

CAUSE NO. 2025DCV-4399-D

NUECES COUNTY, TEXAS,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff</i>	§	
	§	
V.	§	
	§	
CORPUS CHRISTI HOUSING	§	105 <sup>TH</sup> JUDICIAL DISTRICT
AUTHORITY,	§	
	§	
<i>Defendant</i>	§	
	§	
AND	§	
	§	
2921 AIRLINE PE, LLC, ET AL.	§	NUECES COUNTY, TEXAS
	§	
<i>Intervenor Defendants.</i>	§	
	§	

**INTERVENORS’ TRADITIONAL MOTION FOR PARTIAL SUMMARY JUDGMENT**

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## I. INTRODUCTION

This case represents an extraordinary misuse of the Texas Open Meetings Act (“TOMA”) by Nueces County. Because it prioritizes its own tax revenue over affordable housing, the County is attempting to use TOMA to void numerous agreements entered into by a fellow governmental agency—the Corpus Christi Housing Authority—so that thirteen local apartment complexes are no longer reserved for affordable housing (and therefore tax exempt). The County filed this lawsuit with no apparent regard for the collateral damage that would be suffered both by the investors who contracted with the Housing Authority, and by residents of the apartment complexes which, thanks to these agreements, are now substantially reserved for affordable rents.

Intervenors<sup>1</sup> are former owners of 13 affordable apartment complexes in Corpus Christi, investors in the projects, and other entities participating in the agreements that the County seeks to void.<sup>2</sup> In short, Intervenors are just some of those who would be hurt if the County prevails in this lawsuit.

Fortunately, TOMA is not a cudgel allowing the County to void numerous agreements entered into by the Housing Authority—especially when, as here, the case law makes very clear that the relevant agreements were adequately noticed.

This dispute presents a pure question of law under TOMA: whether the Housing Authority adequately noticed memoranda of understanding related to thirteen local apartment complexes.

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<sup>1</sup> 2921 Airline PE, LLC, Leuven Ocean 1, LLC, Leuven Ocean 2, LLC, Leuven Southlake 1, LLC, Leuven Southlake 2, LLC, 6901 Saratoga Blvd PE, LLC, 4325 Ocean Partners, LLC, GWR Summit, LLC, GWR Veranda, LLC, GWR Sandcastle, LLC, GWR Armon Bay, LLC, GWR 16 Management, LLC, Stoneleigh Investors LP, Stoneleigh SLP, LLC, Sundance Bay Income and Growth OP, LP, TX Azure Apartments SLM, LLC, TX Azure Apartments 2, LLC, TX Azure Apartments 3, LLC, TX Azure Apartments 5, LLC, Brixton Sawgrass, LLC, LTJ Group, LLC, Brixton 1492 East Maine, LLC, Brixton 6th and Harrison, LLC, Brixton Sawgrass Special Limited Partner, L.P., Brixton Sawgrass Investor, LLC, Rockstar Churchill Square LLC, Rockstar Churchill Square Special Member, LLC, and Rockstar Churchill Square Partners, LLC (collectively, “Intervenors”).

<sup>2</sup> Ex. A (Declaration of William J. Bruggeman), at ¶ 5.

Starting in 2024, the Housing Authority noticed and approved memoranda of understanding to implement its new workforce housing initiative.<sup>3</sup> These memoranda of understanding (“MOUs”) set forth the sale/lease-back transactions with thirteen apartment complexes, which would confer these properties with tax exempt status and make it economically feasible to provide reduced rent for qualifying working families.<sup>4</sup>

In an unprecedented use of TOMA to serve shifting political ends, the County now claims that the notices preceding the MOUs’ approval were inadequate. The County seeks to unwind dozens of agreements by recasting a policy disagreement as a purported TOMA violation. And Intervenor is now caught in the crosshairs.

However tangled the politics, the legal principles here are clear. Summary judgment is warranted. In this case, the content of the Housing Authority’s notices is undisputed, and the adequacy of the Housing Authority’s notices under TOMA is a question of law that can be decided without discovery.

This Court should hold that, as a matter of law, the Housing Authority’s notices satisfy TOMA. The Housing Authority’s notices are consistent with the kinds of notice Texas courts routinely uphold. The County seeks to impose notice requirements that neither TOMA, nor courts interpreting TOMA, recognize. For those reasons, as further explained below, this Court should grant Intervenor’s Partial<sup>5</sup> Motion for Summary Judgment.

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<sup>3</sup> See Exs. C-J (Corpus Christi Housing Authority Board Meeting Agendas); see e.g., Ex. L (Corpus Christi Housing Authority Resolution)

<sup>4</sup> See Ex. A (Declaration of William J. Bruggeman), at ¶ 9; see e.g., Ex. M (Memorandum of Understanding), at Secs. A, G.

<sup>5</sup> This is a motion for *partial* summary judgment because the County also challenges the employment contract of the Housing Authority’s former CEO. Intervenor had nothing to do with the Housing Authority’s decisions regarding its CEO’s employment, and that issue is entirely separate and unrelated to whether the Housing Authority adequately noticed the MOUs.

## II. FACTUAL BACKGROUND

### A. The Housing Authority Implements the Workforce Housing Opportunities Program to Provide Affordable Rents to Working Residents

To address affordable housing needs in Corpus Christi, the Housing Authority started its Workforce Housing Opportunities Program. Under this program, the Housing Authority partners with market-rate apartment complex owners/operators and developers to create mixed-income developments that offer reduced rent for individuals and families earning 80% or less than the area's average median family income.<sup>6</sup> Like other housing authorities across Texas, the Corpus Christi Housing Authority created these affordable housing projects through sale/lease-back transactions with participating apartment complexes.<sup>7</sup>

Under these transactions, the land on which an apartment complex is built is deeded to the local housing authority, which then leases that land back to a company in which the former apartment complex owner has an ownership interest. The apartment complex must then reserve at least half of its units for occupancy by working families at affordable rates, stabilizing rents over time. The transactions have a *99-year term*, thus securing the future of affordable housing in Corpus Christi and preventing redevelopment of the apartment complexes for other purposes. The structure of these transactions, coupled with each apartment complex's commitment to operating an affordable housing project, allows these apartment complexes to receive a property tax exemption. Tex. Loc. Gov't Code § 392.005. This exemption makes it economically feasible to reserve these properties for affordable housing.

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<sup>6</sup> CORPUS CHRISTI HOUSING AUTHORITY, <https://hacc.org/workforce-housing-opportunity/> (last visited Dec. 11, 2025).

<sup>7</sup> See CITY OF DALLAS OFFICE OF ECONOMIC DEVELOPMENT, <https://www.dallasecodev.org/678/Dallas-Housing-Opportunity-Fund-DHOF> (last visited Dec. 11, 2025); HARRIS COUNTY HOUSING AUTHORITY, <https://hchatexas.org/our-properties/> (last visited Dec. 11, 2025); FORT WORTH HOUSING SOLUTIONS, <https://fwhs.org/housing-programs/our-properties/> (last visited Dec. 11, 2025); OPPORTUNITY HOME SAN ANTONIO, <https://homesa.org/amara-acquisition/> (last visited Dec. 11, 2025); HOUSING AUTHORITY OF TRAVIS COUNTY, <https://hatctx.com/development/tcfc/projects> (last visited Dec. 11, 2025).

Beginning in 2024, the Housing Authority began promoting its Workforce Housing Opportunities Program. The Housing Authority (through its consultant) reached out to various apartment complex owners with its proposal to partner with the Housing Authority to develop affordable housing projects.<sup>8</sup> Intervenors agreed to participate in the Program with respect to the following thirteen apartment complexes: Armon Bay, Azure, Churchill Square, The Icon, Ocean Palms Apartments, Sandcastle Apartments, Sawgrass Apartments, South Lake Ranch Apartments, Stoneleigh, The Summit, The Veranda, The Villas of Ocean Drive, and Tuscany Bay Apartments.<sup>9</sup>

The Housing Authority prepared Memoranda of Understanding (MOUs) describing the parties' shared commitment to develop these affordable housing projects.<sup>10</sup> To that end, these MOUs describe the mechanics of the sale/lease-back transaction. Each MOU details the specific requirements the parties would undertake to effectuate that transaction, including executing four implementing agreements for each apartment complex—a company agreement, a special warranty deed, a ground lease, and a regulatory agreement.<sup>11</sup> Together, these agreements effectuate the terms of the MOU and reflect the parties' ongoing partnership.<sup>12</sup>

## **B. The Housing Authority Sufficiently Noticed the Memoranda of Understanding**

Between June 2024 and March 2025, the Housing Authority noticed project-specific MOUs related to each of the thirteen apartment complexes for consideration at the Housing Authority's Board of Commissioners' meetings.<sup>13</sup> The Board holds annual, regular, and special meetings.<sup>14</sup> These board meetings follow a standard agenda: roll call, approval of the minutes of

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<sup>8</sup> Ex. A (Declaration of William J. Bruggeman), at ¶ 6.

<sup>9</sup> CORPUS CHRISTI HOUSING AUTHORITY, [hacc.org/workforce-housing-opportunity/](https://hacc.org/workforce-housing-opportunity/) (last visited Dec. 10, 2025).

<sup>10</sup> See e.g., Ex. M (Memorandum of Understanding).

<sup>11</sup> See e.g., Ex. M (Memorandum of Understanding), at Sec. A.

<sup>12</sup> Ex. A (Declaration of William J. Bruggeman), at ¶ 9.

<sup>13</sup> See Exs. C-J (Corpus Christi Housing Authority Board Meeting Agendas).

<sup>14</sup> Ex. B (Corpus Christi Housing Authority Bylaws), at Art III.

the previous meeting, open forum for public comment, consent agenda, items for consideration, CEO's report, chairperson report, commissioner comments, executive session as needed, and adjournment.<sup>15</sup>

The Housing Authority announces the date, time, and address of the upcoming board meeting on its website, [hacc.org](https://hacc.org).<sup>16</sup> Meetings are held at the Housing Authority's central office, 3701 Ayers, Corpus Christi, TX.<sup>17</sup> There is no dispute that the Housing Authority adequately announced the time and place of each of its board meetings.

Before each meeting, the Housing Authority posts agendas for the next board meeting on its website. These agendas all follow a standard format. Each agenda identifies the issues the Board will address in the "Items for Consideration."<sup>18</sup>

Through these posted agendas, the Housing Authority provided notice that the Board would consider approval of the MOUs. Over the course of several board meetings, the Housing Authority sought Board approval to enter into MOUs with thirteen apartment complexes. Each relevant agenda identifies the subject the Board considered, an MOU, and the counterparty or apartment complex involved.<sup>19</sup> By doing so, the Housing Authority properly notified the public of the contemplated actions and parties.

At the July 31, 2024 meeting, the Board considered and approved the memorandum of understanding related to Brixton Apartments. The posted agenda identified ten action items for the

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<sup>15</sup> Ex. B (Corpus Christi Housing Authority Bylaws), at Art. III.

<sup>16</sup> Ex. B (Corpus Christi Housing Authority Bylaws), at Art III; *see also* CORPUS CHRISTI HOUSING AUTHORITY, <https://hacc.org/> (last accessed Dec. 10, 2025).

<sup>17</sup> Ex. B (Corpus Christi Housing Authority Bylaws), at Art III; *see also* CORPUS CHRISTI HOUSING AUTHORITY, <https://hacc.org/board-of-commissioners/> (last accessed Dec. 10, 2025).

<sup>18</sup> *See* CORPUS CHRISTI HOUSING AUTHORITY, <https://hacc.org/board-of-commissioners/> (last accessed Dec. 10, 2025); Exs. C-J (Corpus Christi Housing Authority Board Meeting Agendas).

<sup>19</sup> *See* Exs. C-J (Corpus Christi Housing Authority Board Meeting Agendas).

Board’s consideration, including: “Action Item No. 24-EO-28: Consider Approval of Memorandum of Understanding Brixton Sawgrass, LLC et. Al.”<sup>20</sup>

<u>ITEMS FOR CONSIDERATION</u>	
Action Item No. 24-HCV-22:	Consider Approval Amendments to Housing Choice Voucher Program Administrative Plan
Action Item No. 24-FIN-23:	Consider Approval of Organizational Restructure/Realignment
Action Item No. 24-EO-24:	Consider Approval of Bahia Properties, DBA, Coastal Housing Partners Bylaws
Action Item No. 24-FIN-25:	Consider Approval of Contractual Agreement for Road and Concrete Work Planned Unit Development at the corner of Aztec and Osage
Action Item No. 24-FIN-26:	Consider Approval of Contractual Agreement for the La Armada II HVAC Retrofit Upgrades
Action Item No. 24-EO-27:	Consider Approval of Memorandum of Understanding – Cameron County Housing Finance Corporation
Action Item No. 24-EO-28:	Consider Approval of Memorandum of Understanding Brixton Sawgrass, LLC et. Al
Action Item No. 24-EO-29:	Consider Approval of Memorandum of Understanding Brixton Everhart, TIC et. Al
Action Item No. 24-EO-30:	Consider Approval of Memorandum of Understanding 6533 Patti, LP
Action Item No. 24-EO-31:	Consider Approval of Memorandum of Understanding 802 Barry 3 LLC

At the August 28, 2024 meeting, the Board considered and approved the MOU related to Azure Apartments. The posted agenda identified six items for the Board’s consideration, including: “Action Item No. 24-EO-36: Consider Approval of Memorandum of Understanding – TX Azure Apartments 1, LLC.”<sup>21</sup>

<u>ITEMS FOR CONSIDERATION</u>	
Action Item No. 24-HCV-32:	Consider Approval of Amendment to Housing Choice Voucher Program Administrative Plan
Action Item No. 24-HR-33:	Consider Approval of Addendum to 2024 CCHA Personnel Policy – Sick Leave
Action Item No. 24-AS-34:	Consider Approval of Renewal of Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool
Action Item No. 24-FIN-35:	Consider Acceptance of 2023 CCHA Audit Fiscal Year Ended 09/30/2023
Action Item No. 24-EO-36:	Consider Approval of Memorandum of Understanding – TX Azure Apartments 1, LLC
Action Item No. 24-EO-37:	Consider Approval of Memorandum of Understanding – PRE Baypoint, LLC

At the October 30, 2024 meeting, the Board considered and approved the MOU related to Churchill Square Apartments. The posted agenda identified nine action items, including: “Action Item No. 24-EO-39: Consider Memorandum of Understanding – Churchill Square Apartments.”<sup>22</sup>

<sup>20</sup> Ex. C (July 31, 2024 Board Meeting Agenda).

