Road & Bridge Project Specific Agreement
[Road & Bridge District #3]
Re: Striping of Designated Blocks of Type “B” Public Roadway Listed in Attachments “A” and “B” - Made Pursuant to Dallas County’s Master Road & Bridge Interlocal Maintenance Agreement with the City of DeSoto, Texas

Briefing Date: Jun 2 2020
Funding Source: N/A
Originating Department: Public Works
Prepared by: Jurmerline Randle, Foreclosed Property Specialist
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:
This Project Specific Agreement (PSA) is supplemental to the Master Interlocal Agreement between County of Dallas, Texas, (County) and the City of DeSoto, Texas (City), for the purpose of County and City collaboration on a duly qualified transportation-related maintenance, repair and improvement project on Type “B” roadways situated within the territorial limits and jurisdiction of City. City now desires County to partner on performing such maintenance and repairs, consisting of the striping of streets listed on Attachments “A” and “B” all public roadways situated in the City of DeSoto, Texas.

OPERATIONAL IMPACT:
N/A

FINANCIAL IMPACT:
County and City mutually agree that the initial and anticipated Project cost is approximately $25,082.00, as set forth in Attachment “A.” City shall be responsible to pay $12,541.00 for its portion of the Type “B” roadwork. County shall contribute the remaining amount of the Type “B” costs in-kind, in the form of labor and equipment. In no event shall County’s in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost for the Type “B” roadwork.

LEGAL IMPACT:
The District Attorney’s office has reviewed the contents and the PSA has been approved as to form.

PROJECT SCHEDULE:
N/A

SBE PARTICIPATION:
N/A
ADMINISTRATIVE PLAN COMPLIANCE:
This collaboration between Dallas County and the City of DeSoto complies with the Dallas County Administrative Plan in that Dallas County is operationally a model governmental entity, and fosters partnerships between County and local cities therein on local transportation projects.

RECOMMENDATION:
Authorize the County Judge to execute the attached Project Specific Agreement between Dallas County and the City of DeSoto, Texas, Road & Bridge District #3 pertaining to the aforementioned Type "B" roadway improvements, all public roadways situated within the territorial limits of the City of DeSoto, Texas. County and City mutually agree that the initial and anticipated Project cost is approximately $25,082.00. City shall be responsible to pay $12,541.00 for its portion of the Type “B” roadwork. County shall contribute the remaining amount of the Type “B” costs in-kind, in the form of labor and equipment. In no event shall County’s in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost for the Type “B” roadwork.

MOTION:
On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the attached Project Specific Agreement between Dallas County and the City of DeSoto, Texas, Road & Bridge District #3 pertaining to the aforementioned Type “B” roadway improvements, all public roadways situated within the territorial limits of the City of DeSoto, Texas. County and City mutually agree that the initial and anticipated Project cost is approximately $25,082.00. City shall be responsible to pay $12,541.00 for its portion of the Type “B” roadwork. County shall contribute the remaining amount of the Type “B” costs in-kind, in the form of labor and equipment. In no event shall County’s in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost for the Type “B” roadwork.

CONTRACT DETAILS:

- **Contract Title:**
- **Description:**
- **Transaction Type:**
- **Contract Number:**
- **Total Cost:**
- **Start Date:**
- **Expiration Date:**
- **Vendor:**

ATTACHMENTS:
- R&B PSA with City of DeSoto
- DeSoto Estimate Sheet Attachment A Type B 2020
- DeSoto Road List Attachment B 2020
RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESOTO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT SPECIFIC AGREEMENT, SUPPLEMENTAL TO THE MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND DESOTO, TEXAS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeSoto, Texas, and Dallas County, Texas, entered into a Master Interlocal Agreement on or about November 7, 2017 ("Master Agreement"), under which Dallas County, Texas agreed to provide road and bridge maintenance and repair on certain duly qualified Type "B" roadways located within the territorial limits and jurisdiction of the City of DeSoto; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code Section provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

WHEREAS, the City Council has been presented with a proposed Project Specific Agreement ("PSA") to the Master Agreement, under which Dallas County shall provide road and bridge maintenance and repair on certain duly qualified Type "B" roadways located within the territorial limits and jurisdiction of the City of DeSoto; and

WHEREAS, upon full review and consideration of the PSA and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the PSA on behalf of the City of DeSoto;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESOTO, TEXAS:

SECTION 1. That the Mayor is hereby authorized to execute the PSA, which is attached hereto as Exhibit "A", on behalf of the City of DeSoto.

