

**The State of Texas** §

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**County of Galveston** §

**Interlocal Agreement to Partially Fund Improvements to City Streets  
within the City Limits of Hitchcock, Texas**

This Agreement is entered into pursuant to Chapter 791, Texas Government Code, and Transportation Code §251.012. It is by and between the **County of Galveston**, hereinafter referred to as the “County,” and the **City of Hitchcock**, a home-rule municipality, hereinafter referred to as the “City,” both of which are political subdivisions of the State of Texas.

**A. Preamble**

The Parties agree:

The County allocated \$1,750,000.00 in road funds to be used as the County’s share for road improvements in the City.

**B. Project**

The City has selected the Prairie Street project.

The Prairie Street Improvements include approximately 3,400 LF replacement of existing asphalt pavement with 24-ft wide asphalt pavement from Delaney Road to end of road east of Jackson Road, including driveways, culverts, and roadside ditch cleaning and regrading. Coordination with GCDD#2 and property owner to the east will be necessary for drainage out fall from roadside ditches.

**C. City Approval**

- As required by the **Texas Transportation Code §251.012**, the City gives its approval to the County to finance the Project up to the limits established herein.

**D. Payment**

The County will finance the project without any City funds up to \$1,750,000.00. The City will be solely responsible for providing funding for all additional project costs, if any, over \$1,750,000.00.

After the project has been designed and bids have been received, the County will notify the City of the bids and provide them a copy. Should the project cost exceed \$1,750,000.00, the City will provide the County with the City’s portion of the project costs within 21 days of

notification. Upon receipt of the City's share of the costs, the County will award the construction contract and proceed with construction. Should any change orders be necessary during construction that exceed the County's agreed share, the County will notify the City of the cost and reason for the change order, and the City will provide payment to the County within 21 days of notification.

**E. Duties**

1. The County will:

- a. Design, construct, and manage the project per the City's requirements.
- b. Furnish the City with a set of plans and specifications.
- c. Transfer any and all warranties to the City.
- d. Resolve any disputes with contractor(s).
- e. Inform the City of any additional right-of-way required.

2. The City will:

- a. Deal with local citizen issues and questions during design and construction.
- b. Provide any necessary right-of-way.
- c. Provide construction requirements during the design phase of the project.
- d. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.
- e. Assist in utility relocations and provide funding for such relocations.

**F. Completion of Project**

Upon completion and acceptance of this Project, the County's responsibility under this Agreement ends.

**G. General Provisions:**

1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the subject matter within.
3. Each party represents that it has full authorization to enter into this Agreement as required by law.
4. The parties agree to pay any payments made pursuant to this Agreement from current revenues.
5. This Agreement may be executed in multiple originals.
6. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof, and this Agreement shall be construed as if the stricken provision had

never been contained herein.

7. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
8. It is expressly understood and agreed that under this Agreement, neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this 2nd day of September, 2025.

County of Galveston

By: 

Mark Henry  
County Judge

Attest:

  
Dwight Sullivan  
County Clerk

By: 

Deputy  
Melissa A. Childs

Executed this 4<sup>th</sup> day of August, 2025.

City of Hitchcock

By: 

Marie Gelles  
City Manager

Attest:

  
Debbie Nesbitt  
City Secretary

PROJECT NAME: PRAIRIE STREET  
CITY: HITCHCOCK  
FACILITY: STREET

DESCRIPTION: DELANEY ROAD TO END

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COST BY FISCAL YEAR							
Project Cost	Prior Funding	FY25	FY26	FY27	FY28	FY29+	TOTAL
Engineering/Planning		\$ 480,518					\$ 480,518
Land/Easements Acq.		TBD					\$ -
Construction		\$ 1,922,072					\$ 1,922,072
Total Cost	\$ -	\$ 2,402,590	\$ -	\$ -	\$ -	\$ -	\$ 2,402,590

Opinion of Probable Construction Cost Estimate

Description	Unit	Quantity	Unit Price	Total Cost
Remove and Dispose of Existing Pavement and Base (All Depths), Includes all Saw-Cutting Required, Includes Haul-Off and Disposal	SY	9,127	\$ 10.00	\$ 91,270.00
Remove and Dispose Off-Site Existing Storm Sewer Pipe (All Sizes)	LF	1,220	\$ 25.00	\$ 30,500.00
6-Inch Manipulation of Lime Stabilized Subgrade	SY	9,127	\$ 6.00	\$ 54,762.00
Hydrated Lime (Type B, 7% Lime by Dry Weight of Soil)	TON	173	\$ 300.00	\$ 51,900.00
8-Inch Black Base (Type B)	TON	5,572	\$ 125.00	\$ 696,500.00
2-Inch HMA Surface Course (Type D)	TON	993	\$ 175.00	\$ 173,775.00
6-Inch Reinforced Concrete Driveways, Including 6" Cement Stabilized Sand Base, Complete in Place	SY	1,360	\$ 100.00	\$ 136,000.00
2-Inch Asphalt Pavement for Asphalt Transitions, Complete in Place	TON	18	\$ 250.00	\$ 4,500.00
24-Inch Reinforced Concrete Pipe, Complete in Place	LF	1,220	\$ 150.00	\$ 183,000.00
Roadside Ditch Cleaning and Regrading, Complete in Place	LF	5,631	\$ 10.00	\$ 56,310.00
Project Contingencies (30%)				\$ 443,555.10
Construction Total				\$ 1,922,072.10

COMMENTS:

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PROJECT NAME: PRAIRIE STREET  
LIMITS: DELANY ROAD TO END  
CITY: HITCHCOCK  
PRECINCT: 2

DESCRIPTION:  
PAVEMENT & DRAINAGE IMPROVEMENTS  
2025 COUNTY BOND ALLOCATION:  
ROAD & BRIDGE

ENGINEER'S ESTIMATE: \$TBD  
PROJECT CONSTRAINTS:  
- REQUIRES ADDITIONAL ROW ACQUISITION

**Legend**



GALVESTON COUNTY  
2025 MOBILITY BOND PROGRAM



VICINITY MAP



