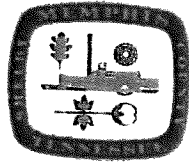


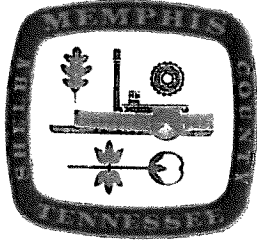
# **HCD COMMITTEE**



## Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**  
Resolution to accept and amend by appropriating the budget, expenditures and revenues for the Division of Housing and Community Development Weatherization Program's FY2024 Weatherization Assistance Program (WAP 23-01) grant in the amount of Nine Hundred Seventy-One Thousand, Eight Hundred Fifty-One Dollars and 00/100 (\$971,851.00).
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**  
The Division of Housing and Community Development Weatherization Program
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**  
Not applicable.
- 4. State whether this will impact specific council districts or super districts.**  
City Wide
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**  
New contracts and contract amendments will be required.
- 6. State whether this requires an expenditure of funds/requires a budget amendment.**  
Expenditure of funds will be required.
- 7. If applicable, please list the MWBE goal and any additional information needed.**  
Not applicable to MWBE.

Resolution-Division of Housing and Community Development



**WHEREAS**, Tennessee was classified as one of four states with the highest energy burden for its residents in the ACEEE September 2020, "*National and Regional Energy Burdens Report*", which indicates the need for programs to reduce utility burden and improve housing stock by making it more energy efficient for the citizens of Memphis.

**WHEREAS**, this program is designed to assist low-income households in reducing their energy costs and to contribute to national energy conservation through increase in energy efficiency and consumer education and home retrofits.

**WHEREAS**, weatherization measures provided by this program will reduce heat loss, cool air loss, energy consumption, and lower energy costs by improving the thermal envelope of dwelling units occupied by low-income property owners and renters throughout Shelby County.

**WHEREAS**, the City of Memphis Division of Housing and Community Development (HCD) has received FY: 2024 Weatherization Assistance Program *Funds (WAP 23-01)* in the total amount of **NINE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS 00/100 (\$971,851.00)** from the United States. Department of Energy; and passed through the State of Tennessee, Tennessee Housing Development Agency (THDA);

**WHEREAS**, HCD received these funds through a non-competitive grant process; and

**WHEREAS**, these funds will be used by HCD to administer the weatherization assistance and the low income home energy assistance program activities throughout Shelby County and carry out all fiscal responsibilities in accordance with THDA WAP and LIHEAP policies and procedures; the Tennessee Weatherization Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies to educate clients, train staff and contractors; and to help reduce the

Resolution-Division of Housing and Community Development

utility burden with energy efficiency mechanisms and address health and safety in residential units.

**WHEREAS**, it is necessary to accept the grant funding and amend the Division of Housing & Community Development's FY 2024 federal budget to establish funds for the FY 2024 Weatherization Assistance Program funding (WAP 23-01).

**WHEREAS**, this (WAP 23-01) is a contract to the Tennessee Housing Development Agency grant for the provision of funding under Weatherization Assistance Program (WAP), and the **City of Memphis Division of Housing and Community Development** is the recipient of a **FY 2024 Weatherization Assistance Program Weatherization (WAP 23-01)** grant in the amount of **NINE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS (\$971,851.00)**.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the FY 2024 Weatherization Assistance Funds *in the amount of NINE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS (\$971,851.00)* be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Division of Housing & Community Development's FY 2024 federal budget be and is hereby amended by appropriating the Expenditures and Revenues for the **FY 2024 Weatherization Assistance Program Weatherization (WAP 23-01)** in the total amount of **NINE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FIFTY ONE DOLLARS (\$971,851.00)** as follows:

**REVENUES**

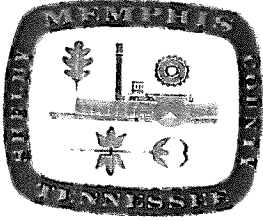
State of Tennessee, Tennessee Housing & Development Agency \$971,851.00

**EXPENDITURES**

Weatherization Assistance Program Grant \$971,851.00

\$971,851.00

# **PUBLIC WORKS COMMITTEE**



*A Resolution appropriating Funds for EN24101 – Traffic Signal Furniture, Fixtures, and Equipment (FY24)*

**WHEREAS**, the Council of the City of Memphis did include Traffic Signals, Project Number EN24100 as part of the Engineering Fiscal Year 2024 Capital Improvement Budget; and

**WHEREAS**, bids are taken during the year for various purchases of traffic signal equipment needed for Emergency Maintenance; and

**WHEREAS**, to expedite these bids and purchases, the Engineering Division requests that this year's allocation be appropriated; and

**WHEREAS**, it is necessary to transfer an allocation of \$590,000.00 funded by G.O. Bonds – from Traffic Signals, Project Number EN24100 to Traffic Signal Furniture, Fixtures, and Equipment (FY24), Project Number EN24101; and

**WHEREAS**, it is necessary to appropriate \$590,000.00 funded by G.O. Bonds in Traffic Signal Furniture, Fixtures, and Equipment (FY24), Project Number EN24101 as follows:

<b>Furniture, Fixtures, and Equipment</b>	<b>\$590,000.00</b>
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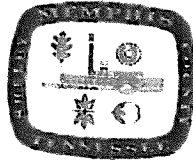
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2024 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$590,000.00 funded by G.O. Bonds from Traffic Signals, Project Number EN24100 to Traffic Signal Furniture, Fixtures, and Equipment (FY24), Project Number EN24101.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$590,000.00 funded by G.O. Bonds and chargeable to the Fiscal Year 2024 Capital Improvement Budget and credited as follows:

<b>Project Title</b>	<b>Traffic Signal Furniture, Fixtures, and Equipment (FY24)</b>
<b>Project Number</b>	<b>EN24101</b>
<b>Total Amount</b>	<b>\$590,000.00</b>

**Council Resolution Caption (Traffic Signals FY24, EN24101)**

A Resolution amending the FY24 Capital Improvement Budget by transferring an allocation and appropriating \$590,000.00 in G.O. Bonds - from Traffic Signals, Project Number EN24100, to Traffic Signal Furniture, Fixtures, and Equipment (FY24), Project Number EN24101, for the purchase of Traffic Signal Equipment.



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This resolution amends the Fiscal Year 2024 Capital Improvement Budget by transferring and appropriating funds for Traffic Signal Furniture, Fixtures, and Equipment (FY24) (EN24101)

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

This project is being initiated by the Division of Engineering to allow for the purchase of Traffic Signal Equipment that will be used for Emergency Maintenance in FY24.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This project does not involve a change to an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

This project will address Traffic Signal Maintenance City Wide and impact all City Council Districts.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

This resolution does not require a new contract, or amend an existing contract.

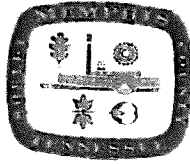
**6. State whether this requires an expenditure of funds/requires a budget amendment**

Expenditure of funding will be required.

**7. If applicable, please list the MWBE goal and any additional information needed**

The MWBE Goal for this project has not been set at this point.





## Memphis City Council Summary Sheet

### 1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to transfer and appropriate \$250,000 in CIP funding from the Traffic Safety Development Cover Line, EN24400 to Traffic Safety Development Group 2 (EN24401) to implement safety improvements at various locations across the City

### 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

### 3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

### 4. State whether this will impact specific council districts or super districts.

This project will impact all Council Districts.

### 5. State whether this requires a new contract, or amends an existing contract, if applicable.

N/A

### 6. State whether this requires an expenditure of funds/requires a budget amendment

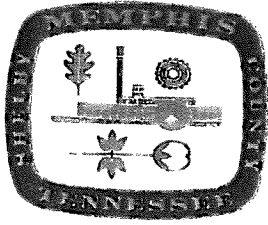
Appropriation of funds in FY24 Capital Budget will result in an expenditure and a budget amendment.

### 7. If applicable, please list the MWBE goal and any additional information needed

N/A

**Council Resolution Caption (EN24400 – Traffic Safety Development)**

A resolution to transfer and appropriate \$250,000 in CIP funding from the Traffic Safety Development Cover Line, EN24400 to Traffic Safety Development Group 2 (EN24401) to implement safety improvements at various locations across the City.



*A resolution to transfer and appropriate \$250,000 in GO Bond funding for safety improvements at various locations.*

**WHEREAS**, the Council of the City of Memphis did include the Traffic Safety Development Coverline Project, Number EN24400 as a part of the Engineering Fiscal Year 2024 Capital Improvement Budget; and

**WHEREAS**, This funding is to be used at the discretion of the various members of the City Council to implement traffic safety improvements where they deem necessary; and

**WHEREAS**, it is necessary to transfer \$50,000 in A&E funding from the Traffic Safety Development Cover Line, Project Number EN24400 to Construction to increase the total construction allocation available; and

**WHEREAS**, it is necessary to transfer an allocation of \$250,000 funded by G.O. Bonds – from the Traffic Safety Development Cover Line, Project Number EN24400 to Traffic Safety Development Group 2, Project Number EN24401; and

**WHEREAS**, it is necessary to appropriate \$250,000 funded by G.O. Bonds in Traffic Safety Development Group 2, Project Number EN24401 as follows:

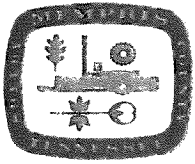
**Contract Construction \$250,000**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2024 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$250,000 funded by G.O. Bonds from the Traffic Safety Development Cover Line, Project Number EN24400 to Traffic Safety Development Group 2, Project Number EN24401.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$250,000.00 funded by G.O. Bonds and chargeable to the Fiscal Year 2024 Capital Improvement Budget and credited as follows:

<b>Project Title:</b>	<b>Traffic Safety Development Group 2</b>
<b>Project Number:</b>	<b>EN24401</b>
<b>Total Amount:</b>	<b>\$250,000.00</b>

City Council Resolution – Establishing GS24107 FY24 Major Modification - Contingencies



***A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24107 FY24 Major Modification - Contingencies and appropriating funds for emergency/unplanned repairs and/or upgrades.***

**WHEREAS**, the Council of the City of Memphis did include FY24 Major Modification, project number GS24100, as part of the FY24 Capital Improvement Program budget; and

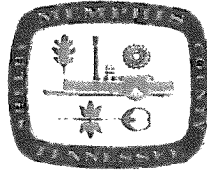
**WHEREAS**, FY24 Major Modification, Project number GS24100 is a cover line, it is necessary to transfer allocations totaling \$1,187,700 to establish CIP project GS24107, FY24 Major Modification - Contingencies; and

**WHEREAS**, it is necessary to appropriate a sum of \$187,700 in Engineering-Architecture and \$1,000,000 in Contract Construction funded by G O Bonds – General in FY24 Major Modification - Contingencies, CIP project number GS24107 for emergency/unplanned repairs and/or upgrades.

**NOW, THEREFORE, BE IT RESOLVED** that there be and is hereby transferred allocations totaling \$1,187,700 from CIP project FY24 Major Modification, GS24100 to CIP project FY24 Major Modification – Contingencies, CIP project number GS24107; and

**BE IT FURTHER RESOLVED**, that the sum of \$187,700 in Engineering-Architecture and \$1,000,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

<b>Project Title:</b>	FY24 Major Modification - Contingencies
<b>Project Number:</b>	GS24107
<b>Amount:</b>	\$1,187,700



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24107 FY24 Major Modification – Contingencies and appropriating \$187,700 in Engineering – Architecture and \$1,000,000 in Contract Construction funded by G O Bonds – General for emergency/unplanned repairs and/or upgrades.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

*General Services*

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

*Does not change an existing ordinance*

**4. State whether this will impact specific council districts or super districts.**

*All districts and super districts*

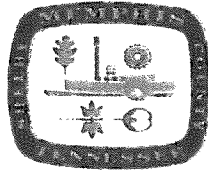
**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

*Requires new contracts*

**6. State whether this requires an expenditure of funds/requires a budget amendment**

**7. If applicable, please list the MWBE goal and any additional information needed**

*N/A*



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24105 FY24 Major Modification – Carpentry and appropriating \$11,250 in Engineering – Architecture and \$225,000 in Contract Construction funded by G O Bonds – General for door(s) replacement at Cordova Library and brick building demo and replacement with 2 shipping containers at Collins Yard.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

*General Services*

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

*Does not change an existing ordinance*

**4. State whether this will impact specific council districts or super districts.**

*Districts 2 & 5 and Super District 9*

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

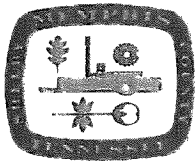
*Requires new contracts*

**6. State whether this requires an expenditure of funds/requires a budget amendment**

**7. If applicable, please list the MWBE goal and any additional information needed**

*N/A*

City Council Resolution – Establishing GS24105 FY24 Major Modification - Carpentry



***A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24105 FY24 Major Modification - Carpentry and appropriating funds for door(s) replacement at Cordova Library and brick building demo and replacement with 2 shipping containers at Collins Yard.***

**WHEREAS**, the Council of the City of Memphis did include FY24 Major Modification, project number GS24100, as part of the FY24 Capital Improvement Program budget; and

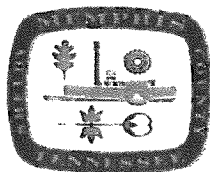
**WHEREAS**, FY24 Major Modification, Project number GS24100 is a cover line, it is necessary to transfer allocations totaling \$236,250 to establish CIP project GS24105, FY24 Major Modification - Carpentry; and

**WHEREAS**, it is necessary to appropriate a sum of \$11,250 in Engineering-Architecture and \$225,000 in Contract Construction funded by G O Bonds – General in FY24 Major Modification - Carpentry, CIP project number GS24105 for door(s) replacement at Cordova Library and brick building demo and replacement with 2 shipping containers at Collins Yard.

**NOW, THEREFORE, BE IT RESOLVED** that there be and is hereby transferred allocations totaling \$236,250 from CIP project FY24 Major Modification, GS24100 to CIP project FY24 Major Modification – Carpentry, CIP project number GS24105; and

**BE IT FURTHER RESOLVED**, that the sum of \$11,250 in Engineering-Architecture and \$225,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

<b>Project Title:</b>	FY24 Major Modification - Carpentry
<b>Project Number:</b>	GS24105
<b>Amount:</b>	\$236,250



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24104 FY24 Major Modification – HVAC and appropriating \$529,500 in Engineering – Architecture and \$4,138,000 in Contract Construction funded by G O Bonds – General for HVAC unit replacements at the Animal Shelter, the Zoo (multiple buildings), Bass Pro, Police Training Academy, Public Works – Collins Yard (2 modular buildings).

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

*General Services*

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

*Does not change an existing ordinance*

**4. State whether this will impact specific council districts or super districts.**

*Districts 5 & 7; super districts 8 & 9*

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

*Requires new contracts*

**6. State whether this requires an expenditure of funds/requires a budget amendment**

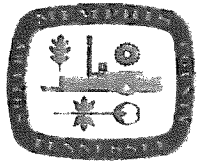
*A budget amendment is needed to transfer FY24 allocations.*

**7. If applicable, please list the MWBE goal and any additional information needed**

*N/A*



City Council Resolution – Establishing GS24104 FY24 Major Modification - HVAC



***A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24104 FY24 Major Modification - HVAC and appropriating funds for HVAC unit replacements at the Animal Shelter, the Zoo (multiple buildings), Bass Pro, Police Training Academy, Public Works – Collins Yard (2 modular buildings).***

**WHEREAS**, the Council of the City of Memphis did include FY24 Major Modification, project number GS24100, as part of the FY24 Capital Improvement Program budget; and

**WHEREAS**, FY24 Major Modification, Project number GS24100 is a cover line, it is necessary to transfer allocations totaling \$4,667,500 to establish CIP project GS24104, FY24 Major Modification - HVAC; and

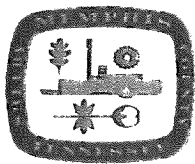
**WHEREAS**, it is necessary to appropriate a sum of \$529,500 in Engineering-Architecture and \$4,138,000 in Contract Construction funded by G O Bonds – General in FY24 Major Modification - HVAC, CIP project number GS24104 for HVAC unit replacements at the Animal Shelter, the Zoo (multiple buildings), Bass Pro, Police Training Academy, Public Works – Collins Yard (2 modular buildings).

**NOW, THEREFORE, BE IT RESOLVED** that there be and is hereby transferred allocations totaling \$4,667,500 from CIP project FY24 Major Modification, GS24100 to CIP project FY24 Major Modification – HVAC, CIP project number GS24104; and

**BE IT FURTHER RESOLVED**, that the sum of \$529,500 in Engineering-Architecture and \$4,138,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

<b>Project Title:</b>	FY24 Major Modification - HVAC
<b>Project Number:</b>	GS24104
<b>Amount:</b>	\$4,667,500

City Council Resolution – Establishing GS24102 FY24 Major Modification - Electric



***A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24102 FY24 Major Modification - Electric and appropriating funds for generator replacement at Hickory Hill Community Center and Fire Stations 10 and 38 as well as elevator modernization in the Public Safety Building.***

**WHEREAS**, the Council of the City of Memphis did include FY24 Major Modification, project number GS24100, as part of the FY24 Capital Improvement Program budget; and

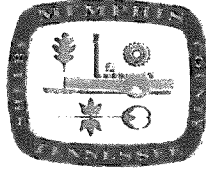
**WHEREAS**, FY24 Major Modification, Project number GS24100 is a cover line, it is necessary to transfer allocations totaling \$2,896,550 to establish CIP project GS24102, FY24 Major Modification - Electric; and

**WHEREAS**, it is necessary to appropriate a sum of \$299,550 in Engineering-Architecture and \$2,597,000 in Contract Construction funded by G O Bonds – General in FY24 Major Modification - Roofing, CIP project number GS24102 for generator replacement at Hickory Hill Community Center and Fire Stations 10 & 38 as well as elevator modernization in the Public Safety Building.

**NOW, THEREFORE, BE IT RESOLVED** that there be and is hereby transferred allocations totaling \$2,896,550 from CIP project FY24 Major Modification, GS24100 to CIP project FY24 Major Modification – Electric, CIP project number GS24102; and

**BE IT FURTHER RESOLVED**, that the sum of \$299,550 in Engineering-Architecture and \$2,597,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

<b>Project Title:</b>	FY24 Major Modification - Electric
<b>Project Number:</b>	GS24102
<b>Amount:</b>	\$2,896,550



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24102 FY24 Major Modification – Electric and appropriating \$93,750 in Engineering – Architecture and \$1,225,000 in Contract Construction funded by G O Bonds – General for generator replacement at Hickory Hill Community Center and Fire Stations 10 and 38 as well as elevator modernization in the Public Safety Building.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

*General Services*

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

*Does not change an existing ordinance*

**4. State whether this will impact specific council districts or super districts.**

*Districts 3, 6 and 7; Super District 8*

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

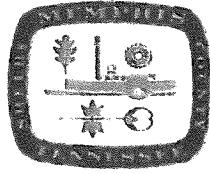
*Requires new contracts*

**6. State whether this requires an expenditure of funds/requires a budget amendment**

*A budget amendment is needed to transfer FY24 allocations.*

**7. If applicable, please list the MWBE goal and any additional information needed**

*N/A*



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24101 FY24 Major Modification - Roofing and appropriating \$132,000 in Engineering – Architecture and \$880,000 in Contract Construction funded by G O Bonds – General for roof replacement at Ruth Tate Senior Center and Marion Hale Community Center.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

*General Services*

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

*Does not change an existing ordinance*

**4. State whether this will impact specific council districts or super districts.**

*Districts 5 & 6; Super Districts 8 & 9*

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

*Requires new contracts*

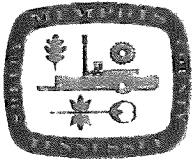
**6. State whether this requires an expenditure of funds/requires a budget amendment**

*A budget amendment is needed to transfer FY24 allocations.*

**7. If applicable, please list the MWBE goal and any additional information needed**

*N/A*

City Council Resolution – Establishing GS24101 FY24 Major Modification - Roofing



***A resolution transferring allocations from CIP project number GS24100, FY24 Major Modification, a cover line, to establish GS24101 FY24 Major Modification - Roofing and appropriating funds for roof replacement at Ruth Tate Senior Center and Marion Hale Community Center.***

**WHEREAS**, the Council of the City of Memphis did include FY24 Major Modification, project number GS24100, as part of the FY24 Capital Improvement Program budget; and

**WHEREAS**, FY24 Major Modification, Project number GS24100 is a cover line, it is necessary to transfer allocations totaling \$1,012,000 to establish CIP project GS24101, FY24 Major Modification - Roofing; and

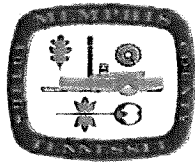
**WHEREAS**, it is necessary to appropriate a sum of \$132,000 in Engineering-Architecture and \$880,000 in Contract Construction funded by G O Bonds – General in FY24 Major Modification - Roofing, CIP project number GS24101 for roof replacement at Ruth Tate Senior Center and Marion Hale Community Center.

**NOW, THEREFORE, BE IT RESOLVED** that there be and is hereby transferred allocations totaling \$1,012,000 from CIP project FY24 Major Modification, GS24100 to CIP project FY24 Major Modification – Roofing, CIP project number GS24101; and

**BE IT FURTHER RESOLVED**, that the sum of \$132,000 in Engineering-Architecture and \$880,000 in Contract Construction funded by G O Bonds – General are appropriated and credited as follows:

<b>Project Title:</b>	FY24 Major Modification - Roofing
<b>Project Number:</b>	GS24101
<b>Amount:</b>	\$1,012,000

# **PUBLIC SAFETY COMMITTEE**



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution to accept and appropriate Assistance to Firefighters Grant (AFG) Program funds from the Department of Homeland Security Operations in the amount of \$635,327.27 to be used for safety protective gear.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Fire Services is the initiating party.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

There is no change to an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

All council districts and super district.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

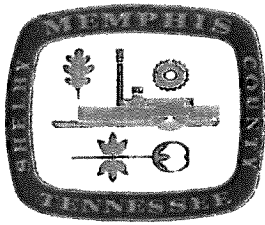
This request will not require a new contract.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

This project requires an expenditure of funds and a budget adjustment.

**7. If applicable, please list the MWBE goal and any additional information needed**

There is no MWBE goal.



**A resolution to accept, allocate and appropriate Assistance to Firefighters Grant (AFG) Program funds from the Department of Homeland Security Operations Safety in the amount of Six Hundred Thirty-Five Thousand Three Hundred Twenty-Seven Dollars and Twenty-Seven Cents (\$635,327.27) to be used for safety protective gear.**

**WHEREAS**, The City of Memphis Division of Fire Services has been awarded grant fund in the amount of Six Hundred Thirty-Five Thousand Three Hundred Twenty-Seven Dollars and Twenty-Seven Cents (\$635,327.27) from the Department of Homeland Security Operations Safety for the purchase of 200 sets of turnout gear with a City match in the amount of Sixty-Three Thousand Five Hundred Thirty-Two Dollars and Seventy-Three Cents (\$63,532.73); and

**WHEREAS**, These funds will be used for the purchase of 200 sets of turnout gear for structural firefighting for 200 recruits in FY24; and

**WHEREAS**, It is necessary to accept the grant funding and amend the FY24 Misc. Grant Budget to establish funds for the Assistance to Firefighters Grant (AFG) Program; and

**WHEREAS**, It is necessary to appropriate the fund in the amount of Six Hundred Thirty-Five Thousand Three Hundred Twenty-Seven Dollars and Twenty-Seven Cents (\$635,327.27) for Fire Services; and

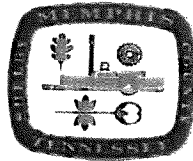
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Assistance to Firefighters Grant (AFG) Program funds in the amount of Six Hundred Thirty-Five Thousand Three Hundred Twenty-Seven Dollars and Twenty-Seven Cents (\$635,327.27) be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the FY24 Misc. Grant Budget be and is hereby amended by allocation and appropriating the Expenditures and Revenues for the Assistance to Firefighters Grant (AFG) Program as follows:

<b>Revenue</b>	
<b>Federal Grants</b>	<b>\$635,327.27</b>

<b>Expense</b>	
<b>Equipment</b>	<b>\$635,327.27</b>





## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

A resolution to accept and appropriate grant funding in the amount of One Hundred Seventy-One Thousand Seven Hundred Sixty-One Dollars and Forty-Two Cents (\$171,761.42) from the Fire Prevention & Safety Grant.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Fire Services is the initiating party.

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This is not a change to an existing ordinance or resolution.

**4. State whether this will impact specific council districts or super districts.**

This will impact all council and super districts.

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

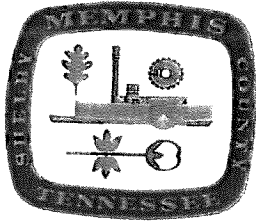
This request will not require a new contract.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

The resolution does require a budget to be established and an expenditure of grant funds in the amount of \$171,761.42

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



## Resolution – Fire Services

**A resolution to accept and appropriate grant funding in the amount of One Hundred Seventy-One Thousand Seven Hundred Sixty-One Dollars and Forty-Two Cents (\$171,761.42) from the Fire Prevention and Safety Grant Program.**

**WHEREAS**, the City of Memphis Division of Fire Services has been awarded grant funds in the amount of One Hundred Seventy-One Thousand Seven Hundred Sixty-One Dollars and Forty-Two Cents (\$171,761.42) from the Department of Homeland Security for salaries with a City match in the amount of Eight Thousand Five Hundred Eighty-Eight Dollars and Eight Cents (\$8,588.08); and

**WHEREAS**, these funds will be used to pay a percentage of the two-year salary and benefits for a Database Analyst and Fire Prevention Manager; and

**WHEREAS**, it is necessary to accept the grant funding and amend the Fiscal Year 2024 Misc Grant Budget to establish funds for Fire Prevention and Safety (FP&S) Grant; and

**WHEREAS**, it is necessary to appropriate the grant funds in the amount of One Hundred Seventy-One Thousand Seven Hundred Sixty-One Dollars and Forty-Two Cents (\$171,761.42) for Fire Services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fire Prevention and Safety (FP&S) Grant Program in the amount of One Hundred Seventy-One Thousand Seven Hundred Sixty-One Dollars and Forty-Two Cents (\$171,761.42) be accepted by the City of Memphis.

