT PAGE

**PART 3 EXECUTION**

**3.1 CONSTRUCTION MANAGER’S ACKNOWLEDGMENT**

A. CONSTRUCTION MANAGER’s signature: \_\_\_\_\_

B. Print name: \_\_\_\_\_

C. Title: \_\_\_\_\_

D. CONSTRUCTION MANAGER’s Utah license number: \_\_\_\_\_

State of: \_\_\_\_\_)

) ss

County of: \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of name of document signer satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said \_\_\_\_\_ acknowledged to me that said Corporation executed the same.  
Witness my hand and official seal.

\_\_\_\_\_  
(notary signature)

(seal)

END OF DOCUMENT

**Exhibit G:**  
**Construction Manager's Certificate(s) of Insurance**

**Exhibit H:**  
**Disbursement Application Form**



# DISBURSEMENT APPLICATION # \_\_\_\_\_

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## PART 1 – PROJECT AND APPLICATION INFORMATION

A. Project: Midvale City Public Works Facilities Expansion

B. Construction Manager: Big-D Construction

C. Owner: Midvale City

D. Architect: Galloway & Company, LLC

E. Application No.: \_\_\_\_\_

F. Date of Application: \_\_\_\_\_

G. Period Covered: \_\_\_\_\_ to \_\_\_\_\_

- H. Service:     Design Assistance  
                   Demolition and Site Preparation  
                   Construction

I. Description of Work Performed (*Attach additional information, pages, and photos, as needed*):

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## PART 2 – MATERIALS AND EQUIPMENT (IF APPLICABLE)

A. List of New Stored Materials and Equipment

B. Owner's Approval for Stored Materials and Equipment

C. Owner's Permission for Offsite Storage

**PART 3 – REQUIRED SUBMITTALS**

- A. Copies of Requisitions:
- B. Releases and Waivers from Subcontractors and Suppliers:
- C. Samples Testing (If Applicable):
- D. E. Architect’s Certification
- E. Other: \_\_\_\_\_

**PART 4 – SUMMARY OF PAYMENT REQUEST**

Description	Amount
Total Value of Work Completed	
Value of New Stored Materials and Equipment (On-Site)	
Value of New Stored Materials and Equipment (Off-Site)*	
<i>Work and Materials Subtotal</i>	
Total Budget for Work (Adjusted for Change Orders)	
Previous Disbursements for Work	
Retainage Amount	
<i>Available Budget Subtotal</i>	
<b>Total Due This Application</b> (Available Budget Subtotal – Work and Materials Subtotal)	
<i>Remaining Budget for Work</i>	

**PART 5– CONSTRUCTION MANAGER WARRANTY**

In accordance with Section 9(D)(II) of the CM/GC Contract, the Construction Manager warrants that title to all Work covered by an application for Disbursement will pass to the Owner no later than the time of Disbursement. The Construction Manager further warrants that upon submittal of an application for Disbursement, all Work for which certificates for Disbursement have been

previously issued and payments received from the Owner are free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Manager, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Construction Manager recognizes that while title to the Work will pass to the Owner at the time of Disbursement, Owner's payment of a Disbursement does not mean that Owner has accepted such Work.

\_\_\_\_\_  
Construction Manager's Representative Signature

Date: \_\_\_\_\_

**PART 6 – CONSTRUCTION MANAGER CERTIFICATION**

Pursuant to the CM/GC Contract, the Construction Manager hereby certifies to the Owner that, in accordance with the CM/GC Contract, (1) the Work described in Part 1 has been performed, (2) the materials and equipment listed in Part 2 and are properly stored, and (3) the amounts requested in this Disbursement Application are accurate and due.

\_\_\_\_\_  
Construction Manager's Representative Signature

Date: \_\_\_\_\_

END OF DOCUMENT

**Exhibit I:**  
**Certificate of Disbursement Form**



# CERTIFICATE OF DISBURSEMENT # \_\_\_\_\_

## PART 1 - PROJECT AND APPLICATION INFORMATION

A. Project: Midvale City Public Works Facilities Expansion

B. Construction Manager: Big-D Construction Corp.

C. Owner: Midvale City

D. Architect: Galloway & Company, LLC

E. Application No.: \_\_\_\_\_

F. Date of Application: \_\_\_\_\_

G. Period Covered: \_\_\_\_\_ to \_\_\_\_\_

- H. Service:  Design Assistance  
 Demolition and Site Preparation  
 Construction

## PART 2 – REQUIRED SUBMITTALS

A. Copies of Requisitions:

B. Releases and Waivers from Subcontractors and Suppliers:

C. Samples Testing (If Applicable):

D. Other: \_\_\_\_\_

## PART 3 – INSPECTIONS/REVIEWS/TESTING

A. Completed Inspections:  Construction Manager      Date of Inspection: \_\_\_\_\_  
 Architect      Date of Inspection: \_\_\_\_\_  
 Owner      Date of Inspection: \_\_\_\_\_

B. Owner Site Visit      Completed by: \_\_\_\_\_ Date of Visit: \_\_\_\_\_

C. Off-Site Storage Visit (If Applicable) Completed by: \_\_\_\_\_ Date of Visit: \_\_\_\_\_

D. Materials Testing (If Applicable) Completed by: \_\_\_\_\_ Date of Testing: \_\_\_\_\_

E. Owner Testing (If Applicable) Completed by: \_\_\_\_\_ Date of Testing: \_\_\_\_\_

**PART 4 – NONCONFORMING WORK (IF APPLICABLE)**

A. Description of Nonconforming Work (*Attach photos and supp. information, as needed*):

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B. Rejection of Nonconforming Work (If Applicable)

1. Description of Rejected Nonconforming Work: \_\_\_\_\_

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2. Reduction in Value to Disbursement: \_\_\_\_\_

3. Date to Correct Nonconforming Work: \_\_\_\_\_

C. Acceptance of Nonconforming Work (If Applicable)

1. Description of Accepted Nonconforming Work: \_\_\_\_\_

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2. Reduction in Value to Disbursement and Budget: \_\_\_\_\_

3. Amount Reimbursement Owed to Owner (if applicable): \_\_\_\_\_

4. Owner Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Representative

**PART 5 – WITHHELD DISBURSEMENT (IF APPLICABLE)**

A. Owner's Reason for Withholding Disbursement:

- Prior Defective Work Not Remedied
- Third Party Claims Against Owner or Construction Manager Related to Project
- Construction Manager's Failure to Pay Subcontractors
- Requested Disbursement Exceeds Remaining Budget
- Damage to Owner or Other Entity
- Work Not in Accordance with Contract Documents
- Other Reason: \_\_\_\_\_

B. Reduction in Value to Disbursement due to Withholding: \_\_\_\_\_

**PART 6 – FINAL DISBURSEMENT CHECKLIST (IF APPLICABLE)**

A. Completed Certificate of Completion (Exhibit K)

**PART 7 – BUDGET/PAYMENT SUMMARY**

Description	Amount
Total Value of Work Completed	
Value of New Stored Materials and Equipment (On-Site)	
Value of New Stored Materials and Equipment (Off-Site)	
Reduction in Value for Nonconforming Work	
Reduction in Value due to Owner's Withholding	
<i>Work and Materials Subtotal</i>	
Total Budget for Work (Adjusted for Change Orders)	
Previous Disbursements for Work	
Reduction in Value for Accepted Nonconforming Work	
Retainage Amount	
<i>Available Budget Subtotal</i>	
<b>Total Due This Application (Available Budget Subtotal – Work and Materials Subtotal)</b>	
<i>Remaining Budget for Work</i>	

**PART 8 – OWNER’S CERTIFICATION**

Pursuant to the CM/GC Contract, the Owner certifies that the Construction Manager’s Disbursement Application # \_\_\_\_\_ has been reviewed and approved for payment. This Certificate of Disbursement does not constitute acceptance of the Work by the Owner.

\_\_\_\_\_  
Owner’s Representative Signature

Date: \_\_\_\_\_

END OF DOCUMENT

**Exhibit J:**  
**Completion Application Form**



# COMPLETION APPLICATION # \_\_\_\_\_

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## PART 1 - PROJECT AND APPLICATION INFORMATION

A. Project: Midvale Public Works Operations Center

B. Construction Manager: Big-D Construction Corp.

C. Owner: Midvale City

D. Architect: Galloway & Company, LLC

E. Application Date: \_\_\_\_\_

## PART 2 – COMPLETED WORK DESCRIPTION

- A. Service:     Design Assistance  
                   Demolition and Site Preparation  
                   Construction

- B. Completion Type:  Substantial Completion of Work  
                               Final Completion of Work  
                               Final Completion of Demolition and Site Preparation Services  
                               Final Completion of Project

C. Description of Completed Work (*Attach drawings and supplemental information, as needed*):

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D. Scheduled Completion Date: \_\_\_\_\_

E. Nonconforming Work (if applicable): \_\_\_\_\_

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**PART 3 – SUBSTANTIAL COMPLETION SUBMITTALS (IF APPLICABLE)**

A. Proposed Punchlist # \_\_\_\_\_:

**PART 4 – FINAL COMPLETION SUBMITTALS (IF APPLICABLE)**

A. Certificate of Substantial Completion # \_\_\_\_\_:

B. Completed Punchlist # \_\_\_\_\_:

**PART 5 – FINAL COMPLETION OF DEMOLITION AND SITE PREPARATION SERVICES SUBMITTALS (IF APPLICABLE)**

A. Completed Punchlist # \_\_\_\_\_:

B. Construction Manager Affidavit of Payment:

C. Construction Manager Surety Consent for Disbursement (If Applicable):

D. Release/Waiver/Bond for Liens/Claims/Security Interests/Encumbrances:

**PART 6 – FINAL COMPLETION OF PROJECT SUBMITTALS (IF APPLICABLE)**

A. Completed Punchlist # \_\_\_\_\_:

B. Construction Manager Affidavit of Payment:

C. Certificate of Insurance with Cancellation Endorsement:

D. Construction Manager Insurance Statement:

E. Construction Manager Surety Consent for Disbursement (If Applicable):

F. Release/Waiver/Bond for Liens/Claims/Security Interests/Encumbrances:

G. Two Copies of Operations and Maintenance Manuals:

H. Project Drawings, Specifications, Change Orders, Other Modifications, Shop Drawings, Product Data, Samples, Manufacturer Warranties, Receipts, Test Results, and Other Submittals:

**PART 7 – CONSTRUCTION MANAGER CERTIFICATION**

The Construction Manager hereby certifies that the designated portion of Work identified in Part 2 above has reached Substantial Completion or Final Completion, as indicated in Part 2, in

accordance with the Contract Documents. All Work identified in Part 2 is fully operational for its intended purpose and complies with the requirements set forth in the CM/GC Contract. I certify that the information provided in this Completion Application is accurate and complete.

\_\_\_\_\_  
Construction Manager's Representative

Date: \_\_\_\_\_

END OF DOCUMENT

**Exhibit K:**  
**Certificate of Completion Form**



# CERTIFICATE OF COMPLETION # \_\_\_\_\_

---

## PART 1 - PROJECT INFORMATION

A. Project: Midvale City Public Works Facilities Expansion

B. Construction Manager: Big-D Construction Corp.

C. Owner: Midvale City

D. Architect: Galloway & Company, LLC

## PART 2 – COMPLETED WORK DESCRIPTION

A. Construction Completion Application # \_\_\_\_\_

B. Construction Completion Application Date: \_\_\_\_\_

- C. Service:     Design Assistance  
                   Demolition and Site Preparation  
                   Construction

- D. Completion Type:    Substantial Completion of Work  
                                   Final Completion of Work  
                                   Final Completion of Demolition and Site Preparation Services  
                                   Final Completion of Project

E. Description of Completed Work (*Attach drawings and supplemental information, as needed*):

---

---

---

---

F. Scheduled Completion Date: \_\_\_\_\_

G. Actual Completion Date: \_\_\_\_\_



D. Construction Manager Affidavit of Payment:

E. Construction Manager Surety Consent for Disbursement (If Applicable):

F. Release/Waiver/Bond for Liens/Claims/Security Interests/Encumbrances:

G. Acceptance of Nonconforming Work (If Applicable):

1. Amount Reduction in DSPGMP: \_\_\_\_\_

2. Amount Reimbursement Owed to Owner (if applicable): \_\_\_\_\_

3. Owner Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

H. Approval of Release of Retainage: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

**PART 6 – FINAL COMPLETION OF PROJECT CHECKLIST (IF APPLICABLE)**

A. Completed Punchlist:

B. Completed Cleanup:

C. Owner Testing Completed by: \_\_\_\_\_ Date of Testing: \_\_\_\_\_

D. Construction Manager Affidavit of Payment:

E. Certificate of Insurance with Cancellation Endorsement:

E. Construction Manager Insurance Statement:

F. Construction Manager Surety Consent for Disbursement (If Applicable):

G. Release/Waiver/Bond for Liens/Claims/Security Interests/Encumbrances:

H. Receipt of Two Copies of Operations and Maintenance Manuals:

I. Receipt of Project Drawings, Specifications, Change Orders, Other Modifications, Shop Drawings, Product Data, Samples, Manufacturer Warranties, Receipts, Test Results, and Other Submittals:

J. Acceptance of Nonconforming Work (If Applicable):

1. Amount Reduction in CSMP: \_\_\_\_\_

2. Amount Reimbursement Owed to Owner (if applicable): \_\_\_\_\_

3. Owner Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

K. Approval of Release of Retainage: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner's Representative

**PART 7 – OWNER CERTIFICATION OF COMPLETION**

Pursuant to the CM/GC Contract, the Owner hereby certifies that the portion of the Work or Project described above in Part 2 has reached Substantial Completion or Final Completion, as indicated in Part 2, in accordance with the Contract Documents.

\_\_\_\_\_  
Owner's Representative

Date: \_\_\_\_\_

END OF DOCUMENT

**Exhibit L:  
Punchlist Form**



**PUNCHLIST # \_\_\_\_\_**

---

**PART 1 - PROJECT INFORMATION**

A. Project: Midvale City Public Works Facilities Expansion

B. Construction Manager: Big-D Construction Corp.

C. Owner: Midvale City

D. Architect: Galloway & Company, LLC

**PART 2 – SUBSTANTIAL COMPLETION APPLICATION INFORMATION**

A. Construction Completion Application # \_\_\_\_\_

B. Construction Completion Application Date: \_\_\_\_\_

- C. Service:     Design Assistance  
                   Demolition and Site Preparation  
                   Construction

E. Scheduled Substantial Completion Date: \_\_\_\_\_

F. Scheduled Final Completion Date: \_\_\_\_\_

- |                           |   |                           |
|---------------------------|---|---------------------------|
| G. Completed Inspections: | <input type="checkbox"/> Construction Manager | Date of Inspection: _____ |
|                           | <input type="checkbox"/> Architect            | Date of Inspection: _____ |
|                           | <input type="checkbox"/> Owner                | Date of Inspection: _____ |

H. Owner Testing    Completed by: \_\_\_\_\_ Date of Testing: \_\_\_\_\_

DOCUMENT CONTINUES ON NEXT PAGE

**PART 3 – PUNCHLIST ITEMS**

<b>Item No.</b>	<b>Description of Remaining Work to be Completed</b> <i>(Attach photos and supplemental information, as needed)</i>
1	
2	
3	
4	
5	
6	
7	
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9	
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12	
13	
14	
15	
16	
17	
18	
19	
20	

**ATTACH ADDITIONAL PAGES IF NEEDED**

**Exhibit M:  
Demolition Documents**

**Exhibit N:  
Demolition Schedule**

**Exhibit O:  
Demolition Budget**

**Exhibit P:  
Demolition and Site Preparation Guaranteed  
Maximum Price**

**Exhibit Q:**  
**Performance Bond- Demolition and Site Preparation**  
**Services**

**Exhibit R:**  
**Payment Bond- Demolition and Site Preparation**  
**Services**

**Exhibit S:**  
**Construction Documents**

**Exhibit T:  
Project Schedule**

**Exhibit U:  
Project Budget**

**Exhibit V:**  
**Construction Guaranteed Maximum Price**

**Exhibit W:**  
**Performance Bond- Construction Services**

**Exhibit X:**  
**Payment Bond- Construction Services**



# MIDVALE CITY PUBLIC WORKS EXPANSION

**JANUARY 29, 2026  
RFP RESPONSE**

**BIG-D**  
CONSTRUCTION

**Proposer:** Big-D Construction Corp.

**Submitted by:** Steve Kieffer, Vice President, 801-381-7970, [skieffer@big-d.com](mailto:skieffer@big-d.com)



# TABLE OF CONTENTS

- 1. INTRODUCTION TO FIRM**
- 2. LICENSES**
- 3. PROJECT TEAM**
- 4. RELEVANT CONSTRUCTION EXPERIENCE**
- 5. PROPOSED APPROACH**
- 6. REFERENCES**
- 7. DESIGN ASSISTANCE SERVICES FEE**  
*Submitted as separate file*
- 8. CHANGE ORDER FEE SCHEDULE**  
*Submitted as separate file*
- 9. OVERALL CONSTRUCTION SCHEDULE**
- 10. PROPOSED CONTRACT MODIFICATIONS**
- 11. SIGNED CERTIFICATION**
- 12. ADDITIONAL INFORMATION**

*The following information is proprietary information of Big-D Companies and is provided for use solely in evaluating the proposal for this Project. Recipient is to treat such information as confidential and shall not disclose it to any party other than as necessary to evaluate the proposal.*

# 1 INTRODUCTION TO FIRM

## FIRM OVERVIEW & RELEVANT EXPERTISE



### ABOUT BIG-D CONSTRUCTION

Founded in 1967, Big-D Construction has spent nearly six decades building a reputation for delivering complex projects with integrity, transparency, and a commitment to client success. What began as a Utah-based contractor has grown into one of the nation's leading construction firms, now ranked #48 on ENR's Top 400 Contractors list and #1 in the ENR Intermountain Region.

Today, we employ approximately 1,750 professionals across 19 regional offices in nine states, including five offices throughout Utah. With \$3 billion in annual revenue, we have the resources and financial strength to deliver projects of any size while maintaining the local relationships and hands-on approach that have defined our company since the beginning.

Our success is built on three core values:

- **RESPECT:** Give equal respect to employees and customers.
- **PEOPLE:** Assemble the best people in the business.
- **TRUTH:** Build with truth. If you say it, do it.

These values guide every project we undertake and every relationship we build.

### CM/GC EXPERTISE

Big-D has completed more than 250 CM/GC projects, and approximately 75% of our current work utilizes this collaborative delivery method. We understand that CM/GC is not simply a contract structure but a fundamentally different approach to project delivery, one that requires transparency, proactive communication, and a true partnership between owner, architect, and contractor.

Our preconstruction and construction teams work side-by-side from day one, providing real-time cost feedback, identifying challenges before they become problems, and ensuring that design decisions align with budget realities. This integrated approach consistently delivers projects on time and on budget while minimizing surprises for our clients.

### MUNICIPAL PROJECT EXPERTISE

Publicly funded projects are a cornerstone of Big-D's business. We understand that municipal work requires a different approach than private construction, with heightened emphasis on fiscal responsibility, transparent processes, and delivering maximum value for taxpayer investment. Our experience includes working around active government operations, coordinating with multiple departments and stakeholders, and maintaining the services that communities depend on during construction.

## BIG-D BY THE NUMBERS

58

YEARS IN  
BUSINESS

250+

CM/GC PROJECTS  
COMPLETED

75%

WORK DELIVERED  
AS CM/GC

75%

REPEAT  
CLIENTS

\$3B

ANNUAL  
REVENUE

#48

ENR TOP 400  
CONTRACTORS

#1

ENR  
INTERMOUNTAIN

1,750

EMPLOYEES  
NATIONWIDE

# 1 INTRODUCTION TO FIRM FIRM OVERVIEW & RELEVANT EXPERTISE



This expertise directly translates to the Midvale City Public Works Facilities Expansion. Our team includes staff with specific technical experience in public works facilities, including fleet maintenance buildings, vehicle storage structures, and administrative offices. We know what it takes to deliver these specialized facilities successfully.

## PARTNERSHIP WITH GALLOWAY & CO.

Big-D has completed nearly 15 projects with Galloway and Company, the majority delivered using the CM/GC method. This extensive collaboration means our teams have established communication protocols, understand each other's documentation standards, and have built the trust necessary for effective partnership.

Most notably, Big-D and Galloway are currently partnering on the Murray City Public Works Facility, a project with remarkable similarities to the Midvale expansion. The lessons learned and best practices from that ongoing collaboration will directly benefit this project.

When teams know each other well, projects run more smoothly. We are able to anticipate needs, resolve issues quickly, and focus our collective energy on delivering the best possible outcome for the owner rather than learning how to work together.

## OUR COMMITMENT TO MIDVALE CITY

Big-D is genuinely excited about the opportunity to partner with Midvale City on this project. We are committed to delivering a Public Works facility that serves the City and its residents for decades to come, and we are equally committed to building a long-term relationship with Midvale City that extends beyond this single project.

Approximately 75% of Big-D's business comes from repeat clients. That level of repeat work is not a coincidence; it reflects our focus on delivering exceptional results and maintaining relationships long after construction is complete. We would be honored to have Midvale City among our valued long-term partners.

## PRECONSTRUCTION: WHERE BIG-D SHINES

Municipal clients don't build every day. Our preconstruction team guides you through every step, translating design decisions into cost and schedule impacts so you can move forward with confidence.

### WEEKLY COST VISIBILITY



Real-time budget updates at every OAC meeting, so you always know where the project stands.

### EARLY TRADE ENGAGEMENT



Subcontractor pricing during design grounds estimates in actual market conditions.

### SYSTEMATIC VE TRACKING



Conctric software documents every cost-saving idea with clear trade-offs for decision-making.

### IN-HOUSE BIM/VDC



Coordination and constructability review before construction begins.

### POST-BID SCOPE REVIEWS



Eliminating gaps and overlaps before contracts are signed.

*We don't just estimate your project.  
We help you build it right from the start.*

# 2 LICENSES BUSINESS LICENSE & CONTRACTOR LICENSE



NOTICE: THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

**SALT LAKE CITY CORPORATION  
BUSINESS LICENSE CERTIFICATE**

Business License Number  
**LIC1986-01536**


EXPIRATION DATE: Nov 30, 2025


**BIG D CONSTRUCTION CORP**  
404 W 400 S  
Salt Lake City, UT 84101


This is to certify that the herein named, having complied with the ordinances in force, relating to licenses, is hereby licensed to transact the business of:

(2333) & 2362-Nonresidential Building Construction	1
Commercial License	1
Construction	139
Employees	1
Penalty	

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND:

Attest: 






THIS LICENSE IS NOT TRANSFERABLE

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING  
ACTIVE LICENSE**

EFFECTIVE DATE: 04/12/1999

EXPIRATION DATE: 11/30/2027

ISSUED TO: **Big-D Construction Corp.**  
404 W 400 S  
Salt Lake City UT 84101-1108



**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

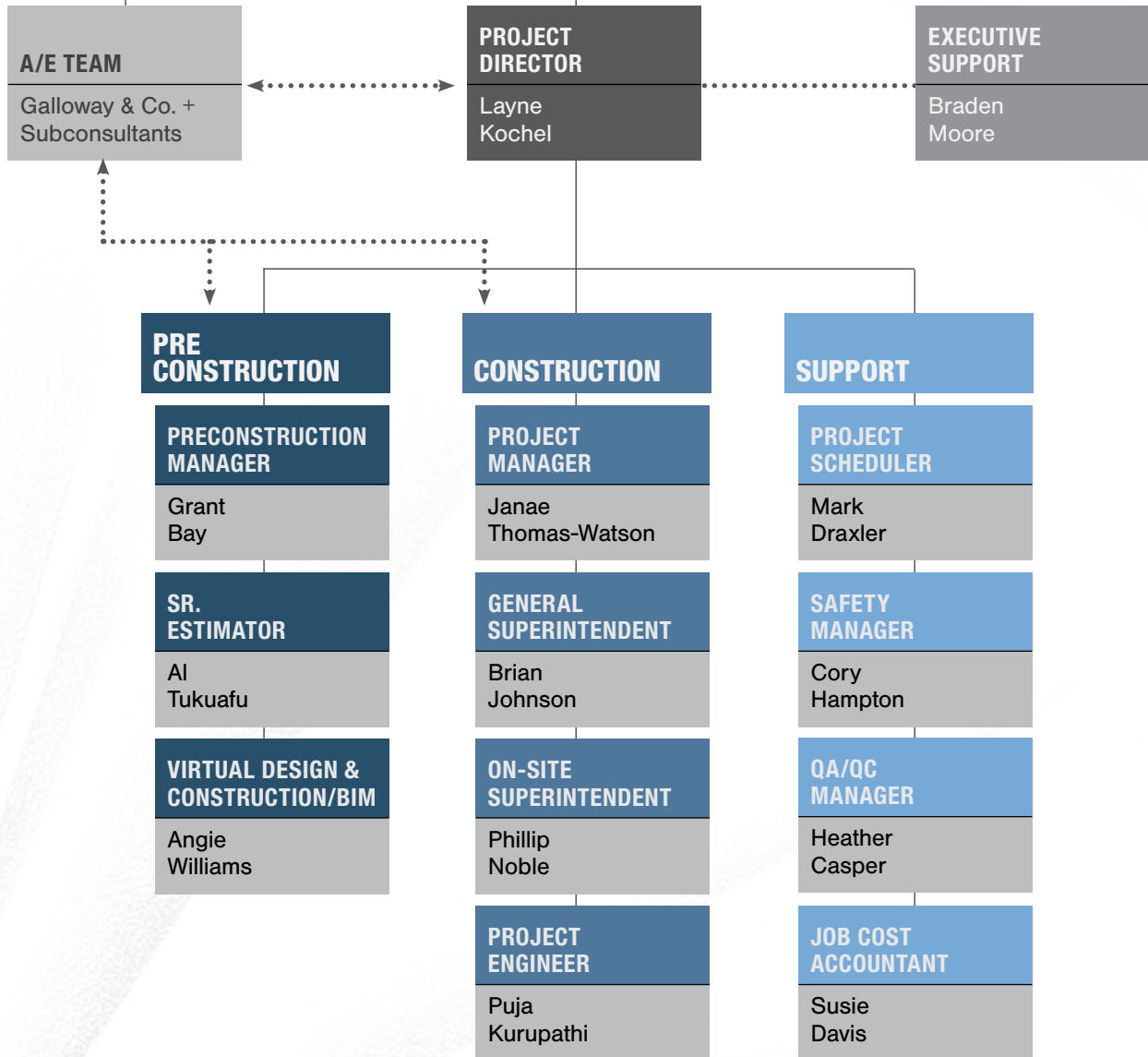
---

242645-5501 Contractor With LRF DBAs: None Associated

B100, E100, S260

Form #1

# 3 PROJECT TEAM ORGANIZATIONAL CHART



# 3 PROJECT TEAM KEY STAFF RESUMES



## LAYNE KOCHEL

### PROJECT DIRECTOR

#### EDUCATION

MBA, Utah Valley University; B.S., Construction Management, Brigham Young University-Idaho

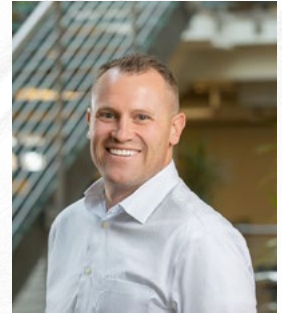
#### TRAINING, CERTIFICATIONS, AFFILIATIONS

30-Hour OSHA Safety Certified, Big-D THINK Safety Training

#### SELECTED PROJECT EXPERIENCE

- Murray City Public Works Complex, Salt Lake City, UT
- UTA Depot District Administration & Transit Bus Service Center, Salt Lake City, UT
- Salt Lake City School District Administrative Building, Salt Lake City, UT
- Pioneer Park Improvements Project (Phase 1), Salt Lake City, UT
- Xactware Corporate Headquarters Office, Data Center & Parking Garage, Lehi, UT
- Wilmington Gardens Parking Garage, Salt Lake City, UT
- Salt Lake Community College Herriman Campus Juniper Building, Herriman, UT
- Grove Creek II Office Building, Pleasant Grove, UT
- AromaTools Office, Retail & Event Center, Pleasant Grove, UT
- Midtown 360 Multi-Phase Mixed-Use Development, Orem, UT
- Legacy Village of Sugar House Luxury Residences, Salt Lake City, UT
- Brigham Young University Heritage Halls Student Housing, Provo, UT

25 Years Industry  
15 Years with Big-D



## GRANT BAY

### PRECONSTRUCTION MANAGER

#### EDUCATION

B.S., Construction Management, Weber State University

#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D THINK Safety Training

#### SELECTED PROJECT EXPERIENCE

- Murray City Public Works Complex, Salt Lake City, UT
- High Valley Transit Administration & Maintenance Facility, Park City, UT
- Cache Valley Transit District Administration & Bus Maintenance Facility, North Logan, UT
- UTA Depot District Administration & Transit Bus Service Center, Salt Lake City, UT
- Salt Lake City International Airport Redevelopment Project, Salt Lake City, UT
- Post District Mixed-Use Development, Salt Lake City, UT
- Alta View Hospital Multiple Department Renovation, Sandy, UT
- Intermountain Health Copper Hills Clinic, West Jordan, UT
- University of Utah Hospital CNC Neuro IR Suite Addition, Salt Lake City, UT
- Intermountain Health West Valley Clinic Expansion, West Valley City, UT
- McKay-Dee Hospital ICU Expansion, Ogden, UT
- McKay-Dee Hospital North Medical Office Building Projects, Ogden, UT

26 Years Industry  
10 Years with Big-D



# 3 PROJECT TEAM KEY STAFF RESUMES



## AL TUKUAFU

### SR. ESTIMATOR

#### EDUCATION

B.S., Technical & Scientific Communication, Weber State University

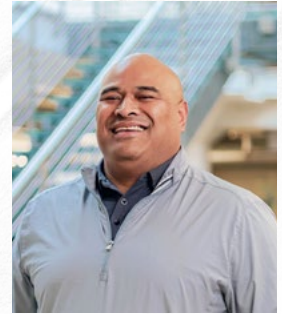
#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D TH!NK Safety Training

#### SELECTED PROJECT EXPERIENCE

- Cache Valley Transit District Administration & Bus Maintenance Facility, North Logan, UT
- UTA Meadowbrook Bus Maintenance Facility Expansion, South Salt Lake, UT
- Sandy City Fire Station & Administrative Building, Sandy, UT
- Salt Lake City School District Administrative Building, Salt Lake City, UT
- Frank E Moss Federal Courthouse Historic Renovation, Salt Lake City, UT
- Intermountain Health Copper Hills Clinic, West Jordan, UT
- Intermountain Health West Valley Clinic Expansion, West Valley City, UT
- Utah State Office Building Renovation, Taylorsville, UT
- USU Monument Valley Academic Building, Monument Valley, UT
- Maui County Government Service Center, Maui, HI
- Utah State Capitol Building East & West Wing Renovations, Salt Lake City, UT
- Utah State University Merrill-Cazier Library, Logan, UT
- 5 South Commerce Center, Salt Lake City, UT
- Intermountain Health Budge Clinic Expansion & Remodel, Logan UT

27 Years Industry  
7 Years with Big-D



## JANAE THOMAS-WATSON

### SR. PROJECT MANAGER

#### EDUCATION

B.S., Construction Management, Weber State University

#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D TH!NK Safety Training, CPR/First Aid Training, 30-Hour OSHA Safety Certified

#### SELECTED PROJECT EXPERIENCE

- Murray City Public Works Complex, Salt Lake City, UT
- South Utah Valley Solid Waste District Waster Transfer Station, Spanish Fork, UT
- Performance Toyota Auto Dealership Remodel, Bountiful, UT
- Pioneer Park Improvements Project (Phase 1), Salt Lake City, UT
- Salt Lake Community College Herriman Campus Juniper Building, Herriman, UT
- BridgeSource Precast Concrete Plant, Bluffdale, UT
- CheckerProp Airport Rd Industrial Warehouse, West Jordan, UT
- West Jordan Logistics Center, West Jordan, UT
- Young Automotive Group Office, Layton, UT
- Weber State University Net-Zero Energy House, Ogden, UT
- Niels Fugal Sons Co. Office & Warehouse, Salem, UT
- Ben Lomond High School Athletics Center, Ogden, UT
- Recursion Pharmaceuticals Office Tenant Improvement, Salt Lake City, UT

13 Years Industry  
1 Year with Big-D



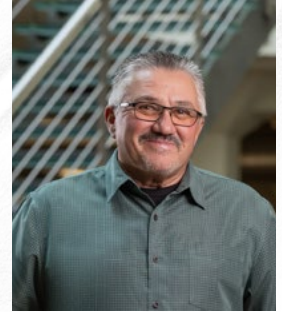
# 3 PROJECT TEAM KEY STAFF RESUMES



## BRIAN JOHNSON

### GENERAL SUPERINTENDENT

48 Years Industry  
36 Years with Big-D



#### EDUCATION

Diploma, General Studies, Tiskilwa High School

#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D TH!NK Safety Training, 30-Hour OSHA Safety Certified

#### SELECTED PROJECT EXPERIENCE

- Murray City Public Works Complex, Salt Lake City, UT
- Sandy City Fire Station & Administrative Building, Sandy, UT
- High Valley Transit Administration & Maintenance Facility, Park City, UT
- Cache Valley Transit District Administration & Bus Maintenance Facility, North Logan, UT
- UTA Depot District Administration & Transit Bus Service Center, Salt Lake City, UT
- Salt Lake City Airport Redevelopment Project (included New Rental Car Facility), Salt Lake City, UT
- Delta Air Lines Flight Operations Center, Salt Lake City, UT
- Box Elder Consolidated Public Safety, Brigham City, UT
- Taylorsville State Office Building Renovation, Taylorsville, UT
- Salt Lake City International Airport Redevelopment Project, Salt Lake City, UT
- Salt Lake City School District Administrative Building, Salt Lake City, UT
- USU Monument Valley Academic Building, Monument Valley, UT

## PHILLIP NOBLE

### SUPERINTENDENT

28 Years Industry  
18 Years with Big-D



#### EDUCATION

B.S., Construction Management, Weber State University

#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D TH!NK Safety Training, 30-Hour OSHA Safety Certified, SWPPP Certified, USACE Construction Quality Management for Contractors

#### SELECTED PROJECT EXPERIENCE

- Cache Valley Transit Bus Maintenance Facility & Administration Building, North Logan, UT
- High Valley Transit Administration & Maintenance Facility, Park City, UT
- Hill AFB F-22 Maintenance Facility & Composite Backshop, Hill AFB, UT
- Hill AFB Three-Bay Fire Station, Hill AFB, UT
- Hill AFB F-22 Fuel Composite Overhaul Test Facility, Hill AFB, UT
- Dugway Life Science Test Facility Addition, Dugway, UT
- Utah Unified State Laboratory, Taylorsville, UT
- Weber State University Youngberg Football Center & Stewart Stadium North End Zone, Ogden, UT
- Utah Data Center, Bluffdale, UT
- Mountain View Industrial Park (3 Warehouses), Salt Lake City, UT
- Pacific Landing V Buildings 2 & 3, Salt Lake City, UT
- Hill AFB F-22 Maintenance Facility Paint Booth Inserts, Hill AFB, UT

# 3 PROJECT TEAM KEY STAFF RESUMES



## PUJA KURUPATHI

### PROJECT ENGINEER

8 Years Industry  
4 Years with Big-D



#### EDUCATION

M.S., Construction Management Technology, Purdue University, B.S., Civil Engineering, CVR College of Engineering, India

#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D TH!NK Safety Training, 30-Hour OSHA Safety Certified, Leed Green Associate

#### SELECTED PROJECT EXPERIENCE

- UTA Depot District Administration & Transit Bus Service Center, Salt Lake City, UT
- High Valley Transit Administration & Maintenance Facility, Park City, UT
- McKay-Dee Hospital ICU Expansion, Ogden, UT
- McKay-Dee Gastrointestinal (GI) Ambulatory Surgical Center, Ogden, UT
- McKay-Dee North Campus Improvement, Ogden, UT
- McKay-Dee Porter Clinic Relocation, Ogden, UT
- Ben Lomond Business Park, Farr West, UT

## HEATHER CASPER

### QUALITY CONTROL MANAGER

9 Years Industry  
5 Years with Big-D



#### EDUCATION

Diploma, General Studies, Utah Department of Education

#### TRAINING, CERTIFICATIONS, AFFILIATIONS

Big-D TH!NK Safety Training, 30-Hour OSHA Safety Certified, ACI Certified Field Technician, Hilti Accredited Firestop Specialty Contractor (HAFSC) Certified

#### SELECTED PROJECT EXPERIENCE

- Cache Valley Transit Bus Maintenance Facility & Administration Building, North Logan, UT
- Salt Lake City Airport Redevelopment Project (included New Rental Car Facility), Salt Lake City, UT
- High Valley Transit Administration & Maintenance Facility, Park City, UT
- American Express Centurion Lounge at SLC Airport, Salt Lake City, UT
- Box Elder Consolidated Public Safety Facility, Brigham City, UT
- Confidential Data Center West Jordan Expansion, West Jordan, UT
- Salt Lake City School District Administrative Building, Salt Lake City, UT
- South Temple Tower Office-to-Multi-Family Conversion, Salt Lake City, UT
- 10th & Elm Sugar House Apartments, Salt Lake City, UT
- Cache Valley Electric Warehouse & Office, Salt Lake City, UT
- McKay-Dee Hospital ICU Expansion, Ogden, UT
- McKay-Dee Hospital North Medical Office Building Projects, Ogden, UT
- Cal 44 West Spec Warehouses, Salt Lake City, UT

# 4 RELEVANT CONSTRUCTION EXPERIENCE

## OREM CITY PUBLIC WORKS



### OVERVIEW

- » **Contract Method**
  - › CM/GC Single Entity Contract
- » **Budget / Performance**
  - › \$7.5 Million, completed on-budget
- » **Schedule Performance**
  - › Completed per contract
- » **Operational Facility/Campus**
  - › Yes
- » **Change Orders**
  - › 8 Change Orders
  - › \$387K Value

### DESCRIPTION

This municipal facility consolidated Orem's public works operations into a new two-story, 85,153-sq ft structure. The building features CMU block and metal stud construction with structural steel framing and joist-deck systems. The L-shaped configuration accommodates diverse operational requirements including administrative offices, vehicle maintenance bays with specialized equipment and lifts, welding and carpentry shops, and traffic control center with monitoring capabilities.

The facility houses fleet services for street equipment, parks/forestry, and water department vehicles in four high-bay garages measuring 23 feet in height. Additional components include warehouse storage, traffic sign and meter shop, and conference facilities designed for emergency operations.

The complex provides centralized maintenance capabilities for approximately 70 percent of the city's 248-vehicle fleet while supporting critical infrastructure management functions.



# 4 RELEVANT CONSTRUCTION EXPERIENCE

## CONNECT TRANSIT ADMIN & MAINTENANCE FACILITY



### OVERVIEW

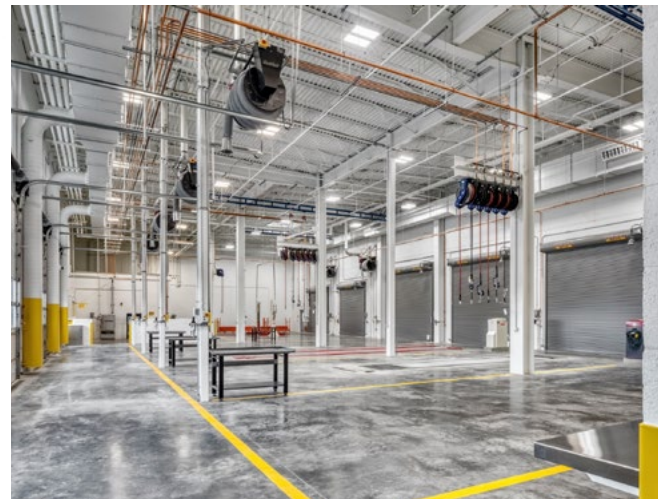
- » **Contract Method**
  - › CM/GC Single Entity Contract
- » **Budget / Performance**
  - › \$39.2M, completed on-budget
- » **Schedule Performance**
  - › Completed per contract
- » **Operational Facility/Campus**
  - › No
- » **Change Orders**
  - › 10 Change Orders
  - › \$2.26M Value

### DESCRIPTION

New transit facility on an 8.6-acre site. The 110,575-sf main building features multi-colored concrete tilt-up wall panels with metal panel accents throughout the exterior. The facility integrates administrative offices, maintenance operations, and fleet storage capacity for 37 transit vehicles.

The maintenance area incorporates repair bays with underground service pits, dedicated tire and parts storage, a specialized lubrication room, and a bus wash bay. The administrative area features open and private offices, dispatch facilities, training rooms, multiple conference rooms, and staff amenities. A separate 4,600-sf fueling building sits adjacent the main structure. The project scope encompassed full site development, including utility infrastructure, hardscape, and landscaping.

Big-D provided critical preconstruction expertise, collaborating with the owner and design team to evaluate site utilization, building configurations, and material selections for this facility—the transit district’s first new construction since the late 1990s.



# 4 RELEVANT CONSTRUCTION EXPERIENCE

## PLEASANT GROVE FIRE STATION, POLICE & COURT



### OVERVIEW

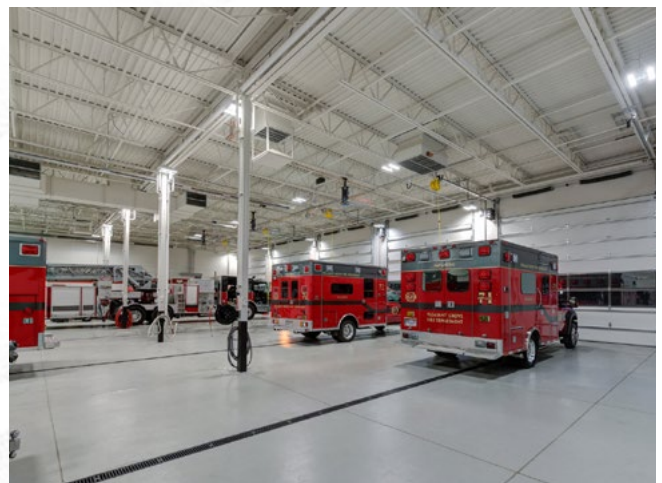
- » **Contract Method**
  - › CM/GC Single Entity Contract
- » **Budget / Performance**
  - › \$13.3M, completed on-budget
- » **Schedule Performance**
  - › Completed per contract
- » **Operational Facility/Campus**
  - › Adjacent City Hall & City Park
- » **Change Orders**
  - › 34 Change Orders
  - › \$1M Value

### DESCRIPTION

Construction of two new buildings to replace the City's existing outdated facilities which they had long outgrown. The first structure is a 27,000-sf multi-functional building that houses the Justice Court, Police Department, City Council and has a community room. The other is a 23,000-sf Fire Station, the first ground-up fire station the city had built in 100 years. Both buildings are two-story, modern, and feature durable, high use finishes throughout.

Project challenges included some community opposition and a very restrictive budget. The team collaborated with a former three-term Pleasant Grove mayor to act as a liaison and help sway public opinion.

Additionally, budget performance was outstanding on this project. Big-D worked with the Architect, City, and Fire Department to review all areas of concern and identify value engineering options that resulted in nearly \$1 million cost reduction and kept the project within budget.



# 4 RELEVANT CONSTRUCTION EXPERIENCE

## TRANS-JORDAN SANDY TRANSFER STATION



### OVERVIEW

- » **Contract Method**
  - › CM/GC Single Entity Contract
- » **Budget / Performance**
  - › \$30.4M, completed on-budget
- » **Schedule Performance**
  - › Completed per contract
- » **Operational Facility/Campus**
  - › No, Adjacent Businesses
- » **Change Orders**
  - › 65 Change Orders
  - › \$3.7M Value

### DESCRIPTION

Construction of a 46,000-sf main waste transfer facility constructed using concrete tilt-up panels, featuring 28-foot interior clearances and a column-free tipping floor enabled by a long-span truss system. The structure incorporates translucent panels for natural daylighting and includes specialized tipping slabs with debris collection tunnels for efficient waste handling.

Supporting facilities include a two-story, 5,000-sf Operations Building and a 4,100-sf Maintenance Building, along with auxiliary structures such as scale houses, canopies, and a recycling area. The comprehensive site development involves extensive infrastructure work, including sewer and culinary water line relocations, significant grading operations, and the construction of retaining walls. Additional site improvements include new asphalt and concrete paving, perimeter fencing, and landscaping. The facility is designed to optimize operational efficiency while ensuring long-term durability to serve multiple Salt Lake County municipalities.



# 4 RELEVANT CONSTRUCTION EXPERIENCE

## SANDY CITY FIRE STATION & ADMIN BUILDING



### OVERVIEW

- » **Contract Method**
  - › CM/GC Single Entity Contract
- » **Budget / Performance**
  - › \$21.5M, completed on-budget
- » **Schedule Performance**
  - › Completed per contract
- » **Operational Facility/Campus**
  - › No, Adjacent Businesses
- » **Change Orders**
  - › 20 Change Orders
  - › \$1.6M Value (*most of which was owner-added scope for road extension*)

### DESCRIPTION

The Sandy City Fire Station and Administrative Building project consisted of constructing a new 30,400 square foot two-story fire station and administration building, along with a separate 4,800 square foot annex building.

The main building features five apparatus drive-through bays, dormitories, and office spaces to support 24/7 fire department operations. Construction utilized concrete masonry block for the apparatus bay and structural steel framing for the remainder of the building. Exterior finishes include brick masonry screen walls, factory-formed metal panel cladding, and PVC single-ply roofing.

The annex provides additional vehicle and equipment storage. Project scope encompassed all associated sitework, utilities, and landscaping, with concrete work self-performed by Big-D Construction.



# 5 PROPOSED APPROACH PRECONSTRUCTION



## PRECON / DESIGN ASSISTANCE APPROACH

### PROJECT KICKOFF

Following contract award, Big-D will facilitate a Project Kickoff meeting with our preconstruction and construction staff, Galloway & Co., and Midvale City leadership and Public Works personnel. This meeting establishes the project roadmap, including the City's vision and expectations, operational constraints, communication protocols, budget targets, schedule milestones, and phasing strategy.

Having completed nearly 15 projects with Galloway, our teams have established effective working relationships that will benefit this project from day one. We understand Galloway's documentation standards and coordination preferences, allowing us to hit the ground running.

### DOCUMENT REVIEW

Big-D will perform a thorough review of project documents to identify constructability issues, coordination concerns, and opportunities for improvement while still in early design. Given the phased nature of this project, we will prioritize review of demolition and site preparation documents to support the accelerated timeline for that work.

### ESTIMATING SERVICES

Big-D will work with Galloway, key subcontractors, and suppliers to build a cost model that validates whether the design will meet the \$17 million budget. Our approach includes:

- **Team-Based Estimating:** Multiple estimators assigned to ensure thorough coverage and built-in quality control through peer review
- **Technology:** DESTINI Estimator and On-Screen Takeoff software for accurate, dependable estimates and cost studies
- **Continuous Cost Visibility:** We review the current estimate weekly in OAC meetings, ensuring the City and Galloway always have access to current cost information and understand the implications of design decisions in real time
- **Early Subcontractor Engagement:** Beginning at schematic design, we engage subcontractors for pricing input on long-lead and high-value scopes, grounding estimates in actual market pricing for higher cost certainty at GMP

### VALUE ENGINEERING

Big-D approaches value engineering as an opportunity to uncover solutions that deliver the most efficient facility for the available budget. Using Conctric software, our team evaluates construction, maintenance, and lifecycle costs to identify alternatives that reduce cost without sacrificing function or quality. Conctric's Idea Library module documents each VE idea with cost impact, schedule implications, and trade-offs, providing Midvale City with clear information for decision-making. Recommendations are presented to the City and Galloway for review before implementation.

For this project, we anticipate evaluating alternatives including pre-engineered metal building systems for the covered storage structures (often providing significant savings over conventional steel), foundation system options based on geotechnical conditions, mechanical/electrical system alternatives for fleet maintenance areas, and site development approaches for the approximately 100,000 SF of site improvements.

### CONSTRUCTABILITY REVIEWS

Big-D will perform constructability reviews at major design milestones, engaging both preconstruction and construction personnel to evaluate documents for completeness, coordination, cost implications, and code compliance. For this project, reviews will emphasize phasing feasibility, maintaining safe access for ongoing Public Works operations, coordination between new construction and existing facilities, and utility work required while maintaining site operations.

### CHANGE MANAGEMENT

Controlling costs extends beyond preconstruction into how changes are managed during construction. When a potential change is identified, Big-D immediately notifies Midvale City and initiates a systematic review: defining scope parameters with the City, obtaining detailed pricing from affected subcontractors, and preparing independent in-house estimates to verify reasonableness. We require subcontractors to provide itemized breakdowns of material, labor, and equipment costs, and compare proposed rates against our database of current local pricing. Big-D only submits change requests when we are confident costs are fair, properly documented, and include multiple cost mitigation options where available.

# 5 PROPOSED APPROACH PRECONSTRUCTION



## SCHEDULING APPROACH

### SCHEDULE DEVELOPMENT

Utilizing input from the Project Kickoff meeting, preliminary design documents, and early subcontractor engagement, Big-D will develop a detailed critical path method (CPM) master schedule using Primavera P6. The schedule will incorporate design activities and milestones, key submittals, permitting and approvals, long-lead procurement items, and construction activities across all project phases.

For this project, schedule development will focus on the aggressive early timeline, with demolition and site preparation targeted for completion by May 2026. Big-D will work collaboratively with Midvale City and Galloway to identify opportunities to accelerate early work, such as early bid packages for demolition or foundations, while design assistance services continue on subsequent phases. All phasing decisions will be made in coordination with the project team to balance schedule acceleration with cost efficiency and operational continuity.

### SCHEDULE MANAGEMENT

During construction, the Superintendent will use the master schedule to prepare three-week look-ahead schedules on a weekly basis. These look-ahead schedules are reviewed in weekly subcontractor coordination meetings to ensure all parties understand near-term priorities and sequencing.

If actual progress differs from the master schedule, Big-D convenes focused recovery meetings to address critical issues before they impact downstream activities. These meetings result in action plans with clear accountability to maintain schedule commitments.

### SITE LOGISTICS PLANNING

During preconstruction, Big-D will collaborate with Midvale City to develop a detailed Site Logistics Plan addressing construction access, staging, deliveries, and coordination with ongoing Public Works operations.

The Plan will be included in bid documents so all subcontractors understand the protocols and constraints associated with working on an active public works facility. Our preliminary logistics approach is shown on the following page and will be refined in partnership with City staff following contract award.

## CASE STUDY: MURRAY CITY PUBLIC WORKS COMPLEX



Like the Midvale Public Works Campus, our Murray City project required a multi-building campus with phased construction to maintain operational continuity. Big-D recognized that early collaboration would be critical to success.

### TWO-DAY COLLABORATIVE WORKSHOP:

Big-D participated in a two-day workshop early in design, bringing together Murray City staff, designers, and consultants to address critical decisions before they became costly problems.

#### DAY 1: SITE STRATEGY & LOGISTICS:

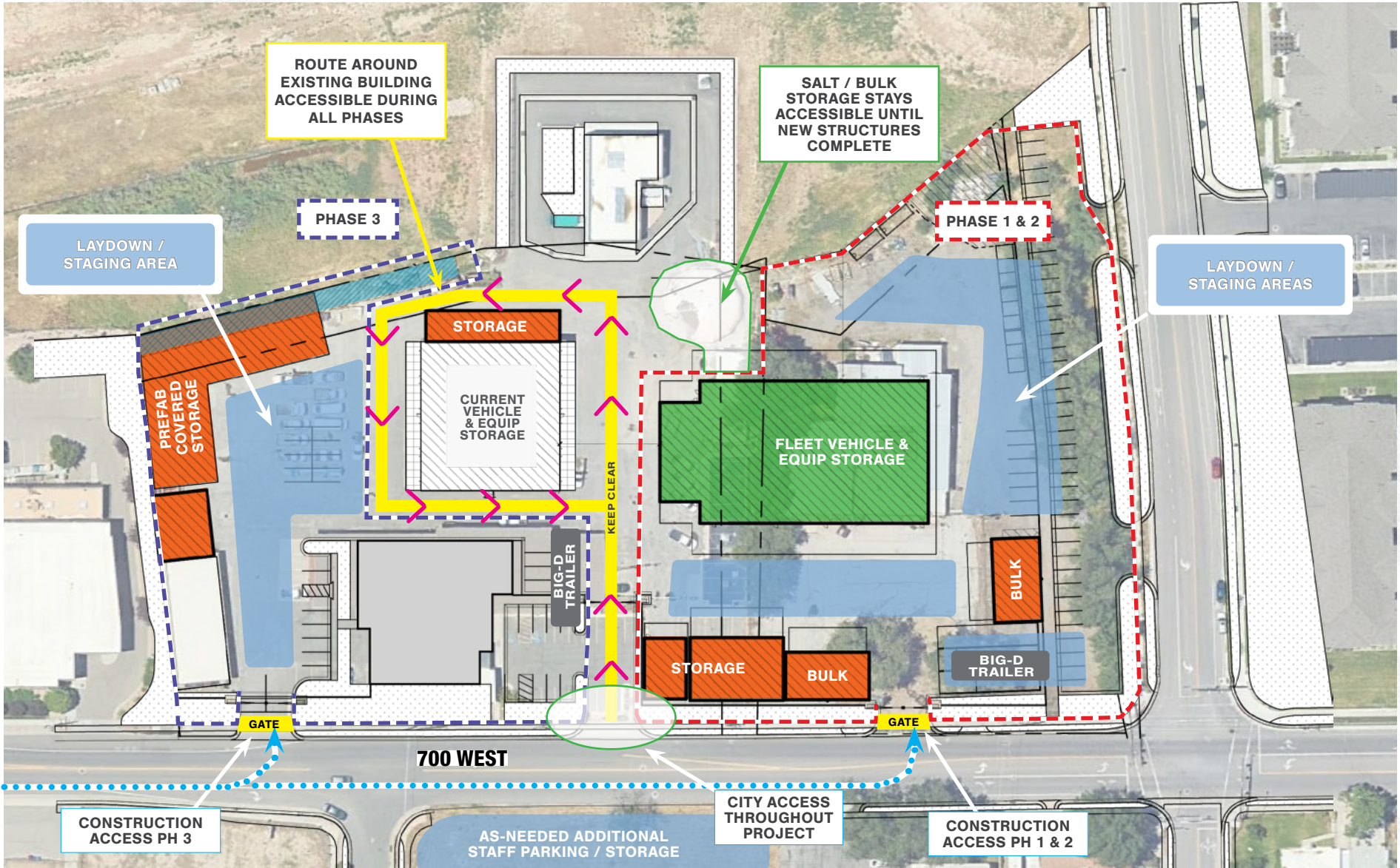
We worked with City staff to develop phasing scenarios that maintained essential services while maximizing construction efficiency, evaluating traffic flow, demolition sequencing, utility coordination, and permitting strategies.

#### DAY 2: DESIGN OPTIMIZATION & RISK

**MITIGATION:** The team addressed technical coordination through program analysis, layout optimization, and structural system refinement. Equipment requirements were defined, Owner-Furnished/Contractor-Installed responsibilities clarified, and long-lead items identified.

**OUTCOME:** This collaboration avoided costly design changes, eliminated scope gaps, and revealed value engineering opportunities. Murray City praised the process for enhancing communication and ensuring operational needs were incorporated into the design. Project is underway and on schedule and within budget.

# 5 PROPOSED APPROACH SITE LOGISTICS - PRELIMINARY DRAFT



# 5 PROPOSED APPROACH CONSTRUCTION



## PRELIMINARY SITE LOGISTICS PLAN

### SITE ACCESS & PHASING

Given the operational nature of the Midvale City Public Works campus, our logistics approach separates construction access from City operations and adapts as the project progresses through each phase.

