

# EXHIBIT

## "A"

### OUT-OF-CITY WATER SERVICE AGREEMENT

THIS OUT-OF-CITY WATER SERVICE AGREEMENT ("Agreement"), is made and entered by and between TARK PROPERTIES, LLC, a Texas limited liability company referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

#### RECITALS:

WHEREAS, the Customer is the owner of record of the property at 2502 County Road 172, Round Rock, Texas 78680 ("Property"), being more particularly described in Exhibit "A" which is hereby incorporated for all purposes; and

WHEREAS; the City has determined that it is desirable for the Property to receive water service from the City notwithstanding the fact that the Property is outside the City's corporate limits, and

WHEREAS, the Customer and the City desire to enter into an agreement to formalize the terms by which the City will provide water service to the Property, and

WHEREAS, pursuant to Sec. 44-3, Code of Ordinances, 2010 Edition, the City Council hereby determines that there is adequate capacity of water services available for the purpose of servicing Customer without impairing services within the City, NOW THEREFORE:

#### WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

#### Article I. Customer's Obligations Under this Agreement

1.01 Customer shall be required to own and install a standard water service line which will connect with the City's water system located as shown in Exhibit "B". Prior to the installation, the Customer shall submit a detailed drawing prepared by a licensed engineer in the State of Texas for review and approval by the City.

1.02 Customer shall grant the City the right of entry and access to Customer's private water line attached to the City's water system at all times to inspect, to investigate the source of operational or maintenance problems, to prevent or detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonable related to the provision of service under this Agreement. The Customer will cooperate with the City to provide access for these purposes, provided that the City provides Customer at least one working day's written notice or,

in the event of an emergency, prior notice by telephone or confirmed facsimile, or its need for access.

1.03 Customer shall be responsible for securing sufficient rights allowing Customer to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a water line, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the City's water system.

1.04 Customer shall comply with all requirements of Sec. 44-3 Code of Ordinances, 2010 regarding the furnishing of water services outside the city limits, a copy of such Sec. 44-3 being attached hereto as Exhibit C. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

## Article II. Provision of Water Services

2.01 City agrees to sell Customer water service as required by Customer for domestic use on an as needed basis for one commercial business located on the Property.

2.02 The water service to be provided herein is for the Property as described in Exhibit A and no other property.

2.03 Customer agrees to abide by all mandatory and voluntary use restrictions imposed by the City on its own citizens.

## Article III. Rates

3.01 Customer agrees to pay City for all water services provided to Customer at the rate authorized by Chapter 44, Section 44-30, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City.

3.02 The City shall render a monthly bill to Customer for water services. Payment shall be made no later than the sixteenth (16<sup>th</sup>) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.03 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, and as may be amended from time to time.

#### Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the use of the water supply system.

4.02 Customer agrees to take all necessary precautions to maintain the sanitary conditions of City's water supply system.

4.03 Customer agrees to pay a Water Impact Fee in the amount of Four Thousand Twenty-five dollars, \$4,025.00, based on one living unit equivalent; and to pay all other fees applicable to water service.

4.04 Customer agrees and understands that the City's willingness to provide water service to the Property is expressly contingent on the Property continuing to be used for its current uses, namely an office and warehouse facility. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.05 Customer agrees that it will comply with all of the City's ordinances regarding subdivision, zoning, development, and building permits.

#### Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

#### Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

#### Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving water service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its right herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.

7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

7.07 The violation by Customer of any of City's ordinances related to the use or disposition of water, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.

IN WITNESS HEREOF, the parties have executed this Out of City Water Service Agreement in two (2) counterparts, each of which will be deemed an original on this the 21 day of JUNE, 2016.

