2019 Multifamily Uniform Application

19088 Metro Tower Lofts
1a Applicant Certification
2019 Multifamily Uniform Application Certification

Development Name: Metro Tower Lofts

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.11(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

Metro Tower Housing Partners, LP

By:

[Signature]

Signature of Authorized Representative

[Name]

Printed Name

Manager

Title

2/22/2019

Date

Sworn to and subscribed before me on the 22nd day of February, 2019

by [Signature]

Jacob Mooney

(Personalized Seal)

Notary Public Signature

Texas

Notary Public, State of Travis

County of

9/22/2020

My Commission Expires:

2/22/2019

Date

ISABELLE ATKINSON

Notary Public, State of Texas

Comm. Expires 09/22/2020

Notary ID 13082962-9

2/22/2019
Meeting Selection (4% Only)
Not Applicable
Certification, Acknowledgement, and Consent of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

**The form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

- [x] 10 TAC §11.101(a)(2) - Undesirable Site Features
- [ ] 10 TAC §11.101(a)(3) - Neighborhood Risk Factors
- [na] 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- [na] 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  (or any similar agreement resulting from negotiations regarding noncompliance)
- [na] 10 TAC §11.901(16) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) located on the Department's website

[http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant” or “Development Owner,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. All persons who have a property interest in the Application, along with all plans and third-party reports, acknowledge that the Department may publish them on the Department’s website, release them in response to a request for public information, and make other use of the information as authorized by law. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§11.101 and 11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations,
undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval that may affect the Applicant’s competitive posture, an Applicant must disclose in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §11.302(d)(2)(I) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in Chapter 10, Subchapter F.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be
required to submit a report of the success of the plan as part of the cost certification documentation, in order to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran’s organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

**Accessibility Requirements**

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §11.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include an assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
**Unused Credit or Penalty Fee** *(select one box as applicable)*

- The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

- The Applicant certifies that no disclosure regarding §11.901(16) of the Qualified Allocation Plan is necessary.

**Termination of Relationship in an Affordable Housing Transaction** *(select one box as applicable)*

- The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

- The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

**Voluntary Compliance Agreement with any Governmental Agency** *(select one box as applicable)*

- The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (100) year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

Undesirable Site Features (select one of the boxes as applicable)

X The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (100) year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

Undesirable Site Features (select one of the boxes as applicable)

X The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

_____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that regulates the proximity of such feature to a multifamily development is included in the Application.

_____ The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.
Neighborhood Risk Factors (select one of the main boxes as applicable)

_____ The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

_____ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

_____ in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located in the attendance zones of an elementary, middle, or high school that does not have a 2018 Met Standard rating by the Texas Education Agency, unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply. Elderly Developments are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Qualified Allocation Plan.
The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e).

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is
affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2019 REVISED Development Owner's Certification

By: [Signature]

Jake Mooney
Printed Name
Authorized Signer

Title
February 22, 2019
Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared

Jake Mooney

known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February, 2019

(Seal)

ISABELLE ATINSON
Notary Public, State of Texas
Comm. Expires 03-32-2020
Notary ID 13082962-0

Notary Public Signature

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February 13, 2019
3 Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

The form must be executed by all individuals included on the organizational chart who are identified under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan, the definition of Control.

**The form should be executed, notarized, and included in the full application document.**

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. No hard copy with original signatures is required, only a scanned copy within the final PDF file.

The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov’t Code, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has been convicted of a
state or federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

Neither Applicant nor any other member of the Development Team has breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

Neither Applicant nor any other member of the Development Team has misrepresented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the timeframe provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov’t Code, or a provision of Chapter 572 of the Tex. Gov’t Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

Neither Applicant nor any other member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, or Determination Notice for a Development.

Neither Applicant nor any other member of the Development team has been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant nor any other member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application or the use of information therein.

Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, Determination Notice, or Closing, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but
not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By: [Signature]

Signature of Authorized Representative

[Name]
Printed Name

Authorized Signer
Title

February 22, 2019
Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared [Name], known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of February, 2019

(Seal)

[Notary Public Signature]

[Notary Public Information]

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February 13, 2019
2019 REVISED Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

Sallie Burchett

Printed Name

Authorized Signer

Title

03-01-19

Date

THE STATE OF Texas

$§$

COUNTY OF Travis

$§$

Before me, a notary public, on this day personally appeared Sallie Burchett, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of March, 2019

(Seal)

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 09-22-2020
Notary ID 13082982-9

Notary Public Signature

Page 6 of 6

February 13, 2019
4 Multifamily Direct Loan Certification
Not Applicable
Applicant Information Page
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone:</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacob Mooney</td>
<td>(913) 638-2500</td>
<td>na</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
<td>(913) 638-2500</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10777 Barkley Street, Suite 140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overland Park</td>
<td>KS</td>
<td>66211</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone:</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
<td>na</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>(512) 698-3369</td>
<td></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone:</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
<td>na</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>(512) 698-3369</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1301 Chicon Street, Unit 101</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
<td>78702</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>
6 Competitive Housing Tax Credit Selection Self-Score
**Competitive Housing Tax Credit Selection Self-Score-10 TAC§11.9**

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
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<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
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<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
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<td>Sponsor Characteristics</td>
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<td><strong>High Quality Housing Total</strong></td>
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### Criteria to Serve and Support Texans Most In Need

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<tr>
<td>Income Levels of Tenants</td>
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<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
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<tr>
<td>Resident Services</td>
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<td>Opportunity Index</td>
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<td>Underserved Area</td>
<td>§11.9(c)(4)</td>
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<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(5)</td>
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<tr>
<td>Proximity to the Urban Core</td>
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<td>Readiness to Proceed in Disaster Impacted Counties</td>
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<td><strong>Serve and Support Texans Most in Need Total</strong></td>
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### Criteria Promoting Community Support and Engagement

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<td>Local Government Support</td>
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<td>1</td>
</tr>
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<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
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<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
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</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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<tr>
<td>Input from Community Organizations</td>
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<tr>
<td>Concerted Revitalization Plan</td>
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<td><strong>Community Support and Engagement Total</strong></td>
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### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

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<td>Financial Feasibility</td>
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<td>Cost of Development per Square Foot</td>
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<td>Pre-application Participation</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
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<td>Extended Affordability</td>
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<td>Historic Preservation</td>
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<td>Right of First Refusal</td>
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<td>Funding Request Amount</td>
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<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
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### Point Deductions

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**Total Application Self Score** 119
Site Info Form Part I
Site Information Form Part I

1. Development Address (All Programs)

1220 Broadway, 1219 Broadway, 1301 10th Street, & 1402 Main Street

Lubbock ETJ? No

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>79401</td>
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<tr>
<td>Lubbock</td>
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</table>

<table>
<thead>
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<th>Region</th>
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<th>County</th>
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<tr>
<td></td>
<td>79401</td>
<td></td>
</tr>
<tr>
<td>Urban</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Census Tract Information (All Programs)

Census Tract Number: 48303000700

Median Household Income: 39531.00

Quartile: 3q

Poverty Rate: 13.6

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required documentation has been submitted.

3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]

Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

- **X** Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))

- **X** One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

- **X** Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]

- **X** The site is not located in a county with a population that exceeds one million.

- **na** The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.

- **na** The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]

- **X** The site is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

6. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)

Development Site is appropriately zoned? Yes

Zoning Designation: CB-2

Flood Zone Designation: X Entire Development Site is outside the 100 year floodplain. Yes

Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):

- Not Prime Farmland


Confirm the following supporting documents are provided behind this tab.

- **na** Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- **na** DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

2/24/2019

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Guadalupe Elementary</td>
<td>EE through</td>
<td>5</td>
</tr>
<tr>
<td>Cavasos Middle</td>
<td>6 through</td>
<td>8</td>
</tr>
<tr>
<td>Lubbock High</td>
<td>9 through</td>
<td>12</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.

- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]

- The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

9. **Waiver of Rules [10 TAC §11.207]**

- Applicant requests waiver of rules.

- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Site Info Part I – Supporting Documents
Maps:

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified [https://ractinder.census.gov/races/nav/jsr/pages/searchresults.xhtml?rereshn=t]

Resolutions:

- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- na For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- na For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b

Zoning and Floodplain

- x Evidence of Zoning and/or Evidence of Re-Zoning Process
- x Evidence of Flood Zone Designation

Farmland Designation

- na Information is included in the ESA.
- x Information is included behind this tab.

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx] and

- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city, and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled “AOI” for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site.
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11" x 8.5")". Make sure the box box labeled "show UTM Coordinate Ticks" is checked. Select "View".
- Save the file as a PDF and include it in the Application.

Site and Neighborhood Standards (New Construction Direct Loan Only)

- na Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.
- na DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)
Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;
- 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies);
- Neighborhood Risk Factors Report ("NRFR") if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year (or 2017 if the Hurricane Harvey Provision applies).

Waiver of Rules

- The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant.
- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Location Map
Metro Tower Lofts
Scattered Sites including 1219 Broadway, 1220 Broadway, 1301 10th St, and 1402 Main St.
Lubbock, Texas
Census Tract Map

Metro Tower Lofts
1219 Broadway, 1220 Broadway, 1301 10th Street, and 1402 Main Street
Lubbock, Texas
To: Alison Blaock  
WestMark Commercial  
4105 84th Street, Lubbock, TX 79423

Re: 1220 Broadway, 1219 Broadway, 1301 10th Street and 1402 Main Street

Dear Alison,

This letter is to confirm the addresses listed above are all zoned Central Business District 2, Broadway/13th & Main Street (CB-2). Within the CB-2 district, apartments are a permitted use. Additionally, an application to vary the parking requirement for these properties was received by Planning staff on February 8th, 2019. The request will be heard by the Zoning Board of Adjustment on March 21, 2019 at 8:30am at City Hall. The verdict will be made that day by the Commission and the request will not be forwarded to City Council. Staff is in support of the requested variance.

If you have any further questions regarding this property, please feel free to contact the Planning Department.

Sincerely,

Kristen Sager  
Planning and Zoning Manager  
ksager@mylubbock.us  
806-775-2109
APPLICATION FOR
ZONING BOARD OF ADJUSTMENT
Lubbock Zoning Board of Adjustment
P.O. Box 2000/1625 13th St, Ste. 107
Lubbock, TX 79457

Applicant: 

Metro Tower Limited Partners, LP

Alison Blalock

4105 34th Street
Street/Post Office Box
Lubbock, TX 79413
City State Zip

Telephone 

(806) 781-3828

Application For: 

Special Exception
Variance
Appeal

Location or Address: 

1220 Broadway - Main Building (additionalಲ Callable)

Legal Description: 

Original T Lubbock Blk 117 L 142 + C -9

Existing Land Use: 

Office

Existing Zoning: 

CB - 2

Type of Request: 

Parking Variance - See attached letter

Applicant's Signature: 

Alison Blalock

Date: 

2/8/19

Filing Fee: 

$430.00 (Residential/NonProfit: $130.00 Commercial $430.00; Appeal:$130)

Applicant shall furnish a letter explaining the request and, if applicable, a site plan drawn to scale with measurements showing the existing and proposed request.

For City Use Only

Zoning Board of Adjustment Case No.: 

Agenda No.: 

Request to: 

On Lot(s) 

Block(s) 

Addition (Address: )
February 8, 2019

Zoning Board of Adjustments
City of Lubbock
1625 13th Street
Lubbock, TX 79401

RE: Application for a zoning variance for Metro Tower Lofts

1220 Broadway, Lubbock, TX 79401 is requesting a zoning variance based on the City of Lubbock parking requirements for the CB-2 Zoning. Currently, 1220 Broadway is partially occupied by NTS corporate office and the remaining portion of the building, approximately 75%, is vacant.

Metro Tower Housing Partners, LP is currently under contract to purchase the building from NTS Management Company with plans to renovate the property and convert it to multifamily housing. The CB-2 Zoning accommodates this use. Based on the current plans for the property, there will be 51 efficiencies, 16 one bedroom units and 34 two bedroom units. With the parking requirements for CB-2, there would need to be 169 parking spaces.

Metro Tower Housing Partners, LP would like to formally request a variance to provide 1 parking spot per housing unit. Based on the current plans, the applicant can provide 101 parking spaces, and possibly more. Our engineer is working on parking plans to fit as many parking spots as possible and still providing an adequate amount of landscaping.

Metro Tower Housing Partners, LP agrees to hold the City of Lubbock and all other parties harmless if the requested zoning variance for the property known Metro Tower Lofts located at NTS 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street is denied.

I have attached a map of the main building and the four additional parking lots included in the sale.

Thank you for your consideration.

Alison Blalock, CCIM
On behalf of Metro Tower Housing Partners, LP
WestMark Commercial
4105 84th Street
Lubbock, TX 79423
(806)781-3828 Cell
Metro Tower Lofts

1220 Broadway, Lubbock, TX
R107746 - ORIG T LUBBOCK BLK 117 L 1 & 2 & 6 THRU 9

1219 Broadway, Lubbock, TX
R109797 - ORIG T LUBBOCK BLK 131 L 1-5

1301 10th Street, Lubbock, TX
R105184 - ORIG T LUBBOCK BLK 100 L 16-20

1402 Main Street, Lubbock, TX
R105184 - ORIG T LUBBOCK BLK 100 L 16-20
**City of Lubbock**

**RECEIPT (TRC-085350-08-02-2019)**

**BILLING CONTACT**
Alison Blalock
4105 84Th St
Lubbock, TX 79423

<table>
<thead>
<tr>
<th>REFERENCE NUMBER</th>
<th>FEE NAME</th>
<th>TRANSACTION TYPE</th>
<th>PAYMENT METHOD</th>
<th>AMOUNT PAID</th>
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<tbody>
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<td>1220 Broadway</td>
<td>ZBA Filing Fee - Commercial</td>
<td>Fee Payment</td>
<td>Check #3319</td>
<td>$430.00</td>
</tr>
</tbody>
</table>

**SUB TOTAL** $430.00

**TOTAL** $430.00
February 15, 2019

Jacob Mooney
Metro Tower Housing Partners, LP
10777 Barkley Street, Suite 140
Overland Park, KS 66211

RE: Zoning Variance Request and Hold Harmless Release

Dear Mr. Mooney:

The City of Lubbock has received your application for a zoning variance for the development known as Metro Tower Lofts located at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street. The City has also received the release agreeing to hold the City of Lubbock harmless in the event the zoning variance is not granted.

Please contact me if you have any further questions.

Sincerely,

Brenda Howerton
Deputy City Manager
City of Lubbock
Sallie Burchett <sallie@structuretexas.com>

Metro Tower Lofts Parking Variance

2 messages

Sallie Burchett <sallie@structuretexas.com>  Tue, Feb 26, 2019 at 10:47 AM
To: Bill Howerton <BHowerton@mail.ci.lubbock.tx.us>

Dear Mr. Howerton,

I want to let you know that the unit mix of the proposed redevelopment for Metro Tower Lofts has changed since slightly since we submitted the parking variance request on February 8, 2019. The final design consists of the following:

- 1 floor of residential amenities and commercial space
- 15 floors with 45 efficiency units, 14 1-bedroom units, 29 2-bedroom units, and 1 3-bedroom unit
- 4 commercial floors

Our request to provide a minimum of 101 parking spaces remains the same. Would you please add this additional information to request and kindly acknowledge receipt? Thank you.

Sincerely,
Sallie Burchett, AICP

Bill Howerton <BHowerton@mail.ci.lubbock.tx.us>  Tue, Feb 26, 2019 at 10:49 AM
To: Sallie Burchett <sallie@structuretexas.com>

Yes, Ma’am. I will send this to the appropriate persons.

[Quoted text hidden]
This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA’s basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/18/2019 at 4:11:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lubbock County, Texas
Survey Area Data: Version 15, Sep 14, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 24, 2015—Nov 24, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Urban land</td>
<td>Not prime farmland</td>
<td>0.9</td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>0.9</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower
2017-2018 Attendance Zones

Lubbock Independent School District

Contact Student and School Support, (806) 219-0030, with questions about attendance areas and enrollment procedures.

Rev. June 2017
2017-2018 Attendance Zones

Lubbock Independent School District

Contact Student and School Support, (806) 219-0030, with questions about attendance areas and enrollment procedures.
Contact **Student and School Support**, (806) 219-0030, with questions about attendance areas and enrollment procedures.
## 2018 Accountability Ratings Overall Summary

**GUADALUPE EL (152901161) - LUBBOCK ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>82</td>
<td>67</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>67</td>
<td>67</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>39</td>
<td>67</td>
<td>Met Standard</td>
</tr>
<tr>
<td>School Progress</td>
<td>85</td>
<td>85</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>78</td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 97.3%)</td>
<td>39</td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>66</td>
<td>75</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading**: Earned
- **Mathematics**: Earned
- **Science**: Not Earned
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Earned
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Earned
## Texas Education Agency
### 2018 Accountability Ratings Overall Summary
#### CAVAZOS MIDDLE (152901062) - LUBBOCK ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>72</td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>28</td>
<td>56</td>
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<tr>
<td>College, Career and Military Readiness Graduation Rate</td>
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<td></td>
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<tr>
<td>School Progress</td>
<td></td>
<td>72</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>67</td>
<td>72</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 97.6%)</td>
<td>28</td>
<td>63</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>36</td>
<td>72</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Not Earned
- **Comparative Academic Growth**: Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Earned
Texas Education Agency

2018 Accountability Ratings Overall Summary

LUBBOCK H S (152901022) - LUBBOCK ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>83</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>85</td>
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<tr>
<td>STAAR Performance</td>
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<td>77</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td>87</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>98.3</td>
<td>95</td>
<td></td>
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<tr>
<td>School Progress</td>
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<td>Met Standard</td>
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</tr>
<tr>
<td>Academic Growth</td>
<td>58</td>
<td>63</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 38.6%)</td>
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<td>76</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>62</td>
<td>78</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
Site Info Form Part II
**Site Information Form Part II**

Yes  Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

| na | Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher. AND na | The census tract has a median household income rate in the two highest quartiles within the region (2 points). OK na | The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point). |

| Contiguous Census Tract # | Contiguous Tract Quartile | |

Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

| Full service grocery store (1 point)(1 mile) | Outdoor recreation facility available to public (1 point)(1 mile) |
| Pharmacy (1 point)(1 mile) | Community, civic or service organization (1 point)(1 mile) |
| Health-related facility (1 point)(3 miles) | Delivered meals service (1 point) |
| Licensed center serving children (1 point)(2 miles) | Public library (1 point)(1 mile) |
| University or community college (1 point)(5 miles) | Indoor recreation facility available to public (1 point) |

Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

|  |  |
|  |  |
|  |  |
|  |  |

| No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date. |

| Application is seeking points for Opportunity Index | Total Points Claimed |
|  | 0 |
If necessary, provide a brief summary of how the Development Site is justifying the points selected:

2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

   Applications may qualify for up to five (5) points for proposed Developments located in **ONE** of the following areas:

   - [ ] Wholly or partially within a Colonia (2 points);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - [ ] Entirely within the boundaries of an Economically Distressed Area (1 point);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - [ ] Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);
   - [ ] For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
   - [ ] Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

   - Contiguous Census Tract #
   - Contiguous Census Tract #
   - Contiguous Census Tract #
   - Contiguous Census Tract #
   - Contiguous Census Tract #

   - Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);

   - No
   - An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

   **Application is seeking points for Underserved Area**  
   **Total Points Claimed:** 0

3. **Proximity to the Urban Core (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

   - [ ] Development Site is located in a Place with a population over 200,000 and is **not** in the At-Risk Set-Aside.
   - [ ] Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.
   - [ ] Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

   **Application is seeking points for Proximity to the Urban Core**  
   **Total Points Claimed:** 5

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

   - **Region:** 1
   - **Urban**
   - [ ] Application is claiming points for a Concerted Revitalization Plan ("CRP").
   - [ ] No points were claimed for Opportunity Index.
   - [ ] Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
   - [ ] The CRP Packet has been completed and uploaded along with but separately from the Application.

   **Application is seeking points for Concerted Revitalization**  
   **Total Points Claimed:** 7

2/25/2019
5. **Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

- Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>10</td>
</tr>
</tbody>
</table>

6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>na</td>
<td>0</td>
</tr>
</tbody>
</table>

- Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.
- Application includes acknowledgement from all lenders and the syndicator of the required closing date.
- Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.
- Application includes evidence that appropriate zoning will be in place at award.
- Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2019.
- Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.
10  Site Info Part II – Supporting Documents
### Supporting Documentation for the Site Information Form Part II

<table>
<thead>
<tr>
<th>n/a</th>
<th>Opportunity Index (Competitive HTC and Direct Loan Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>na</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td>x</td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td>x</td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
</tr>
</tbody>
</table>
| x   | For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.  
**NOTE:** Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community. |
| x   | Print-out from DFPS website confirming daycare licensed to serve relevant age groups  
| na  | Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate  
[https://www.neighborhoodscout.com](https://www.neighborhoodscout.com) |
| x   | Print-out from THECB website confirming accreditation of university or community college  
http://www.txhighereddata.org/Interactive/Institutions.cfm |
| x   | Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable |

<table>
<thead>
<tr>
<th>n/a</th>
<th>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</th>
</tr>
</thead>
</table>
| n/a | For Colonia:  
- Evidence from Attorney General of Colonia boundaries; and  
  [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)  
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and  
- Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border. |
| n/a | For Economically Distressed Areas:  
- A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and  
- Map showing development site boundaries, relative to EDA boundaries. |
| na  | For other items:  
Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at  
[http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm) |
| n/a | Map with Development Site boundaries indicated, relative to census tract boundaries |
| n/a | Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable. |
| n/a | Map with all contiguous census tracts, if applicable |
| x   | Proximity to Urban Core (Competitive HTC Only) |
| x   | Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body. |
| x   | Concerted Revitalization Plan (Competitive HTC Only)  
CRP Packet is uploaded along with but separate from the Application. |
Declared Disaster Area:

- The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).
- The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed

- Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).
- Certification for closing
- Acknowledgement(s) of closing date from lenders and syndicator
- Certification for construction contract
- Evidence that appropriate zoning will be in place at award (July 25, 2019).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
Census Tract Map

Metro Tower Lofts
1219 Broadway, 1220 Broadway, 1301 10th Street, and 1402 Main Street
Lubbock, Texas
Community Assets Map

Metro Tower Lofts
1219 and 1220 Broadway, 1301 10th, and 1402 Main Lubbock, Texas

- Grocery: Walmart Supercenter (0.61 mi)
- Pharmacy: Walmart Supercenter (0.61 mi)
- Health Care: University Medical Center (2.35 mi)
- Child Care: Legacy Child Development Center (0.2 mi)
- Library: Mahon Public Library (0.18 mi)
- College: Texas Tech University (1.3 mi)
- Indoor Rec: Buddy Holly Center (0.52 mi)
- Outdoor Rec: Aztlan Park (0.87 mi)
- Civic Org: Catholic Charities Diocese of Lubbock (0.77 mi)
- Meals on Wheels: Lubbock Meals on Wheels
Walmart Lubbock Supercenter

Lubbock Supercenter #3806

1911 Marsha Sharp Fwy, TX 79415
Open until 12 am
Mon - Sun | 6 am - 12 am

Services at This Store

- Auto Care Center | Open until 7 pm | 806-747-6842
- Pharmacy | Open until 9 pm | 806-747-3915
- Photo Center | Open until 9 pm | 806-747-4962
- Pickup | Open until 8 pm |
- Vision Center | Open until 8 pm | 806-747-6549

Popular Times at This Store

Find Items in This Store
Pharmacy

Walmart Lubbock Supercenter

Lubbock Supercenter #3826

1911 Marsha Sharp Fwy, TX 79415
Open until 12 am
Mon - Sun | 6 am - 12 am

Services at This Store

- Auto Care Center
  Open until 7 pm
  806-747-6842

- Pharmacy
  Open until 9 pm
  806-747-3915

- Photo Center
  Open until 9 pm
  806-747-4962

- Pickup
  Open until 8 pm

- Vision Center
  Open until 8 pm
  806-747-6549

Popular Times at This Store

Find Items in This Store

Enter an item name
Child Care Search Result Details

Operation Details
You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>851800-750</th>
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</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>The Legacy Child Development Center</td>
</tr>
</tbody>
</table>
| Location Address: | 1500 14TH ST  
LUBBOCK, TX 79401  
3101 35TH ST  
LUBBOCK, TX 79413 |
| Mailing Address: | |
| Phone Number: | 806-792-2723 |
| County: | LUBBOCK |
| Website Address: | |
| Email Address: | |
| Administrator/Director Name: | Yolanda Guzman |
| Type of Issuance: | Full Permit |
| Issuance Date: | 2/15/2006 |
| Permit Renewal Due By Date: | 2/15/2020 |
| Conditions on Permit: | Yes |
| Accepts Child-Care Subsidies: | Yes |
| Hours of Operation: | 07:30 AM-05:30 PM |
| Days of Operation: | Monday - Friday |
| Total Capacity: | 198 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Total Capacity: | 198 |
| Number Of Admin Penalties: | 0 |
| Corrective Action: | No |
| Adverse Action: | No |
| Temporarily Closed: | No |
All library locations will be closed on Monday, January 21, 2019 in observance of Martin Luther King Day.

Mahon (Main) Library Hours

Monday-Wednesday: 9 AM to 9 PM
Thursday-Saturday: 9 AM to 6 PM
Sunday: 1 PM to 5 PM

1306 9th Street, Lubbock, TX 79401
(806) 775-2834 (for renewals)
(806) 775-2835 (for information and holds)
LibMahon@mylubbock.us

66 hours per week

Godeke Branch Library Hours

Monday & Tuesday: 12 PM to 9 PM
Wednesday-Saturday: 9 AM to 6 PM
Sunday: Closed

5034 Frankford Avenue, Lubbock, TX 79424
(806) 775-3352
LibGodeke@mylubbock.us
<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brit J. May</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Baker Patullo</td>
<td>(512) 465-2111</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kübler</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Kübler</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>F. Dominic Dottavio</td>
<td>(254) 968-9800</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenas</td>
<td>(956) 326-2011</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young</td>
<td>(979) 843-3211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fossom</td>
<td>(817) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp</td>
<td>(979) 458-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Maro Niggliazo</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin</td>
<td>(800) 886-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintanilla</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Steven H. Tallant</td>
<td>(361) 563-3307</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Teniente-Mason</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-Texasarkana</td>
<td>Emily F. Culver</td>
<td>(903) 223-5000</td>
</tr>
<tr>
<td>Texas Southern University</td>
<td>Audin A. Lane</td>
<td>(713) 313-7011</td>
</tr>
<tr>
<td>Texas State University</td>
<td>Denise Trauth</td>
<td>(812) 245-2111</td>
</tr>
<tr>
<td>Texas State University System</td>
<td>Brian McCall</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas Tech University</td>
<td>Lawrence Schovanec</td>
<td>(806) 742-2011</td>
</tr>
</tbody>
</table>
College for All Texans

College Locator
Use the map below to locate a college near you. Enter your address below and click "Go!", or explore the map!

Your Location

Address: 
City: , TX
Zip Code: 

Legend

<table>
<thead>
<tr>
<th></th>
<th>4-Year</th>
<th>2-Year</th>
<th>Health-Related</th>
<th>Higher Education Centers</th>
</tr>
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<td>⚡</td>
<td>⚡</td>
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<td>⚡</td>
</tr>
<tr>
<td>Independent</td>
<td>⚡</td>
<td>⚡</td>
<td>⚡</td>
<td>⚡</td>
</tr>
</tbody>
</table>

Texas Tech University
Public Universities (Main Campus)
http://www.ttu.edu
Apply Now!

Online Resume (Provided by TxHigherEdData.org)
Undergraduate Majors

A
- Accounting, B.B.A.
- Advertising, B.A.
- Agribusiness, B.S.
- Agricultural and Applied Economics, B.S.
- Agricultural and Applied Economics, B.S. / Bachelor of Business Administration, B.B.A.
- Agricultural Communications, B.S.
- Animal Science: Business Concentration, B.S.
- Animal Science: Companion Animal Science Concentration, B.S.
- Animal Science: Companion Animal Science Pre-Veterinary Concentration, B.S.
- Animal Science: Equine Assisted Therapy Concentration, B.S.
- Animal Science: Equine Production Concentration, B.S.
- Animal Science: Equine Science Concentration, B.S.
- Animal Science: Meat Science Business Concentration, B.S.
- Animal Science: Meat Science Concentration, B.S.
- Animal Science: Production Concentration, B.S.
- Animal Science: Science Concentration, B.S.
- Anthropology, B.A.
- Anthropology: Forensic Anthropology Concentration, B.A.
- Apparel Design and Manufacturing, B.S.
- Apparel Design and Manufacturing, B.S. / Environmental Design, M.S.
- Applied Arts and Sciences in Applied Leadership, B.A.A.S.
- Applied Arts and Sciences in Applied Leadership, B.A.A.S. - Online
- Architecture (El Paso Program), B.S.
- Architecture, B.S.
- Architecture, B.S. / Civil Engineering, B.S.
- Architecture, B.S. / General Business, B.B.A.
- Architecture, B.S. / Master of Architecture, M.Arch.
- Art: Art History Concentration, B.A.
- Art: Graphic Design Concentration, B.F.A.
- Art: Studio Art Concentration, B.A.
- Art: Studio Art Concentration, B.F.A.
- Art: Visual Studies Concentration, B.F.A.

B
- Bachelor of Interdisciplinary Arts
- Biochemistry, B.A.
- Biochemistry, B.S.
- Biology, B.S.
- Business Administration, B.B.A. / Accounting, M.S.A.

C
- Cell and Molecular Biology, B.S.
- Chemical Engineering BS
- Chemical Engineering BS / MS
- Chemistry, B.A.
- Chemistry, B.S.
- Civil Engineering BSCE
- Communication Studies, B.A.
- Community, Family, and Addiction Sciences, B.S.
- Computer Engineering BS
- Computer Science BS
- Computer Science BS / Mathematics, B.S.
- Conservation Law Enforcement, B.S.
- Construction Engineering BS
- Creative Media Industries, B.A.
WHERE ART & MUSIC COLLIDE

Exhibitions and programs reflect the diverse cultural characteristics of the region and encourage interaction between artists and the community. The Center collects, preserves and interprets artifacts relevant to Lubbock's most famous native son, Buddy Holly, as well as to other performing artists and musicians of West Texas. Changing exhibitions in the visual arts provide an arena for celebrating the technical virtuosity and creative talents of fine artists at work in a region distinguished by vast distances and a rich tradition of creative resources.

The West Texas Walk of Fame, featuring the Buddy Holly statue, by sculptor Grant Speed, is located inside the Buddy and Maria Elena Holly Plaza, just west of the Center, on the corner of Crickets Avenue and 19th Street. The Plaza is open to the public dawn to dusk, year round. The West Texas Walk of Fame, and its induction process, are a project of Civic Lubbock, Inc.

ADMISSION

Buddy Holly Galleries

- General Admission: $8.00
- Senior Citizens (60+): $6.00
- Children 7 - 17: $5.00
- Students (with college ID): $5.00
- Children (6 and Under accompanied by family member): FREE
- Museum Members: FREE
- Active Duty Military: FREE

Other Exhibitions and Galleries

- FREE Admission to the Fine Arts Gallery

*Admission Rates Effective October 1, 2015*

*Groups of 10 or more please see tour information.*

Please call (806) 775-3560 or email museums@mylubbock.us with questions.
Indoor Recreation

BUDDY HOLLY CENTER

QUICK LINKS

GIFT SHOP  FINE ARTS GALLERY  SPECIAL EVENTS

Center Directory

Managing Director

- Brooke Witcher
  - (806) 775-3086 | bwitcher@mylubbock.us

Curator

- Jacqueline Bober
  - (806) 775-3569 | jbober@mylubbock.us

Media Inquiries

- Briana Vela
  - (806) 775-3566 | bvela@mylubbock.us

Educational Outreach/Volunteering

- Sebastian Forbush
  - (806) 775-3567 | sforbush@mylubbock.us

Driving Directions: The Buddy Holly Center is located at 1801 Crickets Avenue in the renovated historic Ft. Worth & Denver Depot.

From I-27 take the 19th Street exit West. The Center is located on the Northeast corner of 19th Street and Crickets Avenue.

The Buddy Holly Center's exhibitions and programs have been made possible in part by the generous support of:

City of Lubbock, Supporters of the Fine Arts (SOFA), CH Foundation, Helen Jones Foundation, Texas Commission on the Arts, Civic Lubbock, Inc., and The Lubbock Area Foundation, as well as Maria Elena Holly.
Lubbock Parks

Lubbock Park List with Amenities

Parks and Recreation has wonderful parks with lots of amenities for the whole family to enjoy!

A-C  D-H J-M N-R S-Z

Andrews Park, 76th Street and Memphis Avenue
- Benches and Fishing

Aztlan Park, 1st Street and Avenue K
- Basketball Court, Picnic Area, Walking Track

Berl Huffman Athletic Complex, North Loop 289 and Landmark Drive
- Benches, Picnic Area, Press Box, Restrooms (seasonal), Snack Concession Area (seasonal), 45 Soccer Fields, 4 Softball Fields with Shaded Stands

Berry Park, 36th Street and Cedar Avenue
- Benches, Basketball Court, Picnic Area, Volleyball Court and Walking Track (.42 miles)

Buddy Holly Recreation Area, North University and Cesar Chavez Drive
- Benches, Fiesta Plaza, Fishing, Picnic Area, Restrooms, Quest Memorial Grove, Quest Memorial Fountain and Waterfall, and Walking Track (1.8 miles)
Emergency Assistance

Call us, Monday through Friday, 8 a.m. - 5 p.m., to schedule an appointment: 806-765-8475.

Emergency Assistance provides service to those in need with utilities, food, clothing, hygiene, eye exams & glasses, and prescription assistance. It receives funding from Covenant Health Systems, Lubbock Lions Club, LP&L, and generous individuals.

The Elderly Outreach Program provides assistance with dental (e.g. dentures), prescriptions, hearing aids and eye glass services to individuals 60 years and older. Elderly Outreach is funded by Lubbock Area United Way.

In order to be assisted we need certain documents:

• Identification for all adults in household.
• Social Security Cards for everyone in the household.
• Proof of income for the last 30 days. If you are working, this would include paycheck stubs from employer.
• If not working and able to, please register with the Texas Workforce Solutions 1218 14th St., (806) 765-5038, and bring verification of enrollment.
• If you are receiving child support, disability, SSI, unemployment, workman’s compensation, housing assistance, or other government assistance please bring award letters or verification of the benefits.

Please contact us with any questions you have.
Youth and Families

Services to At-Risk Youth (S.T.A.R.)

Monday to Friday: 8 a.m. to 5 p.m. (evenings available by appointment)

24-hour Crisis Hotline: 1-800-530-4704.

S.T.A.R. offers short-term services to youth ages 0-17 and their families who are dealing with conflict at home, school attendance issues, delinquency, or have a youth who runs away from home. S.T.A.R. services are not for youth who have been adjudicated delinquent by a juvenile court.

All services are Free.

Free parent skills training classes available on an on-going basis. Registration is required for all parent(s) and/or guardian(s). Certificates of completion are issued once entire series has been completed.

- S.T.A.R. serves all 30 counties served by Catholic Charities of Lubbock

Call 806-766-8475, and ask for a youth case manager for more information.

Runaway Homeless Youth (RHY)

The purpose of the program is to provide temporary shelter and counseling services to youth who have left home without the permission of their parents or guardians, have been forced to leave home, or are homeless.

**Runaway Youth** - Youth who have left home without parental/care-giver permission, stay for one or more nights, and cannot or will not go home

**Homeless Youth** - Youth for whom it is not possible to live in a safe environment with a relative and who have no other safe alternative living arrangement

**Throwaway Youth** - Youth that have been asked, told, or forced to leave home by parents or caregivers with no alternate care arranged

**Street Youth** - Youth who have spent at least some time living on the streets without a parent or caregiver

**Couch-surfing Youth** - Youth who may be finding housing by staying days at a time at the house of a friend or family member using a couch as a temporary reprieve until they move to the next arrangement.

RHY Services include:

- Emergency Shelter & Support Services for youth ages 10 - 17
- Support Services for youth under 10 years of age
Nutrition Classes

The nutrition education classes are split up into four 1 hour sessions throughout the month and cover information such as shopping on a budget and safe food handling. If you are a new client, you will need to fill out a quick registration form for the program. Please plan to come at least 15 minutes early to class if you need to register.

Dietitian Appointments

The Dietitian can provide personally tailored advice to help manage chronic diseases, guidance on food allergies, sensitivities, intolerances, and more! Available appointment times are at 1pm, 2pm, 3pm, and 4pm. To schedule a time please call 806-370-3385!

Cooking Classes

The cooking class will have all ingredients and healthy recipes provided. Our volunteers will have everyone involved in creating an easy, healthy, and budget friendly recipe that can be made again and again. It is important for you to let us know if you plan on coming to the cooking class. We want to make sure we have enough food for everyone! Please call 806-370-3385 to reserve your spot!

Fitness Classes

The fitness classes are 1 hour long and forces on get people moving with fun games they can do at home. Clients also will be given journals and maps of the local park so they can find other way of exercising.
Services

Here are some of the top frequently asked questions.

- What are the eligibility guidelines?
- Is there a fee for service?
- How can someone get on the program?

Get answers to these and more.

Click Here for FAQs

Here’s what one of our recipients has to say – “Rain or Shine”

We provide the following services.

Recipients enjoy the following special benefits (as available) in addition to their regular hot meal delivery.

Pet Program

The Lubbock Meals on Wheels Pet Program feeds many dogs and cats that provide valuable companionship to our recipients. Volunteers deliver dry dog and cat food every other week to the pets of meal recipients who are unable to provide pet food for their furry friends. Donations of dry dog and dry cat food are always needed. Monetary gifts to the program, as well as pet memorials and pet tributes, are also welcome.

Fresh flowers on Fridays (as available)

Flowers are donated by Lubbock Wholesale Florist.

Birthday Surprise (Cake and Card)

Cakes are provided by:
Birthday Surprise (Cake and Card)

Cakes are provided by:

- Back Door Diner
- Cake
- Glazed Honey Ham Co.
- Nothing Bundt Cakes

Magazines, books, and other reading materials

Reading materials are provided by members of the Lubbock community. (Magazines less than 1 year old please.)

**Weekend Meal Sacks**

Weekend meals are provided to clients who have no access to, or assistance with meals over the weekend, when Lubbock Meals on Wheels is closed. Weekend meals consist of a frozen meal and easily prepared items such as soup, cereal, oatmeal, and crackers. We currently serve over 190 people each weekend. This program has a capacity and may have a wait list at times.

**Holiday Meals**

*Lubbock Meals on Wheels is closed on the following holidays. Extra food and fresh fruit are sent out prior to a holiday for which we are closed.*

- New Year's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving (2 days)
- Christmas (2-3 days)

**Emergency Meals**

An emergency meal box containing shelf stable food items will be distributed each fall to all LMOW recipients. In the event that severe weather prohibits regular, hot meal delivery, Lubbock Meals on Wheels’ clients will be alerted via television and radio to use their emergency meal box.

**Annual Food Box**

*Lubbock Meals on Wheels partners with the South Plains Food Bank to provide a Senior Food Box every December to eligible Lubbock Meals on Wheels’ recipients. The box contains a variety of dry and canned goods. Recipients are notified of delivery dates and times.*

**Weekday Newspaper**

The Lubbock Avalanche-Journal now provides 260 newspapers per day (Monday-Friday) to be distributed free of charge to clients in Lubbock and Idalou. AJ readers are generously sponsoring this special project.
FAQs

- How can someone get on the program?
- What are the eligibility guidelines?
- Is there a fee for service?
- Who delivers the meals?
- What kinds of meals are prepared?
- Who cooks the food?
- What is the service area?
- Are meals delivered on holidays, weekends, or during bad weather?

How can someone get on the program?

Anyone can make a referral by calling the Lubbock Meals on Wheels’ office at (806)792-7971. Office
What kinds of meals are prepared?

Menus are approved each month by a dietitian. Each meal contains:

- A meat entrée
- Two servings of vegetables or fruit
- Bread and/or Dessert

All meals are low in sodium and are not highly seasoned.

We also provide:

- Diabetic desserts
- Soft diets
- Bland diets
- Vegetarian diets

Who cooks the food?

Meals are prepared and packaged in our kitchen with care. Early each weekday morning, experienced cooks work very hard to ensure that your food is prepared to perfection. We pride ourselves on the cleanliness of our kitchen and the quality of our meals.

What is the service area?

Lubbock Meals on Wheels delivers meals inside the Lubbock city limits. Some surrounding communities such as Idalou and Abernathy contract with Lubbock Meals on Wheels to provide meals that they deliver.
Urban Core Map

Metro Tower Lofts
1219 Broadway, 1220 Broadway,
1301 10th St, and 1402 Main
Lubbock, Texas

City Hall
City Hall 2 miles
Metro Tower Lofts
City of Lubbock, Texas
Regular City Council Meeting
Thursday, June 14, 2018

Daniel M. Pope, Mayor
Jeff Griffith, Mayor Pro Tem, District 3
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Steve Massengale, Councilman, District 4
Randy Christian, Councilman, District 5
Latrelle Joy, Councilwoman, District 6

http://www.mylubbock.us

City Council Chambers, 1625 13th Street, Lubbock, Texas

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Note: On occasion the City Council may consider agenda items out of order.

1:30 p.m. - City Council convenes in Work Session in Committee Room 103 in City Hall to consider items 1.-1.2. At the completion of the Work Session, City Council recesses into Executive Session to consider Items 2-2.3.

5:15 p.m. - City Council reconvenes in open session in City Hall Council Chambers to consider items 3.-7.18.

1. Work Session - Items for presentation and discussion on such issues that may require more in-depth consideration by the City Council, than Regular Agenda items. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.

1.1. Hear and discuss a presentation regarding the following and provide guidance to staff as appropriate:

1.1. 1. New City of Lubbock website

1.1. 2. Water system Automated Metering Infrastructure (AMI) proposal, possible financial impact, and related matters

1.2. The City Council may discuss:
1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Lubbock City Council Rules; or
2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

2. Executive Session

2.1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

2.1. 1. Chapter 40 of the Lubbock City Code
Site Info Form Part III
### Site Information Form Part III

#### Site Acreage

Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>not specified</td>
<td>1.3</td>
<td>na</td>
<td>1.32</td>
</tr>
</tbody>
</table>

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

Please provide an explanation of any discrepancies in site acreage below:


#### Site Control [10 TAC §11.204(10)]

The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTS Management Company, LLC</td>
<td>Bill Morrow</td>
</tr>
<tr>
<td>1220 Broadway, Suite 100</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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</thead>
<tbody>
<tr>
<td>Lubbock</td>
<td>TX</td>
<td>79401</td>
<td></td>
<td>2/28/1997</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If "Yes," please explain: na

If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? No

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name: NTS Management Company, LLC</th>
<th>Relationship: None</th>
</tr>
</thead>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- na Recorded Warranty Deed with corresponding executed closing/settlement statement.
- na Contract for lease.

Expiration of Contract or Option: 1/29/2020

Anticipated Closing Date: 1/29/2020

Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

The Property has the following encumbrance(s):

na

Self Score Total: 119

2/24/2019
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
  †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (**Competitive HTC only**)
- Development is entirely Supportive Housing (**Competitive HTC Only**)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (**Competitive HTC only**)
- Development includes an additional 10% of units at 30% AMI. (**Competitive HTC only**)
  
  Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (**Competitive HTC only**)
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (**Competitive HTC only**)

* Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

If a revised form is submitted, date of submission: ____________________________
Site Info Part III – Supporting Documents
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

**Site Control Documentation**

- [x] If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
- [x] Title Commitment or Policy

**Ingress/Egress and Easements**

- [na] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

**Increase in Eligible Basis (30% Boost)**

- [na] Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- [na] Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.
- [na] SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- [na] Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:

ASSIGNMENT OF ASSET PURCHASE AGREEMENT

Interstate Holdings, LLC, a Missouri limited liability company, the undersigned Assignor, pursuant to rights granted, does hereby grant, assign, transfer and convey unto Metro Tower Housing Partners, LP, a Texas limited partnership, its successors and assigns, as Assignee, all of its rights, title and interest in and to the Asset Purchase Agreement (Contract) dated on or about December 29, 2018 between N.T.S Management Company, LLC, a Texas limited liability company, as seller, and Interstate Holdings, LLC, as buyer, for the transfer of the real estate described in the Contract. Pursuant to Section 16 of the Contract, the Contract may be freely assigned by Buyer.

Assignee hereby assumes all of Assignor’s duties and obligations under said Contract and agrees to fulfill all terms, conditions, and contingencies of said Contract and to perform as required in good faith and within any time periods established by said Contract. Assignee shall have all right, title and interest in or to any down payment, earnest money deposit and other sums at any time paid or to be paid by Assignor with respect to the Contract.

Assignor and its affiliates make no warranty, expressed or implied, regarding either the Contract or the real estate or other assets described therein.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

IT WITNESS WHEREOF, the undersigned have executed this Assignment this 4th day of January, 2019.

ASSIGNEE:
METRO TOWER HOUSING PARTNERS, LP,
a Texas limited partnership

By its General Partner:
METRO TOWER HOUSING, LLC,
a Texas limited liability company

By: ____________________________
Manager

ASSIGNOR:
INTERSTATE HOLDINGS, LLC, a Missouri limited liability company

By: ____________________________
Manager
FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement is made this 12th day of April, 2019, by and between NTS Management Company, LLC ("Seller"), and Metro Tower Housing Partners, LP ("Buyer"), as assignee of Interstate Holdings, LLC ("Interstate").

WHEREAS, Seller and Interstate have previously entered into an Asset Purchase Agreement dated December 29, 2018 ("Purchase Agreement"), whereby Seller agreed to sell to Interstate the properties commonly known as Metro Tower and affiliated parking areas and improvements, located in Lubbock, Texas (the "Property" or "Properties"), as more fully described in the Purchase Agreement, and Interstate agreed to purchase the Properties from Seller, pursuant to the terms and conditions of the Purchase Agreement. All capitalized terms not defined in this Amendment shall have meaning given to such terms in the Purchase Agreement; and

WHEREAS, Buyer took an Assignment of the Purchase Contract from Interstate on January 22, 2019; and

WHEREAS, the Purchase Agreement remains in full force and effect and neither party is in default thereunder; and

WHEREAS, Seller and Buyer desire to modify the Purchase Agreement as follows.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller acknowledges that the second earnest money deposit in the amount of $20,000, due within 100 days after the Effective Date, has been made by Buyer, the Purchase Agreement remains in full force and effect and neither party is in default thereunder, and Seller waives any default related to the payment of such earnest money deposit.

2. Section 18 of the Purchase Agreement is amended to provide that Seller shall have continued access to the fourteen (14) parking spaces on Lot 3 directly North of and adjacent to the Building that are not designated as handicapped accessible parking spaces in the site plan attached hereto as Exhibit A. For purposes of clarity, the twenty (20) parking spaces allocated to Seller under section 18 of the Purchase Agreement exclude the six (6) handicapped accessible parking spaces shown on Lot 3 of the site plan. Section 18 of the Purchase Contract Seller is also hereby amended to provide that six (6) of the twenty (20) parking spaces allocated to Seller in the Purchase Agreement shall be located in the parking lot south of the Building identified as Lot 4 on the attached site plan.

3. Except as modified herein, the Purchase Agreement shall remain in full force and effect in accordance with the terms thereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

NTS MANAGEMENT COMPANY, LLC

By: 

Roberto Chang

Title: Manager

BUYER:

METRO TOWER HOUSING PARTNERS, LP

By: 

By: Manager
Escrow Receipt for:

Buyer: Interstate Holdings, LLC fbo Metro Tower Housing Partners, LP

Seller: N T S Management Company, LLC

Property: 1220 Broadway, 1219 Broadway, 1310 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

__x__ A. Amendment to APA - Metro Tower Lubbock FULLY EXECUTED

__    B. Earnest Money in the amount of __________.

Texas Legacy Land Title, LLC

By: ___________________________ Date: 4/12/19
ASSET PURCHASE AGREEMENT

SELLER: N T S Management Company, LLC
1220 Broadway, Suite #100
Lubbock, Texas 79401

BUYER: Interstate Holdings, LLC,
a Missouri limited liability company
10777 Barkley St., Suite 140
Overland Park, Kansas 66211

EFFECTIVE DATE: Last date signed by a party 12/29/2018

1. Purchase and Sale of Project. Seller agrees to sell, convey and assign and Buyer agrees to purchase, accept and assume on the terms hereafter stated all of Seller's right, title and interest in and to the following described property (hereinafter collectively called the "Project" or "Project Assets"):

   a. All of Seller's interest in and to the real estate and improvements, including building known as the Metro Tower, and the accompanying real estate and parking lots, together with all rights, privileges, easements, and appurtenances belonging to the real estate, and all related or adjacent land, structures and parking lots, the legal description of which shall be determined by survey and agreed to by the parties (the "Real Property"), described as follows:

      Main Building and parking - known as the Metro Tower
      1220 Broadway
      Lubbock, Texas
      partially legally described as ORIG T LUBBOCK BLK 117 L 1 & 2 & 6 THRU 9, and

      Additional parking lots:
      1219 Broadway
      Lubbock, Texas
      partially legally described as ORIG T LUBBOCK BLK 131 L 1-5
      1301 10th Street
      Lubbock, Texas
      partially legally described as ORIG T LUBBOCK BLK 100 L 16-20
      1402 Main Street
      Lubbock, Texas
      partially legally described as ORIG T LUBBOCK BLK 99 L14 15 & E/2 OF 13

   b. All tangible personal property owned by Seller, located on or about the Real Property, and used in the ownership, operation or maintenance of the Real Property (the "Personal Property Assets") Notwithstanding the foregoing, Seller shall retain all Personal Property Assets related to its occupation of the Building as contemplated in Section 18;

   c. All unexpired lease and rental agreements with tenants, if any, leasing or occupying any part of the Real Property, including parking spaces (collectively the "Tenant Leases"), including lease documents, rent rolls, other documents and information relating to tenants, security deposits and accounts receivable. Notwithstanding the foregoing, Seller shall retain all Tenant Leases related to its occupation of the Building as contemplated in Section 18;

   d. All of Seller's interest in any agreement, contract, option, lease, commitment, license, undertaking or other legally binding contractual rights expressly approved and assumed by Buyer in writing which pertain to the Project (collectively with the Tenant Leases, hereafter referred to as the "Assumed Contracts"). Notwithstanding the foregoing, Seller shall retain all Contracts and Tenant Leases related to its occupation of the Building as contemplated in Section 18;
extension shall require the Buyer to deposit the following sums with the Title Company for immediate release to Seller:

- The amount of Twenty Thousand and no/100 Dollars ($20,000.00) shall be deposited as earnest money ("Earnest Money") with Texas Legacy Land Title, ATTN: Shalmarie Permenter, 5701 Times Square Blvd. #150, Amarillo, Texas 79119, Phone (806) 374-3388, shalmarie@texaslegacylandtitle.com (the "Title Company"). Buyer reserves the right to change the title company at any time. The Earnest Money shall be non-refundable and released to Seller but applicable to the Purchase Price. Within one-hundred (100) days after the Effective Date, if this Contract shall be in effect and shall not have been terminated by Buyer after expiration of the fourteen (14) days, the Earnest Money shall be non-refundable and released to Seller but applicable to the Purchase Price. Within one-hundred (100) days after the Effective Date, if this Contract shall be in effect and shall not have been terminated by Buyer, an additional amount of Twenty Thousand and no/100 Dollars ($20,000.00) shall be deposited with the Title Company and immediately released to Seller, which shall be non-refundable but applicable to the Purchase Price. If this Contract shall be in effect and shall not have been terminated by Buyer, Buyer will deposit with the Title Company for immediate release to Seller additional Earnest Money of Forty Thousand and no/100 Dollars ($40,000.00) upon the earlier of July 1, 2019, or upon receipt of receipt of the Tax Credit award letter, whichever occurs first, which shall be non-refundable but applicable to the Purchase Price. The remainder of the Purchase Price will be paid at Closing in cash, or other immediately available funds, subject to adjustments and according to the instructions set forth in this Contract.

Buyer may apply for state and federal housing tax credits, historic tax credits and/or other incentives ("Tax Credits") in approximately January, 2019, with tax credits typically awarded on a competitive basis several months thereafter by written notice to applicants. Receipt of written notice of a Tax Credit Award by Buyer is referred to in this Contract as the "Tax Credit Award Date." Buyer shall have the period of time beginning on the Effective Date and ending one hundred fifty (150) days after the Effective Date (the "Due Diligence Period") to determine to Buyer’s satisfaction the viability of the Project for its intended use. Closing shall occur within ten (10) days after expiration of the Due Diligence Period unless the date for Closing is extended as otherwise provided in this Agreement. Buyer shall have the right to inspect the Project through Closing and Seller shall afford to Buyer and its agents reasonable access to the Project Assets upon reasonable notice so as to afford Buyer full opportunity to make such review, examination and investigation of such Project Assets as Buyer determines are reasonably necessary in connection with the consummation of the transactions contemplated hereby. Buyer, in its sole discretion, can terminate this Contract by giving notice to Seller on or before the expiration of the Due Diligence Period. Buyer shall have access to the Project at all times during the Due Diligence Period to make or cause to be made surveys, tests, studies, inspections and investigations. This Contract, and Buyer’s obligation to Close, is contingent upon Buyer receiving the Tax Credits and other satisfactory financing.

If the Buyer elects to terminate this Contract during the initial Due Diligence Period, the Earnest Money paid by Buyer shall be retained by Seller unless Seller shall be in breach or default under this Contract or any representation or warranty made by Seller shall be materially untrue. If Buyer determines that additional time is needed to Close, the Closing can be extended in one month increments ("Extended Closing Period") for up to eight (8) additional months. Each monthly extension shall require the Buyer to deposit the following sums with the Title Company for immediate release to Seller:
For extensions 1-3, Buyer shall pay Ten Thousand and No/100 Dollars ($10,000.00) each; for extensions 4-6, Buyer shall pay Twenty Thousand and no/100 Dollars ($20,000.00) each; and for extensions 7-8, Buyer shall pay Thirty Thousand and no/100 Dollars (30,000.00) each, all of which shall be non-refundable, but applicable to the Purchase Price.

At the Closing, Seller shall deliver possession of the Project to Buyer in substantially the same condition as existed on the last day of the Due Diligence Period. Buyer shall have the right to reinspect the Project prior to the Closing. If the Project, or any part thereof, since the last day of the Due Diligence Period has substantially deteriorated or been damaged, or if since the last day of the Due Diligence Period Seller has caused hazardous substances or pollution to be located on or affect the Project, Buyer may terminate this Contract and receive a prompt refund of any sums paid to Seller or into escrow.

3. Conveyance of Project Assets. The Seller will sell, convey, transfer and deliver to Buyer fee simple title to all of the Project Assets, free and clear of any and all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, security interests or impositions, except Permitted Title Exceptions described below. Title to the Real Property shall be conveyed to Buyer by warranty deed (acceptable to Buyer and the Title Company) on the Closing Date conveying to Buyer all of the Real Property free and clear of any and all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, security interests or impositions, except Permitted Title Exceptions. Possession and the risk of loss of the Project will pass from the Seller to the Buyer at Closing. Title to the Personal Property Assets shall be conveyed by Bill of Sale. All other Project Assets shall be transferred to Buyer as Buyer shall request.

4. Title Insurance and Survey. At Closing, Seller shall deliver to Buyer at its expense an owners ALTA extended title insurance policy (2006 version or other version requested by Buyer) insuring marketable fee simple title of the Real Property in Buyer in the amount of the Purchase Price as of the time and date of recordation of Seller’s Warranty Deed, subject only to the such exceptions as expressly agreed by Buyer (“Permitted Exceptions”). Upon receipt of notice from Buyer, Seller shall as soon as possible thereafter obtain a current commitment from the Title Company to issue the policy (the “Title Commitment”) and provide complete, accurate and legible copies of any documents shown as exceptions in the Title Commitment (“Exception Documents”). Within 30 days after the Effective Date, Seller shall deliver to Buyer the following to the extent they are in Seller’s possession or control: any existing site plans, surveys, soil and substrata studies, plans and specifications, engineering plans and studies, environmental studies, replatting results, landscape plans, Tenant Leases and related tenant documents and information, and other plans, diagrams or studies of any kind in Seller’s possession or control which affect the Project; any notices of violations affecting the Project issued by any governmental authority received by Seller or of pending litigation affecting the Project; the Warranties; any agreements, contracts, Assumed Contracts, leases, Tenant Leases, licenses, the Plans, covenants, or restrictions affecting the Project, its use, operation, occupancy or maintenance; the Books and Records. (collectively the “Seller’s Documents”). Buyer shall have the right to obtain at its own expense a current survey of the Project ("Buyer’s Survey"). Buyer shall have the Due Diligence Period in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment, Exception Documents, Buyer’s Survey or Seller’s Documents. Seller will use its reasonable best efforts to cooperate with Buyer in the removal of standard and customary exceptions from the title policy. With regard to items to which Buyer does object prior to expiration of the Due Diligence Period, Seller shall have ten (10) days after receipt of Buyer’s objections in which to advise Buyer of Seller’s intent to not cure such objections. Seller shall have absolute discretion not to cure Buyer’s objections and Seller’s election not to cure will not amount to breach or default of this Agreement.

5. Prorations. Buyer and Seller agree that the following items associated with the Project shall be prorated as of the Closing Date, with Seller to be responsible for and to receive the benefit of the same for all periods prior to the Closing Date, and Buyer to be responsible for and to receive the benefit of the same as of and after the Closing Date: (a) real and personal property taxes and assessments, including street and road assessments; (b) water, sewer and other similar types of taxes and installment or special benefit assessments; (c) electric, gas, telephone and other utility charges; (d) rentals under leases (both written and oral) assigned to and assumed by Buyer; (e) charges under maintenance, service and other contracts assigned to and assumed by Buyer; (f) fees under environmental permits and licenses assigned to and assumed by Buyer; and (g) any prepaid general liability and casualty insurance premiums for the Project attributable to periods from and after the Closing Date.

6. Condemnation and Risk of Loss. If, before Closing, all or any part of the Project is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Project or any part thereof, or if all or any part of the Project is destroyed or damaged, including after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event, Buyer may reinspect the Property and may, by written notice to Seller within thirty (30) days after receiving Seller’s notice, terminate this Agreement. Unless this Agreement is so terminated, it shall
remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller’s right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. The provisions of this paragraph shall survive Closing or termination of this Agreement.

7. **Affirmative Covenants of Seller.** Seller agrees: to conduct its business with respect to the Project Assets in the usual, regular and ordinary course as presently conducted and consistent with past practice; maintain the Project Assets in at least as good a condition as their current condition, reasonable wear and tear excepted; not mortgage, pledge, sell or dispose of any such Project Assets; comply in all material respects with all applicable laws that relate to or affect any Project Assets; pay or escrow (and assign any escrow to Buyer at Closing) all taxes with respect to Seller or the Project Assets as and when they become due; maintain or cause to be maintained fire and extended coverage insurance in the same amount and coverage as currently exists; provide prompt notice to Buyer of any material adverse development. Seller shall indemnify and hold Buyer, its managers, members, agents and employees harmless from any and all claims, actions and damages, from whatever cause, in any way arising from Seller’s failure to meet its covenants under Section 7. This paragraph shall survive termination of this Contract and closing of this transaction.

8. **Warranties, Covenants and Representations.** Seller warrants, covenants and represents the following to Buyer as of the Effective Date, each of which shall survive Closing and not be merged into the deed; the undersigned are authorized to sign on behalf of all Sellers of the Project as of the Effective Date Seller owns, and immediately prior to Closing Seller will own, good valid and marketable title to the Project Assets;

Buyer warrants, covenants, and represents the following to Seller as of the Effective Date: that the undersigned is authorized to sign on behalf of Buyer; and that as it relates to obtaining Tax Credits, financing, and any other efforts necessary to Close, Buyer will make the Project its exclusive project in the Lubbock-Amarillo Region.

9. **Environmental Indemnity.** To the best of Seller’s knowledge, the Project is not listed nor to the best of Seller’s knowledge threatened to be listed on the National Priorities List by the Environmental Protection Agency or any other applicable governmental or quasi-governmental authority having jurisdiction thereof.

10. **Closing, Possession.** Closing shall take place on a date mutually agreed by the parties following the Due Diligence Period, as may be extended by Buyer. At Closing, Seller shall execute and deliver a Warranty Deed transferring and conveying to Buyer marketable fee simple title to the Property, subject only to such exceptions approved by Buyer; a non-foreign affidavit and customary owner’s title affidavit. Seller shall pay the cost of the title insurance commitment, and Buyer shall pay the premium for the title insurance policy and any endorsements to the title insurance policy, and any escrow fees. Possession of the Property shall be delivered to Buyer at Closing. Notwithstanding any other provision, Closing is subject to Buyer obtaining Tax Credits and other financing satisfactory to Buyer.

11. **No Assumption of Liabilities.** Except for contracts and obligations expressly assumed by Buyer, Buyer does not and will not assume any liability or obligation of any kind of Seller. Buyer expressly excludes liability for, without limitation, all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever owed by Seller, including any interest, penalty, or additions, whether disputed or not.

12. **Default and Remedies; Attorney’s Fees.**
   a. In the event that Seller fails to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, and if Buyer is not then in default of its material obligations or agreements contemplated hereby, Buyer may (i) specifically enforce this Contract as it relates to delivery of title, or (ii) terminate this Contract by giving written notice of termination to Seller and receive a full refund of any money deposited.
   b. If Seller is not then in default of any of its material obligations or agreements, and Buyer fails to perform any of the covenants and/or agreements contained herein which are to be performed by Buyer, then, as Seller's exclusive remedy, Seller may retain the Earnest Money.

13. **Brokerage Relationship Disclosure.** Buyer represents and warrants it is represented by Alison Blalock of WestMark Commercial, as its broker or agent. Seller represents and warrants that it is not represented by an agent or broker. Buyer agrees to pay its Broker.
14. **Time of Essence.** TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE.

15. **Notices.** Notice may be sent by mail, hand-delivery, or private courier to the respective parties at the address provided herein or commonly used by a party.

16. **Miscellaneous.** This Contract shall be binding upon and inure to the parties and their respective heirs, executors, administrators, successors and assigns. Buyer may freely assign this Contract. This Contract shall be governed by the laws of the state in which the Real Property is located. This Contract constitutes the entire understanding between the parties hereto and supersedes any and all prior agreements between the parties hereto. This Contract may be amended only by a writing signed by both Buyer and Seller.

17. **Conditions Precedent to Obligations to Close.** Buyer’s obligation to close is subject to the following: Seller’s representations and warranties shall be true, correct and complete in all respects; Seller’s obligations under this Contract shall have been met; there shall not be in effect any law, order, directive or regulation of any governmental authority restraining, enjoining or otherwise preventing consummation of the transactions contemplated by this Contract; the Project shall not have been materially and adversely affected by reason of any loss, taking, condemnation, destruction or physical or other damage; Buyer’s receipt of Tax Credits and other financing satisfactory to Buyer; and Buyer and Seller shall have entered into a definitive lease, pursuant to the terms of section 18. Seller’s obligation to close is subject to the following: Buyer’s obligations under this Contract shall have been met; and Seller shall have obtained any consents or approvals necessary for Seller to meet its obligations under this Contract which shall be obtained no later than twenty-four (24) days after the Effective Date.

18. **Lease.** The terms of this section shall survive Closing and shall not be merged into the deed. In consideration of Buyer’s purchase of the Project Assets, Seller agrees to enter into a definitive NNN (triple net) lease (“Lease”) for a term of ten (10) years (“Initial Lease Term”) for the following space in the NTS Communications Building (the “Building”): Seller’s existing suites on floors 2, 3, and the roof; access to the roof for Seller’s use including for any existing and future sub-leases (except that Buyer shall have access to the roof for HVAC to the extent is does not interfere with Seller’s use as of the Lease Date and for a period of 5 years from the Lease Date, Seller’s future roof leases will not violate National Park Service standards); utility and fiber access to and from the property line into and throughout the Building sufficient to accommodate Seller and Seller’s existing and future sub-tenant(s) existing and future use (except parts reserved by Buyer for mechanical, maintenance, elevator, utilities and similar needs which shall in no event interfere with Seller’s use of the Leased Premises); all areas used by Sellers for generators and HVAC as of the Lease Date; and continued access to parking consistent with Seller’s use as of the Effective Date (20 spaces in the north parking lot directly adjacent to the Building) (collectively the “Leased Premises”). Seller shall also have shared use of all common areas. The Lease shall be “as-is” and without warranty by landlord. Base Rent for the Initial Lease Term shall be $12 per square rentable foot (limited to the square footage for Seller’s suites on floor 2 - 7,000 sq. ft., and floor 3 - 6,950 sq. ft.), plus expenses applicable to the Leased Premises (including utilities, taxes and insurance). Seller shall vacate floors 7-20 within thirty (30) days after Closing and shall vacate floors 1, 4, 5, and 6 within one-hundred twenty (120) days after Closing. Seller’s occupation of floors 1, 4, 5, and 6 shall be rent free. Provided Seller is in compliance with the Lease and not in default, Seller have two (2) five (5) year options to renew the Lease provided Seller gives notice of intent to exercise the option at least ninety (90) days prior to the end of the current term (Option Lease Term). The rent during the Option Least Term shall be equal to the Base Rent plus an increase of 1.5% per year. During the Initial Lease Term and any Option Lease Term of the lease, Buyer will not be permitted to lease space in the Building to Seller’s competitors other than for purposes of providing communications services to tenants within the Building. The parties agree to negotiate in good faith to reach agreement on the remaining terms of the Lease prior to Closing. The parties agree that provisions for tenant’s representations, warranties, indemnities, events of default, insurance, signage, security deposits, late payment fees, limitations on alterations, limitations on assignments, and insurance requirements and landlord’s remedies and rules and regulations, as well as any tenant or landlord improvements agreed upon, shall be included in the Lease. The parties agree that Buyer will not make any modifications improvements to the Building which would unreasonably interfere with Seller’s continued use of floors 2 and 3. These modifications and improvements would include but are not limited to an interior stairwell and penetrations for water, plumbing, HVAC, and other utilities. Buyer will pay no broker commissions with respect to the Lease. The Lease shall be executed by Buyer and Seller at Closing.
PER BUILDING PLANS:
The "Development" is:
Part of basement & 1st floor
all of floors 4-18.

Commercial space is:
Part of basement & 1st floor
2nd & 3rd floors are to be leased to commercial user
19th & 20th floors are to be sold to commercial user
- bps
IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date above.

SELLER:

NTS MANAGEMENT COMPANY, LLC
a Texas corporation

By: __________________________ Date

Name/Title: Bill Morrow, Manager

E-Mail: bill.morrow@ntscom.com

BUYER:

INTERSTATE HOLDINGS, LLC, a Missouri limited liability company

By: __________________________ Date

Manager

E-Mail: atty@mrecapital.com
IN WITNESS WHEREOF, the parties have executed this instrument as of the Effective Date above.

SELLER:

N T S MANAGEMENT COMPANY, LLC
a Texas corporation

By: [Signature] 12-29-18

Name/Title: Bill Morrow, Manager

E-Mail: bill.morrow@ntscom.com

BUYER:

INTERSTATE HOLDINGS, LLC, a Missouri limited liability company

By: [Signature]  

Manager Date  

E-Mail: atty@mrecapital.com
Escrow Agent Receipt for:

Buyer- Interstate Holdings, LLC

Seller- NTS Management Company, LLC

Property: 1220 Broadway, 1219 Broadway, 1301 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

- X A. The Purchase and Sale Agreement 12-31-18
- B. Earnest Money in the amount of $___________

Texas Legacy Land Title, LLC

By: ___________________________ Date: 12/31/18
Escrow Agent Receipt for:

Buyer- Interstate Holdings, LLC

Seller- NT S Management Company, LLC

Property: 1220 Broadway, 1219 Broadway, 1301 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

A. The Purchase and Sale Agreement

X B. Earnest Money in the amount of $20,000.00

01-04-19

Texas Legacy Land Title, LLC

By: ____________________________  Date: ___________
Escrow Receipt for:

Buyer: Interstate Holdings, LLC fbo Metro Tower Housing Partners, LP

Seller: N T S Management Company, LLC

Property: 1220 Broadway, 1219 Broadway, 1310 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

   _ A. The Purchase and Sale Agreement
   x B. Earnest Money in the amount of $20,000.00.

Texas Legacy Land Title, LLC

By: ___________________________       Date: 4/2/19
OFFICE LEASE

This Lease is entered into between Metro Tower Housing Partners, LP ("Landlord"), a Texas limited partnership, with its principal offices at 10777 Barkley St., Suite 140, Overland Park, Kansas 66211 and NTS Communications, Inc., ("Tenant"), a Texas corporation with its principal offices at 1220 Broadway, Lubbock, Texas 79401.

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord space within the Metro Tower, 1220 Broadway, Lubbock, Lubbock County, Texas ("Building"), legally described on Exhibit A attached to this lease, and made a part of this lease for all purposes.

Leased Premises

Tenant’s Leased Premises shall include the entirety of floors 2, 3, and the roof (except that Landlord shall have access to the roof for HVAC to the extent it does not interfere with Tenant’s use as of the Effective Date); access to the roof for Tenant’s use including for any existing and future sub-leases (and for a period of 5 years from the Effective Date, Tenant’s future roof leases will not violate National Park Service standards); utility and fiber access to and from the property line into and throughout the Building sufficient to accommodate Tenant and Tenant’s existing and future sub-tenant(s) existing and future use (except parts reserved by Landlord for mechanical, maintenance, elevator, utilities and similar needs which shall in no event interfere with Tenant’s use of the Leased Premises); all areas used by Tenant for generators and HVAC as of the Effective Date; and continued access to parking consistent with Tenant’s use as of the Effective Date (20 spaces in the north parking lot directly adjacent to the Building) (collectively the "Premises" or "Leased Premises"). The total rentable square feet of the Premises shall be limited to the square footage for Tenant’s suites on floor 2 – 7,000 sq. ft., and floor 3 – 6,950 sq. ft.

Tenant shall vacate floors 7-20 within thirty (30) days after the Effective Date. Tenant shall vacate floors 1, 4, 5, and 6 within one-hundred twenty (120) days after the Effective Date.

Rent

Base Rent during the initial Term shall be the sum of $1,674,000, without setoff, deduction or demand, payable in monthly installments of $13,950, payable in advance on the 1st day of each month.

Additional Rent

Tenant shall pay as Additional Rent a pro-rata share for “Taxes” and “Insurance Premiums.” Taxes are defined as all taxes, assessments, and other sums charged by any governmental or other taxing authority which accrue on the Building for each calendar year (or portion thereof). “Insurance Premiums” shall mean the total annual insurance premiums which accrue on all commercially reasonable insurance Landlord carries with respect to the Building during the Term. Tenant’s pro-rata share of Taxes and Insurance Premiums is 11.9%, payable in monthly installments.
Term of Lease

The term of the Lease is ten (10) years, beginning on the date Landlord completes its purchase of the Building (the Effective Date), unless terminated sooner or extended as provided in this Lease. Tenant shall have two (2) options to renew for five (5) years each on the same terms and conditions, except that Base Rent shall increase by 1.5% per year during any option period. Tenant may exercise an option by providing Landlord with notice not less than ninety days prior to expiration of the then current Term.

Texas Law to Apply

This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Lubbock County, Texas.

Additional Provisions

The parties agree to negotiate in good faith to reach agreement on the remaining terms of the Lease prior to the Effective Date consistent with Section 18 of the Purchase Agreement between N.T.S. Management Company, LLC and Interstate Holdings, LLC, a copy of which is attached to this Lease as Exhibit B. In the event of any conflict between the terms of this Lease and those contemplated in Section 18 of Exhibit B, then the terms of Exhibit B shall control. Furthermore, in the event the parties are unable to reach agreement on the remaining terms of the Lease prior to the Effective Date or in the event Landlord’s purchase of the Building is not completed, this Lease shall be null and void.

Execution

LANDLORD

Metro Tower Housing Partners, LP

By __________________________

Title: James M. Moore, Manager

Date: 2/27/19

TENANT

NTS Communications, Inc.

By __________________________

William E. Morrow, President

Date: 2/27/19
REAL ESTATE CONTRACT

SELLER: Metro Tower Housing Partners, LP,  
a Texas limited partnership  
10777 Barkley St., Suite 140  
Overland Park, Kansas 66211

BUYER: HP Investments, II, LLC,  
a Missouri limited liability company  
10777 Barkley St., Suite 140  
Overland Park, KS 66211

EFFECTIVE DATE: January 25, 2019

WHEREAS, Seller is, or will be prior to Closing, the owner of the real estate and improvements, including the NTS Communications Building (the “Building”) located at 1220 Broadway, Lubbock, Texas, along with affiliated parking areas located at 1219 Broadway, Lubbock, Texas, 1301 10th St, Lubbock, Texas and 1402 Main Street, Lubbock, Texas (collectively, the “Parcel”); and

WHEREAS, Buyer desires to purchase and Seller desires to sell the 19th and 20th floors of the Building (hereafter referred to as the “Property”) pursuant to the following terms and conditions.

1. Sale and Purchase. Seller agrees to sell, convey and assign and Buyer agrees to purchase, accept and assume on the terms hereafter stated all of Seller’s right, title and interest in and to the Property, together with all and singular the rights and appurtenances pertaining to the Property, and all right, title and interest of Seller in and to parking, adjacent streets, easements, and rights of way (collectively the “Property”), the legal description of which is attached hereto as Exhibit A. The exact legal description shall be finally determined by survey. The Property shall include the rights of Buyer and its invitees to use the parking areas of the Parcel in such manner as the Buyer and Seller shall agree.

2. Purchase Price and Payment. The purchase price (“Purchase Price”) is Two Hundred Ninety Two Thousand Four Hundred Twenty Seven and no/100 Dollars ($292,427.00), payable at Closing subject to adjustments and conditions herein.

3. Due Diligence. Until Closing (the “Due Diligence Period”), Buyer shall have the right to enter upon and inspect the Property to determine that it is acceptable for the use intended. Seller shall make the Property available to Buyer and its representatives to make or cause to be made tests, studies, inspections and investigations. If Buyer determines, within the Due Diligence Period, that the Property is not suitable for the use intended. Buyer may elect to terminate this Contract by written notice to Seller, whereupon, the Earnest Money shall be returned to Buyer, and neither party shall have any further obligations hereunder.

4. Title Insurance. Buyer may obtain at its expense a commitment (the “Title Commitment”) for a standard Owners Title Insurance Policy (Owner’s Policy ALTA 6-17-06), insuring marketable fee simple title in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions defined below. In addition, Buyer shall have the right to obtain at its own expense a current survey of the Property (“Buyer’s Survey”). Buyer shall have the Due Diligence Period in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment, Buyer’s Survey or Seller’s Documents. Any matters which are set forth in the Title Commitment and Buyer’s Survey and to which Buyer does not object prior to Closing shall be deemed to be permitted exceptions to the status of Seller’s title (the “Permitted Exceptions”). Seller shall have ten (10) days after receipt of Buyer’s objections in which to advise Buyer of Seller’s intent to not cure any objections. If Seller advises Buyer that Seller is unwilling to cure the objections, Buyer shall have the right to terminate this Contract, in which event the Earnest Money will be returned to Buyer. If Seller has not so advised Buyer within such ten (10) day period, Seller shall cure the objections.

5. Taxes and Assessments. Seller shall pay all real estate taxes, impositions and special assessments for the Property for the period prior to Closing. Such real estate taxes and special assessment for the year of closing shall be prorated between Seller and Buyer. If the actual amount of current general real estate taxes is not known, the amount to be prorated shall be the amount of general real estate taxes for the next preceding tax year.

6. Condemnation and Risk of Loss. If, prior to Closing, the Property or any of the improvements on the Property shall be damaged, this Contract may be terminated by Buyer. If any portion of the Property shall be taken or
threated to be taken under the power of eminent domain. Seller shall immediately give Buyer notice of same and the
nature and extent thereof and Buyer may terminate this Contract. If Buyer does not terminate this Contract, this Contract
shall remain in full force and effect and Buyer shall receive all condemnation proceeds payable by reason of such taking
with respect to the Property. If Buyer does terminate this Contract, the Earnest Money shall be returned to Buyer.

7. Buyer's Conditions to Closing. Buyer's obligation to Close on this purchase shall be subject to Seller
closing on the purchase of the Parcel.

8. Closing. Possession. Closing shall take place concurrently with the purchase of the Parcel by Seller, unless
otherwise established by Buyer and Seller. At Closing, Seller shall execute and deliver to Buyer a Special Warranty Deed,
transferring and conveying to Buyer marketable fee simple title to the Property, subject only to the Permitted Exceptions; a
non-foreign affidavit, in customary form, certifying that Seller is not a foreign person; a customary owner's title affidavit as
may be required by the Title Company, and other documents required by the Title Company, in order to issue the owner's
policy of title insurance. Seller and Buyer shall each pay one-half of the premium cost for the owner's policy of title
insurance and one-half of any escrow charges or fees charged by the Title Company and other closing costs typically paid
by sellers and buyers, respectively, in the county. Possession of the Property shall be delivered to Buyer at Closing.

9. Default and Remedies. If Seller fails to perform any of the covenants and/or agreements contained herein
which are to be performed by Seller, Buyer may, at its option, either (i) specifically enforce this Contract, or (ii) terminate this
Contract by giving written notice of termination to Seller and receive a full refund of any money deposited. If Buyer fails to
close the transaction contemplated hereby, then, as Seller's exclusive remedy, Buyer shall pay to Seller the sum of One
Thousand Dollars ($1,000.00) as liquidated damages,

10. Brokerage Relationship Disclosure. Each party represents that it is not represented by an agent or broker,
and that no agent or broker commission is owed to any person as a result of this transaction. Seller agrees to indemnify
Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, court costs
and reasonable attorneys’ fees) paid or incurred by Buyer by reason of any claim to any broker’s, finder’s or other fee in
connection with this transaction by any party claiming by, through or under Seller. Buyer agrees to indemnify Seller and
hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, court costs and
reasonable attorneys’ fees) paid or incurred by Seller by reason of any claim to any broker’s, finder’s or other fee in
connection with this transaction by any party claiming by, through or under Buyer.

11. Time of Essence. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS
CONTRACT.

12. Notices. All notices shall be mailed, addressed, sent or delivered, to the parties at the addresses first
written above or such other address as may be specified by notice given pursuant hereto. Notices may be transmitted by: (i)
certified United States mail addressed to the other party's Notice Address specified above; or (ii) a nationally recognized
overnight delivery service addressed to the other party's Notice Address specified above; or (iii) personal delivery to a
person authorized to accept notices at the other party's Notice Address specified above. Delivery shall be as follows: notice
given by certified United States mail, on the second regular postal day next following the date of mailing; notice by
nationally recognized expedited overnight service on the first business day after delivery to the service; or by personal
delivery upon actual receipt of such notice. Notices may also be given by e-mail to an address commonly used by a party,
including any e-mail address disclosed by a party herein. Notice given by e-mail shall be deemed given when the e-mail is
sent.

13. Miscellaneous. This Contract shall be binding upon and inure to the parties and their respective heirs,
executors, administrators, successors and assigns. A party may assign its rights and obligations under this Contract and
shall provide notice thereof to the other party. This Contract shall be governed by the laws of the state of Texas. This
Contract may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which
taken together shall constitute only one agreement. Both parties shall do and perform such other and further acts as are
reasonably necessary so as to effectuate their intentions as herein expressed. The failure of either party to insist upon strict
performance by the other party of
..this Contract shall not be deemed a waiver of any of such party's rights or remedies and shall not be deemed a waiver of
any subsequent breach or default by the other party. This Contract constitutes the entire understanding between the parties
hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto. This
Contract may be amended only by a writing signed by both Buyer and Seller.

[signatures appear on the following page(s)]
IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date first written above.

SELLER:

METRO TOWER HOUSING PARTNERS, LP
a Texas limited partnership

By: [Signature]
Title: Manager

BUYER:

HP INVESTMENTS, II, LLC,
a Missouri limited liability company

By: [Signature]
Title: Manager
EXHIBIT A
Legal Description

TRACT I: LOT SIX (6), LOT SEVEN (7), LOT EIGHT (8), and LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT II: LOT ONE (1) and LOT TWO (2), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT III: LOT SIXTEEN (16), LOT SEVENTEEN (17), LOT EIGHTEEN (18), LOT NINETEEN (19) and LOT TWENTY (20), BLOCK ONE HUNDRED (100), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT IV: LOT ONE (1), LOT TWO (2), LOT THREE (3), LOT FOUR (4) and LOT FIVE (5), BLOCK ONE HUNDRED THIRTY-ONE (131), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT V: LOT FOURTEEN (14) and LOT FIFTEEN (15), and a portion of LOT THIRTEEN (13), BLOCK NINETY-NINE (99), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 and in Volume 101, Page 348 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found at the original Southeast corner of said Lot 15, Block 99, Original Town of Lubbock;

THENCE West, along the South line of said Lots 15, 14 and 13 and the North right-of-way line of Main Street, a distance of 62.5 feet to a found 1/2" iron rod with cap;

THENCE North a distance of 115 feet to a 1/2" iron rod with cap found in the South line of a 20 foot alley;

THENCE East, along the North line of said Lots 13, 14 and 15, and said South line of a 20 foot alley, a distance of 62.5 feet to a 1/2" iron rod with cap found in the West right-of-way line of Avenue "M" at the Northeast corner of said Lot 15;

THENCE South, along said West right-of-way line of Avenue "M" and the East line of said Lot 15, a distance of 115 feet to the Point of Beginning.
Escrow Receipt for:

Buyer: HP Investments, II, LLC

Seller: Metro Tower Housing Partners, LP

Property: 1220 Broadway, 1219 Broadway, 1310 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

_x_ A. Purchase Contract 19th and 20th Floors - Lubbock - HP Investments, II, LLC FULLY EXECUTED

_ _ B. Earnest Money in the amount of __________.

Texas Legacy Land Title, LLC

By: [Signature]

Date: 1/25/19
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE CO.

SCHEDULE A

Effective Date:  December 28, 2018, 7:00 am

Commitment No. _______________________, issued January 11, 2019, 3:36 pm

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $3,300,000.00
      PROPOSED INSURED: Metro Tower Housing Partners, LP

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: 
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount:
      PROPOSED INSURED:
      Proposed Borrower:

   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   N.T.S. MANAGEMENT COMPANY, L.L.C., a Texas limited liability company
4. Legal description of land:

TRACT I: LOT SIX (6), LOT SEVEN (7), LOT EIGHT (8), and LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

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BEGINNING at a 1/2" iron rod with cap found at the original Southeast corner of said Lot 15, Block 99, Original Town of Lubbock;

THENCE West, along the South line of said Lots 15, 14 and 13 and the North right-of-way line of Main Street, a distance of 62.5 feet to a found 1/2" iron rod with cap;

THENCE North a distance of 115 feet to a 1/2" iron rod with cap found in the South line of a 20 foot alley;

THENCE East, along the North line of said Lots 13, 14 and 15, and said South line of a 20 foot alley, a distance of 62.5 feet to a 1/2" iron rod with cap found in the West right-of-way line of Avenue "M" at the Northeast corner of said Lot 15;

THENCE South, along said West right-of-way line of Avenue "M" and the East line of said Lot 15, a distance of 115 feet to the Point of Beginning.

Note: The Company does not represent that the above square footage or acreage calculations are correct.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney’s fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   **APPLIES TO TRACT I ONLY:** Volume 1163, Page 25, Deed Records of Lubbock County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

   a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

   b. APPLIES TO TRACT I ONLY: Subject to that certain Conveyance of Airspace recorded in Volume 1163, Page 25, Deed Records of Lubbock County, Texas.

   c. Rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property, including but not limited to that certain Lease Agreement described in Memorandum recorded in Document No. 2014003575, Official Public Records of Lubbock County, Texas, only to the extent same may continue to be valid based upon subsequent amendments or terms within said unrecorded lease providing renewal options, the terms of which lease are incorporated by reference in said Memorandum.

   d. Rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

   e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (Note: Upon receipt of a survey acceptable to the Company, this exception will be deleted. The Company reserves the right to add additional exceptions per its examination of said survey).

   f. APPLIES TO OWNER'S POLICY ONLY: Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property.

   g. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

   h. Easements, or claims of easements, which may or may not be filed of record.
SCHEDULE C

Your Policy will not cover loss, costs, attorneys’ fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic’s, laborer’s or materialmen’s liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. The name(s) of the purchaser(s)/borrower(s) INTERSTATE HOLDINGS, LLC, a Missouri limited liability company, have been checked for judgment liens protected under the terms of the Federal Debt Collection Procedures Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination. Further requirements may be necessary.

6. The Company will require the following:
   a. Submission for review of the Certificate of Organization or Certificate of Formation from the State of Texas Secretary of State showing that N.T.S. MANAGEMENT COMPANY, L.L.C., a Texas limited liability company, has been properly registered.
   b. Submission for review of a Certificate of Account Status from the Texas Comptroller of Public Accounts for said limited liability company.
   c. Submission for review of a copy of the Articles of Organization, Regulations, Company Agreement and all Amendments (if any) of said limited liability company in order to determine the authority of the members and/or managers of said limited liability company.
   d. A Certificate of Resolution(s) certifying that said limited liability company has authorized the contemplated transaction, and to confirm the authority of the members and/or managers who are authorized to act on behalf of the limited liability company in connection with said transaction. After review of said documents, the Company may have additional requirements.

7. If a loan policy is to be issued, the Company will require submission for review of the following:
   a. A Certificate of Organization (or similar document of formation) from the State of Missouri Secretary of State showing that INTERSTATE HOLDINGS, LLC has been properly registered.
   b. A copy of the Articles of Organization, Regulations, Company Agreement and all Amendments (if any) of INTERSTATE HOLDINGS, LLC in order to determine the authority of the members and/or managers of said limited liability company.
   c. A Certificate of Authority issued by the Texas Secretary of State for INTERSTATE HOLDINGS, LLC, a foreign limited liability company.
d. A Certificate of Account Status from the Texas Comptroller of Public Accounts for INTERSTATE HOLDINGS, LLC, a foreign limited liability company.

e. A Certificate of Resolution(s) certifying that the limited liability company has authorized the transaction, and to confirm the authority of the members and/or managers who are authorized to act on behalf of the limited liability company in connection with said transaction.

After review of said documents, the Company may have additional requirements

8. We will require that a Release of Lien be filed in the Official Public Records of Lubbock County, Texas, of the Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (Fixture Filing) dated September 5, 2014, and recorded in Document No. 2014032723, Official Public Records of Lubbock County, Texas, given to secure a promissory note in the original principal amount of $40,000,000.00, and a revolving line of credit in the original principal amount of $5,000,000.00 executed by N.T.S. Management Company, LLC, and payable to the order of Goldman Sachs BDC, Inc.

9. Vesting for the Real Property described in Schedule A:

Warranty Deed with Vendor’s Lien dated February 25, 1997, effective February 28, 1997, and recorded in Volume 5406, Page 244, Real Property Records of Lubbock County, Texas, from C. Rufus Gaut and Jean Gaut (Grantor) to N.T.S. MANAGEMENT COMPANY, L.L.C., a Texas limited liability company (Grantee).

10. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that you may request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company according to Procedural Rule P-2. On the Owner's Policy, you must pay an additional premium for the amendment according to Rate Rule R-16. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you. Title Company must be advised prior to closing if you choose to have the “area and boundary” exception amended.

11. The Texas Department of Insurance adopted Procedural Rule P-27 which requires that "GOODFUNDS" be received and deposited before a Title Company or Title Agent may disburse from its Trust Fund Account. GOOD FUNDS" is defined as (1) cash or wire transfers; (2) certified funds, including, certified checks and cashier's checks which are issued on a federally insured bank; (3) uncertified funds in amounts less than $1500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; PROVIDED MULTIPLE ITEMS SHALL NOT BE USED TO AVOID THE $1500.00 LIMITATION; and (4) uncertified funds in amounts of $1500.00 or more, drafts, and any other item when collected by the Financial Institution.
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

   **DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
   
   HARRINGTON BISCHOF  
   JAMES HELLAUER  
   DENNIS P. VAN MIEGHEM  
   RANDE K. YEAGER  
   STEVEN J. BATEMAN  
   JOHN M. DIXON  
   ARNOLD L. STEINER  
   JIMMY A. DEW  
   CHARLES F. TITTERTON  
   STEVE R. WALKER  
   A.C. ZUCARO  
   FREDERICKA TAUBITZ  
   DENNIS P. VAN MIEGHEM  
   JIMMY A. DEW  
   CHARLES F. TITTERTON  
   STEVE R. WALKER  
   A.C. ZUCARO  
   FREDERICKA TAUBITZ

   **OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
   
   MARK A. BILBREY, President  
   CURTIS J. HOFFMAN, Executive Vice President  
   DANA C. SOLMS, Executive Vice President  
   DANIEL M. WOLD, Exec. Vice President, Secretary, General Counsel  
   GARY J. HORN, Executive Vice President  
   CAROLYN J. MONROE, Executive Vice President  
   CHERYL JONES, Executive Vice President  
   CHRIS G. LIESER, Executive Vice President  
   RANDE K. YEAGER, Chairman and CEO  
   JEFFERY J. BLUHM, Executive Vice President  
   MARK M. BUDZINSKI, Executive Vice President  
   PATRICK A. CONNOR, Executive Vice President  
   MIKE TARPEY, Vice President, Treasurer  
   ROGER A. GAIO, Executive Vice President  
   ROBERT E. ZELLAR, Executive Vice President  
   MICHAEL B. SKALKA, Executive Vice President

   Shareholders owning, controlling or holding, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc. - 100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by Agent issuing this commitment: *Texas Legacy Land Title, LLC*

   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   Kerry Adair - 8.99%; Gray Matter Capital, Ltd. - 8.99%; 5701 Partners, LLC - 7%;  
   Shalmarie Permenter - 2.79%

   (b) A listing of each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent are as follows:

   Mark Mosley - 26.97%  
   Perry Williams - 26.97%

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:

   President & Director  
   Executive Vice President  
   Secretary  
   Treasurer
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
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<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Of this total amount: $___ (or 15%) will be paid to the policy issuing Title Insurance Company; $___ (or 85%) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.00%</td>
<td>Service Title Company</td>
<td></td>
</tr>
</tbody>
</table>

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by Commissioner of Insurance."

This Commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 210.601.3737 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

__________________________________________________________
SIGNATURE DATE
Multiple Site Information Form
Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1220 Broadway</td>
<td>48303000700</td>
<td>1.3</td>
<td>2/28/1997</td>
</tr>
</tbody>
</table>

**Street Address**

**City**

**Contact Name for Seller**

**Name of Seller Entity**

**Only list if owner has owned <36 mos.**

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

**Only list if owner has owned <36 mos.**

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>1220 Broadway</td>
<td>Lubbock</td>
<td>TX</td>
<td>79401</td>
</tr>
</tbody>
</table>

**Bill Morrow**

**NTS Management Company, LLC**

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? **No**

Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? **No**

If yes above, describe relationship: **na**

---

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Census Tract</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 1220 Broadway</td>
<td>BLK 117 L 1 &amp; 2 &amp; 6-9 ORIG T LUBBOCK</td>
<td>0.43</td>
</tr>
<tr>
<td>b. 1219 Broadway</td>
<td>BLK 131 L 15 ORIG T LUBBOCK</td>
<td>0.33</td>
</tr>
<tr>
<td>c. 1301 10th Street</td>
<td>BLK 100 L 16-20 ORIG T LUBBOCK</td>
<td>0.373</td>
</tr>
</tbody>
</table>

---

**Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?** **No**

**Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?** **No**

If yes above, describe relationship: **na**

---

**X**  Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Census Tract</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 1402 Main Street</td>
<td>BLK 99 L 14 15 &amp; E/2 OF 13 ORIG T LUBBOCK</td>
<td>0.187</td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: **1.32 acres total - bps**
Elected Officials
Elected Officials

- Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, the rest of the form may be left BLANK.)

- Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

- No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Senator</strong></td>
<td>District</td>
</tr>
<tr>
<td><strong>Support Letter</strong></td>
<td></td>
</tr>
<tr>
<td><strong>City Mayor</strong></td>
<td></td>
</tr>
<tr>
<td><strong>School Superintendent</strong></td>
<td>District Name</td>
</tr>
<tr>
<td></td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
</tr>
<tr>
<td><strong>Presiding officer of Board of Trustees</strong></td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
<tr>
<td><strong>District/Precinct</strong></td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>

While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

1/27/2019
Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

Organizations have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

No Pre-Application was submitted.

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>

1. Name of Organization | Contact Name | Address | City | Zip | Phone | Fax or Email |
2. Name of Organization | Contact Name | Address | City | Zip | Phone | Fax or Email |
3. Name of Organization | Contact Name | Address | City | Zip | Phone | Fax or Email |
4. Name of Organization | Contact Name | Address | City | Zip | Phone | Fax or Email |
5. Name of Organization | Contact Name | Address | City | Zip | Phone | Fax or Email |

1/27/2019
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

- No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

- I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.
- I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.
- I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.
- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.
- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

- Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification
By: Jacob Mooney
Signature of Applicant/Development Owner

Date
2/28/2019

Printed Name

Texas
Notary Public, State of

9/22/2020
My Commission expires

Travis
County of

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February 2019

Notary Public Signature

Seal

2/22/2019
Development Narrative
The proposed Development is: (Check all that apply)

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
<th>Adaptive Reuse</th>
</tr>
</thead>
</table>

If applicable

Previous TDHCA #
If Acquisition/Rehab or Rehab, original construction year: 1950

If Reconstruction,

<table>
<thead>
<tr>
<th>Units Demolished</th>
<th>Units Reconstructed</th>
</tr>
</thead>
</table>

Selection is based on funding from (select from list):

If Elderly is selected (10 TAC §11.1(d)(47)):

Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.

Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

Selection is based on funding from (select from list):

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

NOTE: Definition of "Elderly Development" has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.

The Target Population will be:

<table>
<thead>
<tr>
<th>General</th>
</tr>
</thead>
</table>

If Elderly is selected (10 TAC §11.1(d)(47)):

If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

Staff Determinations regarding definitions of development activity obtained?

Narrative

The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.

The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.

Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Metro Tower Lofts is an adaptive reuse of an existing 20-story office tower in downtown Lubbock. At this time only two floors are in used as office space for NTS, the current owner. NTS will continue to keep its offices in floors 2 through 3 of the building and will lease the space from the Limited Partnership. Floors 4 through 18 will be developed as tax credit housing along with a portion of the first floor for common amenity space. The top two floors will be owned by a separate entity for commercial use. Units proposed in floors 4 through 18 will be efficiencies, one and two bedroom units. All but 15 of the 89 units are reserved for households with income at or below 60% of the Median Income. The project will use state and federal historic tax credits as well as housing tax credits. To retain the historic integrity and qualify for historic tax credits no new walls may intersect with the window glazing. This creative solution by the architects is an open floor plan with large efficiencies, by definition, because the bedrooms don't have a door and walls interfering with the glazing.

If a revised form is submitted, date of submission: 2/28/2019
5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,256,699</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)**

Identify any and all set-asides the application will be applying under with an “x”.

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>USDA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>CHDO</td>
</tr>
<tr>
<td>USDA</td>
<td>SH/SR</td>
</tr>
<tr>
<td>CHDO</td>
<td>Preservation</td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds?  
No

Has this site/activity previously received TDHCA funds?  
No

If “Yes” Enter Project Number: ___________ and TDHCA funding source: ___________.

Has this site/activity previously received non-TDHCA federal funding?  
No

If yes, source: ___________.

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  
No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: ___________.

2/28/2019
Development Activities
Development Activities I

1. Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>89</td>
<td></td>
</tr>
</tbody>
</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]

A. Unit Sizes

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

OR:

na Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)

na Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

na Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

** Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6, see Tab 19 for Tenant Services scoring elections)

na Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

na Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207; 10 TAC §11.101(b)(8)]

na Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

Yes All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

and

na Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

Yes Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

2/24/2019
Development Activities Continued
Development Activities II

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
  - **Points claimed:** 6
  - Bedroom Size: 0, 1, 2, 3, 4
  - Square Footage: 550, 650, 850, 1,050, 1,250

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).*

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5)]

- At least 20 percent of all low-income Units at 30% or less of AMGI* Points claimed: 0
- At least 15 percent of all low-income Units at 40% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or Points claimed: 0
- At least 5 percent of all low-income Units at 30% or less of AMGI* Points claimed: 0
- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.
  * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will not appear on the Self Score tab.

3. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
  - **Points claimed:** 0
  - **Check Your Math!**
  - **Complete This Section!**
  - Total Number of Units at 50% or less of AMGI
  - Number of 30% Units used to score points under §11.9(c)(2)*
  - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - Percentage used for calculation of eligible points under §11.9(c)(1)

- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or Points claimed: 0
- Development proposed in all other areas.
  * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and Points claimed: 0
  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
  - The Average Income for the proposed Development will be 54% or lower (16 points).
  - The Average Income for the proposed Development will be 55% or lower (14 points).
  - The Average Income for the proposed Development will be 56% or lower (12 points).

- Development proposed in all other areas.
  - The Average Income for the proposed Development will be 55% or lower (16 points).
  - The Average Income for the proposed Development will be 56% or lower (14 points).
  - The Average Income for the proposed Development will be 57% or lower (12 points).

Application is seeking points for Income Levels of Residents. Points Claimed: 16

2/24/2019
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark **only one** box below:

- [ ] At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.  
  Points Claimed: 0
- [x] Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  
  Points Claimed: 11
- [ ] Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  
  Points Claimed: 0
- [ ] At least 5% of all low-income Units at 30% or less of AMGI  
  Points Claimed: 0

**Application is seeking points for Rent Levels of Residents.**

Points Claimed: 11

5. **Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]**

Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA.

- [x] Supportive Housing Development proposed by a Qualified Nonprofit  
  Points Claimed: 9
- [ ] All other Developments.  
  Points Claimed: 0
- [x] The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.  
  Points Claimed: 1

**Application is seeking points for Income level of Tenants.**

Points Claimed: 10

6. **Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(6); §13.6(6)]**

A HTC and MFDL Applicants pursuing these points must try to score first under item B below by committing an Existing Development, and then under item C below by committing the proposed Development. **Only if an HTC Applicant or Affiliate cannot meet the requirements of subparagraphs (B) or (C) may an HTC Application qualify for points under subparagraph (D). MFDL Applications that are not layered with 2019 9% HTC cannot elect to score points under subparagraph (D).**

B [x] Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Qualified Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC §8.4)

**Existing Development Name:** Residences at Solms Village  
**TDHCA #:** 12336

- [x] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.  
  Points Claimed: 2
- [ ] OR

C [ ] If not scoring under B above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

To establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B), the Application must include the information as described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet.

The packet must be uploaded along with but separate from the Application.

- [ ] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs;  
  AND
- [ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.  
  Points Claimed: 0
- [ ] OR

D [ ] If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

**4/29/2019**
The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

Other disqualifying factor (please explain)

Points Claimed: 2

Development is requesting Pre-Application Points.

Development will maintain a 35 year Affordability Period.

10. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

11. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]

Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.
Section 811 Project Rental Assistance Program “PRA” Certification

On behalf of the Applicant and all Affiliates of the Applicant (“Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance (“PRA”) program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs (“TDHCA”) Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract (“RAC”) and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, for a TDHCA approved Existing Development, or if authorized by TDHCA, for the awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, all marketing materials generated, including pictures and unit features, at the time the Owner Participation Agreement is signed and returned to TDHCA to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) understand, that even though the Owner or the Owner of the Existing Development will be required to execute an Owner Participation Agreement, TDHCA may never require the Development to execute a RAC and therefore the Development may not be required to serve Section 811 PRA tenants.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Development or the Development proposed in the Application is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of its decision concerning this application involving Section 811 PRA funds or the use of information concerning the 811 PRA Program.
I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to receive 811 PRA funds or until any issue of restitution is resolved.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or
other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) will at all times indemnify and hold the TDHCA harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) have written below the name of the individual(s) authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual(s) has the full authority and has been authorized by all of the Parties, Affiliates, or associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

**Property Condition Standards Certification**

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is or will be in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for compliance deficiency resolution within the timeframes mandated by the Texas Administrative Code Rules at 10 TAC Chapters 1, 2, 8, 10, and 11, or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.
Federal Cross-Cutting Certifications

The Federal Cross-Cutting Certifications that apply to the Development identified to receive the 811 PRA assistance include but are not limited to:

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.

a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

**Environmental**

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.
I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

**Energy and Water Conservation**

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

**Procurement of Recovered Materials**

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

**Housing Standards for Assisted Units**

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

**Eligibility and Threshold Certification**

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that the Development identified to receive the 811 PRA assistance must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15, 10 TAC Chapter 8 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305.

I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:
(1) obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 CFR. §5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(2) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(3) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance;

4) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(5) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, 10 TAC Chapters 1, 2, 8, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants’ participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation, if applicable. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use
restriction or contractual obligation to exclusively serve persons with disabilities or persons 62 and older.

I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms may be adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

**Management Practices Certification**

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of all unit vacancies until all Section 811 PRA units are occupied. I (We) certify that, after a RAC is executed, any available units of a type identified in the RAC will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be approved by TDHCA. TDHCA will consider lease addendums on a case by case basis and may opt to request approval from HUD. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (We) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and
Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are or will be familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.
I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants, and that requests for payment will be made from this System within 60 calendar days of a tenant’s initial move in date. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.

I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 calendar days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.
By: ____________________________

Signature of Authorized Representative

Sallie Burchett

Printed Name

Authorized Signer

Title

4/29/2019

Date

The State of Texas

County of Travis

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 2019

(Seal)

Notary Public Signature

ISABELLE ATKINSON
Notary Public, State of Texas
Comm. Expires 09-22-2020
Notary ID 13092662-9
February 20, 2019

Sophie Roark
Rosin Preservation, LLC
1712 Holmes
Kansas City, MO 64108

RE: Great Plains Life Insurance Co. Building, 1220 Broadway, Lubbock, Lubbock County, Texas

Dear Ms. Roark:

I have reviewed your recent inquiry regarding the Great Plains Life Insurance Co. Building in Lubbock. The building was designed by noted Texas architect David Castle and completed in 1955. It retains sufficient integrity and is eligible for listing in the National Register of Historic Places under Criterion C in the area of Architecture, as an excellent local example of midcentury skyscraper design by an important regional architect. The building should be considered as a “Certified Historic Structure” for the purpose of qualifying for HUD funding or credits through the Texas Department of Housing and Community Affairs.

If you have any questions, you may contact me at (512) 463-6013 or greg.smith@thc.texas.gov. Thank you for your interest in the National Register and in preserving Texas’ cultural heritage.

Sincerely,

Gregory Smith, National Register Coordinator
for Mark Wolfe
State Historic Preservation Officer
February 26, 2019

Margaret Holloway
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: 19088 Metro Tower Lofts 1220 Broadway Lubbock, Texas

Dear Ms. Holloway,

Rosin Preservation is representing Metro Tower Lofts in pursuing full historic designation for Metro Tower Lofts located at 1220 Broadway Lubbock, Texas. Please note that the historic name of the building is the Great Plains Life Insurance Company Building. This is the name that we used to apply for the preliminary historic certification from the Texas Historic Commission and accordingly the name the Texas Historical Commission (THC) used in its preliminary certification letter included with the developer’s application. Please feel free to contact me at 816-472-4950 if you have any questions.

Regards,

Sophie Roark
Rosin Preservation, LLC
1712 Holmes
Kansas City, MO 64108
816-472-4950
www.rosinpreservation.com
Existing Development Information
Not Applicable
Occupied Developments
Not Applicable
22 Architectural Drawings
ARCHITECTURAL DRAWINGS MUST BE SUBMITTED BEHIND THIS TAB [§11.204(b)(9)]

(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

- **Site Plan** which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

- **Residential Building floor plans** should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

- **Common Building floor plans** should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
  - For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

- **Unit floor plans** for each type of Unit:
  - must include the square footage of each type of Unit; and
  - must include floor plans for the accessible Units.

- Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

---

2/24/2019
The Metro Tower, also known as the NTS Tower, is an office high-rise building located in Lubbock, Texas. Completed in 1955, it is the tallest building in Lubbock at 274 feet (84 meters).[2] The 20-story building was originally known as the Great Plains Life Building after an insurance company that served as its first occupant. It suffered heavy damage in the 1970 Lubbock tornado, and sat vacant and derelict for several years amid talk of possible demolition. After extensive renovation, the building was reopened in 1975 and has been occupied ever since.[1] It is the second tallest known building to have survived a direct hit by an F5 tornado. The tallest is the ALICO building in Waco, TX which is two stories taller also survived a direct hit from an F5 tornado in 1953.[4] The Metro Tower's 9th - 20th floors are unoccupied by order of the fire marshal.

-Ps

PER BUILDING PLANS:
The "Development" is:
Part of basement & 1st floor
all of floors 4-18 (i.e., 15 stories)
-------------------------------------------
Commercial space is:
Part of basement & 1st floor
2nd & 3rd floors are to be leased to commercial user
19th & 20th floors are to be sold to commercial user
- bps
part of basement & 1st floor & all of 4-18 are "the development".  
Part of basement & 1st floor & all of 2-3 are leased to commercial user.  
All of floors 19 & 20 will be sold to commercial user.  
SEE PLANS BELOW. - bps

<table>
<thead>
<tr>
<th>UNIT LABEL</th>
<th>UNIT DESCRIPTION</th>
<th># OF BEDROOMS</th>
<th># OF BATHS</th>
<th>SQ FT PER UNIT (INC REMOTE STORAGE)</th>
<th>NUMBER OF UNITS PER BUILDING</th>
<th>TOTAL # OF UNITS</th>
<th>TOTAL SQ FT FOR UNIT TYPE</th>
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<td>843</td>
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<td>&quot;K&quot;</td>
<td>3-BR/2-BA A/V</td>
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<td>2</td>
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<td>1</td>
<td>1</td>
<td>1,581</td>
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</table>

| TOTAL LIHTC UNITS PER BLDG | 89 |
| TOTAL NRA = 89 | 80,509 |

**PROJECT SUMMARY SHEET**

**METRO TOWER RENOVATION**  
Lubbock, Texas
<table>
<thead>
<tr>
<th>BUILDING LABEL</th>
<th>METRO TOWER</th>
<th>FLOORS 19 &amp; 20</th>
</tr>
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<tbody>
<tr>
<td>NUMBER OF STORIES</td>
<td>2 (19 &amp; 20)</td>
<td>TOTAL # OF RESIDENTIAL BUILDINGS</td>
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<td>NUMBER OF BUILDINGS</td>
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<td>1</td>
</tr>
<tr>
<td>TOTAL SOLD SF = 8,362 SF</td>
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<tr>
<td>TOTAL CIRCULATION + BUILDING SERVICES = 4,156 SF</td>
<td></td>
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</table>
FUTURE COMMERCIAL AREA: 1,488 SF
CIRCULATION & NON-RENTABLE AREA: 1312 SF
 TENANT AMENITIES: 2,462 SF
 BUILDING SERVICES: 1,030 SF
 TOTAL AREA: 6,746 SF (INCLUDES VOIDS & INACCESSIBLE AREAS)

1ST FLOOR

SCALE: 1/16" = 1'-0"

FEBRUARY 2019

METRO TOWER RENOVATION
Lubbock, Texas
CIRCULATION & NON-RENTABLE AREA: 968 SF
BUILDING SERVICES: 135 SF
TOTAL AREA: 6,745 SF (INCLUDESvoids & INACCESSIBLE AREAS)

7TH FLOOR

SCALE: 1/16" = 1'-0"

METRO TOWER RENOVATION
Lubbock, Texas
643 SF
MEASURED OUTSIDE OF WALL
AND CENTERLINE OF PARTY WALL

1-BR/1-BA ACC. "A" (FLOOR 5)

SCALE: 1/8" = 1'-0"

FEBRUARY 2019

METRO TOWER RENOVATION
Lubbock, Texas
1-BR/1-BA TYP. "B" (FLOORS 8 - 18)

LIVING ROOM
201 SF
19'11" x 10'5"

BEDROOM
122 SF
12'3" x 10'-0"

KITCHEN-DINING
154 SF
20'-4" x 11'-10"

BATH
50 SF
6'-0" x 9'-0"

WALK-IN CLOSET
32 SF
6'-0" x 5'-5"

SCALE: 1/8" = 1'-0"
1-BR/1-BA TYP. "B1" (FLOORS 6 & 7)
EFFICIENCY UNIT "C" A/V (FLOOR 4)

816 SF
MEASURED OUTSIDE OF WALL AND CENTERLINE OF PARTY WALL, INCLUDING REMOTE CONDITIONED STORAGE

SCALE: 1/8" = 1'-0"

FEBRUARY 2019
EFFICIENCY UNIT "D" (FLOORS 6-18) (AV UNIT SIMILAR @ 7TH FLOOR) SCALE: 1/8" = 1'-0"

675 SF
MEASURED OUTSIDE OF WALL
AND CENTERLINE OF PARTY
WALL, INCLUDING REMOTE
CONDITIONED STORAGE

KITCHEN-DINING-LIVING ROOM
24 SF
18'-9" x 11'-6"

BATH
77 SF
14'-2" x 5'-6"

SLEEPING AREA
112 SF
4'-9" x 17'-0"

WALK-IN CLOSET
40 SF
4'-4" x 8'-9"

REMOTE STORAGE
274 SF
14'-8" x 18'-11"

FEBRUARY 2019

METRO TOWER RENOVATION
Lubbock, Texas
EFFICIENCY ACC. UNIT "D1" (FLOORS 4 & 5)

675 SF
MEASURED OUTSIDE OF WALL AND CENTERLINE OF PARTY WALL, INCLUDING REMOTE CONDITIONED STORAGE

SCALE: 1/8" = 1'-0"

FEBRUARY 2019
EFFICIENCY UNIT "E" (FLOORS 5-18)

SCALE: 1/8" = 1'-0"

FEBRUARY 2019

METRO TOWER RENOVATION
Lubbock, Texas
EFFICIENCY UNIT "F" (FLOORS 4-18)

SCALE: 1/8" = 1'-0"

METRO TOWER RENOVATION
Lubbock, Texas
Metro Tower (NTS), Lubbock, TX
Existing exterior photos
2/19/2019
Building is 100% brick exterior – all elevations

Southern Building façade, view from the West down Broadway Street

Southwest Building corner façade, view from the Southwest

East Building façade, view from the East

Northern end of the East Building façade, view from the East
Street level view of the Northwest Building corner looking East down Avenue L

Street level view of the Northwest Building corner looking East

Street level view of the South Building façade, view from the South

South Building façade, view from the South
Main rooftop, view looking North

Main rooftop, view looking Southeast

Main rooftop, view looking Northwest
Specifications and Building/Unit Type Configuration
### Specifications and Amenities

**Development will have:**
- **Fire Sprinklers**
- **Elevators**
- # of Elevators: 2
- # of Floors: 2
- Weight Capacity: 2500

### Building Configuration

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<th>Building Configuration (Check all that apply)</th>
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<tr>
<td>Townhome</td>
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<td></td>
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</table>

### Number of Parking Spaces (consistent with Architectural Drawings):
- Shed or Flat Roof Carport Spaces: 100
- Detached Garage Spaces: 101
- Attached Garage Spaces: 0
- Uncovered Spaces: 1
- Structured Parking Garage Spaces: 101

### Floor Composition/Wall Height:
- % Carpet/Vinyl/Resilient Flooring: 10
- Ceiling Height: 11.5
- % Ceramic Tile: 0
- Upper Floor(s) Ceiling Height (Townhome Only): 8
- % Other: 0

### Unit Type Configuration

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<th>Number of Units Per Building</th>
<th>Total Sq Ft for Unit Type</th>
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<td>10,050</td>
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<tr>
<td>E</td>
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<td>11,340</td>
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<tr>
<td>C</td>
<td>1</td>
<td>816</td>
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<tr>
<td>D, D01</td>
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<tr>
<td>K</td>
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<td>Totals</td>
<td>89</td>
<td>80,509</td>
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### Net Rentable Square Footage from Rent Schedule

80,509

---

**Supportive Housing Applicants Only**

Enter the total development common area from the architect’s plans: 80,509

Note revised definition of "Common Area" at 10 TAC §11.1(d)(22).

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 6,675

The lesser of these two numbers added to NRA: 80,509

Use this number to figure points under 11.9(e)(2): 80,509

If a revised form is submitted, date of submission: 2/28/2019
Accessible Mobility Units Calculation
Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<td>5%</td>
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<td></td>
<td>89</td>
<td>5%</td>
<td>4.45</td>
<td>5.7</td>
<td>5</td>
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*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

EXAMPLE:

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<th>Unit Description</th>
<th>Total Units</th>
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<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<td>5%</td>
<td>0.2</td>
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<td>1</td>
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<tr>
<td>D</td>
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<td>5%</td>
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<td>0</td>
<td></td>
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<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
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<td></td>
<td>68</td>
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<td>3.4</td>
<td>4.2</td>
<td>4</td>
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*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: ____________________________ Printed Name: M. Randall Porter
Signature: _______________________
Date: 2/25/2019

Wallace Architects, LLC
Firm Name (If applicable)
Accessible Hearing/Visual Units Calculation
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

### Hearing/Visual

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<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
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<th>Calculated Units</th>
<th>Units Required ( Rounded )</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Efficiencies</td>
<td>45</td>
<td>2%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1 Bedrooms</td>
<td>14</td>
<td>2%</td>
<td>0.28</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>29</td>
<td>2%</td>
<td>0.58</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>89</strong></td>
<td></td>
<td><strong>1.78</strong></td>
<td></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

### EXAMPLE

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required ( Rounded )</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td></td>
<td><strong>1.36</strong></td>
<td></td>
<td><strong>2</strong></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

*Signature*

**M. Randall Porter**

*Printed Name*

Wallace Architects, LLC

*Firm Name (If applicable)*

**Date**

2/25/2019
Accessible Parking Calculation
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Rental office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1
**Accessible Parking for Residential Units**

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>89</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>101</td>
</tr>
<tr>
<td>Total carports:</td>
<td></td>
</tr>
<tr>
<td>Total garages:</td>
<td></td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>101</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>1</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>101</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>5</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>12</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities)</strong></td>
<td>7</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>7</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td></td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td></td>
</tr>
</tbody>
</table>

**APSs that Must Be Van Spaces**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Van APSs required, including all types of spaces:</strong></td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

**Date:** 22-Feb-19

**Printed Name:** M. Randall Porter

**Firm Name (if applicable):** Wallace Architects, LLC.
**Accessible Parking for Residential Units**

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

**Total dwelling Units in the Development:**

**Total surface parking spaces:** 101 includes NTS's 20 spaces. Only 81 spaces are allocated to the Development. - bps

**Total garages:**

**Total parking spaces of all types:**

**Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):**

**Total of all types of parking spaces that serve dwelling units:**

**APSs for mobility accessible units (5% of unit count, if spaces are sufficient):**

**Parking spaces that serve dwelling units in excess of one per unit (if applicable):**

**APSs required in excess of one per mobility accessible unit:**

**Total APSs required (including dwelling units and facilities/amenities):**

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

**Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:**

**Minimum number of carports that must be APSs:**

**Number of garages that must be APSs:**

**APSs that Must Be Van Spaces**

**Total Van APSs required, including all types of spaces:**

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

M. Randall Porter

**Date:**

4/12/2019

**Printed Name**

**Firm Name (if applicable)**
Rent Schedule
### Rent Schedule

<table>
<thead>
<tr>
<th># of Baths</th>
<th>Unit Type</th>
<th>Rentable Square Ft.</th>
<th>Total Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TC 30%</td>
<td>1</td>
<td>670</td>
<td>670</td>
<td>332</td>
<td>107</td>
<td>225</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
<td>0</td>
<td>670</td>
<td>2,010</td>
<td>553</td>
<td>107</td>
<td>446</td>
</tr>
<tr>
<td>9</td>
<td>TC 60%</td>
<td>0</td>
<td>670</td>
<td>6,030</td>
<td>664</td>
<td>107</td>
<td>557</td>
</tr>
<tr>
<td>2</td>
<td>MR</td>
<td>0</td>
<td>670</td>
<td>1,340</td>
<td></td>
<td>107</td>
<td>664</td>
</tr>
<tr>
<td>1</td>
<td>TC 30%</td>
<td>1</td>
<td>810</td>
<td>810</td>
<td>332</td>
<td>107</td>
<td>225</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
<td>0</td>
<td>810</td>
<td>2,430</td>
<td>553</td>
<td>107</td>
<td>446</td>
</tr>
<tr>
<td>8</td>
<td>TC 60%</td>
<td>0</td>
<td>810</td>
<td>6,480</td>
<td>664</td>
<td>107</td>
<td>557</td>
</tr>
<tr>
<td>2</td>
<td>MR</td>
<td>0</td>
<td>810</td>
<td>1,620</td>
<td></td>
<td>107</td>
<td>664</td>
</tr>
<tr>
<td>1</td>
<td>TC 30%</td>
<td>1</td>
<td>816</td>
<td>816</td>
<td>332</td>
<td>107</td>
<td>225</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
<td>0</td>
<td>816</td>
<td>2,430</td>
<td>553</td>
<td>107</td>
<td>446</td>
</tr>
<tr>
<td>8</td>
<td>TC 60%</td>
<td>0</td>
<td>816</td>
<td>6,480</td>
<td>664</td>
<td>107</td>
<td>557</td>
</tr>
<tr>
<td>2</td>
<td>MR</td>
<td>0</td>
<td>816</td>
<td>1,620</td>
<td></td>
<td>107</td>
<td>664</td>
</tr>
<tr>
<td>1</td>
<td>TC 30%</td>
<td>1</td>
<td>875</td>
<td>875</td>
<td>332</td>
<td>125</td>
<td>230</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
<td>1</td>
<td>875</td>
<td>2,430</td>
<td>553</td>
<td>125</td>
<td>468</td>
</tr>
<tr>
<td>8</td>
<td>TC 60%</td>
<td>1</td>
<td>875</td>
<td>6,056</td>
<td>711</td>
<td>125</td>
<td>586</td>
</tr>
<tr>
<td>2</td>
<td>MR</td>
<td>1</td>
<td>875</td>
<td>1,750</td>
<td></td>
<td>125</td>
<td>711</td>
</tr>
<tr>
<td>1</td>
<td>TC 30%</td>
<td>1</td>
<td>843</td>
<td>843</td>
<td>355</td>
<td>125</td>
<td>230</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
<td>1</td>
<td>843</td>
<td>2,430</td>
<td>593</td>
<td>125</td>
<td>468</td>
</tr>
<tr>
<td>8</td>
<td>TC 60%</td>
<td>1</td>
<td>843</td>
<td>6,056</td>
<td>711</td>
<td>125</td>
<td>586</td>
</tr>
<tr>
<td>2</td>
<td>MR</td>
<td>1</td>
<td>843</td>
<td>1,750</td>
<td></td>
<td>125</td>
<td>711</td>
</tr>
<tr>
<td>2</td>
<td>TC 30%</td>
<td>2</td>
<td>1,073</td>
<td>1,073</td>
<td>426</td>
<td>151</td>
<td>275</td>
</tr>
<tr>
<td>4</td>
<td>TC 50%</td>
<td>2</td>
<td>1,073</td>
<td>4,292</td>
<td>711</td>
<td>151</td>
<td>560</td>
</tr>
<tr>
<td>7</td>
<td>TC 60%</td>
<td>2</td>
<td>1,073</td>
<td>7,511</td>
<td>853</td>
<td>151</td>
<td>702</td>
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<tr>
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<td>MR</td>
<td>2</td>
<td>1,073</td>
<td>3,219</td>
<td></td>
<td>151</td>
<td>853</td>
</tr>
<tr>
<td>2</td>
<td>TC 30%</td>
<td>2</td>
<td>1,189</td>
<td>1,189</td>
<td>426</td>
<td>151</td>
<td>275</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
<td>2</td>
<td>1,189</td>
<td>3,567</td>
<td>711</td>
<td>151</td>
<td>560</td>
</tr>
<tr>
<td>8</td>
<td>TC 60%</td>
<td>2</td>
<td>1,189</td>
<td>9,512</td>
<td>853</td>
<td>151</td>
<td>702</td>
</tr>
<tr>
<td>2</td>
<td>MR</td>
<td>2</td>
<td>1,189</td>
<td>2,378</td>
<td></td>
<td>151</td>
<td>853</td>
</tr>
<tr>
<td>3</td>
<td>TC 30%</td>
<td>3</td>
<td>1,581</td>
<td>1,581</td>
<td>986</td>
<td>986</td>
<td>986</td>
</tr>
<tr>
<td>3</td>
<td>TC 50%</td>
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<td>1,581</td>
<td>4,743</td>
<td>2,919</td>
<td>2,919</td>
<td>2,919</td>
</tr>
<tr>
<td>3</td>
<td>TC 60%</td>
<td>3</td>
<td>1,581</td>
<td>9,477</td>
<td>5,089</td>
<td>5,089</td>
<td>5,089</td>
</tr>
<tr>
<td>3</td>
<td>MR</td>
<td>3</td>
<td>1,581</td>
<td>2,378</td>
<td></td>
<td>2,378</td>
<td>2,378</td>
</tr>
</tbody>
</table>

### Summary

- **Total Monthly Rent:** Total of all monthly rents calculated above.

### Calculation Details

- **Total Rentable Square Feet:** Sum of all rentable square feet.
- **Program Rent Limit:** Calculated based on the number of bedrooms.
- **Tenant Paid Utility Allow.:** Tenant pays for utilities.
- **Rent Collected /Unit:** Tenant pays per unit.
- **Late fees, pet deposits:** Additional fees for late payments or pet deposits.
- **Office Lease - Floors 2&3:** Rent for office leases on floors 2 and 3.

### Financials

- **Non Rental Income:** $20.00 per unit/month for various purposes.
- **Total Nonrental Income:** $176.74 per unit/month.
- **Potential Gross Monthly Income:** $67,089.
- **Effective Gross Monthly Income:** $62,057.
- **Effective Gross Annual Income:** $744,688.

---

**Note:** The calculations are based on the information provided in the table, considering different rates and allowances for different unit types and rent levels.
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>Housing</th>
<th>TC20%</th>
<th>TC30%</th>
<th>TC40%</th>
<th>TC50%</th>
<th>TC60%</th>
<th>TC70%</th>
<th>TC80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of LI</td>
<td>0</td>
<td>11%</td>
<td>0</td>
<td>21%</td>
<td>68%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>% of Total</td>
<td>0</td>
<td>9%</td>
<td>8</td>
<td>18%</td>
<td>57%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tax Credits</th>
<th>HTC LI Total</th>
<th>75</th>
</tr>
</thead>
<tbody>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>19%</td>
<td>16%</td>
</tr>
<tr>
<td>MR Total</td>
<td>16%</td>
<td>14</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>89</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>National Housing Trust Fund</th>
<th>HTC30%</th>
<th>HTC Li Total</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MTF Total</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Beds | 0 | 45 | 1 | 14 | 2 | 29 | 3 | 1 | 4 | 0 | 5 | 0 |

<table>
<thead>
<tr>
<th>Mortgage Revenue</th>
<th>MRB20%</th>
<th>MRB30%</th>
<th>MRB40%</th>
<th>MRB50%</th>
<th>MRB60%</th>
<th>MRB70%</th>
<th>MRB80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of LI</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>% of Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond</th>
<th>MRB LI Total</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRBMR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Loan</th>
<th>30%</th>
<th>40%</th>
<th>LH/60%</th>
<th>LH/80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% of LI</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>% of Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| Direct Loan Li Total | 0 |
| Direct Loan Total | 0 |
| Mr total | 0 |

| Other | Total OT Units | 0 |

<table>
<thead>
<tr>
<th>Acquisition + Hard</th>
<th>Cost Per Sq Ft</th>
<th>$168.89</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard</td>
<td>Cost Per Sq Ft</td>
<td>$168.89</td>
</tr>
<tr>
<td>Building</td>
<td>Cost Per Sq Ft</td>
<td>$129.32</td>
</tr>
</tbody>
</table>

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Utility Allowances
### Utility Allowances [§10.614]

**Application must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.**

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$9</td>
<td>$11</td>
<td>$13</td>
<td>$16</td>
<td></td>
<td>Lubbock Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$2</td>
<td>$3</td>
<td>$4</td>
<td>$5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$11</td>
<td>$14</td>
<td>$16</td>
<td>$20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$11</td>
<td>$13</td>
<td>$16</td>
<td>$19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$9</td>
<td>$12</td>
<td>$14</td>
<td>$16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Tenant</td>
<td></td>
<td>$22</td>
<td>$26</td>
<td>$34</td>
<td>$45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Tenant</td>
<td></td>
<td>$20</td>
<td>$23</td>
<td>$31</td>
<td>$38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td>$22</td>
<td>$22</td>
<td>$22</td>
<td>$22</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td><strong>$ 107.00</strong></td>
<td><strong>$ 125.00</strong></td>
<td><strong>$ 151.00</strong></td>
<td><strong>$ 182.00</strong></td>
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<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: __________

Other (Describe)
Allowances for Tenant-Furnished Utilities and Other Services

See Public Reporting Statement and Instructions on back

<table>
<thead>
<tr>
<th>Locality</th>
<th>Lubbock, Texas</th>
<th>Multi-Family Homes</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
</table>

**Utility or Service**

<table>
<thead>
<tr>
<th></th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>13</td>
<td>18</td>
<td>22</td>
<td>26</td>
<td>33</td>
<td>40</td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>9</td>
<td>11</td>
<td>13</td>
<td>16</td>
<td>22</td>
<td>27</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>11</td>
<td>14</td>
<td>16</td>
<td>20</td>
<td>25</td>
<td>33</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>11</td>
<td>13</td>
<td>16</td>
<td>19</td>
<td>26</td>
<td>33</td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>6</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>9</td>
<td>11</td>
<td>13</td>
<td>18</td>
<td>22</td>
<td>29</td>
</tr>
<tr>
<td>c. Oil / Electric</td>
<td>9</td>
<td>12</td>
<td>14</td>
<td>16</td>
<td>21</td>
<td>27</td>
</tr>
<tr>
<td>d. Coal / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>22</td>
<td>26</td>
<td>34</td>
<td>45</td>
<td>52</td>
<td>73</td>
</tr>
<tr>
<td>Sewer</td>
<td>20</td>
<td>23</td>
<td>31</td>
<td>38</td>
<td>46</td>
<td>53</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Other -- specify Fees</td>
<td>Gas $8.07</td>
<td>Gas $8.07</td>
<td>Gas $8.07</td>
<td>Gas $8.07</td>
<td>Gas $8.07</td>
<td>Gas $8.07</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Actual Family Allowances</th>
<th>To be used as a template and to be filled out in accordance with the DHHS Exhibit 7 and DHHS Exhibit 8.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$107 Heating, $125 Cooking, $151 Other Electric, $182 Water Heating, $2,200 Other Utilities or Service</td>
</tr>
</tbody>
</table>

**Fees**

<table>
<thead>
<tr>
<th></th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>$20</td>
</tr>
<tr>
<td>Sewer</td>
<td>$20</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$20</td>
</tr>
<tr>
<td>Range/Microwave</td>
<td>$20</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$20</td>
</tr>
<tr>
<td>Other</td>
<td>$20</td>
</tr>
</tbody>
</table>

**Previous editions are obsolete**
26 Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$7,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$4,500</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$5,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$4,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$26,500</td>
</tr>
</tbody>
</table>

### Management Fee:

- Percent of Effective Gross Income: 4.48%
- $33,383

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$45,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$33,280</td>
</tr>
<tr>
<td>Other Payroll &amp; Benefits, Workers Comp</td>
<td>$15,656</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$93,936</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$10,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$6,540</td>
</tr>
<tr>
<td>Grounds</td>
<td>$2,700</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$10,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$10,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other Contract Services and Materials</td>
<td>$21,800</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$61,040</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric Syndicator Required Per Unit Figure ($250 PUPA)</td>
<td>$22,250</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$7,800</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$35,050</td>
</tr>
</tbody>
</table>

### Annual Property Insurance:

- Rate per net rentable square foot: $0.68
- $55,000

### Property Taxes:

- Published Capitalization Rate: 10.00%
- Source: Not Published - Lubbock CAD
- Annual Property Taxes: $83,063
- Payments in Lieu of Taxes: $        
- Total Property Taxes: $83,063

### Reserve for Replacements:

- Annual reserves per unit: $300
- $26,700

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,000</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- Expense per unit: $4693
- $417,672

### Net Operating Income (before debt service)

- $327,016

### Annual Debt Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of Oklahoma</td>
<td>$273,395</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL DEBT SERVICE

- Debt Coverage Ratio: 1.20
- $273,395

### Net Cash Flow

- $53,621

If a revised form is submitted, date of submission: ______________________

2/28/19
15 Year Rental Housing Operating Pro Forma
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$616,308</td>
<td>$628,634</td>
<td>$641,207</td>
<td>$654,031</td>
<td>$667,112</td>
<td>$736,545</td>
<td>$813,205</td>
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<td>Secondary Income</td>
<td>$188,760</td>
<td>$192,535</td>
<td>$196,386</td>
<td>$200,314</td>
<td>$204,330</td>
<td>$225,586</td>
<td>$249,065</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$805,068</td>
<td>$821,169</td>
<td>$837,593</td>
<td>$854,345</td>
<td>$871,431</td>
<td>$962,131</td>
<td>$1,062,270</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(60,380)</td>
<td>$(61,588)</td>
<td>$(62,819)</td>
<td>$(64,076)</td>
<td>$(65,357)</td>
<td>$(72,160)</td>
<td>$(79,670)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$744,688</td>
<td>$759,582</td>
<td>$774,773</td>
<td>$790,269</td>
<td>$806,074</td>
<td>$889,971</td>
<td>$982,600</td>
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</table>

## EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$26,500</td>
<td>$27,295</td>
<td>$28,114</td>
<td>$28,957</td>
<td>$29,826</td>
<td>$34,576</td>
<td>$40,084</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,383</td>
<td>$34,051</td>
<td>$34,732</td>
<td>$35,426</td>
<td>$36,135</td>
<td>$39,896</td>
<td>$44,048</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$93,936</td>
<td>$96,754</td>
<td>$99,657</td>
<td>$102,646</td>
<td>$105,726</td>
<td>$122,565</td>
<td>$142,087</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$61,040</td>
<td>$62,871</td>
<td>$64,757</td>
<td>$66,700</td>
<td>$68,701</td>
<td>$79,643</td>
<td>$92,328</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,250</td>
<td>$22,918</td>
<td>$23,605</td>
<td>$24,313</td>
<td>$25,043</td>
<td>$29,031</td>
<td>$33,655</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$12,800</td>
<td>$13,184</td>
<td>$13,580</td>
<td>$13,987</td>
<td>$14,407</td>
<td>$16,701</td>
<td>$19,361</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
<td>$71,763</td>
<td>$83,192</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$83,063</td>
<td>$85,555</td>
<td>$88,122</td>
<td>$90,765</td>
<td>$93,488</td>
<td>$108,378</td>
<td>$125,640</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
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<tr>
<td>Other Expenses</td>
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<td>$3,183</td>
<td>$3,278</td>
<td>$3,377</td>
<td>$3,914</td>
<td>$4,538</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$417,672</td>
<td>$429,868</td>
<td>$442,424</td>
<td>$455,349</td>
<td>$468,655</td>
<td>$541,306</td>
<td>$625,320</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$327,016</td>
<td>$329,713</td>
<td>$332,349</td>
<td>$334,919</td>
<td>$337,419</td>
<td>$348,665</td>
<td>$357,280</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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</tr>
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<td>$56,318</td>
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<td>$83,885</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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<td>$109,939</td>
<td>$168,894</td>
<td>$230,418</td>
<td>$294,442</td>
<td>$462,676</td>
<td>$1,040,565</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.28</td>
<td>1.31</td>
<td>1.31</td>
</tr>
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<td>Other (Describe)</td>
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</table>

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Lisa Albers
Printed Name: Lisa Albers
Date: 2/28/19
Email: lalbers@bokf.com
Phone: (918) 588-6420

James Dunton
Printed Name: James Dunton
Date: 2/28/19

If a revised form is submitted, date of submission: 2/28/19
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$616,308</td>
<td>$628,634</td>
<td>$641,207</td>
<td>$654,031</td>
<td>$667,112</td>
<td>$736,545</td>
<td>$813,205</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$188,760</td>
<td>$192,535</td>
<td>$196,385</td>
<td>$200,314</td>
<td>$204,320</td>
<td>$225,586</td>
<td>$249,065</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$805,068</td>
<td>$821,169</td>
<td>$837,593</td>
<td>$854,345</td>
<td>$871,431</td>
<td>$962,131</td>
<td>$1,062,270</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(60,380)</td>
<td>$(61,568)</td>
<td>$(62,319)</td>
<td>$(64,076)</td>
<td>$(65,357)</td>
<td>$(72,160)</td>
<td>$(79,670)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$744,688</td>
<td>$759,582</td>
<td>$774,773</td>
<td>$790,269</td>
<td>$806,074</td>
<td>$889,971</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$26,500</td>
<td>$27,295</td>
<td>$28,114</td>
<td>$28,957</td>
<td>$29,826</td>
<td>$34,676</td>
<td>$40,084</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,383</td>
<td>$34,051</td>
<td>$34,732</td>
<td>$35,426</td>
<td>$36,135</td>
<td>$39,886</td>
<td>$44,048</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$93,936</td>
<td>$96,754</td>
<td>$99,657</td>
<td>$102,646</td>
<td>$105,726</td>
<td>$122,565</td>
<td>$142,087</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$61,040</td>
<td>$62,871</td>
<td>$64,757</td>
<td>$66,700</td>
<td>$68,701</td>
<td>$79,643</td>
<td>$92,328</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,250</td>
<td>$22,918</td>
<td>$23,605</td>
<td>$24,313</td>
<td>$25,043</td>
<td>$29,031</td>
<td>$33,655</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$12,800</td>
<td>$13,184</td>
<td>$13,580</td>
<td>$13,987</td>
<td>$14,407</td>
<td>$16,701</td>
<td>$19,361</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
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<tr>
<td>Property Tax</td>
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<td>$88,122</td>
<td>$90,765</td>
<td>$93,488</td>
<td>$108,378</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
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<tr>
<td>Other Expenses</td>
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<td>$3,090</td>
<td>$3,183</td>
<td>$3,278</td>
<td>$3,377</td>
<td>$3,314</td>
<td>$4,538</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$417,672</td>
<td>$429,868</td>
<td>$442,424</td>
<td>$455,349</td>
<td>$468,655</td>
<td>$541,306</td>
<td>$625,320</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$327,016</td>
<td>$319,713</td>
<td>$312,349</td>
<td>$314,885</td>
<td>$318,424</td>
<td>$337,419</td>
<td>$352,280</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<td>$294,442</td>
<td>$642,676</td>
<td>$1,040,565</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.10</td>
<td>1.21</td>
<td>1.22</td>
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<td>1.23</td>
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<tr>
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<tr>
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Signature, Authorized Representative, Construction or Permanent Lender
Lisa Albers
2/28/19

Phone: (918) 588-6420
Email: lalbers@bokf.com

Signature, Authorized Representative, Syndicator
James Dunton
2/28/19

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### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>Secondary Income</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Rental Concessions</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$616,308</td>
<td>$188,760</td>
<td>$805,068</td>
<td>($60,380)</td>
<td>0</td>
<td>$744,688</td>
</tr>
<tr>
<td>2</td>
<td>$628,634</td>
<td>$192,535</td>
<td>$821,169</td>
<td>($62,819)</td>
<td>0</td>
<td>$759,582</td>
</tr>
<tr>
<td>3</td>
<td>$641,207</td>
<td>$196,386</td>
<td>$837,593</td>
<td>($64,024)</td>
<td>0</td>
<td>$774,773</td>
</tr>
<tr>
<td>4</td>
<td>$654,031</td>
<td>$200,314</td>
<td>$854,345</td>
<td>($65,357)</td>
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<td>$790,269</td>
</tr>
<tr>
<td>5</td>
<td>$667,112</td>
<td>$204,330</td>
<td>$871,431</td>
<td>($67,160)</td>
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<td>$805,068</td>
</tr>
<tr>
<td>10</td>
<td>$736,545</td>
<td>$225,386</td>
<td>$962,131</td>
<td>($79,670)</td>
<td>0</td>
<td>$889,971</td>
</tr>
<tr>
<td>15</td>
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<td>$249,065</td>
<td>$1,062,270</td>
<td>($96,075)</td>
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<td>$982,600</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>YEAR</th>
<th>General &amp; Administrative Expenses</th>
<th>Management Fee</th>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Repairs &amp; Maintenance</th>
<th>Electric &amp; Gas Utilities</th>
<th>Water, Sewer &amp; Trash Utilities</th>
<th>Property Tax</th>
<th>Reserve for Replacements</th>
<th>Other Expenses</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>$26,500</td>
<td>$33,383</td>
<td>$93,936</td>
<td>$61,040</td>
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<td>$26,700</td>
<td>$3,000</td>
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<td>$27,295</td>
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<td>$22,918</td>
<td>$13,184</td>
<td>$56,650</td>
<td>$27,501</td>
<td>$3,090</td>
<td>$429,868</td>
<td>$329,713</td>
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<td>$28,114</td>
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<td>$13,580</td>
<td>$58,350</td>
<td>$28,326</td>
<td>$3,183</td>
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<td>$332,349</td>
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<td>$35,426</td>
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<td>$44,048</td>
<td>$142,087</td>
<td>$92,328</td>
<td>$33,655</td>
<td>$19,361</td>
<td>$83,192</td>
<td>$40,386</td>
<td>$3,183</td>
<td>$625,320</td>
<td>$575,280</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>YEAR</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>Other Annual Required Payment</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>Debt Coverage Ratio</th>
<th>Other (Describe)</th>
<th>Other (Describe)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>$273,395</td>
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<td>$273,395</td>
<td>$273,395</td>
<td>$273,395</td>
<td>$75,270</td>
<td>$642,676</td>
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<tr>
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<td>$273,395</td>
<td>$273,395</td>
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<td>$273,395</td>
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<td>$1,040,565</td>
<td>1.31</td>
<td>1.31</td>
<td>1.31</td>
</tr>
</tbody>
</table>

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Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Lisa Albers
Phone: (918) 588-6420
Printed Name
Email: lalbers@bokf.com
Date 2/28/19

James Dunton
Printed Name
Date 2/28/19
Off-Site Cost Breakdown
This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form.**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
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</thead>
<tbody>
<tr>
<td>NA - No Offsites</td>
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<tr>
<td>Lines 35-37 Hidden</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission:

Seal
Site Work Cost Breakdown
**Site Work Cost Breakdown**

*This form must be submitted with the Development Cost Schedule as justification of Site Work costs.*

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$1,146,900.00</td>
<td>1</td>
<td>$1,146,900.00</td>
<td>$</td>
<td>$</td>
<td>$1,146,900</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$77,450.00</td>
<td>1</td>
<td>$77,450.00</td>
<td>$</td>
<td>$</td>
<td>$77,450</td>
</tr>
<tr>
<td>Detention</td>
<td>$67,000.00</td>
<td>1</td>
<td>$67,000.00</td>
<td>$</td>
<td>$</td>
<td>$67,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$84,450.00</td>
<td>1</td>
<td>$84,450.00</td>
<td>$</td>
<td>$</td>
<td>$84,450</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$98,620.00</td>
<td>1</td>
<td>$98,620.00</td>
<td>$</td>
<td>$</td>
<td>$98,620</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,474,420</strong></td>
</tr>
</tbody>
</table>

**Signature of Registered Engineer:**
Tim Crockett
Printed Name

Date: 2/28/2019

If a revised form is submitted, date of submission: __________

**Seal**

---

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.
February 28, 2019

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

To whom it may concern,

We are writing this letter in accordance with TAC §10.204(8)(E)(i) to state that we have reviewed the site work costs for Metro Tower Lofts and determined that the following costs should be included in the eligible basis calculation.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$1,146,900</td>
<td>$1,146,900</td>
<td>$ -</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>77,450</td>
<td>77,450</td>
<td>-</td>
</tr>
<tr>
<td>Detention</td>
<td>67,000</td>
<td>67,000</td>
<td>-</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>84,450</td>
<td>84,450</td>
<td>-</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>98,620</td>
<td>98,620</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,474,420</td>
<td>$1,474,420</td>
<td>$ -</td>
</tr>
</tbody>
</table>

Should you have any further questions, please contact us at (205) 822-1010.

Sincerely,

Tidwell Group, LLC
Birmingham, AL
Development Cost Schedule
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>Development Cost Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL DEVELOPMENT SUMMARY</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
</tr>
<tr>
<td>Site acquisition cost</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
<tr>
<td>Subtotal Acquisition Cost</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
</tr>
<tr>
<td>Off-site concrete</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
</tr>
<tr>
<td>Off-site utilities</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
</tr>
<tr>
<td>Off-site paving</td>
</tr>
<tr>
<td>Off-site electrical</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
<tr>
<td>Subtotal Off-Sites Cost</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
</tr>
<tr>
<td>Demolition</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
</tr>
<tr>
<td>Detention</td>
</tr>
<tr>
<td>Rough grading</td>
</tr>
<tr>
<td>Fine grading</td>
</tr>
<tr>
<td>On-site concrete</td>
</tr>
<tr>
<td>On-site electrical</td>
</tr>
<tr>
<td>Decorative masonry</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
<tr>
<td>Subtotal Site Work Cost</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
</tr>
<tr>
<td>Landscaping</td>
</tr>
<tr>
<td>Pool and decking</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
</tr>
<tr>
<td>Fencing</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
</tr>
<tr>
<td>Subtotal Site Amenities Cost</td>
</tr>
<tr>
<td><strong>BUILDING COSTS</strong></td>
</tr>
<tr>
<td>Concrete</td>
</tr>
<tr>
<td>Masonry</td>
</tr>
<tr>
<td>Metals</td>
</tr>
<tr>
<td>Woods and Plastics</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
</tr>
<tr>
<td>Roof Covering</td>
</tr>
<tr>
<td>Doors and Windows</td>
</tr>
<tr>
<td>Finishes</td>
</tr>
<tr>
<td>Specialties</td>
</tr>
<tr>
<td>Equipment</td>
</tr>
<tr>
<td>Furnishings</td>
</tr>
<tr>
<td>Special Construction</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
</tr>
<tr>
<td>Mechanical (HVAC, Plumbing)</td>
</tr>
<tr>
<td>Electrical</td>
</tr>
</tbody>
</table>

**Scratch Paper/Notes**

- Land Per Lubbock CAD
- self score total: 11
- site is urban with little to no exterior space
- entry & common doors and windows
- drywall, flooring, painting & terrazzo
- signage & bathroom accessories
- appliances
- window coverings
- fire sprinkler & special equipment
- elevator
- HVAC & plumbing
- electrical & alarm
### Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
  - 907,710
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs

#### Subtotal Building Costs Before 11.9(e)(2)
- $10,411,370

#### Voluntary Eligible Building Costs (After 11.9(e)(2))
- $0

#### TOTAL BUILDING COSTS & SITE WORK
- $11,885,790

#### Subtotal Soft Cost
- $978,950

#### FINANCING:
- CONSTRUCTION LOAN(S)
  - Interest
  - Loan origination fees
  - Title & recording fees
  - Closing costs & legal fees
  - Inspection fees

---

*Note: If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.*
### Credit Report

- Discount Points
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>38,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>15,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
</tbody>
</table>
- Other (specify) - see footnote 1  |
- Other (specify) - see footnote 1  |

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
</tr>
</tbody>
</table>
- Other (specify) - see footnote 1  |
- Other (specify) - see footnote 1  |

### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>53,808</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>30,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
</tbody>
</table>
- Other (specify) - see footnote 1  |
- Other (specify) - see footnote 1  |

### TOTAL FINANCING COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Financing Cost</td>
<td>$1,142,808</td>
</tr>
</tbody>
</table>
- $0 |
- $825,500 |

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>1,829,134</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,829,134</td>
</tr>
</tbody>
</table>

### SUBTOTAL DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Developer Fees</td>
<td>11.14%</td>
</tr>
<tr>
<td>$1,829,134</td>
<td>$0</td>
</tr>
<tr>
<td>$1,829,134</td>
<td>14.84%</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>190,000</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>26,700</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

### SUBTOTAL RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Reserves</td>
<td>$216,700</td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL HOUSING DEVELOPMENT COSTS</td>
<td>$22,372,373</td>
</tr>
<tr>
<td>$0</td>
<td>$14,155,504</td>
</tr>
</tbody>
</table>

---

**The following calculations are for HTC Applications only.**

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
</tbody>
</table>

**High Cost Area Adjustment (100% or 130%)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment</strong></td>
<td><strong>130%</strong></td>
</tr>
</tbody>
</table>

---

*$Any existing reserve amounts should be listed on the Schedule of Sources.*

---

Federal Historic Credit Proceeds $2,950,395 taken out of voluntary basis reduction.
<table>
<thead>
<tr>
<th>Description</th>
<th>$0</th>
<th>$18,402,155</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Adjusted Basis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>$0</td>
<td>81.00%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$14,905,746</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>$0</td>
<td>9.00%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,341,517</td>
<td>$0</td>
</tr>
<tr>
<td>Credit Request (from 17. Development Narrative)</td>
<td>$1,256,699</td>
<td></td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**: 11

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: **Jacob Mooney**

Phone Number for Contact: **(913) 638-2500**

If a revised form is submitted, date of submission: 

2/28/19
Financing Narrative and Summary of Sources and Uses
**Schedule of Sources of Funds and Financing Narrative**

The chart above lists all the sources for the project. Bank of Oklahoma will provide a traditional construction loan that converts to perm upon stabilization. Rates and terms are shown above.

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds. Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).

Rents are estimated at max rents less utility allowances per the Lubbock Housing Authority. Market units are estimated at the max 60% AMFI rent limit with no utility allowance. We do have a lease for commercial space in the building. That amount is included in "other" income and a copy of the agreement is included herein. There will be NO improvements to the commercial space. The top two floors of the building are also excluded from the construction period in the amount of $404,550. A lease memorandum is included in the application. The space is currently occupied and there will be NO improvements to the commercial space by the partnership. No costs for commercial space have been included in the development cost schedule or basis. Proceeds from the lease during construction will be used as a source to fund the property.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**

**Date**

**Telephone:**

**Email address:**

**If a revised form is submitted, date of submission:**

2/28/19
The chart above lists all the sources for the project. Bank of Oklahoma will provide a traditional construction loan that converts to perm upon stabilization. Rates and terms are shown above. Equity is being provided by Raymond James in the amount of .875 per $1 of LIHTC tax credits. Raymond James has also issued an LOI for federal and state historic tax credits. The rates per dollar of credit are .88 for federal historic credits and .85 for state historic credits. Two stories of the building are leased to NTS and proceeds from the lease will be used towards construction during the construction period in the amount of $404,550. A lease memorandum is included in the application. The space is currently occupied and there will be NO improvements to the commercial space by the partnership. No costs for commercial space have been included in the development cost schedule or basis. The top two floors of the building are also excluded from the construction budget and basis. They will be sold to a separate entity for commercial use and are not included in the LIHTC projections. Proceeds from the sale in the amount of $292,427 are

"are" was the last word in Excel - bps
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Util Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amort-</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Ugy. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan High Income (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Bank of Oklahoma</td>
<td>$15,200,000</td>
<td>5.00%</td>
<td>1</td>
<td>$3,800,000</td>
</tr>
</tbody>
</table>

| Third Party Equity     |                     |                     |                 |     |            |                |
| Raymond James Housing Tax Credits | HLT | $1,256,699 | $1,095,502 | $10,595,017 | 0.875 |
| Raymond James Federal Historic Credits | | | | | 0.88 |
| Raymond James State Historic Credits | | | | | 0.85 |

| Grant                  |                     |                     |                 |     |            |                |
| $11,563,345 UPS Contribution | | | | | |

| Deferred Developer Fee |                     |                     |                 |     |            |                |
| Direct Loan Match      | $292,427            | $292,427            |                 |     |            |                |
| Commercial Lease During Construction | $404,550 | $404,550 | | | |

| Total Sources of Funds | $16,996,479 | $22,372,373 |
| Total Uses of Funds    | $16,996,479 | $22,372,373 |

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific use) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The chart above lists all the sources for the project. Bank of Oklahoma will provide a traditional construction loan that converts to permanent stabilization. Rates and terms are shown above. Equity is being provided by Raymond James in the amount of $11,563,345. Raymond James has also issued an LOI for federal and state historic tax credits. The rates per dollar of credit are 8.88 for federal historic credits and .85 for state historic credits. Two stories of the building are leased to NTS and proceeds from the lease will be used towards construction during the construction period in the amount of $292,427. A lease memorandum is included in the application. The space is currently occupied and there will be no improvements to the commercial space by the partnership. No costs for commercial space have been included in the development cost schedule or basis. The top two floors of the building are also excluded from the development budget and basis. They will be sold to a separate entity for commercial use and are not included in the LIHTC projections. Proceeds from the sale in the amount of $292,427 are included as a source. Finally, the developer will defer fee as necessary to close the gap between sources and uses. Currently this amount is projected to be $367,717 and is payable from cash flow. Replacement reserves are scheduled at 300 per unit per year. There are no existing reserve accounts.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Rents are estimated at max rents less utility allowances per the Lubbock Housing Authority. Market units are estimated at the max 60% AMI rent limit with no utility allowance. We do have a lease for commercial space in the building. That amount is included in "other income" and a copy of the agreement is included herein. There will be no improvements to the commercial space, as it is already in use. No costs for commercial space have been included in the development cost schedule or basis. Proceeds from the lease during construction will be used as a source to construct the building. The lease will be triple net, meaning the tenant pays its own utilities and taxes. These costs are not included in the operating costs. Management fees are 6% of (G) for residential units only. The amount in the operating schedule reflects this, but the percentage is skewed because of the lease income. With regard to operating expenses, our Equity provider requires us to underestimate an estimate of electricity at $250 per unit per year on historic buildings. We can provide historical closing documents that reflect this if needed.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender**

Kellie Pierce

**Printed Name**

Kellie Pierce

**Date**

2/28/19

**Telephone:** 918-588-6420

**Email address:** Leibner@lku.edu

If a revised form is submitted, date of submission:
Financial Capacity (MFDL Only)
Not Applicable
Match Funds (MFDL Only)
Not Applicable
Finance Scoring
### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

- **City of Lubbock**

- **x** A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.

- **x** The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.

- **x** The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

\[
\text{Total Points Claimed: } 1
\]

### 2. Financial Feasibility (§11.9(e)(1))

- **x** Eligible Pro-Forma and letter stating Development and Principals are acceptable.

\[
\text{Total Points Claimed: } 18
\]

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- **x** Percent of Units restricted to serve households at or below 30% of AMGI

\[
\text{Percent of Units restricted to serve households at or below 30% of AMGI: } 8.99%
\]

\[
\text{HTC funding request as a percent of Total Housing Development Cost: } 5.62%
\]

### Eligibility for points:

- **Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding**

- **Housing Tax Credit Request**

\[
\text{Total Points Claimed: } 3
\]

- **Housing Tax Credit Request**

\[
\text{Total Points Claimed: } 2
\]

- **Housing Tax Credit Request**

\[
\text{Total Points Claimed: } 1
\]

* Be sure no more than 50% of Developer fees are deferred.*
Supporting Documents
Supporting Documents Should be Included Behind this Tab

<table>
<thead>
<tr>
<th>ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES</th>
</tr>
</thead>
<tbody>
<tr>
<td>x Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>x Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>x Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
</tbody>
</table>

**NOTE:** Term sheets and/or loan documents from debt and equity providers must **include a statement confirming they are aware the Applicant intends to elect income averaging.** If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

| na Evidence of any Gap Financing, terms included                  |
| na Evidence of any Owner Contributions, with financial support if required |
| x Evidence of Equity Financing (HTC applications only)           |
| x Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19. |
| x Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)] |
| na Evidence of Rental Assistance/Subsidy                         |

2/28/2019
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$616,308</td>
<td>$628,634</td>
<td>$641,207</td>
<td>$654,031</td>
<td>$667,112</td>
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<td>$192,535</td>
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<td>$1,062,270</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($60,380)</td>
<td>($61,588)</td>
<td>($62,819)</td>
<td>($64,076)</td>
<td>($65,357)</td>
<td>($72,160)</td>
<td>($79,670)</td>
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<td>$759,582</td>
<td>$774,773</td>
<td>$790,269</td>
<td>$806,074</td>
<td>$889,971</td>
<td>$982,600</td>
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### EXPENSES

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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$26,500</td>
<td>$27,295</td>
<td>$28,114</td>
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<td>$23,605</td>
<td>$24,313</td>
<td>$25,043</td>
<td>$29,031</td>
<td>$33,655</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$13,184</td>
<td>$13,580</td>
<td>$13,987</td>
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<td>$429,868</td>
<td>$442,424</td>
<td>$455,349</td>
<td>$468,655</td>
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<td>$625,320</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$327,016</td>
<td>$329,713</td>
<td>$332,349</td>
<td>$334,919</td>
<td>$337,419</td>
<td>$348,665</td>
<td>$357,280</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
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<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$75,270</td>
<td>$83,885</td>
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<td>CUMULATIVE NET CASH FLOW</td>
<td>$53,621</td>
<td>$109,939</td>
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<td>Other (Describe)</td>
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By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

| Signature, Authorized Representative, Construction or Permanent Lender | Lisa Albers | Phone: (918) 588-6420 |
| Date: 2/28/19 | Printed Name: laubers@okf.com |
| Signature, Authorized Representative, Syndicator | James Dunton | 2/28/19 | Date: 2/28/19 |

If a revised form is submitted, date of submission:
### 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

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<td>3,377</td>
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<td>$502,320</td>
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| NET OPERATING INCOME                         | $327,016 | $329,713 | $332,349 | $334,919 | $337,419 | $348,665 | $357,280 |

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<td>$83,885</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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<td>$230,418</td>
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<td>1.20</td>
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<tr>
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</tbody>
</table>

By signing below, we are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(a)(1) relating to Financial Feasibility)

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Lisa Alberi</th>
<th>Phone: (918) 588-6420</th>
<th>Email: <a href="mailto:laibers@bokf.com">laibers@bokf.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>2/28/19</td>
<td>2/28/19</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Syndicator</th>
<th>James Dunton</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2/28/19</td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/28/19
### 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL</td>
<td>$616,308</td>
<td>$628,634</td>
<td>$641,207</td>
<td>$654,031</td>
<td>$667,112</td>
<td>$736,545</td>
<td>$813,205</td>
</tr>
<tr>
<td>INCOME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$188,760</td>
<td>$192,535</td>
<td>$196,386</td>
<td>$200,314</td>
<td>$204,330</td>
<td>$225,586</td>
<td>$249,065</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$805,068</td>
<td>$821,169</td>
<td>$837,593</td>
<td>$854,345</td>
<td>$871,431</td>
<td>$962,131</td>
<td>$1,062,270</td>
</tr>
<tr>
<td>Provision for Vacancy &amp;</td>
<td>$(50,380)</td>
<td>$(51,588)</td>
<td>$(62,819)</td>
<td>$(64,076)</td>
<td>$(65,357)</td>
<td>$(72,160)</td>
<td>$(79,670)</td>
</tr>
<tr>
<td>Collection Loss</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$744,688</td>
<td>$759,582</td>
<td>$774,773</td>
<td>$790,269</td>
<td>$806,074</td>
<td>$889,971</td>
<td>$982,600</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th>$26,500</th>
<th>$27,295</th>
<th>$28,114</th>
<th>$28,957</th>
<th>$29,826</th>
<th>$34,576</th>
<th>$40,084</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Fee</td>
<td>$33,383</td>
<td>$34,051</td>
<td>$34,732</td>
<td>$35,426</td>
<td>$36,135</td>
<td>$39,896</td>
<td>$44,048</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$93,936</td>
<td>$96,754</td>
<td>$99,657</td>
<td>$102,646</td>
<td>$105,726</td>
<td>$122,565</td>
<td>$142,087</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$61,040</td>
<td>$62,871</td>
<td>$64,757</td>
<td>$66,700</td>
<td>$68,701</td>
<td>$79,643</td>
<td>$92,328</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,250</td>
<td>$22,918</td>
<td>$23,605</td>
<td>$24,313</td>
<td>$25,043</td>
<td>$29,031</td>
<td>$33,655</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$12,800</td>
<td>$13,184</td>
<td>$13,580</td>
<td>$13,987</td>
<td>$14,407</td>
<td>$16,701</td>
<td>$19,361</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$55,000</td>
<td>$56,650</td>
<td>$58,350</td>
<td>$60,100</td>
<td>$61,903</td>
<td>$71,763</td>
<td>$83,192</td>
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<tr>
<td>Property Tax</td>
<td>$83,063</td>
<td>$85,555</td>
<td>$88,122</td>
<td>$90,765</td>
<td>$93,488</td>
<td>$108,378</td>
<td>$125,640</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,700</td>
<td>$27,501</td>
<td>$28,326</td>
<td>$29,176</td>
<td>$30,051</td>
<td>$34,837</td>
<td>$40,386</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,000</td>
<td>$3,090</td>
<td>$3,183</td>
<td>$3,278</td>
<td>$3,377</td>
<td>$3,914</td>
<td>$4,538</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$417,672</td>
<td>$429,868</td>
<td>$442,424</td>
<td>$455,349</td>
<td>$468,655</td>
<td>$541,306</td>
<td>$625,320</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$327,016</td>
<td>$329,713</td>
<td>$332,349</td>
<td>$334,919</td>
<td>$337,419</td>
<td>$348,665</td>
<td>$357,280</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$53,621</td>
<td>$56,318</td>
<td>$58,954</td>
<td>$61,524</td>
<td>$64,024</td>
<td>$75,270</td>
<td>$83,885</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$53,621</td>
<td>$109,939</td>
<td>$168,894</td>
<td>$230,418</td>
<td>$294,442</td>
<td>$642,676</td>
<td>$1,040,565</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.23</td>
<td>1.28</td>
<td>1.31</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below | (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Lisa Albers  
Printed Name: Lisa Albers  
Phone: (918) 588-6420  
Email: lalbers@bokf.com  
Date: 2/28/19

James Dunton  
Printed Name: James Dunton  
Date: 2/28/19

Signature, Authorized Representative, Construction or Permanent Lender
Signature, Authorized Representative, Syndicator

2/28/19
February 25, 2019

Mr. Jacob Mooney
Metro Tower Housing Partners, LP
8901 State Line Road, Suite 250
Kansas City, Missouri 64114

Jacob,

On behalf of BOKF, N.A. dba Bank of Texas (the Bank) it is our pleasure to offer the following financing terms for the rehabilitation of the 89-unit development in Lubbock, Texas named Metro Tower Lofts. The terms presented below are indicative of a loan structure we would like to pursue and are based on the information provided by you and our underwriting assumptions.

**Borrower:** Metro Tower Housing Partners, LP

**Loan Amount:**
- **Construction Loan:** $15,200,000 non-revolving advancing line of credit. This is based on the following factors occurring prior to funding: a project budget of $22,372,373, receipt of an allocation of 9% Low Income Housing Tax Credits from the Texas Department of Housing and Community Development (TDHCA) and receipt of an approved Part 2 from the National Park Service.
- **Permanent Loan:** $3,800,000

**Maturity:**
- **Construction Loan:** Twenty-four (24) months from closing. Monthly interest payments will be due during construction.
- **Permanent Loan:** Seventeen (17) years from closing.

**Collateral:** First mortgage on the project which consists of 89-units; the assignment of all leases and rents, contracts, plans and specifications of the project.

Services provided Bank of Albuquerque, Bank of Arizona, Bank of Arkansas, Bank of Kansas City, Bank of Oklahoma, Bank of Texas, Colorado State Bank and Trust, doing business as BOKF, NA.
Interest Rate:
The rate will be broken into two (2) tranches:

Tranche 1 (construction / permanent): $3,800,000 will be fixed at BOK's cost of funds plus 200 basis points, which today equates to approximately 6.00%. The rate will be fixed at the time the construction loan closes and will continue through the term of the permanent loan. This tranche will be funded first and will be fully funded 12 months from the date the construction loan closes. It will be interest only for 2 years and at conversion it will begin amortizing on a 30-year amortization. Standard Tier I prepayment penalty of the greater of 1% or yield maintenance will apply.

Tranche 2 (construction only): $11,400,000 will float at LIBOR plus 250bps, which equates to 5.00%. This tranche will be interest only and will be completely paid off when the loan converts to the permanent loan.

Origination Fee:
Construction Loan: A non-refundable fee of 1% of the construction loan will be payable at closing.

Permanent Loan: A non-refundable fee of 2% of the term loan will be payable at conversion.

Payment Terms:
Construction Loan: Monthly interest payments will be due during construction.

Permanent Loan: Fixed monthly payments of principal and interest based on a 30-year amortization after conversion.

Prepayment Penalty:
Tranche 1: The greater of yield maintenance or one percent (1%) of the prepaid amount

Tranche 2: None

Guaranty:
Construction Loan: The General Partners, MRE Capital and Jacob Mooney will provide an unlimited guaranty of payment, completion, environmental and other indemnities.

Permanent Loan: None, except for standard fraud carve outs.

Sources of Funds: Proceeds from the sale of an allocation of 9% LIHTC funds from the Syndicator, of which a minimum of fifteen percent (15%) must be payable at closing. The identity of the equity investor and pay-in schedule must be disclosed and acceptable to the Bank.

The Bank acknowledges the amounts and terms of the other anticipated sources of funds.
Use of Loan Proceeds: The Loan proceeds will be used exclusively to construct the 89 units at the project in Lubbock, TX.

Disbursement Of Loan Funds: Disbursement of Loan proceeds will occur no more than monthly, following the Bank's receipt and acceptance of written advance requests. Requests should be based on the final approved project budget and the progress of the construction of the Project, and subject to a third party inspecting review. Advance requests shall be accompanied by support documentation, lien waivers, and date down endorsements.

Appraisal: Funding is contingent on the Bank's receipt of an acceptable self-contained appraisal report stating the Market Value of the Project, prepared by a Bank-approved MAI. The loan amount is subject to a maximum 75% loan-to-value.

Environmental Report(s): Prior to closing, Borrower will provide the Bank with a Phase I environmental audit, prepared by a licensed environmental engineer, approved by the Bank, reflecting the Project's real property to be free and clear of any environmental hazard on, under, or around the subject.

Mortgage Title Insurance: Prior to closing, the Bank requires receipt of a commitment for mortgage title insurance in an amount equal to the maximum loan amount, issued by a Bank-approved title insurance company, listing no liens other than those which are to be paid off prior to or at closing. There are to be no exceptions other than routine utility easements and restrictions, and the current year's taxes not yet due. The Bank shall be named as the insured mortgagee.

Survey: Prior to closing, the Bank requires receipt of a minimum ALTA survey of the Project, in form and content acceptable to the Bank, showing all easements, encroachments or any other item which may affect the Bank's lien position. The survey must be satisfactory to delete the survey exception in the mortgage title insurance commitment.

A foundation survey must be received prior to the commencement of any vertical improvements.

All surveys are to be performed by a Texas registered land surveyor acceptable to the Bank. All surveys must be certified as true and correct to the Bank, title insurance company and the Borrower.

Flood Insurance: If any improvements (existing and/or proposed) on the Project are or will be located in an area identified by the U. S. Department of Housing and Urban Development (H.U.D.) as an area having "special flood hazards", flood insurance must be purchased and maintained in the amount of the Loan.
| **Insurance:** | At or before closing, all Real Estate Secured Properties must be covered by Property, Casualty and General Liability insurance coverage and in some cases may require other property specific coverage. Construction loans must, also, be covered by Builder’s Risk coverage including Worker’s Compensation. Insurance policies must be provided by companies meeting a criterion of being, at minimum, A.M. Best rated A, size category VII or being Lloyd's of London or be covered under a FAIR plan, if it is the only coverage available at a reasonable cost. The named insured is to be the Borrower and in all cases the Bank (Mortgagee) shall be named as an additional insured and Loss Payee. |
| **Governmental Approvals:** | Borrower shall provide the Bank with evidence of all necessary governmental approvals for the Project, including but not limited to, zoning and building permits. |
| **Utilities:** | Borrower shall provide evidence to Bank of the availability, at the Project, of all utilities service necessary for the construction and operation of the Project including, but not limited to water, electric, natural gas, telephone and sanitary sewer. |
| **Plans & Specifications:** | Prior to Closing, Bank requires copies of all Borrower’s final building plans and specifications with architect’s certification. The Borrower agrees that no changes will be made in the plans and specifications without the prior written consent of the Bank. |
| **General Contractor:** | The general contractor to be used to construct the Project shall be subject to the approval of the Bank, prior to Loan closing. |
| **Construction Contract:** | A certified copy of the final fixed price construction contract will be provided to the Bank prior to closing. |
| **Property Notices:** | In the state of Texas, a Notice of Commencement is required to be recorded by the General Contractor prior to the funding of the first draw for Hard Costs. A Notice of Completion must also be recorded before retainage will be released. |
| **Assignment of Project Documents:** | As additional collateral the Borrower will assign to the Project Funding Sources, which will include the Bank, the Borrower’s interest in the architect’s drawings, other plans and specifications and the construction contract. |
| **Inspecting Architect:** | The Bank will engage an independent project architect approved by the Bank, to perform a pre-construction review and cost analysis in addition to monthly |
construction progress and draw request reviews during the construction of the Project. All costs for services rendered by the inspecting architect are to be paid for by the Borrower.

Other Encumbrances: No other encumbrances will be placed on the collateral without the prior written approval of the Bank.

Assignment: This commitment can not be assigned without the prior written consent of the Bank.

Guarantor Financial Statements: Guarantors will provide Bank with annual financial statements, including balance sheet including contingent liabilities, income and expense statement, tax returns and any additional supporting information reasonably requested by the Bank.

Pending Litigation: Borrower shall certify to Bank that no litigation or proceedings are pending or threatened which might adversely affect the Borrower’s or the Guarantor’s ability to perform under the terms of this agreement or the loan documents.

Ownership Change: Ownership of the Borrower shall not change during the term of the Loan without the prior written consent of the bank, which shall not be unreasonably withheld.

Representation of Fact: This commitment is subject to the accuracy of all information and representations submitted with or in support of the application for the Loan.

Opinion of Counsel: Prior to or at closing, the Bank requires a legal opinion of Borrower’s counsel which will provide a legal opinion confirming that all matters pertaining to the Project and Loan are valid, enforceable and in accordance with the intended terms and do not violate any laws.

Preparation of Loan Documents: The Bank’s legal counsel will prepare the loan documents at the expense of the Borrower.

Take-Out Assurances: Prior to closing of the Construction Loan, written assurances, which obligate a funding source to pay-down the Construction Loan, must be in place. The assurances will obligate the funding source to restrict proceeds in the amount of the required pay-down and set forth a date no later than the maturity date of the Construction Loan in which the proceeds will be funded to the Bank.
Developer Fee: A portion of the Developer Fee may be paid at closing. The remaining will be funded once the equity installment is paid.

Related Deposit Accounts: The related deposit accounts for this project will be maintained at the Bank, this will include:

- Construction Account
- Operating Account
- Lease Up Reserve
- Replacement Reserve
- Operating Reserve

Expenses: Borrower will pay all expenses associated with the Loan. The expenses shall include but not be limited to; attorney’s fees, lender’s title insurance policy, appraisal, environmental report, survey and mortgage tax (where allowed by law), and engineer or inspector fees. Any costs incurred for this financing will be the responsibility of the Borrower to pay. Please be advised that it is the Borrower’s sole responsibility to pay these costs irrespective of whether the loan closes or not.

Other Requirements: The subject requirements are intended to set out the primary terms and conditions of the Loan, but are not all-inclusive. This commitment is subject to review by the Bank’s legal counsel, and the Bank reserves the right to reasonable require other mutually agreeable conditions and documents necessary to establish, perfect, and maintain the contemplated Loan, including but not limited to loan agreement, note, mortgage, assignment of leases and security agreement.

According to the Bank Secrecy Act, the Bank is required to obtain, verify and record certain identifying information as part of our due diligence process. To comply we must ask for specific identifying information including Name, Address and other information that will allow us to verify your identity. Additionally, we may request other identifying documents in order to meet the verification requirements.

The terms and conditions of this letter will expire December 28, 2019. Thank you for the opportunity to consider financing this project. Please let me know if I can answer any additional questions.

Best Regards,

Lisa E. Albers
Developer Fee: A portion of the Developer Fee may be paid at closing. The remaining will be funded once the equity installment is paid.

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Best Regards,

Lisa E. Albers

Jacob Mooney February 28, 2019
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Best Regards,

[Signature]

Lisa E. Albers

[Signature]

Jacob Mooney February 28, 2019
February 25, 2019

Mr. Jacob Mooney
Metro Tower Housing Partners, LP
8901 State Line Road, Suite 250
Kansas City, Missouri 64114

Mr. Mooney,

I have received and reviewed the 15 year pro forma for Metro Tower Housing Partners, LP located in Lubbock, Texas. The attached pro forma, which has been prepared and executed by an authorized representative of BOKF, NA projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to BOKF, NA due diligence review.

Additionally, BOKF, NA has performed a preliminary review of the credit worthiness of Metro Tower Housing Partners, LP, Metro Tower Housing, LLC, JCM Ventures, LLC and Jacob Mooney. At this time, BOKF, NA has no reservation with any of the Principals of the borrower. The Bank does not anticipate any additional guarantors or financial strength will be needed to facilitate a loan to the Borrower, other than those requirements disclosed herein.

Best Regards,

[Signature]
Lisa E. Albers

Attachment: 15-year Proforma
February 28, 2019

Jake Mooney
Metro Tower Housing Partners, LP
10777 Barkley Street, Ste. 140
Overland Park, KS 66211

Re: Partnership: Metro Tower Housing Partners, LP
Property Name: Metro Tower Lofts
City/State: Lubbock, TX

Dear Jake:

This letter will confirm our agreement ("Agreement") whereby Raymond James Tax Credit Funds, Inc. ("RJTCF") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJTCF (the "RJTCF Fund") in the above named partnership ("Partnership") on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. Acquisition/Rehabilitation.
2. Units: 89.
4. Estimated Construction Completion Date: October 2021.
5. Estimated 100% Occupancy Date: August 2022.
6. Set-aside Requirements: Eight of the units must be leased at 30% or less than median income, fifteen of the units must be leased at 50% or less than median income, fifty-one of the units must be leased at 60% or less than median income and fifteen of the units may be leased as market rate units.
7. Rental Assistance:
   a. Number Of Units: N/A.
   b. Amount: N/A.
   c. Term: N/A.
   d. Source: N/A.
8. Management:
   a. Company: TBD.
   b. Management Fee: 4.5% of gross collected rents (estimate).

B. Tax Credit Information:

1. Estimated Partnership Annual Credits: $1,256,699
2. RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
3. Estimated RJTCF Fund Annual Credits: $1,256,573.
4. **Applicable Fraction:** 81.00%
5. **Applicable Percentage:** 9.00%
6. **First Credit Year:** 2022.

C. **Equity Investment:**

1. Estimated $0.875 per dollar of the RJTCF Fund Total Credits ("Credit Price") and $0.88 per dollar of the RJTCF Fund Total Historic Credit, subject to market conditions and availability of funds.

2. Estimated RJTCF Fund Total Capital: $10,995,017 for Federal LIHTC & $2,950,395 for Historic Tax Credits. Note that actual contributions are based on actual credits delivered. If actual RJTCF Fund Total Credits are less than the estimated amount, RJTCF Fund Total Capital will be reduced by the shortfall times the Credit Price. The foregoing adjuster will apply if actual credits are less than the estimate for any reason. If actual RJTCF Fund Total Credits are greater than the estimated amount ("Excess Credits"), then the RJTCF Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJTCF Fund Total Capital shall not exceed 105% of the Estimated RJTCF Fund Total Capital except as provided below. The RJTCF Fund will specify the terms, if any, under which it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the General Partners can accept or reject those terms. Any Excess Credits that the RJTCF Fund is unwilling to buy or that the General Partners are unwilling to sell at the price specified by the RJTCF Fund shall be allocated to the General Partners.

3. **Installment Payment of Estimated RJTCF Fund Total Capital:**
   a. $1,099,502 at Closing, of which $30,000 shall be paid directly to RJTCF in payment of its due diligence fee
   b. $6,597,010 at later of October 1, 2021 or Construction Completion
   c. $2,950,395 at later of January 1, 2022 or Part 3 Historic Approval
   d. $3,298,505 at later of July 1, 2022 or Stabilized Operations ("Stabilization Capital Contribution"), of which 5% of Total Capital may be held back and paid when all required tax filing information and Forms 8609 are received.

   All payments will be subject to various deliveries required by the RJTCF Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJTCF Fund.

4. **Timing Adjusters:**

   The capital contribution of the RJTCF Fund shall be reduced by 70% of the shortfall between the Credits actually delivered and the Credits estimated to be delivered in 2022 and 2023. Currently, it is estimated that the Partnership will deliver $942,000 of Credits in 2022 and the Maximum Amount of Credits in 2023. The capital contribution of the RJTCF Fund shall be adjusted if and to the extent that the RJTCF Fund is admitted after Credits have begun to run.
In the event that the actual Credits with respect to the first or second Credit Year are more than the Credits projected for such years, then the capital contribution of the RJTCF Fund to the Partnership shall be increased by an amount (the “Upward Timing Adjustment”) equal to 30% of such excess; provided, that any such increase is subject to the overall limitation that RJTCF Fund Total Capital cannot exceed 105% of estimated RJTCF Total Capital without RJTCF Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the Upward Timing Adjustment is intended to address any acceleration in the delivery of the first year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJTCF Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

D. Allocation of Distributions:

1. **Asset Management Fee:** The RJTCF Fund shall receive an annual asset management fee of $3,000, increasing at 3% per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. **Cash From Operations:** Cash available to be distributed after paying Partnership expenses (including the Asset Management Fee), funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:
   
   a. To the RJTCF Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To replenish the Operating Reserve if the balance therein is less than the Operating Reserve Minimum;
   d. To the Developer to pay any unpaid Deferred Development Fee;
   e. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   f. 89.99% to the General Partners as an incentive management fee;
   g. The balance 0.01% to the General Partners, and 99.99% to the RJTCF Fund.

In all events, the RJTCF Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partners.

3. **Cash From Sale or Refinancing:** Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:
a. To the RJTCF Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
b. To pay any accrued but unpaid Asset Management Fee;
c. To the Developer to pay any unpaid Deferred Development Fee;
d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
e. The balance, 90% to the General Partners and 10% to the RJTCF Fund

The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

E. **Allocations of Profits and Losses:**

1. Operating Profits and Losses: 99.99% RJTCF Fund; 0.01% General Partner.
2. Credits and Depreciation: 99.99% RJTCF Fund; 0.01% General Partner.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partners and 10% to the RJTCF Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.
4. Operating Income and Losses Prior to Credit Delivery: At the discretion of the RJTCF Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partners.

F. **Developer and Development Fee:**

1. Developer: JCM Ventures, LLC and 43rd St., LLC
2. Estimated Development Fee: $1,829,134.
3. Development Fee is currently estimated to be paid as follows:
   a. 15% of current paid fee at closing
   b. 15% of current paid fee at construction completion.
   c. The remaining current paid fee at stabilization.

If necessary, part of the development fee, not to exceed $450,000, will be deferred beyond the date of the RJTCF Fund’s final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not, paid within 12 years after placed-in-service date, from General Partners’ capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJTCF Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be a deferred development fee in the amount of $367,717.

G. **Reserves:**

1. Replacement Reserve: $26,700 to be funded at stabilization and $26,700 per year beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per year thereafter. In the aggregate, no more than $10,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJTCF Fund.
2. Operating Reserve: $190,000, to be funded into the operating reserve account (the “Operating Reserve Account”) at the time of the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000 shall be made only with the Consent of the RJTCF Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded 50% from the Operating Reserve and 50% under the Operating Deficit Guaranty; provided, that, notwithstanding anything to the contrary contained herein, the Operating Reserve Account may not be drawn down below $100,000 (“the Operating Reserve Minimum”) unless the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Operating Deficits shall be funded 100% from the Operating Reserve once the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the Operating Reserve Minimum, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

H. Obligations of General Partners:

1. General Partners: Metro Tower Housing, LLC.
2. General Partners’ Capital: $0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of twelve years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the Partnership can pay any amount of the deferred fee outstanding at that time.
4. The General Partners will provide the following guaranties:
   a. Completion Guaranty – The General Partners will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:

      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJTCF Fund makes its final capital contribution.

Any excess costs will not be considered loans or capital contributions. However, the General Partners will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.
The General Partners will also guarantee that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty.

In the event that certain events occur, the RJTCF Fund shall have the right to require the General Partners to repurchase the RJTCF Fund's interest for a price that returns 110% of its investment to date plus interest and any tax liability attributable to such payment. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. **Tax Credit Guaranty** – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the General Partners shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, General Partners will refund an amount equal to the present value of those future credits. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partners shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The General Partners will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

To the extent that the General Partners have no obligation to compensate the RJTCF Fund for reduced or recaptured Credits or fail to make payments due to the RJTCF Fund under the Tax Credit Guaranty, the amounts necessary to compensate the RJTCF Fund, plus interest, will be paid as a priority from all available cash, including Cash From Operations or Sale Proceeds. In the case in which the General Partners are obligated to make payments under the Tax Credit Guaranty but fail to do so, such cash distributions shall not reduce the General Partners’ obligations except to the extent that cash distributions paid to the RTJCF Fund would have otherwise been paid to the General Partners.
c. **Operating Deficit Guaranty** – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that General Partners will make subordinated, interest-free loans to the Partnership to the extent necessary to meet obligations, including Asset Management Fee, debt service and the funding of reserves, for the period beginning with the Stabilization Capital Contribution and ending on the December 31st which (i) is at least five years following the Stabilization Capital Contribution and on which each of the following is true:

1. In each of the three preceding calendar years, the Partnership has achieved a 1.15:1 debt service coverage ratio, determined on an annual basis as shown in the audited financial statements for such years;
2. The General Partners have not been required to make any payments or loans to the Partnership under the Operating Deficit Guaranty in the preceding three calendar years;
3. The Partnership is current with regards to all liabilities;
4. The Partnership's Replacement Reserve account balance is an amount equal to 80% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
5. The General Partners have not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years.
6. The balance in the Operating Reserve Account must not be less than the Operating Reserve Minimum.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any rental assistance contract or agreement expected to be received by the Project.

Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.

The maximum obligations of the General Partners under this Operating Deficit Guaranty will not exceed $200,000.

5. The General Partners shall pledge their interests in the Partnership to secure their obligations under the Partnership Agreement.
I. **Obligations of the Guarantors:**

1. Guarantors: The General Partners and Jacob Mooney.

2. Guarantors unconditionally guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement.

3. Guarantors shall provide such due diligence information as is necessary for RJTCF to ascertain their ability to perform under the guaranty of the General Partner’s and Developer’s obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJTCF to make third-party inquiries with respect to such matters.

J. **Intentionally Deleted.**

K. **Financing:**

1. Construction Financing
   b. Amount: $15,200,000.
   c. Rate: 5.00% (estimate).
   d. Terms: 30 months.
   e. Maturity: TBD.

2. Permanent Financing - First Mortgage
   a. Not to Exceed Amount: $3,800,000.
   b. Lender: Bank of Oklahoma.
   c. Funds at stabilization.
   d. Non recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 17.
   g. Amortization period (years): 30.
   h. Interest rate: 6.00%.
      i. Fixed.
      ii. Annual payment: Not to exceed $273,395.
   i. Prepayment provisions None (penalties, etc.)
   j. Other provisions: None.

Raymond James Tax Credit Funds, Inc. acknowledges the amounts and terms of all other anticipated sources of funds.
L. Intentionally Deleted.

M. Schedules.

The following preliminary schedules have been prepared by RJTCF to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. Definitive Documents

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJTCF will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. INFORMATION REQUIRED BY THE RJTCF FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS

The specific information required by the RJTCF Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJTCF Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJTCF Fund will require receipt of those items set forth in Appendix B.
C. The RJTCF Fund will require reports from time to time, as described in Appendix C.

III. THE RJTCF FUND EXIT RIGHTS

The RJTCF Fund shall have the right to require the General Partners to acquire its interest after the end of the compliance period for a price equal to the amount the RJTCF Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partners fail to acquire the RJTCF Fund’s interest, then the RJTCF Fund shall have the right, without the concurrence of the General Partners, to order a sale of the Project.

IV. OTHER ASSUMPTIONS TO CLOSING

1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.
2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the RJTCF Fund and its investor members are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.

3. RJTCF and the RJTCF Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJTCF Fund and the fund to be necessary - at the Partnership’s expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.

4. Satisfactory inspection of the property by RJTCF and the RJTCF Fund investors.

5. Approval by the Investment Committee of RJTCF and the RJTCF Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.

6. Availability of investment funds.

7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).

8. During underwriting and due diligence, RJTCF will review the rental assistance agreement and market conditions, and may in its sole discretion determine that a Rental Assistance Transition Reserve or Rental Assistance Loss Guarantee be required as a requirement of Closing.

V. TERM

The initial term of this Agreement shall be for a period from the date of this letter, with a closing (Closing Date) no later than February 29, 2020, providing that RJTCF may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion that the conditions to closing are unlikely to be met. RJTCF may extend the term of this Agreement up to 90 days beyond the initial term and both parties can agree in writing to an extension beyond that date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that the RJTCF Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to pay the RJTCF Fund its $30,000 due diligence/legal reimbursement fee and to reimburse it for the due diligence expenses described below, up to a maximum of $10,000, regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to obtain Investment Committee or Investor approval.
VII. **DUE DILIGENCE FEES**

At the Closing, the Partnership shall pay $30,000 or greater negotiated amount to the RJTCF Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. A higher amount may be appropriate, for example, if the RJTCF Fund undertakes significant work to obtain the title policy, close complicated financings, etc. Such additional charges are subject to negotiation and no amount greater than $30,000 will be incurred or due to the RJTCF Fund from the Partnership without your agreement. You will be responsible for payment of the $30,000 or greater agreed upon due diligence/legal reimbursement fee whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

VIII. **DUE DILIGENCE EXPENSES**

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJTCF shall be paid by the Partnership regardless of whether the Partnership has separately obtained such reports, including without limitation: appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections. Generally, such expenses shall be paid by the Partnership in connection with the Closing. If and to the extent that these expenses are paid by RJTCF, they shall be reimbursed by the Partnership regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

The Partnership must provide at its expense a legal opinion acceptable to RJTCF. If required by an Investor in connection with its admission to the RJTCF Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

IX. **CONFIDENTIALITY**

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.
X. **ACCEPTANCE**

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by March 17, 2019, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Tax Credit Funds, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partners, Guarantors, or any significant business operation of General Partners or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 1,800 properties nationwide. We look forward to working with you again.

Sincerely,

[Signature]

James Dunton
Managing Director of Acquisitions – Midwest Region
Raymond James Tax Credit Funds, Inc.

Accepted:

[Signature]

By: General Partner

02-28-19

Date
February 28, 2019

Jake Mooney
Metro Tower Housing Partners, LP
10777 Barkley Street, Ste. 140
Overland Park, KS 66211

Re: Partnership: Metro Tower Housing Partners, LP
Property Name: Metro Tower Lofts
City/State: Lubbock, TX

Dear Jake:

This letter will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. Acquisition/Rehabilitation.
2. Units: 89.
4. Estimated Construction Completion Date: October 2021.
5. Estimated 100% Occupancy Date: August 2022.
6. Set-aside Requirements: Eight of the units must be leased at 30% or less than median income, sixteen of the units must be leased at 50% or less than median income, fifty-one of the units must be leased at 60% or less than median income and fifteen of the units may be leased as market rate units.
7. Rental Assistance:
   a. Number Of Units: N/A.
   b. Amount: N/A.
   c. Term: N/A.
   d. Source: N/A.
8. Management:
   a. Company: TBD.
   b. Management Fee: 4.5% of gross collected rents (estimate).

B. Tax Credit Information:

1. Estimated Partnership Annual Credits: $1,256,699.
2. RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
3. Estimated RJTCF Fund Annual Credits: $1,256,573.
4. Applicable Fraction: 81.00%.
5. Applicable Percentage: 9.00%
6. First Credit Year: 2022.

C. Equity Investment:

1. Estimated $0.875 per dollar of the RJTCF Fund Total Credits (“Credit Price”) and $0.88 per dollar of the RJTCF Fund Total Historic Credit, subject to market conditions and availability of funds.

2. Estimated RJTCF Fund Total Capital: $10,995,017 for Federal LIHTC & $2,950,395 for Federal Historic Tax Credits and $3,562,267 for State Historic Tax Credits.

Note that actual contributions are based on actual credits delivered. If actual RJTCF Fund Total Credits are less than the estimated amount, RJTCF Fund Total Capital will be reduced by the shortfall times the Credit Price. The foregoing adjuster will apply if actual credits are less than the estimate for any reason. If actual RJTCF Fund Total Credits are greater than the estimated amount (“Excess Credits”), then the RJTCF Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJTCF Fund Total Capital shall not exceed 105% of the Estimated RJTCF Fund Total Capital except as provided below. The RJTCF Fund will specify the terms, if any, under which it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the General Partners can accept or reject those terms. Any Excess Credits that the RJTCF Fund is unwilling to buy or that the General Partners are unwilling to sell at the price specified by the RJTCF Fund shall be allocated to the General Partners.

3. Installment Payment of Estimated RJTCF Fund Total Capital:
   a. $1,380,363 at Closing, of which $30,000 shall be paid directly to RJTCF in payment of its due diligence fee
   b. $8,282,174 at later of October 1, 2021 or Construction Completion
   c. $3,704,055 at later of January 1, 2022 or Part 3 Historic Approval
   d. $4,141,087 at later of July 1, 2022 or Stabilized Operations (“Stabilization Capital Contribution”), of which 5% of Total Capital may be held back and paid when all required tax filing information and Forms 8609 are received.

All payments will be subject to various deliveries required by the RJTCF Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJTCF Fund.

4. Timing Adjusters:
   The capital contribution of the RJTCF Fund shall be reduced by 70% of the shortfall between the Credits actually delivered and the Credits estimated to be delivered in 2022 and 2023. Currently, it is estimated that the Partnership will deliver $942,000 of Credits in 2022 and the Maximum Amount of Credits in
2023. The capital contribution of the RJTCF Fund shall be adjusted if and to the extent that the RJTCF Fund is admitted after Credits have begun to run.

In the event that the actual Credits with respect to the first or second Credit Year are more than the Credits projected for such years, then the capital contribution of the RJTCF Fund to the Partnership shall be increased by an amount (the “Upward Timing Adjustment”) equal to 30% of such excess; provided, that any such increase is subject to the overall limitation that RJTCF Fund Total Capital cannot exceed 105% of estimated RJTCF Total Capital without RJTCF Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the Upward Timing Adjustment is intended to address any acceleration in the delivery of the first year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJTCF Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

D. Allocation of Distributions:

1. **Asset Management Fee:** The RJTCF Fund shall receive an annual asset management fee of $3,000, increasing at 3% per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. **Cash From Operations:** Cash available to be distributed after paying Partnership expenses (including the Asset Management Fee), funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:
   a. To the RJTCF Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To replenish the Operating Reserve if the balance therein is less than the Operating Reserve Minimum;
   d. To the Developer to pay any unpaid Deferred Development Fee;
   e. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   f. 89.99% to the General Partners as an incentive management fee;
   g. The balance 0.01% to the General Partners, and 99.99% to the RJTCF Fund.

In all events, the RJTCF Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partners.
3. **Cash From Sale or Refinancing:** Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. The balance, 90% to the General Partners and 10% to the RJTCF Fund

The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

E. **Allocations of Profits and Losses:**

1. Operating Profits and Losses: 99.99% RJTCF Fund; 0.01% General Partner.
2. Credits and Depreciation: 99.99% RJTCF Fund; 0.01% General Partner.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partners and 10% to the RJTCF Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.
4. Operating Income and Losses Prior to Credit Delivery: At the discretion of the RJTCF Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partners.

F. **Developer and Development Fee:**

1. Developer: JCM Ventures, LLC and 43rd St., LLC
2. Estimated Development Fee: $1,829,134.
3. Development Fee is currently estimated to be paid as follows:
   a. 15% of current paid fee at closing
   b. 15% of current paid fee at construction completion.
   c. The remaining current paid fee at stabilization.

If necessary, part of the development fee, not to exceed $450,000, will be deferred beyond the date of the RJTCF Fund’s final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 12 years after placed-in-service date, from General Partners’ capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJTCF Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be a deferred development fee in the amount of $367,717.

G. **Reserves:**
1. Replacement Reserve: $26,700 to be funded at stabilization and $26,700 per year beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per year thereafter. In the aggregate, no more than $10,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJTCF Fund.

2. Operating Reserve: $190,000, to be funded into the operating reserve account (the “Operating Reserve Account”) at the time of the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000 shall be made only with the Consent of the RJTCF Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded 50% from the Operating Reserve and 50% under the Operating Deficit Guaranty; provided, that, notwithstanding anything to the contrary contained herein, the Operating Reserve Account may not be drawn down below $100,000 (“the Operating Reserve Minimum”) unless the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Operating Deficits shall be funded 100% from the Operating Reserve once the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the Operating Reserve Minimum, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

H. Obligations of General Partners:

1. General Partners: Metro Tower Housing, LLC.
2. General Partners’ Capital: $0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of twelve years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the Partnership can pay any amount of the deferred fee outstanding at that time.
4. The General Partners will provide the following guaranties:
   a. Completion Guaranty – The General Partners will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:
      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJTCF Fund makes its final capital contribution.
Any excess costs will not be considered loans or capital contributions. However, the General Partners will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.

The General Partners will also guarantee that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty.

In the event that certain events occur, the RJTCF Fund shall have the right to require the General Partners to repurchase the RJTCF Fund's interest for a price that returns 110% of its investment to date plus interest and any tax liability attributable to such payment. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. Tax Credit Guaranty – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the General Partners shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, General Partners will refund an amount equal to the present value of those future credits. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partners shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The General Partners will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

To the extent that the General Partners have no obligation to compensate the RJTCF Fund for reduced or recaptured Credits or fail to make payments due to the RJTCF Fund under the Tax Credit Guaranty, the amounts necessary to compensate the RJTCF Fund, plus interest, will be paid as a priority from all available cash, including Cash From
Operations or Sale Proceeds. In the case in which the General Partners are obligated to make payments under the Tax Credit Guaranty but fail to do so, such cash distributions shall not reduce the General Partners’ obligations except to the extent that cash distributions paid to the RTJCF Fund would have otherwise been paid to the General Partners.

c. **Operating Deficit Guaranty** – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that General Partners will make subordinated, interest-free loans to the Partnership to the extent necessary to meet obligations, including Asset Management Fee, debt service and the funding of reserves, for the period beginning with the Stabilization Capital Contribution and ending on the December 31st which (i) is at least five years following the Stabilization Capital Contribution and on which each of the following is true:

1. In each of the three preceding calendar years, the Partnership has achieved a 1.15:1 debt service coverage ratio, determined on an annual basis as shown in the audited financial statements for such years;
2. The General Partners have not been required to make any payments or loans to the Partnership under the Operating Deficit Guaranty in the preceding three calendar years;
3. The Partnership is current with regards to all liabilities;
4. The Partnership's Replacement Reserve account balance is an amount equal to 80% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
5. The General Partners have not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years.
6. The balance in the Operating Reserve Account must not be less than the Operating Reserve Minimum.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any rental assistance contract or agreement expected to be received by the Project.

Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.
The maximum obligations of the General Partners under this Operating Deficit Guaranty will not exceed $200,000

5. The General Partners shall pledge their interests in the Partnership to secure their obligations under the Partnership Agreement.

I. Obligations of the Guarantors:

1. Guarantors: The General Partners and Jacob Mooney.

2. Guarantors unconditionally guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement.

3. Guarantors shall provide such due diligence information as is necessary for RJTCF to ascertain their ability to perform under the guaranty of the General Partner’s and Developer’s obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJTCF to make third-party inquiries with respect to such matters.

J. Intentionally Deleted.

K. Financing:

1. Construction Financing
   b. Amount: $15,200,000.
   c. Rate: 5.00% (estimate).
   d. Terms: 30 months.
   e. Maturity: TBD.

2. Permanent Financing - First Mortgage
   a. Not to Exceed Amount: $3,800,000.
   b. Lender: Bank of Oklahoma.
   c. Funds at stabilization.
   d. Non recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 17.
   g. Amortization period (years): 30.
   h. Interest rate: 6.00%.
      i. Fixed.
      ii. Annual payment: Not to exceed $273,395.
   i. Prepayment provisions None (penalties, etc.)
   j. Other provisions: None.
Raymond James Tax Credit Funds, Inc. acknowledges the amounts and terms of all other anticipated sources of funds.

L. **Intentionally Deleted.**

M. **Schedules.**

The following preliminary schedules have been prepared by RJTCF to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. **Definitive Documents**

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJTCF will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. **INFORMATION REQUIRED BY THE RJTCF FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS**

The specific information required by the RJTCF Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJTCF Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJTCF Fund will require receipt of those items set forth in Appendix B.
C. The RJTCF Fund will require reports from time to time, as described in Appendix C.

III. **THE RJTCF FUND EXIT RIGHTS**

The RJTCF Fund shall have the right to require the General Partners to acquire its interest after the end of the compliance period for a price equal to the amount the RJTCF Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partners fail to acquire the RJTCF Fund’s interest, then the RJTCF Fund shall have the right, without the concurrence of the General Partners, to order a sale of the Project.

IV. **OTHER ASSUMPTIONS TO CLOSING**
1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.

2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the RJTCF Fund and its investor members are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.

3. RJTCF and the RJTCF Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJTCF Fund and the fund to be necessary - at the Partnership’s expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.

4. Satisfactory inspection of the property by RJTCF and the RJTCF Fund investors.

5. Approval by the Investment Committee of RJTCF and the RJTCF Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.

6. Availability of investment funds.

7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).

8. During underwriting and due diligence, RJTCF will review the rental assistance agreement and market conditions, and may in its sole discretion determine that a Rental Assistance Transition Reserve or Rental Assistance Loss Guarantee be required as a requirement of Closing.

V. TERM

The initial term of this Agreement shall be for a period from the date of this letter, with a closing (Closing Date) no later than February 29, 2020, providing that RJTCF may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion that the conditions to closing are unlikely to be met. RJTCF may extend the term of this Agreement up to 90 days beyond the initial term and both parties can agree in writing to an extension beyond that date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that the RJTCF Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to pay the RJTCF Fund its $30,000 due diligence/legal reimbursement fee and to reimburse it for the due diligence expenses described below, up to a maximum of $10,000, regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to obtain Investment Committee or Investor approval.
VII. **DUE DILIGENCE FEES**

At the Closing, the Partnership shall pay $30,000 or greater negotiated amount to the RJTCF Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. A higher amount may be appropriate, for example, if the RJTCF Fund undertakes significant work to obtain the title policy, close complicated financings, etc. Such additional charges are subject to negotiation and no amount greater than $30,000 will be incurred or due to the RJTCF Fund from the Partnership without your agreement. You will be responsible for payment of the $30,000 or greater agreed upon due diligence/legal reimbursement fee whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

VIII. **DUE DILIGENCE EXPENSES**

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJTCF shall be paid by the Partnership regardless of whether the Partnership has separately obtained such reports, including without limitation: appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections. Generally, such expenses shall be paid by the Partnership in connection with the Closing. If and to the extent that these expenses are paid by RJTCF, they shall be reimbursed by the Partnership regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

The Partnership must provide at its expense a legal opinion acceptable to RJTCF. If required by an Investor in connection with its admission to the RJTCF Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

IX. **CONFIDENTIALITY**

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.
X. ACCEPTANCE

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by March 17, 2019, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Tax Credit Funds, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partners, Guarantors, or any significant business operation of General Partners or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 1,800 properties nationwide. We look forward to working with you again.

Sincerely,

James Dunton
Managing Director of Acquisitions – Midwest Region
Raymond James Tax Credit Funds, Inc.

Accepted:

By: General Partner

February 28, 2019
Date
February 20, 2019

Sophie Roark
Rosin Preservation, LLC
1712 Holmes
Kansas City, MO 64108

RE: Great Plains Life Insurance Co. Building, 1220 Broadway, Lubbock, Lubbock County, Texas

Dear Ms. Roark:

I have reviewed your recent inquiry regarding the Great Plains Life Insurance Co. Building in Lubbock. The building was designed by noted Texas architect David Castle and completed in 1955. It retains sufficient integrity and is eligible for listing in the National Register of Historic Places under Criterion C in the area of Architecture, as an excellent local example of midcentury skyscraper design by an important regional architect. The building should be considered as a “Certified Historic Structure” for the purpose of qualifying for HUD funding or credits through the Texas Department of Housing and Community Affairs.

If you have any questions, you may contact me at (512) 463-6013 or greg.smith@thc.texas.gov. Thank you for your interest in the National Register and in preserving Texas’ cultural heritage.

Sincerely,

Greg Smith, National Register Coordinator
for Mark Wolfe
State Historic Preservation Officer
February 26, 2019

Margaret Holloway
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: 19088 Metro Tower Lofts 1220 Broadway Lubbock, Texas

Dear Ms. Holloway,

Rosin Preservation is representing Metro Tower Lofts in pursuing full historic designation for Metro Tower Lofts located at 1220 Broadway Lubbock, Texas. Please note that the historic name of the building is the Great Plains Life Insurance Company Building. This is the name that we used to apply for the preliminary historic certification from the Texas Historic Commission and accordingly the name the Texas Historical Commission (THC) used in its preliminary certification letter included with the developer's application. Please feel free to contact me at 816-472-4950 if you have any questions.

Regards,

Sophie Roark
Rosin Preservation, LLC
1712 Holmes
Kansas City, MO  64108
816-472-4950
www.rosinpreservation.com
RESOLUTION

WHEREAS, Metro Tower Housing Partners, LP has proposed a development for affordable rental housing to be named Metro Tower Lofts to be located at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street; and

WHEREAS, Metro Tower Housing Partners, LP intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Metro Tower Lofts; and

WHEREAS, staff has identified that the Development is located in Downtown Lubbock within the Central Business District Tax Increment Financing Reinvestment Zone; and

WHEREAS, City Council finds that the Development contributes more than any other proposed affordable rental housing development within the Central Business District Tax Increment Financing Zone to the concerted revitalization efforts of Downtown Lubbock;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock hereby confirms that it supports the application for the Texas Department of Housing and Community Affairs 2019 Competitive 9% Housing Tax Credits for the proposed development of Metro Tower Lofts at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street by Metro Tower Housing Partners, LP; and

THAT the City Council of the City of Lubbock hereby directs City staff to provide a one-time permit fee waiver not to exceed five hundred dollars ($500) to be applied to an application for a permit by Metro Tower Housing Partners, LP if it is awarded the Texas Department of Housing and Community Affairs 2019 Competitive 9% Housing Tax Credits for the proposed development of the Metro Tower Lofts; and

THAT the City Council of the City of Lubbock identifies Metro Tower Lofts as the proposed development in the 2019 Competitive 9% Housing Tax Credits round that contributes more than any other to the concerted revitalization efforts of the City in the Central Business District Tax Increment Financing Reinvestment Zone;

Passed by the City Council on February 25, 2019

[Signature]

DANIEL M. POPE, MAYOR
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 30.000%
     - Cash flow from operations: 30.000%
     - Developer Fee: 30.000%
     - Total: 90.000% (Must equal at least 50% regardless of structure)
   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
     - Yes A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
     - Yes A detailed narrative describing experience in each category is included.
   - Mark all that apply
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
   - Yes No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - Yes Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - No A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - No A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - Yes Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

   Total Points Claimed: 2

3/1/2019
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement between the City of Austin (COA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that DIVA IMAGING LLC has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 20-SEP-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA’s program, you must immediately (within 30 days of such changes) notify the COA’s program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbHlsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Diva Imaging LLC

Diva Imaging LLC, is the HUB partner for Metro Tower Lofts. Diva Imaging is a single member LLC, solely controlled by Sallie Burchett. Ms. Burchett has 25 years of experience in planning and development and a lifelong member of the American Institute of Certified Planners (AICP).

Housing Experience
Ms. Burchett has been active in the housing industry for her entire career. Her experiences cover a broad range of residential stages from raw law development to certificate of occupancy, including:

- Rehabilitation of multi-family development
- Public sector entitlements – annexionation, zoning, subdivision, and site planning for the multiple Texas cities
- Multi-family and single-family subdivision development
- Construction management and administration
- Assessment of monthly operations and finances
- Interface with management staff and TDHCA.

Ms. Burchett has been an active participant in the Housing Tax Credit industry since 2012, including as a principal in the following developments:

- 18036 Clyde Ranch, Clyde
- 18040 Farmhouse Row, Slaton
- 17004 Old Dowlen Cottages, Beaumont
- 16008 Rachael Commons, McGregor
- 15028 Lometa Pointe, Lampasas
- 14155 Cypress Place, New Braunfels
- 14158 Bishop Gardens, Justin
- 12336 Residences at Solms Village, New Braunfels
- 00500 Chaparral Townhomes, Allen

Material Participation
First established in 2001, Diva Imaging is a certified as a City of Austin Woman Owned Business Enterprise and a State of Texas Historically Underutilized Business. Diva Imaging will materially participate in the development by providing entitlement, sustainability review, and construction administration services. Her skills will contribute to a quality energy efficient product delivered on time and within budget. Diva Imaging will continue participating in the development with site visits and review of monthly financials.

Entitlement
Ms. Burchett assists in the entitlement process with the City. She will facilitate site plan and building permit approval with the City’s development review services staff.

Sustainability Review
Diva Imaging is experienced in energy, environmental, and social equity evaluation. Ms. Burchett reviews the site and building plans and recommends minor modifications that improve the long-term energy consumption of the development, environmental footprint of the site, and outdoor and non-vehicular opportunities for the residents.

Construction Administration
Ms. Burchett participates in the construction meetings, draw reviews, and pay application requests. She also aids in the clear communication and information sharing of Requests for Information and Architects Supplemental Information. From ground breaking to ribbon cutting, Ms. Burchett is involved with keeping the project on time and on budget.

Long Term Participation
Diva Imaging LLC will be involved throughout the entire life of the project. Ms. Burchett will review financial statements and make periodic site visits. She will also serve as liaison with management staff and TDHCA as needed.
Owner and Developer Organization Charts
Owner and Developer Organization Charts

*Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.*

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

- Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

- Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

- If a revised chart is submitted, include the date of submission!
Metro Tower Lofts Ownership Organizational Structure

Metro Tower Housing Partners, LP
a to be formed entity
EIN to be determined

Metro Tower Housing, LLC
a to be formed entity
EIN to be determined
General Partner
 .01%

JCM Ventures, LLC
a Kansas limited liability company
Formed 07/25/2016
EIN: 81-3386512
70%

Jacob Mooney
100%
Ability to Exercise Control

Raymond James Tax Credit Funds
Investor Limited Partner
99.99%

Diva Imaging LLC
a Texas limited liability company
Formed 12/01/2014
EIN: 20-3273287
HUB
30%

Sallie Burchett
100%
Metro Tower Lofts Developer Organizational Structure

JCM Ventures, LLC
a Kansas limited liability company
Formed 07/25/2016
EIN: 81-3386512
Co-Developer: 70% developer fee

Jacob Mooney
100%

Diva Imaging LLC
a Texas limited liability company
Formed 12/01/2014
EIN: 20-3273287
HUB Co-Developer: 30% developer fee

Sallie Burchett
100%
Metro Tower Lofts Guarantor Organizational Structure

Jacob Mooney
100%
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Metro Tower Housing Partners, LP</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 10777 Barkley Street, Suite 140</td>
<td>City: Overland Park State: KS Zip: 66211</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Metro Tower Housing Partners, LP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: na</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (913) 638-2500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
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</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<td></td>
</tr>
<tr>
<td>1. JCM Ventures, LLC</td>
<td>TDHCA Experience: Yes</td>
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<td></td>
</tr>
<tr>
<td>2. Diva Imaging LLC</td>
<td>TDHCA Experience: Yes</td>
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<td>3.</td>
<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: JCM Ventures, LLC</th>
<th>Role/Title</th>
<th>Manager of the GP</th>
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</thead>
<tbody>
<tr>
<td>Address: 10777 Barkley Street, Suite 140</td>
<td>City: Overland Park State: KS Zip: 66211</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Metro Tower Housing, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 7/25/2016 Legal Org is or will be: Limited Liability Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (913) 638-2500 Email: <a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
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</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. Jacob Mooney</td>
<td>TDHCA Experience: Yes</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: Diva Imaging LLC</th>
<th>Role/Title</th>
<th>Hub Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 2003 La Casa Drive</td>
<td>City: Austin State: TX Zip: 78704</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Metro Tower Housing, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 1/1/2014 Legal Org is or will be: Limited Liability Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 5124732527 Email: <a href="mailto:sallie.burchett@divaimaging.com">sallie.burchett@divaimaging.com</a></td>
<td></td>
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</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
<td></td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. Sallie Burchett</td>
<td>TDHCA Experience: Yes</td>
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<td>2.</td>
<td>TDHCA Experience:</td>
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Previous Participation
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Metro Tower Housing Partners, LP
Email Address: jmooney@mrecapital.com
City & State of Home Addr: Overland Park, KS
Applicant Legal Name: Metro Tower Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
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<td>CSBG</td>
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<td>LIHEAP</td>
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<td>HOME:</td>
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<td>CFDC</td>
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<td>Self-Help</td>
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<td>Other:</td>
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<tr>
<td>NSP</td>
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</table>
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: JCM Ventures, LLC
Email Address: jmooney@mrecapital.com
City & State of Home Addr: Overland Park, KS
Applicant Legal Name: Metro Tower Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

- By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16026</td>
<td>Laguna Hotel Lofts</td>
<td>Cisco, TX</td>
<td>HTC</td>
<td>Jul-16</td>
<td>na</td>
</tr>
<tr>
<td>16034</td>
<td>Conrad Lofts</td>
<td>Plainview, TX</td>
<td>HTC</td>
<td>Jul-16</td>
<td>na</td>
</tr>
<tr>
<td>17010</td>
<td>Baxter Lofts</td>
<td>Harlingen, TX</td>
<td>HTC</td>
<td>Jul-17</td>
<td>na</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
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</tr>
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<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
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<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
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<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e., person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Jacob Mooney
Email Address: jmooney@mrecapital.com
City & State of Home Addr: Overland Park, KS
Applicant Legal Name: Metro Tower Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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<tbody>
<tr>
<td>16026</td>
<td>Laguna Hotel Lofts</td>
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<td>Jul‐16</td>
<td>na</td>
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<tr>
<td>16034</td>
<td>Conrad Lofts</td>
<td>Plainview, TX</td>
<td>HTC</td>
<td>Jul‐16</td>
<td>na</td>
</tr>
<tr>
<td>17010</td>
<td>Baxter Lofts</td>
<td>Harlingen, TX</td>
<td>HTC</td>
<td>Jul‐17</td>
<td>na</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

   Community Affairs: | CEAP | DOE | HHSP | WAP
<table>
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<tbody>
<tr>
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</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
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<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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</tr>
<tr>
<td>Other:</td>
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Person/Role: Diva Imaging LLC
Email Address: sallie.burchett@divaimaging.com
City & State of Home Addr: Austin, TX
Applicant Legal Name: Metro Tower Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
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<td>Harlingen</td>
<td>HTC</td>
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<tr>
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<td>Old Dowlen Cottages</td>
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<tr>
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<td>Rachael Commons</td>
<td>McGregor</td>
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<tr>
<td>15028</td>
<td>The Estates of Lampasas</td>
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<td>HTC</td>
<td>Oct-15</td>
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<tr>
<td>14158</td>
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<td>Justin</td>
<td>HTC</td>
<td>Oct-14</td>
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<tr>
<td>14155</td>
<td>Cypress Place</td>
<td>Beaumont</td>
<td>HTC</td>
<td>Oct-14</td>
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<tr>
<td>12336</td>
<td>The Residences of Solms Village</td>
<td>New Braunfels</td>
<td>HTC</td>
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<tr>
<td>500</td>
<td>Chaparral Townhomes</td>
<td>Allen</td>
<td>HTC</td>
<td>Oct-14</td>
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</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<tr>
<td>HOME:</td>
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<td></td>
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</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role:  
Sallie Burchett

Email Address:  
sallie.burchett@divaimaging.com

City & State of Home Addr:  
Austin, TX

Applicant Legal Name:  
Metro Tower Housing Partners, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18036</td>
<td>Farmhouse Row</td>
<td>Slaton</td>
<td>HTC</td>
<td>Jul-19</td>
<td>na</td>
</tr>
<tr>
<td>18040</td>
<td>Clyde Ranch</td>
<td>Clyde</td>
<td>HTC</td>
<td>Jul-19</td>
<td>na</td>
</tr>
<tr>
<td>17010</td>
<td>Baxter Lofts</td>
<td>Harlingen</td>
<td>HTC</td>
<td>Jul-19</td>
<td>na</td>
</tr>
<tr>
<td>17004</td>
<td>Old Dowlen Cottages</td>
<td>Beaumont</td>
<td>HTC</td>
<td>Oct-17</td>
<td>na</td>
</tr>
<tr>
<td>16008</td>
<td>Rachael Commons</td>
<td>McGregor</td>
<td>HTC</td>
<td>Oct-16</td>
<td>na</td>
</tr>
<tr>
<td>15028</td>
<td>The Estates of Lampasas</td>
<td>Lampasas</td>
<td>HTC</td>
<td>Oct-15</td>
<td>na</td>
</tr>
<tr>
<td>14158</td>
<td>Bishop Gardens</td>
<td>Justin</td>
<td>HTC</td>
<td>Oct-14</td>
<td>na</td>
</tr>
<tr>
<td>14155</td>
<td>Cypress Place</td>
<td>Beaumont</td>
<td>HTC</td>
<td>Oct-14</td>
<td>na</td>
</tr>
<tr>
<td>12336</td>
<td>The Residences of Solms Village</td>
<td>New Braunfels</td>
<td>HTC</td>
<td>Oct-12</td>
<td>na</td>
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<tr>
<td>500</td>
<td>Chaparral Townhomes</td>
<td>Allen</td>
<td>HTC</td>
<td>Oct-14</td>
<td>na</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>HOME:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CFDC</td>
<td></td>
<td></td>
<td></td>
<td>TBRA</td>
</tr>
<tr>
<td>HBA</td>
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<tr>
<td>PWD</td>
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<tr>
<td>HRA</td>
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<tr>
<td>SFD</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
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<td></td>
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<tr>
<td>AYBR</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Bootstrap</td>
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</tr>
<tr>
<td>CFDC</td>
<td></td>
<td></td>
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<tr>
<td>Self-Help</td>
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<td></td>
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</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Nonprofit Participation
Not Applicable
Nonprofit Supporting Documents
Not Applicable
Development Team Members
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>JCM Ventures, LLC</th>
<th>Damon Mooney</th>
<th>(813) 638-2500</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:jmooney@mrecapital.com">jmooney@mrecapital.com</a></td>
<td>tbd</td>
<td>813-3386512</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Eastland Properties, LLC</th>
<th>Damon Admire</th>
<th>(806) 676-3011</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:damon@admirelp.com">damon@admirelp.com</a></td>
<td>tbd</td>
<td>26-0646462</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
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</table>

### Infrastructure General Contractor:

<table>
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<tr>
<th>na</th>
<th>na</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<tr>
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</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Eastland Properties, LLC</th>
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</tr>
</thead>
<tbody>
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<td>tbd</td>
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</tr>
<tr>
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<td>No</td>
<td></td>
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</tbody>
</table>

### Architect:

<table>
<thead>
<tr>
<th>Wallace Architects, LLC</th>
<th>Mike Kleffner</th>
<th>(660) 826-7000</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mikek@wallacearchitects.com">mikek@wallacearchitects.com</a></td>
<td>tbd</td>
<td>43-1802526</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
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<tr>
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<tr>
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<td>No</td>
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### Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>na</td>
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### Civil Engineer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Crockett</td>
<td>(573) 447-0292</td>
<td>No</td>
<td></td>
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</table>

### Market Analyst:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Howell</td>
<td>(318) 524-0177</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Appraiser:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>tbd</td>
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</table>

### Attorney:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cynthia Bast</td>
<td>(512) 305-4700</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Accountant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve LeClere</td>
<td>(512) 693-2180</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
</tr>
<tr>
<td>--------------</td>
<td>--------</td>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Lisa Albers</td>
<td>(402) 786-2555</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Paula Wilhoit</td>
<td>(417) 883-1632</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>James Dunton</td>
<td>(727) 567-4803</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

**Property Manager:**
- **Wilhoit Properties**
- **Paula Wilhoit**
- **(417) 883-1632**
- **pwilhoit@wilhoitproperties.com**
- **tbd**
- **43-1432852**
- **No**
- **lalbers@bokf.com**
- **tbd**
- **73-1780382**
- **No**
- **na**
- **na**
- **na**
- **na**

**Originator of Underwriter:**
- **Bank of Oklahoma**
- **Lisa Albers**
- **(402) 786-2555**
- **lalbers@bokf.com**
- **tbd**
- **73-1780382**
- **No**
- **No**

**Bond Issuer:**
- **na**
- **na**
- **na**
- **na**

**Syndicator:**
- **Raymond James**
- **James Dunton**
- **(727) 567-4803**
- **james.dunton@raymondjames.com**
- **tbd**
- **59-2869297**
- **No**

**Supportive Services Provider:**
- **tbd**
- **tbd**
- **tbd**
- **tbd**

**Supportive Services Provider:**
- **na**
- **na**
- **na**
- **na**

2/25/2019
### Title Company
- **Texas Legacy Land and Title**
- **Contact Name**: Shalmarie Permenter
- **Phone**: (806) 803-8130
- Email: shalmarie@texaslegacylandtitle.com
- **Proposed Fee**: tbd
- **Tax ID Number (TIN)**: 27-0668514
- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### Application Consultant:
- **Structure Development**
- **Contact Name**: Sarah Andre
- **Phone**: (512) 698-3369
- Email: sarah@structuretexas.com
- **Proposed Fee**: tbd
- **Tax ID Number (TIN)**: 45-4483787
- **Certified Texas HUB?**: Yes
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### ESA Provider:
- **King Consultants**
- **Contact Name**: Jace Reed
- **Phone**: (806) 763-6157
- Email: jhassoldt@kingcompanies.net
- **Proposed Fee**: tbd
- **Tax ID Number (TIN)**: 75-2288552
- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### PCA Provider:
- **Dominion Due Diligence**
- **Contact Name**: Lisa Zimmerman
- **Phone**: (804) 237-1879
- Email: lzimmerman@d3g.com
- **Proposed Fee**: tbd
- **Tax ID Number (TIN)**: 54-1720249
- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### Other:
- **Contact Name**
- **Phone**
- Email
- **Proposed Fee**
- **Tax ID Number (TIN)**
- **Certified Texas HUB?**
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**

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2/25/2019
Architect Certification Form
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) have attached a statement describing how the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department’s website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §11.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 11.101(b)(8)(B) will be dispersed throughout the Development.

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: ____________________________

Signature

February 22, 2019

Date

M. Randall Porter

Printed Name

24739, Texas

License Number and State

Wallace Architects, LLC.

Firm Name (If applicable)
February 22, 2019

Ms. Margaret Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Metro Tower Renovation, 19088, Lubbock, Texas  
Architect’s Accessibility Statement

Dear Ms. Holloway:

The development is comprised of 20-story, high-rise style apartment buildings with a total of 89 units. The building has two (2) elevators. Based on this layout, the following statement describes how the development complies with the Fair Housing Requirements per 10 TAC §10.101(b)(8)(B).

DISTRIBUTION OF TOTAL NUMBER OF UNITS BY TYPE

- Forty five (45) efficiency, one bathroom type units
- Fourteen (14) one bedroom, one bathroom type units
- Twenty nine (29) two bedroom, two bathroom type units
- One (1) three bedroom, two bath unit type

MOBILITY UNITS – 5, 5%

- Two (2) efficiency one bathroom type units
- One (1) one bedroom, one bathroom type unit
- Two (2) two bedroom, two bathroom type units

HEARING AND VISUAL IMPAIRMENT UNITS - 2, 2%

- One (1) efficiency, one bathroom type unit
- One (1) two bedroom, two bathroom type unit

PARKING - 101, 0.05%

- 6 accessible
- 95 standard spaces
Sincerely,
WALLACE ARCHITECTS, LLC.

M. Randall Porter
Project Manager
44 Evidence of Experience
### Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

**Evidence of experience behind this tab includes:**

- [ ] An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2019 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

### DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

### Davis Bacon Labor Standards (Direct Loan Applications Only)

**NOTE:** The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [ ] Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
December 9, 2016

Mr. Jacob Mooney
10777 Barkley Street
Overland Park, Kansas 66211

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Mooney:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. **We find that the documentation you have provided is sufficient to establish this required experience.** Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ....

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
Applicant Credit Limit
Documentation and Certification
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jacob Mooney</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Sallie Burchett</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>JCM Ventures, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Diva Imaging LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Metro Tower Housing, LLC</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Metro Tower Housing Partners, LP</td>
<td>No</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
Date: 2/20/2019  
Its: Manager of the General Partnership
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Jacob Mooney

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tbody>
<tr>
<td>Metro Tower Lofts</td>
<td>1U</td>
<td>Lubbock</td>
<td>70.00%</td>
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<tr>
<td>Maple Street Lofts</td>
<td>2U</td>
<td>Abilene</td>
<td>70.00%</td>
<td>70.00%</td>
</tr>
<tr>
<td>Alice Lofts</td>
<td>10R</td>
<td>Alice</td>
<td>70.00%</td>
<td>70.00%</td>
</tr>
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I acknowledge that Jacob Mooney is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Jacob Mooney

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/20/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ____________________________

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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☐ a Guarantor on the Application

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<tr>
<td>3104 Division Lofts</td>
<td>3U</td>
<td>Arlington</td>
<td>30.00%</td>
<td>10.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ________________________________
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name: ____________________________
Date: ________________

3/1/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: JCM Ventures, LLC

Which is:
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

JCM Ventures, LLC

Printed Name

Date: 2/20/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Diva Imaging LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [x] a Developer for the Applicant for this specific Application  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:

[Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Diva Imaging LLC
Printed Name
Date: 3/1/2019
Community Input
## Community Input Scoring Items

**TDHCA# 19088**

### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- **Resolution(s) of either "no objection" or "support" is included behind this tab.**
  
  **City of Lubbock**
  
  **Name of Local Government Body**
  
  **Name of Local Government Body (if applicable)**
  
  **Note that resolutions are due March 1, 2019**

### 2. Quantifiable Community Participation - §11.9(d)(4)

- Application expects to receive QCP points.
  
  **Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

### 3. Community Support from State Representative - §11.9(d)(5)

- Application expects to receive points for a letter from a Representative.
  
  **Note that letters are due March 1, 2019**

### 4. Input from Community Organizations - §11.9(d)(6)

- Applicant has included one or more letters of support or opposition behind this tab.

  **List information for each of the letters below:**

  **A. South Plains Food Bank**
  
  **Name of Community Organization**
  
  David Weaver
  
  Contact Name
  
  **Support**
  
  **B. YWCA**
  
  **Name of Community Organization**
  
  Glenda Mathis
  
  Contact Name
  
  **Support**
  
  **C. Open Door**
  
  **Name of Community Organization**
  
  Linda Gaither
  
  Contact Name
  
  **Support**
  
  **D. Louise Hopkins Underwood Center for the Arts**
  
  **Name of Community Organization**
  
  Lindsey Maestri
  
  Contact Name
  
  **Support**
  
  **E. Communities in Schools of the South Plains, Inc.**
  
  **Name of Community Organization**
  
  Kenna West
  
  Contact Name
  
  **Support**
  
  **F.**
  
  **Name of Community Organization**
  
  Contact Name
  
  **Support**

2/28/2019
Resolution No. 2019-R0050
Item No. 7.17
February 25, 2019

RESOLUTION

WHEREAS, Metro Tower Housing Partners, LP has proposed a development for affordable rental housing to be named Metro Tower Lofts to be located at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street; and

WHEREAS, Metro Tower Housing Partners, LP intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Metro Tower Lofts; and

WHEREAS, staff has identified that the Development is located in Downtown Lubbock within the Central Business District Tax Increment Financing Reinvestment Zone; and

WHEREAS, City Council finds that the Development contributes more than any other proposed affordable rental housing development within the Central Business District Tax Increment Financing Zone to the concerted revitalization efforts of Downtown Lubbock; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock hereby confirms that it supports the application for the Texas Department of Housing and Community Affairs 2019 Competitive 9% Housing Tax Credits for the proposed development of Metro Tower Lofts at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street by Metro Tower Housing Partners, LP; and

THAT the City Council of the City of Lubbock hereby directs City staff to provide a one-time permit fee waiver not to exceed five hundred dollars ($500) to be applied to an application for a permit by Metro Tower Housing Partners, LP if it is awarded the Texas Department of Housing and Community Affairs 2019 Competitive 9% Housing Tax Credits for the proposed development of the Metro Tower Lofts; and

THAT the City Council of the City of Lubbock identifies Metro Tower Lofts as the proposed development in the 2019 Competitive 9% Housing Tax Credits round that contributes more than any other to the concerted revitalization efforts of the City in the Central Business District Tax Increment Financing Reinvestment Zone;

Passed by the City Council on February 25, 2019.

Daniel M. Pope, Mayor
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

c: docs/RES. Adoption – Housing Credits – Metro Tower Housing
02.18.19
February 26, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Metro Tower Lofts
TDHCA #19088

Dear Ms. Holloway:

My office has received the Public Notification for Metro Tower Lofts located at Broadway, 10th St, and Main St; Lubbock, TX 79401, in House District 84, which I represent. I have also received confirmation that the proposed development has received support from the City of Lubbock Council Members and the Central Business District Tax Increment Financing Reinvestment Zone.

I am pleased to lend my support to this project which will serve the constituents in my District.

Sincerely,

John M. Frullo
State Representative, District 84
February 8, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Metro Tower Lofts, TDHCA #19088 in Lubbock, Texas

Dear Ms. Holloway,

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Metro Tower Lofts, an affordable housing development to be located in Lubbock at 1220 Broadway Street in Lubbock County.

South Plains Food Bank is a 501(3)(c) nonprofit organization that serves the Lubbock community by securing, growing, processing, and distributing food to charitable organizations and persons in need. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Metro Tower Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Lubbock and Lubbock County.

Should you have any questions or concerns, please do not hesitate to contact me at 806-763-3003 or dweaver@sphb.org. Thank you for your consideration.

Sincerely,

David Weaver
Chief Executive Officer,
South Plains Food Bank
5605 MLK Boulevard
Lubbock, Texas 79404
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2019

SOUTH PLAINS FOOD BANK, INC.
5605 MARTIN L KING BLVD
LUBBOCK, TX 79404-5000

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-27-1983
- Sales and use tax, as of 05-27-1983
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17519048296

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
SOUTHPLEINS FOOD BANK

The South Plains Food Bank, Inc. is a humanitarian resource responsible for securing, growing, processing, and distributing food to charitable organizations and persons in need. South Plains Food Bank, Inc. also strives to provide opportunities for persons to break out of the poverty cycle.

The South Plains Food Bank is committed to alleviating hunger and giving hope to the hungry.

WHAT WE DO

Food banking solves two problems... hunger and waste.

Food banks collect food donated by individuals through food drives; unsaleable food from manufacturers, wholesalers, grocery stores; unmarketable or surplus produce from farmers; and prepared, but unserved, food from restaurants. At the warehouse, the food is cleaned, sorted, packaged, and distributed to individuals and families in need through partnerships with local non-profit social service agencies and churches.

South Plains Food Bank, Inc. was founded in 1983 to provide food and hope for families in need in a 20-county area of West Texas. Through a network of more than 220 non-profit agencies and churches, food is available in the following South Plains counties: Bailey, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, Kent, King, Lamb, Lubbock, Lynn, Motley, Scurry, Stonewall, Terry, Yoakum.

South Plains Food Bank, Inc. is a 501(c)(3) private, not-for-profit corporation. It is governed by a Board of Directors, which works with a CEO, staff, and community volunteers to ensure the fulfillment of the mission. The Food Bank is a member of Feeding America, the National Network of Food Banks.

South Plains Food Bank, Inc. is divided into two divisions. Each division is designed to fulfill the mission and vision of the organization.

Food Bank Operations: The mission of the Food Bank Operations Division is to (1) provide food for area hungry while preserving human dignity and offering self-sufficiency opportunities, and (2) maintain and grow the donor base for food and funds through partnerships at every level.

Farm, Orchard, and GRUB Operations: The mission of the Farm, Orchard, and GRUB Division is to combat hunger by growing fresh produce and by teaching others in order to achieve personal, economic, and community self-sufficiency.
Rates of food insecurity among rural households are generally lower than urban households, but slightly higher than the national average. The irony is that many of these food-insecure households are in the very rural and farm communities whose productivity feeds the world and provides low-cost wholesome food for American consumers. According to Feeding America, 52% of counties with the highest rates of food insecurity are in rural areas. Rural areas also account for 59% of counties with the highest rates of child food insecurity.

To combat this in our area, the South Plains Food Bank has a Mobile Pantry program. Our Mobile Pantry partners with agencies in 19 of the 20 counties we serve and deliver our food boxes to our most rural locations. Our partnership allows the Food Bank to address the areas of need and is making an impact in the lives of the food-insecure in these communities.

A list of cities served by our Mobile Pantry can be found [here](#).

*To find out more about our Mobile Pantry program, please contact our Director of Agency Services, Trine Solis-Jackson at 806-763-3003 ext. 13*
2018-2019 BOARD OF DIRECTORS

The Board of Directors passionately upholds the mission of the South Plains Food Bank. As a board, we support the core values of the food bank to end hunger, give hope and enrich lives. These values have guided our board and our organization for over thirty years. We are proud to play a part in working to create a hunger-free community.

Board Chair
Charles Key

Board Vice Chair
David Deason

Governance Chair
Travis Johnson

Stewardship Chair
Chase Head

FOG Chair Committee
Rick Cohen

Food Bank Committee Chair
Skipper Wood

Immediate Past Board Chair
Shelley Harp

Children's Feeding Programs Committee
Karen Murfee

Board Members:
Nancy Beck  Audrey McCool
Gary Bell  Chale A. McVay
Bob Bellah  Howard Mercer
Lou Ann Bergstein  Lon Miller
Cal Brints  Thomas A. Musiak
Billie Caviel  Norval Pollard
Donna Chandler  John Potter
Chris Cook  Margaret Randle
Shelby Crews  John Richardson
Tony Crumpton  Kyle Rogers
Russell Dabbs  Monica Salas
Bob Ewalt  Laura Sidner
Robin Green  Maria Strong
Joe Hefley  Genia Tillingham
Tom Hurley  Russ Wallace
Dr. Heenan Johnson, II  Rose Wilson
Benton Kastman  Tom Winzeler
Byron Kennedy  Emie Young
Karen King  Harry Zimmerman
Michael McCauley
TOURS

We invite you to learn more about how our programs reach over 57,000 individuals each year and serve twenty counties across the South Plains. Guests are often surprised at the overwhelming amount of need in our community for our services and the numerous ways that we are working to alleviate hunger.

Our FREE one hour Behind the Scenes Mission Luncheon takes place at the South Plains Food Bank. We are located at 5605 MLK Blvd.

Monthly tour dates occur:
First Tuesday – Free Lunch (Noon-1pm)
Third Thursday – Free Lunch (Noon-1pm)

To register for a listed date available, or to make a specific request, please contact Vanessa Morelion at vmorelion@spfb.org or (806) 763-3003 ext. 21
February 26, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Metro Tower Lofts, TDHCA #19088 in Lubbock, Texas

Dear Ms. Holloway,

Please accept this letter in support of the project for Metro Tower Lofts in Lubbock, TX (TDHCA #19088) The need for affordable housing, particularly housing that will serve our downtown area is significant. I am writing this letter to voice my support the Metro Tower Lofts, as an affordable housing development to be located in Lubbock at 1220 Broadway Street in Lubbock County.

The YWCA of Lubbock is a 501(3)(c) nonprofit organization that serves the Lubbock community by providing community outreach and serving families and children at every stage of life with education, childcare, health and wellness services, as well as sports and fitness. We see the impact of our lower wage scales, our lack of transportation services and a very tight labor market. As an organization that has a thriving childcare program in the area and regularly works within the community to support the needs of families, we believe that Metro Tower Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Lubbock and Lubbock County.

Should you have any questions or concerns, please do not hesitate to contact me at 806-781-9803 or by email at Glenda.mathis@ywcalubbock.org. Thank you for your consideration of this important endeavor.

Sincerely,

Glenda Mathis, CFRE
Chief Executive Officer
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2019

YOUNG WOMENS CHRISTIAN ASSOCIATION OF LUBBOCK, TEX
3101 35TH ST
LUBBOCK, TX 79413-2312

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 01-03-1956
Sales and use tax, as of 07-01-1987

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17509394270

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
OUR MISSION, VISION & VALUES

OUR MISSION
The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all.

OUR VISION
The YWCA of Lubbock impacts lives daily and advances the power of women and diversity to strengthen our community.

OUR VALUES
Integrity, Compassion, Leadership, Commitment.

www.ywca.org
LOCATIONS

J.T. & MARGARET TALKINGTON YWCA AT SUN ’N FUN
Administrative Offices, Front Office, Fitness Center, Outdoor Pool
6204 Elgin Avenue
Lubbock, TX 79413
806.771.0184
View Map
Office Hours
Monday – Friday: 6 a.m. – 9 p.m.
Saturday: 7 a.m. – 6 p.m.
Sunday: 12 p.m. – 6 p.m.
Talkington Kids Club:
5:00pm-8:00pm
Sun ’n Fun Pool Hours:
The pool is closed for the season. Check back for Spring/Summer 2019 hours.

LIVERMORE BUILDING
Administrative Offices
3101 35th Street
Lubbock, TX 79413
806.792.2723
View Map

CHILD DEVELOPMENT CENTER
Location: 3101 34th Street
Mailing Address: 3101 35th Street, Lubbock, TX 79413
806.776.9735
View Map

PLANET BLUE BUILDING

O’NEIL BUILDING
YW-Care Offices, Camps, Y*100
3101 35th Street
Lubbock, TX 79413
806.776.9717
View Map

THE LEGACY EVENT CENTER
Talkington Hall, Ballroom, Parlor, Atrium, Meeting Rooms
Breast & Cervical Health Initiative, Head Start, Texas School Ready! Initiative
Office Location: 1500 14th Street
Mailing Address: 3101 35th Street, Lubbock, TX 79413
806.687.8854
View Map
Legacy Event Center Website
EARLY HEAD START

At the YWCA Child Development Centers, infants and toddlers learn through creative and responsive instruction in a nurturing environment designed to maximize their potential and prepare them for success.

Through the focused development of literacy and school readiness, we believe all children of Lubbock deserve the finest care and highest quality education. The YWCA, in collaboration with South Plains Community Action Association, offers early learning classrooms with the primary focus of stimulating a child’s imagination and fostering their academic, social and emotional development.

All YWCA Early Head Start teachers have a Child Development Associates and significant training in the special needs of early childhood and the impact of high-risk factors in the home and family. There is frequent interaction with parents and an emphasis on helping parents develop strategies to support each child’s specific needs.

Our classrooms utilize the Infant and Toddler FrogStreet Curriculum, a comprehensive, research-based curriculum designed to integrate instruction across developmental domains and early learning disciplines. In conjunction with this, the classroom learning framework in the five essential domains are:

- Social and Emotional Development
- Language Development and Literacy
- Approaches Toward Learning
- Cognition and General Knowledge
- Physical Development and Health

There are no fees or tuition for students enrolled in the Early Head Start program.

Our Locations include:
YWCA CDC: 3101 35th St.
YWCA Legacy: 1500 14th St.

For questions or additional information, please contact:
Regina Culver, Legacy Director
Phone: (806) 792-2723 x3241
Email: regina.culver@ywcalubbock.org
HEALTH & CANCER SCREENING

The Women's Health initiative provides financial assistance for breast and cervical cancer screenings to uninsured and underinsured women and men who meet program guidelines. WHI serves more than 1,000 women annually with mammograms, diagnostic mammograms, biopsies and cervical cancer screenings. WHI also assists uninsured women who are diagnosed with breast or cervical cancer with an application for Medicaid for Breast and Cervical Cancer. WHI is the only Department of State Health Services Breast and Cervical Cancer Services (BCCS) program contractor in the South Plains.

BREAST CANCER PATIENT NAVIGATION

The YWCA's Breast Cancer Patient Navigation Services enables breast cancer survivors to thrive and shine through the obstacles presented by breast cancer while encouraging, empowering, and supporting one another along the journey. Many of our services include identifying the needs of the patients and linking them to resources, survivor support groups, provide survivors with donated blessings, host special events/socials for survivors and publish informational/written resources requested by survivors. We assist anyone who has been diagnosed with breast cancer.

WHI is made possible with the support of the Avon Breast Cancer Crusade, the Lubbock Area Affiliate of the Susan G. Komen Foundation, the Lubbock Area United Way, and the CH Foundation. Our offices are located at The Legacy Event Center at 14th Street and Avenue O. You can reach us by calling 806-687-8858 or email at bchi@www.ywcalubbock.org. Our fax number is 806-784-0698.

Join us on Facebook.

DOWNLOAD OUR REGISTRATION PACKET:

ESPANOL  
ENGLISH
February 26, 2019

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Metro Tower Lofts, TDHCA #19088 in Lubbock, Texas

Dear Ms. Holloway,

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Metro Tower Lofts, an affordable housing development to be located in Lubbock at 1220 Broadway Street in Lubbock County.

Open Door is a 501(3)(c) nonprofit organization that serves the Lubbock community by providing residents with housing for the chronically home and housing for survivors of sex trafficking. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Metro Tower Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Lubbock and Lubbock County.

Should you have any questions or concerns, please do not hesitate to contact me at 806-794-6000 or lgaither@westmarkrealtors.com. Thank you for your consideration.

Sincerely,

Linda Gaither  
Board Member  
Open Door  
1916 13th Street  
Lubbock, TX 79401
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2019

LUBBOCK OPEN DOOR
1918 13TH ST
LUBBOCK, TX 79401-3705

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 12-17-2010
Sales and use tax, as of 04-20-2011

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32043222614

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Mission
To cultivate community, opportunity, and restoration with people experiencing poverty and homelessness.

Vision
Every person has a place to live, thrive, and belong.

Values

Community
We are a community committed to one another in all circumstances of life. We value the gifts of every person and strive together to become who God has created us to be.

Restoration
As participants in God’s restorative work, we seek restoration with God, self, others, and all of creation.

Opportunity
We cultivate empowering opportunities that promote increased health, stability, and overall wellbeing for individuals and the community.

Faith
Our mission is rooted in Christian faith and welcomes all people.
Open Door is a member of South Plains Homeless Consortium, Texas Homeless Network, South Plains Food Bank, and Texas Health & Human Services.

Open Door believes collaboration is key to impacting our entire community. We are proud to partner with businesses across our community, state, and nation.
In need of resources?

See some of the opportunities Open Door Community Center offers.

Vital Records

Open Door helps individuals get vital records such as birth certificates, IDs, and Social Security cards. The Community Center staff is able to help anyone with the paperwork and process to obtain these records, however will only be able to pay for individuals who are currently homeless.

The following steps should be taken to get these records:

- Visit Open Door Community Center any Wednesday morning from 8:00 am-11:00 am to fill out paperwork (required).
- Because the process changes regularly, it is recommended that you come in person to fill out this information.
- If you are approved on Wednesday, come back Thursday morning at 8:00 am and the staff will take you to get IDs.

This process occurs on a weekly basis.

The limit for these records is one per person.

Lockers

If you need a secure place to store your belongings, please contact the Community Center staff at (806) 687-6876 to learn how you can get a locker.

Application for Benefits

Community Center staff can help people apply for jobs and benefits (such as Disability, Social Security, food stamps, etc.). Come to the Community Center or contact Community Center staff to learn more.

Additional Community Resources:

- 2-1-1 offers community-wide information about available resources (dial 2-1-1 on any phone)
- Broadway Church of Christ (clothing closet): (806) 763-0464
- Family Promise of Lubbock: (806) 744-5035
- Grace Campus: (806)-500-5006
- Lubbock Homeless Outreach Team Office: (806) 775-2975
- Salvation Army: (806) 765-9434
- Voice of Hope: (806) 763-7273
- Women’s Protective Services: Administration (806) 748-5292 or Hotline (806) 747-6491
People experiencing homelessness have unique medical needs that are often unaddressed in traditional healthcare settings.

Access

In Lubbock, nearly 70% of all homeless people use emergency rooms as their only source of medical care. This is both a highly expensive and inefficient use of resources. For the homeless population, access issues can be complex and include such things as lack of transportation and lack of knowledge about available options.

Open Door Clinic seeks to provide accessible medical care in the places where homeless people spend their time, reducing this formidable barrier to regular medical care.

Understanding

The complex healthcare system is daunting to someone facing complex issues. Lack of education, illiteracy, language barriers, mental illness, and many other factors contribute to a lack of understanding in navigating the healthcare system.

Open Door Clinic seeks to create a Clinic that is easy for anyone to access. Open Door medical staff provides patient navigation services for patients who need it, helping them connect with healthcare resources across the community to ensure our patients’ health needs are met.

Trust

Lack of trust is a major barrier for many homeless people seeking medical care. For many people who have experienced trauma or who have a mental illness, encountering several strangers in a healthcare setting can trigger negative responses.

Open Door Clinic is a relationship-based clinic where medical staff are well known and respected among patients.

As Open Door Clinic continues to grow, we plan to expand our services to include patients outside of our Housing program. Our dream is to operate both an on-site medical clinic as well as a mobile clinic that will meet the healthcare needs of people on the streets.
Open Door Community Center is a place where everyone is welcome.

As one of the only day shelters in Lubbock, the Community Center offers a variety of resources for anyone in need such as:

- Showers and restroom facilities
- Mail and phone service
- Lockers for personal items
- Daily breakfast and coffee
- Life skills classes
- IDs and birth certificates

The following classes are offered periodically through the Community Center:

- Addiction Recovery
- Job Skills
- Anger Management
- Spiritual Wellness
- Health and Wellness
- Woman’s Empowerment
- Men’s Empowerment
- Art
- Cooking
- Grief Counseling

Community Center staff are available daily to provide pastoral care, answer questions, and make referrals to community resources.

**Winter Hours (Nov-Feb):**

- Sunday: 7:00 am - 12:00 pm (includes worship at 10:15 am)
- Monday: 7:00 am - 2:00 pm
- Tuesday: 7:00 am - 2:00 pm
- Wednesday: 7:00 am - 7:00 pm (includes a Community Meal at 5:30 pm)
- Thursday: 7:00 am - 2:00 pm
- Friday: 7:00 am - 2:00 pm
- Saturday: 7:00 am - 12:00 pm

On emergency weather days, the Community Center remains open until 5:00 pm and provides transportation to and from overnight shelter. Please contact the Community Center for more information.
February 27, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Metro Tower Lofts, TDHCA #19088 in Lubbock, Texas

Dear Ms. Holloway,

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Metro Tower Lofts, an affordable housing development to be located in Lubbock at 1220 Broadway Street in Lubbock County.

LHUCA (Louise Hopkins Underwood Center for the Arts) is a 501(3)(c) nonprofit organization that serves the Lubbock community by providing residents with visual arts, theatre, dance, musical, literary, and film programs. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that Metro Tower Lofts will serve our clients well and will promote a high quality of life for the underserved citizens of Lubbock and Lubbock County.

Should you have any questions or concerns, please do not hesitate to contact me at 806-762-8606 or lindsey.maestri@lhuca.org. Thank you for your consideration.

Sincerely,

Lindsey Maestri
Executive Director,
LHUCA
511 Ave K
Lubbock, Texas 79401
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2019

THE LOUISE HOPKINS UNDERWOOD CENTER FOR THE ARTS
511 AVENUE K
LUBBOCK, TX 79401-1800

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 08-29-1997
- Sales and use tax, as of 08-29-1997

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17527326163

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Welcome to LHUCA, our mission is to cultivate and celebrate all the arts by inspiring creativity and engaging with the community.

LHUCA Galleries
Monday   Closed
Tuesday   11am - 5pm
Wednesday 11am - 5pm
Thursday  11am - 5pm
Friday    11am - 5pm
Saturday  11am - 5pm
Sunday   Closed

Programs of LHUCA:
- First Friday Art Trail
  Mar 1, 2019
- Will of the Wind presents "To Kill A Mockingbird"
  Mar 2, 2019 – Mar 10, 2019
- Tai Chi in the Gallery
  Mar 9, 2019
- The Life and Art of Henri Rousseau with Christian Conrad
  Mar 9, 2019
- The Life and Art of Maya Lin with Christian Conrad
  Mar 23, 2019
- Hub City Contra
  Mar 23, 2019

Support LHUCA
DONATE

Get the Newsletter
DONATE
We respect your privacy.

http://lhuca.org/
Welcome to LHUCA, a place where we come together to create community. Presenting visual, performing, and literary arts for adults and children are central to our mission: to cultivate and celebrate all the arts by inspiring creativity and engaging with the community.

LHUCA is a place for all people with programs that enhance and enrich our life experiences. Together we make life better.
The Helen DeVitt Jones Clay Studio

INSPIRING AND ENRICHING OUR COMMUNITY THROUGH THE CERAMIC ARTS

The Helen DeVitt Jones Clay Studio at LHUCA is a working studio open to the public for everyone with an interest in clay and the ceramic arts. The Helen DeVitt Jones Clay Studio is the finest, most well-equipped studio of its kind on the High Plains of Texas. Our goal is to offer the very best of the ceramic experience to all sectors of the public. We offer a wide variety of classes, workshops, and programs in an effort to inspire our community by being the catalyst for the ceramic arts in West Texas.

Our studio is available to the public through a variety of classes, workshops, and programs. Since we opened our doors in 2006, we have continued to expand our facilities and programs to inspire and enrich everyone in our community interested in the ceramic arts. Our studio has 14 wheels, 6 kilns, 2 clay mixers, pug mill, slab roller, and clay extruder. We blend and sell 5 different clay bodies supplying potters, sculptors, and schools throughout the region. Along with our other services, we can also custom fire your work. Be sure and check out Open Studio for the established potter, "Taste of Clay" for the curious, and our classes for those wishing to expand their knowledge of clay.

CLASSES AND WORKSHOPS

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<tr>
<td>Whiteware Cone 06-04</td>
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<td>$36.00</td>
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</table>

*Prices include blocked and bagged. Add $0.10/lb for pugged and bagged.
Current Exhibits at LHUCA

LHUCA features four galleries with almost 5,000 sq. ft. of exhibition space that serves as a stage for local, national, and internationally known artists. Our goal is to bring insightful thought provoking exhibitions that will deepen your understanding, appreciation and connection with the arts. Most of the art on exhibit is for sale. To buy art or inquire about pricing, please contact our Curator, Linda Cullum at 806-762-8606. Visit our submissions page to learn how you can be a part of the art at LHUCA.

Matthew Bourbon and Phoebe Duckworth
February 1 – March 30, 2019
Christine DeVitt Exhibition Hall

James W Johnson
February 1 – March 30, 2019
HDJ Studio Gallery

Lauren Lopez
March 1 - 30, 2019
John F. Lott Gallery

Lubbock ISD Youth Art Month (YAM)
Martin McDonald Gallery
March 1 – March 30, 2019
Communities In Schools of the South Plains, Inc.
1946 Avenue Q, 3rd Floor
Lubbock, TX 79411

February 28, 2019

To Whom It May Concern,

We are contacting you regarding a renovation project presented by MRE Capital in Lubbock Texas. As a non-profit 501(c)3 organization on the South Plains we are excited to hear of said project that would greatly impact our community in such a tremendous way. Communities In Schools supports this project because we feel it will provide housing to those in need across the community.

Our Mission is to surround students with a community of support, empowering them to stay in school, and achieve in life. A large part of making this happen involves providing community resources to at-risk students with low income parents. We provide services to many homeless students because there is not enough affordable housing within our community as it is to support the demand.

In Closing, Communities In Schools of the South Plains is extremely supportive of this project and hope it will provide affordable housing to give those in need a place to live for many years to come. We also would like to thank you for providing this opportunity for Lubbock and the entire south plains community.

Sincerely,

Kenna West
Chief Executive Officer
806-368-8090
kenna.west@cissouthplains.org
Alison Blalock <ablalock@westmarkrealtors.com> Thu, Feb 28, 2019 at 11:29 AM
To: Sallie Burchett <sallie@structuretexas.com>, Isabelle Atkinson <isabelle@structuretexas.com>
Cc: Dan Sailler III <dsailler@mrecapital.com>, "Jake Mooney (jmooney@mrecapital.com)" <jmooney@mrecapital.com>

From: Aften Flake [mailto:aften.flake@cissouthplains.org]
Sent: Thursday, February 28, 2019 11:27 AM
To: Alison Blalock
Cc: Kenna West
Subject: Letter of support

Alison,

Good morning. Thank you for reaching out to us. Please find attached a letter of support from Communities In Schools of the South Plains for the NTS building project.

Regards,

-Aften Flake

Director of Operations
Communities In Schools The South Plains
1946 Avenue Q, 3rd Floor
Lubbock TX 79411
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2019

COMMUNITIES IN SCHOOLS OF THE SOUTH PLAINS, INC.
1946 AVENUE Q # 3
LUBBOCK, TX 79411-2030

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 03-01-1999
- Sales and use tax, as of 03-01-1999
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17528195815

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
WHO WE ARE

Our Mission
The mission of Communities In Schools is to surround students with a community of support, empowering them to stay in school and achieve in life.

Our Method
CIS engages students in learning through case management and whole school services, including:

* Supportive guidance & counseling
* Tutoring, academic enrichment
* College preparation, pre-employment training
* Health, basic needs, fitness and mental health
* Mentoring and adult advocates
* Parental involvement, assistance with basic needs

The Texas Education Agency focuses state and federal resources on identifying and replicating proven strategies for dropout prevention and recovery. Research indicates that providing mentors or adult advocates for students at-risk of dropping out of school is an effective dropout prevention strategy to help students address learning, social, and emotional needs that are barriers to academic achievement. This is one of the proven strategies used in the CIS program. CIS also provides targeted academic support to address skill gaps and enrich the learning environment for students who are off-track and struggling.
WHAT WE DO

Communities In Schools’ Formula for Success: The ‘Five Basics’
Communities In Schools believes that every child needs and deserves these “Five Basics”:

• A one-on-one relationship with a caring adult
• A safe place to learn and grow
• A healthy start and a healthy future
• A marketable skill to use upon graduation
• A chance to give back to peers and community

The Five Basics grew out of the organization’s collective experience during the first two decades of its existence. Each Basic is critical to keeping students in school and helping them prepare for life. The Basics are, quite simply, what every parent wants for his or her own children.

In the words of CIS founder Bill Milliken: “Programs don’t change kids –relationships do.”

Support Communities In Schools Of The South Plains.
When you shop at smile.amazon.com,
Amazon donates.

Go to smile.amazon.com
FACTS AND FIGURES

2017-2018

During the 2017-2018 school year, Communities In Schools of the South Plains served 2,377 students through before and after school programs (21st Century/ACE Cycle 8 & Cycle 9) and the CIS Traditional Model. Of the 2,377 Case Managed students monitored who received targeted interventions services:

- 94% improved in academics
- 84% improved in attendance
- 96% improved in behavior
- 97% had social service needs met
- 95% were promoted to the next grade level
- 97% that were eligible to graduate, graduated
- 98% stayed in school

2016-2017

During the 2016-2017 school year, Communities In Schools of the South Plains served 2,342 students through before and after school programs (21st Century/ACE Cycle 8 & Cycle 9) and the CIS Traditional Model. Of the 2,342 Case Managed students monitored who received targeted interventions services:

- 92% improved in academics
- 86% improved in attendance
- 94% improved in behavior
- 90% had social service needs met
- 96% were promoted to the next grade level
- 94% that were eligible to graduate, graduated
- 98% stayed in school
OUR PARTNERS

CORPORATE PARTNERS

MICHAEL POSTAR'S AFFORDABLE STORAGE

A-PLUS Storage

CECO™

HB CONSTRUCTION

Raising Canes Chicken Fingers

SIGN DESIGN

SONIC Drive-In

STARCARE SPECIALTY HEALTH SYSTEM

United supermarkets
For information on becoming a Corporate Partner, please contact Jennifer Wall, Director of Development for CIS of the South Plains, at (806) 388-8090.

**Communities In Schools In the South Plains** partners with the Texas Education Agency, the Lubbock Area United Way, Texas Tech University, St. Catherine Specialty Health System, Lubbock Christian University, the East Lubbock Community Alliance, The Caprock Foundation and 23 local non-profit agencies (full list of partners below).

United Way Community Partners

(Click here to download and print pdf copy)

**PARTNER AGENCIES**

American Red Cross serving the Texas South Plains
Big Brothers Big Sisters of Lubbock-Plainview
Boy Scouts of America, South Plains Council
Boys & Girls Clubs of Lubbock
CASA of the South Plains
Catholic Charities, Diocese of Lubbock
Children's Advocacy Center of The South Plains
Communities in Schools on the South Plains
Early Learning Centers of Lubbock
Family Counseling Services
Girl Scouts of Texas Oklahoma Plains
Goodwill Industries of Northwestern Texas
Guadalupe-Parkway Neighborhood Centers
Legal Aid Society of Lubbock
Literacy Lubbock
Lubbock Children's Health Clinic
The Parenting Cottage
The Salvation Army
Upbring, The New Lutheran Social Services
Voice of Hope (Lubbock Rape Crisis Center)
Volunteer Center of Lubbock
Women's Protective Services of Lubbock
YWCA of Lubbock
### Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: King Consultants
   - Date of Report: Jan 30 2019
   - [x] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [x] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - [ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - [ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
     - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm:
     - Contact Person:
     - Contact Telephone:
     - Email:

3. **Primary Market Area Map**
   - [x] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Gibson Consulting
   - Date of Report: tbd
   - Development Site Location:
     - Longitude: -101.84883
     - Latitude: 33.584859

4. **Property Condition Assessment (PCA)**
   - Prepared by: Dominion Due Dilligence
   - Date of Report: Feb 28 2019

5. **Appraisal**
   - Prepared by: tbd
   - Date of Report: na

6. **Site Design and Development Feasibility Report**
   - Prepared by: Crockett Engineering
   - Date of Report: Feb 22 2019

2/28/2019
Metro Tower Lofts

The Phase I Environmental Site Assessment conducted by King Consultants, Inc. did not identify any recognized environmental conditions (RECs) and no further environmental assessment activities are recommended for the project site.

However, the study indicates that an asbestos survey, testing for lead-based paint, testing for lead in drinking water, and a noise study are recommended for the property in accordance with HUD standards due to proximity to an airport and a railway.

Although the development team does not anticipate asbestos, lead-based paint, lead in drinking water, or noise being an issue for the project, funds have been budgeted as part of the environmental costs to conduct further investigation. Any recommendations received from the investigation will be incorporated into the construction of the development.

Metro Tower Housing Partners, L.P

BY: Metro Tower Housing, LLC and its members

BY: Jacob Mooney

[Signature]

Jacob Mooney, Developer – Guarantor – Owner, JCM Ventures, LLC

February 26, 2019

Date
**MARKET ANALYSIS SUMMARY**

Provider: Gibson Consulting, LLC  
Date: 2/19/2019  
Phone: 901-409-3415

Contact: Jim Howell

Development: Metro Tower Lofts  
Target Population: general

Definition of Elderly Age:

Site Location: 1220 Broadway  
City: Lubbock  
County: Lubbock

Site Coordinates: Latitude 33.584859  
Longitude -101.84883  
(decimal degree format)

Primary Market Area (PMA) page 42  
Square Miles 42

### CENSUS TRACTS

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February 27, 2019

Mr. Brent Stewart  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

Re: Public Information Request – Release

Greetings:

As part of the market studies produced for the 2019 9% LIHTC application round, Gibson Consulting, LLC (GIBSON) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. GIBSON acknowledges that the Texas Department of Housing and Community Affairs (the “Department”) may publish any of the reports on the Department’s website, release it in response to a request for public information, and make other use of the information as authorized by law.

Sincerely,

BY: ____________________________
Jim Howell  
General Manager and Senior Market Analyst  
Gibson Consulting, LLC
48  Tie Breakers
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value). If a tie still persists, then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (“AMFI”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

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<table>
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<tr>
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<tr>
<td>Poverty Rate =</td>
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</table>

| Applicable Poverty Rate = | NA |

<table>
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<th>Is Site in Region 13?</th>
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<tbody>
<tr>
<td>Poverty Rate =</td>
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</tbody>
</table>

| Applicable Poverty Rate = | NA |

**Rent Burden Rank = 4438** (lower number wins tie)

**Tie-Breaker #2 (10 TAC §11.7(2))**

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

<table>
<thead>
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<th>Development Longitude:</th>
<th>-101.84883</th>
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<tr>
<td>Development Latitude:</td>
<td>33.584859</td>
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</tbody>
</table>

**Target Population:** General

**Closest Development serving same Population:** Greenfair Park Apartments

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<table>
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<th>Year of Award:</th>
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2/24/2019
19088 Metro Tower Lofts

Neighborhood Risk Factor Report

2019 9% Housing Tax Credit Cycle
Metro Tower Housing Partners, LP
Neighborhood Risk Factors Report Packet

The purpose of the packet is to formalize the process in which neighborhood risk factors ("NRF") are disclosed and the NRF Report is submitted pursuant to 10 TAC §11.101(a)(3) of the Qualified Allocation Plan ("QAP"). The packet may be submitted at pre-application (if applicable per 10 TAC §11.8(b) relating to Pre-Application Requirements) or at Application. Applicants who wish to submit a request for pre-determination prior to pre-application or Application are advised to review 10 TAC §11.101(a)(3) for additional guidance. Termination due to an Applicant’s own non-disclosure is not appealable as such appeal is in direct conflict with certifications made in the Application and within the control of the Applicant.

Pursuant to 10 TAC §11.8(b), related to Pre-application Participation, the competitive HTC pre-application must identify neighborhood risk factors related to crime and schools.

- Pre-application Disclosure: Pre-application #_____ Development Name _____
- Application Disclosure: Application #19088 Development Name Metro Tower Lofts

My Development Site includes the following neighborhood risk factor(s) (Check all that apply):

☐ Development Site is located in a census tract has poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13).

☐ Development Site is located in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons annually as reported on https://www.neighborhoodscout.com/.

☒ Development Site is located within 1,000 ft. (measured from nearest boundary of the Site to the nearest boundary of blighted structure) of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.

☐ Development Site is located within the attendance zones of an elementary school, a middle school, or a high school that does not have a Met Standard rating by the Texas Education Agency, based on the 2018 Accountability Ratings (unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply).
**Neighborhood Risk Factors Report:**

I have submitted information for the items listed below, or such other mitigation as the Applicant determines appropriate to support a Board determination that the proposed Development Site should be found eligible, as such information might be considered to pertain to the neighborhood risk factor(s) disclosed, pursuant to 10 TAC §11.101(a)(3)(C) of the QAP. Such information is included behind this page.

- Determination regarding neighborhood boundaries;
- Assessment of general land use in the neighborhood;
- Assessment concerning any of the features of the neighborhood risk factors present in the neighborhood, regardless of whether they are within the specified distances referenced in 10 TAC §11.101(a)(2);
- Assessment of the number of existing affordable rental units in the Primary Market Area (PMA), including comment on concentration based on the size of the PMA;
- Assessment of the percentage of households residing in the census tract that have household incomes equal to or greater than the median household income for the MSA or county where the Development site is located;
- Assessment of the number of market rate multifamily units in the neighborhood and their current rents and levels of occupancy;
- Assessment, for the previous two academic years, of school performance for each of the schools in the attendance zone containing the Development that did not achieve the Met Standard rating for 2018 (unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply), that includes the TEA Accountability Rating Report, a discussion of performance indicators and what progress has been made over the prior year, and the campus improvement plan in effect. If there is an update to the plan that shows progress made under the plan, provide the update. If no update is available, provide information from a school official that speaks to progress made under the plan as indicated in 10 TAC §11.101(a)(3)(D)(iv); and
- Additional information, if requested by the Department.

**Provide any comments or additional information in the box below, if applicable.**

Please see the attached documentation packet that has hyperlinks in the table of contents and has been bookmarked for ease of navigation.
Mitigation of the Neighborhood Risk Factor(s):

[X] I have provided information regarding mitigation of the above-mentioned neighborhood risk factors, as applicable, behind this page, along with a summary narrative describing how the information presented meets the requirements of 10 TAC §11.101(a)(3)(D) of the QAP, or;

Waiver of the Neighborhood Risk Factor(s):

☐ I am requesting a waiver of the presence of the above-mentioned neighborhood risk factors, as applicable, pursuant to 10 TAC §11.101(a)(3)(E) of the QAP, on the basis that the Development is necessary to enable the state, a participating jurisdiction, or an entitlement community to comply with its obligation to affirmatively further fair housing, a HUD approved Conciliation Agreement, or a final and non-appealable court order. Documentation to that effect is included herein with the disclosure and waiver request.

Provide any comments or additional information in the box below, if applicable.

Department Contacts:

9% HTC Applications: Sharon.Gamble@TDHCA.state.tx.us (9% Program Administrator)

4% HTC and Tax-Exempt Bond Applications: Teresa.Morales@TDHCA.state.tx.us (Multifamily Manager)

Direct Loan Only Applications: Andrew.Sinnott@TDHCA.state.tx.us (Multifamily Loan Programs Manager)

How to Submit the NRF Report Packet:

- Upload if a Serv-U Account has been set-up for the pre-application or Application and notify the appropriate contact person of the upload (refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed);

Or

- Include the packet behind tab 2 of the Uniform Multifamily Application.
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Neighborhood Scout Crime Report  
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Market Rate Multifamily Housing Stock  
Incomes in the Census Tract  
- Median Household Income ACS 5-Year Estimates 2012-2016 Data  
- Household Incomes ACS 5-Year Estimates 2012-2016 Data  
OnTheMap Jobs Analysis
February 20, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Application #19088 Metro Tower Lofts Neighborhood Risk Factor Report

Dear Ms. Holloway,

I am writing to provide the Department with additional information regarding the Neighborhood Risk Factor disclosure for Application #19088, Metro Tower Lofts, in accordance with 11.101(a)(3)(B)(iii). We found 6 instances of property neglect or deferred maintenance that warrant disclosure to TDHCA for potential blight. Though the instances of disrepair are minor, we feel that full disclosure is best in all cases regarding TDHCA regulations. This letter, along with the Neighborhood Risk Factor Report, will provide a clearer impression that Downtown Lubbock is currently undergoing revitalization and blight is not a risk factor.

Please bear in mind, the Downtown area in which the development will be located has been the target of millions of dollars in investment from the City of Lubbock, the private sector, and various other stakeholders. These investment initiatives have been spearheaded through the Central Business District Tax Increment Financing Zone (TIF) and through the Downtown Revitalization Action Plan. More information is available in the Concerted Revitalization Packet that is uploaded to the FTP site for Metro Tower Lofts.

Introduction to the Neighborhood

Metro Tower Lofts is in the heart of Downtown Lubbock at the corner of Broadway Street and Avenue L. Downtown, also known as the Central Business District. It is bounded by Marsha Sharp Freeway to the north, Interstate 27 to the east, 19th Street to the south, and Avenue Q to the west. Please see the Downtown Lubbock Neighborhood Map in the documentation packet.

Downtown is home to the City of Lubbock’s original settlement and its oldest buildings. Throughout the late nineteenth century, Lubbock was a rural settlement, until the Sante Fe Railway extended its tracks in 1909 down from Plainview, Texas to cut through what is now the northeast quadrant of Downtown. The extension of the railroad, along with prosperous agricultural production and the establishment of the Texas Technological College (now Texas Tech University) just west of the area, laid the ground work for a thriving Downtown community in the twentieth century.

Metro Tower Lofts is an acquisition rehabilitation of Metro Tower that constructed in 1955 and is the tallest building in Lubbock.

Neighborhood Land Use

Downtown, the area has a healthy mix of high-density land uses as demonstrated in the attached Downtown Lubbock Land Use Map. City Hall and most municipal departments are headquartered in the Central
Business District, along with many Lubbock County buildings, such as the County Courthouse, the County Sheriff’s Office and the County Tax Assessor’s Office. As the name would suggest, commercial land use represents a significant portion of the Central Business District; there are several nationally recognized hotels, multiple financial institutions, locally-owned small business, law firms, and restaurants found throughout the Downtown area. Many of Lubbock’s cultural institutions are located Downtown as well, such as the Buddy Holly Center, the Cactus Theater, the Lubbock Symphony Orchestra, the central branch of the Lubbock Public Library, the offices for the Lubbock Avalanche-Journal, and a new state-of-the-art Performing Arts Center that is located just across the street from the Civic Center. Downtown also has a small supply of market-rate residential land use.

Neighborhood Risk Factors

Only one of the four risk factors warrant disclosure and an in-depth exploration, potential blight.

- **Low Poverty:** Metro Tower Lofts is located in a census tract with a poverty rate of 13.6%. The poverty rate in the Downtown census tract was consistently below the poverty rate for the State of Texas from 2012 through 2016. In fact, this census tract also qualifies as a high opportunity census tract.

- **Low Crime:** The census tract containing Metro Tower Lofts has a crime rate of 7.94, well below TDHCA’s threshold of 18 crimes per 1,000 persons.

- **Good Schools:** Students living at Metro Tower Lofts will be served by Guadalupe Elementary School, Cavazos Middle School, and Lubbock High School. Please see the documentation attachment for each school's 2018 Accountability Reports from the Texas Education Agency.
  - Guadalupe Elementary, which serves students in kindergarten through 5th grade, has received a ‘Met Standard’ rating and five out of the six Distinction Designations from the Texas Education Agency in 2018. Cavazos Middle School similarly received a ‘Met Standard’ rating from the Texas Education Agency in 2018, along with two Distinction Designations in Comparative Academic Growth and Comparative Closing the Gaps.
  - Cavazos Middle School also offers an academic curriculum focused on technology-based coursework, with course offerings in Animation, Broadcast Journalism, Electronic Media/Digital Art, Video Production, and STEM labs.
  - Lubbock High School is an exemplary secondary institution that will serve Metro Tower Lofts and has consistently received ‘Met Standard’ ratings and Distinction Designations from the Texas Education Agency. The high school campus offers a range of rigorous academic programs, including LEAP (Lubbock Exemplary Academic Program, International Baccalaureate, and AP credit courses).

- **Blight:** The only Neighborhood Risk Factor that may pose an issue for the proposed Metro Tower Lofts is potential blight. As a revitalization area, downtown Lubbock has several older buildings that are vacant. The enclosed assessment identifies six minor instances of potential blight within 1000 feet of Metro Tower Lofts. We do not feel that these rise to a level of concern that would be a negative characteristic for residents of Metro Tower Lofts or the success of the development.

Revitalization and Mitigation

Downtown Lubbock is covered by the Central Business District TIF that has injected millions of dollars into the Downtown area through Capital Improvement Projects, which are projected to bring the total assessment value to $361.5 million and the total increment value to $255.7 million by the end of the 40-year TIF term. The almost $1 million in available funding for TIF Capital Improvement Projects in the 2017-2018 Operating Budget will help the area continue its mission of fostering public and private investments in the area, promoting residential and commercial development, and guiding the master developer through the realization of the Downtown Revitalization Action Plan, which highlights goals and strategies for implementation. Since its creation, the TIF has appropriated $14.75 million in funding towards TIF projects identified in the
Downtown Revitalization Action Plan and within the Central Business District, which has helped pave the way for a high-opportunity Downtown Lubbock

In addition to the funds that have been allocated through the TIF and Capital Improvement Program budget. There are numerous examples of targeted public and private investment in Downtown Lubbock that easily mitigate the minor blight that is present. These examples include the following and are further described in the documentation packet:

- Citizens Tower - The new location of City hall, a revitalized former Citizens Bank Building, a $63 million redevelopment.
- South Plains College - The school will be renovating the former City Hall location bringing 2500 students to the downtown area.
- Buddy Holly Hall of Performing Arts and Science - A new 220,000 square foot state-of-the art $154 million facility funded by the Lubbock Entertainment and performing Arts Association.
- Convention Center Hotel Project - $76 million 250 room Marriot International hotel.
- Cotton Court Hotel - A 169 room private hotel.
- Courthouse Lofts - 23 high end residential apartments.
- Pioneer Pocket Hotel – Downtown’s 10 room boutique hotel

Keep Lubbock Beautiful and the Community Development Department also promote community improvement by operating a Minor Rehabilitation Program, a Cleanup Program, and a Beautification Program. All these initiatives will support the successful turnaround of vacant and underutilized structures, mitigating the potential blight that we have identified and will contribute to the success of the proposed Metro Tower Lofts development.

Existing Rental Inventory: Affordable and Market-Rate

The Primary Market Area for Metro Tower Lofts has seven affordable housing developments serving an area that covers approximately 30,000 acres of land in the Lubbock Metropolitan Statistical Area. This translates to 1,418 affordable housing units to serve a population of almost 100,000 people. This data, along with statistics on incomes, market rate rents, and multifamily unit availability in the area, would suggest that the primary market area has the capacity for many more affordable units. Please see page 29 for a map of Metro Tower Lofts’ Primary Market Area and page 31 for more information on the affordable housing developments in the market area.

There is a small amount of market-rate housing stock in Downtown Lubbock. There are currently roughly 100 market-rate multifamily housing units downtown, the majority of which are spread across six multifamily developments. The rents at these three developments are more expensive than TDHCA 60% rents for Lubbock by at least $140 for one-bedroom units, almost $300 for two-bedroom units, and over $1,800 for three-bedroom units. The Occupancy Rate for these developments range from 90% to 100% according to Apartments.com. The high price tag associated with Downtown Lubbock’s multifamily rental units, suggests that more reasonably priced rental units would provide affordable housing options to renters in Downtown Lubbock.