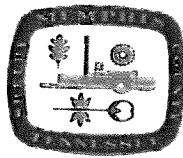
**BE IT FURTHER RESOLVED** that the Fiscal Year 2024 Misc Grant Fund budget be and is hereby amended by allocation and appropriating the Expenditures and Revenues for the Fire Prevention and Safety (FP&S) Grant Program the as follows:

Revenue

Other Grant Revenue                      \$171,761.42

Expenses

Full Time Salaries                         \$171,761.42



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

This resolution is requesting to appropriate funds in the amount of \$1,274,000 in G.O. Bonds for Project Number FS04012, Personal Protective Equipment for turnout ensemble.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Fire Services

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

This is the original resolution requesting the appropriation of funding for this project.

**4. State whether this will impact specific council districts or super districts.**

All council districts/super districts

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

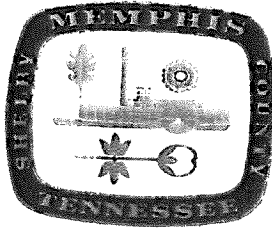
This request required a new contract which was executed on December 13, 2021 for 5 year term with G & W Diesel Service Inc.

**6. State whether this requires an expenditure of funds/requires a budget amendment**

This project requires a expenditure of funds and a budget amendment in the amount of \$1,274,000.

**7. If applicable, please list the MWBE goal and any additional information needed**

No MWBE goal was set.



## FIRE SERVICES RESOLUTION

**A Resolution appropriating \$1,274,000 in G.O. Bonds for Project Number FS04012, Personal Protective Equipment for turnout ensemble.**

**WHEREAS**, Project Number FS04012, Personal Protective Equipment, for the purchase of Fire Fighting Turnouts/Fire Protective Ensemble designated for the annual procurement of protective clothing, is included in the FY 2024 Capital Improvement budget; and

**WHEREAS**, the original contract was signed on December 13, 2021, executed between the City of Memphis and G & W Diesel Service Inc.; and

**WHEREAS**, it is necessary to appropriate \$1,274,000 in General Obligation Bonds for the purchase of Fire Fighting Turnouts/Fire Protective Ensemble designated for the annual procurement of protective clothing; and

**WHEREAS**, the funding for the purchase of the Fire Fighting Turnouts has been Allocated in Capital Improvement Project Number FS04012, Other Costs;

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Memphis that there be and is hereby appropriated the sum of \$1,274,000 in General Obligation Bonds chargeable to the FY 2024 Capital Improvement Budget and credited as follows:

<b>Project Title</b>	<b>Personal Protective Equipment</b>
<b>Project Number</b>	<b>FS04012</b>
<b>Amount</b>	<b>\$1,274,000</b>
<b>General Obligation Bonds</b>	

# **BUDGET COMMITTEE**



# FIRST EIGHT MEMPHIS

Success in the **first 8** years.  
Success for a lifetime.



Investing in Pre-K as a Key Strategy to  
Improve Long-Term Economic Viability

## QUARTER 3 PRE-K REPORT

School Year 2022-2023

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# Executive Summary

Investing in early care and education helps young children increase social-emotional, cognitive, and physical development for success in school and in life. Pre-Kindergarten (Pre-K) is central to those investments. Pursuant to the Joint Ordinance NO 505 Section 1, Shelby County and the City of Memphis contracted with First 8 Memphis (F8M) to administer and manage joint funding for a comprehensive, universal, needs-based Pre-K program for children living in Shelby County. This report reflects data for Quarter 3 (Q3 or January 2 - March 10, 2023) of the 2022-2023 school year.<sup>1</sup>

Pursuant to the Professional Service Agreement (PSA) with the City of Memphis and Shelby County, this report includes the latest available data on Pre-K performance for F8M classrooms in Q3 and meets the following PSA requirements:

- To publish the number of eligible four-year-old children in classrooms funded by the City of Memphis and Shelby County.
- To detail the use of public funds.
- To share data on parent and community engagement and delivery of services.

F8M partners with Pre-K Operators to make continuous improvements to learning and guarantee high-quality programming for young learners in Shelby County. Pre-K Operators include public and charter schools, and private child care providers.

**In Q3, F8M contracted with 16 Pre-K Operators and funded 80 Pre-K classrooms with the capacity to serve 1,600 students.**



<sup>1</sup> Quarter ranges are determined by each school's reporting calendar.



# Introduction and Overview

Pre-K represents one of the strongest investments for Shelby County's future because of its direct impact on children's development and ability to thrive. Pre-K gives children the building blocks for learning, creativity, and the social-emotional skills needed to navigate school and life. [First 8 Memphis](#) (F8M) was established to implement Shelby County's high-quality early care and education system and meet Shelby County's need for universal needs-based Pre-K.



## Why universal needs-based Pre-K?

Children who receive high-quality Pre-K have better attendance, fewer behavior problems, and increased chances of reading at grade level in 4th grade.

Tennessee's targeted Pre-K program has been shown to boost school readiness. Attendance in the year before kindergarten is associated with faster development of literacy, language, and math skills than seen in children who don't attend -- and evidence suggests that when coupled with quality k-2 experiences, those gains persist into the later elementary grades.

(source: Urban Child Institute)

F8M's Pre-K partners work to provide high-quality Pre-K for young children in Shelby County. Our Pre-K program includes academics and instruction; two-generation family support and wraparound services; and quality support and monitoring. We measure all aspects of our program to track student and educator outcomes and help us understand community needs.

In an effort to improve the quality of services our Operators and, by extension, our students receive, F8M implemented a strategic plan for the Pre-K program in 2022-2023. This strategic plan includes updated data collection processes; collaborative support for family engagement personnel (FEP) and instructional coaches; and improved communication and compliance monitoring for all partners. Today, our Pre-K Consortium serves as a peer learning and supportive space for F8M Pre-K Operators while participants in our growing Pre-K Work Group discuss issues related to quality, performance metrics and standards, successes, and concerns around Pre-K and early care and education systems.

# 2022-2023 Q3 Outcomes

## Enrollment

F8M Pre-K classrooms are considered at full capacity with 20 enrolled students and need at least 19 students (95%) to maintain compliance.

### Cumulative vs. End-of-Quarter Enrollment

F8M reports two enrollment numbers: cumulative enrollment and end-of-quarter enrollment. Cumulative enrollment includes students who were enrolled at any point in the school year, even if they have since withdrawn. End-of-quarter enrollment is enrollment as of the last date of the quarter - students who were actively enrolled.

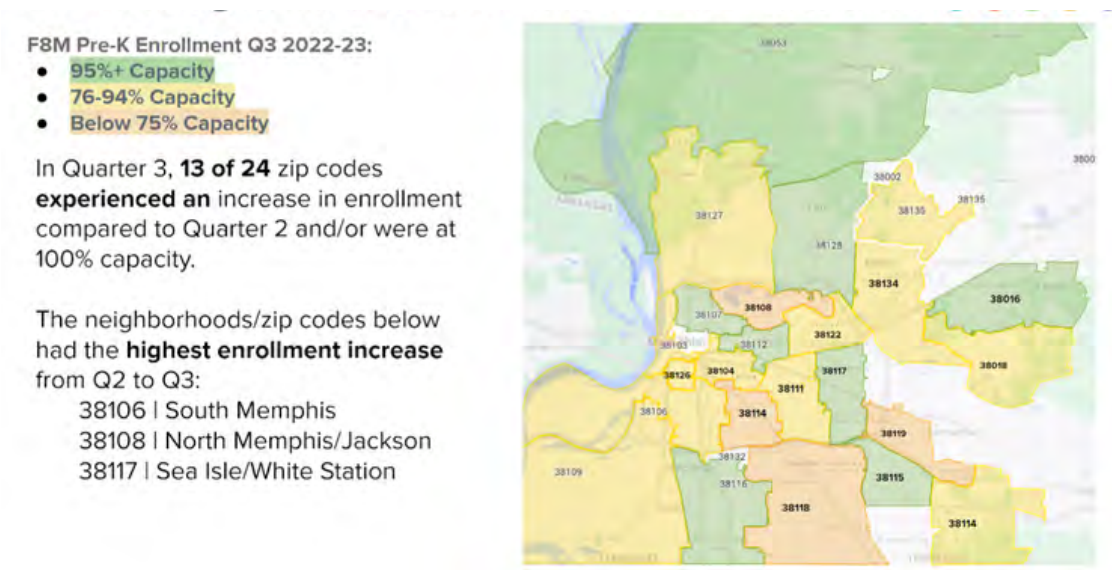
Cumulative enrollment in Q3 across 80 Pre-K classrooms was 1,480 students, an increase of 10 students from Q2, in which 1,470 students were cumulatively enrolled. Overall, F8M Pre-K Operators experienced a withdrawal rate of 4% (or 61 students). Withdrawal rates fluctuate throughout the year; the Q3 withdrawal rate increased by one percentage point from Q2.

End-of-quarter enrollment in Q3 was **1,419 students (89% capacity)**; end-of-quarter enrollment remained consistent with no change from Q2.

**Out of 80 F8M Pre-K classrooms, 51 met the accountability metric of 95% capacity for Q3** enrollment; an increase of three classrooms from Q2; 17 classrooms were between 85% - 94% enrollment capacity.

**Of the 16 Operators (combining those with multiple classrooms), 10 met the accountability metric of 95% capacity for Q3, an increase of two Operators from Q2.**

The map below shows a summary of enrollment and capacity by zip code for our F8M program.



The F8M funded classroom, Kiddie Kollege #1, was closed on December 16, 2023; the eight students enrolled in the F8M Kiddie Kollege classroom were moved to a non-F8M classroom at Kiddie Kollege or a similar setting. The numbers reported in Q3 exclude Kiddie Kollege. Enrollment for the closed classroom at Kiddie Kollege is included in the cumulative enrollment numbers, but reported as zero for the end-of-quarter enrollment.

## Attendance

Attendance is considered satisfactory when students attend at least 80% of total school days for which they are enrolled.

In Q3, **87% (1,281) of 1,480** students cumulatively enrolled met the goal of satisfactory attendance; they attended at least 80% of total school days for which they were enrolled. The total percentage of students meeting the attendance goal remained consistent, with no change from Q2.

**92% Overall Daily Attendance Rate** for the F8M Pre-K portfolio was 92% (sum of days present/sum of days enrolled). Customarily reported for K-12.

**For Q3, 61 of 80 classrooms met the attendance accountability metric of 80% of students attending 80% of the days they were enrolled,** a decrease of three classrooms from Q2. When reporting at the Operator level, which combines the data across Operators with multiple classrooms, **eight of 16 F8M Operators met the accountability metric for students meeting the attendance goal of 80%,** an increase of one Operator from Q2.

## Pre-K Growth Assessments [Reported in Q2 and Q4]

Between August 8 and October 7, 2022, students completed a beginning-of-year Brigance IED III Pre-K Growth assessment. Students will complete a post-assessment at the end of the year to determine growth across all five domains of the Brigance assessment. The total number of students assessed on the post-assessment, average percentile scores, and average student growth in each domain will be reported in Quarter 4.

Monthly administration of Istation assessments continues in nine classrooms across five Operators.<sup>2</sup> In Q3, 92% (183) of 200 students enrolled at the end-of-quarter were assessed on Istation.



<sup>2</sup> Istation may be administered at the Operators discretion; however, all Operators are expected to assess students using the Brigance IED III.

## Synchronous Learning

Beginning in 2020-2021, F8M implemented this performance metric as virtual learning due to the COVID-19 pandemic, which became the adopted way of learning across the United States. In the Fall of 2021, Tennessee Governor Bill Lee signed a proclamation ending virtual learning in all TN public schools.

### What Is Synchronous Learning?

Synchronous learning refers to teaching and learning in real-time with face-to-face instruction, whether online or in-person.

However, with the continuing uncertainty surrounding the global pandemic, this metric remains in place for Operators that may utilize virtual learning and capture classrooms that are unable to provide synchronous learning in the event of an extended closure. In Q3, 100% of 80 F8M classrooms conducted at least three synchronous learning opportunities every week, meeting the requirement.



3

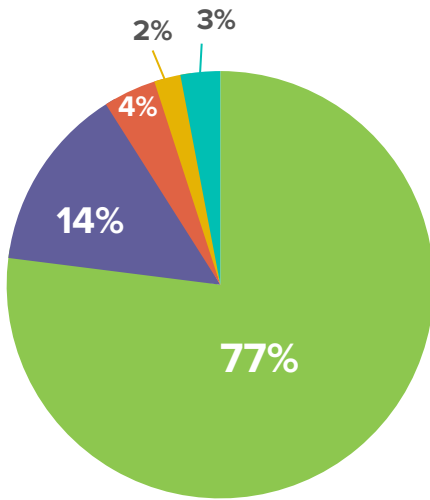
## Instructional Support and Coaching



**Of 80 F8M classrooms, 100% received instructional support from a designated instructional coach in Q3.** Monthly instructional support is documented through the Continuous Performance Improvement Review (CPIR), through which the F8M team collects and analyzes data on the frequency, type, and progress of support provided.

Instructional support is offered to teachers in a variety of methods. In Q3, the most frequent type of support provided was observation. Coaches utilize observations to collect classroom instructional data that shows the impact of coaching in Semester 1 and supports goal-setting in Semester 2.

### Types of Instructional Coaching Support Provided to F8M Teachers in Quarter 3:



#### Observations - 77% (204)

- Classroom data collection

#### Co-planning - 14% (36)

- Collaborative analysis of student need and instructional resources

#### Lesson reflection/feedback - 4% (11)

- Discussion of instructional strengths and areas of growth

#### Modeling/Co-teaching - 2% (4)

- Coach-led instruction to model key strategies

#### Other - 3% (8)

- Resource sharing and introductory meetings for newly assigned coaches

Data collected during observations are provided to teachers to improve practice and inform future coaching. Coaches engage teachers in collaborative reflection on observed lesson data, allowing the coach and teacher to identify areas of strength and growth. Coaches then utilize co-planning and modeling of lessons and materials to ensure teachers have a strong understanding of instructional goals and clear plans for implementation; this often happens concurrently with observations or lesson reflection, explaining the lower percentage of this type of coaching support in comparison to others.

Documentation of **observations** is submitted at least once per quarter for each F8M classroom, which provides information to coaches and F8M staff on instructional strategies specific to supporting student growth within each of the five Brigrance IED III domains: physical development, language development, adaptive behavior, social-emotional development, and academic skills (including literacy and mathematics). Teachers who intentionally include instructional strategies aligned to the Brigrance domains support whole-child growth in these key developmental areas.

A total of 204 observations in Q3 identified an average decrease of 2% in instructional strategies observed that support student development across all five Brigrance domains from Q2. The return to school at the beginning of Q3 necessitates a shift in instructional focus to classroom routines and procedures, ensuring a strong classroom environment that supports effective instruction across domains and subjects. However, as noted below, **there was an increase in the instructional strategies observed that support the Language Development and Literacy domains, indicating an increase in the rigor of instruction.**



### Physical Development

Students are given opportunities to engage in activities and with materials that support fine and gross motor development.

A total of **352 instances** of instructional strategies that support physical development were observed in Q3.



### Language Development

Teachers incorporate complex sentences and advanced vocabulary words into daily instruction, providing a model which students can incorporate into discussions with adults and peers, supporting the use of critical thinking skills.

A total of **466 instances** of instructional strategies that support language development were observed in Q3.



### Academic Skills

Teachers engage with students in discussions that make connections to prior learning, introduce new vocabulary, and provide models of critical and mathematical thinking; students are given opportunities to read, write, and engage with mathematical materials. The academic skills domain encompasses instructional strategies specific to math and literacy.

A total of **816 instances** of instructional strategies that support academic skills were observed in Q3.



### Adaptive Behavior

Instructional strategies aligned to the adaptive learning domain support student mastery of daily living skills, developing safe habits and independence in and out of the classroom. A safe learning environment is the foundation of academic success.

A total of **577 instances** of instructional strategies that support adaptive behavior were observed in Q3.



### Social and Emotional Development

Social and emotional development encompasses the way in which teachers define classroom expectations and provide space for students to identify and express their emotions to adults and peers, creating a positive classroom environment. A positive, socially engaging learning environment is the foundation of academic success.

A total of **763 instances** of instructional strategies that support social and emotional development were observed in Q3.

**Instructional coaches and F8M staff observed an increase in the instructional strategies that support student development from Q2 to Q3, specifically in Language Development and Academic Skills.** This indicates that the rigor of instruction has increased as students have progressed through their Pre-K year, ensuring developmentally appropriate instruction that will prepare students for Kindergarten and beyond. Coaches continue to provide additional support and professional development to teachers in those areas where opportunity for growth is identified, ensuring that all students are provided with the instruction needed to thrive in Pre-K.

## Instructional Coach Collaborative Meetings

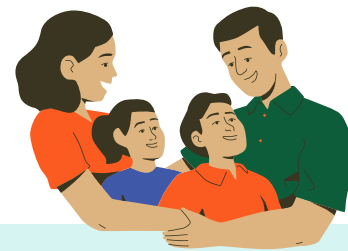
Using analyzed CPIR trends, F8M staff facilitate monthly coaching collaboratives to discuss instructional trends observed by F8M and instructional coaches. Coaching collaboratives provide feedback on support provided by coaches and collaborative professional development to improve and enhance coaching strategies and teaching and learning practices. Additionally, F8M staff use CPIRs to look for the placement of the teacher of record, the ratio of 1:10, a classroom parent sign-in log, a posted student schedule, and to determine how F8M may support professional development based on data trends.

## Addressing Family Need Through Wraparound Services

### Family Engagement

A successful school year requires systematic and consistent engagement between families, schools, and school service providers. Family Engagement Personnel (FEP) contact families monthly to assist in achievement toward their goals, provide follow-up support, and offer other assistance as requested.

In Q3, our FEP partners made **3,916** significant contacts with families, a decrease of 182 from Q2.



### Significant Contacts

Significant contacts are communications with families that are individualized, address a stated need, and may lead to concrete action.



**3,916** Significant Contacts by Family Engagement Personnel in Q3

**781** Referrals resulted from the significant contacts

**24%** of the referrals were resolved (family's need was met) by the end of Q3

Of those contacts, **781** (20%) resulted in a referral to a service, program, or community resource. By the end of Q3, **24%** (185) of referrals were resolved (the family was connected to the correct resource, and their need was met), a decrease of 27 percentage points from Q2 closed referrals.

There is often an increase in the number of referrals made in Q3 as a result of increased family need through the winter and post-holiday season. Quarter 3 saw an increase of 434 referrals from Q2. Many referrals will extend beyond one quarter in reaching a resolution and additional referrals may be necessary to meet the individual needs of families as the year progresses and needs change. FEP continue to support families in resolving outstanding referrals, but may face challenges in families accessing services, completing application procedures, or meeting long-term needs and goals.

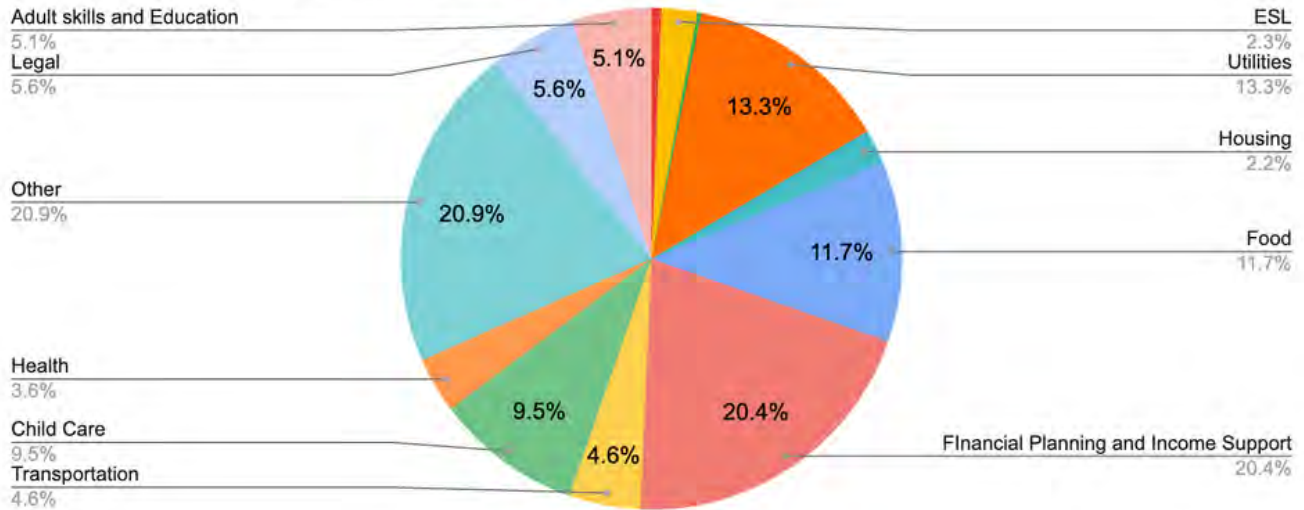
Family Need	# of referrals
<b>Other (Kindergarten and Summer Program Registration)</b>	<b>163</b>
<b>Financial Planning and Income</b>	<b>159</b>
<b>Utilities</b>	<b>104</b>
<b>Food</b>	91
<b>Child Care</b>	74
<b>Legal</b>	44
<b>Adult Skills Education</b>	40

Family Need	# of referrals
<b>Transportation</b>	36
<b>Health</b>	28
<b>ESL</b>	18
<b>Housing</b>	17
<b>Domestic Violence</b>	5
<b>Mental Health</b>	2
<b>Substance Abuse</b>	0





## Q3 Referral Percentages by Category



- **Financial Planning and Income Support - 20%**

- January 2023 saw a cost of living increase of 8.7% nationally, a historically high number.<sup>3</sup> This increase added financial burden to families across the country, including those in the Memphis and Shelby County communities. FEP supported families in accessing financial planning and income support programs, including providing budgeting resources.

- **Utilities - 13%**

- As noted above, the rise in cost of living impacted families' finances in all areas, increasing the burden of utility payments on families' budgets; FEP supported families in accessing utility payment support programs.
- Inclement weather in early 2023 resulted in high utility bills and power outages across the city; FEP supported families in arranging payment plans through Memphis Light Gas and Water, Community Services Agency and Memphis Inter-Faith Association.

- **Food - 12%**

- As noted above, the rise in cost of living impacted families' finances in all areas, increasing the burden of food purchases on families' budgets; FEP supported families in accessing services such as WIC and locating local food banks, including Hope Works, Neighborhood Christian Center, First Works Inc, and The Life Church.

- **Other - 21%**

- As families prepared for the 2023-2024 school year, FEP supported in registering and preparing students for Kindergarten.
- FEP also supported families in identifying and applying for summer programming, including programs specifically targeting challenging behaviors.

<sup>3</sup>[Cost-of-Living Adjustment Information for 2023](#)

## Family Outcomes Assessment

The Family Outcomes Assessment (FOA) is a needs assessment to ensure our Pre-K program helps families meet their needs and goals. The FOA is formally conducted three times per year.

>> The Following Seven Family Outcomes are Assessed through the FOA:

- Family well-being
- Positive parent-child relationship
- Families as lifelong educators
- Families as learners
- Family engagement in transitions
- Family connections to peers and community
- Families as advocates and leaders



All F8M enrolled students' families were offered a Family Outcomes Assessment between January 9 and February 17, 2023. During the assessment window, 1,480 FOAs were conducted among 990 (67%) of 1,480 students cumulatively enrolled.<sup>4</sup> This is a decrease of 315 families completing a FOA in comparison to approximately 1,224 families who completed a FOA in the first administration window of August 9 to October 28, 2022.

## Family Partnership Agreements [Reported in Q1 & Q4]

To support collaborative goal setting, FEP engage families in an optional Family Partnership Agreement (FPA) each school year. This agreement is offered to families at enrollment and throughout the school year to document two long-term goals for each family, as well as progress toward reaching these goals. FEP are supporting 1,043 families who signed a FPA in Q1 and through significant contacts with families, FEP encourage families wishing to set long-term goals to enter into a FPA. Additional FPA data will be reported in Q4.

Examples of long-term goals set in the FPA include:

- Support of K-Readiness skills, including foundational literacy skills
- Home ownership
- Parent/child relationship, quality time at home, shared reading
- Budgeting and financial health
- Continued education and skills training



<sup>4</sup> The number of assessments exceeds the number of families enrolled due to the completion of multiple FOAs across three families.

## Health and Mental Health Screening

First 8 Memphis requires all Pre-K Operators to provide hearing and vision screenings to every student. Operators may offer additional screenings at their discretion. During Q3, our Operators provided:



**443 Vision Screenings**



**182 Health Screenings**



**478 Hearing Screenings**



**3 Mental Health Screenings**



**69 Additional Screenings**

including, but not limited to, dental and physical development

## Family Engagement Personnel Collaborative Meetings

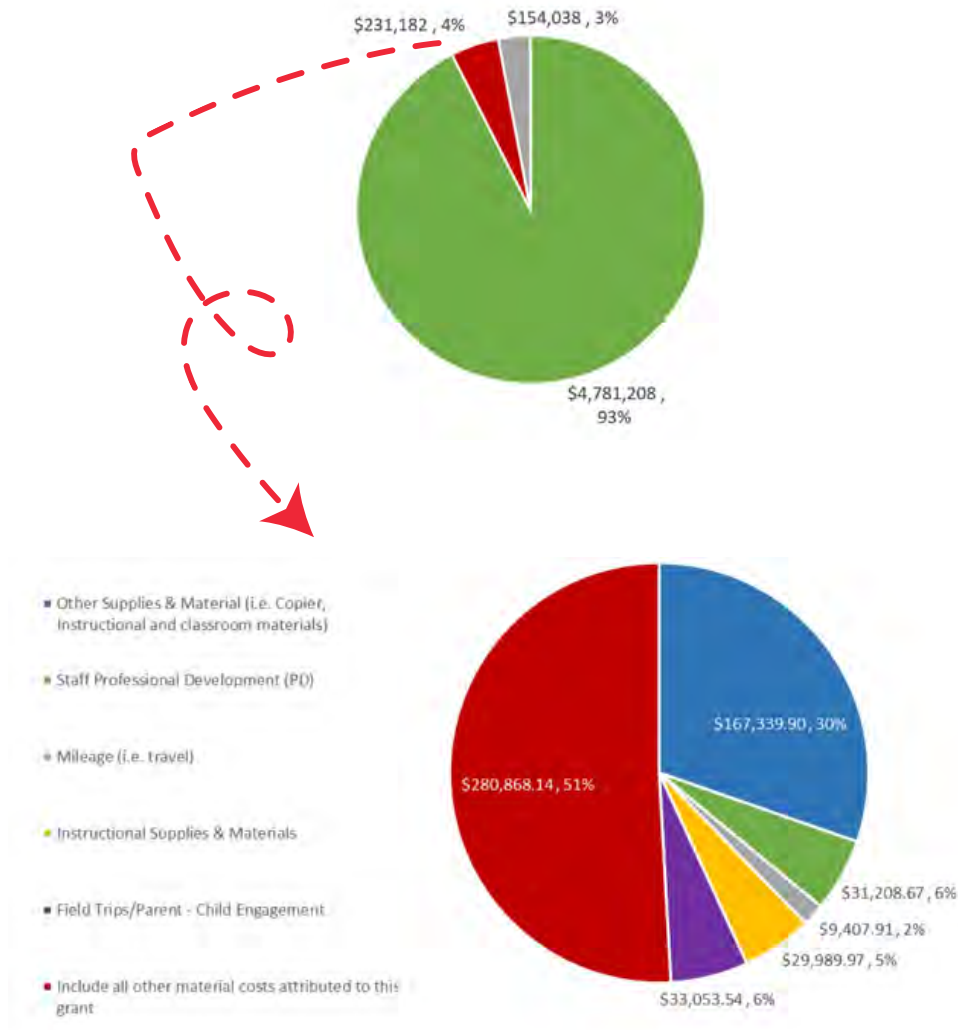
Using analyzed Family Engagement Survey trends, F8M staff facilitate monthly FEP collaboratives to discuss trends in service referrals for families and supports provided by FEP. Collaboratives provide feedback on family goals and connection to resources, as well as collaborative professional development to improve and enhance family engagement services. Additionally, F8M staff use Family Engagement Surveys to determine the number of health screenings provided to children, need-based referrals, and significant contacts made by FEP each quarter, and to determine how F8M may support professional development based on data trends.



