

**AGREEMENT BETWEEN CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION AND CORPUS CHRISTI HOUSING FINANCE CORPORATION FOR ALMA AT GREENWOOD PROJECT**

This Agreement ("Agreement") is entered into between the Corpus Christi Business and Job Development Corporation ("Corporation") and the Corpus Christi Housing Finance Corporation ("CCHFC"), a Texas housing finance corporation.

**WHEREAS**, the Texas Legislature in Section 501 of the Local Government Code (Development Corporation Act of 1979) empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

**WHEREAS**, on November 5, 2002, residents of the City of Corpus Christi (the "City") passed Proposition 2, New and Expanded Business Enterprises, which authorized the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-eighth of one percent to be imposed for 15 years;

**WHEREAS**, in the same election, the residents of the City passed Proposition 2B, Affordable Housing, which authorized the use of a portion of the sales and use tax approved under Proposition 2 for affordable housing, up to \$500,000 annually, so long as there are projects for which the amount can reasonably be used;

**WHEREAS**, the 1/8 cent sales tax authorized by passage of Proposition 2 and allocated under Proposition 2B for affordable housing was subsequently enacted by the City's City Council ("City Council") and filed with the State Comptroller of Texas, effective April 1, 2003, to be administered by the Corporation's Board of Directors ("Board");

**WHEREAS**, the Board wishes to fund affordable housing projects in an effective manner;

**WHEREAS**, the Board has determined that it is in the best interests of the residents of the City that the CCHFC be awarded affordable housing funds, by execution of this Agreement, to accomplish the affordable housing project described in the Scope of Work, which is attached hereto as **Exhibit A** and incorporated herein by reference as if laid out here in its entirety;

In consideration of the covenants, promises, and conditions stated in this Agreement, the Corporation and the CCHFC agree as follows:

**1. Agreement to Provide Affordable Housing Services.** This Agreement between the Corporation and the CCHFC is executed to implement the promotion and development of an affordable housing project described in **Exhibit A** and incorporated in this Agreement by reference. The parties have approved this Agreement in an amount not to exceed \$160,560.00, the entirety of such funds shall be granted to CCHFC to loan for the construction of the Project.

- a. Funds provided under this Agreement may not be used for any other projects or to reimburse the CCHFC for any staff time which is unrelated to this Project. Any funds not used for the implementation of the Project will be returned to the Corporation.
- b. CCHFC must include in its contract with Greenwood Manor, LP, and/or any other entity associated with the Project a requirement to maintain the property and continue to rent 152 units only to qualified individuals as affordable housing in accordance with 42

U.S.C. Section 12475 for at least twenty years. If the property ceases to operate as an affordable housing facility during that twenty-year period, the developer must immediately reimburse the CCHFC all amounts paid to the developer under its agreement with the CCHFC. Any funds repaid to the CCHFC must be used for a qualified affordable housing project under 42 U.S.C. Section 12475 or returned to the Corporation within one year after returned to the CCHFC. If the Corporation is dissolved prior to the time at which such reimbursement of funds is required under this provision, CCHFC will immediately reimburse the City all amounts paid under this Agreement. The obligation to reimburse funds under this section will survive the termination or earlier expiration of this Agreement.

- c. Corporation will provide the funds to the CCHFC within 60 days after the Effective Date.

**2. Annual Update.** At the Board's meeting following the end of this fiscal year, the Assistant General Manager of the CCHFC, or designee, will present an update on the Project to the Board.

**3. Effective Date.** The effective date of this Agreement is the date on which the Agreement is approved by both the CCHFC and the Board and executed by both parties.

**4. Term.** The term of this Agreement is one year beginning on the Effective Date, unless extended by the Parties in writing.

**5. Termination.** Either party may terminate this Agreement by giving at least 30 days' written notice to the other of its intent to terminate. In the event of such termination, the CCHFC will return any unused funds to the Corporation.

**6. Amendments or Modifications.** No amendments or modifications to this Agreement or to the Project may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

## **7. Notices.**

- a. Any required written notices shall be sent, certified mail, return receipt requested, addressed as follows:

If to Corporation:

Corpus Christi Business and Job Development Corporation  
Attn: President  
1201 Leopard Street  
Corpus Christi, Texas 78401

If to CCHFC:

Corpus Christi Housing Finance Corporation  
Attn: Assistant City Manager  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

c. Notice is effective upon deposit in the United States mail in the manner provided above.

**8. Relationship of Parties.** In performing this Agreement, the Corporation and the CCCHFC shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**CORPUS CHRISTI BUSINESS AND  
JOB DEVELOPMENT CORPORATION**

**CORPUS CHRISTI HOUSING  
FINANCE CORPORATION**

\_\_\_\_\_  
Lee Trujillo  
President

\_\_\_\_\_  
Andrea Gardner  
Assistant General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Rebecca Huerta  
City Secretary

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Aimee Alcorn-Reed  
Assistant City Attorney

## **EXHIBIT A**

Greenwood Manor Apartments would be approximately 152 units of new construction garden style apartments. The apartments will be built on 10 acres of the parcel at Greenwood Drive at Gollihar Road with legal description Paisley Hoffman 26.6223 Acs out of Lt 12 Sec D. The development will contain 1 bedroom, 2 bedroom and 3 bedroom units in two story buildings. A large community building will contain the leasing office and management office plus a computer learning center, an after-school activities center and community space. The community building will also have an office for the on-site resident service provider. Onsite there will be playgrounds, a dog park and picnic table areas.