



STATE OF TEXAS §

INTERLOCAL GOVERNMENT AGREEMENT
IN REGARD TO PLATTING IN THE
EXTRATERRITORIAL JURISDICTION

COUNTY OF BELL §

WHEREAS, Section 242.001, Local Government Code, requires that a county and municipalities within the unincorporated areas of the county, specifically the area of extraterritorial jurisdiction of the cities, that county shall enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of each such municipality; and

WHEREAS, Section 242.001 authorizes a county and municipalities to establish a consolidated and consistent set of regulations related to plats and subdivisions of land as authorized by Chapters 212 and 232 of the Local Government Code, as well as other statutes applicable to both a county and municipalities, that will be enforced in the extraterritorial jurisdiction; and

WHEREAS, it is in the best interests of citizens of Bell County for the various governmental entities in this county to cooperate in the provision of more efficient and higher quality delivery of government services, which in this case can be more effectively provided by the County herein; and

WHEREAS, the parties herein have found it advisable to enter into a written agreement providing for regulation of subdivision platting in the unincorporated areas of the County and in the extraterritorial jurisdictions of the City of Killeen ("City") by Bell County ("County") and the City, as authorized by Section 242.001, Local Government Code.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereto mutually agree as follows:

1. From and after the execution of this Agreement by all parties, the County, as a party to this agreement, shall be the entity authorized to regulate subdivision plats and approve related permits within the extraterritorial jurisdiction of the City, as that authority is found under Chapter 212, Local Government Code, except as otherwise herein provided, and the office established by the County for that purpose (the County Engineer's Office) shall be the exclusive office for acceptance of such plat and permit applications and all other transactions involving the County, the City, and the developer in the planning process.

2. The County may charge appropriate fees as authorized by law related to the subdivision platting and permitting process and shall retain those fees.
3. The County shall require a developer to provide to the City a copy of all proposed subdivision plats in the City's extraterritorial jurisdiction. The City may review and may offer comments on any proposed subdivision plat located within the City's extraterritorial jurisdiction and such comments shall be given due consideration by the County. Notwithstanding, the City's review and/or comments shall not be construed as limiting the County's authority nor enhancing the City's authority to approve subdivision plats in the extraterritorial jurisdiction under this agreement.
4. Any plat for a subdivision in the area of the extraterritorial jurisdiction of the City shall require only the approval of the County.
5. Upon approval of the plat by the County, the County shall accept for maintenance, in accordance with County rules and regulations, said public streets, drainage, and/or other infrastructure. Acceptance of any platted, dedicated public streets, drainage, and/or other infrastructure by the County is conditioned upon:
 - a. Said dedicated public streets, drainage, and/or other infrastructure meeting the requirements of the County as set forth in the Bell County Subdivision Regulations, and;
 - b. A separate action (from the approval of the plat) by the Bell County Commissioners Court accepting said public streets, drainage, and/or other infrastructure.
6. The authority provided by Chapter 212, Local Government Code, to the City under this agreement shall be amended as follows:
 - a. A plat shall be required for a division of property within the extraterritorial jurisdiction of the City wherein any of the proposed tracts are less than ten acres in size, as permitted under Chapter 232, Local Government Code, but the only exceptions to that requirement shall be those found in Chapter 212, Local Government Code.
7. This Agreement shall be automatically renewed annually on the anniversary of the date it was executed hereunder.
8. The City or the County may rescind this Agreement at any time with thirty days' written notice.
9. This Agreement may be amended at any time in writing with the mutual consent of the City and the County.

This Agreement is executed this _____ day of _____, 2025.

Bell County

City of _____

By: _____
County Judge

By: _____
Mayor

Attest: _____
County Clerk

Attest: _____
City Secretary