#### PHASES 1 & 2:

Construction access will be from 700 West via the eastern gate, keeping construction traffic separate from the primary City entrance. Big-D's trailer and laydown/staging areas will be located on the east side of the site within the Phase 1 and 2 work zones.

The existing salt storage and fleet areas remain accessible to City staff throughout these phases via the central City access point.

#### PHASE 3:

As work shifts to the west side of the campus, construction access moves to a western gate on 700 West. Big-D's trailer relocates adjacent to the Phase 3 work zone, with staging areas established along the western property boundary. City access to the completed Phase 2 facilities and salt storage continues uninterrupted through the central entrance.

Throughout all phases, laydown and staging areas are positioned within active construction zones to avoid impacting City operations or storage areas that must remain accessible.

### DELIVERIES & CONSTRUCTION TRAFFIC

Traffic flow will be managed to provide safe site access while minimizing impacts to the surrounding campus and public roads.

Our approach includes:

- Scheduling construction deliveries during off-peak hours to reduce congestion
- Maintaining a delivery board in the construction trailer with assigned arrival times to prevent trucks from queuing on-site or along 700 West
- Implementing dust control measures and prioritizing road sweeping to reduce track-out onto the campus and surrounding public roads

### COORDINATION & COMMUNICATION

Big-D is committed to coordinating all activities with Midvale City Public Works personnel to ensure minimal disruption to daily operations. We will keep your team informed through detailed phasing plans, transparent scheduling of upcoming activities, regular progress meetings, and proactive communication so staff are aware of construction activities at all times.

Our logistics plan aligns with the framework provided in the RFP and will be refined in collaboration with City staff following contract award. This partnership ensures we minimize impacts while maintaining operational capacity throughout construction.

## CONSTRUCTION PHASE APPROACH

### CONSTRUCTION PHILOSOPHY

Big-D's construction philosophy centers on three core principles: collaboration, communication, and transparency. These principles guide every decision we make, from subcontractor selection to daily field operations. We believe that projects succeed when all team members share information openly, address challenges collectively, and maintain trust throughout the process.

For the Midvale Public Works Facilities Expansion, this philosophy is especially critical given the need to coordinate construction activities with ongoing City operations. Our team will approach every phase with the understanding that the City's ability to deliver public services takes priority.

### LONG-LEAD PROCUREMENT

Early identification and procurement of long-lead items is critical to maintaining the project schedule. Based on our experience with similar public works facilities, we anticipate the following items will require early coordination with Galloway and Midvale City to establish requirements and place orders:

- Generator: approximately 40 weeks
- Electrical switchgear: approximately 40 weeks
- Lift equipment for in-ground pit (if required): approximately 35 weeks

Big-D will track all long-lead items using our specialized LeadTime software to monitor procurement status and delivery schedules throughout the project.

# 5 PROPOSED APPROACH CONSTRUCTION



## SUBCONTRACTOR MANAGEMENT

Big-D's procurement and contracting process maximizes value by clearly defining subcontractor scopes and minimizing risk. We select trade partners based on qualifications, available personnel, and ability to commit to the project timeline. Each subcontractor's workload and resources are monitored against the contracted schedule of work.

If a subcontractor falls behind, the Superintendent requests additional resources and establishes an action plan for recovery. If performance issues persist, Big-D issues a written 72-hour Notice to Cure, giving the subcontractor an opportunity to correct deficiencies before we supplement their work with other contractors or our own forces.

## QUALITY CONTROL

Big-D implements a comprehensive Quality Control program that builds quality into the project from start to finish. Our QC Plan outlines control phases, testing requirements, documentation, and inspection procedures. The on-site Superintendent enforces compliance with contract requirements and conducts regular inspections with the project team.

Our goal is zero punch list items at substantial completion. We implement a completion verification process requiring subcontractors to submit written documentation confirming their work is complete and ready for inspection before scheduling formal walkthroughs.

## KEY EXPERTISE: WORKING RELATIONSHIP WITH GALLOWAY



Murray City Public Works



Trans-Jordan Waste Facility



Orem Public Works



Pleasant Grove Public Safety,  
Justice Court & Fire Station



Vernal City Municipal Center



Box Elder Public Safety



Orem Public Safety



St. George City Hall



Tooele Public Safety

# 5 PROPOSED APPROACH CONSTRUCTION



## TECHNOLOGY & PROJECT CONTROLS

Big-D utilizes integrated technology platforms to manage construction operations efficiently. These tools provide real-time visibility into project status and support the transparent communication that defines our approach

- **Procore:** Centralized management of daily reports, submittals, RFIs, QC/inspection tracking, and budget
- **Primavera P6 & Schedule Validator:** Schedule development and performance monitoring
- **LeadTime:** Material procurement and delivery tracking
- **BIM/Virtual Design & Construction:** Our in-house department provides coordination between trades, progress documentation, and clash detection

## COLLABORATION & COMMUNICATION

### WORKING WITH GALLOWAY & CO.

Big-D has completed nearly 15 projects with Galloway & Co., the majority delivered using the CM/GC method. This extensive history means our teams have established communication protocols, understand each other's documentation standards, and have built the trust necessary for effective collaboration. We will leverage this relationship to benefit Midvale City from day one.

Most recently, Big-D and Galloway are partnering on the Murray City Public Works Facility, a project with remarkable similarities to the Midvale expansion. Lessons learned and best practices from that ongoing collaboration will directly inform our approach to this project.

### WORKING WITH MIDVALE CITY

Big-D is committed to establishing the same level of trust and collaboration with Midvale City staff. We will designate a single point of contact for City personnel and maintain open lines of communication throughout preconstruction and construction. Our team understands that City staff have operational responsibilities beyond this project, and we will be respectful of their time while keeping them informed of progress, decisions, and any issues requiring their input.

## COMMUNICATION STRUCTURE

Big-D will implement a structured communication plan including:

- **Weekly OAC Meetings:** Progress updates, schedule review, budget status, and current estimate review with City and Galloway representatives
- **Subcontractor Coordination Meetings:** Weekly meetings to coordinate trade activities and review near-term schedules
- **Monthly Executive Updates:** Summary reports for City leadership on overall project status, milestones achieved, and upcoming activities
- **Procore Access:** Real-time access for City and Galloway to project documentation, daily reports, and submittals

All communication will reinforce our commitment to transparency, ensuring Midvale City is never surprised by project developments.

## OPERATIONAL CONTINUITY PLAN

Midvale City's ability to deliver public works services throughout construction is our top priority. Our phased approach is specifically designed to maintain operational capacity at every stage of the project.

## PHASED CONSTRUCTION APPROACH

The three-phase sequence allows continuous Public Works operations by completing new facilities before demolishing existing ones:

- Phase 1 clears the north parcel through demolition, utility relocation, and construction of the north parking lot, while existing fleet and administrative operations continue unaffected in current facilities.
- Phase 2 constructs the new fleet building, salt storage, vector bay, north storage, bulk storage areas, and retaining wall. Upon completion, fleet operations relocate from the existing fleet building to the new facility.
- Phase 3 demos the vacated existing fleet building and constructs the administration building addition, south storage, covered vehicle storage, and prefabricated covers. Administrative staff return to the expanded facility upon completion.

This sequencing ensures that at no point are Public Works staff without functional workspace or fleet operations without a home.

# 5 PROPOSED APPROACH CONSTRUCTION



## STAFF RELOCATION COORDINATION

We understand administrative staff will relocate to the community center and city hall during construction. Big-D will coordinate closely with City personnel to align construction milestones with move schedules, minimizing disruption and ensuring staff have adequate notice of transition dates. We will also coordinate the final move back into the new administration building addition, including any furniture, equipment, or materials being relocated from existing facilities.

## FLEET OPERATIONS TRANSITION

The transition from the existing fleet building to the new fleet building is a critical milestone. Big-D will work with Public Works staff to develop a detailed relocation plan that maintains fleet maintenance capabilities throughout the move. This includes inventorying equipment and materials, establishing a realistic transition timeline, and building contingencies into the schedule for unexpected challenges.

## MAINTAINING ACCESS

Throughout all phases, Big-D will ensure continued access to operational areas including vehicle and equipment storage, bulk material storage, and building entry points. Our site logistics plan identifies circulation routes and access points that remain open during each phase, and we will install clear wayfinding signage and temporary barriers to separate construction activity from daily operations.

## UTILITY COORDINATION

We recognize the importance of maintaining utilities serving the active campus. Big-D will take careful, coordinated measures to locate and protect existing utilities prior to excavation. Utility relocations and tie-ins required during each phase will be scheduled to minimize service interruptions, with advance notice provided to City staff when brief outages are unavoidable.



## COLLABORATIVE PARTNERSHIPS

Big-D Construction builds success through creating a true partnership – bringing together owners, designers, key subcontractors, and stakeholders from day one. By continuously fostering an environment of shared expertise and open dialogue, we create high-performing teams that anticipate challenges and drive innovative solutions. This collaborative approach ensures every project benefits from our collective experience and united vision.



## DIGITAL INTEGRATION

Our projects leverage Procore®, construction's premier cloud-based management platform, to deliver seamless project coordination and real-time insights. This powerful digital hub gives all team members – from owners to subcontractors – instant access to critical project information and collaborative tools through any device, anywhere. The result is enhanced efficiency, better decision-making, and stronger project outcomes.



## UNWAVERING TRANSPARENCY

Trust is built on complete transparency, which is why we share both successes and challenges openly with our partners. Big-D's commitment to clear communication is reinforced through 24/7 access to project documentation via Procore®, comprehensive progress updates, and detailed open-book accounting practices. This transparency creates the foundation for lasting partnerships and exceptional project delivery.

# 6 REFERENCES

## CLIENT REFERENCES



### MURRAY CITY PUBLIC WORKS

**Contact:**  
Russ Kakala  
Public Works Director  
Murray City Corporation  
(801) 270-2440  
rkakala@murray.utah.gov



### UTA DEPOT DISTRICT ADMIN & MAINTENANCE FACILITY

**Contact:**  
David Osborn  
Project Manager  
Utah Transit Authority  
(801) 230-8088  
dosborn@rideuta.com



### CACHE VALLEY TRANSIT ADMIN & MAINTENANCE FACILITY

**Contact:**  
Curtis Roberts  
Director of Administration  
Cache Valley Transit District  
(435) 713-6963  
croberts@cvtddb.us.org



### TRANS-JORDAN WASTE TRANSFER FACILITY

**Contact:**  
Jaren Scott  
Executive Director  
Trans-Jordan Cities  
(435) 531-6270  
jarenscoott@transjordan.org



### PLEASANT GROVE PUBLIC SAFETY, COURT & FIRE STATION

**Contact:**  
Scott Darrington  
City Administrator  
Pleasant Grove City  
(801) 922-4529  
sdarrington@pgcity.com



### BOX ELDER PUBLIC SAFETY

**Contact:**  
Brittany Elmer  
General Services Supervisor  
Utah Department of Public Safety  
(801) 386-0574  
belmer@utah.gov

*“During the preconstruction phase, Big-D Construction demonstrated outstanding value engineering and cost estimating. Their team was particularly effective at quick and responsive cost modeling, which resulted in the ability to make informed timely decisions for our project. Throughout the construction phase, Big-D continued to exceed our expectations. The project was completed on time and on budget.”*

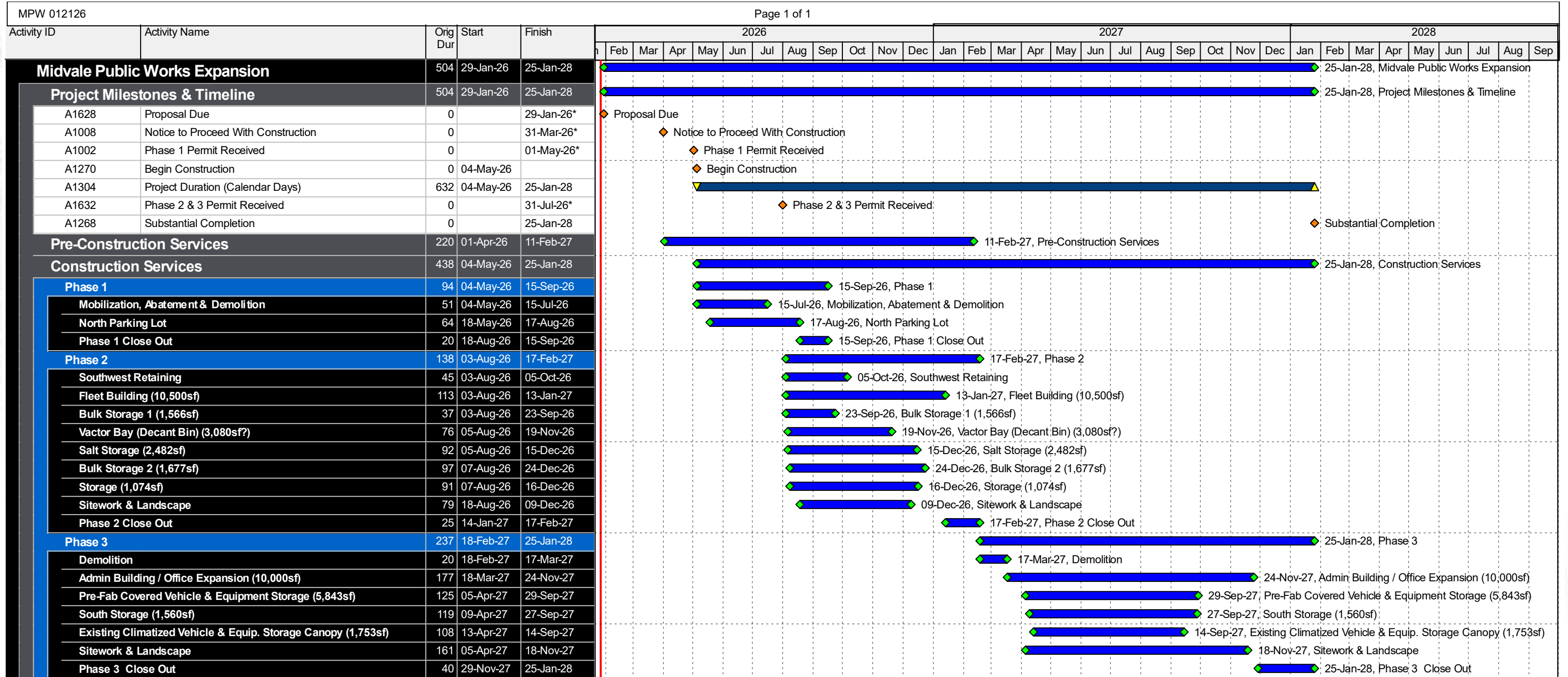
- Lucas Davis, Utah DFCM

*“Big-D has been exceptional to work with from preconstruction, and continuing through the construction phase. They worked tirelessly to not only bring our project in within our allotted budget, but with their project management abilities have completed the project with an estimated 5.5% savings below the GMP contract amount.*

*To say that we were pleased with Big-D would be an understatement. They exhibited unquestionable professionalism, and they delivered a superior product on time and within budget.”*

- Paul Hansen, PE, Tooele City Engineer & Project Manager

# 9 OVERALL CONSTRUCTION SCHEDULE PROPOSED SUMMARY SCHEDULE



Start Date 29-Jan-26  
 Finish Date 25-Jan-28  
 Data Date 26-Jan-26  
 Run Date 23-Jan-26

▶ ▶ Remaining Level of Effort  
◆ ◆ Milestone  
◆ ◆ Summary

## Midvale Public Works Expansion Big-D Construction Preliminary Schedule



# 10 CONTRACT MODIFICATIONS PROPOSED CONTRACT ADDITIONS



Big-D Construction has no major issues with the proposed contract documents. We would propose that a couple of items are added/edited to the contract documents. Those items include:

## WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Big-D proposed to add language that the Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. We will work with Midvale City to come up with language that is acceptable to both parties.

## LIQUIDATED DAMAGES

Liquidated damages will be Owner's sole remedy for Contractor being late.

## CONSTRUCTION GUARANTEED MAXIMUM PRICE

To the extent that any Project costs exceed the CGMP, the Construction Manager will bear any and all such Project costs in excess of the CGMP without reimbursement or claim for additional compensation from the Owner unless owner adds additional scopes of work.

# 11 SIGNED CERTIFICATION PROPOSER SIGNATURE

By submitting this proposal, I certify that I have read the RFP documents, including the proposed contract, and that I am willing to abide by the conditions outlined in the RFP and the proposed contract, including provisions regarding insurance coverage required, except as provided in the Proposed Contract Modification section of my proposal.

Authorized Signature of Proposer: 

Printed Name and Title: Steve Kieffer, Vice President

Date: 1/29/2026

# 12 ADDITIONAL INFORMATION

## POTENTIAL PROJECT RISKS & MITIGATIONS



### **RISK: Active Site Operations**

The Midvale City Public Works campus must remain operational throughout construction, with staff requiring continuous access to buildings, storage areas, and parking while construction activities occur in adjacent zones.

**MITIGATION:** Big-D will hold regular coordination meetings with City staff and Galloway to develop a detailed work plan for each phase, including temporary construction barriers, dust and noise control measures, and clear notification protocols. We will maintain all access points and circulation routes identified in our Site Logistics Plan and provide advance notice of any activities that may temporarily affect operations.

### **RISK: Construction Traffic & Deliveries**

Increased truck traffic for material deliveries and concrete pours could create congestion on the campus and along 700 West, potentially interfering with Public Works vehicle movements and daily operations.

**MITIGATION:** Big-D will schedule deliveries during off-peak hours and maintain a delivery board in the construction trailer with assigned arrival times to prevent trucks from queuing on-site or on public roads. We will implement dust control measures and prioritize road sweeping to minimize track-out onto the campus and surrounding streets.

### **RISK: Overhead Communication Line**

The overhead communication line along 700 West is low and presents a risk of being struck by large deliveries or construction equipment entering the site.

**MITIGATION:** Big-D will contact the Rocky Mountain Power prior to construction to determine if line slack can be tightened to increase clearance. We will also establish delivery protocols requiring drivers to confirm vehicle heights and use flaggers when necessary to guide oversized loads safely onto the site.

### **RISK: Hazardous Materials During Demolition**

Older structures scheduled for demolition may contain asbestos or other hazardous materials that are not fully documented, potentially causing delays and added costs during Phase 1 and Phase 3 demolition activities.

**MITIGATION:** Big-D will conduct thorough pre-demolition surveys to identify hazardous materials before work begins. If abatement is required, we



**IRS OGDEN SERVICE CENTER MODERNIZATION**  
DURING THIS LARGE MULTI-PHASE PROJECT, BUILDING WAS REQUIRED TO REMAIN FULLY OPERATIONAL (500+ STAFF)

will engage licensed abatement contractors and build appropriate durations into the schedule. Early identification allows abatement to proceed without impacting the critical path.

### **RISK: Utility Relocation Complexity**

Phase 1 requires relocating existing utilities while maintaining services to the operational campus. Unknown underground conditions or conflicts with existing infrastructure could delay site preparation work.

**MITIGATION:** Big-D will locate and verify all existing utilities prior to excavation through record research and physical locating (potholing). We will coordinate shutdowns and tie-ins with utility providers and City staff well in advance, scheduling work to minimize service interruptions and building contingency time into the Phase 1 schedule.

### **RISK: Aggressive Phase 1 Timeline**

Completing demolition, utility relocation, and north parking lot construction by May 2026 represents a compressed schedule with limited float for weather delays, permitting issues, or unforeseen conditions.

**MITIGATION:** Big-D will prioritize early release of demolition bid packages and initiate permitting immediately upon contract award. We will identify schedule recovery options in advance and maintain open communication with Midvale City and Galloway to address potential delays before they impact downstream phases.

### **RISK: Coordination of Multiple Building Types**

The project includes conventional construction, pre-engineered metal buildings, and various storage

# 12 ADDITIONAL INFORMATION

## POTENTIAL PROJECT RISKS & MITIGATIONS



structures being built in close sequence across the campus, requiring coordination of different trades, structural systems, and construction methods.

**MITIGATION:** Big-D's superintendent will conduct weekly coordination meetings focused on sequencing and trade interfaces between the different structure types. Our BIM/VDC team will identify conflicts early, and we will build the schedule to allow adequate separation between concurrent activities while maintaining overall project milestones.

### **RISK: Owner-Furnished Contractor-Installed Equipment (OFCI) Coordination**

OFCI items can present challenges due to potential delays, miscommunication, and logistical issues. Successful integration of owner-furnished equipment into the administration building addition and fleet building requires proactive coordination to maintain the project schedule and budget.

**MITIGATION:** Big-D will establish clear communication protocols with Midvale City and Galloway from the outset, ensuring all team members are aware of equipment delivery schedules, installation requirements, and responsibilities. OFCI will be a standing topic in weekly construction meetings. If equipment, materials, or furnishings are being relocated from existing facilities, Big-D will inventory these items in collaboration with City personnel and develop a detailed relocation plan with timelines, responsibilities, and contingencies. This plan will be integrated into the overall project schedule to ensure a smooth transition.

### **RISK: Multiple Stakeholder Coordination**

Public projects involve diverse stakeholders including elected officials, department heads, community members, and oversight agencies. Miscommunication or lack of transparency among these parties can lead to delayed approvals, scope changes, or eroded trust during the project.

**MITIGATION:** Big-D has developed effective communication strategies through our extensive municipal project experience. We will keep all parties informed through clear reporting, appropriate meeting structures, and transparent processes tailored to each stakeholder's needs. We understand the importance of fiscal responsibility and delivering maximum value for taxpayer investment, and we will ensure decision-makers have the information they need to maintain confidence in the project throughout construction.

### CLIENT TESTIMONIAL

## MURRAY CITY PUBLIC WORKS CAMPUS

We are currently partnering with Murray City and Galloway & Co. on the Murray Public Works Campus, a project remarkably similar to the Midvale expansion. Here's what the Owner's Representative has to say:

### ON COLLABORATION

"Big-D is adept at engaging with architects, engineers, and clients to adapt to design adjustments and evolving objectives without sacrificing quality or timeline."

### ON TRANSPARENCY

"A truly transparent bidding process allowed Murray City to be involved, guaranteeing that taxpayers' money was being used ethically."

### ON PROJECT MANAGEMENT

"Big-D demonstrates remarkable organization and foresight. Their team consistently hit critical milestones on time and maintained transparent communication."

### ON QUALITY

"Their work reflects a genuine commitment to excellence and adherence to best construction practices."

### Dugan Frehner

MOCA Services, Owner's Representative  
Letter dated August 18, 2025

# 12 ADDITIONAL INFORMATION SELF-PERFORM CONCRETE CAPABILITIES



## SANDY CITY FIRE STATION



SANDY CITY FIRE DEPARTMENT | 2-STORY, 35,600-SF FIRE STATION / ADMINISTRATION BUILDING

ANNUAL  
VOLUME

**100,000**  
CUBIC YARDS

**2M+** <sup>SQ</sup>  
FT  
SLAB PLACED

**600,000** <sup>SQ</sup>  
FT  
TILT-UP CONSTRUCTION

### SPECIALIZED EXPERTISE

One of the most critical categories of self-performed work where Big-D can have the greatest positive impact to the project is concrete. **We've been self-performing concrete on our projects for more than 55 years.**

### RESOURCES, SKILLS, TECHNOLOGY

Big-D has one of the largest concrete crews in the Intermountain region and offers the most skilled and talented craftsmen in the industry who utilize efficient, modern software and equipment.

### ARCHITECTURAL & STRUCTURAL CONCRETE

Not everyone understands or knows how to pour this type of concrete. We understand how to control the consistency, texture and color. Whether cast-in-place, pre-cast, architectural, structural, deck, or slab, Big-D Construction crews are masters at every aspect of the concrete construction process – from concept to closeout.

### ADVANTAGES OF BIG-D CONCRETE

Because we can self-perform all the concrete work for your project using our own people, we have immediate control over **cost** and **schedule**, along with the in-place **quality**.

### BETTER COST, QUALITY, SCHEDULE

Other key advantages:

- Superior Planning, Cost Estimating, Management & Execution in the field
- We use leading-edge technology to develop innovative concrete solutions to challenging projects
- Big-D has exclusive regional rights to the STENdeck X Formwork System, making our teams 5 x faster when pouring decks
- Committed safety culture that runs deep



**BIG-D.COM**



7505 S Holden Street  
Midvale, UT 84047  
801-567-7200  
Midvale.Utah.gov

## MIDVALE CITY COUNCIL STAFF REPORT March 24, 2026

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### SUBJECT

**Consider Resolution No. 2026-R-15 Adopting the Mission Square Retirement Administrative Services Agreements for the 457(b), 401(a), and RHS Plans**

### SUBMITTED BY

Rori L. Andreason, HR Director/City Recorder

### BACKGROUND AND OVERVIEW

Midvale City participates in multiple retirement plans for employees, including:

- **457(b) Deferred Compensation Plan** – voluntary deferred compensation for employees.
- **401(a) Retirement Plan** – employer-sponsored defined contribution plan.
- **RHS (Retirement Health Savings) Plan** – supplemental health savings for post-employment medical expenses.

MissionSquare Retirement, a nonprofit retirement services provider, is the administrator for all three plans and provides:

- Recordkeeping and account maintenance for all participants.
- Investment management through VantageTrust commingled funds.
- Online participant and plan sponsor portals for enrollment, contributions, and reporting.
- Benefit distribution, including garnishments, domestic relations orders, and loans (if adopted).
- Participant advisory services via MissionSquare's Guided Pathways program.

### Key Terms:

- **Appointment:** MissionSquare acts as nondiscretionary administrator; employer retains fiduciary responsibility for plan design, investment selection, and compliance.
- **Investment Oversight:** Plan assets invested in VantageTrust Funds; employer responsible for third-party investment updates if selected.
- **Fees:** Participant asset-based fees (~0.78%) cover MissionSquare services; additional administrative allowance accounts available for plan expenses.
- **Indemnification:** Employer indemnifies MissionSquare against claims arising from plan administration except in cases of MissionSquare negligence or misconduct.

- **Term & Termination:** 60-day written notice; MissionSquare may liquidate MissionSquare PLUS Fund assets over up to 12 months following termination.
- **Legal & Governance:** Governed by Utah law; MissionSquare not a fiduciary except in limited advisory services; employer retains ultimate fiduciary responsibility.

**Risk Advisory:**

- Employer retains fiduciary responsibility and liability for investment selection, plan compliance, and reporting errors.
- Reliance on third-party data and plan sponsor-provided information creates potential for operational risk.
- Changes to investments, including third-party or nonstandard funds, may require renegotiation of fees and services.

**RECOMMENDATION:**

Approve the MissionSquare Retirement Administrative Services Agreements for the 457(b), 401(a), and RHS plans.

**RECOMMENDED MOTION:**

I move to approve Resolution No. 2026-R-15 Adopting the MissionSquare Retirement Administrative Services Agreements for the 457(b), 401(a), and RHS plans

**ATTACHMENTS**

- Resolution No. 2026-R-15
- Mission Square Administrative Agreements for the 457(b), 401(a) and RHS Plans.

**MIDVALE CITY, UTAH**

**RESOLUTION NO. 2026-R-15**

**A RESOLUTION OF THE CITY COUNCIL OF MIDVALE CITY, UTAH, ADOPTING THE MISSIONSQUARE RETIREMENT ADMINISTRATIVE SERVICES AGREEMENTS FOR THE 457(B), 401(A), AND RHS PLANS**

**WHEREAS**, Midvale City Corporation (“City”) sponsors employee retirement plans under Sections 457(b), 401(a), and RHS; and

**WHEREAS**, the City desires to provide administrative, recordkeeping, and investment services for these plans through the International City Management Association Retirement Corporation doing business as MissionSquare Retirement (“MissionSquare”); and

**WHEREAS**, MissionSquare Retirement has proposed Administrative Services Agreements for each of the 457(b), 401(a), and RHS plans to provide participant enrollment, account maintenance, investment allocation, benefit distribution, reporting, and other administrative services; and

**WHEREAS**, the City Council has reviewed the terms of the MissionSquare Retirement Administrative Services Agreements and acknowledges the operational, fiduciary, and investment-related risks associated with administering the plans.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH, as follows:**

1. The City Council hereby approves and adopts the MissionSquare Retirement Administrative Services Agreements for the City’s 457(b), 401(a), and RHS retirement plans.
2. The Mayor, City Manager, or other authorized officials are hereby authorized to execute the Agreements and take all actions necessary to implement the agreements for the administration of the City’s retirement plans.

**PASSED AND ADOPTED** by the City Council of Midvale City, Utah, this 24<sup>TH</sup> day of March, 2026.

By: \_\_\_\_\_  
Dustin Gettel, Mayor

Attest:

\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder

Voting by the Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

## **ADMINISTRATIVE SERVICES AGREEMENT**

for

**Midvale City Corporation**

---

Type: **RHS**

Account Number: **801505**

**MissionSquare**  
RETIREMENT



## ADMINISTRATIVE SERVICES AGREEMENT

This Agreement is made as of this day, (please enter date) \_\_\_\_\_ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the **Midvale City Corporation** ("Employer") a local governmental instrumentality organized and existing under the laws of the State of **Utah** with an office at **7505 South Holden Street, Midvale, Utah 84047**.

### RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the Retirement Health Savings ("RHS") Program provided by MissionSquare available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II");

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "MSQ Funds Class S") available through VantageTrust II for the investment of plan assets as referenced in the Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

The MSQ Funds Class S are available only through adoption of VantageTrust II; and

MissionSquare provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment reporting, form processing, and benefit disbursement.

## **AGREEMENTS**

### 1. Acceptance of RHS Program

Employer agrees to make the RHS Program provided by MissionSquare available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and MissionSquare, and in general shall be as set forth in the RHS Program materials developed by MissionSquare and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and MissionSquare may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *MissionSquare Retiree Health Program Employer Guide*, available electronically through the plan sponsor website upon adoption of the RHS Program.

### 2 Appointment of MissionSquare

Employer hereby appoints MissionSquare as the exclusive Recordkeeper for the RHS Plan to perform all non-discretionary functions necessary for the administration of the RHS Plan with respect to assets in the RHS Plan transferred to its administration.

The functions to be performed by MissionSquare and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment options made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan; and
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan.

### 3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information

as is necessary for MissionSquare to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to investment options, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

#### 4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) MissionSquare is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare will handle participant information in the manner described in the Business Associate Agreement to be executed between the Plan and MissionSquare, a form of which is provided as Exhibit A to this Agreement.

#### 5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening

paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by MissionSquare and provided to the Employer.
- (c) Employer is required to send in contributions through the plan sponsor website, the online plan administration tool provided by MissionSquare.
- (d) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies MissionSquare of any such local or state requirements.
- (e) Employer acknowledges that the RHS Plan is a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore is subject to HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act ("ACA"). An employer sponsoring the Plan is responsible for complying with the HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.
- (f) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (g) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the

selection of the applicable share class.

- (h) Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.
- (i) Employer authorizes MissionSquare to establish an unallocated plan level expense account, which also may be known as an administrative allowance account, to be invested as Employer directs.

#### 6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies MissionSquare otherwise, Employer authorizes MissionSquare to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

#### 7. Compensation and Payment

Absent an explicit agreement to the contrary between MissionSquare and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) *For RHS assets in the MSQ Funds Class S, other than the S11 class of the MissionSquare PLUS Fund*
  - (i) Asset-based fees will be included in the daily unit value of each MSQ Fund Class S, and
- (b) No separate asset-based fees will be assessed.
- (c) *For the S11 class of the MissionSquare PLUS Fund and for assets in Funds other than the MSQ Funds Class S, an annual asset fee of **0.92%** (92 basis points) will be charged on a monthly or quarterly basis, depending on the funds selected. Quarterly charges are based on the balance in the account on the last day of the previous quarter. Monthly charges are based on the average balance for the previous month. This fee consists of **0.37%** (37 basis points) for the Plan level expenses and **0.55%** (55 basis points) for MissionSquare.*
- (d) A **\$25** annual account administration fee will be charged quarterly to each Accountholder's account.

- (e) Asset-based fees and the annual account administration fee are subject to change with appropriate prior notification.
- (f) **Compensation for Advisory and other Services to MissionSquare Funds Class M and Payments from Third-Party Funds.** Employer acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MSQ Funds Class M, which are collective funds serving as the underlying funds to certain MSQ Funds Class S. MissionSquare also receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

8. Responsibility

- (a) MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan, or its related Trust, other than MissionSquare in connection with the administration or operation of the Plan or its related Trust.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold MissionSquare harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

9. Indemnification

Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

## 10. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date provided the Employer executes this Agreement through DocuSign. Written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust II as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

## 11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by MissionSquare through advance written notice, which may be provided by electronic means. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60-day period, the Employer notifies MissionSquare in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

## 12. Notices

All notices required to be delivered under this Agreement shall be delivered electronically, personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, MissionSquare Retirement, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

13. Complete Agreement

This Agreement, with an executed Business Associate Agreement, shall constitute the sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of **Utah**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

**MIDVALE CITY CORPORATION**

By \_\_\_\_\_  
Signature / Date

By \_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT  
CORPORATION doing business as  
MISSIONSQUARE RETIREMENT**

By 

Erica McFarquhar  
Assistant Secretary

[An execution copy will be provided via DocuSign]

## Exhibit A

### RHS HIPAA BUSINESS ASSOCIATE AGREEMENT FOR PLAN NUMBER 801505

This Business Associate Agreement (“BA Agreement”) supplements and is made part of the Administrative Services Agreement entered into between **Midvale City Corporation** on behalf of Plan Number **801505** (“Covered Entity” or “**Midvale City Corporation RHS**”) and The International City Management Association Retirement Corporation doing business as MissionSquare Retirement (“Business Associate”) on (please enter date) \_\_\_\_\_, and is effective as of the effective date of the Administrative Services Agreement (the “Effective Date”).

#### RECITALS

Covered Entity is a group health plan that reimburses medical expenses for eligible participants, their spouses, and their dependents. Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Covered Entity is required to enter into this BA Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information (“PHI”), as defined herein, that is created, maintained, received, or transmitted by Business Associate on behalf of Covered Entity.

Business Associate is a record keeper providing administrative services to Covered Entity. In general, Business Associate will not have access to information that would traditionally be considered PHI because participant medical information used to substantiate reimbursements is sent directly to and reviewed by a third-party claims processor. The third-party claims processor has agreed to protect PHI that it creates, maintains, receives, or transmits in a manner that is consistent with and as stringent as the terms agreed to by Business Associate under this BA Agreement with respect to information that could be considered PHI. Business Associate has access to information that might be interpreted as PHI, including an individual’s participation in the plan, reimbursement amounts, and the timing of reimbursements.

In consideration of the mutual promises below and the exchange of information pursuant to this BA Agreement and in order to comply with all legal requirements for the protection of this information, Covered Entity and Business Associate agree as follows:

#### 1. DEFINITIONS

- a. The following terms used in this BA Agreement shall have the same meaning as those terms are defined in the HIPAA Rules: Breach, Data Aggregations, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- b. "Administrative Services Agreement" refers to a separate agreement outlining the services MissionSquare will provide to Covered Entity and the terms and conditions governing the provision of such services. The Administrative Services Agreement is made between MissionSquare and **Midvale City Corporation RHS** or its sponsor, acting on behalf of **Midvale City Corporation RHS**.
- c. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean MissionSquare.
- d. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference this BA Agreement, shall mean **Midvale City Corporation RHS**.
- e. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- f. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR 170 and 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- h. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, Subparts A and C.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this BA Agreement or as required by law.
- b. Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI in Business Associate's custody or control, to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement.
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the BA Agreement of which it becomes aware not more than 60 calendar days after Business Associate discovers such non-permitted Use or Disclosure, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident for which it becomes aware.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Make available, within 30 calendar days of the request of Covered Entity, PHI in a Designated Record Set in Business Associate's custody or control, to Covered Entity, or as Directed by Covered Entity, to an individual, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.
- f. Make any amendment(s) to PHI in a Designated Record Set in Business Associate's custody or control as directed in writing by the Covered Entity pursuant to 45 CFR 164.526 no later than 60 days after receipt of such request, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as requested by Covered Entity in writing and as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
- h. Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- i. Not directly or indirectly receive remuneration in exchange of PHI.
- j. Comply with the administrative simplification rules applicable to standard transactions, if Business Associate conducts such transactions under the electronic data interchange rules on behalf of Covered Entity.
- k. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- a. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Administrative Services Agreement and as permitted by this BA Agreement.
- b. Business Associate may Use or Disclose PHI as required by law or to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(i).
- c. Except as otherwise limited by this BA Agreement, Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the

Covered Entity's Minimum Necessary policies and procedures when such are provided by the Covered Entity to Business Associate.

- d. Business Associate is authorized to de-identify information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.
- f. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- g. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

#### **4. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY**

- a. Covered Entity shall notify Business Associate of any limitations in the Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will Use or Disclose PHI for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
- e. Covered Entity shall notify Business Associate of any confidential communication requests with which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent such requests would affect Business Associate's Use or Disclosure of PHI.

#### **5. TERM AND TERMINATION**

- a. This BA Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Administrative Services Agreement, subject to the provisions below regarding the return or destruction of PHI.
- b. Business Associate authorizes termination of this BA Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement, and Business Associate has not cured the Breach or ended the violation, following written notice to the Business Associate, within a reasonable period of time not to exceed any reasonable cure period defined in the Administrative Services Agreement.
- c. Upon termination of this BA Agreement for any reason, Business Associate, with respect to PHI Received from Covered Entity, or created, maintained, or received from Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI;
  - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Paragraph 3(f);
  - v. Return to Covered Entity or, if agreed to Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;
  - vi. Notwithstanding any other provision of this BA Agreement, upon termination, Business Associate may also transmit PHI to another Business Associate of the Covered Entity upon the written request of the Covered Entity.
- d. The obligations of Business Associate under Section 5, Term and Termination, shall survive the termination of this BA Agreement.

## **6. GENERAL PROVISIONS**

- a. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or amended.

- b. The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA rules.
- d. Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.
- e. The invalidity and unenforceability of any provision of this BA Agreement shall not affect the enforceability of any other provision of this BA Agreement or the Administrative Services Agreement, which shall remain in full force and effect.
- f. All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address that each party specifies in writing.
- g. This BA Agreement and the Administrative Services Agreement constitute the entire agreement between the parties with respect to its subject matter and constitute and supersede all prior agreements, representations, and understandings of the parties, written or oral, with regard to the same subject matter.

**MIDVALE CITY CORPORATION RHS**

By \_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION  
RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT**

By   
Erica McFarquhar  
Assistant Secretary

## **ADMINISTRATIVE SERVICES AGREEMENT**

for

**Midvale City Corporation**

Type: **457**

Account #: **302654**

Type: **401**

Account #: **108748**

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**MissionSquare**  
RETIREMENT



## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made as of this day, (please enter date) \_\_\_\_\_, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **Midvale City Corporation** ("Employer"), an **Entity** organized and existing under the laws of the State of **Utah** with an office at **7505 South Holden Street, Midvale, Utah 84047**.

### RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

## **AGREEMENTS**

### 1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

### 2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

### 3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's

electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

#### 4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.
- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue

Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment

advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

#### 6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

#### 7. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.78%**.

- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.41%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 7(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account (an unallocated plan account, which may also be known as a "plan level expense account") described in section 7(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 7(a) above in excess of the Revenue Requirement specified in subsection 7(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the Plan. If Employer makes such a determination, Employer will direct MissionSquare in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 7(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party investment options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.
- (f) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the

specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure documents for the individual investment option and referenced in the MissionSquare Disclosures.

- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement and the use of the **MissionSquare PLUS Fund as the sole stable value fund**.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

## 8. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in

connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

#### 9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). Written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

#### 10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

#### 11. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

**MissionSquare:** Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240  
**Facsimile;** (202) 962-4601

**Employer:** at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

## 12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

## 13. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

## 14. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Utah**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

**MIDVALE CITY CORPORATION**

By \_\_\_\_\_  
Signature/Date

By \_\_\_\_\_  
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT CORPORATION  
doing business as MISSIONSQUARE  
RETIREMENT**

By  \_\_\_\_\_  
Erica McFarquhar  
Assistant Secretary

[An execution copy will be provided via DocuSign]

## **Exhibit A**

### **Administrative Services**

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.
- (q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)



## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: March 24, 2026

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**ITEM TYPE:** Discussion

**SUBJECT:** Discuss Amending the FY2026 Fee Schedule

**SUBMITTED BY:** Mariah Hill, Administrative Services Director

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### **FEE SCHEDULE SUMMARY:**

During the budget process and periodically during the fiscal year, staff reviews and updates the municipal fee schedule to ensure the City is collecting the appropriate amount in fees. Municipal fees must reflect the actual cost of services provided by the City. Notable changes in this fee schedule amendment are updates to the over the counter building permit fees, minor adjustments to building rental fees and deposits, and the addition of water consumption drought fees. The drought fees are based on drought levels as designated by the City's drought plan and Jordan Valley Water Conservation District. A public hearing for these changes will be held on April 7, 2026. The FY2026 Fee Schedule, as amended, will be posted on the Midvale City website upon approval.

**PLAN COMPLIANCE:** N/A

### **FISCAL IMPACT**

The proposed fees reflect the actual cost of providing specific services to Midvale City residents, businesses, and other patrons. Fees charged are sufficient to provide revenue necessary to operate the City's Enterprise Funds and cover certain costs incurred by the General Fund for Fiscal Year 2026.

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### **ATTACHMENTS:**

FY2026 Midvale City Fee Schedule Amendment - Redline

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**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
<b>Administrative Fees</b>	
Return Check (NSF, etc.)	\$30
<b>Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services</b>	
<b>Building Permit Fees</b>	
From \$0 to \$100,000 Valuation	\$48 + \$9.30 per \$1,000 (or fraction thereof) in valuation
From \$100,001 to \$125,000 Valuation	\$978 for First \$100,000 + \$14 per Additional \$1,000 (or fraction thereof)
From 125,001 to \$150,000 Valuation	\$1,328 for First \$125,000 + \$10.10 per Additional \$1,000 (or fraction thereof)
From \$150,001 to \$200,000 Valuation	\$1,580 for First \$150,000 + \$7 per Additional \$1,000 (or fraction thereof)
From \$200,001 to \$600,000 Valuation	\$1,930 for First \$200,000 + \$5.60 per Additional \$1,000 (or fraction thereof)
From \$600,001 to \$1,100,000 Valuation	\$4,170 for First \$600,000 + \$4.75 per Additional \$1,000 (or fraction thereof)
Over \$1,100,001 Valuation	\$6,545 for First \$1,100,000 + \$3.65 per Additional \$1,000 (or fraction thereof)
Plan Check Fee	65% of Building Fee
Electrical Fee	5% of Building Fee
Mechanical Fee	5% of Building Fee
Plumbing Fee	5% of Building Fee
Surcharge	1% of the sum of Building, Electrical, Mechanical, and Plumbing Fees
<i>Pre-Plan Check Fees (credited towards building permit fee; non-refundable after commencement of plan review)</i>	
Less than \$100,000 valuation	\$0
\$100,000 - \$300,000 valuation	\$200
\$300,000 - \$500,000 valuation	\$1,000
\$500,000 - \$1,000,000 valuation	\$2,000
\$1,000,000 - \$10,000,000 valuation	\$5,000
Greater than \$10M valuation	\$10,000
<i>Over the Counter Permit Fees</i>	
Furnace	<del>\$35 mechanical fee + 0.35 surcharge</del> \$65 mechanical fee + 0.65 surcharge
A/C	<del>\$35 mechanical fee + 0.35 surcharge</del> \$65 mechanical fee + 0.65 surcharge
Furnace and A/C	<del>\$48 mechanical fee + 0.48 surcharge</del> \$65 mechanical fee + 0.65 surcharge
Water Heater	<del>\$25 plumbing fee + 0.28 surcharge</del> \$65 plumbing fee + 0.65 surcharge
Service Charge	<del>\$47 electrical fee + 0.47 surcharge</del> \$65 electrical fee + 0.65 surcharge
Demo	<del>\$47 building permit fee</del> \$65 building permit
Window	<del>\$47 building permit fee</del> \$65 building permit
<b>Building Rental &amp; Event Fees</b>	
<i>Midvale Community Center</i>	\$200 security deposit
Half-Day Rental Fee	\$225 Resident; \$300 Non-Resident
Full-Day Rental Fee	\$435 Resident; \$580 Non-Resident
ADDITIONAL FEES MAY APPLY	See Use Agreement
<i>Bingham Junction Park Pavilion</i>	\$200 security deposit
Half Day	\$30 Resident; \$40 Non Resident
Full Day	\$38 Resident; \$50 Non-Resident
<i>Main Park Pavilion</i>	<del>\$300</del> \$200 security deposit
Half Day	\$68 Resident; \$90 Non-Resident
Full Day	\$113 Resident; <del>\$155</del> \$150 Non-Resident
<i>Auditorium Performing Arts Center (Arts Council)</i>	Contact Midvale Arts Council for pricing
<i>City Park Amphitheater</i>	<del>\$300</del> Deposit or \$500 Deposit with Dressing Room Use
Half Day	\$195 Resident; \$260 Non Resident
Full Day	\$375 Resident; \$500 Non-Resident
<i>City Park Field</i>	\$200 Deposit
Half Day	\$50 Resident; \$65 Non Resident
Full Day	\$100 Resident; <del>\$130</del> \$135 Non-Resident
Special Event Permit Application	\$100
Film Permit Application	\$320
<b>Business License Fees</b>	
Home Occupation Base Fee	\$94
Commercial Business Base Fee	\$137
Commercial, Home Occupation and Rental Renewal	\$19
Non-Rental Renewal	\$19

**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT	
Rental Base Fee	\$143	
Rental Renewal	\$102	
Good Landlord Single Family Non-participatory (per door)	\$80	
Good Landlord Single Family Non-participatory - Renewal (per door)	\$80	
Good Landlord Duplex Non-participatory (per door)	\$42	
Good Landlord Duplex Non-participatory - Renewal (per door)	\$42	
Good Landlord Apartments 3+ Non-participatory (per door)	\$33	
Good Landlord Apartments 3+ Non-participatory - Renewal (per door)	\$33	
Good Landlord Participating (per door, all)	\$7	
Good Landlord Participating - Renewal (per door, all)	\$7	
Beauty Salon Booth Rental	\$68	
Mass Gathering	\$20	
Itinerant Merchant Base Fee	\$100	
Solicitor	\$45	
SOB/Escort	\$84 each principal, escort, driver, or bodyguard - Requires background	
<b>Other Variable Fees (in addition to base)</b>		
Alcohol Establishment	\$300	
Alchol - Single Event	\$25	
Bar/Lounge	\$215	
Big Box Retail	\$400	
Commercial Retail	\$110	
Convenience/Gas	\$100	
Construction/Contractor	\$50	
Education	\$500	
Food Truck	\$25	
Health	\$500	
Hotels	\$180	
Pawn Shop	\$400	
Personal Services	\$50	
Professional Services	\$30	
Rental Units	\$83	
Restaurant	\$300	
Storage Units	\$330	
Taxi	\$60 per vehicle	
Tobacco	\$22	
Penalty Fees (Based on Renewal Fees)	1st Late Notice - 50%, 2nd Late Notice 75%, Final Late Notice - 100%	
<b>Business Bonding Fees</b>		
Christmas tree sales	\$200	
Auctions and auctioneers	\$1,000	
Pawn shops, secondhand dealers	\$1,000	
Public recreation	\$1,000,000 bodily injury (per person and per occasion) \$1,000,000 property damage	
Fireworks	\$1,000	
Sexually oriented businesses	\$2,000 (replenishable)	
<b>Cemetery Fees</b>		
<i>Sale Price of Burial Lots (Infant &amp; Adult):</i>		
Resident	\$650	
Non-Resident	\$1,200	
<i>Sale Price of Cremation Lots:</i>		
Resident	\$325	
Non-Resident	\$600	
Burial Rights Transfer/Consent (Reissuance)	\$30	
<i>Cost of Grave Opening and Closings:</i>		
Adult - Resident	Weekdays	Weekends/Holidays
Adult - Non-Resident	\$750	\$900
Infant - Resident	\$900	\$1100
Infant - Non-Resident	\$200	\$350
	\$400	\$600

**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Cremaains - Resident	\$150                      \$300
Cremaains - Non-Resident	\$350                      \$550
<i>Headstone Upright Grave Marker</i>	\$500
<i>Reopening of Graves and Removing Caskets:</i>	
Reopening	\$600
Removing	\$300
<b>Code Enforcement</b>	
Occupancy violation	Civil Fee per Day, First Offense - \$25 per person First Offense, Maximum Civil Fee - \$1,250 per person Civil Fee per Day, Second Offense - \$50 per person Second Offense, Maximum Civil Fee - \$2,500 per person
Illegal accessory dwelling	Civil Fee per Day, First Offense - \$25 First Offense, Maximum Civil Fee - \$1,250 Civil Fee per Day, Second Offense - \$50 Second Offense, Maximum Civil Fee - \$2,500
Junked or inoperable vehicles	Civil Fee per Day, First Offense - \$30 per vehicle First Offense, Maximum Civil Fee - \$1,500 per vehicle Civil Fee per Day, Second Offense - \$60 per vehicle Second Offense, Maximum Civil Fee - \$3,000 per vehicle
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Weeds	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Landscaping	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Signs	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Fences	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Dumping	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
No Building Permit; no Business License	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Home Occupation	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60

**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
	Second Offense, Maximum Civil Fee - \$3,000
Parking	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Nuisances, as defined	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Nonpermitted Uses	Civil Fee per Day, First Offense - \$50 First Offense, Maximum Civil Fee - \$5,000 Civil Fee per Day, Second Offense - \$100 Second Offense, Maximum Civil Fee - \$10,000
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - \$30  First Offense, Maximum Civil Fee - \$3,000 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$6,000
Inspection fee for each subsequent event	\$30
Violation of Chapter 5.32, Tenant Application Fees	\$100 for initial violation \$200 for additional violations
<b>Community Development Fees (Includes Engineering Fees)</b>	
Preliminary Subdivision*	2 Lots \$570 3 Lots \$900 >3 Lots \$900 + \$5 per lot over 3
Final Subdivision*	2 Lots \$600 3 Lots \$1,270 >3 Lots \$1,270 + \$10 per lot over 3
*More than one plat will result in an additional per plat charge of \$250	
Preliminary Condominium	≤ 3 Units \$900 > 3 Units \$900 + \$5 per unit over 3
Final Condominium	≤ 3 Units \$1,270 > 3 Units \$1,270 + \$10 per unit over 3
Small Scale Master Plan	1-3 Acres \$850 3-5 Acres \$950
Large Scale Master Plan (5+ Acres)	\$1,050
Rezone	≤ 1 Acre \$665 1-5 Acres \$765 >5 Acres \$865
Conditional Use Permit	\$250
Administrative Conditional Use	\$250
Final Site Plan	\$1,090
Development Agreement	\$1,000
Lot Line Adjustment	\$125

**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Sign Permit	Based on Sign Value Per Resolution 2/26/02C
Temporary Sign Permit	\$10
Text Amendment	\$630
Property Vacation	\$1,000
Appeal	\$500
Variance	\$400
Development Review Committee	\$100
Noticing Fee	\$.50 per address
<b>Court Fees</b>	
Traffic School	\$20
Small Claims	As per State approved rates
Copy Charge per page	\$0.25
Certified Copy of Court Documents	\$4 plus \$.50 per page
Criminal Background Checks	\$10
Convenience Fee for Online Payments	\$2.50 per transaction
Audio Tape	\$10
<b>Election Fees</b>	
Declaration of Candidacy for Mayor	\$50
Declaration of Candidacy for City Council	\$25
<b>Executive Department</b>	
Records Request	\$0.25 per copy + time for research + postage (including reasonable attorney's fees for
Copy Charge per page	\$0.25
Copy of Recording (CD)	\$5 per CD
Notary	\$5 for Non-City Related Business
Copies of Maps 24 X 36 Color	\$5
Copies of Maps 24 X 36 Black & White	\$3
<b>Right-of-Way Occupancy Permits</b>	
In-Strand Antenna (Each)	\$100
Small Wireless Facility (Each)	\$100
Utility Pole (Each)	\$250
Equipment (Per Piece)	\$100
Macrocell or Utility Pole over 50 feet in height (Each)	\$1,000
<b>Road Cuts</b>	
Base Fee	\$250
Excavation in new or newly rebuilt/overlaid road (<5 years old)	\$0.50/sf
Excavation in all other roads, concrete surfaces, or unpaved areas	\$0.25/sf
Boring	\$0.50/lf
Bond	\$5,000
<b>Sewer Rates (Resolution 2021-R-31)</b>	
<b>Residential/Commercial/Industrial</b>	
Single Dwelling	
Base fee	\$37.38
Usage fee per 1,000 gallons of average winter water usage	\$3.14
Multi Dwelling	
Base fee - First Unit	\$37.38
Additional Unit (Each)	\$31.07
Usage fee per 1,000 gallons of average winter water usage	\$3.14

**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION	AMOUNT
<i>Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
<b>Sewer Connection Fees all areas</b>	
4" Connection	
First Unit	\$500
Second Unit	\$200
6" Connection	
First Unit	\$700
Second Unit	\$200
<b>Storm Water</b>	
Equivalent Residential Unit (ERU) (3,000 square feet)	\$9.36 per month
<i>Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
<i>Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying</i>	
<b>Waste Collection Fees</b>	
First Can	\$12.84 per month
Recycling	\$4.40 per month
<i>Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
Each additional can	\$12.84 month (not subject to Circuit Breaker)
Bulky Waste Dumpster	\$242.44 (\$150 deposit may be required)
Replacement Can	\$75
<b>Water Rates (Resolution 2021-R-31)</b>	
<b>Area # 1 Base Rates</b>	
<i>Meter Size:</i>	
3/4"	\$30.00
1"	\$41.99
1.5"	\$54.01
2"	\$86.97
3"	\$329.88
4"	\$419.83
6"	\$629.78
8"	\$870.00
<b>Area # 2 Base Rates</b>	
<i>Meter Size:</i>	
3/4"	\$30.00
1"	\$41.99
1.5"	\$54.01
2"	\$86.97
3"	\$329.87
4"	\$419.83
6"	\$629.78
8"	\$870.00
<i>Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
Fireline service	\$10.15 per month
<b>Area # 3 Base Rates</b>	
<i>Meter Size:</i>	
3/4"	\$30.00
1"	\$41.99
1.5"	\$54.01
2"	\$86.97
3"	\$329.88
4"	\$419.83

**MIDVALE CITY  
FISCAL YEAR 2026 FEE SCHEDULE**

DESCRIPTION		AMOUNT					
6"		\$629.78					
8"		\$870.00					
<b>Water Consumption Tiers (Per Thousand Gallons) - All Areas</b>							
Meter Size	Tier 1	Tier 2		Tier 3		Tier 4	
	Max	Min	Max	Min	Max	Min	Max
3/4" or 5/8"	12.0	12.1	55.0	55.1	98.0	98.1	None
1"	20.0	20.1	92.0	92.1	164.0	164.1	None
1.5"	40.0	40.1	183.0	183.1	326.0	326.1	None
2"	64.0	64.1	293.0	293.1	522.0	522.1	None
3"	120.0	120.1	550.0	550.1	980.0	980.1	None
4"	240.0	240.1	1,100.0	1,100.1	1,960.0	1,960.1	None
6"	500.0	500.1	2,292.0	2,292.1	4,084.0	4,084.1	None
8"	640.0	640.1	2,933.0	2,933.1	5,226.0	5,226.1	None
<b>Water Consumption Charge (Per Thousand Gallons) - All Areas</b>							
Tier 1			\$1.95				
Tier 2			\$2.43				
Tier 3			\$2.80				
Tier 4			\$2.96				
<b>Water Connection and Meter Fees - All Areas</b>							
Water Connection Fee							
3/4" or 1" Connection on Midvale Road		\$4,700					
3/4" or 1" Connection on UDOT Road		\$68,000					
1 1/2" and Up		Cost of Labor, Equipment, & Parts					
Meter Fee							
3/4" (Includes Meter Set)		\$1,660					
1" (Includes Meter Set)		\$1,970					
1 1/2" & Up		Cost of Meter + \$200 inspection fee					
Fire Service		\$250 inspection fee					
Construction Water Tamper Fine		\$250					
Damaged Meter Fine (Damaged meter after installation)		Equal to Meter Fee					
Water Conneceton Damage Fine		\$2,500					
<b>Water Consumption Drought Fees (Based on Drought Plan and JWCD Drought Level Indication) - All Areas</b>							
Level 0	No Change						
Level 1	No Change						
Level 2	25% Increase in Water Consumption Charges						
Level 3	50% Increase in Water Consumption Charges						
Level 4	75% Increase in Water Consumption Charges						
<b>Other Utility Service Charges (Includes Sewer, Storm Water, Waste Collection, and Water)</b>							
Late fees	5% of outstanding balance per month						
Meter reset fee	\$50						
Meter tampering fee	\$50 first offense, \$100 second offense, \$50 addtl each subsequent offense						
Account set-up or transfer fee	\$15						
Reconnect following shut-off	\$50						
Collection Agency fee	35% of outstanding balance						
Return Check (NSF, etc.)	\$30						
Telephone Payment Convenience Fee	\$3						
Hydrant Meter Deposit	\$1,800						
User-Owned Hydrant Meter Deposit	\$550						
Construction Water Use	\$3.50 per 1,000 gallons of hydrant water (\$50 minimum)						
Hydrant Meter Permit Application	\$50						
Hydrant Meter Billing, Tracking, and Inspection	\$50/month						
<b>Streetlighting</b>							
Residential	\$3/month						
Commercial	\$9/month						



7505 S Holden Street  
Midvale, UT 84047  
801-567-7200  
www.Midvale.Utah.Gov

## **MIDVALE CITY COUNCIL STAFF REPORT 3/24/2026**

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### **SUBJECT**

Discussion of Midvale City's Participation in the Remnant Defendants' Settlement Agreement.