<table>
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<tr>
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<th>Address</th>
<th>Unit Types/Rents</th>
<th>Total Units</th>
<th>Occupancy</th>
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</thead>
<tbody>
<tr>
<td>Courthouse Lofts</td>
<td>800 Broadway Street Lubbock, TX 79401</td>
<td>-One-bedrooms starting at $900 -Two-bedrooms starting at $1,155 -Four-bedroom going for $2,800</td>
<td>23</td>
<td>91%</td>
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Household Income

Incomes in the area surrounding Metro Tower Lofts suggest that future residents at Metro Tower Loft will be exposed to many opportunities for economic mobility and financial stability. The Lubbock, Texas Metro Area has a median household income of $43,632. Median income in the Metro Tower Lofts Census Tract tracks the Lubbock Metro Median closely, and nearly half of households in the tract earn the Median Income or higher. Due to the development’s location within the heart of the Central Business District, residents will have access to ample job opportunities. OnTheMap assesses that residents living at Metro Tower Lofts will be within 1 mile of more than 6,000 jobs that pay an annual salary of up to $40,000.

Summary

I have referred to the instances of Metro Tower Lofts only potential risk factor, potential blight, as minor because it involves only a few structures and these instances are in the process of being mitigated through the City of Lubbock’s public investment efforts totaling over $300 million in private and public investment. I hope that you find the risk for the neighborhood negligible or non-existent as demonstrated above and with the attached documentation.

Thank you for reviewing this report and for your consideration. Please let me know should you have any questions or concerns at sallie@structuretexas.com or at (512) 473-2527.

Sincerely,

Sallie Burchett, Consultant to the Project  
sallie@structuretexas.com  
(512) 473-2527

| City Street Lofts | 1414 Texas Avenue Lubbock, TX 79401 | -One-bedrooms starting at $850  
-Two-bedrooms starting at $1,150 | ~10 | 90% |
|-------------------|--------------------------------------|------------------------------------------|-----|-----|
| Pioneer Condos    | 1204 Main Street Lubbock, TX 79401   | -One-bedrooms starting at $1,068  
-Two-bedrooms starting at $1,344  
-Three-bedrooms starting at $2,870 | 38 | 100% |
| 1201 17th St      | 1201 17th Street Lubbock, TX 79401   | -One-Bedrooms (rents unknown)         | 12 | 100% |
| 15th St. Apts.    | 1419-1421 Avenue M Lubbock, TX 79401 | -One-Bedrooms (rents unknown)         | 6  | 100% |
| 16th Place        | 1615 16th St Lubbock, TX 79401       | -no information available             | 9  | 100% |
Downtown Lubbock Neighborhood

Metro Tower Lofts
1219 and 1220 Broadway,
1301 10th St, 1402 Main
Lubbock, Texas
Downtown Lubbock Neighborhood

Metro Tower Lofts
### SELECTED HOUSING CHARACTERISTICS

**2012-2016 American Community Survey 5-Year Estimates**

**Note:** This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

A processing error was found in the Year Structure Built estimates since data year 2008. For more information, please see the errata note #110.

### Data Collection

- **HOUSING OCCUPANCY**
  - **Total housing units:** 491 (+/-21) (X)
  - **Occupied housing units:** 401 (+/-49) 81.7% (+/-9.4)
  - **Vacant housing units:** 90 (+/-46) 18.3% (+/-9.4)
  - **Homeowner vacancy rate:** 5.2 (+/-6.9) (X) (X)
  - **Rental vacancy rate:** 24.2 (+/-16.1) (X) (X)

- **UNITS IN STRUCTURE**
  - **Total housing units:** 491 (+/-21) 491 (X)
  - **1-unit, detached:** 271 (+/-42) 55.2% (+/-8.0)
  - **1-unit, attached:** 4 (+/-6) 0.8% (+/-1.2)
  - **2 units:** 0 (+/-13) 0.0% (+/-7.3)
  - **3 or 4 units:** 36 (+/-30) 7.3% (+/-6.1)
  - **5 to 9 units:** 30 (+/-27) 6.1% (+/-5.4)
  - **10 to 19 units:** 63 (+/-34) 12.8% (+/-6.7)
  - **20 or more units:** 79 (+/-44) 16.1% (+/-9.0)

- **YEAR STRUCTURE BUILT**
  - **Total housing units:** 491 (+/-21) 491 (X)
  - **Built 2014 or later:** 0 (+/-13) 0.0% (+/-7.3)
  - **Built 2010 to 2013:** 0 (+/-13) 0.0% (+/-7.3)
  - **Built 2000 to 2009:** 15 (+/-17) 3.1% (+/-3.4)
  - **Built 1990 to 1999:** 43 (+/-25) 8.8% (+/-5.0)
  - **Built 1980 to 1989:** 62 (+/-37) 12.6% (+/-7.4)
  - **Built 1970 to 1979:** 106 (+/-25) 21.6% (+/-5.1)
  - **Built 1960 to 1969:** 70 (+/-37) 14.3% (+/-7.7)
  - **Built 1950 to 1959:** 104 (+/-46) 21.2% (+/-9.5)
  - **Built 1940 to 1949:** 36 (+/-30) 7.3% (+/-6.2)
  - **Built 1939 or earlier:** 55 (+/-37) 11.2% (+/-7.6)

- **HOUSING TENURE**
  - **Occupied housing units:** 401 (+/-49) 401 (X)
  - **Owner-occupied:** 238 (+/-37) 59.4% (+/-9.4)
  - **Renter-occupied:** 163 (+/-50) 40.6% (+/-9.4)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Households not paying cash rent are excluded from the calculation of median gross rent.

Telephone service data are not available for certain geographic areas due to problems with data collection of this question that occurred.
THE METRO TOWER NEIGHBORHOOD CRIME

67 Vital Statistics. 5 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

8

(100 is safest) 1

Safer than 8% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th>Number of Crimes</th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>17</td>
<td>133</td>
<td>150</td>
<td>150</td>
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</tbody>
</table>

Crime Rate (per 1,000 residents)

7.94 62.15 70.09

VIOLENT CRIME INDEX

16

(100 is safest) 1

Safer than 16% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
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<tbody>
<tr>
<td>15</td>
<td>5</td>
<td>17</td>
<td>19</td>
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VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 126

in this Neighborhood

1 IN 191

in Lubbock

1 IN 228

in Texas
# 2018 Accountability Ratings Overall Summary

**GUADALUPE EL (152901161) - LUBBOCK ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>82</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>67</td>
<td>67</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>39</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>85</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>78</td>
<td>85</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 97.3%)</td>
<td>39</td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>66</td>
<td>75</td>
<td>Met Standard</td>
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</table>

**Distinction Designations**

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
### Texas Education Agency

#### 2018 Accountability Ratings Overall Summary

**CAVAZOS MIDDLE (152901062) - LUBBOCK ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>72</td>
<td>Met Standard</td>
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<tr>
<td>Student Achievement</td>
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<td>Improvement Required</td>
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<tr>
<td>STAAR Performance</td>
<td>28</td>
<td>56</td>
<td>Improvement Required</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
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<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>67</td>
<td>72</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>28</td>
<td>63</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 97.6%)</td>
<td>36</td>
<td>72</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td>72</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

#### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
LUBBOCK H S (152901022) - LUBBOCK ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>83</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>85</td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>50</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>56</td>
<td>87</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>98.3</td>
<td>95</td>
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<tr>
<td>School Progress</td>
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<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>58</td>
<td>63</td>
<td>Met Standard</td>
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<tr>
<td>Relative Performance (Eco Dis: 38.6%)</td>
<td>53</td>
<td>76</td>
<td>Met Standard</td>
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<tr>
<td>Closing the Gaps</td>
<td>62</td>
<td>78</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
Potential Blight Assessment

Possible Blight #1: Vacant Business on Main St.

Possible Blight #2: Vacant Business on Main St
Potential Blight Assessment

Possible Blight #3: Vacant Business on Avenue K.

Possible Blight #4: Vacant Business on 13th St.

Possible Blight on Avenue K

Possible Blight on 13th St.
Potential Blight Assessment

Possible Blight #5: Vacant Business on 13th St.

Possible Blight #6: Vacant Business on Avenue J
Citizens Tower

The City of Lubbock purchased the former Citizens Bank building located at the intersection of 14th Street and Avenue K in downtown Lubbock, Texas. It is a concrete structure with 11 stories above grade, a basement, an adjacent 2 level annex, a 5 level concrete parking garage, a second basement below the parking lot southeast across the intersection and two connecting tunnels. The project scope consists of demolition of the parking garage and convert to surface parking; renovation of the Citizens Bank building into the City of Lubbock’s new Citizens Tower; and renovation/construction of a single story above the second basement. The tower and annex will house the majority of City Hall’s departments and functions. The new single story and basement will house the Utility Customer Services Center.

This project marks the start of a revitalizing effort targeting future downtown re-development. Occupancy Target Date of September 21, 2019

This project is budgeted at $63 Million dollars.

From the City of Lubbock.

City Hall – 1625 13th Street

The City of Lubbock is currently renovating the Omni Building, now named Citizens Tower to move all City of Lubbock employees and offices into. This will leave multiple buildings vacant in downtown Lubbock. However, it has been announced that South Plains College, based in Levelland, will be renovating the City Hall building located at 1625 13th. This will be another campus for them and they are projecting to have approximately 2,500 students enrolled at this campus once the renovations are complete.
Buddy Holly Hall of Performing Arts and Science

This is a state-of-the-art performing arts facility that will feature 2 theaters, event space, a full service bistro and a ballet academy all under one roof. The construction budget of $154 million will build this 220,000 sf campus.

- Helen DeVitt Jones Main Theater will seat 2,200 with a rise over four levels.
- The Crickets Studio Theater will be 24,225 SF designed with Lubbock ISD’s needs in mind with 425 seats, concessions and lounge area, private entrance and a dedicated lobby.
- Multipurpose Event Room with 6,000 sub-dividable square feet functional for receptions, banquets, lectures, meetings and rehearsals
- Ballet Lubbock Pre-Professional Academy - 22,000 square-foot dance center, office and storage space
- Food and Dining space including a 2,500 square-foot commercial kitchen to accommodate all venue catering & a 2,000 square-foot Bistro with a 100-seat capacity
- Christine DeVitt Main Lobby
- Back stage

Buddy Holly hall is privately funded and owned by The Lubbock Entertainment and Performing Arts Association. Construction is well under way and projected opening will be in 2020.

Information from Lepaa.org
Lubbock City Council has approved a new hotel development at the south west corner of Mac Davis Lane and Ave K by GRACO Development and TAJ Hospitality. Currently this land is excess Civic Center parking. The hotel will be operated by Marriott International and will have approximately 250 rooms with nearly 12,000 sf of meeting space. The hotel will have the main tower with additional space for a ballroom and possibly retail space. With this new development, a multi-story parking garage will be included. The entire project is expected to cost $76 million dollars. Currently ground breaking is expected to take place in the spring of 2020.

**Cotton Court Hotel – 1610 Broadway**

Brand new 169 room hotel development by Houston-based Valencia Group set to break ground in early 2019 and finish construction during the first half of 2020. The hotel will be constructed at 1610 Broadway, just west of the Wells Fargo Building in downtown Lubbock. The project will be built by Teinert Construction and is expected to have a total of 117,259 sf of space.
Courthouse Lofts – 800 Broadway

This historic building in downtown Lubbock was built in 1932 as the original Lubbock Post Office and Federal building. It was purchased a few years ago and renovated into 23 unique apartments fully equipped with modern luxuries while maintaining the historical significance of the building with the original marble staircase, original doors, windows and gorgeous ceiling tile work. There are even 2 original walk-in safes that are now closets.

Pioneer Pocket Hotel

Lubbock’s newest boutique hotel is located in the historic Pioneer building on Broadway. The Pioneer pocket hotel is a fully-automated hotel which is a first of its kind in Lubbock. Each suite is fully furnished and equipped with apple and android charging stations, free wifi, and reserved parking. There are 10 rooms and each room has a unique theme from the Legacy Suite, Historic Lubbock Suite, Pioneer Room, Chancellor’s Suite and the Vineyard rooms are just a few.
Examples of Community Improvement Programs

**PROGRAMS**

**Minor Rehabilitation Program**
This program is designed to assist eligible homeowners with repairs to their home. The program will address codes issues and any health or safety concerns. Each case is handled on an individual basis and the needs of each property are assessed independently. This is a grant program so there is no payback for qualified participants. Open Enrollment periods are twice a year, in the spring and fall.

**Heating & Cooling Repair**
This program is designed to help qualified persons in obtaining repairs to existing heating or cooling units. Program is available to citizens living in Lubbock County. Priority is given to households where at least one person is elderly (60-years or older), disabled or a child age 5 or younger. To qualify, please contact Neighborhood House @ (806) 589-1907.
Inquiries for program services or information for Open Enrollments may be obtained by completing our Program Inquiry Form below.

Para asistencia en español, por favor llame (806) 775-2301.

The link below shows the Income Guidelines for all programs within the Community Development department.

- Minor Rehabilitation program use income limits at 80%
- Heating and/or Cooling repairs use the income limits under ESG guidelines.

(The Major and Minor Rehabilitation Programs are available to eligible homeowners City-wide. However, per grant regulations, at least seventy-percent of all projects must be located within CDBG eligible areas.)

*CDBG Low-Mod Income Eligible Areas Map*
Examples of Community Improvement Programs

PROGRAMS

KEEP LUBBOCK BEAUTIFUL'S PROGRAMS INCLUDE CLEANUPS, BEAUTIFICATION AND EDUCATION. THESE PROGRAMS PROMOTE COMMUNITY IMPROVEMENT AND STEWARDSHIP AND HELP CONSERVE PUBLIC AND PRIVATE GREEN SPACES THROUGHOUT THE CITY. KEEP LUBBOCK BEAUTIFUL RECOGNIZES THE POWER OF PARTNERSHIPS BETWEEN PUBLIC AND PRIVATE SECTORS AND THESE PROGRAMS ARE MADE POSSIBLE THROUGH SUCH COLLABORATIONS.

WE ARE ENCOURAGING YOU AND YOUR VOLUNTEER GROUPS TO MAKE A VISIBLE DIFFERENCE WHERE YOU LIVE BY GETTING ON BOARD.

PARTICIPATING GROUPS INCLUDE CIVIC ORGANIZATIONS, SCHOOLS, AND BUSINESSES - ANY GROUP CAN CLEANUP LITTER AND BULKY ITEMS FROM ALLEYS, PARKS, ROADSIDES, BIKE TRAILS, NEIGHBORHOODS, PLAYA AND CANYON LAKES OR BEAUTIFY AN AREA WITH PLANTING TREES AND PERENNIALS.

CLEANUP PROGRAM

KEEP LUBBOCK BEAUTIFUL WILL LOAN OUT TO GROUPS GLOVES, VESTS AND LITTER ABATEMENT TOOLS FOR A CLEANUP PROJECT. TRASH BAGS WILL BE PROVIDED FOR THE LITTER.

BEAUTIFICATION PROGRAM

KEEP LUBBOCK BEAUTIFUL SUPPORTS A WIDE VARIETY OF COMMUNITY BEAUTIFICATION EFFORTS. WHEN THESE EFFORTS ARE SUSTAINED, THE IMPROVEMENTS CAN RESULT IN A COMMUNITY UNITED WITH BEAUTIFICATION AS COMMON PURPOSE AND TRANSFORMATIONS OCCUR NOT ONLY IN THE PHYSICAL SURROUNDINGS BUT AN INCREASED IN COMMUNITY PRIDE.

INTERESTED IN ANY OF OUR PROGRAMS?

SEE THE ABOUT US PAGE, AND REACH OUT TODAY! TOGETHER WE CAN WORK TO KEEP LUBBOCK BEAUTIFUL!
About

10 on Tuesday is an anti-litter program that originated in 2012 from the North Texas region. The goal of the program is to promote and engage the community to decrease the amount of trash.


Whatever you want to call it – you will find it all around us.

What can you do?

Get involved by making a pledge to remove 10 pieces of litter every Tuesday. Any individual citizen or business can be part of the solution. We want to educate and raise awareness with our citizens to become more conscious of keeping our city litter-free. One person, one business, one organization can positively affect the behavior of others in our communities. Your action will help conserve natural resources and keep our community clean. Pitch in and put trash in its place.

You can also take certain recyclable litter, and dispose of them in any City of Lubbock Recycling Citizen Convenience Centers.

PLEDGE FORMS

- **INDIVIDUAL PLEDGE**
- **BUSINESS/ORGANIZATION PLEDGE**
- **SCHOOL/CLASSROOM PLEDGE**

We need partners like you to take the pledge and pick up 10 pieces of litter every week.

Find information regarding litter in Keep America Beautiful (KAB), 2009 Executive Summary by clicking [here](https://ci.lubbock.tx.us/departments/keep-lubbock-beautiful/programs)
I pledge not to litter. I will make sure that every product comes to the end of its life cycle by placing the waste in the appropriate bin, container, recycle bin, trash bag or ashtray. I will dispose of the waste correctly.

Also, I pledge not to allow litter linger on my property, lawn, street, or alley. I will pick up from my private property right away because I understand that leaving litter will attract more litter.

Cigarette Litter - BUTT, They’re So Small!

There are people who would never think of littering; however, they think nothing of flipping a cigarette butt out of a window or on the ground. Cigarettes butts might be small, but they are mighty when it comes to the dangers they pose to the environment.

Did you know that cigarettes are the most littered item in America?

They represent nearly 30% of the items documented in nationwide clean-up initiatives. Cigarette filters are made of cellulose acetate fibers and not cotton. Cigarette butts are not biodegradable. It can take years, for fibers to decay into a plastic powder that can not be seen. Butts have a lasting and negative impact on the environment.

Several trillion cigarette butts are casually flicked onto streets, parking lots, sidewalks, lakes and beaches annually. Typically, wind and rain carry these filters by way of ditches and sewer systems into the earth’s water supply. The water we drink!

Cigarette butts discarded while still burning have caused numerous grass and forest fires. Hundreds of people in the United States die each year in fires started by cigarettes, and a few thousand individuals are injured. This is a great concern in Lubbock, especially during periods of drought.

Be environmentally responsible by properly disposing your cigarette butts in an ashtray or receptacle.

Give your cigarette butts a proper burial.

Don’t Flick It, Stick It
Total Population in all of the census tracts in the Primary Market Area: 95,972

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Estimate</th>
<th>Total Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01, Lubbock County, Texas</td>
<td>1,823</td>
<td>95,972</td>
</tr>
<tr>
<td>2.02, Lubbock County, Texas</td>
<td>1,913</td>
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<tr>
<td>3.01, Lubbock County, Texas</td>
<td>3,921</td>
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<td>3.02, Lubbock County, Texas</td>
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<td>4.03, Lubbock County, Texas</td>
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<td>25, Lubbock County, Texas</td>
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<tr>
<td>Name of Development</td>
<td>Year of Award</td>
<td>LIHTC Units</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Cameron Court (Windcrest Village)</td>
<td>1996</td>
<td>208</td>
</tr>
<tr>
<td>Madison Park (fka Estacado Village)</td>
<td>1997</td>
<td>208</td>
</tr>
<tr>
<td>Cantibury Pointe Castle Garden Apartments</td>
<td>2001</td>
<td>108</td>
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<tr>
<td>Castle Garden Apartments</td>
<td>2002</td>
<td>152</td>
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<tr>
<td>Park Meadows Villas</td>
<td>2003</td>
<td>100</td>
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<tr>
<td>Greenfair Park Apartments</td>
<td>2006</td>
<td>120</td>
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<tr>
<td>Hillcrest Manor Senior Community</td>
<td>2006</td>
<td>200</td>
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<td>Stone Hollow Village Emory Senior Village Apts</td>
<td>2004 and 2007</td>
<td>112</td>
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<td>2009</td>
<td>102</td>
<td>Elderly</td>
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<td>Guadalupe Villas</td>
<td>2018</td>
<td>108</td>
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Total LIHTC Units: 1418
Total General Units: 1008
### Schwab Safe Room
- **Rent:** $1,250
- **Square Feet:** 1,078
- **Bed / Bath:** 2 bd / 2 ba
- **Address:** 800 Broadway Street - 301, Lubbock, TX 79401

**Description:** Nothing is more unique to this building than the original 1931 Schwab built in safe that is now your bedroom closet! Additionally, this corner unit has 5 windows and convenient access to the main stairwell and elevator. No shortage of originality here!

**Amenities:** Refrigerator, Stove, Dishwasher, disposal, Washer & Dryer, Window Coverings, Central Heating & Air, All Electric

### Freight Elevator Suite
- **Rent:** $1,275
- **Square Feet:** 1,257
- **Bed / Bath:** 2 bd / 1 ba

**Description:** Huge price improvement! This 2 bedroom unit features what is the largest living area in the entire building! If that were not enough this room also houses the original freight elevator that brings the rustic charm of this building to life. Tall ceilings, black paver tiles, and the well-appointed kitchen make it home!

**Amenities:** Refrigerator, Stove, Dishwasher, disposal, Washer & Dryer, Window Coverings, Central Heating & Air, All Electric

### Sorting Room 3
- **Rent:** $925
- **Square Feet:** 640
- **Bed / Bath:** 1 bd / 1 ba

**Description:** Huge price improvement! This shotgun style room is in the heart of what was originally the Lubbock Post Office mail sorting area. If you are looking to live in a part of history, then this room is for you! The tall ceiling and black paver flooring invite you in as the warm light beaming through the windows to the entry foyer make you feel right at home.

**Amenities:** Refrigerator, Stove, Dishwasher, disposal, Washer & Dryer, Window Coverings, Central Heating and Air, All Electric

### Sorting Room 4
- **Rent:** $1,000
- **Square Feet:** 672
- **Bed / Bath:** 1 bd / 1 ba

**Description:** This shotgun style room is in the heart of what was originally the Lubbock Post Office mail sorting area. If you are looking to live in a part of history, then this room is for you! The tall ceiling and black paver flooring invite you in as the warm light beaming through the windows to the entry foyer make you feel right at home.

**Amenities:** Refrigerator, Stove, Dishwasher, disposal, Washer & Dryer, Window Coverings, Central Heating & Air, All Electric
Cozy Frontage Unit
800 Broadway Street - 302, Lubbock, TX 79401

This step saving unit is perfect for those looking to be comfortably nestled on the top floor of this distinguished building. Overlooking the city street below, the 3 large windows in the living room will give you a splendid view of the South end of downtown Lubbock. Beautiful hardwoods, original woodwork, natural light, and an economical price mean this one will not last long!

This beautiful...

Amenities: Refrigerator, Stove, Dishwasher, disposal, Washer & Dryer, Window Coverings, Central Heating & Air, All Electric

The Courtroom
800 Broadway Street - 304, Lubbock, TX 79401

Huge price improvement!
What is certainly the most unique space at The Courthouse Lofts belongs to this namesake unit. This unit was originally the Federal Courtroom that heard many cases throughout its lifetime. Marble surrounds and simple classical pediments frame two pairs of raised entry doors with brass knobs and plates. A paneled wainscot of stained white oak encircles the room standing...

Amenities: Refrigerator, Stove, Dishwasher, disposal, Washer & Dryer, Window Coverings, Central Heating & Air, All Electric
Available Now

Click on Each Address for More Information

1601 Ave J #1615
1414 Texas Ave #1A
1414 Texas Ave #4A
1414 Texas Ave #7B
Available Units at City Street Lofts

City Street Lofts-One of a Kind Property in the Heart of Downtown!

1414 Texas Ave - 1A, Lubbock, TX 79401

**Amenities**
- Refrigerator
- Stove
- Dishwasher
- Washer & Dryer Connections
- Central Heating and Air
- Window Coverings

**Rental Terms**
- Rent: $1,150
- Application Fee: $35
- Security Deposit: $700
- Available Now

2 bd, 2 ba, 1,774 Sq. Ft. | Available Now

City Street Lofts-One of a Kind Property in the Heart of Downtown!

1414 Texas Ave - 4A, Lubbock, TX 79401

**Amenities**
- Refrigerator
- Stove
- Dishwasher
- Washer & Dryer Connection
- Central Heating and Air
- Window Coverings

**Rental Terms**
- Rent: $1,150
- Application Fee: $35
- Security Deposit: $700
- Available Now

2 bd, 2 ba, 1,585 Sq. Ft. | Available Now

City Street Lofts-One of a Kind Property in the Heart of Downtown!

1414 Texas Ave - 7B, Lubbock, TX 79401

**Amenities**
- Refrigerator
- Stove
- Dishwasher
- Washer & Dryer Connection
- Central Heating and Air
- Window Coverings

**Rental Terms**
- Rent: $850
- Application Fee: $35
- Security Deposit: $500
- Available Now

1 bd, 1 ba, 900 Sq. Ft. | Available Now

Every spacious loft has its own distinctive personality! Located downtown near the historical Depot District at 1414 Texas Avenue, each loft offers a fully equipped kitchen, washer and dryer connections and central heat and air. City Street Lofts provides residents with a fitness center, with water and basic cable services included. Residents may reserve a parking spot in the parking garage for $25 per month, pending availability. Roommates considered. Sorry, but no pets allowed.

Share this listing: 

Share this listing: 

Share this listing:
The best way to find your new apartment, studio, duplex, townhome or house

Address
1204 Broadway
Lubbock, Texas 79401
See in Google Maps

Property Details
The Pioneer Hotel was built in 1925 when Lubbock was experiencing a housing boom. It was Lubbock’s first premier hotel that was used to host civic functions, major events and other celebrations. The original structure housed a lobby, ballroom, management offices, retail spaces and dining establishments. Built in the Renaissance Revival architecture style, Hotel Lubbock, later called the Pioneer Hotel, is one of a handful of remaining early pre-World War II major buildings left in the city. McDougal Companies purchased the hotel in May 2005 and will be restoring the exterior and first floor to their original glory and constructing offices and condominiums on the remaining floors. The condominiums will range in size from 1,090 to 2,648 square feet and are available for purchase.

Availability & Pricing

<table>
<thead>
<tr>
<th>NAME</th>
<th>BEDROOMS</th>
<th>BATHROOMS</th>
<th>SQ. FOOT</th>
<th>PRICE</th>
<th>VACANCIES as of 02/05/2019</th>
<th>FLOOR PLANS</th>
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<tr>
<td>1B</td>
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<td>$1098-$1144</td>
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<td>1C</td>
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<td>1135</td>
<td>$1249-$1305</td>
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<td>2</td>
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<td>$1938-$2019</td>
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<tr>
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<td>3A</td>
<td>3</td>
<td>2</td>
<td>2496</td>
<td>$2870-$3000</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Features

Common Amenities
- Handicap Accessible
- Gated Entry
- Covered Parking
- Emergency Maintenance
- Non-smoking
- Cable Ready
- Central Air/Heat
- Microwave Oven
- Refrigerator
- Dishwasher
- Washer/Dryer
- Washer/Dryer Connections
- Walk-In Closets
- Faux Wood Flooring
- Handicap Accessible

Special Features
No special features listed
MEDIAN HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)
Universe: Households
2012-2016 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau’s Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

<table>
<thead>
<tr>
<th>Census Tract 7, Lubbock County, Texas</th>
<th>Lubbock, TX Metro Area; Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Median household income in the past 12 months (in 2016 inflation-adjusted dollars)</td>
<td>Estimate</td>
</tr>
<tr>
<td>39,531</td>
<td>+/-10,220</td>
</tr>
</tbody>
</table>

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

While the 2012-2016 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An ‘***’ entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An ‘-’ entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An ‘+’ following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An ‘*’ following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An ‘****’ entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An ‘*****’ entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An ‘N’ entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
**B19001 HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2016 INFLATION-ADJUSTED DOLLARS)**

**Universe: Households**

2012-2016 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

**175 out of 401 households = 43.6% of Households earning incomes equal to or greater than the median household income in the MSA**

<table>
<thead>
<tr>
<th>Census Tract 7, Lubbock County, Texas</th>
<th>Lubbock, TX Metro Area; Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Estimate</strong></td>
<td><strong>Margin of Error</strong></td>
</tr>
<tr>
<td>Total:</td>
<td>401</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>28</td>
</tr>
<tr>
<td>$10,000 to $14,999</td>
<td>45</td>
</tr>
<tr>
<td>$15,000 to $19,999</td>
<td>15</td>
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<td>$20,000 to $24,999</td>
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<tr>
<td>$200,000 or more</td>
<td>0</td>
</tr>
</tbody>
</table>

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

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Explanation of Symbols:

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3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.
Total Jobs earning up to $40,000 within 1 mile of Metro Tower Lofts
Jacob Mooney, Metro Tower Housing Partners, LP
10777 Barkley St., Suite 140
Overland Park, Kansas 66211

Dear Sir:

I am Jerry Brewer, Assistant Chief of Police for the Lubbock Police Department. I am responsible for the Field Services Division (Patrol), Investigations Division and Special Operations Division of the Department. I am very familiar with the activity in and around the downtown Lubbock area, including the area near the Metro Tower on Broadway Street. I have been asked to provide comments to you regarding six possible blighted structures you identified near Metro Tower. Structures #1, #2, and #3 are vacant. Structures #4, #5 and #6 have been refurbished and in use or in the process of being rehabilitated for use. After reviewing police records, I find no abnormal criminal activity, vandalism, or problems with homeless or vagrants for the identified sites, or any reason to be overly concerned about the safety of residents in the community. We constantly monitor the downtown area for trends and tendencies, and will continue to do so in the future.

The Lubbock Police Department has a multifaceted, intelligence led and problem-oriented policing approach to the prevention and mitigation of crime in the Lubbock community.

Starting with our Field Services Division (Patrol), we regularly review and update our beats and zones to accommodate any growing or reducing crime trends. As crime increases we make the beats smaller to ensure quicker response and a more visible presence. We currently have the city divided into two sectors (north and south). The captain over each sector works with his/her command staff and first line supervisors to address sudden upticks in criminal activity with increased manpower and directed patrols until the problem is resolved. They attend community meetings and have full authority to work with other city departments such as Codes and the Fire Marshal’s office to address problems such as dilapidated housing where illicit drug activity is occurring or excessive disturbances at a bar due to overcrowding. In the case of multifamily developments, they work with those owners/managers who are having problems with non-tenants in the area using criminal trespass laws and community services. An example is the Homeless Outreach Team. In partnership with social service organizations (Star Care, Carpenter’s Church, Adult Protective Services, Veterans Resource Group) the team purposely engage the homeless population to get them appropriately housed and minimize those that camp out at any given business or nearby park. There is also a dedicated squad of officers assigned to the downtown Lubbock area as well that regularly engage with business and community members in the area to address and check for a variety of problems that may arise including homelessness in vacant buildings.
The LPD is in the process of adding an East sector. Because one area of town has different community concerns than another, the LPD is currently in the process of decentralizing and will be building substations in the three different sectors of the city (North, South and East). In effect, each substation will be that sector’s own police department addressing problems important to that particular community. It is expected the deputy chief in charge of that substation will be meeting with community leaders and groups regularly and will focus the resources of his substation to the concerns and problems of the community. All the substations should be up and running within the next three years.

Our Investigation Services Division contributes to our strategy as well. We have Burglary Suppression units proactively target known property crime offenders, set up stings and use other investigative methods to identify and capture the offenders when a sudden flare up of property crimes occur in a given area. They recover millions of dollars of property each year and keep habitual offenders off the street. Our Special Operations Division targets narcotics and prostitution activities that occur in residential and multi-family dwellings. They coordinate with Field Services and the Lubbock County D.A.’s office to address nuisance properties. An example is when the Villa Town Motel on South Ave. Q Drive was shut down due to the escalating drug, prostitution and violent crime activity. The detectives within Investigation Services routinely share information with patrol officers on suspects and their methodology to give the patrol officers more awareness. We have investigators assigned to various task forces including the Drug Enforcement Administration, the Federal Bureau of Investigation, the U.S. Marshal’s Service, the Bureau of Alcohol Tobacco Firearms and Explosives (ATF), and the Texas Anti-Gang Center. Detectives have board seats with Voices of Hope (Rape Crisis), Children’s Advocacy Center and the Sexual Assault Nurse Examiners program among others. Detectives routinely work with Child Protective Services and the Lubbock Victim Services Coordinator.

The Bureau of Support Services contributes to the strategy with the Community Intelligence Unit (CIU) and Public Relations Unit (PRU). The CIU is in the midst of changing to a better crime mapping program which will show the public and our officers what particular crimes are being reported in their neighborhood. The CIU does several hundred crime prevention presentations each year to businesses and community groups. The analysts in CIU provide crime trend data to the public and to members of the Department to assist in crime reduction strategies. The PRU works with all the bureaus to release information and solicit assistance about particular crimes, highlight successes of community assistance and to announce community events. The PRU also interacts with citizens on social media platforms and reports actionable information to the other divisions in the Department. To further engage the community and promote the idea of a partnership, the PRU has implemented and promoted a “Safe Cam” program. It allows for the citizens and businesses to register their camera systems with the LPD.

Although the LPD would not have direct access to the cameras, the investigator would have a list of registrants that he/she can contact to retrieve video evidence that might be helpful in the investigation of a nearby crime. Additionally, the LPD has partnered with Ring video camera systems and the neighborhood portal to share information on crimes in subscriber neighborhoods. The City has adopted an information distribution platform called “Lubbock Alert” that allows for immediate information to a particular geographic area of major incidents such as a power outage or a large scale police response.

The above strategies and partnerships with the community are what we believe continually improves the perception and contributes to the reality of Lubbock being a safe community to reside.

Sincerely,

Jerry D. Brewer, Assistant Chief of Police

JDB
Concerted Revitalization Plan ("CRP") Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department's ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Application #19088                          Development Name    Metro Tower Lofts

Development City Lubbock                   Development County Lubbock

☒ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☒ Urban
☐ Rural (skip to page 4 of the packet)

☒ My Development Site is located in a distinct area known locally as (or named by the CRP as) the Central Business District Tax Increment Reinvestment Zone that is larger than the assisted housing footprint.

☒ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) TIF Financing Plan (page 11 in the Full PDF), the Downtown Revitalization Action Plan (page 28 in the Full PDF Packet), and the TIF Creation Ordinance (page 318 in the Full PDF Packet).

☒ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) TIF Project Plan (page 14 in the Full PDF Packet), CRP Letter (page 314 in the Full PDF Packet) and the Downtown Revitalization Action Plan (pages 51, 54-55, 60-61, 76, 85, and 89 in the Full PDF Packet).

☒ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

   Central Business District TIRZ Financing Plan & Project Plan (5th Amended 2017)
   Downtown Revitalization Action Plan (February 5, 2008)

☒ The document(s) is included in its entirety.

☒ The [Downtown Revitalization Action Plan] document(s) can be found online at https://ci.lubbock.tx.us/storage/images/Mr2rCgL77WBmXc1kY26AvdZVZOaAEcF1z6wOvxjR.pdf

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan's specific area. **No more than two (2) local plans may be submitted for each proposed Development.** A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may be a Tax Increment Reinvestment Zone ("TIRZ") or Tax Increment Finance ("TIF") or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.
The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

   see page 316 of the Full PDF Packet for the Resolution

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(ii)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) TIF Creation Ordinance (pages 316-317 in the Full PDF Packet) and the Downtown Revitalization Action Plan (pages 29-30 in the Full PDF Packet).
   - A description of the problems identified by the process can be found at (document name, page number(s), etc) Downtown Revitalization Action Plan (pages 51, 54-55, 60-61, 76, 85, and 89 in the Full PDF Packet).
   - A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) Downtown Revitalization Action Plan (pages 248-289 in the Full PDF Packet).

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc) Excerpt from the FY 2017-18 Operating Budget and Capital Program (pages 347-348 in the Full PDF Packet) and Downtown Revitalization Action Plan (pages 248-277 in the Full PDF Packet).
   - A description of the plan’s timetable can be found at (document name, page number(s), etc) Downtown Revitalization Action Plan (pages 278-289 and page 304 in the Full PDF Packet).
   - A description of sufficient, documented and committed funding for the plan can be found at (document name, page number(s), etc) TIF Financing Plan (pages 10 and 14 in the Full PDF Packet) and Excerpt from the FY 2017-18 Operating Budget and Capital Program (pages 348-349 in the Full PDF Packet) which documents at least $51.5 million over the life of the TIF and $1.49 million for FY 2017-18 in funding for the plan.
   - Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) Excerpt from the FY 2017-18 Operating Budget and Capital Program (pages 347-349 in the Full PDF Packet).

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.
   - The plan is current at the time of Application, and the effective period for the plan is 01/01/2001-12/31/2040 and can be found at TIF Financing Plan (page 10 in the Full PDF Packet) and the TIF Extension Ordinance (pages 326-327 in the Full PDF Packet); or
   - Evidence that the work to address problems in the plan has began can be found at (document name, page number(s), etc) ______; AND.
   - Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) CRP Letter (pages 314-315 in the Full PDF Packet).

Provide any comments or additional information in the box below, if applicable.

page references refer to a page number from the full PDF Document
**URBAN CRP Requested Scoring.** Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.
   - A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).  
     see pages 314-315 of the Full PDF Packet to see the letter from the City of Lubbock

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of Lubbock is included in this packet (a letter MAY NOT be submitted in place of a resolution). see page 350 of the Full PDF Packet to see the CRP Resolution from the City of Lubbock

   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

   **NOTE:** A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.
   - A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>Full-service Grocery Store</th>
<th>Public Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy</td>
<td>Meals on Wheels Service Provider</td>
</tr>
<tr>
<td>Hospital</td>
<td>University</td>
</tr>
<tr>
<td>Licensed Child Care Provider</td>
<td>Indoor Recreation</td>
</tr>
</tbody>
</table>

Provide any comments or additional information in the box below, if applicable.

Please refer to page 329 to see a map of Community Amenities, and pages 330 - 346 for evidence of the eligible amenities.
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**2019 Concerted Revitalization Resolution**

**Planning Documents**
- Central Business District TIF Financing Plan
- Central Business District TIF Project Plan
- Downtown Revitalization Action Plan

**Point Items**
- Letter from the Deput City Manager
- Central Business District TIF Creation Ordinance
- Central Business District TIF Extension Ordinance
- Downtown Revitalization Action Plan Adoption Ordinance
- Community Asset Map and Evidence

**Evidence of Committed Funding**
- Excerpts from FY 2017-18 Operating Budget and Capital Program
Resolution No. 2019-R0050
Item No. 7.17
February 25, 2019

RESOLUTION

WHEREAS, Metro Tower Housing Partners, LP has proposed a development for affordable rental housing to be named Metro Tower Lofts to be located at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street; and

WHEREAS, Metro Tower Housing Partners, LP intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Metro Tower Lofts; and

WHEREAS, staff has identified that the Development is located in Downtown Lubbock within the Central Business District Tax Increment Financing Reinvestment Zone; and

WHEREAS, City Council finds that the Development contributes more than any other proposed affordable rental housing development within the Central Business District Tax Increment Financing Zone to the concerted revitalization efforts of Downtown Lubbock;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock hereby confirms that it supports the application for the Texas Department of Housing and Community Affairs 2019 Competitive 9% Housing Tax Credits for the proposed development of Metro Tower Lofts at 1220 Broadway, 1219 Broadway, 1301 10th Street, and 1402 Main Street by Metro Tower Housing Partners, LP; and

THAT the City Council of the City of Lubbock hereby directs City staff to provide a one-time permit fee waiver not to exceed five hundred dollars ($500) to be applied to an application for a permit by Metro Tower Housing Partners, LP if it is awarded the Texas Department of Housing and Community Affairs 2019 Competitive 9% Housing Tax Credits for the proposed development of the Metro Tower Lofts; and

THAT the City Council of the City of Lubbock identifies Metro Tower Lofts as the proposed development in the 2019 Competitive 9% Housing Tax Credits round that contributes more than any other to the concerted revitalization efforts of the City in the Central Business District Tax Increment Financing Reinvestment Zone:

Passed by the City Council on February 25, 2019.

[Signature]
Daniel M. Pope, Mayor
ATTEST:

[Signature]

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

[Signature]

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

[Signature]

Kelli Leisure, Assistant City Attorney

c:docs/RES. Adoption – Housing Credits – Metro Tower Housing
02.18.19
Financing Plan

(Fifth Amended)

Central Business District
Tax Increment Financing Reinvestment Zone

LUBBOCK, TEXAS

Prepared for

City of Lubbock
The Financing Plan provides information on the projected impact that the Central Business District Tax Increment Financing Reinvestment Zone (Zone) could have on the property illustrated in Appendix A. The Financing Plan also describes how that impact could be utilized to enhance the area and region through leveraging the resources of each entity that participates in the project.

Below is a summary of the Financing Plan items required by law:

1. A detailed list describing the estimated project costs of the zone, including administrative costs.
   The total project costs over the life of the zone will be approximately $40.8 million. The detailed list of projects is included in Appendix B.

2. A statement listing the kind, number, and location of all proposed public works or public improvements in the zone.
   - Capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment and the clearing and grading of land; and the transfer, sale, and improvement of property within the CBD that supports the project plan;
   - Financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
   - Any real property assembly costs;
   - Professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
   - Any relocation costs;
   - Organizational costs, including costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone;
   - Interest before and during construction and for one year after completion of construction, whether or not capitalized;
Financing Plan

- The amount of any contributions made by the municipality from general revenue for the implementation of the project plan;

- Imputed administrative costs, including reasonable charges for the time spent by employees of the municipality in connection with the implementation of a project plan;

- The cost of operating the Zone and project facilities; and

- Payments made at the discretion of the governing body of the municipality that the municipality finds necessary or convenient to the creation of the Zone or to the implementation of the project plans for the Zone.

   - An economic feasibility study has been conducted and is included as a part of this Financing Plan as Appendix C.

4. The estimated amount of bonded indebtedness to be incurred.
   - The estimated amount of bonded indebtedness to be incurred is as follows:
     
     - Principal: $20.0 million
     - Interest: $10.7 million

5. The time when related costs or monetary obligations are to be incurred.
   - Monetary obligations will be incurred with each bond issue; however, it is expected that new development would occur, which would provide sufficient tax increment to pay debt coverage for each bond issuance.

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs including the percentage of tax increment to be derived from the property taxes of each taxing unit on real property in the Zone.
   - Project costs will be financed using tax increment funds or bond issues with payment provided by tax increment funds received. The revenue sources will be the real property taxes captured by the Zone, which will account for 100% of revenues used to fund project costs and bonds issued. For the Financing Plan, all taxing jurisdictions, excluding the school district, have agreed to participate at 100% of their incremental taxable value.

7. The current total appraised value of taxable real property in the Zone.
   - The current appraised value, before exemptions, of the taxable real property in the Zone is approximately $211.5 million using the 2016 values provided by the Lubbock Central Appraisal District.
8. The estimated appraised value of the improvements in the Zone during each year of existence.

- The estimated appraised value of the improvements in the Zone per year is listed in the following table.

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The estimated annual incremental funds available from development and redevelopment in the Zone are listed in the following table.

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Annual Incremental Funds Available
CBD TIF Reinvestment Zone

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bBased on projected tax rates of:
City--$0.53802; County--$0.358158; Hospital--$0.112055; and Water District--$0.00750

9. The duration of the Zone.

The duration of the Zone is 40 years.
Evidence of the area targeted for revitalization

Appendix A

★ Metro Tower Lofts ★

★ etro ower ofts ★
## Appendix B

### CBD TIF Project Costs

<table>
<thead>
<tr>
<th>Rehabilitation/Beautification Projects</th>
<th>4th Amended</th>
<th>5th Amended - Project Costs</th>
<th>Difference</th>
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<tbody>
<tr>
<td>Update of the Downtown Redevelopment Plan</td>
<td>$150,000</td>
<td>$150,000</td>
<td>$0</td>
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<tr>
<td>Landscaping, lighting and replacement and improvement of sidewalks, curbs and gutters, and right-of-way, as needed.</td>
<td>7,199,613</td>
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<tr>
<td>Gateway/Entranceway development and improvement</td>
<td>2,000,000</td>
<td>3,000,000</td>
<td>1,000,000</td>
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<tr>
<td>Organizational and Professional Service Costs including planning, architectural, and environmental studies necessary to implement the plan.</td>
<td>4,350,000</td>
<td>4,350,000</td>
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<tr>
<td>Public Art Projects.</td>
<td>500,000</td>
<td>500,000</td>
<td>$0</td>
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<tr>
<td>Development costs associated with implementation of the plan.</td>
<td>$0</td>
<td>2,470,048</td>
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<td>Development of green space such as parks, plazas, markets, and special event facilities.</td>
<td>2,000,000</td>
<td>2,000,000</td>
<td>$0</td>
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<tr>
<td>Development of public parking facilities.</td>
<td>3,000,000</td>
<td>3,000,000</td>
<td>$0</td>
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<tr>
<td>Infrastructure and utilities in connection with new construction and renovation projects. (Public/Private partnerships)</td>
<td>20,082,389</td>
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<td><strong>40,840,714</strong></td>
<td><strong>758,712</strong></td>
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</table>

| Debt Service Interest Expense                                                                         | 5,431,487   | 10,658,659                 | 5,227,172  |
| Total TIF Project Cost                                                                                 | $45,513,489 | $51,499,373                | $5,985,884 |
PROJECT PLAN

(Fifth Amended)

Central Business District
Tax Increment Financing Reinvestment Zone

LUBBOCK, TEXAS

Prepared for

City of Lubbock
The City of Lubbock Central Business District (CBD) is predominately made up of office, retail and governmental agency uses. Like many cities, retail has moved to shopping areas and other areas outside the CBD, and office development has stagnated. In December 1986, in an effort to reverse that trend and to stimulate further development downtown, the City established a Tax Increment Financing (TIF) District within the Neighborhood Development Program Area under Texas Urban Renewal Law. This TIF District included a large portion of the CBD and the North and South Overton neighborhoods. Unfortunately, the real estate market downturn in the late 1980’s and the conversion of space from private to public use caused the tax values to fall below the 1986 base value. Due to the reduced values, the TIF District was terminated.

In 2001, values in the CBD had stabilized and had begun to increase. To provide additional stimulus to development and redevelopment in the CBD, and to support the transfer, sale, and improvement of property within the CBD, the City established a new CBD TIF Reinvestment Zone (Zone) with a different Boundary than the original TIF District. In 2009, the City of Lubbock extended the life of the zone by 20 years. The estimated revenues in the Zone of $51.5 million are anticipated to be spent on public infrastructure improvements to further development and redevelopment in the Zone. The current financial model for the Zone estimates that taxable value will increase approximately $255.7 million over the Zone’s 40-year life.

As set forth in Section 311.011 of the Tax Increment Financing Act of the Tax Code, the Project Plan for the Central Business District Tax Increment Financing Reinvestment Zone, Lubbock, Texas must include the following elements:

1. **A map showing existing uses and conditions of real property in the Zone and a map showing proposed improvements to and proposed uses of the property.**
   Attached as Exhibit A is a map showing existing and proposed uses of real property in the Central Business District Tax Increment Financing Reinvestment Zone.

2. **Proposed changes of zoning ordinances, the master plan of the municipality, building codes, and other municipal ordinances.**
   No changes of zoning ordinances, building codes, or other municipal ordinances are anticipated at this time. An update of the Downtown Redevelopment Plan has been completed.

3. **A list of estimated non-project costs.**
   Non-project costs within the Zone area are those development costs not paid for by the Zone. These costs will include, but are not limited to, $89.3 million of new development. The detailed list of estimated non-project costs from 2004 through 2021 are included as Exhibit B.

4. **A statement of a method of relocating persons to be displaced as a result of implementing the plan.**
   In the process of developing and redeveloping the Zone, it is not contemplated there will be any involuntary relocations. However, it may be necessary to relocate individuals and businesses through voluntary buyout. In the event that this is required, the City or private developer will follow the procedures that would be used in the development or construction of other public or private improvements outside the Zone.
# Cost of Infrastructure Improvements Planned  
**CBD TIF Reinvestment Zone**

## CBD TIF Project Costs

<table>
<thead>
<tr>
<th>Rehabilitation/Beautification Projects</th>
<th>4th Amended</th>
<th>5th Amended - Project Costs</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
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<td>$ 150,000</td>
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<td>Landscaping, lighting and replacement and improvement of sidewalks, curbs and gutters, and rights-of-way, as needed.</td>
<td>7,199,613</td>
<td>7,199,613</td>
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<td>Gateway/Entranceway development and improvement</td>
<td>2,000,000</td>
<td>3,000,000</td>
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</tbody>
</table>

| Organizational and Professional Service Costs including planning, architectural, and environmental studies necessary to implement the plan. | 4,350,000   | 4,350,000                   | - $        |
| Public Art Projects.                                                                                   | 500,000     | 500,000                     | - $        |
| Development costs associated with implementation of the plan.                                           | -           | 2,470,048                   | 2,470,048  |
| Development of green space such as parks, plazas, markets, and special event facilities.                | 2,000,000   | 2,000,000                   | - $        |
| Development of public parking facilities.                                                              | 3,000,000   | 3,000,000                   | - $        |

| Infrastructure and utilities in connection with new construction and renovation projects. (Public/Private partnerships) | 20,082,389  | 17,171,053                 | (2,911,336) |
| Administrative Costs                                                                                   | 800,000     | 1,000,000                   | 200,000    |
| TIF Project Cost                                                                                       | 40,082,002  | 40,840,714                  | 758,712    |

| Debt Service Interest Expense                                                                         | 5,431,487   | 10,658,659                  | 5,227,172  |
| Total TIF Project Cost                                                                                  | $ 45,513,489| $ 51,499,373                | $ 5,985,884|
Exhibit A
# List of Estimated Non-Project Costs

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</table>

**Exhibit "B"**

CBD TIF Fifth Amended Project Plan
DOWNTOWN REVITALIZATION
ACTION PLAN

City of Lubbock, Texas

February 5, 2008
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- **The Process**
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  - Visioning
  - Draft Plans
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INTRODUCTION
The City of Lubbock has invested in a new vision for downtown. The citizens and leaders of Lubbock identified a need to revitalize Downtown Lubbock and map out a strategy for expanding its presence as the regional hub of commerce, entertainment, culture, and government.

The project focused on the Downtown Core, defined as the area bounded by 4th Street, 19th Street, Interstate 27 and Avenue Q. The study considered physical factors, such as existing infrastructure and urban form, prior planning efforts, and community desires. The final product is this Downtown Revitalization Action Plan that identifies short and long term projects, as well as the funding and support needed to accomplish them.

The Downtown Lubbock Revitalization Action Plan has been developed in four phases: Assessment, Visioning, Action Plan, and Implementation.

ASSESSMENT
The Consultant Team kicked off the project in August of 2006 by touring downtown and meeting with City staff, the Downtown Redevelopment Commission, and other stakeholders. An assessment of existing conditions followed with a review of existing documents and land use regulations, a placemaking inventory, a parking study, an evaluation of transportation and utility infrastructure, and consideration of drainage issues.

A market analysis was also conducted to identify population and employment trends and assess the potential for residential, hotel, retail, entertainment, and office development. Based on the market opportunities identified, the Consultant Team prepared an initial real estate development program and phasing strategy. Finally, a comprehensive analysis of all existing conditions and community desires identified opportunities and constraints that would guide downtown redevelopment.
Visioning, Goals & Objectives

On November 2, 2006, the Consultant Team held the first public meeting in the Lubbock Memorial Civic Center to present the conclusions of the assessment phase and gather community input. Approximately 350 meeting participants broke into groups of 6-10 people and contributed their ‘top 3 big ideas’ for downtown revitalization.

The groups expressed a desire for a pedestrian-friendly, beautiful downtown with a mix of uses and architectural styles. The groups supported increasing downtown housing and enhancing the strengths of the existing Depot Entertainment District and Arts District, as well as a desire to develop additional ‘districts’ with unique personalities. Desired additions to the Downtown scene centered around entertainment, dining and shopping. Improvements to the transportation system and public safety were also noted as necessary to stimulate redevelopment. Additionally, the public identified a number of catalytic projects that could spur revitalization, including an arena, a large park, museums, and wine tasting rooms.

To gauge the desired character of downtown redevelopment, the Consultant Team presented various images at the public meeting and asked participants to rate the images using green dots for the ones they liked and red dots for those they didn’t like. Based on the feedback from meeting attendees, the Consultant Team worked with City staff and the Downtown Redevelopment Commission to draft a vision statement for Downtown Lubbock in the year 2020 accompanied by a set of goals and objectives that would help the city achieve its vision.

Draft Plans

Based on the information gathered during the assessment and visioning phases, the Consultant Team selected six catalytic projects that hold great potential for Downtown redevelopment; these projects included an arena, performing arts center, upscale hotel, movie theater / retail complex, residential development, and civic center renovation / expansion. The catalytic projects were combined with supporting elements, including parks, a visitor’s center, sporting venues, and enhanced Depot and Arts districts, among others, to generate three preliminary scenarios for Downtown redevelopment.

The Consultant Team returned to Lubbock on February 13, 2007, to gather public input regarding the alternate configurations and combinations of catalytic projects and supporting elements presented in each scenario. Meeting participants identified what they felt were the top three catalytic projects for Downtown and stated what they liked and disliked about each scenario. With the feedback obtained from the presentation of the three draft scenarios, the best mix of elements was carried forward into a Preferred Plan.
PREFERRED PLAN

The Consultant Team presented the Preferred Plan to the public on April 3, 2007. After outlining the elements of the plan, the Consultant Team asked attendees to break into small groups to identify what they liked the most and what they liked the least. Overall, meeting participants responded positively to the Preferred Plan, and felt that the right elements were in the right places. Input from the break-out groups was used to refine the final, Preferred Plan.

The revised Preferred Plan breaks the Downtown area into seven broad land-use districts and disperses catalytic projects and supporting elements throughout these districts in a manner that best complements key buildings / projects that are existing and on the board.

- **Arts & Convention District**: includes a new park, a new performing arts center, a renovated and expanded civic center, an upscale hotel, parking garages, arts-related offices, and transportation improvements, which build off the energy of the existing Louise Hopkins Underwood Center for the Arts and the Mahon Library.

- **Central Business District**: includes new office space, a boutique retail corridor along Avenue J, a new civic building on the site of the existing jail, and a new park at the intersection of Broadway and Buddy Holly, which will support the redevelopment of the Pioneer Hotel into condominiums.

- **Depot Entertainment District**: includes a movie theater, a new two-block park, a multi-purpose arena, a collegiate hall of fame, a relocated walk of fame, and a boutique hotel, which will complement the existing Cactus Theater and Buddy Holly Center and the upcoming visitor’s center.

- **Residential District**: includes townhomes and condominiums with ground-floor retail and a new neighborhood park on 15th Street.

- **Gateway Retail District**: includes pedestrian-scaled retail shops along MacDavis Lane east of Avenue Q, which will draw energy from the existing Wal-Mart and surrounding stores further west to the Downtown Core.

- **Destination Retail District**: includes large- and mid-box retail centers, as well as the possibility of light industrial, technology research and development, or business campus activities.

- **Transition District**: includes a variety of uses on Avenue Q and 19th Street that must be ‘good neighbors’ to adjacent uses in the Downtown Core.

Evidence that there was a process for public input

Public input on three alternative redevelopment scenarios led to a Preferred Plan.
Implementation

The implementation strategy is designed to help the citizens and elected officials of the City of Lubbock turn vision into reality, and to help them map a clear, successful, step-by-step route to Downtown revitalization. The success of this plan depends on continued commitment and support to the plan. The following five steps are crucial to the success of this Plan; they are prerequisites to Action Plan implementation, and must be sustained throughout the entire duration of downtown revitalization efforts:

- Critical Step 1: Commit to Implementation
- Critical Step 2: Protect the Vision
- Critical Step 3: Pursue Economic Partnerships
- Critical Step 4: Support Growth
- Critical Step 5: Promote and Recruit

Economic Development

Small business is critical to the identity and character of the downtown Core. Revitalization must protect existing merchants, and attract new ones as well. Specialized, ‘boutique’ retail is key in creating that unique personality that will differentiate Downtown from other large-format and chain-shopping venues. Ways in which the City or a redevelopment body could aid these businesses include establishing a small business revolving loan fund, a business advocacy program, a peer-to-peer consulting network, and diversifying the area’s retail base.

Marketing activities must focus on three specific areas: business recruitment, tourism, and community relations. Revitalization efforts must seek to bring more Class A office tenants into the Downtown Core. Marketing for tourism should reach local, regional and national markets, and marketing materials should be available at kiosks throughout downtown. Festivals and other events should be organized and promoted. Walking tours, hospitality training, and extended business hours will also encourage tourism. Community relations include revitalization progress reports, a web page, and media articles.

Revitalization efforts should seek to support and enhance already existing visual, musical and performing arts resources, through activities such as a public art program, artist-in-residence, cultural outreach, additional museums, and live/work artist spaces.
Policy & Land Use

Another very important step is for the City of Lubbock to formally adopt the Downtown Revitalization Action Plan as official City policy for the downtown. Two entities are recommended as having primary roles in implementing the Action Plan and fostering major revitalization efforts in the downtown area — the City of Lubbock and one of two other parties: (1) an oversight corporation called Downtown Lubbock 2020 or (2) a master land developer to be selected by the City. The City and Downtown Lubbock 2020 or a master land developer will serve as leaders in both the planning and implementation processes.

To form Downtown Lubbock 2020, the current Downtown Redevelopment Commission could be reconstituted into a legal entity with its mission to implement the Action Plan. Otherwise, the City could prepare a Request for Qualifications/Request for Proposal (RFQ/RFP) packages in order to solicit and select a master developer. Regardless of whether the City chooses to create Downtown Lubbock 2020 or select a master land developer, the City of Lubbock will create a position, an Action Plan Liaison, that would have direct responsibility for oversight of the Downtown Revitalization Action Plan implementation process.

Finally, in order to facilitate redevelopment within the Core, the City should re-evaluate the City zoning ordinance, making modifications as appropriate to encourage a denser, more urban pattern of land use. The City should also adopt the proposed CB zone districts, as well as update and expand the existing design standards for these districts. To further encourage private investment, particularly residential development, a land trust should be created to acquire and hold key properties for future development in accordance with the Action Plan.

Urban Design

Enhancement of the urban realm should focus on streetscape, parks and open space, and signage and wayfinding. A streetscape program should start with those roadways designated in the Preferred Plan as Streets for People. The repair or replacement of the historic brick paving in many downtown streets should be coordinated with streetscape improvements. The City should develop a Street Tree Master Plan and a Parks and Open Space Master Plan with an aim of bringing more green to the downtown Core. Modifications to certain streets are also proposed and would include planted parkways, expanded pedestrian walkways and bike lanes. A maintenance plan will be necessary to sustain such improvements.
Transportation & Utilities
A true evaluation of public parking needs and availability must be carried out, and a Downtown Parking Management Strategy should be drafted. Bike routes and paths should be improved within the Core and throughout the city. As redevelopment occurs, Citibus should expand public transportation services to include regular shuttle service between Texas Tech and the Depot Entertainment District, and the Depot Entertainment District and the Arts District, along Avenue J.

Downtown utilities and services such as water, electric, telecommunications (including fiber optic) should be upgraded and relocated underground throughout the Core to levels that are ‘development-ready’.
Funding & Phasing

Texas has a wide range of legislatively-enabled economic development funding and organizational programs that can have direct applicability to implementation of the Downtown Lubbock Revitalization Action Plan. Those most relevant include:

- **Tax Increment Financing (TIF)**
- Public/Private Sector Partnerships
- Public Improvement Districts (PID)
- Economic Development Corporations
- Texas Enterprise Fund
- City/County Venue Tax
- General Obligation Bond Issue
- SBA Section 504 Loans
- Community Development Block Grants
- EDA Grants and Loans

This Action Plan assumes three sources of capital financing: private, public and civic. Some projects, as public resources, will obviously require most of their funding to be public. The Civic Center renovation and expansion is one such project. In contrast, although the Performing Arts Complex is also a project with public funding, it can expect to garner a fair amount of civic (philanthropic) funding, through its broad spectrum appeal to concert-goers, dance lovers, and the like. Other projects will have different funding structures depending upon their phasing and the success of initial revitalization efforts.

This Action Plan assume three phases of four years each. Projects may be fast-tracked or delayed, and the total length of the phases may change, depending on market conditions and available funding. That said, the general phasing plan is based on four factors:

- available funding,
- wow! factor,
- need for the facility, and
- projected absorption.
Economic & Fiscal Impacts

If the Downtown Lubbock Revitalization Plan is constructed as presently delineated, the following estimated economic and fiscal impacts could occur over the 12-year period anticipated by the plan (2007 dollar values).

- 10,400 construction jobs (840/year average)
- 7,480 new permanent jobs (2000-2700 in each of three phases)
- $4.1 million per year in increased property tax revenues
- $3.1 million per year in increased sales tax revenues

Given the need for a strong construction base, an overall increase in the construction labor force may occur, as revitalization builds momentum. In complementary activity, the new opportunities for permanent employment, if in place today, would represent almost five percent of the jobs in Lubbock County.

Due to initial revitalization efforts being more heavily programmed in favor of catalytic projects that are intended to leverage future private investment, the actual impact of revitalization in property and retail taxes may not be as strong in the first years until the private market begins to follow the lead of the catalytic projects.
MAP: PREFERRED PLAN
CHAPTER 1:
THE PROJECT & THE PROCESS

HOW TO USE THIS DOCUMENT

Mapping a City's future is a complicated process; it takes time, and produces a staggering amount of information. This document, and the associated appendix, contains that information, arranged in roughly chronological order, but can still be quite daunting to approach. For the reader to find the information he or she wants, it is important to understand both the design process, as described in this chapter, and the arrangement of this document.

Roughly speaking, this document can be outlined as follows:

- Chapter 1: Design process
- Chapter 2: Existing conditions
- Chapter 3: Goals for the process
- Chapter 4: Preliminary ideas, in plan format
- Chapter 5: Final plan
- Chapter 6: How to implement the plan

‘Raw’ information such as transcripts of public meetings and interviews, lists of consultants and committee participants, and summaries of background materials that contributed to the conclusions in this report (but which are too detailed or too lengthy to include in the body of the report) are included in the appendices.
The Project

The City of Lubbock has invested in a new vision for Downtown. With the City’s centennial approaching, the citizens and leaders of Lubbock identified a need to revitalize their home and map out a strategy for expanding its presence as the regional hub of commerce, culture, and government.

The project focused on the Downtown Core, defined as the area bounded by 4th Street, 19th Street, Interstate 27 and Avenue Q, but also considered the impacts of the General Study Area reaching as far west as Texas Tech University, and 5 to 10 blocks north and south of the Downtown Core. The study considered physical factors, such as existing infrastructure and urban form, prior planning efforts, and community desires.

The final product is this Downtown Revitalization Action Plan that identifies short and long term projects, as well as the funding and support needed to accomplish them.
THE TEAM

The Consultant Team was led by EDAW, a national and international leader in city planning and urban design. Consultants from EDAW’s Denver office were assisted by Development Strategies, a St. Louis-based economic analysis firm, and by Parkhill, Smith & Cooper, a local Lubbock firm specializing in architecture, landscape architecture, engineering, and planning.

The City of Lubbock appointed a Downtown Redevelopment Commission charged with the guidance and execution of the Action Plan. The Redevelopment Commission was responsible for final acceptance of this Downtown Revitalization Action Plan. The Commission members represented a varied roster of downtown merchants, business leaders, and stakeholders.

The City also assembled two additional advisory groups to provide feedback on the planning process. The Development Industry Group, composed of developers and real estate professionals active in the downtown area, provided additional feasibility and ‘real world’ input into the development of this Downtown Revitalization Action Plan. The Advisory Group, composed of government, commercial and non-profit entities, provided feedback.

A Technical Committee, composed of representatives from various City departments, provided additional comments regarding existing conditions, current projects, and future feasibility.

A listing of members of the Consultant Team, the Redevelopment Commission, the Development Industry Group and the Technical Committee is found in Appendix A.
THE PROCESS

The Downtown Lubbock Revitalization Action Plan has been developed in four phases: Assessment, Visioning, Action Plan, and Implementation. Community buy-in is critical to the ultimate success of the Action Plan, and stakeholder feedback was carefully built into each of these phases, in order to ensure that the Action Plan reflects true market conditions and builds community support. The entire process began in August 2006 and took approximately nine months to produce a final Action and Implementation plan.

Assessment

The assessment phase used a variety of information sources to assess existing conditions, current policies and regulations, and citizen perception and desire. The Consultant Team used stakeholder interviews, field reconnaissance and photography, City-provided GIS files and evaluation of existing regulations and prior planning documents to establish a snapshot of Lubbock today, as well as attain an understanding of how the City has developed. This analysis produced a list of broad opportunities and constraints facing the City today. This analysis was the basis of the visioning and planning efforts that followed.

Visioning

The visioning phase required stakeholders and community advisors to verify the analysis produced in the assessment phase, and to take identified needs and opportunities forward into a vision of the Lubbock they’d like to see. The product of this phase was a Vision Statement and a set of specific Goals for downtown revitalization. The Goals are supported by more detailed Objectives that describe the component elements necessary to achieve each goal. The Vision Statement, and the Goals and Objectives, are tools that can be used to evaluate whether a recommended planning action is aligned with the community’s goals for itself.
Draft Plans
The third phase of work required evaluating and refining the concrete elements of downtown revitalization. An initial draft of the Action Plan put forth three development scenarios, which allowed the City, its advisory groups and the general public to consider alternate configurations and combinations of catalytic projects and supporting elements.

Preferred Plan
With the feedback obtained from the presentation of the three draft scenarios, the best mix of elements was carried forward into a Preferred Plan. This plan was then analyzed to create suggested phasing and funding sources, resulting in the Implementation Action Plan.

Implementation Action Plan
Where the Preferred Plan identified the necessary elements for downtown revitalization, this final phase of the planning process laid out the steps to get the job done. Implementation identified the regulatory changes, organizational structures, phasing and funding necessary to make the plan a reality.
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CHAPTER 2: ASSESSMENT

SECTION 1: COMMUNITY INPUT

Kick-Off Meeting & Workshop
The EDAW Team conducted a three-day work session in Lubbock from August 14 to 16, 2006. Day One of the work session included a project kick-off meeting to introduce team members, project goals and project schedule to Core City staff and the Redevelopment Commission. The kick-off meeting was followed by a trolley tour of greater downtown, a catered dinner and a private show at the Cactus Theater to acquaint the Team with the Depot Entertainment District.

Day Two of the work session was devoted to information gathering through stakeholder interviews and committee meetings, with Day Three left open for follow-up field work. The Consultant Team spoke with a broad spectrum of individuals: some who lived downtown, some who worked downtown, some who lived and worked downtown, and some who neither lived nor worked downtown, but had business interests there. Some people had lived in Lubbock all their lives, while others had moved to the City from other parts of Texas or from outside the state. While the EDAW Team heard a number of issues that needed to be addressed, they also heard great things about Lubbock and West Texas, and above all, noticed a real – and very encouraging – hometown commitment. Notes from individual interviews and committee meetings can be found in Appendix B. In the interest of encouraging frank discussion, individual names have been removed from these notes.
SECTION 2: EXISTING CONDITIONS

Existing Documents
The Consultant Team reviewed a wide variety of documents in order to understand both where Lubbock is today, and how it arrived where it is. The documents fall into three broad categories: current planning documents (ex: Lubbock Comprehensive Land Use Plan, 1986), prior planning studies (ex: Redevelopment Plan for Downtown Lubbock, 1989), and historical background (ex: A Guide to Lubbock’s Architectural Heritage, 1993). A full list and summary of the documents examined in the effort can be found in Appendix C.

Land Use Regulations
The bulk of the Downtown Core falls into one of five zone districts, as shown on the Zoning Map on the following page.

- C-2, Local Retail
- C-3, General Retail
- C-4, Commercial
- IHC, Interstate Highway Commercial
- IHI, Interstate Highway Industrial

There are four new Central Business (CB) District designations that have been added to the zoning code, but which have not yet been widely utilized. The hatched boxes on the Zoning Map show proposed application of these new districts. These districts are:

- CB-1, West Broadway
- CB-2, Central Business District, Broadway / 13th / Main
- CB-3, Central Business District, General
- CB-4, Depot Entertainment District

Zoning, both current zone districts and the available CB districts, does not appear to place onerous restrictions on development in the Downtown Core. In general, the new CB districts are more conducive to an urban mix of uses than the districts currently in use. These districts provide expanded uses, make residential a use by right, and ease off-street parking requirements. The CB districts also permit flexibility and customized consideration of context by allowing for review by the senior planner instead of a more involved process. Some but not all of the existing downtown districts allow this more streamlined process. Shared parking, conditional in all but the CB-4 district, is an additional advantage of the CB districts. Shared parking is generally not addressed in the current downtown districts. As a sidenote, it may be advantageous to allow shared parking (conditionally) in the CB-4 district.
Zoning Map: General Study Area
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The Design Standards for the Central Business District, incorporated by reference as part of the Zoning Code, prescribe more specific requirements for new development in the CB districts. Neither the Design Standards nor the Zoning Code require existing structures to be brought into compliance with these updated regulations. There are a small number of issues in the Design Standards which could be clarified to make a more complete document:

- **Rooftop Equipment:** Rooftop equipment must be screened, but the document does not specify screened from where – from pedestrian view, or from view in an adjacent structure.

- **Materials:** The document identifies stucco as an allowed material, but does not specify whether synthetic stucco, also known as EIFS (Exterior Insulating and Finish Systems), is also permitted. If EIFS is permitted, it should not be allowed on the first floor of buildings, due to the material’s fragile nature.

- **Dark Skies:** The document makes no reference to any requirements regarding partial or full cut-off lighting fixtures. The City may wish to assess its goals regarding lighting and consider including guidance in this area.

- **Parking Screening:** The document discusses screening parking that is visible from the street with a low fence (this screening is required in CB-1 and CB-2, and suggested in CB-3 and CB-4). We would suggest that this fence be required in all districts, and that landscaping be added to the requirement. The optimal condition would be a 2.5- to 3-foot fence set a minimum of 3 feet from the property line, with landscaping between the fence and the public sidewalk.

The City of Lubbock Sign Code contains fairly standard and quantitative requirements for exterior signage. There are certain types of signage, such as projecting blade signs, that could improve the scale and texture of downtown that are not allowed by the current code. City staff have told the Team that a draft Sign Code modification, which would expand permitted signage types, has been prepared and is under review.

Summaries of the Zoning Code, Design Standards and Sign Code can be found in Appendix D.
**Placemaking Inventory**

This portion of the analysis focuses on the Downtown Core, in particular Broadway and Buddy Holly Avenue, as the Core cross-streets. The elements that follow are among the most critical elements for defining space and creating ‘place.’

**Building Scale & Mass**

Extremely wide street widths dominate the scale and character of downtown Lubbock. The majority of buildings in the Downtown Core are three stories or less in height, creating an uncomfortable proportion when set against streets that are typically 75 to 85 feet wide. Most of the taller buildings are located along Broadway. The combination of wide streets and short buildings gives the City’s downtown an extremely horizontal feel.

The massing along Broadway is generally good, with block faces broken into smaller scale by multiple storefronts or architectural features suggesting the same. Massing along Buddy Holly Avenue is less finely grained, with long building facades with little detail. Surface parking, usually unscreened, creates fairly frequent breaks in the street wall on both streets.
Building Style & Character

There is a fairly heavy use of brick, both red and blonde, in the Downtown Core. This authentic use of masonry lends a certain character and quality to the downtown area, and improves the appearance of some buildings which are otherwise relatively simple. Security bars on windows and doors are common, and may negatively impact the perception of downtown quality and security.

Although downtown architecture does not adhere to any particular style and is by and large unexceptional, there are a number of examples of well-designed buildings with architectural detailing. There are seven designated historical buildings within the Downtown Core, including the Cactus Theater and the Kress Building, as well as a number of historically significant but undesignated buildings, such as the Pioneer Hotel, as shown on the Historic Landmarks Map. There are also a number of buildings built in the 1950s, 1960s and 1970s that are quite dated, such as the Community Health Building.

Broadway has a high level of transparency at the street level with lots of merchandise display windows, although there are also a significant number of blank wall expanses, including the AT&T, NTS Communications and LPL buildings. Blank expanses are far more common on secondary facades.

Brick masonry and window detailing creates a handsome building.

Security bars detract from an otherwise attractive building.

Street-level transparency creates a pedestrian-friendly streetscape.
Evidence of that the CRP Area was once vital and became an area in need of concerted revitalization, and that problems were identified through a public input process.

**City of Lubbock I Downtown Revitalization Action Plan**

**Streetscape & Pedestrian Amenities**

While there is fairly consistent street tree coverage along Broadway, there is an acute lack of street trees on Buddy Holly Avenue and side streets. There are some examples of private property owners adding green to the streetscape. Remnant wall paintings, from a previous era of wall advertising, add character to the streets.

Brick streets also add character to downtown, but are in poor repair and appear to have some significant drainage problems. Ornamental pedestrian street lighting is fairly consistent, with a glass acorn fixture on a grey aggregate pole being the most common type. Street lighting consists of cobra-type fixtures on unpainted poles.

There appears to be no City standard for pedestrian ramps to accommodate mobility-impaired individuals, with at least seven different types of ramps used along Buddy Holly Avenue and Broadway alone. Many of these pedestrian ramps are functionally unusable by wheelchairs or mobility impaired individuals, either because of poor construction or poor placement.

Brick sidewalks are found along a limited portion of Broadway and in the Depot Entertainment District. The addition of the Lubbock City logo to street signs along Buddy Holly Avenue adds a nice detail to the streetscape.

There is an extremely limited number of trash receptacles, bicycle racks and benches in the Downtown Core. Bikes were spotted locked to trees, and benches are primarily limited to bus shelters. The majority of surface parking lots are unscreened from adjacent pedestrian walkways.
Patterns of Development: Physical & Use

There is a definite lack of active ground floor uses that provide opportunities for window shopping and observation of other interior activities in the Downtown Core. Inactive street uses which often require client privacy, such as social services and legal offices, combine with unused storefronts to give downtown an empty feel. A high number of vacant and poorly maintained parcels also add to this character.

There is a concentration of legal services around the Lubbock County Courthouse, Mahon Federal Building, and Lubbock County Jail area. Light industrial and warehousing occupies large sections of Buddy Holly Avenue, with an obvious clustering of bar and dining type establishments in the Depot Entertainment District. There does not appear to be a pronounced synergy to the physical arrangement of uses in the downtown area. The accompanying Land Use Maps illustrate land use patterns in the Downtown Core and the General Study Area.

The ‘center’ of downtown is somewhat undefined, with a parking lot and an open-air bus facility occupying two of the four corners of the “100 percent intersection” of Broadway and Buddy Holly Avenue. Although the Lubbock County Courthouse does occupy one of these four corners, its ceremonial entrance and accompanying plaza/park space face Texas Avenue (to the west), rather than Broadway. Facing the Lubbock County Courthouse across Broadway is the Mahon Federal Building, with no entrances, ceremonial or otherwise, on Broadway. The City’s

Street improvements are a good start to marking the City center.
municipal offices are removed from this central government area, located one block south and several blocks west, on 13th Street. It should be noted, however, that the streetscape enhancements along a portion of Broadway, are a good start to defining this street as a key east-west spine of downtown Lubbock.

**Quality of Life: Daytime / Nighttime**

There appears to be very little street activity during the daytime hours, although the Team observed on-street parking to be well-used. This high on-street utilization suggests that people come directly to their destination, but spend little time exploring or strolling about the downtown area.

Night-time activity was not directly observed by the Consultant Team, but there are very few businesses or establishments, with the exception of a number of bars and entertainment venues in the Depot Entertainment District, that would draw people to the Downtown Core after the normal workday.

**Linkages & Barriers: Real / Perceived / Visual**

To the north and east, the BNSF (Burlington Northern and Santa Fe) rail line crosses the northeast portion of the Downtown Core, approximately six blocks north of Broadway, while Interstate 27 forms a very definite eastern boundary to the Downtown Core. Buddy Holly Avenue and Broadway, respectively, drop under both of these major transportation spines, creating a hard visual edge to the Downtown Core.

To the west, the character of Broadway changes quite noticeably as it approaches Avenue Q, with a much more sporadic street wall, an increased number of surface lots, and a planted median. This distinct change of character experientially terminates the Downtown Core on this edge.

To the south, the number of lanes and traffic speed on 19th Street create a perceptual southern boundary between the Depot Entertainment District and areas south.

Within the Downtown Core itself, there is a noticeable lack of connection between downtown’s main hubs: the Civic Center, the emerging Arts District, the Depot Entertainment District, Broadway and Texas Tech University.

**Views & View Corridors**

There are no significant views within the Downtown Core or from the Downtown Core to surrounding topography that require protection or special consideration. There are a handful of historic buildings which could act as focal points for individual blocks.
Land Use Map: Downtown Core
Land Use Map: General Study Area
Inventory of Key Elements

Restaurants
There are a fair number of casual, lunch-type eating establishments (sandwiches, pizza) in the Downtown Core, but a lack of destination or after-5:00 p.m. eateries that would encourage people to come downtown for a nice dinner. There is a large cluster of bar and eatery establishments in the Depot Entertainment District.

Retail
There is minimal retail activity in the Downtown Core, with a large number of vacant retail storefronts of all sizes. The retail that is present does not center on any particular area, but is spread throughout the Downtown Core.

Services
There are few examples of neighborhood retail, such as dry cleaners and corner grocers, in the Downtown Core. A quick survey of businesses showed one barber shop, one to two hair salons, and a florist, but no drug stores or gyms.

Grocery Stores
The closest grocery store is the new Super Wal-Mart in North Overton. There are also a small number of ethnically-oriented corner grocers.

Schools
There are no schools within the Downtown Core, as shown on the Schools and Open Space Map. Lubbock Senior High School is located on 19th Street, within the General Study Area. No middle schools are located inside the General Study Area. The closest elementary school to the Downtown Core is Ramirez Charter School, in North Overton. Other elementary schools within the General Study Area are south of 19th Street or north of 4th Street, outside the Downtown Core and across major roadways.
Open Space

There is a lack of public open space of all scales in the Downtown Core. Gateway Park, occupying several lots on the northeast corner of the Broadway and Avenue Q intersection, is the only formally designated park within the Downtown Core. This park includes a lawn area, perennial beds, and a circular plaza space with benches. The Lubbock County Courthouse lawn is also used as park space; this area occupies approximately one-third of a block at Broadway and Texas Avenue, and includes a bandstand / pavilion that is used for summer concerts. The large grassy area abutting the Marsha Sharp Freeway (4th Street), approximately two blocks in size and north of the Civic Center complex, is also sometimes used for public gatherings but is not a formally designed park.

Signage

Identity

Retail and commercial signage lacks character and detail. Some signs look distinctly cheap or homemade. The Team was told that the City is considering expanding the sign code to allow some types of currently prohibited signage, such as blade signs, that could add texture and detail to the streetscape.

Wayfinding & Gateways

Downtown is lacking in wayfinding signage, making it very difficult to get around and to find attractions. The Consultant Team observed no signage indicating entry to the Downtown Core or to special areas or attractions within downtown, such as the Depot Entertainment District and the Arts District. The streetscape improvements at Broadway and Avenue Q are a potential start to gateway treatment marking the edge of downtown. Surrounding major roadways are also lacking in informational signage directing drivers on how to get into downtown.
Schools and Open Space Map: General Study Area
Parking

On-street
The Downtown Core has a mix of parallel and diagonal parking. Broadway and Buddy Holly Avenue offer parallel parking, while secondary streets offer predominantly diagonal parking with a fair amount of parallel parking, depending on available right-of-way width.

On-street parking consists of a fairly even mix of 1-hour, 2-hour and unrestricted parking. Of the approximately 1,400 spaces available to the public (there is an additional pool of on-street parking that is restricted to loading, government use, etc.), approximately one-third is 1-hour, one-third is 2-hour and one-third is unrestricted. The On-Street Parking Map shows the location of on-street parking in the Downtown Core.

Aerial photography, taken at noon on a Thursday, shows that while on-street parking is well-used, it is not full, even adjacent to the Lubbock County Courthouse. It appears that on-street parking is generally available within a block face (a patron may have to park on the street perpendicular to their destination, for example) of most destinations. The exception to this statement may be the 1700 and 1800 blocks of Buddy Holly Avenue, where the concentration of bars and their condensed business hours may require a longer walk to locate on-street parking.

Off-street

Required
Required off-street parking for development is set by the Zoning Code and varies by zone district, although the majority of buildings in the Downtown Core do not meet these standards, as they were constructed prior to the adoption of the above standards. Please refer to the previous Zoning Map for districts in force in the Downtown Core. General ranges for primary downtown districts are below:

- Restaurants and bars: 1 space / 50 square feet – 1 space / 100 square feet
- Retail: 1 space / 175 square feet – 1 space / 200 square feet
- Office: 1 space / 200 square feet
- Churches: 1 space / 4 seats
- Residential: specific use, parking to be set by Zoning Board
It is important to note that the CB District designations (CB-1, CB-2, CB-3 and CB-4), which few properties have yet rezoned into, have less demanding off-street parking requirements. These districts allow restaurants and bars, for example, to park at 1 space per 100 square feet, churches at 1 space per 8 seats, and most other permitted uses at 1 space per 300 square feet. Please refer to the preceding Land Use Regulations portion of this document for further discussion of zone districts. The On-Street and Existing Parking Maps on the following pages show parking by time-limit and type for the Downtown Core.

**Supply**

The Downtown Core has an exceptionally large amount of land dedicated to off-street surface parking. Aerial analysis shows that over 120 acres of the Downtown Core – approximately 36 percent of developable block area – is devoted to surface parking, supplying in excess of 7,600 spaces. This large amount of surface parking, and its placement facing major streets, has a detrimental effect on the pedestrian realm and streetscape, breaking the continuity of the streetwall and emphasizing the role of the automobile. Of the 24 blocks facing Broadway, from Interstate 27 to Avenue Q, only 6 blocks (25 percent) do not have surface parking facing Broadway Street. Buddy Holly Avenue has a similar amount of street-facing surface parking, with only 5 of 25 blocks (20 percent) lacking.

The Downtown Core also has four parking structures, one of which (1313 Avenue J) was recently sold. The new owner plans to add vertical pedestrian circulation and open the structure for use by his employees in adjacent buildings, and for general contract parking. The owner noted that the structure is engineered to support additional levels above, should such expansion be desirable. The structure at 1002 Buddy Holly Avenue is used by County employees, with a fee of $15 per month for parking; the structure is well-used on a daily basis. The structure at 1500 Broadway Street is for building tenants only, and is approximately 75 percent full; the monthly fee is $30. No information is available on the fourth parking structure at 1201 14th Street.
On-Street Parking Map: Downtown Core
Existing Parking Map: Downtown Core
Utilization

The same aerial photography referenced above, taken at noon on a Thursday, shows a great deal of unutilized parking. The Mahon Federal Building lot is approximately 30 percent occupied. Three publicly-owned lots in the same area, on the northeast, southeast, and southwest corners of 14th Street and Buddy Holly Avenue as shown on the Parking Ownership Map, are little used. One of these lots is completely unoccupied, another shows 2 of 96 spaces used, while the third is approximately 40 percent occupied, based on visual analysis.

On the western edge of the Downtown Core, a large reservoir of parking exists on Broadway between Avenues O and Q. These lots are, in aggregate, approximately 30 percent full. Lots elsewhere within the Downtown Core and along Broadway show varying degrees of utilization, but no lots are full, and all lots show an appreciable amount of availability.

Access

Since there is a large amount of parking, and the lots are not full, the question becomes where the public can park. Information provided to the Consultant Team by the City indicates that almost all lots within the Downtown Core are privately owned, and are often for the specific use of an adjacent business or enterprise. Lubbock does not face the problem of too-little parking, but of too-little public parking, and too-little signage directing the public to appropriate parking reservoirs.
Transportation Infrastructure

Streets

Geometric Configuration
Downtown Lubbock is organized on a grid, with blocks measuring 300 feet by 300 feet. This grid is largely intact within the Downtown Core, with the Civic Center being the most notable disruption to this grid. The Mahon Federal Building closes one block of 13th Street immediately south of Broadway, while the Lubbock County Building and Lubbock County Jail closes one block of Avenue G immediately north of Broadway.

The grid enlarges to blocks measuring 300 feet by 600 feet, oriented east-west, to the west of Avenue O. This larger block pattern continues in the more residential blocks west of Avenue Q. There are a small number of grid interruptions, from uses such as schools and parks.

Downtown Core blocks are served by a mix of east-west and north-south alleys. All original blocks had alleys in both directions, but numerous alleys in one direction or the other have been closed. Alleys are heavily used for overhead and subsurface utilities. Residential blocks west of Avenue Q are served by east-west alleys. Please refer to the Wet Utility Map for the locations of wet utilities.

Street widths are quite wide throughout the downtown area, with curb to curb widths ranging from 75 to 85 feet within the Core, and approximately 30 feet in adjacent residential areas within the extended General Study Area.

Traffic Control & One-Way Streets
Downtown traffic is controlled by a mix of traffic signals and stop signs. Five signalized intersections along 13th Street and Main Street have been determined, per City standards, to fall below the conditions warranting a signalization; as of the writing of this document, these signals are being removed and replaced with signed stops.

In the Downtown Core, one-way streets are limited to the Texas Avenue and Buddy Holly Avenue couplet (both two-way south of Broadway), and the Avenue K, L and M grouping (K and M northbound, L southbound). Two previous couplets, Main and 10th streets and 15th and 16th Streets, have been converted to two-way traffic, with positive citizen feedback on the change. Although two-way conversion of the Texas Avenue and Buddy Holly Avenue couplet was considered in the late 1990s, the City decided to stay with the existing condition, due to opposition from adjacent property owners and the difficulty of changing one-way access at 4th Street (Marsha Sharp Freeway).
Parking Ownership Map: Downtown Core
Wet Utility Map: Downtown Core
Evidence of that the CRP Area was once vital and became an area in need of concerted revitalization, and that problems were identified through a public input process

One-way streets and signalized intersections are illustrated on the Existing Transportation Map. The Gateways and Destinations Map illustrates gateways to the Downtown Core.

**Paving**

While brick paving lends a distinctive character to downtown streets, much of it is in severe need of repair. Repairs have been inconsistent, with asphalt often interspersed with the brick, and warping and potholes quite common.

**Traffic Circulation**

Field observation did not show any notable conflicts between pedestrians and vehicles, aside from the extremely wide crossing distance due to street width. The Consultant Team did not note any downtown congestion. The largely intact street grid makes downtown navigation clear and logical, with few problems recovering from a wrong turn.

**Transit Routes**

Overall, Citibus runs on a fairly well-spaced grid to bring patrons to the Downtown Core, usually arriving at the Citibus Transfer Plaza, located at the corner of Broadway and Buddy Holly Avenue. Connections within the Core itself, however, are somewhat lacking.

Fixed route service runs every 30 minutes during peak periods and every hour during non-peak periods and Saturdays; there is no fixed-route service on Sundays. Hours of operation are from 5:45 a.m. to 7:15 p.m., Monday through Friday, and from 7:15 a.m. to 7:35 p.m. on Saturday. On-demand, shared-ride curb to curb service is available Monday through Friday, from 6:40 to 10:20 p.m.; cost is $4. Regular fixed route fares are $1 for adults, $0.75 for children ages six to twelve, and $0.50 for seniors; children under six ride free. All-day, unlimited ride passes are available for $2; weekly passes are $10, and monthly passes are $35. College students can purchase unlimited ride passes for a cost of $30 per semester. Citibus also runs an on-demand paratransit service. Please refer to the Existing Bus System Map for the transit routes.
Connections within the Core

- **Arts District to Depot Entertainment District:** Trolley service connects these two areas for special events, such as the First Friday Art Trail. Otherwise, no direct service exists between the Arts District and the Depot Entertainment District. Patrons would have to travel approximately 5 blocks from the Arts District to the Citibus Transfer Plaza, transfer, and travel an additional 5 blocks to the Depot Entertainment District. This route is an inefficient connection for two destinations that are only 12 blocks apart.

- **Arts District to Texas Tech University:** This trip would require transfer at the Citibus Transfer Plaza (12, 5).

- **Depot Entertainment District to Texas Tech University:** Two routes (25, 3) run from the Depot Entertainment District through the center of campus. A third route (5) would require transfer at the Citibus Transfer Plaza (6).

- **Texas Tech University to Broadway Street:** A single route (5) runs through the center of campus, down Broadway Street, and terminates at the Citibus Transfer Plaza. Travel to open space and outdoor amenities east of Interstate 27 would require transfer (2, 14).

Connections to the Core

Bus service is largely confined to the interior of Loop 289, with the exception of the southern Route 4, which dips approximately 10 blocks south of the Loop. Service within the Loop runs along several east-west spines, with north-south travel along three major spines near the Downtown Core. These north-south spines correspond, roughly, to Texas Tech University, Avenue Q, and the Citibus Transfer Plaza.

- **From the East:** Three routes (1, 2, and 14) deliver riders to the Transfer Facility. All three routes terminate at the Citibus Transfer Plaza, requiring transfer to move around downtown.

- **From the West:** Three routes (12, 25, and 3) deliver riders to the Citibus Transfer Plaza. Within the Core all these routes run along Buddy Holly Avenue, but none offers riders the opportunity to alight on Broadway.

- **From the North:** Two routes (7, 12) connect northern residents to the Citibus Transfer Plaza.