TARK PROPERTIES, LLC

By: AK  
\_\_\_\_\_, its \_\_\_\_\_

Customer's Address:

16238 RR 620N. STE F-169  
AUSTIN, TX 78717

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Alan McGraw, Mayor

Attest:

\_\_\_\_\_  
Sara White, City Clerk

For City, Approved as to Form:

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

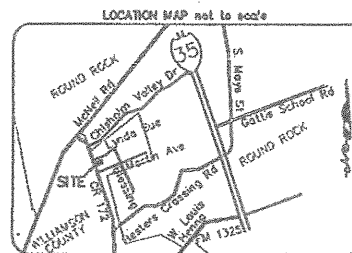
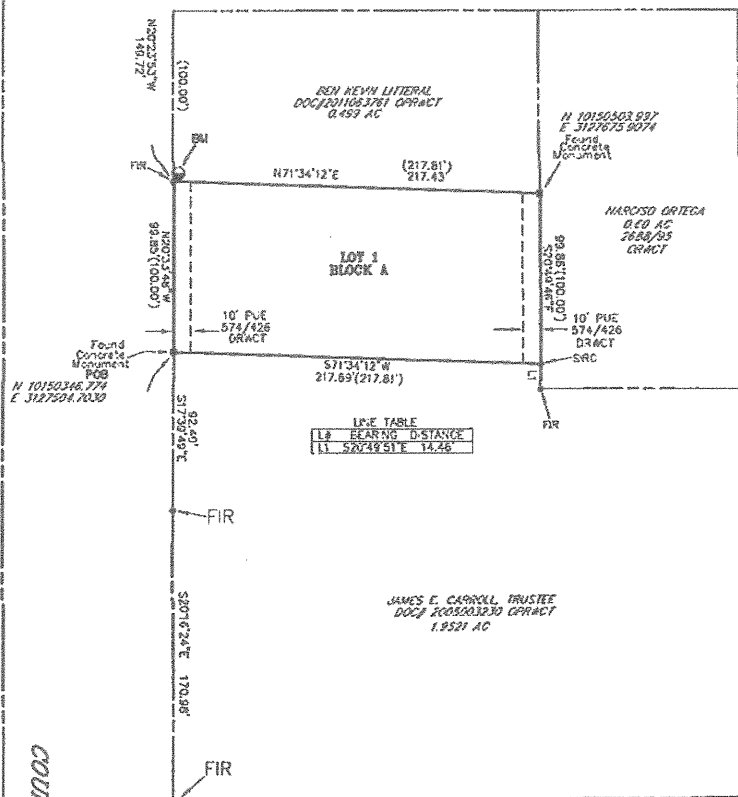
# TARK PARK MINOR PLAT

LOT 1/BLOCK A - 0.4986 AC/21,717 SQ FT  
ONE LOT FOR DEVELOPMENT USE-0.4986 AC

RONALD A. AND  
LAURA E. BEACH  
DOC#20070415811 OPRACT  
0.18 AC

FOUND  
RR SPOKE

LYNDA SUE ST  
50' ROW



ROBINSON LAND LTD.

93.289 AC

2251/635 ORACT

COUNTY ROAD 172 100' ROW

MARTIN AVENUE  
50' ROW

75°01'11"E 814.60'  
S20°49'51"E 14.46'  
VCL 427/PG 273 ORACT

LEWIS BLESSING LP  
DOC#20101018220 ORACT  
5.833 AC

SW CORNER 0.264 AC  
VCL 427/PG 273 ORACT

FIELD NOTES FOR 0.4986 ACRE(0.499) ACRE OF LAND OUT OF AND A PART OF THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A 62.84 ACRE TRACT DESCRIBED IN A PARTITION DEED RECORDED IN DOCUMENT NO. 2005075456, OFFICIAL RECORDS, CONVEYED TO TARK PROPERTIES LLC, BY DEED RECORDED IN DOCUMENT NO. 2015028694, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