### **SUBMITTED BY**

Garrett Wilcox, City Attorney

### **BACKGROUND AND OVERVIEW**

Midvale City has been contacted by the National Opioids Settlements Notice and Claims Administrator for Six Remnant Defendants about participating in another national opioid settlement. This proposed settlement would resolve opioid litigation against Associated Pharmacies, Inc., J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., LLC, North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc., and their respective subsidiaries and divisions.

Midvale has previously participated in seven other opioid national settlements in coordination with the Utah Office of the Attorney General. The City most recently approved Resolution No. 2025-R-60 on October 7, 2025, which authorized the City to participate in the Secondary Manufacturers Settlements. This resolution also authorized the Mayor and City staff to complete any required forms to join future opioid settlements under certain conditions without additional City Council authorization. The Remnant Defendants' Settlement did not meet the criteria set forth by the City Council.

Unlike past opioid settlement agreements, the State did not participate in negotiating the settlement and will not receive funds. Local governments, including both counties and municipalities, will directly receive funds from a settlement fund based on an allocation percentage. Prior to being distributed to local governments, the \$97,625,000 settlement amount will first be used to pay taxes on the settlement fund, notice and administrative costs, and \$11,801,862.50 in attorneys' fees and expenses.

In order to participate, the City must complete a participation and release form no later than May 4, 2026. The participation form would have Midvale join the settlement agreement and waive all of Midvale's rights to individually sue any of the involved companies for opioid epidemic-related issues. In exchange, Midvale will receive approximately \$5,000 from the settlement fund. This money may only be spent on opioid remediation, as more thoroughly detailed in Attachment 3. The Settlement

Agreement Among Participating Subdivisions and Remnant Defendants and selected exhibits have been attached to this staff report. Additional information about the settlement can be found at: <https://nationalopioidsettlement.com/remnant-settlements/>.

## **ATTACHMENTS**

1. Six Remnant Defendants Settlement Overview
2. Settlement Agreement Among Participating Subdivisions and Remnant Defendants
3. Exhibit D- List of Opioid Remediation Uses
4. Exhibit E- Plan of Allocation
5. Exhibit G- Subdivision Participation Form

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION  
OPIATE LITIGATION

This Document Relates to:

ALL SUBDIVISION ACTIONS

MDL 2804

Case No. 1:17-md-2804

**SETTLEMENT AGREEMENT  
AMONG PARTICIPATING  
SUBDIVISIONS AND REMNANT  
DEFENDANTS**

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Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the “*Agreement*”), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

## I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

- A. “*Action(s)*” means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter “*MDL No. 2804*”), in any court, including but not limited to, the actions listed in **Exhibit A**.
- B. “*Agreement*” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.
- C. “*Alleged Harms*” means 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 B**, 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 the Released Entities.
- D. “*Allocated Amount*” means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.
- E. “*Attorneys’ Fees and Expenses*” means payment to plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.
- F. “*Claim(s)*” means 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, abatement, 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.

- G. “*Claim-Over*” means 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.
- H. “*Compensatory Restitution Amount*” means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney’s fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant’s portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.
- I. “*Consent Judgment*” means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.
- J. “*Covered Conduct*” means 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, occurring at any time up to and including the Effective 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, occurring at any time up to and including the Effective Date) arising from or relating 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 by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

- K. “*Designated Subdivision*” means the Subdivision designated in writing by Plaintiffs’ Settlement Counsel to undertake the acts and obligations provided for in Section X.V.
- L. “*Effective Date*” means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.
- M. “*Final Judgment*” means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys’ Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.
- N. “*Later Litigating Subdivision*” means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.
- O. “*Litigating Subdivision*” means (1) any (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), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a 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);<sup>1</sup> (2) that

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<sup>1</sup> “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. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **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.

- P. “*MDL Court*” means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.
- Q. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
- R. “*Non-Participating Subdivision*” means any Subdivision that is not a Participating Subdivision.
- S. “*Non-Party Covered Conduct Claim*” means 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).
- T. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- U. “*Non-Released Entity*” means an entity that is not a Released Entity.
- V. “*Notice*” means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.
- W. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.
- X. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Plaintiffs’ Settlement Counsel with the consent of the Remnant Defendants.

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located within the State even if they are not formally or legally a sub-entity of the 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.

- Y. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.<sup>2</sup>
- Z. “*Opioid Remediation Fund*” means the component of the Settlement Funds described in Section VI.C.
- AA. “*Opioid Remediation Funds*” means the Settlement Funds, less the payments set forth in Section VI.B.1.
- BB. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.
- CC. “*Participation Report*” means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.
- DD. “*Plaintiffs’ Settlement Counsel*” means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.
- EE. “*Plan of Allocation*” means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C, if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.
- FF. “*Pooled Settlement Amount*” means \$97,625,000.00.
- GG. “*Preliminary Agreement Date*” means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs’ Settlement Counsel.
- HH. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal 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; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of

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<sup>2</sup> 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.

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.

- II. “*Reference Date*” means the date by which each Remnant Defendant must inform the Plaintiffs’ Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- JJ. “*Related Agreements*” means the related but individual agreements between each Remnant Defendant and Plaintiffs’ Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant’s share of the Pooled Settlement Amount.
- KK. “*Released Claims*” means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of 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 non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- LL. “*Released Entities*” means, with respect to Released Claims, the Remnant Defendants and:
1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

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, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and
6. any insurer of any Remnant Defendant 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 IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

- MM. "*Releasers*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, 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, and (b) 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 Participating Subdivision, 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 Participating Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

- NN. “*Remnant Defendants*” means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a “Remnant Defendant.” For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.
- OO. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.
- PP. “*Settlement Fund*” means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.
- QQ. “*Settlement Funds*” means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.
- RR. “*Settlement Fund Administrator*” means the agent to be selected as set forth in Section III.D.
- SS. “*Settlement Participation Form Submission Deadline*” means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- TT. “*Settling Parties*” means, collectively, the Participating Subdivisions and Remnant Defendants.
- UU. “*State*” means any state of the United States of America including their respective agencies, departments, and instrumentalities.
- VV. “*State-Subdivision Agreement*” means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

- WW. “*Subdivisions*” means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, “Subdivisions” includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivisions” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.
- XX. “*Subdivision Settlement Participation Form*” means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all 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 Subdivisions.
- YY. “*Taxes*” means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.
- ZZ. “*Tax Expense*” means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

- AAA. “*Termination Refund*” means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.
- BBB. “*Unknown Claims*” means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

## II. Representations and Warranties

A. **Plaintiffs’ Settlement Counsel’s Representations and Warranties.** Plaintiffs’ Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs’ Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.
2. Because Plaintiffs’ Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs’ Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions’ Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;
3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it;
6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and
8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. **Remnant Defendants' Representations and Warranties.** Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;
3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and
5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

### **III. Settlement Fund**

A. **Settlement Payment.** The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.
2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.
3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.
4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

**B. Nature of Payment.** Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;
4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and
5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Settlement Fund Administrator will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs’ Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs’ Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.
4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

**E. Taxes.**

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III., and shall, in any

event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs’ Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3, and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

#### **IV. Implementing the Agreement**

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

**B. Notice to the Subdivisions.** No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

**C. Participation by Subdivisions.**

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G.**
2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.
3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.
4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.
5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.
7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

**D. Notice by Remnant Defendants.**

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.
2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

**E. Entry of Consent Judgment.**

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:
  - a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;
  - b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

- c. discharge and release the Released Entities from all Released Claims;
  - d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
  - e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
  - f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and
  - g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
- 2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.
  - 3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

**V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination**

**A. Occurrence of Effective Date.**

- 1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

**B. Failure of Effective Date to Occur.** In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

**C. Termination.**

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:
  - a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;
  - b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;
  - c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL 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
  - d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.
2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

- a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;
- b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and
- c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

## **VI. Notice and Claims Administrator**

**A. Selection of Notice and Claims Administrator.** Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.
2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.
4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.
5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.
6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.
8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

**B. Distribution of Settlement Fund.**

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

- a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);
  - b. to pay Notice and Administrative Costs (including escrow fees and costs);
  - c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII. of this Agreement; and
  - d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.
2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

## **VII. Use and Allocation of Opioid Remediation Fund.**

### **A. Use of Opioid Remediation Funds.**

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D: List of Opioid Remediation Uses**, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.
2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation 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 Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants 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 VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

**B. Allocation of Opioid Remediation Fund.** The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.
2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.
3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

**C. No Liability for Distribution of Settlement Fund or Opioid Remediation Fund.** Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasers hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

**D. Balance Remaining in Settlement Fund or Opioid Remediation Fund.** If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII., and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

### **VIII. Attorneys' Fees and Expenses**

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

### **IX. Releases and Dismissal**

**A. No Future Actions Following Release.** As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasers' Released Claims. Each Releaser hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing 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, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling 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. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

#### **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 or other third-party 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 Releasers 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 Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.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 or other third-party contracts.
3. To the extent that, on or after the Effective Date, any Releaser 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 Releaser will seek to 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 Remnant Defendants in Section IX.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 Releaser obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., 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 IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

- a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
- b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.
- c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:
  - (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities 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 Remnant Defendants to that Releasor under this 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 Remnant Defendants 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 the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and
- (vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

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

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily 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 Section 1542 of the California Civil Code, which reads:

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.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. 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 Releasor 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 Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor 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 a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor 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 such Remnant Defendant.

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 gives rise to under applicable law.

G. **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 Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment 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, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

## X. **Miscellaneous Provisions**

A. **Population of Subdivisions.** The population figures for Subdivisions 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. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment 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 the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties 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. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

**Exhibit A – List of Actions.** Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

**Exhibit B – Documents Describing Alleged Harms.** References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

**Exhibit C – List of Litigating Subdivisions.** Lists of all Litigating Subdivisions.

**Exhibit D – List of Opioid Remediation Uses.** Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

**Exhibit E – Plan of Allocation.** The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

**Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities.** Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

**Exhibit G – Subdivision Settlement Participation Form.** Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

**Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses.** Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more 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. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties 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. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

M. **Preservation of Records.** For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

N. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

O. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions,  
address notice to:

Peter H. Weinberger  
SPANGENBERG SHIBLEY & LIBER  
1001 Lakeside Avenue East, Suite 1700  
Cleveland, OH 44114  
(216) 696-3232  
pweinberger@spanglaw.com

Jayne Conroy  
SIMMONS HANLY CONROY  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
(212) 784-6400  
jconroy@simmonsfirm.com

Joseph F. Rice  
MOTLEY RICE  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
(843) 216-9000  
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.  
FARRELL & FULLER  
270 Munoz Rivera Ave., Suite 201  
San Juan, PR 00918  
(304) 654-8281  
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

**United Natural Foods, Inc.**

Kim J. Myrdahl  
Deputy General Counsel, Senior Vice President & Chief Compliance Officer  
United Natural Foods, Inc.  
Legal Department  
PO Box 990  
Minneapolis, Minnesota 55440  
kim.j.myrdahl@unfi.com

*With a copy (which shall not constitute notice) to:*

Joseph M. Vanek  
Greg Shinall  
Trevor K. Scheetz  
Sperling Kenny Nachwalter, LLC  
321 N. Clark St., 25th Floor  
Chicago, Illinois 60654  
jvanek@sperlingkenny.com  
shinall@sperlingkenny.com  
tscheetz@sperlingkenny.com

**J M Smith Corporation**

Robert M. Barrett  
General Counsel  
J M Smith Corporation  
9098 Fairforest Road  
Spartanburg, SC 29301  
rbarrett@jmsmith.com

*With a copy (which shall not constitute notice) to:*

John J. Haggerty  
Fox Rothschild LLC  
Stone Manor Corporate Ctr.  
2800 Kelly Road, Suite 200  
Warrington, PA 18975  
jhaggerty@foxrothschild.com

**Louisiana Wholesale Drug Company, Inc.**

Chad Gielen  
President  
Louisiana Wholesale Drug Co., Inc.  
2085 I-49 S. Service Rd.  
Sunset, LA 70584

*With a copy (which shall not constitute notice) to:*

Neil G. Vincent  
Allen & Gooch, ALC  
2000 Kaliste Saloom Road, Ste. 400  
Lafayette, Louisiana 70508  
neilvincent@allengooch.com

**Morris & Dickson Co., L.L.C.**

Jim Walden  
Walden Macht Haran & Williams LLP  
250 Vesey Street, 27th Floor  
New York, NY 10281  
jwalden@wmhwlaw.com

Russell Dickson  
General Counsel  
Morris & Dickson Co., L.L.C.  
PO Box 51367  
Shreveport, LA 71135  
rdickson@morrisdickson.com

**North Carolina Mutual Wholesale Drug Company, Inc.**

Clint Syvinski, Co-CEO  
Katie Zechman, Co-CEO  
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.  
Durham, NC 27703  
csyvinski@mutualdrug.com  
kzechman@mutualdrug.com

*With a copy (which shall not constitute notice) to:*

Chris Graebe  
Morningstar Law Group  
434 Fayetteville St., Suite 2200  
Raleigh, NC 27601  
cgraebe@morningstarlawgroup.com

**Associated Pharmacies, Inc.; American Associated Pharmacies**

Clint King  
President  
Associated Pharmacies, Inc.  
211 Lonnie E. Crawford Blvd.  
Scottsboro, AL 35769  
clint@apirx.com

*With a copy (which shall not constitute notice) to:*

Carl S. Burkhalter  
S. Reeves Jordan  
Maynard Nexsen P.C.  
1901 Sixth Ave. N., Suite 1700  
Birmingham, AL 35203  
cburkhalter@maynardnexsen.com  
rejordan@maynardnexsen.com

Any Settling Party 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 X.O.

**P. Consent to Jurisdiction.** The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasers) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

**Q. Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

**R. Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

**S. No Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. 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. Duty Not to Encourage Non-Participation.** Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

**V. Tax Cooperation and Reporting.**

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

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.
3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant 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 form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.
4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant’s portion of the Pooled Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.
5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **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 a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

\*\*\*

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**PLAINTIFFS' SETTLEMENT COUNSEL**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**MORRIS & DICKSON CO., L.L.C.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**UNITED NATURAL FOODS, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG  
COMPANY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**J M SMITH CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**ASSOCIATED PHARMACIES, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMERICAN ASSOCIATED  
PHARMACIES**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL  
WHOLESALE DRUG COMPANY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT D**

### **List of Opioid Remediation Uses**

#### **Schedule A**

#### **Core Strategies**

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES
  - 1. Expand<sup>3</sup> 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.
  
- C. PREGNANT & POSTPARTUM WOMEN

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<sup>3</sup> As used in this Exhibit D, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

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 2016 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:<sup>4</sup>

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.
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.

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<sup>4</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

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—**OD** 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 **OD** and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for **OD** 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 **OD** 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 **OD** 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 (“CTI”), 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
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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

OD 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
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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 E**

**Plan of Allocation**

State	Subdivision Name	National Allocation %
Alabama	Abbeville city	0.0011854229%
Alabama	Alabaster city	0.0109669990%
Alabama	Albertville city	0.0066345789%
Alabama	Alexander City city	0.0068438120%
Alabama	Anniston city	0.0176714768%
Alabama	Arab city	0.0042466841%
Alabama	Argo town	0.0005281723%
Alabama	Ashland town	0.0008612159%
Alabama	Ashville city	0.0003969253%
Alabama	Athens city	0.0077175888%
Alabama	Attalla city	0.0036296585%
Alabama	Attentus Mouton, LLC d/b/a Lawrence Medical Center (Lawrence County Health Care Authority)	0.0019057501%
Alabama	Auburn city	0.0108938921%
Alabama	AUTAUGA COUNTY	0.0054553458%
Alabama	BALDWIN COUNTY	0.0318985177%
Alabama	BARBOUR COUNTY	0.0009460075%
Alabama	Bay Minette city	0.0027828268%
Alabama	Berry town	0.0004545515%
Alabama	Bessemer city	0.0126338602%
Alabama	BIBB COUNTY	0.0064106578%
Alabama	Bibb County Healthcare Authority d/b/a Bibb Medical Center	0.0069138838%
Alabama	Birmingham city	0.0923145280%
Alabama	BLOUNT COUNTY	0.0136924404%
Alabama	Boaz city	0.0036607127%
Alabama	Brent city	0.0013751571%
Alabama	Brewton city	0.0048822740%
Alabama	Bridgeport city	0.0000333790%
Alabama	Brookwood town	0.0001536864%
Alabama	Brundidge city	0.0002404392%
Alabama	BULLOCK COUNTY	0.0012880087%
Alabama	BUTLER COUNTY	0.0018097682%
Alabama	Butler town	0.0011854996%
Alabama	Calera city	0.0053652808%
Alabama	CALHOUN COUNTY	0.0154665021%
Alabama	Camp Hill town	0.0001340106%
Alabama	Carbon Hill city	0.0020573974%
Alabama	Cedar Bluff town	0.0012632780%
Alabama	Center Point city	0.0002367551%
Alabama	Centre city	0.0031879590%
Alabama	Centreville city	0.0005055728%
Alabama	CHAMBERS COUNTY	0.0038320566%
Alabama	CHEROKEE COUNTY	0.0066636274%
Alabama	Cherokee town	0.0001847602%

Alabama	Chickasaw city	0.0017792780%
Alabama	Childersburg city	0.0021341132%
Alabama	CHILTON COUNTY	0.0121460676%
Alabama	CHOCTAW COUNTY	0.0024823642%
Alabama	Clanton city	0.0037238618%
Alabama	CLARKE COUNTY	0.0023682704%
Alabama	CLAY COUNTY	0.0027800884%
Alabama	CLEBURNE COUNTY	0.0030471943%
Alabama	Cleveland town	0.0002812395%
Alabama	COFFEE COUNTY	0.0044056578%
Alabama	COLBERT COUNTY	0.0063578509%
Alabama	Columbiana city	0.0011045411%
Alabama	CONECUH COUNTY	0.0033777753%
Alabama	COOSA COUNTY	0.0019526764%
Alabama	Cordova city	0.0021097754%
Alabama	COVINGTON COUNTY	0.0045049340%
Alabama	CRENSHAW COUNTY	0.0029667596%
Alabama	Cullman city	0.0118681167%
Alabama	CULLMAN COUNTY	0.0182716150%
Alabama	Cullman Regional Medical Center, Inc. (Healthcare Authority of Cullman County)	0.0060718083%
Alabama	Dadeville city	0.0005335140%
Alabama	DALE COUNTY	0.0043771594%
Alabama	Dale County Healthcare Authority d/b/a Dale Medical Center	0.0039444594%
Alabama	Daleville city	0.0017103387%
Alabama	DALLAS COUNTY	0.0044517302%
Alabama	Daphne city	0.0070882668%
Alabama	Dauphin Island town	0.0010175347%
Alabama	DCH Health Care Authority (Tuscaloosa) (d/b/a DCH Regional Medical Center and Northport Medical Center	0.0299158435%
Alabama	DE KALB COUNTY	0.0061248775%
Alabama	Decatur city	0.0415569281%
Alabama	Decatur Morgan Hospital-Parkway (Health Care Authority of the City of Huntsville)	0.0053183722%
Alabama	Demopolis city	0.0032284152%
Alabama	Dora city	0.0020385406%
Alabama	Dothan city	0.0240537629%
Alabama	Double Springs town	0.0017704806%
Alabama	Douglas town	0.0000214601%
Alabama	East Alabama Health Care Authority	0.0154675991%
Alabama	East Brewton city	0.0005861412%
Alabama	ELMORE COUNTY	0.0092186568%
Alabama	Enterprise city	0.0073344197%
Alabama	ESCAMBIA COUNTY	0.0084041610%

Alabama	Escambia County Health Care Authority d/b/a D.W. McMillan Memorial Hospital and Atmore Community Hospital	0.0020387093%
Alabama	ETOWAH COUNTY	0.0200834530%
Alabama	Etowah County (Sheriff)	0.0040166906%
Alabama	Eufaula city	0.0046901204%
Alabama	Evergreen city	0.0009144601%
Alabama	Fairfield city	0.0025809928%
Alabama	Fairhope city	0.0049258935%
Alabama	Faunsdale town	0.0000060814%
Alabama	Fayette city	0.0017390056%
Alabama	FAYETTE COUNTY	0.0027651915%
Alabama	Fayette County (Sheriff)	0.0005530383%
Alabama	Florence city	0.0192111303%
Alabama	Foley city	0.0075876134%
Alabama	Fort Deposit town	0.0001138527%
Alabama	Fort Payne city	0.0128420263%
Alabama	FRANKLIN COUNTY	0.0056929101%
Alabama	Fultondale city	0.0021025770%
Alabama	Gadsden city	0.0184548876%
Alabama	Geneva city	0.0014646664%
Alabama	GENEVA COUNTY	0.0023314831%
Alabama	Geneva County Health Care Authority d/b/a Wiregrass Medical Center	0.0064263664%
Alabama	Georgiana town	0.0004044719%
Alabama	Geraldine town	0.0002429381%
Alabama	Gilbertown town	0.0000444678%
Alabama	Grant town	0.0003755627%
Alabama	Graysville city	0.0008126934%
Alabama	GREENE COUNTY	0.0009696670%
Alabama	Greene County Health System	0.0040774186%
Alabama	Greensboro city	0.0005505698%
Alabama	Greenville city	0.0037756352%
Alabama	Guin city	0.0005593408%
Alabama	Gulf Shores city	0.0107627217%
Alabama	Guntersville city	0.0056076839%
Alabama	Gurley town	0.0001658295%
Alabama	HALE COUNTY	0.0024873618%
Alabama	Haleyville city	0.0031459580%
Alabama	Hamilton city	0.0019926535%
Alabama	Hammondville town	0.0001081698%
Alabama	Hartselle city	0.0014027779%
Alabama	Headland city	0.0013852123%
Alabama	Health Care Authority of Clarke County d/b/a Grove Hill Memorial Hospital	0.0013295931%
Alabama	Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital	0.0416162623%

Alabama	Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center East (Montgomery)	0.0092185118%
Alabama	Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center South (Montgomery)	0.0180824655%
Alabama	Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Prattville Baptist Hospital	0.0034126222%
Alabama	Helena city	0.0030754685%
Alabama	Henagar city	0.0007571871%
Alabama	HENRY COUNTY	0.0017344760%
Alabama	HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (Healthcare Authority of the City of Huntsville)	0.0029251047%
Alabama	HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital Decatur	0.0165755933%
Alabama	HH Health Systems-Shoals LLC d/b/a Hellen Keller Hospital (Healthcare Authority of the City of Huntsville)	0.0078889188%
Alabama	HH Health Systems-Shoals, LLC d/b/a Red Bay Hospital (Healthcare Authority of the City of Huntsville)	0.0011079942%
Alabama	Homewood city	0.0086182343%
Alabama	Hoover city	0.0305552589%
Alabama	HOUSTON COUNTY	0.0108203926%
Alabama	Houston County Health Care Authority	0.0156448782%
Alabama	Hueytown city	0.0042897966%
Alabama	Huntsville city	0.0703578679%
Alabama	Irondale city	0.0037408451%
Alabama	J Paul Jones	0.0009307151%
Alabama	JACKSON COUNTY	0.0029112714%
Alabama	Jackson County Healthcare Authority	0.0042103780%
Alabama	Jacksonville city	0.0055175046%
Alabama	Jasper city	0.0311027421%
Alabama	JEFFERSON COUNTY	0.1191617566%
Alabama	Jefferson County (Sheriff)	0.0238323513%
Alabama	Jefferson County Board of Health	0.0550847444%
Alabama	Killen town	0.0004044218%
Alabama	Lakeland Community Hospital HCA Winston County	0.0021716687%
Alabama	LAMAR COUNTY	0.0026980380%
Alabama	Lamar County (Sheriff)	0.0005396076%
Alabama	Lanett city	0.0028238890%
Alabama	LAUDERDALE COUNTY	0.0092860500%
Alabama	LAWRENCE COUNTY	0.0083906820%
Alabama	LEE COUNTY	0.0063889037%
Alabama	Leeds city	0.0033075322%
Alabama	Leesburg town	0.0004232981%
Alabama	Leighton town	0.0001245807%
Alabama	Level Plains town	0.0000773467%

Alabama	LIMESTONE COUNTY	0.0125233170%
Alabama	Lincoln city	0.0040739166%
Alabama	Linden city	0.0003790184%
Alabama	Locust Fork town	0.0000862194%
Alabama	Louisville town	0.0001021846%
Alabama	LOWNDES COUNTY	0.0011228268%
Alabama	Loxley town	0.0009074247%
Alabama	Luverne city	0.0003380370%
Alabama	MACON COUNTY	0.0025643255%
Alabama	Madison city	0.0103883068%
Alabama	MADISON COUNTY	0.0288220881%
Alabama	MARENGO COUNTY	0.0010870340%
Alabama	Marion city	0.0005196006%
Alabama	MARION COUNTY	0.0039167341%
Alabama	MARSHALL COUNTY	0.0163208692%
Alabama	Marshall County Health Care Authority (North)	0.0039887792%
Alabama	Marshall County Health Care Authority (South)	0.0078889188%
Alabama	McKenzie town	0.0000971925%
Alabama	Medical West Hospital Authority (UAB)	0.0109026630%
Alabama	Midfield city	0.0000085871%
Alabama	Millbrook city	0.0054611263%
Alabama	Mobile city	0.0712049210%
Alabama	MOBILE COUNTY	0.0577935696%
Alabama	Mobile County Board of Health	0.0337616175%
Alabama	Mobile County Emergency Medical Services System Rescue Squad	0.0337616175%
Alabama	MONROE COUNTY	0.0038631248%
Alabama	Monroe County Health Care Authority d/b/a Monroe County Hospital	0.0020387093%
Alabama	Monroeville city	0.0023428212%
Alabama	Montgomery city	0.0392090396%
Alabama	MONTGOMERY COUNTY	0.0216275737%
Alabama	Moody city	0.0007987813%
Alabama	MORGAN COUNTY	0.0066394831%
Alabama	Moulton city	0.0029884621%
Alabama	Mountain Brook city	0.0078656493%
Alabama	Munford town	0.0005334221%
Alabama	Muscle Shoals city	0.0059186503%
Alabama	Nauvoo town	0.0004126621%
Alabama	New Hope city	0.0002885437%
Alabama	Northeast Alabama Regional Medical Center	0.0252622679%
Alabama	Northport city	0.0093577235%
Alabama	Oakman town	0.0009243384%
Alabama	Oneonta city	0.0059655514%
Alabama	Opelika city	0.0118378159%
Alabama	Opp city	0.0020440564%
Alabama	Orange Beach city	0.0064897526%

Alabama	Oxford city	0.0077739866%
Alabama	Ozark city	0.0065080007%
Alabama	Parrish town	0.0025781555%
Alabama	Pelham city	0.0151646438%
Alabama	Pell City city	0.0098047870%
Alabama	PERRY COUNTY	0.0011224633%
Alabama	Phenix City city	0.0138092294%
Alabama	PICKENS COUNTY	0.0031218514%
Alabama	Piedmont city	0.0031655322%
Alabama	PIKE COUNTY	0.0006483474%
Alabama	Pleasant Grove city	0.0011402240%
Alabama	Powell town	0.0001170354%
Alabama	Prattville city	0.0133099705%
Alabama	Priceville town	0.0002686395%
Alabama	Prichard city	0.0024276044%
Alabama	Ragland town	0.0003352903%
Alabama	Rainbow City city	0.0029694967%
Alabama	Rainsville city	0.0041512271%
Alabama	RANDOLPH COUNTY	0.0027322764%
Alabama	Red Bay city	0.0013842763%
Alabama	Roanoke city	0.0024064912%
Alabama	Robertsdale city	0.0018894438%
Alabama	Rockford town	0.0001298528%
Alabama	RUSSELL COUNTY	0.0035915324%
Alabama	Russellville city	0.0069912930%
Alabama	Saraland city	0.0054818189%
Alabama	Satsuma city	0.0013811131%
Alabama	Scottsboro city	0.0146389912%
Alabama	Selma city	0.0058231418%
Alabama	Semmes city	0.0009266409%
Alabama	Sheffield city	0.0035505567%
Alabama	SHELBY COUNTY	0.0324511434%
Alabama	Sipsev town	0.0008292366%
Alabama	Slocomb city	0.0009760004%
Alabama	Spanish Fort city	0.0006485368%
Alabama	Springville city	0.0012754198%
Alabama	ST CLAIR COUNTY	0.0220124895%
Alabama	Sumiton city	0.0051312098%
Alabama	Summerdale town	0.0005405941%
Alabama	SUMTER COUNTY	0.0013806924%
Alabama	Sweet Water town	0.0000066190%
Alabama	Sylacauga city	0.0050926701%
Alabama	Sylacauga Health Care Authority d/b/a Coosa Valley Medical Center	0.0062934071%
Alabama	Talladega city	0.0050344867%
Alabama	TALLADEGA COUNTY	0.0112117769%
Alabama	TALLAPOOSA COUNTY	0.0033881927%

Alabama	Tarrant city	0.0020295871%
Alabama	Thomasville city	0.0019529898%
Alabama	Tombigbee Health Care Authority d/b/a Brian W. Whitfield Memorial Hospital	0.0029694245%
Alabama	Troy city	0.0072413891%
Alabama	Trussville city	0.0053936175%
Alabama	Tuscaloosa city	0.0430468544%
Alabama	TUSCALOOSA COUNTY	0.0218253155%
Alabama	Tuscumbia city	0.0018602685%
Alabama	Tuskegee city	0.0020250478%
Alabama	Union Springs city	0.0009333992%
Alabama	Uniontown town	0.0004003085%
Alabama	Vance town	0.0002124367%
Alabama	Vernon city	0.0006995469%
Alabama	Vestavia Hills city	0.0068028598%
Alabama	WALKER COUNTY	0.0316123766%
Alabama	WASHINGTON COUNTY	0.0026258268%
Alabama	Weaver city	0.0009326791%
Alabama	West Blocton town	0.0008923356%
Alabama	Wetumpka city	0.0036624148%
Alabama	WILCOX COUNTY	0.0012911872%
Alabama	Winfield city	0.0041969429%
Alabama	WINSTON COUNTY	0.0034395761%
Alabama	Woodville town	0.0000101764%
Alabama	Yellow Bluff town	0.0000646562%
Alaska	Anchorage municipality	0.1189032309%
Alaska	Fairbanks city	0.0013308836%
Alaska	FAIRBANKS NORTH STAR BOROUGH	0.0251955951%
Alaska	Juneau city and borough	0.0103254326%
Alaska	KENAI PENINSULA BOROUGH	0.0238030163%
Alaska	MATANUSKA-SUSITNA BOROUGH	0.0385146837%
Arizona	APACHE COUNTY	0.0104437348%
Arizona	Apache Junction city	0.0040406316%
Arizona	Avondale city	0.0154163507%
Arizona	Buckeye city	0.0097379413%
Arizona	Bullhead City city	0.0169551905%
Arizona	Casa Grande city	0.0074204546%
Arizona	Chandler city	0.0674346530%
Arizona	COCHISE COUNTY	0.0332029554%
Arizona	COCONINO COUNTY	0.0247452559%
Arizona	El Mirage city	0.0056616057%
Arizona	Flagstaff city	0.0157721286%
Arizona	GILA COUNTY	0.0202953275%
Arizona	Gilbert town	0.0330774948%
Arizona	Glendale city	0.0626158292%
Arizona	Goodyear city	0.0159298967%
Arizona	GRAHAM COUNTY	0.0120617018%

Arizona	Kingman city	0.0186623938%
Arizona	LA PAZ COUNTY	0.0069188209%
Arizona	Lake Havasu City city	0.0278515289%
Arizona	Marana town	0.0066860022%
Arizona	Maricopa city	0.0083285054%
Arizona	MARICOPA COUNTY	0.4864769915%
Arizona	Mesa city	0.1294271916%
Arizona	MOHAVE COUNTY	0.0653263752%
Arizona	NAVAJO COUNTY	0.0273461253%
Arizona	Oro Valley town	0.0064447403%
Arizona	Peoria city	0.0266833766%
Arizona	Phoenix city	0.4947877158%
Arizona	PIMA COUNTY	0.3156498892%
Arizona	PINAL COUNTY	0.0624319302%
Arizona	Prescott city	0.0207839710%
Arizona	Prescott Valley town	0.0093696983%
Arizona	Queen Creek town	0.0033352176%
Arizona	Sahuarita town	0.0031106055%
Arizona	San Luis city	0.0036938001%
Arizona	SANTA CRUZ COUNTY	0.0062631197%
Arizona	Scottsdale city	0.0658961164%
Arizona	Sierra Vista city	0.0080969804%
Arizona	Surprise city	0.0216980979%
Arizona	Tempe city	0.0738114423%
Arizona	Tucson city	0.1583394382%
Arizona	YAVAPAI COUNTY	0.0691247518%
Arizona	Yuma city	0.0187849284%
Arizona	YUMA COUNTY	0.0280762441%
Arkansas	Adona city	0.0000215801%
Arkansas	Alexander city	0.0001074062%
Arkansas	Alicia town	0.0000023973%
Arkansas	Allport town	0.0000275971%
Arkansas	Alma city	0.0019464610%
Arkansas	Almyra town	0.0000112943%
Arkansas	Alpena town	0.0001466868%
Arkansas	Alzheimer city	0.0000737816%
Arkansas	Altus city	0.0001672704%
Arkansas	Amagon town	0.0000172178%
Arkansas	Amity city	0.0001099713%
Arkansas	Anthonyville town	0.0000113954%
Arkansas	Antoine town	0.0000109780%
Arkansas	Arkadelphia city	0.0028135456%
Arkansas	Arkansas City city	0.0000273669%
Arkansas	ARKANSAS COUNTY	0.0023582991%
Arkansas	Ash Flat city	0.0005822707%
Arkansas	Ashdown city	0.0002186460%
Arkansas	ASHLEY COUNTY	0.0031394358%

Arkansas	Atkins city	0.0005268179%
Arkansas	Aubrey town	0.0000219708%
Arkansas	Augusta city	0.0001397594%
Arkansas	Austin city	0.0002094103%
Arkansas	Avoca town	0.0000313758%
Arkansas	Bald Knob city	0.0010880403%
Arkansas	Banks town	0.0000070820%
Arkansas	Barling city	0.0016490190%
Arkansas	Bassett town	0.0000119360%
Arkansas	Batesville city	0.0013690621%
Arkansas	Bauxite town	0.0000517083%
Arkansas	BAXTER COUNTY	0.0090203037%
Arkansas	Bay city	0.0002600076%
Arkansas	Bearden city	0.0001672198%
Arkansas	Beaver town	0.0000533169%
Arkansas	Beebe city	0.0025037071%
Arkansas	Beedeville town	0.0000187150%
Arkansas	Bella Vista city	0.0053317464%
Arkansas	Bellefonte town	0.0000087560%
Arkansas	Belleville city	0.0000528134%
Arkansas	Ben Lomond town	0.0000129742%
Arkansas	Benton city	0.0142853417%
Arkansas	BENTON COUNTY	0.0196620813%
Arkansas	Bentonville city	0.0137139657%
Arkansas	Bergman town	0.0000832371%
Arkansas	Berryville city	0.0018348127%
Arkansas	Big Flat town	0.0000057630%
Arkansas	Bigelow town	0.0000294286%
Arkansas	Biggers town	0.0000026691%
Arkansas	Birdsong town	0.0000012565%
Arkansas	Black Oak town	0.0000031964%
Arkansas	Black Rock city	0.0000213336%
Arkansas	Black Springs town	0.0000080073%
Arkansas	Blevins city	0.0000438955%
Arkansas	Blue Eye town	0.0000073538%
Arkansas	Blue Mountain town	0.0000243488%
Arkansas	Bluff City town	0.0000020304%
Arkansas	Blytheville city	0.0035757238%
Arkansas	Bodcaw town	0.0000050783%
Arkansas	Bonanza city	0.0002818477%
Arkansas	Bono city	0.0001726280%
Arkansas	BOONE COUNTY	0.0071043037%
Arkansas	Booneville city	0.0024866616%
Arkansas	Bradford city	0.0002035864%
Arkansas	Bradley city	0.0001319971%
Arkansas	BRADLEY COUNTY	0.0009378763%
Arkansas	Branch city	0.0000016561%

Arkansas	Briarcliff city	0.0000019116%
Arkansas	Brinkley city	0.0008187539%
Arkansas	Brookland city	0.0003495187%
Arkansas	Bryant city	0.0109363529%
Arkansas	Buckner city	0.0000676561%
Arkansas	Bull Shoals city	0.0007188471%
Arkansas	Burdette town	0.0000012565%
Arkansas	Cabot city	0.0099916249%
Arkansas	Caddo Valley town	0.0004645995%
Arkansas	Caldwell town	0.0000438436%
Arkansas	Cale town	0.0000081247%
Arkansas	CALHOUN COUNTY	0.0014510560%
Arkansas	Calico Rock city	0.0000253885%
Arkansas	Calion city	0.0000304772%
Arkansas	Camden city	0.0042542119%
Arkansas	Cammack Village city	0.0001163106%
Arkansas	Campbell Station city	0.0000447273%
Arkansas	Caraway city	0.0002344335%
Arkansas	Carlisle city	0.0015243119%
Arkansas	CARROLL COUNTY	0.0061534249%
Arkansas	Carthage city	0.0000172415%
Arkansas	Casa town	0.0000156953%
Arkansas	Cash town	0.0000127871%
Arkansas	Caulksville town	0.0000071919%
Arkansas	Cave City city	0.0008827650%
Arkansas	Cave Springs city	0.0003329812%
Arkansas	Cedarville city	0.0001855933%
Arkansas	Centerton city	0.0011740371%
Arkansas	Central City town	0.0001808878%
Arkansas	Charleston city	0.0004256293%
Arkansas	Cherokee Village city	0.0022061404%
Arkansas	Cherry Valley city	0.0000845605%
Arkansas	Chester town	0.0000045273%
Arkansas	CHICOT COUNTY	0.0029399296%
Arkansas	Chidester city	0.0000077014%
Arkansas	Clarendon city	0.0002807574%
Arkansas	CLARK COUNTY	0.0034696692%
Arkansas	Clarksville city	0.0025522279%
Arkansas	CLAY COUNTY	0.0004978929%
Arkansas	CLEBURNE COUNTY	0.0036362133%
Arkansas	CLEVELAND COUNTY	0.0011871183%
Arkansas	Clinton city	0.0008553328%
Arkansas	Coal Hill city	0.0013791801%
Arkansas	Colt city	0.0000884416%
Arkansas	COLUMBIA COUNTY	0.0006971748%
Arkansas	Concord town	0.0001565122%
Arkansas	Conway city	0.0217174204%

Arkansas	CONWAY COUNTY	0.0053341571%
Arkansas	Corning city	0.0001990948%
Arkansas	Cotter city	0.0002428106%
Arkansas	Cotton Plant city	0.0000259351%
Arkansas	Cove town	0.0000018447%
Arkansas	Coy town	0.0000811666%
Arkansas	CRAIGHEAD COUNTY	0.0096170950%
Arkansas	CRAWFORD COUNTY	0.0099292148%
Arkansas	Crawfordsville town	0.0000386435%
Arkansas	CRITTENDEN COUNTY	0.0050489615%
Arkansas	CROSS COUNTY	0.0032332796%
Arkansas	Crossett city	0.0025772318%
Arkansas	Cushman city	0.0000324215%
Arkansas	Daisy town	0.0000197592%
Arkansas	DALLAS COUNTY	0.0012145462%
Arkansas	Damascus town	0.0003413228%
Arkansas	Danville city	0.0005756626%
Arkansas	Dardanelle city	0.0013185673%
Arkansas	Datto town	0.0000021195%
Arkansas	De Queen city	0.0018945002%
Arkansas	De Valls Bluff city	0.0001591947%
Arkansas	Decatur city	0.0004787234%
Arkansas	Delaplaine town	0.0000128807%
Arkansas	Delight city	0.0000197592%
Arkansas	Dell town	0.0000515123%
Arkansas	Denning town	0.0000694341%
Arkansas	Dermott city	0.0001025641%
Arkansas	Des Arc city	0.0004794467%
Arkansas	DESHA COUNTY	0.0019518645%
Arkansas	DeWitt city	0.0005827981%
Arkansas	Diamond City city	0.0000700445%
Arkansas	Diaz city	0.0001502992%
Arkansas	Dierks city	0.0001140159%
Arkansas	Donaldson town	0.0001009837%
Arkansas	Dover city	0.0003711419%
Arkansas	DREW COUNTY	0.0044782079%
Arkansas	Dumas city	0.0003583207%
Arkansas	Dyer city	0.0000407392%
Arkansas	Dyess town	0.0000050263%
Arkansas	Earle city	0.0001763739%
Arkansas	East Camden town	0.0000807819%
Arkansas	Edmondson town	0.0000837287%
Arkansas	Egypt town	0.0000074593%
Arkansas	El Dorado city	0.0078364725%
Arkansas	Elaine city	0.0000635998%
Arkansas	Elkins city	0.0006070324%
Arkansas	Elm Springs city	0.0001756996%

Arkansas	Emerson town	0.0000080058%
Arkansas	Emmet city	0.0000069884%
Arkansas	England city	0.0013262642%
Arkansas	Enola town	0.0001725997%
Arkansas	Etowah town	0.0000175891%
Arkansas	Eudora city	0.0000935512%
Arkansas	Eureka Springs city	0.0040391618%
Arkansas	Evening Shade city	0.0001171647%
Arkansas	Everton town	0.0000247306%
Arkansas	Fairfield Bay city	0.0010319444%
Arkansas	Fargo town	0.0000036747%
Arkansas	Farmington city	0.0009429546%
Arkansas	FAULKNER COUNTY	0.0104546707%
Arkansas	Fayetteville city	0.0219052075%
Arkansas	Felsenthal town	0.0000178342%
Arkansas	Fifty-Six city	0.0000047901%
Arkansas	Fisher city	0.0000203503%
Arkansas	Flippin city	0.0009932459%
Arkansas	Fordyce city	0.0005657659%
Arkansas	Foreman city	0.0000213648%
Arkansas	Forrest City city	0.0030735576%
Arkansas	Fort Smith city	0.0398947469%
Arkansas	Fouke city	0.0000564375%
Arkansas	Fountain Hill town	0.0000074221%
Arkansas	Fountain Lake town	0.0000293439%
Arkansas	Fourche town	0.0000100259%
Arkansas	FRANKLIN COUNTY	0.0062088806%
Arkansas	Franklin town	0.0001526489%
Arkansas	Biscoe town	0.0000809943%
Arkansas	Friendship town	0.0000532515%
Arkansas	FULTON COUNTY	0.0051464978%
Arkansas	Fulton town	0.0000688726%
Arkansas	Garfield town	0.0000773048%
Arkansas	GARLAND COUNTY	0.0179929823%
Arkansas	Garland town	0.0000030019%
Arkansas	Garner town	0.0000808948%
Arkansas	Gassville city	0.0007551972%
Arkansas	Gateway town	0.0000652663%
Arkansas	Gentry city	0.0009392293%
Arkansas	Georgetown town	0.0000417953%
Arkansas	Gilbert town	0.0000257747%
Arkansas	Gillett city	0.0001189694%
Arkansas	Gillham town	0.0000143259%
Arkansas	Gilmore city	0.0000009907%
Arkansas	Glenwood city	0.0004982538%
Arkansas	Goshen town	0.0000328626%
Arkansas	Gosnell city	0.0002826913%

Arkansas	Gould city	0.0001777522%
Arkansas	Grady city	0.0003249961%
Arkansas	Grannis city	0.0000095937%
Arkansas	GRANT COUNTY	0.0027656827%
Arkansas	Gravette city	0.0008339709%
Arkansas	Green Forest city	0.0012207577%
Arkansas	Greenbrier city	0.0007474156%
Arkansas	GREENE COUNTY	0.0054997743%
Arkansas	Greenland city	0.0002464645%
Arkansas	Greenway city	0.0000049387%
Arkansas	Greenwood city	0.0023978070%
Arkansas	Greers Ferry city	0.0005188463%
Arkansas	Griffithville town	0.0000471885%
Arkansas	Grubbs city	0.0000590458%
Arkansas	Guion town	0.0001954869%
Arkansas	Gum Springs town	0.0000316714%
Arkansas	Gurdon city	0.0006573104%
Arkansas	Guy city	0.0001613871%
Arkansas	Hackett city	0.0001780835%
Arkansas	Hamburg city	0.0005445779%
Arkansas	Hampton city	0.0001549275%
Arkansas	Hardy city	0.0002342775%
Arkansas	Harrell town	0.0000162018%
Arkansas	Harrisburg city	0.0006335572%
Arkansas	Harrison city	0.0077942464%
Arkansas	Hartford city	0.0000827307%
Arkansas	Hartman city	0.0000433965%
Arkansas	Haskell city	0.0007463269%
Arkansas	Hatfield town	0.0000032380%
Arkansas	Havana city	0.0000299277%
Arkansas	Haynes town	0.0000226362%
Arkansas	Hazen city	0.0006730874%
Arkansas	Heber Springs city	0.0039106448%
Arkansas	Hector town	0.0000485074%
Arkansas	Helena-West Helena city	0.0018052727%
Arkansas	HEMPSTEAD COUNTY	0.0028385257%
Arkansas	Hermitage city	0.0001264672%
Arkansas	Hickory Ridge city	0.0000392049%
Arkansas	Higden town	0.0000889080%
Arkansas	Higginson town	0.0001577451%
Arkansas	Highfill town	0.0001619366%
Arkansas	Highland city	0.0003100642%
Arkansas	Hindsville town	0.0000351010%
Arkansas	Holland city	0.0001545189%
Arkansas	Holly Grove city	0.0000463032%
Arkansas	Hope city	0.0023342815%
Arkansas	Horatio city	0.0000305352%

Arkansas	Horseshoe Bend city	0.0011543492%
Arkansas	Horseshoe Lake town	0.0000148635%
Arkansas	HOT SPRING COUNTY	0.0048334154%
Arkansas	Hot Springs city	0.0369708022%
Arkansas	Houston town	0.0000549329%
Arkansas	HOWARD COUNTY	0.0017959673%
Arkansas	Hoxie city	0.0001248884%
Arkansas	Hughes city	0.0001179237%
Arkansas	Humnoke city	0.0001538045%
Arkansas	Humphrey city	0.0001481053%
Arkansas	Hunter town	0.0000018017%
Arkansas	Huntington city	0.0000645028%
Arkansas	Huntsville city	0.0008869641%
Arkansas	Huttig city	0.0000942033%
Arkansas	Imboden town	0.0000079108%
Arkansas	INDEPENDENCE COUNTY	0.0101434361%
Arkansas	IZARD COUNTY	0.0057224426%
Arkansas	JACKSON COUNTY	0.0018862626%
Arkansas	Jacksonport town	0.0000526055%
Arkansas	Jacksonville city	0.0273916110%
Arkansas	Jasper city	0.0000732053%
Arkansas	JEFFERSON COUNTY	0.0062204587%
Arkansas	Jennette town	0.0000128807%
Arkansas	Jericho town	0.0000100080%
Arkansas	Johnson city	0.0013573801%
Arkansas	JOHNSON COUNTY	0.0032506341%
Arkansas	Joiner city	0.0003059335%
Arkansas	Jonesboro city	0.0225663381%
Arkansas	Judsonia city	0.0004880675%
Arkansas	Junction City city	0.0000434084%
Arkansas	Keiser city	0.0000678463%
Arkansas	Kensett city	0.0003761623%
Arkansas	Keo town	0.0001422696%
Arkansas	Kibler city	0.0004481392%
Arkansas	Kingsland city	0.0000643929%
Arkansas	Knobel city	0.0000095684%
Arkansas	Knoxville town	0.0000610673%
Arkansas	LAFAYETTE COUNTY	0.0009452063%
Arkansas	Lafe town	0.0000294405%
Arkansas	LaGrange town	0.0000085525%
Arkansas	Lake City city	0.0002695983%
Arkansas	Lake View city	0.0000489234%
Arkansas	Lake Village city	0.0002334279%
Arkansas	Lakeview city	0.0002007480%
Arkansas	Lamar city	0.0010604906%
Arkansas	Lavaca city	0.0003140983%
Arkansas	LAWRENCE COUNTY	0.0049883487%

Arkansas	Leachville city	0.0002412287%
Arkansas	Lead Hill town	0.0000717957%
Arkansas	LEE COUNTY	0.0010266046%
Arkansas	Leola town	0.0000142071%
Arkansas	Lepanto city	0.0007081735%
Arkansas	Leslie city	0.0002641085%
Arkansas	Letona town	0.0000997701%
Arkansas	Lewisville city	0.0001724586%
Arkansas	Lexa town	0.0000758313%
Arkansas	Lincoln city	0.0004819747%
Arkansas	LINCOLN COUNTY	0.0014405949%
Arkansas	Little Flock city	0.0005508816%
Arkansas	LITTLE RIVER COUNTY	0.0031563210%
Arkansas	Little Rock city	0.0696856102%
Arkansas	Lockesburg city	0.0000650524%
Arkansas	LOGAN COUNTY	0.0052502175%
Arkansas	London city	0.0001477801%
Arkansas	Lonoke city	0.0025453881%
Arkansas	LONOKE COUNTY	0.0060404280%
Arkansas	Lonsdale town	0.0000097912%
Arkansas	Louann town	0.0000021997%
Arkansas	Lowell city	0.0025423966%
Arkansas	Luxora city	0.0001237550%
Arkansas	Lynn town	0.0000014378%
Arkansas	Madison city	0.0000604732%
Arkansas	MADISON COUNTY	0.0033183512%
Arkansas	Magazine city	0.0003308363%
Arkansas	Magness town	0.0000147180%
Arkansas	Magnolia city	0.0060453800%
Arkansas	Malvern city	0.0039813815%
Arkansas	Mammoth Spring city	0.0000751585%
Arkansas	Manila city	0.0004246638%
Arkansas	Mansfield city	0.0000083015%
Arkansas	Marianna city	0.0008788052%
Arkansas	Marie town	0.0000102234%
Arkansas	Marion city	0.0011697178%
Arkansas	MARION COUNTY	0.0041024526%
Arkansas	Marked Tree city	0.0010297000%
Arkansas	Marmaduke city	0.0004066410%
Arkansas	Marshall city	0.0004066781%
Arkansas	Marvell city	0.0006335587%
Arkansas	Maumelle city	0.0026697016%
Arkansas	Mayflower city	0.0006318135%
Arkansas	Maynard town	0.0000136397%
Arkansas	McCaskill town	0.0000133842%
Arkansas	McCrary city	0.0001530856%
Arkansas	McDougal town	0.0000012343%

Arkansas	McGehee city	0.0004463257%
Arkansas	McNab town	0.0000094986%
Arkansas	McNeil city	0.0000066334%
Arkansas	McRae city	0.0003195361%
Arkansas	Melbourne city	0.0007134004%
Arkansas	Mena city	0.0080099649%
Arkansas	Menifee town	0.0001101763%
Arkansas	Midland town	0.0000028043%
Arkansas	Midway town	0.0001303677%
Arkansas	MILLER COUNTY	0.0039122505%
Arkansas	Mineral Springs city	0.0001386424%
Arkansas	Minturn town	0.0000024122%
Arkansas	MISSISSIPPI COUNTY	0.0047347562%
Arkansas	Mitchellville city	0.0000001975%
Arkansas	Monette city	0.0002397612%
Arkansas	MONROE COUNTY	0.0007798015%
Arkansas	MONTGOMERY COUNTY	0.0023500853%
Arkansas	Monticello city	0.0005467539%
Arkansas	Montrose city	0.0000621575%
Arkansas	Moorefield town	0.0000099814%
Arkansas	Moro town	0.0000206133%
Arkansas	Morrilton city	0.0026957942%
Arkansas	Morrison Bluff town	0.0000017987%
Arkansas	Mount Ida city	0.0001386231%
Arkansas	Mount Pleasant town	0.0001269395%
Arkansas	Mount Vernon town	0.0000743980%
Arkansas	Mountain Home city	0.0087679337%
Arkansas	Mountain Pine city	0.0001155398%
Arkansas	Mountain View city	0.0014991179%
Arkansas	Mountainburg city	0.0005250920%
Arkansas	Mulberry city	0.0008713816%
Arkansas	Murfreesboro city	0.0004171422%
Arkansas	Nashville city	0.0012185952%
Arkansas	NEVADA COUNTY	0.0010825862%
Arkansas	Newark city	0.0007722159%
Arkansas	Newport city	0.0030693364%
Arkansas	NEWTON COUNTY	0.0026353893%
Arkansas	Nimmons town	0.0000014586%
Arkansas	Norfolk city	0.0000744604%
Arkansas	Norman town	0.0000563157%
Arkansas	Norphlet city	0.0002068793%
Arkansas	North Little Rock city	0.0167590053%
Arkansas	Oak Grove Heights town	0.0001122409%
Arkansas	Oak Grove town	0.0000330929%
Arkansas	Oakhaven town	0.0000087797%
Arkansas	Oden town	0.0000021656%
Arkansas	Ogden city	0.0000008615%