# First 8 Memphis Pre-K Financing

For Quarter 3 of the 2022-23 school year, First 8 Memphis paid a total of \$3,275,000 to Pre-K Operators (a year-to-date total of \$9,889,000). This amount includes \$615,000 for wraparound services. As of Q3, Operators spent the majority of the funds 91% (\$7,909,495) on personnel for their Pre-K programs, 6% (\$551,868) on other program expenses, and 3% (\$275,506) on administrative expenses.

## Q3 2022-23 Operator Expenses



The 4% spent on program supplies was divided among field trips, instructional supplies and materials, supplies and materials (normal office supplies), and “all other material costs” (may include equipment, printing costs, etc.), with a very small percentage spent on staff professional development.

# Conclusion



## Q3 Performance Highlights

### Enrollment

**89% capacity filled**

1,419 four-year-olds were enrolled in 80 F8M Pre-K classrooms across Shelby County at the end of Q3.

### Attendance

**87% of students**

met the goal for satisfactory attendance.



A child's early years hold the key to their success. Research demonstrates that children who have access to quality early learning are better prepared when entering Kindergarten than children who do not attend early learning programs.

F8M Operators reported cumulative enrollment of **1,480 eligible four-year-old students** between January 2 and March 10, 2023. End-of-quarter enrollment held steady at 1,419, representing **89%** of enrollment capacity. Out of the cumulatively enrolled student total of 1,480, **87%** of F8M Pre-K students met our satisfactory attendance goals.

Instructional coaches supported teachers in providing high-quality instruction aligned to key domains of child development. Teachers are consistently supported with observational data, instructional resources, and professional development.

FEP supported families in identifying long-term goals for the 22-23 school year, identifying needs and accessing community resources, and supported student attendance in Pre-K programs.

The performance metrics in this report indicate that **F8M Pre-K programs provide positive, engaging learning environments for the four-year-old children of Shelby County.** Operators adhere to program standards and offer an array of services to support families to meet their individual needs. F8M continues to collaborate with our stakeholders and Pre-K Operators to ensure services that promote successful outcomes for the children and families of Shelby County.

## About First 8 Memphis

First 8 Memphis (F8M) works to ensure every child in Memphis and Shelby County can reach their full potential by building a strong start during the first 8 years of life. We are leaders, conveners, and advocates working to implement, scale, and improve the early care and education system for young children during their most critical developmental ages. This includes support for nurturing early learning and care environments, high-quality Pre-K programs that prepare children for Kindergarten and beyond, and two-generation services, such as home visitation, early childhood mental health, and more. F8M's early care and education systems-building work is conducted in collaboration with the F8M Leadership Council and other stakeholders. Success in the **first eight years** leads to success for a lifetime. Learn more at [first8memphis.org](https://first8memphis.org).



# FIRST EIGHT MEMPHIS

Success in the **first 8** years.  
Success for a lifetime.

## Thank You!

First 8 Memphis would like to thank all partners and supporters who are working to strengthen early childhood education systems in Shelby County.



## First 8 Memphis Staff



**Dr. Kandace Thomas**  
Executive Director



**Johanna Harrison**  
Pre-K Associate



**LeAmber Hill**  
Contracts & Compliance Manager



**Corey Strong**  
Director of Partnerships



**Kenyona Thomas**  
Marketing & Comm. Associate



**LaDora Watkins**  
Executive Assistant



**Gwendy Williams**  
Director of Operations

## Board of Directors



**Dr. Carol Johnson**  
Dean



**Jim Boyd**



**Kathy Buckman**  
Gibson



**Pamela Clary**



**John Daniel**



**Keva R. Latham**



**Leigh Mansberg**



**Mary H. McDaniel**



**Reginald Milton**



**Alicia Norman**



**Patrice J. Robinson**



**Yvonne Smith Madlock**



**Michael Whaley**



**Tutorial Williams**

# **PARKS COMMITTEE**

# **City of Memphis Public Art Program**

## **Guidelines**

### **Mayor**

*Jim Strickland*

### **Memphis City Council**

*Rhonda Logan, District 1*

*Frank Colvett, District 2*

*Patrice J. Robinson, District 3*

*Jana Swearingen-Washington, District 4*

*Worth Morgan, District 5*

*Edmund Ford, Sr., District 6*

*Michalyn Easter-Thomas, District 7*

*JB Smiley, Jr., District 8, Position 1*

*Cheyenne Johnson, District 8, Position 2*

*Martavius Jones, District 8, Position 3*

*Chase Carlisle, District 9, Position 1*

*J. Ford Canale, District 9, Position 2*

*Dr. Jeff Warren, District 9, Position 3*

### **Public Art Oversight Committee**

*Patricia Daigle*

*Brandon Eso Tolson*

*Kate Roberts*

*Mario Walker*

*Davida Cruthird*

*Yvonne Jones*

*Jen Prudhome Booker*

### **UrbanArt Commission Staff**

*Lauren Kennedy, Executive Director*

*Kayla J. Smith, Program Manager*

*Travis Washington, Program Manager*

*Richard Echols, Program Manager*

*Gabrielle Brooks, Communications & Development Manager*

*Mallory Key, Operations Manager*



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## **INTRODUCTION**

Public Art Guidelines and a funding vehicle for public art projects were provided for in an ordinance approved by the City Council on March 5, 2002 and were revised in August 2023. The Guidelines outline the policies the UrbanArt Commission will follow to administer a public art program on behalf of the City of Memphis. These Guidelines apply to public art acquired through the City of Memphis's percent for art program and to public art acquired after the document's adoption.

An ordinance creating the public art program was introduced by City Council Chairman Rickey Peete on February 19, 2002 and adopted by the City Council on March 5, 2002 as Ordinance No. 4934. The ordinance dedicates an Art Percentage of one percent (1%) of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, not to exceed \$1 million per fiscal year, which shall be allocated to the Public Art Fund for use in the development of Artwork.

## **PURPOSE**

Artistic and cultural resources are key to the overall quality of life of a community. Public art contributes significantly to the economic vitality of a region by improving the quality of the built environment and fostering a positive community identity. Historically, artists have helped shape the great public projects of other eras, from the federal monuments of our capital to the community treasures of the Works Projects Administration. The creation of the City of Memphis Public Art Program integrates the skills of artists into capital improvement and major development projects, enhancing Memphis for those who live here now and contributing to the creation of a legacy for generations to come.

## **GOALS AND OBJECTIVES**

The City of Memphis's public art program is committed to the highest artistic standards in form and content and to the broadest involvement of artists. Specifically, the Public Art Program seeks:

- To enhance the quality of life of the residents of the City of Memphis through the creation of an improved physical and cultural environment;
- To enhance the visibility and stature of Memphis in local, regional, national and international arenas;
- To provide leadership in the development of high quality public spaces;
- To expand the economic vitality of the City through increased property values and new cultural tourism opportunities;
- To provide access to artistic experiences of the highest caliber for the residents of and visitors to the City of Memphis;
- To acknowledge the skills and creativity of artists which are the key to the success of such a program;
- To enhance the quality of selected City capital improvement projects through the incorporation of the skills of artists;

- To encourage innovative approaches to public art;
- To integrate artists into the planning and design process at the earliest possible opportunity;
- To engage citizens in the public art process in meaningful and responsive ways;
- To stimulate public dialogue about issues raised by public art;
- To ensure that public artwork is accessible to all individuals including those with diverse needs; and
- To ensure access and the equitable distribution of commissions among artists of diverse cultural backgrounds who are representative of the residents of the City of Memphis.

## DEFINITIONS

**Accessioning** means the procedure used to accept and record an artwork as part of the City's public art collection.

**Acquisition** means the accession of an artwork into the City's public art collection, whether by commission, purchase, gift or other means.

**Artist** means a person who has established a reputation of artistic excellence in the visual, design, performing or literary arts, as judged by peers, through a record of exhibitions, public commissions, sale of works and/or educational attainment.

**Artist team** means two or more artists working collaboratively on a public art project.

**Artwork** means all forms of original creations or works designed by a professional artist, team of artists, or design team, using a variety of media; can be free standing, integrated into architecture, functional, non-functional, temporary or permanent.

**Arts Professional** means an arts administrator, art historian, curator, writer, or other professional who works in the visual, design, performing or literary arts.

**City** means the City of Memphis or any other public entity for which the City Council is the governing body.

**Capital Improvement Project (CIP)** means any new building or facility and any expansion or upgrade of the capacity of an existing facility or system.

**Commission** means the UrbanArt Commission.

**Consultant** means an individual or firm hired for advice or to undertake a specific task.

**Council** means the City Council of the City of Memphis, acting by and on behalf of the City of Memphis and/or any other public entity for which the City Council is the governing body.

**Deaccession** means the procedure followed to remove an artwork from the public art collection.

**Design team** means the collaborative team that includes, but is not limited to, an artist and at least one other design professional, such as architect, landscape architect, or engineer.

**Local Artist** means an artist who is currently living within the Memphis Metropolitan Statistical Area.

**Maquette** means a scale model of a proposed public artwork.

**Minority** means those persons, citizens of the United States and lawfully admitted resident aliens who are African American (persons whose origins are in one of the Black regional groups of Africa).

**Participating Bureau** means a department of the City that either constructs or funds a CIP Project in which Artwork is to be installed and Public Art Funds are to be expended.

**Percent for Art Ordinance** means the ordinance enacted by the City Council which provided a vehicle for funding of public art and creation of Public Art Guidelines (See Appendix A).

**Project manager** means a City representative who manages a construction project to which public art funds are allocated.

**Public art** means artwork that is accessible to the public and created through a public process that considers the social and physical context of the site and addresses the goals of the public art program.

**Public Art Allocation** means that percent defined in Section 2-88 (A) of the Percent for Art Ordinance to be allocated to the Public Art Fund out of eligible general fund capital improvement project (“CIP”) funds (excluding Public Works project, PW 156) and used to enhance public buildings with Artwork.

**Public Art Budget** means the amounts budgeted for the development, fabrication, delivery, and installation of public art in City capital or renovation projects. Such budgeted amounts do not include administrative or maintenance costs which are reflected in other City budgets.

**Public art collection** means all artwork on public land or in public facilities owned by the City of Memphis and procured under the percent for art ordinance.

**Public Art Fund** means the special fund established as a separate account pursuant to Section 2.88 (A) of the Percent for Art Ordinance with funds allocated to the Public Art Fund and administered by the City.

**Public Art Guidelines** means the guidelines for the governance of the public art program as required by Section 2.89 of the Percent for Art Ordinance. (See Appendix A.)

**Public Art Maintenance Fund** means the special fund established as a separate account pursuant to Section 2.88 (B) of the Percent for Art Ordinance with funds allocated to the Public Art Maintenance Fund, and administered by the City.

**Public Art Oversight Committee (PAOC)** means a committee that consists of seven members composed of the Chair of the UAC or his/her designee; two members nominated by the UAC and approved by the City Council (one of which must be a practicing visual artist), three members appointed by the City Mayor with the approval of the City Council, (one of which must be a practicing visual artist) and one City Councilperson appointed by the chair of the City Council. The seven members shall serve two year terms or until their successors are duly nominated and approved. The Committee shall also include as ex-officio members the UAC Executive Director and the Director or designee of any Participating Bureau.

**Public Art Plan** means an annual plan for the inclusion of public art into City capital improvement projects.

**Public Art Program** means the activities and art enhancements generated pursuant to ordinance and governed by the Public Art Guidelines.

**Public Art Project** means the creation of public artwork in accordance with the Public Art Guidelines.

**Selection panel** means the individuals appointed by the PAOC to recommend artists, propose artwork and budget expenditures for a public art project.

**UAC** means the UrbanArt Commission, an independent 501(c)(3) organization established in 1997.

**UAC staff** means UrbanArt Commission employees.

**Women** means those persons, citizens of the United States and lawfully admitted resident aliens, who are of the female gender and not otherwise included in one of the specific ethnic minority groups.

## **ROLES AND RESPONSIBILITIES**

The following summarizes roles and responsibilities in connection with the Public Art Program for City capital improvement projects.

### **The City of Memphis**

The City shall contract annually with the UAC for the UAC to administer the Public Art Program, and shall provide therein for compensation to be paid to UAC for all such administrative services.

### **Memphis City Council**

The Council shall

- Appropriate an amount equal to one percent (1%) of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, not to exceed \$1 million per fiscal year.
- Provide operating funds in an amount equal to one-tenth of one percent (0.1%) of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, which funds shall be allocated to the Public Art Maintenance Fund.
- Review and act upon recommendations regarding the Public Art Program's Annual Plan and the Public Art Guidelines.
- Appoint and approve members appointed to the Public Art Oversight Committee by the Mayor of the City of Memphis and City Council.

### **UrbanArt Commission**

UAC and the Public Art Oversight Committee shall, after consultation with the City Council and participating bureaus of the City, administer the provisions of the Public Art Program relating to artwork acquisition and display, and shall :

- Nominate one member of the Public Art Oversight Committee from the UrbanArt Commission board, for approval by the City Council.
- Provide oversight to the administrative aspects of the Public Art Program including the development and presentation of budgetary recommendations regarding staffing costs, consultant costs, and other reasonable expenses associated with the administration of the Public Art Program.
- Set forth any other matter appropriate to the administration of the Public Art Program.

### **UrbanArt Commission Staff**

The UrbanArt Commission staff shall

- Provide for annual meetings with Participating Bureaus, the City Council and any other appropriate representative of the City of Memphis.
- Develop and implement an annual plan for the Public Art Program, in conjunction with the PAOC and Participating Bureaus, that takes into account the views of the Participating Bureaus and is consistent with all applicable City budgets.
- Facilitate meetings of the PAOC and the ad hoc Selection Panels

- Develop and maintain a list of potential artist selection panelists to be approved by the PAOC.
- Recommend, after approval of the PAOC, to the City Engineer for their final approval the selection of Artwork to be created with Public Art Funds.
- Provide quarterly reports and reviews to the Council to account for Artwork projects funded from the Public Art Fund.
- Clarify the responsibilities for maintenance of Artwork, including any extraordinary operations or maintenance costs associated with Artwork, prior to selection.
- Facilitate the preservation of art objects, ethnic and cultural arts and crafts, and artifacts funded through the Public Art Program.
- Determine a process to accession and deaccession Artwork, as necessary.
- Negotiate and administrate contracts with artists.
- Review and approve all plans and bid documents as they pertain to the implementation of the Public Art Program.
- Convene and facilitate public meetings, in conjunction with Participating Bureaus, as needed for the implementation of the Public Art Program.
- Document and archive Public Art Projects as appropriate, including but not limited to, contracts, construction drawings, maintenance manuals and visual documentation.

### **Public Art Oversight Committee**

The Public Art Oversight Committee shall determine a standing meeting date and time; to meet at least once a month. For all decisions made by the PAOC, a quorum must be present. A quorum shall consist of a majority of duly appointed PAOC members. The PAOC shall have the authority to remove any duly appointed PAOC member who has failed to attend three consecutive meetings. Upon such removal, the PAOC shall request nomination and approval of a new member to fill the vacancy thereby created.

The PAOC shall

- Provide general oversight of the Public Art Program, scope of art projects, artworks, and artists for the projects.
- Advise and provide recommendations to UAC on guidelines for the Public Art Program.
- Ensure equal access for project consideration to all qualified artists regardless of race, color, religion, sex, national origin, veteran status, disability, or age.
- In conjunction with Public Art Program staff, develop recommendations contained in the Annual Public Art Plan.
- Approve and update a list of potential selection panelists from which UAC staff will draw selection panelists.
- Approve the selection panel for each project.
- Review and approve the artist(s) selected by the selection panel(s) and forward a recommendation to the City Engineer and UAC to contract with the selected artist(s).
- Serve as a board of appeals for any issues that arise in conjunction with the Public Art Program.



## **City Engineer**

The City Engineer shall

- Oversee management and delivery of capital projects.
- Inform UAC staff of new capital or renovation projects at the earliest possible time to allow for adequate review and planning to determine projects that might benefit from the inclusion of public art.
- Coordinate the integration and delivery of public art components in capital or renovation projects with UAC staff.
- Work with UAC staff to determine the applicability of public art to proposed capital or renovation projects and in developing the Annual Public Art Plan and Public Art Budget.
- Advise UAC staff of any ordinances, resolutions, regulations or limitations on funding sources that may affect a specific project.
- Coordinate with UAC staff during the project to integrate any architectural/engineering changes that may impact the art component.

## **Participating Bureaus**

The participating bureaus shall

- Designate a liaison to represent the Participating Bureau in the development of the Annual Public Art Plan and other Public Art Program issues.
- Work with UAC staff in developing the Annual Public Art Plan and in determining the applicability of public art to proposed capital or renovation projects.
- Coordinate with UAC staff to ensure appropriate outreach to any advisory groups, neighborhood groups or others that may be impacted by or be interested in the development of a specific project.
- Assist in the resolution of differences regarding the public art component as appropriate.
- Assist in the development of maintenance plans, and in the maintenance and/or conservation of art within the jurisdiction of the Participating Bureau.

## **APPROPRIATION OF FUNDS**

### **Art Allocation**

- The Public Art Ordinance mandates that one percent (1%) of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, not to exceed \$1 million per fiscal year, shall be allocated to the Public Art Fund for use in the development of Artwork, including but not limited to, artist design services, the development of design concepts and models, an Artist in Residency Program, the selection, acquisition, purchase, commissioning, placement, installation, exhibition and display of Artwork, and architectural and engineering design associated with Artwork.
- The Public Art Allocation will be calculated by the Finance Director, concurrently with the development of the City's Capital Improvement Project Budget.
- The Finance Director will notify the Division of Engineering and UAC of the final Public Art Allocations on an annual basis.

### **Appropriation of Public Art Allocations**

- Art Allocations will be presented by the Finance Director to the Council for consideration each year as part of the Proposed Capital Improvement Budget.
- Upon approval by the Council of the recommended Public Art Allocations in the Annual Public Art Plan, the UAC staff will submit proposals under the organization's Open End Service Agreement to City Engineering to receive a Notice to Proceed to encumber approved project funds.
- Upon selection of an artist and artistic concept for a City capital project, and approval of an art project budget for such project by the Public Art Oversight Committee, the UAC will submit invoices to the Division of Engineering for each specific art project prior to start of said project.

## **USE OF FUNDS**

### **Allowable Public Art Project Costs**

Public Art Allocations may be used to fund the following expenditures: Artist Selection Panel expenses, travel expenses for artist finalists, purchase or design and fabrication of Artwork, fees for artist services, transportation and installation of Artwork, insurance, identification plaques, community education and other reasonable expenses associated with the initiation, development and completion of Artwork created through the Public Art Program.

The following are potential approaches to Artwork that may be considered in implementing the City's Public Art Program.

- Sculpture: Free standing, wall supported or suspended, kinetic, electronic or mechanical in material or combination of materials;
- Murals or portable paintings: In any materials or variety of materials, with or without collage or the addition of nontraditional materials and means;
- Earthworks, neon, glass, mosaics, photographs, prints, calligraphy, any combination of forms of media, including sound, film, holographic, and video systems, hybrids of any media and new genres;
- Standardized fixtures such as grates, street lights, signage, and other design enhancements, as are rendered by an artist for unique or limited editions;
- Artworks created through an Artist in Residency Programs;
- Restoration or replication of original decorative ornament and public art as part of the rehabilitation of historic, cultural and architectural landmarks; and
- Similar amenities as determined by the UAC and the PAOC.

### **Maintenance and Art Replacement Costs**

Funds for ordinary maintenance of public art will be the responsibility of the City department. Extraordinary conservation and replacement of public art or components of a public art project should be included in the Annual Public Art Plan for consideration by the Council during the City's annual budget process. Funding approved by the Council for extraordinary conservation activities will be included in the Public Art Maintenance Fund under a separate account.

### **Ineligible Public Art Project Costs**

Public art monies may not be expended for directional elements, signage, mass produced objects, reproductions, or for architectural elements, landscape architecture or gardening except as they relate directly to an artist's design for a public art project.

## **SELECTION PANELS**

### **Appointment**

UAC staff will recommend for PAOC approval a selection panel proposed by UAC staff for each project. With PAOC direction, each selection panel recommends artists or artwork for specific public art projects based on the Public Art Program goals and selection criteria as outlined in the Annual Public Art Plan.

Any selection panelist that misses more than one meeting will be removed from the panel.

### **Prospective Panelists**

UAC staff will compile and maintain a file of prospective panelists from professional knowledge and recommendations from the PAOC, selection panel members, the Council, arts professionals and the community at large.

It is recommended that no voting panelist, with the exception of the lead design professional on a project and the designee of the Participating Bureau, serve on more than one selection panel in any given fiscal year. Under special circumstances, the PAOC may decide to reappoint a panelist to a second selection panel during the same fiscal year because his/her expertise and/or experience is necessary for the success of a project.

### **Composition**

Each selection panel will consist of five to nine members with the number and make-up determined by the size and complexity of the project and will include members who bring diverse perspectives. Each selection panel must include at minimum the design architect or lead design professional, two arts professionals (one of which must be a visual artist), a designee of the Participating Bureau and a representative from the community in which the proposed project will be located. UAC staff and the City Project Manager serve ex-officio, non-voting members of the panel.

Some selection panels may require or benefit from professional artistic expertise from outside Memphis. Such projects may include projects with large budgets, multiple artists and/or national prominence. In such circumstances, the PAOC may elect to appoint a regionally or nationally recognized public artist, public art professional or art curator to serve on a selection panel.

Panelists may be paid, when appropriate, according to a fee schedule developed by staff. Panelists will reflect knowledge and interest in art, as well as community concerns.

In addition to the panelists, a designated PAOC member and a UAC board member may serve as ex-officio, non-voting panelists. Other advisory non-voting members may be added as necessary. UAC staff members will serve as panel facilitators.

### **Selection Panel Responsibilities**

The selection panels shall

- Determine, according to recommendations outlined in the Public Art Plan, method for selecting artist(s), artist eligibility and project scope.
- Review call to artist or project summary produced by UAC staff.
- Review artist submissions for the project, according to criteria outlined in the Public Art Plan and in the Public Art Guidelines for artist selection.
- Identify one or more selected artists for PAOC approval.
- Review Artwork proposals, including schematic and final designs, and recommend approval to PAOC.
- Make decisions in conformance with federal and state law.

### **UAC Staff Responsibilities**

The UAC staff shall

- Facilitate communication between the PAOC and selection panels;
- Compile a pool of potential selection panelists and recommend a selection panel for each project;
- Provide public art program overview and project summary to selection panel;
- Facilitate selection panel meetings;
- Present finalist selection to PAOC for approval;
- Present recommendations for approval by PAOC of artist schematic and final designs.
- Contract with selected artists on behalf of the City of Memphis.

### **Public Art Oversight Committee Responsibilities**

The Public Art Oversight Committee will be informed of and take action on the following:

- The annual public art plan and budget.
- Artist selection panels.
- Selected Artists
- Artist's Schematic Design.
- Artist's Final Design.
- Overall design plans for projects in which artists serve as members of the design team.
- Approve all benchmarks releasing payments to the contracted artist.

The Public Art Oversight Committee shall approval all recommendations made by the selection panels unless the Artist or Artwork is deemed inappropriate for the following reasons:

- Artist does not meet eligibility requirements
- Artist has a conflict of interest
- Artwork cannot be maintained
- Artist or Artwork is deemed unsuitable for the project

## **SELECTION METHODS**

The following selection methods may be used to select artists.

### **Open Competition (Request for Qualifications or Request for Proposals)**

An open competition is a "Call To Artists" for a specific project in which artists are asked to submit evidence of their past work. Any artist may submit credentials and/or proposals, subject to any limitations established by the PAOC. Calls for entries for open competitions will be sufficiently detailed to permit artists to determine whether their work is appropriate to the project under consideration.

### **Limited Competition**

A limited number of artists shall be invited by the PAOC to submit credentials and/or proposals for a specific project. Artists shall be invited based on their past work and exhibited abilities to meet situations posed by particular project requirements or based on other non-aesthetic, public art program goals.

### **Invitational Competition**

In an invitational competition, a very small number of artists (usually between three and six) are invited to submit credentials and/or proposals for a specific project. Invited artists shall be selected directly by staff or identified by the PAOC through an initial slide review process. Artists shall be included in the slide review process based on their ability to meet situations presented by the given project.

### **Direct Selection**

At times, the PAOC may elect to make a direct selection in which they contact a specific artist for a particular project. Such an election may occur for any reason, but will generally occur when circumstances surrounding the project warrant either an open or invitational competition unfeasible (for example: project timeline, community or social considerations, client demand, etc.). Over time an ongoing list of eligible artists will be developed and approved by the PAOC for use in direct selection projects.

### **Mixed Process**

A mixed process includes any combination of the above approaches.