- **From the South:** Three routes (5, 9, and 6) bring riders into the Downtown Core. One of these routes (5) runs along Broadway, while the other two routes enter downtown along Buddy Holly Avenue. Riders south of the Loop 289 would need to use an east-west collector route (4) to connect to a north-south running route (3 or 9).
Existing Transportation Map: Downtown Core
Gateways and Destinations Map: General Study Area
Existing Bus System Map: General Study Area
HIGHWAY & HIGHWAY ACCESS Ramps

Interstate 27
Interstate 27 is the major north-south spine feeding highway traffic into the Downtown Core. There are two full-access points to the Downtown Core: Buddy Holly Avenue and 19th Street. A third access point, 13th Street, provides limited-access to the interstate for south-bound traffic, and access to downtown for north-bound traffic. Drivers can also get on or off Interstate 27 via the Marsha Sharp Freeway, running east-west along the northern edge of the Downtown Core, which provides additional access points to downtown. Please refer to the Highways and Access Points Map to see the locations of highways and access points in the Downtown Core.

4th Street
Fourth Street currently provides right in / right out access to all avenues on the downtown grid. Full movement, at-grade access occurs at University Avenue, Avenue U, Avenue Q, Avenue L, and the Texas / Buddy Holly avenue couplet.

Marsha Sharp Freeway
A completion date for this major transportation project has not been determined, in large part due to the need to secure funding for the project's final phase, but is projected to be sometime after 2013. Once complete, this project will offer major east-west connection into the Downtown Core, replacing 4th Street through the Core. Access to and from the new freeway will be via grade-separated on / off ramps. Major on / off points for this highway will be University Avenue, Avenue Q (the off ramp will land traffic at Avenue V, with Avenue Q being the first significant gateway into the Downtown Core), Avenue L, and the Texas Avenue / Buddy Holly Avenue couplet.

Utility Infrastructure
The objectives of this review are to evaluate the current utility infrastructure and drainage condition of the Downtown Core. The primary resources utilized to analyze the conditions were the Lubbock County FEMA Flood Insurance Re-Study performed in August 1999, City of Lubbock Stormwater Drainage personnel, and City of Lubbock Water Utilities personnel.
BACKGROUND

The water and sewer lines serving portions of the Downtown Core were installed in the 1920s, making them approximately 77 to 80 years old. During that period the overlying streets were constructed using brick. As the condition of the brick streets deteriorated over time, some of the streets were replaced with more modern construction materials. However, the utility lines have not been replaced and are still in service.

EXISTING CONDITION

Existing water and sewer mains were installed adjacent to one another in the public rights-of-way. Mains running east and west were typically installed in the streets, and mains running north and south were typically installed in the alleys. There are exceptions, where major mains were installed in north-south streets, rather than alleys. These lines were installed using construction materials typical to that period, including vitrified clay tile, brick, asbestos cement, and concrete. All these materials experience problems due to age.

FUTURE PLANS

The City of Lubbock currently has a Capital Improvements Project for the water distribution system in the Downtown Core. As part of that project 12-inch water mains are proposed to replace the existing east-west water lines running east of Avenue O on Mac Davis Lane, 8th Street, 9th Street, Broadway, Main Street, 14th Street, and 16th Street. These mains will be tied into existing lines, and several additional lines will be abandoned in place. This project has been approved, and construction is estimated to begin during summer 2008.

Projects planned to address the existing sewer system are currently on hold and are awaiting the results of a Sewer System Master Plan. The study is being conducted by Carter Burgess and began in June 2006. The study is scheduled to be completed by April 2008.

Drainage

BACKGROUND

Storm water within the City of Lubbock drains to the North Fork of the Double Mountain Fork of the Brazos River. Drainage within the city limits is primarily surface flow into various playa basins which are located throughout the City. Under extreme rainfall conditions, the playas fill to capacity from local runoff and overflow into an interconnecting network of playas, most of which ultimately discharge to the Brazos River.
Highways and Access Points Map: Downtown Core
The playas are divided into various systems, based on their overflow and drainage characteristics. Each system is comprised of a geographically and hydrologically-linked area based on surface topography. There are separate playa systems in the City, and each is designated with an alpha descriptor beginning with A and ending with M. Each system is comprised of a series of playas that is independent of any other system. The downtown area is a part of Lubbock’s Playa System C.

System C originates at the upland between 4th Street and 19th Street (SH 114). The downstream playa in System C is Playa 52, located south of North Loop 289, and east of Quaker Avenue. Overflow from Playa 52 flows overland to the east, intersecting with the Clovis Highway (US 84) and two different rail lines. The flow is then directed southward, following the Clovis Highway and rail alignment, and passes through the northeast portion of the Downtown Core.

System C has been included in various hydrologic studies. Information for this report was obtained from the Lubbock County FEMA Flood Insurance Re-Study, conducted by Halff Associates in August 1999. The purpose of the Halff re-study was to update conditions and mapping for Lubbock and the surrounding area.

The original FEMA study for the City of Lubbock was conducted in August 1974. The Flood Hazard Boundary Maps were released in June 1976, and the maps became effective in September 1982. The Flood Insurance Rate maps (FIRM) were first revised in June 1996, and the revised maps from the Halff re-study became effective in September 2002.

In limited areas of downtown Lubbock, storm drains have been installed to improve drainage. The age of the storm drains is approximately the same as that of the water and sewer mains, which pre-date the brick streets. Although storm drains exist in a small portion of downtown, surface drainage is the primary conveyance mechanism for runoff.

**Existing Condition**

The project area is depicted on current FEMA map, FIRM Number 480452305, Panel 305 of 500 (effective date September 18, 2002). The map shows the area east of Avenue M, between 4th Street and Broadway, to be in the 100-year floodplain. By contrast, the 1982 FIRM panel shows the entire project area to be located outside the floodplain. City staff has questioned the source of this discrepancy, and a new flood study is currently underway to verify if the 2002 maps are correct.
The 1982 100-year flood boundary crosses Clovis Road and the BNSF rail line west of Avenue U, north of the intersection of the two rail lines. From there, the flood boundary travels to its discharge point where Avenue U meets the Yellow House Draw. The discharge point is the center of controversy. In 1982, it was assumed there was a culvert at this location, but for the 2002 maps this culvert was removed from the study as there was not any evidence that a culvert ever existed. The map on the facing page shows the 1982 FIRM Panel in blue as “Previous FIRM Flood Map Area” and the 2002 FIRM Panel in red as “New FIRM Flood Map Area.” The map illustrates the expanded flood zone in the downtown area of study.

Some of the storm drains existing in the downtown area were constructed of arch sections of reinforced concrete. As with the water and sanitary lines, age has taken its toll, and the drains are experiencing maintenance problems. Many of the lines have an arch geometry that would be difficult to tie to.

**Potential Changes**

The City of Lubbock has initiated another Flood Insurance Re-Study, which is scheduled to be completed early in 2007. The objective of the study, which is being completed by Hugo Reed & Associates, is to evaluate the previously-completed modeling in the downtown area by utilizing both existing and new approaches and software. This will greatly impact the project area by either validating or refuting the results obtained during the last Flood Insurance Re-Study. Currently the area east of Avenue M and north of Broadway is located in the 100-year floodplain. New developments in this area would be required to either purchase flood insurance or have the property removed from the floodplain. In order to remove any structures that are currently shown in the floodplain, a drainage study would have to be performed and a Letter of Map Revision (LOMR) Application would have to be completed and submitted to FEMA. There is no evidence that any LOMR Applications have been completed for the Downtown Core.

The City of Lubbock Stormwater Department is planning a project to take video of the storm drain lines, in order to evaluate the condition of the storm drain system. The results of this planned project will be used to determine what improvements to the existing system may need to be made and eventually funded through a capital improvement project.

The City of Lubbock depends primarily on existing streets located in public rights-of-way for drainage. Changes to the downtown area may have a great impact on the drainage situation. The limited storm drain system in the downtown area may be available for some of the drainage in the Downtown Core. This will depend on the outcome of the storm
The main concerns expressed by the City of Lubbock Stormwater staff pertain to low finished floor elevations relative to the curb, and the need for a provision of drainage easements. Structures in the project area have typically been built near or at curb elevation, and are not built up to provide protection from flooding.

Closing of streets currently used for drainage in order to accommodate construction of large facilities will impact the overall drainage scheme. In the North Overton redevelopment area, this has been a concern. Smaller city blocks have been combined to create “superblocks”, resulting in the closing of streets and the interruption of existing drainage paths. The City of Lubbock has worked with the developers to find creative solutions, including providing drainage easements in parking lots running around and through the new properties or constructing wide medians to provide additional runoff capacity. This concept will need to be continued for projects in the downtown area.
SECTION 3: MARKET ANALYSIS

There is a new focus and commitment across the nation to redevelop downtowns as more regions rediscover their value as centers of human interaction, social cohesion, diverse commerce, and alternative housing. Increasingly, regional policymakers recognize their downtowns as what they are – the front doors to their community and the most lasting impression of their city. In the 21st Century, when quality of place is paramount to attracting talent and growing the economy, downtowns have become a vital component in regional efforts to compete for jobs and residents. The following section summarizes the Consultant Team’s preliminary findings regarding the market potentials for downtown Lubbock.

Population & Economy

The condition of the regional economy, as well as current population and employment trends, can have a significant impact on development projects that may be attracted or redirected to Lubbock’s downtown.

Population

The Lubbock region, while not growing at the same, robust pace as the state of Texas, is nevertheless characterized by moderate growth, low unemployment, and the presence of a large academic institution. The following table presents population trends for the City of Lubbock, the Lubbock region, and the State of Texas:

<table>
<thead>
<tr>
<th>Description</th>
<th>Downtown Core</th>
<th>Study Area</th>
<th>City of Lubbock</th>
<th>Lubbock County</th>
<th>State of Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011 Projection</td>
<td>520</td>
<td>14,100</td>
<td>221,500</td>
<td>267,600</td>
<td>24,998,000</td>
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<tr>
<td>2006 Estimate</td>
<td>325</td>
<td>14,100</td>
<td>210,800</td>
<td>255,300</td>
<td>23,071,000</td>
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<tr>
<td>2000 Census</td>
<td>332</td>
<td>14,200</td>
<td>199,600</td>
<td>242,600</td>
<td>20,852,000</td>
</tr>
<tr>
<td>1990 Census</td>
<td>474</td>
<td>16,000</td>
<td>187,200</td>
<td>222,600</td>
<td>16,987,000</td>
</tr>
<tr>
<td>Growth 2006-2011</td>
<td>60.0%</td>
<td>0.0%</td>
<td>5.1%</td>
<td>4.8%</td>
<td>8.4%</td>
</tr>
<tr>
<td>Growth 2000-2006</td>
<td>-2.1%</td>
<td>-0.7%</td>
<td>5.6%</td>
<td>5.2%</td>
<td>10.6%</td>
</tr>
<tr>
<td>Growth 1990-2000</td>
<td>-30.0%</td>
<td>-11.3%</td>
<td>6.6%</td>
<td>9.0%</td>
<td>22.8%</td>
</tr>
</tbody>
</table>

Population Trends in Lubbock Area and Texas, 1990-2011

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Downtown Core population data are provided by the City of Lubbock, and include the non-group quarters population only.
The downtown core, is, effectively, the downtown bounded by I-27, Avenue Q, 4th Street, and 19th Street. The study area is a larger "area of influence" that incorporates downtown, Overton, part of Texas Tech, and small parts of the neighborhoods north and south.
While the majority of Lubbock's growth is occurring at the regional fringe (particularly in the southwest quadrant), recent trends suggest an increase in interest in the downtown as a residential location. In addition to modest population gains in the Downtown Core, reversing a pattern of decline, the North Overton district has absorbed nearly 1,000 housing units in a very short period of time, replacing 1,700 units of deteriorated housing. An additional 400 single family detached are underway, with more units planned in the future. This confirms that while much of the regional development in Lubbock is occurring at the fringe, there is substantial interest in investing in the central city, provided land is made available and a master plan is put in place.

The fringe expansion of Lubbock is evident on the map below that shows numerical population growth by census tract between 1990 and 2000. In essence, the Downtown Core lost population or grew only slightly during the 1990s. Meanwhile, the green areas of high numerical increases encircle the Core of the City. Some of this numerical strength, however, can be attributed to the larger geographic areas encompassed by the most rapidly expanding census tracts; bigger areas can simply absorb more growth.

1 Tract data are not available for years between decennial censuses.
Thus, it is valuable to evaluate the density of population for the year 2000, as shown on the next map. Darker areas represent higher numbers of people per square mile. It is evident that the central areas of the City have been able to maintain relatively high density even as the fringe has added more people. Thus, it can be concluded that the region is not so much losing population in its developed areas as it is expanding into new areas.

While downtown Lubbock has not had much residential population for decades, its density represents a different kind of “fringe effect” in that downtown is not the center of Lubbock’s population as much as it is the front edge of very low densities on the north and east sides. Thus, in many ways, downtown is perceived as not the center of the regional economy, a perception that needs to be overcome with market interventions to attract more growth not only downtown but also to the north and east.
Still, downtown is the center of the region’s highway network, as both of the preceding maps illustrate. It is effectively the center of the Loop 289 and is the point where all other highways converge. The extension of the Marsha Sharp Freeway will reinforce this centrality. Economic development, and eventually population growth, needs to capitalize on the unique transportation accessibility in greater Lubbock. The downtown’s convenient proximity to all other parts of the region is unrivaled.

Metropolitan Lubbock ranked the 167th most populated in the U.S. in 2005, virtually right in the middle of the 360 defined metropolitan areas. The following table compares population trends for the 15 years between 1990 and 2005 among several metro areas against which Lubbock is frequently weighed.

Growth rates are often used to benchmark the relative health and perceived desirability of a region. Generally, high-growth regions such as Boise, Idaho, are products of strong job growth that attracts migrants from outside the U.S. as well as a healthy national perception that draws people from other parts of the country. While Lubbock’s growth rate of 12.6 percent is moderate (the national average was about 20 percent), it is important to note that it is comparable to that of Chattanooga, a region which has reclaimed a very positive national image in recent years. Another, if much larger, example of a nearby metro role model is Oklahoma City. While it has a size advantage and is both the capital of the state and home of a Big 12 university, Oklahoma City has invested heavily in itself since the late 1980s, and particularly since the Murrah Federal Building bombing of 1995. Oklahoma City achieved a growth rate comparable to the national average.

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>46</td>
<td>Oklahoma City, OK</td>
<td>1,157,000</td>
<td>186,000</td>
<td>19.1%</td>
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<tr>
<td>61</td>
<td>Albuquerque, NM</td>
<td>798,000</td>
<td>199,000</td>
<td>33.1%</td>
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<td>Boise City, ID</td>
<td>544,000</td>
<td>225,000</td>
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<td>98</td>
<td>Chattanooga, TN--GA</td>
<td>492,000</td>
<td>59,000</td>
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<tr>
<td>135</td>
<td>Montgomery, AL</td>
<td>357,000</td>
<td>52,000</td>
<td>17.1%</td>
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<tr>
<td>159</td>
<td>Lincoln, NE</td>
<td>282,000</td>
<td>52,000</td>
<td>22.9%</td>
</tr>
<tr>
<td>167</td>
<td>Lubbock, TX</td>
<td>259,000</td>
<td>29,000</td>
<td>12.6%</td>
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<tr>
<td>175</td>
<td>Midland-Odessa, TX</td>
<td>247,000</td>
<td>21,000</td>
<td>9.4%</td>
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<tr>
<td>180</td>
<td>Gainesville, FL</td>
<td>240,000</td>
<td>49,000</td>
<td>25.6%</td>
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<tr>
<td>181</td>
<td>Amarillo, TX</td>
<td>239,000</td>
<td>43,000</td>
<td>21.7%</td>
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<tr>
<td>268</td>
<td>Santa Fe, NM</td>
<td>141,000</td>
<td>42,000</td>
<td>42.4%</td>
</tr>
</tbody>
</table>


The change in population from 1990 to 2005 reflects the 1990 populations of the metro area definitions of 2005 (technically redefined in 2003).
Amarillo was able to add one-fifth more residents in 15 years. Albuquerque added one-third more. Like Lubbock, Lincoln is the home of a Big 12 university, and added almost a quarter more. It should, therefore, be possible for Lubbock to also improve its national perception without above-average regional growth if it invests in and successfully markets its assets. The increased desirability of college towns, coupled with a renewed emphasis on downtown could go a long way in achieving regional or national prominence for Lubbock.

The following table compares incomes within selected boundaries in the Lubbock region and State of Texas:

<table>
<thead>
<tr>
<th>Income</th>
<th>Downtown Core</th>
<th>Study Area</th>
<th>City of Lubbock</th>
<th>Lubbock County</th>
<th>State of Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006 Median HH Inc</td>
<td>$17,600</td>
<td>$19,300</td>
<td>$36,300</td>
<td>$36,800</td>
<td>$46,600</td>
</tr>
<tr>
<td>% Below $25,000</td>
<td>82%</td>
<td>64%</td>
<td>36%</td>
<td>35%</td>
<td>26%</td>
</tr>
<tr>
<td>% $50,000 - $100,000</td>
<td>2%</td>
<td>8%</td>
<td>25%</td>
<td>25%</td>
<td>30%</td>
</tr>
<tr>
<td>% Above $100,000</td>
<td>0%</td>
<td>4%</td>
<td>18%</td>
<td>18%</td>
<td>27%</td>
</tr>
<tr>
<td>2006 Per Capita Inc</td>
<td>$12,200</td>
<td>$10,100</td>
<td>$20,300</td>
<td>$20,000</td>
<td>$22,800</td>
</tr>
</tbody>
</table>

There are striking contrasts between the incomes of residents in the study area and those in the region. With a median household income below $20,000, the average resident in the study area is either a college student, or is likely in need of some form of government subsidy to afford adequate housing. Research from other markets indicates that the new waves of downtown residents are considerably more affluent than existing residents, with households earning $65,000 to $75,000, on average. This is because downtowns are attracting residents from other, more affluent parts of their metropolitan regions—very heavily skewed toward college graduates, workers in professional class occupations, and often members of the “empty nest” generation over age 50 in peak earnings years with no children to directly support anymore.

Lubbock also has a lower cost of living than the nation as a whole. A quick indicator of that fact is a comparison of median housing value to median household income from the latest census in 2000. Dividing housing value by income yields a ratio that indicates the relative affordability of housing. For the U.S. as a whole this ratio was 2.85, meaning a median house cost 2.85 times the median regional income. In Lubbock County, the ratio was much lower at 2.18, although this was slightly higher than for the State of Texas at 2.07.
The map below indicates income distribution in the Lubbock region as of the 2000 Census. Not surprisingly, higher household incomes are found in the fringe areas, particularly to the southwest. Lower incomes are to the northeast within the Core of the City, including downtown itself. Based on Lubbock’s relatively low median household income but also relatively low cost of living, we anticipate new downtown households to average $55,000 to $60,000 in annual income.
Economy

The Lubbock economy is generally healthy, and appears poised to experience additional growth. While the economy benefited little from the economic boom of the late 1990s, it has taken off since 1999, adding 16,000 jobs. With a disproportionate amount of employment in the educational and health sectors (28 percent versus 20 percent nationally), the regional economy is reliant on a stable industry that is anticipated to grow over the next decade. The following chart indicates employment trends for the Lubbock region:

![Employment Trends Chart](chart.png)
The following table compares the historic unemployment rates of the Lubbock region, the State of Texas, and the U.S.

The above table indicates a very low unemployment rate for the Lubbock region, indicating a possible labor shortage. Over the last 10 years, Lubbock’s unemployment rate has generally fallen a full percentage point below the national average, and nearly one and one-half percentage points below the state average. This phenomenon often occurs in markets that have a fairly robust economy, but have difficulty attracting qualified labor to sustain economic growth. A renewed focus on urban revitalization could improve the national perception of Lubbock, thereby aiding businesses that seek to attract the talent necessary to grow their companies.
**Real Estate Market Potential**

The potential highest and best use for downtown Lubbock is not a single use, but rather the co-location of a variety of complementary uses. For example, retail development potential can be enhanced by the addition of housing units, hotel rooms, office space, and destination entertainment that draws from a regional population base. Likewise, the downtown housing market is bolstered by robust employment opportunities nearby while the hotel occupancy is supported by entertainment and office uses. Nevertheless, each component or use must be evaluated separately to determine market demand, with the understanding that its presence in a mixed-use downtown will contribute to a collective value that is greater than the sum of each component.

**Residential Development**

A number of social, economic, policy, and demographic phenomena have occurred and recently led to a boom in downtown housing across the nation. Reasons for this trend include but are not limited to: low mortgage rates, the shift of the baby boomer generation from childrearing to empty nester status, downtown residential tax incentives, an increase in the desirability of downtown housing, and the decrease in desirability of “B” and “C” class office space in many downtowns. The result has been the addition of several thousand downtown housing units over the last several years in markets such as Denver, Kansas City, and St. Louis. Increasingly, small markets have benefited from this trend, as 500 to 700 units are currently underway in the downtowns of Chattanooga, Greenville, and Albuquerque.

The successful redevelopment of the North Overton neighborhood, which has added 1,000 housing units in two years at above-average rates and prices, has confirmed the attractiveness of urban living in Lubbock. Recent national studies indicate that as much as 30 percent of homebuyers would prefer to live in “dense, walkable neighborhoods” if attractive housing options are offered. This suggests a market with substantial depth, capable of sustaining urban housing growth for years to come. The opportunity for Lubbock is to create a framework that supports the continued supply of urban housing in its greater downtown.

This assessment analyzes the total regional demand for new housing, and projects the performance of potential submarkets for downtown housing based on household income, demographic characteristics, and present geography. Unlike other cities that consist of a downtown, midtown, and one or more uptown locations, Lubbock’s greater downtown (which includes Overton), has little competition for the urban housing market. As a result, it has the potential to capture a very high regional market share.
We anticipate that 75 to 80 percent of new residents in greater downtown will come from within the city limits of Lubbock, with the remainder generally consisting of new arrivals from outside the metropolitan statistical area. We do not anticipate a significant level of support from the balance of Lubbock County, since it is rural or exurban in character, and therefore appeals to a different market segment entirely. The market will primarily be driven by households without children, including empty nesters, singles, couples, and recent relocations. College students also figure to comprise a significant market, but must be analyzed separately. Following indicates our key assumptions by age bracket:

By applying these assumptions to our defined market area – which adds approximately 2,250 annual housing units (HUD 2000-2005) – we arrive at the annual market demand for the study area:

<table>
<thead>
<tr>
<th>Age Bracket</th>
<th>18 - 24</th>
<th>25 - 34</th>
<th>35 - 44</th>
<th>45 - 54</th>
<th>55 - 59</th>
<th>60 - 64</th>
<th>65 - 69</th>
<th>70 - 74</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>35%</td>
<td>30%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>× % Urban, Walkable</td>
<td>35%</td>
<td>30%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>× % Singles, Couples</td>
<td>80%</td>
<td>60%</td>
<td>45%</td>
<td>65%</td>
<td>90%</td>
<td>98%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>+ % Non-Traditional Families</td>
<td>5%</td>
<td>10%</td>
<td>5%</td>
<td>5%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>× Downtown Capture Rate</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Downtown Housing Unit Demand Analysis

<table>
<thead>
<tr>
<th>Annual housing market</th>
<th>2,250</th>
</tr>
</thead>
<tbody>
<tr>
<td>minus Senior Housing Market</td>
<td>2,040</td>
</tr>
<tr>
<td>minus Market for conventional suburban housing</td>
<td>560</td>
</tr>
<tr>
<td>minus Households with school-age children*</td>
<td>500</td>
</tr>
<tr>
<td>minus Study Area Capture</td>
<td>400</td>
</tr>
<tr>
<td>minus Subsidized units</td>
<td>250</td>
</tr>
<tr>
<td>Annual market for downtown housing</td>
<td>250</td>
</tr>
</tbody>
</table>

* A small percentage of "non-traditional families", or families that actively choose to live in an urban environment, as added back into the household population.
North Overton, South Overton, and the Downtown Core. In any given year, the Downtown Core might capture 50 to 100 percent of this market.

With its proximity to Texas Tech University, students could bolster the demand for off-campus housing in the study area. Based on information provided by the U.S. Department of Housing and Urban Development (HUD), the university has the capacity to house just 6,700 of its 30,000 students on-campus. While new development in North Overton has absorbed much of this off-campus demand, there is a likely need for additional housing close to the university. Student housing notwithstanding, we have derived incomes by household to the annual market for housing in the greater downtown using data provided by Claritas. The following table indicates households by income for the anticipated downtown housing market:

<table>
<thead>
<tr>
<th>Income Range</th>
<th>Households</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000 - $34,999</td>
<td>50</td>
</tr>
<tr>
<td>$35,000 - $49,999</td>
<td>65</td>
</tr>
<tr>
<td>$50,000 - $74,999</td>
<td>65</td>
</tr>
<tr>
<td>$75,000 - $99,999</td>
<td>35</td>
</tr>
<tr>
<td>$100,000 - $149,999</td>
<td>25</td>
</tr>
<tr>
<td>$150,000 - $249,999</td>
<td>10</td>
</tr>
<tr>
<td>&gt; $250,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>250</strong></td>
</tr>
</tbody>
</table>

DEVELOPMENT STRATEGIES
Based on the above income data, housing affordability considerations, and our survey of current market conditions, we offer the following program which will enhance the likelihood of successful absorption into the greater downtown market.

### Annual Rental Unit Demand

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number</th>
<th>5-Year Total</th>
<th>Low Rent</th>
<th>High Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio/1 BR</td>
<td>50</td>
<td>250</td>
<td>$630</td>
<td>$870</td>
</tr>
<tr>
<td>1-2 Bedroom</td>
<td>30</td>
<td>150</td>
<td>$880</td>
<td>$1,250</td>
</tr>
<tr>
<td>2-3 Bedroom</td>
<td>20</td>
<td>100</td>
<td>$1,250</td>
<td>$1,870</td>
</tr>
<tr>
<td>3 Bedroom</td>
<td>5</td>
<td>25</td>
<td>$1,880</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>105</strong></td>
<td><strong>525</strong></td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Annual For-Sale Unit Demand

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number</th>
<th>5-Year Total</th>
<th>Low Price</th>
<th>High Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>30</td>
<td>150</td>
<td>$180,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>80</td>
<td>400</td>
<td>$250,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>TH/PH</td>
<td>25</td>
<td>125</td>
<td>$500,000</td>
<td>$750,000</td>
</tr>
<tr>
<td>PH</td>
<td>10</td>
<td>50</td>
<td>$750,000</td>
<td>and up</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>145</strong></td>
<td><strong>725</strong></td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

The above program indicates a ratio of for-sale to rental housing of 58 percent/42 percent. Based on our analysis of supply, achievable rental rates will range from $1.00 to $1.30 per square foot. Sales prices could range from $125 to $170 per square foot.
Hotel Market

Hotels are valuable to downtowns because they often enhance their image and identity, and contribute to their vitality as well. Three primary drivers of demand for hotel space are business/corporate travelers, group travelers such as conventioneers, and tourists. Therefore, an increase in the desirability of downtown Lubbock as a place to do business, hold conventions, or attract tourists will drive demand for an increase in room supply.

With 3,000 hotel rooms, 800 motel rooms and a combined 62 percent occupancy rate, the overall regional market in Lubbock is performing relatively well, despite a disproportionate supply of midscale and economy properties. Of the roughly 3,000 hotel rooms that we surveyed, just 241 fall into the upscale, “upper upscale” and luxury hotel categories – 7.5 percent of the total market. By comparison, these categories comprise a 30 percent market share overall in the State of Texas (Source Strategies, Inc). The undersupply of hotels in these market segments in Lubbock presents a considerable opportunity for hotel development in the region, and could be capitalized upon in the Downtown Core as part of the City’s planning efforts. The following graph illustrates existing and planned hotel supply in the Lubbock regional market:
The preceding graph includes a future 305-room hotel that is part of the Overton master plan. Even with this addition to the market, an undersupply of upper upscale hotels (i.e. Marriott, Hilton) remains. The following table indicates all hotels that are planned or currently under construction:

<table>
<thead>
<tr>
<th>Hotel</th>
<th>Status</th>
<th>Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Super 8 Motel</td>
<td>Under Construction</td>
<td>75</td>
</tr>
<tr>
<td>Overton Park Hotel</td>
<td>Planned</td>
<td>305</td>
</tr>
<tr>
<td>Quality Inn</td>
<td>Planned</td>
<td>68</td>
</tr>
<tr>
<td>Value Place Hotel</td>
<td>Planned</td>
<td>105</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td><strong>553</strong></td>
</tr>
</tbody>
</table>

Source: Lubbock Convention & Visitor's Bureau, 2006

The addition of nearly 600 hotel rooms, including the 305-room Overton Park hotel, will substantially increase supply in the market, driving down the overall occupancy in the near-term. The following table indicates past and projected hotel occupancy and room demand trends, and accounts for the planned addition of 553 rooms:

The graph on the next page projects a sharp drop in overall occupancy following the addition of 553 hotel rooms. However, given the trend of increased annual room night demand, we anticipate a steady market recovery. Because of the undersupply of upscale and luxury properties in the market, we find that there will be additional hotel demand in these segments. Given the 30 percent statewide market share of these hotels, we estimate a moderate market share of 20 percent in Lubbock, and an aggressive share of 25 percent, yielding the results shown on the graph on the next page.
Based on the table below, the Lubbock market could support 155 to 355 upscale/luxury hotel rooms in addition to the existing and planned supply. This could translate into one to three hotels. The opportunity for Lubbock is to position its Downtown Core as an attractive location for most or all of these rooms. This could be accomplished by marketing the downtown's current assets (13,000 employees, center of government), and creating new ones, including broadened retail/entertainment opportunities, an enhanced public realm, and an upgraded convention center.

**Luxury/Upscale Hotel Demand Analysis**  
**Lubbock, Texas**

<table>
<thead>
<tr>
<th>Category</th>
<th>Existing &amp; Planned Supply</th>
<th>Moderate Demand</th>
<th>Aggressive Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upscale/Luxury Rooms</td>
<td>545</td>
<td>700</td>
<td>900</td>
</tr>
<tr>
<td>Total Hotel Rooms</td>
<td>3,570</td>
<td>3,570</td>
<td>3,570</td>
</tr>
<tr>
<td>Upscale/Luxury Market Share</td>
<td>15%</td>
<td>20%</td>
<td>25%</td>
</tr>
<tr>
<td>Excess Demand</td>
<td>-</td>
<td>155</td>
<td>355</td>
</tr>
</tbody>
</table>

DEVELOPMENT STRATEGIES, 2006
Retail & Entertainment Market

The presence of appropriate retail development in a downtown generates activity, adds value to surrounding development, enhances the desirability of a city’s Core by providing useful services, and is perhaps the strongest indicator of the vibrancy of a downtown among out-of-town visitors. To fully understand the retail potential of Lubbock’s Downtown Core, the market must be evaluated at several scales. First, it must be determined if there are any undersupplied retailers serving the existing residential, employment, and overnight visitor base. Second, the amount of future demand created through the addition of new housing must be estimated. Finally, opportunities must be identified for regional, “destination” retail and entertainment that could catalyze additional development by attracting consumers from a broader geographic area than would otherwise be possible.

Analysis of Retail Demand

The following table displays existing gaps in retail demand generated within a five-minute drive time buffer:

<table>
<thead>
<tr>
<th>Retail Stores</th>
<th>Typical Store Sq. Ft.</th>
<th>Estimated Sales per Sq. Ft.*</th>
<th>Representative Retailer</th>
<th>Undersupplied Sq. Ft.</th>
<th>Justified Add'l Stores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automotive Parts/Accsrs, Tire Stores</td>
<td>7,000</td>
<td>$250</td>
<td>AutoZone</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Furniture and Home Furnishings Stores</td>
<td>8,000</td>
<td>$350</td>
<td>Pier One</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Electronics and Appliance Stores</td>
<td>30,000</td>
<td>$400</td>
<td>Circuit City</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Building Material, Garden Equip Stores</td>
<td>100,000</td>
<td>$300</td>
<td>Home Depot</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Grocery (Ex Conv) Stores</td>
<td>40,000</td>
<td>$350</td>
<td>independent</td>
<td>25,000</td>
<td>1</td>
</tr>
<tr>
<td>Convenience Stores, non-pharmacy</td>
<td>10,000</td>
<td>$650</td>
<td>Walgreens, CVS</td>
<td>2,000</td>
<td>-</td>
</tr>
<tr>
<td>Pharmacies and Drug Stores</td>
<td>2,500</td>
<td>$1,000</td>
<td>Walgreens, CVS</td>
<td>4,000</td>
<td>1</td>
</tr>
<tr>
<td>Other Health and Personal Care Stores</td>
<td>1,700</td>
<td>$280</td>
<td>independent</td>
<td>3,000</td>
<td>-</td>
</tr>
<tr>
<td>Specialty Food and Liquor Stores</td>
<td>2,500</td>
<td>$300</td>
<td>independent</td>
<td>6,000</td>
<td>2</td>
</tr>
<tr>
<td>Gasoline Stations</td>
<td>2,000</td>
<td>$1,300</td>
<td>BP, Mobil</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Clothing and Clothing Accessories Stores</td>
<td>7,500</td>
<td>$350</td>
<td>J. Crew, NY &amp; Co.</td>
<td>9,000</td>
<td>1</td>
</tr>
<tr>
<td>Sporting Goods, Hobby, Book, &amp; Music Stores</td>
<td>23,000</td>
<td>$250</td>
<td>Borders</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
<td>100,000</td>
<td>$275</td>
<td>Walmart, Target</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous Store Retailers</td>
<td>2,000</td>
<td>$200</td>
<td>independent</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Full-Service Restaurants</td>
<td>4,000</td>
<td>$350</td>
<td>P.F. Chang’s</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Limited-Service Eating Places</td>
<td>3,000</td>
<td>$400</td>
<td>Panera, McDonalds</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Drinking Places - Alcoholic Beverages</td>
<td>3,000</td>
<td>$375</td>
<td>independent</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>49,000</td>
<td>5</td>
</tr>
</tbody>
</table>

Supply and demand data provided by Claritas, 2006

* Estimated sale per square foot determined using retail industry benchmarks from BizStats.com and ULI Dollars and Cents of Shopping Centers, 2004
Approximately 33,000 residents live within the five-minute drive buffer. The above table indicates roughly 50,000 square feet of unmet retail demand, which could be met in the Downtown Core. Significantly, the data suggest demand for a 25,000 square-foot grocery store, as well as a full-service pharmacy.

The addition of several-thousand housing units will strengthen retail demand in the downtown. The next table displays this increased demand potential, based on the addition of 1,000, 2,000, 3,000, and 5,000 housing units. The data show the degree to which new housing units can bolster existing retail opportunities generated by excess demand. An addition of 3,000 housing units is required to create an amount of internally-generated retail demand that equals the existing demand gap found within the five-minute buffer.

Projected Neighborhood Retail Demand
Downtown Core

<table>
<thead>
<tr>
<th>Retail Stores</th>
<th>Typical Store Size (s.f.)</th>
<th>Percent Capture</th>
<th>Demand from New Downtown Housing (s.f.)*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1,000 Units</td>
</tr>
<tr>
<td>Furniture and Home Furnishings Stores</td>
<td>8,000</td>
<td>20%</td>
<td>0</td>
</tr>
<tr>
<td>Electronics and Appliance Stores</td>
<td>8,000</td>
<td>20%</td>
<td>0</td>
</tr>
<tr>
<td>Building Material, Garden Equip Stores</td>
<td>7,500</td>
<td>20%</td>
<td>1,000</td>
</tr>
<tr>
<td>Urban Grocery Store, Conv. Store</td>
<td>10,000</td>
<td>65%</td>
<td>6,000</td>
</tr>
<tr>
<td>Pharmacies and Drug Stores</td>
<td>15,000</td>
<td>100%</td>
<td>6,000</td>
</tr>
<tr>
<td>Gasoline Stations</td>
<td>2,000</td>
<td>50%</td>
<td>1,000</td>
</tr>
<tr>
<td>Clothing and Clothing Accessories Stores</td>
<td>7,500</td>
<td>25%</td>
<td>2,000</td>
</tr>
<tr>
<td>Full-Service Restaurants</td>
<td>4,000</td>
<td>45%</td>
<td>2,000</td>
</tr>
<tr>
<td>Limited-Service Eating Places</td>
<td>3,000</td>
<td>50%</td>
<td>1,000</td>
</tr>
<tr>
<td>Drinking Places -Alcoholic Beverages</td>
<td>3,000</td>
<td>50%</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>-</td>
<td></td>
<td>16,000</td>
</tr>
</tbody>
</table>

Retail demand in the downtown is also generated by the daytime worker population, as well as overnight visitors. The following estimates retail and restaurant demand generated by downtown workers:

**Worker Spending**

**Downtown Core, Lubbock**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Downtown Workers</td>
<td>13,275</td>
</tr>
<tr>
<td>Daily Spending Per Worker</td>
<td>$5.50</td>
</tr>
<tr>
<td>Total Daily Spending</td>
<td>$73,000</td>
</tr>
<tr>
<td>Work Days</td>
<td>250</td>
</tr>
<tr>
<td>Total Annual Spending</td>
<td>$18,250,000</td>
</tr>
<tr>
<td>Sales/square foot</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Total Supportable Restaurant/Retail Space (s.f.)</strong></td>
<td><strong>61,000</strong></td>
</tr>
</tbody>
</table>

DEVELOPMENT STRATEGIES, 2006

The following table estimates retail and restaurant demand generated by overnight visitors:

**Overnight Visitor Spending**

**Downtown Core, Lubbock**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2005 Occupied Room Nights</td>
<td>131,000</td>
</tr>
<tr>
<td>Average Daily Spending (food, shopping)</td>
<td>$50</td>
</tr>
<tr>
<td>Total Annual Spending</td>
<td>$6,550,000</td>
</tr>
<tr>
<td>Sales/square foot</td>
<td>$300</td>
</tr>
<tr>
<td>Total Supportable Retail Space</td>
<td>22,000</td>
</tr>
<tr>
<td>Projected Additional Room Nights*</td>
<td>71,000</td>
</tr>
<tr>
<td>Projected Annual Spending</td>
<td>$3,550,000</td>
</tr>
<tr>
<td>Projected Supportable Retail Space</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>Total Existing and Projected Supportable Restaurant/Retail Space</strong></td>
<td><strong>34,000</strong></td>
</tr>
</tbody>
</table>

*Assumes the addition of 300 hotel rooms

DEVELOPMENT STRATEGIES, 2006

In summary, the Downtown Core generates roughly 95,000 square feet in retail demand from employees and overnight visitors, some of which is met by existing retailers. Conservatively, we estimate that 50 percent of this demand is currently met, leaving approximately 50,000 square feet of unmet demand from these segments.
Analysis of Entertainment & Entertainment-Oriented Retail Demand

In addition to capturing existing and projected retail demand from nearby residents, employees, and overnight visitors, an opportunity exists for the Downtown Core to draw consumers from a greater, regional market by developing destination retail and entertainment venues. Such venues rely on unique market offerings that draw from large trade areas, and often feature entertainment-oriented retail, virtual reality/computer gaming, restaurants, and live entertainment, in addition to more conventional retail offerings. Increasingly, developers and lenders have invested in small markets such as Boise, which witnessed the opening of the 100,000 square-foot BoDo urban entertainment center in 2005. These developments often feature non-traditional anchors, such as a cinema, to generate regional retail traffic and attract national tenants. The following assesses the market potential for a cinema and a minor league baseball team, both of which could help catalyze additional retail and entertainment demand in the Downtown Core.

The lack of competitive movie theaters inside the Loop 289 beltway, coupled with the strong demographic support from Texas Tech’s student population, indicates a spatial mismatch between cinema supply and cinema demand. The result is a likely near-term opportunity to develop a cinema in the study area, perhaps in the Downtown Core. Based on local interviews and field survey, there are two modern cinemas – Cinemark Tinseltown and Cinemark Movies 16 – totaling 32 screens, which would be competitive with a new cinema product. Each is located over four miles from the Downtown Core. Data provided by the Motion Picture Association indicates that 18- to 20-year-olds are the most frequent movie-goers, and persons between ages 12 and 29 comprise one-half of annual theater admissions. A new cinema in the downtown would be competitively advantaged because of its proximity to a huge component of this target market of movie-goers. The following is our analysis of supply and demand for movie theaters in the Lubbock market:
The above analysis presents conservative and aggressive estimates of movie demand. The conservative estimate is based on national averages, and does not take into consideration the positively-skewed young population in Lubbock, and therefore underestimates demand. The aggressive estimate is based on actual revenues generated in the Lubbock region, but also includes expenditures for opera, ballet, and theater, and therefore overestimates demand for movie theaters. Based on this analysis, it is likely that downtown could support a six to eight screen movie theater.

The possibility of luring a minor league baseball team to downtown Lubbock has been introduced by Lubbock stakeholders. Minor league baseball constitutes another potential destination entertainment venue, and could attract a regional population to downtown Lubbock 70 days per year. Based on an analysis of geography and market size, the “Double A” Texas league is the most logical possibility for Lubbock. The following compares Lubbock with the markets of all teams in the Double A Texas League and the Double A Southern League:

The above table suggests that Lubbock would be among the smallest markets in either Double A baseball league. Moreover, it is crucial to evaluate the potential or a professional sports franchise in light of the quality of existing sports programs at Texas Tech. In many ways, the demand for high level sporting events is satisfied in greater Lubbock by the university’s strong football, basketball, and baseball programs (among others).
In many markets, there are multiple sports franchises competing for a finite amount of expendable ticket revenue. In Lubbock, the Texas Tech football and basketball programs absorb a considerable amount of regional ticket demand, as shown in the following table. The table analyzes the degree to which the market could bear a Double A baseball franchise, in addition to these two existing sports programs:

The table on the facing page indicates some level of market support for a minor league baseball franchise. After basketball and football ticket expenditures, there remains an athletic ticket demand remainder of $2.5 million in the market. Since a minor league baseball team would likely draw $2.7 million in ticket revenues, a small revenue gap of $204,000 exists. Given a margin-of-error of ±10 percent in this analysis, it is possible that all three programs could coexist in the market. Based on this analysis, Lubbock could support a minor league franchise, but it is not advisable that construction of a new stadium begins until a minor league franchise has been secured.

### Minor League Baseball Market Comparison
**Texas League and Southern League (AA)**

<table>
<thead>
<tr>
<th>Team</th>
<th>Market</th>
<th>2000 MSA/ CMSA Population</th>
<th>Television Market Households*</th>
<th>Stadium Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frisco Riders</td>
<td>Dallas-Fort Worth</td>
<td>5,222,000</td>
<td>2,336,000</td>
<td>10,600</td>
</tr>
<tr>
<td>San Antonio Missions</td>
<td>San Antonio</td>
<td>1,592,000</td>
<td>760,000</td>
<td>6,300</td>
</tr>
<tr>
<td>Carolina Mudcats</td>
<td>Raleigh-Durham</td>
<td>1,188,000</td>
<td>985,200</td>
<td>6,000</td>
</tr>
<tr>
<td>Jacksonville Suns</td>
<td>Jacksonville</td>
<td>1,100,000</td>
<td>624,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Birmingham Barons</td>
<td>Birmingham</td>
<td>921,000</td>
<td>717,000</td>
<td>16,000</td>
</tr>
<tr>
<td>Tulsa Drillers</td>
<td>Tulsa</td>
<td>803,000</td>
<td>510,000</td>
<td>11,000</td>
</tr>
<tr>
<td>Tennessee Smokies</td>
<td>Knoxville</td>
<td>687,000</td>
<td>516,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Arkansas Travelers</td>
<td>Little Rock</td>
<td>584,000</td>
<td>531,000</td>
<td>6,080</td>
</tr>
<tr>
<td>Wichita Wranglers</td>
<td>Wichita</td>
<td>545,000</td>
<td>447,000</td>
<td>6,100</td>
</tr>
<tr>
<td>Mobile Bay Bears</td>
<td>Mobile-Pensacola</td>
<td>540,000</td>
<td>501,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Chattanooga Lookouts</td>
<td>Chattanooga</td>
<td>465,000</td>
<td>354,000</td>
<td>6,200</td>
</tr>
<tr>
<td>Corpus Christi Hooks</td>
<td>Corpus Christi</td>
<td>381,000</td>
<td>192,000</td>
<td>5,050</td>
</tr>
<tr>
<td>Huntsville Stars</td>
<td>Huntsville, AL</td>
<td>342,000</td>
<td>-</td>
<td>10,200</td>
</tr>
<tr>
<td>Montgomery Biscuits</td>
<td>Montgomery</td>
<td>333,000</td>
<td>245,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Springfield Cardinals</td>
<td>Springfield, MO</td>
<td>326,000</td>
<td>396,000</td>
<td>8,000</td>
</tr>
<tr>
<td>-</td>
<td>Lubbock</td>
<td>243,000</td>
<td>152,000</td>
<td>-</td>
</tr>
<tr>
<td>Midland Rockhounds</td>
<td>Odessa-Midland</td>
<td>237,000</td>
<td>135,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Mississippi Braves</td>
<td>Jackson, MS</td>
<td>158,000</td>
<td>328,000</td>
<td>7,200</td>
</tr>
<tr>
<td>W. Tenn. Diamond Jaxx</td>
<td>Jackson, TN</td>
<td>107,000</td>
<td>95,000</td>
<td>6,000</td>
</tr>
</tbody>
</table>

*Nielson Designated Market Area, 2006

DEVELOPMENT STRATEGIES, 2006
## Minor League Baseball Market Feasibility Analysis

**Lubbock, Texas**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Per Capita Sports Ticket Expenditure</td>
<td>$57</td>
</tr>
<tr>
<td>× Lubbock/National Income Ratio</td>
<td>80%</td>
</tr>
<tr>
<td>= Lubbock Per Capita Ticket Expenditure</td>
<td>$45.60</td>
</tr>
<tr>
<td>× 2005 Lubbock MSA</td>
<td>259,000</td>
</tr>
<tr>
<td><strong>Total Ticket Demand</strong></td>
<td><strong>$11,810,000</strong></td>
</tr>
<tr>
<td>Texas Tech Football Ticket Price</td>
<td>$45</td>
</tr>
<tr>
<td>× Fan Attendance</td>
<td>50,000</td>
</tr>
<tr>
<td>× Number of Home Games</td>
<td>6</td>
</tr>
<tr>
<td>= Texas Tech Football Ticket Revenue</td>
<td>$13,500,000</td>
</tr>
<tr>
<td>× Percent Local Attendance</td>
<td>50%</td>
</tr>
<tr>
<td>= Texas Tech Football Ticket Supply</td>
<td><strong>$6,750,000</strong></td>
</tr>
<tr>
<td>Texas Tech Basketball Ticket Price</td>
<td>$20</td>
</tr>
<tr>
<td>× Fan Attendance</td>
<td>10,000</td>
</tr>
<tr>
<td>× Number of Home Games</td>
<td>14</td>
</tr>
<tr>
<td>= Texas Tech Basketball Ticket Revenue</td>
<td>$2,800,000</td>
</tr>
<tr>
<td>× Percent Local Attendance</td>
<td>90%</td>
</tr>
<tr>
<td>= Texas Tech Basketball Ticket Supply</td>
<td><strong>$2,520,000</strong></td>
</tr>
</tbody>
</table>

**Existing Ticket Demand - Ticket Supply = Remaining Ticket Demand**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA Baseball Ticket Price</td>
<td>$8.25</td>
</tr>
<tr>
<td>× Fan Attendance</td>
<td>5,000</td>
</tr>
<tr>
<td>× Number of Home Games</td>
<td>70</td>
</tr>
<tr>
<td>= AA Baseball Ticket Revenue</td>
<td>$2,888,000</td>
</tr>
<tr>
<td>× Percent Local Attendance</td>
<td>95%</td>
</tr>
<tr>
<td>= AA Baseball Ticket Supply</td>
<td><strong>$2,744,000</strong></td>
</tr>
</tbody>
</table>

**Remaining Ticket Demand - AA Baseball Ticket Supply**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>($204,000)</td>
</tr>
</tbody>
</table>

Average Ticket Expenditure derived from Consumer Expenditure Survey. Texas Tech ticket prices, fan attendance, % local attendance provided by the Texas Tech athletic department. AA baseball data provided by minorleaguebaseball.com.

DEVELOPMENT STRATEGIES, 2006
Retail & Entertainment Conclusions

Based on our analysis of supply and demand, we estimate a combined 100,000 square feet of underserved residential, employment, and overnight visitor demand that could be captured in the Downtown Core. The addition of 3,000 housing units would generate some additional retail market support, adding 50,000 square feet of neighborhood retail demand that could be captured in the downtown. Market potential exists for a cinema-anchored entertainment/retail venue, totaling 50,000 to 100,000 square feet. Analysis of short-term retail potential indicates that development efforts could lead with a 40,000 square-foot grocery store, a 10,000 to 15,000 square-foot pharmacy, and a six-screen movie theater. In total, we estimate the downtown could support an additional 200,000 to 250,000 square feet of retail over a period of 10 to 15 years.

As a point of caution, the recently-opened Super Wal-Mart store on Avenue Q has altered the retail dynamic of the downtown, acting as a magnet that pulls new retailers to adjacent sites. With a new shopping center currently under construction, and several additional “pad” sites available for development, some of the above retail demand is likely to be absorbed just outside the Downtown Core. The downtown must therefore rely on a three-tiered strategy to attract retailers and entertainment venues. First, it must improve the quality and perception of downtown through enhancement of the public realm, attraction of new residents, and the creation of places with genuine character. Second, it must work to attract pivotal anchors, such as a cinema, ballpark, grocery store, or pharmacy. Lastly, it must be supportive of more organically-based, small business development – particularly those that seek to carve out a retail niche that is separate and distinct from the offerings at existing national retail chains such as Wal-Mart.
Office Market

Often the defining characteristic of a central business district, office space is an essential component of a vibrant downtown. Complimentary businesses and governmental functions have typically located adjacent to one-another where synergies are strongest. This is evidenced in downtown Lubbock as many area law firms remain near the County Courthouse. Increasingly, downtowns have lost ground as regional centers of commerce to suburban office parks that capitalize on convenient parking, ease-of-accessibility, and closer proximity to office workers. If downtowns are to regain their stature as attractive locations for office functions, they must reposition themselves as unique, vibrant, activity centers that offer the image and prestige that office tenants seek.

While corporate office relocations occur as functions of company-specific economic development trends and opportunities, speculative office space is market driven, and can occur in either a stand-alone facility or as part of mixed-use buildings that also contain retail and/or residential development. While corporate business retention, recruitment, and expansion are encouraged as part of the city’s downtown revitalization efforts, we focus primarily on speculative office development.

With over 13,000 employees, the Downtown Core remains the most heavily-concentrated employment center in the region. Office development has stagnated, however, as there have been no substantial additions to downtown supply since the Wells Fargo building was constructed in 1968, and downtown vacancy is currently estimated to exceed 30 percent. The result is a difficult-to-read cause and effect relationship. On one hand, it could be concluded that there has not been any new office construction because downtown office space is not desirable. On the other hand, it is possible that prospective office tenants choose not to locate downtown simply because there is a lack of new office space. The lack of new office space is likely a combination of the two, meaning that new downtown office space would be well-received by some tenants, but true success is dependent on enhancing the image and marketability of downtown in the regional marketplace for office space.

Analysis of the Lubbock regional office market suggests that future opportunities are likely for the downtown if it can successfully reposition itself. The overall regional office vacancy rate falls below 10 percent, once several functionally obsolete buildings are subtracted from the market (Blosser Appraisal, 2006). New office additions are occurring and being absorbed into the market, albeit at a small, piecemeal scale at the urban fringe. Office demand is likely to grow with continued employment growth in certain key sectors.
The following table provides office demand projections as driven by employment growth in occupational fields that include legal, financial, administrative, marketing, and business operations.

<table>
<thead>
<tr>
<th>Office Category</th>
<th>Annual Employment Growth</th>
<th>1-year</th>
<th>5-year</th>
<th>10-year</th>
<th>Moderate</th>
<th>Aggressive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Office Users</td>
<td>485</td>
<td>120,000</td>
<td>610,000</td>
<td>1,210,000</td>
<td>25%</td>
<td>50%</td>
</tr>
<tr>
<td>Civic, Social Office Users</td>
<td>40</td>
<td>10,000</td>
<td>50,000</td>
<td>100,000</td>
<td>25%</td>
<td>50%</td>
</tr>
<tr>
<td>Medical Users</td>
<td>445</td>
<td>110,000</td>
<td>560,000</td>
<td>1,110,000</td>
<td>5%</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>970</td>
<td>240,000</td>
<td>1,220,000</td>
<td>2,420,000</td>
<td>400,000</td>
<td>800,000</td>
</tr>
</tbody>
</table>

Data Source: Texas Workforce Commission Employment Projections for South Plains Region, 2002-2012
DEVELOPMENT STRATEGIES, 2006

Based on projected regional growth over a 10-year period, a substantial amount of office development stands to occur, offering considerable opportunities for downtown office capture. By applying moderate and aggressive capture rates to different office sectors, we anticipate that downtown Lubbock could add 400,000 to 800,000 square feet of office space over a 10-year period. Because this growth is largely dependent on an enhanced image of downtown, it is not likely to occur until significant momentum is gained in the residential, retail, and hospitality sectors, as well as the public realm.
Development Program & Phasing Strategy

Based on our concluded market opportunities, we offer the following development program and phasing strategy. The diagram assumes a “predevelopment phase” that must occur prior to development. This phase will likely involve private/public partnerships and could include marketing, streetscape enhancements, land acquisition and clearance, and environmental remediation. Once the necessary steps are taken, Phase I will begin. It is likely that public involvement will be needed early on, while later phases will be almost exclusively private-driven, as development will build on the success of previous phases.

<table>
<thead>
<tr>
<th>Category</th>
<th>Pre-Devel</th>
<th>Phase I (0-4 years)</th>
<th>Phase II (5-8 years)</th>
<th>Phase III (9-12 years)</th>
<th>12-Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>•</td>
<td>750</td>
<td>750</td>
<td>500-750</td>
<td></td>
</tr>
<tr>
<td>Catalysts</td>
<td>Land Acquisition/ Market Demand</td>
<td>Market Demand</td>
<td>Market Demand</td>
<td></td>
<td>2,000-2,250 units</td>
</tr>
<tr>
<td>Location</td>
<td>Southwest Quadrant</td>
<td>Downtown Core</td>
<td>Downtown Core</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail/Entertainment</td>
<td>•</td>
<td>50K-75K s.f.</td>
<td>75K-100K s.f.</td>
<td>75K-100K s.f.</td>
<td>200,000-250,000 square feet</td>
</tr>
<tr>
<td>Catalysts</td>
<td>Regional Demand Central City Demand</td>
<td>Central City Demand Regional Demand</td>
<td>Employment Growth Residential Growth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anchors</td>
<td>Cinema, Pharmacy</td>
<td>Grocery Store</td>
<td>Urban Retail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>•</td>
<td>0-100,000 s.f.</td>
<td>200,000-300,000 s.f.</td>
<td>200,000-300,000 s.f.</td>
<td>400,000-700,000 square feet</td>
</tr>
<tr>
<td>Location</td>
<td>CBD</td>
<td>CBD</td>
<td>CBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>•</td>
<td>150 rooms</td>
<td>150 rooms</td>
<td>0-150 rooms</td>
<td>300-450 rooms</td>
</tr>
<tr>
<td>Catalysts</td>
<td>Upscale Demand</td>
<td>Upscale Demand</td>
<td>Downtown Revitalization Employment Growth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Q/ Broadway</td>
<td>Downtown Core</td>
<td>Downtown Core</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DEVELOPMENT STRATEGIES, 2006
Site Development Opportunities

With a renewed focus on downtown revitalization and the confirmed success of North Overton, prospects for development are strong in downtown Lubbock, but market potentials for the area will only be fully realized if they are guided by a master development plan. The opportunity is to develop a plan that encompasses the entire downtown, ensuring new developments are part of a cohesive network in which uses relate to one another and key sites are developed to their highest and best use potential. With coordination, strategic public investment, and land acquisition, greater economic value will be generated for the entire area. This value will be in the form of higher-quality development, faster absorption rates, better long-term property appreciation and performance, and more synergistic opportunities between different land uses.

The following is an analysis of site development opportunities, based on highest and best use, access and visibility, current and future market demand, and identification of special development sites.

Major Avenues

Fourth Street, Avenue Q, and 19th Street form the north, west, and south perimeter, or “external” boundaries of the Downtown Core. Because of their high traffic capacity and visibility, these avenues will be perceived as attractive to some regional retailers, as evidenced by the recent opening of a Wal-Mart store on Avenue Q. Broadway and Buddy Holly Avenue are the most prominent thoroughfares within the downtown, and therefore offer the best “internal” visibility and greatest opportunity for a variety of businesses, including urban retailers. These avenues are not likely to be as attractive to regional retailers.

Our market analysis revealed demand for regional retail and entertainment uses that could occupy some land along the three “boundary roads”, but by no means all of it. Therefore, we recommend that this demand be focused at the intersection of the internal and external thoroughfares. This includes Buddy Holly and 19th Street, and Broadway and Avenue Q. These intersections are valuable not only in land value, but also because they present opportunities to anchor urban retail efforts along the internal thoroughfares. Urban retail, which is smaller in scale than regional retail but is similarly sustained by consumers from a broad market area, should be encouraged at first-floor retail spaces.
Central Business District

Although it has a nucleus of governmental functions and offices, the central business district is weakened by an oversupply of commercially-zoned land in the study area, and region as a whole. New office, hotel, retail, and high- and mid-rise residential development should be encouraged within a defined central business district. Compact development within the CBD will generate more interest in surrounding properties, catalyzing additional development throughout the Downtown Core. Office development is not likely to be the leading development opportunity, and will likely only occur once the downtown’s image is enhanced through the development of residential, hospitality, and retail/entertainment uses.

Residential Redevelopment

Residential redevelopment could occur at many locations in the downtown, but opportunity is particularly strong in the southwest quadrant of the Downtown Core. The numerous vacant sites and underutilized residential properties present the best opportunity to acquire a large tract of contiguous property for large scale redevelopment in the downtown. Redevelopment in the southwest quadrant could occur in the short-term, enhancing the image and marketability of downtown and catalyzing development interest in other parts of the Downtown Core.

Regional Entertainment / Depot Entertainment District

The intersection of Buddy Holly and 19th Street offers the best opportunity to capture demand for entertainment and, along with residential growth, could act as a catalyst for downtown. With several restaurants and entertainment venues already in place in the Depot Entertainment District, the area has good visibility and excellent access from the I-27 interchange. A six-screen movie theater would be an ideal anchor for the district. If a minor league ballpark is developed, it would further strengthen the location by bringing 5,000 people downtown for 70 days of the year.

Avenue Q / Broadway Intersection

This intersection provides a gateway into the central business district, and its combination of visibility and deep parcels offer special development opportunities. The site could be attractive for hotel development and/or a grocery chain, and could provide the downtown with another anchor.
Hospitality

The existing hotel chains along Avenue Q, immediately west of the convention center, represent a wise use of the properties. The new Wal-Mart store across the street is likely to attract other retailers and restaurants that seek to benefit from the traffic that this regional retail anchor generates. While new retail uses adjacent to Wal-Mart may siphon some demand from the Downtown Core, new restaurants would enhance the location as a hotel destination.

Southeast Quadrant

The southeast quadrant of downtown consists of numerous warehouse and distribution businesses. While many of these businesses could likely function in locations outside the Downtown Core, moving their operations could prove to be expensive, and is therefore not likely to occur without substantial city incentives. Given the amount of downtown property in need of redevelopment, it is probably wise to focus city resources elsewhere in the short-term. As easily-developed sites in the downtown become scarce, policymakers may choose to re-evaluate the current uses in the southeast quadrant. Alternatively, if enough value is generated in other parts of the downtown, the southeast quadrant may redevelop as a result of market forces.

Northeast Quadrant

Because this portion of the Downtown Core contains a mix of viable businesses and underutilized properties, it is likely to redevelop on a site-by-site basis, as the market allows. The market will consist of a specific niche of residents that are willing to live adjacent to commercial businesses. As a result development is likely to occur more organically, at a slower pace, and at somewhat lower price points than say, the southwest quadrant if it were to be acquired and redeveloped on a large scale.
Regional Retail Anchor

Though not technically located within the Downtown Core, the site of the new Wal-Mart on Avenue Q has a profound impact on real estate in the study area, particularly in the retail sector. Not only has the Wal-Mart store absorbed much of the effective retail demand in the central city, it also acts as a magnet that attracts other retailers and restaurants to adjacent sites. Retailers that wish to be successful in the CB District, the Depot Entertainment District, or elsewhere in the Downtown Core will have to offer significant product differentiation and/or a unique experience in order to succeed. Strategies could include attracting a unique entertainment anchor, such as a cinema, creating a strong sense of place in the Downtown Core, or attracting a specialty, niche grocery store that offers products different to those at Wal-Mart.

Caretaker Sites

The term “Caretaker site” was created by urban designer Will Malone to describe urban properties that have minimal development value today, but have great potential at some later date. Cities and landholders act as “caretakers” in the interim, ensuring that the properties do not slip further into decay, so they are available for redevelopment when market conditions improve. This is precisely the circumstance that many properties along 19th Street and Avenue Q are in. One strategy might be to focus the City’s efforts in other parts of the Downtown Core, while updating zoning and design regulations for these sites. As the Downtown Core improves, development interest in the sites along 19th Street and Avenue Q will increase. With the right zoning and design guidelines in place, these properties may be brought back into service in a meaningful way without substantial public investment.

The Development Opportunities map on the next page indicates locations for various land uses that will best capitalize on market opportunities, optimize land values and catalyze further development.
Development Opportunities Map

Development Strategies, 2006

Aerial Provided by Google Earth, 2006
SECTION 4: ANALYSIS

Community Desires
A number of dominant themes emerged from the Consultant Team’s stakeholder interviews and committee meetings, and have been distilled into the 14 points that follow.

Upkeep of the Public Realm
There seems to be general consensus among a wide group of respondents that there is need for a more extensive and pro-active approach to maintenance and cleaning of the public realm. Street cleanliness, maintenance of brick streets, and landscape care were highlighted as areas of particular concern.

Stakeholders expressed a strong desire for more green spaces, like Gateway Plaza at Broadway and Avenue Q, in the Downtown Core.
**Access & Parking: Perception vs. Reality**

Downtown workers and residents noted that although downtown has quick and easy access from all directions, the general public perception is exactly the opposite, that it is difficult and time-consuming to come downtown.

Public opinion on parking is split; while some individuals feel that parking is at a premium, other people feel that there is plenty of parking, but it is either in the wrong place or poorly marked. There were also suggestions of shared parking agreements, and a need to change perception of how far is ‘too far’ for parking.

**Safety: Perception vs. Reality**

As with access, residents and workers feel that public perception of downtown safety (dangerous) is directly opposite of reality (those familiar with downtown reported feeling quite safe).

**Police Presence**

There seems to be a need to work with the police department in determining the appropriate level of response to calls, in order to balance a visible police presence with neighborhood image. There was very strong support for an expansion of police bicycle patrols.
Downtown Services & Amenities
There is a lack of downtown services needed to build a solid residential base. Items frequently mentioned on a 'wish list' included: grocery store, drug store, movie theater, more 'unique' (vs. chain) stores and restaurants, fine dining / restaurants open after 5:00 p.m.

Another frequent complaint was the lack of park space and 'green' downtown. There seems to be a real desire for more public open space and general streetscape beautification.

Signage
There is a strong, immediate need for wayfinding and identity signage. We heard a great number of times how difficult it is to know how to get to downtown, and how to get around once you are there.

Homelessness
Revitalization plans must address homelessness, rather than just push the homeless out of downtown to a different location. Panhandling and the image / annoyance it presents to customers were mentioned as a problem for a number of downtown businesses.

Stronger Relationship with Texas Tech
Texas Tech University is a strong asset to Lubbock, both for now and for the future. Students are a strong retail market, as well as a strong volunteer base for the City. Revitalization should include opportunities for and reach out to this demographic.

Students are also a strong, untapped market for downtown residency, as they finish school and begin their careers. Stakeholders say that most students leave as soon as they graduate; the City needs to offer career opportunity and a vital urban environment in order to keep this segment of the community in Lubbock.
SELF-IMAGE, PUBLIC RELATIONS

There is a need for Lubbock and West Texas to more strongly promote themselves – there is some thought that these groups are 'too modest' and do not capitalize on what they do have. Suggested outlets included:

- public TV channel
- website
- newsletter
- storefront
- local school education
- history museum
- realtors, home builders
- more festival and civic events
- information guides
- look to the future while respecting the past
- positive messages about what Lubbock has to offer
- create greater civic pride and greater psyche – mental revitalization

ECONOMIC DEVELOPMENT & REGIONAL PLANNING

There is strong commitment to maintaining low taxes in the City; some people see a paradigm shift as a necessary precursor to revitalization. Improved quality of life – City revitalization – may need to come with higher taxes.

Economic development efforts need to be coordinated, both with different entities within the City and with the County. Rent subsidies and long-term / low interest loans for business development are desired. The cost of bringing existing structures into compliance with current building codes, or alternately the cost of demolition, is often a deterrent for downtown projects.

A variety of incentive tools can be used to focus development and redevelopment in desired locations, and the potential for using these tools in Lubbock will be explored in later phases of the project.
IMPLEMENTATION & COMMITMENT
Lubbock has initiated revitalization efforts in the past. A realistic implementation plan is necessary to really get the process off the ground.

A truly successful ‘catalytic project’ is needed to show investors that the City means business. Minor league baseball and equestrian event facilities were mentioned frequently as possible projects of this type.

Many downtown businesses and organizations could truly operate anywhere, but have made a conscious decision to stay downtown, because downtown is important. The City needs to encourage and cultivate this commitment to downtown vitality.

URBAN DESIGN
Downtown needs to create a sense of community and identity. A number of elements that were mentioned include:

- too vast / need tighter urban connectivity
- lack of critical mass
- no open space downtown
- lack of schools (mixed opinions on this)
- connectivity, open space, trails, sidewalks, bike path signage
- incorporate design elements unique to Lubbock
- more single family homes in North Overton

PROGRAMS
Lubbock is the regional center for finance and law, among other things. There is opportunity for the downtown community to reach out and cement their position as a regional hub of arts and culture. Some suggestions included:

- art programs for local schools
- business support of the arts
- Public Improvement District (PID) establishment in downtown
- ‘1 Percent for Art’ program for publicly-funded projects
Utilities
We heard many comments regarding the visual clutter of overhead utilities. There also seems to be a fair amount of dissatisfaction with the service provided to existing customers, unless there is the possibility of profit for the company through increased service.

Best Practices Examples in Other Cities
The following cities were mentioned as examples of the feel hoped for in Lubbock:

- Oklahoma City, OK: Bricktown
- Lincoln, NB: Hay Market
- Nashville, TN: Stadium District
- Scottsdale, AZ: Old Towne
- Portsmouth, VA: Renaissance Hotel
- Chattanooga, TN
- San Angelo, TX
- Ft. Worth, TX
- San Diego, CA: Gas Light District
- Abilene, TX
- Austin, TX: M"Davis Lane
- Omaha, NB – No Weeds Downtown
- Dallas, TX – West End
- Fredericksburg, TX
- Eureka Springs, AK
- Portland, OR
- Denver, CO: 16th Street Mall
- Savannah, GA: Squares
Opportunities and Constraints Evaluation

The analysis that follows identifies the Consultant Team's evaluation of the opportunities and constraints facing the City of Lubbock. These points will in some cases mesh with the preceding community assessment of issues, but in other cases will present a contrasting opinion. All points are open for discussion and will be refined before moving into the project's Phase II Visioning process.

Opportunities

Land Use

Residential
There is considerable opportunity for residential development in the greater downtown area; a significant amount of these units could be captured in the Downtown Core itself. North Overton will likely build-out before the Downtown Core residential market will heat up. Student, senior, and affordable housing are additional markets that may feed into the downtown market, above and beyond general multi-family development. The southwest quadrant of the Downtown Core offers the greatest opportunity for parcel assemblage.

Hotel
There is a regional undersupply of upscale / luxury lodging. Opportunity exists for the introduction of up to 375 rooms of this type, which could be split into 1 to 3 hotels. Strong potential for synergy exists by locating hotels near Texas Tech University or the Civic Center, in addition to an urban, downtown hotel.

Retail / Restaurant
There is opportunity for several specific types of retailers, including a downtown grocer. Downtown retailers will need to offer unique products and experiences, rather than franchise or chain interests, to compete with traditional, retail center-type development just outside the Downtown Core.

Office
There is office opportunity, but this class of development will be later-phase, and highly dependent on the success of the categories described above.
**Civic Core**

City, County and Federal services are all located in downtown Lubbock, although they are somewhat dispersed geographically. Relocation of existing agencies could create a civic center that would anchor the downtown area and define the ‘center’ of Lubbock. Civic buildings should be enhanced by appropriate civic amenities, such as plazas, art, and open space.

**Entertainment & Cultural District Connection**

The emerging entertainment and cultural districts are tremendous assets to the Downtown Core, but are distinctly isolated from each other. The two areas draw from similar patron pools, and would benefit enormously from easy, efficient transportation between the two. Such connection would naturally cross the ‘civic Core’, further enhancing interconnectivity between uses in the downtown.

**Greenways & Gateways**

A combination of historical precedent, present use, and emerging businesses has made Broadway and Buddy Holly Avenue, respectively, the primary east-west and north-south downtown spines. As the main connectors within the Downtown Core, these streets should be the focus for image enhancements. Greenways should include regularized street trees and enhanced paving; some greenways with wider rights-of-way should also include a planted median. Greenways should be used in combination with gateways to mark and celebrate arrival to downtown.

Two types of gateways exist: wayfinding gateways, which assure the visitor that she or he has arrived downtown, and identity gateways, which set the tone and aesthetic for downtown. Both of these types of gateways differ from simple access points into downtown; it is not necessary to mark every street intersection into the Core with a gateway. Wayfinding gateways are associated with the most commonly used highway exits into downtown, while identity gateways mark the real ‘front doors’ of the Downtown Core.

**Texas Tech**

Texas Tech University is a strength from both retail and residential points of view. The university community has considerable buying power, and can provide a strong target market for entertainment, dining, and retail interests.

New graduates are also an excellent market for downtown residential products, and could be a key demographic in creating a ‘critical residential mass’ downtown.
Community Pride & Local Identity
There seems to be a distinct seam of hometown pride in Lubbock. This public support is critical to reawakening downtown.

West Texas has a very distinct cultural identity, and Lubbock very strongly associates with its location in West Texas. This identity can become an integral part of promoting Lubbock.

Regional Cultural Hub
Already the government, financial and medical hub of the region, Lubbock is well-positioned to further advance itself as the cultural hub as well. Cultural resources should not be limited to performance and exhibition, but also extend to education and outreach to all ages.

Constraints
Highways & Railroad Corridor
The Marsha Sharp Freeway, Interstate 27, and the BNSF rail line form visual and physical barriers at the eastern and northern edges of the Downtown Core. Although these corridors are physical constraints, they are to a certain degree advantages, in that they contribute to a tightly defined Downtown Core and help to concentrate revitalization energy.

Lack of Downtown Services & Amenities
The lack of downtown services such as a grocery store or drug store, and amenities such as parks, makes ‘downtown living’ a difficult sell to potential residents. A certain amount of capital investment, in the form of streetscape, parks or development incentives, will be needed in order to kick-start the revitalization process. Improving the public perception and physical spaces of the Downtown Core would be a huge advantage in the effort to bring people back downtown to live and play.

Redevelopment Costs
The high costs of bringing existing structures into compliance with current code – and possible environmental mitigation that may also be required – act as deterrents to reusing downtown stock. The alternative – demolition – also adds cost to infill projects. These additional costs make downtown an unattractive location for businesses seeking space, but that do not have a strong need to be downtown.

The existing electrical grid is also a constraint, with high relocation costs and a dual-provider system that does not give incentive to either company to fund relocation. The presence of both overhead and subsurface utilities in alleys precludes parcel consolidation.
Retail Pool
While the North Overton redevelopment has generated a great deal of positive energy that will improve the image of downtown, it also contains a large number of pad retail sites that will compete directly with the Downtown Core for tenants. The Downtown Core will need to promote itself as a destination, as a vital urban center, in order to draw tenants and patrons from the convenience of a suburban-style retail center.

Funding & Focus
The Consultant Team is confident that Lubbock will be able to assemble funding to begin the downtown revitalization process. It is critical, however, that early-stage projects be carefully selected for their catalytic potential; these projects should excite residents and show potential investors that the City is serious about the downtown revitalization effort. Catalytic projects should focus energy and dollars on the Downtown Core, rather than on adjacent or outlying areas.

The Consultant Team’s initial interviews and information gathering indicate that there is strong support for two projects in particular: a minor league baseball stadium, and an equestrian center. The location of such projects, however, is just as critical as the potential market, and should be very carefully assessed: either of these projects could be successful of its own accord, but still fail to contribute to downtown revitalization.
Opportunities and Constraints Map: General Study Area
CHAPTER 3: VISIONING

SECTION 1: COMMUNITY INPUT

Public Meeting #1

Project Introduction

The first Downtown Revitalization Action Plan public meeting was held in the Lubbock Memorial Civic Center on November 2, 2006, with approximately 350 people in attendance. The Consultant Team kicked off the meeting with introductions to the Team members and City participants, as well as identification of the key stakeholder groups providing input to the process. This introductory information also outlined project structure, broken into phases, and a timeline for those phases.

Following introductions, the Consultant Team presented the conclusions of Phase I analysis, as detailed in Chapter 2 of this document.

Break-out Groups

The second half of the meeting focussed on community interaction and input. The audience was broken into small groups of 6-10 people, and each group was asked to consider a series of ‘what if’ questions, listed on the next page.

Volunteer moderators, either members of the Consultant Team or City Staff, oversaw discussion at each table. The moderator’s role was to keep discussion moving, but also to challenge participants to develop or clarify their positions so that community feedback could be truly understood by the Consultant Team. The ‘what if’ questions were designed to spur conversation, and moderators were specifically instructed that it was not necessary to answer all the questions, as long as the discussion was useful and productive.

Each table was provided with large-scale maps of the Downtown Core, as well as markers and blank paper. After 40 minutes of break-out time, each group was ask to report back and identify their ‘top 3 big ideas’ to the larger assembly. A summary of the main themes emerging from the break-out discussion, as well as ‘raw notes’ of the table-by-table reporting, can be found in the Appendix of this document.
‘What-If’ Questions

What if…?

…Lubbock obtained funding for one major downtown project; what should it be?

- Streetscape beautification?
- public park?
- Civic Center renovation?
- minor league baseball?
- other?

…the Downtown Core became denser, with more and taller buildings?

…the Downtown Core increased its residential base?

- Where should development start?
- How high should the buildings be?
- What style should the buildings be?

…the Downtown Core wanted to attract more commercial tenants?

- Where should they be concentrated?
- Renovate existing buildings or demolish and build new?

What They Said

Architecture, Character & Land Use

There was general recognition of Downtown architecture as a very mixed bag; participants wanted to retain and enhance historic buildings, but were also very clear that some buildings were simply ‘old’, ‘unattractive’ or ‘lacking in character’ and should be removed and replaced. Opinion also weighed in on what those replacements should look like: a mix of density, mix of styles and materials, and above all, compatible with-and an enhancement to- the existing urban fabric. Participants also cited a number of Downtown uses and features they felt did not align with the vision of a healthy downtown, such as scrapyards, obviously dated buildings, and unsightly overhead utilities.
Public Realm
Break-out groups underlined a real desire for a pedestrian-friendly, beautiful downtown. They asked for amenities such as street lighting and benches, water features and public art, and the creation of more plazas, parks, green corridors and public spaces. Enhanced streetscape and restoration (or removal) of the brick streets also surfaced as common themes.

Residential
Public sentiment advocated a real mix of housing products downtown, in ownership (for-sale and for-rent), density (single-family, townhome and multi-family), and style (loft conversion, high rise, new construction). Respondents also noted a need to increase the number of people living downtown, as well as diversify the downtown demographic. Senior living and affordable housing were both mentioned as strong possibilities for Downtown.

Downtown Attractions
Small-group discussion showed a tremendous amount of enthusiasm for existing Downtown attractions--participants expressed a strong desire to build on and enhance the strengths of the existing Depot Entertainment District and Arts District, as well as a desire to develop additional ‘districts’ with unique personalities.

Desired additions to the Downtown scene centered around entertainment, dining and shopping. Suggestions included such venues as comedy clubs, karaoke bars, and a movie theater. Specifically mentioned in the dining category were coffee houses and ‘fine dining’, while community facilities such as a community center and farmers market were also noted. A preference for local businesses, instead of chains, was mentioned in relation to both dining and shopping.

Transportation, Parking & Wayfinding
Discussion of getting to and getting around Downtown showed that practical considerations also weighed into public opinion. Groups perceived a need for signage guiding visitors to the Downtown Core, as well as ‘gateway’ treatments once the visitor has arrived.

Groups also reported a need for better public transit connections between major attractions within the Core, as well as between the Core and Texas Tech.
Safety
Public comments in this area centered on adequate lighting and visible police presence. Participants remarked that more people and more activity Downtown would contribute to greater Downtown safety.

Economic Development
Meeting participants emphasized the need for a long-term strategy toward Downtown redevelopment. They asked for ways in which Downtown business owners could contribute to revitalization, particularly for innovative approaches to funding assistance. There was also a perception of certain policy barriers to Downtown redevelopment, and a feeling that local government should do more to work with potential development projects.

Catalytic Projects
Items on the public’s ‘wish list’ spanned from the small to the fantastic. A cross-section of these suggestions included:

- big park
- green belt
- indoor water park
- bike paths
- ballpark
- technology incubator space
- gateways
- water features
- wireless for all
- wine tasting rooms
- lofts
- street improvements
- heritage-based shopping area
- museums: children’s, science, art
- more lighting
- old locomotive display
- theaters
- community celebrations
- concert hall
- ice skating rink
- movie theater, IMAX
- boutique retail
- dinner theater
- equestrian area
- farmer’s market
- outlet mall
- cowboy culture event
- open air entertainment
Visual Preference Survey

How it Works
A Visual Preference Survey, or VPS, is a tool used to gather aesthetic 'knee-jerk' reactions. Respondents are asked to look at a number of photographs and note which ones they like, and which ones they don't. They do not have to give a reason for their preference. The consultant then analyzes respondent preferences to determine if there are any strong patterns of approval or disapproval.

The Consultant Team prepared three VPS boards for Public Meeting #1: one board of commercial & retail images, one board of residential architecture, and one board of streetscapes & open spaces. Each board displayed 12 images that covered a range of styles, materials, heights and scales.

Attendees were encouraged to evaluate the boards at their leisure, during the course of the public meeting. Green (like) and red (don't like) dot stickers were used to 'vote' for preferences during the public meeting. Up to 6 red and 6 green dots were allowed per person per board, and respondents could use more than one sticker per image if they felt strongly about that image.

The tallied results of red and green dots, as well as the boards themselves, are shown on the following pages.
Commercial

The Winners

Commercial tastes showed a definite preference for traditional architecture, in both style and materials. Two of the three most favored images exhibit brick, or a combination of brick and masonry.

Another important common denominator in the preferred images is the pedestrian scale of the buildings. Architectural detailing, streetscape landscaping and pedestrian amenities such as benches and decorative lighting seem to hold appeal, even overcoming the more ‘modern’ architecture and materials in the top picture.

The Losers

Although break-out groups noted a desire for a mix of both traditional and modern architecture, participants shied away from images of buildings that showed aggressively modern form, such as the top image, or a predominance of modern materials such as glass and block, as in the second image. Both of these images also illustrate a larger scale and mass that is not seen in existing Lubbock architecture.

The bottom image shows a smaller scale retail establishment in modern materials, but without the softening pedestrian and streetscape amenities that were favored in the ‘winner’ images.
Residential

The Winners

As seen in the commercial images, respondents preferred more traditional residential architecture. Given this marked preference, the Consultant Team was puzzled to see the popularity of the third picture, a decidedly contemporary housing product, but believe that respondents were reacting to the garden setting more than the architecture in this image. This preference for garden settings was also seen in the first picture, and is consistent with the enhanced streetscaping shown in the 'winner' commercial pictures.

The Losers

The consultant team was also surprised by the results of the residential 'losers'. Although the large scale and harsh paved environment of the first picture was expected to garner little support, the second picture, although new construction, exhibits a 'loft' aesthetic typical to reuse of existing building. Reuse of existing buildings, and 'loft' products were suggested by break-out groups as a good Downtown use. Considering respondents’ strong positive response to green spaces and landscaping, the immature streetscape may have contributed to these images' low scores.
The Winners

Green, green, green. Respondents overwhelmingly preferred lush, green spaces with lots of plantings. Water was also extremely popular, aligning with break-out groups’ request for water features.

The Losers

Spaces with a larger ratio of hardscape to softscape did not fare well in the exercises. The top picture of ‘the losers’ at right did not fare well at all, and was universally disliked. The bottom two images, however, although they gathered the second and third most ‘red dot’ votes, cannot be said to be unpopular—the second picture gathered the second most ‘no’ votes, but still gathered more ‘yes’ votes than ‘no’ votes. Likewise, the third picture also gathered an almost even split of positive and negative reactions.
Visual Preference Survey: Commercial & Retail
Visual Preference Survey: Residential
Visual Preference Survey: Streetscape & Open Space
SECTION 2: VISION

A Vision Statement is an important component of a revitalization plan. The Vision Statement clearly spells out, in the simplest terms possible, what a community wants. The Vision Statement identifies what they cherish, and what they want to change. It describes, without pressures of logistics, technical challenges, or funding, what they want their home to be.

The Vision Statement below, crafted with stakeholder, City, and public input, is the product of fieldwork, interviews, professional guidance and community feedback.

Vision Statement

**Lubbock 2020: The City**
Partnering to build a model community.

**Lubbock 2020: The Downtown Core**
Lubbock’s Downtown Core represents a true, sustainable urban center. Horizontally and vertically mixed uses cluster into activity centers across the urban grid, punctuated by green parks and public plazas that serve passive relaxation as well as community celebrations. These activity centers embrace their own identities, adding scale, detail and meaning to the urban story. A range of housing is available at all price-points, some clustered in a residential district and some scattered amongst other uses to provide the diversity found in a healthy downtown. Boutique stores and restaurants will complement the cultural, entertainment, civic, central business, and residential districts. Pedestrian-scaled, high-quality, well maintained streetscapes provide the essential walkable connective tissue between these centers. This pedestrian-oriented Downtown is complemented by efficient transit and appropriately-sized roadways.

In 2020, Downtown Lubbock will be celebrated for its vitality, experienced as part of the fabric of everyday life, and looked upon as a model of sustainability for residents and visitors alike.
SECTION 3: GOALS & OBJECTIVES

Knowing what a person wants, and knowing how to get it, are two very different propositions. With a clearly defined Vision, the next task in crafting a truly implementable revitalization plan is to map the steps needed to reach that vision. Goals and Objectives are the framework of the revitalization process are this map.

Goals are the targets to be met over the duration of the life of the plan. The life of the Downtown Revitalization Plan is approximately 15 years.

Objectives provide guidance on how to meet a goal; they are the component pieces of each goal.

This plan classes goals and objectives into five categories, as listed below:

- Land Use
- Economic Development
- Policy
- Urban Design
- Transportation and Utility Infrastructure
Land Use

Goal L1
Promote the continued development of existing districts and the emergence of new districts, within the Downtown Core.

Objectives
L1a Support the maturation and diversification of the Depot Entertainment District.
L1b Support the maturation of the Arts District.
L1c Promote synergy and collaboration between the existing Arts District and Civic Center facilities.
L1d Develop distinctive residential districts within the Downtown Core.
L1e Strengthen and promote the Central Business District (CBD).
L1f Strengthen and promote a true ‘government district’ around the city, county and federal uses within the Downtown Core.
L1g Provide attractive, efficient pedestrian and vehicular connections between districts within the Downtown Core.
**Goal L2**
Provide ample and varied public open space within the Downtown Core.

**Objectives**
- **L2a** Distribute open space throughout the Downtown Core.
- **L2b** Select new open space sites for appropriateness of site, rather than price or availability.
- **L2c** Size open space for proposed use patterns; spaces that are too small or too big do not get used.
- **L2d** Match open space design to adjacent land use(s).
- **L2e** Provide a variety of open space types: community park, urban plaza.
- **L2f** Provide flexible and multi-purpose open space.
- **L2g** Provide at least one space within the Downtown Core large enough to accommodate public gatherings and community events.
- **L2h** Focus the design of Downtown Core spaces on primarily civic or passive activities, such as farmer’s markets, walking, spots for reading and lunchtime breaks.
- **L2i** Focus active recreational activities, such as playing fields, on larger parks adjacent to the Downtown Core.
- **L2j** Design open spaces suitable for the Lubbock climate, in particular providing appropriate shade.

**Goal L3**
Reduce fragmentation of blocks caused by bi-directional alleys, and increase opportunities for aggregation of half- and whole-block parcels.

**Objectives**
- **L3a** Work with utility companies to consolidate and co-locate physical infrastructure located in alleys.
- **L3b** Work with utility companies to remove redundant or decommissioned infrastructure located in alleys.
- **L3c** Minimize the impact, particularly land fragmentation, of utility locations within Downtown Core blocks.
Goal L4
Increase and diversify the residential base within the Downtown Core.

Objectives
L4a Encourage medium- (7-14 DU/ac) to high- (15+ DU/ac) density residential development in multiple clusters or districts within the Downtown Core.
L4b Match open space with residential units, both in quantity and location. Link open spaces with an attractive pedestrian and trail network.
L4c Encourage a variety of product types and price points to accommodate a wide range of households.

Goal L5
Maximize flexibility in redevelopment options while protecting existing urban fabric and architecture.

Objectives
L5a Utilize zoning to demarcate desired redevelopment patterns: e.g., mixed use, special permit.
L5b File Design Historic Zone cases to protect existing buildings of architectural merit.
L5c Encourage mixed use development involving residential, retail and offices uses.
Economic Development

Goal E1
Increase and diversify dining, retail, entertainment, and cultural offerings within the Downtown Core.

Objectives
E1a Encourage local businesses to locate and expand within the Downtown Core.
E1a Ensure that the Downtown Core is included in regional economic development marketing efforts, to promote it as a competitive business location.
E1a Cluster new businesses around existing activity nodes and corridors to create areas of critical mass.
E1a Locate businesses to create complementary and synergistic groupings and to strengthen district identities.

Goal E2
Make the Downtown Core an active, lively, 24/7 local and regional destination.

Objectives
E2a Provide a mix of uses within the Downtown Core that promotes 24/7 activity.
E2b Provide attractions and services for a wide range of users: employees, residents, visitors, families, singles, art, cultural, entertainment, dining aficionados.
E2c Encourage community activities and events within the Downtown Core.
E2d Increase public safety with additional police and security.
Goal E3
Increase business and tourism levels to Lubbock and the Downtown Core.

Objectives
E3a Offer a variety of modern, attractive convention, entertainment, and visitor facilities that will draw from the City, the Region, and the Nation.
E3b Cluster synergistic facilities to enhance overall economic viability and diversity.
E3c Link facilities and facility clusters to enhance connectivity.
E3d Create coordinated initiatives among downtown organizations to locally, regionally and nationally market the venues, assets and events of Downtown Lubbock.

Goal E4
Increase and diversify the supply of private office space within the Downtown Core.

Objectives
E4a Identify and plan for sites to accommodate new office buildings within a defined district of the Downtown Core.
Policy

Goal P1
Provide the appropriate policies and regulations to attract and sustain investment in Downtown Lubbock.

Objectives
P1a Zone property appropriately to support the goals of the plan.
P1b Provide a clear and streamlined approval and entitlement process that attracts quality developers and development.

Goal P2
Provide appropriate organizational structure and marketing tools to attract and sustain investment in Downtown Lubbock.

Objectives
P2a Provide a cohesive leadership voice that advocates for public reinvestment, and in turn catalyzes private reinvestment, in the Downtown Core.
P2b Create a marketing plan and establish policy to promote Downtown as a competitive office space location.
P2c Identify and utilize public funding mechanisms that capitalize on value growth resulting from Downtown revitalization in order to lessen burdens on the existing city tax base.
Urban Design

Goal U1
Promote regional identity and local character.

Objectives
U1a Incorporate elements that speak to local identity and character throughout the public realm.
U1a Encourage design that draws from local identity and character within the private sector.
U1a Enhance existing and introduce new festivals and events that celebrate local history and character.
U1a Create and utilize a marketing ‘brand’ for Downtown Lubbock that emphasizes local history and character.

Goal U2
Promote sustainable, human-scaled, locally-appropriate urban form.