SECTION 2. That this Resolution shall take effect immediately upon its passage.


CITY OF DESOTO, TEXAS
APPROVED:

[Signature]
Curtistene S. McCowan, Mayor
EXHIBIT "A"

PROJECT SPECIFIC AGREEMENT
PROJECT SPECIFIC AGREEMENT
RE: VARIOUS ROADS, “TYPE B” PUBLIC ROADWAY MADE
PURSUANT TO ROAD & BRIDGE MASTER INTERLOCAL
AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND THE CITY
OF DESOTO, TEXAS

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal
Agreement is made by and between Dallas County, Texas (hereinafter “County”) and the City of
DeSoto, Texas (hereinafter “City”), acting by and through their duly authorized representatives and
officials, for the purpose of transportation-related maintenance, repairs and improvements to be
undertaken on enumerated public roadway within the territorial limits and jurisdiction of the City of
DeSoto, Texas, as more fully set forth and described in Attachments “A” and “B,” which are attached
hereto and incorporated herein by reference (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the
Texas Transportation Code provide authorization for local governments to contract amongst
themselves for the performance of governmental functions and services; and

WHEREAS, on or about November 7, 2017, County and City entered into a Master
Interlocal Agreement (“Master Agreement”), whereby County agreed to provide road and bridge
maintenance and repair on certain duly qualified “Type B” roadways situated within the territorial
limits and jurisdiction of City, and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of
striping of public roadway situated in the City of DeSoto, Texas, as more fully described in
Attachments “A” and “B.”

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the
mutual consideration stated herein.

Witnesseth

Article I
Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Interlocal
Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master
Interlocal Agreement and additions thereto as incorporated herein. This PSA will be an addition to
the Master Interlocal Agreement and incorporates each term and condition thereof as if fully set forth
herein. All terms of the Master Interlocal Agreement remain in full force and effect, except as
modified herein. In the event of any conflict between the Master Interlocal Agreement and this PSA,
this PSA shall control.

Article II
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the
following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order
   2017-1440 dated November 7, 2017, and additions thereto as incorporated herein by
reference;
2. The Construction Estimate (Attachment “A”), which is attached hereto and incorporated herein by reference; and
3. The Road List (Attachment “.”), which is attached hereto and incorporated herein by reference.

Article III
Term of Agreement
This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV
Project Description
This PSA is entered into by the parties for repair, maintenance, and improvements conducted on “Type B” public roadway within the City of DeSoto, Texas. The Project shall consist of striping on various streets in the City of DeSoto, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B.” The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V
Fiscal Funding
Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.
Article VI
Agreements

I. City’s Responsibilities:
   1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity regarding the Project; (b) remediating any hazardous or regulated materials, or other environmental hazard on or near the Project site; and (c) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
   2. City agrees to accomplish these functions in a timely and efficient manner to ensure that such activities will not delay the County’s timely performance of its activities.
   3. City shall be responsible for maintaining the Project site when the Project is completed.
   4. City shall be in compliance with MUTCD standards in ensuring safety during re-striping operations as outlined in the scope of work in Attachments “A” and “B”.

II. County Responsibilities:
   1. County shall be responsible for performing all maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments “A” and “B” in a good and workmanlike manner.
   2. County shall be responsible for setting up a pre-project meeting.

III. Funding:
County and City mutually agree that the initial and anticipated total Project cost is $25,082.00, as set forth in Attachment “A”. County and City mutually agree that the City shall be responsible to pay $12,541.00 for its portion of the “Type B” roadwork. County shall contribute the remaining amount of the “Type B” costs, in-kind, in the form of labor and equipment. In no event shall County’s in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost for the “Type B” roadwork.