Arkansas	Oil Trough town	0.0000191576%
Arkansas	O'Kean town	0.0000017794%
Arkansas	Okolona town	0.0000197696%
Arkansas	Ola city	0.0002728674%
Arkansas	Omaha town	0.0000315600%
Arkansas	Oppelo city	0.0000937665%
Arkansas	Osceola city	0.0025875621%
Arkansas	OUACHITA COUNTY	0.0030242644%
Arkansas	Oxford city	0.0002741894%
Arkansas	Ozan town	0.0000118008%
Arkansas	Ozark city	0.0011742049%
Arkansas	Palestine city	0.0001980505%
Arkansas	Pangburn city	0.0001631382%
Arkansas	Paragould city	0.0104383472%
Arkansas	Paris city	0.0016775519%
Arkansas	Parkdale city	0.0000074221%
Arkansas	Parkin city	0.0001506705%
Arkansas	Patmos town	0.0000131183%
Arkansas	Patterson city	0.0000205315%
Arkansas	Pea Ridge city	0.0011416498%
Arkansas	Peach Orchard city	0.0000028474%
Arkansas	Perla town	0.0000156626%
Arkansas	PERRY COUNTY	0.0025033670%
Arkansas	Perry town	0.0000568950%
Arkansas	Perrytown town	0.0000147581%
Arkansas	Perryville city	0.0004296530%
Arkansas	PHILLIPS COUNTY	0.0033683766%
Arkansas	Piggott city	0.0040433326%
Arkansas	PIKE COUNTY	0.0036137701%
Arkansas	Pindall town	0.0000315035%
Arkansas	Pine Bluff city	0.0102145872%
Arkansas	Pineville town	0.0000228487%
Arkansas	Plainview city	0.0001302726%
Arkansas	Pleasant Plains town	0.0000254286%
Arkansas	Plumerville city	0.0003035704%
Arkansas	Pocahontas city	0.0048485997%
Arkansas	POINSETT COUNTY	0.0041622144%
Arkansas	POLK COUNTY	0.0007176796%
Arkansas	Pollard city	0.0000046936%
Arkansas	POPE COUNTY	0.0088938633%
Arkansas	Portia town	0.0000098150%
Arkansas	Portland city	0.0000844239%
Arkansas	Pottsville city	0.0003700131%
Arkansas	Powhatan town	0.0000016160%
Arkansas	Poyen town	0.0000236790%
Arkansas	PRAIRIE COUNTY	0.0009374811%
Arkansas	Prairie Grove city	0.0009110054%

Arkansas	Prattsville town	0.0000118395%
Arkansas	Prescott city	0.0009607189%
Arkansas	PULASKI COUNTY	0.0244300463%
Arkansas	Pyatt town	0.0000637691%
Arkansas	Quitman city	0.0007482563%
Arkansas	RANDOLPH COUNTY	0.0005532952%
Arkansas	Ratcliff city	0.0000396431%
Arkansas	Ravenden Springs town	0.0000011868%
Arkansas	Ravenden town	0.0000220539%
Arkansas	Rector city	0.0000586478%
Arkansas	Redfield city	0.0002074809%
Arkansas	Reed town	0.0000096471%
Arkansas	Reyno city	0.0000017794%
Arkansas	Rison city	0.0002762673%
Arkansas	Rockport city	0.0004839680%
Arkansas	Roe town	0.0000065369%
Arkansas	Rogers city	0.0180710595%
Arkansas	Rondo town	0.0000013309%
Arkansas	Rose Bud town	0.0002089796%
Arkansas	Rosston town	0.0000132030%
Arkansas	Rudy town	0.0000452665%
Arkansas	Russell town	0.0000755016%
Arkansas	Russellville city	0.0095199523%
Arkansas	Salem city	0.0000466701%
Arkansas	Salesville city	0.0000668511%
Arkansas	SALINE COUNTY	0.0112104086%
Arkansas	SCOTT COUNTY	0.0035087984%
Arkansas	Scranton city	0.0000755165%
Arkansas	Searcy city	0.0102561642%
Arkansas	SEARCY COUNTY	0.0021966313%
Arkansas	SEBASTIAN COUNTY	0.0227679521%
Arkansas	Sedgwick town	0.0000055135%
Arkansas	SEVIER COUNTY	0.0027123079%
Arkansas	Shannon Hills city	0.0005170847%
Arkansas	SHARP COUNTY	0.0029186852%
Arkansas	Sheridan city	0.0023631427%
Arkansas	Sherrill town	0.0000267402%
Arkansas	Sherwood city	0.0044029410%
Arkansas	Shirley town	0.0000094927%
Arkansas	Sidney town	0.0000371329%
Arkansas	Siloam Springs city	0.0077618012%
Arkansas	Smackover city	0.0000083119%
Arkansas	Smithville town	0.0000016859%
Arkansas	South Lead Hill town	0.0000190091%
Arkansas	Sparkman city	0.0000363977%
Arkansas	Springdale city	0.0214734484%
Arkansas	Springtown town	0.0000030360%

Arkansas	ST FRANCIS COUNTY	0.0021218575%
Arkansas	St. Charles town	0.0000256009%
Arkansas	St. Francis city	0.0000074087%
Arkansas	St. Joe town	0.0000796724%
Arkansas	St. Paul town	0.0000432004%
Arkansas	Stamps city	0.0001870519%
Arkansas	Star City city	0.0005863197%
Arkansas	Stephens city	0.0001210147%
Arkansas	STONE COUNTY	0.0029455516%
Arkansas	Strawberry town	0.0000071919%
Arkansas	Strong city	0.0000304772%
Arkansas	Stuttgart city	0.0022875193%
Arkansas	Subiaco town	0.0001132925%
Arkansas	Success town	0.0000018522%
Arkansas	Sulphur Rock town	0.0000338949%
Arkansas	Sulphur Springs city	0.0001255004%
Arkansas	Summit city	0.0000772959%
Arkansas	Sunset town	0.0000166504%
Arkansas	Swifton city	0.0001857269%
Arkansas	Taylor city	0.0000146393%
Arkansas	Texarkana city	0.0079758041%
Arkansas	Thornton city	0.0000232898%
Arkansas	Tillar city	0.0000033895%
Arkansas	Tinsman town	0.0000032706%
Arkansas	Tollette town	0.0000339751%
Arkansas	Tontitown city	0.0006335379%
Arkansas	Traskwood city	0.0001844273%
Arkansas	Trumann city	0.0024080602%
Arkansas	Tuckerman city	0.0004208392%
Arkansas	Tull town	0.0000319669%
Arkansas	Tupelo town	0.0000053680%
Arkansas	Turrell city	0.0000941319%
Arkansas	Twin Groves town	0.0001620316%
Arkansas	Tyronza city	0.0003975003%
Arkansas	Ulm town	0.0000009313%
Arkansas	UNION COUNTY	0.0046917236%
Arkansas	Valley Springs town	0.0000339588%
Arkansas	Van Buren city	0.0183193687%
Arkansas	VAN BUREN COUNTY	0.0037801717%
Arkansas	Vandervoort town	0.0000006847%
Arkansas	Victoria town	0.0000056531%
Arkansas	Vilonia city	0.0010747690%
Arkansas	Viola town	0.0000339425%
Arkansas	Wabbaseka town	0.0000856656%
Arkansas	Waldenburg town	0.0000244201%
Arkansas	Waldo city	0.0000295058%
Arkansas	Waldron city	0.0015584934%

Arkansas	Walnut Ridge city	0.0003274424%
Arkansas	Ward city	0.0015389214%
Arkansas	Warren city	0.0013820274%
Arkansas	Washington city	0.0000147581%
Arkansas	WASHINGTON COUNTY	0.0209065699%
Arkansas	Watson city	0.0000005912%
Arkansas	Weiner city	0.0001193852%
Arkansas	Weldon town	0.0000161038%
Arkansas	West Fork city	0.0002893678%
Arkansas	West Memphis city	0.0066452473%
Arkansas	West Point town	0.0000323576%
Arkansas	Western Grove town	0.0000593770%
Arkansas	Wheatley city	0.0000529129%
Arkansas	Whelen Springs town	0.0000024716%
Arkansas	WHITE COUNTY	0.0103586317%
Arkansas	White Hall city	0.0005729236%
Arkansas	Wickes town	0.0000014765%
Arkansas	Widener town	0.0000151190%
Arkansas	Wiederkehr Village city	0.0000165613%
Arkansas	Williford town	0.0000259930%
Arkansas	Willisville town	0.0000040624%
Arkansas	Wilmar city	0.0000187655%
Arkansas	Wilmot city	0.0001781236%
Arkansas	Wilson city	0.0000402046%
Arkansas	Wilton city	0.0000024122%
Arkansas	Winchester town	0.0000115157%
Arkansas	Winslow city	0.0000615827%
Arkansas	Winthrop city	0.0000044797%
Arkansas	WOODRUFF COUNTY	0.0022174094%
Arkansas	Wooster town	0.0000549404%
Arkansas	Wrightsville city	0.0000923956%
Arkansas	Wynne city	0.0015997273%
Arkansas	YELL COUNTY	0.0052144139%
Arkansas	Yellville city	0.0002782636%
Arkansas	Zinc town	0.0000191948%
California	Adelanto city	0.0008882493%
California	Alameda city	0.0075998856%
California	ALAMEDA COUNTY	0.2559720772%
California	Alhambra city	0.0045760908%
California	Aliso Viejo city	0.0015174241%
California	AMADOR COUNTY	0.0248167449%
California	Anaheim city	0.0608226953%
California	Antioch city	0.0040237585%
California	Apple Valley town	0.0027639898%
California	Arcadia city	0.0035685463%
California	Atascadero city	0.0032080978%
California	Azusa city	0.0028104912%

California	Bakersfield city	0.0232887090%
California	Baldwin Park city	0.0029127167%
California	Banning city	0.0019174502%
California	Beaumont city	0.0022810855%
California	Bell city	0.0009168016%
California	Bell Gardens city	0.0015234685%
California	Bellflower city	0.0001930804%
California	Berkeley city	0.0166568725%
California	Beverly Hills city	0.0071297342%
California	Brea city	0.0094490764%
California	Brentwood city	0.0028703253%
California	Buena Park city	0.0095217807%
California	Burbank city	0.0109717390%
California	Burlingame city	0.0020331572%
California	BUTTE COUNTY	0.1772437921%
California	CALAVERAS COUNTY	0.0248352898%
California	Calexico city	0.0020367734%
California	Camarillo city	0.0001708213%
California	Campbell city	0.0015003317%
California	Carlsbad city	0.0140021582%
California	Carson city	0.0021300250%
California	Cathedral City city	0.0073792201%
California	Central California Alliance for Health	0.0266916657%
California	Ceres city	0.0045354445%
California	Cerritos city	0.0005289659%
California	Chico city	0.0237247543%
California	Chino city	0.0070098154%
California	Chino Hills city	0.0000850909%
California	Chula Vista city	0.0207145795%
California	Citrus Heights city	0.0062021578%
California	Claremont city	0.0011007418%
California	Clearlake city	0.0045014978%
California	Clovis city	0.0071472367%
California	Coachella city	0.0023066770%
California	Colton city	0.0033782095%
California	Commission On Medical Care d/b/a Partnership HealthPlan of California	0.0177243792%
California	Compton city	0.0048235741%
California	Concord city	0.0060870571%
California	CONTRA COSTA COUNTY	0.2306963375%
California	Corona city	0.0160893662%
California	Costa Mesa city	0.0136061635%
California	Covina city	0.0030540711%
California	Culver City city	0.0059967767%
California	Cupertino city	0.0008907460%
California	Cypress city	0.0036246978%
California	Daly City city	0.0048501904%

California	Dana Point city	0.0000741129%
California	Danville town	0.0010963899%
California	Davis city	0.0060214571%
California	DEL NORTE COUNTY	0.0125632025%
California	Delano city	0.0033231811%
California	Diamond Bar city	0.0000931956%
California	Downey city	0.0057314563%
California	Downey Unified School District	0.0005731456%
California	Dublin city	0.0035781438%
California	Eastvale city	0.0000365291%
California	El Cajon city	0.0124439476%
California	El Centro city	0.0173615864%
California	EL DORADO COUNTY	0.0842755769%
California	El Monte city	0.0033687768%
California	El Paso de Robles (Paso Robles) city	0.0047113027%
California	Elk Grove city	0.0142222158%
California	Elk Grove Unified School District	0.0014222216%
California	Encinitas city	0.0066563382%
California	Escondido city	0.0158910912%
California	Eureka city	0.0128449145%
California	Fairfield city	0.0119606072%
California	Folsom city	0.0118743635%
California	Fontana city	0.0122700761%
California	Foster City city	0.0022139316%
California	Fountain Valley city	0.0060779064%
California	Fremont city	0.0118439558%
California	Fresno city	0.0435945322%
California	FRESNO COUNTY	0.2079780781%
California	Fullerton city	0.0150569803%
California	Garden Grove city	0.0233591918%
California	Gardena city	0.0037066684%
California	Gilroy city	0.0027043922%
California	Glendale city	0.0182155158%
California	Glendora city	0.0017915746%
California	GLENN COUNTY	0.0117962367%
California	Goleta city	0.0003860609%
California	Hanford city	0.0030129430%
California	Hawthorne city	0.0054361505%
California	Hayward city	0.0128788857%
California	Hemet city	0.0056221248%
California	Hesperia city	0.0038856837%
California	Highland city	0.0003874257%
California	Hollister city	0.0030038519%
California	HUMBOLDT COUNTY	0.1130342639%
California	Huntington Beach city	0.0271246098%
California	Huntington Park city	0.0025413813%
California	IMPERIAL COUNTY	0.0282924075%

California	Indio city	0.0061019526%
California	Inglewood city	0.0065205041%
California	Inland Empire Health Plan	0.0855492569%
California	INYO COUNTY	0.0079672213%
California	Irvine city	0.0152324111%
California	Jurupa Valley city	0.0001199048%
California	KERN COUNTY	0.2762614492%
California	Kern High School District	0.0276261449%
California	KINGS COUNTY	0.0321695502%
California	La Habra city	0.0065586994%
California	La Mesa city	0.0060787579%
California	La Mirada city	0.0010872514%
California	La Puente city	0.0001732373%
California	La Quinta city	0.0068876296%
California	La Verne city	0.0025883137%
California	Laguna Beach city	0.0052068547%
California	Laguna Hills city	0.0015390017%
California	Laguna Niguel city	0.0000942819%
California	LAKE COUNTY	0.0872447848%
California	Lake Elsinore city	0.0023052316%
California	Lake Forest city	0.0013494988%
California	Lakeport city	0.0023546466%
California	Lakewood city	0.0005328676%
California	Lancaster city	0.0049275831%
California	LASSEN COUNTY	0.0350682807%
California	Lassen County (Office of Education)	0.0035068280%
California	Lawndale city	0.0002363354%
California	Lincoln city	0.0034068967%
California	Livermore city	0.0059547113%
California	Local Initiative Health Authority for Los Angeles County (d/ba/ L.A. Care Health Plan)	0.1525375865%
California	Lodi city	0.0058579311%
California	Lompoc city	0.0051901125%
California	Long Beach city	0.0481737573%
California	Los Altos city	0.0013775010%
California	Los Angeles city	0.2980132396%
California	LOS ANGELES COUNTY	1.5253758649%
California	Los Banos city	0.0022012069%
California	Los Gatos town	0.0013759190%
California	Lynwood city	0.0017907950%
California	Madera city	0.0042444906%
California	MADERA COUNTY	0.0383426986%
California	Manhattan Beach city	0.0034747918%
California	Manteca city	0.0059109167%
California	MARIN COUNTY	0.0619002303%
California	MARIPOSA COUNTY	0.0092526094%
California	Martinez city	0.0013142488%

California	MENDOCINO COUNTY	0.0481402889%
California	Menifee city	0.0034776615%
California	Menlo Park city	0.0016822939%
California	Merced city	0.0066748111%
California	MERCED COUNTY	0.0604527826%
California	Milpitas city	0.0039737355%
California	Mission Viejo city	0.0015669110%
California	Modesto city	0.0238427092%
California	MODOC COUNTY	0.0071628715%
California	MONO COUNTY	0.0025620969%
California	Monrovia city	0.0033917402%
California	Montclair city	0.0042934011%
California	Montebello city	0.0033412407%
California	MONTEREY COUNTY	0.0996630588%
California	Monterey Park city	0.0034212824%
California	Montezuma Fire Protection District	0.0083451377%
California	Moorpark city	0.0008976120%
California	Moreno Valley city	0.0150665619%
California	Morgan Hill city	0.0016611193%
California	Mountain View city	0.0044600508%
California	Murrieta city	0.0052531231%
California	Napa city	0.0085677930%
California	NAPA COUNTY	0.0316225160%
California	National City city	0.0087546573%
California	NEVADA COUNTY	0.0483665678%
California	Newark city	0.0029007120%
California	Newport Beach city	0.0195956519%
California	Norwalk city	0.0034419068%
California	Novato city	0.0030634373%
California	Oakland city	0.0533911098%
California	Oakley city	0.0010586309%
California	Oceanside city	0.0233718727%
California	Ontario city	0.0196330430%
California	Orange city	0.0164125778%
California	ORANGE COUNTY	0.4790755825%
California	Orange County (District Attorney)	0.0479075582%
California	Oxnard city	0.0170803246%
California	Pacifica city	0.0017410681%
California	Palm Desert city	0.0090966906%
California	Palm Springs city	0.0083956279%
California	Palmdale city	0.0050094083%
California	Palo Alto city	0.0043063816%
California	Paramount city	0.0012194658%
California	Pasadena city	0.0160021046%
California	Perris city	0.0010234246%
California	Petaluma city	0.0088973433%
California	Pico Rivera city	0.0024437251%

California	Pittsburg city	0.0058164403%
California	Placentia city	0.0031568064%
California	PLACER COUNTY	0.1147008827%
California	Pleasant Hill city	0.0014169524%
California	Pleasant Valley School District of (Board of Education)	0.0240587683%
California	Pleasanton city	0.0073917101%
California	PLUMAS COUNTY	0.0224811636%
California	Pomona city	0.0121554202%
California	Porterville city	0.0022904815%
California	Poway city	0.0068117401%
California	Rancho Cordova city	0.0009020252%
California	Rancho Cucamonga city	0.0091895971%
California	Rancho Palos Verdes city	0.0001685559%
California	Rancho Santa Margarita city	0.0000839626%
California	Redding city	0.0311216065%
California	Redlands city	0.0062533810%
California	Redondo Beach city	0.0067577296%
California	Redwood City city	0.0061782834%
California	Rialto city	0.0080402794%
California	Richmond city	0.0160142915%
California	Riverside city	0.0294079134%
California	RIVERSIDE COUNTY	0.4977124689%
California	Rocklin city	0.0083371971%
California	Rohnert Park city	0.0045419829%
California	Rosemead city	0.0003766860%
California	Roseville city	0.0215474219%
California	Sacramento city	0.0791692938%
California	SACRAMENTO COUNTY	0.4167912570%
California	Salinas city	0.0103511892%
California	SAN BENITO COUNTY	0.0116318680%
California	San Bernardino city	0.0194857124%
California	SAN BERNARDINO COUNTY	0.3577801002%
California	San Bruno city	0.0022947459%
California	San Buenaventura (Ventura) city	0.0093595827%
California	San Carlos city	0.0014514283%
California	San Clemente city	0.0009090473%
California	San Diego city	0.2168255193%
California	SAN DIEGO COUNTY	0.6263583388%
California	San Dimas city	0.0002934119%
California	San Francisco city	0.3322127829%
California	San Gabriel city	0.0019690500%
California	San Jacinto city	0.0011453932%
California	SAN JOAQUIN COUNTY	0.1843956856%
California	San Joaquin Health Plan	0.0373434109%
California	San Jose city	0.0322628441%
California	San Juan Capistrano city	0.0008731647%
California	San Leandro city	0.0042821602%

California	San Leandro Unified School District	0.0004282160%
California	San Luis Obispo city	0.0085018619%
California	SAN LUIS OBISPO COUNTY	0.0895990653%
California	San Marcos city	0.0097821973%
California	San Mateo city	0.0056760319%
California	SAN MATEO COUNTY	0.1178543410%
California	San Pablo city	0.0019838929%
California	San Rafael city	0.0097278679%
California	San Ramon city	0.0023521237%
California	Santa Ana city	0.0550625781%
California	Santa Barbara city	0.0133899287%
California	SANTA BARBARA COUNTY	0.1242896667%
California	Santa Barbara San Luis Obispo Regional Health Authority, d/b/a Central Hospital	0.0213888732%
California	Santa Clara city	0.0073274277%
California	SANTA CLARA COUNTY	0.2638885519%
California	Santa Clara County (District Attorney)	0.0263888552%
California	Santa Clarita city	0.0023748314%
California	Santa Cruz city	0.0157331541%
California	SANTA CRUZ COUNTY	0.0859163380%
California	Santa Maria city	0.0063871423%
California	Santa Monica city	0.0173080787%
California	Santa Rosa city	0.0202479443%
California	Santee city	0.0035776514%
California	Saratoga city	0.0004553891%
California	Seaside city	0.0025562085%
California	SHASTA COUNTY	0.1201839148%
California	Simi Valley city	0.0071049575%
California	SISKIYOU COUNTY	0.0250649011%
California	Siskiyou County (Susanville Elementary School)	0.0025064901%
California	SOLANO COUNTY	0.0834513770%
California	SONOMA COUNTY	0.1337132918%
California	South Gate city	0.0022161970%
California	South San Francisco city	0.0047178377%
California	STANISLAUS COUNTY	0.1890384241%
California	Stanton city	0.0038915967%
California	Stockton city	0.0343878269%
California	Sunnyvale city	0.0057857139%
California	Susanville Elementary School District	0.0035068280%
California	SUTTER COUNTY	0.0335784927%
California	TEHAMA COUNTY	0.0234097018%
California	Temecula city	0.0024003720%
California	Temple City city	0.0005264028%
California	Thousand Oaks city	0.0023978841%
California	Torrance city	0.0122604332%
California	Tracy city	0.0092244181%
California	TRINITY COUNTY	0.0090344457%

California	Tulare city	0.0040290145%
California	TULARE COUNTY	0.0888263530%
California	TUOLUMNE COUNTY	0.0533068389%
California	Turlock city	0.0070906122%
California	Tustin city	0.0080020106%
California	Union City city	0.0046983800%
California	Upland city	0.0056577481%
California	Vacaville city	0.0130159548%
California	Vallejo city	0.0183095384%
California	VENTURA COUNTY	0.2405876823%
California	Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan	0.0240587683%
California	Victorville city	0.0035908509%
California	Visalia city	0.0072760311%
California	Vista city	0.0056667989%
California	Walnut Creek city	0.0028276117%
California	Watsonville city	0.0069329589%
California	West Covina city	0.0053918933%
California	West Hollywood city	0.0014464368%
California	West Sacramento city	0.0072553085%
California	Westminster city	0.0114343919%
California	Whittier city	0.0034733429%
California	Wildomar city	0.0008331438%
California	Woodland city	0.0063701286%
California	YOLO COUNTY	0.0392155864%
California	Yorba Linda city	0.0048280838%
California	Yuba City city	0.0080807681%
California	YUBA COUNTY	0.0235048807%
California	Yucaipa city	0.0017164736%
Colorado	ADAMS COUNTY	0.1191600889%
Colorado	Alamosa city	0.0013800488%
Colorado	ALAMOSA COUNTY	0.0080188952%
Colorado	ARAPAHOE COUNTY	0.0853726729%
Colorado	Arvada city	0.0237592854%
Colorado	Aurora city	0.0793983557%
Colorado	Black Hawk city	0.0004817676%
Colorado	Boulder city	0.0340465979%
Colorado	BOULDER COUNTY	0.0510556951%
Colorado	Brighton city	0.0026009279%
Colorado	Broomfield city	0.0185272722%
Colorado	Castle Rock town	0.0091793789%
Colorado	Centennial city	0.0008817832%
Colorado	CHAFFEE COUNTY	0.0049905961%
Colorado	Colorado Springs city	0.1777192956%
Colorado	Commerce City city	0.0082502295%
Colorado	CONEJOS COUNTY	0.0030085547%
Colorado	CROWLEY COUNTY	0.0013940770%

Colorado	DELTA COUNTY	0.0076848078%
Colorado	Denver city	0.2776000018%
Colorado	DOUGLAS COUNTY	0.0487749696%
Colorado	EAGLE COUNTY	0.0069625968%
Colorado	EL PASO COUNTY	0.0408563393%
Colorado	Englewood city	0.0111664153%
Colorado	Federal Heights city	0.0019976061%
Colorado	Fort Collins city	0.0221182185%
Colorado	Fountain city	0.0021943068%
Colorado	FREMONT COUNTY	0.0111761021%
Colorado	GARFIELD COUNTY	0.0118303837%
Colorado	Grand Junction city	0.0198713499%
Colorado	Greeley city	0.0224397720%
Colorado	Hudson town	0.0000047255%
Colorado	HUERFANO COUNTY	0.0031641242%
Colorado	JEFFERSON COUNTY	0.1132855196%
Colorado	LA PLATA COUNTY	0.0100566555%
Colorado	Lafayette city	0.0035589644%
Colorado	Lakewood city	0.0310194039%
Colorado	LARIMER COUNTY	0.0667695516%
Colorado	LAS ANIMAS COUNTY	0.0090747473%
Colorado	Littleton city	0.0183376488%
Colorado	Longmont city	0.0157503971%
Colorado	Loveland city	0.0279296429%
Colorado	MESA COUNTY	0.0325506369%
Colorado	Mesa County Valley School District 51	0.0032550637%
Colorado	MONTROSE COUNTY	0.0097856557%
Colorado	Northglenn city	0.0036489512%
Colorado	OTERO COUNTY	0.0050476509%
Colorado	Parker town	0.0060076754%
Colorado	Pueblo city	0.0476055605%
Colorado	PUEBLO COUNTY	0.0573998552%
Colorado	Sheridan city	0.0042679237%
Colorado	SUMMIT COUNTY	0.0039705317%
Colorado	TELLER COUNTY	0.0076118597%
Colorado	Thornton city	0.0185592491%
Colorado	Tri-County Health Department	0.0253307731%
Colorado	WELD COUNTY	0.0379735842%
Colorado	Westminster city	0.0220539364%
Colorado	Wheat Ridge city	0.0063614247%
Colorado	Windsor town	0.0016657861%
Connecticut	Ansonia city	0.0076583153%
Connecticut	BEACON FALLS TOWN	0.0028148602%
Connecticut	BERLIN TOWN	0.0075136456%
Connecticut	BETHLEHEM TOWN	0.0001132993%
Connecticut	Bridgeport city	0.0469358809%
Connecticut	Bristol city	0.0192403463%

Connecticut	COVENTRY TOWN	0.0049844992%
Connecticut	Danbury city	0.0166482669%
Connecticut	Derby city	0.0050466092%
Connecticut	EAST HARTFORD TOWN	0.0182170653%
Connecticut	ENFIELD TOWN	0.0132152626%
Connecticut	FAIRFIELD TOWN	0.0204742788%
Connecticut	GLASTONBURY TOWN	0.0150120005%
Connecticut	GREENWICH TOWN	0.0225377884%
Connecticut	GROTON TOWN	0.0181082371%
Connecticut	HAMDEN TOWN	0.0255337461%
Connecticut	Hartford city	0.0767387751%
Connecticut	MANCHESTER TOWN	0.0200672473%
Connecticut	Meriden city	0.0266637813%
Connecticut	MIDDLEBURY TOWN	0.0003976551%
Connecticut	Middletown city	0.0221033410%
Connecticut	Milford city	0.0262415429%
Connecticut	MONROE TOWN	0.0062052133%
Connecticut	Naugatuck borough	0.0153345265%
Connecticut	New Britain city	0.0226758773%
Connecticut	New Haven city	0.0836434038%
Connecticut	New London city	0.0151792321%
Connecticut	NEW MILFORD TOWN	0.0152206435%
Connecticut	NEWINGTON TOWN	0.0102750306%
Connecticut	NEWTOWN TOWN	0.0085846241%
Connecticut	NORTH HAVEN TOWN	0.0114132307%
Connecticut	Norwalk city	0.0229318051%
Connecticut	Norwich city	0.0167674280%
Connecticut	OXFORD TOWN	0.0056977650%
Connecticut	PROSPECT TOWN	0.0044027289%
Connecticut	ROXBURY TOWN	0.0000546341%
Connecticut	SEYMOUR TOWN	0.0076368779%
Connecticut	Shelton city	0.0080689553%
Connecticut	SOUTHBURY TOWN	0.0008383813%
Connecticut	SOUTHINGTON TOWN	0.0139494433%
Connecticut	Stamford city	0.0418788676%
Connecticut	STRATFORD TOWN	0.0131897128%
Connecticut	THOMASTON TOWN	0.0038378522%
Connecticut	TOLLAND TOWN	0.0062551229%
Connecticut	Torrington city	0.0196677603%
Connecticut	TRUMBULL TOWN	0.0109741372%
Connecticut	WALLINGFORD TOWN	0.0221137493%
Connecticut	Waterbury city	0.0665446002%
Connecticut	WEST HARTFORD TOWN	0.0233618055%
Connecticut	West Haven city	0.0202072836%
Connecticut	WETHERSFIELD TOWN	0.0089442754%
Connecticut	WINDHAM TOWN	0.0145629726%
Connecticut	WOLCOTT TOWN	0.0078421957%

Connecticut	WOODBURY TOWN	0.0049153173%
Delaware	Dover city	0.0359118765%
Delaware	KENT COUNTY	0.0201864674%
Delaware	NEW CASTLE COUNTY	0.1530966352%
Delaware	Newark city	0.0132207043%
Delaware	Seaford city	0.0093618394%
Delaware	SUSSEX COUNTY	0.0657241105%
Delaware	Wilmington city	0.1070494305%
Florida	ALACHUA COUNTY	0.0642811626%
Florida	Altamonte Springs city	0.0063605657%
Florida	Apopka city	0.0076052163%
Florida	Aventura city	0.0019260412%
Florida	BAY COUNTY	0.0398015717%
Florida	Boca Raton city	0.0369301982%
Florida	Bonita Springs city	0.0013592911%
Florida	Boynton Beach city	0.0239774906%
Florida	Bradenton city	0.0297221451%
Florida	BRADFORD COUNTY	0.0118460527%
Florida	BREVARD COUNTY	0.1817312381%
Florida	BROWARD COUNTY	0.3102937734%
Florida	CALHOUN COUNTY	0.0030404987%
Florida	Cape Coral city	0.0558902279%
Florida	CHARLOTTE COUNTY	0.0539966685%
Florida	CITRUS COUNTY	0.0727321405%
Florida	CLAY COUNTY	0.0825929852%
Florida	Clearwater city	0.0495873929%
Florida	Clermont city	0.0059384421%
Florida	Coconut Creek city	0.0079115249%
Florida	COLLIER COUNTY	0.1059768660%
Florida	COLUMBIA COUNTY	0.0267459496%
Florida	Cooper City city	0.0057840768%
Florida	Coral Gables city	0.0056153818%
Florida	Coral Springs city	0.0253002500%
Florida	Cutler Bay town	0.0007364735%
Florida	Dania Beach city	0.0013930343%
Florida	Davie town	0.0208814870%
Florida	Daytona Beach city	0.0350125364%
Florida	Daytona Beach Shores city	0.0031091401%
Florida	DE SOTO COUNTY	0.0075793325%
Florida	Deerfield Beach city	0.0158356835%
Florida	DeLand city	0.0077435970%
Florida	Delray Beach city	0.0275251409%
Florida	Deltona city	0.0155936284%
Florida	DIXIE COUNTY	0.0077309193%
Florida	Doral city	0.0010935098%
Florida	Dunedin city	0.0080140217%
Florida	Eatonville town	0.0006513193%

Florida	ESCAMBIA COUNTY	0.0786890827%
Florida	Estero village	0.0009450055%
Florida	FLAGLER COUNTY	0.0218854050%
Florida	Florida City city	0.0003073512%
Florida	Fort Lauderdale city	0.0649768288%
Florida	Fort Myers city	0.0337251410%
Florida	Fort Pierce city	0.0124805735%
Florida	GADSDEN COUNTY	0.0070572633%
Florida	Gainesville city	0.0298526308%
Florida	GILCHRIST COUNTY	0.0047935027%
Florida	Greenacres city	0.0059787592%
Florida	GULF COUNTY	0.0042804916%
Florida	Halifax Hospital Medical Center	0.0133662698%
Florida	Hallandale Beach city	0.0121218596%
Florida	HAMILTON COUNTY	0.0030366123%
Florida	HENDRY COUNTY	0.0095556896%
Florida	HERNANDO COUNTY	0.1132403658%
Florida	Hialeah city	0.0076678150%
Florida	HIGHLANDS COUNTY	0.0225007636%
Florida	HILLSBOROUGH COUNTY	0.5103064545%
Florida	Hollywood city	0.0406927584%
Florida	HOLMES COUNTY	0.0052261975%
Florida	Homestead city	0.0019507091%
Florida	INDIAN RIVER COUNTY	0.0487824172%
Florida	JACKSON COUNTY	0.0058840778%
Florida	Jacksonville-Duval Consolidated Government	0.4123194566%
Florida	Jupiter town	0.0098153202%
Florida	Kissimmee city	0.0127019579%
Florida	LAKE COUNTY	0.0592560368%
Florida	Lake Worth city	0.0091643845%
Florida	Lakeland city	0.0230682170%
Florida	Largo city	0.0292733621%
Florida	Lauderdale Lakes city	0.0048991315%
Florida	Lauderhill city	0.0112951622%
Florida	LEE COUNTY	0.1654785474%
Florida	Lee Memorial Health System, d/b/a Lee Health	0.0165478547%
Florida	LEON COUNTY	0.0368623736%
Florida	LEVY COUNTY	0.0156564686%
Florida	Lynn Haven city	0.0030670885%
Florida	MANATEE COUNTY	0.1722360490%
Florida	Margate city	0.0112404229%
Florida	MARION COUNTY	0.1019912879%
Florida	MARTIN COUNTY	0.0587326834%
Florida	Melbourne city	0.0299705397%
Florida	Miami Beach city	0.0141917389%
Florida	Miami city	0.0229053829%
Florida	Miami Gardens city	0.0031827275%

Florida	Miami Lakes town	0.0006131328%
Florida	MIAMI-DADE COUNTY	0.3350455305%
Florida	Miami-Dade County (School Board)	0.0335045530%
Florida	Miramar city	0.0218481901%
Florida	MONROE COUNTY	0.0258258776%
Florida	NASSAU COUNTY	0.0307215418%
Florida	New Port Richey city	0.0117250587%
Florida	Niceville city	0.0017010943%
Florida	North Broward Hospital District	0.0310293773%
Florida	North Lauderdale city	0.0051686159%
Florida	North Miami Beach city	0.0023775658%
Florida	North Miami city	0.0023765203%
Florida	North Port city	0.0163980472%
Florida	Oakland Park city	0.0078567872%
Florida	Ocala city	0.0288666363%
Florida	Ocoee city	0.0052101590%
Florida	OKALOOSA COUNTY	0.0478818583%
Florida	OKEECHOBEE COUNTY	0.0246069332%
Florida	ORANGE COUNTY	0.2396458291%
Florida	Orlando city	0.0907668936%
Florida	Ormond Beach city	0.0089686452%
Florida	OSCEOLA COUNTY	0.0654984294%
Florida	Oviedo city	0.0080679811%
Florida	Palatka city	0.0036733078%
Florida	Palm Bay city	0.0316690373%
Florida	PALM BEACH COUNTY	0.4343788151%
Florida	Palm Beach Gardens city	0.0182805326%
Florida	Palm Coast city	0.0066383655%
Florida	Palmetto city	0.0041360285%
Florida	Panama City city	0.0121377106%
Florida	Parkland city	0.0035832927%
Florida	PASCO COUNTY	0.3378936536%
Florida	Pembroke Pines city	0.0362076780%
Florida	Pensacola city	0.0258658212%
Florida	PINELLAS COUNTY	0.3556821556%
Florida	Pinellas Park city	0.0196879960%
Florida	Plant City city	0.0081530729%
Florida	Plantation city	0.0167350152%
Florida	POLK COUNTY	0.1218869707%
Florida	Pompano Beach city	0.0262441446%
Florida	Port Orange city	0.0138935057%
Florida	Port St. Lucie city	0.0305728187%
Florida	PUTNAM COUNTY	0.0257555331%
Florida	Putnam County (School Board)	0.0025755533%
Florida	Riviera Beach city	0.0127998765%
Florida	Royal Palm Beach village	0.0038563637%
Florida	Sanford city	0.0128488827%

Florida	SANTA ROSA COUNTY	0.0463535214%
Florida	Sarasota city	0.0378855035%
Florida	SARASOTA COUNTY	0.1505401232%
Florida	Sarasota County Public Hospital District d/b/a Memorial Healthcare System, Inc.	0.0150540124%
Florida	SEMINOLE COUNTY	0.1180259961%
Florida	ST JOHNS COUNTY	0.0513452406%
Florida	ST LUCIE COUNTY	0.0748006079%
Florida	St. Augustine city	0.0036385702%
Florida	St. Cloud city	0.0057762755%
Florida	St. Petersburg city	0.1139499754%
Florida	Stuart city	0.0063541182%
Florida	SUMTER COUNTY	0.0236469801%
Florida	Sunrise city	0.0223794385%
Florida	SUWANNEE COUNTY	0.0125973901%
Florida	Sweetwater city	0.0003219948%
Florida	Tallahassee city	0.0333259849%
Florida	Tamarac city	0.0105214482%
Florida	Tampa city	0.1545578891%
Florida	TAYLOR COUNTY	0.0054736716%
Florida	Titusville city	0.0187796926%
Florida	UNION COUNTY	0.0049776765%
Florida	VOLUSIA COUNTY	0.1336626974%
Florida	WAKULLA COUNTY	0.0089927449%
Florida	WALTON COUNTY	0.0175445406%
Florida	WASHINGTON COUNTY	0.0082071132%
Florida	Wellington village	0.0039259255%
Florida	West Palm Beach city	0.0429693799%
Florida	West Volusia Hospital Authority	0.0133662698%
Florida	Weston city	0.0108456717%
Florida	Winter Garden city	0.0044016648%
Florida	Winter Haven city	0.0075909278%
Florida	Winter Park city	0.0082066131%
Florida	Winter Springs city	0.0048708003%
Georgia	Adel city	0.0016939956%
Georgia	Advantage Behavioral Health Systems	0.0155120882%
Georgia	Albany Area Community Service Board d/b/a Aspire Behavioral Health & Developmental Disability Services	0.0027397483%
Georgia	Albany city	0.0098036794%
Georgia	Alma city	0.0022356127%
Georgia	Alpharetta city	0.0063513487%
Georgia	APPLING COUNTY	0.0045769157%
Georgia	Appling County (Sheriff)	0.0004576916%
Georgia	Arlington city	0.0001793037%
Georgia	Ashburn city	0.0006435551%
Georgia	Athens-Clarke County	0.0428760991%
Georgia	ATKINSON COUNTY	0.0019874015%

Georgia	Atlanta city	0.0901375971%
Georgia	Augusta-Richmond County	0.0856120862%
Georgia	BACON COUNTY	0.0041176051%
Georgia	Bacon County (Hospital Authority)	0.0004117605%
Georgia	Bacon County Hospital Foundation, Inc.	0.0004117605%
Georgia	Bainbridge city	0.0017691641%
Georgia	BALDWIN COUNTY	0.0091276651%
Georgia	Baldwin County (Sheriff)	0.0009127665%
Georgia	BANKS COUNTY	0.0057026883%
Georgia	BARROW COUNTY	0.0213415088%
Georgia	BARTOW COUNTY	0.0315525610%
Georgia	BEN HILL COUNTY	0.0025892918%
Georgia	BERRIEN COUNTY	0.0035280302%
Georgia	BIBB COUNTY	0.0339759481%
Georgia	Bibb County (Sheriff)	0.0033975948%
Georgia	Bibb County School District	0.0033975948%
Georgia	Blackshear city	0.0010839904%
Georgia	Blakely city	0.0004918891%
Georgia	Bleckley County of (Hospital Authority d/b/a Bleckley Memorial Hospital)	0.0003131280%
Georgia	BRANTLEY COUNTY	0.0084452634%
Georgia	Brookhaven city	0.0027799037%
Georgia	BROOKS COUNTY	0.0030231620%
Georgia	Brunswick city	0.0031669053%
Georgia	BRYAN COUNTY	0.0065893467%
Georgia	BULLOCH COUNTY	0.0124117594%
Georgia	BURKE COUNTY	0.0047903085%
Georgia	BUTTS COUNTY	0.0097285466%
Georgia	Calhoun city	0.0055263630%
Georgia	CAMDEN COUNTY	0.0104983129%
Georgia	CANDLER COUNTY	0.0021821983%
Georgia	Candler County of (Hospital Authority)	0.0002182199%
Georgia	Canton city	0.0042789213%
Georgia	CARROLL COUNTY	0.0407408835%
Georgia	Cartersville city	0.0092869690%
Georgia	CATOOSA COUNTY	0.0270925800%
Georgia	Chamblee city	0.0016344103%
Georgia	CHARLTON COUNTY	0.0028813348%
Georgia	CHATHAM COUNTY	0.0407384461%
Georgia	Chatham County of (Hospital Authority)	0.0040738446%
Georgia	Chatsworth city	0.0038063540%
Georgia	CHATTOOGA COUNTY	0.0070776935%
Georgia	CHEROKEE COUNTY	0.0653157569%
Georgia	CLAY COUNTY	0.0006940890%
Georgia	CLAYTON COUNTY	0.0487747478%
Georgia	Clayton County (Community MH/SA/DS Service Board)	0.0048774748%
Georgia	CLINCH COUNTY	0.0013158439%

Georgia	Clinch County of (Hospital Authority)	0.0001315844%
Georgia	COBB COUNTY	0.1795530794%
Georgia	Cobb County (Community Service Board)	0.0179553079%
Georgia	COFFEE COUNTY	0.0120963308%
Georgia	Coffee County (Sheriff)	0.0012096330%
Georgia	COLQUITT COUNTY	0.0074292411%
Georgia	COLUMBIA COUNTY	0.0393007108%
Georgia	Columbus city	0.0565870564%
Georgia	Community Mental Health Center of East Central Georgia d/b/a Serenity Behavioral Health Systems	0.0044091020%
Georgia	Community Service Board of Middle Georgia	0.0043310237%
Georgia	COOK COUNTY	0.0026645155%
Georgia	COWETA COUNTY	0.0289443103%
Georgia	Crawford County (Sheriff)	0.0003626260%
Georgia	CRISP COUNTY	0.0039902676%
Georgia	Crisp County (Sheriff)	0.0003990267%
Georgia	DADE COUNTY	0.0047090339%
Georgia	Dalton city	0.0112635923%
Georgia	Damascus city	0.0000156479%
Georgia	Dawson city	0.0004305894%
Georgia	DAWSON COUNTY	0.0099121506%
Georgia	Dawsonville city	0.0000696690%
Georgia	DECATUR COUNTY	0.0049963638%
Georgia	DEKALB COUNTY	0.1248100450%
Georgia	Demorest city	0.0007250361%
Georgia	Dodge County of (Hospital Authority d/b/a Dodge County Hospital	0.0007345625%
Georgia	DOOLY COUNTY	0.0019483539%
Georgia	Doraville city	0.0018852764%
Georgia	DOUGHERTY COUNTY	0.0140299140%
Georgia	DOUGLAS COUNTY	0.0385155402%
Georgia	Douglasville city	0.0071817201%
Georgia	Dunwoody city	0.0025065999%
Georgia	EARLY COUNTY	0.0013419800%
Georgia	East Point city	0.0069474140%
Georgia	ECHOLS COUNTY	0.0008139736%
Georgia	EFFINGHAM COUNTY	0.0134052093%
Georgia	ELBERT COUNTY	0.0057435969%
Georgia	EMANUEL COUNTY	0.0041480112%
Georgia	EVANS COUNTY	0.0022679546%
Georgia	Evans Memorial Hospital, Inc.	0.0002267954%
Georgia	FANNIN COUNTY	0.0155149381%
Georgia	FAYETTE COUNTY	0.0195585471%
Georgia	Fitzgerald city	0.0017667799%
Georgia	FLOYD COUNTY	0.0304454983%
Georgia	FORSYTH COUNTY	0.0518298976%
Georgia	FULTON COUNTY	0.1034734167%

Georgia	Gainesville city	0.0113019175%
Georgia	Gateway Community Service Board	0.0112289657%
Georgia	Georgia Mountains Community Services d/b/a Avita Community Partners	0.0150049289%
Georgia	Georgia Pines Community Service Board	0.0025785022%
Georgia	GILMER COUNTY	0.0112705150%
Georgia	GLASCOCK COUNTY	0.0008690462%
Georgia	GLYNN COUNTY	0.0247395629%
Georgia	Glynn County (Sheriff)	0.0024739563%
Georgia	GORDON COUNTY	0.0125950164%
Georgia	GRADY COUNTY	0.0031364618%
Georgia	GREENE COUNTY	0.0036484662%
Georgia	GWINNETT COUNTY	0.1516418643%
Georgia	HABERSHAM COUNTY	0.0099659777%
Georgia	Habersham County (Medical Center)	0.0009965978%
Georgia	HALL COUNTY	0.0472500285%
Georgia	HANCOCK COUNTY	0.0014726731%
Georgia	HARRIS COUNTY	0.0049266166%
Georgia	Harris County (Sheriff)	0.0004926617%
Georgia	HEARD COUNTY	0.0035296048%
Georgia	Helen city	0.0014856896%
Georgia	HENRY COUNTY	0.0585567320%
Georgia	Highland Rivers Community Service Board d/b/a Highland Rivers Health	0.0276724680%
Georgia	Hinesville city	0.0079860311%
Georgia	Hospital Authority of Bainbridge and Decatur County	0.0004996364%
Georgia	Hospital Authority of Baxley and Appling County	0.0004576916%
Georgia	HOUSTON COUNTY	0.0246388739%
Georgia	Houston County (Sheriff)	0.0024638874%
Georgia	IRWIN COUNTY	0.0012887879%
Georgia	Jackson city	0.0017638781%
Georgia	JACKSON COUNTY	0.0257966504%
Georgia	JASPER COUNTY	0.0030624498%
Georgia	JEFF DAVIS COUNTY	0.0085199034%
Georgia	Jeff Davis County (Sheriff)	0.0008519904%
Georgia	JEFFERSON COUNTY	0.0034897672%
Georgia	Johns Creek city	0.0056510774%
Georgia	JOHNSON COUNTY	0.0020567094%
Georgia	JONES COUNTY	0.0072443312%
Georgia	Jones County (Sheriff)	0.0007244332%
Georgia	Kennesaw city	0.0044897734%
Georgia	LaGrange city	0.0064252460%
Georgia	Lakeland city	0.0004819257%
Georgia	LANIER COUNTY	0.0017839152%
Georgia	LAURENS COUNTY	0.0158056360%
Georgia	Laurens County (Sheriff)	0.0015805636%
Georgia	Lawrenceville city	0.0051137308%

Georgia	LEE COUNTY	0.0061287781%
Georgia	LIBERTY COUNTY	0.0082352742%
Georgia	LINCOLN COUNTY	0.0028288811%
Georgia	LONG COUNTY	0.0031555078%
Georgia	Lookout Mountain Community Service Board	0.0060345153%
Georgia	LOWNDES COUNTY	0.0187269847%
Georgia	LUMPKIN COUNTY	0.0093376738%
Georgia	MACON COUNTY	0.0019111175%
Georgia	Macon-Bibb County	0.0289167242%
Georgia	MADISON COUNTY	0.0148701019%
Georgia	Marietta city	0.0228308776%
Georgia	McDonough city	0.0024949527%
Georgia	MCDUFFIE COUNTY	0.0051366271%
Georgia	MCINTOSH COUNTY	0.0049279972%
Georgia	MERIWETHER COUNTY	0.0041918092%
Georgia	Meriwether County (Sheriff)	0.0004191810%
Georgia	Middle Flint Area Community Service Board d/b/a Middle Flint Behavioral Healthcare	0.0102145890%
Georgia	Milledgeville city	0.0041720265%
Georgia	Milton city	0.0023042259%
Georgia	MONROE COUNTY	0.0062317035%
Georgia	MONTGOMERY COUNTY	0.0018778984%
Georgia	Moultrie city	0.0035710792%
Georgia	MURRAY COUNTY	0.0170535705%
Georgia	Murray County (Sheriff)	0.0017053571%
Georgia	Nashville city	0.0008942429%
Georgia	New Horizons Community Service Board	0.0067394012%
Georgia	Newnan city	0.0063269892%
Georgia	NEWTON COUNTY	0.0189036551%
Georgia	OCONEE COUNTY	0.0079751282%
Georgia	Oconee County (Sheriff)	0.0007975128%
Georgia	OGLETHORPE COUNTY	0.0044611108%
Georgia	PAULDING COUNTY	0.0513741596%
Georgia	PEACH COUNTY	0.0042176749%
Georgia	Peach County (Sheriff)	0.0004217675%
Georgia	Peachtree City city	0.0068915826%
Georgia	Peachtree Corners city	0.0065176938%
Georgia	PICKENS COUNTY	0.0107179773%
Georgia	PIERCE COUNTY	0.0060391539%
Georgia	Pierce County (Sheriff)	0.0006039154%
Georgia	PIKE COUNTY	0.0030056834%
Georgia	Pineland Behavioral Health and Developmental Disabilities CSB	0.0057496709%
Georgia	POLK COUNTY	0.0138624435%
Georgia	Pooler city	0.0016028892%
Georgia	PULASKI COUNTY	0.0040365067%
Georgia	RABUN COUNTY	0.0075422508%

Georgia	RANDOLPH COUNTY	0.0007449291%
Georgia	Richmond Hill city	0.0022240445%
Georgia	Ringgold city	0.0018184241%
Georgia	River Edge Behavioral Health	0.0152808733%
Georgia	ROCKDALE COUNTY	0.0246740145%
Georgia	Rome city	0.0115470099%
Georgia	Roswell city	0.0065447571%
Georgia	Sandy Springs city	0.0077952412%
Georgia	Satilla Community Services d/b/a Unison Behavioral Health	0.0049630452%
Georgia	Savannah city	0.0349158892%
Georgia	SCHLEY COUNTY	0.0005911619%
Georgia	SCREVEN COUNTY	0.0022716731%
Georgia	Screven County (Sheriff)	0.0002271673%
Georgia	SEMINOLE COUNTY	0.0017010963%
Georgia	Smyrna city	0.0082640274%
Georgia	Snellville city	0.0023553869%
Georgia	South Fulton city	0.0074370008%
Georgia	SPALDING COUNTY	0.0182906609%
Georgia	Springfield city	0.0003874550%
Georgia	Statesboro city	0.0057269332%
Georgia	STEPHENS COUNTY	0.0146059848%
Georgia	Stonecrest city	0.0029828357%
Georgia	SUMTER COUNTY	0.0039494515%
Georgia	TALIAFERRO COUNTY	0.0002012658%
Georgia	TATTNALL COUNTY	0.0065858951%
Georgia	Taylor County Hospital District Health Facilities Corporation d/b/a Taylor Regional Hospital	0.0001843030%
Georgia	TELFAIR COUNTY	0.0041475966%
Georgia	Telfair County (Sheriff)	0.0004147597%
Georgia	THOMAS COUNTY	0.0060315177%
Georgia	TIFT COUNTY	0.0063008032%
Georgia	Tift County (Sheriff)	0.0006300803%
Georgia	Tifton city	0.0043976013%
Georgia	TOOMBS COUNTY	0.0058610066%
Georgia	TOWNS COUNTY	0.0070422967%
Georgia	TROUP COUNTY	0.0118968779%
Georgia	Tucker city	0.0018723162%
Georgia	TWIGGS COUNTY	0.0019243367%
Georgia	UNION COUNTY	0.0083788378%
Georgia	Valdosta and Lowndes County, Hospital Authority of d/b/a South Georgia Medical Center	0.0018726984%
Georgia	Valdosta city	0.0080663858%
Georgia	View Point Health Community Service Board	0.0195219534%
Georgia	Villa Rica city	0.0043374082%
Georgia	WALKER COUNTY	0.0214658465%
Georgia	WALTON COUNTY	0.0240201953%

Georgia	WARE COUNTY	0.0160507640%
Georgia	Ware County (Sheriff)	0.0016050764%
Georgia	Warner Robins city	0.0123245815%
Georgia	WARREN COUNTY	0.0011306565%
Georgia	Warwick city	0.0003206949%
Georgia	WASHINGTON COUNTY	0.0038998285%
Georgia	WAYNE COUNTY	0.0150910758%
Georgia	Wayne County (Sheriff)	0.0015091075%
Georgia	Wayne County of (Hospital Authority)	0.0015091075%
Georgia	WHITE COUNTY	0.0107372138%
Georgia	WHITFIELD COUNTY	0.0232210440%
Georgia	WILCOX COUNTY	0.0018947099%
Georgia	WILKES COUNTY	0.0017358294%
Georgia	WILKINSON COUNTY	0.0018968609%
Georgia	Winder city	0.0062330682%
Georgia	Woodbury city	0.0002646206%
Georgia	Woodstock city	0.0060320052%
Georgia	WORTH COUNTY	0.0023121405%
Hawaii	HAWAII COUNTY	0.0660326088%
Hawaii	Honolulu city	0.2242302904%
Hawaii	KAUAI COUNTY	0.0206067668%
Hawaii	MAUI COUNTY	0.0506003006%
Idaho	ADA COUNTY	0.0727240042%
Idaho	ADAMS COUNTY	0.0007742347%
Idaho	BANNOCK COUNTY	0.0164765884%
Idaho	BINGHAM COUNTY	0.0079891202%
Idaho	BLAINE COUNTY	0.0030373591%
Idaho	Boise City city	0.0698814176%
Idaho	BOISE COUNTY	0.0017779645%
Idaho	BONNER COUNTY	0.0112774070%
Idaho	BONNEVILLE COUNTY	0.0205440205%
Idaho	Caldwell city	0.0065499190%
Idaho	CAMAS COUNTY	0.0002280107%
Idaho	CANYON COUNTY	0.0262014031%
Idaho	CARIBOU COUNTY	0.0019541715%
Idaho	CASSIA COUNTY	0.0039302057%
Idaho	Chubbuck city	0.0026520168%
Idaho	Coeur d'Alene city	0.0151136187%
Idaho	ELMORE COUNTY	0.0046023741%
Idaho	GOODING COUNTY	0.0029372237%
Idaho	Idaho Falls city	0.0212925660%
Idaho	KOOTENAI COUNTY	0.0297453532%
Idaho	LATAH COUNTY	0.0069499632%
Idaho	Lewiston city	0.0110510664%
Idaho	MADISON COUNTY	0.0069811937%
Idaho	Meridian city	0.0131702442%
Idaho	MINIDOKA COUNTY	0.0046803014%

Idaho	Nampa city	0.0182251353%
Idaho	NEZ PERCE COUNTY	0.0069353073%
Idaho	OWYHEE COUNTY	0.0026557454%
Idaho	PAYETTE COUNTY	0.0045136695%
Idaho	Pocatello city	0.0161548970%
Idaho	Post Falls city	0.0037142583%
Idaho	Preston city	0.0008195072%
Idaho	Twin Falls city	0.0099935404%
Idaho	TWIN FALLS COUNTY	0.0160490208%
Illinois	ADAMS COUNTY	0.0105767074%
Illinois	ADDISON TOWNSHIP	0.0001443746%
Illinois	Addison village	0.0066265809%
Illinois	ALEXANDER COUNTY	0.0007440284%
Illinois	ALGONQUIN TOWNSHIP	0.0000823630%
Illinois	Algonquin village	0.0040816000%
Illinois	Anna city	0.0013029157%
Illinois	Arlington Heights village	0.0098055438%
Illinois	Aurora city	0.0417970346%
Illinois	AURORA TOWNSHIP	0.0011152257%
Illinois	AVON TOWNSHIP	0.0000567390%
Illinois	Bartlett village	0.0037505376%
Illinois	Bedford Park village	0.0033634859%
Illinois	Belleville city	0.0103738277%
Illinois	BELLEVILLE TOWNSHIP	0.0001139651%
Illinois	Bellwood village	0.0023556403%
Illinois	Bensenville village	0.0025858141%
Illinois	Benton city	0.0024027863%
Illinois	Berkeley village	0.0005648460%
Illinois	Berwyn city	0.0087030289%
Illinois	BERWYN TOWNSHIP	0.0001449492%
Illinois	BLOOM TOWNSHIP	0.0002305596%
Illinois	BLOOMINGDALE TOWNSHIP	0.0002008318%
Illinois	Bloomington city	0.0155937494%
Illinois	BLOOMINGTON CITY TOWNSHIP	0.0006319591%
Illinois	Bolingbrook village	0.0146869579%
Illinois	BOND COUNTY	0.0042699299%
Illinois	BOONE COUNTY	0.0065621588%
Illinois	BOURBONNAIS TOWNSHIP	0.0000291900%
Illinois	BREMEN TOWNSHIP	0.0000326128%
Illinois	Bridgeview village	0.0018523966%
Illinois	Broadview village	0.0021368592%
Illinois	Buffalo Grove village	0.0075171379%
Illinois	Burbank city	0.0025581158%
Illinois	BUREAU COUNTY	0.0012509170%
Illinois	CALHOUN COUNTY	0.0012170614%
Illinois	Calumet City city	0.0035956308%
Illinois	CAPITAL TOWNSHIP	0.0005548632%