<sup>21</sup> Ex. D (August 28, 2024 Board Meeting Agenda).

<sup>22</sup> Ex. E (October 30, 2024 Board Meeting Agenda).

<u>ITEMS FOR CONSIDERATION</u>	
Action Item No. 24-HCV-38:	Consider Approval of CLEAR Program
Action Item No. 24-EO-39:	Consider Memorandum of Understanding – Churchill Square Apartments
Action Item No. 24-EO-40:	Consider Memorandum of Understanding – Caspian Apartments
Action Item No. 24-FIN-41:	Consider Ratifying Purchase of Real Property
Action Item No. 24-FIN-42:	Consider Ratifying Purchase of HVAC Equipment
Action Item No. 24-FIN-43:	Consider Approval of CCHA & CHP 2024-2025 Budget
Action Item No. 24-FIN-44:	Consider Ratifying Installation of HVAC Equipment – CC Breeze Heating
Action Item No. 24-FIN-45:	Consider Approval Installation of HVAC Equipment – J.A.G. Heating & Cooling
Action Item No. 24-FIN-46:	Consider Approval Installation of HVAC Equipment – 681 Contactors, LLC

At the November 6, 2024 meeting, the Board considered and approved MOUs related to South Lake Ranch Apartments, Villas of Ocean Drive, The Icon, and Tuscan Bay South. The posted agenda identified four items for consideration. For each, the agenda listed an “Action Item No.” and stated that the board would “Consider Memorandum of Understanding,” specifying the apartment complexes: South Lake Ranch, Villas of Ocean Drive, The Icon, and Tuscan Bay South.<sup>23</sup>

<u>Action Items:</u>	
Action Item No. 24-EO-47:	Consider Memorandum of Understanding – South Lake Ranch
Action Item No. 24-EO-48:	Consider Memorandum of Understanding – Villas of Ocean Drive
Action Item No. 24-EO-49:	Consider Memorandum of Understanding – The Icon
Action Item No. 24-EO-50:	Consider Memorandum of Understanding – Tuscan Bay South

An MOU related to these four properties was previously considered at a June 2024 meeting under a singular agenda item: “Consider Memorandum of Understanding.”<sup>24</sup> The MOUs for these four properties were re-noticed by the November 6 agenda, which expressly identified four discrete action items and identified each apartment complex by name.

At the December 9, 2024 meeting, the Board considered and approved MOUs related to Azure Apartments,<sup>25</sup> Churchill Square Apartments,<sup>26</sup> Armon Bay, Sandcastle Apartments, The

<sup>23</sup> Ex. F (November 6, 2024 Board Meeting Agenda).

<sup>24</sup> Ex. G (June 12, 2024 Board Meeting Agenda).

<sup>25</sup> The Board previously considered and approved an MOU related to Azure Apartments on August 28. *See* Ex. D.

<sup>26</sup> The Board previously considered and approved an MOU related to Churchill Square on October 30. *See* Ex. E.

Summit, and The Veranda. The posted agenda identified eleven action items for the Board’s consideration. The agenda distinguished “New” action items for consideration from “Restatement” action items. Each item informed the public that the board would “Consider Resolution for MOU” for a specified apartment complex.<sup>27</sup>

<b><u>ITEMS FOR CONSIDERATION</u></b>
<b><u>Restatement</u></b>
Action Item No. 24-EO-51: Consider Resolution for MOU - Arts at Ocean Drive
Action Item No. 24-EO-52: Consider Resolution for MOU - Azure
Action Item No. 24-EO-53: Consider Resolution for MOU - Churchill Square
<b><u>New</u></b>
Action Item No. 24-EO-54: Consider Resolution for MOU- GWR Armon Bay
Action Item No. 24-EO-55: Consider Resolution for MOU- Breakers
Action Item No. 24-EO-56: Consider Resolution for MOU- Sandcastle
Action Item No. 24-EO-57: Consider Resolution for MOU – The Summit
Action Item No. 24-EO-58: Consider Resolution for MOU – The Veranda
Action Item No. 24-EO-59: Consider Resolution for MOU – Bay Vista
Action Item No. 24-EO-60: Consider Resolution for MOU – Bay Vista Pointe
Action Item No. 24-EO-61: 2025 BOC Meeting Dates

At the February 21, 2025 meeting, the Board considered and approved the MOU related to Ocean Palms Apartments. The posted agenda listed two items for consideration, including: “Action Item No. 25-EO-03: Consider Resolution for MOU – Ocean Palms Apartments.”<sup>28</sup>

<b><u>ITEMS FOR CONSIDERATION</u></b>
Action Item No. 25-EO-03: Consider Resolution for MOU – Shadow Bend
Action Item No. 25-EO-04: Consider Resolution for MOU – Ocean Palms Apartments

At the March 25, 2025 meeting, the Board considered and approved the MOU related to Stoneleigh Apartments. The posted agenda listed two items for the Board’s consideration, including: “Action Item No. 25-EO-05: Consider Resolution for MOU – Stoneleigh Apartment.”<sup>29</sup>

<b><u>ITEMS FOR CONSIDERATION</u></b>
Action Item No. 25-EO-05: Consider Resolution for MOU – Stoneleigh Apartment
Action Item No. 25-AS-06: Consider Approval of Contractual Agreement for Construction Of CHP Administrative Building & Warehouse

<sup>27</sup> Ex. H (December 9, 2024 Board Meeting Agenda).

<sup>28</sup> Ex. I (February 21, 2025 Board Meeting Agenda).

<sup>29</sup> Ex. J (March 25, 2025 Board Meeting Agenda).



By listing these items on the Board Meeting agendas, the Housing Authority informed readers that the Board would consider and take action on MOUs, and that the Board's action related specifically to the identified parties or properties.

**C. Intervenor Forego Other Financial Opportunities and Commit to Providing Affordable Housing**

At each of these meetings, the Board approved resolutions authorizing the Housing Authority to negotiate and enter into MOUs involving the thirteen apartment complexes. The Board further authorized the Housing Authority to execute any documents necessary to implement their terms. These Resolutions, which were contemporaneously executed, describe the details that effectuate these MOUs.<sup>30</sup>

Following the Board's authorization, the Housing Authority and the participating apartment complex owners executed MOUs for each participating property.<sup>31</sup> To implement these MOUs, the parties also executed the necessary special warranty deeds, ground leases, company agreements, and regulatory agreements ("the implementing agreements").<sup>32</sup> In total, more than fifty agreements are at issue.

Intervenors are former owners of the apartment complexes, investors and operators of these affordable housing projects, and parties to these MOUs and the implementing agreements. Intervenors contractually committed to providing affordable housing in Corpus Christi. As part of that commitment, Intervenors have foregone any opportunity to redevelop their properties for other purposes during the 99-year term of the ground lease. Intervenors ceded valuable property rights to the Housing Authority to effectuate the workforce housing initiative. Intervenors negotiated for governance and financial rights under the existing agreements. Intervenors made substantial

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<sup>30</sup> See e.g., Ex. L (Corpus Christi Housing Authority Resolution).

<sup>31</sup> Ex. A (Declaration of William J. Bruggeman), at ¶ 9; see e.g., Ex. M (Memorandum of Understanding).

<sup>32</sup> Ex. A (Declaration of William J. Bruggeman), at ¶¶ 9, 11.

investments, incurred significant debt obligations, and structured their business operations based on the validity of these transactions with the Housing Authority and the availability of a tax exemption.<sup>33</sup>

At present, the properties devote half of their units to tenants making at or below 80% of the area median income pursuant to the agreements that effectuate the MOU's. Of those reserved units, ten percent are reserved for tenants making at or below 60% of the area median income. The agreements contain restrictions to ensure that rent remains affordable for these tenants. Each of the thirteen apartment complexes provides workforce housing for Corpus Christi residents.<sup>34</sup>

**D. Local Politicians, Focused on Short-Term Tax Revenue, Attack the Housing Authority's Workforce Housing Opportunities Program**

After the Housing Authority executed the MOUs, local political figures fixated on the immediate tax revenue they would lose when market-rate properties converted to tax-exempt affordable housing complexes. The County responded by filing this lawsuit, alleging TOMA violations for each MOU and challenging compensation to the Housing Authority's former CEO. Yet while the County professes to champion the public interest, its lawsuit would strip Corpus Christi residents of desperately needed long-term affordable housing. Here, the County's true priority is transparent: preserving tax revenue from large apartment complexes at the expense of low- and moderate-income families who need stable, affordable homes.

To counter the County's empty rhetoric, Intervenor joined this lawsuit to defend the Housing Authority's MOUs and implementing agreements—agreements that comply with all legal requirements and will deliver affordable housing to those who need it most. Accordingly, Intervenor now move for partial summary judgment.

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<sup>33</sup> Ex. A (Declaration of William J. Bruggeman), at ¶ 12.

<sup>34</sup> Ex. A (Declaration of William J. Bruggeman), at ¶ 13.

### III. ARGUMENT

#### A. Adequacy of Notice Under TOMA Is an Issue of Law when, as Here, There Is No Dispute About the Content of the Notice

The County seeks to take advantage of TOMA's provision that "[a]n action by a governmental body in violation of this chapter is voidable." Tex. Gov't Code § 551.141. But because a violation renders a governmental action merely "voidable" – not "void" – there would be a host of factual and legal issues that would need to be decided if the notices were found to be inadequate. *See Housing Authority of City of Dallas v. Killingsworth*, 331 S.W.3d 806, 812 n.5 (Tex. App.—Dallas 2011, pet. denied) (TOMA violation does not necessarily invalidate action by governmental body). For example, the Court would have to adjudicate Intervenor's affirmative defenses, including equitable estoppel, mootness, and standing, and address any ratification of the MOUs.

The Court does not need to address those issues if the notices are adequate under TOMA. Under well-settled Texas law, if the facts of the content of a notice are undisputed, the adequacy of the notice under TOMA is a question of law. *Burks v. Yarbrough*, 157 S.W.3d 876, 883 (Tex. App.—Houston [14th Dist.] 2005, no pet.); *Weatherford v. City of San Marcos*, 157 S.W.3d 473, 486 (Tex. App.—Austin 2004, pet. denied); *Friends of Canyon Lake, Inc. v. Guadalupe-Blanco River Authority*, 96 S.W.3d 519, 529 (Tex. App.—Austin 2002, pet. denied); *City of San Angelo v. Texas Natural Resource Conservation Commission*, 92 S.W.3d 624, 629 (Tex. App.—Austin 2002, no pet.); *Guerra v. Rios*, 2025 WL 945566, at \*4 (Tex. App.—Corpus Christi-Edinburg, Mar. 28, 2025, pet. denied).

Here, the contents of the Housing Authority's notices are not at issue. All of the Housing Authority's agendas are publicly available on its website. The parties do not dispute the contents of the notice. Intervenor is entitled to judgment as a matter of law. TEX. R. CIV. P. 166a(c).

**B. The Housing Authority’s Notices Satisfy the Texas Open Meetings Act**

**1. TOMA Requires Notice of the Subject —Not Exacting Detail of All Issues**

The purpose of the Texas Open Meetings Act is “to enable public access to and to increase public knowledge of government decision making.” *City of San Antonio v. Fourth Court of Appeals*, 820 S.W.2d 762, 765 (Tex. 1991). TOMA is not “a legislative scheme for service of process; it has no due process implications.” *Id.*

TOMA requires that every meeting of a governmental body be open to the public. Tex. Gov’t Code Ann. § 551.002. To that end, TOMA requires “written notice of the date, hour, place, and subject of each meeting held.” Tex. Gov’t Code Ann. § 551.041. There is no dispute that the Housing Authority provided written notice of the date, hour, and place of each meeting held. The only dispute is whether the Housing Authority provided notice of the “subject” of each meeting.

TOMA’s requirement to provide notice of the “subject” of the meeting is a modest standard—a standard of which the Housing Authority was well aware when it prepared its meeting agendas—and was intended to make sure that the public received some basic notice. It was not intended to provide a basis to demand detailed agendas or to invalidate noticed actions for a lack of sufficient detail. In fact, in *City of San Antonio v. Fourth Court of Appeals*, the Texas Supreme Court cautioned that hyper-detailed, individualized impact notices would be “staggering” and “overwhelm readers.” 820 S.W.2d 762, 765 (Tex. 1991) (“Far from serving the purposes of the Act, this degree of specificity would so overwhelm readers that it would prove even less informative than the current one.”).

TOMA does not require a notice to provide “exacting detail of all issues to be decided.” *Burks v. Yarbrough*, 157 S.W.3d 876, 883 (Tex. App.—Houston [14th Dist.] 2005, no pet.). Instead, the subject of each meeting must notify the reader that “some action” will be considered

regarding the “topic for consideration.” *Id.*; *Guerra v. Rios*, 2025 WL 945566, at \*6 (Tex. App.—Corpus Christi-Edinburg, Mar. 28, 2025, pet. denied). The Texas Supreme Court has held that the subject of a notice need not “state all of the consequences which may necessarily flow from the consideration of the subject stated.” *Tex. Tpk. Auth. v. City of Fort Worth*, 554 S.W.2d 675, 676 (Tex. 1977). In short, notice is adequate if it “alert[s] a reader that a particular subject will be addressed.” *Burks*, 157 S.W.3d at 886. Likewise, non-substantive changes that effectuate the publicly adopted action at the open meeting do not violate TOMA. *See Dyer v. Texas Commission on Environmental Quality*, 646 S.W.3d 498, 510 (Tex. 2022).