## **SELECTION CRITERIA FOR ARTISTS AND ARTWORK**

### **General Criteria**

Projects undertaken by artists or acquisitions of artwork whether by commission, purchase, gift, or other means should further the purpose and goals of the public art program. The PAOC will determine the appropriate recruitment strategy to establish a pool of artists for each project based on standard methods described above. The selection panel will apply the following criteria when selecting artists, considering acquisitions or siting artwork:

### **Artistic Merit**

The inherent quality and excellence of a proposed artwork together with the strength of the artist's concept and design capabilities are the program's highest priorities. Other artistic credentials to consider include training and critical or other professional recognition.

### **Context**

Artwork must be compatible in scale, material, form, and content with its surroundings. When serving a functional purpose, artworks may establish focal points; modify, enhance or define specific spaces; establish identity or address specific issues of civic design. Consideration should also be given to the architectural, historical, geographical and social/cultural context of the site or community, as well as the way people may interact with the artwork. They must be able to respond to the specific contextual issues and considerations of the particular project, its community and users.

### **Relevant Experience**

Experience and professional record of artist/s should provide convincing evidence of ability to successfully complete the project as proposed. Particularly on collaborative or design team projects artists should demonstrate ability to:

- Communicate effectively and elicit the ideas of team members;
- Exhibit flexibility and problem-solving skills;
- Work with architectural drawings and construction documents;
- Engage community representatives in a project.
- Successfully manage all aspects of the project including budgets, committees, sub-contractors, installers and other construction and administrative logistics.

### **Permanence/Maintenance**

Due consideration will be given to the structural and surface soundness, operational costs and inherent resistance to theft, vandalism, weathering and excessive maintenance. Artists should include recommended methods and schedules for maintenance.

### **Technical Feasibility**

An artist must exhibit a successful track record of construction and installation of artwork or show that an appropriate professional has examined the proposed artwork and confirmed feasibility of construction and installation.

**Budget**

An artist's proposal should provide a budget adequate to cover all costs for the design, fabrication, insurance, transportation, storage, and installation of the proposed artwork, plus reasonable unforeseen circumstances. Artists should have a history of completing projects within budget.

**Diversity**

Artwork will be sought from artists of diverse ethnic and cultural identities and from local, regional, national, and international artists. The PAOC encourages applications from artists working in both established and experimental art forms.

**Fabrication and Installation Schedules**

The artist proposal should include a project timeline that incorporates design review, fabrication, delivery and installation in accordance with project schedule. The artist should have a history of completing projects on time.

The PAOC and selection panel may recommend rejection of all submissions if none are considered satisfactory and a new pool of artists may be established.



## **ARTIST RESTRICTIONS**

### **General Restrictions**

Artists or members of their immediate families who work for the UrbanArt Commission or serve on the Public Art Oversight Committee will not be commissioned or receive any direct financial benefit from the Public Art Program during their tenure on either of those bodies. This restriction shall extend for the period of one-year following the end of service and indefinitely for projects that were developed or acted upon during the artist's tenure on the Commission or Committee.

No artist may receive more than two art enhancement commissions under any five-year period. No artist may be selected for the Movable collection more than once during any five-year period.

### **Local Artist Participation Requirements**

One of the goals of the Public Art Program is to foster and celebrate the talents of local artists. Therefore, sixty percent (60%) of the artwork created with percent for art funds during any five-year period shall be accomplished by local artists. A local artist means an artist who has lived or worked within the Memphis Metropolitan Statistical Area for five (5) or more years during such artist's career.

### **Diversity Goals**

In an effort to promote equality and diversity, the Public Art Program should include significant participation by Minorities and Women. The PAOC will set and review diversity goals on an annual basis.

### **Inappropriate Communication with Selection Panel**

UAC staff shall be responsible for all correspondence and communication by and between artists applying for percent for art projects and members of selection panels. Discussion by and between any applicant artist and any member of a selection panel outside of regularly scheduled meetings for such purpose during the selection process may be grounds for the disqualification of the artist. Such determination shall be in the sole discretion of the PAOC.

## **PROJECT IMPLEMENTATION**

### **Coordination between UAC Staff, City Engineer, Participating Bureaus and the Selected Artist(s)**

- UAC staff will work with the City Engineer to establish a meeting schedule for the artist.
- UAC staff, City Engineer and the Participating Bureau representative will brief the artist on the project's goals, opportunities and constraints. At later stages, these same entities will review designs for feasibility and potential risk management issues.
- UAC staff and the City Engineer will establish a timeline for the development of the public art component that is consistent with the capital improvement project's timeline. The timeline will identify specific milestones for review and set the requirements for completion of the successive stages of Schematic design, final design, fabrication and installation.
- UAC staff will coordinate with the City Engineer and the Participating Bureau representative to ensure reviews occur in a timely manner. UAC staff will transmit comments to the artist for refinement.

### **Schematic Design Review and Approvals**

The City Engineer and the Participating Bureau representative will be involved throughout the public art design process. Once the Selection Panel has reviewed the Schematic design, the City Engineer and the Participating Bureau representative will review and comment upon the artist's work at the Schematic Design stage prior to presentation to the Public Art Oversight Committee.

- After comments are received from the City Engineer and Participating Bureau representative, if required, the artist will refine the Schematic Design proposal.
- If the artist is not in agreement with City Engineer or Participating Bureau representative comments, UAC staff will mediate discussions to arrive at a consensus among all parties.
- The artist's Schematic Design will then be presented to the Public Art Oversight Committee. The Public Art Oversight Committee may reject a Schematic Design for which it deems unsuitable.

### **Final Construction Documents Approval**

After approval of the Schematic Design by the Public Art Oversight Committee, the artist shall be authorized to proceed with Final Construction Documents.

- After the Selection Panel reviews the Final Construction Documents, the City Engineer and the Participating Bureau representative will review and comment upon the artist's Final Design prior to presentation to the Public Art Oversight Committee.
- After comments are received from the City Engineer and Participating Bureau representative, the artist will refine the Final Construction Documents for presentation to the Public Art Oversight Committee. The Public Art Oversight Committee shall review the Final Design Documents for compliance with the approved Schematic Design.

- If the artist is not in agreement with City Engineer or Participating Bureau representative comments, UAC staff will mediate discussions to arrive at a consensus among all parties.
- The artist's Final Construction Documents submittal shall include a detailed budget for all public art elements under the artist's contract. UAC staff may require the artist to include bona fide bids from suppliers or subcontractors. UAC staff may require that up to ten (10%) of the budget be reserved as a project contingency.

## **MANAGEMENT OF CITY PUBLIC ART**

### **Conservation and Maintenance**

#### **Routine Maintenance**

- It will be the policy of the Public Art Program to encourage the design of public art that will require limited maintenance.
- Any public art requiring unusual operation or maintenance costs will require approval by the Participating Bureau representative and the City Engineer prior to the review by the Public Art Oversight Committee of the Final Design.
- Routine maintenance of public art will be the responsibility of the Participating Bureau that owns and maintains the facility and/or site where the art is located.
- All maintenance will be performed with reference to the maintenance guidelines established by the artist as part of their contractual agreement to produce the work.

#### **Conservation**

- UAC staff will be responsible for updating the survey of the condition of all public art located on City property at least every five (5) years.
- The survey will include a condition report for each work, prioritized recommendations for the restoration or repair of the art, and estimated costs.
- UAC staff will review the survey as part of the development of the annual Public Art Plan and recommend priority conservation projects for inclusion in the plan to be funded from monies in the Public Art Curatorial Fund or from other sources.
- It will be the policy of the Public Art Program to contact the artist for recommendations prior to engaging in any repair or conservation efforts.

### **De-accessioning**

#### **Policy**

- The City will retain the right to de-accession any public art on City property.
- The Public Art Oversight Committee will recommend to the UrbanArt Commission review procedures that:
  - Insulate the de-accessioning process from fluctuations in taste — whether on the part of the City, the Public Art Oversight Committee or the public.
  - Ensure that de-accessioning will be employed infrequently and that the process will operate with a strong presumption against removing art from City property.
- Public art projects may be considered for review toward de-accessioning if one or more of the following conditions apply:
  - The art has received consistent adverse public reaction for a period of five or more years.
  - The site for the art has become inappropriate because the site is no longer accessible to the public or the physical site is to be destroyed or altered in a significant way.
  - The art is found to be fraudulent.

- o The art possesses demonstrated faults of design or workmanship.
- o The art requires excessive or unreasonable maintenance.
- o The art is damaged irreparably, or to an extent where repair is unreasonable or impractical.
- o The art represents a physical threat to public safety.
- o The art is rarely displayed.
- o A written request for de-accessioning has been received from the artist.
- Unless there is a significant issue of public safety, the site for a work of public art has been lost, or the art has been proven fraudulent, no art will be considered for de-accessioning unless it has been in the City collection for a minimum of ten years.

**Procedure**

- Should the City choose to de-accession a work, the artist will first be given the opportunity to purchase the art at its current appraised value.
- Alternate methods include:
  - o the art may be appraised and advertised for sale.
  - o the City may seek competitive bids for the artwork.

## **CONFLICT OF INTEREST**

### **UrbanArt Commission Staff**

Employees of UAC are ineligible for public art commissions or projects as long as they are employed by UAC. Family and household members also are ineligible for public art commissions or projects over which the UAC has approval authority or administrative responsibility.

### **UrbanArt Commission Board and Public Art Oversight Committee**

Members of the UAC Board or the PAOC are ineligible for public art commissions or projects during their tenure and for one year following their term of service. Family and household members also are ineligible for public art commissions or projects over which the UAC has approval authority or administrative responsibility. These restrictions will extend indefinitely for any specific commission or projects that were reviewed or otherwise acted upon during membership on the UAC or PAOC.

Members of UAC or PAOC must declare any potential conflict of interest, including personal or business relationships, and withdraw from participating or voting on any competition, commission, or project with which they are involved that come before the UAC, PAOC, or selection panels.

### **Selection Panelists**

Selection panels will exclude family or household members or those who have personal or business relationships with an artist or artwork under consideration for a public art project by that panel. Business relationships include but are not limited to gallery owners, brokers, artist representatives, agents, fabricators, suppliers and employers.

### **Artists**

Artists who were previously involved in the development of a public art project or public artwork plan may be eligible for consideration for that particular project or plan provided there is disclosure of the prior involvement and approval of the PAOC.

- An artist is ineligible to serve as a selection panelist while under consideration for a public art commission or project.
- An artist is precluded from having his/her work considered for a public art commission or project once selected for or while serving on a selection panel.

### **Other Participants**

Members of the project management, project architect or consulting firms and employees of UAC and the City of Memphis are ineligible to receive public art funds for design services or public art commissions.

**APPENDIX A**

**ORDINANCE NO. 4934**

**AN ORDINANCE TO AMEND THE CITY CODE OF ORDINANCES  
BY ADDING TO VOLUME 1, PART I, CHAPTER 2, ARTICLE III,  
A NEW DIVISION 4 - PUBLIC ART, ESTABLISHING THE PUBLIC ART  
PROGRAM FOR THE CITY OF MEMPHIS**

**WHEREAS**, It is acknowledged that the application of functional art to public spaces in the city can enhance the city's image by improving the quality of the public environment and increasing the value of public assets; and

**WHEREAS**, Including art features in public spaces and buildings can heighten a sense of community heritage and reduce graffiti, vandalism and misuses of public spaces, and thereby build neighborhood identity and civic pride; and

**WHEREAS**, A public art program is necessary to assure that public resources are invested in both the physical and cultural infrastructure of the city; and

**WHEREAS**, A public art program recognizes the importance of the "artist" as a cultural asset for the city and is another means for the city to encourage artists to live and work in Memphis.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, That a new Division 4, Public Art, is hereby added to Volume I, Part I, Chapter 2, Article III of the City Code of Ordinances to read as follows:

Section 2-86. Purpose. The purpose of the Public Art Program, as defined herein, is to provide a dedicated funding source for art enhancements to be implemented in selected city capital improvement projects constructed by the city or with city funds, and to provide, through the Urban Art Commission's Public Art Oversight Committee, guidance and support to the city in implementing such art enhancements and to thereby foster public projects of art in city buildings and landscapes with a minimal impact on existing procedures, practices and capital improvement project budgets.

Section 2-87. Definitions. The following words, terms, and phrases, when used in this ordinance shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

"Art Percentage" shall mean that percent defined in Section 3 (A) hereof, to be allocated to the Public Art Fund out of eligible general fund capital improvement project ("CIP") funds (excluding Public Works project, PW 156) and used hereunder to enhance public buildings with Artwork.

“Artwork” shall mean all forms of original creations or works designed by a professional artist, team of artists, or design team.

“Local Artist” shall mean an artist who has lived or worked within the Memphis Metropolitan Statistical Area for five (5) or more years of such artist’s career.

“Minority” shall mean those persons, citizens of the United States and lawfully admitted resident aliens who are African American (persons whose origins are in one of the Black regional groups of Africa).

“Participating Bureaus” shall mean departments of the city that either construct or fund CIP Projects in which Artwork is to be installed and Public Art Funds are to be expended hereunder.

“Public Art Oversight Committee” shall consist of seven members composed of the Chair of the UAC or his/her designee; two members nominated by the UAC and approved by the city council (one of which must be a practicing visual artist), three members appointed by the City Mayor with the approval of the city council, (one of which must be a practicing visual artist) and one city councilperson appointed by the chair of the city council. The seven members shall serve two year terms or until their successors are duly nominated and approved. The Committee shall also include as ex-officio members the UAC Executive Director and the Director or designee of any Participating Bureau.

“Public Art Fund” shall mean the special fund established as a separate account pursuant to Section 3(A) hereof with funds allocated to the Public Art Fund and administered by the city. All interest and investment earnings attributable to the Public Art Fund shall accrue therein. The city shall establish procedures for reporting activity of the Public Art Fund. The city shall periodically provide the city council with reports reflecting all amounts allocated to the Public Art Fund, encumbered to specific projects, and expended from the Public Art Fund for Artwork.

“Public Art Maintenance Fund” shall mean the special fund established as a separate account pursuant to Section 3(B) hereof with funds allocated to the Public Art Maintenance Fund, and administered by the city. All interest and investment earnings attributable to the Public Art Maintenance Fund shall accrue therein. The city shall establish procedures for reporting activity of the Public Art Maintenance Fund.

“Public Art Program” shall mean the activities and art enhancements generated pursuant to this ordinance.

“UAC” is the Urban Art Commission, an independent 501(c)(3) organization established in 1999.



“Women” shall mean those persons, citizens of the United States and lawfully admitted resident aliens, who are of the female gender and not otherwise included in one of the specific ethnic minority groups.

Section 2-88. Funding Source, Use and Disbursement of the Public Art Program.

(A) An Art Percentage of one percent (1%) of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, not to exceed \$1 million per fiscal year, shall be allocated to the Public Art Fund for use in the development of Artwork hereunder, including but not limited to artist design services, the development of design concepts and models, an Artist in Residency Program, the selection, acquisition, purchase, commissioning, placement, installation, exhibition and display of Artwork, and architectural and engineering design associated with Artwork.

(B) Each fiscal year, the city shall provide operating funds in an amount equal to one-tenth of one percent (0.1%) of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, which funds shall be allocated to the Public Art Maintenance Fund for use for maintenance, curatorial and conservation care for Artwork developed pursuant to the Public Art Program.

(C) Funds in the Public Art Fund and the Public Art Maintenance Fund not expended by the end of the close of any fiscal year shall be carried forward to the next succeeding fiscal year, to the extent that such carried forward funds, when added to the Art Percentage funds for the succeeding fiscal year, do not exceed \$1.5 million dollars.

(D) All Participating Bureaus shall include in their applications for funding for CIP Projects to unrelated governmental agencies and other funding sources that allow for art enhancements in capital improvement projects, amounts up to the limit set by any such agency or other funding source, for artist design services and Artwork. Any grant amounts received by Participating Bureaus for Artwork or art enhancements to capital improvement projects shall be directed to the Public Art Fund and shall not be included for purposes of computing the maximum funding amounts set out in paragraph 2-88(A) or (B) hereof.

(E) Public Art Funds shall be used for the creation of Artwork, in, upon, adjacent to or in close proximity to CIP Projects.

(F) Disbursements from the Public Art Fund and the Public Art Maintenance Fund shall be made only after authorization by the city, through its City Engineer. Disbursements shall be made according to the terms of this ordinance and any guidelines adopted by the city hereunder.

(G) Sixty percent (60%) of the Artwork created hereunder during any five year period (“Participation Period”) shall be accomplished by Local Artists. The first Participation Period shall commence upon the effective date of this ordinance and shall end five (5) years from that date, at which time the next Participation Period shall begin.

(H) In an effort to promote equality and diversity in all Artwork undertaken pursuant to this ordinance, the Public Art Program funded hereunder should include significant Minority and Women participation.

Section 2-89. Administration. The City shall contract annually with the UAC for the UAC to administer the Public Art Program, and shall provide therein for compensation to be paid to UAC for all such administrative services. The UAC and the Public Art Oversight Committee shall, after consultation with the city counsel and participating departments of city, administer the provisions of this ordinance relating to artwork acquisition and display, and shall adopt guidelines to:

1. Provide for annual meetings with Participating Bureaus.
2. Develop an annual plan for the Public Art Program that takes into account the views of the Participating Bureaus and is consistent with all applicable city budgets.
3. Recommend to the City Engineer for his approval the selection of Artwork to be created with Public Art Funds.
4. Provide a method for the appointment of representatives to ad hoc selection committees, created solely for the purpose of selecting artists and reviewing Artwork proposals.
5. Determine a method or methods of selecting artists for the design, execution and siting of artwork.
6. Provide quarterly reports and reviews to the city council to account for Artwork projects funded from the Public Art Fund.
7. Clarify the responsibilities for maintenance of Artwork, including any extraordinary operations or maintenance costs associated with Artwork, prior to selection.
8. Facilitate the preservation of art objects, ethnic and cultural arts and crafts, and artifacts funded through this ordinance.
9. Determine a process to accession and deaccession Artwork, as necessary.
10. Set forth any other matter appropriate to the administration of this ordinance.

Section 2-90. Ownership. All Artwork acquired pursuant to this ordinance shall be acquired in the name of the city. Insurance coverage for Artwork acquired hereunder shall be provided and maintained by the city.

**BE IT FURTHER ORDAINED**, That the existing Division 4 of Volume I, Part I, Chapter 2, Article III of the City Code of Ordinances shall be renumbered to be Division 5.

**BE IT FURTHER ORDAINED**, That this ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the

Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise provided by law.

Ord.# 5074

AN ORDINANCE TO AMEND THE CITY CODE OF ORDINANCES BY AMENDING VOLUME 1, PART 1, CHAPTER 2, ARTICLE III, THE PUBLIC ART PROGRAM FOR THE CITY OF MEMPHIS

WHEREAS, It is acknowledged that the application of functional art to public spaces in the city can enhance the city's image by improving the quality of the public environment and increasing the value of public assets; and

WHEREAS, Including art features in public spaces and buildings can heighten a sense of community heritage and reduce graffiti, vandalism and misuses of public spaces, and thereby build neighborhood identity and civic pride; and

WHEREAS, A public art program is necessary to assure that public resources are invested in both the physical and cultural infrastructure of the city; and

WHEREAS, A public art program recognizes the importance of the "artist" as a cultural asset for the city and is another means for the city to encourage artists to live and work in Memphis.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that Division 4, Chapter 2, Article III, The Public Art Program is hereby replaced in its entirety as follows:

Sec. 2-86. Purpose.

The purpose of the public art program, as defined herein, is to provide a dedicated funding source for art enhancements to be implemented in selected city capital improvement projects constructed by the city or with city funds, and to provide, through the City of Memphis public art oversight committee, guidance and support to the city in implementing such art enhancements and to thereby foster public projects of art in city buildings and landscapes with a minimal impact on existing procedures, practices and capital improvement project budgets.

Sec. 2-87. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

*Art percentage* means that percent defined in section 2-88 (A), to be allocated to the public art fund out of eligible general fund capital improvement project ("CIP") funds (excluding public works project, PW 156) and used hereunder to enhance public buildings with artwork.

*Artwork* means all forms of original creations or works designed by a professional artist, team of artists, or design team.

*Local artist* means an artist who has current permanent residence within the City of Memphis municipal limits. An artist team shall be considered as a local artist when at least seventy-five percent (75%) of the members of the team have current permanent residence within the City of Memphis municipal limits.

*Minority* means those persons who are of a race or nationality other than Caucasian, including African Americans, Hispanics, Asians, Native Americans, or a combination thereof.

*MWBE* means an entity which is owned and controlled by one or more African Americans, Hispanics, Asians, Native Americans, or women, or a combination thereof.

*Participating bureaus* means departments of the city that either construct or fund CIP projects in which artwork is to be installed and public art funds are to be expended hereunder.

*Public art fund* means the special fund established as a separate account pursuant to section 3(A) with funds allocated to the public art fund and administered by the city. All interest and investment earnings attributable to the public art fund shall accrue therein. The city shall establish procedures for reporting activity of the public art fund. The city shall periodically provide the city council with reports reflecting all amounts allocated to the public art fund, encumbered to specific projects, and expended from the public art fund for artwork.

*Public art maintenance fund* means the special fund established as a separate account pursuant to section -3(B) with funds allocated to the public art maintenance fund, and administered by the city. All interest and investment earnings attributable to the public art maintenance fund shall accrue therein. The city shall establish procedures for reporting activity of the public art maintenance fund.

*Public art oversight committee* shall consist of seven (7) members with three (3) members nominated by the City of Memphis Mayor and approved by the City Council. Three (3) members nominated by the Council Chair and approved by the Council and one of the seven (7) members shall be the chair of the UAC board or a board member designated by the UAC board chair. The members shall serve a maximum of four (4) two-year (2) terms. Members shall sign a conflict of interest statement and declare any conflicts annually. The committee shall also include as ex officio members the UAC executive director and the director or designee of any participating bureau.

*Public art program* means the activities and art enhancements generated pursuant to this chapter.

*Regional artist* means an artist who has lived and worked in the Memphis Metropolitan Statistical Area for the past three years.

*Rolling three-year period* means at any given date, the previous three fiscal years combined.

*UAC* is the urban art commission, an independent 501(c)(3) organization established in 1999.

*Women* means those persons, citizens of the United States and lawfully admitted resident aliens, who are of the female gender and not otherwise included in one of the specific ethnic minority groups.

**Sec. 2-88. Funding source, use and disbursement of the public art program.**

- A. An art percentage of one percent of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, not to exceed \$1,000,000.00 per fiscal year, shall be allocated to the public art fund for use in the development of artwork hereunder, including, but not limited to, artist design services, the development of design concepts and models, an artist in residency program, the selection, acquisition, purchase, commissioning, placement, installation, exhibition and display of artwork, and architectural and engineering design associated with artwork.
- B. Each fiscal year, the city shall provide operating funds in an amount equal to one-tenth of one percent of the total general obligation bond amount included in the CIP budget for construction costs each fiscal year, which funds shall be allocated to the public art maintenance fund for use for maintenance, curatorial and conservation care for artwork developed pursuant to the public art program.
- C. Funds in the public art fund and the public art maintenance fund not expended by the end of the close of any fiscal year shall be carried forward to the next succeeding fiscal year, to the extent that such carried forward funds, when added to the art percentage funds for the succeeding fiscal year, do not exceed \$1,500,000.00.
- D. All participating bureaus shall include in their applications for funding for CIP projects to unrelated governmental agencies and other funding sources that allow for art enhancements in capital improvement projects, amounts up to the limit set by any such agency or other funding source, for

artist design services and artwork. Any grant amounts received by participating bureaus for artwork or art enhancements to capital improvement projects shall be directed to the public art fund and shall not be included for purposes of computing the maximum funding amounts set out in paragraph 2-88 (A) or B of this section.

- E. Public art funds shall be used for the creation of artwork in, upon, adjacent to, or in close proximity to CIP projects.
- F. Disbursements from the public art fund and the public art maintenance fund shall be made only after authorization by the city, through its city engineer. Disbursements shall be made according to the terms of this chapter and any guidelines adopted by the city hereunder.
- G. UAC will track dollars spent locally within each project. Sixty percent (60%) of the projects / dollars spent annually shall be contracted to a local artist or team of artists. It is possible that there may be years that due to the special needs of projects or unforeseen circumstances, there may not be local artists available to meet the sixty percent (60%) participation. In this case, the sixty percent (60%) participation shall be calculated on a three-year rolling period to allow for the UAC to meet the participation goal by increasing the local artists participation in the next two years.
- H. In an effort to promote equality and diversity in all artwork undertaken pursuant to this chapter, the public art program funded hereunder should include significant minority and women participation. UAC will report annually on the total CIP dollars contracted in MWBE participation, including both certified and non-certified vendors.

Sec. 2-89. Oversight.

The City of Memphis Public Art Oversight committee shall meet regularly to provide guidance and oversight in the implementation of the city's public art program.

- A. All meetings of the Public Art Oversight committee shall be open to the public and posted in accordance with city policies for meetings of appointed boards and commissions;
- B. Review program policies and guidelines and make recommendations to City Council for changes and updates to the Public Art Ordinance as appropriate;
- C. Provide guidance to UAC in the development of the annual plan and recommend its adoption to City Council;
- D. Recommend representatives for ad hoc selection committees to expand the roster of volunteers to serve as selection panelists;
- E. Review quarterly reports presented by the UAC and evaluate the performance of the organization in the administration of the program;
- F. Annually the members of the oversight committee shall complete a conflict of interest form and declare any conflicts of interest; members shall abstain from participating in discussions or voting on items in which they have a conflict of interest or the appearance of a conflict of interest.

Sec. 2-90. Administration.

The city shall contract annually with the UAC for the UAC to administer the public art program, and shall provide therein for compensation to be paid to UAC for all such administrative services. The UAC and the public art oversight committee shall, after consultation with the City Council and participating departments of city, administer the provisions of this chapter relating to artwork acquisition and display, and shall adopt guidelines to:

- A. Provide for annual meetings with participating bureaus;

- B. Develop an annual plan for the public art program that considers the views of the participating bureaus and is consistent with all applicable city budgets;
- C. Recommend to the city engineer and appropriate bureau director for his or her approval the selection of artwork to be created with public art funds;
- D. Provide a method for the appointment of representatives to ad hoc selection committees, created solely for the purpose of selecting artists and reviewing artwork proposals. The method shall include a public solicitation of applications and an orientation for selection committee members on their role as panelists. The names and affiliations of the members of the selection committee shall be published in the call for artists.
- E. Ad hoc selection committee members shall sign a conflict of interest statement and shall abstain from participating in discussion or voting on items in which they have a conflict of interest or the appearance of a conflict of interest;
- F. Ad hoc selection committee meeting information and meeting minutes shall be publicly advertised on the UAC website and social media and ad hoc selection committee meetings shall be open to the public;
- G. Determine a method or methods of selecting artists for the design, execution and siting of artwork;
- H. Provide quarterly reports and reviews to the City Council to account for artwork projects funded from the public art fund;
- I. Clarify the responsibilities for maintenance of artwork, including any extraordinary operations or maintenance costs associated with artwork, prior to selection;
- J. Facilitate the preservation of art objects, ethnic and cultural arts and crafts, and artifacts funded through this chapter;
- K. Determine a process to accession and deaccession artwork, as necessary, and make recommendations to the oversight committee and, as appropriate, for the disposal of city assets to city administration or city council;
- L. UAC shall provide the city with CIP-funded contracts to be made publicly available in the city's website for city contracts.
- M. Set forth any other matter appropriate to the administration of this chapter.