Objectives
U2a Provide zoning that supports urban infill development through such tools as flexibility of uses and reduced off-street parking requirements.
U2b Provide Design Guidelines that weight contribution to the overall desired urban form above individual project issues, and which promote a cohesive downtown aesthetic.
U2c Encourage creative architectural design that is compatible with adjacent buildings while also providing interest and variety within the Downtown Core.

Goal U3
Provide attractive, distinctive streetscapes within the Core.

Objectives
U3a Create a hierarchy of streets that supports the Lubbock image and corresponds to adjacent land uses, districts, edges and nodes within the Core.
U3a Provide streets that clearly accommodate the pedestrian.
U3b Prioritize streetscape maintenance and landscape care.
U3c Utilize a downtown materials palette for gateways and identifying elements in the landscape/streetscape that focuses on local materials.
Transportation and Utility Infrastructure

Goal T1
Prioritize pedestrian movements within the Downtown Core.

Objectives
T1a Provide consistent sidewalks and ADA-compliant ramps on all streets within the Downtown Core.
T1b Clearly demarcate crosswalks at all intersections.
T1c Provide clear, safe passage between parking areas and businesses.
T1d Provide clear signage and wayfinding.

Goal T2
Provide an adequate bicycle system for movement within and to/from the Downtown Core.

Objectives
T2a Create a city-wide comprehensive bike plan that includes bike lanes, routes and paths that connect outlying areas to the City’s Core.
T2b Provide bike lanes, routes and paths within the Downtown Core.
T2c Mandate appropriate bike racks and/or bike storage facilities for both public and private developments.

Goal T3
Provide an adequate transit system for movement within and to/from the Downtown Core.

Objectives
T3a Provide adequate amenities for transit riders, including maps, shelters, and kiosks with schedules
T3b Continue to examine and provide bus routes to best serve the Downtown Core and to provide easy transfer for riders going to/from the Core.
T3c Utilize local shuttles/routes to maximize ease of movement between the Downtown Core and Texas Tech.
T3d Provide transit for special events and targeted activities.
CHAPTER 4: DRAFT PLANS

Why 3 Plans? Which is the real plan?
This chapter presents three different plans for the future of Downtown Lubbock. None of these plans are the final plan—they are iterations, ways of testing different ideas for Downtown. The final plan, presented in the next chapter, will be a blending of all three plans, taking the best of each and incorporating community feedback. The plans share some elements, while others may be shown in only one or two of the plans. Common elements are also shown in different locations, and with different relationships between them, on the different plans.

SECTION 1: COMMUNITY INPUT

Public Meeting #2: Draft Alternatives
The Consultant Team returned to Lubbock on February 13, 2007, to present and gather public input on three alternative scenarios for Downtown redevelopment. As before, the Team started the meeting with a quick review of key participants in the process, then went directly into presentation of the plans. After outlining the common elements of the plans, and elaborating on the thinking behind each alternative, the Consultant Team asked attendees to break into small groups to discuss and debate.

Break-Out Groups
Volunteer moderators oversaw each group, in order to keep participants on task and draw out specific comments and questions. At the end of 30 minutes, each group was asked to identify what they felt were the top three catalytic projects for Downtown and to state what they liked and disliked about each scenario. A summary of predominant themes follows; ‘raw notes’ of the table-by-table reporting can be found in the appendix of this document.

The top catalytic projects identified, in no specific order, include a performing arts center, an upscale hotel, a multi-purpose arena, a movie theater, and residential development. There seemed to be a strong preference for locating the performing arts center and hotel in the Arts and Convention District with the arena and movie theater in the Depot Entertainment District. Most people favored a residential district in the southwest quadrant and sprinkled throughout downtown, but not in the northeast corner. People preferred Flex Tech near the railyards.
Many still supported a baseball stadium, but the public appeared split over whether the baseball stadium should be colocated with the arena due to parking concerns. While there was general support for a consolidated Government District, most break-out groups didn’t think it was worthwhile to move City Hall.

In general, the break-out groups wanted more green space and landscaping, bikeways and a pedestrian friendly streetscape that connects the Arts and Convention and Depot Entertainment Districts. Overall, people liked the proposed diagonal as it provided a more direct link between these two districts.

**Section 2: The Elements**

**Catalytic Projects**

Catalytic projects are the ‘wow’ projects that have an immediate impact on revitalization efforts, the projects that get people excited about the future and show investors the City is serious about redevelopment. These projects may be privately or publicly funded, and are often a combination of both.

The Consultant Team used information gathered during the analysis and visioning phases of the project, detailed in Chapters 2 and 3, to identify a number of catalytic projects which hold great potential for Downtown redevelopment. These projects appear in each of the three draft scenarios, and are discussed in the following text in no specific order.

**Civic Center Renovation/Expansion**

The Consultant Team has received a great deal of information regarding the existing Civic Center, some of it advocating a physical expansion (*Master Plan for the City of Lubbock Convention Center, Performing Art Theater and Sports Arena*, June 6, 2002), and some of it recommending renovation (LEAF report, March 5, 2007). This analysis does not preclude the possibility of future expansion, based on the City’s growth plans. The draft alternatives in this report look at both possibilities – renovation and expansion – while the final preferred option (see Chapter 5) concentrates on renovation with a designated area for expansion, should such a course be deemed desirable at some point in the future.
**Upscale Hotel**

The market analysis (please see Chapter 2 of this document) carried out by the Consultant Team indicated a strong market for upscale hospitality services, with the potential for up to three upscale hotels. Even with the North Overton hotel project moving forward, there will still be unmet demand that could be absorbed by a Downtown hotel. The obvious location for such a hotel is adjacent to the Civic Center, to capitalize on a ready convention market. The proximity of the Civic Center to the Central Business District offers an excellent opportunity for a hotel to serve both conventioneers and business travelers.

**Arena**

This facility would serve as a multi-purpose event facility, and would provide a venue for a wide variety of performances and events, ranging from one day to a week or more. Capacity would be approximately 7,500 seats. Possible events might include ice hockey, indoor soccer, arena football, ice shows, circuses and concerts. This new facility would replace the existing Municipal Coliseum on the Texas Tech campus. Specific considerations regarding the decommissioning of the Municipal Auditorium and Coliseum complex, including comparative cost of renovation versus new construction, are discussed in the report, *Final Report and Recommendations*, issued in March 2007 by the Lubbock Entertainment and Arts Task Force (LEAF).

**Performing Arts Center**

The Consultant Team heard a very strongly expressed desire for a performing arts venue, and feels that such a facility would be an excellent anchor in the emerging Arts District. This facility would likely be a 2,500- to 3,000-seat facility that could accommodate events such as touring Broadway shows, symphony performances, ballet, and similar productions. This new facility would replace the Municipal Auditorium – adjacent to the Municipal Coliseum on the Texas Tech campus – that is aging and would be difficult to upgrade to existing standards.

**Movie Theater/Retail Complex**

Market analysis also showed a strong unmet demand for a first-run movie theater inside the Loop 289. The proximity of Texas Tech to the Downtown Core offers particularly strong demographic support for such an entertainment complex. Easy, logical access from major roadways is a key consideration in locating the theater, and the Consultant Team feels that a cinema would align quite well with the current character of the Depot Entertainment District. A movie theater in the Depot Entertainment District pairs well with existing bar and eatery options, and could provide impetus for attracting further dining establishments.
Residential
Key to Downtown revitalization is getting more people Downtown – not just for employment and entertainment, but also to live. There is opportunity for a wide variety of residential products throughout the Downtown Core. It is important to be able to provide a variety of options for differing price-points and demographics, including retirement living and affordable housing. The Core has opportunities for a Residential District, as well as varied products spread throughout the area as part of mixed-use development.

Supporting Elements
Supporting elements may contribute to Downtown revitalization in many ways: by increasing tenancy and general on-the-street activity, creating a friendly, attractive pedestrian environment, enhancing Downtown character, solidifying existing and emerging ‘districts’, ‘beautifying’ the area, and just providing a reason for people to live, work and recreate Downtown.

Given these many functions they fulfill, supporting elements are just as important to successful redevelopment as large-scale ‘headliner’ projects. They are the mortar that fills the cracks between the bricks and makes the structure complete.

Parks
A dominant theme in both stakeholder interviews and public meetings was a need for parks and green space. Respondents spoke of both the aesthetic and psychological impact of parks, as well as the functional aspects of having a place to walk a dog, take children to play, or enjoy a lunch. Many also thought that connectivity between each park was an important goal. Public opinion underlined the importance of park and open space amenities in attracting residents to live in the Downtown Core.

Visitor’s Center
Lubbock’s own market and tourism research has shown a strong need for a visitor’s center. The best location for such a facility will offer easy access from major roadways for out-of-town visitors, high visibility for the same purpose, and ideally, a synergy with adjacent attractions. The draft alternatives that follow study three potential locations for the visitor’s center.
Enhanced Depot Entertainment District
Revitalization efforts in the Depot Entertainment District have been a tremendous success. The draft alternatives seek ways to build upon the positive energy and character already established in the District, and to continue this positive direction by encouraging uses that would attract additional activity and mass to the District.

Enhanced Arts District
The emerging Arts District has a strong anchor in the new Louise Hopkins Underwood Center for the Arts. Draft revitalization plans encourage further cultural development that aligns with the ambitious master planning efforts already undertaken by the Underwood Center. Key to this development is the creation of an Arts & Convention District, which seeks to combine the energy and attractions of the Civic Center and its convention facilities with existing and future arts projects in the same area, strengthening both sides of the arts and convention equation.

Retail
A large amount of previously unmet retail demand has been and will continue to be absorbed by the new North Overton Super Wal-Mart, and its adjacent pad site retail. There is, however, still opportunity for storefront retail expansion within the Downtown Core. For success, this retail must offer a different product than that found at large retailers: small boutique stores, local restaurants, unique offerings. The draft alternatives seek to group this retail together to create a critical mass, and to locate it to capitalize on the strengths of existing Downtown districts.

City Hall
Government buildings have long functioned, in many cities across the nation, as the architectural centerpiece of Downtown. The scale and classic style of such buildings set a tone that can impress visitors and inspire civic pride in residents. The existing City Hall is isolated from other Downtown government offices, which themselves are scattered throughout various buildings, thus missing the double opportunity for synergy between uses and for a civic ‘gateway’ to Downtown. As the City could benefit from centralizing its operations, the draft alternatives examine opportunities to relocate City Hall to a more prominent location.
Urban Education Campus
Educational uses are a Downtown resource, and an activator that brings a whole new demographic of users to the area. More people on the streets contribute to Downtown vibrancy, and provide additional market for Downtown retail and services. The draft alternatives look at opportunities for satellite classroom space for Lubbock’s major higher education institutions, as well as opportunities for vocational and adult training, both of which could include evening classes and thereby extend Downtown hours of activity.

Pedestrian/Vehicular Bridge
The Consultant Team looked at possible uses for the ‘triangle’ of land between the railroad tracks and I-27, in the northeastern quadrant of Downtown. Some of these uses are enhanced by, or only possible with the inclusion of, a combination pedestrian/vehicular bridge connecting the ‘triangle’ area to the central Downtown Core.

Flex Tech (Technology R&D, Test Manufacturing)
Flex Tech poses a number of opportunities for Downtown. It offers an alternate way, in addition to extension class space, for Texas Tech and other institutions to establish a Downtown presence. With the possibility of attracting outside employers interested in a Downtown research facility, Flex Tech may offer a means by which to retain a highly-educated, young demographic that typically leaves Lubbock as soon as their education is complete. Additionally, Flex Tech can serve as a good transition use, between highway and Core areas, or between higher and lower intensity uses.

Baseball Stadium/National Collegiate Hall of Fame
Lubbock is a strong contender for the National Collegiate Hall of Fame, which could be established in tandem with or independent of a baseball stadium. Both or either use would be a strong, and character-compatible use, in the Depot Entertainment District.

Land Bank
The land bank, seen in one of the draft alternatives, represents land that the City may wish to assemble in the early phases of development and hold in reserve for later large-scale development projects that could require a large, aggregated amount of land. The Consultant Team feels that the area specified in this plan could be acquired less expensively in the early stages of development, and would be a good ‘reserve’ area for large projects.
SECTION 3: THE ALTERNATIVES

Scenario 1: The Campus Plan

The Big Idea
This plan draws on existing synergy between programming in the Arts District and the Civic Center to create a single strong district, an arts campus, with Mac Davis Lane as its spine. A strong retail spine along Avenue J connects this new Arts & Convention District to the existing Depot Entertainment District, with a diagonal connection between Avenue J and Buddy Holly drawing attention to the particular placemaking qualities of the new corridor. A new movie theater and visitor’s center strengthen the Depot Entertainment District.

The Components

Arts & Convention District: The Campus

The Civic Center
The Civic Center expands to the north, creating a presence and street-defining facade on Mac Davis Lane. This configuration of exterior expansion avoids conflict with existing underground facilities running north-south through the Civic Center site.

The Arena
A new arena faces the existing Civic Center across Mac Davis Lane, with the facility’s formal entrance on Mac Davis Lane. This pairing, along with the new performing arts center, adds mass and focus to the Civic Center site and establishes Mac Davis Lane as the Arts and Convention Spine.

The Performing Arts Center
Continuing along the Arts & Convention spine, a new performing arts center occupies the Avenue L area north of Mac Davis Lane. Like the Civic Center expansion, this new facility is sited so as to avoid conflict with underground utilities. The new performing arts space creates an architectural counterpoint to the arena, and completes the triad of buildings around the new park on Mac Davis Lane.
Heritage Park
This park acts as the ‘front door’ for all three facilities described above, and provides a flexible outdoor space for formally organized events, such as performances and community festivals, as well as informal recreation. The park will have both planted and hardscape areas, and is large enough to accommodate multiple ‘stage’ areas for festivals.

The Underwood Center
Continuing the energy along Mac Davis Lane, the existing Underwood Center fortifies the eastern edge of the District, and connects the central Arts & Convention District to the Avenue J retail spine. Site and landscape enhancements to the Underwood Center, in tandem with similar improvements on the performing arts center site, mark these two facilities as the Avenue L Gateway to the Arts.
Map: Scenario 1
Upscale Hotel
A new upscale hotel locates on Avenue O and 7th Street on the western edge of the Arts and Convention District, allowing the facility to serve the Civic Center, arena, and performing arts center. The hotel will face onto Mac Davis Lane, helping to create an urban street wall along this district spine.

Parking
Early phases of Arts & Convention District improvements will rely upon surface parking around the facilities. Later phases will look to the possibility of structured parking behind the arena and the performing arts center, adjacent to the Marsha Sharp Freeway.

Avenue J: Retail Spine
With a narrower street cross-section and largely-intact pedestrian-scaled architecture, Avenue J offers excellent opportunity for pedestrian-oriented ground-floor retail. Although retail will occur throughout the Downtown Core, this street will be the focus for unique and specialized merchants. This roadway will feature enhanced streetscape and pedestrian-oriented amenities. Avenue J will also serve as a seam and visual transition between the Central Business (CBD) and Government Districts.

The Government District
Downtown Lubbock has the essential makings of a Government District, with the County Courthouse, the Mahon Federal Building, the historic Lubbock County Office Building, and the Citibus Transfer Plaza all clustered around the Broadway/Buddy Holly area. The missing piece in this district, however, is City Hall. As the City could benefit from centralizing its operations, this scenario looks to complete the Government District by constructing a new City Hall, and evaluating existing land uses within this district.
City Hall
The existing City Hall, isolated from other government offices and off the ‘main drag’ of Broadway, misses the double opportunity for synergy between uses and for a civic ‘gateway’ to Downtown. Moving City Hall to Broadway facilitates ‘one-stop’ shopping for official needs and business, and anchors the Government District as a gateway from the east.

The jail site meets both needs, whether the existing structure is renovated and retrofitted, or taken down and used as the site of a new building. Moving jail functions off-site is also an appropriate land-use decision, as the inmate processing or warehousing functions currently contemplated for the site do not contribute positively to Downtown vitality.

Open Space
The County Courthouse has a well-used park that acts as a fitting entry to the Courthouse. With minor modifications, this park could become a dual-entry park that addresses both Texas and Broadway, adding interest and civic support to Broadway.

The historic Old Post Office and Federal Building adds a wonderful architectural piece to the Government District, but its potential is somewhat downplayed by the adjacent surface parking occupying the all-important corner of Broadway and Buddy Holly. This parking will shift to a less front-of-house location, allowing this showpiece parcel to become open space that accents and enhances the adjacent buildings.

The Central Business District
Redevelopment in the CBD takes the form of intensification of the district – infill office buildings, aggressive recruitment of high-quality business tenants – rather than physical expansion of the district’s boundaries. The CBD will include ground-floor retail, as well as upper-level residential, in addition to traditional business interests. Downtown parking areas are easily accessible off of 13th, 10th and Main Streets at the edge of the CBD. These parking areas could transition from surface to a combination of surface and structured parking as Downtown space becomes more valued and sought-after.
The Depot Entertainment District

The Depot Entertainment District connects to the Avenue J retail spine via a new diagonal street reaching from 15th Street to 17th Street. The round-about at 17th Street creates an energy center within the Depot Entertainment District, with shops and restaurants extending north and south along Buddy Holly, and east and west along 17th Street. This 17th Street connection point was chosen to preserve existing healthy businesses and key buildings within the urban fabric as well as to encourage northward expansion of the existing retail cluster.

Movie Theater

Market analysis shows excellent potential for a movie theater, a use highly complementary to existing Depot Entertainment District businesses. The Buddy Holly/Avenue G block north of 17th Street houses this theater, with a main entrance addressing 17th street. This location allows easy access and visibility from I-27, with the potential to stack parking east of the theater and toward the outside edge of the District.

Visitor’s Center

The new visitor’s center occupies a highly-visible location just off of 19th and I-27, one of the main gateways to the Downtown Core. Sharing the block with the Buddy Holly Center, the new visitor’s center creates a Downtown gateway and adds critical mass to the already successful Depot Entertainment District.
Scenario 1: Proposed Depot Entertainment District

- Buddy Holly Center
- Visitor's Center
- Movie Theater
- 16th Street
- 17th Street
- 18th Street
- 19th Street
- Texas Avenue J
Residential

A variety of residential products will be located throughout the Downtown Core, as stand-alone developments and as integrated components of mixed-use projects. Residential offerings are envisioned as medium-to high-density development, and might include townhomes, lofts, and condominiums. Single-family detached units should not be included in this mix, given the higher-density, urban feel that is desired for Downtown redevelopment.

The Depot Entertainment District offers strong opportunity for mixed use development, with the potential to play off of and contribute to the district’s already established character. In addition, two other areas offer the opportunity to emerge as predominantly residential, rather than mixed-use, districts.

The southwest quadrant of the Core offers the best opportunity for a focused urban residential district. This area will include a neighborhood park, located on 16th Street to reinforce the street as a pedestrian spine and connector to the Depot Entertainment District.

The northeast portion of the Core, adjacent to the Arts & Convention District and backed by the railroad tracks, offers opportunity for artists’ residences and live-work spaces. This type of product lends itself well to re-use of existing non-traditional structures such as already exist in this section of the City. This residential cluster may also be expanded to include the northeast ‘triangle’ (the area between the BNSF tracks, the Marsha Sharp Freeway, and I-27) by bridging the railroad tracks at 8th Street. This bridge should be a multi-use vehicular and pedestrian bridge.

Additional residential may be constructed immediately east of I-27, adjacent to the fairgrounds. This location offers easy highway and Downtown access (via Broadway or the new rail bridge), as well as potential for recreational trail connections into Mackenzie Park.
Scenario 1: Proposed Residential District

City Hall

LISD
**Flex Tech District**

Flex Tech describes a wide range of potential uses including start-up businesses, research and development, and ultra light industries with small- to mid-size building footprints allowing flexible layout and use, primarily in one- to three-story buildings. These types of uses are appropriately located adjacent to I-27, recognizing the desirability of easy highway access, as well as the lower suitability of this area for many other uses.

**Land Bank**

The area directly south of the Depot Entertainment District, across 19th Street, has been designated as a land bank. This designation recognizes the desirability of assembling and reserving a multi-block area as a potential location for a large project beneficial to the Downtown Core. No specific use is envisioned for this area; rather, the underutilization of these blocks suggest it as an area that could be assembled with an eye to future large-project development.

**Transition Area**

The character of 19th Street and Avenue Q suggest the need for flexible planning that will allow a variety of uses along these corridors. Uses may include restaurants, service-oriented enterprises and even multi-family housing. This area also offers a way to accommodate auto-oriented uses, such as drive-thru banking, close to the Downtown Core. The primary characteristic of uses along these roadways is that they should be ‘good neighbors’ to the adjacent uses – primarily office and residential – within the Core itself. These transitional areas, while allowing a wider variety and possibly less dense uses, will still be required to adhere to design guidelines and signage code that applies within the Core, in order to present an attractive edge and ‘front door’ to the Downtown Core.
Additional Improvements

Vehicular Greenways

While this plan emphasizes a walkable, pedestrian environment, there is also value in beautification at the scale of the automobile. Certain streets bear an established history of primary vehicular thoroughfares, and the plan proposes specific streetscape improvements on these streets.

Broadway provides an excellent example of the impact that streetscape beautification can make. This type of enhancement program will be applied to other streets within and edging the Downtown Core.

On Avenue Q, one drive lane in each direction is removed to provide space for an enhanced pedestrian zone and a planted central median. The pedestrian zone is expanded to twice the existing dimension, increasing pedestrian safety and comfort, and encouraging walking along this roadway. The new pedestrian zone will include a planted tree lawn and a widened sidewalk. A planted center median is wide enough to support ornamental trees, and still allows for a turn lane at intersections.

Texas and Buddy Holly also provide opportunities for key vehicular greenways similar to those already realized along Broadway. Wide landscaped tree lawns and generous sidewalks flank both sides of the road, with on-street parking providing an additional measure of separation between pedestrians and traffic. The Buddy Holly section allows for an outdoor merchant zone – for café dining or merchandise display – behind the sidewalk.

Please see fold-outs on the following pages for sections of proposed greenway improvements.

Incorporating Texas Tech

Texas Tech is a tremendous asset to the Lubbock Community, and as such, any revitalization plan should strive to incorporate this community. This outreach effort will be more programmatic than physical, and more specific strategies to ‘welcome’ and draw students and faculty Downtown for recreation, entertainment, living and working will be examined in Chapter 6 of this document.
Section: Broadway
Section: Texas
Section: Buddy Holly
Scenario 2: The Bookend Plan

The Big Idea
Two government centers ‘bookend’ the Downtown Core and create civic gateways into the City. Retail clusters on two compact sections of Broadway and Buddy Holly. Two pedestrian-oriented greenways create north-south connection to the Core’s four quadrants and main attraction districts.

The Components

The Broadway Corridor

The Government Districts
Government services, including the County Courthouse, the Mahon Federal Building, the Citibus Transfer Plaza and the historic Post Office currently cluster around the Buddy Holly/Broadway area. Enhancements to the existing Courthouse plaza and streetscape improvements will ensure that this area addresses Broadway and marks a civic entrance to the Downtown Area. Reuse of the historic Lubbock County Office Building, preferably for civic purposes compatible with the Government District character, and enhancements of its grounds (currently used as parking) further solidify this area.

A second Government District is anchored by the existing City Hall building at 13th Street and Avenue Q. A new park bridges the distance between 13th Street and Broadway, and provides a formal entry statement to City offices from the west into the Downtown Core. A new civic building with dual entrances on Avenue Q and the new park adds critical mass necessary to define this new Government District.

Retail Cluster
Broadway has a lot of history in Lubbock, historically functioning as ‘church row’ as well as the center of retail and banking. There are a number of existing, stable non-retail uses toward the west end of Broadway, which suggest a concentrated retail node – rather than a retail spine – towards the central end.

Ground-floor retail will be concentrated between Texas and Avenue M, with a strong focus on ‘active’ uses – those tenants and enterprises which provide display windows on the street, encourage movement in and out of the buildings, and which provide a high level of visual penetration into the buildings themselves, and the services offered within. Uses which require client privacy will be discouraged at the ground level, but would be appropriate upper-floor tenants.
The Central Business District
Reinvestment in the CBD takes the form of intensification of the district – infill office buildings, aggressive recruitment of high-quality business tenants – rather than physical expansion of the district’s boundaries. The CBD will include ground-floor retail, as well as upper-level residential, in addition to traditional business interests. Downtown parking reservoirs, which could include structured parking as Downtown space becomes more valued and sought after, are easily accessible off of 13th Street.

The Greenway Connectors
Pedestrian-friendly greenways will create north-south connections between Broadway and the Downtown Core’s other activity centers. Avenue M, the western greenway, will link the new southwest Residential District (south of Broadway), and the combined Arts & Convention District (north of Broadway) to each other and to the Broadway spine. Buddy Holly, enhanced with a tree-lined parkway and consistent pedestrian improvements along its length, will serve as the eastern greenway, and will connect the new Arena District in the northeast quadrant, the existing Government District, a new urban campus, and the existing Depot Entertainment District.

The Arts & Convention District
Heritage Park
This plan centers on a new park terminating the eastern greenway and acting as a central green for arts and convention facilities. The park is flanked on three sides by the Civic Center, a new performing arts center, and the existing library. The fourth, eastern side remains open, fronting on Avenue L and also serving as a gateway for visitors entering from Marsha Sharp and Avenue L.

The Civic Center
The option includes a complete internal renovation of the Civic Center, with a relocation of the formal entry to the eastern façade, facing the new park. No external expansion is planned. The Civic Center and the new performing arts center share a limited amount of surface parking south of Mac Davis Lane, with the main parking reservoir directly across and north of Mac Davis Lane.
Map: Scenario 2
The Performing Arts Center
The new performing arts center will be a double-faced building, acting as a gateway to the District at Avenue L as well as facing onto Heritage Park.

Upscale Hotel
A new upscale hotel locates near the south-eastern edge of the Arts & Convention District, allowing the facility to serve both convention visitors and CBD business travelers. The hotel will face onto 8th Street, strengthening the connection between the Arts & Convention District and the Arena District. This location will also support the 8th and Texas visitor's center capture point for visitors entering from the north.

Visitor’s Center
A new visitor’s center occupies the corner of 8th Street and Texas Avenue. This location allows the Center to serve as a dual gateway to the Downtown Core, by capturing visitor traffic from the Texas/Marsha Sharp gateway, and to the Arts & Convention District, by marking the 8th Street entrance into the District.
The Arena District
A new arena occupies the northeastern quadrant of the Downtown Core, taking advantage of the ‘Highway Triangle’ (the area between the BNSF rail tracks and I-27) as a large parking reservoir. A combination pedestrian/vehicular bridge across the tracks at 8th Street is a key element of the arena project. The arena anchors the northern end of the Buddy Holly greenway.

The Urban Campus
An urban campus fills the area between Broadway and the Depot Entertainment District, capitalizing on transportation adjacency of both the Citibus Transfer Plaza and the 13th Avenue access to I-27. The campus could house satellite facilities for Lubbock’s major higher education institutions, particularly classes or internship programs that might benefit from synergy with the Central Business District. Other potential tenants for the campus include a new non-traditional institution, such as the University of Phoenix system, or associate and technical adult education classes. Any combination of these institutions would add extended day and evening activity adjacent to Broadway and the Depot Entertainment District. Evening classes may explore shared parking agreements between the campus and the adjacent Government District.

This location also allows for synergy between the campus demographic and Depot Entertainment District entertainment options. Proximity to the southwestern Residential District offers opportunity for student housing as an additional residential product.

The Depot Entertainment District
Movies and Baseball
The Depot Entertainment District gains critical mass and extended afternoon hours of activity through the addition of a movie theater and baseball stadium. The theater abuts and faces the Buddy Holly greenway. An AA baseball stadium locates just south of 19th Street, capitalizing on underutilized parcels offering the opportunity for assemblage of the multi-block area necessary for such a facility.
Scenario 2: Proposed Depot Entertainment District
Retail Cluster
Retail uses, focusing on urban entertainment and with the movie theater as an anchor, will cluster along a three-block section of Buddy Holly Avenue.

Residential
A variety of residential products will be located throughout the Downtown Core, as stand-alone developments and as integrated components of mixed-use projects. Residential offerings are envisioned as medium- to high-density development, and might include townhomes, lofts, and condominiums. Single-family units will not be included in this mix, given the higher-density, urban feel that is desired for Downtown redevelopment.

The southwest quadrant of the Core, within walking distance to the CBD employment Core, the urban campus, and the Depot Entertainment District, offers opportunity for a true urban living experience. This part of Downtown also offers the best opportunity for multi-block residential development, by a single developer or by multiple interests, and will include a neighborhood park serving as terminus of the Avenue M greenway.

The Depot Entertainment District offers additional residential opportunity. Residential development in this area could offer a unique feel playing off of and adding to the District’s already defined personality.

Transition Area
The character of 19th Street and Avenue Q suggest the need for flexible planning that will allow a variety of uses along these corridors. Uses may include restaurants, service-oriented enterprises and even multi-family housing. This area also offers a way to accommodate auto-oriented uses, such as drive-thru banking, proximate to the Downtown Core. The primary characteristic of uses along these roadways is that they should be ‘good neighbors’ to the adjacent uses – primarily office and residential – within the Core itself. These transitional areas, while allowing a wider variety and possibly less dense uses, will still be required to adhere to design guidelines and signage code that applies within the Core, in order to present an attractive edge and ‘front door’ to the Downtown Core.
Additional Improvements

Vehicular Greenways
While this plan emphasizes a walkable, pedestrian environment, there is also value in beautification at the scale of the automobile. Certain streets bear an established history of primary vehicular thoroughfares, and the plan proposes specific streetscape improvements on these streets.

Broadway provides an excellent example of the impact that streetscape beautification can make. This type of enhancement program will be applied to other streets within and edging the Downtown Core.

On Avenue Q, one drive lane in each direction is removed to provide space for an enhanced pedestrian zone and a planted central median. The pedestrian zone is expanded to twice the existing dimension, increasing pedestrian safety and comfort, and encouraging walking along this roadway. The new pedestrian zone will include a generous, planted tree lawn and a widened sidewalk. A planted center median is wide enough to support ornamental trees, and still allows for a turn lane at intersections.

Texas and Buddy Holly also provide opportunities for key vehicular greenways similar to those already realized along Broadway. Wide landscaped tree lawns and generous sidewalks flank both sides of the road, with on-street parking providing an additional measure of separation between pedestrians and traffic. Buddy Holly will be enhanced as a ‘Greenway Connector’, as described in the preceding text.

Incorporating Texas Tech
Texas Tech is a tremendous asset to the Lubbock Community, and as such, any revitalization plan should strive to incorporate this community. This outreach effort will be more programmatic than physical, and more specific strategies to ‘welcome’ and draw students and faculty Downtown for recreation, entertainment, living and working will be examined in Chapter 6 of this document.
Scenario 3: The Crossroads Plan

The Big Idea
A new eastern gateway presents a formal civic entry to Downtown, and directs visitors south into the Depot Entertainment District’s sports and entertainment attractions, or west into the heart of Downtown retail. An upscale hotel and new performing arts center create a similar formal entry to the north, welcoming visitors into the Arts & Convention District.

The Components

The Eastern Gateway: Government, Sports and Entertainment

The Entry Point
Visitors entering Downtown at 13th Street find a 100% corner with the visitor’s center to the north, and the arena complex to the south (described in further detail under the ‘Depot Entertainment District’ heading). This formal entry point is marked by gateway enhancements, such as signage and landscaping.

Visitor’s Center
This highly visible location ensures ease of finding the information one needs. The building occupies the southeastern corner of the Avenue F/Broadway intersection.

City Hall
Across the visitor’s center and emerging on Broadway, the new City Hall occupies the northeastern corner of the Avenue F/Broadway intersection. This location provides a formal, architectural statement for visitors entering Downtown on Broadway. A liner building housing additional civic uses on the next block west screens City Hall parking from the street, and ensures a consistent and attractive Broadway street edge.
Map: Scenario 3
Retail and the Central Business District
At the center of the Downtown Core is the Central Business District and a new retail district.

Business
Redevelopment in the CBD takes the form of intensification of the district – infill office buildings, aggressive recruitment of high-quality business tenants – rather than physical expansion of the district’s boundaries. The CBD will include ground-floor retail, and scattered upper-level residential, in addition to traditional business interests. Downtown parking reservoirs, which could include structured parking as Downtown space becomes more valued and sought-after, are easily accessible off of 13th Street and on the edge of the CBD.

Retail
Retail along Avenue K and Avenue J creates a Downtown shopping district that draws together the adjacent government, business and residential uses. A new movie theater at Avenue J and 16th Street anchors the retail, joining this district to the Depot Entertainment District.

The Urban Campus
The urban campus plays counterpoint to the Government District, offering the opportunity for an architectural statement at the western edge of the Downtown Core. As one of the potential land uses that could re-use the existing City Hall structure, the campus is also strategically placed to encourage and ease this transition. Potential tenants for the campus might include a new non-traditional institution, such as the University of Phoenix system, or associate and technical adult education classes. The campus would also offer an opportunity for satellite facilities for Lubbock’s major higher education institutions, particularly classes or internship programs that might benefit from synergy with the Central Business District.
The Depot Entertainment District

Offering a narrower cross-section and brick paving, 16th Street is chosen as an east-west focus for the Depot Entertainment District. The new 16th Street spine emphasizes pedestrian walkability, provides an easy connection between the Depot Entertainment District and the adjacent southwest Residential District, and focuses retail and restaurant activity within the district.

The Arena

The arena terminates the 16th Street pedestrian spine, and provides an iconic Downtown marker along the edge of I-27. The arena location also provides opportunity for shared parking between the primarily daytime uses of the adjacent Government District and evening arena programming.

The Baseball Stadium

Opposite the arena and also facing 16th Street, the new AA baseball stadium brings another major attraction to the Depot Entertainment District and creates a Downtown presence on I-27. The combination of stadium games and Depot Entertainment District eateries offers the opportunity to 'make a day of it' with a meal and a game.

Movie Theater

A new movie theater at Avenue J and 16th Street anchors the southern end of the retail cluster and acts as a gateway to the Depot Entertainment District.
Scenario 3: Proposed Depot Entertainment District
The Northern Gateway: Arts & Convention District

Entering the Downtown Core from Marsha Sharp, the visitor will see a string of attractions along Avenue K and the Avenue K/L split, reinforcing the gateway concept. Attractions along this corridor will include the Underwood Center for the Arts, a new upscale hotel, the new performing arts center, and a revitalized Library Park.

Underwood Center for the Arts

The Underwood Center’s current campus master plan includes a green space at the triangular parcel adjacent to the Avenue K/Mac Davis Lane intersection. This space will serve a double purpose of marking entry into Downtown and enhancing views to the Underwood Center itself.

Upscale Hotel

A new upscale hotel across this intersection directs attention towards the convention side of the District, and places out-of-town visitors within walking distance of both the Civic Center and cultural attractions such as the Underwood Center and the performing arts center.

The Performing Arts Center

The new performing arts center is the next attraction along this northern gateway spine. Placing the performing arts center to the east of the Civic Center also helps to knit the existing Arts District and Civic Center area into a single district.

The Library and Library Park

The library remains in its existing location, but benefits from park renovations to become a ‘building in a park.’ A sculpture walk is installed along the park’s eastern edge and opposite the new performing arts center on the east side of Avenue L. The library park can accommodate smaller neighborhood and community gatherings, but does not serve as a large festival space, as do the parks in Scenarios One and Two.

The Civic Center

The Civic Center expands to the north of its existing facility, avoiding the underground utility easement running north-south through the site’s center. This scenario shows a two-part expansion, as suggested in the existing master plan for the Civic Center and Performing Arts Area.
**Flex Tech District**

The northeast quadrant of the Downtown Core offers direct highway access from the Marsha Sharp freeway and is an attractive site for Flex Tech uses. This site allows an aggregation of land along and across the rail line for interests that may desire a ‘campus’ setting. The ‘highway triangle’ area would require a bridge across the railroad tracks, and special consideration of access needs. Uses here would include start-up businesses, research and development, and ultra light industries with small- to mid-size building footprints allowing flexible layout and use, primarily in tall one- to three-story buildings.
Residential

A variety of residential products will be located throughout the Downtown Core, as stand-alone developments and as integrated components of mixed-use projects. Residential offerings are envisioned as medium-to high-density development, and might include townhomes, lofts, condominiums. Traditional single-family detached units will not be included in this mix, given the higher-density, urban feel that is desired for Downtown redevelopment.

The southwest quadrant of the Core, within walking distance to the CBD employment Core, the urban campus, and the Depot Entertainment District, offers opportunity for a true urban living experience. This part of Downtown also offers the best opportunity for multi-block residential development, by a single developer or by multiple interests, and will include a neighborhood park as an essential amenity.

The Depot Entertainment District offers additional residential opportunity. Residential development in this area could offer a unique feel playing off of and adding to the District’s already defined personality.

Transition Area

The character of 19th Street and Avenue Q suggest the need for flexible planning that will allow a variety of uses along these corridors. Uses may include restaurants, service-oriented enterprises and even multi-family housing. This area also offers a way to accommodate auto-oriented uses, such as drive-thru banking, proximate to the Downtown Core. The primary characteristic of uses along these roadways is that they should be ‘good neighbors’ to the adjacent uses – primarily office and residential – within the Core itself. These transitional areas, while allowing a wider variety and possibly less dense uses, will still be required to adhere to design guidelines and signage code that applies within the Core, in order to present an attractive edge and ‘front door’ to the Downtown Core.
Additional Improvements

Vehicular Greenways

While this plan emphasizes a walkable, pedestrian environment, there is also value in beautification at the scale of the automobile. Certain streets bear an established history of primary vehicular thoroughfares, and the plan proposes specific streetscape improvements on these streets.

Broadway provides an excellent example of the impact that streetscape beautification can make. This type of enhancement program will be applied to other streets within and edging the Downtown Core.

On Avenue Q, one drive lane in each direction is removed to provide space for an enhanced pedestrian zone and a planted central median. The pedestrian zone is expanded to twice the existing dimension, increasing pedestrian safety and comfort, and encouraging walking along this roadway. The new pedestrian zone will include a planted tree lawn and a widened sidewalk. A planted center median is wide enough to support ornamental trees, and still allows for a turn lane at intersections.

Texas and Buddy Holly also provide opportunities for key vehicular greenways similar to those already realized along Broadway. Wide landscaped tree lawns and generous sidewalks flank both sides of the road, with on-street parking providing an additional measure of separation between pedestrians and traffic. The Buddy Holly section allows for an outdoor merchant zone – for café dining or merchandise display – behind the sidewalk.

Please see fold-outs on the following pages for sections of proposed greenway improvements.

Incorporating Texas Tech

Texas Tech is a tremendous asset to the Lubbock Community, and as such, any revitalization plan should strive to incorporate this community. This outreach effort will be more programmatic than physical, and more specific strategies to ‘welcome’ and draw students and faculty Downtown for recreation, entertainment, living and working will be examined in Chapter 6 of this document.
SPREADSHEET: Plan Comparison
CHAPTER 5: PREFERRED PLAN

This chapter presents a single, preferred plan, which evolved from the three alternative plans presented in the previous chapter. This final plan, advanced to a refined level than previous options, has both physical and policy-based elements. Physical placement of plan elements are detailed in this chapter, while policy and implementation plans may be found in Chapter 6.

SECTION 1: COMMUNITY INPUT

Public Meeting #3: The Preferred Plan

The Consultant Team presented the Preferred Plan to the public on April 3, 2007. After outlining the elements of the plan, the Consultant Team asked attendees to break into small groups to identify what they liked the most and what they liked the least. In addition, the break-out groups were asked to consider what themes and slogans Lubbock should use to market downtown. A summary of the break-out groups’ likes and dislikes follows; ‘raw notes’ of the table-by-table reporting can be found in the appendix of this document.

Break-Out Groups

Overall, the break-out groups responded positively to the Preferred Plan and said the right elements were in the right places. In particular, people liked the Avenue J retail corridor, the movie theater, performing arts center, and expanded civic center. People also liked the idea of adding parking garages downtown, but many felt that the additional parking was too peripheral and a lack of parking still existed.

The majority of the break-out groups disliked the baseball stadium and while some questioned the feasibility of the arena as well, most of the break-out groups favored a multi-purpose arena located in the Depot Entertainment District. Some also felt a hotel would be a good fit in the Depot Entertainment District.
Many of the respondents desired more green space and enhanced connections between districts. Several liked the diagonal previously depicted in scenario 1, and included in the Preferred Plan, as a means to enhance district connectivity. At the end of the meeting, however, the City was notified of an individual’s plans to redevelop the old Coca Cola bottling facility on Texas between 16th and 17th streets. The proposed redevelopment would include a winery and event space, a perfect complement to the existing and desired uses in the Depot Entertainment District. Because the City didn’t want to preclude this particular private sector initiative, it asked the Consultant Team to reconsider the diagonal road that would require demolition of the bottling plant.

As a direct result of the winery proposal and input from the break-out groups, the Preferred Plan was revised and is presented on the pages that follow.

**SECTION 2: THE DISTRICTS**

The Preferred Plan breaks the Downtown area into 7 broad land-use districts. This Chapter discusses the intent for each district and identifies the catalytic projects, key buildings / projects that are existing and on the board, and supporting elements.

The seven districts are as follows:

- Arts & Convention District
- Central Business District
- Depot Entertainment District
- Residential District
- Gateway Retail District
- Transition District
- Destination Retail District
Preferred Plan


Arts & Convention District

Intent
The Arts and Convention District uses two strong, existing attractions — the Civic Center and the Underwood Center for the Arts — as the anchors for a cultural district. Mac Davis Lane forms the vehicular and pedestrian spine of the district, while a new park between the Civic Center and Performing Arts Center provides a focal point within the district. Avenue M will be re-opened through the Civic Center complex to serve as a secondary spine connecting the Central Business District to the new Arts & Convention District.

Proposed Catalytic Projects

Heritage Park
A number of the district’s attractions cluster around a new park, which provides an organizing element to the district. This park will be a large, flexible-use outdoor space that can be used for community events as well as outdoor performances. The space will offer both hardscape and landscape areas.

Performing Arts Center
A new performing arts center will provide space for a variety of cultural activities. This facility will serve as the north anchor of the district. Comparable cities have built such facilities that range in size from 2,500 - 3,000 seats; the appropriate size for Lubbock’s facility will be determined by more detailed market analysis during the initial design process. The performing arts center would extend the ‘active hours’ of Downtown by bringing large evening and weekend audiences into the Downtown Core. The performing arts center will host a variety of cultural events, such as touring Broadway productions, symphony and dance performances.

The performing arts center will occupy the northern portion of Heritage Park, with the main entrance and drop off facing the corner of Mac Davis and Avenue K. Back-of-house activities, such as loading and unloading for shows, will take place at the facility’s south face, with appropriate landscape screening from the park.
Civic Center Renovation & Expansion

Both renovation and expansion of the existing Civic Center have been discussed during the course of this study. The Preferred Plan addresses both options, recommending an earlier-phase renovation, and designating an area for future expansion, should such capital construction be desired in the future.

Renovation of the existing facility will allow the Civic Center to update technological resources, respond to changing convention styles (such as more, smaller meeting rooms), and to create a competitive presence in the convention and event market.

If additional space becomes necessary, the Civic Center will be expanded northward toward Mac Davis Lane. This location avoids the utility easement running north-south through the Civic Center site, and, along with other improvements on Mac Davis, contributes to an urban street edge and pedestrian-scaled cross-section.

Existing / On-the-Board Projects

Louise Hopkins Underwood Center for the Arts
The existing Underwood Center for the Arts, located northeast of Avenue K and Mac Davis Lane, anchors the eastern Arts and Convention District. The privately funded center supports local and regional artists and offers below-cost studio, exhibit, rehearsal and performance space.

Mahon Library
The city-owned Mahon Library is an existing cultural amenity in northern downtown. Renovation plans are underway to update this early 1970’s facility. Plans call for a new, independent HVAC system for the library (which currently ties into the Civic Center system), ADA-related enhancements, and other technological upgrades that will allow the library to keep pace with new media and means of information delivery and access.

Proposed Supporting Elements

Upscale Hotel
Market analysis indicates an opportunity for an upscale hotel, which the Preferred Plan locates in the Arts Convention District to be within walking distance of multiple visitor attractions. The hotel will occupy the northwestern corner of Mac Davis and Avenue L. This corner — with a signature-architecture hotel, the performing arts center, and the Underwood Center for the Arts — will function as a gateway to the district, both functionally and architecturally.
Parking Garages
The Preferred Plan includes three parking garages in the Arts and Convention District. The Civic Center renovation & expansion will include a dedicated parking structure north of Mac Davis, near the Marsha Sharp Freeway. This location minimizes the visual impact of the parking structure upon the Mac Davis streetscape. A pedestrian promenade with enhanced plantings and paving materials will connect the parking structure to the Civic Center. Another parking garage located near the freeway will serve hotel guests, while a third structure along Avenue K will provide parking for patrons of the performing arts center.

The parking structures will come on line when other capital projects, such as the performing arts center and/or the Civic Center expansion, have filled in existing surface parking lots and create a need for a structured parking solution.

Arts-related Offices
Like the Civic Center expansion, this row of flexible-use offices will help to create a pedestrian-scaled street wall along the district’s main spine, Mac Davis Lane. Although appropriate for occupancy by any business or retail interest providing transparency and interest on the first-floor level, these offices would be a particularly attractive location for arts-related businesses, or for administrative functions of the adjacent Civic Center, performing arts center, or any groups — such as a musical or dance company.

Glenna Goodacre Extension
The enhanced streetscape seen in North Overton along Glenna Goodacre will be carried across Avenue Q to the ceremonial entrance of the Civic Center. This extension will serve to better link Downtown with adjacent residential development, as well as create a streetscape treatment that announces and enhances the Civic Center. The existing curving 7th/8th Street couplet, which terminates off-center with the Civic Center entrance, will be re-aligned to a rectilinear street grid in order to meet the entrance directly.

Avenue L Re-alignment & Avenue K Directionality
Avenue L at the library will be realigned with the rectilinear street grid. This realignment allows for the relocation of existing library parking from the west to the east side of the library. Additionally, this realignment enhances the visual prominence of the library, which will become the northern terminus of Avenue L. Avenue K will be returned to two-way traffic along its entire length, in order to support the removal of this Avenue K/Avenue L couplet.
Central Business District

Intent
The CBD offers considerable opportunities for infill development, particularly as surface parking lots are converted to more intensive uses. This conversion will be market-driven, primarily privately-funded, and closely linked to the overall success of Downtown revitalization efforts. The elimination of Broadway-facing surface parking is of particular importance, in order to restore an urban street wall and pedestrian feel to Downtown. CBD redevelopment will also seek to restore Broadway’s historic role as Downtown’s central spine for shopping and commerce.

Proposed Catalytic Projects

Flex Office Project
This project aggregates two blocks in order to create a downtown business campus. This campus will provide new office space, on-site structured parking and an outdoor park/plaza space. The office space may be occupied by multiple users, or by a single user, such as a corporate headquarters.

Existing / On-the-Board Projects

Pioneer Hotel Condos
The 11-story Pioneer Hotel, originally built as the Hotel Lubbock in 1926 and 1929, is being renovated as a residential mixed-use project. The renovation will include office on the second and third floors, with luxury condominiums above. The project will also restore the hotel’s ballroom to its original historic condition, and bring a much-needed pool of residential units into the Core.
Proposed Supporting Elements

Boutique Retail Corridor

While a large amount of previously unmet retail demand has been absorbed by the new North Overton Wal-Mart and adjacent pad retail sites, additional opportunity does exist for unique, boutique-type retail interests within the Downtown Core. These businesses must offer something that the shopper cannot find at the big box and pad retail — different experience, different products.

Avenue J will be the new Downtown retail spine, with ground-floor retail renovating and occupying the existing pedestrian-scale building stock along that corridor. This central location knits together five of the Downtown districts, and forms an attractive, active ‘barbell’-type connection between the two entertainment districts. A rubber-tired trolley or connector shuttle service along this route will enhance retail exposure and provide a much-needed connection between the Arts & Convention and Depot Entertainment Districts.

East Broadway Redevelopment

The eastern end of Broadway is an important gateway into Downtown, but is currently dominated by the existing County Jail. The mass and windowless exterior facade of this building do little to create a pedestrian-friendly environment. Although current plans call for building reuse, should redevelopment opportunities arise in the future, careful attention should be paid to street-level enhancements of a new or renovated building. This plan would also recommend a reopening of Avenue G, in order to restore connectivity within this area of Downtown, should large-scale redevelopment occur.

Historic Resources

The intersection of Broadway and Buddy Holly has been identified as an important crossroads. The northeastern block is home to the decorative and architecturally significant Post Office and Federal Building, as well as the historic Lubbock County Jail. Every effort should be made to find appropriate, long-term tenants for these buildings. Uses which would invite the public inside to appreciate the building would be particularly advantageous, to showcase the City’s rich historic resources.

These two buildings would also benefit from ‘greening’ enhancements to the parcel between them, currently used as a surface parking lot.
Depot Entertainment District

INTENT
The Depot Entertainment District is already Downtown Lubbock’s entertainment spot. The Preferred Plan seeks to support and enhance the strides that have already been taken in this part of Downtown. The Plan looks to increase and diversify the district’s offerings to appeal to a broader audience, while also extending the area’s active hours. Sixteenth Street will couple with Buddy Holly to be the District’s main east-west and north-south spines, focusing attractions along these two roadways.

PROPOSED CATALYTIC PROJECTS

Movie Theater
Market analysis shows unmet demand for a first-run movie theater. This 4-6 screen theater will occupy the southeast corner of Buddy Holly and 16th. Patron parking will be in the arena parking structure, or dispersed throughout the district during an arena event.

Festival Park
This new two-block park creates a focal point and public amenity within the district, and can be used for informal events as well as larger street and entertainment festivals. The park will retain the existing, open-roofed Needles Building (see Existing / On-the-Board Projects) on the corner of Buddy Holly and 15th Street for use as a park pavilion or restaurant. The park is bisected by Texas Avenue, which will have special paving enhancements for this one-block length and can be closed for festivals and events.

Arena
This multi-purpose event facility will seat approximately 7,500, and will be designed to host a variety of events, ranging from indoor soccer and football, to ice shows and concert tours. The arena will serve as an important Depot Entertainment District anchor, and will act as the terminus of the 16th Street spine. An attached parking structure provides parking for arena events, and will be available for general public parking for the Depot Entertainment District.

Collegiate Hall of Fame
This facility represents a natural neighbor to the arena. The Hall of Fame will be just north of the Visitors’ Center (see Existing / On-the-Board Projects) on Crickets, adding critical mass to this section of the Depot Entertainment District.
Depot Entertainment District Sketch
Existing / On-the-Board Projects

Needles Building
The historic Needles Building previously housed a gas station.

Cactus Theater
The existing privately-owned Cactus Theater on Buddy Holly hosts plays, musicals and concerts focusing on West Texas Music. The Cactus Theater was built in 1938 as a B-run movie house. It closed in 1957 and was restored in 1994 as a concert and theatrical venue in the Depot Entertainment District. It serves as a cornerstone and major stabilizing factor for the district. Productions at the Cactus attract between 400 and 1,600 patrons weekly to the district and serve as a showcase for the rich pool of West Texas talent.

Buddy Holly Center
The existing Buddy Holly Center on Crickets and 19th Street exhibits fine art and Texas music memorabilia, including a Buddy Holly gallery.

Visitors’ Center
The Visitors’ Center is an on-the-board project that will act as an attraction and orientation point for Lubbock and the Depot Entertainment District. The Visitors’ Center will be adjacent to 19th Street, an important gateway into Downtown, off of I-27.

McPherson Cellars Winery and Event Center
The historic Coca-Cola Bottling Plant/B&M Vending Buildings on Texas Avenue between 16th and 17th Streets are currently under renovation to become a winery and event center.

Proposed Supporting Elements

Walk of Fame
Relocation of the Walk of Fame, currently located along the 7th/8th Street couplet at Avenue Q, to 16th Street will create synergy between Lubbock’s known luminaries, and the soon-to-be stars performing within the Depot District. The Walk of Fame will be moved concurrent with the 7th/8th Street realignment, as described in the Arts & Convention District section.
Boutique Hotel

Boutique hotels are often described as small, quirky, or unique; these hotels normally provide a very high level of accommodations and attention, differentiating themselves from chain hotels by providing personalized service, and ‘hip’ or themed décor. Historic buildings of all sorts have been renovated into boutique hotels.

A boutique hotel would be an excellent fit for the Depot Entertainment District. The Preferred Plan identifies the corner of Buddy Holly and 16th Street, across from the movie theater, as a location for a boutique hotel. Alternate locations could also be considered.

Residential District

Intent

A variety of residential products will be spread throughout the Downtown Core, with the southwestern quadrant of the Core identified as the best opportunity for large-scale residential projects.

Fifteenth Street will act as a spine providing a connection into the Core from areas west; this street provides direct access from Texas Tech to the neighborhood, crossing both Avenue Q and University at signalized intersections. This direct relationship offers an opportunity to diversify the Downtown residential demographic with off-campus student housing within the Core.

The Preferred Plan anticipates a variety of for-sale and for-rent products that may include townhomes, stacked flats, lofts, and apartments. Traditional freestanding single-family detached residential is not appropriate for the Downtown Core.

Proposed Catalytic Projects

Mixed Use Residential / Retail

Mixed-use residential describes projects in which different types of uses, typically retail or service and residential occupy the same building; these commercial uses will typically occupy all or part of the ground floor, with apartment, loft or condos above. This type of development is appropriate throughout the Residential District, but is most likely to occur on the eastern edge of the district to build on the energy of the Depot Entertainment District and the Avenue J retail corridor. Mixed-use retail, particularly cafes and similar outdoor-focused enterprises, may also locate around the new neighborhood park.
Residential District Sketch
Existing / On-the-Board Projects
There are no existing buildings or on-the-board projects in the southwest corner of downtown significant to the creation of an urban residential community.

Proposed Supporting Elements

Neighborhood Park
A new, one-block park will act as a focal point for the neighborhood, providing an amenity and informal gathering space. This park will have a more intimate, neighborly feel than the large festival park just a few blocks east. The neighborhood park will face onto the 15th Street spine, and will include both hardscape and planted areas.

Gateway Retail District

Intent
The Gateway Retail District acknowledges existing development at the Avenue Q interface of the Downtown Core, North Overton, and the Marsha Sharp Freeway. This area is meant to provide a location for big-box, large-scale retail uses that would not be appropriate within the Core, either due to type of business or space required.

Proposed Catalytic Projects
No projects within this district are identified as catalytic.

Existing / On-the-Board Projects

Wal-Mart and Pad Retail
The new Super Wal-Mart and adjacent pad retail development in North Overton has captured much of the retail demand in the downtown vicinity, offering groceries, clothes, and various household goods.

Proposed Supporting Elements

Gateway Retail
Pedestrian-scaled retail shops along MacDavis Lane east of Avenue Q will draw energy from Wal-Mart and surrounding stores further west to the Downtown Core.
Destination District

INTENT
The Destination Retail District seeks to actively incorporate an underutilized section of the Core into Downtown life by attracting big- and/or mid-box retailers into this area. These retail uses may also mix with light industrial, technology research and development, or business campus activities, depending upon market interest.

Due to this area’s limited vehicular access, further investment in roadway reconfiguration would likely be necessary to create successful retail traffic. A pedestrian and/or vehicular bridge across the railroad might be appropriate at a later time, depending on uses.

The Preferred Plan recommends that the City adopt appropriate zoning and policy that would permit the described uses in this area.

PROPOSED CATALYTIC PROJECTS
No projects within this district are identified as catalytic.

EXISTING / ON-THE-BOARD PROJECTS
There are no existing buildings or on-the-board projects in the northeast corner of downtown significant to the creation of a retail node.

PROPOSED SUPPORTING ELEMENTS
Appropriate entitlements and public policy, as described above, are required to support investment in this district.
Transition District

Intent
The Transition District represents a difficult-to-utilize edge of the Downtown Core. High traffic volumes on Avenue Q and 19th Street make this area unsuitable for many of the other uses within the Core. The designation of a transition area acknowledges the need for some of the services adjacent to Downtown, while also allowing that these uses may gradually change as Core revitalization proceeds. Restaurants, service-oriented enterprises, multi-family housing and auto-oriented uses such as drive-through banking are all possible uses within this area.

Although a variety of uses will be permitted in this district, they must all be ‘good neighbors’ to adjacent uses (primarily commercial and residential). The Transition District will be subject to the same design standards and signage code as the rest of the Downtown Core, in order to ensure an attractive ‘front door’ to Downtown.

Proposed Catalytic Projects
No projects within this district are identified as catalytic.

Existing / On-the-Board Projects
Alderson Auto Group
This long-time Downtown business has acquired additional property at 18th Street and Avenue M. Construction of a new auto showroom and additional service areas are underway.

Proposed Supporting Elements
No supporting elements are proposed in the Transition District.
Section 3: Streetscape Typology

Intent
The Preferred Plan will enhance the existing streetscape downtown by balancing the needs of pedestrians, bicyclists, transit users, and motorists.

Streets for People
The Streets for People program will emphasize the importance of Mac Davis Lane, Broadway, 15th, and 16th Streets as key east-west pedestrian corridors, with Avenue J and Buddy Holly providing north-south walkability.

Mac Davis Lane
Mac Davis Lane will be the focus of streetscape improvements in the Arts and Convention District. Improvements will focus on creating a pedestrian scale, as well as providing seasonal accents, such as plantings or banners, that can also be used to mark changing cultural events.

Broadway
Streetscape enhancements have already created an attractive, pedestrian zone along several blocks of Broadway. The Preferred Plan recommends that these enhancements be carried through the entire length of the Downtown Core, from Avenue Q to the I-27 underpass.

16th Street
The Depot Entertainment District’s 16th Street spine will be a pedestrian-focused, four-season environment. The spine will include special paving enhancements along its length, from Festival Park to the arena, and will draw the park’s design elements into the surrounding streetscape.

15th Street
A section of 15th Street from Avenue J to Buddy Holly will be enhanced to better link the Residential District to the Depot Entertainment District. Similar to 16th Street, streetscape improvements will include special paving enhancements that ties into Festival Park.
Avenue J
As the primary retail corridor downtown, Avenue J will include a variety of streetscape elements that will create a unique, main street feel. Pedestrian lighting, benches, and landscaping are among the features that will promote street level activity and business vitality.

Buddy Holly
Buddy Holly Avenue will be the primary north-south pedestrian street in the Depot Entertainment District. Streetscape improvements will include landscaping between the sidewalk and parking lanes to create a buffer between pedestrians and vehicular traffic and to enhance the pedestrian scale of the wide right-of-way.

Vehicular Greenways
While this plan emphasizes a walkable, pedestrian environment, there is also value in beautification at the scale of the automobile. Certain streets bear an established history of primary vehicular thoroughfares, and the plan proposes specific streetscape improvements on these streets.

Broadway provides an excellent example of the impact that streetscape beautification can make. This type of enhancement program will be applied to other streets within and edging the Downtown Core.

On Avenue Q, one drive lane in each direction is removed to provide space for an enhanced pedestrian zone and a planted central median. The pedestrian zone is expanded to twice the existing dimension, increasing pedestrian safety and comfort, and encouraging walking along this roadway. The new pedestrian zone will include a planted tree lawn and a widened sidewalk. A planted center median is wide enough to support ornamental trees, and still allows for a turn lane at intersections.

Texas and Buddy Holly also provide opportunities for key vehicular greenways similar to those already realized along Broadway. Wide landscaped tree lawns and generous sidewalks flank both sides of the road, with on-street parking providing an additional measure of separation between pedestrians and traffic. The Buddy Holly section allows for an outdoor merchant zone – for café dining or merchandise display – behind the sidewalk.
Texas Ave: Existing Conditions

Texas Ave: Proposed Conditions
Ave Q: Existing Conditions

Ave Q: Proposed Conditions
Buddy Holly Ave: Existing Conditions

Buddy Holly Ave: Proposed Conditions
Broadway: Existing Conditions (already enhanced)
Brick Streets

Brick streets add character to downtown and the Preferred Plan recommends that the City continue to maintain some of its existing brick streets while adding brick to a few key areas to lend special emphasis to downtown's activity nodes.

Paving primary spines with brick marks the heart of and defines a district, aiding visitors and residents in orientation and wayfinding. As the main thoroughfare and central east-west spine, as well as the recipient of previous and future streetscape improvements, Broadway is a natural choice for brick paving. Existing brick paving on Main Street should be replaced with asphalt to lend more attention and emphasis to Broadway.

Existing brick paving on most of Avenue J emphasizes its function as a central retail corridor and marks the street as a special connector between the Depot Entertainment District and the Arts and Convention District. The Preferred Plan recommends extending brick paving from 19th Street to 16th Street and from 9th Street to Mac Davis Lane, which will encourage movement along the corridor and into the other districts.

Infrastructure improvements already underway on Sixteenth Street have removed the brick paving from this street. In this special case, enhanced streetscape and intersections will act in place of and complement the adjacent brick streets. As a way to connect the two important spines of Avenue J and Buddy Holly, and to highlight Festival Park as the center of the Depot Entertainment District, both Sixteenth and Fifteenth Streets should receive special streetscape and intersection treatments between Avenue J and Crickets.

As the north-south spine of the Depot Entertainment District, Buddy Holly is also a natural choice for brick paving. This treatment, however, will correspond with the expected boundaries of the district itself, with brick added from 19th Street to 16th Street. Similarly, paving along Crickets will extend south to 19th Street but will not extend north of Broadway. Design standards should stipulate that the new arena use ground-level materials harmonious with the Depot Entertainment District and the brick paving.

Finally, the Preferred Plan recommends removing brick from all other streets in the Downtown Core so that the impact of special brick streets is not diluted.
Brick Streets Map
Parking Strategy

As noted in the assessment phase, the Downtown Core has an exceptionally large amount of land dedicated to off-street surface parking, much of which faces major streets. The parking strategy associated with the Preferred Plan seeks to remedy the negative impact of surface parking lots on the streetscape.

The parking plan focuses on Broadway, Avenue J and Buddy Holly. Off-street surface parking lots facing these three streets will be redeveloped with buildings that fill in the existing street wall, creating a comfortable sense of enclosure and enhancing pedestrian walkability. Future street-facing surface parking will be prohibited.

As surface parking lots sprout new buildings, and more people come downtown to live, work, and play, the City may need to develop a public parking garage. The parking plan recommends several possible locations where a new parking garage would be appropriate. Vacant lots along the south side of Main Street and the north side of 13th Street are viable sites for a parking structure to serve the varied uses along Broadway. Similarly, vacant lots along the east side of Avenue K and along both sides of Texas are suitable for a parking garage to serve the Avenue J retail corridor and the Buddy Holly entertainment strip. Additionally, a parking structure may be located on one of the existing surface parking lots facing Broadway, Avenue J and Buddy Holly if the ground floor contains an active use that will engage pedestrians and the structure as a whole incorporates high quality materials and design elements.

The Preferred Plan identifies four parking garages that will be necessary to serve the expanded convention center and the new performing arts center in the Arts and Convention District and the new arena in the Depot Entertainment District. These parking structures will be open for public parking as capacity allows. For example, the arena parking structure could provide parking space for the new movie theater in the absence of a major event at the arena.
Bus, Circulator & Bike Routes

Downtown is well served by existing bus routes that provide local and regional accessibility. However, a direct connection between downtown’s major activity nodes, namely the Arts and Convention District and the Depot Entertainment District, is lacking. A direct link is also missing between the Downtown Core and Texas Tech. To improve these primary linkages, the Preferred Plan suggests the creation of two bus circulators.

The first circulator will connect the Arts and Convention District to the Depot Entertainment District. This circulator will travel on Mac Davis Lane and Avenue J, forming a loop from Avenue J to Buddy Holly via 18th and 15th streets. This centrally-located alignment will conveniently serve the downtown workforce and residential population as well as visitors. In addition, the circulator will maximize the visibility of the boutique shops along Avenue J and contribute to the corridor’s long-term sustainability.

The second circulator will connect the Depot Entertainment District to Texas Tech. This circulator will carry students, and others, east on Broadway to Avenue J where it will follow the loop of the first circulator before heading west on 15th Street. This alignment will synthesize educational opportunities at Texas Tech with job opportunities in the CBD, potential student housing in the Residential District, and night life in the Depot Entertainment District.

In regard to bicycle transportation, the Preferred Plan recommends adding designated bicycle lanes to portions of Avenue Q, Avenue O, Texas, Buddy Holly, Glenna Goodacre, 9th Street, and 15th Street.

Lastly, the Preferred Plan requires an adjustment to bus route 12 on Avenue L. Due to the proposed realignment of Avenue L, bus route 12 will shift one block east to Avenue K north of Broadway.
Parking Plan
Transportation Plan
SECTION 4: IDENTITY

Lubbock’s identity is a blend of many local and regional features, including its musical heritage, its educational institutions, the area’s prominence in the agricultural industry, especially cotton, and a Texan penchant for cowboy culture. At the third public meeting in April, the Consultant Team asked meeting participants to consider how these features should be packaged to market the new downtown. In general, meeting attendees recommended avoiding the cowboy theme and stressed the importance of highlighting the arts and economy. Some of the slogans presented by the break-out groups include:

- Downtown: The Rhythym of Lubbock
- The Melody of the Plains
- Downtown: Heart of the Hub
- Star of the Llano
- More Music, More Art, More Lubbock
- Lubbock — Music, Cowboys and More
- Lubbock or Leave It

Logos

A new slogan will be paired with a logo designed to convey the essence of what downtown currently is and what it wants to be. The Consultant Team designed several logos that emphasize Lubbock’s role as a regional hub and incorporate the themes of art, education, and business. A local marketing firm excited about the possibilities of downtown revitalization also designed a logo that focuses on downtown’s impending transformation. Once a preferred logo is identified it will be used on a variety of materials to solidify the image of downtown.

A local Lubbock business designed the above logo for downtown.
Gateways & Signage

Six wayfinding gateways and three identity gateways will help visitors find their way to downtown attractions and reinforce the image of Downtown Lubbock as the metropolitan hub of West Texas.

From the north, the Marsha Sharp offramp at Avenue Q is a critical wayfinding gateway to the Downtown Core. Two wayfinding gateways mark the visitor’s entrance to the Arts and Convention District: Mac Davis at Avenue Q and Avenue K at the Marsha Sharp Freeway. A wayfinding gateway at Texas and 8th Street welcomes motorists from I-27 and Marsha Sharp to the entire Downtown Core.

The far eastern end of Broadway, just west of the I-27 flyover, acts as a civic ‘gateway’ to Downtown for visitors entering on Broadway (from the east) as well as visitors entering from north-bound I-27. The primary functions of this gateway are to guide interstate visitors to Broadway from the exit onto 13th Street, and to mark the boundary of Downtown.

Gateway treatments that incorporate the downtown logo will enhance the identity of downtown and orient visitors new to the area.
Two important Downtown gateways occur on 19th Street: a gateway to the Core, at Avenue F, captures traffic from I-27 and points eastward, while a district gateway pulls visitors into the Depot Entertainment District at Buddy Holly. The new visitors’ center occupies a highly-visible location just off of 19th and I-27, one of the main gateways to the Downtown Core.

The intersections of Avenue Q at Broadway and Avenue Q at 19th Street are major entryways to the Downtown Core from the west.

All gateways will be marked with appropriate identity and wayfinding signage. Signage will also be placed at major intersections within the Downtown Core to help orient pedestrians and motorists. The signage may incorporate a single theme for all of downtown or district specific themes could be developed and utilized. For example, a theme that emphasizes music and entertainment could be used throughout the Depot Entertainment District, with a separate arts-related theme being used on signage in the Arts and Convention District.
CHAPTER 6: IMPLEMENTATION ACTION PLAN

SECTION 1: OVERVIEW

A plan is only a paper document until committed and visionary individuals lift up the ideas contained within the plan and bring them to reality. The implementation strategy summarized in this section is designed to help the citizens and elected officials of the City of Lubbock turn this vision into bricks and mortar reality, and to help them map a clear, successful, step-by-step route to Downtown revitalization.

Like many communities across the country who are seeking to revitalize their historical core, the City of Lubbock must take action to encourage reinvestment in the Downtown Core. The City faces many challenges, among them empty storefronts, minimal office and residential uses, and a negative public perception of the Downtown Core. This perception must be changed by a well thought out achievable “Action Plan” that identifies specific actions, timeframes, and responsible parties to implement the plan.

The City has a firm base to work from with a number of strong points in its favor: committed business owners interested in change, an interested constituency, and intellectual promise in the form of higher education institutions for Downtown Lubbock.
SECTION 2: CRITICAL GROUNDWORK

Leadership

Implementation of the Downtown Lubbock Revitalization Action Plan will require a sustained, coordinated effort on behalf of the people, businesses, institutions, and government leaders that believe in its objectives and anticipated outcomes over time.

The plan will require both public and private investment, as well as public, private and philanthropic partnerships. Determining the role of each of these players is critical to plan success. There are two models which the plan could take: proactive or conservative. In the case of Lubbock, the matter is not one of selecting one or the other, but of crafting a phased approach that balances resources, timing and investment incentives.

Current economic conditions are such that a proactive approach, translating into heavy City involvement and considerable public investment, is required to jump-start the revitalization process. Three entities are recommended in this chapter as having primary roles in fostering major revitalization efforts in the Downtown area: the City of Lubbock itself and an oversight corporation called Downtown Lubbock 2020 and/or a master land developer to be selected by the City and Lubbock 2020. The City and Lubbock 2020 will serve as leaders in both the planning and implementation processes while the master developer will lead actual implementation.

Once revitalization efforts have begun showing fruits, with at least one to two catalytic projects successfully completed, the City/public role can transition to a more conservative one. At this point, Lubbock will have shown itself to be serious about revitalizing and investing in its core and can attract a much larger degree of private funding. Investment opportunities will become more attractive to the private sector, which will move into the leadership role in this mid- to later phase of redevelopment.
Support

Market analysis forecasts three, 4-year phases of plan implementation, for a total 12-year implementation timeline. This period could shorten or lengthen considerably depending on a host of factors, market conditions and success of early-phase activities foremost among them.

The success of this plan depends on continued commitment and support to the plan. The following five steps are crucial to the success of this Plan; they are prerequisites to Action Plan implementation, and must be sustained throughout the entire duration of downtown revitalization efforts:

Critical Step 1: Commit to Implementation

Sustain interest in and attention to the aggressive implementation of the Action Plan over the near to the long term time frame.

Critical Step 2: Protect the Vision

Adopt policies, guidelines, and regulations to resist economic and related forces that would undermine or compromise the Action Plan.

Critical Step 3: Pursue Economic Partnerships

Engage private interests – developers, banks, real estate brokers, and property owners – together with city, county, and state interests in an effective public/private partnership to build the future in accordance with the Action Plan.

Critical Step 4: Support Growth

Expand, reinforce, and diversify the tax base to spread the capacity to support community growth using public resources. New Downtown construction, and a variety of project types, will both expand and diversify the tax base, insulating revitalization against ‘blips’ in any particular market segment; while one type of project (such as office) may slow, other types (such as residential) may still show strong growth.

Critical Step 5: Promote and Recruit

Promote the Downtown Revitalization Plan through aggressive civic publicity and business recruiting efforts.
SECTION 3: RECOMMENDATIONS

Economic Development

Business Development

Small business is critical to the identity and character of the downtown core. With big-box retailers—inappropriate tenants for a pedestrian downtown—offering a vast array of products at cut-rate prices, downtown merchants must offer something unique, an overall experience, in order to compete. What these small retail shops and family businesses can offer is unique products, specialized customer service, and a small-town, nostalgic feel that can draw customers back downtown. Revitalization efforts must establish a plan to increase the viability and visibility of these types of merchants. Revitalization must protect existing merchants, and attract new ones as well.
Some of the problems typical plaguing small businesses include absence of a business plan and business experience, lack of knowledge in the local market, seasonal fluctuations in business and poor marketing. Ways in which the City or a redevelopment body could aid these businesses include the following:

- Many business owners leveraged their own funds to establish their business, the lack of non-traditional lending programs could be a weak link for future entrepreneurial efforts. The establishment of a small business revolving loan fund, micro-enterprise program or similar effort should be considered.

- A business advocacy program should ideally be private-sector driven in order to be effective. However, city officials may consider the establishment of a Small Business Ombudsman or similar position to help communicate and address business concerns at the municipal level.

- A peer-to-peer consulting network should be established under the auspices of the Chamber of Commerce or similar Main Street-type organization.

- As the revitalization efforts begin to show results within the Downtown Core, market pressures to drive up lease rates may become an increasing burden on independent retailers who do not own their property. Conversely, building/property owners will reap the rewards of hot Downtown Core economy. Discussions to establish a balance between the positive and negative results that arise from a successful downtown environment should be undertaken early in the revitalization process.

- Diversification of the area’s retail base is needed in order to build sufficient critical mass and truly leverage a market niche for Lubbock’s Downtown Core.
MARKETING

Marketing activities must be focuses into three specific areas: business recruitment, tourism, and community relations.

Business Recruitment

Revitalization efforts must seek to bring more Class A office tenants into the Downtown Core. Efforts to attract corporate headquarters and white-collar enterprise must be pro-active and focused. The Core is competing with other cities and with greater Lubbock itself for these tenants.

To compete with other cities, Lubbock must show progress with its revitalization efforts and show that Lubbock is an up-and-coming town with a high quality of life and a host of desirable amenities. Marketing materials must showcase Lubbock’s attractions: historic, cultural, recreational, economic, educational. Local universities and institutions should also be noted in this materials, emphasizing the opportunity for a bright, educated workforce. These materials should be updated frequently to showcase ongoing revitalization efforts, and should be used in a direct marketing campaign to targeted corporations. Conventions are another excellent opportunity to market the City; marketing efforts should coordinate with Civic Center events as well as local hotels housing participants in order to ensure comprehensive coverage of the event.

The City has commissioned a 3-D visual simulation of downtown revitalization. Computer simulations are an excellent value for the money, and can be easily tailored for specific purposes, easily included with marketing materials or disseminated electronically as well.

Closer to home and competing with outlying areas of Lubbock itself, the cost of redeveloping small, downtown sites that often come with demolition, environmental mitigation and possibly historic preservation issues is an extremely hard sell when compared to cheap, development-ready greenfield sites. The City must formulate development incentives and funding options, described more fully in subsequent sections of this document.
Tourism
Marketing for tourism should reach local, regional and national markets, and be tailored to each market segment. These markets are included but not limited to:

- Lubbock residents
- West-Texas residents
- Texas residents
- Southwestern US residents
- National conference and event organizers

Marketing should update existing marketing brochures, and initiate the creation of a staffed visitor's center. Brochures and related materials should also be available at kiosks throughout the downtown area. A walking tour or tours of downtown assets should be created and included in available marketing materials. Tours might focus on specific topics, such as shopping, culture, heritage, athletics, or broadly show a cross-section of Downtown Character.

Another way of making Lubbock more tourism friendly is ensure that visitors have a wonderful time while they are in the City. Hospitality training for front-line employees, such as hotel and restaurant employees, museum docents, local police and fire personnel, is one way to positively impact visitors' impression of Lubbock. Extended business hours at nights, weekends and during special events, is another way to ensure that both visitors and residents can enjoy Lubbock's many offerings. Sunday hours for both restaurants and retail stores may offer additional advantage as a way to capture and engage churchgoers who do not come downtown at any other time.
Community Relations

Revitalization efforts must create a public relations and marketing program designed to attract private investors and development talent committed both to realizing the plan and, conversely, to resisting public and private actions and investments that are not compatible with the plan.

To be most effective, the Action Plan needs county-wide support and acceptance. This will require a steady drum beat of communication that focuses on the benefits of its realization and then on progress toward its realization as it is made. The elements of this effort may include:

- Regular reports to city, county, and special district commissions, boards, and councils.
- Web page or prominent link on the City’s website devoted to the Downtown Revitalization Action Plan.
- Progress reports (written and oral) to key local leadership groups and individuals.
- Articles in the local and regional press.
- Direct contact with development organizations with demonstrated talent and track record - locally, regionally, or nationally – whose participation would enhance the quality and scope of the plan’s implementation.
Community support also means community involvement. Active participation creates ownership of a plan. Some ways in which individuals can become directly involved in Downtown revitalization include volunteerism and special events.

Volunteer activities could be a long-term, short-term, or one-time commitment. Opportunities might include: sitting on a committee dealing with revitalization, helping to organize downtown events, community work days to plant trees or flowers in parks. Even volunteering for an organization within the core, regardless of whether that organization deals directly with revitalization, brings citizens back downtown and creates pride of place. Some organizations of this type might be an arts and cultural organization or a homeless shelter.

Special events and community celebrations can play a major role in attracting both residents and out-of-town visitors to the Downtown Core. These events heighten the exposure of the downtown business community, showing people who may not have been there in many years, or ever, what downtown really has to offer. The calendar should be busy and varied, and feature both indoor and outdoor events such as farmer’s markets, summer concerts, music festivals, outdoor theater, arts and crafts fairs, holiday parades and the like. Events can also be more targeted, such as ‘Ladies Night Out,’ which might include dining and entertainment packages, or the already popular First Friday Art Trail, with free public transportation to galleries and museums. Planning should take into consideration designs that do not hamper the ability of merchants to take advantage of the influx of potential customers.
Arts, Entertainment, & Culture

The Arts, encompassing art, music and culture in the broadest sense, are one of the truest things that set a vital, active downtown apart from a simple, functional business core. Lubbock can already lay claim to a rich and highly-developed artistic community that encompasses visual, musical and performing arts. Revitalization efforts should seek to support and enhance these already existing resources, through activities such as:

- Cultural District designation
- Public art program
- Artist-in-residence
- Cultural outreach
- Additional museums
- Live/work artist spaces

A Cultural District is an officially defined geographic area, designated by an appropriate agency, that uses art and cultural activities and facilities for the purpose of community development and revitalization. In Texas, cultural districts are recognized by the Texas Commission on the Arts. Proposed cultural district boundaries have already been established by the Lubbock Arts Alliance, which will coordinate the application for district designation. The Alliance will also manage, market and continually develop the area once the designation has been secured.

Cultural Districts offer measurable benefits to the community, including an expanded tax base and enhanced property values; designation also encourages development and extended hours of activity. District designation also brings access to a number of development funding mechanisms, including historic tax credits and financial assistance programs on the national, state and local levels.
Public art programs bring visual arts into the community. Art may be indoor or outdoor, and could include an object, such as a sculpture, or a more abstract installation of light or sound. Some programs are set up to fund permanent installations, while others ‘sponsor’ temporary art exhibits. These ‘exhibit’ type of programs often select one or more pieces or art from the installation for purchase and inclusion in a permanent art collection. Grand Junction, Colorado is an excellent template for this type of program.

Artist-in-residence programs are another way of bringing art to the community. These programs engage an artist to live and work in the community; length of tenure can vary from a few weeks to a year or more. There is usually an application process, and often a well-developed community outreach component—such as seminars or workshops with local school—as well as a final exhibition or product of some sort.

A considerable amount of outreach activities are already in place and overseen by a variety of Lubbock’s art and cultural organizations. Expanding the number and area reached by these activities would be an excellent way to extend awareness and appreciation of Lubbock’s cultural offerings into the larger region.

Later sections of this document discuss the need to bring more housing to the downtown core. One type of housing to consider is live/work studio spaces for artists. These spaces could double as gallery spaces, adding mass to downtown storefronts.
Incentives & Funding

Incentives
Revitalization doesn’t just ‘happen’; it must be supported by a firm financial plan that includes a variety of economic incentives and funding options. Forms of low-cost local economic incentives available to Lubbock to stimulate downtown revitalization include adopting flexible building codes to facilitate historic preservation, zoning variances, building permit and utility fee reductions and deferrals, and historic preservation easements.

Additional forms of local economic incentives could also be offered to stimulate downtown revitalization. These could include relocation assistance, site clearance and demolition, and public assumption or sharing costs of infrastructure improvements.
Funding

Texas has a wide range of legislatively-enabled economic development funding and organizational programs that can have direct applicability to implementation of the Downtown Lubbock Revitalization Action Plan. Those most relevant are discussed in the next Section, Funding & Phasing, and are listed below:

- Tax Increment Financing (TIF)
- Public/Private Sector Partnerships
- Public Improvement Districts (PID)
- Economic Development Corporations
- Texas Enterprise Fund
- City/County Venue Tax
- General Obligation Bond Issue
- SBA Section 504 Loans
- Community Development Block Grants
- EDA Grants and Loans

Many grants and loans have extensive application requirements; the added staff time for these grants should be accounted for in revitalization planning.

The City should also encourage redevelopment authorities to work with local banks to set up low-interest direct loans and/or low-interest revolving loans for hard and soft business costs; some applications might include new construction, business start-up, and façade renovation.

Revitalization efforts also draw heavily from community and philanthropic donation. The Performing Arts Center would be a good catalytic project to encourage a public-private partnership that would involve philanthropic participation. Redevelopment authorities should work with appropriate local citizens, organizations and interest groups to map a unified approach to fundraising, and to ensure that the public is not wearied by continual request from multiple organizations.
Policy & Land Use

The City of Lubbock must take the important step of formally adopting the Downtown Revitalization Action Plan as official City policy for Downtown. The Action Plan should become a part of the City's comprehensive plan.

Designating Leadership

Once the Action Plan has been adopted, it is necessary to put in place the proper mechanisms to ensure its execution. The process and organizational mechanism that led to the creation of the Action Plan need to be extended to ensure its implementation. This implementation strategy recommends that one or both of two mechanisms be formalized as quickly as possible: (1) Creation of an oversight revitalization corporation with broad Downtown representation; and/or (2) Designation of a master developer for those areas of Downtown designated for catalytic projects.
Downtown Lubbock 2020

While City officials and Lubbock economic developers are clearly committed to Downtown’s revitalization, Downtown requires a dedicated advocate organization. In this regard, the current Downtown Redevelopment Commission should be reconstituted into a legal entity with its mission to implement the Action Plan. For discussion purposes in this document, the name of this new corporation would be Downtown Lubbock 2020, or DL 2020 with its board of directors the same as the Redevelopment Commission. Other board members may also be added, as deemed necessary for professional expertise and comprehensive stakeholder representation. Very importantly, this entity would take direct responsibility to:

1. Maintain communication with and input from various public and private interest groups in the Downtown Core and surroundings, including Texas Tech University.

2. Appear before local City planning and zoning and legislative bodies in support of actions in accordance with the plan and, conversely, in opposition to contrary proposals. As the need arises to amend or extend the plan, the committee should lead the way in advocating progressive plan refinements. The Committee should also be active in helping to solicit new redevelopment business and civic activities in the Downtown area.

3. Meet regularly with state planning, transportation, land use, and open space officials to explain the plan and solicit support in concept and in substance with regard to its implementation.

4. Designate, hire, and oversee a master development entity (defined later) with experience in urban revitalization.

Evidence that the plan results in a process for how problems should be addressed and prioritized, and evidence of the plan’s goals
Downtown Lubbock 2020 would retain all the current Redevelopment Commission members as the board of directors with some additions to include special expertise and influence. Examples of the additions include representatives of the City of Lubbock, Lubbock County, and, as needed, professionals in the fields of banking, public finance, architecture, urban planning, law, art and culture, housing development, and commercial development. Terms of directorship shall be in accordance with Texas law, but the terms should be staggered to assure continuity of philosophy and mission. The services of an attorney should be employed to prepare formal by-laws and other appropriate legal foundations.

Members may have business and investment interests in Downtown Lubbock, though their allegiances to the redevelopment corporation would minimize self-interest; but this self-interest can be a powerful motivating force for board members to contribute to the growth and revitalization of Downtown Lubbock and should be leveraged to assure revitalization. The board should try to remain no larger than 20 individuals. Additions or replacements to the Board would be recommended by existing Board members, and appointed by City Council. Although appointments will be made by Council, it will be up to the current board to identify the needs it has and to find qualified individuals to satisfy those needs.

DL 2020 would be initially funded (seed money) by “investments” from each of the board member’s business organizations. At least $250,000 should be raised in order to support a full time and well-paid executive director, an assistant, and day-to-day expenses. If the board consists of, say, 16 people, the initial investment would average about $15,625 per member. We would expect that some members will be able to (and should) afford more than others. In addition, certain funding will also need to be raised as equity to purchase and assemble key real estate in order to assure that catalytic projects are initiated in a timely manner—although such capital may not be necessary if an appropriate master developer is commissioned, as defined below. This initial capital would be expected to be recouped over time as various real estate transactions are completed and a more permanent source of funding is put into practice. The eventual creation of a public improvement district (PID) is recommended as one of these sources, for the purpose of perpetual Downtown oversight and advocacy, as addressed later in this implementation plan strategy.
While small in size, the staff of DL 2020 will work with all appropriate public agencies and private sector companies to obtain information and support necessary to implement the Action Plan. A key purpose of DL 2020 is to involve a multitude of stakeholders so that there is a diversity of investment interest. By pooling human talents, all stakeholders will have vested interests in the Plan's successful outcome while also saving resources.

DL 2020 would be created with the intent to disband at the end of the year 2020, as warranted by completion of projects. Another organization, potentially a PID or the City itself, would be designated to assume ongoing oversight activities and Downtown advocacy. This type of dissolving oversight has been used with great success in other communities with similar revitalization efforts, and will assure that Downtown Lubbock continues to have a direct advocate for continued growth without the overhead requirements needed in the initial years to kick-start significant change.

Again, the mission of DL 2020 would be to implement the Revitalization Action Plan. As such, it would see to the enhancements and growth in economic development, cultural facilities, entertainment venues, housing, and transportation/utility infrastructure. Implementation tools granted to the corporation would include enforceable design guidelines for land and building uses along with an array of public/private funding sources.

More specifically, DL 2020 would see to the completion of the catalytic projects, supporting elements, and street and utility changes that are identified in the Action Plan. Moreover, it would quietly raise sufficient private funding to underwrite the proposed land trust(s) in Downtown Lubbock that can result in assembled, cleared, and re-titled parcels that will support catalytic projects. After land assembly, land clearance, and/or land banking, appropriate real estate would be re-sold to developers or other investors whose responsibility it will be to construct and market facilities that are in accordance with the Action Plan.
Master Developer Designation

The responsibilities recommended for DL 2020 may be daunting for an organization intended to oversee and finance major Downtown improvements. Therefore the City may want to commission a master development entity (“master developer”) charged with specific, day-to-day responsibility for plan implementation and project financing.

The master developer would likely be an existing real estate development company, or consortium of such companies, with the financial resources and urban development experience necessary to secure appropriate properties, to negotiate with requisite public and private entities such as the City, utility companies, and state agencies, and to design, construct, market, and manage or sell the real estate improvements necessary to fulfill the Action Plan. The master developer would also work in tandem with City and philanthropic interests to assure the development of public and non-profit facilities that are designated as catalytic or support projects in the Action Plan. Likewise, the master developer would see to the development of the private sector catalytic and support projects by working in tandem with property owners and various interest groups.

The master developer should be selected after a search for appropriately qualified firms. Lubbock is a well-known and recognized city in the United States and may command the attention of superior master development firms. Multiple steps should be taken to determine the best master developer and to contract with that firm:

1. With input from all Downtown interest groups and advice from appropriate consultants, determine the key characteristics that a master developer should possess, including such factors as financial strength and stability, experience with long-term, complex, and mixed use projects, and leadership that demonstrates commitment to Lubbock for many years.
2. Prepare a request for qualifications (RFQ) package that would be mailed to a wide range of potential master developers on a list prepared after consultation with such professional entities as the Urban Land Institute, the American Planning Association, the Society of Industrial and Office Realtors, the National Home Builders Association, among others. Downtowns elsewhere in the U.S. that are known to have followed a similar process should be contacted for leads.

3. After qualifications are received and reviewed by DL 2020 and/or City officials, two or three firms that show particularly strong qualifications would be asked to submit formal and detailed proposals on how they would specifically approach the implementation of the Action Plan.

4. A formal contract, or development agreement, would be drawn up that defines the specific responsibilities of the master developer, the City, and others who may have direct interests in the outcome of the revitalization process. Timelines and deadlines should be delineated for specific projects along with contingencies in case of business cycle downturns and other hindrances not under the control of parties to the agreement.

The master developer will be directly answerable to the City. As such, certain reporting mechanisms should be made part of the development agreement, such as annual progress and financial reports to the public and monthly progress reports to the city manager and city staff.
Action Plan Liaison

In a parallel move, the city manager would create a position and designate someone to fill that position that would have direct responsibility for oversight of the Downtown Revitalization Action Plan implementation process and for assuring that downtown projects receive the full and undivided attention of City officials. The city manager and/or the action plan liaison would sit on the board of directors of Downtown Lubbock 2020 and would be the key coordinator with city procedures and requirements. In effect, this person would lead a “one-stop shopping” office for downtown investors in order to facilitate approvals.

Moreover, this position would assure that all downtown projects undertaken either as part of Plan implementation or independently meet the design guidelines of the plan and meet the requirements of all economic incentive programs.