## **2. The Housing Authority’s Notices Adequately Identified the Subject the Board Would Consider**

The Housing Authority satisfied TOMA’s notice requirements. The Housing Authority provided notice of the upcoming board meeting on its agendas, which it posted online ahead of each meeting.

These agendas alerted readers to the subject the Board would consider. Each agenda identified the subject—the Board’s consideration of a memorandum of understanding—and the specific counterparty or apartment complexes at issue. This informed readers that the Board would consider, and could take action on, the Housing Authority’s proposal to enter into MOUs partnering with those identified parties or properties. TOMA does not require a notice to list every term of the MOU or to “state all of the consequences which may necessarily flow from the consideration of the subject.” *See Tex. Tpk. Auth. v. City of Fort Worth*, 554 S.W.2d 675, 676 (Tex. 1977). Any reader interested in the named apartment complexes and the Housing Authority’s MOUs had sufficient notice that the Board would be considering action relating to them.<sup>35</sup> That is

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<sup>35</sup> For certain MOUs, the Housing Authority re-noticed, and the Board reconsidered, the MOUs under subsequent agendas that further itemized each topic and identified each property by name.

all that TOMA requires.

### **3. Case Law Demonstrates the Adequacy of the Housing Authority's Notices**

Because TOMA sets a modest notice threshold, the Housing Authority's notices readily satisfy the standard. The Housing Authority's notices are more specific than other notices that courts have deemed adequate under TOMA. Take, for example, *Charlie Thomas Ford, Inc. v. A.C. Collins Ford, Inc.*, 912 S.W.2d 271 (Tex. App.—Austin 1995, writ dismissed). There, the court considered the notice for a meeting of the Texas Motor Vehicle Commission at which the Commission denied a car dealer's application to move his dealership. The notice did not identify the car dealer, the dealership, or the licensing application at issue. Instead, the notice stated that the Commission would consider "Proposals for Decision and Other Actions – License and Other Cases." *Id.* at 274. The court rejected the car dealer's argument that the notice was inadequate because it "did not describe by name" the dealer's contested case. The court held that the notice was "sufficient as a matter of law to apprise the public that the purpose of the meeting including the Commission's consideration of proposals for decision in dealer-licensing cases." *Id.* Against this modest baseline, the Housing Authority's notices, which identify the MOUs and affected properties, are more descriptive than the notice deemed sufficient in *Charlie Thomas Ford*.

Courts sometimes deem notices inadequate when they list general topics rather than a specific topic for consideration. For example, in *Cox Enterprises, Inc. v. Board of Trustees of Austin Independent School District*, the Board's notices consisted of agenda items listing general terms like "Personnel," "Litigation," and "Real Estate Matters." 706 S.W.2d 956, 957 (Tex. 1986). The Texas Supreme Court held that these "generalized topics" failed to give adequate notice. The Court explained that notices should have "specifically disclose[d] the subject to be considered at

the upcoming meeting.” The term “Personnel” did not adequately disclose the selection of a new school superintendent, which is “not in the same category as ordinary personnel matters.” *Id.*

Measured against *Cox*, the Housing Authority’s notices are plainly adequate. Unlike the “generalized topics” in *Cox Enterprises*, the Housing Authority’s notices apprised readers of the subject to be addressed by specifically identifying the topic to be considered, the Housing Authority’s memoranda of understanding, and the specific counterparties or properties by name.

In practice, courts look to see if the notice identifies “some action” related to “the topic of consideration.” For example, in *Shields v. Delta Lake Irrigation District*, the District considered the future of a lease of District-owned property that allowed the lessee the right to sublease individual lots to third parties. 2006 WL 1280863, at \*1 (Tex. App.—Corpus Christi-Edinburg, May 11, 2006, pet. denied). After the lessee defaulted on rent, the District posted notice that its Board would “Consider and act on lease of south Bank of Reservoir No. 1 to Delta Lake Boatnickers, Inc., and future of the leased property.” *Id.* at 6. Although the notice did not identify what actions the District might take or what might happen to the leased property, the court held that the notice complied with TOMA because it informed readers (1) that the District would be “considering the future of the Agreement” and (2) “the location of the land affected by the Agreement.” *Id.* In short, the notice “provided readers with adequate information concerning the proposed governmental action.” *Id.* Likewise, the Housing Authority’s notices inform readers the Board would consider the MOUs and the specific properties related to the MOUs.

Texas courts interpreting TOMA have repeatedly found that notices, like the Housing Authority’s notices, that identify “some action” related to “the topic of consideration” are sufficiently adequate, even when there are undisclosed details.

- In *City of San Antonio v. Fourth Court of Appeals*, 820 S.W.2d 762 (Tex. 1991), the challenged notice stated that the City would consider “[a]n ordinance determining the

necessity for and authorizing the condemnation of certain property in County Blocks 4180, 4181, 4188, and 4297 in Southwest Bexar County for the construction of the Applewhite Water Supply Project.” The Texas Supreme Court upheld the notice even though it did not “describe the condemnation radius” or the “particular land to be condemned by that ordinance, in sufficient detail.” The Court explained that the “intended beneficiaries of [TOMA] are not individual citizens...but members of the interested public.” Therefore, “[i]f a ‘reader’ is given notice, the requirement of [TOMA] is satisfied and its purpose served.” There, property on those blocks had notice “of some risk” the land might be condemned.

- In *Save Our Springs Alliance, Inc. v. City of Dripping Springs*, 304 S.W.3d 871 (Tex. App.—Austin 2010, pet. denied), the challenged notice stated that the City would “Consider Approving a Development Agreement with Cypress-Hays, L.P., including adopting Ordinance No. 1280.1 Designating a District under Section 42.044 of the Texas Local Government Code.” The court upheld the notice even though the notice did not state (1) “the property locations”; (2) the “multiple variances from City ordinances” included in the Agreement; or (3) the “Agreements’ substantial impact” to thousands of homes, and central water and wastewater systems, commercial developments, and golf courses.
- In *Creedmoor Maha Water Supply Corp v. Barton Springs-Edwards Aquifer Conservation District*, 784 S.W.2d 79 (Tex. App.—Austin 1989, writ denied), the challenged notice stated that the Board would consider “Approval of City of Austin election agreement.” The court upheld the notice, explaining that the notice did not refer generally to an unidentified agreement, but one which pertained to the “City of Austin” and to an “election.” *Id.* at 87. The notice was adequate even though the notice did not inform readers that the agreement required “the District to reimburse the City for election expenses.” *Id.*
- In *Holloway v. Matagorda Cnty.*, 667 S.W.2d 324 (Tex. App.—Corpus Christi-Edinburg 1984), *aff’d*, 686 S.W. 2d 100 (Tex. 1985), the court upheld the County’s notice “authorizing purchase of land for use as Matagorda County Park” even though the notice did not indicate the condemnation of surface rights of four parcels of land.

These decisions confirm that TOMA requires notice of the topic that will be considered, precisely what the Housing Authority’s notices provide.

In a recent case, the Thirteenth Court of Appeals found that a notice concerning a matter of special public interest was adequate under TOMA. In *Guerra v. Rios*, the challenged notice stated that the City Commission would address “Consideration and possible action to approve Order Number 2024-0806-001, for the City of San Benito November 5, 2024, Charter Amendment Special Election.” 2025 WL945566, at \*6 (Tex. App.—Corpus Christi-Edinburg, Mar. 28, 2025,



pet. denied). Applying a heightened notice standard for matters of special public interest, the court upheld the notice because the notice (1) “advised the public that the City Commission would consider and potentially approve a specifically identified order, Order Number 2024-0806-001,” and (2) “provided the subject matter as regarding the City’s ‘November 5, 2024, Charter Amendment Special Election.’” *Id.* Although the election would involve five charter amendments addressing distinct topics, like a residency requirement for City Commission members and removal procedures for municipal judges, the court held that anyone “interested in amendments to the City Charter” had “more than sufficient notice” that the Commission might take some action relating to the Charter “by way of a special election.” *Id.* at 1, 6. The notice did not need to “provide specific details regarding each of the amendments” or “encompass the consequences” from action on the order and charter amendment. *Id.* at 6.

Taken together, well-established caselaw interpreting TOMA establishes adequacy of the Housing Authority’s notice as a matter of law.

#### **4. The Housing Authority Was Not Required to Provide Notice of Every Consequence**

Consistent with its use of TOMA to address its own financial concerns, the County’s Petition focuses on an allegation that the notices failed to inform the public of the “the financial impact to local taxing jurisdictions” of the MOUs.<sup>36</sup> But the County cannot point to case law holding that TOMA requires notice of the effect of a transaction on the tax base on other governmental entities. The County’s allegations are squarely inconsistent with Texas law.

The Texas Supreme Court has long held that TOMA requires a notice to state the “subject” of the meeting; it does not require a notice to “state all of the consequences which may necessarily

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<sup>36</sup> Ex. K (Nueces County’s Original Petition), at ¶¶ 13, 15.

flow from the consideration of the subject stated.” *Texas Turnpike Authority v. City of Fort Worth*, 554 S.W.2d 675, 676 (Tex. 1977).

The County’s demand that the agendas spell out the financial consequences from the MOUs is precisely the type of detailed disclosure that TOMA does not require. For example, in *Texas Turnpike Authority v. City of Fort Worth*, the Texas Supreme Court upheld the notice even though the notice did not disclose a significant policy consequence. There, the challenged notice stated that the Authority would consider a request to “determine feasibility of a bond issue to expand and enlarge the Dallas-Fort Worth Turnpike.” The Court expressly rejected the argument that “it was necessary” for the notice to state that this action would conflict with the Authority’s prior resolutions to make the Turnpike a free road, holding that such detail was unnecessary. *Id.*

Since *Texas Turnpike*, courts have consistently applied this principle. For example, in *Friends of Canyon Lake, Inc. v. Guadalupe-Blanco River Auth.*, 96 S.W.3d 519 (Tex. App.—Austin 2002, pet. denied), the challenged notice stated that the Authority would consider a “Water Purchase Contract among” specifically identified entities and an “Outline of Preliminary Agreement concerning joint participation in a treated water supply” for three counties. The court upheld the notice even though the notice did not disclose that the Authority would (1) “seek an Amendment of its Permit that would double the amount of water the [Authority] was entitled to take on an annual basis from Canyon Lake and Guadalupe River,” (2) “sell a portion of the water outside its ten-county area,” and (3) “require the construction of \$75,000,000 of improvements.” The court specifically held that the notice was sufficient even though the agenda description “might not inform the casual reader of the precise consequences.” *Id.* at 531.

In short, the Court should reject the County’s attempts to impose notice requirements that are inconsistent with Texas case law. The Housing Authority was not obligated to enumerate every

financial consequence of the MOUs. Because the Housing Authority's agendas adequately provide notice of the subject of the Board's meetings, the Housing Authority's notices satisfy TOMA.

#### IV. CONCLUSION AND PRAYER

For the reasons set forth above, Intervenor request that the Court grant partial summary judgment by finding that, as a matter of law, the Housing Authority provided notice of the subject of its meetings regarding the Memoranda of Understanding.

Dated: December 11, 2025

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing has been served in compliance with the Texas Rules of Civil Procedure on this 11<sup>th</sup> day of December, 2025, to the following counsel of record:

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Authority*

/s/ Johnny W. Carter  
Johnny W. Carter



5. **Exhibit C** is a true and correct copy of the July 31, 2024 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

6. **Exhibit D** is a true and correct copy of the August 28, 2024 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

7. **Exhibit E** is a true and correct copy of the October 30, 2024 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

8. **Exhibit F** is a true and correct copy of the November 6, 2024 Corpus Christi Housing Authority Public Notice of Special Board Meeting which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions,

and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

9. **Exhibit G** is a true and correct copy of the June 12, 2024 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

10. **Exhibit H** is a true and correct copy of the December 9, 2024 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

11. **Exhibit I** is a true and correct copy of the February 21, 2025 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

12. **Exhibit J** is a true and correct copy of the March 25, 2025 Corpus Christi Housing Authority Regular Board Meeting Agenda which sets out the office's activities. The Corpus Christi Housing Authority is a governmental body organized under Texas law. Its records and publications

are public records, maintained in the regular course of its public functions, and are publicly available by the Corpus Christi Housing Authority through its official website at <https://hacc.org/board-meeting-information/>. This Agenda was accessed on December 10, 2025.

13. **Exhibit K** is a true and correct copy of Plaintiff Nueces County, Texas' Original Petition for Relief Under the Texas Open Meetings Act, dated October 20, 2025.

14. **Exhibit L** is a true and correct copy of the Corpus Christi Housing Authority Board of Commissioner's Resolution related to CCHA Action Item No. 24-EO-49, The Icon Apartments. The Resolution bears the signature of the Chair of the Board of Commissioners of the Corpus Christi Housing Authority. The Resolution appears on its face to be an official act of the Corpus Christi Housing Authority and a record of a public office.

My name is Alexxa G. Leon, my date of birth is 08/27/1993, and my office address is 1000 Louisiana Street, Suite 5100, Houston, TX 77002 in the United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 11<sup>th</sup> day of December 2025.

  
Alexxa G. Leon



CAUSE NO. 2025DCV-4399-D

NUECES COUNTY, TEXAS,	§	IN THE DISTRICT COURT
<i>Plaintiff</i>	§	
V.	§	
CORPUS CHRISTI HOUSING	§	105 <sup>TH</sup> JUDICIAL DISTRICT
AUTHORITY,	§	
<i>Defendant</i>	§	
AND	§	
2921 AIRLINE PE, LLC, ET AL.	§	NUECES COUNTY, TEXAS
<i>Intervenor Defendants.</i>	§	
	§	

**APPENDIX OF SUMMARY-JUDGMENT EVIDENCE**

Intervenors file this appendix of evidence in support of its Traditional Motion for Partial Summary Judgment and incorporate the evidence in the Motion by reference.