County and City further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.

2. Once approved by the County, and before commencement of the Project by the County, the City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, Twelve Thousand, Five Hundred Forty-One Dollars and No Cents ($12,541.00), representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project.

Article VII
Miscellaneous:
I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

III. **Applicable Law.** This PSA is and shall be expressly subject to the County’s and City’s Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.

IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Dallas County  
411 Elm Street, Suite 400  
Dallas, Texas 75202

and

Commissioner John Wiley Price  
Road & Bridge District #3  
411 Elm Street, Second Floor  
Dallas, Texas 75202

**CITY:**

City of DeSoto  
Matt Miser  
211 E. Pleasant Run Road  
DeSoto, Texas 75115

V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.

VI. **Binding Agreement; Parties Bound.** Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
VIII. **Counterparts.** This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. **Severability.** If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. **Entire Agreement.** This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. **Contingent.** This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of DeSoto.

XII. **Effective Date.** The PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

XIII. **No Joint Enterprise/Venture.** The parties agree that no party is an agent, servant, or employee of the other parties. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this PSA. No joint enterprise/venture exists between the parties.

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 20-12, dated the 5th day of May, 2020.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number ___________ and passed on the _______ day of ________, 2020.

The remainder of this page was intentionally left blank

Executed this the 8th day of May, 2020.  

Executed this the ______ day of ______________________, 2020.
CITY OF DESOTO:

Custistine S. McConney
MAYOR

COUNTY OF DALLAS:

_____________________________
CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

_____________________________
Jana Prigmore Ferguson
CITY SECRETARY

APPROVED AS TO FORM:*  
JOHN CREUZOT
DISTRICT ATTORNEY

/s/ Jana Prigmore Ferguson
_____________________________
Jana Prigmore Ferguson
Assistant District Attorney

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).
ATTACHMENT "A"

2020 TYPE B PAVEMENT MARKING ESTIMATE

Date: January 29, 2020
Requested By: Matt Miser
City: Desoto
Type: B
City Share: 50%
Lanes: 2
Court Order / IJ: Varies
MAPSCO: Varies

Roadway Length:
Pre-Marking Length: Mile
One-way travel time to Project: Hours

MARKING LENGTH (Miles)

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ESTIMATE: 2.7 12.5 35.7 14.9
Actual: 

MATERIALS:

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<th>PRICE</th>
<th>COST</th>
<th>ACTUAL</th>
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<td>232</td>
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<td>Beads</td>
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TOTAL MATERIALS: $12,609.00 $0.00

LABOR

Direct Labor:

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<th>Hour</th>
<th>Estimate Hours</th>
<th>Actual Hours</th>
<th>Hourly Rate (FR)</th>
<th>Estimate Cost</th>
<th>ACTUAL Cost</th>
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<td>Pre-Marking</td>
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Note: (FR) - with Fringes

Subtotal Direct Labor $6,945.00 $0.00

Indirect Labor: % of Actual Salaries: 14.96

Indirect Costs $1,039.00 $0.00

TOTAL LABOR: $7,984.00 $0.00

EQUIPMENT:

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<th>HRS</th>
<th>Estimate Hours</th>
<th>Actual Hours</th>
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TOTAL EQUIPMENT: $4,489.00 $0.00

TOTAL COST: $25,082.00 $0.00

COAST TO CITY: 50% $12,541.00 $0.00

COUNTY COST: 50% $12,541.00 $0.00

I hereby certify that all Work depicted herein is complete effective the date stated above.
Stanley Brewer
TRANSP FIELD SUPERVISOR
file:STRIPING.2001\TYPE-E\2001 ESTIMATE\new hourly rate as of October 1st 2001
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<td>1 Cockrell Hill Rd</td>
<td>Wintergreen Rd</td>
<td>W. Parkerville Rd</td>
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<td>2 Danieldale Rd</td>
<td>Duncanville C/L</td>
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<td>Glenn Heights C/L</td>
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<td>4 Parkerville Rd</td>
<td>Cedar Hill C/L</td>
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<td><strong>Type E (City pays 100%)</strong></td>
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