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February 10, 2020

Erin Selvera
Attorney at Law
Bojorguez Law Firm, PC
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750

Re: BCRUA project (“Project”)

Dear Erin:

The purpose of this letter is to communicate to you and the Village of Volente (“Volente”) the response of the Brushy Creek Regional Utility Authority (“BCRUA”) to the draft Interlocal Agreement Between the Brushy Creek Regional Utility Authority and the Village of Volente (“ILA”).

After carefully reviewing the terms of the ILA, the BCRUA has determined that there is no real purpose to be served by entering into the ILA with Volente.

The Mayor of Volente and the President of the Board of Directors of the BCRUA entered into a Memorandum of Understanding (“MOU”) in October of 2012. Prior to the MOU being approved by the parties, it was the BCRUA’s intention to locate its Intake Facility and Pumping Station on Site 4, which is located entirely within Volente. At that time Volente objected to any portion of the Project being located on Site 4. Recognizing the benefits of finding a compromise that would serve the interests of both Parties, Volente agreed that it would not object to BCRUA’s placing the Intake Facility and maintenance building on Site 4 in Volente if the BCRUA would place the Pumping Station on Site 8. In order to reach a compromise with Volente, the BCRUA agreed to this, even though it would increase the costs by approximately \$6,000,000. In actuality, the cost is going to be much more than \$6,000,000.

In Sec. 2.2 of the MOU, the BCRUA agreed to use its best efforts to obtain all necessary approvals to locate the Pumping Station on Site 8. At a great deal of expense and effort, BCRUA was successful in obtaining the approvals to relocate the Pumping Station to Site 8.

In Sec. 2.3 of the MOU, the BCRUA agreed to deal with Volente in good faith with respect to complying with the applicable and reasonable development regulations of Volente related to the design, construction, and operation of the Intake Facility and maintenance building on Site 4.

In Sec. 3.2 of the MOU, Volente agreed that if BCRUA was successful in relocating the Pumping Station to Site 8, that Volente would withdraw its objections to BCRUA’s decision to design, construct and operate its intake Facility and maintenance building on Site 4.

In Sec. 3.3 of the MOU, Volente agreed to deal with the BCRUA in good faith with respect to imposing the applicable and reasonable development regulations of Volente.

From October of 2012, the BCRUA has in fact dealt in good faith with Volente. BCRUA was successful in obtaining the approvals necessary to move the Pumping Station to Site 8.

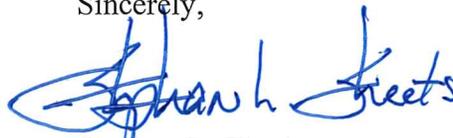
From this point forward, BCRUA has every reason to believe that Volente will comply with the letter and spirit of the MOU by dealing with BCRUA in good faith with respect to enforcing its applicable and reasonable development regulations.

BCRUA renews its intention to deal with Volente in good faith with respect to complying with the applicable and reasonable development regulations of Volente.

In closing, BCRUA is more than satisfied with the terms and spirit of the MOU that it negotiated with Volente in 2012. BCRUA strongly believes that the MOU is a compromise that has served and will continue to serve the best interests of both Parties. The BCRUA intends to continue complying with the MOU and has every reason to believe that Volente will do the same.

However, if Volente no longer intends to comply with the terms of the MOU, please let us know as soon as possible.

Sincerely,



Stephan L. Sheets
Attorney for BCRUA