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
Exhibit A	Declaration of William J. Bruggeman
Exhibit B	Corpus Christi Housing Authority Bylaws
Exhibit C	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated July 31, 2024
Exhibit D	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated August 28, 2024
Exhibit E	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated October 30, 2024
Exhibit F	Corpus Christi Housing Authority Public Notice of Special Board Meeting, dated November 6, 2024

Exhibit G	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated June 12, 2024
Exhibit H	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated December 9, 2024
Exhibit I	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated February 21, 2025
Exhibit J	Corpus Christi Housing Authority Regular Board Meeting Agenda, dated March 25, 2025
Exhibit K	Nueces County, Texas' Original Petition for Relief Under the Texas Open Meetings Act
Exhibit L	Corpus Christi Housing Authority Resolution related to CCHA Action Item No. 24-EO-49, The Icon Apartments.
Exhibit M	Memorandum of Understanding between 6901 Saratoga BLVD, LLC and the Corpus Christi Housing Authority related to The Icon Apartments.

# Exhibit A

NUECES COUNTY, TEXAS,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff</i>	§	
	§	
V.	§	
	§	
CORPUS CHRISTI HOUSING	§	105 <sup>TH</sup> JUDICIAL DISTRICT
AUTHORITY,	§	
	§	
<i>Defendant</i>	§	
	§	
AND	§	
	§	
2921 AIRLINE PE, LLC, ET AL.	§	NUECES COUNTY, TEXAS
	§	
<i>Intervenor Defendants.</i>	§	
	§	

**DECLARATION OF WILLIAM J. BRUGGEMAN IN SUPPORT OF  
INTERVENORS' TRADITIONAL MOTION FOR PARTIAL SUMMARY JUDGMENT**

1. My name is William J. Bruggeman. I am over the age of 21, and I am competent in all respects to make this declaration. The information contained in this declaration is true and correct and based my personal knowledge.

2. I am a real estate investor and property owner based in Texas. I attended the United States Military Academy at West Point. After graduating, I served as an infantry officer in the United States Army, including tours in Iraq and Afghanistan. I received a Purple Heart for my service.

3. I began investing in real estate when I was stationed in Fort Sam Houston, using my savings to purchase and renovate a small duplex. After completing my service, I dedicated my time and resources to acquiring and improving older apartment complexes, selling them, and reinvesting any proceeds. Over the years, I steadily grew my portfolio and now own and manage several apartment complexes in Texas.

4. In 2021 and 2022, my companies purchased apartment complexes in Corpus Christi. I chose to invest in Corpus Christi with a long-term view.

5. My companies owned five properties that now participate in the Corpus Christi Housing Authority's Workforce Housing Opportunities Program (the "Program"): Tuscany Bay Apartments, The Icon, Southlake Ranch Apartments, Ocean Palms Apartments, and The Villas of Ocean Drive (together, the "Properties").

6. In May 2024, I was contacted by Matt Avital on behalf of the Corpus Christi Housing Authority (the "Housing Authority"). I was informed that increasing access to affordable housing was an important policy objective for the Housing Authority. I was told that my Properties were strong candidates for the Housing Authority's Program because my Properties were well maintained and well located. Mr. Avital explained that properties partnering with the Housing Authority would commit to offering reduced rents for a 99-year term and would receive a property tax abatement.

7. I agreed that my companies should participate in the Program because this structure aligned with my intention for the companies to be long-term investors and operators of affordable housing in Corpus Christi. The Program would allow me to continue to improve and maintain quality properties in the service of affordable housing.

8. I had no involvement in preparing or posting the agendas that noticed the Memoranda of Understanding ("MOUs") or in seeking approval from Housing Authority's Board of Commissioners for the Housing Authority to enter into the MOUs.

9. My companies executed an MOU and related implementing agreements for each Property. The MOU describes the sale/lease-back transaction with the Housing Authority. The

MOU also describes the property tax exemption that makes it economically feasible to provide affordable housing.

10. **Exhibit M** is a true and correct copy of the Memorandum of Understanding between 6901 Saratoga BLVD, LLC and the Corpus Christi Housing Authority related to The Icon Apartments.

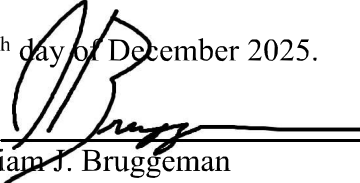
11. The implementing agreements included special warranty deeds, ground leases, company agreements, and regulatory agreements.

12. In reliance on the MOUs and these implementing agreements, my companies committed to operating the Properties as affordable housing projects for a 99-year term, forgoing redevelopment for other purposes. My companies conveyed the land on which the Properties are built to the Housing Authority. My companies entered into 99-year term ground leases, under which the Housing Authority leased the land back to my companies or their affiliates to operate the affordable housing projects. My companies negotiated for certain governance and financial rights under the company agreements. My companies made investments in the affordable housing project and incurred additional reporting obligations and expenses associated with the Properties' participation in the Program.

13. Under these agreements, each Property reserves fifty percent of its units for individuals earning 80% or less than the Area Median Income. Of those reserved units, ten percent are reserved for tenants earning 60% or less than the Area Median Income. The rent for these units is capped at 30% of the household's income.

My name is William J. Bruggeman, my date of birth is 12/15/1979, and my office address is 115 Kohlers Crossing, Suite 210, Kyle, Texas 78640 in the United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 11<sup>th</sup> day of December 2025.

  
\_\_\_\_\_  
William J. Bruggeman

# Exhibit B



# **CORPUS CHRISTI HOUSING AUTHORITY**

## **BY-LAWS**

### **ARTICLE I - THE AUTHORITY**

- SECTION 1. NAME OF THE AUTHORITY: The name of the Authority shall be the Housing Authority of the City of Corpus Christi.
- SECTION 2. ABOUT THE AUTHORITY: Pursuant to Chapter 392 of the Texas Local Government Code the Authority is for all purposes a unit of government and its functions are essential governmental functions.
- SECTION 3. NATURE OF BUSINESS CONDUCT: It shall be the Policy of the Authority that all business of the Authority shall be conducted in a professional, transparent, and legal manner. Specifically, all actions and activities shall be consistent with federal, state, and or local regulations.
- SECTION 4. SEAL OF THE AUTHORITY: The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.
- SECTION 5. OFFICE OF THE AUTHORITY: The offices of the Authority shall be at the Administrative Building, 3701 Ayers Street, Corpus Christi, Texas. Such other auxiliary offices and locations may be designated from time to time as needed.

### **ARTICLE II – BOARD OF COMMISSIONERS**

- SECTION 1. AUTHORITY: Pursuant to Chapter 392 of the Texas Local Government Code all powers of the Authority are vested in the Board of Commissioners.
- SECTION 2. BOARD OF COMMISSIONERS: The Authority shall be governed by a Board of five Commissioners. Each Commissioner is to be appointed by the Mayor to a two-year term. A Commissioner of the Authority may not be an officer or employee of the City. At least one Commissioner shall be a tenant of public housing over which the Authority has jurisdiction.

When a quorum of the Board is present the Authority may take action on a vote of a majority of the Commissioners present.

The Commission may delegate a power or duty to an agent or employee as it considers proper.

Commissioners may not receive compensation for service as a Commissioner but are entitled to receive reimbursement for the necessary expense, including traveling expenses, incurred in the discharge of duties as a Commissioner.

- SECTION 3. OFFICERS: The Board shall be comprised of the following officers: a Chairperson, a Vice-Chairperson, a Secretary and an Assistant Secretary. The Secretary and Assistant Secretary are not appointed Commissioners, but shall be non-voting officers, and are not included in determining a quorum.
- SECTION 4. CHAIRPERSON: The Chairperson shall preside at all meetings of the Authority. At each meeting, the Chairperson shall call the roll and note the presence or absence of the Commissioners, and conduct the meeting in accordance with the items on the agenda. The Chairperson shall submit such recommendations and information as the Chairperson may consider proper concerning the business affairs and policies of the Authority.
- SECTION 5. VICE-CHAIRPERSON: The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the event of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson for the remainder of the Chairperson's term or until such time as the Authority elects by majority vote of the remaining members, a new Chairperson.
- SECTION 6. SECRETARY: The Chief Executive Officer (CEO) shall serve as the Secretary. The duties of the Secretary shall be:
- a. to maintain the records of the Board of Commissioners;
  - b. to prepare the agendas and minutes of the Board of Commissioners proceedings;
  - c. to post all required notices;
  - d. to sign and attest to the accuracy and validity of the Board documents and actions;
  - e. to account for the Secretary's duties as the Board may require;
  - f. to perform duties incidental to the office or as may be assigned by the Board;
  - g. to perform such required duties as Secretary without compensation.

The Secretary shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized by the Authority. "Seal" shall be mean for all purposes a signature, and does not require that a metal or rubber seal also be affixed to bind the Authority.

- SECTION 7. ASSISTANT SECRETARY: The Assistant Secretary shall perform the duties as assigned by the Secretary, but shall not have, nor shall it be construed to have, the authority to perform the duties assigned to the Secretary by the Board. The assistant secretary shall be the legal counsel of the Authority.
- SECTION 8. ADDITIONAL DUTIES: The officers of the Board shall perform such other duties and functions as may, from time to time, be required by the Board, by these By-Laws, by the Rules and Regulations of the Authority, or as required by federal, state or local laws or regulations under which the Authority operates.
- SECTION 9. ELECTION OR APPOINTMENT: The Chairperson or Vice-Chairperson shall be elected at the annual meeting of the Board.
- SECTION 11. VACANCIES: Should the office of the Vice-Chairperson become vacant, the Board shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. It is the intent of the Board that the office of Vice-Chairperson not be vacant for more than a one-month period.

### **ARTICLE III - MEETINGS**

- SECTION 1. ANNUAL MEETING: The Annual Meeting of the Board shall be held during the month of April at a time, date and location to be designated by the Chairperson.
- SECTION 2. REGULAR MEETING: The regular meeting(s) of the Board shall be held on the date(s) determined by the Board at its annual meeting, normally the fourth Tuesday of each month.
- SECTION 3. SPECIAL MEETING: The Chairperson may, when deemed expedient or in case of emergency, call a Special Meeting. Upon the request of two Commissioners, the Chairperson shall call a Special Meeting. Special Meetings are called for the purpose of transacting business designated in the agenda.

SECTION 4. LOCATION: The location of the meeting shall be at the Authority's central office at 3701 Ayers Street, Corpus Christi, Texas 78415, or at such other location as the Board designates in its agenda.

SECTION 5. QUORUM: At all meetings of the Board, a majority of the Commissioners shall constitute a quorum for the purpose of transacting business. Non-voting Officers shall not be counted for the purpose of determining a quorum.

Commissioners may participate in Regular or Special Meeting via telephone or other electronic communication. Commissioners who participate via telephone or other election means shall be counted for the purposes of determining a quorum.

SECTION 6. ORDER OF BUSINESS: At a Regular Meeting of the Board the following shall normally consist of:

- a. Roll Call
- b. Approval of the Minutes of the previous meeting
- c. Open forum for public comment
- d. Consent Agenda
- e. Items for Consideration
- f. CEO's Report
- g. Chairperson Report / Comments
- h. Commissioner Comments
- i. Executive Session (as needed)
- j. Adjournment

All Resolutions of the Board shall be executed by the Chairperson or Vice-Chairperson, or, in the event neither is available, any Commissioner may sign in addition to the Secretary. The Secretary shall sign and attest the accuracy of Board documents,

SECTION 7. MINUTES: The Secretary shall record minutes of actions and decisions of the Board. The Secretary shall present draft minutes of each Board Meeting for the Board's consideration and approval at the following Regular meeting.

SECTION 8. MANNER OF VOTING: The voting on all questions coming before the Board shall be by voice unless the vote is not unanimous, in which event a roll call vote will be taken and the vote of each member indicated. For a roll call vote the yeas and nays may be entered upon the minutes of the meeting as a "majority", unless a member requests each member's vote be recorded individually.

- SECTION 9. EXPENSE OF MEETING: Reasonable expenses incurred in connection with the Annual, Regular and Special Meetings of the Board are authorized for payment by the Board.
- SECTION 10. AMENDMENTS TO THE BY-LAWS: The By-Laws of the Authority shall be amended only with the approval of at least four of the members of the Board. No such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all of the members of the Board.
- SECTION 11. RATIFICATION: Each year at its Annual Meeting, the Board shall review and ratify these Bylaws for their continued use.

#### **ARTICLE IV – DELEGATION OF AUTHORITY**

- SECTION 1. AUTHORITY: Pursuant to Chapter 392 of the Texas Local Government Code all powers of the Authority are vested to the Board of Commissioners. Further, Chapter 392 authorizes the Board of Commissioners to delegate any power or duty as the Board deems appropriate.
- SECTION 2. CHIEF EXECUTIVE OFFICER: The Chief Executive Officer (the "CEO") of the Authority shall have authority and responsibility over the administration and operation of all business affairs of the Authority and its affiliated entities, subject to the direction of the Board. The CEO shall at all times ensure Authority compliance with HUD and/or other federal, state, and local regulation.

Specific duties and responsibilities of the CEO include, but are not limited to:

- a. care and custody of all funds, including all receipts and expenditures of the Authority;
- b. deposit of funds in the name of the Authority;
- c. execution of all contracts and orders of the Authority;
- d. disbursement of all monies owed by the Authority;
- e. reporting of Authority operational and financial activity, conditions, and results to the Board at each meeting or as directed;

The CEO shall be designated as the Contracting Officer of the Authority and shall be authorized to execute contracts on behalf of the Authority and its affiliates and to designate others, in his absence, to act on behalf of the CEO, as needed.