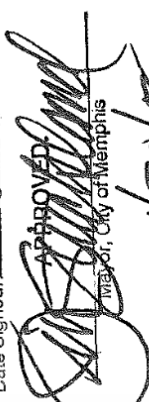
Sec. 2-91. Ownership.

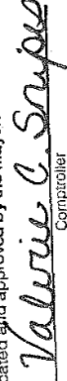
All artwork acquired pursuant to this chapter shall be acquired in the name of the city. Insurance coverage for artwork acquired hereunder shall be provided and maintained by the city.

BE IT FURTHER ORDAINED, That the existing Division 4 of Volume I, Part I, Chapter 2, Article III of the City Code of Ordinances shall be renumbered to be Division 5.

BE IT FURTHER ORDAINED, That this ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller and become effective as otherwise proved by law.

THE FOREGOING ORDINANCE  
# 5674 PASSED  
1st Reading 12-05-2017  
2nd Reading 12-19-2017  
3rd Reading 01-09-2018  
Approved: \_\_\_\_\_  
Chairman of Council

Date Signed: 1/23/18  
  
Mayor, City of Memphis

Date Signed: 1/30/18  
I hereby certify that the foregoing is a true copy and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.  
  
Valerie C. Snipes  
Comptroller

## APPENDIX B

### Approval Process for Public Art Projects Funded Through the City of Memphis Percent for Art Program

#### Annual Public Art Plan

<b>November - January</b>	<b>UAC staff works with City of Memphis Engineer to Identify Eligible Projects for Upcoming Fiscal Year</b>
<b>January – March</b>	<b>Annual Public Art Plan Drafted.</b> The Plan includes budget and description of each eligible project. The Plan will be used by the UAC Staff and the Ad Hoc Artist Selection Panels for the selection of artists and approval of projects (see Artists and Public Artwork on following pages).
<b>March – June</b>	<b>Public Art Oversight Committee Approves Annual Public Art Plan .</b> The Public Art Oversight Committee consists of seven members composed of the Chair of the UAC or his/her designee; two members nominated by the UAC and approved by the city council (one of which must be a practicing visual artist), three members appointed by the City Mayor with the approval of the city council, (one of which must be a practicing visual artist) and one city councilperson appointed by the chair of the city council. The Committee shall also include as ex-officio members the UAC Executive Director and the Director or designee of any Participating Bureau. The Committee shall review the plan drafted by the UAC Staff and Participating Bureaus and make additional recommendations.
<b>April – May</b>	<b>City Council CIP Committee approves Public Art Allocation</b>
<b>May – June</b>	<b>City Council approves Public Art Allocation as part of the CIP Budget (Council Action Required)</b>



**July**

**City Council Approves Annual Public Art Plan and  
Resolution for Appropriation of Public Art Fund**

## Artists and Public Artwork

Once the Annual Public Art Plan is approved by City Council, individual percent for art projects in the plan will be developed in the following manner.

- Step 1**                                **Public Art Oversight Committee Approves Ad Hoc Artist Selection Panel.** As each eligible project in the Annual Public Art Plan becomes active, UAC Staff recommends an Ad Hoc Artist Selection Panel for approval by the Public Art Oversight Committee. Each Ad Hoc Artist Selection Panel shall consist of five to nine members and must include at minimum the design architect or lead design professional, two arts professionals (one of which must be a visual artist), a designee of the Participating Bureau and a representative from the community in which the proposed project will be located. UAC staff and the City Project Manager serve ex-officio, non-voting members of the panel.
- Step 2**                                **UAC Staff Works with City Engineer and Designated Participating Bureau Representatives to Draft Call to Artists.** The Call to Artists is based on the approved in the Annual Public Art Plan.
- Step 3**                                **Ad Hoc Artist Selection Panel Convenes to Review Project and Call to Artists.** This is usually one meeting and provides the Selection Panel an opportunity to become familiar with the project scope and goals prior to selecting an artist. Changes to the Call to Artists may be proposed at this time.
- Step 4**                                **Ad Hoc Artist Selection Panel Convenes to Select Artist(s).** This may take two to three meetings depending on the size of project and the number of applicants. The first meeting is to select finalists (a second meeting to further shortlist the finalists may be necessary). The second (or third) meeting is to interview finalists and to make a final decision regarding artist selection.
- Step 5**                                **Public Art Oversight Committee Approves Selected Artist(s) and Contract(s).** The UAC staff presents the approved artist(s) to the Public Art Oversight Committee for approval. Approval should be forthcoming unless the artist(s) does not meet eligibility requirements or other concerns regarding the appropriateness of the selected artist are raised.

- Step 6 UAC Staff Executes Contract(s) with Artist(s)**
- Step 7 Ad Hoc Artist Selection Panel Convenes to Approve Artist(s) Schematic Proposal(s).** This usually is one meeting to review the schematic proposals. The Selection Panel may request changes to the proposal at this time. If changes are requested, a second meeting may be required to review the revised proposal. The City Engineer shall provide approval of Schematic Proposal for practical reasons, such as maintenance, structural, ADA and other code requirements.
- Step 8 Public Art Oversight Committee Approves Schematic Proposal.**
- Step 9 Ad Hoc Artist Selection Panel Convenes to Review and Recommend to the Public Art Oversight Committee Approval of Artist(s) Final Design.** The Selection Panel may request changes or disapprove a project should it be deemed unsuitable at this time. The City Engineer may request changes or disapprove a project for only practical reasons at this time.
- Step 10 Public Art Oversight Committee Approves Final Design of Artist Projects.** The Public Art Oversight Committee may disapprove a project should it be deemed unsuitable at this time.
- Step 11 UAC Staff Oversees Fabrication and Installation of Final Design.** The Selection Panel may be reconvened during this period to review and approve proposed design changes, if any. Major design changes shall be reviewed by the Public Art Oversight Committee.
- Step 12 UAC Staff and City Engineer Approve Final Installation of Artist Projects.**



# City Council Item Routing Sheet

Division Parks Committee GS Hearing Date 7/25/23

District 4 Super District 9

- Ordinance       Resolution       Grant Acceptance  
 Budget Amendment       Commendation       Other:

Item Description :  
 Resolution asking for approval of a two-year use agreement between the City of Memphis and the University of Memphis for use of Simmons Bank Liberty Stadium.

Recommended Council Action:  
 Authorize Memphis Parks and Mayor to sign. Same-night minutes requested.

Status of MWBE planned expenditures funding, if applicable:  
 N/A

Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken:  
 N/A

<p><b>Does this item require city expenditure? No</b></p> <p>\$ Amount <u>0</u></p> <p>\$ Revenue to be received <u>0</u></p>	<p><b>Source and Amount of Funds</b></p> <p>\$ Operating Budget <u>N/A</u></p> <p>\$ CIP Project # <u>N/A</u></p> <p>\$ Federal/State/Other <u>N/A</u></p>
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**Approvals**

DocuSigned by:  
 Director Director Mel Walker Date 8/10/2023  
D6C219091023402...  
 Budget Manager Walter Person Date 8/10/2023  
90CE882320840C...  
 Chief Financial Officer Sturley Ford Date 8/10/2023  
0360CF4155171439  
 Deputy Financial Officer Walter Person Date Up  
90CE882320840C...  
 Chief Legal Officer \_\_\_\_\_ Date \_\_\_\_\_

**Chief Administrative Officer**

DocuSigned by:  
Chandell Ryan Date \_\_\_\_\_  
2C62952902F54DC...  
**Council Committee Chair**  
 \_\_\_\_\_ Date \_\_\_\_\_



## Memphis City Council Summary Sheet

**1. Description of the Item (Resolution, Ordinance, etc.)**

Resolution approving a Use Agreement between the City of Memphis and the University of Memphis for use of Simmons Bank Liberty Stadium. Request for same-night minutes.

**2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**

Memphis Parks

**3. State whether this is a change to an existing ordinance or resolution, if applicable.**

N/A

**4. State whether this will impact specific council districts or super districts.**

Council District 4 and Super District 9

**5. State whether this requires a new contract, or amends an existing contract, if applicable.**

New agreement

**6. State whether this requires an expenditure of funds/requires a budget amendment**

This does not require expenditure of funds nor a budget amendment.

**7. If applicable, please list the MWBE goal and any additional information needed**

N/A



***Resolution to approve use agreement between the  
City of Memphis and the University of Memphis for Simmons Bank  
Liberty Stadium and Parking Areas***

**WHEREAS**, the City of Memphis owns Simmons Bank Liberty Stadium; and

**WHEREAS**, the University of Memphis has the need to use Simmons Bank Liberty Stadium for University of Memphis football games; and

**WHEREAS**, Memphis City Code Section 2-26-1 requires City Council approval for use agreements of City owned Memphis Parks facilities; and

**WHEREAS**, this is a community based endeavor for the City of Memphis and if approved, the Use Agreement will provide operating revenue for the stadium for a term of no more than two (2) years; and

**WHEREAS**, the City Administration recommends approval of the Use Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis that the Use Agreement by and between the City of Memphis and the University of Memphis for use of Simmons Bank Liberty Stadium and parking areas is approved;

**BE IT FURTHER RESOLVED** that the City Mayor is authorized to execute documents necessary to achieve the objective of this resolution.

**USE AGREEMENT BY AND BETWEEN THE CITY OF MEMPHIS  
AND  
UNIVERSITY OF MEMPHIS**

THIS AGREEMENT, entered into as of date of execution, by and between the **CITY OF MEMPHIS**, a duly incorporated municipal corporation, hereinafter referred to as “CITY”, and the **University of Memphis, Memphis, Tennessee, 38152**, hereinafter referred to as “UNIVERSITY.”

**WITNESSETH:**

WHEREAS, CITY at all necessary times owns and operates a Stadium and parking area in Memphis, Tennessee, being more particularly described as Simmons Bank Liberty Stadium (“Stadium”); and

WHEREAS, the UNIVERSITY is an institution of higher learning located in Memphis, Tennessee, that desires to conduct its home football games at Simmons Bank Liberty Stadium; and

WHEREAS, CITY and UNIVERSITY desire to enter into an Agreement specifying the terms and conditions under which UNIVERSITY will use the Simmons Bank Liberty Stadium and parking area for home football games.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises, herein contained, CITY and UNIVERSITY agree as follows:

**SECTION 1 - TERM**

The term of this Agreement shall be a period of one (1) year from date of execution and expiring, unless sooner terminated, on December 31, 2023 or the end of the 2023 football season, whichever comes sooner, (“The Term”). This Agreement is subject to modification with the option to extend the term for one (1) additional year for the 2024 football season, in writing, if both parties are in agreement with the extension term.

**SECTION 2 - RIGHT TO USE PREMISES**

- A. Use of Stadium for Home Games. During the term of this Agreement, UNIVERSITY agrees to play all regular season home football games during the 2023 football season at Simmons Bank Liberty Stadium (“Stadium”).
- B. Use of Stadium for Scrimmages, Football Recruiting Events and Band Master Event. Subject to the provisions of this Agreement, UNIVERSITY shall have the right to conduct practices, scrimmages, the Spring Game, Preseason Events, football recruiting events, and Band Master event at the Stadium. UNIVERSITY agrees to reimburse CITY for all actual additional costs beyond those normally incurred for every day stadium operations, with no markups for opening and operating the Stadium for such use. CITY reserves the right to approve the date and time of each event with such approval not to be unreasonably

withheld. CITY acknowledges that UNIVERSITY shall retain field decorations through the second NCAA football recruiting weekend in December.

- C. Use of Stadium on Each Game Day. Subject to the provisions of this Agreement the UNIVERSITY shall have access to and the right to use the Stadium on each GAME Day. UNIVERSITY shall provide CITY with attendance estimates prior to each GAME or event. CITY shall use the attendance estimates to adequately staff Stadium services.
- D. GAME Day Entertainment. Subject to the provisions of this Agreement, UNIVERSITY shall have the right to provide, or permit others to provide, at the sole cost and expense of the UNIVERSITY, pre-game, halftime and post-game entertainment in connection with the GAME; provided, however, that UNIVERSITY shall notify the CITY of the nature of such entertainment at least five (5) business days prior to the date of the GAME and such entertainment shall be subject to the approval of the CITY with such approval not to be unreasonably withheld.
- E. Use of Stadium Prior to Day of GAME. In connection with the use of the Stadium on GAME Day, it is understood that both participating teams shall each have the right to use the Stadium for a walk-through on the day prior to the Game Day. UNIVERSITY reserves the right to select the time for the walk-through and provide CITY forty-eight (48) hours' notice of said time. In no event, shall the walk-through occur at night without UNIVERSITY reimbursing CITY for all actual costs and expenses for night operations. CITY and UNIVERSITY will coordinate access to Stadium and Parking Area the day prior and day after to GAME for delivery and set-up of equipment and supplies related to GAME and GAME Day activities.
- F. GAME Day Activities. On GAME Day, and such additional times as may be requested by UNIVERSITY and approved by CITY (such approval not to be unreasonably withheld), UNIVERSITY shall have the right to use the Stadium and the parking area for the installation of equipment and other preparation activities including, without limitation, temporary chairback seating within the Stadium, advertising signs, hospitality and sponsor tents, and access and parking for television and radio production vehicles. All such requests must be submitted in writing on Monday, prior to the event. UNIVERSITY shall be responsible for all additional costs associated with the approved Game Day activities, including any repair cost for damage caused by the UNIVERSITY.
- G. Reservation and Available Regular Season Game Dates and Conference Championship Game Date. The UNIVERSITY shall have the exclusive right and license to use the Stadium and the Parking Area to conduct Home GAMES on such dates during the term of this Agreement as the UNIVERSITY may reserve, and to reserve same for use by American Athletic Conference for a Conference Championship game, in the event such game is held in Memphis. UNIVERSITY acknowledges that CITY has reserved dates for the Southern Heritage Classic during the term of this Agreement. These dates are not available for the UNIVERSITY home games. The dates are identified in Appendix A attached hereto.

On or before thirty (30) calendar days immediately preceding any season during the term



of this Agreement, the UNIVERSITY shall notify the CITY in writing of the Regular Season Game Dates and American Athletic Conference Championship Game Date during the ensuing calendar year on which the UNIVERSITY intends to conduct such games and the CITY shall reserve the Stadium for the exclusive use of UNIVERSITY for such purpose. American Athletic Conference shall be responsible for expenses of a Conference Championship game in proportion to a single game for the regular season base rent, license fee, Pipkin rental, suite license fee and parking fee as outlined below. CITY will be responsible for working directly with the American Athletic Conference regarding the payment terms for all costs directly related to the Conference Championship game

- H. Schedule Changes. In the event the UNIVERSITY desires to change the date reserved by the UNIVERSITY for the conduct of any regular season GAME, including any such change made to accommodate a television broadcast of such GAME, the UNIVERSITY shall have the exclusive right and license to use the Stadium and the Parking Area to conduct such Game on the date to which such Game is to be changed unless the CITY has previously reserved the Stadium and the Parking Area on such date. In the event the date reserved by the UNIVERSITY for the conduct of any Game is changed pursuant to this paragraph, then subject to the provisions of the immediately preceding sentence, the CITY shall have no duty to continue to reserve the Stadium and the Parking Area for the exclusive use of the UNIVERSITY on the date previously reserved.
- I. Ancillary Uses. In addition to those uses contained in this Agreement, UNIVERSITY may use the Stadium and Parking Area before, during and after the GAMES (on Game Day) for the following ancillary-type events and uses: stage events on field and in parking areas; tailgate parties in parking area; pre-game, halftime and post-game events; sponsor representation and presence; and pyrotechnics. In no event shall the CITY be responsible for any additional costs associated with an approved ancillary event. UNIVERSITY shall be responsible for any required permits, resulting damages or costs associated with a UNIVERSITY sponsored ancillary event. Approval by the CITY for such events shall not be unreasonably withheld.
- J. Future Development. CITY and UNIVERSITY acknowledge the possibility of development, upgrades and improvements to the Stadium and Liberty Park property during the term of this Agreement that may affect the configuration and availability of space in the property. CITY and UNIVERSITY will negotiate the arrangement for the potential use by the UNIVERSITY of any new structures or facilities as result of the project development and amend this agreement to document the arrangement.

### **SECTION 3 - CITY OF MEMPHIS OBLIGATIONS**

- A. CITY of Memphis to Furnish Stadium. On a GAME Day, the CITY shall furnish and make available to UNIVERSITY the Stadium fully equipped, operating and staffed for a football game. The CITY's obligation hereunder is to provide: (i) the playing field and surrounding areas maintained with proper line markings and numbers required for a collegiate football field, (ii) goal posts, goal post pads and nets in position and working properly, (iii) reasonably adequate stadium directional signs, (iv) field benches, (v) such

training rooms and locker rooms as shall exist in the stadium, (vi) complete and effective lighting system, (vii) public address and loud speaker systems, (viii) phone hook-up from each bench on field to respective coaches boxes in the Press Box, (ix) data connection to support ISDN broadcast lines (or the latest radio industry accepted technology) for all radio networks, (x) data connection to support network television accepted hookups for television equipment, (xi) event staffing for operation of the Stadium for all GAME Days that includes crowd security, ticket takers and ushers, etc., (xii) scoreboard, (xiii) stadium clean up before and after the game, (xiv) wireless internet service in the press box on all four floors, photographers work room (small media room located outside the south tunnel) and the post-game interview room (large media room located at Gate 4), and (xv) clean and functional ticket offices. UNIVERSITY is responsible for activation and arrangements of all data services, included but not limited to ISDN, additional phone lines required by UNIVERSITY or their agents, etc.

It is understood that the field and end zone designs as mutually determined, shall identify the "University" and shall include the University's logo, if desired by the UNIVERSITY. It is additionally understood that the field and end zone designs shall be for the entire season. The UNIVERSITY shall bear all expenses for the placement of all field decorations and the removal thereof after designated games that precede another stadium, non-University game and at the end of the season. CITY will be responsible for field decorations and removal for other events.

Subject to funding, the City shall be responsible for maintaining all Stadium spaces used by University including, but not limited to the home team locker room, recruiting lounge, Press Box areas. The University is responsible for any damage and repairs incurred in these spaces during their use on GAME Day and other approved University functions.

- B. CITY of Memphis to Furnish Parking Area. On each GAME Day, the CITY shall furnish and make available Simmons Bank Liberty Stadium and Liberty Park parking lots for the use of spectators attending the GAME. UNIVERSITY agrees to reserve administrative parking currently adjacent to the Parks Operations Building on Fred Jones Way for CITY use.
  
- C. Parking. The UNIVERSITY shall have Exclusive License to market, sell and retain all revenue generated from sale of all Stadium and Liberty Park parking lots in Appendix B, including but not limited to Tiger Lane, for Memphis Tigers season and Game Day sales as a Parking Buyout for the amount of thirty-five thousand dollars (\$35,000.00) per regular season game, paid to CITY upon invoice of the parking fee outlined in this Section. UNIVERSITY shall be responsible for managing all parking security, attendants and operations of game day parking and the expense of all such management of operations. All equipment such as portable toilets, waste and ash disposal containers, bike racks, digital signage, light towers, etc. will be removed from the premises no later than noon on the first business day after the Game by UNIVERSITY. This Parking Buyout does not include any additional cost for new technologies for parking services that may be used by the City and University, and that will be determined in a separate agreement between the parties.

The CITY shall be responsible for maintaining all Stadium and Liberty Park parking lots. UNIVERSITY will provide a point of contact to be available at each game to address parking questions. UNIVERSITY will also designate a person to provide direction to Stadium management regarding parking inquiries made at the Stadium related to tailgating (e.g., game by game tailgating, alumni associations, local groups, etc. interested in game specific tailgating, etc.). ADA parking shall be managed consistent with applicable state laws. In the event that development, upgrades and improvements to the Stadium and Liberty Park cause a change in the number of available parking spaces from those listed in Appendix B, CITY and UNIVERSITY will negotiate the parking fee arrangement, increasing or decreasing the fee on a per-unit basis, and amend this agreement to document the arrangement.

- D. Future Development. CITY and UNIVERSITY acknowledge the possibility of development, upgrades and improvements to the Stadium and Liberty Park property during the term of this Agreement that may cause shifts in the Parking Area which may affect the number of available parking spaces on the property. Due to improvements to the Stadium and Liberty Park property, CITY will make every effort to provide the spaces as set forth in Appendix B and shall not be deemed in breach of its contract with UNIVERSITY in the event it fails to provide such parking. CITY and UNIVERSITY acknowledge that development, upgrades and improvements to the Stadium and Liberty Park property may present parking access and egress challenges, changes in parking availability, and GAME Day logistical challenges during the construction period. The CITY and UNIVERSITY will collaborate to minimize any adverse impact on the GAME Day fans. The CITY shall not be liable for any financial impact to the UNIVERSITY due to construction interruption to the GAME Day. CITY and UNIVERSITY will negotiate the arrangement for the potential use by the UNIVERSITY of any new structures or facilities as result of the project development and amend this agreement to document the arrangement.
- E. CITY of Memphis to Furnish Halo Parking. The halo area shall be reserved only for necessary service, emergency and security vehicles. The CITY shall provide ten (10) interior parking spaces in the halo of the Stadium to UNIVERSITY at no charge for necessary vehicles. The use of Halo parking, by UNIVERSITY staff and or designated guests, shall be subject to Stadium security procedures to adhere to life safety and DHS safety guidelines. Halo access ends at four (4) hours to doors opening or earlier if deemed necessary for security, safety and/or emergency procedures. CITY will work with UNIVERSITY to provide, if necessary, a limited number of additional interior parking spaces in the halo to accommodate entertainment talent and other critical guests of UNIVERSITY.
- F. CITY of Memphis to Furnish Team Locker Room and Training Room Supplies and Equipment. The CITY shall provide at no additional cost for use in the team locker rooms and training rooms one hundred (100) bags of ice (50 bags per team), and existing training room tables and chairs.
- G. Student Group and Band Seating. UNIVERSITY shall notify the CITY of their GAME Day preference for Student group and band seating at least ten (10) business days prior to

the GAME. Such seating shall be designated in accordance with Section 10 set forth below and the CITY will rope these areas off prior to the GAME.

- H. Standby Ambulance Service. The CITY shall provide ambulance standby service for spectators and all non-GAME participants at a level that ensures public safety and in consistent with industry best practices. This ambulance service shall be provided at no additional charge to UNIVERSITY. UNIVERSITY shall be responsible for providing medical coverage for the participating players, coaches, officials and other field personnel in accordance with Section 4(D) below.
- I. Field Paint. The CITY shall insure that the field is cleaned (existing field paint removed) before the GAME. UNIVERSITY shall pay all costs and expenses associated with cleaning the field (paint removal) after the GAME. UNIVERSITY shall pay all costs associated with stenciling logos and designs on the field, actual amount of paint used to paint the field and the cost of labor to paint the field. UNIVERSITY shall have the right to negotiate or pre-approve the costs of stenciling, paint and paint labor.
- J. CITY of Memphis to Provide Tables and Chairs in All Stadium Areas. The CITY shall provide available Stadium inventory of tables and chairs as requested by UNIVERSITY in all appropriate Stadium areas including, but not limited to, suite lobbies, stadium club, press box, photographers work room (small media room located outside the south tunnel) and post-game interview room (large media room located at Gate 4) and all ticket offices and team Will Call gates. The CITY shall also provide set-up and take-down of available Stadium inventory of tables and chairs as requested by UNIVERSITY. Any additional tables and chairs not available in the CITY's Stadium inventory, and any costs associated with rent, delivery, set-up and take down, are the responsibility of the UNIVERSITY.

#### **SECTION 4 - RENT AND OTHER EXPENSES**

- A. GAME Day Expense. UNIVERSITY agrees to pay to the CITY as base rental for services listed herein for each of said games (regular season and Conference Championship game) played at the Stadium a flat rate of forty-six thousand, two hundred and eight-four dollars (\$46,284.00) per game. Base Rent and License fee (see Section 4(B) below) are due within 30 days of the execution of this agreement of the calendar year and payable upon receipt of an invoice from the CITY. The rental fee shall be adjusted annually in January to reflect inflation using the U.S. Consumer Price Index (CPI).
- B. Suite License. UNIVERSITY shall have an exclusive license to market, sell and retain all revenue generated from the sale of thirty-eight (38) suites in the east side of the Stadium designated by the UNIVERSITY during the GAME for a flat rate of nine thousand, six hundred dollars (\$9,600.00) per game. The CITY hereby retains for its use Suite 203 and one (1) twenty-eight (28) seat suites on the east side of the Stadium at the selection of the UNIVERSITY. The suite license fee shall be adjusted annually in January to reflect inflation using the U.S. Consumer Price Index (CPI).

- C. Suite Maintenance Obligations. During the term of this Agreement, UNIVERSITY shall be responsible for and, at its cost, shall make repairs to Suites that are damaged or destroyed during UNIVERSITY home games and Conference Championship game. During the term of this agreement, CITY shall be responsible for, and shall undertake all normal and routine maintenance of Suites.
- D. Ancillary Expenses. UNIVERSITY shall be responsible for the following Ancillary expenses: (i) a rental fee for the use of the Pipkin Building for each GAME of the regular season at a flat rate per building of seven hundred and fifty dollars (\$750.00) for each GAME in which the buildings are used by UNIVERSITY, payable within 30 days of the execution of this agreement (ii) the cost of footballs used for the GAME, (iii) ambulance standby service for participating players, coaches, officials and other field personnel, (iv) all food and beverages to be provided in the Press Box, Levels 1, 2, 3, 4 and all Suites (except for food in CITY suites), (v) any concession items that might be ordered by UNIVERSITY for game officials, (vi) any concession items that might be ordered by UNIVERSITY for on-field chainmen, (vii) the game officials' fees and expenses, (viii) the on-field chainmen fees, (ix) expenses incurred in the installation and removal of signs for its games, and (x) UNIVERSITY will pay for any items other than Stadium available inventory tables and chairs and data services. Any such ancillary expenses payable to the CITY will be due thirty (30) calendar days after receipt of invoice.
- E. Interest. UNIVERSITY agrees that if any sum it is obligated to pay to the CITY is not paid when due, it will pay the CITY interest on said sum from the date due until payment is received in an amount equal to the lesser of 1.5% per month, which is an annual charge of 18%, or the maximum rate of interest allowed by applicable law. CITY acknowledges that the UNIVERSITY is a net 30 institution. This provision shall only apply to sums that become due after the execution of this contract.

