

MEMORANDUM OF UNDERSTANDING
Between the City of Seguin and Texas Lutheran University

This Memorandum of Understanding (this "MOU") is entered into by and between the **City of Seguin**, a Texas home-rule municipality with its principal address at 205 N. River St., Seguin, TX 78155 (the "City"), and **Texas Lutheran University**, a private university with its principal address at 1000 W. Court St., Seguin, TX 78155 ("TLU"). The City and TLU may be referred to collectively as the "Parties."

RECITALS

WHEREAS, TLU is constructing a new facility located at 815 Fritz Street in Seguin, Texas, known as the "Verne Lundquist Student Athletic Center" (the "Project"); and

WHEREAS, the Project requires the payment of Water Connection impact fees totaling \$194,858.50; and

WHEREAS, the Koehler Company, acting on behalf of TLU, initially paid the full Water Connection impact fee amount of \$194,858.50 to the City at the time of building permit approval; and

WHEREAS, TLU has requested a structured payment plan for these impact fees rather than a single lump-sum payment; and

WHEREAS, the City has agreed to accommodate this request by retaining one-third of the initial payment, refunding the remainder to TLU, and establishing a schedule for the remaining payments.

NOW, THEREFORE, the Parties agree to the following terms and responsibilities:

I. Purpose

The purpose of this MOU is to establish a formal payment plan, delineate the timeline for the initial refund from the City to TLU, and set the expectations for TLU's subsequent installment payments back to the City for the Water Connection impact fees associated with the Project.

II. Roles and Responsibilities

A. Obligations of the City of Seguin:

1. **Initial Retainage:** The City shall retain one-third of the initial fee amount paid by the Koehler Company, which equals **\$64,952.83**. This amount is considered paid in full for the first installment, requiring no further action by TLU.
2. **Refund:** The City shall process and issue a refund for the remaining balance of **\$129,905.67** to TLU no later than **March 31, 2026**. The refund check shall be made payable to: *Texas Lutheran University Attn: Bill Senter 1000 W. Court St., Seguin, TX 78155*
3. **Invoicing:** The City shall issue the following invoices to TLU:
 - An invoice for **\$64,952.93** on **June 1, 2027**.
 - An invoice for **\$64,952.93** on **June 1, 2028**.

B. Obligations of Texas Lutheran University:

1. **Installment Payments:** TLU shall make the required payments to the City of Seguin within thirty (30) days of the invoice dates for the 2027 and 2028 installments outlined in Section II(A)(3).

III. Miscellaneous

1. **Early Payment:** TLU reserves the right to terminate this payment schedule early by paying off the remaining balance in full at any time prior to the listed payment due dates without penalty.
2. **Late Fees:** The City of Seguin reserves the right to impose a reasonable late fee should TLU fail to meet the agreed-upon payment due dates.
3. **Contacts:** The primary contacts for the management and oversight of this MOU are as follows:
 - o **For TLU:** William (Bill) Senter, Vice President for Administration & CTO (wsenter@tlu.edu)
 - o **For the City:** Steve Parker, City Manager (sparker@seguintexas.gov)
4. **Term and Termination:** This MOU shall become effective upon signature by both Parties and shall automatically terminate upon the City's receipt and clearance of TLU's final payment.

AGREED AND ACCEPTED:

FOR TEXAS LUTHERAN UNIVERSITY:

William R. Senter, Vice President for Administration & CTO

Date: _____

FOR THE CITY OF SEGUIN:

Steve Parker, City Manager

Date: _____

ATTEST:

Kristin Mueller
City Secretary