The CEO may make routine purchases and expenditures up to the Federal Small Purchase Threshold as set by HUD and/or OMB (currently \$250,000.00) and may bind the Authority to act without specific Commission Resolution. The Board may authorize by Resolution, the CEO or other officer to execute documents on behalf of the Authority.

The CEO may, subject to budget authority, employ such employees, either permanent or temporary, as he considers necessary and shall determine the qualifications, duties, and compensation of the persons employed.

The CEO may not enter into contracts for the sale or purchase of Real Property without specific Commission Resolution so authorizing.

#### **ARTICLE V - AFFILIATES AND SUBSIDIARIES**

SECTION 1. CREATION OF LEGAL ENTITIES: Affiliates, subsidiaries and other legal entities of the Authority may be created, dissolved or disbanded by the Authority by Resolution of the Board, as the Board deems. All operating documents of the appropriate entities shall expressly require that upon dissolution, the assets of said entity will be distributed as required by the Internal Revenue Code for Section 501(c)(3) tax-exempt charitable entities.

SECTION 2. AUTHORITY APPROVAL OF ACTIONS OF OTHER ENTITIES: Through its Board Meetings, the Authority Board shall act on behalf of its affiliates and other legal entities without the necessity of a separate Board Meeting or distinct Resolution of such affiliate or other legal entity.

The Secretary shall be authorized to attest to the validity and accuracy of any Board Action on behalf of an affiliate or to make and execute other certificates or resolutions as evidence of Board Action.

#### **ARTICLE VI – APPROVAL**

These Bylaws Approved this 27<sup>th</sup> day of April, 2022 per Resolution 22-EO-04-960.

  
Cathy Mehne, Chair

  
Gary Allsup, Secretary

# Exhibit C

**BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
July 31, 2024  
11:30 a.m.**

**AGENDA**

**CALL TO ORDER**

Roll Call

**EXECUTIVE SESSION** (Scheduled 11:30a.m. - 12:30 p.m)

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)

**MINUTES**

Regular Board Meeting June 12, 2024

**PUBLIC COMMENTS**

**CONSENT AGENDA**

Write Offs: Tax Credit & BBG Properties for May & June

**ITEMS FOR CONSIDERATION**

- Action Item No. 24-HCV-22: Consider Approval Amendments to Housing Choice Voucher Program Administrative Plan
- Action Item No. 24-FIN-23: Consider Approval of Organizational Restructure/Realignment
- Action Item No. 24-EO-24: Consider Approval of Bahia Properties, DBA, Coastal Housing Partners Bylaws
- Action Item No. 24-FIN-25: Consider Approval of Contractual Agreement for Road and Concrete Work Planned Unit Development at the corner of Aztec and Osage
- Action Item No. 24-FIN-26: Consider Approval of Contractual Agreement for the La Armada II HVAC Retrofit Upgrades
- Action Item No. 24-EO-27: Consider Approval of Memorandum of Understanding – Cameron County Housing Finance Corporation
- Action Item No. 24-EO-28: Consider Approval of Memorandum of Understanding Brixton Sawgrass, LLC et. Al
- Action Item No. 24-EO-29: Consider Approval of Memorandum of Understanding Brixton Everhart, TIC et. Al
- Action Item No. 24-EO-30: Consider Approval of Memorandum of Understanding 6533 Patti, LP
- Action Item No. 24-EO-31: Consider Approval of Memorandum of Understanding 802 Barry 3 LLC

**COMMENTS / REPORTS**

- Financial Report
- Chief Executive Officer Report
- Chair/Board Comments

**UPCOMING MEETINGS**

August 27, 2024

**ADJOURNMENT**



# Exhibit D

**BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
August 28, 2024  
11:30 a.m.**

**AGENDA**

**CALL TO ORDER**

Roll Call

**EXECUTIVE SESSION** (Scheduled 11:30a.m. - 12:30 p.m)

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)

**MINUTES**

Regular Board Meeting July 31, 2024

**PUBLIC COMMENTS**

**CONSENT AGENDA**

Write Offs: Tax Credit & BBG Properties

**ITEMS FOR CONSIDERATION**

- Action Item No. 24-HCV-32: Consider Approval of Amendment to Housing Choice Voucher Program Administrative Plan
- Action Item No. 24-HR-33: Consider Approval of Addendum to 2024 CCHA Personnel Policy – Sick Leave
- Action Item No. 24-AS-34: Consider Approval of Renewal of Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool
- Action Item No. 24-FIN-35: Consider Acceptance of 2023 CCHA Audit Fiscal Year Ended 09/30/2023
- Action Item No. 24-EO-36: Consider Approval of Memorandum of Understanding – TX Azure Apartments 1, LLC
- Action Item No. 24-EO-37: Consider Approval of Memorandum of Understanding – PRE Baypoint, LLC

**COMMENTS / REPORTS**

- Financial Report
- Chief Executive Officer Report
- Chair/Board Comments

**UPCOMING MEETINGS**

September 18<sup>th</sup> or 24<sup>th</sup>

**ADJOURNMENT**

# Exhibit E

**BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
October 30, 2024  
11:30 a.m.**

**AGENDA**

**CALL TO ORDER**

Roll Call

**EXECUTIVE SESSION** (Scheduled 11:30a.m. - 12:30 p.m)

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)

**MINUTES**

Regular Board Meeting August 28, 2024

**PUBLIC COMMENTS**

**CONSENT AGENDA**

Write Offs: Tax Credit & BBG Properties

**ITEMS FOR CONSIDERATION**

Action Item No. 24-HCV-38:	Consider Approval of CLEAR Program
Action Item No. 24-EO-39:	Consider Memorandum of Understanding – Churchill Square Apartments
Action Item No. 24-EO-40:	Consider Memorandum of Understanding – Caspian Apartments
Action Item No. 24-FIN-41:	Consider Ratifying Purchase of Real Property
Action Item No. 24-FIN-42:	Consider Ratifying Purchase of HVAC Equipment
Action Item No. 24-FIN-43:	Consider Approval of CCHA & CHP 2024-2025 Budget
Action Item No. 24-FIN-44:	Consider Ratifying Installation of HVAC Equipment – CC Breeze Heating
Action Item No. 24-FIN-45:	Consider Approval Installation of HVAC Equipment – J.A.G. Heating & Cooling
Action Item No. 24-FIN-46:	Consider Approval Installation of HVAC Equipment – 681 Contactors, LLC

**COMMENTS / REPORTS**

- Financial Report
- Chief Executive Officer Report
- Chair/Board Comments

**UPCOMING MEETINGS**

December Retreat

**ADJOURNMENT**

# Exhibit F



## TO THE COMMISSIONERS OF THE CORPUS CHRISTI HOUSING AUTHORITY PUBLIC NOTICE

### TAKE NOTICE THAT THE SPECIAL BOARD MEETING OF THE

Commissioners of the Corpus Christi Housing Authority will be held at the Corpus Christi Housing Authority located at 3701 Ayers Street, Corpus Christi, Texas, 78415 commencing on Wednesday, November 6, 2024 at 10:00 a.m.

#### Action Items:

- Action Item No. 24-EO-47: Consider Memorandum of Understanding – South Lake Ranch
- Action Item No. 24-EO-48: Consider Memorandum of Understanding – Villas of Ocean Drive
- Action Item No. 24-EO-49: Consider Memorandum of Understanding – The Icon
- Action Item No. 24-EO-50: Consider Memorandum of Understanding – Tuscany Bay South

DATED: November 1, 2024

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Gary Allsup, Secretary



# ***CORPUS CHRISTI HOUSING AUTHORITY***

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# Exhibit G



BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
June 12, 2024  
11:30 a.m.

**AGENDA**

**CALL TO ORDER**

Roll Call

**EXECUTIVE SESSION** (Scheduled 11:30a.m. - 12:30 p.m)

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)

**MINUTES**

Annual Board Meeting of April 24, 2024

**PUBLIC COMMENTS**

**CONSENT AGENDA**

Write Offs: Tax Credit & BBG Properties for April

**ITEMS FOR CONSIDERATION**

- |                          |   |
|--------------------------|---|
| Action Item No. 24-EO-20 | Consider Memorandum of Understanding                                  |
| Action Item No. 24-EO-21 | Consider Approval of Corpus Christi Housing Authority Annual PHA Plan |

**COMMENTS / REPORTS**

- Financial Report
- Chief Executive Officer Report
- Chair/Board Comments

**UPCOMING MEETINGS**

July 24, 2024

**ADJOURNMENT**

# Exhibit H

BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
December 9, 2024  
2:00 p.m.  
  
**AGENDA**

**CALL TO ORDER**

Roll Call

**EXECUTIVE SESSION**

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)

**PUBLIC COMMENTS**

**CONSENT AGENDA**

Write Offs: Tax Credit & BBG Properties

**ITEMS FOR CONSIDERATION**

**Restatement**

Action Item No. 24-EO-51: Consider Resolution for MOU - Arts at Ocean Drive

Action Item No. 24-EO-52: Consider Resolution for MOU - Azure

Action Item No. 24-EO-53: Consider Resolution for MOU - Churchill Square

**New**

Action Item No. 24-EO-54: Consider Resolution for MOU- GWR Armon Bay

Action Item No. 24-EO-55: Consider Resolution for MOU- Breakers

Action Item No. 24-EO-56: Consider Resolution for MOU- Sandcastle

Action Item No. 24-EO-57: Consider Resolution for MOU – The Summit

Action Item No. 24-EO-58: Consider Resolution for MOU – The Veranda

Action Item No. 24-EO-59: Consider Resolution for MOU – Bay Vista

Action Item No. 24-EO-60: Consider Resolution for MOU – Bay Vista Pointe

Action Item No. 24-EO-61: 2025 BOC Meeting Dates

**COMMENTS / REPORTS**

- Financial Report (Included in Packet)
- Chief Executive Officer Report
- Chair/Board Comments

**ADJOURNMENT**

# Exhibit I

BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
February 21, 2025  
3:00 p.m.

AGENDA

CALL TO ORDER

Roll Call

EXECUTIVE SESSION

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)

PUBLIC COMMENTS

ITEMS FOR CONSIDERATION

Action Item No. 25-EO-03: Consider Resolution for MOU – Shadow Bend

Action Item No. 25-EO-04: Consider Resolution for MOU – Ocean Palms Apartments

COMMENTS / REPORTS

- Housing Choice Voucher Presentation
- Chief Executive Officer Report
- Chair/Board Comments

ADJOURNMENT

# Exhibit J

BOARD OF COMMISSIONERS  
CORPUS CHRISTI HOUSING AUTHORITY  
REGULAR BOARD MEETING  
March 25, 2025  
11:30 p.m.

**AGENDA**

**CALL TO ORDER**

Roll Call

**EXECUTIVE SESSION**

- a. Legal Matters (Texas Government Code Ann. Section 551.071) (Vernon 1994)
- b. Deliberations about Real Property (Texas Government Code Ann. Section 551.072)
- c. Personnel Matters (Texas Government Code Ann. Section 551.074)
  - Including Annual CEO Performance Evaluation

**MINUTES**

Regular Meeting of January 22, 2025

Regular Meeting of February 21, 2025

**PUBLIC COMMENTS**

**CONSENT AGENDA**

Write Offs: Tax Credit & BBG Properties – January & February 2025

**ITEMS FOR CONSIDERATION**

Action Item No. 25-EO-05: Consider Resolution for MOU – Stoneleigh Apartment

Action Item No. 25-AS-06: Consider Approval of Contractual Agreement for Construction  
Of CHP Administrative Building & Warehouse

**COMMENTS / REPORTS**

- Financials
- Chief Executive Officer Report
- Chair/Board Comments

**UPCOMING MEETING**

April 23, 2025

**ADJOURNMENT**

# Exhibit K



CAUSE NO. 2025DCV-4399-D

NUECES COUNTY, TEXAS,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
V.	§	
	§	OF NUECES COUNTY, TEXAS
CORPUS CHRISTI HOUSING	§	
AUTHORITY	§	
	§	
Defendant.	§	_____ JUDICIAL DISTRICT

**NUECES COUNTY, TEXAS' ORIGINAL PETITION FOR RELIEF UNDER THE  
TEXAS OPEN MEETINGS ACT**

TO THE HONORABLE COURT:

COMES NOW Nueces County, Texas (hereafter “Nueces County” or “Plaintiff”), and files this its Original Petition for Relief Under the Texas Open Meetings Act against the Corpus Christi Housing Authority (hereafter “CCHA” or “Defendant”). In support, Plaintiff would respectfully show the Court as follows:

**I. Introduction and Summary**

1. The Texas Legislature passed the Texas Housing Authorities Law Act (“Act”) to facilitate the provision of affordable housing at the local level. The Act creates a housing authority in each municipality in the State, which is activated by municipal resolution declaring the need for the housing authority within the municipality. To facilitate the local government’s development of affordable housing, the Act provides that the housing authority and the authority’s property are exempt from all taxes and special assessments of a municipality, a county, another political subdivision, or the state. Applied as intended, the underlying policy and effect of the Act is a sound

one—acting as an arm of government, the local housing authority can own and operate affordable housing for the public good.

2. But for every statute that creates a tax benefit to further the public good, there are invariably bad actors waiting to exploit these well-intentioned benefits for improper private gain. That is the case with the Act, where private investors purport to convey apartment complexes and other multifamily housing developments to the housing authority and then have the authority lease them back to the private developer to operate. Upon information and belief, these private interests continue to lease these properties not as affordable housing, but at or above market rates with some operating as luxury apartments. These private operators then apply to remove the property from the tax appraisal rolls of the local *in situ* jurisdiction in exchange for payment of a portion the exempted property taxes that were properly due to the local taxing entities. In this manner, private investors are able to realize the economic benefits of tax-free operation at the expense of local jurisdictions that rely on that tax revenue to fund essential public services for their residents.