#### **SECTION 5 – STADIUM FACILITY PRESERVATION FEE**

CITY reserves the exclusive right to assign and charge a facility preservation fee of one dollar (\$1.00) per ticket for each ticket sold for home games and Conference Championship. Complimentary tickets and student free tickets provided to students as part of their student fee benefits are excluded from the facility preservation fee. The facility preservation fee shall be waived for one (1) home game sponsored discounted tickets such as the Kroger Million Meals Challenge or successor. UNIVERSITY will be invoiced for this fee as a reimbursable expense to the CITY upon the conclusion of the event; payment is due thirty (30) days from date of invoice. UNIVERSITY is responsible to provide a full ticketing audit no later than fifteen (15) business days upon completion of GAME. In the event that CITY and UNIVERSITY share the same ticketing partner, payment for the facility preservation fee on sold tickets will be distributed to the CITY upon settlement with the ticket vendor. City shall retain all revenue generated from the Stadium Facility Preservation Fee and use said revenue for the operations and maintenance of the Stadium and Liberty Park.

#### **SECTION 6 – SUBJECT TO FUNDING**

This Agreement is subject to annual appropriations of funds by the Memphis City Council. In the

event sufficient funds for this Agreement are not appropriated by Memphis City Council for any of its fiscal periods during the term hereof, this Agreement will be terminated.

The UNIVERSITY may terminate this Agreement at the end of any fiscal year (June 30<sup>th</sup>) in the event that sufficient funds are not appropriate by the General Assembly and/or budgeted for the continuation of this Agreement.

### **SECTION 7 – THIRD PARTY MANAGEMENT OF FACILITY**

UNIVERSITY hereby acknowledges that CITY has engaged the services of a third-party private company (“Stadium Management”) specializing in management of public facilities, to promote, operate and manage the Stadium for the benefit of the City. The CITY reserves the right to engage vendors it deems appropriate to provide management and other services related to the management and operations of the Stadium.

### **SECTION 8 - CONCESSIONS**

- A. Novelty Concessions. The right to sell and/or distribute UNIVERSITY GAME programs and novelty concession, including but not limited to clothing, shall belong exclusively to the UNIVERSITY in the Stadium. UNIVERSITY’s exclusive novelty and program sales rights include the Stadium and all Liberty Park parking areas on GAME Day. No rights fees shall be paid on program or novelty sales by UNIVERSITY to the CITY. UNIVERSITY shall retain all revenues resulting from the sale of GAME programs and novelty concessions.
- B. Game Day Food Concessions. The CITY shall maintain and operate food and beverage concession operations at the GAME in the stadium and shall retain all revenue from such operations.

UNIVERSITY, itself or through any UNIVERSITY sponsor, or designee, shall have the non-exclusive right to cater or provide a sponsor’s food and beverage product for non-public consumption at no additional fee or rental charge in the locker rooms, Stadium Club, Press Box rooms, media rooms and suites, excluding the suites reserved for the CITY. Sample-sized portions of food may be distributed at the Parking Area (excluding Halo) up to doors open prior to the GAME. For group sales, corporate, or other large tailgate-type functions (hereinto referred to as “Tailgate Packages”), UNIVERSITY shall be permitted to offer food and non-alcoholic beverage catering as part of the tailgate package. CITY concessionaires will be granted the opportunity to bid on the food and non-alcoholic catering for the tailgate packages, as well as UNIVERSITY sponsors, or designees. If CITY concessionaires are not chosen, then UNIVERSITY must include a food catering buyout to be remitted to the CITY at a rate of \$1 per person of the catering order for each tailgating package sold. At all times only Coke non-alcoholic beverage products must be used for any Tailgate Package. CITY will at all times control the right to alcohol sales on the premises, with the exception of the non-public spaces previously mentioned in this Section.

- C. Temporary Chairback Seating Sales. The UNIVERSITY shall have the right to market and sell temporary chairback seating on a season basis and retain revenue received from the sale of such seating on a season basis. CITY reserves the right to sell temporary chairback seating on the single game day basis and retain revenue received from the sale of such seating on a single game basis. The UNIVERSITY will provide vendor with credentials which must be worn at all times inside the Stadium.

## **SECTION 9 - ADVERTISING**

- A. Stadium Temporary Signage. At all times during the GAME, UNIVERSITY shall have the sole and exclusive control of and right to sell (and retain all revenue generated by the sale of) all announcements, acknowledgments, promotions, messages, displays, banners, sponsor signs and advertising (collectively "Advertising") on the scoreboard(s), video boards, and elsewhere in the Stadium and the entire Liberty Park area. However, in no event, shall the UNIVERSITY display, promote, advertise in any form or manner advertisement that conflicts with prior sponsorship agreements between the CITY and any company that the City has granted exclusive naming rights, vending rights and pouring rights for the Stadium. UNIVERSITY may serve a competitive beverage in a confined area to select groups, so long as UNIVERSITY does not publicly promote such competitive beverage. UNIVERSITY is responsible for all costs incurred in the installation or removal of such signs, banners or advertising. UNIVERSITY shall have access to the stadium at CITY's discretion for purposes of installation and removal of such signage.
- B. Stadium Fixed Permanent Signage. CITY reserves the right to sell, negotiate and grant commercial sponsorship rights for the Stadium and to affix permanent signage to the Stadium and Liberty Park for the duration and in compliance of negotiated agreements. CITY shall retain all revenue from such negotiated agreements and use said revenue for the operations and maintenance of the Stadium.

CITY will have exclusive sponsorship rights in the categories of stadium naming rights, vending rights and pouring rights. City currently has exclusive sponsorship rights with Simmons Bank as the Stadium naming rights' partner, and Coca-Cola as the Stadium pouring rights' partner. Any new Exclusive sponsors shall be communicated to UNIVERSITY in writing no later than May 1st of each year in which rights have been granted by CITY for the following football regular season. From and after receipt of such notice of sponsors, the UNIVERSITY shall be required to adhere to the provisions hereof with respect to the sponsors designated in each category; provided however, if at the time of delivery of CITY's notice regarding any change in sponsorship for an exclusive category the UNIVERSITY has a contractual arrangement that would be deemed a violation of or in conflict with CITY's exclusive sponsorship arrangements, then the UNIVERSITY shall be entitled to continue (but not renew or extend the term of) such sponsorship arrangement for the next two (2) consecutive football regular seasons. Thereafter, the UNIVERSITY shall be required to adhere to the exclusive sponsorship categories identified in CITY's written notice. The UNIVERSITY shall have the right to sell temporary signage in any of the exclusive sponsorship categories only to CITY's exclusive sponsor in such exclusive

sponsorship category.

- C. Message Center. UNIVERSITY may use the public address system, scoreboard message center and video boards on GAME Day. All advertising to be displayed or announced on message center, video boards or public address system shall be coordinated with Stadium management personnel and shall be subject to reasonable approval by the CITY to assure compliance with its policies. CITY reserves the right to display or announce on message center, video boards or public address system, public safety messages. CITY and UNIVERSITY agree to coordinate advertising or promotional messages that are required in CITY naming or pouring rights sponsorship arrangements.

The CITY has hired a third-party company to operate the video boards and stadium sound system during the GAME at the expense of the CITY. The CITY shall establish an annual budget to cover the operation of the video boards and stadium sound system at a basic operating level and UNIVERSITY agrees to adhere to this budget or pay the difference. The CITY shall insure that the third-party video board operator coordinates all ADVERTISING with UNIVERSITY prior to the GAME. The CITY shall insure that the third-party video board operator shall provide UNIVERSITY with a full and complete recording of the entire presentation on the video boards (the recording shall be provided on a video format approved by UNIVERSITY). The presentation on the video boards shall begin two hours prior to kickoff time and end at the conclusion of the post-game press conferences. The CITY shall insure that the video board presentation (and audio) be displayed on the video boards and all television monitors in the stadium, including the press box and suites. UNIVERSITY shall be responsible for providing the video and digital elements that will be displayed and shown on the video boards.

- D. Advertising Rights Fee. For the rights, privileges and usage set forth in this section, UNIVERSITY agrees to pay to the CITY a fee of twenty-five thousand dollars (\$25,000.00) per GAME, payable within thirty (30) calendar days after the GAME.

#### **SECTION 10 - PRESS BOX, CREDENTIALS AND TICKETS**

- A. Press Box. CITY shall retain the following spaces in the West side Press Box for Stadium operations: one (1) mutually agreeable suite on Level 3 for Stadium operational needs and two (2) booths on Level 4: the outside booth at the south end of the press box, which will be used for Stadium dispatch, and booth 6, which will be used for Stadium public announcers. The Stadium Club (Level 1 of the Press Box) shall be furnished to UNIVERSITY for its exclusive use at no additional charge. All seating on Level 2 of the Press Box (working press) shall be designated by UNIVERSITY. All seating on Level 3 of the Press Box shall be designated by UNIVERSITY. All other booths on Level 4 of the Press Box, except the outside booth at the north end of the press box, which will be used by the replay officials, shall be reserved for use by the UNIVERSITY as working areas, i.e., radio, film, scouting, etc., or provided to the visiting teams.
- B. Credentials and passes. UNIVERSITY will issue passes and credentials including press credentials, vendor and working passes prior to the GAME. UNIVERSITY shall consult



with CITY for the design and content of all passes and credentials to ensure that language is consistent with Stadium policies and procedures. UNIVERSITY shall bear all costs associated with the design and production of credentials and passes. CITY will request a limited number of UNIVERSITY passes for Stadium staff and City officials. CITY will produce working passes for vendors and event staff.

- C. Location and Number of Tickets. UNIVERSITY will select the location and number of tickets to be sold to the general public. UNIVERSITY shall print and bear the expense for tickets sold to the general public.
- D. Complimentary Tickets. UNIVERSITY agrees to provide the CITY fifty (50) complimentary season tickets for the GAME for its own use. Prior to the beginning of the season, CITY and UNIVERSITY will mutually agree to the location of the fifty (50) complimentary season tickets. UNIVERSITY may, at its own discretion, provide additional complimentary tickets for the GAME for youth participating in CITY youth programs.

### **SECTION 11 - MEDIA RIGHTS**

All Media Rights are hereby reserved to, and shall be the property of UNIVERSITY.

- A. The CITY shall fully cooperate and coordinate its efforts with UNIVERSITY media representatives, so as to permit such media representatives to fulfill their contractual obligations and duties. At all reasonable times during the term of this Agreement, the CITY shall provide reasonable access to the Stadium to broadcasters designated by UNIVERSITY for the purpose of broadcasting the GAME.
- B. Subject to the prior approval and inspection of the CITY, authorized broadcasters may, without additional charge, install on or in the Stadium, operate, maintain and remove such broadcast and associated production equipment as they may require (including cameras, cables, platforms, announcer booths, sound equipment, graphic units, microphones, and lighting) and shall have the right to utilize their own employees or employees of their contractors for such activities without being required to utilize or pay any employees, agents or contractors of the CITY in connection with such work; provided that the CITY shall be reimbursed for all reasonable costs and expenses with work which it performs at UNIVERSITY's request in connection therewith.

### **SECTION 12 – INSURANCE**

The CITY covenants at all times of this Agreement, at its own cost and expense, to carry and maintain insurance against loss or damage to the premises of the Stadium (hereafter "Use Premises") caused by fire, theft and such other causes of loss as are usually and customarily covered by vandalism and malicious mischief endorsement and by "extended coverage endorsement," including boiler explosion, flood, and earthquake insurance in an amount equal to ninety percent (90%) of the replacement value of the Use Premises or to make other arrangements, including self-insurance, to provide for the repair or a replacement of such loss or damage. CITY hereby acknowledges the self-insured status of UNIVERSITY as a state entity. Notwithstanding

the foregoing, UNIVERSITY's self-insured coverage as applicable hereunder, shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City of Memphis or its Management Company, subject to the terms and limits set forth in Tenn. Code Ann. § 9-8-307.

### **SECTION 13 –INDEMNITY**

Neither the City, its Management Company, or UNIVERSITY shall be responsible for personal injury or property damage or loss, except that resulting from its own negligence or the negligence of its employees or others for whom it is legally responsible. Any act of negligence caused by the UNIVERSITY as set forth above resulting in claims, suits, actions, liabilities, costs and expenses to all persons including, but not limited to, guests, patrons, invitees, contractors, officers, agents and employees of the CITY as well as damage to the property of the Stadium shall be the legal liability of the UNIVERSITY. Notwithstanding the foregoing, CITY's management company shall remain obligated to indemnify CITY in accordance with the provisions set forth in the management agreement referenced in Section 7 therein.

Any and all claims against the State of Tennessee, including the UNIVERSITY or its employees, for injury, damages, expenses or attorney fees shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. To the extent that insurance is not obtained by the UNIVERSITY, its agents or licensees, damages recoverable against the UNIVERSITY shall be limited expressly to claims paid by the Claims Commission pursuant to Tenn. Code Ann. § 9-8-301 *et seq.*

### **SECTION 14 – MUTUAL DEFAULT**

If either party fails to observe or perform any of the provisions of this Agreement and such failure is not cured within thirty (30) days after notice by the other party, then the breaching party shall be in default and without further notice, the other party may at any time thereafter (i) terminate this Agreement; (ii) continue this Agreement and recover damages resulting from the default; or (iii) effect a cure on the breaching party's behalf, and reasonable costs and expenses so incurred by the other party together with interest at the rate of ten percent (10%) per annum (or such lower rate as may be the highest rate permitted by law) shall be due and payable by the breaching party on demand by the other party.

### **SECTION 15 - COMPLIANCE**

UNIVERSITY shall perform, and require any subcontractors or agents to perform, its obligations under this Agreement at all times in conformity with applicable federal, state and local laws. UNIVERSITY specifically agrees to comply, and require any subcontractors or agents to comply, with the Americans with Disabilities Act (hereafter "ADA") in the coordination, organization, and operational activities of its GAME at the Stadium.

### **SECTION 16 - MISCELLANEOUS**

Each party shall maintain documentation for all charges against the other party under this

Agreement. The books, records and documents of the parties, insofar as they relate to this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at the party requesting the audit's expense at any reasonable time and upon reasonable notice by UNIVERSITY or its duly appointed representatives, or a licensed independent public accountant. It is understood any costs associated with the audit will be responsibility of the requesting party. In addition, the UNIVERSITY shall maintain and provide to CITY the parking manifest described in Section 3.

The parties agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants on the basis of race, religion, creed, color, sex, age, disability, veteran status or national origin. UNIVERSITY shall in no event, however, be required to make any improvements to the Stadium in order to cause the Stadium to comply with the Americans with Disabilities Act.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not limited by, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

Assignment. Neither party shall assign, transfer, let or sublet, mortgage, pledge or hypothecate this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

Meetings. The parties shall conduct at least one pre-season meeting just before the end of the start of the season and at least one post-season meeting immediately after the season ends, at which they should discuss all pending issues which could significantly affect the other party. This obligation is in addition to the meetings which occur during the season to address plans for the upcoming game.

Monitoring. UNIVERSITY and/or State of Tennessee officials shall be allowed to monitor this Contract to ensure receipt of goods and/or services purchased from CITY.

### **SECTION 17 - NOTICE**

All notices hereunder shall be in writing and shall be deemed to be duly given, upon receipt, if given by personal delivery, nationally recognized overnight courier, certified or registered mail (return receipt requested), postage prepaid, or facsimile transmission to the parties at their respective addresses set forth below, or at such other address or addresses as may be designated by any party by like notice.

If to the City of Memphis:	Division of Parks and Neighborhoods 2599 Avery Avenue Memphis, TN 38112
----------------------------	---

Attention: Director of Parks and Neighborhoods

With a copy to:

Law Division  
City of Memphis  
125 N. Main, Room 336  
Memphis, TN 38103  
Attention: City Attorney

Simmons Bank Liberty Stadium  
335 South Hollywood  
Memphis, TN 38104  
Attention: Stadium Manager

If to UNIVERSITY:

University of Memphis  
Memphis, TN 38152  
Attention: Athletic Director

With a copy to:

University Counsel  
University of Memphis  
Office of Legal Counsel  
201 Administration Building  
Memphis, TN 38152-3370

#### **SECTION 18 - SEVERABILITY**

If any provision of this Agreement is determined to be illegal by a court of competent jurisdiction, this Agreement shall remain valid as if such provision had not been contained therein unless the omission of such provision materially changes the substance of this Agreement as a whole, in which event, either party may terminate this Agreement upon written notice to the other within thirty (30) calendar days after the determination that the provision is illegal.

#### **SECTION 19 - FORCE MAJEURE**

If either party shall be unable to perform hereunder as a result of acts of God, war, national disasters, pandemic, strikes or other work stoppage, fire and other comparable events, or as a result of any lawful order issued by the United States Government or any official of the State of Tennessee, or for any reason beyond the reasonable control of parties (financial inability excluded), then this Agreement shall be suspended during such period and for as long as such conditions shall exist. In the event of such suspensions, the term hereof shall not be extended to take into account the period of such suspension.

If the force majeure only affects UNIVERSITY's performance, the CITY shall have the right to use the Stadium for any other purposes during the period of the force majeure. If as a consequence of such force majeure, the Stadium should be destroyed or rendered unfit or unavailable for the purpose of this Agreement, UNIVERSITY shall have the right to play its GAMES in any other stadium during the term such conditions continue to exist. Any Fees or other sums incurred by UNIVERSITY prior to the suspension of this Agreement due to a force majeure shall be paid to

the CITY by UNIVERSITY when due, but no additional fees shall be incurred during the suspension period.

## **SECTION 20 - INTERPRETATION**

This Agreement is an integrated contract, which contains the complete understanding of the parties as to all matters herein. There are no oral or written statements, representations, agreements, understandings or surrounding circumstances which modify, amend or vary, or purport to modify, amend or vary, any of the provisions hereof. All prior and contemporaneous representations, negotiations and agreements are superseded and replaced hereby. All exhibits and schedules referenced herein and attached hereto shall be deemed to have been incorporated herein so as to become a part of this Agreement. This Agreement may be altered, amended or revoked only by an instrument in writing duly executed by all parties hereto. No waiver by either party of any provision hereof, nor the failure of the aggrieved party to seek redress for a violation, shall be considered to be a waiver of such provision or of any subsequent breach thereof. The parties hereto mutually understand and declare that time is of the essence as made applicable to this Agreement. The provisions for default and/or termination shall operate promptly upon the expiration of the time limits specified herein. This Agreement shall be interpreted under the laws of the State of Tennessee.

## **SECTION 21 - DEFINITIONS**

In addition to other terms, which are defined elsewhere in this Agreement, the following terms for purposes of this Agreement, shall have the meanings set forth in this section:

“Complimentary Tickets” shall mean Tickets distributed by the UNIVERSITY without charge or the expectation or actual receipt of any money therefore as described in Section 10, Paragraph D.

“Credential and passes” shall mean authorized badges issues by UNIVERSITY or CITY for access to designated areas.

“GAME” shall mean the college football contest sponsored by UNIVERSITY between two designated opposing college football teams.

“Liberty Park” shall mean City-owned property located in Memphis, TN bordered by East Parkway on the west, Central Avenue on the north, Hollywood Street on the east, and Southern Avenue on the south, that includes Simmons Bank Liberty Stadium, Tiger Lane, and the Pipkin Building.

“Management Company” shall mean a private company specialized in the management of public facilities engaged by the CITY to operate and manage the Stadium.

“Media Rights” shall mean, with respect to radio, television, Internet or World Wide Web (including by video streaming), audio-visual program transmission or retransmission, satellite, and any and all other communications media, whether presently existing or hereafter developed and regardless of the method of transmission or retransmission, the following (except in the case of clause (c) hereof) exclusive rights: (a) the broadcasting, transmission, retransmission or other

dissemination of all or any part of all GAMES and all activities related thereto; (b) the broadcasting, transmission, retransmission or other dissemination of GAMES and by any means of VHF, UHF, Internet, or any other method of transmission, retransmission or other dissemination whether presently existing or hereafter developed (whether broadcast, cable, microwave, satellite, over-the-air, fiber optics or otherwise), of television, audio, visual or other sensory signals, and shall be deemed to include, without limitation, premium and basic television service, cable television, over-the-air pay television, broadcast network, weblet, multipoint and multichannel distribution system television, direct broadcast satellite television, subscription television, pay-per view television, master antenna and satellite master antenna television, low power television, closed circuit television and any other electronic or digital media such as computer distribution or computer on-line application; (c) the non-exclusive, royalty-free license to use name, likeness and historical material of the Stadium solely in connection with the rights enumerated in clauses (a) and (b) hereof; (d) the right (i) to display banners in camera visible and other locations as any broadcaster of GAMES shall determine, in and around the stadium and the playing field, advertising such broadcaster, and (ii) unfettered electronic insertion and deletion rights with respect to the broadcast, transmission, retransmission or other dissemination of GAMES; and (e) subject to any specific provision of this Agreement to the contrary, the right to select and control all production facilities and personnel necessary to exercise the rights enumerated in clauses (a), (b), (c) and (d) hereof. Media Rights shall also include the exclusive right to photographing, filming, television taping, radio broadcasting and recording in analog, digital or other forms of recording, whether presently existing or hereafter developed.

“Parking Area” shall mean those areas currently under control of the CITY on the Fairgrounds site adjacent to the Stadium which may be designated by the CITY for the parking of vehicles during the GAME.

“Suites” shall mean a private seating area that requires a special pass to gain admission.

“Stadium” shall mean with respect to the Simmons Bank Liberty Stadium located in Memphis, Tennessee, the playing field, stadium lighting, seats, stairs, walkways, ramps, public restrooms, Press Box, home and visiting team locker rooms, coaches’ offices, weight room, equipment room, training room, meeting room, skyboxes, suites, and such other areas, if any, as customarily are designated by the CITY from time to time for use at football games. Stadium lighting shall include, if necessary, the installation, replacement, refurbishment and/or the modification of existing lighting to provide the necessary candlepower for a college football game.

“Ticket” shall mean the certificate, license, badge, credential, pass or other indicia by which admission to the Stadium is permitted and controlled.

**IN WITNESS WHEREOF, this USE AGREEMENT BY AND BETWEEN THE CITY OF MEMPHIS AND UNIVERSITY OF MEMPHIS** has been executed by the parties hereto by their duly authorized representative:

**CITY OF MEMPHIS:**

**UNIVERSITY OF MEMPHIS:**

\_\_\_\_\_  
Jim Strickland  
Mayor

\_\_\_\_\_  
Bill Hardgrave  
President

\_\_\_\_\_  
Nick Walker  
Director of Parks

\_\_\_\_\_  
Laird Veatch  
Athletic Director

**ATTEST:**

\_\_\_\_\_  
Shirley Ford, Comptroller

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Fletcher, Chief Legal Officer/City Attorney

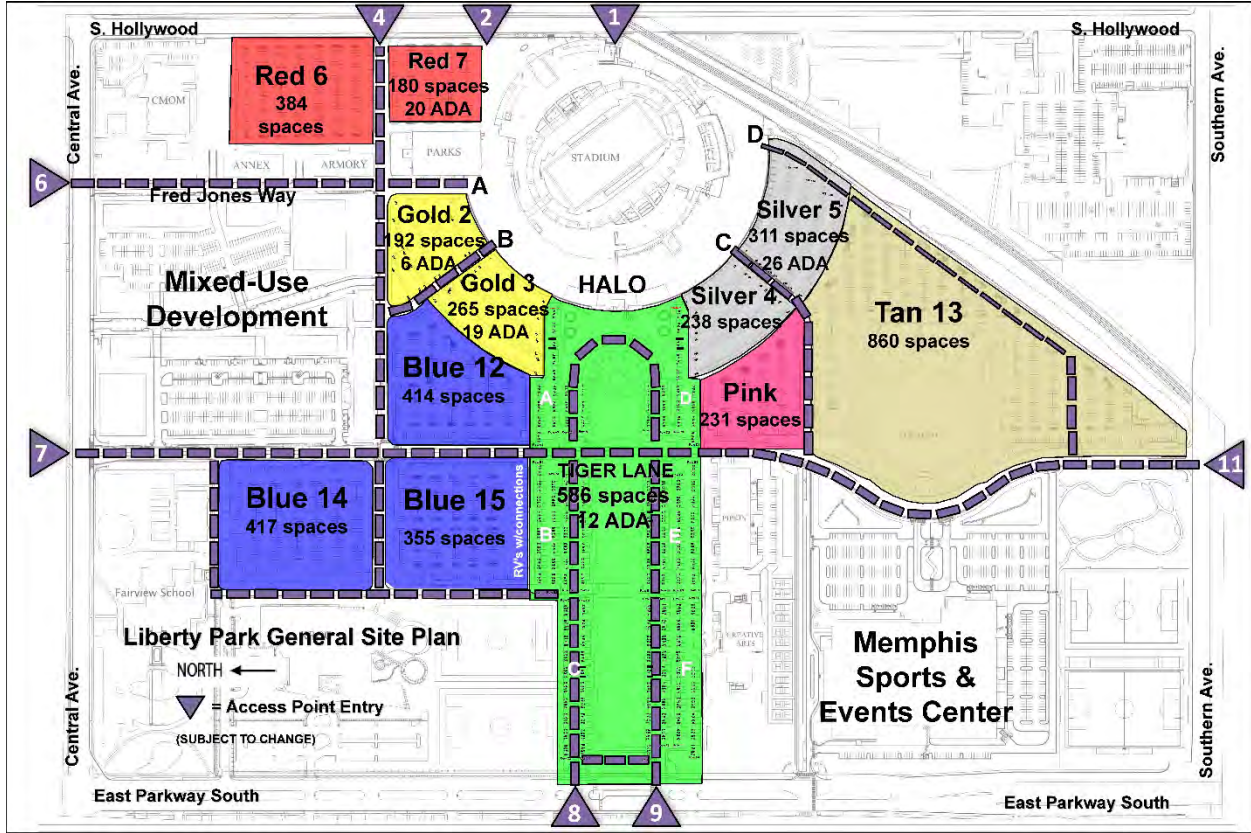
APPENDIX A

SOUTHERN HERITAGE CLASSIC GAME DATES 2023-2024

September 9, 2023  
September 14, 2024



# APPENDIX B STADIUM PARKING AREA



**PLANNING**

**&**

**ZONING**

**Resolution to Instruct the Zoning Administrator of the Division of Planning and Development to File a Zoning Text Amendment of the Memphis and Shelby County Unified Development Code Regarding the Process to Rename City Streets**

**WHEREAS**, the Memphis City Council, on September 1, 2020 passed Ordinance No. 5759, amending the City of Memphis Code of Ordinances to vest street name change powers of city streets solely with the Memphis City Council; and

**WHEREAS**, the Memphis City Council desires to maintain its authority to permanently change the names of streets within the limits of the City of Memphis by ordinance and without approval of other review bodies; and

**WHEREAS**, however, there has been established a need to amend the permanent street name change process as outlined in the Memphis and Shelby County Unified Development Code, so as to keep the administrative tasks within the Division of Planning and Development related to public hearings and notification, and to re-establish a process for members of the public to recommend street name changes based on the preferences of neighborhoods; and

**WHEREAS**, in accordance with the City’s Charter, the Unified Development Code and applicable law, the Memphis City Council desires to submit a proposed Zoning Text Amendment to the Land Use Control Board for review and recommendation.