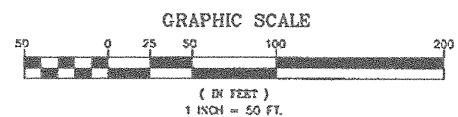
BEGINNING at a square concrete monument found in the east line of County Road 172, a 100 foot public ROW, same being the NW corner of a 1.9521 acre tract conveyed to James E. Carroll, Trustee, by deed recorded in Document No. 2005003230, Official Public Records, further being the SW corner of a 0.4986 acre(0.499 ac) tract conveyed to Tark Properties, LLC, by deed recorded in Document No. 2015028694, Official Public Records, Williamson County, Texas, for the SE corner hereof from which point north point, a 1/2" iron rod found in the west line of said Carroll tract bears S17°04'48"E at a distance of 92.49 feet;

THENCE N20°33'46"W along said County Road 172 for distance of 93.85 feet to a 1/2" iron rod found at the SW corner of a 0.493 acre tract conveyed to Ben Kevin Littoral by deed recorded in Document No. 2011083761, Official Public Records, same being the NW corner of the herein described tract, from which point, a retraced spoke found at the SW corner of a 0.18 acre tract conveyed to Ronald A. and Laura E. Beach by deed recorded in Document No. 2007046811, Official Records, at the NE corner of the intersection of Lynda Sue and County Road 172 bears N20°23'53"W at a distance of 149.72 feet;

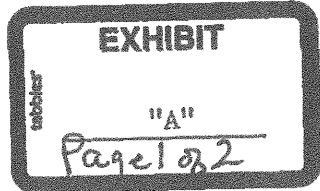
THENCE N71°34'12"E along the south line of said Littoral tract for a distance of 217.43 feet to a square concrete monument found in the west line of a 0.60 acre tract conveyed to Narciso Ortega by deed recorded in Volume 2688, Page 55, Official Records, same being the SW corner of said Littoral tract and the NE corner of the herein described tract;

THENCE S20°49'46"E along said west line of the Ortega tract for a distance of 93.86 feet to a 1/2" iron rod with cap set at the NE corner of the aforementioned Carroll tract, same being the SE corner of the herein described tract, from which point, a 1/2" iron rod found at the SW corner of said Ortega tract bears S20°49'51"E at a distance of 14.46 feet;

THENCE S71°34'12"W along the common line between the Carroll tract and the herein described tract for a distance of 217.81 feet to the POINT OF BEGINNING, containing 0.4986 acre of land, more or less.



WATERLOO SURVEYORS INC.  
P.O. BOX 150176  
AUSTIN, TEXAS 78716-0716  
Phone: 512-461-5602  
www.waterloosurveyors.com  
TBPLS FIRM# 10124400  
114612P



OWNERS: LOT 1/BLOCK A-TARK PROPERTIES, LLC  
ACREAGE:0.4986 ACRE/21,717 SQ FT  
SURVEYOR: THOMAS P. DIXON R.P.L.S. 4324  
NUMBER OF BLOCKS: ONE BLOCK  
LINEAR FEET OF NEW STREETS: NONE  
PLAT SUBMITTAL DATE: 12/8/2015  
DATE OF PLANNING AND ZONING COMMISSION REVIEW:1/6/2016  
BENCHMARK: SPANDLE SET IN UPOLE ALONG CR 172  
ELEVATION 814.60' NAVD 83  
PATENT SURVEY: 0.4992 ACRES OUT OF THE JACOB M. HARRELL SURVEY  
ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS  
ENGINEERING: LANGLEY ENGINEERING, LLC  
NUMBER OF LOTS BY TYPE: ONE LOT FOR DEVELOPMENT USE

# TARK PARK MINOR PLAT

STATE OF TEXAS :  
COUNTY OF WILLIAMSON : KNOW ALL MEN BY THESE PRESENTS:

THAT TARK PROPERTIES, LLC, A TEXAS CORPORATION, AS THE OWNER OF THAT CERTAIN 0.4569 ACRE TRACT OF LAND OUT OF THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN DOCUMENT NO. 2015028594, OFFICIAL PUBLIC RECORDS, DO HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS AND DEDICATE TO THE PUBLIC FOREVER THE USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS

TARK PARK

TARK PROPERTIES, LLC  
BY: ALEX KHABBAZ, ITS CN

*Alex Khabbaz*  
ALEX KHABBAZ

## SURVEYOR'S CERTIFICATION

THAT I, THOMAS P. DIXON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH CHAPTER 36, SUBDIVISIONS, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2010 EDITION AS AMENDED.

