

**COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF WYLIE, TEXAS  
AND THE  
TEXAS HOUSING FOUNDATION**

WHEREAS, on \_\_\_\_\_, 2022 under provisions of the Texas Local Government Code, Section 392.017(d), the City of Wylie (“City”), declared that there is a need for the Texas Housing Foundation, a Texas regional housing authority (the “Foundation”), to exercise its powers on property known as Wylie Senior Apartments, located at 2310 West FM 544, Wylie, Collin County, Texas 75098 (“Development”), within the territorial boundaries of the City, subject to the terms and conditions of this Agreement, because there exists in the City a shortage of safe and sanitary housing available to lower income persons at rentals they can afford; and

WHEREAS, Tex. Local Gov’t. Code, Section 392.017(d), requires that the City Council adopt a resolution authorizing the Texas Housing Foundation to exercise its powers in the City, at the Development, subject to the terms and conditions of this Agreement, and authorizing a cooperation agreement under Section 392.059(a); and

WHEREAS, the Board of Commissioners of the Foundation also adopted a resolution to exercise its powers in the City at the Development and authorized a cooperation agreement under Section 392.059(a); and

WHEREAS, the Foundation has formed THF Public Facility Corporation, a public facility corporation under Chapter 303 of the Tex. Local Gov’t Code (“PFC”), for purposes of, among other things (a) acquiring, constructing, rehabilitating, renovating, repairing, equipping, furnishing and placing in service public facilities at the Development; and (b) issuing bonds on the behalf of the Foundation to finance the costs of such public facilities;

NOW, THEREFORE, the parties hereto, the City, and the Foundation agree as follows:

Section 1: Cooperation Agreement. The City and the Foundation agree to cooperate to allow the Foundation, or the PFC acting on behalf of the Foundation, to provide housing for lower income persons at the Development in the City, consistent with the provisions below.

Section 2: Housing Development Authorization; Bond Issuance. The Foundation, is authorized to exercise its powers under the Tex. Local Gov’t. Code, Chapter 392, to finance, plan undertake, or operate the housing development at the Development in the City as provided in this Agreement. The PFC is hereby authorized to exercise any powers under Tex. Local Gov’t Code, Chapter 303 on behalf of the Foundation in connection with the financing and operation of the housing development at the Development in the City, including but not limited to, issuing tax-exempt or taxable bonds to finance the costs of such housing development. This Cooperation Agreement only authorizes the Foundation or PFC to take action in connection with the Development. Additional authority would be required for the Foundation or PFC to participate in

any other development within the territorial boundaries of the City.

Section 3: Ownership. The Foundation, or the PFC acting on behalf of the Foundation, is authorized to acquire land, develop site improvements, and construct buildings for the housing development at the Development within the territorial boundaries of the City, and to operate and manage such development for the benefit of lower income residents of the City over the age of 55.

Section 4. Annual Reports. The Foundation shall submit within 120 days after the end of its fiscal year a report to the Mayor of the City describing the housing and services operation undertaken for the benefit of lower income residents of the City and other activities of the Foundation and PFC in the City.

Section 5. Preservation of Authority. No applicable provision or intention in this cooperation agreement limits the authority or power of the City or other housing authorities operating in the City to exercise its respective powers under any law. No provision or intention in this cooperation agreement limits the authority or power of the Foundation to exercise its powers under the Texas Housing Authorities Law, Tex. Local Govt. Code, Chapter 392, to finance, plan, undertake, construct, or operate the housing development at the Development under this Cooperation Agreement.

Section 6. Implementation. The City Manager of the City and the President of the Foundation are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this cooperation agreement and the authorizing resolutions.

Section 7. Termination. This Agreement may be terminated by either party for any reason by giving written notice to the other party at least 30 calendar days before the date of termination of its intent to terminate.

*[Signature page follows.]*

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**City of Wylie, Texas**  
a home-rule municipality

\_\_\_\_\_  
By: Brent Parker, Interim City Manager

Attest:

\_\_\_\_\_  
Stephanie Storm, City Secretary

**Texas Housing Foundation**

\_\_\_\_\_  
By: Mark Mayfield, President