**NOW, THEREFORE BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL** that the Zoning Administrator prepare and submit a zoning text amendment compliant with Ordinance No. 5759 to the Land Use Control Board for review and recommendation, in accordance with its requirements for notice and meeting schedules, and that the Zoning Administrator prepare and submit a report to the Land Use Control Board providing an explanation of the zoning text amendment and such recommendation, if any, that the Zoning Administrator desires to make for consideration by the Land Use Control Board.

**BE IT FURTHER RESOLVED** that the Division of Planning and Development shall determine all applicable costs and fees associated with performing administrative tasks and disseminating required public notice and establish appropriate means and measures to ensure adequate compensation once actions to rename city streets are initiated.

Sponsor  
Cheyenne Johnson  
Michalyn Easter-Thomas

Chairman  
Martavius Jones

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 4/25/2023  
DATE  
PUBLIC SESSION: 4/25/2023  
DATE**

**ITEM (CHECK ONE)**  
 ORDINANCE     RESOLUTION     REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a planned development at the subject property located at 4747 Getwell Road, known as case number PD 22-21

**CASE NUMBER:** PD 22-21

**DEVELOPMENT:** Smith Family Planned Development

**LOCATION:** 4747 Getwell Road

**COUNCIL DISTRICTS:** District 3 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Willie Smith Sr.

**REPRESENTATIVE:** Brenda Solomito Basar, Solomito Land Planning

**REQUEST:** Planned Development to allow limited number of CMU-1 uses

**AREA:** +/-1.247 acres

**RECOMMENDATION:** The Division of Planning and Development recommended *Approval with conditions*  
 The Land Use Control Board recommended *Approval with conditions*

**RECOMMENDED COUNCIL ACTION:** **Public Hearing NOT Required**  
 Public hearing – April 25, 2023

**PRIOR ACTION ON ITEM:**

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
02/9/2023 _____	DATE
(1) Land Use Control Board _____	ORGANIZATION - (1) BOARD / COMMISSION
	(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2) _____	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
\$ _____	AMOUNT OF EXPENDITURE
\$ _____	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ _____	OPERATING BUDGET
\$ _____	CIP PROJECT # _____
\$ _____	FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

**DATE                      POSITION**

_____	_____	PRINCIPAL PLANNER
_____	_____	DEPUTY ADMINISTRATOR
_____	_____	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY

\_\_\_\_\_ **CHIEF ADMINISTRATIVE OFFICER**

\_\_\_\_\_ **COMMITTEE CHAIRMAN**



## Memphis City Council Summary Sheet

### PD 22-21

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 4747 GETWELL ROAD, KNOWN AS CASE NUMBER PD 22-21

- This item is a resolution with conditions to allow a planned development with limited CMU-1 uses; and
- This resolution, if approved with conditions, will supersede the existing zoning for this property; and
- The item may require future public improvement contracts.

## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, February 9, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** PD 22-21

**DEVELOPMENT:** Smith Family Planned Development

**LOCATION:** 4747 Getwell Road

**COUNCIL DISTRICT(S):** District 3 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Willie Smith Jr.

**REPRESENTATIVE:** Brenda Solomito Basar, Solomito Land Planning

**REQUEST:** Planned Development to allow limited number of CMU-1 uses

**EXISTING ZONING:** Conservation Agriculture – CA

**AREA:** +/- 1.247 acres

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**The following spoke in support of the application:** None

**The following spoke in opposition the application:** Cheryl Hopper, Laura Payne, and James Newsom

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions.

**The motion passed by a unanimous vote of 8-0 on the regular agenda.**

Respectfully,



Jordan McKenzie  
Principal Planner  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File

**PD 22-21  
CONDITIONS**

**Outline Plan Conditions**

I. Uses Permitted

A. The following Uses are permitted

1. Single-Family Detached Conventional, Side Yard House Cottage, Single-Family Attached Semi-attached, and Two-Family Townhouse.
2. Multifamily Large Home
3. Stacked Townhouse Apartment
4. Upper-Story Residential Live/Work
5. Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility
6. Personal Care Home for the Elderly Supportive Living Facility
7. Police, Fire, EMS Substation
8. Neighborhood Arts Center or Similar Community Facility (public) Philanthropic Institution
9. Places of worship and off-site parking for places of worship
10. Social service institutions
11. Restaurants, including restaurants or other retail with a drive thru.
12. Retail sales and services
13. Personal Services including Hair, nail, tanning, massage therapy and personal care service, barber shop or beauty salon.
14. Offices
15. Bakery, Retail

B. The following uses are strictly prohibited.

1. Payday loans, title loans and flexible loan plan establishments
2. Pawn shop
3. Tattoo, Palmist, Psychic or Medium
4. Vapor shop
5. Heliport
6. Drive-in theater
7. Campground
8. Undertaking establishment
9. Garbage/refuse collection
10. Adult entertainment
11. Landfill
12. Off-premise advertising sign
13. Manufacture of chemical, cosmetic, drug, soap, paints, fertilizer, abrasive products, fabricated metal products/machinery or other products which create noxious fumes boat rental, sales, or storage.
14. Tavern, cocktail lounge or night club

## 15. Outdoor sales

### II. Bulk Regulations

- A. The development shall comply with the bulk requirements of the Commercial Mixed Use (CMU-1) District.

### III. Access, Parking and Circulation

- A. One curb cut is permitted on Getwell Road.
- B. There shall be no curb cut permitted on Faulkner Road.
- C. The design and location of the curb cut shall be approved by the City Engineer.
- D. Internal circulation between adjacent phases, lots, sections shall be provided.
- E. The minimum sight distance and geometry requirements for public streets shall comply with the Unified Development Code.
- F. All required parking shall be as illustrated on the final plat. No parking shall be allowed on any adjacent lots or parcels.
- G. Adequate queuing spaces in accordance with the Unified Development Code shall be provided between any gate/guardhouse/card reader for vehicles to exit by forward motion.
- H. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

### IV. Drainage

- A. Drainage improvements, including possible on-site detention, to be provided under contract in accordance with the City of Memphis Drainage Design Manual.
- B. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq).
- C. All drainage plans shall be subject to the City/County Engineer's Office review and approval.
- D. All drainage emanating on-site shall be private in nature and no easements will be accepted.
- E. All commons, open areas, private streets, private sewers and private drainage shall be owned and maintained by a property owners association. A statement to this effect shall appear on the final plat.



- F. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by “Reserved for Storm Water Detention” shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners’ association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer’s Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

V. Landscaping

- A. Landscaping shall be provided as illustrated on the Final Site Plan and Landscape Plan.
- B. Dumpsters shall be enclosed on all four sides with wood, brick, or other solid materials as approved by the Office of Planning and Development.
- C. Lighting shall be directed to not glare onto residential property or onto traffic on Malone Road.

VI. Signs

- A. Signage shall be in conformance with the CMU-1 District regulations.

VII. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of the Office of Planning and Development, to have such action reviewed by the appropriate Governing Bodies.

VIII. A final plan shall be filed within five (5) years of approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. A final site plan will be submitted for approval by the Land Use Control Board to finalize the elevations, building materials, circulation, landscaping, parking, location of the building, etc.

X. Any final plan shall include the following:

- A. The outline plan conditions.
- B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions, including height of all building or buildable areas, parking areas, drives, loading spaces and facilities, elevations, required landscaping, trash receptacles

and signs, etc...

- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. A statement conveying all common facilities and areas to a property owners association, or other entity, for ownership and maintenance purposes.
- G. The 100-year flood elevation.
- H. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.

CONCEPT PLAN (REVISED AFTER FEB 9<sup>TH</sup> MEETING)



February 28, 2023  
 Concept Plan  
**4747 Getwell Road**  
 MEMPHIS, TENNESSEE

PREPARED BY:  
**SOLOMITO**  
 LAND PLANNING  
 1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495



RUFENY LLC  
 INST. 21189240  
 1.28 ACRES

MONTEC BUSH  
 INST. 142538  
 0.34 ACRES



GETWELL ROAD  
 (R.O.W. VARIES)

FAULKNER ROAD  
 (50' R.O.W.)

BRISQITE UNITED  
 METHODIST CHURCH  
 INST. 7-11-4367  
 79.884 ACRES

CHRIS E. CLARK  
 INST. 10-490  
 0.127 ACRES

ALBERT J. LEE  
 INST. 10-10006  
 0.37 ACRES

SONY BILLINGS

WILLIE SMITH

BRISQITE UNITED  
 METHODIST CHURCH  
 INST. 7-11-4367  
 79.884 ACRES



VICINITY MAP

**NOTES:**

1. LANDLORD: RUFENY LLC
2. PURPOSE OF SUBMITTAL:  
 THIS PROJECT IS NOT A SPECIAL USE.  
 ALL AREAS MUST BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE CITY OF MEMPHIS ZONING MAP.  
 THE CITY OF MEMPHIS ZONING MAP IS AVAILABLE AT THE CITY CLERK'S OFFICE.  
 THE CITY CLERK'S OFFICE IS LOCATED AT 300 N. GAY ST., MEMPHIS, TN 38102.
3. PROPERTY FROM MEMPHIS CITY CLERK'S OFFICE:  
 0470110-000000-00-0000

**CONCEPT PLAN**  
 CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**  
 TOTAL AREA: 41.247 ACRES  
 WARD 013, BLOCK 111, PARCEL 0000  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV: 233  
 OWNER/DEVELOPER:  
 WILIE SMITH SR.  
 1822 Brookside Road  
 Germantown, TN 38148  
 PREPARED BY:  
**SOLOMITO**  
 PROJECT NO.: 18-000000-00-0000  
 DATE: 10/10/2018 10:48:21 AM 2018 SHEET 1 OF 1

**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 4747 GETWELL ROAD, KNOWN AS CASE NUMBER PD 22-21**

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**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a planned development for certain stated purposes in the various zoning districts; and

**WHEREAS**, the Willie Smith Jr. filed an application with the Memphis and Shelby County Division of Planning and Development to allow limited CMU-1 uses at the Smith Family Planned Development ; and

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives and standards for planned developments as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Memphis and Shelby County Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on February 9, 2023, and said Board has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a planned development is hereby granted in accordance with the attached outline plan conditions.

**BE IT FURTHER RESOLVED**, that the requirements of said aforementioned clause of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

***ATTEST:***

**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement**

## OUTLINE PLAN CONDITIONS

### I. USES PERMITTED

#### A. The following Uses are permitted

1. Single-Family Detached Conventional, Side Yard House Cottage, Single-Family Attached Semi-attached, and Two-Family Townhouse.
2. Multifamily Large Home
3. Stacked Townhouse Apartment
4. Upper-Story Residential Live/Work
5. Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility
6. Personal Care Home for the Elderly Supportive Living Facility
7. Police, Fire, EMS Substation
8. Neighborhood Arts Center or Similar Community Facility (public) Philanthropic Institution
9. Places of worship and off-site parking for places of worship
10. Social service institutions
11. Restaurants, including restaurants or other retail with a drive thru.
12. Retail sales and services
13. Personal Services including Hair, nail, tanning, massage therapy and personal care service, barber shop or beauty salon.
14. Offices
15. Bakery, Retail

#### B. The following uses are strictly prohibited.

1. Payday loans, title loans and flexible loan plan establishments
2. Pawn shop
3. Tattoo, Palmist, Psychic or Medium
4. Vapor shop
5. Heliport
6. Drive-in theater
7. Campground
8. Undertaking establishment
9. Garbage/refuse collection
10. Adult entertainment
11. Landfill
12. Off-premise advertising sign
13. Manufacture of chemical, cosmetic, drug, soap, paints, fertilizer, abrasive products, fabricated metal products/machinery or other products which create noxious fumes boat rental, sales, or storage.
14. Tavern, cocktail lounge or night club
15. Outdoor sales

### II. BULK REGULATIONS

- A. The development shall comply with the bulk requirements of the Commercial Mixed Use (CMU-1) District.

### III. ACCESS, PARKING AND CIRCULATION

- A. One curb cut is permitted on Getwell Road.
- B. There shall be no curb cut permitted on Faulkner Road.
- C. The design and location of the curb cut shall be approved by the City Engineer.
- D. Internal circulation between adjacent phases, lots, sections shall be provided.
- E. The minimum sight distance and geometry requirements for public streets shall comply with the Unified Development Code.
- F. All required parking shall be as Illustrated on the final plat. No parking shall be allowed on any adjacent lots or parcels.
- G. Adequate queuing spaces in accordance with the Unified Development Code shall be provided between any gate/guardhouse/card reader for vehicles to exit by forward motion.
- H. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

### IV. DRAINAGE

- A. Drainage improvements, including possible on-site detention, to be provided under contract in accordance with the City of Memphis Drainage Design Manual.
- B. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq).
- C. All drainage plans shall be subject to the City/County Engineer's Office review and approval.
- D. All drainage emanating on-site shall be private in nature and no easements will be accepted.
- E. All commons, open areas, private streets, private sewers and private drainage shall be owned and maintained by a property owners association. A statement to this effect shall appear on the final plat.
- F. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of



sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

## V. LANDSCAPING

- A. Landscaping shall be provided as illustrated on the Final Site Plan and Landscape Plan.
- B. Dumpsters shall be enclosed on all four sides with wood, brick, or other solid materials as approved by the Office of Planning and Development.
- C. Lighting shall be directed to not glare onto residential property or onto traffic on Malone Road.

## VI. SIGNS

- A. Signage shall be in conformance with the CMU-1 District regulations.

VII. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of the Office of Planning and Development, to have such action reviewed by the appropriate Governing Bodies.

VIII. A final plan shall be filed within five (5) years of approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. A final site plan will be submitted for approval by the Land Use Control Board to finalize the elevations, building materials, circulation, landscaping, parking, location of the building, etc.

X. Any final plan shall include the following:

- A. The outline plan conditions.
- B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions, including height of all building or buildable areas, parking areas, drives, loading spaces and facilities, elevations, required landscaping, trash receptacles and signs, etc...
- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. A statement conveying all common facilities and areas to a property owners association, or other entity, for ownership and maintenance purposes.
- G. The 100-year flood elevation.
- H. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of

Planning and Development.

CONCEPT PLAN



**AGENDA ITEM:** 5

**CASE NUMBER:** PD 2022-021 **L.U.C.B. MEETING:** February 9, 2023

**DEVELOPMENT:** Smith Family Planned Development

**LOCATION:** 4747 Getwell Road

**COUNCIL DISTRICT:** District 3 and Super District 8 – Positions 1, 2, and 3

**OWNER/APPLICANT:** Willie Smith Sr.

**REPRESENTATIVE:** Brenda Solomito Basar, Solomito Land Planning

**REQUEST:** Planned Development to allow limited number of CMU-1 uses.

**AREA:** +/- 1.247 acres

**EXISTING ZONING:** Conservation Agriculture - CA

## CONCLUSIONS

1. The applicant is requesting a Planned Development with a limited number of CMU-1 uses as listed by the outline plan conditions.
2. A retail/restaurant as a principal use is not permitted by right under the current zoning but will be under the outline plan conditions.
3. The subject property is currently vacant, and the planned development will create more desirable infill development
4. Currently the property has been cleared of vegetation, so the proposed landscaping as seen in the outline plan is inaccurate.
5. The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.
6. The location and arrangement of the structures, parking areas, walks, lighting, and other service facilities are compatible with the surrounding land uses.

## CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 23-25 of this report.

## RECOMMENDATION

***Approval with conditions***

**GENERAL INFORMATION**

<b>Street Frontage:</b>	Getwell Road	+/-144.7 linear feet
	Faulkner Road	+/-68.3 linear feet
<b>Zoning Atlas Page:</b>	2440	
<b>Parcel ID:</b>	073111 00005	
<b>Existing Zoning:</b>	Conservation Agriculture - CA	

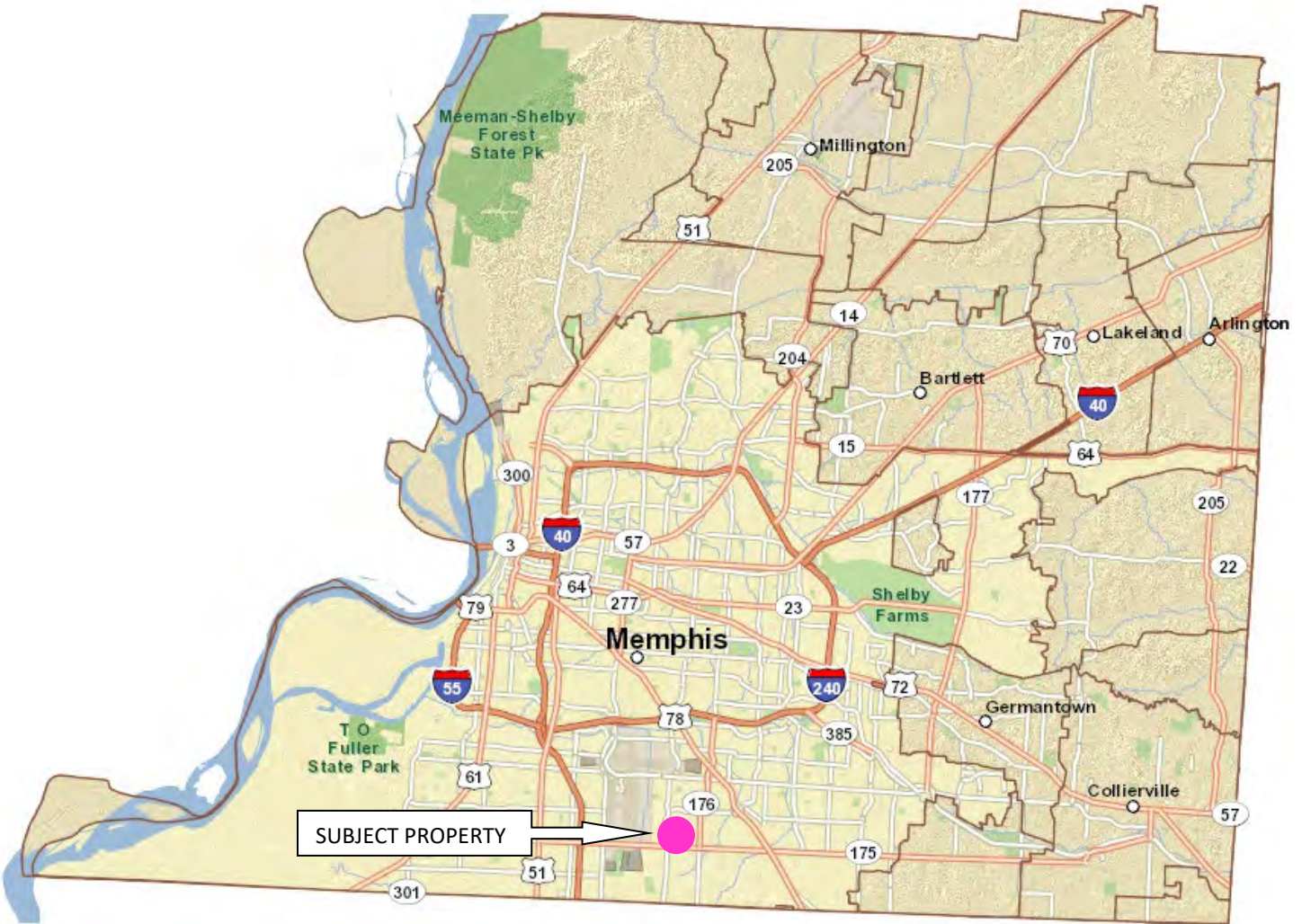
**NEIGHBORHOOD MEETING**

The meeting was held at 6:30 PM on Thursday 29, 2022, at McDonald's, 3845 E. Shelby Drive.

**PUBLIC NOTICE**

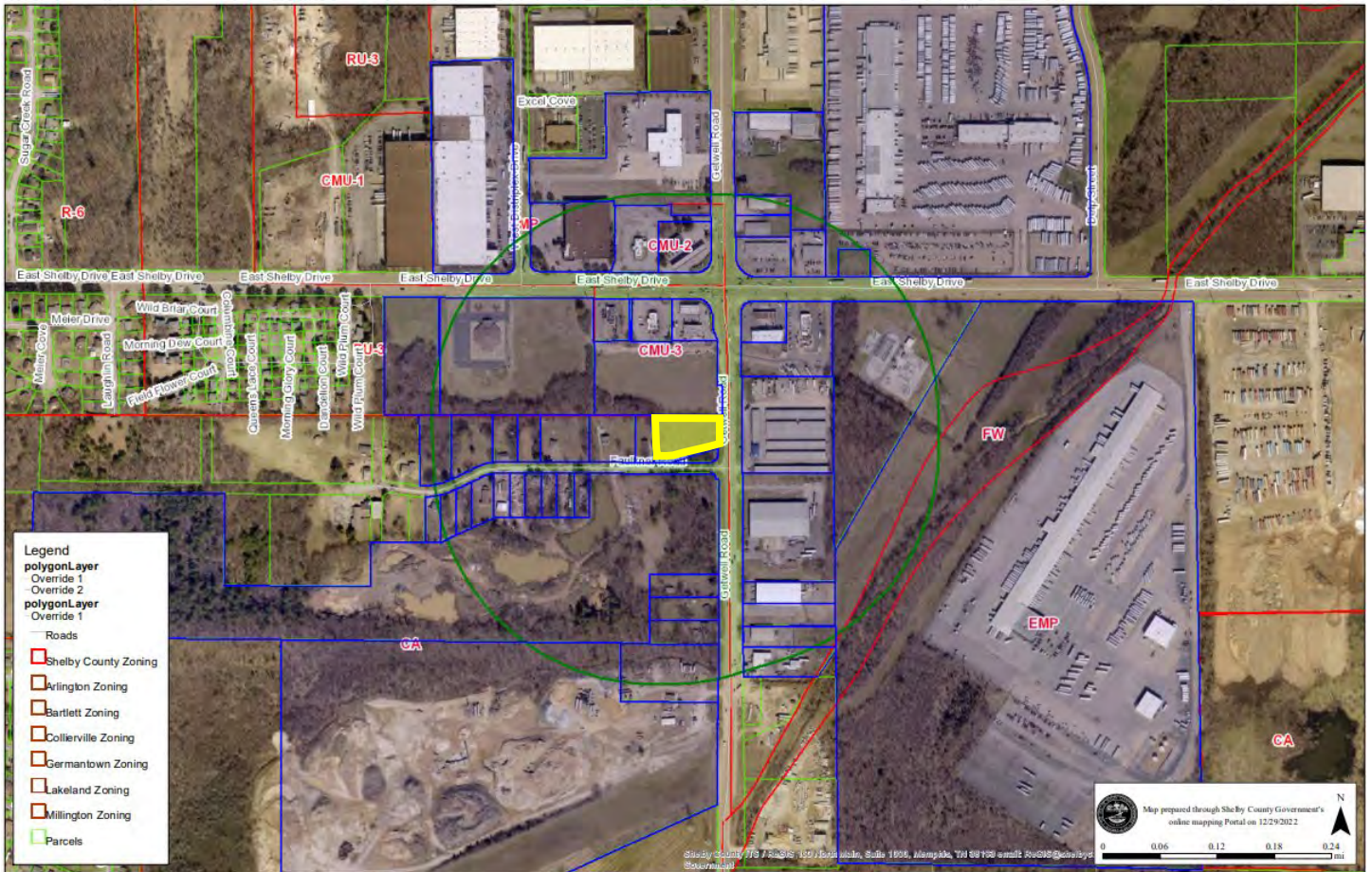
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of **53 notices** were mailed on December 29, 2022, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located within the pink circle, near the Airport Industrial Park Area