*Thomas P. Dixon*  
THOMAS P. DIXON, P.L.S. 4324  
WATERLOO SURVEYORS INC.  
P.O. BOX 160176  
AUSTIN, TEXAS 78716-0176  
PHONE 481-8502

12/22/15  
DATE

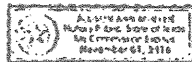


STATE OF TEXAS :  
COUNTY OF WILLIAMSON :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22 DAY OF December, 2015 A.D.

BY: *William Mucken*  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: William Mucken  
MY COMMISSION EXPIRES: 11/01/2016



APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.,

BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF ROUND ROCK, TEXAS,  
AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAVID PAULSKA, CHAIRMAN

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.,

WILLIAMSON COUNTY ADDRESSING COORDINATOR

## EXECUTIVE DIRECTOR

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

DATE

## GENERAL NOTES:

1. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 36, SUBDIVISIONS, CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, 2010, AS AMENDED, AND WITH THE DESIGN AND CONSTRUCTION STANDARDS.
2. NO PORTION OF THIS PLAT IS ENCRONCHED BY THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
3. A TEN (10) FOOT PUE AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE LINES IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
4. NO PORTION OF THIS TRACT IS ENCRONCHED BY ANY SPECIAL FLOOD HAZARD AREAS BOUNDARY BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) NUMBER 4849100450E, EFFECTIVE DATE SEPTEMBER 28, 2008, FOR WILLIAMSON COUNTY, TEXAS.
5. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH CHAPTER 46, ZONING, CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS, 2010, AS AMENDED.

PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. ALL WATER, WASTEWATER AND STORM DRAINAGE IMPROVEMENTS MAY BE INSPECTED BY THE DISTRICT.

## ENGINEER'S CERTIFICATION

I, BROCK LANGLEY, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH CHAPTER 36, SUBDIVISIONS, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2010 EDITION AS AMENDED, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF ROUND ROCK, TEXAS.

*Brock Langley*  
BROCK LANGLEY, P.E., PG  
LANGLEY ENGINEERING, LLC

12/22/2015  
DATE



BASED ON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY SAID ENGINEER OR SURVEYOR I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

STATE OF TEXAS :  
COUNTY OF WILLIAMSON :

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY

CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

2015 A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M., AND ONLY RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_