Illinois	Carbondale city	0.0072406425%
Illinois	Carol Stream village	0.0052147265%
Illinois	Carpentersville village	0.0050517077%
Illinois	CASEYVILLE TOWNSHIP	0.0000275596%
Illinois	Champaign city	0.0150084634%
Illinois	CHAMPAIGN CITY TOWNSHIP	0.0000274560%
Illinois	CHAMPAIGN COUNTY	0.0280106039%
Illinois	Chicago city	0.5790149622%
Illinois	Chicago Heights city	0.0045106176%
Illinois	Chicago Public School District 299	0.0579014963%
Illinois	Chicago Ridge village	0.0019441227%
Illinois	CHRISTIAN COUNTY	0.0066067606%
Illinois	Cicero town	0.0103198845%
Illinois	CLINTON COUNTY	0.0049406760%
Illinois	COLES COUNTY	0.0045314168%
Illinois	COLLINSVILLE TOWNSHIP	0.0001325977%
Illinois	COOK COUNTY	0.5022024110%
Illinois	Countryside city	0.0011156516%
Illinois	Crystal Lake city	0.0116976996%
Illinois	Danville city	0.0094799440%
Illinois	Decatur city	0.0172072774%
Illinois	DECATUR TOWNSHIP	0.0001603544%
Illinois	DeKalb city	0.0066602594%
Illinois	DEKALB COUNTY	0.0124345248%
Illinois	DEKALB TOWNSHIP	0.0000999398%
Illinois	Des Plaines city	0.0086090394%
Illinois	Dolton village	0.0022344721%
Illinois	DOWNERS GROVE TOWNSHIP	0.0000499925%
Illinois	Downers Grove village	0.0119425852%
Illinois	DUNDEE TOWNSHIP	0.0000363463%
Illinois	DUPAGE COUNTY	0.0829878437%
Illinois	DUPAGE TOWNSHIP	0.0001153800%
Illinois	East Aurora Public Schools, District 131	0.0041797035%
Illinois	Eddyville village	0.0000059903%
Illinois	EDWARDS COUNTY	0.0017600124%
Illinois	EDWARDSVILLE TOWNSHIP	0.0000545996%
Illinois	EFFINGHAM COUNTY	0.0050707462%
Illinois	ELA TOWNSHIP	0.0003278692%
Illinois	Elgin city	0.0196511459%
Illinois	ELGIN TOWNSHIP	0.0001068122%
Illinois	ELK GROVE TOWNSHIP	0.0002310123%
Illinois	Elk Grove Village village	0.0065111357%
Illinois	Elmhurst city	0.0095468283%
Illinois	Evanston city	0.0099869563%
Illinois	EVANSTON TOWNSHIP	0.0002439218%
Illinois	Evergreen Park village	0.0022140889%
Illinois	Forest Park village	0.0016793650%

Illinois	FRANKFORT TOWNSHIP (WILL)	0.0000159314%
Illinois	FRANKLIN COUNTY	0.0088233637%
Illinois	Franklin Park village	0.0029084839%
Illinois	FREMONT TOWNSHIP	0.0000372862%
Illinois	FULTON COUNTY	0.0079518677%
Illinois	Galesburg city	0.0054583343%
Illinois	GALESBURG CITY TOWNSHIP	0.0000307201%
Illinois	GALLATIN COUNTY	0.0014496072%
Illinois	Glendale Heights village	0.0030995300%
Illinois	Glenview village	0.0058230818%
Illinois	GRAFTON TOWNSHIP	0.0000339141%
Illinois	Granite City city	0.0181771262%
Illinois	GRUNDY COUNTY	0.0122480408%
Illinois	Gurnee village	0.0081598308%
Illinois	HAMILTON COUNTY	0.0011376151%
Illinois	Hanover Park village	0.0053312442%
Illinois	HANOVER TOWNSHIP (COOK)	0.0003723366%
Illinois	HARDIN COUNTY	0.0035342240%
Illinois	HARLEM TOWNSHIP	0.0000507876%
Illinois	Harrisburg city	0.0050513787%
Illinois	Harvey city	0.0020093499%
Illinois	Harwood Heights village	0.0009813467%
Illinois	HENRY COUNTY	0.0078966717%
Illinois	Herrin city	0.0058484414%
Illinois	Hillside village	0.0021764931%
Illinois	Hodgkins village	0.0008615382%
Illinois	Hoffman Estates village	0.0064880346%
Illinois	JACKSON COUNTY	0.0114800010%
Illinois	JASPER COUNTY	0.0018631495%
Illinois	JEFFERSON COUNTY	0.0066304330%
Illinois	JERSEY COUNTY	0.0067765148%
Illinois	JOHNSON COUNTY	0.0026059300%
Illinois	Joliet city	0.0305181927%
Illinois	Joliet Public Schools, District 204	0.0030518193%
Illinois	JOLIET TOWNSHIP	0.0001424150%
Illinois	KANE COUNTY	0.0242597688%
Illinois	Kankakee city	0.0111582081%
Illinois	KANKAKEE COUNTY	0.0155191341%
Illinois	KENDALL COUNTY	0.0115177138%
Illinois	KNOX COUNTY	0.0107439392%
Illinois	La Grange Park village	0.0011358076%
Illinois	LAKE COUNTY	0.0813644708%
Illinois	Lake County (Sheriff)	0.0081364470%
Illinois	LAKE VILLA TOWNSHIP	0.0000154005%
Illinois	LASALLE COUNTY	0.0275403104%
Illinois	LAWRENCE COUNTY	0.0043074388%
Illinois	LEE COUNTY	0.0062762830%

Illinois	LEYDEN TOWNSHIP	0.0001743914%
Illinois	LIBERTYVILLE TOWNSHIP	0.0000636287%
Illinois	LISLE TOWNSHIP	0.0001047257%
Illinois	LIVINGSTON COUNTY	0.0106231367%
Illinois	LOCKPORT TOWNSHIP	0.0000975176%
Illinois	LOGAN COUNTY	0.0052536220%
Illinois	Lombard village	0.0098993597%
Illinois	LYONS TOWNSHIP	0.0008998139%
Illinois	Lyons village	0.0013425863%
Illinois	MACON COUNTY	0.0138292885%
Illinois	MACOUPIN COUNTY	0.0089299502%
Illinois	MADISON COUNTY	0.0523273478%
Illinois	MAINE TOWNSHIP	0.0001574043%
Illinois	Marion city	0.0125840561%
Illinois	MARION COUNTY	0.0033075632%
Illinois	MASSAC COUNTY	0.0022183236%
Illinois	Maywood village	0.0032131026%
Illinois	McCook village	0.0007340288%
Illinois	MCHENRY COUNTY	0.0476833306%
Illinois	MCHENRY TOWNSHIP	0.0001571888%
Illinois	MCLEAN COUNTY	0.0195471719%
Illinois	Melrose Park village	0.0043932998%
Illinois	Merrionette Park village	0.0002815176%
Illinois	Metropolis city	0.0035086639%
Illinois	MILTON TOWNSHIP	0.0001879022%
Illinois	Moline city	0.0087132189%
Illinois	MONROE COUNTY	0.0073771241%
Illinois	MORAIN TOWNSHIP	0.0000360697%
Illinois	MORGAN COUNTY	0.0058161443%
Illinois	Mount Prospect village	0.0063140960%
Illinois	Mundelein village	0.0059283804%
Illinois	Naperville city	0.0284656609%
Illinois	NAPERVILLE TOWNSHIP	0.0000284432%
Illinois	NEW LENOX TOWNSHIP	0.0001226216%
Illinois	NEW TRIER TOWNSHIP	0.0000326128%
Illinois	NILES TOWNSHIP	0.0001401916%
Illinois	Normal town	0.0091662045%
Illinois	NORMAL TOWNSHIP	0.0001054106%
Illinois	North Riverside village	0.0020437751%
Illinois	Northbrook village	0.0052858673%
Illinois	NORTHFIELD TOWNSHIP	0.0001107494%
Illinois	Northlake city	0.0014112096%
Illinois	NUNDA TOWNSHIP	0.0000226100%
Illinois	Oak Lawn village	0.0058878563%
Illinois	OAK PARK TOWNSHIP	0.0010603888%
Illinois	Oak Park village	0.0077522571%
Illinois	OGLE COUNTY	0.0076664528%

Illinois	Orland Fire Protection District	0.0003895781%
Illinois	Orland Park village	0.0038957809%
Illinois	ORLAND TOWNSHIP	0.0001796000%
Illinois	OSWEGO TOWNSHIP	0.0000051467%
Illinois	Oswego village	0.0044365753%
Illinois	PALATINE TOWNSHIP	0.0002364480%
Illinois	Palatine village	0.0080036525%
Illinois	Palos Heights city	0.0010744309%
Illinois	Palos Hills city	0.0009324267%
Illinois	PALOS TOWNSHIP	0.0000747389%
Illinois	Park Ridge city	0.0041346578%
Illinois	Pekin city	0.0125448048%
Illinois	Peoria city	0.0387820793%
Illinois	PEORIA CITY TOWNSHIP	0.0007827450%
Illinois	PEORIA COUNTY	0.0281696218%
Illinois	PIATT COUNTY	0.0035361116%
Illinois	Plainfield village	0.0051917724%
Illinois	POPE COUNTY	0.0013911772%
Illinois	Posen village	0.0005435574%
Illinois	Princeton city	0.0090158063%
Illinois	PROVISO TOWNSHIP	0.0011453210%
Illinois	PULASKI COUNTY	0.0010762483%
Illinois	PUTNAM COUNTY	0.0014061163%
Illinois	Quincy city	0.0103713671%
Illinois	QUINCY TOWNSHIP	0.0000544911%
Illinois	RANDOLPH COUNTY	0.0086119276%
Illinois	RICH TOWNSHIP	0.0001035029%
Illinois	River Forest village	0.0018095923%
Illinois	River Grove village	0.0010533677%
Illinois	Riverside village	0.0009996920%
Illinois	Rock Island city	0.0075872321%
Illinois	ROCK ISLAND COUNTY	0.0146078590%
Illinois	Rockford city	0.0690254129%
Illinois	ROCKFORD TOWNSHIP	0.0008248478%
Illinois	Romeoville village	0.0078675986%
Illinois	SALINE COUNTY	0.0073538677%
Illinois	SANGAMON COUNTY	0.0215982854%
Illinois	SCHAUMBURG TOWNSHIP	0.0005077724%
Illinois	Schaumburg village	0.0109927638%
Illinois	Schiller Park village	0.0022294907%
Illinois	SCHUYLER COUNTY	0.0011344830%
Illinois	Sesser city	0.0004327227%
Illinois	SHELBY COUNTY	0.0035943845%
Illinois	Skokie village	0.0072770974%
Illinois	SOUTH MOLINE TOWNSHIP	0.0000588627%
Illinois	Springfield city	0.0369315519%
Illinois	ST CHARLES TOWNSHIP	0.0000003709%

Illinois	ST CLAIR COUNTY	0.0321657952%
Illinois	ST CLAIR TOWNSHIP	0.0000394785%
Illinois	St. Charles city	0.0076378509%
Illinois	STEPHENSON COUNTY	0.0093376843%
Illinois	STICKNEY TOWNSHIP	0.0011113484%
Illinois	Stone Park village	0.0008939255%
Illinois	Streamwood village	0.0032525108%
Illinois	Streator city	0.0051876915%
Illinois	Summit village	0.0011584560%
Illinois	TAZEWELL COUNTY	0.0166492404%
Illinois	Thornton Fractional High Schools, District 215	0.0000370072%
Illinois	Thornton High Schools, District 205	0.0000370072%
Illinois	THORNTON TOWNSHIP	0.0019515964%
Illinois	Tinley Park village	0.0052574190%
Illinois	TROY TOWNSHIP	0.0000164141%
Illinois	UNION COUNTY	0.0045970800%
Illinois	Urbana city	0.0078250248%
Illinois	VERMILION COUNTY	0.0214475497%
Illinois	WABASH COUNTY	0.0022699998%
Illinois	WARREN TOWNSHIP (LAKE)	0.0000462013%
Illinois	WASHINGTON COUNTY	0.0029676757%
Illinois	Waukegan city	0.0148663425%
Illinois	Waukegan Community Unit School District	0.0018103952%
Illinois	WAUKEGAN TOWNSHIP	0.0007092338%
Illinois	WAYNE TOWNSHIP	0.0000840385%
Illinois	WEST DEERFIELD TOWNSHIP	0.0046573046%
Illinois	West Frankfort city	0.0046514675%
Illinois	West Franklin County (Central Dispatch)	0.0008823364%
Illinois	WHEATLAND TOWNSHIP	0.0000024139%
Illinois	Wheaton city	0.0091227536%
Illinois	WHEELING TOWNSHIP	0.0002894440%
Illinois	Wheeling village	0.0045531965%
Illinois	WHITE COUNTY	0.0031093541%
Illinois	WHITESIDE COUNTY	0.0012345914%
Illinois	WILL COUNTY	0.0929228313%
Illinois	WILLIAMSON COUNTY	0.0137225799%
Illinois	WINFIELD TOWNSHIP	0.0000258573%
Illinois	WINNEBAGO COUNTY	0.0642781334%
Illinois	WOOD RIVER TOWNSHIP	0.0002195111%
Illinois	WOODFORD COUNTY	0.0086617213%
Illinois	Woodridge village	0.0042526020%
Illinois	WORTH TOWNSHIP (COOK)	0.0001506104%
Illinois	YORK TOWNSHIP (DUPAGE)	0.0001254112%
Indiana	ABOITE TOWNSHIP	0.0003479532%
Indiana	ADAMS COUNTY	0.0075988686%
Indiana	ADAMS TOWNSHIP (ALLEN)	0.0001739766%
Indiana	Alexandria city	0.0026225556%

Indiana	ALLEN COUNTY	0.0344879500%
Indiana	Anderson city	0.0341356001%
Indiana	ANDERSON TOWNSHIP (MADISON)	0.0007318386%
Indiana	Atlanta town	0.0000287059%
Indiana	Austin city	0.0005733660%
Indiana	BARTHOLOMEW COUNTY	0.0289747162%
Indiana	Beech Grove city	0.0013446061%
Indiana	BENTON COUNTY	0.0017290895%
Indiana	BLACKFORD COUNTY	0.0059813376%
Indiana	Bloomington city	0.0207106099%
Indiana	BLOOMINGTON TOWNSHIP	0.0017684174%
Indiana	BOONE COUNTY	0.0164460292%
Indiana	Brownstown town	0.0000829931%
Indiana	CALUMET TOWNSHIP	0.0084863768%
Indiana	Carmel city	0.0090745285%
Indiana	CASS COUNTY	0.0082447819%
Indiana	CENTER TOWNSHIP (DELAWARE)	0.0021245611%
Indiana	CENTER TOWNSHIP (HOWARD)	0.0002342990%
Indiana	CENTER TOWNSHIP (LAKE)	0.0000617846%
Indiana	CENTER TOWNSHIP (MARION)	0.0020864762%
Indiana	CENTER TOWNSHIP (PORTER)	0.0004612108%
Indiana	CENTER TOWNSHIP (VANDERBURGH)	0.0010366093%
Indiana	Chandler town	0.0008578329%
Indiana	CLARK COUNTY	0.0475822296%
Indiana	CLAY TOWNSHIP (HAMILTON)	0.0000347741%
Indiana	CLAY TOWNSHIP (ST JOSEPH)	0.0047519442%
Indiana	CLINTON COUNTY	0.0059467853%
Indiana	Columbus city	0.0018865812%
Indiana	COLUMBUS TOWNSHIP	0.0001489528%
Indiana	CONCORD TOWNSHIP (ELKHART)	0.0011778304%
Indiana	Connersville city	0.0114439739%
Indiana	Crown Point city	0.0030761131%
Indiana	Danville town	0.0000974963%
Indiana	DAVISS COUNTY	0.0092177478%
Indiana	DE KALB COUNTY	0.0063882028%
Indiana	DEARBORN COUNTY	0.0234680954%
Indiana	DECATUR TOWNSHIP	0.0015582286%
Indiana	DELAWARE COUNTY	0.0257329855%
Indiana	DELAWARE TOWNSHIP (HAMILTON)	0.0000397423%
Indiana	DUBOIS COUNTY	0.0064226614%
Indiana	Elkhart city	0.0133931000%
Indiana	ELKHART COUNTY	0.0233887565%
Indiana	ELKHART TOWNSHIP (ELKHART)	0.0001870631%
Indiana	Elwood city	0.0052152319%
Indiana	Evansville city	0.0476927984%
Indiana	FAIRFIELD TOWNSHIP (TIPPECANOE)	0.0002352683%
Indiana	FALL CREEK TOWNSHIP (HAMILTON)	0.0001420763%

Indiana	FAYETTE COUNTY	0.0069312323%
Indiana	Fishers city	0.0037565876%
Indiana	FLOYD COUNTY	0.0388480452%
Indiana	Fort Wayne city	0.0674866075%
Indiana	Fort Wayne Community Schools	0.0067486607%
Indiana	Franklin city	0.0026512919%
Indiana	FRANKLIN COUNTY	0.0067111830%
Indiana	FRANKLIN TOWNSHIP (MARION)	0.0001987242%
Indiana	Gary city	0.0180077829%
Indiana	GIBSON COUNTY	0.0060222608%
Indiana	Goshen city	0.0058906278%
Indiana	GRANT COUNTY	0.0171832402%
Indiana	GREENE COUNTY	0.0104700387%
Indiana	Greenwood city	0.0044524053%
Indiana	GUILFORD TOWNSHIP	0.0000112657%
Indiana	HAMILTON COUNTY	0.0492104523%
Indiana	Hammond city	0.0265854701%
Indiana	HANCOCK COUNTY	0.0208205326%
Indiana	HARRISON COUNTY	0.0137689203%
Indiana	HARRISON TOWNSHIP (VIGO)	0.0008460274%
Indiana	Hartford City city	0.0025499614%
Indiana	HENDRICKS COUNTY	0.0367792577%
Indiana	HENRY COUNTY	0.0285721489%
Indiana	HOBART TOWNSHIP	0.0001700449%
Indiana	HOWARD COUNTY	0.0457530818%
Indiana	Huntington city	0.0061392817%
Indiana	HUNTINGTON COUNTY	0.0059768065%
Indiana	Indianapolis city	0.3770837263%
Indiana	JACKSON COUNTY	0.0176701995%
Indiana	Jasper city	0.0022020867%
Indiana	JASPER COUNTY	0.0101374008%
Indiana	JAY COUNTY	0.0076513350%
Indiana	JEFFERSON COUNTY	0.0081565899%
Indiana	Jeffersonville city	0.0043759035%
Indiana	JEFFERSONVILLE TOWNSHIP	0.0001664501%
Indiana	JENNINGS COUNTY	0.0096263477%
Indiana	JOHNSON COUNTY	0.0428352636%
Indiana	KNIGHT TOWNSHIP	0.0004400973%
Indiana	KNOX COUNTY	0.0130359528%
Indiana	Kokomo city	0.0069722568%
Indiana	KOSCIUSKO COUNTY	0.0091938378%
Indiana	LA PORTE COUNTY	0.0164047106%
Indiana	Lafayette city	0.0249864221%
Indiana	LAGRANGE COUNTY	0.0046293824%
Indiana	LAKE COUNTY	0.0327962005%
Indiana	Lawrence city	0.0034894115%
Indiana	LAWRENCE COUNTY	0.0093668109%

Indiana	LAWRENCE TOWNSHIP	0.0005042589%
Indiana	LINCOLN TOWNSHIP (HENDRICKS)	0.0000654300%
Indiana	Logansport city	0.0004543178%
Indiana	Madison city	0.0032325912%
Indiana	MADISON COUNTY	0.0301422742%
Indiana	Marion city	0.0195907832%
Indiana	MARSHALL COUNTY	0.0058916390%
Indiana	Martinsville city	0.0019598749%
Indiana	Merrillville town	0.0026583826%
Indiana	MIAMI COUNTY	0.0049306662%
Indiana	Michigan City city	0.0128176230%
Indiana	Mishawaka city	0.0136699073%
Indiana	MONROE COUNTY	0.0237359811%
Indiana	MONTGOMERY COUNTY	0.0082141715%
Indiana	Montpelier city	0.0005876094%
Indiana	Mooresville town	0.0016773846%
Indiana	MORGAN COUNTY	0.0270307434%
Indiana	Muncie city	0.0282058888%
Indiana	New Albany city	0.0024820288%
Indiana	NEW ALBANY TOWNSHIP	0.0000324173%
Indiana	New Castle city	0.0012970356%
Indiana	NOBLE COUNTY	0.0075113088%
Indiana	Noblesville city	0.0044759124%
Indiana	NOBLESVILLE TOWNSHIP	0.0003310983%
Indiana	NORTH TOWNSHIP (LAKE)	0.0027436780%
Indiana	OHIO TOWNSHIP (WARRICK)	0.0006082998%
Indiana	ORANGE COUNTY	0.0038567587%
Indiana	Pendleton town	0.0018418200%
Indiana	PENN TOWNSHIP (ST JOSEPH)	0.0009576240%
Indiana	Penn-Harris-Madison School Corporation	0.0001087434%
Indiana	PERRY TOWNSHIP (ALLEN)	0.0004535576%
Indiana	PERRY TOWNSHIP (MARION)	0.0000552996%
Indiana	PERRY TOWNSHIP (MONROE)	0.0004796964%
Indiana	Peru city	0.0045074782%
Indiana	PIKE TOWNSHIP (MARION)	0.0039338257%
Indiana	Plainfield town	0.0025203711%
Indiana	PLEASANT TOWNSHIP (JOHNSON)	0.0000420154%
Indiana	Portage city	0.0120814333%
Indiana	PORTAGE TOWNSHIP (PORTER)	0.0016663558%
Indiana	PORTAGE TOWNSHIP (ST JOSEPH)	0.0018634657%
Indiana	PORTER COUNTY	0.0236659579%
Indiana	Portland city	0.0003043311%
Indiana	PULASKI COUNTY	0.0045871072%
Indiana	PUTNAM COUNTY	0.0109569892%
Indiana	Richmond city	0.0170341796%
Indiana	RIPLEY COUNTY	0.0066567082%
Indiana	ROSS TOWNSHIP (LAKE)	0.0000765475%

Indiana	School City of Mishawaka	0.0013669907%
Indiana	SCOTT COUNTY	0.0298577897%
Indiana	Seymour city	0.0011121457%
Indiana	SHELBY COUNTY	0.0010355221%
Indiana	Shelbyville city	0.0134710274%
Indiana	Sheridan town	0.0003002979%
Indiana	Smith-Green Community Schools	0.0000199163%
Indiana	South Bend city	0.0335267769%
Indiana	South Bend Community School Corporation	0.0033526777%
Indiana	ST JOHN TOWNSHIP	0.0003018159%
Indiana	ST JOSEPH COUNTY	0.0247187632%
Indiana	ST JOSEPH TOWNSHIP	0.0004670965%
Indiana	STARKE COUNTY	0.0121743299%
Indiana	STEUBEN COUNTY	0.0047531252%
Indiana	Terre Haute city	0.0251104347%
Indiana	TIPPECANOE COUNTY	0.0230406146%
Indiana	Upland town	0.0003275860%
Indiana	Valparaiso city	0.0111290259%
Indiana	VANDERBURGH COUNTY	0.0424825462%
Indiana	VIGO COUNTY	0.0181964565%
Indiana	WABASH COUNTY	0.0127414607%
Indiana	WABASH TOWNSHIP (TIPPECANOE)	0.0001928284%
Indiana	WARREN TOWNSHIP (MARION)	0.0000835798%
Indiana	WARRICK COUNTY	0.0088383783%
Indiana	WASHINGTON TOWNSHIP (ALLEN)	0.0002579188%
Indiana	WASHINGTON TOWNSHIP (HAMILTON)	0.0000295574%
Indiana	WASHINGTON TOWNSHIP (HENDRICKS)	0.0014076210%
Indiana	WASHINGTON TOWNSHIP (MARION)	0.0001972087%
Indiana	WAYNE COUNTY	0.0174577858%
Indiana	WAYNE TOWNSHIP (ALLEN)	0.0016666536%
Indiana	WAYNE TOWNSHIP (MARION)	0.0050569836%
Indiana	WAYNE TOWNSHIP (WAYNE)	0.0006243323%
Indiana	WEA TOWNSHIP	0.0003358335%
Indiana	West Lafayette city	0.0064481984%
Indiana	Westfield city	0.0027322437%
Indiana	WHITE RIVER TOWNSHIP (JOHNSON)	0.0000154344%
Indiana	WHITLEY COUNTY	0.0066355225%
Indiana	Zionsville town	0.0009277333%
Iowa	ADAIR COUNTY	0.0019704862%
Iowa	ADAMS COUNTY	0.0008013315%
Iowa	ALLAMAKEE COUNTY	0.0006353054%
Iowa	Ames city	0.0140934951%
Iowa	Ankeny city	0.0048249568%
Iowa	APPANOOSE COUNTY	0.0029294869%
Iowa	AUDUBON COUNTY	0.0009520313%
Iowa	BENTON COUNTY	0.0032856407%
Iowa	Bettendorf city	0.0068989830%

Iowa	BLACK HAWK COUNTY	0.0112345733%
Iowa	BREMER COUNTY	0.0009497011%
Iowa	BUCHANAN COUNTY	0.0027950296%
Iowa	BUENA VISTA COUNTY	0.0025248174%
Iowa	CALHOUN COUNTY	0.0011881882%
Iowa	CARROLL COUNTY	0.0023808779%
Iowa	CEDAR COUNTY	0.0021451578%
Iowa	Cedar Falls city	0.0032134736%
Iowa	Cedar Rapids city	0.0242267988%
Iowa	CERRO GORDO COUNTY	0.0070831104%
Iowa	CHEROKEE COUNTY	0.0012546145%
Iowa	CHICKASAW COUNTY	0.0013317756%
Iowa	CLAY COUNTY	0.0001656236%
Iowa	CLAYTON COUNTY	0.0009614050%
Iowa	CLINTON COUNTY	0.0067417877%
Iowa	Council Bluffs city	0.0136018459%
Iowa	DALLAS COUNTY	0.0071291422%
Iowa	Davenport city	0.0352842855%
Iowa	DELAWARE COUNTY	0.0023723541%
Iowa	Des Moines city	0.0613313659%
Iowa	DES MOINES COUNTY	0.0057433460%
Iowa	Dubuque city	0.0100086889%
Iowa	DUBUQUE COUNTY	0.0120038408%
Iowa	EMMET COUNTY	0.0009539934%
Iowa	FAYETTE COUNTY	0.0028802483%
Iowa	FREMONT COUNTY	0.0014767109%
Iowa	HAMILTON COUNTY	0.0026405670%
Iowa	HANCOCK COUNTY	0.0014679805%
Iowa	HARDIN COUNTY	0.0007375187%
Iowa	HARRISON COUNTY	0.0039816236%
Iowa	HENRY COUNTY	0.0034931415%
Iowa	HOWARD COUNTY	0.0013546645%
Iowa	HUMBOLDT COUNTY	0.0015050809%
Iowa	IDA COUNTY	0.0010474156%
Iowa	Iowa City city	0.0130099959%
Iowa	JASPER COUNTY	0.0025274681%
Iowa	JOHNSON COUNTY	0.0152230684%
Iowa	JONES COUNTY	0.0022508399%
Iowa	KEOKUK COUNTY	0.0015493969%
Iowa	LEE COUNTY	0.0077379470%
Iowa	LINN COUNTY	0.0311236052%
Iowa	LYON COUNTY	0.0012369845%
Iowa	MADISON COUNTY	0.0031490836%
Iowa	MAHASKA COUNTY	0.0054395712%
Iowa	Marion city	0.0036655810%
Iowa	MARION COUNTY	0.0059878598%
Iowa	MARSHALL COUNTY	0.0042121166%

Iowa	MILLS COUNTY	0.0029940994%
Iowa	MITCHELL COUNTY	0.0015031955%
Iowa	MONROE COUNTY	0.0015136868%
Iowa	MONTGOMERY COUNTY	0.0041559934%
Iowa	MUSCATINE COUNTY	0.0049424276%
Iowa	O BRIEN COUNTY	0.0013370715%
Iowa	OSCEOLA COUNTY	0.0011593574%
Iowa	PLYMOUTH COUNTY	0.0004550227%
Iowa	POCAHONTAS COUNTY	0.0002076756%
Iowa	POLK COUNTY	0.1024799740%
Iowa	POTTAWATTAMIE COUNTY	0.0147241347%
Iowa	POWESHIEK COUNTY	0.0025782980%
Iowa	SAC COUNTY	0.0015002563%
Iowa	SCOTT COUNTY	0.0280532662%
Iowa	SHELBY COUNTY	0.0022886526%
Iowa	Sioux City city	0.0121973472%
Iowa	SIOUX COUNTY	0.0004517658%
Iowa	STORY COUNTY	0.0035592792%
Iowa	TAMA COUNTY	0.0019875019%
Iowa	TAYLOR COUNTY	0.0011223947%
Iowa	UNION COUNTY	0.0036829356%
Iowa	Urbandale city	0.0041052218%
Iowa	WAPELLO COUNTY	0.0040973654%
Iowa	WARREN COUNTY	0.0066203636%
Iowa	Waterloo city	0.0123392850%
Iowa	WEBSTER COUNTY	0.0085341150%
Iowa	West Des Moines city	0.0091322406%
Iowa	WINNEBAGO COUNTY	0.0012525862%
Iowa	WINNESHIEK COUNTY	0.0029023401%
Iowa	WOODBURY COUNTY	0.0085433643%
Iowa	WORTH COUNTY	0.0016435657%
Iowa	WRIGHT COUNTY	0.0002372479%
Kansas	ALLEN COUNTY	0.0039515240%
Kansas	BARBER COUNTY	0.0012546004%
Kansas	BOURBON COUNTY	0.0023512250%
Kansas	BUTLER COUNTY	0.0150764391%
Kansas	CHEROKEE COUNTY	0.0058651870%
Kansas	COWLEY COUNTY	0.0008433585%
Kansas	CRAWFORD COUNTY	0.0056538413%
Kansas	DICKINSON COUNTY	0.0025815207%
Kansas	DOUGLAS COUNTY	0.0037107991%
Kansas	ELK COUNTY	0.0004539468%
Kansas	Elkhart city	0.0000207000%
Kansas	FINNEY COUNTY	0.0036150452%
Kansas	FORD COUNTY	0.0030466955%
Kansas	GEARY COUNTY	0.0078954745%
Kansas	GRANT COUNTY	0.0009787582%

Kansas	GREENWOOD COUNTY	0.0027057411%
Kansas	HARVEY COUNTY	0.0029425248%
Kansas	Hutchinson city	0.0090033048%
Kansas	JOHNSON COUNTY	0.0803082906%
Kansas	Kansas City city	0.0456614321%
Kansas	Lawrence city	0.0276212294%
Kansas	Leavenworth city	0.0051962297%
Kansas	LEAVENWORTH COUNTY	0.0134536291%
Kansas	Leawood city	0.0049289447%
Kansas	Lenexa city	0.0085655030%
Kansas	LYON COUNTY	0.0058725877%
Kansas	Manhattan city	0.0069777432%
Kansas	Manter city	0.0000011240%
Kansas	MEADE COUNTY	0.0005802648%
Kansas	MIAMI COUNTY	0.0066446934%
Kansas	MONTGOMERY COUNTY	0.0058613230%
Kansas	MORTON COUNTY	0.0018786555%
Kansas	NEOSHO COUNTY	0.0066506693%
Kansas	Olathe city	0.0146340477%
Kansas	Overland Park city	0.0206797540%
Kansas	PRATT COUNTY	0.0026455781%
Kansas	RENO COUNTY	0.0090461988%
Kansas	RILEY COUNTY	0.0089315541%
Kansas	Salina city	0.0116460434%
Kansas	SALINE COUNTY	0.0057317793%
Kansas	SEDGWICK COUNTY	0.1133858474%
Kansas	SEWARD COUNTY	0.0035802573%
Kansas	Shawnee city	0.0071675840%
Kansas	SHAWNEE COUNTY	0.0258436430%
Kansas	STANTON COUNTY	0.0004228968%
Kansas	Topeka city	0.0259932301%
Kansas	Ulysses city	0.0002179049%
Kansas	WABAUNSEE COUNTY	0.0011804268%
Kansas	Wichita city	0.0721314819%
Kentucky	ADAIR COUNTY	0.0046060420%
Kentucky	ALLEN COUNTY	0.0067357403%
Kentucky	ANDERSON COUNTY	0.0080492302%
Kentucky	BALLARD COUNTY	0.0026528606%
Kentucky	BARREN COUNTY	0.0068448743%
Kentucky	BATH COUNTY	0.0029486246%
Kentucky	BELL COUNTY	0.0142674269%
Kentucky	Bellefonte city	0.0005169109%
Kentucky	Benham city	0.0000596788%
Kentucky	BOONE COUNTY	0.0454142867%
Kentucky	BOURBON COUNTY	0.0045239230%
Kentucky	Bowling Green city	0.0149104614%
Kentucky	BOYD COUNTY	0.0198449749%

Kentucky	BOYLE COUNTY	0.0081624042%
Kentucky	BRACKEN COUNTY	0.0022242480%
Kentucky	BREATHITT COUNTY	0.0105820067%
Kentucky	Breathitt County Public Schools	0.0010582006%
Kentucky	BRECKINRIDGE COUNTY	0.0061212367%
Kentucky	Buckhorn city	0.0000368523%
Kentucky	BULLITT COUNTY	0.0201683780%
Kentucky	Bullitt County Public Schools	0.0020168378%
Kentucky	CALDWELL COUNTY	0.0031084089%
Kentucky	CALLOWAY COUNTY	0.0005968271%
Kentucky	CAMPBELL COUNTY	0.0230884521%
Kentucky	Campbellsville city	0.0061563780%
Kentucky	CARLISLE COUNTY	0.0012264997%
Kentucky	CARTER COUNTY	0.0122238542%
Kentucky	CASEY COUNTY	0.0052697074%
Kentucky	CHRISTIAN COUNTY	0.0088124425%
Kentucky	CLARK COUNTY	0.0135820365%
Kentucky	CLAY COUNTY	0.0174140265%
Kentucky	CLINTON COUNTY	0.0087145794%
Kentucky	Columbia city	0.0020922950%
Kentucky	Covington city	0.0381145219%
Kentucky	CUMBERLAND COUNTY	0.0040188706%
Kentucky	DAVIESS COUNTY	0.0249892676%
Kentucky	EDMONSON COUNTY	0.0035279671%
Kentucky	Elizabethtown city	0.0012238772%
Kentucky	ELLIOTT COUNTY	0.0031038018%
Kentucky	ESTILL COUNTY	0.0087773014%
Kentucky	Estill County Emergency Medical Services	0.0008777301%
Kentucky	Estill County Public Schools	0.0008777301%
Kentucky	Fayette County Public Schools	0.0139142793%
Kentucky	FLEMING COUNTY	0.0040233754%
Kentucky	Florence city	0.0164245537%
Kentucky	FLOYD COUNTY	0.0412424875%
Kentucky	Franklin city	0.0023546058%
Kentucky	FRANKLIN COUNTY	0.0098660038%
Kentucky	FULTON COUNTY	0.0010712660%
Kentucky	GALLATIN COUNTY	0.0044241348%
Kentucky	GARRARD COUNTY	0.0056990039%
Kentucky	Georgetown city	0.0047343860%
Kentucky	GRANT COUNTY	0.0118106945%
Kentucky	GRAVES COUNTY	0.0053183126%
Kentucky	Grayson city	0.0031246375%
Kentucky	GREEN COUNTY	0.0016196538%
Kentucky	Greenup city	0.0006991897%
Kentucky	GREENUP COUNTY	0.0125609314%
Kentucky	HANCOCK COUNTY	0.0018793557%
Kentucky	HARDIN COUNTY	0.0348160452%

Kentucky	Harlan city	0.0006839968%
Kentucky	HARLAN COUNTY	0.0192232386%
Kentucky	HARRISON COUNTY	0.0045969604%
Kentucky	Harrison County Public Schools	0.0004596961%
Kentucky	HART COUNTY	0.0041555507%
Kentucky	Hart County Public Schools	0.0004155550%
Kentucky	Henderson city	0.0125468032%
Kentucky	HENDERSON COUNTY	0.0084236116%
Kentucky	HENRY COUNTY	0.0039451786%
Kentucky	HICKMAN COUNTY	0.0010232578%
Kentucky	Hillview city	0.0012436354%
Kentucky	HOPKINS COUNTY	0.0112236139%
Kentucky	Hopkinsville city	0.0125872018%
Kentucky	Hyden city	0.0004636536%
Kentucky	Inez city	0.0002349337%
Kentucky	Jamestown city	0.0002287763%
Kentucky	JEFFERSON COUNTY	0.3179544030%
Kentucky	Jefferson County Public Schools	0.0317954403%
Kentucky	Jenkins city	0.0015307636%
Kentucky	JESSAMINE COUNTY	0.0128047890%
Kentucky	Johnson County Public School District	0.0014227902%
Kentucky	KENTON COUNTY	0.0518511083%
Kentucky	Kentucky River District Health Department	0.0090596175%
Kentucky	KNOTT COUNTY	0.0097565379%
Kentucky	KNOX COUNTY	0.0168936078%
Kentucky	LARUE COUNTY	0.0036042357%
Kentucky	Larue County Public Schools	0.0003604236%
Kentucky	LAUREL COUNTY	0.0204848272%
Kentucky	LAWRENCE COUNTY	0.0099259132%
Kentucky	Lawrence County Public Schools	0.0009925914%
Kentucky	LEE COUNTY	0.0049701006%
Kentucky	LESLIE COUNTY	0.0118185284%
Kentucky	LETCHER COUNTY	0.0123870127%
Kentucky	LEWIS COUNTY	0.0047653502%
Kentucky	Lexington-Fayette urban county	0.1391427926%
Kentucky	LINCOLN COUNTY	0.0088534895%
Kentucky	LOGAN COUNTY	0.0060690182%
Kentucky	London city	0.0043600985%
Kentucky	Loyall city	0.0000737097%
Kentucky	Lynch city	0.0000610286%
Kentucky	MADISON COUNTY	0.0246135396%
Kentucky	Manchester city	0.0040019812%
Kentucky	MARSHALL COUNTY	0.0125340657%
Kentucky	MARTIN COUNTY	0.0101940734%
Kentucky	Martin County Public Schools	0.0010194074%
Kentucky	MASON COUNTY	0.0038703340%
Kentucky	MCCRACKEN COUNTY	0.0075076271%

Kentucky	MCLEAN COUNTY	0.0030490788%
Kentucky	MEADE COUNTY	0.0075810373%
Kentucky	MENIFEE COUNTY	0.0024518335%
Kentucky	Menifee County Public Schools	0.0002451834%
Kentucky	MERCER COUNTY	0.0060187447%
Kentucky	MONROE COUNTY	0.0051170325%
Kentucky	MONTGOMERY COUNTY	0.0118211216%
Kentucky	Morehead city	0.0026161347%
Kentucky	MORGAN COUNTY	0.0011245076%
Kentucky	Morganfield city	0.0024053001%
Kentucky	Mount Washington city	0.0014845489%
Kentucky	MUHLENBERG COUNTY	0.0092764219%
Kentucky	Murray city	0.0128167675%
Kentucky	NELSON COUNTY	0.0104456795%
Kentucky	NICHOLAS COUNTY	0.0016353625%
Kentucky	Nicholasville city	0.0082759457%
Kentucky	OHIO COUNTY	0.0077743926%
Kentucky	OLDHAM COUNTY	0.0152980385%
Kentucky	OWEN COUNTY	0.0039540878%
Kentucky	Owensboro city	0.0113771657%
Kentucky	OWSLEY COUNTY	0.0027955134%
Kentucky	Owsley County Public Schools	0.0002795514%
Kentucky	Paducah city	0.0245424700%
Kentucky	Paintsville city	0.0080970232%
Kentucky	PENDLETON COUNTY	0.0061886190%
Kentucky	PERRY COUNTY	0.0329046833%
Kentucky	PIKE COUNTY	0.0423522417%
Kentucky	Pineville city	0.0016373523%
Kentucky	Pippa Passes city	0.0003348471%
Kentucky	POWELL COUNTY	0.0119004835%
Kentucky	Prestonsburg city	0.0093313026%
Kentucky	PULASKI COUNTY	0.0191285774%
Kentucky	Richmond city	0.0112676509%
Kentucky	ROWAN COUNTY	0.0094245826%
Kentucky	Russell city	0.0032347735%
Kentucky	RUSSELL COUNTY	0.0118724873%
Kentucky	Russell Springs city	0.0003446198%
Kentucky	SCOTT COUNTY	0.0139107691%
Kentucky	SHELBY COUNTY	0.0111447574%
Kentucky	Shepherdsville city	0.0038188067%
Kentucky	South Shore city	0.0001305875%
Kentucky	SPENCER COUNTY	0.0043378828%
Kentucky	TAYLOR COUNTY	0.0042421556%
Kentucky	Taylor County Hospital District Health Facilities Corporation	0.0004242156%
Kentucky	TODD COUNTY	0.0033588142%
Kentucky	UNION COUNTY	0.0045221420%

Kentucky	Vanceburg city	0.0007558232%
Kentucky	Warfield city	0.0000025535%
Kentucky	WARREN COUNTY	0.0218852027%
Kentucky	WASHINGTON COUNTY	0.0025107873%
Kentucky	WAYNE COUNTY	0.0064991290%
Kentucky	WEBSTER COUNTY	0.0046658418%
Kentucky	West Liberty city	0.0037609778%
Kentucky	Whitesburg city	0.0011272564%
Kentucky	WHITLEY COUNTY	0.0351077084%
Kentucky	Winchester city	0.0103294998%
Kentucky	WOLFE COUNTY	0.0053817915%
Kentucky	Wolfe County Public Schools	0.0005381791%
Kentucky	WOODFORD COUNTY	0.0058172485%
Kentucky	Worthington city	0.0005849258%
Louisiana	Abita Springs town	0.0000088244%
Louisiana	ACADIA PARISH	0.0163451970%
Louisiana	Acadia-St. Landry Hospital Service District d/b/a Acadia-St. Landry Hospital	0.0042255811%
Louisiana	Alexandria city	0.0196162110%
Louisiana	Allen Parish (Sheriff)	0.0006064414%
Louisiana	ASCENSION PARISH	0.0311559485%
Louisiana	Ascension Parish (Sheriff)	0.0031155948%
Louisiana	Ascension Parish School Board	0.0031155948%
Louisiana	ASSUMPTION PARISH	0.0059235350%
Louisiana	Assumption Parish (Sheriff)	0.0005923535%
Louisiana	AVOYELLES PARISH	0.0109578212%
Louisiana	Avoyelles Parish (Sheriff)	0.0010957821%
Louisiana	Baldwin town	0.0001768655%
Louisiana	Bastrop city	0.0009441768%
Louisiana	Baton Rouge city	0.1457851438%
Louisiana	BEAUREGARD PARISH	0.0096237231%
Louisiana	Benton Fire District No. 4	0.0000148260%
Louisiana	Benton town	0.0001482607%
Louisiana	Berwick town	0.0004659114%
Louisiana	Bienville Parish (Sheriff)	0.0002638142%
Louisiana	Bogalusa city	0.0051521017%
Louisiana	Bossier City city	0.0127083126%
Louisiana	BOSSIER PARISH	0.0160850132%
Louisiana	Bossier Parish Emergency Medical Services Ambulance District	0.0016085013%
Louisiana	Caddo Fire Protection District No. 1	0.0034260327%
Louisiana	CADDO PARISH	0.0342603274%
Louisiana	CALCASIEU PARISH	0.0451576953%
Louisiana	Calcasieu Parish (Sheriff)	0.0045157696%
Louisiana	CALDWELL PARISH	0.0029240252%
Louisiana	CAMERON PARISH	0.0016805554%
Louisiana	CATAHOULA PARISH	0.0034041298%

Louisiana	Catahoula Parish (Sheriff)	0.0003404129%
Louisiana	CLAIBORNE PARISH	0.0017304808%
Louisiana	CONCORDIA PARISH	0.0045176268%
Louisiana	Concordia Parish (Sheriff)	0.0004517627%
Louisiana	Covington city	0.0052436030%
Louisiana	DE SOTO PARISH	0.0050813794%
Louisiana	Delhi town	0.0000514516%
Louisiana	DeSoto Fire Protection District No. 8	0.0005081380%
Louisiana	Donaldsonville city	0.0011330755%
Louisiana	East Baton Rouge Parish (Clerk of Court Office)	0.0145785144%
Louisiana	East Baton Rouge Parish (Sheriff)	0.0145785144%
Louisiana	EAST CARROLL PARISH	0.0012383030%
Louisiana	East Carroll Parish (Sheriff)	0.0001238303%
Louisiana	Eunice city	0.0010501453%
Louisiana	EVANGELINE PARISH	0.0014415113%
Louisiana	Evangeline Parish (Sheriff)	0.0001441511%
Louisiana	Ferriday town	0.0001767904%
Louisiana	Franklin city	0.0007179523%
Louisiana	FRANKLIN PARISH	0.0040869084%
Louisiana	Gramercy town	0.0000700408%
Louisiana	GRANT PARISH	0.0045033004%
Louisiana	Grant Parish (Sheriff)	0.0004503301%
Louisiana	Gretna city	0.0033680546%
Louisiana	Hospital Service District No. 1 of The Parish of Avoyelles, State of Louisiana	0.0010957821%
Louisiana	Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana. d/b/a Hardtner Medical Center	0.0005628561%
Louisiana	IBERIA PARISH	0.0190096787%
Louisiana	Iberia Parish (Sheriff)	0.0019009679%
Louisiana	Iberia Parish School Board	0.0019009679%
Louisiana	IBERVILLE PARISH	0.0085297698%
Louisiana	JACKSON PARISH	0.0035727502%
Louisiana	Jackson Parish (Sheriff)	0.0003572751%
Louisiana	Jean Lafitte town	0.0001125917%
Louisiana	JEFFERSON DAVIS PARISH	0.0067269887%
Louisiana	Jefferson Davis Parish (Sheriff)	0.0006726989%
Louisiana	JEFFERSON PARISH	0.2036136061%
Louisiana	Jefferson Parish (Coroner's Office)	0.0203613607%
Louisiana	Jefferson Parish (Sheriff)	0.0203613607%
Louisiana	Jefferson Parish Hospital Service District 1	0.0203613607%
Louisiana	Jefferson Parish Hospital Service District 2	0.0203613607%
Louisiana	Kenner city	0.0056998195%
Louisiana	Lafayette city	0.0786820205%
Louisiana	Lafayette Parish (Sheriff)	0.0078682020%
Louisiana	LAFOURCHE PARISH	0.0281477941%
Louisiana	LaFourche Parish School Board	0.0028147794%
Louisiana	Lake Charles city	0.0144272983%

Louisiana	Lake Providence town	0.0000575718%
Louisiana	LASALLE PARISH	0.0056285617%
Louisiana	LINCOLN PARISH	0.0039388675%
Louisiana	Lincoln Parish (Sheriff)	0.0003938868%
Louisiana	LIVINGSTON PARISH	0.0575795319%
Louisiana	Livingston Parish (Sheriff)	0.0057579532%
Louisiana	Lutcher town	0.0000195075%
Louisiana	Madisonville town	0.0003331022%
Louisiana	Mandeville city	0.0039744318%
Louisiana	Monroe city	0.0147322496%
Louisiana	MOREHOUSE PARISH	0.0062871730%
Louisiana	Morehouse Parish (Sheriff)	0.0006287173%
Louisiana	Morgan City city	0.0025900500%
Louisiana	Natchitoches city	0.0014683791%
Louisiana	NATCHITOCHE PARISH	0.0066240996%
Louisiana	New Iberia city	0.0020186214%
Louisiana	New Orleans city / Orleans Parish	0.1026624902%
Louisiana	New Roads city	0.0002963055%
Louisiana	North Caddo Hospital Service District d/b/a North Caddo Medical Center	0.0034260327%
Louisiana	Opelousas city	0.0023909417%
Louisiana	Opelousas General Hospital Authority, a Louisiana Public Trust d/b/a Opelousas General Health System	0.0002390942%
Louisiana	Orleans Parish (Sheriff)	0.0102662490%
Louisiana	Orleans Parish Hospital Service District - District A	0.0102662490%
Louisiana	OUACHITA PARISH	0.0216946818%
Louisiana	Ouachita Parish (Sheriff)	0.0021694681%
Louisiana	Patterson city	0.0007269850%
Louisiana	Pearl River town	0.0005882600%
Louisiana	Pineville city	0.0061819068%
Louisiana	POINTE COUPEE PARISH	0.0058574815%
Louisiana	Pointe Coupee Parish Health Services District Number 1	0.0005857482%
Louisiana	Prevost Memorial Hospital	0.0031155948%
Louisiana	RAPIDES PARISH	0.0260429237%
Louisiana	Rapides Parish (District Attorney)	0.0026042923%
Louisiana	Rapides Parish (Sheriff)	0.0026042923%
Louisiana	Red River Fire Protection District	0.0001757772%
Louisiana	RED RIVER PARISH	0.0017577716%
Louisiana	RICHLAND PARISH	0.0037636446%
Louisiana	Richland Parish (Sheriff)	0.0003763645%
Louisiana	Richwood town	0.0001131104%
Louisiana	SABINE PARISH	0.0047251988%
Louisiana	Sabine Parish (Sheriff)	0.0004725199%
Louisiana	Shreveport city	0.0384266378%
Louisiana	Slidell city	0.0120299184%
Louisiana	ST BERNARD PARISH	0.0288341592%
Louisiana	ST CHARLES PARISH	0.0191353098%

Louisiana	ST JAMES PARISH	0.0045783543%
Louisiana	ST JOHN THE BAPTIST PARISH	0.0128652154%
Louisiana	ST LANDRY PARISH	0.0259106138%
Louisiana	ST MARTIN PARISH	0.0106759339%
Louisiana	ST MARY PARISH	0.0125452367%
Louisiana	ST TAMMANY PARISH	0.1053029676%
Louisiana	St. Bernard Parish (Coroner)	0.0028834159%
Louisiana	St. Bernard Parish (Sheriff)	0.0028834159%
Louisiana	St. Bernard Parish School Board	0.0028834159%
Louisiana	St. Charles Parish (Sheriff)	0.0019135310%
Louisiana	St. James Parish School Board	0.0004578354%
Louisiana	St. Landry Parish (Sheriff)	0.0025910613%
Louisiana	St. Martinville city	0.0011349975%
Louisiana	St. Mary Parish (Sheriff)	0.0012545236%
Louisiana	St. Mary Parish School Board	0.0012545236%
Louisiana	St. Tammany Fire Protection District No. 1	0.0012029919%
Louisiana	St. Tammany Fire Protection District No. 12	0.0005243603%
Louisiana	St. Tammany Fire Protection District No. 13	0.0004355036%
Louisiana	St. Tammany Fire Protection District No. 2	0.0000333102%
Louisiana	St. Tammany Fire Protection District No. 3	0.0004355036%
Louisiana	St. Tammany Fire Protection District No. 4	0.0003974432%
Louisiana	St. Tammany Fire Protection District No. 5	0.0000194127%
Louisiana	St. Tammany Parish (District Attorney)	0.0105302967%
Louisiana	St. Tammany Parish (Coroner's Office)	0.0105302967%
Louisiana	St. Tammany Parish (Sheriff)	0.0105302967%
Louisiana	TANGIPAHOA PARISH	0.0519081478%
Louisiana	Tensas Parish	0.0008865895%
Louisiana	Tensas Parish (Sheriff)	0.0000886589%
Louisiana	Terrebonne Parish (Sheriff)	0.0037758046%
Louisiana	Terrebonne Parish Consolidated Government	0.0377580458%
Louisiana	UNION PARISH	0.0044826432%
Louisiana	Union Parish (Sheriff)	0.0004482643%
Louisiana	VERMILION PARISH	0.0137092619%
Louisiana	VERNON PARISH	0.0105124092%
Louisiana	Vernon Parish (Sheriff)	0.0010512409%
Louisiana	WASHINGTON PARISH	0.0213262817%
Louisiana	Washington Parish (District Attorney)	0.0021326282%
Louisiana	Washington Parish (Sheriff)	0.0021326282%
Louisiana	WEBSTER PARISH	0.0074666639%
Louisiana	West Ascension Parish Hospital Service District dba Prevost Memorial Hospital	0.0031155948%
Louisiana	West Baton Rouge Fire Protection District No. 1	0.0006952303%
Louisiana	WEST BATON ROUGE PARISH	0.0069523026%
Louisiana	WEST CARROLL PARISH	0.0024360508%
Louisiana	West Carroll Parish (Sheriff)	0.0002436051%
Louisiana	West Monroe city	0.0028228990%
Louisiana	Westwego city	0.0013932037%

Louisiana	WINN PARISH	0.0031483486%
Louisiana	Winn Parish District Attorney	0.0003148349%
Maine	ANDROSCOGGIN COUNTY	0.0023438251%
Maine	AROOSTOOK COUNTY	0.0016526594%
Maine	Auburn city	0.0154908306%
Maine	Augusta city	0.0216770725%
Maine	Bangor city	0.0306729490%
Maine	Bangor School Department	0.0019645950%
Maine	Biddeford city	0.0161454323%
Maine	Calais city	0.0049325376%
Maine	Cape Elizabeth School District	0.0019645950%
Maine	CUMBERLAND COUNTY	0.0064926057%
Maine	Ellsworth School Department	0.0019645950%
Maine	FRANKLIN COUNTY	0.0041647568%
Maine	HANCOCK COUNTY	0.0016122910%
Maine	KENNEBEC COUNTY	0.0054149435%
Maine	KNOX COUNTY	0.0046393139%
Maine	Lewiston city	0.0256090881%
Maine	LINCOLN COUNTY	0.0010754443%
Maine	Maine Regional School Unit 10	0.0019645950%
Maine	Maine Regional School Unit 13	0.0019645950%
Maine	Maine Regional School Unit 25	0.0019645950%
Maine	Maine Regional School Unit 26	0.0019645950%
Maine	Maine Regional School Unit 29	0.0019645950%
Maine	Maine Regional School Unit 34	0.0019645950%
Maine	Maine Regional School Unit 40	0.0019645950%
Maine	Maine Regional School Unit 50	0.0019645950%
Maine	Maine Regional School Unit 57	0.0019645950%
Maine	Maine Regional School Unit 60	0.0019645950%
Maine	Maine Regional School Unit 71	0.0019645950%
Maine	Maine Regional School Unit 9	0.0019645950%
Maine	Maine School Administrative District 11	0.0019645950%
Maine	Maine School Administrative District 15	0.0019645950%
Maine	Maine School Administrative District 28/Five Town Central School District	0.0019645950%
Maine	Maine School Administrative District 35	0.0019645950%
Maine	Maine School Administrative District 44	0.0019645950%
Maine	Maine School Administrative District 53	0.0019645950%
Maine	Maine School Administrative District 55	0.0019645950%
Maine	Maine School Administrative District 6	0.0019645950%
Maine	Maine School Administrative District 61	0.0019645950%
Maine	Maine School Administrative District 72	0.0019645950%
Maine	OXFORD COUNTY	0.0059847768%
Maine	PENOBSCOT COUNTY	0.0053563341%
Maine	Portland city	0.0424446956%
Maine	Portland School Department	0.0042444695%
Maine	Rockland city	0.0036449510%