Cultivating Support

There is a large set of constituencies that need to be informed and solicited to support the plan’s implementation. These include individuals and organizations of a public, private, and institutional nature as well as those having a local, regional, or national perspective. Some examples include:

- The Texas governor and state and federal legislators with regard to legislative and executive help for implementation actions, including funding and enabling legislation.
- Lubbock County, Lubbock Independent School District, Lubbock County Hospital District, and High Plains Underground Water Conservation District No. 1.
- Chamber of Commerce, Lubbock Economic Development Alliance, Lubbock Convention & Visitors Bureau, etc.
- Real estate investors and developers, several of whom have been part of the planning process.
- State government agencies, especially those responsible for community and economic development, conservation, parks, and open space, utility regulation, and roads and highways.

Once initiated, this process should become continual and on-going, with annual visits or breakfast/lunch meetings with officials as well as private investors to present progress and reaffirm commitment.
Development Requirements & Process

Zoning
The current zoning ordinance does not align entirely with the density and mixed-use projects desired within the Downtown Core. Particular issues that should be addressed include easing parking requirements, density and floor-area-ratio, distribution of uses (particularly appropriate location for auto-oriented uses such as gas stations or drive-up facilities), minimum/maximum setbacks, and vertical and horizontal mixed-use.

The Design Team has reviewed the proposed CB zone districts, and feels that they address the issues described above, and will aid in the implementation of the Action Plan. The City should adopt these new zone districts. Prior to adoption, the language should be reviewed to evaluate if any additional fine-tuning is needed, in light of the directives of the Action Plan.

Design Guidelines

Design Standards for the Central Business District (June 1999) outlines the overall urban form preferences for areas within the new CB zone districts. The City should review and expand these standards as necessary, in particular to ensure that the Action Plan and the Standards are consistent in their goals and directives.

The City may wish to consider stronger, more binding language in this document as well; many items are listed as ‘preferred’ or ‘encouraged’. In particular, an intent/standard/guideline format can be a very useful tool in clarify City desires. In this sort of format, intent statements help future decision-makers understand the goal of the regulation; standards are required and guidelines are recommendations, but are not obligatory.

A point worth noting is that the term ‘Central Business District’ has different meanings in the Standards and in this Action Plan, which could be confusing to future users. The Action Plan identifies a specific area as the Central Business District (north and south of Broadway), while the Standards use this same term to refer to the entire Downtown area (called the Downtown Core in the Action Plan).
Approval Process
City staff should be available during all phases of project design, so that urban design, transportation, land use, signage, landscaping, streetscape and pedestrian objectives can be met early in the process, rather than becoming hurdles later on when design is largely complete. The City may wish to consider a developer’s roundtable, to solicit input on the overall design process.

Prioritize Existing Strengths
Broadway and Buddy Holly are Downtown’s existing spines, and an opportunity to show early-phase progress with revitalization. The City should prioritize redevelopment on these two streets, in terms of both business support (keeping existing and attracting new) and new construction. The goal is to ‘fill in the blanks’—vacant and underutilized parcels—on these streets. An important component of this action is phasing out street-facing surface parking.

Encourage New Development

Land Trust
Attracting private sector investment, in the form of new businesses, property rehabilitation and new development, can be very difficult during the early stages of downtown revitalization, due to the associated risks. For property rehabilitation and new construction, market rents are typically insufficient to support financially feasible development. The City must come to the table by doing some of the up-front groundwork to encourage investment, such as land acquisition and consolidation, sometimes accomplished through a land trust.

Creation of a land trust is simple in concept: Establish a pool of “patient money” (or several such pools, each dedicated to a discrete land use objective) to acquire and hold key properties for future development in accordance with the Action Plan. Properties to be held by the trust would be ones that otherwise would likely be developed in the short term in a manner that would preclude or compromise ultimate implementation of the plan. The ‘patient’ funds can be (1) private and profit motivated (not necessarily profit-maximizing) but long-term in outlook, (2) private but civic motivated in that profit is not an objective, and/or (3) public and dedicated to enabling future public uses such as open space, parks, trails, road or transit rights-of-way, or sites for other public facilities. Within the context of the Action Plan, there would be three priority categories of property to be targeted for acquisition and holding by a land trust:
1. Areas designated for future commercial and residential (offices, tech/R&D, retail, housing) that, without such protection, might be otherwise developed in the near term for inappropriate uses at specified locations.

2. Areas designated for arts, cultural, and public gathering facilities that likewise may be threatened with inappropriate future uses or owners if allowed to remain in the open market.

3. Areas designated for future open space, parks, or trails – areas having special feature/attributes to be leveraged as amenities benefiting surrounding residential, commercial, and cultural uses.

Clearly, the first of these categories would best be addressed by a private, for-profit land trust – one that is willing and able to acquire and hold land for a land use not now realizable but ultimately having a significant profit (appreciation) potential. Some or all of the current land owners could, in fact, be the investors in the trust, perhaps in partnership with one or more civic investors. Together, they would agree on the future land use for the property and what conditions are to be present to trigger the development of the property in accordance with the Action Plan. The City should at the same time reinforce the objectives of the plan with corresponding zoning regulations.

The second and third of these categories would more naturally fall into a private, non-profit civic motivated land trust. Such an entity would likewise work closely with local, state, and federal agencies to capitalize on available grants, tax abatements, tax credits, or tax deductions for those donating their property or property rights for public use or ownership. The prospect of use of the public power of condemnation to acquire targeted property for public use would be held in abeyance as a last resort but should be available through the appropriate authorities.

Finally, it is obvious there will need to be more detailed and specific identification of properties to be targeted for acquisition in any of the three categories, and to articulate the legal and administrative attributes of the trust vehicles to be utilized. This will need to be accompanied by a rigorous quest for investors and donors of capital or land to enable the trust to operate.
Maintaining Value, Discouraging Speculation

One impediment to land banking, or to private purchase and consolidation of parcels, is land speculation. Essentially, land becomes overpriced because of perceived ‘future’ value; owners, whether long-time or new, are trying to turn a large profit base on the prospect of redevelopment value, despite the fact that no perceptible redevelopment has yet taken place. Interviews indicate that this process has already been taking place within the Downtown Core. This process is detrimental to revitalization two ways, in discouraging redevelopment because of high land costs, and extending the time that parcels remain vacant, as owners hold-out for a higher price.

Residential Development

Downtowns cannot ‘import’ all their activity; that is, they cannot rely exclusively on daytime workers and evening cultural patrons to provide the activity and economic impetus for revitalization. Residential is a crucial component of a successful downtown, and the City’s first step is to increase and diversify downtown housing stock. This residential return to downtown will most likely take the form of a public-private partnership. There are a number of housing segments that should be assessed to determine the strongest buyers (or renters) for new downtown units: seniors, empty-nesters, students, young-professionals, for-rent, for-sale, co-operative housing. The City should issue a Request for Proposals (RFP) for targeted residential development, ideally using land aggregated under the land bank approach described in the preceding pages.
Avenue J Retail
The Action Plan designates Avenue J as a retail spine. This concept requires critical mass for stores to be successful, and thus demands a fairly intensive redevelopment effort that brings retail space to market and tenants it in a compressed time frame. This process must be guided by the City, either alone or in public/private partnership. Components of the program would include: façade improvement campaign, streetscape enhancements, rehabilitation/remodeling of existing structures, incentivized development of underutilized parcels.

Liquor Sales
Redevelopment efforts should include re-evaluation of existing liquor laws. Current liquor laws should be revised to parallel the liquor laws of other major entertainment markets.

Development Impacts of Renovation and New Construction
The City, regardless of whether it plays an active or regulatory role in a particular project, must protect the interests of existing businesses and property owners during construction. During initial discussions or initial plan review, the effect of the proposed development should be examined with respect to potential traffic changes, alternate parking and temporary building entries.

As the Core densifies, it will also become more important to minimize visibility and conflicts with delivery and service activities such as solid waste removal. Both of these activities should be timed so that they do not impede peak hour flow of activities on both streets and sidewalks.
Urban Design

Streetscape

Streets for People
Stakeholder interviews revealed a strong perception that the downtown area is unattractive, poorly maintained and lacking in ‘green’ amenities. A building block of re-building downtown image is streetscape. Recent enhancements along Broadway have met with strong approval, and can act as a sort of template, not to be repeated exactly but more as inspiration, for future streetscape projects.

A streetscape program should start with those roadways designated in the Preferred Plan as Streets for People (as identified in Chapter 5). These are the streets that will set a tone for downtown revitalization, drum up excitement among citizens and show potential businesses that the City is serious about a new downtown. The City should initiate a coordinated schematic design effort for this streets; it is important that enhancements share a similar feel, in order to act as a unifying thread throughout the downtown. With schematic design in place, streets can be phased for construction in accordance with adjacent development and/or as funding permits.

Additional Streetscape Elements
A number of other Action Plan elements should be coordinated with the Streets for People program. These items apply to all streets within the Core, but should be prioritized and included in Streets for People design:

- Brick streets program
- Street tree program
- Citywide bicycle plan
- Modified street cross sections
- ADA ramp accessibility
- Intersection enhancements
Brick streets seem to engender a love/hate relationship with the citizens of Lubbock. The brick street look is valued as part of City heritage, but the realities of repair and maintenance (and the look of sporadic repairs) are often bemoaned as more trouble than they are worth. A brick streets plan is included in the Preferred Plan section of this document, and the repair or replacement of the historic brick paving should be coordinated with streetscape improvements, both to minimize disruption and to decrease overall mobilization costs.

Street trees are a valuable asset to all communities, and are the single most effective tool for ‘greening’ a city. They provide many benefits, from softening the urban street to providing shade and reducing ambient temperatures. While the benefits of street trees, and a list of acceptable species, are noted in the *Design Standards for the Central Business District*, the language is not clear whether street trees are required, or at what spacing. A street tree diagram in the appendix of the same document has been omitted and should be included in future printings of the document.

The City should develop a street tree master plan, including guidelines for care and maintenance, with an aim of including regularly spaced street trees on all streets within the Downtown Core. Plantings should be prioritized on designated Streets for People.

The Preferred Plan also proposed modified streets sections for certain streets within the Core. Modifications include the addition of planted medians and bike lanes, in many cases. These changes should also be coordinated with Streets for People, so that a street is designed and rebuilt only once.

A bike system is only as good as it is continuous. While bike lanes within the Core are a step in the right direction, the City should prepare a citywide Bike Master Plan designating bike routes, whether striped or unstriped. Priority should be placed on creating a well-connected system that gets people to a variety of destinations, for work and for recreation. The plan should consider connections within the Downtown Core, as well as connections from the Core to adjacent parks and amenities to the east of the Core.

Ramps throughout the Core are inconsistent. The City does have a standardized ramp detail, but a large number of ramps within the Core are non-conforming. ADA accessibility should be prioritized, and a plan put in place to replace all non-conforming ramps with the standard City ramp within a reasonable time frame.
Walk of Fame

The Lubbock Walk of Fame includes some of the best-known names in the Arts. It should be moved to the Depot Entertainment District, south of the new Festival Park. This move should be coordinated with the design and construction of the park.

Maintenance

Upkeep of the public realm is critical to the perception of Downtown. Maintenance responsibility and funding for these activities should be clearly delineated as part of the planning for streetscape and park projects. A Downtown Street Management Entity may be one way to address this issue; such an body is typically but not always associated with a PID, BID or CID (Public-, Business-, or Community-Improvement District: see ‘Funding’ section for more information.)

Evidence that the plan results in a process for how problems should be addressed and prioritized, and evidence of the plan's goals
PARKS & OPEN SPACE

The Downtown Core needs more parks, and more connectivity between its parks. The first step toward this goal is the creation of a Parks & Open Space Master Plan that specifically addresses the Downtown area. This plan could be a stand-alone document, or an amendment or additional part of the existing City-wide plan. The plan should set open space goals (that is, amount of open space per resident, or some similar metric), and program (desired uses, both active and passive, within the parks). It should also identify potential park locations; parks should be distributed throughout the Downtown Core, and should be chosen for location rather than because land is available or easy to acquire. Identifying desirable park locations early in the redevelopment process allows those properties to be acquired and preserved, possibly through land banking, before it is developed into other uses.

The City should also require dedicated open space, or in-lieu arrangements, as part of the approvals process for all new multi-block residential projects. In this arrangement, the developer is responsible for creating new open space within the project, or contributing cash toward the development or enhancement of other public parks within the Downtown Core.

The County should also look to reconfigure the existing Courthouse park, so that it better addresses Broadway. This project would be an excellent opportunity to collaborate with the Department of Landscape Architecture at Texas Tech and use a real downtown site as a student studio project.

If current surface parking uses change and redevelopment becomes a possibility, the County should consider converting the parking lot adjacent to the old Post Office and Federal Building into a public park. This park would be at an important crossroads, Buddy Holly and Broadway, and would enhance the two historic buildings adjacent to it. If such open space becomes a reality, it should be designed to address both Broadway and Buddy Holly.
SIGNAGE & WAYFINDING

The City must create a comprehensive signage package addressing both wayfinding and identity. The package will map welcome and identity signs, starting at the airport and directing visitors to the downtown area. Gateways should be constructed at significant entries into downtown, as designated in the Preferred Plan. Within the Core, new signage should provide directions to new attractions, and public parking. Merchant directory signs should also be part of this package.

The new city logo and slogan should be a unifying element throughout the signage package. The slogan and logo shown in the Preferred Plan should be further refined and adopted by the City, then used consistently on all signage and marketing materials.
Transportation & Utilities

Parking

Parking is an issue in downtown Lubbock, both in perception and in reality. Revitalization efforts must evaluate the true roots of the problem, identify solutions, and undertake a publicity campaign to dispel negative perceptions.

There is a great quantity of surface parking within the downtown core; evaluation seems to show that it is either in the wrong location, however, or restricted to private use. A true evaluation of public parking needs and availability must be carried out. Once the extent and geographic distribution of the problem has been established, a Downtown Parking Management Strategy should be drafted. This Strategy should consider the use of the following tools:

- Shared parking
- Restriping
- Parking enforcement (of hourly limitations)
- Employee parking reservoirs at the edges of the Core, to free Core space for visitors and retail, paired with a publicity campaign promoting walking as healthy exercise

Bikes & Public Transit

True downtowns allow residents and visitors to make multi-destination trips without the use of a private vehicle. Walking, biking and public transportation are the prime alternatives.

Bike routes and paths should be improved within the core and throughout the city. Routes should pay attention to linking destinations within the Core with each other, and with connecting the core to attractions, such as parks, outside the core.

Bike parking facilities should be included in all new projects, and retrofitted as available to old projects.

Citibus should expand public transportation services to include regular shuttle service between Texas Tech and the Depot Entertainment District, and the Depot Entertainment District and the Arts District, along Avenue J.
INFRASTRUCTURE

Downtown utilities and services such as water, electric, telecommunications (including fiber optic) should be upgraded throughout the Core to levels that are ‘development-ready’. All new buildings within the downtown Core are expected to be ‘smart building’ with a full range of high-speed telecommunications, and this infrastructure should be in-place and available as a development incentive.

The City should also initiate discussion with utilities regarding consolidation of services (including sharing of facilities by different providers), and removal of decommissioned hard infrastructure. Poles and underground lines in alleys should be minimized, both for reduction of visual clutter and to enable the consolidation of land parcels. The goal is to remove and/or relocate all utilities from east-west alleys to north-south alleys, or other locations.

Two street alignments are also suggested in the Preferred Plan. Glenna Goodacre east of Avenue Q should be separated and realigned as part of Civic Center Renovations, in order to create a direct sightline and arrival to the Civic Center. Avenues K and L should be reconfigured at the library, so that parking may be accommodated on the east side of the building, allowing for Avenue M to become a spine through the Arts & Cultural District complex.

Evidence that the plan results in a process for how problems should be addressed and prioritized, and evidence of the plan's goals
Section 4: Prioritized Action List

The next section lays out the steps described in the preceding Recommendations section, and identifies the parties responsible for their execution. The charts also note the recommended timing of each step.

The following abbreviations are used to note responsible parties:

City: City of Lubbock
COC: Chambers of Commerce*
DLG: Downtown Leadership Group**
CAE: Cultural and Arts Entities
LEDA: Lubbock Economic Development Alliance
VL: Visit Lubbock, The Convention and Visitor’s Bureau
PID: Public Improvement District

* This notation is meant as an inclusive term encompassing the Lubbock Chamber of Commerce, the Lubbock Hispanic Chamber of Commerce and the Lubbock African-American Chamber of Commerce

** The Downtown Leadership Group represents DL2020 and / or a master development entity.

Phases
I: Early Phase, 2008-2011
II: Mid Phase, 2012-2015
III: Late Phase, 2016-2019
## ECONOMIC DEVELOPMENT

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible</th>
<th>Phase</th>
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<tbody>
<tr>
<td><strong>Business Development</strong></td>
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<tr>
<td>• Work with local chamber of commerce and other private sector-driven groups to take responsibility for advocacy of local business.</td>
<td>City; LEDA; COC</td>
<td>I</td>
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<tr>
<td>• Designate a Small Business Ombudsman or similar position to help communicate and address business concerns at a municipal level.</td>
<td>City</td>
<td>I</td>
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<tr>
<td>• Create and fill full-time position for Action Plan oversight within the Office of the Assistant Manager for Development Services. Responsibilities will include:</td>
<td>City Manager</td>
<td>I</td>
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<tr>
<td>• Business recruitment</td>
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<tr>
<td>• Retention/expansion of existing businesses</td>
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<tr>
<td>• Identification and solicitation of potential funding sources such as grants, state and federal programs, private foundations, etc.</td>
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<tr>
<td>• Explore the establishment of a professional-student mentor programs and student internship programs with Texas Tech and other local higher education institutions.</td>
<td>City; LEDA; COC</td>
<td>I, II, III</td>
</tr>
<tr>
<td>• Diversify Downtown retail base; emphasize small business with unique products and customized service.</td>
<td>City</td>
<td>I, II</td>
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<tr>
<td>• Work with commercial property owners so that small business is not priced out of Downtown.</td>
<td>City</td>
<td>I, II, III</td>
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<tr>
<td>• Initiate efforts to attract franchisees for Arts &amp; Cultural District hotel and Depot Entertainment District movie theater.</td>
<td>City; CAE</td>
<td>I</td>
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<tr>
<td><strong>Marketing</strong></td>
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<tr>
<td>• Assess the current responsibilities of <em>Visit Lubbock, the Convention and Visitors Bureau</em>. Hire additional staff as necessary, or establish a separate marketing body, as appropriate. Responsibilities include but are not limited to:</td>
<td>City, VL</td>
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<tr>
<td>• Tourism promotion</td>
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<td>• Conference promotion</td>
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<tr>
<td>• Creation of marketing materials</td>
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<tr>
<td>• Creation of walking tours and other downtown-focused activities</td>
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<tr>
<td>• Create a public relations and marketing program designed to attract private investors and to uphold the vision of the plan.</td>
<td>City; DLG</td>
<td>I, II, III</td>
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<tr>
<td>• Work with local retailers/restaurants to expand hours of operation for weekends, evenings and holidays.</td>
<td>COC</td>
<td>II</td>
</tr>
<tr>
<td>• Develop targeting marketing materials to be used to recruit new businesses to Lubbock and the Downtown Core.</td>
<td>VL; City</td>
<td>I, II</td>
</tr>
<tr>
<td>• Commence a community wide discussion of labor force and workforce development initiatives to address current and future employer needs.</td>
<td>LEDA</td>
<td>I</td>
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<tr>
<td>• Maintain an accurate inventory of all commercial space in the Downtown Core to be used in the active pursuit of new business.</td>
<td>City; DLG</td>
<td>I, II, III</td>
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## ECONOMIC DEVELOPMENT

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<th>Action</th>
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<tr>
<td>• Initiate direct business outreach to encourage businesses to consider returning to the Downtown Core. Enlist both existing Core businesses and marketing personnel to make these contacts.</td>
<td>COC; LEDA; City</td>
<td>I, II, III</td>
</tr>
<tr>
<td>• Regularly maintain and update the Action Plan website, to inform residents on status of the plan, upcoming projects, meets and similar information.</td>
<td>City</td>
<td>I</td>
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<tr>
<td>• Designate a location, potentially City Hall, for graphic material—drawings, models—related to the Action Plan to be displayed, in order to build support and enthusiasm for revitalization.</td>
<td>City; COC</td>
<td>I</td>
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<tr>
<td>• Offer hospitality training for front-line employees that greet visitors such as gas station attendants, hotel and restaurant employees, area attraction volunteers and employees, local police and fire/emergency personnel.</td>
<td>VL; COC</td>
<td>I</td>
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<tr>
<td>• Develop a Downtown Core walking tour. Create alternate walking, bicycling or driving tours that focus specific interests or hobbies, such as heritage, agriculture, or music. Include activities, such as scavenger hunts, geared for children and families.</td>
<td>VL; City; PID</td>
<td>I</td>
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<tr>
<td>• Continue to produce marketing brochures aimed at tourists that indicate, with mapped locations, where festivals and related interest activities take place and ways to get there.</td>
<td>VL; PID</td>
<td>I, II, III</td>
</tr>
<tr>
<td>• Make the Downtown Core visitor friendly by updating tourism pamphlets and other information to market the retail streets and local festivals.</td>
<td>VL; City</td>
<td>I, II, III</td>
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<td></td>
<td>• Update/create tourism, local resident, and employee maps that identify retail and pedestrian streets, public parking, cultural, civic, and entertainment venues.</td>
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<tr>
<td>• Locate kiosks at strategic locations within the Downtown Core that include maps of Downtown, walking tours, locations of retail/restaurant establishments and related tourism functions.</td>
<td>City; VL; COC</td>
<td>I</td>
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<tr>
<td>• Initiate a public relations campaign focused on passing bond issues in 2008 election. Initiative should include public workshops.</td>
<td>City; COC; VL</td>
<td>I</td>
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<tr>
<td>• Conduct an assessment and inventory of local/regional historical assets to leverage in expanded Heritage Tourism promotion.</td>
<td>City</td>
<td>I</td>
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<tr>
<td>• Undertake marketing campaigns targeted at</td>
<td>VL; City</td>
<td>I, II, III</td>
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<tr>
<td></td>
<td>• Lubbock residents</td>
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<td>• West Texas residents</td>
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<td>• State residents</td>
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<td></td>
<td>• Southwestern US residents</td>
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<td></td>
<td>• National conference and event organizers</td>
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<tr>
<td>• Coordinate with hotel and conference center management to attract conferences and events, and to align downtown promotions with special events.</td>
<td>VL; City</td>
<td>I, II, III</td>
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### ECONOMIC DEVELOPMENT

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| ▪ Marketing responsibilities should also include scheduling the farmers’ market, artist days, street festivals and other activities within the Downtown.  
  ▪ Market and coordinate festivals to promote activities during every weekend of the high tourism season.  
  ▪ Coordinated efforts with Downtown businesses to remain open during these events should also take place.  
  ▪ Incorporate logistical aspects that mitigate adverse impacts upon downtown retailers. | VL; City; PID | I, II, III |
| ▪ Undertake a community outreach program to build support for and participation in Downtown Revitalization. Promote volunteer positions on revitalization committees, or with downtown-based organizations. | City; PID | I |
| ▪ Develop a series of articles highlighting Lubbock’s cultural, tourism and commercial treasures. Feature one each month in appropriate regional or national tourism publications. | City; VL; PID | I |
| ▪ Continue to work with local and regional media for placement of articles regarding downtown activities and developments. | City; VL; PID | II, III |

#### Arts, Entertainment & Culture

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<tr>
<th>Action</th>
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<tbody>
<tr>
<td>▪ Establish an “Art in Public Places” program that showcases local and regional artists.</td>
<td>City; CAE</td>
<td>II, III</td>
</tr>
</tbody>
</table>
| ▪ Support and expand outreach programs of local cultural bodies. Activities might include:  
  ▪ In-school programs  
  ▪ Representation at/ hosting of regional and national festivals/workshops/meets/competitions | City; CAE | II |
| ▪ Pursue opportunities for artists’ live/work studio spaces, particularly along Avenue J within the Arts & Cultural District. | City; CAE; DLG | II |
| ▪ Consider creation of an artist-in-residence program. | City; CAE; DLG | III |
| ▪ Identify opportunities/niches for additional museums and attractions that would contribute tourism appeal to the Downtown Core. | City; CAE | II |
| ▪ Pursue state cultural district designation, as recommended by the Lubbock Arts Alliance. Coordinate with LAA to spearhead this effort. | City; CAE | I |
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<tr>
<td>Review and update established economic incentive policies in context with goals for the Downtown Core. Potential areas include:</td>
<td>City; DLG</td>
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<tr>
<td>• Building permit and utility fee reductions and deferrals</td>
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<tr>
<td>• Historic preservation easements</td>
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<td>• Relocation assistance</td>
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<td>• Site clearing/demolition</td>
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<td>• Property tax abatement</td>
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<tr>
<td>• Historic preservation tax incentives</td>
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<tr>
<td>Coordinate and leverage application for grants/funding for physical, economic and tourism related funds.</td>
<td>City; DLG</td>
<td>I, II, III</td>
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<tr>
<td>Evaluate the feasibility of various financing options such as:</td>
<td>City, PID</td>
<td>I</td>
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<tr>
<td>• Tax Increment Financing (TIF)</td>
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<tr>
<td>• Public/Private partnerships</td>
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<td>• Public Improvement Districts (PID)</td>
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<td>• Economic Development Corporations</td>
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<td>• Texas Enterprise Fund</td>
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<td>• City/County Venue Tax</td>
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<tr>
<td>• General Obligation Bond Issue</td>
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<td>• SBA Section 504 loans</td>
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<tr>
<td>• Community Development Block Grants</td>
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<tr>
<td>• EDA grants and loans</td>
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<td>Contact local banks to:</td>
<td>DLG</td>
<td>I</td>
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<tr>
<td>• Set up low-interest loans for businesses, building purchase, start-up, and façade renovation.</td>
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<tr>
<td>• Utilize Community Reinvestment Act funds for preservation.</td>
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<tr>
<td>Explore establishment of a Community Development Foundation to oversee and administer non-traditional lending and finance programs.</td>
<td>City; DLG</td>
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<tr>
<td>Initiate fundraising effort to solicit required community contribution to Performing Arts Center.</td>
<td>COC; CAE</td>
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### POLICY & LAND USE

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</table>
| Incorporate *Downtown Lubbock 2020* as legal entity or contract with master developer to implement the Action Plan. Obtain agreement to participate from current Redevelopment Commission Members. Identify and solicit additional specialized members, as needed. Fund and staff DL2020 with an executive director and an assistant. Identify sub-groups of members responsible for:  
  - Public/private communication coordination  
  - Monitoring of development proposals and support those found favorable in front of appropriate approval boards  
  - Cultivate relationships with state officials to solicit on-going support for various current and future projects | City        | I     |
| Prepare and issue a Request for Qualifications (RFQ) package for Master Developer for the Downtown Core. | City        | I     |
| Request full proposals (Request for Proposal, or RFP) from leading 2 or 3 applicants from RFQ process. | City        | I     |
| Interview, select and contract Master Developer for the Downtown.     | City        | I     |
| Create and fill a new position under the office of the Assistant City Manager for Development Services. This position would have direct responsibility for oversight of the Downtown Action Plan implementation process and for assuring that downtown projects receive the full and undivided attention of City officials. | City        | I     |
| Take the Action Plan “on the road” to state and federal government representatives, legislative leaders, and executive departments, to inform and solicit support of the plan’s implementation. These include individuals and organizations of a public, private, and institutional nature as well as those having a local, regional, or national perspective. | City        | I     |
| Formally adopt Downtown Revitalization Action Plan as official City of Lubbock Policy. | City        | I     |
| Encourage developers to being the review process at the schematic design stage so that urban design, transportation, land use, signage, landscaping, streets, and pedestrian objectives can be met early on in the process. | City        | I     |
| Convene a Developers’ Roundtable to discuss current incentives and barriers to development within the Downtown Core. | City; DLG; COC | I     |
| Review *Design Standards for the Central Business District* (June 1999) to ensure compatibility with this Action Plan. Update and modify the *Standards* as necessary. Consider including more specific, binding language in the *Standards*. Include a map with the Standards, to clarify boundaries of each district, and overall scope of the Standards. | City        | I     |
| Adopt the proposed CB zone districts.                                  | City        | I     |
| Prioritize and promote Broadway- and Buddy Holly-facing sites as commercial infill sites. | City; DLG  | I     |
### POLICY & LAND USE

- Create a land trust/land bank mechanism that pools private and public funds to acquire strategic properties critical to Action Plan execution. Acquire properties in critical development positions, including:
  - All properties in two block area designated as Festival Park
  - Properties facing Festival Park
  - City; DLG

- Increase and diversify Downtown Core housing stock. Identify most appropriate market segment to initiate residential return to downtown. Categories include:
  - Senior housing
  - Empty-nesters
  - Affordable housing
  - Multi-family housing
  - High-density townhomes
  - Lofts and condominiums, for-rent and for-sale
  - Student housing
  - City; DLG; private sector

- Prepare an Avenue J strategy to complete façade renovation, new construction and tenanting in a compressed time frame. Public/private partnership may be necessary.
  - City; DLG

- Begin discussions with the County/jail for consolidation of services outside of Downtown Core.
  - City; County

- Identify potential conflicts between Preferred Plan uses and social services such as homeless shelters and soup kitchens. If conflicts exist, take early, pro-active action to find suitable relocation options.
  - City

- Re-evaluate liquor laws within the Downtown Core. Consider allowing package liquor sales to encourage new businesses.
  - DLG; private sector

- Establish a pro-active planning process to mitigate adverse impacts of streetscape improvements upon downtown businesses.
  - DLG

- Establish a policy for Downtown business deliveries. Deliveries should be restricted to certain streets or access points where feasible, and to certain times of the day.
  - City

- Ensure that solid waste removal is timed, along with deliveries, not to impede the peak hour flow of activities on streets and sidewalks.
  - City

Evidence that the plan results in a process for how problems should be addressed and prioritized, and evidence of the plan’s timetable
### URBAN DESIGN

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Streetscape</strong></td>
<td></td>
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<tr>
<td>Commence conceptual streetscape design for streets designated as Streets for People. Include the following streets:</td>
<td>City; private consultant</td>
<td>I</td>
</tr>
<tr>
<td>- Mac Davis Lane</td>
<td></td>
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<tr>
<td>- Glennna Goodacre extension</td>
<td></td>
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<tr>
<td>- 15th St</td>
<td></td>
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<tr>
<td>- Avenue J</td>
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<tr>
<td>- 16th St, Festival Park to Crickets Ave</td>
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<tr>
<td>- Buddy Holly to Broadway</td>
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<tr>
<td>Identify a specific streetscape handbook for downtown streets, or include detailed direction in the Design Standards for the Central Business District. This handbook should include:</td>
<td>City; private consultant</td>
<td>I</td>
</tr>
<tr>
<td>- How sidewalk pavement from building face to back of curb is handled on key retail/pedestrian streets vs. other downtown streets</td>
<td></td>
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<tr>
<td>- What amenities will be included based on the street typology. i.e. benches, trash receptacles, kiosks</td>
<td></td>
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</tr>
<tr>
<td>Formulate a brick streets plan, identifying streets to be removed and streets to be renovated. Prioritize streets adjacent to Phase I catalytic projects. Coordinate construction with utility activities to minimize construction disruption.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>Institute a street tree program that seeks to plant trees on all streets within the Core, whether in the parkway or in tree grates. If existing pedestrian and amenity zone is insufficient for sidewalk and tree plantings, consider reconstructing and narrowing the street to allow for tree plantings.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>Prepare a Citywide bicycle master plan.</td>
<td>City</td>
<td>II</td>
</tr>
<tr>
<td>Identify funding sources and implement a façade improvement or similar program to assist private property owners in improving the appearance of their buildings. Give priority and special attention to structures facing Buddy Holly, Avenue J and Broadway.</td>
<td>City; DLG; COC</td>
<td>I</td>
</tr>
<tr>
<td>Implement an ‘active windows’ program, where vacant ground-floor storefronts are used for window displays of local interest, activities and attractions.</td>
<td>City; COC; VL</td>
<td>I</td>
</tr>
<tr>
<td>Modify street sections as indicated in Action Plan:</td>
<td>City</td>
<td>II, III</td>
</tr>
<tr>
<td>- Ave Q: reduce number of lanes, add planted median, widen sidewalks, add bike lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Buddy Holly: remove parking on one side, add bike lanes</td>
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<tr>
<td>- Texas Ave: narrow cross-section, add parallel parking, add bike lanes, enhance and widen pedestrian zone</td>
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## URBAN DESIGN

<table>
<thead>
<tr>
<th>Action</th>
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<th>Phase</th>
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</thead>
<tbody>
<tr>
<td>▪ Standardize curb ramps within the Downtown Core. Ensure ADA-accessibility, and outline a replacement program for existing ramps as well as new ramps for streets to be rebuilt.</td>
<td>City</td>
<td>I, II, III</td>
</tr>
<tr>
<td>▪ Reduce the number of blank walls on buildings, particularly on north/south pedestrian streets that have few doors and lots of sides of buildings, replacing them with appropriate enhancements such as art, murals, screens of historic photos of downtown and the community.</td>
<td>City; COC, PID</td>
<td>I, II</td>
</tr>
<tr>
<td>▪ Relocate Walk of Fame to Depot Entertainment District Festival Park.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>▪ Create pedestrian promenade along 15th Street, from Festival Park to Arena/Baseball Stadium; require larger setbacks on north side of 15th Street to promote sun-friendly, outdoor pedestrian uses.</td>
<td>City</td>
<td>I, II</td>
</tr>
<tr>
<td>▪ Require existing private surface lots that do remain in the Downtown Core, particularly those facing Broadway, Buddy Holly and Ave J, to provide appropriate screening from the street, whether with plant materials or low walls.</td>
<td>City</td>
<td>I, II, III</td>
</tr>
<tr>
<td>▪ Expand the Broadway Banner Program to other parts of the downtown. Identify banners for each season and possibly special banners for special events.</td>
<td>City; COC; PID</td>
<td>I, II</td>
</tr>
<tr>
<td>▪ Explore establishment of a Downtown Streets Management Entity that immediately addresses the maintenance of sidewalks, striping, traffic control devices, street and pedestrian lights, and signage. This is typically, but not exclusively, associated with a formal established PID, BID or CID.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>▪ Install tenant directory signs within high volume pedestrian areas within the Downtown Core.</td>
<td>City; COC; PID</td>
<td>II</td>
</tr>
<tr>
<td>▪ Update the existing historic site survey. Utilize local historical society and architectural resources to evaluate existing building stock within the Downtown Core. Prioritize buildings on both ‘ends’ of the scale: to be retained and renovated, or to be replaced. File Design Historic Zone cases to protect existing building of architectural merit.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>▪ Sustain adequate maintenance of public areas including sidewalk and crosswalk surfaces, street and pedestrian lights, and readability of all Downtown signage.</td>
<td>City; PID</td>
<td>I, II, III</td>
</tr>
<tr>
<td>▪ Utilize pedestrian enhancements that add seasonal color to the streetscape, such as pots of annuals.</td>
<td>City; PID</td>
<td>I</td>
</tr>
<tr>
<td>▪ Maintain adequate lighting for safety and aesthetics.</td>
<td>City</td>
<td>I, II, III</td>
</tr>
<tr>
<td><strong>Parks &amp; Open Space</strong></td>
<td></td>
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<tr>
<td>▪ Create a Parks &amp; Open Space framework plan for the Downtown Core. Identify desired levels of service (acres of park per resident/worker). Map rough distribution of new parks/plazas (above and beyond those identified in the Action Plan) throughout the Core, so that these amenities are well-located and appropriately sized, not ‘left-over’ spaces.</td>
<td>City</td>
<td>I</td>
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</table>
### URBAN DESIGN

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible</th>
<th>Phase</th>
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<tbody>
<tr>
<td>Require an open space component to all new downtown residential</td>
<td>City</td>
<td>I, II, III</td>
</tr>
<tr>
<td>construction projects; open space may be aggregated on a multi-phase</td>
<td></td>
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<tr>
<td>project, or cash-in-lieu may be paid to fund public open space within</td>
<td></td>
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<tr>
<td>the Core.</td>
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<tr>
<td>Explore teaming opportunities with Texas Tech Department of Landscape</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>Architecture to utilize Downtown sites as 'problems' for student</td>
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<tr>
<td>design studios. This design work may act as a starting point for</td>
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<tr>
<td>large or small-scale renovation and revitalization efforts.</td>
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<tr>
<td>Remove surface parking adjacent to the old Post Office building along</td>
<td>City; private consultant</td>
<td>III</td>
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<tr>
<td>Buddy Holly; contract design and construction services for conversion</td>
<td></td>
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<tr>
<td>to a public park.</td>
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<tr>
<td>Enhance Courthouse park to better address Broadway. This project is</td>
<td>City; County</td>
<td>II</td>
</tr>
<tr>
<td>an excellent candidate for collaboration with a Texas Tech landscape</td>
<td></td>
<td></td>
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<tr>
<td>architecture studio.</td>
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</tbody>
</table>

### Signage & Wayfinding

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible</th>
<th>Phase</th>
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</thead>
<tbody>
<tr>
<td>Initiate a comprehensive signage and wayfinding program that makes it</td>
<td>City, COC, VL</td>
<td>I</td>
</tr>
<tr>
<td>easy to find and get around Downtown. Program should begin at the</td>
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<tr>
<td>airport and continue into the Downtown Core. Types of signage include:</td>
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<tr>
<td>- Gateways</td>
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<tr>
<td>- Directional signage</td>
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<tr>
<td>- Public parking signage</td>
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<tr>
<td>Complete design of new Gateway signage. Fund, construct and install 9</td>
<td>City, COC, VL</td>
<td>I, II</td>
</tr>
<tr>
<td>new signs at:</td>
<td></td>
<td></td>
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<tr>
<td>- Texas Ave &amp; 8th St</td>
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<td></td>
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<tr>
<td>- Broadway &amp; Ave East</td>
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<td></td>
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<tr>
<td>- Broadway &amp; Ave Q</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Ave Q &amp; 19th St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Ave Q &amp; Mac Davis Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Ave Q &amp; Marsha Sharp Freeway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Ave K &amp; Marsha Sharp Freeway</td>
<td></td>
<td></td>
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<tr>
<td>- 19th St &amp; Buddy Holly</td>
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<td></td>
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<tr>
<td>- 19th St &amp; Ave F</td>
<td></td>
<td></td>
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<tr>
<td>Amend relevant city ordinances/guidelines to enable building owners</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>and tenants to hang banners, awnings, signage, utilize sandwich</td>
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<td></td>
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<tr>
<td>boards, and add facade lighting and other building embellishments</td>
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<tr>
<td>that enliven the Downtown. All of these elements must be carefully</td>
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<tr>
<td>worded though to assure a consistent and not overwhelming/chaotic</td>
<td></td>
<td></td>
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<tr>
<td>outdoor environment.</td>
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<tr>
<td>Implement new logo and slogan. Use consistently on marketing</td>
<td>City, COC, LEDA, VL</td>
<td>I</td>
</tr>
<tr>
<td>materials and signage.</td>
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</tbody>
</table>
## TRANSPORTATION & UTILITIES

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible</th>
<th>Phase</th>
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<tbody>
<tr>
<td><strong>Parking</strong></td>
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<tr>
<td>- Evaluate a range of options for resolving immediate parking related issues. Alternatives may include:</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>- Establishing a short-term campaign program to identify existing underutilized parking areas.</td>
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<td>- Restriping to add spaces where feasible</td>
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<tr>
<td>- More strict enforcement</td>
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<tr>
<td>- Establishment of designated employee-parking areas at the periphery of the Downtown Core.</td>
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<tr>
<td>- Begin discussions with owners of private surface parking for shared parking and public parking programs.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>- Develop a parking management strategy. Focus on short-term parking and visitor lots. Evaluate existing hourly limits on parking—whether more parking should be limited, if time limits are appropriate, etc.</td>
<td>City</td>
<td>I</td>
</tr>
<tr>
<td>- Enforce both public and private parking restrictions</td>
<td>City; PID; property owners</td>
<td>I</td>
</tr>
<tr>
<td>- Explore shared-parking opportunities with existing churches within and immediate to the Core, as well as existing downtown businesses that have dedicated lots that are not in use in the evenings.</td>
<td>City; churches; COC; private owners</td>
<td>I</td>
</tr>
<tr>
<td>- Develop a standard public parking identification system that is attractive and easily identifiable by users. This standard signage should be used for all public lots and should clearly identify them as public.</td>
<td>City; COC</td>
<td>II</td>
</tr>
<tr>
<td>- Establish dedicated parking areas on the periphery of downtown for employees and owners of downtown establishments in order to alleviate spaces immediate to downtown establishments for short-term patron use. Institute a publicity campaign that emphasizes walking from satellite lots to work as an easy way to add exercise to a busy schedule.</td>
<td>City; COC</td>
<td>II</td>
</tr>
<tr>
<td>- Once solutions to downtown parking issues have been implemented, coordinate a community outreach campaign to change current perception of 'not enough parking'.</td>
<td>City; COC; VL</td>
<td>II</td>
</tr>
<tr>
<td><strong>Bikes &amp; Public Transit</strong></td>
<td></td>
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<tr>
<td>- Create recreational bike and pedestrian loops that allow non-vehicular access to parks just outside of the Downtown Core.</td>
<td>City; private consultant</td>
<td>III</td>
</tr>
<tr>
<td>- Provide adequate bicycle facilities at visitor destinations and public facilities, as well as on-street locations.</td>
<td>City; property owners</td>
<td>II</td>
</tr>
<tr>
<td>- Create a bike plan for all of Lubbock. Designate bike routes within the Downtown Core that link to larger City routes.</td>
<td>City</td>
<td>II</td>
</tr>
<tr>
<td>- Provide shuttle connection along Avenue J, between the Arts &amp; Convention District, and between Texas Tech and the Depot Entertainment District.</td>
<td>Citibus; City; PID</td>
<td>II</td>
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</tbody>
</table>
### TRANSPORTATION & UTILITIES

<table>
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<tr>
<th>Action</th>
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</table>
| • Prepare a comprehensive capital-improvements plan and program to anticipate and funding necessary for public infrastructure. Plan should align with phasing plan for catalytic projects, and cover:  
  ▪ Roadways  
  ▪ Water  
  ▪ Sewer  
  ▪ Electric  
  ▪ Telephone  
  ▪ Parks  
  ▪ Open space and trails  
  ▪ High-speed communication                                               | City        | I     |
| • Establish and promote a ‘Smart Building’ policy for the Downtown Core that requires all new construction to be smart buildings, and provides incentives for rehabilitation of existing buildings as smart buildings. (Smart buildings are buildings with appropriate high-speed fiber optic lines, adequate power and phone lines, etc.) | City        | I     |
| • Initiate discussions with utilities regarding consolidation and sharing of facilities. The goal is to remove utilities in E-W alleys, so that parcels can be consolidated for more attractive development opportunities. | City; DLG   | I     |
| • Work with utility companies to remove redundant or decommissioned infrastructure located in alleys. | City; DLG   | I     |
| • Realign Glenna Goodacre and extend North Overton-style streetscape to door of Civic Center. | City        | III   |
| • Realign Ave K/Ave L at library, to allow for relocation of library parking to east side. | City        | II    |
SECTION 5: FUNDING & PHASING

Funding Sources
As indicated in the previous recommendations section, there are a variety of funding mechanisms that should be explored for application to specific projects.

TAX INCREMENT FINANCING
Tax increment financing (TIF) is a tool that cities can use to publicly finance needed infrastructure improvements within a defined area. These improvements usually are undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. Lubbock is accustomed to TIF as it is the major public financing source in support of the Overton Park redevelopment. The City also has a downtown TIF in place.

Important in understanding TIF is that the property and the retail stores pay all taxes in full; there is no tax abatement. The value of the incentive is not in operating cost savings to the property owners or retailers, but in the capital costs where TIF pays some of those costs while the owner pays the rest. The owner does not have to absorb many of the costs of on-site or adjacent infrastructure improvements, nor does the property have to await the availability of normal capital improvements funding from the city.

The cost of TIF-eligible improvements to the area is repaid by the contribution of future tax revenues that would otherwise accrue to each taxing unit that levies taxes against the property. Specifically, each taxing unit can choose to dedicate all, a portion of, or none of the increased, or incremental, tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. Additional tax revenue that is received is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing the public improvements.

More recently, the Texas TIF law was amended to enable retail sales taxes for TIF. Thus, net new, or incremental, sales taxes generated because of a redevelopment project can be captured to pay for TIF-eligible expenses. Where a project includes a great deal of retailing (e.g., Overton Park), the combination of property and sales tax increments can be quite powerful.
Tax increment financing is initiated by petition of affected property owners. It can also be initiated by the city council if one of the following three criteria is met:

1. The area impairs the city’s growth, retards provision of housing, or constitutes a liability to the public health, safety, morals, or welfare because of a substantial number of substandard structures, sidewalks or street layout, faulty lot layouts, unsanitary or unsafe conditions, a tax or special assessment delinquency that exceeds the fair market value of the land, defective or unusual conditions of title, or conditions that endanger life or property by fire or other cause;

2. The area is predominantly open or, because of obsolete platting, deteriorating structures or other factors, it substantially impairs the growth of the city; or

3. The area is in or adjacent to a “Federally assisted new community.”

For downtown Lubbock, it is best at this time to focus the expenditures from TIF funds on underground utilities which are intended to induce additional development. All of downtown will benefit from these utility projects, so it is appropriate that all of downtown continue to be a TIF district.

**Public/Private Sector Partnerships**

When significant public incentives are required to make a project financially feasible public/private sector partnerships are often utilized. Through a legally binding agreement, both parties enter into a development agreement outlining the responsibilities, financial contributions and profit sharing for each party. Such an equity partnership can involve added risk by exposing the city to additional financial responsibilities should the project fail.

A potential application for a public/private sector partnership would involve the construction of multi-family, medium-density housing. The City of Lubbock could assist private developers through land acquisition and construction financing.
Map: Existing Downtown TIF
Public Improvement Districts
A PID offers cities and counties a means to levy and collect special assessments on property to accomplish any of the following improvements:

- water, wastewater, health and sanitation, or drainage improvements
- street and sidewalk improvements
- mass transit improvements
- parking improvements
- library improvements
- landscaping and other aesthetic improvements
- art installation
- pedestrian malls

A PID under Texas law is known more generically around the U.S. as a business improvement district, or BID, though different states have different names. Community Improvement District (CID) is another variant or name. PIDs are being initiated by a growing number of businesses and merchant associations in an effort to increase the competitiveness of their downtown environments in the context of their regional marketplaces. PIDs are mechanisms used by property owners and merchants in a defined district to “assess” themselves by adding to their property tax payments or valuation, or by imposing a separate fee per square foot of floor area or land area. These funds are then used to collectively provide services (e.g., maintenance, security, and marketing) and/or capital improvements (e.g., roads, parking facilities, and street furniture) that supplement those provided by the cities in which they operate.

In every instance, PIDs include some form of self-assessment, where the proceeds fund specific objectives that are defined by the members of the district (there may be some sort of oversight board of directors), and are implemented within the boundaries of that district. In addition to the self-imposed nature of the assessment, PID revenues differ from municipal taxes in that participants input on where and how their money is spent, thus increasing the likelihood of willing participation.
The Texas PID Assessment Act has quite a bit of public sector involvement in the creation and funding of a district, perhaps more than in some other states, though the effective outcome is the same. The act allows any city to levy and collect special assessments on property that is within the city. In effect, the city approves an added “tax” within the PID and collects it for the benefit of the PID, but the money can be spent only to the benefit of the PID. The statute authorizing the creation of PIDs is found in Chapter 372 of the Local Government Code.

**Texas Enterprise Fund**

The Texas Enterprise Fund was established in 2003 (and reauthorized in 2005) to allow the state to respond quickly and aggressively to opportunities to bring jobs and employers to Texas. The funds are used primarily to attract new business to the state or assist with the substantial expansion of an existing business as part of a competitive recruitment situation. Funds are also appropriated for a variety of economic development projects, including infrastructure development, community development, job training programs and business incentives, as well as to attract technology and biotechnology businesses and support university research.

To be eligible for Texas Enterprise Fund support, a project must demonstrate a significant return on the state’s investment and strong local support. The review process will consider a variety of factors associated with each project, including job creation and wages, capital investment, the financial strength of the applicant, the applicant’s business history, analysis of the relevant business sector, and public and private sector financial support. Before funds can be awarded, the Governor, Lieutenant Governor and Speaker must unanimously agree to support the use of the Texas Enterprise Fund for each specific project.
Economic Development Corporations

The Texas Development Corporation Act of 1979 allows municipalities to create nonprofit development corporations to promote new and expanded industry and manufacturing activity. The corporations operate separately from municipalities, with boards of directors that oversee their efforts. They are financed with a local option sales tax for economic development that is one of the most popular tools used by cities to promote economic development. Section 4A of the enabling legislation was added in 1989, which allowed development corporations to be funded by the imposition of a local sales tax. Section 4B was added in 1991 allowing the tax to promote a wider range of civic and commercial projects.

The Lubbock Economic Development Alliance (EDA) is already designated as a 4A economic corporation with a primary purpose of creating new jobs and investment within the city. In order to achieve this, it is comprised of two non-profit, 501-C corporations created by the Lubbock City Council: Lubbock Economic Development Alliance itself and Market Lubbock, Inc., which has the responsibility for promoting the city to encourage economic growth.

The Alliance, however, is responsible for and to the entire city of Lubbock, and not just Downtown. Thus, it is important for the Downtown Action Plan that a new entity be created (proposed herein as Downtown Lubbock 2020) as Downtown's principal advocate. DL 2020 would also coordinate its work with that of the EDA so that downtown's interests coincide with the interests of the entire city.
CITY/COUNTY VENUE TAX

In 1997, the sports and community venue project legislation was passed by the Texas legislature to finance the construction of stadium facilities for professional sports teams. The bill also provides a broad authority to finance a wide array of economic development projects. A “venue” can be a stadium, convention center, theater, park, zoo, museum, plaza, tourist development, or recreation system. Cities and counties may choose to propose a venue project tax to diversify the sources of revenue they have to promote a specific economic development project.

Revenue sources include sales tax, hotel occupancy tax, short-term motor vehicle rental tax, event parking tax, event admissions tax, and venue facility use tax. Both the tax and the venue project must be approved by the voters. In limited cases, venue sales tax can be proposed even if the city is already at its maximum sales tax rate; in such a circumstance, voters can approve an automatic reduction of an existing sales tax.

Once approved, bonds and other obligations to pay for the costs may be issued. These must be payable from and secured by the revenues in the venue project fund and must mature within 30 years of the date issued. Additionally, any such obligations must be approved by the Public Finance Division of the Texas Attorney General’s Office.

The Downtown Lubbock Action Plan has several catalytic projects that might qualify for use of venue taxes.

GENERAL OBLIGATION BOND ISSUE

A general obligation (G.O.) bond is simply a debt instrument sold in order to raise money to build civic structures. When the use of that structure has little or no revenues that might be directed toward capital improvements (paid for with the bond money), it may impose a property tax on all taxable property for the purpose of repaying the bonded indebtedness. Because the tax is imposed on everyone, it is known as a general obligation. Such bonds must be approved by the voters at an election on the issue.

Cities can issue G.O. bonds for permanent public improvements such as hospital sites, park purposes, airports, utility systems, parks or swimming pools, civic centers, auditoriums, museums, libraries, golf courses, tennis courts, and other municipal buildings such as swimming pools, golf courses, ballparks, and fairgrounds. Among the catalytic projects of the Downtown Action Plan, the 2007 Citizens Advisory Committee recommends that G.O. bonds help to finance the proposed performing arts center and the proposed renovation of the Memorial Civic Center.
**Small Business Association (SBA) Section 504 Loans**

The CDC/504 loan program is a long-term financing tool for economic development within a community. The 504 Program provides growing businesses with long-term, fixed-rate financing for major fixed assets, such as land and buildings. A Certified Development Company is a nonprofit corporation set up to contribute to the economic development of its community. CDCs work with the SBA and private-sector lenders to provide financing to small businesses.

Typically, a 504 project includes a loan secured with a senior lien from a private-sector lender covering up to 50 percent of the project cost, a loan secured with a junior lien from the CDC (backed by a 100 percent SBA-guaranteed debenture) covering up to 40 percent of the cost, and a contribution of at least 10 percent equity from the small business being helped.


**Community Development Block Grants (CDBG)**

CDBG funding is a federal program administered by the US Department of Housing and Urban Development (HUD). These grants are less project-specific in nature than many other grant programs, and accord a fair amount of discretion to state and local governments. Grantees, typically larger cities and urban counties, prepare goals for the CDBG funds; public meetings are a key part of the CDBG process, in order to assure that funds are used for desired projects. Projects must also demonstrate alignment with broad HUD priorities, including low- and moderate-income housing.

CDBG funds may be used for a wide variety of community development activities. Projects may be hard infrastructure (water, sewer, sidewalk construction or repair), upgrades/construction of community facilities, or economic/job development efforts. Acceptable uses of funds also include real estate acquisition, relocation, demolition, rehabilitation or conversion/re-purposing of existing buildings (housing, commercial, civic).
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) 
grants and loans

Another federal agency, the Economic Development Administration (EDA) has a number of programs that assist communities in rehabilitation and revitalization efforts. Two programs in particular that should be explored by agencies charged with Lubbock’s revitalization efforts are the Public Works and Economic Development Program, and the Economic Adjustment Assistance Program.

Public Works and Economic Development investments help support the construction or rehabilitation of essential public infrastructure and facilities necessary to generate or retain private sector jobs and investments, attract private sector capital, and promote regional competitiveness, including investments that expand and upgrade infrastructure to attract new industry, support technology-led development, redevelop brownfield sites and provide eco-industrial development.

The Economic Adjustment Assistance Program provides a wide range of technical, planning and infrastructure assistance in regions experiencing adverse economic changes that may occur suddenly or over time. This program is designed to respond flexibly to pressing economic recovery issues and is well suited to help address challenges faced by U.S. regions and communities.

TEXAS CAPITAL ACCESS PROGRAM

The Texas Capital Access Program was established to increase the availability of financing for businesses and non-profit organizations that face barriers in accessing capital. It encourages financial institutions to support businesses that do not meet the requirements of conventional loans, lack sufficient collateral to qualify for conventional financing, or do not meet other business requirements. Eligible borrowers must be either a small or medium-size business with less than 500 employees, a non-profit organization, or domiciled in this state or having at least 51 percent of its employees located in this state. The proceeds may be used for working capital or the purchase, construction, or lease of capital assets, which include buildings and equipment.
LINKED DEPOSIT PROGRAM

The Linked Deposit Program was established to encourage lending to historically underutilized businesses, childcare providers, nonprofit corporations and/or small businesses located in an enterprise zone. This program offers lenders and borrowers a lower cost of capital. Participating lenders pay a lower interest rate on the linked deposit received from the State. Loan amounts range from $10,000 to $250,000. Eligible businesses may use the proceeds of a Linked Deposit loan for a variety of needs, including working capital, and the purchase, construction or lease of capital assets, which include land, buildings and equipment. Loans to start-up businesses are permissible, subject to the lender’s normal credit evaluation.

CHAPTER 380 FINANCING

Chapter 380 of the Local Government Code provides legislative authority for Texas municipalities to provide a grant or a loan of city funds or services in order to promote economic development. Cities have utilized the provisions under this law to provide a wide array of incentives that have drawn businesses and industries to locales throughout Texas. This statute basically provides for loans and grants of city funds, as well as the use of city staff, city facilities, or city services at minimal or no charge. Whether a city provides any such incentive is completely discretionary.

TEXAS HISTORICAL COMMISSION MAIN STREET CITY PROGRAM

Each year, the Texas Historical Commission selects up to five Texas cities and urban areas as official Texas Main Street cities. Selected communities are eligible to receive a range of services, including design assistance, economic development training, tourism promotion and merchandising advice. Selected cities must commit to a 3-year program.
Funding Split

Who pays for revitalization is a big question, perhaps the question. The answer is complicated, and depends not only on the element in question, but also on factors such as phasing and market demand.

This Action Plan assumes three sources of capital financing: private, public, and civic.

PRIVATE FUNDS

‘Private’ refers to funding by private corporations, such as developers. Private money seeks investment opportunity, projects that will produce a profit within a short- to medium-term timeframe. For this reason, private funding can be difficult to attract during early phases of a project, or in an untested market.

PUBLIC FUNDS

‘Public’ refers to funding by a public entity, usually a government body such as a city, county, or state. Federal money is also considered public. Public money is typically not spent with expectation of a profit, but rather on projects that are expected to contribute to the common good, whether it be through provision of essential services such as utilities, or public resources such as a convention center. Although it does not seek a profit and depending on source (such as general issue bonds), public money may require return on investment, such as increased tax revenue, so that the money can be repaid and used for further public improvements. Again depending on source, public funding may or may not be considered ‘patient’ money, funds that can be used for projects with a long-term timeframe for return.

CIVIC FUNDS

‘Civic’ refers to two broad categories of donations: from community members (avoiding the term ‘private citizens’, so as not to be confused with ‘private funds’) and from organizations and foundations.

Community funding would represent funds from money-raising campaigns (‘Donate to the new Performing Arts Center!’) or even nominal ‘sales’ (‘Buy a brick to support the new streetscape program.’)

Foundational funding includes grants and similar funding from philanthropic individuals, foundations, or organizations. Again, although these are private organizations, the monies received from them is a different category than ‘public funds.’
Projecting Funding Split

Some projects, as public resources, will obviously require most of their funding to be public. The Civic Center renovation and expansion is one such project. The City can expect to see increased tax revenue from more frequent conventions, and an indirect increase in revenue from increased spending in the community by conventioneers, but there is little attraction for a private developer to invest in this project. Civic donations will likely be minimal, as the project does not appeal to any particular niche, such as supporters of the arts.

In contrast, although the Performing Arts Complex is also a project with heavy public funding, it can expect to garner a fair amount of civic funding, through it’s broad spectrum appeal to concert-goers, dance lovers, and the like.

The arena is yet a third case of a heavily public funded project. The nature of this facility, however, opens up the possibility for ‘private’ funding in the form of naming rights. In this case, a private corporation will pay a fee to have the arena carry the name of the company, permanently or for a specified time period, at which time the contract may be renewed or the facility may be renamed.

Other projects will have different funding structures depending upon their phasing and the success of initial revitalization efforts. An example of this type of project is new residential construction. Early residential, or residential mixed-use, projects will likely need a significant amount of public subsidy, because of the unproven nature of the downtown residential market. This uncertain environment poses additional risk for investors, and makes it more difficult to attract one willing to take this chance. This public contribution might be a public/private partnership in which the City puts up actual funding. Contribution could also take the form of utility installation, rebated fees or taxes, or similar programs. Once redevelopment has become to show results, property values will rise, potential profits are greater, and projects become more attractive to developers. For this reason, mid- and later-phase residential can be expected to require much less public involvement.

Project Break-Down

The chart on the next page shows the projected costs, phasing, and funding split of the major components of the Preferred Plan. Detailed analysis by District can be found in the appendices of this document.
## Downtown Revitalization Action Plan

**Supporting Elements**

### Streets and Utilities

<table>
<thead>
<tr>
<th>Size</th>
<th>Development/Construction Costs</th>
<th>Sources of Capital Financing</th>
<th>Early Phase 1 to 4 Years</th>
<th>Mid Phase 5 to 8 Years</th>
<th>Late Phase 9 to 12 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>$359,360,000</td>
<td>$39,243,000</td>
<td>$70,790,000</td>
<td>$28,320,000</td>
<td>$2,420,000</td>
<td>$114,000,000</td>
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<tr>
<td>$429,940,000</td>
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### Other Market-Based Development

<table>
<thead>
<tr>
<th>Size</th>
<th>Development/Construction Costs</th>
<th>Sources of Capital Financing</th>
<th>Early Phase 1 to 4 Years</th>
<th>Mid Phase 5 to 8 Years</th>
<th>Late Phase 9 to 12 Years</th>
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</thead>
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<tr>
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<td>$45,095,000</td>
<td>$130,000</td>
<td>$0</td>
<td>$228,475,000</td>
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</table>

### Key Existing or "On the Board" Projects

<table>
<thead>
<tr>
<th>Size</th>
<th>Development/Construction Costs</th>
<th>Sources of Capital Financing</th>
<th>Early Phase 1 to 4 Years</th>
<th>Mid Phase 5 to 8 Years</th>
<th>Late Phase 9 to 12 Years</th>
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</thead>
<tbody>
<tr>
<td>$1,84,765,100</td>
<td>$71,971,000</td>
<td>$381,363,200</td>
<td>$84,838,900</td>
<td>$282,950,500</td>
<td>$316,332,000</td>
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</table>

### Percent of Total

- Wal-Mart: 85%
- Pad Retail: 8%
- Pad Office: 7%

### TOTAL DOWNTOWN DEVELOPMENT COST (excluding "on the board")

- $1,84,765,100
- $381,363,200
- $282,950,500
- $316,332,000
Phasing

This Action Plan assume three phases of four years each. Projects may be fast-tracked or delayed, and the total length of the phases may change, depending on market conditions and available funding.

That said, the general phasing plan presented at right is based on four factors: available funding, wow! factor, need for the facility, and projected absorption.

Available Funding

It would be wonderful to build all the projects recommended in the Action Plan within the next five years. Even with extremely effective fundraising and a talented grantwriter, however, there is a finite amount of funding available. For this reason, it is simply not possible to build all the big-ticket items at once. It is necessary to consider how much financial burden various sources can bear, the potential advantages of each project, and to formulate the right mix of projects to take advantage of but not overtax that funding.

Wow! Factor

Lubbock needs to demonstrate that the city is serious about revitalization. For this reason, projects must also be assessed for their visibility, and their ability to excite both residents and potential investors.

Need

Some facilities are accorded higher priority because of a pressing need within the community. In cases like this, either the facility does not exist and there is a demonstrated need, or a facility does exist but is in poor or outdated condition. The Performing Arts Center and Civic Center Renovation have both been placed on the list of Phase I projects for this reason.

Projected Absorption

Residential, office and commercial are all dependent upon tenants to occupy or buy them. It is important not to flood the market with too much product, a situation which would result in empty storefronts or dwellings. Unused product reflects negatively on downtown, discourages further investment, and pushes down prices on current properties. For this reason, these types of products are projected to come into the market in all three phases, piquing interest in the first phase, ramping up in the middle phase once downtown value has been established, and filling in remaining gaps in the final phase.
Phasing Map
Economic & Fiscal Impact
If the Downtown Lubbock Revitalization Plan is constructed as presently delineated (excluding "on the board" projects that are already in place), the following estimated economic and fiscal impacts could occur over the 12-year period anticipated by the plan, all stated in 2007 dollar values.

Construction Jobs
Overall, 10,040 construction jobs would be created during the 12 years of projected development.

But it is more accurate to project that the annual average number of construction jobs will be one-twelfth that number, or 840 per year. Some years will have more, some less, depending on the specific projects under construction.

• 599 jobs per year during Phase I
• 1,241 jobs per year during Phase II
• 670 jobs per year during Phase III

These jobs would constitute a substantial share of Lubbock County’s construction jobs which presently number about 9,500 according to federal statistics. Thus, downtown revitalization could command six to 13 percent of the construction labor force in any year – an indicator of the economic impact that can be engendered. Indeed, with downtown revitalization, an increase in the construction labor force may occur as more workers are attracted to Lubbock.

Permanent Jobs
When fully built out, the “new” jobs added to downtown that are reflected in the Revitalization Plan would total 7,480.

• 1,785 in Phase I projects
• 3,697 in Phase II projects
• 1,997 in Phase III projects

Catalytic projects would support 1,408 permanent jobs; supporting elements would support 343 permanent jobs. Other market development would support 5,729 permanent jobs. Each job in the catalytic and supporting projects would, therefore, leverage an additional 3.3 jobs in Downtown Lubbock.

If those 7,480 permanent jobs were in place today, they would represent almost five percent of the jobs in Lubbock County.
Property Taxes

The full build-out of the revitalization plan could result in increased property taxes paid to all relevant taxing jurisdictions of almost $4.1 million per year (in 2007 dollars). This figure excludes the several major catalytic projects that would likely be tax exempt, such as the renovated Civic Memorial, the performing arts center, and possibly the arena.

The tax base would be enhanced by the private sector investments that would take place as a result of the catalytic projects, and there would be a “ramping up” to the total amount over the 12-year horizon as projects are constructed and occupied.

Assuming an increase of one-twelfth per year, this would cumulatively add about $339,000 in tax payments each year, on average. The early years are programmed more heavily in favor of the catalytic projects that are intended to leverage future private investment. So the actual impact on property taxes will not be as strong in the first few years of revitalization until the private market begins to follow the lead of the catalytic projects.

Sales Taxes

Full build-out of the revitalization plan could result in increased retail sales taxes paid to the City of Lubbock about $3.1 million per year (in 2007 dollars).

Assuming an increase of one-twelfth per year, this would cumulatively add about $258,000 in tax payments each year, on average. As with property taxes, and due to the early years’ heavy catalytic project program, the actual impact on sales taxes will not be as strong in the first few years of revitalization until the private market begins to follow the lead of the catalytic projects.
## DIRECT ECONOMIC AND FISCAL IMPACTS FROM DOWNTOWN REVITALIZATION

**Lubbock, Texas**

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
<th>ANNUAL AVERAGE</th>
<th></th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>Construction</td>
<td>Construction</td>
<td>Permanent Jobs</td>
<td>Property Taxes</td>
<td>Sales Taxes</td>
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<tr>
<td></td>
<td>Jobs</td>
<td>Jobs</td>
<td>Jobs</td>
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<tr>
<td>Phase I</td>
<td>2,396</td>
<td>599</td>
<td>1,785</td>
<td>$972,156</td>
<td>$739,440</td>
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<tr>
<td>Phase II</td>
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<td>1,241</td>
<td>3,697</td>
<td>2,013,307</td>
<td>1,531,359</td>
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<tr>
<td>Phase III</td>
<td>2,681</td>
<td>670</td>
<td>1,997</td>
<td>1,087,537</td>
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<td><strong>Total</strong></td>
<td><strong>10,040</strong></td>
<td><strong>840</strong></td>
<td><strong>7,480</strong></td>
<td><strong>4,073,000</strong></td>
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<td>Catalytic Projects</td>
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<td>Supporting Elements</td>
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<td>343</td>
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<td>Streets &amp; Utilities</td>
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<td>-</td>
<td>-</td>
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<td>Other Market Development</td>
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<td>317</td>
<td>5,729</td>
<td>2,355,000</td>
<td>2,038,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>10,040</strong></td>
<td><strong>840</strong></td>
<td><strong>7,480</strong></td>
<td><strong>4,073,000</strong></td>
<td><strong>3,098,000</strong></td>
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<tr>
<td>Gateway Retail District</td>
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<td>27</td>
<td>614</td>
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<td>Arts &amp; Convention District</td>
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<td>210</td>
<td>742</td>
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<td>850,000</td>
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<td>Central Business District</td>
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<td>Residential District</td>
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<td>620</td>
<td>1,339,000</td>
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<td>Depot District</td>
<td>1,732</td>
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<td>983</td>
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<td>Business Retail District: Avenue J</td>
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<td>40</td>
<td>818</td>
<td>300,000</td>
<td>463,000</td>
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<tr>
<td>Transition District</td>
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<td>29</td>
<td>834</td>
<td>193,000</td>
<td>325,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>10,040</strong></td>
<td><strong>840</strong></td>
<td><strong>7,480</strong></td>
<td><strong>4,073,000</strong></td>
<td><strong>3,098,000</strong></td>
</tr>
</tbody>
</table>
Multiplier Effects Throughout Lubbock County

Direct construction expenditures during the 12 years are projected to total $1,184,765,000 (in 2007 dollars), or an average of about $98.7 million per year. This level of annual expenditures should trigger:

- 1.86 times that amount, or $184 million, in added economic activity (similar to the gross domestic product) in Lubbock County in an average year, thus stimulating the following:
  - $114 million in added annual earnings for the Lubbock County labor force (which would likely cause the labor force to grow), and
  - 3,210 jobs per year in the Lubbock County economy in addition to those created by the planned downtown revitalization

Annual expenditures by the catalytic, support, and market-based projects that are anticipated in the revitalization plan should collectively total $533 million per year when fully operational. As noted earlier, these projects would employ 7,480 people. These direct impacts should trigger:

- 1.75 times that amount, or $935 million in added economic activity in Lubbock County in an average year, thus stimulating
  - $481 million in added annual earnings for the Lubbock County labor force, and
  - 15,200 jobs per year in the Lubbock County economy in addition to those created by the planned downtown revitalization

During the 12 years of revitalization anticipated by the plan, the direct and multiplier numbers will "ramp up" to the totals indicated above, though the "ramp" will likely not be smooth. Some years will be stronger than others as different kinds of projects are completed and begin to stimulate their individual multiplier effects.

Also during those 12 years, there will be a mix of impacts from both construction and normal business operations. After 12 years, the impacts of construction will disappear – unless, of course, the completed projects stimulate additional economic impacts and further construction in later years. Indeed, such growth in later years is a goal of the plan to assure a strong and sustainable downtown economy.

Some of the multiplier effects should also be anticipated to be captured downtown. While the available multiplier coefficients apply only to Lubbock County, there is no reason that downtown Lubbock cannot capture some of the multiplier effects in addition to the direct effects included in the various catalytic, support, and market-based projects of the plan.
## Projected Annual Average Multiplier Impacts from Downtown Lubbock Revitalization

<table>
<thead>
<tr>
<th>Sector</th>
<th>Average Annual Direct Economic Activity</th>
<th>Direct Jobs by Sector</th>
<th>Multipliers from U.S. Dept of Commerce</th>
<th>County-wide Economic Impacts</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Output Earnings</td>
<td>Jobs (per $million of output)</td>
<td>Output, or Overall Economic Activity</td>
<td>Earnings for Lubbock County Labor Force</td>
</tr>
<tr>
<td>Construction</td>
<td>$98,730,000</td>
<td>837</td>
<td>1.86 0.62 17.5</td>
<td>$183,539,000 $114,271,000</td>
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<tr>
<td>Annual Business Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Retail</td>
<td>$51,656,000</td>
<td>1,174</td>
<td>1.71 0.53 20.2</td>
<td>$88,228,000 $46,805,000</td>
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<tr>
<td>Eating &amp; Drinking/Entertainment</td>
<td>$92,300,000</td>
<td>1,846</td>
<td>1.77 0.49 26.8</td>
<td>$163,602,000 $79,821,000</td>
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<tr>
<td>Offices</td>
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<td>1.76 0.52 13.0</td>
<td>$665,496,000 $344,754,000</td>
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<td>Residential</td>
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<td>18</td>
<td>1.15 0.33 11.2</td>
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<td>Arts, Museums, and Related</td>
<td>$2,240,000</td>
<td>35</td>
<td>1.83 0.62 26.2</td>
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<td>Hotels</td>
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<td>Total from Operations</td>
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<td>7,480</td>
<td>1.75 0.51 16.3</td>
<td>$935,213,000 $481,367,000</td>
</tr>
</tbody>
</table>
February 11, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: 19088 Metro Tower Lofts Concerted Revitalization Plan
Central Business District TIF and the Downtown Revitalization Action Plan

Dear Ms. Holloway,

On behalf of the City of Lubbock (the "City") and the Central Business District Tax Increment Financing Reinvestment Zone (the "CBD TIF") Board of Directors, the let me introduce you to Downtown Lubbock, its history, and our revitalization efforts for the future.

Downtown Lubbock – chock full of iconic landmarks, red brick streets, and rich cultural history – like many American downtowns, lost significant economic and social vitality with highway expansion and urban sprawl in the 1960’s. Unfortunately, this loss was exacerbated by a devastating 1970 tornado that destroyed 600 business and 10,000 homes in Lubbock. As stewards of the City, we understand that a thriving downtown is paramount to a thriving community, and so we are making Downtown Lubbock a redevelopment priority.

The City has dedicated a significant amount of energy, hours, and funds to reactivate Downtown Lubbock. While this level of revitalization has certainly been a collaborative endeavor with several stakeholders, the City formally spearheaded these efforts through the adoption of the CBD TIF in December, 2001. The goals and objectives of the CBD TIF are outlined in its Financing Plan and Project Plan, both of which were updated and readopted in 2017. The goals of the CBD TIF currently include the following:

- Increasing residential and commercial development in the Central Business District;
- Implementing Downtown Lubbock revitalization initiatives;
- Working with a committee of citizens to spearhead private investment in the CBD TIF; and,
- Coordinating a Utility Plan for public improvements in Downtown Lubbock.

As it stands, the City has planned and budgeted more than $50 million worth of projects to be completed within the CBD TIF boundary. Some of these projects include a new Civic Center Headquarters Hotel, infrastructure and utility upgrades, public art projects, landscaping, the development of greenways, the development of public parking facilities, and obtaining professional services for design and planning work. In all, the taxable value of real property within the CBD TIF boundary is expected to be over $350 million by the end of 2040 – the expiration of the CBD TIF. The improvements in CBD TIF will lead to an appropriate area for the placement of housing that is safe and conveniently located to places to learn, work, and play. Metro Tower Lofts will be a welcome provider of affordable housing in an area experiencing revitalization.

The CBD TIF instituted and funded the 2008 Downtown Revitalization Action Plan (the "2008 Plan"), which provides guidance on short- and long-term projects in Downtown Lubbock, and allocates the funding needed to complete these projects. The 2008 Plan was developed over the course of several months and included three public meetings that established goals and objectives, identified catalytic projects, and produced what is known as the Preferred Plan for Downtown. The final implementation strategy and the 2008 Plan’s projects utilize the following four key community development components:
• Economic Development;
• Policy and Land Use;
• Urban Design; and
• Transportation and Utilities.

The City is implementing the 2008 Plan in four phases, with the CBD TIF Fund being the primary mechanism through which all of the phases will be completed.

The CBD TIF, guided by its Financing and Project Plans and the 2008 Plan, is having a tremendous impact on the economic conditions and quality of life for the residents and business owners in Downtown Lubbock. The goals of the CBD TIF are on track to be accomplished on schedule with secure and committed funding from the City and other sources. The City projects that CBD TIF’s initiatives will create more than 10,000 construction jobs, more than 7,000 permanent jobs, and an additional $250 million increase in taxable value for property within the CBD TIF. We are thrilled to see the transformative impact that the CBD TIF has had on Downtown Lubbock and the City at large, and we are looking forward to the continued improvement and prosperity that the CBD TIF will bring to Downtown Lubbock.

Additionally, Downtown Lubbock has a lot of exciting developments taking place with its private partners. We have worked tirelessly to ensure the success of the following public and private investments:

• The Buddy Holly Hall of Performing Arts and Sciences will be the cultural hub of Lubbock, home to Ballet Lubbock, the Lubbock Symphony Orchestra, and the Lubbock ISD Visual and Performing Arts. This state-of-the-art facility is valued at over $150 million, and construction is scheduled to be completed in early 2020 – all with private funding.
• The City recently purchased a historic building at the intersection of 14th Street and Avenue K that had seen better days. The City will use the building as its new City Hall and Municipal Court, and so the City is investing more than $7,000,000 in what will be called “Citizen’s Tower”.
• When Citizen’s Tower is completed, South Plains College will move into our current City Hall building, which will bring around 2,500 students into Downtown Lubbock on any given weekday.
• Finally, there is a multitude of dining and entertainment investments in Downtown Lubbock including: the West Table Kitchen and Bar; several breweries; three local wine tasting venues in the works; and, more retail and dining options sure to open when the projects listed above near completion.

The Metro Tower is the tallest building in the City and has been predominantly vacant since the 1970 tornado. The revitalization of the Metro Tower building proposed by Metro Lofts Housing Partners will have an exceptional effect of the vitality of Downtown Lubbock and the City as a whole. Both the City and the CBD TIF Board of Directors consider the development of the Metro Tower Lofts as contributing more than any other development to the concerted revitalization efforts in both the CBD TIF and the 2008 Plan. The improvements in the planning area will lead to an appropriate area for the placement of housing and the Metro Tower Lofts will be a welcome provider of affordable housing in an area undergoing revitalization.

Please feel free to contact me if you have any questions about the CBD TIF, the 2008 Plan, or the City’s concerted revitalization planning efforts in the Downtown Lubbock.

Sincerely,

Bill Howerton - Deputy City Manager
1625 13th Street | Lubbock, TX 79401 | (806) 775-2300 | bhowerton@mylubbock.us
Evidence that the CRP was adopted via Resolution and through a process for public input

First Reading
November 15, 2001
Item No. 24

Second Reading
December 3, 2001
Item No. 17

ORDINANCE NO. 2001-00091

AN ORDINANCE DESIGNATING AND DESCRIBING THE BOUNDARIES OF A TAX INCREMENT FINANCING REINVESTMENT ZONE FOR THE CENTRAL BUSINESS DISTRICT OF LUBBOCK, TEXAS; ESTABLISHING THE DURATION OF THE ZONE; ESTABLISHING A TAX INCREMENT FUND; AND ESTABLISHING A BOARD OF DIRECTORS FOR THE TAX INCREMENT FINANCING REINVESTMENT ZONE.

WHEREAS, the City Council of the City of Lubbock, Texas, (the “City”), desires to promote the development of the Central Business District of the City of Lubbock by the creation of a Tax Increment Financing Reinvestment Zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon’s Texas Codes Annotated (the “Act”); and

WHEREAS, the City has called a public hearing to hear public comments on the creation of the proposed Tax Increment Financing Reinvestment Zone and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 15th day of November, 2001, at 11 o’clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the creation of the Tax Increment Financing Reinvestment Zone, the boundaries of the proposed Tax Increment Financing Reinvestment Zone, whether all or part of the territory which is described in Exhibit “A” attached hereto and depicted on the map attached hereto as Exhibit “B” should be included in such proposed Tax Increment Financing Reinvestment Zone, the concept of tax increment financing and the appointment of a board of directors of the proposed Tax Increment Financing Reinvestment Zone; and
WHEREAS, all owners of property located within the proposed Tax Increment Financing Reinvestment Zone and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the creation of the proposed Tax Increment Financing Reinvestment Zone and/or the inclusion of their property in such Tax Increment Financing Reinvestment Zone; and

WHEREAS, the proponents of the Tax Increment Financing Reinvestment Zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Tax Increment Financing Reinvestment Zone, and opponents of the Tax Increment Financing Reinvestment Zone were given the opportunity to appear to contest creation of the zone, after which the hearing was closed;

NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on adoption of the Tax Increment Financing Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law and delivered to all taxing units overlapping the territory inside the proposed Tax Increment Financing Reinvestment Zone.

b) That creation of the proposed Tax Increment Financing Reinvestment Zone with boundaries as described in Exhibits “A” and “B” will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the Tax Increment Financing Reinvestment Zone.

CBD TIF Ordinance

Page 2
Evidence of the area targeted for revitalization

c) That the Tax Increment Financing Reinvestment Zone, as defined in Exhibits “A” and “B”, meets the criteria for the creation of a Tax Increment Financing Reinvestment Zone set forth in the Act in that:

   (i) It is a contiguous geographic area located wholly within the corporate limits of the City.

   (ii) It substantially impairs the sound growth of the municipality creating the zone or constitutes an economic or social liability in its present condition and use because of the presence of:

       a. A substantial number of deteriorated, or deteriorating structures;

       b. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness; and/or

       c. The deterioration of site or other improvements;

d) That 10 percent or less of the property in the proposed Tax Increment Financing Reinvestment Zone, excluding property that is publicly owned, is used for residential purposes.

e) That the total appraised value of all taxable real property in the proposed Tax Increment Financing Reinvestment Zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing Tax Increment Financing Reinvestment Zones within the City, according to the most recent appraisal rolls of the City, does not exceed 15 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City.

f) That the proposed Tax Increment Financing Reinvestment Zone does not contain more than 15 percent of the total appraised value of real property taxable by a county or school district.

g) That the improvements in the Tax Increment Financing Reinvestment Zone will significantly enhance the value of all taxable real property in the Tax Increment Financing Reinvestment Zone.
h) That the development or redevelopment of the property in the proposed Tax Increment Financing Reinvestment Zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. That the City hereby creates a Tax Increment Financing Reinvestment Zone over the area described in Exhibit "A" attached hereto and depicted in the map attached hereto as Exhibit "B" and such Tax Increment Financing Reinvestment Zone shall hereafter be identified as the Central Business District Tax Increment Financing Reinvestment Zone, City of Lubbock, Texas (the "Zone" or "Tax Increment Financing Reinvestment Zone").

SECTION 4. That there is hereby established a board of directors for the Zone, which shall consist of nine (9) members. The board of directors of Central Business District Tax Increment Financing Reinvestment Zone shall be appointed as follows:

a) Five (5) members shall be appointed by the City Council, one (1) member shall be appointed by the Commissioner’s Court of Lubbock County, one (1) member shall be appointed by the Lubbock Independent School District; one (1) member shall be appointed by Lubbock County Hospital District; and one (1) member shall be appointed by High Plains Water Conservation District; provided, however, that if a taxing unit waives its right to appoint a member of the board, the City may appoint such board member instead. The initial board of directors shall be appointed by resolution of the governing bodies of the City and the taxing units as provided herein within sixty (60) days of the passage of this ordinance or within a reasonable time thereafter. All members appointed to the board shall meet the eligibility requirements set forth in the Act.

b) The terms of the board members shall be two-year terms. The City Council shall designate a member of the board to serve as chairman of the board of directors, and the board shall elect from its members a vice chairman and other officers as it sees fit.
c) The board of directors shall make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and Tax Increment Financing Reinvestment Zone financing plan for the Zone and must submit such plans to the City Council for its approval. The board of directors shall possess all powers necessary to prepare, implement and monitor such project and financing plans for the Tax Increment Financing Reinvestment Zone as the City Council considers advisable including the submission of an annual report on the status of the Zone.

SECTION 5: That the Zone shall take effect on January 1, 2001, and that the termination of the Zone shall occur on December 31, 2020, or at an earlier time designated by subsequent ordinance of the City Council in the event the City determines that the Zone should be terminated due to insufficient private investment, accelerated private investment or other good cause, or at such time as all project costs and tax increment bonds, if any, and the interest thereon, have been paid in full. The termination date may also be extended by subsequent ordinance of the City Council.

SECTION 6: That the Tax Increment Base for the Zone which is the total appraised value of all taxable real property located in the Zone, is to be determined as of January 1, 2001, the year in which the Zone was designated a Tax Increment Financing Reinvestment Zone.

SECTION 7: That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into such sub-accounts as may be authorized by subsequent resolution or ordinance, into which all Tax Increments, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any sub-accounts are to be maintained in an account by the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from the sale of any tax increment bonds and notes hereafter issued by the City, revenues from the sale of any property acquired as part of the tax increment financing plan and other revenues to be dedicated to and used in the...
Zone shall be deposited into such fund or sub-account from which money will be disbursed to pay project costs for the Zone or to satisfy the claims of holders of tax increment bonds or notes issued for the Zone.

SECTION 8: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

AND IT IS SO ORDERED

PASSED by the City Council on first reading this 15th day of November, 2001.
PASSED by the City Council on second reading this 3rd day of December, 2001.

WINDY SITTON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer
Managing Director of Planning

APPROVED AS TO FORM:

Linda L. Chamales
Supervising Attorney, Office Practice
Central Business District Tax Increment Financing Reinvestment Zone
Boundary Description
Exhibit A
November 15, 2001

Beginning at the northwest corner of the intersection of 3rd Street and University Avenue,
Then east along the northern right-of-way of 3rd Street to Texas Avenue;
Then north along the eastern right-of-way of Texas Avenue to the northern right-of-way of 2nd Place,
Then east along the northern right-of-way of 2nd Place to the western right-of-way of the alley west of Avenue H,
Then north along the western right-of-way of the alley to 1st Place;
Then east along the southern right-of-way of 1st Place to Avenue H;
Then north to the northern section line of Block A, Section 79,
Then east along the section line to the northeast corner of Tobasco Valley Addition, Lot 1;
Then south to the eastern right-of-way of Interstate Highway 27;
Then south east along the eastern right-of-way of Interstate Highway 27 to the northern right-of-way of the Marsha Sharp Freeway;
Then west along the northern right-of-way of the Marsha Sharp Freeway to the eastern right-of-way of Avenue Q;
Then south along Avenue Q to the southern right-of-way of the Marsha Sharp Freeway;
Then east along the southern right-of-way of Marsha Sharp Freeway to the eastern right-of-way of Interstate 27,
Then south along the Interstate 27 right-of-way to a point parallel the with the southern edge of the Buddy Holly Avenue underpass of Interstate 27;
Then west and north along the southern edge of the underpass to the west right-of-way of Buddy Holly Avenue;
Then north to the northern right-of-way of 23rd Street;
Then west to the western right-of-way of the alley between Avenue J and Avenue K;
Then north along the western right-of-way of the alley to the north boundary of Lot 7, Block 1, Mrs. I.A. Boyd Subdivision of Block 1, South Side Addition;
Then west to the western right-of-way of Avenue K;
Then south to the northern boundary of the South ½ of Lot 12, Block 1, J.V. Roy Subdivision;
Then west to the western right-of-way of the alley between Avenue K and Avenue L;
Then north along the western right-of-way of the alley to the northern boundary of lot 2-A, Block 1, J.V. Roy Subdivision;
Then west to the western right-of-way of Avenue L;
Then north to the northern boundary of Lot 15, Block 1, Pickett and Penney Addition;
Then along the northern boundary of Lots 15 and 6, Block 1, Pickett and Penney Addition to the western right-of-way of Avenue M;
Then south to the northern boundary of the south ½ of Lot 6, Block 1, Penney Addition;
Then west to the western right-of-way of the alley;
Then south along the western right-of-way of the alley to the northern boundary of Lot 7, Block 1, Myrick’s Addition;
Then west to the western right-of-way of Avenue N;
Then north to the northern boundary of Lot 4, Block 2, Myrick’s Addition;
Then west to the western right-of-way of the alley between Avenue N and Avenue O;
Then south along the western right-of-way of the alley to the southeast corner of Block 1, McCrummen’s 1st Addition;
Then west to the southwest corner of Block 1, McCrummen’s 1st Addition;
Then north to the northern boundary of Lot 4, Block 7, Heim Addition;
Then west to the western right-of-way of Avenue O;
Then south to the northern boundary of Lot 7, Block 8, McCrummen’s 1st Addition,
Then west to the western right-of-way of Avenue P;
Then south to the northern boundary of Lot 4, Block 1, Summers Cockrell Addition;
Then west to the western right-of-way of the alley;
Then north along the western right-of-way of the alley to the northern boundary of the south 50 feet of Lot 3, Dixieland Addition;
Then west to the northeast corner of Lot 22, Dixieland Addition;
Then west to the western right-of-way of the alley between Avenue P and Avenue Q and south to the northern boundary of Lot 18, Block 2, McCrummen’s 2nd Addition (also known as Davis Subdivision of Block 2, McCrummen’s 2nd Addition, unrecorded);
Then west to the western right-of-way of Avenue Q;
Then north to the northern boundary of Lot 3, Block 3, Knight Subdivision of Block 3, McCrummen's 2\textsuperscript{nd} Addition;
Then west to the western right-of-way of the alley between Avenue Q and Avenue R;
Then north along the western right-of-way of the alley between Avenue Q and Avenue R to the southern right-of-way of 7\textsuperscript{th} Street;
Then west to the southwest corner of the intersection of 7\textsuperscript{th} Street and Avenue R;
Then north along the western right-of-way of Avenue R to the northwest corner of the intersection of 6\textsuperscript{th} Street and Avenue R;
Then east to the western right-of-way of the alley between Avenue R and Avenue Q;
Then north along the western right-of-way of the alley to the northern right-of-way of the Marsha Sharp Freeway;
Then west along the Marsha Sharp Freeway right-of-way to the western right-of-way of University Avenue;
Then north to the point of beginning.

In addition to the properties included in the above described boundary, the district includes the following rights-of-way:
The right-of-way within Broadway from the east right-of-way of Interstate 27 to the east right-of-way of Avenue A;
The right-of-way within Avenue A from the north right-of-way of Broadway to the south right-of-way of 19\textsuperscript{th} Street; and
The right-of-way within 19\textsuperscript{th} Street from the east right-of-way of Avenue A to the east right-of-way of Interstate 27.
Central Business District Tax Increment Financing Reinvestment Zone
City of Lubbock  November 15, 2001

Exhibit "B"

19088 Metro Tower Lofts
Evidence that the plan is current and active

ORDINANCE NO. 2009–00087

AN ORDINANCE AMENDING THE ORDINANCE ESTABLISHING THE CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE BY EXTENDING THE DURATION OF THE ZONE.