3. Sadly, under a former board of directors and chief executive officer, the CCHA entered into a series of Memoranda of Understanding effecting just this type of tax exemption scheme—benefitting private investment interests at the expense of the local tax base. Adding insult to injury, the former board approved a compensation package for its former director—a public service position—that would be the envy of any corporate CEO. Under Texas law, each of these transactions should have been subject to public scrutiny and input. After all, the CCHA is a public entity subject to the Texas Open Meetings Act (“TOMA”), which explicitly requires such actions to be taken at a public meeting, with advanced notice to the public in sufficient detail to apprise members of the public of the specific actions to be considered and ultimately taken. But despite the fact that the CCHA’s actions involved areas of heightened public interest—tax free treatment

for private interests and lavish compensation packages for a public employee—the CCHA took each of these actions based on generic notices and meeting agenda items that would in no way inform the public of the actions being considered, much less the significant financial implications of its actions.

4. While this approach appears to have achieved its intended effect of avoiding public scrutiny into the discriminatory tax treatment provided to private developers relative to other property owners, it was also a clear violation of TOMA. As a result, each of the actions taken without proper notice are voidable as a matter of law. And while the newly comprised board of directors of CCHA has taken laudable and meaningful strides by changing course and not entering into any additional MOUs creating tax-exemptions for private developers, the previously-adopted agreements remain in effect. Accordingly, the County now brings this action to void and reverse those prior actions, including the compensation agreement for CCHA’s former chief executive officer, which were invalidly adopted in violation of state law.

#### **1. Discovery Control Plan**

5. Pursuant to Rule 190.4 of the Texas Rules of Civil Procedure, Nueces County intends that discovery be conducted under Level 3.

#### **2. Jurisdiction and Parties**

6. This Court has jurisdiction over this matter pursuant to Texas Government Code Chapter 551, also known as the Texas Open Meetings Act (or the “Act” or “TOMA”). TOMA provides a waiver of sovereign immunity, allowing a public entity, such as Nueces County, to seek judicial relief invalidating any action of TOMA that was taken by CCHA in violation of the Act. TEX. GOV’T CODE § 551.141.

7. Pursuant to Texas Rule of Civil Procedure 47, Plaintiff pleads that it seeks only non-monetary relief.

8. Plaintiff in this action is Nueces County, a political subdivision of the State of Texas.

9. Defendant in this action is Corpus Christi Housing Authority. Defendant may be served with process by delivering citation and petition to Chairperson of its Board of Commissioners, Cathy Mehne, 3701 Ayers St., Corpus Christi, TX 78415, or wherever she may be found.

## **II. Factual and Procedural Background**

10. Over the course of a year or more, the former board of the CCHA was drawn into a scheme to convey tax-exempt status on private investors through an elaborate set of transactions and agreements with the private entities wherein CCHA would nominally acquire ownership of the complexes in order to obtain a tax exemption from the property taxes that would otherwise be owed to local taxing entities such as Nueces County. The structure of these transactions was ostensibly a public/private partnership in which a private developer acquired land for development or an existing multifamily project, and conveyed it to CCHA, which then leased it back to the private entity or its subsidiary. The CCHA would then receive fees paid by the developer or project owner and a portion of cash flow generated by the project. The common feature of this structure is the ability for the private entity to operate and receive the revenues from the development with a 100% exemption from local and state taxation.

11. The apartment complexes that were part of this scheme are located within the City of Corpus Christi and within Nueces County. The names of these complexes are: Armon Bay, Azure, Churchill Square, Ocean Palms Apartments, Sandcastle, Sawgrass, South Lake Ranch,

Stoneleigh Apartment, The Icon, The Summit, The Veranda, Tuscan Bay South, Villas of Ocean Drive, Arts at Ocean Drive, Caspian Apartments, Gulf Breeze, Shadow Bend, Bay Vista, Bay Vista Pointe, Baypoint, and Solana Vista (Herein after referred to as “Apartment Complexes”). Together, these complexes total approximately \$350 million in taxable value that, pursuant to the scheme, would be removed from the property tax rolls of Nueces County and the other political subdivisions within Nueces County.

12. Upon information and belief, the properties made the subject of this scheme were previously constructed and occupied by tenants long before they were conveyed to the CCHA. In this way, the CCHA and its private interest partners line their pockets at the expense of the local taxing authorities, without adding a single new unit of affordable housing to benefit the local community.

13. Despite CCHA’s status as public entity subject to TOMA, the transactions regarding the Apartment Complexes were shrouded in secrecy. The extent, and financial impact to local taxing jurisdictions, of this scheme was not revealed to the public, including local elected officials, until well after the fact. The agenda notices for these transactions failed to adequately inform the public that some action would be considered regarding the purchase of real estate related to the Apartment Complexes, let alone that these were contemplated as tax-free transactions that would harm the local tax base. Consequently, the CCHA approvals of the purchases of real estate for the housing projects related to the Apartment Complexes are voidable under the Texas Open Meetings Act.

14. After, or as part of, entering into a memorandum of understanding with the owners of the Apartment Complexes, CCHA would then enter into a ground lease, regulatory agreement, and an operating agreement. The ground leases guarantee the private company the exclusive right

to purchase the land for the Apartment Complexes, therefore, granting “equitable title” to the private owner. As a result, the Apartment Complexes claimed a tax exemption under Texas Local Government Code § 392.005.

15. The agenda items for these transactions were vague and failed to give notice to the public that CCHA, for each Apartment Complex, was entering into a transaction to nominally acquire the Apartment Complexes for the purposes of obtaining a property tax exemption. *See* Exhibit A. For most if not all of these agenda items, the agenda merely contained a vague, uninformative, and cryptic description such as “Action Item No. 24-EO-20 Consider Memorandum of Understanding” or “Consider Action Item No. 24-EO-28 Consider Approval of Memorandum of Understanding Brixton Sawgrass, LLC et Al.” These agenda postings gave no notice that CCHA would consider and possibly approve the acquisition of an existing apartment complex for the purpose of granting private entities a tax exemption and removing the properties from the tax rolls of Nueces County and other local taxing authorities.

16. Further, on April 4, 2024, CCHA entered into an employment agreement with its now-former CEO, Gary Allsup. This Agreement paid Allsup a base salary of Four Hundred Thousand One Hundred Seventeen Dollars (\$459,117) effective April 1, 2024, as well an “Incentive Bonus” of another One Hundred Eighty-One Thousand Five Hundred Sixty-Eight dollars (\$181,568), and other benefits, including a car allowance, health and dental insurance, and additional paid vacation time not provided to other CCHA employees. Incredibly, although Allsup’s employment agreement provided for annual evaluations of Allsup’s performance and compensation, it provided that *Allsup* would develop the tool used in evaluating his own performance. Further, in the event of Allsup’s termination for cause, the Agreement purports to guarantee him a golden parachute of six months’ (i.e., over \$300,000) salary and benefits, and in

the event he was terminated for grounds not characterized as “for cause,” the agreement purports to guarantee Allsup full payment of salary and benefit *for five years*.

17. The following year, on March 28, 2025, Allsup’s compensation was increased to a base salary of Five Hundred and Twenty-Eight Thousand and seventy-four dollars (\$528,074) and an annual incentive bonus of an additional Two Hundred and Fifty-Seven Thousand Seven Hundred and Forty-Two dollars (\$257,742), for total annual compensation of almost \$800,000, exclusive of other benefits. News sources reported that, under this arrangement, Allsup was paid more than double the compensation of the housing authority CEO for the City of Houston, despite Corpus Christi ranking 63rd nationally in population compared to Houston’s 4th place ranking.

18. Given the rich compensation package and financial incentives to engage in further structuring of tax-exempt transactions for the benefit of private entities, Allsup’s agreement was a matter of special interest to members of the public—particularly taxpayers within the CCHA’s jurisdiction. Yet, the agenda language for both the March 20, 2024 and March 25, 2025 meetings at which the CCHA approved the adoption and/or renewals of Allsup’s employment contract contained only the broad, vague description of “Consider Renewal of President and Chief Executive Officer Contract.” These descriptions did not give the public adequate notice of the substance of the agenda item or the action that would occur during that meeting, specifically that the CCHA might take action to approve the contract at the meeting.

19. Indeed, although other items on these agendas specifically state that the Board would “consider approval” of the item, the agenda language for Allsup’s employment contract conspicuously lacked that language and did not provide notice that the Board would take action to approve Allsup’s employment contract at the times it did so. Consequently, the actions of the prior Board in voting to approve the negotiation and execution of Allsup’s employment agreement, or

the amendments thereof, were taken in violation of TOMA and amount to a void and/or voidable action.

### **III. Count 1 – Texas Open Meetings Act Suit for Mandamus/Injunctive Relief**

20. The allegations in paragraphs 1 through 19 are incorporated herein by reference.

21. Pursuant to Section 551.002 of the Texas Government Code, every regular, special, or called meeting of CCHA must be open to the public, and CCHA must provide the required notice so that the public may attend and participate.

22. Further, Section 551.041 of the Act requires CCHA to give written notice of the date, hour, place, and subject of each meeting held by CCHA's Board of Commissioners.

23. The notice must be sufficient to apprise the general public of the subjects to be considered during the meeting. Agenda items with a heightened public interest require additional notice detail. Although the Act contains certain exemptions, none apply in this case.

24. The Defendant's attempted removal of \$350 million in taxable value from the Nueces County tax rolls is an item of heightened public interest requiring additional notice detail. As are the Defendant's actions at the March 20, 2024 and March 25, 2025 meetings during which the CCHA approved the adoption and/or renewals of former CEO Allsup's employment contract. The transactions entered into by CCHA, when brought to light after they had been consummated, drew extensive media attention, and resulted in the City of Corpus Christi replacing the majority of CCHA's Board of Commissioners, and the reconstituted board terminating the employment of its former CEO who oversaw these transactions.

25. Tex. Gov. Code § 551.141 provides that an "action taken by a governmental body in violation of this chapter is voidable." Further, section 551.142 provides that an "interested



person” may “bring an action by mandamus or injunction to stop, prevent, or reverse a violation or threatened violation of this chapter by members of a governmental body.

26. Plaintiff asserts that CCHA violated TOMA by authorizing the memoranda of understanding and other transactions related to its purported acquisition of the Apartment Complexes pursuant to agenda listings that were intentionally vague and denied Plaintiff of notice of the actual subject matter of those agenda items.

27. Plaintiff further asserts that, CCHA violated TOMA by entering into the 2024 contract and the 2025 renewal agreement with its former CEO Allsup pursuant to agenda listings that were intentionally vague and denied Plaintiff of notice of the actual subject matter of those agenda items.

28. Nueces County is entitled to the recovery of its attorneys’ fees pursuant to Section 551.142 of the Act and Texas Rule of Civil Procedure 131.

### **PRAYER**

WHEREFORE, PREMISES CONSIDERED, Nueces County respectfully prays that Defendant the Corpus Christi Housing Authority be cited to answer and appear herein, upon trial of the same, issue an injunction voiding and reversing the unlawful actions complained of herein and compelling compliance with Texas Open Meetings Act 551.041, award Plaintiff its attorney’s fees and recoverable court costs, and award Plaintiff all such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled.

Dated: October 20, 2025.

Respectfully submitted,

BICKERSTAFF HEATH DELGADO ACOSTA, LLP  
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Austin, Texas 78746  
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**ATTORNEYS FOR PLAINTIFF, NUECES COUNTY, TEXAS**

### Automated Certificate of eService

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Jeffrey Moore on behalf of Gunnar Seaquist

Bar No. 24043358

jmoore@bickerstaff.com

Envelope ID: 107059159

Filing Code Description: Petition

Filing Description: Nueces County, Texas' Original Petition For Relief Under The Texas Open Meetings Act

Status as of 10/21/2025 9:54 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Gunnar Seaquist		gseaquist@bickerstaff.com	10/20/2025 3:53:10 PM	SENT
Jeffrey Moore		jmoore@bickerstaff.com	10/20/2025 3:53:10 PM	SENT
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Joshua Katz		jkatz@bickerstaff.com	10/20/2025 3:53:10 PM	SENT

# Exhibit L

## RESOLUTIONS OF CORPUS CHRISTI HOUSING AUTHORITY

**RESOLVED**, that the Board of Commissioners of the Corpus Christi Housing Authority (“CCHA”) hereby authorizes and directs **GARY ALLSUP**, its Chief Executive Officer (“CEO”), to negotiate and enter into a Memorandum of Understanding with the Leuven Group, LLC, and thereafter carry out and perform the terms and conditions of such Memorandum, including organizing an entity owned by CCHA (the “**CCHA Sub Entity**”) for the purpose of developing and financing a mixed income, multi-family development in Corpus Christi, Texas, the “Corpus Christi Project”, same being the multifamily project known as The Icon at Corpus Christi located at **6901 Saratoga Blvd., Corpus Christi, Texas 78414**, through 6901 Saratoga Blvd, LLC, a Delaware limited liability company (the “**Icon Borrower Entity**”), the Managing Member of which is **Icon-CCHA, LLC**, a Delaware limited liability company, being a CCHA-Sub Entity owned by CCHA.

**RESOLVED FURTHER**, that CCHA shall own the Corpus Christi Project subject to a 99 year ground lease between CCHA, as Landlord, and the **Icon Borrower Entity**, as Tenant.

**RESOLVED FURTHER**, that **Icon-CCHA, LLC**, as Managing Member of the **Icon Borrower Entity**, shall execute and deliver all documents and instruments and perform all acts necessary or reasonably requested to obtain funding of a refinance of the existing financing for the Corpus Christi Project.

**RESOLVED FURTHER**, that CCHA and **Icon-CCHA, LLC**, shall execute and deliver all documents and instruments and perform all acts necessary or reasonably requested to obtain, and retain indefinitely, a tax exempt status for ad valorem taxes for the Corpus Christi Project.