Maine	Saco city	0.0025735319%
Maine	SAGADAHOC COUNTY	0.0035931420%
Maine	Sanford city	0.0158591231%
Maine	Scarborough School District	0.0010823211%
Maine	SOMERSET COUNTY	0.0110179770%
Maine	South Portland School Department	0.0013128991%
Maine	St. George Municipal School District	0.0000146554%
Maine	WALDO COUNTY	0.0045495991%
Maine	WASHINGTON COUNTY	0.0016662052%
Maine	Waterville city	0.0165808724%
Maine	Waterville School Department	0.0002266840%
Maine	YORK COUNTY	0.0060474515%
Maryland	Aberdeen city	0.0008760988%
Maryland	ALLEGANY COUNTY	0.0376398069%
Maryland	Annapolis city	0.0056712668%
Maryland	ANNE ARUNDEL COUNTY	0.2252530149%
Maryland	Baltimore city	0.4934454304%
Maryland	BALTIMORE COUNTY	0.4172914843%
Maryland	Baltimore Public School District	0.0493445431%
Maryland	Bel Air town	0.0007575793%
Maryland	Berlin town	0.0002567129%
Maryland	Bowie city	0.0006187058%
Maryland	CALVERT COUNTY	0.0396234793%
Maryland	Cambridge city	0.0004623677%
Maryland	CAROLINE COUNTY	0.0131674771%
Maryland	CARROLL COUNTY	0.0689067890%
Maryland	CECIL COUNTY	0.0888450075%
Maryland	CHARLES COUNTY	0.0460749568%
Maryland	Charlestown town	0.0000325405%
Maryland	College Park city	0.0001182906%
Maryland	Cottage City town	0.0000375354%
Maryland	Cumberland city	0.0038238786%
Maryland	DORCHESTER COUNTY	0.0091593022%
Maryland	Forest Heights town	0.0000348097%
Maryland	Frederick city	0.0035977002%
Maryland	FREDERICK COUNTY	0.0816858167%
Maryland	Frostburg city	0.0004575091%
Maryland	Gaithersburg city	0.0005733399%
Maryland	GARRETT COUNTY	0.0082449496%
Maryland	Grantsville town	0.0000051868%
Maryland	Hagerstown city	0.0042990531%
Maryland	HARFORD COUNTY	0.1221053079%
Maryland	Havre de Grace city	0.0010763564%
Maryland	HOWARD COUNTY	0.0763472956%
Maryland	Laurel city	0.0007062354%
Maryland	MONTGOMERY COUNTY	0.2009941797%
Maryland	Mount Rainier city	0.0002064434%

Maryland	Mountain Lake Park town	0.0000023605%
Maryland	North Brentwood town	0.0000015574%
Maryland	North East town	0.0004319774%
Maryland	Oakland town	0.0000276779%
Maryland	Perryville town	0.0004327911%
Maryland	PRINCE GEORGES COUNTY	0.1664648616%
Maryland	QUEEN ANNES COUNTY	0.0172039663%
Maryland	Rockville city	0.0014360019%
Maryland	Salisbury city	0.0031674429%
Maryland	Seat Pleasant city	0.0000943056%
Maryland	SOMERSET COUNTY	0.0086199398%
Maryland	ST MARYS COUNTY	0.0321493406%
Maryland	TALBOT COUNTY	0.0112889205%
Maryland	Upper Marlboro town	0.0000221934%
Maryland	Vienna town	0.0000037195%
Maryland	WASHINGTON COUNTY	0.0713762318%
Maryland	Westminster city	0.0010342375%
Maryland	WICOMICO COUNTY	0.0387033564%
Maryland	WORCESTER COUNTY	0.0186082627%
Massachusetts	ACUSHNET TOWN	0.0039687351%
Massachusetts	Agawam Town city	0.0111366854%
Massachusetts	Amesbury Town city	0.0066199870%
Massachusetts	AMHERST TOWN	0.0094284307%
Massachusetts	ANDOVER TOWN	0.0182180165%
Massachusetts	AQUINNAH TOWN	0.0001264356%
Massachusetts	ARLINGTON TOWN	0.0085931228%
Massachusetts	ATHOL TOWN	0.0009222452%
Massachusetts	Attleboro city	0.0240006027%
Massachusetts	AUBURN TOWN	0.0077888877%
Massachusetts	AYER TOWN	0.0004596633%
Massachusetts	BARNSTABLE COUNTY	0.0016402288%
Massachusetts	Barnstable Town city	0.0220027964%
Massachusetts	BELCHERTOWN TOWN	0.0089587605%
Massachusetts	Beverly city	0.0123156937%
Massachusetts	BILLERICA TOWN	0.0099286313%
Massachusetts	Boston city	0.2712872304%
Massachusetts	Boston Housing Authority	0.0271287230%
Massachusetts	Boston Public Health Commission	0.0271287230%
Massachusetts	Braintree Town city	0.0114324849%
Massachusetts	BREWSTER TOWN	0.0032945792%
Massachusetts	BRIDGEWATER TOWN	0.0014631618%
Massachusetts	BRISTOL COUNTY	0.0026036196%
Massachusetts	Brockton city	0.0543005075%
Massachusetts	BROOKLINE TOWN	0.0211477890%
Massachusetts	Cambridge city	0.1104300443%
Massachusetts	CANTON TOWN	0.0074635458%
Massachusetts	CARVER TOWN	0.0055903935%

Massachusetts	CHARLTON TOWN	0.0007832775%
Massachusetts	CHELMSFORD TOWN	0.0081119382%
Massachusetts	Chelsea city	0.0134300671%
Massachusetts	Chicopee city	0.0226148896%
Massachusetts	CLARKSBURG TOWN	0.0007795348%
Massachusetts	CLINTON TOWN	0.0060833650%
Massachusetts	DANVERS TOWN	0.0103555786%
Massachusetts	DARTMOUTH TOWN	0.0141222162%
Massachusetts	DEDHAM TOWN	0.0081791479%
Massachusetts	DENNIS TOWN	0.0024884554%
Massachusetts	DOUGLAS TOWN	0.0042557173%
Massachusetts	DRACUT TOWN	0.0052475631%
Massachusetts	DUDLEY TOWN	0.0004601251%
Massachusetts	EAST BRIDGEWATER TOWN	0.0059199872%
Massachusetts	EASTHAM TOWN	0.0020183879%
Massachusetts	Easthampton Town city	0.0068495583%
Massachusetts	EASTON TOWN	0.0145607570%
Massachusetts	Everett city	0.0112042119%
Massachusetts	FAIRHAVEN TOWN	0.0083754351%
Massachusetts	Fall River city	0.0540069674%
Massachusetts	FALMOUTH TOWN	0.0170127910%
Massachusetts	Fitchburg city	0.0177330060%
Massachusetts	FRAMINGHAM TOWN	0.0177039602%
Massachusetts	Franklin Town city	0.0115594227%
Massachusetts	FREETOWN TOWN	0.0008903184%
Massachusetts	GEORGETOWN TOWN	0.0034912410%
Massachusetts	Gloucester city	0.0108224819%
Massachusetts	GRAFTON TOWN	0.0071507841%
Massachusetts	Greenfield Town city	0.0116009776%
Massachusetts	HANSON TOWN	0.0007852578%
Massachusetts	Haverhill city	0.0208860870%
Massachusetts	HOLLISTON TOWN	0.0042890563%
Massachusetts	Holyoke city	0.0247892006%
Massachusetts	HOPEDALE TOWN	0.0035198720%
Massachusetts	HULL TOWN	0.0050140356%
Massachusetts	KINGSTON TOWN	0.0035123636%
Massachusetts	LAKEVILLE TOWN	0.0005187013%
Massachusetts	Lawrence city	0.0378554248%
Massachusetts	LEICESTER TOWN	0.0049408076%
Massachusetts	Leominster city	0.0202694589%
Massachusetts	LEVERETT TOWN	0.0010140262%
Massachusetts	LEXINGTON TOWN	0.0130578781%
Massachusetts	LONGMEADOW TOWN	0.0076745559%
Massachusetts	Lowell city	0.0262712577%
Massachusetts	LUDLOW TOWN	0.0078042323%
Massachusetts	LUNENBURG TOWN	0.0049155409%
Massachusetts	Lynn city	0.0408275591%

Massachusetts	LYNNFIELD TOWN	0.0059843830%
Massachusetts	Malden city	0.0119519246%
Massachusetts	MARBLEHEAD TOWN	0.0089411312%
Massachusetts	Marlborough city	0.0094089299%
Massachusetts	MARSHFIELD TOWN	0.0126465318%
Massachusetts	MASHPEE TOWN	0.0088724891%
Massachusetts	MATTAPOISETT TOWN	0.0021640853%
Massachusetts	Medford city	0.0101884270%
Massachusetts	Melrose city	0.0058900997%
Massachusetts	Methuen Town city	0.0183372605%
Massachusetts	MIDDLEBOROUGH TOWN	0.0100889564%
Massachusetts	MILFORD TOWN	0.0136554874%
Massachusetts	MILLBURY TOWN	0.0059822967%
Massachusetts	MILLIS TOWN	0.0025644126%
Massachusetts	NANTUCKET TOWN	0.0028273873%
Massachusetts	NATICK TOWN	0.0087764364%
Massachusetts	NEEDHAM TOWN	0.0126042425%
Massachusetts	New Bedford city	0.0605770184%
Massachusetts	Newburyport city	0.0074530489%
Massachusetts	Newton city	0.0258772602%
Massachusetts	NORFOLK COUNTY	0.0014441028%
Massachusetts	North Adams city	0.0087943207%
Massachusetts	NORTH ANDOVER TOWN	0.0115287900%
Massachusetts	NORTH ATTLEBOROUGH TOWN	0.0163385157%
Massachusetts	NORTH READING TOWN	0.0042686400%
Massachusetts	Northampton city	0.0138651270%
Massachusetts	NORTHBRIDGE TOWN	0.0072412145%
Massachusetts	NORTON TOWN	0.0117059268%
Massachusetts	NORWELL TOWN	0.0070634520%
Massachusetts	NORWOOD TOWN	0.0087522744%
Massachusetts	ORANGE TOWN	0.0035311756%
Massachusetts	OXFORD TOWN	0.0059922700%
Massachusetts	Palmer Town city	0.0041596981%
Massachusetts	Peabody city	0.0183724293%
Massachusetts	PEMBROKE TOWN	0.0086905515%
Massachusetts	Pittsfield city	0.0296044009%
Massachusetts	PLAINVILLE TOWN	0.0018929309%
Massachusetts	PLYMOUTH COUNTY	0.0000230194%
Massachusetts	PLYMOUTH TOWN	0.0275143772%
Massachusetts	PROVINCETOWN TOWN	0.0022956532%
Massachusetts	Quincy city	0.0263607498%
Massachusetts	RANDOLPH TOWN	0.0090231536%
Massachusetts	REHOBOTH TOWN	0.0008793827%
Massachusetts	Revere city	0.0147610959%
Massachusetts	ROCKLAND TOWN	0.0078190223%
Massachusetts	Salem city	0.0160424920%
Massachusetts	SALISBURY TOWN	0.0008189578%

Massachusetts	SANDWICH TOWN	0.0126833452%
Massachusetts	SCITUATE TOWN	0.0101020804%
Massachusetts	SEEKONK TOWN	0.0085288088%
Massachusetts	SHEFFIELD TOWN	0.0001707748%
Massachusetts	SHIRLEY TOWN	0.0001273592%
Massachusetts	SHREWSBURY TOWN	0.0165982067%
Massachusetts	SOMERSET TOWN	0.0075504374%
Massachusetts	Somerville city	0.0142054376%
Massachusetts	SOUTH HADLEY TOWN	0.0084373688%
Massachusetts	Southbridge Town city	0.0074539886%
Massachusetts	SPENCER TOWN	0.0005210762%
Massachusetts	Springfield city	0.0882599070%
Massachusetts	STONEHAM TOWN	0.0042828755%
Massachusetts	STOUGHTON TOWN	0.0079998805%
Massachusetts	STURBRIDGE TOWN	0.0031694579%
Massachusetts	SUDBURY TOWN	0.0050021158%
Massachusetts	SUTTON TOWN	0.0044133036%
Massachusetts	SWAMPSCOTT TOWN	0.0071876350%
Massachusetts	Taunton city	0.0337460454%
Massachusetts	TEMPLETON TOWN	0.0004302040%
Massachusetts	TEWKSBURY TOWN	0.0064803241%
Massachusetts	TRURO TOWN	0.0015498615%
Massachusetts	TYNGSBOROUGH TOWN	0.0029814699%
Massachusetts	UPTON TOWN	0.0005412455%
Massachusetts	WAKEFIELD TOWN	0.0054275661%
Massachusetts	WALPOLE TOWN	0.0081927794%
Massachusetts	Waltham city	0.0136522950%
Massachusetts	WARE TOWN	0.0052211472%
Massachusetts	WARREN TOWN	0.0004599036%
Massachusetts	Watertown Town city	0.0065174059%
Massachusetts	WELLFLEET TOWN	0.0017128836%
Massachusetts	WEST BOYLSTON TOWN	0.0031362115%
Massachusetts	WEST BRIDGEWATER TOWN	0.0037642923%
Massachusetts	West Springfield Town city	0.0118694685%
Massachusetts	WEST TISBURY TOWN	0.0002543989%
Massachusetts	WESTBOROUGH TOWN	0.0130051940%
Massachusetts	Westfield city	0.0167705187%
Massachusetts	WESTFORD TOWN	0.0075408066%
Massachusetts	Weymouth Town city	0.0145088999%
Massachusetts	WILLIAMSBURG TOWN	0.0008823334%
Massachusetts	WILMINGTON TOWN	0.0063291251%
Massachusetts	WINCHENDON TOWN	0.0046956744%
Massachusetts	Winthrop Town city	0.0038625078%
Massachusetts	Woburn city	0.0089863470%
Massachusetts	Worcester city	0.0972866210%
Michigan	ALCONA COUNTY	0.0028125541%
Michigan	ALGER COUNTY	0.0021105975%

Michigan	ALLEGAN COUNTY	0.0255744957%
Michigan	ALPENA COUNTY	0.0114990524%
Michigan	Ann Arbor city	0.0175469960%
Michigan	ANTRIM COUNTY	0.0078956089%
Michigan	ARENAC COUNTY	0.0052444301%
Michigan	BARAGA COUNTY	0.0026640705%
Michigan	BARRY COUNTY	0.0139325068%
Michigan	Battle Creek city	0.0129690143%
Michigan	Bay City city	0.0043478842%
Michigan	BAY COUNTY	0.0408211419%
Michigan	BEDFORD TOWNSHIP	0.0015629024%
Michigan	BENZIE COUNTY	0.0047688818%
Michigan	BERRIEN COUNTY	0.0386441069%
Michigan	BLOOMFIELD CHARTER TOWNSHIP	0.0090969269%
Michigan	BRANCH COUNTY	0.0126716462%
Michigan	BROWNSTOWN CHARTER TOWNSHIP	0.0039214892%
Michigan	CALHOUN COUNTY	0.0588158180%
Michigan	CANNON TOWNSHIP	0.0002111348%
Michigan	CANTON CHARTER TOWNSHIP	0.0089132524%
Michigan	CASS COUNTY	0.0113179124%
Michigan	CHARLEVOIX COUNTY	0.0063455333%
Michigan	CHEBOYGAN COUNTY	0.0068226655%
Michigan	CHESTERFIELD CHARTER TOWNSHIP	0.0080034192%
Michigan	CHIPPEWA COUNTY	0.0077125974%
Michigan	CLARE COUNTY	0.0141505567%
Michigan	CLINTON CHARTER TOWNSHIP	0.0220662127%
Michigan	CLINTON COUNTY	0.0140658452%
Michigan	COMMERCE CHARTER TOWNSHIP	0.0012637355%
Michigan	CRAWFORD COUNTY	0.0065598657%
Michigan	Dearborn city	0.0189961913%
Michigan	Dearborn Heights city	0.0066791970%
Michigan	DELTA CHARTER TOWNSHIP	0.0025708262%
Michigan	DELTA COUNTY	0.0072476763%
Michigan	Detroit city	0.2412031083%
Michigan	Detroit Wayne Mental Health Authority	0.0612113618%
Michigan	DICKINSON COUNTY	0.0092344080%
Michigan	East Lansing city	0.0065233973%
Michigan	Eastpointe city	0.0106325622%
Michigan	EATON COUNTY	0.0292829744%
Michigan	EMMET COUNTY	0.0111104114%
Michigan	Escanaba city	0.0006122394%
Michigan	Farmington Hills city	0.0104934471%
Michigan	FLINT CHARTER TOWNSHIP	0.0016213029%
Michigan	Flint city	0.0999361510%
Michigan	GENESEE COUNTY	0.0667877138%
Michigan	GEORGETOWN CHARTER TOWNSHIP	0.0004565991%
Michigan	GRAND BLANC CHARTER TOWNSHIP	0.0013301948%

Michigan	Grand Rapids city	0.0457488696%
Michigan	GRAND TRAVERSE COUNTY	0.0304496457%
Michigan	GRATIOT COUNTY	0.0090513897%
Michigan	HARRISON CHARTER TOWNSHIP	0.0042007955%
Michigan	HILLSDALE COUNTY	0.0121146082%
Michigan	HOLLAND CHARTER TOWNSHIP	0.0011051097%
Michigan	Holland city	0.0062725224%
Michigan	HOUGHTON COUNTY	0.0072083034%
Michigan	HURON CHARTER TOWNSHIP	0.0013688466%
Michigan	HURON COUNTY	0.0098839664%
Michigan	INDEPENDENCE CHARTER TOWNSHIP	0.0031343336%
Michigan	INGHAM COUNTY	0.0790951248%
Michigan	IONIA COUNTY	0.0144381134%
Michigan	IOSCO COUNTY	0.0111953174%
Michigan	IRON COUNTY	0.0039167348%
Michigan	Iron Mountain city	0.0003479907%
Michigan	ISABELLA COUNTY	0.0215971594%
Michigan	Jackson city	0.0066829941%
Michigan	JACKSON COUNTY	0.0395966603%
Michigan	Kalamazoo city	0.0143461992%
Michigan	KALAMAZOO COUNTY	0.0742055019%
Michigan	KENT COUNTY	0.1037737686%
Michigan	Kentwood city	0.0054260993%
Michigan	LAKE COUNTY	0.0024410231%
Michigan	Lansing city	0.0201066753%
Michigan	LAPEER COUNTY	0.0254919717%
Michigan	LEELANAU COUNTY	0.0030372948%
Michigan	LENAWEE COUNTY	0.0251600242%
Michigan	Lincoln Park city	0.0060183971%
Michigan	LIVINGSTON COUNTY	0.0478750891%
Michigan	Livonia city	0.0151511495%
Michigan	LUCE COUNTY	0.0023873921%
Michigan	MACOMB COUNTY	0.2820766213%
Michigan	MACOMB TOWNSHIP	0.0040983689%
Michigan	MANISTEE COUNTY	0.0099857367%
Michigan	MARQUETTE COUNTY	0.0195676332%
Michigan	MASON COUNTY	0.0082798600%
Michigan	MECOSTA COUNTY	0.0123651294%
Michigan	MERIDIAN CHARTER TOWNSHIP	0.0026820124%
Michigan	Midland city	0.0114514141%
Michigan	MIDLAND COUNTY	0.0192987637%
Michigan	MONROE COUNTY	0.0539225722%
Michigan	MONTCALM COUNTY	0.0200510133%
Michigan	MONTMORENCY COUNTY	0.0026187494%
Michigan	Muskegon city	0.0066221375%
Michigan	MUSKEGON COUNTY	0.0628719499%
Michigan	NEWAYGO COUNTY	0.0163545659%

Michigan	NORTHVILLE CHARTER TOWNSHIP	0.0031704616%
Michigan	Novi city	0.0055663553%
Michigan	OAKLAND COUNTY	0.1886922111%
Michigan	OCEANA COUNTY	0.0075525969%
Michigan	OGEMAW COUNTY	0.0046494195%
Michigan	ONTONAGON COUNTY	0.0014113807%
Michigan	ORION CHARTER TOWNSHIP	0.0018403074%
Michigan	OSCEOLA COUNTY	0.0053340420%
Michigan	OTSEGO COUNTY	0.0087935862%
Michigan	OTTAWA COUNTY	0.0528381212%
Michigan	PITTSFIELD CHARTER TOWNSHIP	0.0009633049%
Michigan	PLAINFIELD CHARTER TOWNSHIP	0.0005613657%
Michigan	Pontiac city	0.0114222294%
Michigan	Portage city	0.0037204968%
Michigan	PRESQUE ISLE COUNTY	0.0038580359%
Michigan	REDFORD CHARTER TOWNSHIP	0.0080296696%
Michigan	Rochester Hills city	0.0025665673%
Michigan	Romulus city	0.0035277655%
Michigan	ROSCOMMON COUNTY	0.0091912690%
Michigan	Roseville city	0.0161879488%
Michigan	Royal Oak city	0.0098584088%
Michigan	SAGINAW CHARTER TOWNSHIP	0.0026214649%
Michigan	Saginaw city	0.0163176384%
Michigan	SAGINAW COUNTY	0.0567994223%
Michigan	SANILAC COUNTY	0.0119341259%
Michigan	Sault Ste. Marie city	0.0037300422%
Michigan	SHELBY CHARTER TOWNSHIP	0.0191881284%
Michigan	SHIAWASSEE COUNTY	0.0250493403%
Michigan	Southfield city	0.0149397703%
Michigan	ST CLAIR COUNTY	0.0692786073%
Michigan	ST JOSEPH COUNTY	0.0130689414%
Michigan	St. Clair Shores city	0.0128757444%
Michigan	Sterling Heights city	0.0356358725%
Michigan	Taylor city	0.0142610056%
Michigan	Traverse City city	0.0023497435%
Michigan	Troy city	0.0089627352%
Michigan	TUSCOLA COUNTY	0.0152147730%
Michigan	VAN BUREN CHARTER TOWNSHIP	0.0026018581%
Michigan	VAN BUREN COUNTY	0.0228360801%
Michigan	Warren city	0.0444892188%
Michigan	WASHTENAW COUNTY	0.0862640093%
Michigan	WATERFORD CHARTER TOWNSHIP	0.0083019852%
Michigan	Wayne city	0.0031740710%
Michigan	WAYNE COUNTY	0.3709105102%
Michigan	WEST BLOOMFIELD CHARTER TOWNSHIP	0.0099594944%
Michigan	Westland city	0.0123553828%
Michigan	WEXFORD COUNTY	0.0102206415%

Michigan	WHITE LAKE CHARTER TOWNSHIP	0.0022231609%
Michigan	Wyoming city	0.0097384279%
Michigan	YPSILANTI CHARTER TOWNSHIP	0.0021924720%
Minnesota	Andover city	0.0018094030%
Minnesota	ANOKA COUNTY	0.0629320296%
Minnesota	Apple Valley city	0.0039647717%
Minnesota	BECKER COUNTY	0.0076441955%
Minnesota	BELTRAMI COUNTY	0.0097209837%
Minnesota	BENTON COUNTY	0.0079391704%
Minnesota	BIG STONE COUNTY	0.0002092894%
Minnesota	Blaine city	0.0056333645%
Minnesota	Bloomington city	0.0064959354%
Minnesota	BLUE EARTH COUNTY	0.0080829368%
Minnesota	Brooklyn Center city	0.0018742729%
Minnesota	Brooklyn Park city	0.0037172982%
Minnesota	Burnsville city	0.0068076825%
Minnesota	CARLTON COUNTY	0.0117436923%
Minnesota	CARVER COUNTY	0.0139300198%
Minnesota	CHISAGO COUNTY	0.0108854323%
Minnesota	CLAY COUNTY	0.0098679254%
Minnesota	Coon Rapids city	0.0076524931%
Minnesota	Cottage Grove city	0.0037263901%
Minnesota	CROW WING COUNTY	0.0120201819%
Minnesota	DAKOTA COUNTY	0.0580751334%
Minnesota	DOUGLAS COUNTY	0.0078555225%
Minnesota	Duluth city	0.0152477587%
Minnesota	Eagan city	0.0048491570%
Minnesota	Eden Prairie city	0.0033832817%
Minnesota	Edina city	0.0026155766%
Minnesota	FREEBORN COUNTY	0.0044343160%
Minnesota	GOODHUE COUNTY	0.0063143896%
Minnesota	HENNEPIN COUNTY	0.2480275143%
Minnesota	Inver Grove Heights city	0.0029076774%
Minnesota	ISANTI COUNTY	0.0080658550%
Minnesota	ITASCA COUNTY	0.0144448132%
Minnesota	KANDIYOHI COUNTY	0.0019878052%
Minnesota	Lakeville city	0.0037413102%
Minnesota	Mankato city	0.0049030217%
Minnesota	Maple Grove city	0.0024047511%
Minnesota	Maplewood city	0.0024857252%
Minnesota	MCLEOD COUNTY	0.0013815193%
Minnesota	MEEKER COUNTY	0.0045374225%
Minnesota	Minneapolis city	0.0646619630%
Minnesota	Minnesota Prairie County Alliance	0.0008604983%
Minnesota	Minnnetonka city	0.0026078563%
Minnesota	Minnnetonka Public School District No. 276	0.0002607856%
Minnesota	Moorhead city	0.0057498361%

Minnesota	MORRISON COUNTY	0.0079092524%
Minnesota	MOWER COUNTY	0.0053810954%
Minnesota	NICOLLET COUNTY	0.0020042360%
Minnesota	North St. Paul city	0.0007633667%
Minnesota	OLMSTED COUNTY	0.0244125834%
Minnesota	OTTER TAIL COUNTY	0.0092544294%
Minnesota	PINE COUNTY	0.0065343512%
Minnesota	Plymouth city	0.0023365099%
Minnesota	POLK COUNTY	0.0067027912%
Minnesota	Proctor city	0.0002841846%
Minnesota	RAMSEY COUNTY	0.0934585143%
Minnesota	RICE COUNTY	0.0033180936%
Minnesota	Richfield city	0.0033592170%
Minnesota	Rochester city	0.0097608576%
Minnesota	ROSEAU COUNTY	0.0022698027%
Minnesota	Roseville city	0.0022826410%
Minnesota	Savage city	0.0024969600%
Minnesota	SCOTT COUNTY	0.0153747108%
Minnesota	Shakopee city	0.0038176993%
Minnesota	SHERBURNE COUNTY	0.0155664569%
Minnesota	SIBLEY COUNTY	0.0011436393%
Minnesota	ST LOUIS COUNTY	0.0371831758%
Minnesota	St. Cloud city	0.0097171194%
Minnesota	St. Louis Park city	0.0019561614%
Minnesota	St. Paul city	0.0496789408%
Minnesota	STEARNS COUNTY	0.0212250850%
Minnesota	STEELE COUNTY	0.0049725524%
Minnesota	WASECA COUNTY	0.0017219729%
Minnesota	WASHINGTON COUNTY	0.0364614045%
Minnesota	WINONA COUNTY	0.0091002877%
Minnesota	Woodbury city	0.0062004148%
Minnesota	WRIGHT COUNTY	0.0199840556%
Minnesota	YELLOW MEDICINE COUNTY	0.0005946106%
Mississippi	ADAMS COUNTY	0.0084989292%
Mississippi	ALCORN COUNTY	0.0005244317%
Mississippi	AMITE COUNTY	0.0020547284%
Mississippi	Amory city	0.0020085539%
Mississippi	Arcola town	0.0000100166%
Mississippi	ATTALA COUNTY	0.0040345697%
Mississippi	BENTON COUNTY	0.0016547197%
Mississippi	Biloxi city	0.0063056246%
Mississippi	BOLIVAR COUNTY	0.0029933625%
Mississippi	Brookhaven city	0.0044440950%
Mississippi	Caledonia town	0.0000284188%
Mississippi	CARROLL COUNTY	0.0018127198%
Mississippi	Centreville town	0.0000962635%
Mississippi	Charleston city	0.0004462892%

Mississippi	CHICKASAW COUNTY	0.0040116153%
Mississippi	CLAIBORNE COUNTY	0.0014183522%
Mississippi	CLARKE COUNTY	0.0044401397%
Mississippi	Clarksdale city	0.0026319970%
Mississippi	Cleveland city	0.0013044002%
Mississippi	Columbia city	0.0016083953%
Mississippi	Columbus city	0.0066803356%
Mississippi	COPIAH COUNTY	0.0060244652%
Mississippi	COVINGTON COUNTY	0.0055099924%
Mississippi	Delta Regional Medical Center	0.0008604806%
Mississippi	DESOTO COUNTY	0.0211126858%
Mississippi	Diamondhead city	0.0000016137%
Mississippi	Field Memorial Community Hospital d/b/a Field Health System	0.0004020398%
Mississippi	FORREST COUNTY	0.0289584954%
Mississippi	FRANKLIN COUNTY	0.0022322461%
Mississippi	Gautier city	0.0012503385%
Mississippi	GEORGE COUNTY	0.0096483317%
Mississippi	GREENE COUNTY	0.0027766079%
Mississippi	Greenwood city	0.0056212744%
Mississippi	Greenwood LeFlore Hospital	0.0006531150%
Mississippi	Grenada city	0.0005307303%
Mississippi	GRENADA COUNTY	0.0049883240%
Mississippi	Gulfport city	0.0791326262%
Mississippi	HANCOCK COUNTY	0.0217565697%
Mississippi	HARRISON COUNTY	0.0117647264%
Mississippi	Hattiesburg city	0.0030692070%
Mississippi	HINDS COUNTY	0.0192526715%
Mississippi	Holly Springs city	0.0015450934%
Mississippi	HOLMES COUNTY	0.0022148702%
Mississippi	HUMPHREYS COUNTY	0.0008033759%
Mississippi	Indianola city	0.0002201820%
Mississippi	ISSAQUENA COUNTY	0.0001601778%
Mississippi	ITAWAMBA COUNTY	0.0064565279%
Mississippi	Iuka city	0.0027086148%
Mississippi	Jackson city	0.0255603488%
Mississippi	JACKSON COUNTY	0.0726444926%
Mississippi	JEFFERSON COUNTY	0.0009181542%
Mississippi	JEFFERSON DAVIS COUNTY	0.0032261401%
Mississippi	JONES COUNTY	0.0207674027%
Mississippi	Jonestown town	0.0000885683%
Mississippi	KEMPER COUNTY	0.0019768202%
Mississippi	Kosciusko city	0.0003877019%
Mississippi	LAFAYETTE COUNTY	0.0065146184%
Mississippi	LAMAR COUNTY	0.0117292591%
Mississippi	LAUDERDALE COUNTY	0.0137865056%
Mississippi	Laurel city	0.0014097524%

Mississippi	LAWRENCE COUNTY	0.0026941382%
Mississippi	Leakesville town	0.0000933282%
Mississippi	LEE COUNTY	0.0123782810%
Mississippi	LEFLORE COUNTY	0.0009098763%
Mississippi	LINCOLN COUNTY	0.0054432786%
Mississippi	Long Beach city	0.0013194938%
Mississippi	LOWNDES COUNTY	0.0087000013%
Mississippi	Lumberton city	0.0003774932%
Mississippi	MADISON COUNTY	0.0097782864%
Mississippi	Magnolia Regional Health Center	0.0015484509%
Mississippi	MARION COUNTY	0.0154420376%
Mississippi	MARSHALL COUNTY	0.0052189241%
Mississippi	McLain town	0.0000423049%
Mississippi	Memorial Hospital at Gulfport	0.0090897353%
Mississippi	Meridian city	0.0105933067%
Mississippi	MONROE COUNTY	0.0063472891%
Mississippi	Morton city	0.0005757456%
Mississippi	Moss Point city	0.0000311620%
Mississippi	Mound Bayou city	0.0001337492%
Mississippi	NESHOBA COUNTY	0.0096256898%
Mississippi	Nettleton city	0.0002921039%
Mississippi	New Albany city	0.0025897592%
Mississippi	North Sunflower Medical Center	0.0004255230%
Mississippi	Ocean Springs city	0.0011354993%
Mississippi	OKTIBBEHA COUNTY	0.0074590389%
Mississippi	Olive Branch city	0.0103527541%
Mississippi	PANOLA COUNTY	0.0057212138%
Mississippi	Pascagoula city	0.0023681417%
Mississippi	PEARL RIVER COUNTY	0.0289404884%
Mississippi	Pearl River County Hospital & Nursing Home	0.0028940489%
Mississippi	PERRY COUNTY	0.0028720309%
Mississippi	Philadelphia city	0.0010950815%
Mississippi	PIKE COUNTY	0.0009750560%
Mississippi	PONTOTOC COUNTY	0.0070709635%
Mississippi	PRENTISS COUNTY	0.0030902165%
Mississippi	Quitman city	0.0008345614%
Mississippi	Quitman County Hospital	0.0001276933%
Mississippi	RANKIN COUNTY	0.0187548964%
Mississippi	SCOTT COUNTY	0.0048183390%
Mississippi	Shannon town	0.0002786646%
Mississippi	Sharkey-Issaquena Community Hospital	0.0000679630%
Mississippi	Shubuta town	0.0000583514%
Mississippi	Singing River Health System	0.0072644493%
Mississippi	South Central Regional Medical Center	0.0047629793%
Mississippi	South Sunflower County Hospital	0.0004255230%
Mississippi	Southaven city	0.0147680008%
Mississippi	Southwest Mississippi Regional Medical Center	0.0016286511%

Mississippi	Starkville city	0.0009552149%
Mississippi	STONE COUNTY	0.0053588407%
Mississippi	Summit town	0.0000485238%
Mississippi	SUNFLOWER COUNTY	0.0042552297%
Mississippi	TALLAHATCHIE COUNTY	0.0019741957%
Mississippi	TATE COUNTY	0.0078833500%
Mississippi	TIPPAH COUNTY	0.0059563519%
Mississippi	Tippah County Hospital	0.0005956352%
Mississippi	TISHOMINGO COUNTY	0.0100581398%
Mississippi	TUNICA COUNTY	0.0015830337%
Mississippi	Tupelo city	0.0140208049%
Mississippi	UNION COUNTY	0.0045688540%
Mississippi	Verona city	0.0005825863%
Mississippi	Vicksburg city	0.0069629260%
Mississippi	WALTHALL COUNTY	0.0045398603%
Mississippi	WARREN COUNTY	0.0053186166%
Mississippi	WASHINGTON COUNTY	0.0086048063%
Mississippi	WAYNE COUNTY	0.0089189460%
Mississippi	Waynesboro city	0.0001277505%
Mississippi	Webb town	0.0001142440%
Mississippi	Wiggins city	0.0016383123%
Mississippi	YALOBUSHA COUNTY	0.0025434912%
Missouri	ADAIR COUNTY	0.0051101942%
Missouri	ANDREW COUNTY	0.0026371011%
Missouri	ATCHISON COUNTY	0.0008333450%
Missouri	AUDRAIN COUNTY	0.0060093278%
Missouri	Ballwin city	0.0033576267%
Missouri	BARRY COUNTY	0.0044092619%
Missouri	BARTON COUNTY	0.0038555225%
Missouri	Blue Springs city	0.0044396127%
Missouri	BOONE COUNTY	0.0213908512%
Missouri	BUCHANAN COUNTY	0.0101948134%
Missouri	BUTLER COUNTY	0.0079016476%
Missouri	CALLAWAY COUNTY	0.0053138787%
Missouri	CAMDEN COUNTY	0.0105803940%
Missouri	Cape Girardeau city	0.0119868414%
Missouri	CAPE GIRARDEAU COUNTY	0.0094112039%
Missouri	CASS COUNTY	0.0211473893%
Missouri	CHARITON COUNTY	0.0009886493%
Missouri	Chesterfield city	0.0052558127%
Missouri	CHRISTIAN COUNTY	0.0128547212%
Missouri	Citizens Memorial Hospital District d/b/a Citizens Memorial Hospital	0.0049880135%
Missouri	CLAY COUNTY	0.0020712072%
Missouri	CLINTON COUNTY	0.0030339590%
Missouri	COLE COUNTY	0.0103079381%
Missouri	Columbia city	0.0267296652%

Missouri	CRAWFORD COUNTY	0.0071299391%
Missouri	DADE COUNTY	0.0013991899%
Missouri	DE KALB COUNTY	0.0007315480%
Missouri	DENT COUNTY	0.0059266706%
Missouri	DOUGLAS COUNTY	0.0027453590%
Missouri	DUNKLIN COUNTY	0.0077578625%
Missouri	Florissant city	0.0087643668%
Missouri	FRANKLIN COUNTY	0.0304109914%
Missouri	GASCONADE COUNTY	0.0031614171%
Missouri	GREENE COUNTY	0.0293426403%
Missouri	GRUNDY COUNTY	0.0021008753%
Missouri	Harrisonville city	0.0010648368%
Missouri	HENRY COUNTY	0.0033690567%
Missouri	HICKORY COUNTY	0.0021239413%
Missouri	HOWELL COUNTY	0.0091164986%
Missouri	Independence city	0.0203949558%
Missouri	IRON COUNTY	0.0015090350%
Missouri	JACKSON COUNTY	0.0421888207%
Missouri	JASPER COUNTY	0.0051822235%
Missouri	Jefferson City city	0.0127624733%
Missouri	JEFFERSON COUNTY	0.0667376785%
Missouri	JOHNSON COUNTY	0.0055752114%
Missouri	Joplin city	0.0123988856%
Missouri	Kansas City city	0.1285692534%
Missouri	Kinloch Fire Protection District of St. Louis County	0.0000118637%
Missouri	KNOX COUNTY	0.0007548963%
Missouri	LACLEDE COUNTY	0.0028310638%
Missouri	LAFAYETTE COUNTY	0.0031764968%
Missouri	LAWRENCE COUNTY	0.0056691963%
Missouri	Lee's Summit city	0.0136412227%
Missouri	LEWIS COUNTY	0.0006199732%
Missouri	Liberty city	0.0009872134%
Missouri	LINCOLN COUNTY	0.0191084139%
Missouri	LIVINGSTON COUNTY	0.0021309611%
Missouri	MADISON COUNTY	0.0034319446%
Missouri	MARIES COUNTY	0.0021137398%
Missouri	MCDONALD COUNTY	0.0024183355%
Missouri	MILLER COUNTY	0.0025815772%
Missouri	MONITEAU COUNTY	0.0014120313%
Missouri	MONTGOMERY COUNTY	0.0028645615%
Missouri	MORGAN COUNTY	0.0045129182%
Missouri	NEW MADRID COUNTY	0.0013097836%
Missouri	NEWTON COUNTY	0.0065879090%
Missouri	NODAWAY COUNTY	0.0015358643%
Missouri	Northeast Ambulance Fire Protection District of St. Louis County	0.0178014579%
Missouri	O'Fallon city	0.0128318324%

Missouri	OSAGE COUNTY	0.0020312181%
Missouri	OZARK COUNTY	0.0025408837%
Missouri	PEMISCOT COUNTY	0.0047239711%
Missouri	PERRY COUNTY	0.0021324187%
Missouri	PETTIS COUNTY	0.0003232025%
Missouri	PHELPS COUNTY	0.0241143410%
Missouri	PIKE COUNTY	0.0027565988%
Missouri	PLATTE COUNTY	0.0044022852%
Missouri	POLK COUNTY	0.0022859457%
Missouri	PULASKI COUNTY	0.0126154145%
Missouri	RALLS COUNTY	0.0011280661%
Missouri	RANDOLPH COUNTY	0.0054263666%
Missouri	RAY COUNTY	0.0065691524%
Missouri	REYNOLDS COUNTY	0.0023845064%
Missouri	RIPLEY COUNTY	0.0029927817%
Missouri	SCHUYLER COUNTY	0.0003832229%
Missouri	SCOTT COUNTY	0.0043412048%
Missouri	Sedalia city	0.0097559557%
Missouri	SHANNON COUNTY	0.0015573633%
Missouri	SHELBY COUNTY	0.0009272232%
Missouri	Springfield city	0.1305925802%
Missouri	ST CHARLES COUNTY	0.0519793861%
Missouri	ST CLAIR COUNTY	0.0016873692%
Missouri	ST FRANCOIS COUNTY	0.0321454762%
Missouri	ST LOUIS COUNTY	0.1780145797%
Missouri	St. Charles city	0.0302715198%
Missouri	St. Joseph city	0.0206949167%
Missouri	St. Louis city	0.1849560477%
Missouri	St. Peters city	0.0130855779%
Missouri	STE GENEVIEVE COUNTY	0.0058126804%
Missouri	STONE COUNTY	0.0075075477%
Missouri	TANEY COUNTY	0.0052421676%
Missouri	TEXAS COUNTY	0.0038517361%
Missouri	University City city	0.0092031122%
Missouri	VERNON COUNTY	0.0017943310%
Missouri	WARREN COUNTY	0.0081193041%
Missouri	WASHINGTON COUNTY	0.0138641507%
Missouri	WEBSTER COUNTY	0.0067519011%
Missouri	Wentzville city	0.0074991365%
Missouri	Wildwood city	0.0022814737%
Missouri	WORTH COUNTY	0.0003323842%
Missouri	WRIGHT COUNTY	0.0023286844%
Montana	Anaconda-Deer Lodge County	0.0050392355%
Montana	Billings city	0.0317840520%
Montana	Bozeman city	0.0070165163%
Montana	Butte-Silver Bow	0.0194982095%
Montana	CASCADE COUNTY	0.0131639584%

Montana	FLATHEAD COUNTY	0.0211014686%
Montana	GALLATIN COUNTY	0.0121895453%
Montana	Great Falls city	0.0151654559%
Montana	Helena city	0.0060416628%
Montana	LAKE COUNTY	0.0098124631%
Montana	LEWIS AND CLARK COUNTY	0.0167713140%
Montana	Missoula city	0.0154211656%
Montana	MISSOULA COUNTY	0.0279356620%
Montana	RAVALLI COUNTY	0.0106028914%
Montana	YELLOWSTONE COUNTY	0.0235410763%
Nebraska	ADAMS COUNTY	0.0032881346%
Nebraska	Bellevue city	0.0115135660%
Nebraska	BUFFALO COUNTY	0.0040247274%
Nebraska	DODGE COUNTY	0.0084478321%
Nebraska	DOUGLAS COUNTY	0.0674698869%
Nebraska	Grand Island city	0.0069918085%
Nebraska	HALL COUNTY	0.0059270509%
Nebraska	Kearney city	0.0060980499%
Nebraska	KEITH COUNTY	0.0012826999%
Nebraska	KNOX COUNTY	0.0010363446%
Nebraska	LANCASTER COUNTY	0.0366041107%
Nebraska	Lincoln city	0.0416107684%
Nebraska	LINCOLN COUNTY	0.0034265194%
Nebraska	MADISON COUNTY	0.0012682202%
Nebraska	Omaha city	0.0779570999%
Nebraska	PLATTE COUNTY	0.0022611212%
Nebraska	SARPY COUNTY	0.0187958748%
Nebraska	SCOTTS BLUFF COUNTY	0.0053376596%
Nebraska	South Sioux City city	0.0020582984%
Nevada	Boulder City city	0.0041575344%
Nevada	Carson City	0.0310686848%
Nevada	Central Lyon County Fire Protection District	0.0014981527%
Nevada	CHURCHILL COUNTY	0.0077163403%
Nevada	CLARK COUNTY	0.7878407502%
Nevada	DOUGLAS COUNTY	0.0198917067%
Nevada	ELKO COUNTY	0.0096047853%
Nevada	Ely city	0.0002727323%
Nevada	ESMERALDA COUNTY	0.0001077359%
Nevada	Fernley city	0.0023446110%
Nevada	Henderson city	0.0550301170%
Nevada	HUMBOLDT COUNTY	0.0047786859%
Nevada	Las Vegas city	0.0782813143%
Nevada	LINCOLN COUNTY	0.0018558854%
Nevada	LYON COUNTY	0.0149815267%
Nevada	Mesquite city	0.0036168924%
Nevada	MINERAL COUNTY	0.0031800859%
Nevada	North Las Vegas city	0.0528160089%

Nevada	North Lyon County Fire Protection District	0.0014981527%
Nevada	NYE COUNTY	0.0389056836%
Nevada	Reno city	0.0586461955%
Nevada	Sparks city	0.0172151109%
Nevada	WASHOE COUNTY	0.1233162902%
Nevada	West Wendover city	0.0012967018%
Nevada	WHITE PINE COUNTY	0.0065945387%
New Hampshire	BELKNAP COUNTY	0.0065495856%
New Hampshire	BELMONT TOWN	0.0012264328%
New Hampshire	Berlin city	0.0088308054%
New Hampshire	CARROLL COUNTY	0.0131562390%
New Hampshire	CHESHIRE COUNTY	0.0160567546%
New Hampshire	Claremont city	0.0023726927%
New Hampshire	Concord city	0.0145543765%
New Hampshire	COOS COUNTY	0.0077496691%
New Hampshire	DERRY TOWN	0.0120898040%
New Hampshire	Dover city	0.0196947991%
New Hampshire	Franklin city	0.0112586229%
New Hampshire	Goshen School District	0.0000075529%
New Hampshire	GRAFTON COUNTY	0.0145484917%
New Hampshire	HILLSBOROUGH COUNTY	0.0181315123%
New Hampshire	Kearsarge Regional School District - SAU 65 New Hampshire	0.0031837193%
New Hampshire	Keene city	0.0088642411%
New Hampshire	Laconia city	0.0165029217%
New Hampshire	Lebanon School District	0.0006715960%
New Hampshire	LONDONDERRY TOWN	0.0103947980%
New Hampshire	Manchester city	0.0890430674%
New Hampshire	MERRIMACK COUNTY	0.0318371925%
New Hampshire	Nashua city	0.0637411308%
New Hampshire	Pittsfield School District	0.0031837193%
New Hampshire	Rochester city	0.0222981922%
New Hampshire	ROCKINGHAM COUNTY	0.0301550213%
New Hampshire	STRAFFORD COUNTY	0.0118722987%
New Hampshire	SULLIVAN COUNTY	0.0117178718%
New Hampshire	Tamworth School District	0.0000413592%
New Jersey	Atlantic City city	0.0394131759%
New Jersey	ATLANTIC COUNTY	0.0479860738%
New Jersey	BARNEGAT TOWNSHIP	0.0049900797%
New Jersey	Bayonne city	0.0260828367%
New Jersey	BELLEVILLE TOWNSHIP	0.0026753325%
New Jersey	BERGEN COUNTY	0.1296608430%
New Jersey	BERKELEY TOWNSHIP	0.0080366153%
New Jersey	BLOOMFIELD TOWNSHIP	0.0036011249%
New Jersey	BRICK TOWNSHIP	0.0181247088%
New Jersey	BRIDGEWATER TOWNSHIP	0.0056079771%
New Jersey	BURLINGTON COUNTY	0.1140390565%

New Jersey	Camden city	0.0509359721%
New Jersey	CAMDEN COUNTY	0.1922311605%
New Jersey	CAPE MAY COUNTY	0.0282971992%
New Jersey	CHERRY HILL TOWNSHIP	0.0105531101%
New Jersey	Clifton city	0.0108452000%
New Jersey	Clinton town	0.0009025041%
New Jersey	CUMBERLAND COUNTY	0.0289543770%
New Jersey	DEPTFORD TOWNSHIP	0.0067492867%
New Jersey	EAST BRUNSWICK TOWNSHIP	0.0029846747%
New Jersey	East Orange city	0.0394044440%
New Jersey	EDISON TOWNSHIP	0.0736810134%
New Jersey	EGG HARBOR TOWNSHIP	0.0048251972%
New Jersey	Elizabeth city	0.0234567665%
New Jersey	ESSEX COUNTY	0.0432757617%
New Jersey	EVESHAM TOWNSHIP	0.0053535349%
New Jersey	EWING TOWNSHIP	0.0025762656%
New Jersey	Fair Lawn borough	0.0021453607%
New Jersey	Fort Lee borough	0.0056702797%
New Jersey	FRANKLIN TOWNSHIP (SOMERSET)	0.0099272245%
New Jersey	FREEHOLD TOWNSHIP	0.0046409105%
New Jersey	GALLOWAY TOWNSHIP	0.0025968767%
New Jersey	Garfield city	0.0030345815%
New Jersey	Glen Rock borough	0.0007766805%
New Jersey	GLOUCESTER COUNTY	0.1270836669%
New Jersey	GLOUCESTER TOWNSHIP	0.0099992559%
New Jersey	Hackensack city	0.0078353972%
New Jersey	HAMILTON TOWNSHIP (MERCER)	0.0042772122%
New Jersey	HILLSBOROUGH TOWNSHIP	0.0043104997%
New Jersey	Hoboken city	0.0055330500%
New Jersey	HOWELL TOWNSHIP	0.0063426095%
New Jersey	HUDSON COUNTY	0.0286319817%
New Jersey	HUNTERDON COUNTY	0.0150281456%
New Jersey	IRVINGTON TOWNSHIP	0.0283581697%
New Jersey	JACKSON TOWNSHIP	0.0081911232%
New Jersey	Jersey City city	0.0304198715%
New Jersey	Kearny town	0.0032881649%
New Jersey	LAKESWOOD TOWNSHIP	0.0237135982%
New Jersey	LAWRENCE TOWNSHIP (MERCER)	0.0019771581%
New Jersey	Linden city	0.0076547758%
New Jersey	LIVINGSTON TOWNSHIP	0.0014856554%
New Jersey	Long Branch city	0.0160846453%
New Jersey	Madison Borrough	0.0043712947%
New Jersey	MANALAPAN TOWNSHIP	0.0040445205%
New Jersey	MANCHESTER TOWNSHIP	0.0065551172%
New Jersey	MARLBORO TOWNSHIP	0.0048720112%
New Jersey	MERCER COUNTY	0.0326042780%
New Jersey	MIDDLESEX COUNTY	0.0631377298%

New Jersey	MIDDLETOWN TOWNSHIP	0.0101018573%
New Jersey	MONMOUTH COUNTY	0.1018828353%
New Jersey	MONROE TOWNSHIP (GLOUCESTER)	0.0069687411%
New Jersey	MONROE TOWNSHIP (MIDDLESEX)	0.0031420150%
New Jersey	MONTCLAIR TOWNSHIP	0.0179267590%
New Jersey	MORRIS COUNTY	0.0501476266%
New Jersey	MOUNT LAUREL TOWNSHIP	0.0052943755%
New Jersey	New Brunswick city	0.0562232024%
New Jersey	Newark city	0.0544840155%
New Jersey	NORTH BERGEN TOWNSHIP	0.0034071224%
New Jersey	NORTH BRUNSWICK TOWNSHIP	0.0037340261%
New Jersey	OCEAN COUNTY	0.1254469102%
New Jersey	OLD BRIDGE TOWNSHIP	0.0038775019%
New Jersey	ORANGE CITY TOWNSHIP	0.0172077950%
New Jersey	Paramus borough	0.0034658732%
New Jersey	PARSIPPANY-TROY HILLS TOWNSHIP	0.0071873439%
New Jersey	Passaic city	0.0152914189%
New Jersey	PASSAIC COUNTY	0.0644655515%
New Jersey	Paterson city	0.0300806540%
New Jersey	PENNSAUKEN TOWNSHIP	0.0098817110%
New Jersey	Perth Amboy city	0.0105430001%
New Jersey	PISCATAWAY TOWNSHIP	0.0032733222%
New Jersey	Plainfield city	0.0092406907%
New Jersey	Princeton	0.0015460419%
New Jersey	Ridgefield borough	0.0006170832%
New Jersey	SADDLE BROOK TOWNSHIP	0.0011984277%
New Jersey	SALEM COUNTY	0.0178622842%
New Jersey	Sayreville borough	0.0045312042%
New Jersey	SOMERSET COUNTY	0.0357952863%
New Jersey	SOUTH BRUNSWICK TOWNSHIP	0.0031836142%
New Jersey	SUSSEX COUNTY	0.0298680384%
New Jersey	TEANECK TOWNSHIP	0.0052871556%
New Jersey	TOMS RIVER TOWNSHIP	0.0172434978%
New Jersey	Trenton city	0.0593693863%
New Jersey	Union City city	0.0301921628%
New Jersey	UNION COUNTY	0.0504995376%
New Jersey	UNION TOWNSHIP (UNION)	0.0068939148%
New Jersey	Vineland city	0.0153391434%
New Jersey	WARREN COUNTY	0.0247162784%
New Jersey	WASHINGTON TOWNSHIP (GLOUCESTER)	0.0075784303%
New Jersey	WAYNE TOWNSHIP	0.0052901218%
New Jersey	West New York town	0.0188889964%
New Jersey	WEST ORANGE TOWNSHIP	0.0032247734%
New Jersey	WILLINGBORO TOWNSHIP	0.0064170907%
New Jersey	WINSLOW TOWNSHIP	0.0055770575%
New Jersey	WOODBIDGE TOWNSHIP	0.0113138589%
New Mexico	Alamogordo city	0.0086143002%

New Mexico	Albuquerque city	0.2328070390%
New Mexico	BERNALILLO COUNTY	0.1345914458%
New Mexico	CATRON COUNTY	0.0008951781%
New Mexico	CHAVES COUNTY	0.0075341209%
New Mexico	CIBOLA COUNTY	0.0062918290%
New Mexico	Clovis city	0.0080983289%
New Mexico	COLFAX COUNTY	0.0025972332%
New Mexico	CURRY COUNTY	0.0041020558%
New Mexico	DONA ANA COUNTY	0.0356729587%
New Mexico	EDDY COUNTY	0.0104813707%
New Mexico	Española city	0.0096690841%
New Mexico	Farmington city	0.0125612645%
New Mexico	GRANT COUNTY	0.0149790027%
New Mexico	HIDALGO COUNTY	0.0012253393%
New Mexico	Hobbs city	0.0048728685%
New Mexico	Las Cruces city	0.0247212537%
New Mexico	LEA COUNTY	0.0100613221%
New Mexico	LINCOLN COUNTY	0.0056848341%
New Mexico	LUNA COUNTY	0.0048886473%
New Mexico	MCKINLEY COUNTY	0.0090867964%
New Mexico	MORA COUNTY	0.0015194213%
New Mexico	OTERO COUNTY	0.0131542688%
New Mexico	RIO ARRIBA COUNTY	0.0298031045%
New Mexico	Rio Rancho city	0.0208662859%
New Mexico	ROOSEVELT COUNTY	0.0025071101%
New Mexico	Roswell city	0.0128307962%
New Mexico	SAN JUAN COUNTY	0.0184610988%
New Mexico	SAN MIGUEL COUNTY	0.0059946973%
New Mexico	SANDOVAL COUNTY	0.0149322457%
New Mexico	Santa Fe city	0.0403950319%
New Mexico	SANTA FE COUNTY	0.0303727923%
New Mexico	SIERRA COUNTY	0.0025705850%
New Mexico	SOCORRO COUNTY	0.0036163153%
New Mexico	TAOS COUNTY	0.0116186938%
New Mexico	TORRANCE COUNTY	0.0038387238%
New Mexico	UNION COUNTY	0.0005095410%
New Mexico	VALENCIA COUNTY	0.0177982758%
New York	Albany city	0.0244812786%
New York	ALBANY COUNTY	0.0452866721%
New York	ALLEGANY COUNTY	0.0124546461%
New York	AMHERST TOWN	0.0114003708%
New York	Amityville village	0.0022345494%
New York	Amsterdam city	0.0020672418%
New York	Auburn city	0.0065696865%
New York	BABYLON TOWN	0.0142058354%
New York	Babylon village	0.0003144989%
New York	Bellmore Fire District	0.0005730173%