WHEREAS, the City Council of the City of Lubbock, desiring to promote the development of the Central Business District of the City of Lubbock, adopted Ordinance No. 2001-O0091, December 3, 2001, establishing the Central Business District Tax Increment Finance Reinvestment Zone, defining its boundaries, and establishing a termination date of December 31, 2020, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “Act”); and

WHEREAS, the Legislature of the State of Texas enacted S.B. No. 1105, effective May 23, 2009, amending Section 311.017 of the Texas Tax Code to allow a municipality to designate by ordinance a new termination date for a reinvestment zone that is not later than the twentieth anniversary of the original termination date; and

WHEREAS, the City Council desires to amend Section 5 of Ordinance No. 2001-O0091 to extend the termination date of the Zone to December 31, 2040, the twentieth anniversary of the original termination date; and

WHEREAS, the City has called a public hearing to hear public comments on the extension of the termination date of the Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being not later than seven (7) days prior to the date of the public hearing; and
WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 10th day of September, 2009, at 10 o’clock am, in the Council Chamber of the City of Lubbock, Texas, and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the extension of the termination date of the Zone; and NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council of the City of Lubbock, after conducting such hearing and having hear such evidence and testimony, has made the following findings based on the evidence and testimony present to it:

a. That the public hearing on extension of the termination date of the Central Business District Tax Increment Financing Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.

b. That extension of the termination date of the Zone will result in benefits to the City, its residents, and property owners, in general, and to the property residents and property owners in the Tax Increment Financing Reinvestment Zone.

SECTION 3: That the Central Business District Tax Increment Financing Reinvestment Zone date of termination is hereby extended to December 31, 2040.
AND IT IS SO ORDERED

PASSED by the City Council on first reading this 10th day of September, 2009.
PASSED by the City Council on second reading this 24th day of September, 2009.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rob Allison, Assistant City Manager
Development Services

APPROVED AS TO FORM:

Linda L. Chamales
Economic Development Attorney

LC:/Cityatt/Linda/TIF.CBD- AMENDED termination date
August 25, 2009
RESOLUTION

WHEREAS, the Downtown Revitalization Action Plan (the "Plan") was presented to the City Council in a public meeting February 5, 2008; and

WHEREAS, the Downtown Redevelopment Commission has recommended that the Plan be adopted by the City Council as a guideline for future development in the downtown area; and

WHEREAS, adoption of the Plan will allow city staff to use the elements and recommendation in the report as guidelines to work with developers for future projects; and

WHEREAS, adoption of the Plan will also assist city departments in planning and prioritizing future public improvements in the downtown area; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock hereby officially adopts the Downtown Revitalization Action Plan as a guideline for future development in the downtown area.

Passed by the City Council this 14th day of February, 2008.

DAVID A. MILLER, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rob Allison, Assistant-City Manager
Development Services

APPROVED AS TO FORM:

Linda L. Chamales, Senior Attorney
Office Practice Section

Le: CityAtt/Linda/Res-Downtown Revitalization Plan / February 7, 2008
**Community Assets Map**

**Metro Tower Lofts**
1219 and 1220 Broadway, 1301 10th, and 1402 Main Lubbock, Texas

- **Grocery:** Walmart Supercenter (0.61 mi)
- **Pharmacy:** Walmart Supercenter (0.61 mi)
- **Health Care:** University Medical Center (2.35 mi)
- **Child Care:** Legacy Child Development Center (0.2 mi)
- **Library:** Mahon Public Library (0.18 mi)
- **College:** Texas Tech University (1.3 mi)
- **Indoor Rec:** Buddy Holly Center (0.52 mi)
- **Outdoor Rec:** Aztlan Park (0.87 mi)
- **Civic Org:** Catholic Charities Diocese of Lubbock (0.77 mi)
- **Meals on Wheels:** Lubbock Meals on Wheels
### Site Information Form Part II

**Opportunity Index**

**Development Site** is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

**AND**

- The census tract has a median household income rate in the two highest quartiles within the region (2 points).
- The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

**Contiguous Census Tract**: 448303000201  
**Contiguous Tract Quartile**: 1st

**Development is Urban and Development Site** is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
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<tr>
<th>Amenity</th>
<th>Distance</th>
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<tr>
<td>full service grocery store (1 point)(1 mile)</td>
<td></td>
</tr>
<tr>
<td>pharmacy (1 point)(1 mile)</td>
<td></td>
</tr>
<tr>
<td>health-related facility (1 point)(3 miles)</td>
<td></td>
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<tr>
<td>licensed center serving children (1 point)(2 miles)</td>
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<tr>
<td>public library (1 point)(1 mile)</td>
<td></td>
</tr>
<tr>
<td>university or community college (1 point)(5 miles)</td>
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</tr>
<tr>
<td>indoor recreation facility available to public (1 point)</td>
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**Development is Rural or USDA and Development Site** is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

**No members of the Applicant or Affiliates** had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

**Application is seeking points for Opportunity Index**:  
**Total Points Claimed**: 0
### Lubbock Supercenter

**Address:**
1911 Marsha Sharp Fwy, TX 79415

**Operating Hours:**
Mon - Sun | 6 am - 12 am

**Services at This Store**

<table>
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<tr>
<th>Service</th>
<th>Operating Hours</th>
<th>Phone Number</th>
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<tr>
<td>Auto Care Center</td>
<td>Open until 7 pm</td>
<td>806-747-6842</td>
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<tr>
<td>Pharmacy</td>
<td>Open until 9 pm</td>
<td>806-747-3915</td>
</tr>
<tr>
<td>Photo Center</td>
<td>Open until 9 pm</td>
<td>806-747-4962</td>
</tr>
<tr>
<td>Pickup</td>
<td>Open until 8 pm</td>
<td></td>
</tr>
<tr>
<td>Vision Center</td>
<td>Open until 8 pm</td>
<td>806-747-6549</td>
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**Popular Times at This Store**

Friday

**Find Items in This Store**

Enter an item name and search.
Pharmacy

Walmart Lubbock Supercenter

Lubbock Supercenter #3826

1911 Marsha Sharp Fwy, TX 79415
Open until 12 am
Mon - Sun | 6 am - 12 am

Services at This Store

- Auto Care Center
  Open until 7 pm
  806-747-6842

- Pharmacy
  Open until 9 pm
  806-747-3919

- Photo Center
  Open until 9 pm
  806-747-4962

- Pickup
  Open until 8 pm

- Vision Center
  Open until 8 pm
  806-747-6549

See All

Popular Times at This Store

Friday

Find Items in This Store

Enter an item name
<table>
<thead>
<tr>
<th>UMC Clinics</th>
<th>Locations &amp; Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services &amp; Programs</td>
<td></td>
</tr>
<tr>
<td>Locations &amp; Contact</td>
<td></td>
</tr>
</tbody>
</table>

**UMC Express Care Clinic at South Plains Mall**
- **Address**: 6002 Slide Road, P12
- **Lubbock, TX 79414**
- **Phone Number**: 806.761.0490

**UMC Express Care Clinic at United Supermarket (50TH and Q)**
- **Address**: 1701 50th Street
- **Lubbock, TX 79412**
- **Phone Number**: 806.761.0429

**UMC Freedom Clinic**
- **Address**: 5622 Avenue Q
- **Lubbock, TX 79412**
- **Phone Number**: 806.762.3597

**UMC I-27 Medical Center**
- **Address**: 4161 I-27
- **Lubbock, TX 79404**
- **Phone Number**: 806.762.2633

**UMC LakeRidge Medical Center**
- **Address**: 5130 82nd Street
- **Lubbock, TX 79424**
- **Phone Number**: 806.794.9378
<table>
<thead>
<tr>
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<tr>
<td>UMC Milwaukee Family Medicine</td>
<td>7301 Milwaukee Avenue, Lubbock, TX 79424</td>
<td>806.761.0464</td>
</tr>
<tr>
<td>UMC Northwest Pediatrics</td>
<td>416 Frankford Avenue, Lubbock, TX 79416</td>
<td>806.761.0536</td>
</tr>
<tr>
<td>UMC Urgent Care at KingsPark</td>
<td>7501 Quaker Avenue, Lubbock, TX 79424</td>
<td>806.788.3306</td>
</tr>
<tr>
<td>UMC West Wind Family Medicine</td>
<td>5520 4th Street, Lubbock, TX 79416</td>
<td>806.761.0475</td>
</tr>
</tbody>
</table>

**Urgent Care Center at UMC**
Address:
8008 Jollie Avenue, Suite 110
Lubbock, TX 79415
Phone Number:
806.761.0545

More Information
Child Care Search Result Details

DFPS Home > Child Care > Search Texas Child Care > This Page

### Operation Details
You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

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<td><strong>Child Care Program</strong></td>
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<td>The Legacy Child Development Center</td>
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<tr>
<td>Location Address:</td>
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<td></td>
<td>LUBBOCK, TX 79401</td>
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<td>Mailing Address:</td>
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<td></td>
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<td>Phone Number:</td>
<td>806-792-2723</td>
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<td>LUBBOCK</td>
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<tr>
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<td>Yolanda Guzman</td>
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All library locations will be closed on Monday, January 21, 2019 in observance of Martin Luther King Day.

Mahon (Main) Library Hours

Monday-Wednesday: 9 AM to 9 PM; Thursday-Saturday: 9 AM to 6 PM; Sunday: 1 PM to 5 PM

1306 9th Street, Lubbock, TX 79401
(806) 775-2834 (for renewals)
(806) 775-2835 (for information and holds)
LibMahon@mylubbock.us

Godeke Branch Library Hours

Monday & Tuesday: 12 PM to 9 PM; Wednesday-Saturday: 9 AM to 6 PM; Sunday: Closed

5034 Frankford Avenue, Lubbock, TX 79424
(806) 775-3362
LibGodeke@mylubbock.us
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<tr>
<th>Institution</th>
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<th>Main Telephone</th>
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<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans</td>
<td>(409) 886-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons</td>
<td>(936) 657-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyd</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Baker Puttillo</td>
<td>(512) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Koler</td>
<td>(512) 857-8011</td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Koler</td>
<td>(830) 278-3299</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>F. Dominick Dettavio</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>F. Ruiz Ynoa</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young</td>
<td>(979) 645-5211</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fossom</td>
<td>(843) 320-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp</td>
<td>(979) 456-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Ngigliasso</td>
<td>(254) 519-5400</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin</td>
<td>(903) 886-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintana</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Steven H. Tallant</td>
<td>(361) 593-3207</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Tornillo-Matson</td>
<td>(210) 832-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-Texarkana</td>
<td>Emily F. Cutter</td>
<td>(903) 223-2000</td>
</tr>
<tr>
<td>Texas Southern University</td>
<td>Austin A. Lane</td>
<td>(713) 313-7011</td>
</tr>
<tr>
<td>Texas State University</td>
<td>Denise Truth</td>
<td>(812) 245-2111</td>
</tr>
<tr>
<td>Texas State University System</td>
<td>Brian McCull</td>
<td>(512) 245-2111</td>
</tr>
<tr>
<td>Texas Tech University</td>
<td>Lawrence Schovanec</td>
<td>(806) 742-2011</td>
</tr>
</tbody>
</table>
College Locator
Use the map below to locate a college near you. Enter your address below and click "Go!", or explore the map!

**Your Location**

Address:  
City: , TX  
Zip Code:  

**Legend**

- 4-Year  
- 2-Year  
- Health-Related  
- Higher Education Centers  

- Public  
- Independent  

**Texas Tech University**
Public Universities (Main Campus)
http://www.tt.edu
Apply Now!
Online Resume (Provided by TxHigherEdData.org)
Undergraduate Majors

A

- Accounting, B.B.A.
- Advertising, B.A.
- Agribusiness, B.S.
- Agricultural and Applied Economics, B.S.
- Agricultural and Applied Economics, B.S. / Bachelor of Business Administration, B.B.A.
- Agricultural Communications, B.S.
- Animal Science: Business Concentration, B.S.
- Animal Science: Companion Animal Science Concentration, B.S.
- Animal Science: Companion Animal Science Pre-Veterinary Concentration, B.S.
- Animal Science: Equine Assisted Therapy Concentration, B.S.
- Animal Science: Equine Production Concentration, B.S.
- Animal Science: Equine Science Concentration, B.S.
- Animal Science: Meat Science Business Concentration, B.S.
- Animal Science: Meat Science Concentration, B.S.
- Animal Science: Production Concentration, B.S.
- Animal Science: Science Concentration, B.S.

B

- Bachelor of Interdisciplinary Arts
- Biochemistry, B.A.
- Biochemistry, B.S.
- Biology, B.S.
- Business Administration, B.B.A. / Accounting, M.S.A.

C

- Cell and Molecular Biology, B.S.
- Chemical Engineering BS
- Chemical Engineering BS / MS
- Chemistry, B.A.
- Chemistry, B.S.
- Civil Engineering BSCE
- Communication Studies, B.A.
- Community, Family, and Addiction Sciences, B.S.
- Computer Engineering BS
- Computer Science BS
- Computer Science BS / Mathematics, B.S.
- Conservation Law Enforcement, B.S.
- Construction Engineering BS
- Creative Media Industries, B.A.
WHERE ART & MUSIC COLLIDE

Exhibitions and programs reflect the diverse cultural characteristics of the region and encourage interaction between artists and the community. The Center collects, preserves and interprets artifacts relevant to Lubbock’s most famous native son, Buddy Holly, as well as to other performing artists and musicians of West Texas. Changing exhibitions in the visual arts provide an arena for celebrating the technical virtuosity and creative talents of fine artists at work in a region distinguished by vast distances and a rich tradition of creative resources.

The West Texas Walk of Fame, featuring the Buddy Holly statue, by sculptor Grant Speed, is located inside the Buddy and María Elena Holly Plaza, just west of the Center, on the corner of Crickets Avenue and 19th Street. The Plaza is open to the public dawn to dusk, year round. The West Texas Walk of Fame, and its induction process, are a project of Civic Lubbock, Inc.

ADMISSION

Buddy Holly Galleries

- General Admission: $8.00
- Senior Citizens (60+): $6.00
- Children 7 - 17: $5.00
- Students (with college ID): $5.00
- Children (6 and Under accompanied by family member): FREE
- Museum Members: FREE
- Active Duty Military: FREE

Other Exhibitions and Galleries

- FREE Admission to the Fine Arts Gallery

Admission Rates Effective October 1, 2015

Groups of 10 or more please see tour information.

Please call (806) 775-3560 or email museums@mylubbock.us with questions.
Indoor Recreation

BUDDY HOLLY CENTER

HOME  BUDDY HOLLY MUSEUM  J.A. ALLISON HOUSE  SERVICES  EDUCATION & OUTREACH  EVENTS

QUICK LINKS

GIFT SHOP  FINE ARTS GALLERY  SPECIAL EVENTS

Center Directory

Managing Director

- Brooke Witcher
  - (806) 775-3086  bwitcher@mylubbock.us

Curator

- Jacqueline Bober
  - (806) 775-3569  jbober@mylubbock.us

Media Inquiries

- Briana Vela
  - (806) 775-3566  bvela@mylubbock.us

Educational Outreach/Volunteering

- Sebastian Forbush
  - (806) 775-3567  sforbush@mylubbock.us

CONTACT US

CONTACT INFORMATION

📞 (806) 775-3560
📍 (806) 767-0732 (fax)
📧 museums@mylubbock.us

HOURS OF OPERATION

Tuesday-Saturday: 10:00 AM to 5:00 PM
Sunday: 1:00 PM to 5:00 PM
Closed Mondays & Holidays

LOCATION

1801 Crickets Avenue, Lubbock, TX 79401, USA

Driving Directions: The Buddy Holly Center is located at 1801 Crickets Avenue in the renovated historic Ft. Worth & Denver Depot.

From I-27 take the 19th Street exit West. The Center is located on the Northeast corner of 19th Street and Crickets Avenue.

The Buddy Holly Center's exhibitions and programs have been made possible in part by the generous support of:

City of Lubbock, Supporters of the Fine Arts (SOFA), CH Foundation, Helen Jones Foundation, Texas Commission on the Arts, Civic Lubbock, Inc., and The Lubbock Area Foundation, as well as Maria Elena Holly.
Outdoor Recreation

PARKS & RECREATION

LUBBOCK PARKS

LUBBOCK PARK LIST WITH AMENITIES

Parks and Recreation has wonderful parks with lots of amenities for the whole family to enjoy!

Andres Park, 76th Street and Memphis Avenue
- Benches and Fishing

Aztlan Park, 1st Street and Avenue K
- Basketball Court, Picnic Area, Walking Track

Berl Huffman Athletic Complex, North Loop 289 and Landmark Drive
- Benches, Picnic Area, Press Box, Restrooms (seasonal), Snack Concession Area (seasonal), 45 Soccer Fields, 4 Softball Fields with Shaded Stands

Berry Park, 36th Street and Cedar Avenue
- Benches, Basketball Court, Picnic Area, Volleyball Court and Walking Track (.42 miles)

Buddy Holly Recreation Area, North University and Cesar Chavez Drive
- Benches, Fiesta Plaza, Fishing, Picnic Area, Restrooms, Quest Memorial Grove, Quest Memorial Fountain and Waterfall, and Walking Track (1.8 miles)
Emergency Assistance

Call us, Monday through Friday, 8 a.m. - 5 p.m., to schedule an appointment: 806-765-8475.

Emergency Assistance provides service to those in need with utilities, food, clothing, hygiene, eye exams & glasses, and prescription assistance. It receives funding from Covenant Health Systems, Lubbock Lions Club, LP&L, and generous individuals.

The Elderly Outreach Program provides assistance with dental (e.g. dentures), prescriptions, hearing aids and eye glass services to individuals 60 years and older. Elderly Outreach is funded by Lubbock Area United Way.

In order to be assisted we need certain documents:

- Identification for all adults in household.
- Social Security Cards for everyone in the household.
- Proof of Income for the last 30 days. If you are working, this would include paycheck stubs from employer.
- If not working and able to, please register with the Texas Workforce Solutions 1218 14th St., (806) 765-5038, and bring verification of enrollment.
- If you are receiving child support, disability, SSI, unemployment, workman’s compensation, housing assistance, or other government assistance please bring award letters or verification of the benefits.

Please contact us with any questions you have.
Youth and Families

Services to At-Risk Youth (S.T.A.R.)

Monday to Friday: 8 a.m. to 5 p.m. (evenings available by appointment)

24-hour Crisis Hotline: 1-800-530-4704.

S.T.A.R. offers short-term services to youth ages 0-17 and their families who are dealing with conflict at home, school attendance issues, delinquency, or have a youth who runs away from home. S.T.A.R. services are not for youth who have been adjudicated delinquent by a juvenile court.

All services are Free.

Free parent skills training classes available on an on-going basis. Registration is required for all parent(s) and/or guardian(s). Certificates of completion are issued once entire series has been completed.

- STAR serves all 30 counties served by Catholic Charities of Lubbock

Call 806-765-8475, and ask for a youth case manager for more information.

Runaway Homeless Youth (RHY)

The purpose of the program is to provide temporary shelter and counseling services to youth who have left home without the permission of their parents or guardians, have been forced to leave home, or are homeless.

Runaway Youth - Youth who have left home without parental/care-giver permission, stay for one or more nights, and cannot or will not go home

Homeless Youth - Youth for whom it is not possible to live in a safe environment with a relative and who have no other safe alternative living arrangement

Throwaway Youth - Youth that have been asked, told, or forced to leave home by parents or caregivers with no alternate care arranged

Street Youth - Youth who have spent at least some time living on the streets without a parent or caregiver

Couch-surfing Youth - Youth who may be finding housing by staying days at a time at the house of a friend or family member using a couch as a temporary reprieve until they move to the next arrangement.

RHY Services include:

Emergency Shelter & Support Services for youth ages 10 - 17
Support Services for youth under 10 years of age
Nutrition Classes
The nutrition education classes are split up into four 1 hour sessions throughout the month and cover information such as shopping on a budget and safe food handling. If you are a new client, you will need to fill out a quick registration form for the program. Please plan to come at least 15 minutes early to class if you need to register.

Dietitian Appointments
The Dietitian can provide personally tailored advice to help manage chronic diseases, guidance on food allergies, sensitivities, intolerances, and more! Available appointment times are at 1 pm, 2 pm, 3 pm, and 4 pm. To schedule a time please call 806-370-3385!

Cooking Classes
The cooking class will have all ingredients and healthy recipes provided. Our volunteers will have everyone involved in creating an easy, healthy, and budget friendly recipe that can be made again and again. It is important for you to let us know if you plan on coming to the cooking class. We want to make sure we have enough food for everyone! Please call 806-370-3385 to reserve your spot!

Fitness Classes
The fitness classes are 1 hour long and focuses on get people moving with fun games they can do at home. Clients also will be given journals and maps of the local park so they can find other way of exercising.
Services

Here are some of the top frequently asked questions.

- What are the eligibility guidelines?
- Is there a fee for service?
- How can someone get on the program?

Get answers to these and more.

Click Here for FAQs

Here's what one of our recipients has to say – “Rain or Shine”

We provide the following services.

Recipients enjoy the following special benefits (as available) in addition to their regular hot meal delivery.

Pet Program

The Lubbock Meals on Wheels Pet Program feeds many dogs and cats that provide valuable companionship to our recipients. Volunteers deliver dry dog and cat food every other week to the pets of meal recipients who are unable to provide pet food for their furry friends. Donations of dry dog and dry cat food are always needed. Monetary gifts to the program, as well as pet memorials and pet tributes, are also welcome.

Fresh flowers on Fridays (as available)

Flowers are donated by Lubbock Wholesale Florist.

Birthday Surprise (Cake and Card)

Cakes are provided by:
Birthday Surprise (Cake and Card)

Cakes are provided by:

- Back Door Diner
- Cake
- Glazed Honey Ham Co.
- Nothing Bundt Cakes

Magazines, books, and other reading materials

Reading materials are provided by members of the Lubbock community. (Magazines less than 1 year old please.)

**Weekend Meal Sacks**

Weekend meals are provided to clients who have no access to, or assistance with meals over the weekend, when Lubbock Meals on Wheels is closed. Weekend meals consist of a frozen meal and easily prepared items such as soup, cereal, oatmeal, and crackers. We currently serve over 190 people each weekend. This program has a capacity and may have a wait list at times.

**Holiday Meals**

Lubbock Meals on Wheels is closed on the following holidays. Extra food and fresh fruit are sent out prior to a holiday for which we are closed.

- New Year's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving (2 days)
- Christmas (2-3 days)

**Emergency Meals**

An emergency meal box containing shelf stable food items will be distributed each fall to all LMOW recipients. In the event that severe weather prohibits regular, hot meal delivery, Lubbock Meals on Wheels' clients will be alerted via television and radio to use their emergency meal box.

**Annual Food Box**

Lubbock Meals on Wheels partners with the South Plains Food Bank to provide a Senior Food Box every December to eligible Lubbock Meals on Wheels' recipients. The box contains a variety of dry and canned goods. Recipients are notified of delivery dates and times.

**Weekday Newspaper**

The Lubbock Avalanche-Journal now provides 260 newspapers per day (Monday-Friday) to be distributed free of charge to clients in Lubbock and Idalou. AJ readers are generously sponsoring this special project.
FAQs

- How can someone get on the program?
- What are the eligibility guidelines?
- Is there a fee for service?
- Who delivers the meals?
- What kinds of meals are prepared?
- Who cooks the food?
- What is the service area?
- Are meals delivered on holidays, weekends, or during bad weather?

How can someone get on the program?

Anyone can make a referral by calling the Lubbock Meals on Wheels’ office at (806)792-7971. Office
What kinds of meals are prepared?

Menus are approved each month by a dietitian. Each meal contains:

- A meat entrée
- Two servings of vegetables or fruit
- Bread and/or Dessert

*All meals are low in sodium and are not highly seasoned.*

We also provide:

- Diabetic desserts
- Soft diets
- Bland diets
- Vegetarian diets

Who cooks the food?

Meals are prepared and packaged in our kitchen with care. Early each weekday morning, experienced cooks work very hard to ensure that your food is prepared to perfection. We pride ourselves on the cleanliness of our kitchen and the quality of our meals.

What is the service area?

*Lubbock Meals on Wheels delivers meals inside the Lubbock city limits.* Some surrounding communities such as Idalou and Abernathy contract with Lubbock Meals on Wheels to provide meals that they deliver.
Central Business District TIF Overview

**Mission and Purpose**
Promote the economic growth and revitalization of the Central Business District. The Central Business District (CBD) Tax Increment Financing Reinvestment Zone (TIF) supports downtown development.

**History and Overview**
The CBD has been developed for office, retail, and governmental agency uses. As in many cities, retail shopping and dining has relocated to areas outside the CBD and office development has consequently stagnated. To reverse that trend and stimulate further development downtown, in December 2001, the City established the CBD TIF. Participating taxing jurisdictions include the City of Lubbock, Lubbock County, High Plains Underground Water District, and Lubbock County Hospital District.

The CBD TIF Board of Directors created a project and finance plan to assist redevelopment. As the project has progressed, the Project and Finance Plans have been updated with actual values and the projections revised to reflect expected development. The CBD TIF Board of Directors adopted the Fifth Amended Project and Finance Plan (Plan) on April 27, 2017. The total projected assessment value shown in the Plan at the end of the 40-year CBD TIF term is $361.5 million, and the total increment value is projected at $255.7 million. The termination date of the CBD TIF is December 31, 2040.

Historical appraised values of the CBD TIF are:

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<td>2015</td>
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<td>2017*</td>
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* Preliminary

The Revitalization Action Plan (Action Plan) for Downtown Lubbock was completed in FY 2007-08 by the Downtown Redevelopment Commission. The Action Plan was approved by the CBD TIF Board of Directors and the City Council. The Action Plan created seven broad land-use districts in the downtown area and dispersed catalytic projects and supporting elements throughout these districts in a manner that best complemented existing key structures. The districts included: Arts and Convention District, CBD, Depot Entertainment District, Residential District, Gateway Retail District, Destination Retail District, and Transition District. The Action Plan addressed implementation of the plan, economic development, policy and land use, urban design, and transportation and utilities.

In December 2008, the City executed a master development agreement with McDougal Companies for the redevelopment of Downtown. The agreement was extended another five years in 2013. The Master Developer is responsible for coordination and implementation of the Action Plan.

The City Council has rezoned the Central Business District into five districts: CB-2 for downtown business uses such as commercial, office, and residential mixed use; CB-3 allows commercial but includes the ability to have a residential component; CB-4 supports the entertainment industry with a larger area and needed flexibility; CB-5 is the new Civic Center District; and CB-6 is the Arts District area.

**Goals and Objectives**
- Develop increased private investment within the CBD TIF to fund future public improvements.
- **Increase residential and commercial development** in areas in and around the CBD.
- Assist the master developer in the implementation of the Downtown Revitalization initiative.

**Accomplishments for FY 2016-17**
- Coordinated the overhead utility companies for relocation of the utilities underground.
- Coordinated with the downtown master developer on possible projects and assisted in the removal of roadblocks to those projects.
- Completed the construction of Phase IIIa of the Underground Utilities project.
- Approved city staff’s request to design Phase IIIb of the Underground Utilities project.
- Completed the extension of Glenna Goodacre Boulevard from the North Overton TIF across Avenue Q to Avenue O.
- Approved an agreement with Primitive Social for the design and development of a downtown website and digital marketing to promote the redevelopment of downtown Lubbock.
- Presented the concept design of the tornado memorial gateway park to the City Council and received approval of the concept design and authorization to utilize the green space at Glenna Goodacre Blvd. and Avenue Q to build the memorial.
- Approved the contract with MWM Architects for final design of the tornado memorial gateway.
Central Business District TIF Overview

Objectives for FY 2017-18
- Complete the design and implementation of the downtown website.
- Engage an engineer to do utility planning for downtown.
- Complete the design and engineering of the tornado memorial gateway.
- Form a committee of private citizens to lead the effort on obtaining donations from the private sector and foundations to help fund the tornado memorial gateway.
- Participate in the cost of a Development Director to coordinate downtown development.

Financial Condition
Adjusting for accounts payable and other current liabilities at September 30, 2016, $988,261 is available for appropriation. Bringing that amount forward, the amount available for appropriation at September 30, 2017, is expected to be $905,670. The CBD TIF with its stable property tax revenue does not require a fund balance cushion.

Revenue Overview
- Revenues are projected to increase $98,896, or 9.8 percent, as taxable values are expected to increase. The total tax rate used to calculate the revenue from contributing jurisdictions in 2017 is $1.01573 which is slightly lower than the prior year. The school districts do not participate.
- A utilization of net assets in the amount of $380,917 is planned in FY 2017-18.

Expenditure Overview
- Budgeted expenditures increased $326,406, or 28.1 percent, when compared to the FY 2016-17 Budget.
- Compensation and Benefits increased $59,419, due to the addition of funding for 34 percent of a new Development Director position.
- Professional Services/Training decreased $59,797, or 12.2 percent, due to a decrease in the amount budgeted for engineering services in FY 2017-18.
- Debt Service increased $314,054, or 48.4 percent, due to the additional debt issued for the underground utilities project.

<table>
<thead>
<tr>
<th>Current Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets at September 30, 2016</td>
<td>$ 1,004,216</td>
</tr>
<tr>
<td>Less: Accounts Payable and Accrued Liabilities</td>
<td>(15,955)</td>
</tr>
<tr>
<td>Net Current Assets</td>
<td>988,261</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2016-17 Budget Re-forecasted</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
<td>$ 1,031,892</td>
</tr>
<tr>
<td>Non-Operating Revenues</td>
<td>47,725</td>
</tr>
<tr>
<td>Expenses</td>
<td>(1,162,208)</td>
</tr>
<tr>
<td>Revenue Over/(Under) Expenses</td>
<td>(82,591)</td>
</tr>
</tbody>
</table>

Available for Appropriation at September 30, 2017 | $ 905,670
Central Business District TIF

<table>
<thead>
<tr>
<th>Operating Fund</th>
<th>Actual FY 2013-14</th>
<th>Actual FY 2014-15</th>
<th>Actual FY 2015-16</th>
<th>Amended FY 2016-17</th>
<th>Budget FY 2017-18</th>
<th>% Change from Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNDING SOURCES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$727,323</td>
<td>792,325</td>
<td>957,180</td>
<td>965,717</td>
<td>1,047,097</td>
<td>8.4</td>
</tr>
<tr>
<td>Transfer N&amp;E Lubbock Neighborhood &amp; Infr Fu</td>
<td>-</td>
<td>108,490</td>
<td>41,225</td>
<td>55,000</td>
<td>33.4</td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>925</td>
<td>3,883</td>
<td>5,699</td>
<td>1,859</td>
<td>5,600</td>
<td>201.2</td>
</tr>
<tr>
<td>Total Revenue Sources</td>
<td>728,248</td>
<td>977,340</td>
<td>1,071,369</td>
<td>1,008,801</td>
<td>1,107,697</td>
<td>9.8</td>
</tr>
<tr>
<td>Utilization of Net Assets</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>153,407</td>
<td>380,917</td>
<td>148.3</td>
</tr>
<tr>
<td>TOTAL FUNDING SOURCES</td>
<td>$728,248</td>
<td>977,340</td>
<td>1,071,369</td>
<td>1,162,208</td>
<td>1,488,614</td>
<td>28.1</td>
</tr>
</tbody>
</table>

| EXPENDITURES | | | | | |
| Compensation | $22,446 | 24,721 | 16,511 | 16,651 | 61,181 | 267.4 |
| Benefits | 3,922 | 6,651 | 6,756 | 7,020 | 21,909 | 212.1 |
| Supplies | 1,286 | 1,047 | 900 | 1,678 | 1,719 | 2.5 |
| Professional Services/Training | 242,659 | 204,294 | 236,196 | 490,147 | 430,350 | (12.2) |
| Other Charges | (26) | 44,061 | 5,625 | 10,000 | 10,000 | - |
| Scheduled Charges | 617 | 581 | 25 | - | - | (100.0) |
| Transfer to TIF Capital Projects | - | - | 200,000 | - | - | - |
| Debt Service | 128,737 | 301,328 | 487,886 | 649,401 | 963,455 | 48.4 |
| Less Interest Earnings on Bond Funds | - | - | - | (12,714) | - | (100.0) |
| TOTAL EXPENDITURES | $399,641 | 582,682 | 953,873 | 1,162,208 | 1,488,614 | 28.1 |
Deficiency Documents
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. PCA references §11.206 instead of §11.306.
2. Submit receipt for the 100-day earnest money payment stipulated in paragraph 1, section 2 of contract.
3. Contract reserves the 20 parking spaces adjacent to NTS Tower to the seller. This does not work for purposes of accessible parking, of which all five spaces shown in the site plan must be reserved to the residential development per the architect’s Tab 23c certification.
4. Submit the contract for sale of the 19th and 20th floors or other documentation as applicable evidence of the $292,427 entered in the Sources and Uses.
5. BOK letter expired December 28 before Mooney signed February 28.
6. Raymond James letter says 15 units must be leased at 50% instead of 16 units as Rent Schedule says.
7. Raymond James letter does not acknowledge the state historic credits in the S&U.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant...
will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Thursday, April 18, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
April 16, 2019

Mr. Ben Sheppard
Housing Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: ben.sheppard@tdhca.state.tx.us

Re: Metro Tower Lofts, Lubbock, Application #19088

Dear Mr. Sheppard:

Please see the following responses and associated attachments regarding the deficiency for HTC application #19088 Metro Tower Lofts, dated April 11, 2019. The attachment includes documentation and evidence where applicable, and is searchable using the attachment’s bookmarks.

1. **PCA references §11.206 instead of §11.306.**
   See attached letter from the PCNA preparer that addresses the typographical error.

2. **Submit receipt for the 100-day earnest money payment stipulated in paragraph 1, section 2 of contract.**
   See attached earnest money payment receipt.

3. **Contract reserves the 20 parking spaces adjacent to NTS Tower to the seller. This does not work for purposes of accessible parking, of which all five spaces shown in the site plan must be reserved to the residential development per the architect’s Tab 23c certification.**
   The attached contract amendment transfers six of the NTS reserved spaces to the southern parking lot maintaining six accessible spaces in the adjacent northern lot. After examining this deficiency item we added one additional accessible space. Accordingly, I have also attached a revised Tab 23c certification and site plan.

4. **Submit the contract for sale of the 19th and 20th floors or other documentation as applicable evidence of the $292,427 entered in the Sources and Uses.**
   See attached.

5. **BOK letter expired December 28 before Mooney signed February 28.**
   Attached here for reference is the letter in the application that expires December 28, 2019.

6. **Raymond James letter says 15 units must be leased at 50% instead of 16 units as Rent Schedule says.**
   See attached.
7. Raymond James letter does not acknowledge the state historic credits in the S&U.

See attached.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
March 14, 2019

Attention: Jacob Mooney

Metro Tower Housing Partners, LP
1077 Barkley Street, Suite 140
Overland Park, Kansas 66211

RE: Metro Tower Lofts
1220 Broadway Street
Lubbock, Texas 79401
D3G project # 2019-0090

Mr. Mooney,

Dominion Due Diligence Group (D3G) is writing this letter as clarification to our final PCNA report for the above-mentioned property. In that report, D3G indicated that:

“D3G has read and understands the requirements of Section 11.206 Property Condition Assessment Guidelines as outlined in the Texas Department of Housing and Community Affairs (TDHCA) 2019 Qualified Allocation Plan.”

The above features a typo in the citation of the THDA Section and should read “D3G has read and understands the requirements of Section 11.306 Property Condition Assessment Guidelines as outlined in the Texas Department of Housing and Community Affairs (TDHCA) 2019 Qualified Allocation Plan.”

This letter is to confirm that D3G understands the TDHCA requirements and that the report was prepared under the correct guidelines. If you should have any questions or concerns regarding this matter, please feel free to contact me at (804) 237-7653.

Sincerely;

J. Tanner Martin BPI-BA
Account Manager
Dominion Due Diligence Group
Escrow Receipt for:

Buyer: Interstate Holdings, LLC fbo Metro Tower Housing Partners, LP

Seller: NTS Management Company, LLC

Property: 1220 Broadway, 1219 Broadway, 1310 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

   A. The Purchase and Sale Agreement
   B. Earnest Money in the amount of $20,000.00.

Texas Legacy Land Title, LLC
By: ___________________________ Date: __________

[Signature]
FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement is made this 12th day of April, 2019, by and between NTS Management Company, LLC ("Seller"), and Metro Tower Housing Partners, LP ("Buyer"), as assignee of Interstate Holdings, LLC ("Interstate").

WHEREAS, Seller and Interstate have previously entered into an Asset Purchase Agreement dated December 29, 2018 ("Purchase Agreement"), whereby Seller agreed to sell to Interstate the properties commonly known as Metro Tower and affiliated parking areas and improvements, located in Lubbock, Texas (the "Property" or "Properties"), as more fully described in the Purchase Agreement, and Interstate agreed to purchase the Properties from Seller, pursuant to the terms and conditions of the Purchase Agreement. All capitalized terms not defined in this Amendment shall have meaning given to such terms in the Purchase Agreement; and

WHEREAS, Buyer took an Assignment of the Purchase Contract from Interstate on January 22, 2019; and

WHEREAS, the Purchase Agreement remains in full force and effect and neither party is in default thereunder; and

WHEREAS, Seller and Buyer desire to modify the Purchase Agreement as follows.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller acknowledges that the second earnest money deposit in the amount of $20,000, due within 100 days after the Effective Date, has been made by Buyer, the Purchase Agreement remains in full force and effect and neither party is in default thereunder, and Seller waives any default related to the payment of such earnest money deposit.

2. Section 18 of the Purchase Agreement is amended to provide that Seller shall have continued access to the fourteen (14) parking spaces on Lot 3 directly North of and adjacent to the Building that are not designated as handicapped accessible parking spaces in the site plan attached hereto as Exhibit A. For purposes of clarity, the twenty (20) parking spaces allocated to Seller under section 18 of the Purchase Agreement exclude the six (6) handicapped-accessible parking spaces shown on Lot 3 of the site plan. Section 18 of the Purchase Contract Seller is also hereby amended to provide that six (6) of the twenty (20) parking spaces allocated to Seller in the Purchase Agreement shall be located in the parking lot south of the Building identified as Lot 4 on the attached site plan.

3. Except as modified herein, the Purchase Agreement shall remain in full force and effect in accordance with the terms thereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
NTS MANAGEMENT COMPANY, LLC
By: ____________________________
Roberto Chang
Title: Manager

BUYER:
METRO TOWER HOUSING PARTNERS, LP
By: ____________________________
By: Manager
Escrow Receipt for:

Buyer: Interstate Holdings, LLC fbo Metro Tower Housing Partners, LP

Seller: N T S Management Company, LLC

Property: 1220 Broadway, 1219 Broadway, 1310 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

___x___ A. Amendment to APA – Metro Tower Lubbock FULLY EXECUTED

___   B. Earnest Money in the amount of ________

Texas Legacy Land Title, LLC

By: ___________________________ Date: 4/12/19
DUPLICATE OF PRIOR SUBMISSION. - BPS

Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.

ADA Design Manual, Ch. 2, Sec. 208: 

FHA Design Manual Page 2.23: 
[https://www.huduser.gov/publications/pdf/fairhousing/fairch2.pdf]

### Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Rental Office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 1
Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

Total dwelling Units in the Development: 89
Total surface parking spaces: 101
Total carports: 0
Total garages: 0
Total parking spaces of all types: Calculated from above: 101
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 1
Total of all types of parking spaces that serve dwelling units: Calculated from above: 81
APPs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 5
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 0
APPs required in excess of one per mobility accessible unit: Calculated from above: 0
Total APSs required (including dwelling units and facilities/amenities): Calculated from above: 6

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 6
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: Calculated from above: 1
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 1
Minimum number of carports that must be van APSs: Calculated from above: 0
Minimum number of garages that must be van APSs: Calculated from above: 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: M. Randall Porter
Printed Name

Date: 4/12/2019
Firm Name (if applicable): Wallace Architects, LLC
REAL ESTATE CONTRACT

SELLER: Metro Tower Housing Partners, LP,
a Texas limited partnership
10777 Barkley St., Suite 140
Overland Park, Kansas 66211

BUYER: HP Investments, II, LLC,
a Missouri limited liability company
10777 Barkley St., Suite 140
Overland Park, KS 66211

EFFECTIVE DATE: January 25, 2019

WHEREAS, Seller is, or will be prior to Closing, the owner of the real estate and improvements, including the NTS Communications Building (the "Building") located at 1220 Broadway, Lubbock, Texas, along with affiliated parking areas located at 1219 Broadway, Lubbock, Texas, 1301 10th St, Lubbock, Texas and 1402 Main Street, Lubbock, Texas (collectively, the "Parcel"); and

WHEREAS, Buyer desires to purchase and Seller desires to sell the 19th and 20th floors of the Building (hereafter referred to as the "Property") pursuant to the following terms and conditions.

1. Sale and Purchase. Seller agrees to sell, convey and assign and Buyer agrees to purchase, accept and assume on the terms hereafter stated all of Seller's right, title and interest in and to the Property, together with all and singular the rights and appurtenances pertaining to the Property, and all right, title and interest of Seller in and to parking, adjacent streets, easements, and rights of way (collectively the "Property"), the legal description of which is attached hereto as Exhibit A. The exact legal description shall be finally determined by survey. The Property shall include the rights of Buyer and its invitees to use the parking areas of the Parcel in such manner as the Buyer and Seller shall agree.

2. Purchase Price and Payment. The purchase price ("Purchase Price") is Two Hundred Ninety Two Thousand Four Hundred Twenty Seven and no/100 Dollars ($292,427.00), payable at Closing subject to adjustments and conditions herein.

3. Due Diligence. Until Closing (the "Due Diligence Period"), Buyer shall have the right to enter upon and inspect the Property to determine that it is acceptable for the use intended. Seller shall make the Property available to Buyer and its representatives to make or cause to be made tests, studies, inspections and investigations. If Buyer determines, within the Due Diligence Period, that the Property is not suitable for the use intended. Buyer may elect to terminate this Contract by written notice to Seller, whereupon, the Earnest Money shall be returned to Buyer, and neither party shall have any further obligations hereunder.

4. Title Insurance. Buyer may obtain at its expense a commitment (the "Title Commitment") for a standard Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06), insuring marketable fee simple title in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions defined below. In addition, Buyer shall have the right to obtain at its own expense a current survey of the Property ("Buyer's Survey"). Buyer shall have the Due Diligence Period in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment, Buyer's Survey or Seller's Documents. Any matters which are set forth in the Title Commitment and Buyer's Survey and to which Buyer does not object prior to Closing shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). Seller shall have ten (10) days after receipt of Buyer's objections in which to advise Buyer of Seller's intent to not cure any objections. If Seller advises Buyer that Seller is unwilling to cure the objections, Buyer shall have the right to terminate this Contract, in which event the Earnest Money will be returned to Buyer. If Seller has not so advised Buyer within such ten (10) day period, Seller shall cure the objections.

5. Taxes and Assessments. Seller shall pay all real estate taxes, impositions and special assessments for the Property for the period prior to Closing. Such real estate taxes and special assessment for the year of closing shall be prorated between Seller and Buyer. If the actual amount of current general real estate taxes is not known, the amount to be prorated shall be the amount of general real estate taxes for the next preceding tax year.

6. Condemnation and Risk of Loss. If, prior to Closing, the Property or any of the improvements on the Property shall be damaged, this Contract may be terminated by Buyer. If any portion of the Property shall be taken or
threatened to be taken under the power of eminent domain, Seller shall immediately give Buyer notice of same and the nature and extent thereof and Buyer may terminate this Contract. If Buyer does not terminate this Contract, this Contract shall remain in full force and effect and Buyer shall receive all condemnation proceeds payable by reason of such taking with respect to the Property. If Buyer does terminate this Contract, the Earnest Money shall be returned to Buyer.

7. **Buyer's Conditions to Closing.** Buyer's obligation to Close on this purchase shall be subject to Seller closing on the purchase of the Parcel.

8. **Closing, Possession.** Closing shall take place concurrently with the purchase of the Parcel by Seller, unless otherwise established by Buyer and Seller. At Closing, Seller shall execute and deliver to Buyer a Special Warranty Deed, transferring and conveying to Buyer marketable fee simple title to the Property, subject only to the Permitted Exceptions; a non-foreign affidavit, in customary form, certifying that Seller is not a foreign person; a customary owner's title affidavit as may be required by the Title Company, and other documents required by the Title Company, in order to issue the owner's policy of title insurance. Seller and Buyer shall each pay one-half of the premium cost for the owner's policy of title insurance and one-half of any escrow charges or fees charged by the Title Company and other closing costs typically paid by sellers and buyers, respectively, in the county. Possession of the Property shall be delivered to Buyer at Closing.

9. **Default and Remedies.** If Seller fails to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, Buyer may, at its option, either (i) specifically enforce this Contract, or (ii) terminate this Contract by giving written notice of termination to Seller and receive a full refund of any money deposited. If Buyer fails to close the transaction contemplated hereby, then, as Seller's exclusive remedy, Buyer shall pay to Seller the sum of One Thousand Dollars ($1,000.00) as liquidated damages.

10. **Brokerage Relationship Disclosure.** Each party represents that it is not represented by an agent or broker, and that no agent or broker commission is owed to any person as a result of this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys’ fees) paid or incurred by Buyer by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by any party claiming by, through or under Seller. Buyer agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys’ fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under Buyer.

11. **Time of Essence.** TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

12. **Notices.** All notices shall be mailed, addressed, sent or delivered, to the parties at the addresses first written above or such other address as may be specified by notice given pursuant hereto. Notices may be transmitted by: (i) certified United States mail addressed to the other party’s Notice Address specified above; or (ii) a nationally recognized overnight delivery service addressed to the other party’s Notice Address specified above; or (iii) personal delivery to a person authorized to accept notices at the other party's Notice Address specified above. Delivery shall be as follows: notice given by certified United States mail, on the second regular postal day next following the date of mailing; notice by nationally recognized expedited overnight service on the first business day after delivery to the service; or by personal delivery upon actual receipt of such notice. Notices may also be given by e-mail to an address commonly used by a party, including any e-mail address disclosed by a party herein. Notice given by e-mail shall be deemed given when the e-mail is sent.

13. **Miscellaneous.** This Contract shall be binding upon and inure to the parties and their respective heirs, executors, administrators, successors and assigns. A party may assign its rights and obligations under this Contract and shall provide notice thereof to the other party. This Contract shall be governed by the laws of the state of Texas. This Contract may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed. The failure of either party to insist upon strict performance by the other party of this Contract shall not be deemed a waiver of any of such party's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the other party. This Contract constitutes the entire understanding between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto. This Contract may be amended only by a writing signed by both Buyer and Seller.

[signatures appear on the following page(s)]
IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date first written above.

SELLER:

METRO TOWER HOUSING PARTNERS, LP
a Texas limited partnership

By:  
Title: Manager

BUYER:

HP INVESTMENTS, II, LLC,
a Missouri limited liability company

By:  
Title: Manager
EXHIBIT A
Legal Description

TRACT I:  LOT SIX (6), LOT SEVEN (7), LOT EIGHT (8), and LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT II:  LOT ONE (1) and LOT TWO (2), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT III:  LOT SIXTEEN (16), LOT SEVENTEEN (17), LOT EIGHTEEN (18), LOT NINETEEN (19) and LOT TWENTY (20), BLOCK ONE HUNDRED (100), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT IV:  LOT ONE (1), LOT TWO (2), LOT THREE (3), LOT FOUR (4) and LOT FIVE (5), BLOCK ONE HUNDRED THIRTY-ONE (131), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT V:  LOT FOURTEEN (14) and LOT FIFTEEN (15), and a portion of LOT THIRTEEN (13), BLOCK NINETY-NINE (99), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 and in Volume 101, Page 348 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found at the original Southeast corner of said Lot 15, Block 99, Original Town of Lubbock;

THENCE West, along the South line of said Lots 15, 14 and 13 and the North right-of-way line of Main Street, a distance of 62.5 feet to a found 1/2" iron rod with cap;

THENCE North a distance of 115 feet to a 1/2" iron rod with cap found in the South line of a 20 foot alley;

THENCE East, along the North line of said Lots 13, 14 and 15, and said South line of a 20 foot alley, a distance of 62.5 feet to a 1/2" iron rod with cap found in the West right-of-way line of Avenue "M" at the Northeast corner of said Lot 15;

THENCE South, along said West right-of-way line of Avenue "M" and the East line of said Lot 15, a distance of 115 feet to the Point of Beginning.
Escrow Receipt for:

Buyer: HP Investments, II, LLC

Seller: Metro Tower Housing Partners, LP

Property: 1220 Broadway, 1219 Broadway, 1310 10th Street, & 1402 Main, Lubbock, Texas

Escrow Agent acknowledges receipt of:

_x_ A. Purchase Contract 19th and 20th Floors - Lubbock - HP Investments, II, LLC FULLY EXECUTED

_   B. Earnest Money in the amount of __________.

Texas Legacy Land Title, LLC

By:  ___________________    Date:  1/25/19
Developer Fee: A portion of the Developer Fee may be paid at closing. The remaining will be funded once the equity installment is paid.

Related Deposit Accounts: The related deposit accounts for this project will be maintained at the Bank, this will include:

- Construction Account
- Operating Account
- Lease Up Reserve
- Replacement Reserve
- Operating Reserve

Expenses: Borrower will pay all expenses associated with the Loan. The expenses shall include but not be limited to: attorney’s fees, lender’s title insurance policy, appraisal, environmental report, survey and mortgage tax (where allowed by law), and engineer or inspector fees. Any costs incurred for this financing will be the responsibility of the Borrower to pay. Please be advised that it is the Borrower’s sole responsibility to pay these costs irrespective of whether the loan closes or not.

Other Requirements: The subject requirements are intended to set out the primary terms and conditions of the Loan, but are not all-inclusive. This commitment is subject to review by the Bank’s legal counsel, and the Bank reserves the right to reasonable require other mutually agreeable conditions and documents necessary to establish, perfect, and maintain the contemplated Loan, including but not limited to loan agreement, note, mortgage, assignment of leases and security agreement.

According to the Bank Secrecy Act, the Bank is required to obtain, verify and record certain identifying information as part of our due diligence process. To comply we must ask for specific identifying information including Name, Address and other information that will allow us to verify your identity. Additionally, we may request other identifying documents in order to meet the verification requirements.

The terms and conditions of this letter will expire December 28, 2019. Thank you for the opportunity to consider financing this project. Please let me know if I can answer any additional questions.

Best Regards,

Lisa E. Albers

Jacob Mooney  February 28, 2019
February 28, 2019

Jake Mooney
Metro Tower Housing Partners, LP
10777 Barkley Street, Ste. 140
Overland Park, KS 66211

Re: Partnership: Metro Tower Housing Partners, LP
Property Name: Metro Tower Lofts
City/State: Lubbock, TX

Dear Jake:

This letter will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. ("RJTCF") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. Acquisition/Rehabilitation.
2. Units: 89.
4. Estimated Construction Completion Date: October 2021.
5. Estimated 100% Occupancy Date: August 2022.
6. Set-aside Requirements: Eight of the units must be leased at 30% or less than median income, sixteen of the units must be leased at 50% or less than median income, fifty-one of the units must be leased at 60% or less than median income and fifteen of the units may be leased as market rate units.
7. Rental Assistance:
   a. Number Of Units: N/A.
   b. Amount: N/A.
   c. Term: N/A.
   d. Source: N/A.
8. Management:
   a. Company: TBD.
   b. Management Fee: 4.5% of gross collected rents (estimate).

B. Tax Credit Information:

1. Estimated Partnership Annual Credits: $1,256,699.
2. RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
3. Estimated RJTCF Fund Annual Credits: $1,256,573.
4. Applicable Fraction: 81.00%.
5. Applicable Percentage: 9.00%
6. First Credit Year: 2022.

C. Equity Investment:

1. Estimated $0.875 per dollar of the RJTCF Fund Total Credits ("Credit Price") and $0.88 per dollar of the RJTCF Fund Total Historic Credit, subject to market conditions and availability of funds.

2. Estimated RJTCF Fund Total Capital: $10,995,017 for Federal LIHTC & $2,950,395 for Federal Historic Tax Credits and $3,562,267 for State Historic Tax Credits.

   Note that actual contributions are based on actual credits delivered. If actual RJTCF Fund Total Credits are less than the estimated amount, RJTCF Fund Total Capital will be reduced by the shortfall times the Credit Price. The foregoing adjuster will apply if actual credits are less than the estimate for any reason. If actual RJTCF Fund Total Credits are greater than the estimated amount ("Excess Credits"), then the RJTCF Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJTCF Fund Total Capital shall not exceed 105% of the Estimated RJTCF Fund Total Capital except as provided below. The RJTCF Fund will specify the terms, if any, under which it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the General Partners can accept or reject those terms. Any Excess Credits that the RJTCF Fund is unwilling to buy or that the General Partners are unwilling to sell at the price specified by the RJTCF Fund shall be allocated to the General Partners.

3. Installment Payment of Estimated RJTCF Fund Total Capital:
   a. $1,380,363 at Closing, of which $30,000 shall be paid directly to RJTCF in payment of its due diligence fee
   b. $8,282,174 at later of October 1, 2021 or Construction Completion
   c. $3,704,055 at later of January 1, 2022 or Part 3 Historic Approval
   d. $4,141,087 at later of July 1, 2022 or Stabilized Operations ("Stabilization Capital Contribution"), of which 5% of Total Capital may be held back and paid when all required tax filing information and Forms 8609 are received.

   All payments will be subject to various deliveries required by the RJTCF Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJTCF Fund.

4. Timing Adjusters:

   The capital contribution of the RJTCF Fund shall be reduced by 70% of the shortfall between the Credits actually delivered and the Credits estimated to be delivered in 2022 and 2023. Currently, it is estimated that the Partnership will deliver $942,000 of Credits in 2022 and the Maximum Amount of Credits in
2023. The capital contribution of the RJTCF Fund shall be adjusted if and to the extent that the RJTCF Fund is admitted after Credits have begun to run.

In the event that the actual Credits with respect to the first or second Credit Year are more than the Credits projected for such years, then the capital contribution of the RJTCF Fund to the Partnership shall be increased by an amount (the “Upward Timing Adjustment”) equal to 30% of such excess; provided, that any such increase is subject to the overall limitation that RJTCF Fund Total Capital cannot exceed 105% of estimated RJTCF Total Capital without RJTCF Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the Upward Timing Adjustment is intended to address any acceleration in the delivery of the first year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJTCF Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

D. Allocation of Distributions:

1. Asset Management Fee: The RJTCF Fund shall receive an annual asset management fee of $3,000, increasing at 3% per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. Cash From Operations: Cash available to be distributed after paying Partnership expenses (including the Asset Management Fee), funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To replenish the Operating Reserve if the balance therein is less than the Operating Reserve Minimum;
   d. To the Developer to pay any unpaid Deferred Development Fee;
   e. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   f. 89.99% to the General Partners as an incentive management fee;
   g. The balance 0.01% to the General Partners, and 99.99% to the RJTCF Fund.

In all events, the RJTCF Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partners.
3. **Cash From Sale or Refinancing:** Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. The balance, 90% to the General Partners and 10% to the RJTCF Fund

The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

E. **Allocations of Profits and Losses:**

1. Operating Profits and Losses: 99.99% RJTCF Fund; 0.01% General Partner.
2. Credits and Depreciation: 99.99% RJTCF Fund; 0.01% General Partner.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partners and 10% to the RJTCF Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.
4. Operating Income and Losses Prior to Credit Delivery: At the discretion of the RJTCF Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partners.

F. **Developer and Development Fee:**

1. Developer: JCM Ventures, LLC and 43rd St., LLC
2. Estimated Development Fee: $1,829,134.
3. Development Fee is currently estimated to be paid as follows:
   a. 15% of current paid fee at closing
   b. 15% of current paid fee at construction completion.
   c. The remaining current paid fee at stabilization.

If necessary, part of the development fee, not to exceed $450,000, will be deferred beyond the date of the RJTCF Fund’s final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 12 years after placed-in-service date, from General Partners’ capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJTCF Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be a deferred development fee in the amount of $367,717.

G. **Reserves:**
1. **Replacement Reserve**: $26,700 to be funded at stabilization and $26,700 per year beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per year thereafter. In the aggregate, no more than $10,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJTCF Fund.

2. **Operating Reserve**: $190,000, to be funded into the operating reserve account (the “Operating Reserve Account”) at the time of the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000 shall be made only with the Consent of the RJTCF Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded 50% from the Operating Reserve and 50% under the Operating Deficit Guaranty; provided, that, notwithstanding anything to the contrary contained herein, the Operating Reserve Account may not be drawn down below $100,000 (“the Operating Reserve Minimum”) unless the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Operating Deficits shall be funded 100% from the Operating Reserve once the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the Operating Reserve Minimum, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

**H. Obligations of General Partners:**

1. **General Partners**: Metro Tower Housing, LLC.
2. **General Partners’ Capital**: $0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of twelve years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the Partnership can pay any amount of the deferred fee outstanding at that time.
4. The General Partners will provide the following guaranties:
   a. **Completion Guaranty** – The General Partners will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:
      
      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;
      
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJTCF Fund makes its final capital contribution.
Any excess costs will not be considered loans or capital contributions. However, the General Partners will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.

The General Partners will also guarantee that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty.

In the event that certain events occur, the RJTCF Fund shall have the right to require the General Partners to repurchase the RJTCF Fund's interest for a price that returns 110% of its investment to date plus interest and any tax liability attributable to such payment. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. Tax Credit Guaranty – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the General Partners shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, General Partners will refund an amount equal to the present value of those future credits. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partners shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The General Partners will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

To the extent that the General Partners have no obligation to compensate the RJTCF Fund for reduced or recaptured Credits or fail to make payments due to the RJTCF Fund under the Tax Credit Guaranty, the amounts necessary to compensate the RJTCF Fund, plus interest, will be paid as a priority from all available cash, including Cash From
Operations or Sale Proceeds. In the case in which the General Partners are obligated to make payments under the Tax Credit Guaranty but fail to do so, such cash distributions shall not reduce the General Partners’ obligations except to the extent that cash distributions paid to the RTJCF Fund would have otherwise been paid to the General Partners.

c. **Operating Deficit Guaranty** – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that General Partners will make subordinated, interest-free loans to the Partnership to the extent necessary to meet obligations, including Asset Management Fee, debt service and the funding of reserves, for the period beginning with the Stabilization Capital Contribution and ending on the December 31st which (i) is at least five years following the Stabilization Capital Contribution and on which each of the following is true:

1. In each of the three preceding calendar years, the Partnership has achieved a 1.15:1 debt service coverage ratio, determined on an annual basis as shown in the audited financial statements for such years;
2. The General Partners have not been required to make any payments or loans to the Partnership under the Operating Deficit Guaranty in the preceding three calendar years;
3. The Partnership is current with regards to all liabilities;
4. The Partnership's Replacement Reserve account balance is an amount equal to 80% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
5. The General Partners have not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years.
6. The balance in the Operating Reserve Account must not be less than the Operating Reserve Minimum.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any rental assistance contract or agreement expected to be received by the Project.

Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.
The maximum obligations of the General Partners under this Operating Deficit Guaranty will not exceed $200,000

5. The General Partners shall pledge their interests in the Partnership to secure their obligations under the Partnership Agreement.

I. Obligations of the Guarantors:

1. Guarantors: The General Partners and Jacob Mooney.

2. Guarantors unconditionally guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement.

3. Guarantors shall provide such due diligence information as is necessary for RJTCF to ascertain their ability to perform under the guaranty of the General Partner’s and Developer’s obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJTCF to make third-party inquiries with respect to such matters.

J. Intentionally Deleted.

K. Financing:

1. Construction Financing
   b. Amount: $15,200,000.
   c. Rate: 5.00% (estimate).
   d. Terms: 30 months.
   e. Maturity: TBD.

2. Permanent Financing - First Mortgage
   a. Not to Exceed Amount: $3,800,000.
   b. Lender: Bank of Oklahoma.
   c. Funds at stabilization.
   d. Non recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 17.
   g. Amortization period (years): 30.
   h. Interest rate: 6.00%.
   i. Fixed.
   ii. Annual payment: Not to exceed $273,395.
   j. Prepayment provisions None (penalties, etc.)
   k. Other provisions: None.
Raymond James Tax Credit Funds, Inc. acknowledges the amounts and terms of all other anticipated sources of funds.

L. Intentionally Deleted.

M. Schedules.

The following preliminary schedules have been prepared by RJTCF to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. Definitive Documents

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJTCF will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. INFORMATION REQUIRED BY THE RJTCF FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS

The specific information required by the RJTCF Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJTCF Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJTCF Fund will require receipt of those items set forth in Appendix B.
C. The RJTCF Fund will require reports from time to time, as described in Appendix C.

III. THE RJTCF FUND EXIT RIGHTS

The RJTCF Fund shall have the right to require the General Partners to acquire its interest after the end of the compliance period for a price equal to the amount the RJTCF Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partners fail to acquire the RJTCF Fund’s interest, then the RJTCF Fund shall have the right, without the concurrence of the General Partners, to order a sale of the Project.

IV. OTHER ASSUMPTIONS TO CLOSING
1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.

2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the RJTCF Fund and its investor members are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.

3. RJTCF and the RJTCF Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJTCF Fund and the fund to be necessary - at the Partnership’s expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.

4. Satisfactory inspection of the property by RJTCF and the RJTCF Fund investors.

5. Approval by the Investment Committee of RJTCF and the RJTCF Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.

6. Availability of investment funds.

7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).

8. During underwriting and due diligence, RJTCF will review the rental assistance agreement and market conditions, and may in its sole discretion determine that a Rental Assistance Transition Reserve or Rental Assistance Loss Guarantee be required as a requirement of Closing.

V. TERM

The initial term of this Agreement shall be for a period from the date of this letter, with a closing (Closing Date) no later than February 29, 2020, providing that RJTCF may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion that the conditions to closing are unlikely to be met. RJTCF may extend the term of this Agreement up to 90 days beyond the initial term and both parties can agree in writing to an extension beyond that date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that the RJTCF Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to pay the RJTCF Fund its $30,000 due diligence/legal reimbursement fee and to reimburse it for the due diligence expenses described below, up to a maximum of $10,000, regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to obtain Investment Committee or Investor approval.
VII. **DUE DILIGENCE FEES**

At the Closing, the Partnership shall pay $30,000 or greater negotiated amount to the RJTCF Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. A higher amount may be appropriate, for example, if the RJTCF Fund undertakes significant work to obtain the title policy, close complicated financings, etc. Such additional charges are subject to negotiation and no amount greater than $30,000 will be incurred or due to the RJTCF Fund from the Partnership without your agreement. You will be responsible for payment of the $30,000 or greater agreed upon due diligence/legal reimbursement fee whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

VIII. **DUE DILIGENCE EXPENSES**

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJTCF shall be paid by the Partnership regardless of whether the Partnership has separately obtained such reports, including without limitation: appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections. Generally, such expenses shall be paid by the Partnership in connection with the Closing. If and to the extent that these expenses are paid by RJTCF, they shall be reimbursed by the Partnership regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

The Partnership must provide at its expense a legal opinion acceptable to RJTCF. If required by an Investor in connection with its admission to the RJTCF Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

IX. **CONFIDENTIALITY**

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.
X. **Acceptance**

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by March 17, 2019, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Tax Credit Funds, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partners, Guarantors, or any significant business operation of General Partners or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 1,800 properties nationwide. We look forward to working with you again.

Sincerely,

[Signature]

James Dunton
Managing Director of Acquisitions – Midwest Region
Raymond James Tax Credit Funds, Inc.

Accepted:

[Signature]

By: General Partner

[Date]
Scoring Notice
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Monday, June 10, 2019 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.**

1. **Provide a staffing plan and the associated payroll expenses.**

   **Response:**

   2. **Provide a quote for property insurance.**

   **Response:**

   3. **Provide an explanation of the calculation of the property taxes.**

   **Response:**
4. **Will the owner of the condo on the 19th & 20th floor pay a common area maintenance fee? Is so, how much is it?**
   
   **Response:**

5. **The ESA reports mentions a lease with Verizon for Suite 1703. Is this lease still in effect? Will it terminate at closing?**
   
   **Response:**

6. **The purchaser of the 19th & 20th floors is listed as HP Investments. Please provide additional information on the identity of the purchaser and if there is any relationship to the Applicant.**
   
   **Response:**

7. **The Exhibit A to the Real Estate Contract for the purchase of the 19th & 20th lists five properties as the "Property" being purchased. Provide an exhibit that accurately reflects the property being purchased.**
   
   **Response:**

8. **The Asset Purchase Agreement includes 3 additional parking lots. How long have these 3 lots been used for parking for the office building?**
   
   **Response:**

9. **The ESA states that additional testing is required for asbestos, lead-based paint and lead in the water if the existing plumbing is going to be utilized. What is the status of these tests?**
   
   **Response:**

10. **The first floor shows a space for commercial tenants. What type of commercial use(s) is anticipated for this space?**
    
    **Response:**
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on \[**Monday, June 10, 2019**\] (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at \[jason.burr@tdhca.state.tx.us\] or by phone at (512)475-3986. You may also contact Nicole Fisher at \[nicole.fisher@tdhca.state.tx.us\] or by phone at (512)475-2201.

**NOTICE:** Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. Provide a staffing plan and the associated payroll expenses
   
   **Response:**
   
   Please see the attached plan

2. Provide a quote for property insurance.
   
   **Response:**
   
   An insurance quote letter is attached

3. Provide an explanation of the calculation of the property taxes
   
   **Response:**
   
   Taxes were calculated using a cap rate of 9% which provides a value of $3.7MM. A calculation is
This is a conservative approach and was used because of the experiences we have had with Appraisal Districts in Texas. In the smaller cities, assessors have not been implementing the Income Approach and we have received some very high bills that we’ve had to protest without much success. We are currently fighting three assessments based on cost. Moreover, the income from the NTS lease is an unknown. The appraiser may decide to use a lower cap rate for the commercial revenue resulting in a blended rate to value the property. We feel a strong need for a conservative approach in the Property Taxes because of past experiences. Please let us know if you would like more information on that.

Will the owner of the condo on the 19th & 20th floor pay a common area maintenance fee? Is so, how much is it?

Response:

This has not been determined. They will be responsible for their own insurance, taxes, and power usage, so it makes sense to charge a maintenance fee but that would normally go into the HOA budget for the condominium regime and would not be shown as revenue in the residential portion of the development.

The ESA reports mentions a lease with Verizon for Suite 1703. Is this lease still in effect? Will it terminate at closing?

Response:

The lease is no longer in effect. Verizon vacated the premises in 2015.

The purchaser of the 19th & 20th floors is listed as HP Investments. Please provide additional information on the identity of the purchaser and if there is any relationship to the Applicant.

Response:

HP Investments is owned by Jake Mooney and Daniel Sailler. Jake Mooney is the owner of JCM Ventures, LLC which is a member of the General Partner for this development. The purchase price was pro rated using the percentage of square footage of these floors compared to the overall building size.

The Exhibit A to the Real Estate Contract for the purchase of the 19th & 20th lists five properties as the “Property” being purchased. Provide an exhibit that accurately reflects the property being purchased.

Response:

The language was confusing, attached is an amendment to the purchase agreement for the 19th and 20th floors that clarifies this issue. Paragraph 1 gives the buyer of the 19th and 20th floors rights in the parking areas, any easements and rights of way. The attachment to the purchase contract legally describes the five properties that contain the building and those parking rights, easements etc. The amendment and the purchase contract should now accurately represent what is being purchased.

The Asset Purchase Agreement includes 3 additional parking lots. How long have these 3 lots been used for parking for the office building?
We were unable to determine when these buildings became parking for the office building, but based on information from the tax records and the ESA, it appears that the lots were converted to parking sometime in the 1970s. The current owner has been there since 1997 and the lots were used as parking for the building at that time, see the attached letter from the owner.

The ESA states that additional testing is required for asbestos, lead-based paint and lead in the water if the existing plumbing is going to be utilized. What is the status of these tests?

Response:
We have not ordered these tests, although we do have a contractor lined up to provide the testing, assuming we obtain an award. We also have a contractor who has walked the property and assumed costs for asbestos and lead removal. We will not be using the existing plumbing, therefore lead in the water should not be an issue.

The first floor shows a space for commercial tenants. What type of commercial use(s) is anticipated for this space?

Response:
We do not have a commercial use in mind at this time. The space would be ideal for a small professional office. Any finish out costs would have to be paid for by the tenant as nothing other than cleaning the interior area of debris is currently planned.
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June 3, 2019

JCM Ventures, LLC
Jacob Mooney
10777 Barkley Street, Ste. 140
Overland Park, KS 66211

RE: Insurance Premium Estimate for 1220 Broadway Street, Lubbock, TX 79401

To Whom It May Concern,

The estimated insurance premium for 1220 Broadway Street, Lubbock, TX 79401 (excluding the 19th and 20th floors) is as follows,

Property: $33,740
General Liability: $11,660
Umbrella: $9,600
Total: $55,000

If we were to add the 19th and 20th floor into the premium estimate, the increased premium would equate to approximately $4,800.

Sincerely,

Lockton Companies, LLC
# Metro Tower Lofts
Lubbock/Lubbock County

## Property Tax Estimate

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FIRST AMENDMENT TO REAL ESTATE CONTRACT

This First Amendment to Real Estate Agreement is made this 6th day of June, 2019, by and between Metro Tower Housing Partners, LP ("Seller") and HP Investments II, LLC ("Buyer").

WHEREAS, Buyer and Seller have previously entered into a Real Estate Agreement dated January 25, 2019 ("Purchase Agreement"), whereby Seller agreed to sell to Buyer the 19th and 20th floors of the NTS Communications Building located in Lubbock, Texas, and affiliated rights as more fully described in the Purchase Agreement, pursuant to the terms and conditions of the Purchase Agreement. All capitalized terms not defined in this Amendment shall have meaning given to such terms in the Purchase Agreement; and

WHEREAS, the Purchase Agreement remains in full force and effect and neither party is in default thereunder; and

WHEREAS, for purposes of clarity, Seller and Buyer desire to modify the Purchase Agreement as follows to better describe the property and rights being purchased

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The First Recital in the Purchase Agreement is changed to read as follows: "WHEREAS, Buyer desires to purchase and Seller desires to sell the 19th and 20th floors of the NTS Communications Building and certain other rights pursuant to the following terms and conditions."

2. Paragraph 1 of the Purchase Agreement is changed to read as follows: "Sale and Purchase. Seller agrees to sell, convey and assign and Buyer agrees to purchase, accept and assume on the terms hereafter stated all of Seller's right, title and interest in and to the 19th and 20th Floors of the NTS Communications Building (the "Building"), together with all and singular the rights and appurtenances pertaining to the Building, including rights to the use of parking, adjacent streets, easements, and rights of way (collectively the "Property"). The legal description of the Building and affiliated parking areas are attached to the Purchase Agreement as Exhibit A. The exact legal description of the Building and affiliated parking areas shall be finally determined by survey. The Property shall include the rights of Buyer and its invitees to use the affiliated parking areas in such manner as the Buyer and Seller shall agree."

3. Except as modified herein, the Purchase Agreement shall remain in full force and effect in accordance with the terms thereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
METRO TOWER HOUSING PARTNERS, LP
a Texas limited partnership

By: [Signature]
Title: Manager

BUYER:
HP INVESTMENTS, II, LLC,
a Missouri limited liability company

By: [Signature]
Title: Manager
REAL ESTATE CONTRACT

SELLER: Metro Tower Housing Partners, LP, a Texas limited partnership
10777 Barkley St., Suite 140
Overland Park, Kansas 66211

BUYER: HP Investments, II, LLC, a Missouri limited liability company
10777 Barkley St., Suite 140
Overland Park, KS 66211

EFFECTIVE DATE: January 25, 2019

WHEREAS, Seller is, or will be prior to Closing, the owner of the real estate and improvements, including the
NTS Communications Building (the "Building") located at 1220 Broadway, Lubbock, Texas, along with affiliated parking
areas located at 1219 Broadway, Lubbock, Texas, 1301 10th St, Lubbock, Texas and 1402 Main Street. Lubbock, Texas
(collectively, the "Parcel"); and

WHEREAS, Buyer desires to purchase and Seller desires to sell the 19th and 20th floors of the Building (hereafter
referred to as the "Property") pursuant to the following terms and conditions.

1. Sale and Purchase. Seller agrees to sell, convey and assign and Buyer agrees to purchase, accept and
assume on the terms hereinafter stated all of Seller's right, title and interest in and to the Property, together with all and
singular the rights and appurtenances pertaining to the Property, and all right, title and interest of Seller in and to parking,
adjacent streets, easements, and rights of way (collectively the "Property"), the legal description of which is attached hereto
as Exhibit A. The exact legal description shall be finally determined by survey. The Property shall include the rights of
Buyer and its invitees to use the parking areas of the Parcel in such manner as the Buyer and Seller shall agree.

2. Purchase Price and Payment. The purchase price ("Purchase Price") is Two Hundred Ninety Two
Thousand Four Hundred Twenty Seven and no/100 Dollars ($292,427.00), payable at Closing subject to adjustments and
conditions herein.

3. Due Diligence. Until Closing (the "Due Diligence Period"), Buyer shall have the right to enter upon and
inspect the Property to determine that it is acceptable for the use intended. Seller shall make the Property available to Buyer
and its representatives to make or cause to be made tests, studies, inspections and investigations. If Buyer determines, within
the Due Diligence Period, that the Property is not suitable for the use intended, Buyer may elect to terminate this Contract
by written notice to Seller, whereupon, the Earnest Money shall be returned to Buyer, and neither party shall have any
further obligations hereunder.

4. Title Insurance. Buyer may obtain at its expense a commitment (the "Title Commitment") for a standard
Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06), insuring marketable fee simple title in Buyer in the amount
of the Purchase Price subject only to the Permitted Exceptions defined below. In addition, Buyer shall have the right to obtain at
its own expense a current survey of the Property ("Buyer's Survey"). Buyer shall have the Due Diligence Period in which to
notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment, Buyer’s
Survey or Seller's Documents. Any matters which are set forth in the Title Commitment and Buyer's Survey and to which
Buyer does not object prior to Closing shall be deemed to be permitted exceptions to the status of Seller’s title (the "Permitted
Exceptions"). Seller shall have ten (10) days after receipt of Buyer’s objections in which to advise Buyer of Seller’s intent to not
cure any objections. If Seller advises Buyer that Seller is unwilling to cure the objections, Buyer shall have the right to terminate
this Contract, in which event the Earnest Money will be returned to Buyer. If Seller has not so advised Buyer within such ten
(10) day period, Seller shall cure the objections.

5. Taxes and Assessments. Seller shall pay all real estate taxes, impositions and special assessments for the
Property for the period prior to Closing. Such real estate taxes and special assessment for the year of closing shall be
prorated between Seller and Buyer. If the actual amount of current general real estate taxes is not known, the amount to be
prorated shall be the amount of general real estate taxes for the next preceding tax year.

6. Condemnation and Risk of Loss. If, prior to Closing, the Property or any of the improvements on the
Property shall be damaged, this Contract may be terminated by Buyer. If any portion of the Property shall be taken or
threatened to be taken under the power of eminent domain, Seller shall immediately give Buyer notice of same and the nature and extent thereof and Buyer may terminate this Contract. If Buyer does not terminate this Contract, this Contract shall remain in full force and effect and Buyer shall receive all condemnation proceeds payable by reason of such taking with respect to the Property. If Buyer does terminate this Contract, the Earnest Money shall be returned to Buyer.

7. **Buyer’s Conditions to Closing.** Buyer’s obligation to Close on this purchase shall be subject to Seller closing on the purchase of the Parcel.

8. **Closing, Possession.** Closing shall take place concurrently with the purchase of the Parcel by Seller, unless otherwise established by Buyer and Seller. At Closing, Seller shall execute and deliver to Buyer a Special Warranty Deed, transferring and conveying to Buyer marketable fee simple title to the Property, subject only to the Permitted Exceptions; a non-foreign affidavit, in customary form, certifying that Seller is not a foreign person; a customary owner’s title affidavit as may be required by the Title Company; and other documents required by the Title Company. In order to issue the owner’s policy of title insurance. Seller and Buyer shall each pay one-half of the premium cost for the owner’s policy of title insurance and one-half of any escrow charges or fees charged by the Title Company and other closing costs typically paid by sellers and buyers, respectively, in the county. Possession of the Property shall be delivered to Buyer at Closing.

9. **Default and Remedies.** If Seller fails to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, Buyer may, at its option, either (i) specifically enforce this Contract, or (ii) terminate this Contract by giving written notice of termination to Seller and receive a full refund of any money deposited. If Buyer fails to close the transaction contemplated hereby, then, as Seller’s exclusive remedy, Buyer shall pay to Seller the sum of One Thousand Dollars ($1,000.00) as liquidated damages.

10. **Brokerage Relationship Disclosure.** Each party represents that it is not represented by an agent or broker, and that no agent or broker commission is owed to any person as a result of this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless from any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys’ fees) paid or incurred by Buyer by reason of any claim to any broker’s, finder’s or other fee in connection with this transaction by any party claiming by, through or under Seller. Buyer agrees to indemnify Seller and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, court costs and reasonable attorneys’ fees) paid or incurred by Seller by reason of any claim to any broker’s, finder’s or other fee in connection with this transaction by any party claiming by, through or under Buyer.

11. **Time of Essence.** TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

12. **Notices.** All notices shall be mailed, addressed, sent or delivered, to the parties at the addresses first written above or such other address as may be specified by notice given pursuant hereto. Notices may be transmitted by: (i) certified United States mail addressed to the other party’s Notice Address specified above; or (ii) a nationally recognized overnight delivery service addressed to the other party’s Notice Address specified above; or (iii) personal delivery to a person authorized to accept notices at the other party’s Notice Address specified above. Delivery shall be as follows: notice given by certified United States mail, on the second regular postal day next following the date of mailing; notice by nationally recognized expedited overnight service on the first business day after delivery to the service; or by personal delivery upon actual receipt of such notice. Notices may also be given by e-mail to an address commonly used by a party, including any e-mail address disclosed by a party herein. Notice given by e-mail shall be deemed given when the e-mail is sent.

13. **Miscellaneous.** This Contract shall be binding upon and inure to the parties and their respective heirs, executors, administrators, successors and assigns. A party may assign its rights and obligations under this Contract and shall provide notice thereof to the other party. This Contract shall be governed by the laws of the state of Texas. This Contract may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed. The failure of either party to insist upon strict performance by the other party of this Contract shall not be deemed a waiver of any of such party’s rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the other party. This Contract constitutes the entire understanding between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto. This Contract may be amended only by a writing signed by both Buyer and Seller.

[signatures appear on the following page(s)]
IN WITNESS WHEREOF, the parties have executed this instrument effective as of the date first written above.

SELLER:

METRO TOWER HOUSING PARTNERS, LP
a Texas limited partnership

By: 
Title: Manager

BUYER:

HP INVESTMENTS, II, LLC,
a Missouri limited liability company

By: 
Title: Manager
EXHIBIT A
Legal Description

TRACT I: LOT SIX (6), LOT SEVEN (7), LOT EIGHT (8), and LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT II: LOT ONE (1) and LOT TWO (2), BLOCK ONE HUNDRED SEVENTEEN (117), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT III: LOT SIXTEEN (16), LOT SEVENTEEN (17), LOT EIGHTEEN (18), LOT NINETEEN (19) and LOT TWENTY (20), BLOCK ONE HUNDRED EIGHTEEN (118), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT IV: LOT ONE (1), LOT TWO (2), LOT THREE (3), LOT FOUR (4) and LOT FIVE (5), BLOCK ONE HUNDRED THIRTY-ONE (131), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 of the Deed Records of Lubbock County, Texas.

TRACT V: LOT FOURTEEN (14) and LOT FIFTEEN (15), and a portion of LOT THIRTEEN (13), BLOCK NINETY-NINE (99), ORIGINAL TOWN OF LUBBOCK, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 5, Page 386 and in Volume 101, Page 348 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found at the original Southeast corner of said Lot 15, Block 99, Original Town of Lubbock;

THENCE West, along the South line of said Lots 15, 14 and 13 and the North right-of-way line of Main Street, a distance of 62.5 feet to a found 1/2" iron rod with cap;

THENCE North a distance of 115 feet to a 1/2" iron rod with cap found in the South line of a 20 foot alley;

THENCE East, along the North line of said Lots 13, 14 and 15, and said South line of a 20 foot alley, a distance of 62.5 feet to a 1/2" iron rod with cap found in the West right-of-way line of Avenue "M" at the Northeast corner of said Lot 15;

THENCE South, along said West right-of-way line of Avenue "M" and the East line of said Lot 15, a distance of 115 feet to the Point of Beginning.
June 5, 2019

VIA ELECTRONIC MAIL

Mr. Jake Mooney  
MRE Capital, LLC  
10777 Barkley St., Suite 140  
Ovordland Park, KS  66211

Re: Parking Lots for Metro Tower

Dear Jake:

This is to confirm that the property which currently serves as parking for the building at 1220 Broadway, Lubbock, Texas, (Metro Tower) has been used for parking since NTS Management Company, LLC, acquired Metro Tower in 1997.

Sincerely,

Daniel Wheeler  
Attorney for NTS Management Company, LLC
In the course of the Department’s underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

**All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Wednesday, June 12, 2019 (fifth business day following the date of this deficiency notice).**

All documentation should be submitted as a whole using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

**NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.**

1. Attached is the comment /review sheet that was discussed in our conference call on May 29, 2019. Please update the PCA as noted in the review sheet.

   **Response:**

2. 

   **Response:**

3. 

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All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on [Wednesday, June 12, 2019] (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department's Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. Attached is the comment /review sheet that was discussed in our conference call on May 29, 2019. Please update the PCA as noted in the review sheet.

   Response:

   The revised PCA is uploaded to the Department's ftp site with an accompanying cover letter and PCA Supplement in xlsx format.

2. 

   Response:

3. 

June 12, 2019

Ms. Laura Rogers
Real Estate Analyst,
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Re: Metro Tower Lofts, TDHCA #19088, Lubbock, TX

Dear Ms. Rogers:

Thank you for the opportunity to provide clarification for the Metro Tower Lofts Property Condition Assessment. The proposed development is an adaptive reuse of an office building in downtown Lubbock into residential space. For purposes of understanding the scope and costs associated with the proposal, I’d like to summarize the development. The exterior shell and structural floors/ceilings will remain. The associated office insides of the shell, including MEP systems, will be demolished and replaced with all new residential construction. To achieve historic designation, the new development must retain the windows, all lobby finishes, and the elevator configuration on all residential floors.

The following explains where to find specific deficiency item responses within the updated Property Conditions Assessment (PCA). The PCA report is bookmarked for ease of use.

- **11.306(a) - Provide a narrative scope of work and costs that conforms to the rule.**

  Please see Appendix D.2 Applicant’s Scope of Work Narrative, a detailed description of the renovation of the proposed Development. This scope is also referenced throughout the report as applicable. This narrative provides a thorough and in-depth description of the Applicant’s scope of work.

  Appendix D.1 is the Schedule of Values provided by the General Contractor, Eastland Properties, for an identification of costs associated with the adaptive reuse of the proposed development. The PCA preparer has reviewed the costs and deemed they appear reasonable. This is demonstrated in Section 1.4 Recommended Rehabilitation Items, Section 1.5 Recommended Additional Investigations, and in the Capital Reserve Schedules of Appendix A.

  The source of the cost estimates originates from our experienced general contractor, Damon Admire, with Eastland Properties. Mr. Admire used this detailed narrative, along with consultations from multiple site visits with subcontractors to determine the budget for the development. All line items are derived from commitments from subcontractors. Some of these contractors include: King Consultants (asbestos and lead-based paint testing and remediation), Brown and Associates (window and door contractor), MidContinental Restoration Company (masonry), Rosin Preservation (historic preservation consultant), Smith & Boucher Engineering (MEP Engineer) and Frank’s Plumbing (Plumbing Contractor). Please note that all the subcontractors and the design team have extensive experience on several developments together with Eastland Properties and the Developer.
• **11.306(a)** - Revise the development cost schedule or clarify cost allocation in the scope of work narrative.

Please see Appendix D.2 Applicant’s Scope of Work Narrative, a detailed description of the renovation of the proposed Development to clarify the cost allocations. The first two pages of the Applicant’s Scope of Work Narrative provide an extensive explanation of the costs borne by the different ownership entities on a floor by floor basis.

• **11.306(c)** - Indicate the basis for determining the cost of the “Asbestos Abatement” of $907,710 if the screening has not yet been conducted.

Section 1.3, Section 1.5 and the Applicant’s Scope of Work Narrative identify that the professional estimate for asbestos abatement and was provided with input from King Consultants after multiple site visits. Please note that $22,710 has been allocated within the Immediate Rehabilitation column of the PCA Supplement to conduct asbestos testing and necessary lead-based paint screening for these items. Additionally, the testing and abatement cost is a professional estimate by King Consultants derived from the age of the building and their asbestos and lead-based paint abatement experience.

• **11.306(c)** - Provide information on the extent of lead-based paint and discuss budget sufficiency to handle remediation and where cost of removal is included in the budget.

Section 1.3, Section 1.5 and the Applicant’s Scope of Work Narrative identify that the cost for lead-based paint screening is included in the cost for asbestos abatement because both will be provided by one contractor and the lead-based paint will involve encapsulation rather than scraping.

• **11.306(c)** - Revise the PCA Supplement to include the Immediate Deficiencies.

The PCA supplement has been revised, reallocating all Immediate Deficiencies into the appropriate column. The only item that we felt was a true upfront Immediate cost is $22,710 for remediation testing. It is our understanding that the Immediate Deficiency column has more relevance in a traditional renovation than in an adaptive reuse. There is additional scope listed in the recommended rehabilitation section of the report, but it will not be completed until the project is final. Accordingly, these items were not included in the Immediate Deficiency column.

• **11.306(c)** – Revise the PCA Supplement to be consistent with the scope of work and any other changes.

There have been no changes to the cost for the Development, with exception to the Immediate Scope of Work column, thus the PCA Supplement remains the same.

• **11.306(e)(1)** – Provide information required by rule that adequately addresses the scope of work as it relates to major systems and components.

Major systems and components are addressed in Section 4.7.4 Other Interior Elements and the Applicant’s Scope of Work Narrative found in Appendix D.2.
• 11.306(e)(1) – Indicate where information on the full historic nature of the building and the scope of work related to achieving a historic designation can be found in the report.

Major character defining features for historic preservation are described in Sections 4.0 and 6.0 starting on the fifth page of the Applicant’s Scope of Work Narrative.

• 11.306(e)(2) – Indicate where the scope of work is.

Please see Appendix D.2 of the report for the Applicant’s Scope of Work Narrative.

• 11.306(e)(3) – Revise the Useful Life information if needed as a result of the revisions to the scope of work.

Because this is adaptive reuse and there are no major systems being re-used, this item is not applicable.

• 11.306(e)(4) – Revise the PCA to reflect the correct number of parking spaces and parking lots.

Sections 1.3, 5.2, and 6.1.1, along with the Applicant’s Scope of Work Narrative in Appendix D.2 reflect the correct number of parking spaces and parking lots. The site has one hundred and one (101) parking spaces across four (4) lots. Please note that the City of Lubbock Zoning Board of Adjustment approved the 101 parking spaces on March 21, 2019. The number of spaces is sufficient for the entire development including the top two floors.

• 11.306(e)(6) – Indicate where information regarding compliance with the Department’s accessibility requirements can be found in the report.

This building is adaptive reuse, and consists of new construction within a historic shell, therefore all units and common spaces are designed and will be built to current accessibility codes. Section 1.4 of the report identifies that all accessibility items will be addressed during the construction to bring the building into compliance with federal, state, and department guidelines. In addition, Section 6.4 highlights how the Development will comply with Department accessibility requirements.

• 11.306(e)(7) – Indicate where the reconciliation of the PCA Supplement and the scope of work can be found in the report.

As is clarified at the beginning of Sections 1.3 and 1.4, there are no cost discrepancies between the PCA Supplement and Immediate Deficiencies or Recommended Rehabilitation Items. Please see the Applicant’s Scope of Work Narrative in Appendix D.2 for further clarification.

• 11.306(e)(8)(B) and (C) – Indicate where information on additional scope of work beyond the immediate repair and replacement items can be found in the report.

As this is a adaptive reuse of an office building preserving only the shell and structural floors/ceilings, most of the improvements are new construction. Section 1.4 of the report
identifies the recommended rehabilitation items beyond immediate repairs along with the total preliminary budget for the rehabilitation scope of work. This is everything that the project entails, except asbestos and lead-based paint testing. Please note that there are no cost discrepancies between the PCA Supplement and Recommended Rehabilitation Items. For details, see the Applicant’s Scope of Work Narrative in Appendix D.2. As originally submitted on March 1, 2019, the Immediate Necessary Repairs and Replacement, plus the Proposed Repair, Replacement, or New Construction in the Applicant’s Development Cost Schedule is consistent with the PCA Supplement and Application Development Cost Schedule. This value is $11,885,790 before general requirements, overhead, and profit.

Please let us know should you have any further questions or require further documentation. Thank you.

Sincerely,

[Signature]

Sallie Burchett, AICP
Project Consultant
Board Action
Public Comment
Commitment/Determination Notice
MFDL Award
Carryover