**RESOLVED FURTHER**, that the Board authorizes and directs **GARY ALLSUP**, acting in his capacity as CEO and Secretary of CCHA, to execute and deliver all documents and instruments, and to perform all acts necessary, or reasonably requested, to carry out the instructions, terms and authorization of the foregoing Resolutions, pursuant to all applicable local, state and federal laws.

  
\_\_\_\_\_  
**CATHY MEHNE, Chair**  
**CCHA Board of Commissioners**

  
\_\_\_\_\_  
**GARY ALLSUP, Secretary**  
**CCHA Board of Commissioners**

# Exhibit M

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CORPUS CHRISTI HOUSING AUTHORITY**  
**AND**  
**6901 SARATOGA BLVD, LLC**  
**"ICON AT CORPUS CHRISTI"**

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**") is between CORPUS CHRISTI HOUSING AUTHORITY (the "**Agency**"), a public housing authority organized under Chapter 392 of the Texas Local Government Code, and 6901 SARATOGA BLVD, LLC ("**Owner**"), a Delaware limited liability company, and is dated and effective as of May 22, 2024.

Owner is an owner of low and moderate income housing in the State of Texas. Agency is a public, nonprofit housing authority whose mission is to provide safe, decent and sanitary housing for persons of low and moderate income. Owner and Agency hereby agree to work cooperatively to finance an approximately 304-unit multifamily housing community to be located at 6901 Saratoga, in the City of Corpus Christi, Texas (the "**Project**"), in accordance with the terms of this MOU. The Project will be a mixed-income multifamily rental housing project with the rent schedule set forth herein.

In order to accomplish this purpose, the parties agree as follows:

**AGREEMENTS**

**A. OWNERSHIP STRUCTURE**

1. Owner (or its affiliate) will form a limited liability company (the "**Company**") for the purpose of owning the Project. A single-purpose entity that is wholly-owned by Agency will be admitted into the Company at Closing (as hereinafter defined) as the sole Managing Member ("**Managing Member**").

2. Owner may designate an affiliate to serve as a special limited member of the Company ("**Special Limited Member**"), with certain oversight and approval rights. Any such rights must be agreed to by Agency and may not, in the opinion of Agency's counsel, result in Special Limited Member being deemed a Managing Member for exercising its rights under the Company Agreement (as hereinafter defined).

3. The duties of Managing Member and Special Limited Member shall be set forth in a limited liability company agreement (the "**Company Agreement**") to be entered into among Managing Member, Special Limited Member, and an equity investor comprised of investors



selected by Owner (or its affiliate) as the investor member (the "*Investor Member*"). The Company Agreement will contain such usual and customary terms for limited liability companies formed for the financing, ownership, management, leasing and sale of the Project, including, without limitation, provisions for limitation on transfer of member interests as mutually agreed upon by Managing Member, Special Limited Member and Investor Member. The Company Agreement shall further contain terms providing for the delivery of periodic financial and other reports as may be reasonably required by the Agency or its affiliates.

The Managing Member's execution of the Company Agreement shall be subject to the following terms:

- (i) The Managing Member's representations shall be limited to those within Managing Member's actual knowledge and in no case shall due inquiry be required, it being understood and agreed that Managing Member will not be looked upon by Special Limited Member or the Investor Member to conduct Project-related diligence, and any such diligence conducted by Agency is solely for its own benefit.
- (ii) The Managing Member shall be indemnified by Special Limited Member, the Owner, and Company for any actual damages and/or actual liabilities in connection with or arising out of any default or material breach by the Owner or any of its or their respective affiliates thereof under the Company Agreement, except for liabilities incurred as a result of the direct acts, actions, or omissions of Managing Member and/or as a result of Managing Member's gross negligence or willful misconduct and in no event shall such indemnification be contingent upon a ruling of a court of law, all as shall be more specifically set forth in the Company Agreement;
- (iii) Agency shall be indemnified by Company, Special Limited Member, and the Owner for any actual damages and/or actual liabilities incurred in connection with the Project arising out of any default or material breach by the Owner or any of its or their respective affiliates thereof, except for liabilities incurred as a result of the direct acts, actions, or omissions of Agency and/or as a result of the gross negligence or willful misconduct of Agency, as applicable, and in no event shall such indemnification be contingent upon a ruling of a court of law, all as shall be more specifically set forth in the Company Agreement.
- (iv) Reserved.
- (v) The Managing Member shall not be required to covenant to undertake actions or obligations that Special Limited Member will be required to take under the Company Agreement.
- (vi) The Company Agreement shall contain a provision wherein Special Limited Member and Investor Member acknowledge that the obligations of Managing Member under the Company Agreement are obligations solely of Managing Member and not the owner of Managing Member or Agency; and



(vii) Agency and its affiliates with the Project will be included as additional insured on all applicable insurance policies which are to be preapproved by Agency.

5. Title to the land for the Project shall be taken in the name of Agency ("**Ground Lessor**"), and Ground Lessor shall then enter into a long-term ground lease ("**Ground Lease**") with Company, as tenant, holding a fee interest in the improvements that constitute the Project. Funding for the acquisition of the land will come from the financing of the Project and will be paid to the Ground Lessor in the form of an up-front Ground Lease payment. Upon the expiration of the 99-year term of the Ground Lease, or as set forth in the Company Agreement, ownership of the improvements constituting the Project shall revert to the Ground Lessor. In the event that the Project is sold in compliance with this MOU, the Ground Lease shall provide for a transfer of title to the land to a purchaser upon payment of \$100.00.

6. Neither party may assign this MOU without the prior written consent of the other parties, except as may otherwise be provided herein. Special Limited Member's right to assign its interests in the Company shall be more specifically set forth in the Company Agreement, but shall be subject to the consent of the Managing Member.

#### B. DUE DILIGENCE

As a condition to Agency's participation in the financing and ownership of the Project, Agency requires the Owner to provide within a reasonable time, all reasonable due diligence information on the Project and its proposed financing and operations as is reasonably requested by Agency or its counsel. Failure of the Owner to deliver to Agency due diligence items acceptable to Agency shall be grounds for Agency to terminate this MOU in its discretion.

#### C. FINANCING

1. Owner will apply for financing (the "**Loan**") on behalf of the Company. Owner shall be responsible for selecting the lender and negotiating the terms on behalf of the Company.

2. On behalf of the Company, the Owner will facilitate and negotiate the terms of an equity investment in the Project (the "**Equity**") The Equity financing documents are expected to include the Company Agreement. The Special Limited Member will serve as "Company Representative" under the Company Agreement.

3. Owner shall pay all costs and fees associated with applying for the Loan and facilitating the Equity investment, which costs may be reimbursed at Closing (as defined herein) from any proceeds of the Loan and Equity. In the event this MOU is terminated, or the transaction fails to close as contemplated herein, the Owner shall be solely responsible for all costs described above and Agency and its affiliates shall have no responsibility for payment or reimbursement of such costs.

4. The Managing Member will have the right to consent to a refinancing of the Project,

which consent shall not be unreasonably withheld, conditioned, or delayed so long as (i) neither Agency nor any affiliate thereof is required to serve as a guarantor, key member, or key person, (ii) Agency and Managing Member are not subject to springing member provisions, (iii) the LTV is not greater than 90%, (iv) the DSCR is not less than 1.05x and (v) the refinancing documents do not impose any new material obligations on Agency or Managing Member.

5. Owner and its affiliates shall provide any guarantees of operating expenses, return on Equity investment, and the like that may be required in conjunction with the Loan financing or the Equity financing. NEITHER AGENCY, MANAGING MEMBER, NOR ANY OF ITS AFFILIATES WILL PROVIDE ANY GUARANTEES OR INDEMNITIES IN CONNECTION WITH THE FINANCING OF THE PROJECT.

D. INTENTIONALLY OMITTED.

E. MANAGEMENT AND OPERATION

1. Leuven Group, LLC will serve as the property manager (the "*Manager*") for the Project, which will be memorialized in a management agreement (the "*Management Agreement*") in form and substance acceptable to Agency.

2. Notwithstanding anything to the contrary, the Management Agreement will automatically renew upon its scheduled termination other than upon a termination for cause unless either party gives ninety (90) days' notice to renegotiate the terms or terminate the Management Agreement.

3. The Management Agreement shall include a requirement for the Property Manager to deliver such reports as may from time to time be reasonably requested in writing by the Managing Member, provided that such reports are of the kind and nature that are kept in the ordinary course of business of property managers operating similarly situated projects.

F. COMMUNITY SUPPORT

Agency and the Owner shall be jointly responsible for interfacing with local government officials in connection with support for the Project, so long as such communication which occurs outside of the regular board meetings of Agency is approved by Owner. The parties will consult with each other and coordinate the response to any media inquiries and/or public opposition to the Project that may arise.

G. AD VALOREM TAX EXEMPTION

The ownership structure contemplated herein is expected to generate 100% ad valorem tax exemption for the Project (the "*Exemption*"). Agency, on behalf of the Company, shall work with the Owner and the Nueces Central Appraisal District to obtain confirmation of the availability of such exemption after Closing. At Closing, the Owner shall cause an opinion of



counsel to be delivered with respect to the Exemption. In the event the Exemption is lost for any reason other than (i) a legislative change or adverse court ruling related to the Exemption or (ii) the action or inaction of Owner or its affiliates, Agency shall have one (1) year from the date of any notice relating to a loss of the Exemption to cause the Exemption to be reinstated. Agency and the Managing Member will at all times act in good faith to preserve, maintain, and/or reinstate the Exemption. If the Exemption is not reinstated within said one (1) year timeframe, then the fee estate in the land shall (at Special Limited Member's option) be conveyed to the Company at a nominal cost to the Company, the Ground Lease shall be terminated to allow the Company to establish an exempt structure in the future, and Special Limited Member shall have the right to purchase from Agency, Agency's ownership interest in Company for the sum of \$100.00 plus all unpaid fees and unreimbursed expenses earned by Agency. Notwithstanding the foregoing, in the event that the ad valorem exemption is lost, but reinstatement of the Exemption is reasonably anticipated after the aforementioned one year period, so long as Agency continues to pursue such reinstatement diligently and in good faith and for so long as the reinstatement of the Exemption can continue to be reasonably anticipated, Agency shall be afforded such additional extensions as may be necessary to accomplish the reinstatement of the Exemption, subject to the consent of the Special Limited Member, which consent shall not be unreasonably withheld, conditioned, or delayed. Any advance payment of Annual Rent (as defined in H(i) below) in a year in which the Exemption is lost and ad valorem property taxes are payable by the Company shall be repaid to the Company prorated to the date of loss of Exemption.

#### H. FEES AND EXPENSES

##### **Managing Member/Agency Fees:**

1. Ground Lease Fees. In addition to the initial lease payment amounting to \$237,500, paid at Closing, the Company shall pay to the Ground Lessor an annual lease payment ("Annual Rent") initially in an amount equal to \$134,463 (the "Initial Annual Rent Payment"), which Annual Rent payment shall increase by 3% per year. The Initial Annual Rent Payment shall be due and payable on or prior to the first day of the second Lease Year (as such term shall be defined in the Ground Lease) but shall be refunded, along with the initial lease payment, to the Company upon a denial of the Exemption based on the initial application therefor. All Annual Rent shall be due and payable for each Lease Year in advance on the first day of each applicable Lease Year in lawful currency of the United States of America, to Ground Lessor by delivering or mailing it to the Ground Lessor's address, or such other address or in such other manner as Ground Lessor from time to time specifies by written notice to Company; provided, however, that the Annual Rent shall be prorated for any partial Lease Year based on the number of days in the year that the Ground Lease is in effect. At Company's option, Company may prepay the Annual Rent for the entire Term or any portion thereof at any time. All payment of Annual Rent is subordinate to debt service, such amounts shall accrue and be payable in conjunction with subsequent rent payments.

2. Disposition Fee. The Managing Member shall be entitled to receive a fee equal to

1.5% of the gross sales price in connection with a sale or disposition of the Project.

3. Asset Management Fee. The Managing Member shall be entitled to receive an annual asset management fee in the amount of \$10,000.00, to be increased annually by 3%.

4. Agency/Managing Member Costs. All reasonable expenses incurred by Agency in connection with this MOU, including but not limited to costs for staff time to review the proposed Project, third-party reports, Agency's legal counsel, counsel to Managing Member and the Company, special real estate counsel, financial advisor and other expenses incurred by Agency in connection with the proposed Project (collectively, the "**Costs**"), shall be reimbursed by the Company to Agency or to such third parties concurrently with the closing on the Loan (the "**Closing**") however the total sum for the Costs shall not exceed \$15,000.00 ("**Maximum Costs Amount**"). If this MOU or the Project is terminated before the Closing and Agency has unreimbursed out-of-pocket Costs, Agency shall invoice the Owner for such Costs and the Owner shall reimburse Agency or the applicable third party for no more than the Maximum Costs Amount within thirty (30) days of receipt of said invoice.

5. Advisor and Counsel Fees. In addition to the fees set forth above, expenses of the Agency in connection with Closing will be reimbursed to the Agency by the Company at Closing. The parties acknowledge that the Agency and its affiliates will be represented in this transaction by the Agency's Counsel, Anderson, Lehrman, Barre & Maraist, LLP, whose fees will be \$5,000.

6. Owner acknowledges and agrees that it is the intent of the parties hereto that Agency shall bear no out-of-pocket costs or expenses in connection with the Project.

7. In the event this MOU is terminated or the transaction fails to close as contemplated herein, Owner shall be solely responsible for all costs expended by Agency and/or its affiliates in connection with the transaction, including but not limited to payment of legal fees in an amount of up to \$40,000, payment of Agency's owner representative in an amount of up to \$35,000, and reimbursement of costs in an amount of up to \$5,000. Agency and its affiliates shall have no responsibility for payment or reimbursement of such costs.