New York	Bellport village	0.0000283983%
New York	BETHLEHEM TOWN	0.0016684567%
New York	Binghamton city	0.0090501772%
New York	BRIGHTON TOWN (MONROE)	0.0011248725%
New York	Brookhaven Ambulance	0.0013008029%
New York	BROOKHAVEN TOWN	0.0130080288%
New York	BROOME COUNTY	0.0615594318%
New York	Buffalo city	0.1898874228%
New York	CARMEL TOWN	0.0049149421%
New York	CATTARAUGUS COUNTY	0.0226381896%
New York	CAYUGA COUNTY	0.0184919382%
New York	Centereach Fire District	0.0013008029%
New York	Centerport Fire District	0.0007754802%
New York	CHAUTAUQUA COUNTY	0.0387489651%
New York	CHEEKTOWAGA TOWN	0.0027944667%
New York	CHEMUNG COUNTY	0.0288421079%
New York	CHENANGO COUNTY	0.0118696162%
New York	CICERO TOWN	0.0005611116%
New York	CLARENCE TOWN	0.0004000879%
New York	CLARKSTOWN TOWN	0.0066590239%
New York	CLAY TOWN	0.0009026976%
New York	CLIFTON PARK TOWN	0.0011337222%
New York	CLINTON COUNTY	0.0203827386%
New York	COLONIE TOWN	0.0041576517%
New York	COLUMBIA COUNTY	0.0168571616%
New York	CORTLAND COUNTY	0.0124303787%
New York	CORTLANDT TOWN	0.0003587274%
New York	DELAWARE COUNTY	0.0140876187%
New York	DUTCHESS COUNTY	0.0955648267%
New York	EAST HAMPTON TOWN	0.0091963243%
New York	East Hampton village	0.0020349147%
New York	East Rockaway village	0.0001110942%
New York	EASTCHESTER TOWN	0.0009332690%
New York	ERIE COUNTY	0.1821661627%
New York	Erie County Medical Center Corp.	0.0182166163%
New York	ESSEX COUNTY	0.0092711577%
New York	Farmingdale village	0.0001004555%
New York	Floral Park village	0.0012570937%
New York	FRANKLIN COUNTY	0.0115458048%
New York	Freeport village	0.0032768513%
New York	Friendship Engine & Hose Company	0.0005730173%
New York	FULTON COUNTY	0.0106580355%
New York	Garden City village	0.0025209909%
New York	GENESEE COUNTY	0.0167580826%
New York	Geneva city	0.0027002535%
New York	Great Neck village	0.0003146226%
New York	GREECE TOWN	0.0029498328%

New York	GREENBURGH TOWN	0.0020934234%
New York	GREENE COUNTY	0.0191518717%
New York	Greenport village	0.0005891541%
New York	GUILDERLAND TOWN	0.0011902365%
New York	HAMBURG TOWN	0.0020150254%
New York	HAMILTON COUNTY	0.0006309054%
New York	Hauppauge Fire District	0.0002752921%
New York	HAVERSTRAW TOWN	0.0021466870%
New York	Head of the Harbor village	0.0002640599%
New York	HEMPSTEAD TOWN	0.0057301731%
New York	Hempstead village	0.0042840265%
New York	HENRIETTA TOWN	0.0001225614%
New York	HERKIMER COUNTY	0.0136396926%
New York	Herkimer village	0.0012013111%
New York	Hicksville Water District	0.0001901164%
New York	HUNTINGTON TOWN	0.0077548015%
New York	IRONDEQUOIT TOWN	0.0018202332%
New York	Island Park village	0.0001226048%
New York	Islandia village	0.0000873128%
New York	Islip Terrace Fire District	0.0014466504%
New York	ISLIP TOWN	0.0144665044%
New York	Ithaca city	0.0055437361%
New York	JEFFERSON COUNTY	0.0277047276%
New York	Kingston city	0.0074585566%
New York	Lackawanna city	0.0015813427%
New York	Lake Grove village	0.0000415375%
New York	LANCASTER TOWN	0.0018460841%
New York	Lawrence village	0.0002096319%
New York	Levittown Fire District	0.0005730173%
New York	LEWIS COUNTY	0.0069588468%
New York	Lindenhurst village	0.0006633293%
New York	LIVINGSTON COUNTY	0.0182531580%
New York	Lloyd Harbor village	0.0010693789%
New York	Long Beach city	0.0029608340%
New York	Lynbrook village	0.0019077898%
New York	MADISON COUNTY	0.0185848803%
New York	MANLIUS TOWN	0.0011658688%
New York	Massapequa Park village	0.0000319161%
New York	Medford Volunteer Ambulance	0.0013008029%
New York	Melville Fire District	0.0007754802%
New York	Merrick Library	0.0005730173%
New York	Mill Neck village	0.0002600343%
New York	Miller Place Fire District	0.0013008029%
New York	Millerton village	0.0000491428%
New York	MONROE COUNTY	0.1035913067%
New York	MONTGOMERY COUNTY	0.0088822464%
New York	MOUNT PLEASANT TOWN	0.0007374010%

New York	Mount Sinai Fire District	0.0013008029%
New York	Mount Vernon city	0.0035627398%
New York	NASSAU COUNTY	0.3947358115%
New York	Nassau University Medical Center	0.0394735811%
New York	Nesconset Fire District	0.0002752921%
New York	New Hyde Park village	0.0000343565%
New York	New Rochelle city	0.0067831070%
New York	New York city	2.0391243641%
New York	NEWBURGH TOWN	0.0021320695%
New York	NIAGARA COUNTY	0.0590383324%
New York	Niagara Falls city	0.0232710761%
New York	Nissequogue village	0.0004327540%
New York	NORTH HEMPSTEAD TOWN	0.0053000966%
New York	North Merrick Fire District	0.0005730173%
New York	North Patchogue Fire District	0.0013008029%
New York	North Tonawanda city	0.0052725052%
New York	Northport village	0.0018039152%
New York	Ogdensburg city	0.0015685943%
New York	Old Westbury village	0.0010952482%
New York	ONEIDA COUNTY	0.0551347166%
New York	ONONDAGA COUNTY	0.0749278167%
New York	ONTARIO COUNTY	0.0306643004%
New York	ORANGE COUNTY	0.1135205421%
New York	ORANGETOWN TOWN	0.0027455611%
New York	ORLEANS COUNTY	0.0102971065%
New York	OSSINING TOWN	0.0004086920%
New York	OSWEGO COUNTY	0.0326378167%
New York	OTSEGO COUNTY	0.0162843205%
New York	OYSTER BAY TOWN	0.0019011635%
New York	Patchogue village	0.0001470760%
New York	PENFIELD TOWN	0.0000925578%
New York	PERINTON TOWN	0.0005673455%
New York	Plainview - Old Bethpage Public Library	0.0001901164%
New York	Plattsburgh city	0.0023219808%
New York	Poquott village	0.0000474707%
New York	Port Washington North village	0.0000922588%
New York	Port Washington Water District	0.0001901164%
New York	Poughkeepsie city	0.0103549637%
New York	POUGHKEEPSIE TOWN	0.0074421817%
New York	PUTNAM COUNTY	0.0242620687%
New York	RAMAPO TOWN	0.0016205784%
New York	RENSSELAER COUNTY	0.0251686715%
New York	Ridge Fire District	0.0013008029%
New York	RIVERHEAD TOWN	0.0079099321%
New York	Rochester city	0.1541423443%
New York	Rochester City School District Board of Education	0.0154142344%
New York	Rochester Public School District	0.0154142344%

New York	ROCKLAND COUNTY	0.0670450868%
New York	Rockville Centre Public Library	0.0005730173%
New York	Rome city	0.0054254726%
New York	Rosalyn Water District	0.0005300096%
New York	RYE TOWN	0.0000400910%
New York	SALINA TOWN	0.0003665532%
New York	Saltaire village	0.0001246126%
New York	SARATOGA COUNTY	0.0365433101%
New York	Saratoga Springs city	0.0049041329%
New York	Schenectady city	0.0057340584%
New York	SCHENECTADY COUNTY	0.0249907436%
New York	SCHOHARIE COUNTY	0.0067396234%
New York	SCHUYLER COUNTY	0.0051758014%
New York	SENECA COUNTY	0.0094788220%
New York	Smithtown Fire District	0.0002752921%
New York	SMITHTOWN TOWN	0.0027529208%
New York	South Farmingdale Fire District	0.0001901164%
New York	SOUTHAMPTON TOWN	0.0114660538%
New York	SOUTHOLD TOWN	0.0041215396%
New York	Southwestern Central School District	0.0000257077%
New York	Spring Valley village	0.0030346017%
New York	ST LAWRENCE COUNTY	0.0189294412%
New York	St. James Fire District	0.0000264059%
New York	STEUBEN COUNTY	0.0278742920%
New York	Stewart Manor village	0.0000627849%
New York	Stony Brook Fire District	0.0002752921%
New York	STONY POINT TOWN	0.0010213702%
New York	Suffern village	0.0007215975%
New York	SUFFOLK COUNTY	0.5445760740%
New York	SULLIVAN COUNTY	0.0489596759%
New York	Syracuse city	0.0983935247%
New York	TIOGA COUNTY	0.0136167565%
New York	TOMPKINS COUNTY	0.0245994185%
New York	TONAWANDA TOWN	0.0029582265%
New York	Troy city	0.0083487630%
New York	ULSTER COUNTY	0.0542451349%
New York	UNION TOWN	0.0012588225%
New York	Uniondale Fire District	0.0005730173%
New York	Utica city	0.0154680505%
New York	Valley Stream village	0.0003392140%
New York	Village of the Branch village	0.0001470760%
New York	WAPPINGER TOWN	0.0006286287%
New York	Wappingers Falls village	0.0009240016%
New York	WARREN COUNTY	0.0144018955%
New York	WARWICK TOWN	0.0015624839%
New York	WASHINGTON COUNTY	0.0119564713%
New York	WAYNE COUNTY	0.0256771108%

New York	WEBSTER TOWN	0.0007044543%
New York	West Hampton Dunes village	0.0001169840%
New York	West Haverstraw village	0.0001617887%
New York	West Hempstead Public Library	0.0005730173%
New York	WEST SENECA TOWN	0.0014830487%
New York	Westbury village	0.0000633077%
New York	WESTCHESTER COUNTY	0.1519519849%
New York	White Plains city	0.0068749582%
New York	WYOMING COUNTY	0.0112656274%
New York	YATES COUNTY	0.0061431564%
New York	Yonkers city	0.0644540333%
New York	YORKTOWN TOWN	0.0010849586%
North Carolina	ALAMANCE COUNTY	0.0435166745%
North Carolina	ALEXANDER COUNTY	0.0181307798%
North Carolina	ALLEGHANY COUNTY	0.0052015922%
North Carolina	ANSON COUNTY	0.0062754776%
North Carolina	Apex town	0.0015161370%
North Carolina	ASHE COUNTY	0.0120009074%
North Carolina	Asheville city	0.0085341166%
North Carolina	BEAUFORT COUNTY	0.0158896209%
North Carolina	BERTIE COUNTY	0.0048189824%
North Carolina	BLADEN COUNTY	0.0148889975%
North Carolina	BRUNSWICK COUNTY	0.0674025072%
North Carolina	BUNCOMBE COUNTY	0.0892625691%
North Carolina	BURKE COUNTY	0.0704264953%
North Carolina	Burlington city	0.0041464673%
North Carolina	CABARRUS COUNTY	0.0578675997%
North Carolina	CALDWELL COUNTY	0.0429251090%
North Carolina	CAMDEN COUNTY	0.0026404771%
North Carolina	Canton town	0.0004145158%
North Carolina	CARTERET COUNTY	0.0371050476%
North Carolina	Cary town	0.0052169014%
North Carolina	CASWELL COUNTY	0.0061285994%
North Carolina	CATAWBA COUNTY	0.0729457707%
North Carolina	Chapel Hill town	0.0030509535%
North Carolina	Charlotte city	0.0451466548%
North Carolina	CHATHAM COUNTY	0.0158598728%
North Carolina	CHEROKEE COUNTY	0.0276220162%
North Carolina	CHOWAN COUNTY	0.0038659181%
North Carolina	CLEVELAND COUNTY	0.0389290434%
North Carolina	COLUMBUS COUNTY	0.0428928650%
North Carolina	Concord city	0.0082317377%
North Carolina	Cornelius town	0.0008786234%
North Carolina	CRAVEN COUNTY	0.0443148172%
North Carolina	CUMBERLAND COUNTY	0.0942032237%
North Carolina	CURRITUCK COUNTY	0.0067596040%
North Carolina	DARE COUNTY	0.0159431566%

North Carolina	DAVIDSON COUNTY	0.0671141513%
North Carolina	DAVIE COUNTY	0.0178338850%
North Carolina	DUPLIN COUNTY	0.0133926632%
North Carolina	Durham city	0.0137668563%
North Carolina	DURHAM COUNTY	0.0649036254%
North Carolina	EDGECOMBE COUNTY	0.0130375481%
North Carolina	Fayetteville city	0.0112106464%
North Carolina	FORSYTH COUNTY	0.1087810623%
North Carolina	FRANKLIN COUNTY	0.0174745689%
North Carolina	Fuquay-Varina town	0.0007390625%
North Carolina	Garner town	0.0011424525%
North Carolina	GASTON COUNTY	0.1067778840%
North Carolina	Gastonia city	0.0093285552%
North Carolina	Goldsboro city	0.0029170032%
North Carolina	GRANVILLE COUNTY	0.0203771303%
North Carolina	GREENE COUNTY	0.0044471544%
North Carolina	Greensboro city	0.0190864164%
North Carolina	Greenville city	0.0058866059%
North Carolina	GUILFORD COUNTY	0.1218867719%
North Carolina	HALIFAX COUNTY	0.0153409872%
North Carolina	HARNETT COUNTY	0.0344775542%
North Carolina	HAYWOOD COUNTY	0.0279467540%
North Carolina	Henderson city	0.0011672029%
North Carolina	HENDERSON COUNTY	0.0483353467%
North Carolina	Hickory city	0.0034335046%
North Carolina	High Point city	0.0074705897%
North Carolina	HOKE COUNTY	0.0118544070%
North Carolina	Holly Springs town	0.0007887691%
North Carolina	Huntersville town	0.0013299106%
North Carolina	Indian Trail town	0.0003098270%
North Carolina	IREDELL COUNTY	0.0693611427%
North Carolina	JACKSON COUNTY	0.0178687014%
North Carolina	Jacksonville city	0.0034383994%
North Carolina	JOHNSTON COUNTY	0.0437061067%
North Carolina	JONES COUNTY	0.0031455190%
North Carolina	Kannapolis city	0.0029013927%
North Carolina	LEE COUNTY	0.0206730107%
North Carolina	LENOIR COUNTY	0.0197987706%
North Carolina	LINCOLN COUNTY	0.0321224741%
North Carolina	MACON COUNTY	0.0159097484%
North Carolina	MADISON COUNTY	0.0084181537%
North Carolina	MARTIN COUNTY	0.0079122489%
North Carolina	Matthews town	0.0008460605%
North Carolina	MCDOWELL COUNTY	0.0206360424%
North Carolina	MECKLENBURG COUNTY	0.1779658507%
North Carolina	MITCHELL COUNTY	0.0108562398%
North Carolina	Monroe city	0.0021096574%

North Carolina	MOORE COUNTY	0.0309652298%
North Carolina	Mooreville town	0.0034201504%
North Carolina	NASH COUNTY	0.0273660968%
North Carolina	NEW HANOVER COUNTY	0.1040177898%
North Carolina	ONslow COUNTY	0.0588817389%
North Carolina	ORANGE COUNTY	0.0340013667%
North Carolina	PAMLICO COUNTY	0.0041621998%
North Carolina	PASQUOTANK COUNTY	0.0129585962%
North Carolina	PENDER COUNTY	0.0201940716%
North Carolina	PERSON COUNTY	0.0138282370%
North Carolina	PITT COUNTY	0.0484612478%
North Carolina	POLK COUNTY	0.0090508870%
North Carolina	Raleigh city	0.0205099223%
North Carolina	RANDOLPH COUNTY	0.0512823921%
North Carolina	RICHMOND COUNTY	0.0253793757%
North Carolina	ROBESON COUNTY	0.0459588779%
North Carolina	ROCKINGHAM COUNTY	0.0445087488%
North Carolina	Rocky Mount city	0.0038764823%
North Carolina	ROWAN COUNTY	0.0771528425%
North Carolina	RUTHERFORD COUNTY	0.0312909084%
North Carolina	Salisbury city	0.0044164493%
North Carolina	SAMPSON COUNTY	0.0217579513%
North Carolina	Sanford city	0.0029090290%
North Carolina	SCOTLAND COUNTY	0.0154342754%
North Carolina	STANLY COUNTY	0.0234937435%
North Carolina	STOKES COUNTY	0.0217111610%
North Carolina	SURRY COUNTY	0.0492937792%
North Carolina	TRANSYLVANIA COUNTY	0.0170804100%
North Carolina	TYRRELL COUNTY	0.0014868651%
North Carolina	UNION COUNTY	0.0497965764%
North Carolina	VANCE COUNTY	0.0194070076%
North Carolina	WAKE COUNTY	0.1699664432%
North Carolina	Wake Forest town	0.0011795487%
North Carolina	WARREN COUNTY	0.0037818551%
North Carolina	WASHINGTON COUNTY	0.0025775134%
North Carolina	WATAUGA COUNTY	0.0149828029%
North Carolina	WAYNE COUNTY	0.0318982048%
North Carolina	WILKES COUNTY	0.0697741092%
North Carolina	Wilmington city	0.0043246782%
North Carolina	Wilson city	0.0033151000%
North Carolina	WILSON COUNTY	0.0198576773%
North Carolina	Winston-Salem city	0.0178945483%
North Carolina	YADKIN COUNTY	0.0197660415%
North Carolina	YANCEY COUNTY	0.0135164814%
North Dakota	BARNES COUNTY	0.0007250189%
North Dakota	BENSON COUNTY	0.0014716635%
North Dakota	Bismarck city	0.0149029374%

North Dakota	BURLEIGH COUNTY	0.0104659173%
North Dakota	CASS COUNTY	0.0172751005%
North Dakota	Devils Lake city	0.0006858196%
North Dakota	DICKEY COUNTY	0.0007402042%
North Dakota	DUNN COUNTY	0.0008184803%
North Dakota	EDDY COUNTY	0.0003592168%
North Dakota	Fargo city	0.0243535683%
North Dakota	FOSTER COUNTY	0.0005377036%
North Dakota	Grand Forks city	0.0136307268%
North Dakota	GRAND FORKS COUNTY	0.0100003582%
North Dakota	LA MOURE COUNTY	0.0005088275%
North Dakota	Lisbon city	0.0002598216%
North Dakota	MCKENZIE COUNTY	0.0018049544%
North Dakota	MCLEAN COUNTY	0.0019074391%
North Dakota	MERCER COUNTY	0.0015622387%
North Dakota	Minot city	0.0054730470%
North Dakota	MORTON COUNTY	0.0050203716%
North Dakota	MOUNTRAIL COUNTY	0.0019080097%
North Dakota	PEMBINA COUNTY	0.0016753470%
North Dakota	PIERCE COUNTY	0.0009735711%
North Dakota	RAMSEY COUNTY	0.0023740364%
North Dakota	RANSOM COUNTY	0.0010409868%
North Dakota	RICHLAND COUNTY	0.0035517808%
North Dakota	ROLETTE COUNTY	0.0028400018%
North Dakota	SARGENT COUNTY	0.0009988402%
North Dakota	STARK COUNTY	0.0062370536%
North Dakota	TOWNER COUNTY	0.0002283542%
North Dakota	WALSH COUNTY	0.0023385667%
North Dakota	WARD COUNTY	0.0063594775%
North Dakota	WELLS COUNTY	0.0006905845%
North Dakota	West Fargo city	0.0034866389%
North Dakota	WILLIAMS COUNTY	0.0041971682%
Ohio	ADAMS COUNTY	0.0153200960%
Ohio	Akron city	0.0388657391%
Ohio	ALLEN COUNTY	0.0180522073%
Ohio	Alliance city	0.0039231030%
Ohio	ANDERSON TOWNSHIP	0.0033558573%
Ohio	Ashland city	0.0029901445%
Ohio	ASHLAND COUNTY	0.0091049613%
Ohio	ASHTABULA COUNTY	0.0327662406%
Ohio	ATHENS COUNTY	0.0202185194%
Ohio	ATHENS TOWNSHIP (ATHENS)	0.0001139957%
Ohio	AUGLAIZE COUNTY	0.0072711025%
Ohio	Aurora city	0.0012990037%
Ohio	AUSTINTOWN TOWNSHIP	0.0039256317%
Ohio	Barberton city	0.0051346863%
Ohio	BATH TOWNSHIP (GREENE)	0.0000077373%

Ohio	Beavercreek city	0.0037209611%
Ohio	BEAVERCREEK TOWNSHIP	0.0059487133%
Ohio	BELMONT COUNTY	0.0216326581%
Ohio	Board of Education of Boardman Local Schools	0.0006212965%
Ohio	Board of Education of Liberty Local Schools	0.0005069549%
Ohio	BOARDMAN TOWNSHIP	0.0062129650%
Ohio	Boston Heights village	0.0003404989%
Ohio	BOSTON TOWNSHIP	0.0000161533%
Ohio	Bowling Green city	0.0033199713%
Ohio	Broadview Heights city	0.0010002566%
Ohio	Brooklyn Heights village	0.0004450622%
Ohio	BROWN COUNTY	0.0205239595%
Ohio	Brunswick city	0.0052812005%
Ohio	BUTLER COUNTY	0.1185871240%
Ohio	Canton city	0.0216383666%
Ohio	CARROLL COUNTY	0.0056232258%
Ohio	CHAMPAIGN COUNTY	0.0100095730%
Ohio	Cincinnati city	0.0847954344%
Ohio	CLARK COUNTY	0.0535964218%
Ohio	CLEAR CREEK TOWNSHIP	0.0038560878%
Ohio	CLERMONT COUNTY	0.0844542733%
Ohio	Cleveland city	0.0794174028%
Ohio	Cleveland Heights city	0.0037992320%
Ohio	CLINTON COUNTY	0.0176565859%
Ohio	Clinton village	0.0000501614%
Ohio	COLERAIN TOWNSHIP (HAMILTON)	0.0061662775%
Ohio	COLUMBIANA COUNTY	0.0301343420%
Ohio	Columbus city	0.1780025580%
Ohio	CONCORD TOWNSHIP (MIAMI)	0.0002128798%
Ohio	COPLEY TOWNSHIP	0.0028442913%
Ohio	COSHOCTON COUNTY	0.0083349509%
Ohio	COVENTRY TOWNSHIP	0.0004969327%
Ohio	CRAWFORD COUNTY	0.0114469299%
Ohio	CUYAHOGA COUNTY	0.2951570440%
Ohio	Cuyahoga Falls city	0.0079904553%
Ohio	DARKE COUNTY	0.0116949992%
Ohio	Dayton city	0.0588938950%
Ohio	DEERFIELD TOWNSHIP (WARREN)	0.0050784992%
Ohio	DEFIANCE COUNTY	0.0075406655%
Ohio	Delaware city	0.0050781477%
Ohio	DELAWARE COUNTY	0.0212417771%
Ohio	Dublin city	0.0041895992%
Ohio	East Cleveland city	0.0024614330%
Ohio	Elyria city	0.0116355817%
Ohio	ERIE COUNTY	0.0199903553%
Ohio	Euclid city	0.0041317221%
Ohio	Fairborn city	0.0068111418%

Ohio	Fairfield city	0.0127629510%
Ohio	FAIRFIELD COUNTY	0.0275429338%
Ohio	Fairlawn city	0.0029786199%
Ohio	FAYETTE COUNTY	0.0112680583%
Ohio	Findlay city	0.0051257309%
Ohio	Fostoria city	0.0022590869%
Ohio	Four County Board of Alcohol, Drug Addiction and Mental Health Services	0.0027067307%
Ohio	FRANKLIN COUNTY	0.2552935721%
Ohio	FRANKLIN TOWNSHIP (WARREN)	0.0001560088%
Ohio	FULTON COUNTY	0.0080715188%
Ohio	Gahanna city	0.0031934219%
Ohio	GALLIA COUNTY	0.0144324192%
Ohio	Garfield Heights city	0.0022601616%
Ohio	GEAUGA COUNTY	0.0177963450%
Ohio	Green city	0.0037382589%
Ohio	GREEN TOWNSHIP (HAMILTON)	0.0042069757%
Ohio	GREENE COUNTY	0.0399762063%
Ohio	Grove City city	0.0032331677%
Ohio	GUERNSEY COUNTY	0.0128355604%
Ohio	Hamilton city	0.0298336650%
Ohio	HAMILTON COUNTY	0.2582876005%
Ohio	HANCOCK COUNTY	0.0125947234%
Ohio	HARDIN COUNTY	0.0098609855%
Ohio	HARRISON COUNTY	0.0033989223%
Ohio	HIGHLAND COUNTY	0.0171253430%
Ohio	Hilliard city	0.0022058561%
Ohio	HOCKING COUNTY	0.0112890940%
Ohio	HOLMES COUNTY	0.0058969950%
Ohio	Huber Heights city	0.0055241133%
Ohio	Huron city	0.0013352259%
Ohio	HURON COUNTY	0.0160492200%
Ohio	Ironton city	0.0039190567%
Ohio	JACKSON COUNTY	0.0213387414%
Ohio	JACKSON TOWNSHIP (FRANKLIN)	0.0029168905%
Ohio	JACKSON TOWNSHIP (STARK)	0.0060506425%
Ohio	JEFFERSON COUNTY	0.0292078178%
Ohio	Kent city	0.0022638500%
Ohio	Kettering city	0.0149260200%
Ohio	KNOX COUNTY	0.0137404754%
Ohio	LAKE COUNTY	0.0564291504%
Ohio	Lakemore village	0.0003685550%
Ohio	Lakewood city	0.0044462622%
Ohio	Lancaster city	0.0069026237%
Ohio	LAWRENCE COUNTY	0.0234744699%
Ohio	Lebanon city	0.0038530083%
Ohio	Lexington village	0.0004111480%

Ohio	LIBERTY TOWNSHIP (BUTLER)	0.0050695489%
Ohio	LIBERTY TOWNSHIP (DELAWARE)	0.0028526833%
Ohio	LICKING COUNTY	0.0313986713%
Ohio	Lima city	0.0076189554%
Ohio	LOGAN COUNTY	0.0117818270%
Ohio	Lorain city	0.0124959650%
Ohio	LORAIN COUNTY	0.0589145831%
Ohio	LUCAS COUNTY	0.1410131591%
Ohio	Lucas County Children Services Board	0.0141013159%
Ohio	Lyndhurst city	0.0014941111%
Ohio	Macedonia city	0.0023244031%
Ohio	MADISON COUNTY	0.0113026082%
Ohio	MAHONING COUNTY	0.0705692694%
Ohio	Mansfield city	0.0094402770%
Ohio	Marietta city	0.0037617980%
Ohio	Marion city	0.0110108573%
Ohio	MARION COUNTY	0.0148820859%
Ohio	MARION TOWNSHIP (MARION)	0.0023219175%
Ohio	Mason city	0.0066621952%
Ohio	Massillon city	0.0052702519%
Ohio	Mayfield Heights city	0.0020292658%
Ohio	MEDINA COUNTY	0.0345152993%
Ohio	Medina County (Prosecuting Attorney)	0.0034515300%
Ohio	MEIGS COUNTY	0.0087617891%
Ohio	Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties	0.0035184295%
Ohio	Mental Health & Recovery Services Board of Lucas County	0.0141013159%
Ohio	Mentor city	0.0110053773%
Ohio	MERCER COUNTY	0.0073015351%
Ohio	MIAMI COUNTY	0.0254860421%
Ohio	MIAMI TOWNSHIP (CLERMONT)	0.0096490713%
Ohio	MIAMI TOWNSHIP (MONTGOMERY)	0.0059748421%
Ohio	Middletown city	0.0256980337%
Ohio	MIFFLIN TOWNSHIP (FRANKLIN)	0.0040388484%
Ohio	Mogadore village	0.0004746510%
Ohio	MONROE COUNTY	0.0033882528%
Ohio	MONTGOMERY COUNTY	0.2277795699%
Ohio	Montgomery County (Prosecuting Attorney)	0.0227779570%
Ohio	MORROW COUNTY	0.0096710625%
Ohio	Munroe Falls city	0.0006384885%
Ohio	MUSKINGUM COUNTY	0.0228768209%
Ohio	New Franklin city	0.0012961056%
Ohio	Newark city	0.0078408806%
Ohio	Newburgh Heights village	0.0001887240%
Ohio	NOBLE COUNTY	0.0043550823%
Ohio	North Olmsted city	0.0017636932%

Ohio	North Ridgeville city	0.0048504507%
Ohio	North Royalton city	0.0021627493%
Ohio	Norton city	0.0016511528%
Ohio	Norwalk city	0.0029635564%
Ohio	NORWICH TOWNSHIP (FRANKLIN)	0.0038892991%
Ohio	Olmsted Falls city	0.0005130239%
Ohio	ORANGE TOWNSHIP (DELAWARE)	0.0023444326%
Ohio	OTTAWA COUNTY	0.0105544329%
Ohio	PAINESVILLE TOWNSHIP	0.0014741551%
Ohio	Parma city	0.0068059270%
Ohio	Parma Heights city	0.0014383478%
Ohio	Peninsula village	0.0002223236%
Ohio	PERRY COUNTY	0.0104991530%
Ohio	PICKAWAY COUNTY	0.0041198041%
Ohio	PIKE COUNTY	0.0135493723%
Ohio	PLAIN TOWNSHIP (STARK)	0.0020465598%
Ohio	PORTAGE COUNTY	0.0405195906%
Ohio	Portage County (County Prosecutor)	0.0040519591%
Ohio	Portsmouth city	0.0098515862%
Ohio	PREBLE COUNTY	0.0135272720%
Ohio	PUTNAM COUNTY	0.0060554843%
Ohio	Ravenna city	0.0009639506%
Ohio	Reynoldsburg city	0.0030747011%
Ohio	Richfield village	0.0017637071%
Ohio	RICHLAND COUNTY	0.0328808403%
Ohio	Richland County Children's Services	0.0032880840%
Ohio	ROSS COUNTY	0.0445883996%
Ohio	Sandusky city	0.0055631358%
Ohio	SANDUSKY COUNTY	0.0135530658%
Ohio	SCIOTO COUNTY	0.0414666988%
Ohio	SENECA COUNTY	0.0123550436%
Ohio	Seven Hills city	0.0009197474%
Ohio	SHELBY COUNTY	0.0114757994%
Ohio	Silver Lake village	0.0003842832%
Ohio	Springfield city	0.0208876701%
Ohio	SPRINGFIELD TOWNSHIP (HAMILTON)	0.0046485550%
Ohio	SPRINGFIELD TOWNSHIP (SUMMIT)	0.0020714730%
Ohio	St. Marys city	0.0012399909%
Ohio	STARK COUNTY	0.0675504445%
Ohio	Stow city	0.0065094345%
Ohio	Strongsville city	0.0032611146%
Ohio	SUMMIT COUNTY	0.1453381159%
Ohio	Summit County Public Health District	0.0145338116%
Ohio	SYLVANIA TOWNSHIP	0.0055041040%
Ohio	Tallmadge city	0.0025613486%
Ohio	Toledo city	0.0449770653%
Ohio	TRUMBULL COUNTY	0.0891081395%

Ohio	TUSCARAWAS COUNTY	0.0164146016%
Ohio	Tuscarawas County (Prosecuting Attorney)	0.0016414602%
Ohio	UNION COUNTY	0.0132411141%
Ohio	UNION TOWNSHIP (CLERMONT)	0.0140489746%
Ohio	Upper Arlington city	0.0052857683%
Ohio	Valley Fire District Ohio	0.0000238477%
Ohio	Van Wert city	0.0023323129%
Ohio	VAN WERT COUNTY	0.0049509741%
Ohio	VINTON COUNTY	0.0048081964%
Ohio	VIOLET TOWNSHIP	0.0027426500%
Ohio	Warren city	0.0155257740%
Ohio	WARREN COUNTY	0.0463289939%
Ohio	Warrensville Heights city	0.0015929166%
Ohio	WASHINGTON COUNTY	0.0146676225%
Ohio	WASHINGTON TOWNSHIP (FRANKLIN)	0.0054043305%
Ohio	WASHINGTON TOWNSHIP (MONTGOMERY)	0.0058056286%
Ohio	WAYNE COUNTY	0.0099574944%
Ohio	WEST CHESTER TOWNSHIP	0.0164828057%
Ohio	Westerville city	0.0093613819%
Ohio	Westlake city	0.0020757933%
Ohio	Wickliffe city	0.0023957627%
Ohio	WILLIAMS COUNTY	0.0066486975%
Ohio	WOOD COUNTY	0.0265416762%
Ohio	WYANDOT COUNTY	0.0042303270%
Ohio	Youngstown city	0.0253687626%
Oklahoma	Ada city	0.0149300659%
Oklahoma	Altus city	0.0010614923%
Oklahoma	Anadarko city	0.0037142285%
Oklahoma	Atoka city	0.0011711951%
Oklahoma	ATOKA COUNTY	0.0034271075%
Oklahoma	Bartlesville city	0.0129940872%
Oklahoma	BECKHAM COUNTY	0.0034437622%
Oklahoma	Bethany city	0.0042352276%
Oklahoma	Broken Arrow city	0.0331076032%
Oklahoma	BRYAN COUNTY	0.0054887675%
Oklahoma	Burns Flat town	0.0005081126%
Oklahoma	CADDO COUNTY	0.0049655032%
Oklahoma	CANADIAN COUNTY	0.0086540204%
Oklahoma	CARTER COUNTY	0.0086191907%
Oklahoma	CHEROKEE COUNTY	0.0008519546%
Oklahoma	CHOCTAW COUNTY	0.0037767547%
Oklahoma	CIMARRON COUNTY	0.0006101181%
Oklahoma	CLEVELAND COUNTY	0.0039608812%
Oklahoma	COAL COUNTY	0.0015123671%
Oklahoma	Collinsville city	0.0021398821%
Oklahoma	COMANCHE COUNTY	0.0352972040%
Oklahoma	CRAIG COUNTY	0.0018468884%

Oklahoma	CREEK COUNTY	0.0141965576%
Oklahoma	CUSTER COUNTY	0.0034119816%
Oklahoma	DELAWARE COUNTY	0.0036226879%
Oklahoma	DEWEY COUNTY	0.0002150960%
Oklahoma	Edmond city	0.0249358592%
Oklahoma	El Reno city	0.0035042616%
Oklahoma	Elk City city	0.0061205001%
Oklahoma	Enid city	0.0126119990%
Oklahoma	Fort Cobb town	0.0000269257%
Oklahoma	GARFIELD COUNTY	0.0039719231%
Oklahoma	GARVIN COUNTY	0.0015505142%
Oklahoma	GRADY COUNTY	0.0167222545%
Oklahoma	GREER COUNTY	0.0006347715%
Oklahoma	Guthrie city	0.0031669252%
Oklahoma	HARMON COUNTY	0.0004381317%
Oklahoma	HARPER COUNTY	0.0006769466%
Oklahoma	HASKELL COUNTY	0.0023861069%
Oklahoma	HUGHES COUNTY	0.0017621793%
Oklahoma	JACKSON COUNTY	0.0081648694%
Oklahoma	JEFFERSON COUNTY	0.0029511101%
Oklahoma	Jenks city	0.0030815586%
Oklahoma	JOHNSTON COUNTY	0.0029689505%
Oklahoma	KAY COUNTY	0.0051816457%
Oklahoma	KIOWA COUNTY	0.0018184439%
Oklahoma	LATIMER COUNTY	0.0050500443%
Oklahoma	Lawton city	0.0056516772%
Oklahoma	LE FLORE COUNTY	0.0140428610%
Oklahoma	LINCOLN COUNTY	0.0038331256%
Oklahoma	LOGAN COUNTY	0.0080800841%
Oklahoma	LOVE COUNTY	0.0015895369%
Oklahoma	MAJOR COUNTY	0.0001921537%
Oklahoma	MAYES COUNTY	0.0097957273%
Oklahoma	MCCLAIN COUNTY	0.0040755550%
Oklahoma	MCCURTAIN COUNTY	0.0073264774%
Oklahoma	Midwest City city	0.0233083862%
Oklahoma	Moore city	0.0043226857%
Oklahoma	Muskogee city	0.0427190289%
Oklahoma	MUSKOGEE COUNTY	0.0021963261%
Oklahoma	Mustang city	0.0028235870%
Oklahoma	NOBLE COUNTY	0.0003913889%
Oklahoma	Norman city	0.0753906837%
Oklahoma	NOWATA COUNTY	0.0009697737%
Oklahoma	OKFUSKEE COUNTY	0.0021521916%
Oklahoma	Oklahoma City city	0.2448029611%
Oklahoma	OKLAHOMA COUNTY	0.0488835257%
Oklahoma	OKMULGEE COUNTY	0.0033246010%
Oklahoma	OSAGE COUNTY	0.0049034291%

Oklahoma	OTTAWA COUNTY	0.0029625640%
Oklahoma	Owasso city	0.0127209379%
Oklahoma	PAWNEE COUNTY	0.0042655153%
Oklahoma	PAYNE COUNTY	0.0059419103%
Oklahoma	PITTSBURG COUNTY	0.0017175811%
Oklahoma	Ponca City city	0.0074105103%
Oklahoma	PONTOTOC COUNTY	0.0049901091%
Oklahoma	POTTAWATOMIE COUNTY	0.0102240618%
Oklahoma	ROGER MILLS COUNTY	0.0007119283%
Oklahoma	ROGERS COUNTY	0.0149830920%
Oklahoma	Seminole city	0.0037783295%
Oklahoma	SEMINOLE COUNTY	0.0047656508%
Oklahoma	SEQUOYAH COUNTY	0.0207445925%
Oklahoma	Shawnee city	0.0232278214%
Oklahoma	STEPHENS COUNTY	0.0088097310%
Oklahoma	Stillwater city	0.0144032716%
Oklahoma	TEXAS COUNTY	0.0062041124%
Oklahoma	TILLMAN COUNTY	0.0015381703%
Oklahoma	Tulsa city	0.2021684647%
Oklahoma	TULSA COUNTY	0.0881253194%
Oklahoma	WAGONER COUNTY	0.0085559223%
Oklahoma	WASHINGTON COUNTY	0.0056362355%
Oklahoma	WOODS COUNTY	0.0006274159%
Oklahoma	WOODWARD COUNTY	0.0028989797%
Oklahoma	Yukon city	0.0052940672%
Oregon	Albany city	0.0175780787%
Oregon	Beaverton city	0.0147460893%
Oregon	Bend city	0.0143418766%
Oregon	BENTON COUNTY	0.0149267139%
Oregon	CLACKAMAS COUNTY	0.1166718999%
Oregon	CLATSOP COUNTY	0.0118381929%
Oregon	COLUMBIA COUNTY	0.0113045276%
Oregon	COOS COUNTY	0.0182183310%
Oregon	Corvallis city	0.0100746206%
Oregon	CURRY COUNTY	0.0079629003%
Oregon	DESCHUTES COUNTY	0.0341749384%
Oregon	DOUGLAS COUNTY	0.0344796516%
Oregon	Eugene city	0.0419328988%
Oregon	Grants Pass city	0.0125028259%
Oregon	Gresham city	0.0149317758%
Oregon	Hillsboro city	0.0229073477%
Oregon	JACKSON COUNTY	0.0582333021%
Oregon	JOSEPHINE COUNTY	0.0247987246%
Oregon	Keizer city	0.0029106782%
Oregon	KLAMATH COUNTY	0.0183129541%
Oregon	Lake Oswego city	0.0105309124%
Oregon	LANE COUNTY	0.0924327426%

Oregon	LINCOLN COUNTY	0.0189658189%
Oregon	LINN COUNTY	0.0255281567%
Oregon	MALHEUR COUNTY	0.0067068046%
Oregon	MARION COUNTY	0.0601327389%
Oregon	McMinnville city	0.0072952183%
Oregon	Medford city	0.0236017570%
Oregon	MULTNOMAH COUNTY	0.2113091854%
Oregon	Oregon City city	0.0041992682%
Oregon	POLK COUNTY	0.0106552417%
Oregon	Portland city	0.1256522679%
Oregon	Redmond city	0.0023544581%
Oregon	Salem city	0.0462265406%
Oregon	Springfield city	0.0177190345%
Oregon	Tigard city	0.0076692489%
Oregon	UMATILLA COUNTY	0.0122833770%
Oregon	WASHINGTON COUNTY	0.1087808605%
Oregon	YAMHILL COUNTY	0.0203492214%
Pennsylvania	ABINGTON TOWNSHIP	0.0087710959%
Pennsylvania	ADAMS COUNTY	0.0228432371%
Pennsylvania	Aliquippa city	0.0006442087%
Pennsylvania	ALLEGHENY COUNTY	0.4292026219%
Pennsylvania	Allegheny County (District Attorney)	0.0429202622%
Pennsylvania	Allentown city	0.0159128597%
Pennsylvania	Altoona city	0.0067695384%
Pennsylvania	ARMSTRONG COUNTY	0.0306042780%
Pennsylvania	BEAVER COUNTY	0.0633630825%
Pennsylvania	Beaver County (District Attorney)	0.0063363083%
Pennsylvania	BEDFORD COUNTY	0.0134398592%
Pennsylvania	BENSALEM TOWNSHIP	0.0155347718%
Pennsylvania	BERKS COUNTY	0.0810179050%
Pennsylvania	Berks County (District Attorney)	0.0081017905%
Pennsylvania	Bethel Park municipality	0.0026500993%
Pennsylvania	Bethlehem city	0.0074360022%
Pennsylvania	BLAIR COUNTY	0.0435841647%
Pennsylvania	BRADFORD COUNTY	0.0163505194%
Pennsylvania	BRISTOL TOWNSHIP	0.0083469203%
Pennsylvania	BUCKS COUNTY	0.1846677718%
Pennsylvania	Bucks County (District Attorney)	0.0184667771%
Pennsylvania	BUTLER COUNTY	0.0601948059%
Pennsylvania	Butler County (District Attorney)	0.0060194806%
Pennsylvania	CAMBRIA COUNTY	0.1116023780%
Pennsylvania	CARBON COUNTY	0.0213788634%
Pennsylvania	CENTRE COUNTY	0.0274994609%
Pennsylvania	CHELTENHAM TOWNSHIP	0.0054406582%
Pennsylvania	Chester city	0.0095745610%
Pennsylvania	CHESTER COUNTY	0.1045553157%
Pennsylvania	Chester County (District Attorney)	0.0104555315%

Pennsylvania	CLARION COUNTY	0.0095796154%
Pennsylvania	CLEARFIELD COUNTY	0.0197803763%
Pennsylvania	Clearfield County (District Attorney)	0.0019780377%
Pennsylvania	CLINTON COUNTY	0.0100620877%
Pennsylvania	Coatesville city	0.0020089424%
Pennsylvania	COLUMBIA COUNTY	0.0142928667%
Pennsylvania	CRANBERRY TOWNSHIP (BUTLER)	0.0031796435%
Pennsylvania	CRAWFORD COUNTY	0.0317332594%
Pennsylvania	CUMBERLAND COUNTY	0.0588881131%
Pennsylvania	DAUPHIN COUNTY	0.0666964816%
Pennsylvania	Dauphin County (District Attorney)	0.0066696482%
Pennsylvania	DELAWARE COUNTY	0.2065103930%
Pennsylvania	Delaware County (District Attorney)	0.0206510393%
Pennsylvania	Edwardsville borough	0.0009693958%
Pennsylvania	Erie city	0.0092951130%
Pennsylvania	ERIE COUNTY	0.0818307055%
Pennsylvania	Erie County (District Attorney)	0.0081830706%
Pennsylvania	Exeter borough	0.0004169511%
Pennsylvania	FAIRVIEW TOWNSHIP (LUZERNE)	0.0003093966%
Pennsylvania	FALLS TOWNSHIP (BUCKS)	0.0055953330%
Pennsylvania	FAYETTE COUNTY	0.0698054641%
Pennsylvania	Forty Fort borough	0.0005349835%
Pennsylvania	FRANKLIN COUNTY	0.0334897568%
Pennsylvania	GREENE COUNTY	0.0148863254%
Pennsylvania	HAMPDEN TOWNSHIP	0.0017601079%
Pennsylvania	HANOVER TOWNSHIP (LUZERNE)	0.0012536484%
Pennsylvania	Harrisburg city	0.0065728135%
Pennsylvania	HAVERFORD TOWNSHIP	0.0072067976%
Pennsylvania	Hazleton city	0.0046723736%
Pennsylvania	HEMPFIELD TOWNSHIP (WESTMORELAND)	0.0006132986%
Pennsylvania	HUNTINGDON COUNTY	0.0092282360%
Pennsylvania	INDIANA COUNTY	0.0333126497%
Pennsylvania	JEFFERSON COUNTY	0.0130118234%
Pennsylvania	Kingston borough	0.0029584717%
Pennsylvania	LACKAWANNA COUNTY	0.0701247933%
Pennsylvania	Lancaster city	0.0107860217%
Pennsylvania	LANCASTER COUNTY	0.1023540897%
Pennsylvania	LAWRENCE COUNTY	0.0438066164%
Pennsylvania	Lawrence County (District Attorney)	0.0043806616%
Pennsylvania	LEBANON COUNTY	0.0315668461%
Pennsylvania	LEHIGH COUNTY	0.0814239814%
Pennsylvania	Lehigh County (District Attorney)	0.0081423981%
Pennsylvania	Lock Haven city	0.0016114657%
Pennsylvania	LOWER MACUNGIE TOWNSHIP	0.0002417307%
Pennsylvania	LOWER MAKEFIELD TOWNSHIP	0.0025505605%
Pennsylvania	LOWER MERION TOWNSHIP	0.0123419857%
Pennsylvania	LOWER PAXTON TOWNSHIP	0.0013426404%

Pennsylvania	LOWER SOUTHAMPTON TOWNSHIP	0.0034807529%
Pennsylvania	LUZERNE COUNTY	0.0819362431%
Pennsylvania	LYCOMING COUNTY	0.0234877583%
Pennsylvania	MAHONING TOWNSHIP (LAWRENCE)	0.0001779731%
Pennsylvania	MANHEIM TOWNSHIP (LANCASTER)	0.0034937954%
Pennsylvania	MCKEAN COUNTY	0.0107854004%
Pennsylvania	MERCER COUNTY	0.0315751321%
Pennsylvania	MIDDLETOWN TOWNSHIP (BUCKS)	0.0062733555%
Pennsylvania	MIFFLIN COUNTY	0.0098080080%
Pennsylvania	MILLCREEK TOWNSHIP (ERIE)	0.0030689394%
Pennsylvania	MONROE COUNTY	0.0472636029%
Pennsylvania	MONTGOMERY COUNTY	0.1992579203%
Pennsylvania	Morrisville borough	0.0010334910%
Pennsylvania	MOUNT LEBANON TOWNSHIP	0.0046981931%
Pennsylvania	Nanticoke city	0.0036883117%
Pennsylvania	New Castle city	0.0077173415%
Pennsylvania	NEWTOWN TOWNSHIP (BUCKS)	0.0028670381%
Pennsylvania	Norristown borough	0.0046550537%
Pennsylvania	NORTH HUNTINGDON TOWNSHIP	0.0031716289%
Pennsylvania	NORTHAMPTON COUNTY	0.0673423647%
Pennsylvania	Northampton County (District Attorney)	0.0067342365%
Pennsylvania	NORTHAMPTON TOWNSHIP (BUCKS)	0.0037040599%
Pennsylvania	NORTHUMBERLAND COUNTY	0.0275053597%
Pennsylvania	PENN HILLS TOWNSHIP	0.0040166942%
Pennsylvania	PERRY COUNTY	0.0130040391%
Pennsylvania	Philadelphia city	0.7879887961%
Pennsylvania	Philadelphia City and County (District Attorney)	0.0787988796%
Pennsylvania	PIKE COUNTY	0.0191249394%
Pennsylvania	Pittsburgh city	0.0951339276%
Pennsylvania	PLAINS TOWNSHIP	0.0017851397%
Pennsylvania	RADNOR TOWNSHIP	0.0032490718%
Pennsylvania	Reading city	0.0158735080%
Pennsylvania	RIDLEY TOWNSHIP	0.0018425002%
Pennsylvania	ROSS TOWNSHIP (ALLEGHENY)	0.0026552923%
Pennsylvania	SCHUYLKILL COUNTY	0.0474056719%
Pennsylvania	Scranton city	0.0222775583%
Pennsylvania	SNYDER COUNTY	0.0062484937%
Pennsylvania	SOMERSET COUNTY	0.0220569968%
Pennsylvania	State College borough	0.0043498839%
Pennsylvania	Sugar Notch borough	0.0000565716%
Pennsylvania	SUSQUEHANNA COUNTY	0.0128109510%
Pennsylvania	TIOGA COUNTY	0.0109219301%
Pennsylvania	UNION COUNTY	0.0076918803%
Pennsylvania	UNION TOWNSHIP (LAWRENCE)	0.0005010336%
Pennsylvania	UPPER DARBY TOWNSHIP	0.0133295687%
Pennsylvania	UPPER MERION TOWNSHIP	0.0056348163%
Pennsylvania	VENANGO COUNTY	0.0169540132%

Pennsylvania	Wampum borough	0.0000677070%
Pennsylvania	WARMINSTER TOWNSHIP	0.0039901557%
Pennsylvania	WARREN COUNTY	0.0070600795%
Pennsylvania	WARRINGTON TOWNSHIP (BUCKS)	0.0021905345%
Pennsylvania	WASHINGTON COUNTY	0.0731185564%
Pennsylvania	WAYNE COUNTY	0.0200238911%
Pennsylvania	WEST NORRITON TOWNSHIP	0.0017171830%
Pennsylvania	West Pittston borough	0.0004637457%
Pennsylvania	WESTMORELAND COUNTY	0.1536107893%
Pennsylvania	Westmoreland County (District Attorney)	0.0153610789%
Pennsylvania	WILKES BARRE TOWNSHIP	0.0011069822%
Pennsylvania	Wilkes-Barre city	0.0151380695%
Pennsylvania	WRIGHT TOWNSHIP	0.0005119360%
Pennsylvania	Wyoming borough	0.0003631745%
Pennsylvania	WYOMING COUNTY	0.0092002994%
Pennsylvania	Wyoming County (District Attorney)	0.0009200300%
Pennsylvania	York city	0.0071236151%
Pennsylvania	YORK COUNTY	0.1053378129%
Puerto Rico	ADJUNTAS	0.0035331568%
Puerto Rico	AGUADA	0.0073048947%
Puerto Rico	AGUADILLA	0.0127744805%
Puerto Rico	AIBONITO	0.0062934209%
Puerto Rico	ANASCO	0.0039930945%
Puerto Rico	ARECIBO	0.0103381215%
Puerto Rico	ARROYO	0.0162819888%
Puerto Rico	BARCELONETA	0.0045611360%
Puerto Rico	BARRANQUITAS	0.0056669422%
Puerto Rico	BAYAMON	0.0452924726%
Puerto Rico	CABO ROJO	0.0091489249%
Puerto Rico	CAGUAS	0.0372571144%
Puerto Rico	CAMUY	0.0061352465%
Puerto Rico	CANOVANAS	0.0084775781%
Puerto Rico	CAROLINA	0.0341798456%
Puerto Rico	CATANO	0.0060187663%
Puerto Rico	CAYEY	0.0107505780%
Puerto Rico	CEIBA	0.0022903749%
Puerto Rico	CIDRA	0.0092285034%
Puerto Rico	COAMO	0.0078838049%
Puerto Rico	COMERIO	0.0041658485%
Puerto Rico	COROZAL	0.0067959978%
Puerto Rico	DORADO	0.0070930677%
Puerto Rico	FAJARDO	0.0087788223%
Puerto Rico	GUANICA	0.0033759333%
Puerto Rico	GUAYAMA	0.0105107289%
Puerto Rico	GUAYANILLA	0.0038639168%
Puerto Rico	GUAYNABO	0.0183328296%
Puerto Rico	GURABO	0.0078011536%

Puerto Rico	HATILLO	0.0083637269%
Puerto Rico	HORMIGUEROS	0.0031334989%
Puerto Rico	HUMACAO	0.0148882023%
Puerto Rico	ISABELA	0.0079566098%
Puerto Rico	JAYUYA	0.0029709540%
Puerto Rico	JUANA DIAZ	0.0135837340%
Puerto Rico	JUNCOS	0.0075460632%
Puerto Rico	LARES	0.0054178727%
Puerto Rico	LAS MARIAS	0.0018071819%
Puerto Rico	LAS PIEDRAS	0.0066735244%
Puerto Rico	LOIZA	0.0063027603%
Puerto Rico	MANATI	0.0109574539%
Puerto Rico	MARICAO	0.0010370609%
Puerto Rico	MAYAGUEZ	0.0216523624%
Puerto Rico	MOCA	0.0074325766%
Puerto Rico	MOROVIS	0.0060711252%
Puerto Rico	OROCOVIS	0.0041190230%
Puerto Rico	PENUELAS	0.0045723336%
Puerto Rico	PONCE	0.0409282433%
Puerto Rico	QUEBRADILLAS	0.0048122837%
Puerto Rico	RINCON	0.0028522567%
Puerto Rico	RIO GRANDE	0.0102750780%
Puerto Rico	SABANA GRANDE	0.0044476770%
Puerto Rico	SALINAS	0.0063802961%
Puerto Rico	SAN GERMAN	0.0078394718%
Puerto Rico	SAN JUAN	0.1091178058%
Puerto Rico	SAN LORENZO	0.0081618296%
Puerto Rico	SAN SEBASTIAN	0.0072920704%
Puerto Rico	SANTA ISABEL	0.0041197620%
Puerto Rico	TOA ALTA	0.0138788385%
Puerto Rico	TOA BAJA	0.0172242734%
Puerto Rico	TRUJILLO ALTO	0.0151309935%
Puerto Rico	VEGA ALTA	0.0073837025%
Puerto Rico	VEGA BAJA	0.0133519524%
Puerto Rico	ISLA DE VIEQUES	0.0015650486%
Puerto Rico	VILLALBA	0.0044094559%
Puerto Rico	YABUCOA	0.0069920447%
Puerto Rico	YAUCO	0.0090004087%
Rhode Island	BARRINGTON TOWN	0.0114360124%
Rhode Island	BRISTOL TOWN	0.0053807012%
Rhode Island	BURRILLVILLE TOWN	0.0065989396%
Rhode Island	Central Falls city	0.0045482365%
Rhode Island	CHARLESTOWN TOWN	0.0029274810%
Rhode Island	COVENTRY TOWN	0.0178432113%
Rhode Island	Cranston city	0.0392144578%
Rhode Island	CUMBERLAND TOWN	0.0123018796%
Rhode Island	EAST GREENWICH TOWN	0.0086850359%