2015 A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF

SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

WILLIAMSON COUNTY FLOODPLAIN  
ADMINISTRATOR

DATE

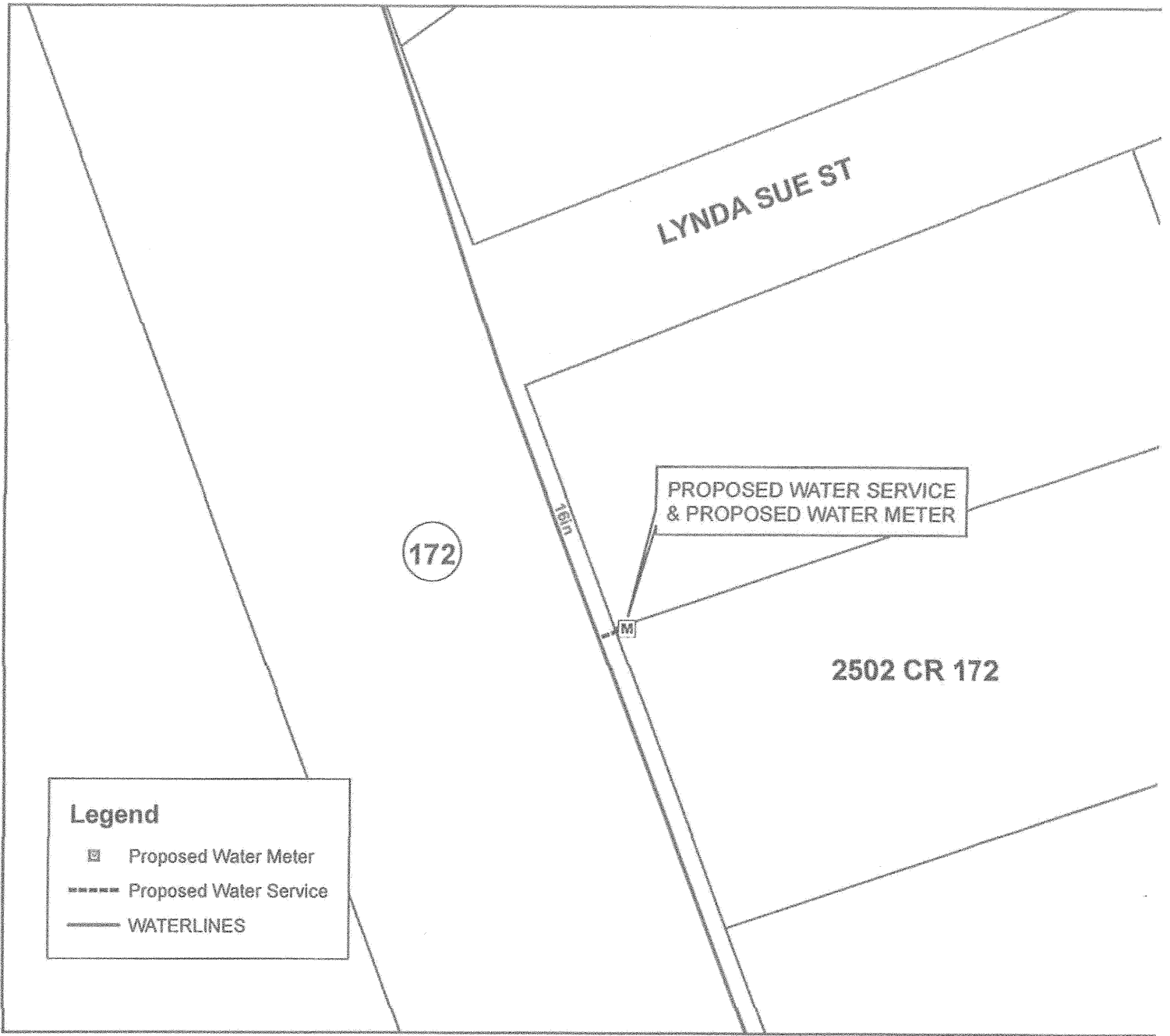


WATERLOO SURVEYORS INC.  
PO BOX 160176  
AUSTIN, TEXAS 78716-0176  
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www.waterloosurveyors.com  
TBPLS FIRM# 10124400  
J14812P

EXHIBIT

"A"

Page 2 of 2



Date: 6/14/2016



2502 CR 172  
EXHIBIT B



## Exhibit "C"

### Sec. 44-3. Furnishing of water, reuse water, and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water, sewer and/or reuse water services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
  - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water, sewer and/or reuse water lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
  - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
  - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions (any plat recorded after the date of passage of this section) desiring city water, sewer and/or water reuse services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
  - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water, sewer and/or reuse water construction within subdivisions where water, sewer, and/or reuse water service is to be provided.
  - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
  - (7) *Water, sewer, and/or reuse water lines to meet ultimate requirements of city.* Where water, sewer, and/or reuse water lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
  - (8) *Extended lines to be designed and inspected by city's engineer.* All water, sewer, and/or reuse water lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water, sewer, and/or reuse water service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
  - (9) *City may reimburse owner for oversized lines.* Where the size of the water, sewer, and/or reuse water lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
- (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water, sewer, and/or reuse water facilities of the city shall be in accordance with sections 44-32, 44-33, and 44-34.