#### I. PURCHASE OPTION/RIGHT OF FIRST REFUSAL

a. In order to secure the Exemption, Managing Member or Agency shall have a right of first refusal to acquire the Project for a price equal to the terms of a bonafide third party offer which Company and/or Special Limited Member intends to accept. In addition, on terms to be more explicitly set forth in the Ground Lease, Ground Lessor will receive an option (the "**Option**") to acquire the Project during the term of the Ground Lease, including without limitation Company's leasehold interest in the Land (collectively, the "**Tenant's Property**"), (i) on any date thirty (30) days after Ground Lessor delivers written notice to Company of Ground Lessor's intent to exercise the Option (the "**Option Exercise Notice**"), and (ii) upon the Company's receipt of the Purchase Price (as hereinafter defined). The "**Purchase Price**" for



the Tenant's Property pursuant to the Option shall be set forth hereinbelow:

(a) Price Formula. An amount, determined by MAI appraisers mutually agreed to by Ground Lessor and Investor Member, equal to (i) the fair market value of the Tenant's Property as determined in accordance with subsection (b) below, plus (ii) an amount, on an after tax basis, equal to the diminution of economic value to the Investor Member (or Successor Member) as a result of the purchase of the Tenant's Property by Ground Lessor, which shall include (A) all capital contributions of any members of the Controlling Entity from the date of initial acquisition, (B) the outstanding balance of all loans (and any accrued interest thereon and yield maintenance) made to the Controlling Entity by its members and the Lender (as hereinafter defined), which will not otherwise be repaid at the time of the purchase, (C) a 14% IRR (as hereinafter defined) on the capital contributions of any members in the Controlling Entity and on Investor Member's capital contributions, and (D) all costs and expenses incurred by or on behalf of the Controlling Entity's members with respect to (1) admission to the Controlling Entity, (2) such member's activities with respect to the Project prior to Ground Lessor's purchase of the Tenant's Property under this Option, and (3) an amount to distribute to the Controlling Entity's members cash proceeds sufficient to enable its members to pay, after any and all federal, state and local taxes imposed on such distribution, the taxes projected to be imposed on the members as a result of the sale pursuant to the Option.

(b) Fair Market Value. Fair market value of the Tenant's Property for purposes of this Section shall be calculated as follows: As soon as practicable following the delivery of the Option Exercise Notice, Ground Lessor and the Investor Member (or an affiliate thereof) shall select a mutually acceptable Independent Appraiser (as defined in the Ground Lease) to prepare an appraisal of the Land, Project and all assets owned by both the Controlling Entity and Company used in conjunction with the Project that are available for disposition. In the event that the parties are unable to agree upon an Independent Appraiser within 15 business days following the date of delivery of the Option Exercise Notice, Ground Lessor and the Investor Member each shall select an Independent Appraiser within the next succeeding five business days. If either party fails to select an Independent Appraiser within such time period, the determination of the other Independent Appraiser shall control. If the difference between the appraised fair market values set forth in the two appraisals is not more than 10% of the appraised fair market value set forth in the lower of the two appraisals, the fair market value for purposes of this Section shall be the average of the two appraisals. If the difference between the two appraisals is greater than 10% of the lower of the two appraisals, then the two Independent Appraisers shall jointly select a third Independent Appraiser whose determination of appraised fair market value shall be deemed to be binding on all parties as long as the third determination is between the other two determinations. If the third determination is either lower or higher than both of the other two appraisers, then the average of all three appraisals shall be the appraised fair market value for purposes of this Section B.6. Ground Lessor and the Company shall each pay one-half of the fees and expenses of any

Independent Appraiser(s) selected pursuant to this subsection (b). All calculations of fair market value shall take into consideration the Affordability Restrictions and the Exemption, provided, however, that if the Exemption is eliminated or modified due to a change in law, the appraisal shall take into account such elimination or modification of the Exemption.

b. Guarantors' Repurchase Option-Default. Subject to all applicable rights to cure, if (i) Managing Member takes any action (or omits to take an action that is explicitly required by the Company Agreement) within its sole and exclusive control and such action or inaction results in an event of default under any of the financing documentation, the Project obligations, or the Company Agreement; or (ii) the Managing Member takes any action (or omits to take an action that is explicitly required by the Company Agreement) within its sole and exclusive control and such action or inaction causes any guarantors any quantifiable liability which such guarantor actually pays under its guaranty agreement(s) ((i) and (ii) are referred to as "**Repurchase Events**") then each of the guarantors, and/or their respective successors and assigns or designees, shall have the sole and exclusive option (with the consent of the Investor Member) to purchase either from Agency its ownership interest in the Managing Member (the "**HA Ownership Interest**") or from the Managing Member its managing member interest in the Company (the "**MM Ownership Interest**") for the sum of \$100.00, plus all unpaid fees and unreimbursed expenses earned by the Managing Member to the date of the Repurchase Event, which shall be exercisable by any one or more of the guarantors, their successors and assigns or designees, upon 15 business days written notice by guarantors to the Agency and the Managing Member (the "**Repurchase Option**") and the other guarantors. It shall not be a Repurchase Event and this Repurchase Option will not apply if the event of default or the cause of guarantor's liability is caused in whole or part by a matter or item over which guarantors or an affiliate has full control or for which it is otherwise responsible. For purposes of this paragraph, the term "caused" shall only include matters within the full or partial control of the application person or entity. In the event that the Repurchase Option is exercised, the fee estate shall be transferred to Company for a nominal cost.

#### J. SALE.

In the event Special Limited Member desires to sell or refinance the Project (any such sale may take the form of a sale of a majority of the ownership interest in both the managing member and the other members and/or a sale of the fee interest in the land), Agency and the Managing Member shall cooperate with the Special Limited Member in connection with such efforts. In the event either Agency or the Managing Member do not cooperate, the Special Limited Member shall have the right to require or compel such cooperation through all available relief and remedies that may be available at law or in equity. Nothing contained in this Section shall affect, limit, or impair any purchase option or right of first refusal that either Agency or the Managing Member may be entitled to exercise. Notwithstanding the foregoing, no transfer of the property shall be permitted to another governmental entity or its affiliate, other than Agency or its any of its affiliates, so long as the Exemption has not been lost by either inaction



or action by the Agency.

#### K. REGULATORY RESTRICTIONS

Owner and Agency agree that the Project will be a mixed income rental housing development restricted at the following rent schedule:

- At least forty percent (40%) of the units in the Project (the "**80% AMI Affordable Units**") will be reserved for occupancy by individuals and families earning at or below eighty percent (80%) of the area median family income, adjusted for household size and taking in account, for this purpose, the combined incomes of each unit occupant residing in an 80% AMI Affordable Unit within the meaning of Section 303.042 of the Texas Local Government Code. 80% median family income shall be established annually by the US Department of Housing and Urban Development ("**HUD**") and calculated using the Novogradac Rent and Income Limit Calculator for the Nueces County – Corpus Christi, Texas HUD MSA and the applicable year with rent calculations based on "Other non-LIHTC" and "50% VLI" income limits, "80%" and Imputed Persons Per Bedroom for Rent Limited Calculations set to "1 Person/I Bedroom + 1" without regard to utility allowances (the "**80% Rent Restriction**") and the applicable family size selected for the respective Low-Income Household leasing a particular Low Income Unit (the "**80% Applicable Median Income**").
- At least ten percent (10%) of the units in the Project (the "**60% AMI Affordable Units**") will be reserved for occupancy by individuals and families earning at or below sixty percent (60%) of the area median family income, adjusted for household size and taking into account, for this purpose, the combined incomes of each unit occupant residing in a 60% AMI Affordable Unit. 60% median family income shall be established annually by the US Department of Housing and Urban Development ("**HUD**") and calculated using the Novogradac Rent and Income Limit Calculator for the Nueces County – Corpus Christi, Texas HUD MSA and the applicable year with rent calculations based on "Other non-LIHTC" and "50% VLI" income limits, "60%" and Imputed Persons Per Bedroom for Rent Limited Calculations set to "1 Person/I Bedroom + 1" without regard to utility allowance(the "**60% Rent Restriction**") and the applicable family size selected for the respective Low Income Household leasing a particular Low Income Unit (the "**60% Applicable Median Income**"). Notwithstanding, if a 60% AMI Affordable Unit becomes vacant and a household with 60% Applicable Median Income does not apply to rent such unit in the two (2) weeks after the date of vacancy, the Company is not required to hold the unit open and may rent to a household that otherwise qualifies for an 80% AMI Affordable Unit and will strive to rent the next vacant unit to a household at 60% Applicable Median Income under the same terms.
- For the avoidance of doubt, the Affordability Restrictions and rental limitations

shall apply solely to shelter rents be adjusted based upon family size.

- No greater than fifty percent (50%) of the units in the Project will be unrestricted as to resident incomes and may be rented at market rates (the "**Market Units**").
- The unit mix at the Project shall be as follows:

Unit	60% AMI	80% AMI	Market	Totals
1 Bedroom	15	59	72	146
2 Bedroom	16	63	79	158
Totals	31	122	151	304
Percentages	10.2%	40.13%	49.67%	100%

Income shall be verified by the Owner pursuant to a review of the tenants' federal income tax returns or other commercially reasonable method acceptable to Agency. Owner and Agency will enter into a Regulatory Agreement at Closing to be recorded in the Nueces County land records that will set forth the income restrictions and describe the methodology for income verification and reporting.

#### L. MISCELLANEOUS

1. This MOU reflects the entire understanding between the parties and may only be amended in writing, signed by both parties. This MOU is a contract and not merely an "agreement to agree."

2. Each party hereto is prohibited from assigning any of its interests, benefits or responsibilities hereunder to any third party or related third party, without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed.

3. The parties agree to execute such documents and do other such reasonable things as may be necessary or appropriate to facilitate the consummation of the agreements set forth herein.

4. This MOU may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one contract binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

5. THIS MOU SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES.

6. In case any one or more of the provisions contained in this MOU for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity,



illegality or unenforceability will not affect any other provision hereof, and this MOU will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. The parties hereto submit exclusively to the jurisdiction of the state and federal courts of Nueces County, Texas, and venue for any cause of action arising hereunder shall lie exclusively in the state and federal courts of Nueces County, Texas.

8. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this MOU, or to recover damages for the breach of this MOU, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys fees, expended or incurred by the prevailing party in connection therewith.

9. The subject headings contained in this MOU are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

10. This MOU shall continue until terminated upon the occurrence of any one of the following conditions:

- (a) Agency and the Owner sign a mutual consent to terminate this MOU;
- (b) If the terms of the Loan for the Project are unacceptable to Agency, in its sole discretion, and Agency provides the Owner notice of such fact and a 30-day opportunity to provide financing terms that are acceptable to Agency and the Owner, but the Owner does not do so;
- (c) Agency's Board of Directors takes action to disapprove of the participation of Agency in the financing of the Project as described in this MOU at any time prior to the Closing;
- (d) Either party breaches its obligations under this MOU, the non-breaching party provides the breaching party notice of such fact and a 15-day opportunity to cure, and the breaching party fails to do so;
- (e) Either party files for bankruptcy protection, makes an assignment for the benefit of creditors, has a receiver appointed as to its assets, or generally becomes insolvent;
- (f) Prior to the Closing it is determined that the Project will not qualify for the Exemption; or

(g) Owner is not awarded a contract for purchase of the Project.

Upon termination of this MOU for any of the reasons cited above, neither party shall have any ongoing obligation to the other with respect to this MOU nor the Project. In addition, the provisions of this MOU with respect to the Project will be terminated when Managing Member is admitted to the Company and Agency and the Owner and their affiliates, as applicable, enter into definitive agreements with respect to the governance of the Company and the financing and operation of the Project as contemplated herein.

11. The parties acknowledge that the Managing Member, Agency and its affiliates will be represented in this transaction by Anderson, Lehrman, Barre & Maraist, LLP ("**Company Counsel**") in a legal capacity. Owner, Special Limited Member and their affiliates will be represented by separate counsel and will not be entitled to rely on Company Counsel for representation in this matter and acknowledges that no financial advisory relationship will exist among the Owner, Special Limited Member and their affiliates.

[Remainder of Page Intentionally Left Blank]

EXECUTED to be effective as of the date above shown.

**AGENCY:**

**CORPUS CHRISTI HOUSING AUTHORITY**



Title: Chief Executive Officer


**OWNER:**

**6901 SARATOGA BLVD, LLC,**  
a Delaware limited liability company,

By: 6901 Saratoga BLVD PE, LLC,  
a Delaware limited liability company  
its member

By: Leuven Vineyard 2, LLC,  
a Texas limited liability company  
its manager

DocuSigned by:  
  
By: William D. Bruggeman, Manager

DocuSigned by:  
  
By: Joseph L. Derzunza, Manager

NUECES COUNTY, TEXAS,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff</i>	§	
	§	
V.	§	
	§	
CORPUS CHRISTI HOUSING	§	105 <sup>TH</sup> JUDICIAL DISTRICT
AUTHORITY,	§	
	§	
<i>Defendant</i>	§	
	§	
AND	§	
	§	
2921 AIRLINE PE, LLC, ET AL.	§	NUECES COUNTY, TEXAS
	§	
<i>Intervenor Defendants.</i>	§	
	§	

**[PROPOSED] ORDER ON INTERVENORS' TRADITIONAL MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

After considering Intervenor's Traditional Motion for Partial Summary Judgment, the pleadings, the response, the reply, the declarations, the arguments of counsel, and other evidence on file, the Court:

GRANTS Intervenor's traditional motion for partial summary judgment on the County's TOMA claim related to the Memoranda of Understanding.

Accordingly, the Court orders Plaintiff Nueces County to take nothing on its cause of action against Defendant Corpus Christi Housing Authority and Intervenor for the County's TOMA claim related to the Memoranda of Understanding.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
JUDGE PRESIDING