Rhode Island	East Providence city	0.0215030420%
Rhode Island	FOSTER TOWN	0.0012375571%
Rhode Island	GLOCESTER TOWN	0.0042304643%
Rhode Island	HOPKINTON TOWN	0.0035291734%
Rhode Island	JAMESTOWN TOWN	0.0020983573%
Rhode Island	JOHNSTON TOWN	0.0153630202%
Rhode Island	MIDDLETOWN TOWN	0.0064027438%
Rhode Island	NARRAGANSETT TOWN	0.0063444136%
Rhode Island	Newport city	0.0116044547%
Rhode Island	NORTH KINGSTOWN TOWN	0.0131762271%
Rhode Island	NORTH PROVIDENCE TOWN	0.0125824161%
Rhode Island	Pawtucket city	0.0296594569%
Rhode Island	PORTSMOUTH TOWN	0.0063679341%
Rhode Island	Providence city	0.1068287858%
Rhode Island	RICHMOND TOWN	0.0004071073%
Rhode Island	SCITUATE TOWN	0.0050956626%
Rhode Island	SMITHFIELD TOWN	0.0088128190%
Rhode Island	SOUTH KINGSTOWN TOWN	0.0115763284%
Rhode Island	WARREN TOWN	0.0006931632%
Rhode Island	Warwick city	0.0494313452%
Rhode Island	WEST GREENWICH TOWN	0.0035325187%
Rhode Island	WEST WARWICK TOWN	0.0150354896%
Rhode Island	WESTERLY TOWN	0.0100116235%
Rhode Island	Woonsocket city	0.0192622616%
South Carolina	ABBEVILLE COUNTY	0.0040863353%
South Carolina	Aiken city	0.0134340132%
South Carolina	AIKEN COUNTY	0.0416590259%
South Carolina	ALLENDALE COUNTY	0.0013566161%
South Carolina	ANDERSON COUNTY	0.0500432034%
South Carolina	BAMBERG COUNTY	0.0023874279%
South Carolina	BARNWELL COUNTY	0.0053416201%
South Carolina	BEAUFORT COUNTY	0.0400232509%
South Carolina	BERKELEY COUNTY	0.0349146396%
South Carolina	CALHOUN COUNTY	0.0027912518%
South Carolina	Charleston city	0.0394283688%
South Carolina	CHARLESTON COUNTY	0.0596294645%
South Carolina	CHEROKEE COUNTY	0.0158837876%
South Carolina	Chester city	0.0022274079%
South Carolina	CHESTER COUNTY	0.0063188578%
South Carolina	CHESTERFIELD COUNTY	0.0107008861%
South Carolina	CLARENDON COUNTY	0.0079139515%
South Carolina	COLLETON COUNTY	0.0118085308%
South Carolina	Columbia city	0.0409944426%
South Carolina	DARLINGTON COUNTY	0.0183750263%
South Carolina	DILLON COUNTY	0.0082235462%
South Carolina	DORCHESTER COUNTY	0.0263051255%
South Carolina	EDGEFIELD COUNTY	0.0050689081%

South Carolina	FAIRFIELD COUNTY	0.0053358722%
South Carolina	Florence city	0.0172515189%
South Carolina	FLORENCE COUNTY	0.0339305155%
South Carolina	Georgetown city	0.0045012421%
South Carolina	GEORGETOWN COUNTY	0.0198039157%
South Carolina	Goose Creek city	0.0093814540%
South Carolina	Greenville city	0.0389164244%
South Carolina	GREENVILLE COUNTY	0.1208535071%
South Carolina	GREENWOOD COUNTY	0.0228902421%
South Carolina	Greer city	0.0095819676%
South Carolina	HAMPTON COUNTY	0.0042922015%
South Carolina	Hilton Head Island town	0.0039830195%
South Carolina	HORRY COUNTY	0.0860864416%
South Carolina	JASPER COUNTY	0.0053955378%
South Carolina	KERSHAW COUNTY	0.0178454726%
South Carolina	Kershaw County Hospital Board	0.0017845473%
South Carolina	Kershaw County School Board	0.0017845473%
South Carolina	LANCASTER COUNTY	0.0206549991%
South Carolina	LAURENS COUNTY	0.0168449188%
South Carolina	LEE COUNTY	0.0031626628%
South Carolina	LEXINGTON COUNTY	0.0724093575%
South Carolina	MARION COUNTY	0.0075835143%
South Carolina	MARLBORO COUNTY	0.0058050215%
South Carolina	MCCORMICK COUNTY	0.0020366743%
South Carolina	Mount Pleasant town	0.0098566067%
South Carolina	Myrtle Beach city	0.0326820656%
South Carolina	NEWBERRY COUNTY	0.0095893562%
South Carolina	North Charleston city	0.0304245436%
South Carolina	OCONEE COUNTY	0.0340538789%
South Carolina	Orangeburg city	0.0008037419%
South Carolina	ORANGEBURG COUNTY	0.0244621769%
South Carolina	PICKENS COUNTY	0.0412789000%
South Carolina	RICHLAND COUNTY	0.0664999980%
South Carolina	Rock Hill city	0.0224871953%
South Carolina	SALUDA COUNTY	0.0036277563%
South Carolina	Spartanburg city	0.0203794361%
South Carolina	SPARTANBURG COUNTY	0.1013026273%
South Carolina	Summerville town	0.0110481643%
South Carolina	Sumter city	0.0092393106%
South Carolina	SUMTER COUNTY	0.0161923542%
South Carolina	UNION COUNTY	0.0075012436%
South Carolina	WILLIAMSBURG COUNTY	0.0067966487%
South Carolina	YORK COUNTY	0.0401437617%
South Dakota	BROOKINGS COUNTY	0.0005805756%
South Dakota	BROWN COUNTY	0.0036604310%
South Dakota	LINCOLN COUNTY	0.0018606657%
South Dakota	MINNEHAHA COUNTY	0.0259510276%

South Dakota	PENNINGTON COUNTY	0.0174851785%
South Dakota	Rapid City city	0.0153367043%
South Dakota	Sioux Falls city	0.0478318383%
Tennessee	Alexandria town	0.0000835477%
Tennessee	Algood city	0.0000979986%
Tennessee	ANDERSON COUNTY	0.0306280850%
Tennessee	Ardmore city	0.0000801123%
Tennessee	Arlington town	0.0001094480%
Tennessee	Auburntown town	0.0000059384%
Tennessee	Bartlett city	0.0021866704%
Tennessee	Baxter town	0.0000148822%
Tennessee	BEDFORD COUNTY	0.0157822510%
Tennessee	Bell Buckle town	0.0000078647%
Tennessee	BLEDSON COUNTY	0.0041242355%
Tennessee	BLOUNT COUNTY	0.0526267612%
Tennessee	BRADLEY COUNTY	0.0311745501%
Tennessee	Brentwood city	0.0014313436%
Tennessee	Byrdstown town	0.0000342036%
Tennessee	CAMPBELL COUNTY	0.0436048552%
Tennessee	CANNON COUNTY	0.0093289419%
Tennessee	CARTER COUNTY	0.0172919320%
Tennessee	Celina city	0.0008315349%
Tennessee	Centertown town	0.0000039556%
Tennessee	Centerville town	0.0003478095%
Tennessee	Chapel Hill town	0.0001305053%
Tennessee	Chattanooga city	0.0149095213%
Tennessee	CHEATHAM COUNTY	0.0231515676%
Tennessee	CLAIBORNE COUNTY	0.0351231914%
Tennessee	Clarksville city	0.0068746808%
Tennessee	CLAY COUNTY	0.0089306065%
Tennessee	Cleveland city	0.0165558815%
Tennessee	Clifton city	0.0000671289%
Tennessee	COCKE COUNTY	0.0212038316%
Tennessee	COFFEE COUNTY	0.0130098758%
Tennessee	Collierville town	0.0018478886%
Tennessee	Collinwood city	0.0000646348%
Tennessee	Columbia city	0.0011699995%
Tennessee	Cookeville city	0.0251546223%
Tennessee	Cornersville town	0.0000764086%
Tennessee	Crab Orchard city	0.0000007232%
Tennessee	CROCKETT COUNTY	0.0024868015%
Tennessee	Crossville city	0.0018543773%
Tennessee	CUMBERLAND COUNTY	0.0244386115%
Tennessee	Dandridge town	0.0003265202%
Tennessee	DE KALB COUNTY	0.0126987166%
Tennessee	DECATUR COUNTY	0.0105549105%
Tennessee	Decatur town	0.0001514511%

Tennessee	DICKSON COUNTY	0.0226502490%
Tennessee	Dowelltown town	0.0000222531%
Tennessee	Doyle town	0.0000036460%
Tennessee	DYER COUNTY	0.0058427456%
Tennessee	Eagleville city	0.0000306229%
Tennessee	Elkton city	0.0000145250%
Tennessee	Ethridge town	0.0000175517%
Tennessee	FAYETTE COUNTY	0.0088901511%
Tennessee	Fayetteville city	0.0019372744%
Tennessee	FENTRESS COUNTY	0.0162511670%
Tennessee	Franklin city	0.0032624876%
Tennessee	FRANKLIN COUNTY	0.0168621365%
Tennessee	Gallatin city	0.0022750221%
Tennessee	Gatlinburg city	0.0015199734%
Tennessee	Germantown city	0.0020577844%
Tennessee	GIBSON COUNTY	0.0039641589%
Tennessee	GILES COUNTY	0.0119735477%
Tennessee	GRAINGER COUNTY	0.0136008648%
Tennessee	GREENE COUNTY	0.0245259305%
Tennessee	GRUNDY COUNTY	0.0111910672%
Tennessee	HAMBLEN COUNTY	0.0676882462%
Tennessee	Hamblen County (Board of Education)	0.0067688246%
Tennessee	HAMILTON COUNTY	0.1238240809%
Tennessee	HANCOCK COUNTY	0.0062291668%
Tennessee	Hancock County (Board of Education)	0.0006229167%
Tennessee	HAWKINS COUNTY	0.0293639596%
Tennessee	HAYWOOD COUNTY	0.0028685075%
Tennessee	HENDERSON COUNTY	0.0074306551%
Tennessee	Hendersonville city	0.0034044158%
Tennessee	HENRY COUNTY	0.0192467143%
Tennessee	Jackson city	0.0012911511%
Tennessee	JEFFERSON COUNTY	0.0255241258%
Tennessee	Johnson City city	0.0319752416%
Tennessee	JOHNSON COUNTY	0.0066918737%
Tennessee	Kingsport city	0.0295456953%
Tennessee	KNOX COUNTY	0.2742956616%
Tennessee	Knoxville city	0.0461476270%
Tennessee	La Vergne city	0.0015532885%
Tennessee	LAUDERDALE COUNTY	0.0079420694%
Tennessee	LAWRENCE COUNTY	0.0193413779%
Tennessee	Lawrenceburg city	0.0013933384%
Tennessee	Lebanon city	0.0033231542%
Tennessee	Lewisburg city	0.0011867692%
Tennessee	Lexington city	0.0023851330%
Tennessee	Liberty town	0.0000109179%
Tennessee	LINCOLN COUNTY	0.0102043549%
Tennessee	Livingston town	0.0005946686%

Tennessee	Loretto city	0.0001434911%
Tennessee	LOUDON COUNTY	0.0176483569%
Tennessee	Lynchburg, Moore County metropolitan government	0.0017333434%
Tennessee	Lynnville town	0.0000115107%
Tennessee	MADISON COUNTY	0.0266344826%
Tennessee	MARION COUNTY	0.0101939522%
Tennessee	MARSHALL COUNTY	0.0148271342%
Tennessee	Maryville city	0.0096495752%
Tennessee	MAURY COUNTY	0.0320988799%
Tennessee	MCMINN COUNTY	0.0190150106%
Tennessee	McMinnville city	0.0010639857%
Tennessee	MEIGS COUNTY	0.0060355119%
Tennessee	Memphis city	0.1469007827%
Tennessee	Millington city	0.0006351452%
Tennessee	Minor Hill city	0.0000260357%
Tennessee	MONROE COUNTY	0.0177117997%
Tennessee	Monterey town	0.0000896213%
Tennessee	MONTGOMERY COUNTY	0.0501606110%
Tennessee	MORGAN COUNTY	0.0151244992%
Tennessee	Morrison town	0.0000129821%
Tennessee	Morristown city	0.0117314863%
Tennessee	Mount Juliet city	0.0017289028%
Tennessee	Mount Pleasant city	0.0001448009%
Tennessee	Murfreesboro city	0.0218006560%
Tennessee	Nashville-Davidson metropolitan government	0.2677780361%
Tennessee	Normandy town	0.0000023864%
Tennessee	OBION COUNTY	0.0063676834%
Tennessee	OVERTON COUNTY	0.0157528564%
Tennessee	Petersburg town	0.0000174289%
Tennessee	PICKETT COUNTY	0.0043690968%
Tennessee	Pigeon Forge city	0.0026259460%
Tennessee	Pleasant Hill town	0.0000005351%
Tennessee	POLK COUNTY	0.0093445196%
Tennessee	Pulaski city	0.0016798395%
Tennessee	PUTNAM COUNTY	0.0115632053%
Tennessee	RHEA COUNTY	0.0140479538%
Tennessee	Ripley city	0.0005709705%
Tennessee	ROANE COUNTY	0.0459311663%
Tennessee	ROBERTSON COUNTY	0.0252786329%
Tennessee	RUTHERFORD COUNTY	0.0770635228%
Tennessee	Rutledge town	0.0001111889%
Tennessee	SCOTT COUNTY	0.0149754169%
Tennessee	SEQUATCHIE COUNTY	0.0069791380%
Tennessee	SEVIER COUNTY	0.0405534664%
Tennessee	SHELBY COUNTY	0.1055241963%
Tennessee	Shelbyville city	0.0014446992%
Tennessee	SMITH COUNTY	0.0163182746%

Tennessee	Smithville city	0.0005891038%
Tennessee	Smyrna town	0.0039350513%
Tennessee	Sparta city	0.0005044030%
Tennessee	Spencer town	0.0000231768%
Tennessee	Spring Hill city	0.0007321175%
Tennessee	St. Joseph city	0.0000347952%
Tennessee	SULLIVAN COUNTY	0.0433760554%
Tennessee	SUMNER COUNTY	0.0506047309%
Tennessee	TIPTON COUNTY	0.0175969010%
Tennessee	UNION COUNTY	0.0165521868%
Tennessee	VAN BUREN COUNTY	0.0014110519%
Tennessee	Viola town	0.0000018174%
Tennessee	WARREN COUNTY	0.0160353430%
Tennessee	Wartrace town	0.0000112362%
Tennessee	WASHINGTON COUNTY	0.0323642860%
Tennessee	WAYNE COUNTY	0.0067278407%
Tennessee	Waynesboro city	0.0001105647%
Tennessee	WEAKLEY COUNTY	0.0109104280%
Tennessee	WHITE COUNTY	0.0119505665%
Tennessee	WILLIAMSON COUNTY	0.0501251854%
Tennessee	WILSON COUNTY	0.0418389361%
Tennessee	Woodbury town	0.0002594803%
Texas	Abilene city	0.0273647042%
Texas	Allen city	0.0149685994%
Texas	Amarillo city	0.0496344612%
Texas	ANDERSON COUNTY	0.0118115698%
Texas	ANGELINA COUNTY	0.0106971873%
Texas	Arlington city	0.0359225109%
Texas	ATASCOSA COUNTY	0.0089900743%
Texas	Austin city	0.1891717640%
Texas	AUSTIN COUNTY	0.0042849865%
Texas	BAILEY COUNTY	0.0011890499%
Texas	BASTROP COUNTY	0.0183405474%
Texas	Baytown city	0.0099058518%
Texas	Beaumont city	0.0300229288%
Texas	Bedford city	0.0046045868%
Texas	BEE COUNTY	0.0054199721%
Texas	BELL COUNTY	0.0317893468%
Texas	BEXAR COUNTY	0.3130456780%
Texas	Bexar County Hospital District d/b/a University Health System	0.0313045678%
Texas	BLANCO COUNTY	0.0025283994%
Texas	Bowie city	0.0037051049%
Texas	BOWIE COUNTY	0.0122046785%
Texas	BRAZORIA COUNTY	0.0460137633%
Texas	BRAZOS COUNTY	0.0196347615%
Texas	BROOKS COUNTY	0.0012650639%

Texas	BROWN COUNTY	0.0083396270%
Texas	Brownsville city	0.0205996672%
Texas	Bryan city	0.0141710819%
Texas	Burleson city	0.0073675426%
Texas	BURLESON COUNTY	0.0037521942%
Texas	Burleson County Hospital District	0.0003752194%
Texas	BURNET COUNTY	0.0100818883%
Texas	CALDWELL COUNTY	0.0046835613%
Texas	CALHOUN COUNTY	0.0060016474%
Texas	CAMERON COUNTY	0.0260260903%
Texas	CAMP COUNTY	0.0016909379%
Texas	Carrollton city	0.0159890704%
Texas	CASS COUNTY	0.0050729204%
Texas	CASTRO COUNTY	0.0009904389%
Texas	Cedar Hill city	0.0033845000%
Texas	Cedar Park city	0.0084820419%
Texas	CHAMBERS COUNTY	0.0066524368%
Texas	CHEROKEE COUNTY	0.0077125415%
Texas	CHILDRESS COUNTY	0.0022800193%
Texas	Cibolo city	0.0007193359%
Texas	CLAY COUNTY	0.0033316994%
Texas	Cleburne city	0.0110695822%
Texas	College Station city	0.0148167928%
Texas	COLLIN COUNTY	0.0601786177%
Texas	COLORADO COUNTY	0.0030619294%
Texas	COMAL COUNTY	0.0185927422%
Texas	Conroe city	0.0197870605%
Texas	COOKE COUNTY	0.0086498020%
Texas	Coppell city	0.0041969149%
Texas	Copperas Cove city	0.0080693983%
Texas	Corpus Christi city	0.0744657012%
Texas	CORYELL COUNTY	0.0074624192%
Texas	Dallas city	0.1452320840%
Texas	DALLAS COUNTY	0.4122975254%
Texas	Dallas County Hospital District d/b/a Parkland Health & Hospital System	0.0412297525%
Texas	Deer Park city	0.0022744346%
Texas	Del Rio city	0.0031095704%
Texas	DELTA COUNTY	0.0014039091%
Texas	Denton city	0.0241018934%
Texas	DENTON COUNTY	0.0595430540%
Texas	DeSoto city	0.0034960777%
Texas	DIMMIT COUNTY	0.0020612464%
Texas	Duncanville city	0.0028166028%
Texas	DUVAL COUNTY	0.0022417168%
Texas	Eagle Pass city	0.0029553690%
Texas	ECTOR COUNTY	0.0213197666%

Texas	Edinburg city	0.0055148625%
Texas	El Campo Memorial Hospital	0.0004334358%
Texas	El Paso city	0.0607266713%
Texas	EL PASO COUNTY	0.1285644386%
Texas	ELLIS COUNTY	0.0149842384%
Texas	ERATH COUNTY	0.0054274673%
Texas	Eules city	0.0045316381%
Texas	FALLS COUNTY	0.0024945365%
Texas	FANNIN COUNTY	0.0060854750%
Texas	Farmers Branch city	0.0045648523%
Texas	Flower Mound town	0.0113179424%
Texas	FORT BEND COUNTY	0.0663014658%
Texas	Fort Worth city	0.1036853240%
Texas	FRANKLIN COUNTY	0.0017076330%
Texas	FREESTONE COUNTY	0.0042990217%
Texas	Friendswood city	0.0059215772%
Texas	Frisco city	0.0199827447%
Texas	Galveston city	0.0203004721%
Texas	GALVESTON COUNTY	0.0467438318%
Texas	Garland city	0.0202917746%
Texas	Georgetown city	0.0103965069%
Texas	Grand Prairie city	0.0215931793%
Texas	Grapevine city	0.0063075090%
Texas	GRAYSON COUNTY	0.0230603429%
Texas	GREGG COUNTY	0.0115647798%
Texas	GUADALUPE COUNTY	0.0077138783%
Texas	Guadalupe Valley Hospital a/k/a Guadalupe Regional Medical Center	0.0027496644%
Texas	HALE COUNTY	0.0046188930%
Texas	Haltom City city	0.0035054358%
Texas	HARDIN COUNTY	0.0158287917%
Texas	Harker Heights city	0.0055533531%
Texas	Harlingen city	0.0080172482%
Texas	HARRIS COUNTY	0.6892339215%
Texas	Harris County Hospital District d/b/a Harris Health System	0.0689233921%
Texas	HARRISON COUNTY	0.0093465692%
Texas	HASKELL COUNTY	0.0012075209%
Texas	HAYS COUNTY	0.0254394413%
Texas	HENDERSON COUNTY	0.0146240513%
Texas	HIDALGO COUNTY	0.0571676971%
Texas	HILL COUNTY	0.0072895312%
Texas	HOOD COUNTY	0.0132406027%
Texas	HOPKINS COUNTY	0.0065581733%
Texas	Houston city	0.3226118329%
Texas	HOUSTON COUNTY	0.0042520591%
Texas	HOWARD COUNTY	0.0041107003%
Texas	HUNT COUNTY	0.0142711380%

Texas	Huntsville city	0.0046893084%
Texas	Hurst city	0.0048423192%
Texas	Irving city	0.0206583928%
Texas	Irving Independent School District	0.0020658393%
Texas	JASPER COUNTY	0.0103679105%
Texas	JEFFERSON COUNTY	0.0332583079%
Texas	JIM HOGG COUNTY	0.0008552483%
Texas	JIM WELLS COUNTY	0.0071296955%
Texas	JOHNSON COUNTY	0.0198262907%
Texas	JONES COUNTY	0.0017205825%
Texas	KAUFMAN COUNTY	0.0164132595%
Texas	Keller city	0.0038660422%
Texas	KENDALL COUNTY	0.0057733146%
Texas	KERR COUNTY	0.0096151427%
Texas	Killeen city	0.0261668618%
Texas	KINNEY COUNTY	0.0005383495%
Texas	KLEBERG COUNTY	0.0060911271%
Texas	Kyle city	0.0024904863%
Texas	La Porte city	0.0042153899%
Texas	LA SALLE COUNTY	0.0012213999%
Texas	LAMAR COUNTY	0.0065220598%
Texas	Lancaster city	0.0043773892%
Texas	Laredo city	0.0345188727%
Texas	League City city	0.0125855219%
Texas	Leander city	0.0040603123%
Texas	LEON COUNTY	0.0034268687%
Texas	Leon Valley city	0.0010390173%
Texas	Lewisville city	0.0200853974%
Texas	LIBERTY COUNTY	0.0219885602%
Texas	LIMESTONE COUNTY	0.0069690943%
Texas	Little Elm city	0.0036454736%
Texas	Longview city	0.0229195813%
Texas	Lubbock city	0.0164522207%
Texas	LUBBOCK COUNTY	0.0709654863%
Texas	Lufkin city	0.0130992519%
Texas	MADISON COUNTY	0.0030041610%
Texas	Mansfield city	0.0073576050%
Texas	MARION COUNTY	0.0025156615%
Texas	MATAGORDA COUNTY	0.0063144743%
Texas	MAVERICK COUNTY	0.0061169431%
Texas	McAllen city	0.0166253026%
Texas	McKinney city	0.0213965241%
Texas	MCLENNAN COUNTY	0.0292313778%
Texas	MCMULLEN COUNTY	0.0000822060%
Texas	MEDINA COUNTY	0.0024027607%
Texas	Mesquite city	0.0150017899%
Texas	Midland city	0.0256697260%

Texas	MIDLAND COUNTY	0.0137696396%
Texas	Midlothian city	0.0045517327%
Texas	MILAM COUNTY	0.0052423991%
Texas	Mission city	0.0056919748%
Texas	Missouri City city	0.0092430207%
Texas	MITCHELL COUNTY	0.0015363666%
Texas	MONTGOMERY COUNTY	0.1145201343%
Texas	MORRIS COUNTY	0.0024370607%
Texas	Nacogdoches city	0.0096383364%
Texas	NACOGDOCHES COUNTY	0.0092916564%
Texas	NAVARRO COUNTY	0.0059365400%
Texas	New Braunfels city	0.0145509503%
Texas	NEWTON COUNTY	0.0064067701%
Texas	NOLAN COUNTY	0.0022090800%
Texas	North Richland Hills city	0.0071482337%
Texas	NUECES COUNTY	0.0561944221%
Texas	Nueces County Hospital District	0.0056194422%
Texas	Ochiltree County Hospital District	0.0001010666%
Texas	Odessa city	0.0248666158%
Texas	ORANGE COUNTY	0.0300559690%
Texas	Palo Pinto County Hospital District a/k/a Palo Pinto General Hospital	0.0005468800%
Texas	PANOLA COUNTY	0.0044655676%
Texas	PARKER COUNTY	0.0219002731%
Texas	Pasadena city	0.0164195127%
Texas	Pearland city	0.0150435910%
Texas	Pflugerville city	0.0032887098%
Texas	Pharr city	0.0066022130%
Texas	Plano city	0.0548179447%
Texas	POLK COUNTY	0.0157659111%
Texas	Port Arthur city	0.0161737273%
Texas	POTTER COUNTY	0.0181864448%
Texas	RANDALL COUNTY	0.0144489543%
Texas	RED RIVER COUNTY	0.0016342532%
Texas	Richardson city	0.0124695934%
Texas	ROBERTS COUNTY	0.0000705261%
Texas	ROBERTSON COUNTY	0.0027087174%
Texas	Rockwall city	0.0061117083%
Texas	ROCKWALL COUNTY	0.0090261858%
Texas	Rosenberg city	0.0055705703%
Texas	Round Rock city	0.0218700885%
Texas	Rowlett city	0.0049584712%
Texas	RUSK COUNTY	0.0077441479%
Texas	San Angelo city	0.0244430023%
Texas	San Antonio city	0.1950261475%
Texas	San Juan city	0.0013158553%
Texas	San Marcos city	0.0156478448%

Texas	SAN PATRICIO COUNTY	0.0110013125%
Texas	SAN SABA COUNTY	0.0010306262%
Texas	Schertz city	0.0031094162%
Texas	SHACKELFORD COUNTY	0.0004053837%
Texas	SHELBY COUNTY	0.0048013191%
Texas	Sherman city	0.0141413681%
Texas	SMITH COUNTY	0.0338493691%
Texas	Socorro city	0.0005517419%
Texas	Socorro Independent School District	0.0000551742%
Texas	Southlake city	0.0034720872%
Texas	STARR COUNTY	0.0049374668%
Texas	STEPHENS COUNTY	0.0017758888%
Texas	Sugar Land city	0.0141498205%
Texas	TARRANT COUNTY	0.3012817966%
Texas	Tarrant County Hospital District d/b/a JPS Health Network, Texas	0.0301281797%
Texas	TAYLOR COUNTY	0.0166348999%
Texas	Temple city	0.0137145646%
Texas	TERRELL COUNTY	0.0002626011%
Texas	Texarkana city	0.0100538318%
Texas	Texarkana Independent School District	0.0010053831%
Texas	Texas City city	0.0124210051%
Texas	The Colony city	0.0060104656%
Texas	THROCKMORTON COUNTY	0.0003517683%
Texas	TITUS COUNTY	0.0039005182%
Texas	TOM GREEN COUNTY	0.0128671498%
Texas	TRAVIS COUNTY	0.1788262245%
Texas	TRINITY COUNTY	0.0044740496%
Texas	Tyler city	0.0322826063%
Texas	UPSHUR COUNTY	0.0065609914%
Texas	UVALDE COUNTY	0.0031105295%
Texas	VAL VERDE COUNTY	0.0062035927%
Texas	VAN ZANDT COUNTY	0.0108523360%
Texas	Victoria city	0.0038793892%
Texas	VICTORIA COUNTY	0.0238858160%
Texas	Waco city	0.0282580475%
Texas	WALKER COUNTY	0.0107720008%
Texas	WALLER COUNTY	0.0064992222%
Texas	WASHINGTON COUNTY	0.0048244554%
Texas	Waxahachie city	0.0072263677%
Texas	Weatherford city	0.0095588457%
Texas	WEBB COUNTY	0.0228551502%
Texas	Weslaco city	0.0033735480%
Texas	West Wharton County Hospital District	0.0004334358%
Texas	WHARTON COUNTY	0.0043343580%
Texas	WICHITA COUNTY	0.0244458204%
Texas	Wichita Falls city	0.0368465628%

Texas	WILLIAMSON COUNTY	0.0550435978%
Texas	WILSON COUNTY	0.0076201369%
Texas	Wilson County Memorial Hospital District	0.0007620136%
Texas	WISE COUNTY	0.0130813049%
Texas	WOOD COUNTY	0.0115978735%
Texas	Wylie city	0.0054670970%
Texas	ZAVALA COUNTY	0.0019633242%
Utah	American Fork city	0.0047224210%
Utah	BEAVER COUNTY	0.0013002464%
Utah	Bountiful city	0.0082499263%
Utah	BOX ELDER COUNTY	0.0092948092%
Utah	CACHE COUNTY	0.0190588199%
Utah	CARBON COUNTY	0.0274008850%
Utah	Cedar City city	0.0070431560%
Utah	Clearfield city	0.0073415897%
Utah	Cottonwood Heights city	0.0003062787%
Utah	DAGGETT COUNTY	0.0003419981%
Utah	DAVIS COUNTY	0.0595431132%
Utah	Draper city	0.0101003893%
Utah	DUCHESNE COUNTY	0.0066533698%
Utah	Eagle Mountain city	0.0031962255%
Utah	EMERY COUNTY	0.0116615517%
Utah	GARFIELD COUNTY	0.0016974973%
Utah	GRAND COUNTY	0.0026470560%
Utah	Herriman city	0.0014900314%
Utah	Holladay city	0.0035257332%
Utah	IRON COUNTY	0.0113873171%
Utah	JUAB COUNTY	0.0033276292%
Utah	KANE COUNTY	0.0050456384%
Utah	Kaysville city	0.0017244964%
Utah	Layton city	0.0142366920%
Utah	Lehi city	0.0085210165%
Utah	Logan city	0.0114087945%
Utah	Midvale city	0.0062972114%
Utah	MILLARD COUNTY	0.0040609436%
Utah	Murray city	0.0143757703%
Utah	Ogden city	0.0466184142%
Utah	Orem city	0.0230888935%
Utah	PIUTE COUNTY	0.0002705987%
Utah	Pleasant Grove city	0.0059686691%
Utah	Provo city	0.0298307967%
Utah	RICH COUNTY	0.0007500503%
Utah	Riverton city	0.0005263079%
Utah	Roy city	0.0070958754%
Utah	Salt Lake City city	0.1185706237%
Utah	SALT LAKE COUNTY	0.2518884259%
Utah	SAN JUAN COUNTY	0.0029958156%

Utah	Sandy city	0.0188053801%
Utah	SANPETE COUNTY	0.0087201079%
Utah	Saratoga Springs city	0.0045670021%
Utah	SEVIER COUNTY	0.0067084241%
Utah	South Jordan city	0.0138107386%
Utah	Spanish Fork city	0.0050738029%
Utah	Springville city	0.0051471683%
Utah	St. George city	0.0211295936%
Utah	SUMMIT COUNTY	0.0082829489%
Utah	Syracuse city	0.0037053613%
Utah	Taylorsville city	0.0137781739%
Utah	Tooele city	0.0053220520%
Utah	TOOELE COUNTY	0.0211203659%
Utah	Tri-County Health Department	0.0022248918%
Utah	UINTAH COUNTY	0.0093254969%
Utah	UTAH COUNTY	0.0936877391%
Utah	WASATCH COUNTY	0.0062700518%
Utah	WASHINGTON COUNTY	0.0272401806%
Utah	WAYNE COUNTY	0.0013711836%
Utah	WEBER COUNTY	0.0584168228%
Utah	West Jordan city	0.0227878930%
Utah	West Valley City city	0.0482469301%
Vermont	ADDISON COUNTY	0.0020844007%
Vermont	BENNINGTON COUNTY	0.0028057198%
Vermont	BENNINGTON TOWN	0.0070419608%
Vermont	BRATTLEBORO TOWN	0.0081088875%
Vermont	Burlington city	0.0303153025%
Vermont	CHITTENDEN COUNTY	0.0019045225%
Vermont	FRANKLIN COUNTY	0.0039984931%
Vermont	RUTLAND COUNTY	0.0043712344%
Vermont	SHARON TOWN	0.0004145341%
Vermont	St. Albans city	0.0110547970%
Vermont	WASHINGTON COUNTY	0.0025732953%
Vermont	WINDHAM COUNTY	0.0019973620%
Vermont	WINDSOR COUNTY	0.0022412936%
Virginia	ACCOMACK COUNTY	0.0086644069%
Virginia	ALBEMARLE COUNTY	0.0216901785%
Virginia	Alexandria city	0.0290200486%
Virginia	ALLEGHANY COUNTY	0.0047624526%
Virginia	AMHERST COUNTY	0.0070905091%
Virginia	ARLINGTON COUNTY	0.0373459170%
Virginia	AUGUSTA COUNTY	0.0220235563%
Virginia	BEDFORD COUNTY	0.0192030978%
Virginia	Blacksburg town	0.0019477068%
Virginia	BLAND COUNTY	0.0043620331%
Virginia	BOTETOURT COUNTY	0.0078199547%
Virginia	Bristol city	0.0117213361%

Virginia	BUCHANAN COUNTY	0.0267181930%
Virginia	Buena Vista city	0.0019434852%
Virginia	CAMPBELL COUNTY	0.0126692569%
Virginia	CAROLINE COUNTY	0.0079309655%
Virginia	CARROLL COUNTY	0.0094517724%
Virginia	CHARLOTTE COUNTY	0.0032197740%
Virginia	Charlottesville city	0.0133911862%
Virginia	Chesapeake city	0.0689236675%
Virginia	CHESTERFIELD COUNTY	0.0952039119%
Virginia	Covington city	0.0027206995%
Virginia	CULPEPER COUNTY	0.0175410937%
Virginia	CUMBERLAND COUNTY	0.0023340191%
Virginia	Danville city	0.0165552916%
Virginia	DICKENSON COUNTY	0.0303127880%
Virginia	DINWIDDIE COUNTY	0.0050791714%
Virginia	Emporia city	0.0010397088%
Virginia	Fairfax city	0.0070421294%
Virginia	FAIRFAX COUNTY	0.2065068711%
Virginia	FAUQUIER COUNTY	0.0320819406%
Virginia	FLOYD COUNTY	0.0044887914%
Virginia	FRANKLIN COUNTY	0.0209674907%
Virginia	FREDERICK COUNTY	0.0284774217%
Virginia	Fredericksburg city	0.0150448199%
Virginia	Galax city	0.0036347557%
Virginia	GILES COUNTY	0.0107949416%
Virginia	GLOUCESTER COUNTY	0.0125811106%
Virginia	GOOCHLAND COUNTY	0.0055115202%
Virginia	GRAYSON COUNTY	0.0035505932%
Virginia	GREENSVILLE COUNTY	0.0033796332%
Virginia	HALIFAX COUNTY	0.0089808566%
Virginia	Hampton city	0.0438783364%
Virginia	HANOVER COUNTY	0.0309051278%
Virginia	Harrisonburg city	0.0170311649%
Virginia	HENRICO COUNTY	0.0975546038%
Virginia	HENRY COUNTY	0.0272081526%
Virginia	Hopewell city	0.0095196457%
Virginia	ISLE OF WIGHT COUNTY	0.0087178275%
Virginia	JAMES CITY COUNTY	0.0174223151%
Virginia	KING AND QUEEN COUNTY	0.0015455358%
Virginia	LEE COUNTY	0.0134867080%
Virginia	Leesburg town	0.0006777330%
Virginia	Lexington city	0.0028738010%
Virginia	LOUDOUN COUNTY	0.0589114237%
Virginia	LOUISA COUNTY	0.0097770003%
Virginia	Lynchburg city	0.0237216295%
Virginia	MADISON COUNTY	0.0037451675%
Virginia	Manassas city	0.0149276486%

Virginia	Martinsville city	0.0155993062%
Virginia	MECKLENBURG COUNTY	0.0085095209%
Virginia	MONTGOMERY COUNTY	0.0257187610%
Virginia	Newport News city	0.0543393968%
Virginia	Norfolk city	0.0843643625%
Virginia	NORTHAMPTON COUNTY	0.0029628013%
Virginia	NORTHUMBERLAND COUNTY	0.0029829249%
Virginia	Norton city	0.0029895558%
Virginia	ORANGE COUNTY	0.0176589542%
Virginia	PAGE COUNTY	0.0099877614%
Virginia	PATRICK COUNTY	0.0080648373%
Virginia	Petersburg city	0.0120154300%
Virginia	PITTSYLVANIA COUNTY	0.0151373335%
Virginia	Portsmouth city	0.0446186587%
Virginia	PRINCE GEORGE COUNTY	0.0074965389%
Virginia	PRINCE WILLIAM COUNTY	0.0869836418%
Virginia	PULASKI COUNTY	0.0298935119%
Virginia	Radford city	0.0055193992%
Virginia	Richlands town	0.0012312714%
Virginia	Richmond city	0.0997552094%
Virginia	RICHMOND COUNTY	0.0020428693%
Virginia	Roanoke city	0.0450046516%
Virginia	ROANOKE COUNTY	0.0308454859%
Virginia	ROCKBRIDGE COUNTY	0.0049801276%
Virginia	ROCKINGHAM COUNTY	0.0156049755%
Virginia	RUSSELL COUNTY	0.0303347899%
Virginia	Salem city	0.0245727300%
Virginia	SCOTT COUNTY	0.0128454590%
Virginia	SHENANDOAH COUNTY	0.0147637015%
Virginia	SMYTH COUNTY	0.0126996272%
Virginia	SPOTSYLVANIA COUNTY	0.0381602593%
Virginia	STAFFORD COUNTY	0.0351344781%
Virginia	Suffolk city	0.0201277860%
Virginia	TAZEWELL COUNTY	0.0452942427%
Virginia	Virginia Beach city	0.1248596998%
Virginia	Virginia Beach City (Sheriff)	0.0124859700%
Virginia	WARREN COUNTY	0.0195894622%
Virginia	WASHINGTON COUNTY	0.0236652145%
Virginia	Waynesboro city	0.0104535390%
Virginia	WESTMORELAND COUNTY	0.0039375305%
Virginia	Winchester city	0.0194335313%
Virginia	WISE COUNTY	0.0486440507%
Virginia	WYTHE COUNTY	0.0177297419%
Virginia	YORK COUNTY	0.0154939230%
Washington	Anacortes city	0.0045829535%
Washington	Auburn city	0.0083948476%
Washington	Bainbridge Island city	0.0035236187%

Washington	Bellevue city	0.0291781254%
Washington	Bellingham city	0.0231827792%
Washington	BENTON COUNTY	0.0376124584%
Washington	Bothell city	0.0115574466%
Washington	Bremerton city	0.0159912902%
Washington	Burien city	0.0006996262%
Washington	Burlington city	0.0029611963%
Washington	CHELAN COUNTY	0.0184185727%
Washington	CLALLAM COUNTY	0.0282154727%
Washington	CLARK COUNTY	0.1144004266%
Washington	COWLITZ COUNTY	0.0411871811%
Washington	Des Moines city	0.0030461515%
Washington	DOUGLAS COUNTY	0.0099425509%
Washington	Edmonds city	0.0078981715%
Washington	Everett city	0.0497250859%
Washington	Federal Way city	0.0079046684%
Washington	FRANKLIN COUNTY	0.0081313471%
Washington	GRANT COUNTY	0.0212709402%
Washington	GRAYS HARBOR COUNTY	0.0165747022%
Washington	ISLAND COUNTY	0.0165529581%
Washington	Issaquah city	0.0048444512%
Washington	JEFFERSON COUNTY	0.0093945373%
Washington	Kennewick city	0.0139832075%
Washington	Kent city	0.0138844386%
Washington	KING COUNTY	0.3554565176%
Washington	Kirkland city	0.0140809999%
Washington	KITSAP COUNTY	0.0678914424%
Washington	KITTITAS COUNTY	0.0088652456%
Washington	La Conner School District	0.0000255341%
Washington	La Conner town	0.0002553411%
Washington	Lacey city	0.0060641545%
Washington	Lake Stevens city	0.0035765933%
Washington	Lakewood city	0.0135648986%
Washington	LEWIS COUNTY	0.0226059209%
Washington	LINCOLN COUNTY	0.0040394482%
Washington	Longview city	0.0159121841%
Washington	Lynnwood city	0.0198933494%
Washington	Marysville city	0.0101861635%
Washington	MASON COUNTY	0.0208881650%
Washington	Mount Vernon city	0.0072323453%
Washington	Mount Vernon School District	0.0007232345%
Washington	OKANOGAN COUNTY	0.0115958061%
Washington	Olympia city	0.0155937887%
Washington	Pasco city	0.0110459390%
Washington	PIERCE COUNTY	0.1769704359%
Washington	Pullman city	0.0057187095%
Washington	Puyallup city	0.0099296082%

Washington	Redmond city	0.0124955509%
Washington	Renton city	0.0197590796%
Washington	Richland city	0.0122820028%
Washington	Sammamish city	0.0005793209%
Washington	SAN JUAN COUNTY	0.0052531585%
Washington	Seattle city	0.1704956396%
Washington	Sedro-Woolley city	0.0017070796%
Washington	Sedro-Woolley School District	0.0001707080%
Washington	Shoreline city	0.0011253245%
Washington	SKAGIT COUNTY	0.0268446237%
Washington	SNOHOMISH COUNTY	0.1741185981%
Washington	Spokane city	0.0797116935%
Washington	SPOKANE COUNTY	0.1406418642%
Washington	Spokane Valley city	0.0017666493%
Washington	STEVENS COUNTY	0.0161746883%
Washington	Tacoma city	0.0847318659%
Washington	THURSTON COUNTY	0.0582089159%
Washington	University Place city	0.0009133394%
Washington	Vancouver city	0.0446856479%
Washington	Walla Walla city	0.0081094634%
Washington	WALLA WALLA COUNTY	0.0132938549%
Washington	Wenatchee city	0.0076642359%
Washington	WHATCOM COUNTY	0.0324243188%
Washington	WHITMAN COUNTY	0.0056549432%
Washington	Yakima city	0.0156479776%
Washington	YAKIMA COUNTY	0.0440274800%
West Virginia	Addison (Webster Springs) town	0.0001943398%
West Virginia	BARBOUR COUNTY	0.0039592118%
West Virginia	Barboursville village	0.0044382223%
West Virginia	Beckley city	0.0378231699%
West Virginia	Belington town	0.0003604483%
West Virginia	Belle town	0.0004169510%
West Virginia	BERKELEY COUNTY	0.0363813376%
West Virginia	Bluefield city	0.0018211784%
West Virginia	BOONE COUNTY	0.0322244098%
West Virginia	BRAXTON COUNTY	0.0053235011%
West Virginia	BROOKE COUNTY	0.0110890032%
West Virginia	Buckhannon city	0.0016917479%
West Virginia	CABELL COUNTY	0.0362379697%
West Virginia	CALHOUN COUNTY	0.0017935259%
West Virginia	Ceredo city	0.0017036441%
West Virginia	Chapmanville town	0.0016162443%
West Virginia	Charles Town city	0.0029687160%
West Virginia	Charleston city	0.0682355908%
West Virginia	Chesapeake town	0.0001826919%
West Virginia	Clarksburg city	0.0115371890%
West Virginia	CLAY COUNTY	0.0034240404%

West Virginia	Clendenin town	0.0002607786%
West Virginia	Delbarton town	0.0005244279%
West Virginia	DODDRIDGE COUNTY	0.0023471955%
West Virginia	Dunbar city	0.0029613836%
West Virginia	Eleanor town	0.0001460808%
West Virginia	Elizabeth town	0.0000486061%
West Virginia	Fairmont city	0.0069559654%
West Virginia	FAYETTE COUNTY	0.0166597555%
West Virginia	Fort Gay town	0.0003286172%
West Virginia	Gauley Bridge town	0.0005385991%
West Virginia	Gilbert town	0.0007394432%
West Virginia	GILMER COUNTY	0.0019477888%
West Virginia	Glenville town	0.0001711059%
West Virginia	Grafton city	0.0047099340%
West Virginia	GRANT COUNTY	0.0034453050%
West Virginia	Granville town	0.0016743426%
West Virginia	GREENBRIER COUNTY	0.0146034734%
West Virginia	Hamlin town	0.0007136003%
West Virginia	HANCOCK COUNTY	0.0163500278%
West Virginia	HARDY COUNTY	0.0028573490%
West Virginia	HARRISON COUNTY	0.0134514483%
West Virginia	Harrisville town	0.0000459292%
West Virginia	Huntington city	0.0668452391%
West Virginia	Hurricane city	0.0021727720%
West Virginia	JACKSON COUNTY	0.00844446147%
West Virginia	JEFFERSON COUNTY	0.0177604173%
West Virginia	Junior town	0.0000362351%
West Virginia	KANAWHA COUNTY	0.0365605689%
West Virginia	Kenova city	0.0020951457%
West Virginia	Kermit town	0.0002989234%
West Virginia	LEWIS COUNTY	0.0041143419%
West Virginia	LINCOLN COUNTY	0.0140271930%
West Virginia	Logan city	0.0044958056%
West Virginia	LOGAN COUNTY	0.0378794637%
West Virginia	Madison city	0.0005871486%
West Virginia	Man town	0.0002687052%
West Virginia	MARION COUNTY	0.0106990258%
West Virginia	MARSHALL COUNTY	0.0087792882%
West Virginia	MASON COUNTY	0.0136998674%
West Virginia	Mason County Public Schools Board of Education	0.0013699867%
West Virginia	Matewan town	0.0007289540%
West Virginia	MCDOWELL COUNTY	0.0325208181%
West Virginia	MERCER COUNTY	0.0037942013%
West Virginia	Milton town	0.0015071928%
West Virginia	MINERAL COUNTY	0.0086547325%
West Virginia	MINGO COUNTY	0.0298976088%
West Virginia	MONONGALIA COUNTY	0.0152137096%

West Virginia	MONROE COUNTY	0.0058528275%
West Virginia	Montgomery city	0.0010195007%
West Virginia	MORGAN COUNTY	0.0072025646%
West Virginia	Morgantown city	0.0142736305%
West Virginia	Moundsville city	0.0032231655%
West Virginia	Mullens city	0.0037302415%
West Virginia	NICHOLAS COUNTY	0.0021474267%
West Virginia	Nitro city	0.0027505809%
West Virginia	Oceana town	0.0033180746%
West Virginia	OHIO COUNTY	0.0056800572%
West Virginia	Parkersburg city	0.0173851407%
West Virginia	PENDLETON COUNTY	0.0018155692%
West Virginia	Philippi city	0.0009325893%
West Virginia	PLEASANTS COUNTY	0.0014271522%
West Virginia	POCAHONTAS COUNTY	0.0038157388%
West Virginia	Point Pleasant city	0.0014271388%
West Virginia	PRESTON COUNTY	0.0089445510%
West Virginia	Princeton city	0.0467858400%
West Virginia	PUTNAM COUNTY	0.0180090434%
West Virginia	Quinwood town	0.0001845119%
West Virginia	Rainelle town	0.0002700184%
West Virginia	RALEIGH COUNTY	0.0561803700%
West Virginia	RANDOLPH COUNTY	0.0074045539%
West Virginia	Ravenswood city	0.0009733603%
West Virginia	Richwood city	0.0001041016%
West Virginia	Ripley city	0.0009352311%
West Virginia	RITCHIE COUNTY	0.0020487623%
West Virginia	ROANE COUNTY	0.0057390535%
West Virginia	Romney city	0.0006229697%
West Virginia	Rupert town	0.0000742552%
West Virginia	Smithers city	0.0003886281%
West Virginia	Sophia town	0.0004152846%
West Virginia	South Charleston city	0.0098977992%
West Virginia	Spencer city	0.0006555629%
West Virginia	St. Albans city	0.0049164872%
West Virginia	St. Marys city	0.0006323165%
West Virginia	Star City town	0.0004199761%
West Virginia	SUMMERS COUNTY	0.0036130666%
West Virginia	Summersville city	0.0172134662%
West Virginia	Sutton town	0.0002133952%
West Virginia	TAYLOR COUNTY	0.0004373578%
West Virginia	TUCKER COUNTY	0.0012743416%
West Virginia	TYLER COUNTY	0.0002070433%
West Virginia	UPSHUR COUNTY	0.0051854427%
West Virginia	Vienna city	0.0028813904%
West Virginia	WAYNE COUNTY	0.0239427757%
West Virginia	WEBSTER COUNTY	0.0038220216%

West Virginia	Weirton city	0.0139360814%
West Virginia	Welch city	0.0012129268%
West Virginia	West Hamlin town	0.0003854486%
West Virginia	WETZEL COUNTY	0.0049631446%
West Virginia	White Sulphur Springs city	0.0016088575%
West Virginia	Whitesville town	0.0001498577%
West Virginia	Williamson city	0.0039751597%
West Virginia	Williamstown city	0.0005754822%
West Virginia	Winfield town	0.0003120173%
West Virginia	WIRT COUNTY	0.0010914210%
West Virginia	WOOD COUNTY	0.0110893091%
West Virginia	WYOMING COUNTY	0.0406302371%
Wisconsin	ADAMS COUNTY	0.0058777841%
Wisconsin	Appleton city	0.0080554587%
Wisconsin	ASHLAND COUNTY	0.0030555572%
Wisconsin	BARRON COUNTY	0.0059554884%
Wisconsin	BAYFIELD COUNTY	0.0019680706%
Wisconsin	Beloit city	0.0068756449%
Wisconsin	Brookfield city	0.0093273807%
Wisconsin	BROWN COUNTY	0.0417909340%
Wisconsin	BUFFALO COUNTY	0.0022200509%
Wisconsin	BURNETT COUNTY	0.0036766100%
Wisconsin	CALUMET COUNTY	0.0047194335%
Wisconsin	CHIPPEWA COUNTY	0.0096212392%
Wisconsin	CLARK COUNTY	0.0048624650%
Wisconsin	COLUMBIA COUNTY	0.0167451889%
Wisconsin	CRAWFORD COUNTY	0.0032942526%
Wisconsin	Cudahy city	0.0038468322%
Wisconsin	DANE COUNTY	0.1036085494%
Wisconsin	DODGE COUNTY	0.0219424906%
Wisconsin	DOOR COUNTY	0.0046888243%
Wisconsin	DOUGLAS COUNTY	0.0075020233%
Wisconsin	DUNN COUNTY	0.0071735240%
Wisconsin	Eau Claire city	0.0102647733%
Wisconsin	EAU CLAIRE COUNTY	0.0138943765%
Wisconsin	Fitchburg city	0.0029587019%
Wisconsin	FLORENCE COUNTY	0.0010803942%
Wisconsin	Fond du Lac city	0.0052405166%
Wisconsin	FOND DU LAC COUNTY	0.0175668210%
Wisconsin	FOREST COUNTY	0.0022759058%
Wisconsin	Franklin city	0.0068687984%
Wisconsin	GRANT COUNTY	0.0081038477%
Wisconsin	Green Bay city	0.0117805808%
Wisconsin	GREEN COUNTY	0.0076480636%
Wisconsin	GREEN LAKE COUNTY	0.0044802557%
Wisconsin	Greenfield city	0.0072404099%
Wisconsin	IOWA COUNTY	0.0045267725%

Wisconsin	IRON COUNTY	0.0010644662%
Wisconsin	JACKSON COUNTY	0.0041668475%
Wisconsin	Janesville city	0.0085945565%
Wisconsin	JEFFERSON COUNTY	0.0162591233%
Wisconsin	JUNEAU COUNTY	0.0073186249%
Wisconsin	Kenosha city	0.0215208067%
Wisconsin	KENOSHA COUNTY	0.0500601591%
Wisconsin	KEWAUNEE COUNTY	0.0022369481%
Wisconsin	La Crosse city	0.0077622875%
Wisconsin	LA CROSSE COUNTY	0.0243428429%
Wisconsin	LAFAYETTE COUNTY	0.0026211748%
Wisconsin	LANGLADE COUNTY	0.0042983910%
Wisconsin	LINCOLN COUNTY	0.0058810340%
Wisconsin	Madison city	0.0490149448%
Wisconsin	Manitowoc city	0.0072912656%
Wisconsin	MANITOWOC COUNTY	0.0175653899%
Wisconsin	MARATHON COUNTY	0.0208428682%
Wisconsin	Marinette city	0.0014223470%
Wisconsin	MARINETTE COUNTY	0.0084208921%
Wisconsin	MARQUETTE COUNTY	0.0046768428%
Wisconsin	MENOMINEE COUNTY	0.0016535466%
Wisconsin	Menomonee Falls village	0.0071144979%
Wisconsin	Milwaukee city	0.1784660842%
Wisconsin	MILWAUKEE COUNTY	0.3121536696%
Wisconsin	MONROE COUNTY	0.0107755330%
Wisconsin	Mount Pleasant village	0.0051906207%
Wisconsin	New Berlin city	0.0073849987%
Wisconsin	Oak Creek city	0.0073654884%
Wisconsin	OCONTO COUNTY	0.0058602265%
Wisconsin	ONEIDA COUNTY	0.0079323584%
Wisconsin	Oshkosh city	0.0082287670%
Wisconsin	OUTAGAMIE COUNTY	0.0251240987%
Wisconsin	OZAUKEE COUNTY	0.0145783388%
Wisconsin	PEPIN COUNTY	0.0009777719%
Wisconsin	PIERCE COUNTY	0.0054882665%
Wisconsin	Pleasant Prairie village	0.0026318071%
Wisconsin	POLK COUNTY	0.0079322733%
Wisconsin	PORTAGE COUNTY	0.0109146543%
Wisconsin	PRICE COUNTY	0.0025373899%
Wisconsin	Racine city	0.0197575487%
Wisconsin	RACINE COUNTY	0.0355653025%
Wisconsin	RICHLAND COUNTY	0.0041970107%
Wisconsin	ROCK COUNTY	0.0434727886%
Wisconsin	RUSK COUNTY	0.0031680868%
Wisconsin	SAUK COUNTY	0.0190532312%
Wisconsin	SAWYER COUNTY	0.0048930553%
Wisconsin	SHAWANO COUNTY	0.0073876276%

Wisconsin	Sheboygan city	0.0071463916%
Wisconsin	SHEBOYGAN COUNTY	0.0202073249%
Wisconsin	South Milwaukee city	0.0042598698%
Wisconsin	ST CROIX COUNTY	0.0124144912%
Wisconsin	Sturtevant village	0.0008056631%
Wisconsin	Sun Prairie city	0.0028413952%
Wisconsin	Superior city	0.0039069175%
Wisconsin	TAYLOR COUNTY	0.0029933207%
Wisconsin	TREMPEALEAU COUNTY	0.0055399623%
Wisconsin	Union Grove village	0.0003220011%
Wisconsin	VERNON COUNTY	0.0048574451%
Wisconsin	VILAS COUNTY	0.0083533378%
Wisconsin	WALWORTH COUNTY	0.0235431988%
Wisconsin	WASHBURN COUNTY	0.0031315657%
Wisconsin	WASHINGTON COUNTY	0.0270490964%
Wisconsin	Waukesha city	0.0148850109%
Wisconsin	WAUKESHA COUNTY	0.0619276690%
Wisconsin	WAUPACA COUNTY	0.0098540590%
Wisconsin	Wausau city	0.0031133476%
Wisconsin	WAUSHARA COUNTY	0.0042711940%
Wisconsin	Wauwatosa city	0.0137484544%
Wisconsin	West Allis city	0.0168070188%
Wisconsin	West Bend city	0.0055975761%
Wisconsin	WINNEBAGO COUNTY	0.0290751939%
Wisconsin	WOOD COUNTY	0.0122164527%
Wisconsin	YORKVILLE TOWN	0.0000913879%
Wyoming	ALBANY COUNTY	0.0030242897%
Wyoming	CAMPBELL COUNTY	0.0080840908%
Wyoming	CARBON COUNTY	0.0059218476%
Wyoming	Casper city	0.0136525326%
Wyoming	Cheyenne city	0.0022820462%
Wyoming	FREMONT COUNTY	0.0107905125%
Wyoming	Gillette city	0.0032338448%
Wyoming	Green River city	0.0011371386%
Wyoming	Laramie city	0.0063487805%
Wyoming	LARAMIE COUNTY	0.0288944863%
Wyoming	NATRONA COUNTY	0.0122580727%
Wyoming	Riverton city	0.0023671555%
Wyoming	Rock Springs city	0.0028346614%
Wyoming	Sheridan city	0.0006324782%
Wyoming	SHERIDAN COUNTY	0.0072569455%
Wyoming	SWEETWATER COUNTY	0.0140696457%