VICINITY MAP



Subject property highlighted in yellow

**AERIAL**



Subject property outlined in yellow, imagery from January 5, 2023



**ZONING MAP**



Subject property highlighted in yellow

**Existing Zoning:** Conservation Agriculture - CA

**Surrounding Zoning**

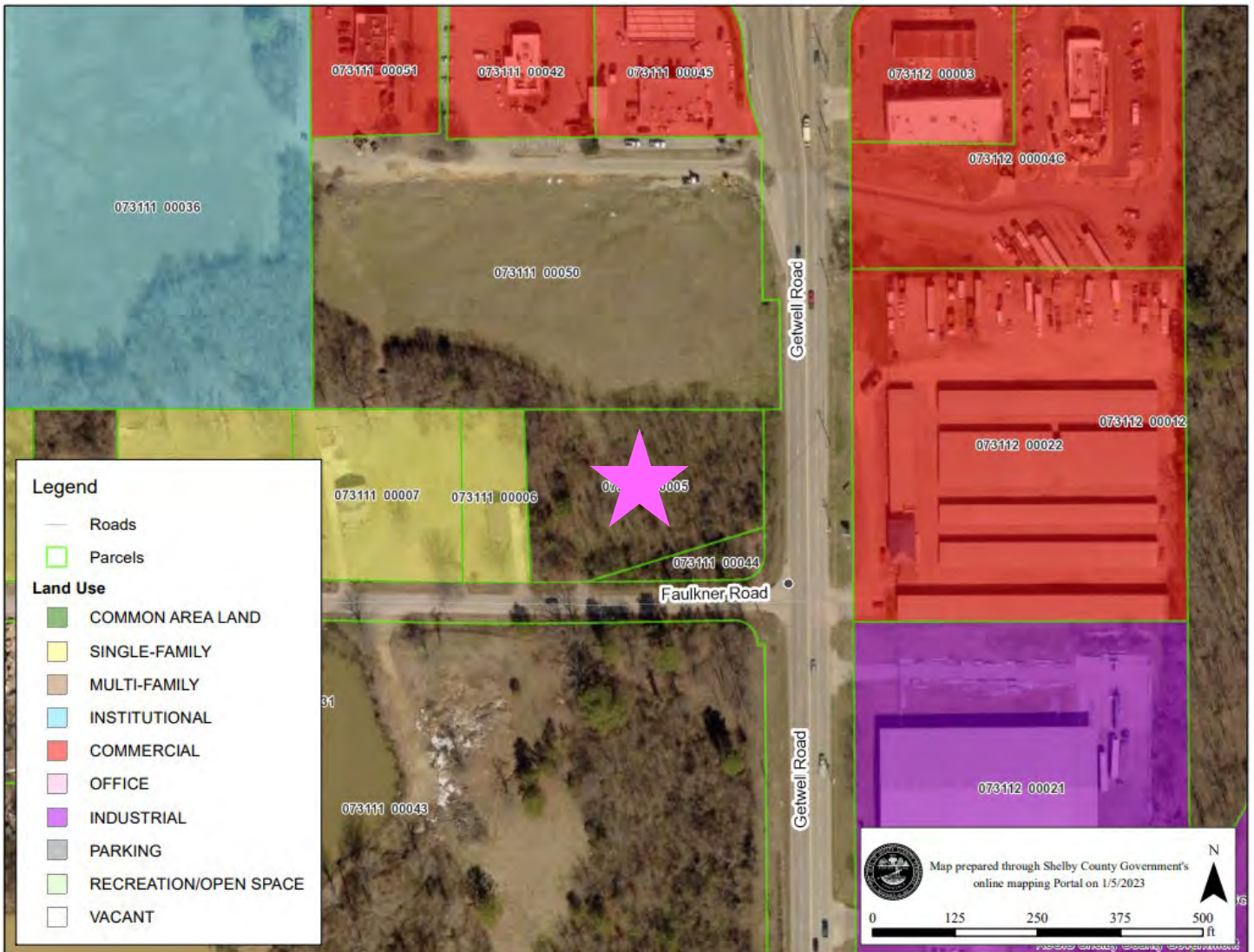
**North:** Commercial Mixed-Use -3 (CMU-3)

**East:** Employment - EMP

**South:** Conservation Agriculture - CA

**West:** Conservation Agriculture - CA

**LAND USE MAP**



Subject property indicated by a pink star

**SITE PHOTOS**



View of the center of the subject property from Getwell Road looking south



View of the subject property from Getwell Road looking West

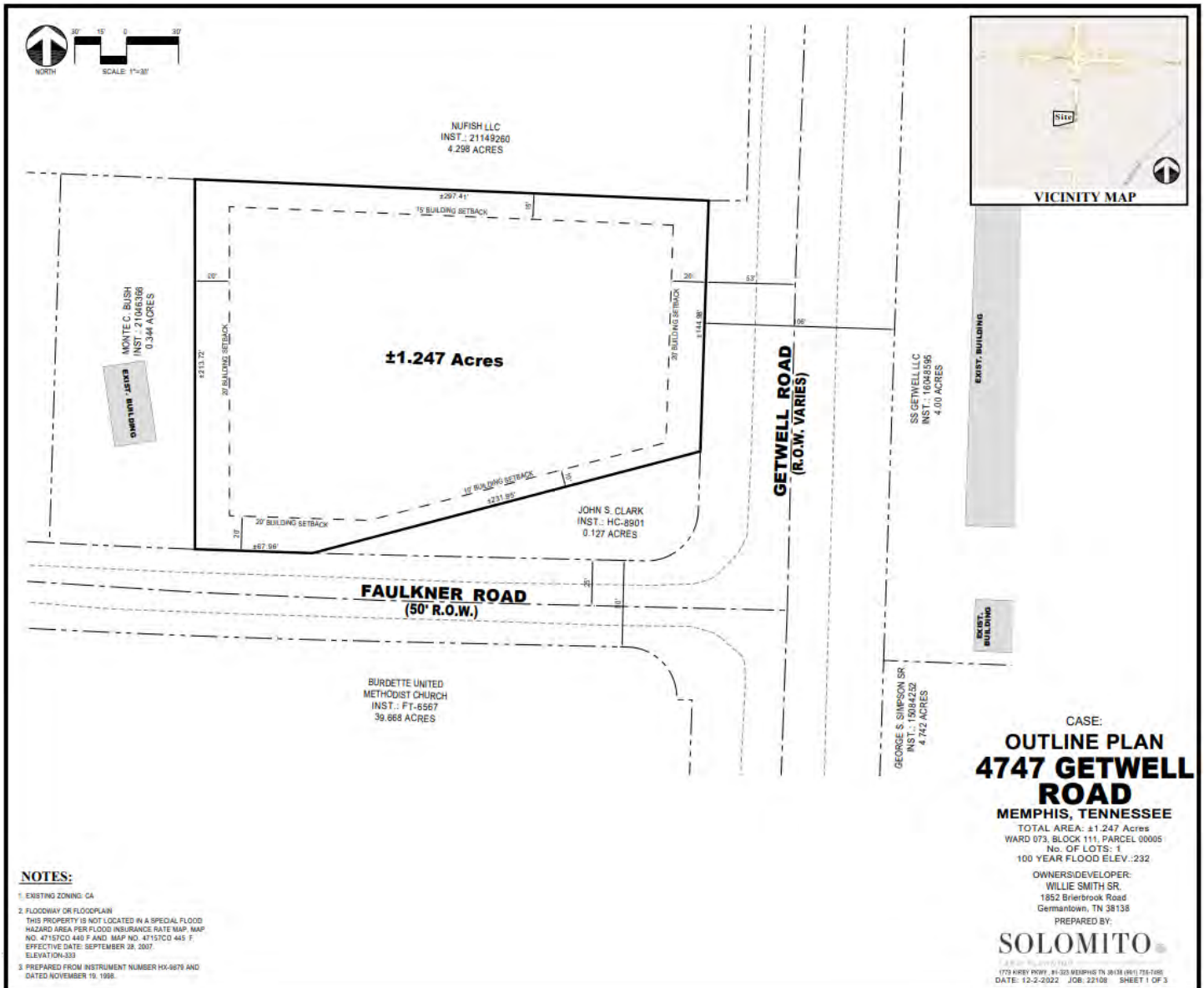


View of the subject property from the corner of Faulkner and Getwell Road looking northwest



View of the subject property from Faulkner Road looking North (Image from 2019)

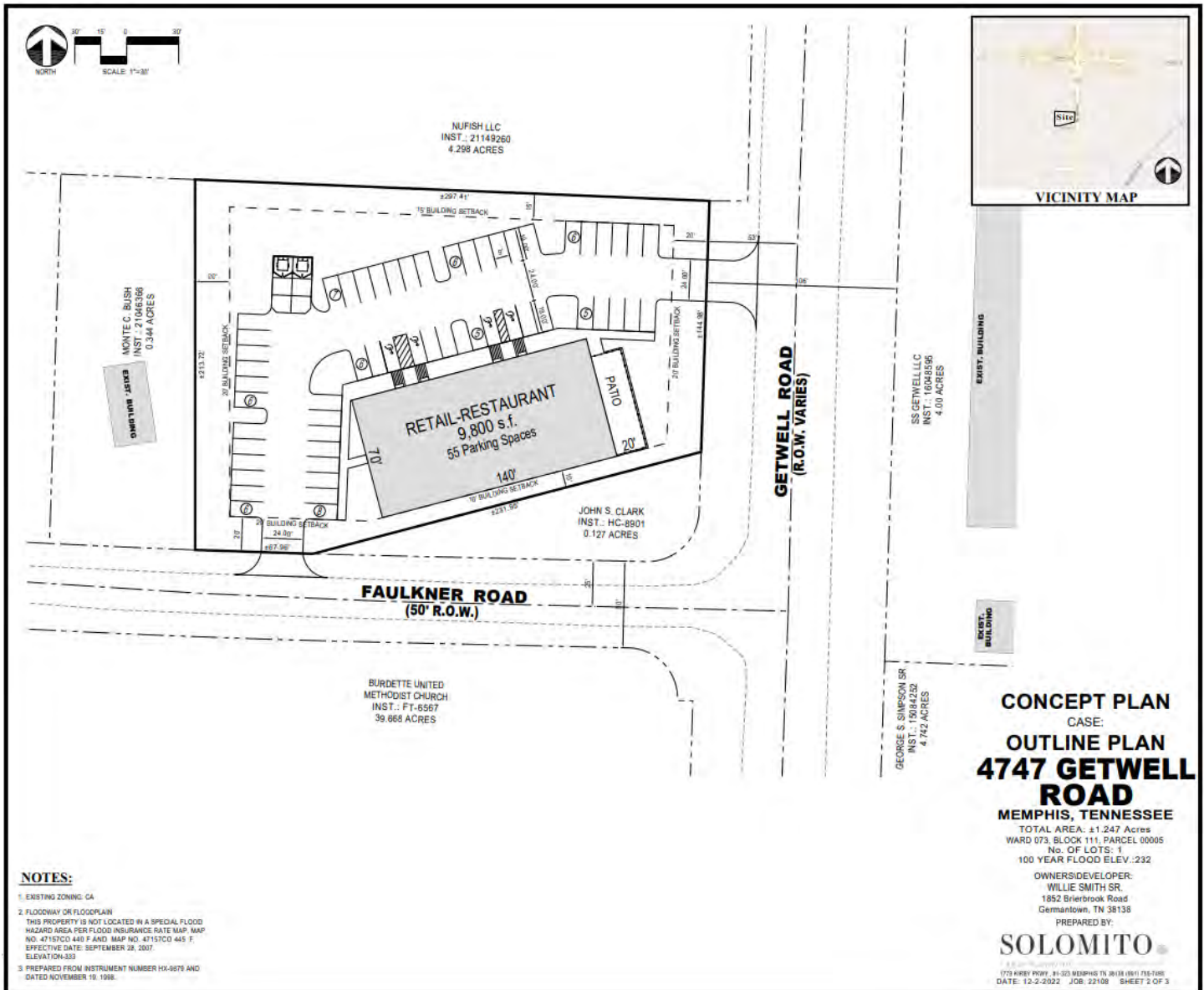
**OUTLINE PLAN**



**NOTES:**  
 1. EXISTING ZONING: CA  
 2. FLOODWAY OR FLOODPLAIN  
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 448-F AND MAP NO. 47157CO 445-F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION: 333  
 3. PREPARED FROM INSTRUMENT NUMBER HX-6679 AND DATED NOVEMBER 19, 1996.

CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**  
 TOTAL AREA: ±1.247 Acres  
 WARD 073, BLOCK 111, PARCEL 00005  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV.: 232  
 OWNERS/DEVELOPER:  
 WILLIE SMITH SR.  
 1352 Briarbrook Road  
 Germantown, TN 38138  
 PREPARED BY:  
**SOLOMITO**  
1773 KIRBY POYB, #1-303 MEMPHIS TN 38108 (901) 755-1085  
 DATE: 12-2-2022 JOB: 22108 SHEET 1 OF 3

**CONCEPT PLAN**



**NOTES:**  
 1. EXISTING ZONING: CA  
 2. FLOODWAY OR FLOODPLAIN  
 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 445-F AND MAP NO. 47157CO 445-F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION: 333  
 3. PREPARED FROM INSTRUMENT NUMBER HV-6075 AND DATED NOVEMBER 19, 1998.

**CONCEPT PLAN**  
 CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**  
 TOTAL AREA: 41.247 Acres  
 WARD 073, BLOCK 111, PARCEL 00005  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV.: 232  
 OWNERS/DEVELOPER:  
 WILLIE SMITH SR.  
 1952 Briarbrook Road  
 Germantown, TN 38138  
 PREPARED BY:  
**SOLOMITO**  
 1779 ARREY POWY, #1-323 MEMPHIS TN, 38118 (901) 752-7385  
 DATE: 12-2-2022 JOB: 22108 SHEET 2 OF 3

## STAFF ANALYSIS

### Request

The application, PD general provisions, and letter of intent have been added to this report.

The request is to permit a limited number of CMU-1 uses

### Applicability

Staff agrees the applicability standards and criteria as set out in Section 4.10.2 of the Unified Development Code are or will be met.

#### *4.10.2 Applicability*

*The governing bodies may, upon proper application, grant a special use permit for a planned development (see Chapter 9.6) for a tract of any size within the City or for tracts of at least three acres in unincorporated Shelby County to facilitate the use of flexible techniques of land development and site design, by providing relief from district requirements designed for conventional developments, and may establish standards and procedures for planned developments in order to obtain one or more of the following objectives:*

- A. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.*
- B. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.*
- C. Functional and beneficial uses of open space areas.*
- D. Preservation of natural features of a development site.*
- E. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.*
- F. Rational and economic development in relation to public services.*
- G. Efficient and effective traffic circulation, both within and adjacent to the development site, that supports or enhances the approved transportation network.*
- H. Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environment and living units.*
- I. Revitalization of established commercial centers of integrated design in order to encourage the rehabilitation of such centers in order to meet current market preferences.*
- J. Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work.*
- K. Consistency with the Memphis 3.0 General Plan.*

### General Provisions

Staff agrees the general provisions standards and criteria as set out in Section 4.10.3 of the Unified Development Code are or will be met.

#### *4.10.3 General Provisions*

*The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations of the Land Use Control Board and the Planning Director which shall be forwarded pursuant to provisions contained in this Chapter.*

- A. *The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.*
- B. *An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.*  
By providing a limited number of CMU-1 uses and designing the site so as to not negatively impact the surrounding properties, this site will be developed in a compatible manner and ample landscaping and buffering.
- C. *The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for structures, parking and loading areas or access way shall be landscaped or otherwise improved except where natural features are such as to justify preservation.*
- D. *Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.*
- E. *Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.*
- F. *Lots of record are created with the recording of a planned development final plan.*

### **Commercial or Industrial Criteria**

Staff agrees the additional planned commercial or industrial development criteria as set out in Section 4.10.5 of the Unified Development Code are or will be met.

#### *4.10.5 Planned Commercial or Industrial Developments*

*Approval of a planned commercial or industrial development may be issued by the governing bodies for buildings or premises to be used for the retail sale of merchandise and services, parking areas, office buildings, hotels and motels and similar facilities ordinarily accepted as commercial center uses and those industrial uses which can be reasonably be expected to function in a compatible manner with the other permitted uses in the area. In addition to the applicable standards and criteria set forth in Section 4.10.3, planned commercial or industrial developments shall comply with the following standards:*

- A. *Screening*  
*When commercial or industrial structures or uses in a planned commercial or industrial development abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies.*
- B. *Display of Merchandise*  
*All business, manufacturing and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure.*
- C. *Accessibility*  
*The site shall be accessible from the proposed street network in the vicinity which will be adequate to carry the anticipated traffic of the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development.*



**D. Landscaping**

*Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.*

**Approval Criteria**

Staff agrees the approval criteria as set out in Section 9.6.9 of the Unified Development Code are being met.

**9.6.9 Approval Criteria**

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- A. The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- B. The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- C. The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- D. The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- E. The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- F. The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- G. The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to insure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- H. Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

**Site Description**

The subject property is +/-1.247 acres located on the west side of Getwell Road – approximately 525 feet south of East Shelby Drive. The site is currently a vacant lot with a Conservation Agriculture- CA zoning designation. There is an existing curb cut in disrepair on the Faulkner Road frontage (68.3 feet) but nothing along the Getwell Road frontage (144.7 feet). The parcel has overhead powerlines along Getwell Road and has been largely cleared of all vegetation/tree canopy. The property abuts the Faulkner Subdivision and is adjacent to EMP zoning across the street and CMU-3 zoning to the north.

**Site Plan Review**

- Retail/ Restaurant as a principal use is not permitted by right
- Total parking required 33, provided 55

- No open space calculation was given
- No landscape buffer is being proposed per the outline plan or concept plan
- The parking setback of at least 10 feet is met.
- Building setbacks appear to meet CMU-1 bulk regulations

### **Conclusions**

The applicant is requesting a Planned Development with a limited number of CMU-1 uses as listed by the outline plan conditions.

A retail/restaurant as a principal use is not permitted by right under the current zoning but will be under the outline plan conditions.

The subject property is currently vacant, and the planned development will create more desirable infill development.

Currently the property has been cleared of vegetation, so the proposed landscaping as seen in the outline plan is inaccurate.

The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.

The location and arrangement of the structures, parking areas, walks, lighting and other service facilities are compatible with the surrounding land uses.

### **RECOMMENDATION**

Staff recommends approval with site and outline plan conditions.

### **Outline Plan Conditions**

Smith Family Planned Development  
Proposed Outline Plan Conditions  
January 4, 2023

#### **I. Uses Permitted**

##### **A. The following Uses are permitted**

1. Single-Family Detached Conventional, Side Yard House Cottage, Single-Family Attached Semi-attached, and Two-Family Townhouse.
2. Multifamily Large Home
3. Stacked Townhouse Apartment

4. Upper-Story Residential Live/Work
5. Nursing Home, Full-time Convalescent, Hospice, Assisted Living Facility, Residential Home for the Elderly, Independent Living Facility
6. Personal Care Home for the Elderly Supportive Living Facility
7. Police, Fire, EMS Substation
8. Neighborhood Arts Center or Similar Community Facility (public) Philanthropic Institution
9. Places of worship and off-site parking for places of worship
10. Social service institutions
11. Restaurants, including restaurants or other retail with a drive thru.
12. Retail sales and services
13. Personal Services including Hair, nail, tanning, massage therapy and personal care service, barber shop or beauty salon.
14. Offices
15. Bakery, Retail

B. The following uses are strictly prohibited.

1. Payday loans, title loans and flexible loan plan establishments
2. Pawn shop
3. Tattoo, Palmist, Psychic or Medium
4. Vapor shop
5. Heliport
6. Drive-in theater
7. Campground
8. Undertaking establishment
9. Garbage/refuse collection
10. Adult entertainment
11. Landfill
12. Off-premise advertising sign
13. Manufacture of chemical, cosmetic, drug, soap, paints, fertilizer, abrasive products, fabricated metal products/machinery or other products which create noxious fumes boat rental, sales, or storage.
14. Tavern, cocktail lounge or night club
15. Outdoor sales

II. Bulk Regulations

- A. The development shall comply with the bulk requirements of the Commercial Mixed Use (CMU-1) District.

III. Access, Parking and Circulation

- A. One curb cut is permitted on Getwell Road and one curb cut is permitted on Faulkner.

- B. The design and location of the curb cut shall be approved by the City Engineer.
- C. Internal circulation between adjacent phases, lots, sections shall be provided.
- D. The minimum sight distance and geometry requirements for public streets shall comply with the Unified Development Code.
- E. All required parking shall be as illustrated on the final plat. No parking shall be allowed on any adjacent lots or parcels.
- F. Adequate queuing spaces in accordance with the Unified Development Code shall be provided between any gate/guardhouse/card reader for vehicles to exit by forward motion.
- G. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

#### IV. Drainage

- A. Drainage improvements, including possible on-site detention, to be provided under contract in accordance with the City of Memphis Drainage Design Manual.
- B. This project must be evaluated by the Tennessee Department of Health and Environment regarding their jurisdiction over the watercourses on this site in accordance with the Water Quality Control Act of 1977 as amended (TCA 69-3-101 et seq).
- C. All drainage plans shall be subject to the City/County Engineer's Office review and approval.
- D. All drainage emanating on-site shall be private in nature and no easements will be accepted.
- E. All commons, open areas, private streets, private sewers and private drainage shall be owned and maintained by a property owners association. A statement to this effect shall appear on the final plat.
- F. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

#### V. Landscaping

- A. Landscaping shall be provided as illustrated on the Final Site Plan and Landscape Plan.

- B. Dumpsters shall be enclosed on all four sides with wood, brick, or other solid materials as approved by the Office of Planning and Development.
- C. Lighting shall be directed to not glare onto residential property or onto traffic on Malone Road.

VI. Signs

- A. Signage shall be in conformance with the CMU-1 District regulations.

VII. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented; provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of the Office of Planning and Development, to have such action reviewed by the appropriate Governing Bodies.

VIII. A final plan shall be filed within five (5) years of approval of the outline plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. A final site plan will be submitted for administrative approval to finalize the elevations, building materials, circulation, landscaping, parking, location of the building, etc.

X. Any final plan shall include the following:

- A. The outline plan conditions.
- B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions, including height of all building or buildable areas, parking areas, drives, loading spaces and facilities, elevations, required landscaping, trash receptacles and signs, etc...
- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. A statement conveying all common facilities and areas to a property owners association, or other entity, for ownership and maintenance purposes.
- G. The 100-year flood elevation.
- H. A lighting plan detailing the location, height, style, direction, etc. of all outdoor lighting and a photometric plan shall be submitted for administrative review and approval by the Division of Planning and Development.

## **DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

### **City/County Engineer:**

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

### **Sewers:**

2. City sanitary sewers are available to serve this development.
3. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.
4. An overall sewer plan for the entire site shall be submitted to the City Engineer prior to approval of the first final plat.

### **Roads:**

5. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
6. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.
7. Improve and dedicate 54' from centerline for Getwell Rd.

### **Traffic Control Provisions:**

8. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5-foot-wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5-foot clear pedestrian path, an exception may be considered.
9. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
10. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

**Curb Cuts/Access:**

11. The City Engineer shall approve the design, number, and location of curb cuts.
12. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.

**Drainage:**

13. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
14. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
15. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
16. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.
17. A pro-rata Fee for major drainage improvements may be required by a phased development.
18. All drainage emanating on-site shall be private in nature and no public easements will be accepted.
19. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

**Site Plan Notes:**

20. Provide internal circulation between adjacent phases, lots, and sections. Common ingress/egress easements shall be shown on the final plats.
21. Residential lots with individual curb cuts to an arterial street must have a minimum 100 feet, a minimum lot depth of 150 feet, and provide an on-site turn around area permitting egress by forward motion. A note to this effect shall appear on the final plat in accordance with Section 403.4.A of the Unified Development Code.
22. Adequate queuing spaces in accordance with section 4.4.8 of the UDC shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.

23. Adequate maneuvering room shall be provided between the right-of-way and the gate/guardhouse/card reader for vehicles to exit by forward motion.

**General Notes:**

24. The width of all existing off-street sewer easements shall be widened to meet current city standards.

25. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.

26. All connections to the sewer shall be at manholes only.

27. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.

28. Required landscaping shall not be placed on sewer or drainage easements.

**City/County Fire Division:**

- All design and construction shall comply with the 2021 edition of the International Fire Code (as locally amended) and referenced standards.
- Fire apparatus access shall comply with section 503. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6 (as amended).
- Fire protection water supplies (including fire hydrants) shall comply with section 507.
- Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternate methods of protection are provided.
- IFC 510 In-building two-way emergency responder communication coverage shall be provided in all new and existing buildings. Buildings and structures that cannot support the required level of coverage shall be equipped with systems and components to enhance signals and achieve the required level of communication coverage.
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.



**City Real Estate:** No comments received.

**City/County Health Department:** No comments received.

**Shelby County Schools:** No comments received.

**Construction Code Enforcement:** No comments received.

**Memphis Light, Gas and Water:** No comments received.

**Office of Sustainability and Resilience:**

**General Comments & Analysis:**

Located in Zone 1 of the Resilience Zone Framework:

Zone 1 areas have the lowest level of development risk and conflict. These areas avoid high risk disaster zones, such as floodplains, and they also do not conflict with sensitive ecological areas. These areas are the most straightforward for development, and development would have the lowest impact on regional resilience. Consider incorporating the protection of ecological assets while balancing the promotion of low-impact site design and compact development typologies in appropriate areas.

The parcel for which the Applicant would like to create a planned development is currently zoned Conservation Agriculture. The types, area, and intensity of land uses in this district are designed to encourage and protect agricultural uses and the conservation of undeveloped areas.

The proposed Outline Plan does show increased impervious surfaces on the lot including one building and a surrounding parking lot.

The submitted Outline Plan and existing condition maps use aerial imagery taken in 2021. These images show a highly vegetated, undeveloped parcel. Recent aerial imagery and Google Street View images from June 2022 show that all trees and leafy vegetation on the parcel have been removed. Such tree removal, if completed without filing a Notice of Intent, would be in violation of the Unified Development Code. In addition, the Applicant submitted proposed conditions stating that landscaping and existing trees to be preserved are indicated on the Outline Plan. The Outline Plan only shows the minimum buffers around the outside boundaries of the planned development.

**Consistent with the Mid-South Regional Resilience Master Plan best practices: Yes**

This planned development request is generally consistent with the Mid-South Regional Resilience Master Plan. The parcel is not located in an area with a high risk for flooding or ecological damage. The proposed land uses are unlikely to have a negative impact on the surrounding environment.

While the Outline Plan is generally consistent, Staff remains concerned regarding the removal of the tree canopy on the site and lack of proposed landscaping conditions. Increasing the impervious area and reducing vegetative cover increases stormwater runoff quantity and velocity. Trees reduce stormwater runoff, improve air quality, improve ecological health, and help reduce the surface temperature in their immediate vicinity (Section 5.7 Trees).

**Consistent with the Memphis Area Climate Action Plan best practices: No**

The proposed planned development is generally not consistent with the Memphis Area Climate Action Plan due to the recent tree removal and lack of conditions addressing tree replacement and plantings in the new development. The Climate Action Plan calls for increasing the urban tree canopy from 37% coverage to 60% coverage countywide by 2050 (Priority Action E.7).

**Recommendations:** Staff recommends the following condition:

- Prior to final site plan approval, the Applicant shall meet or exceed the tree replacement requirements in UDC Section 6.1 Tree Removal.

As landscaping planning moves forward on this planned development, efforts should be made to ensure that the species of trees represented in the tree canopy is diverse and well-maintained. In addition, Staff urges the developer to use Low Impact Development (LID) techniques for managing stormwater runoff, such as using permeable pavers for parking spaces and designing stormwater to flow into landscaped areas.

**Office of Comprehensive Planning:**

**Comprehensive Planning Review of Memphis 3.0 Consistency**

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This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: LUCB PD 22-21: Airport Adjacent

Site Address/Location: 4747 Getwell Road

Overlay District/Historic District/Flood Zone: Not located in an overlay district, historic district, or flood zone.

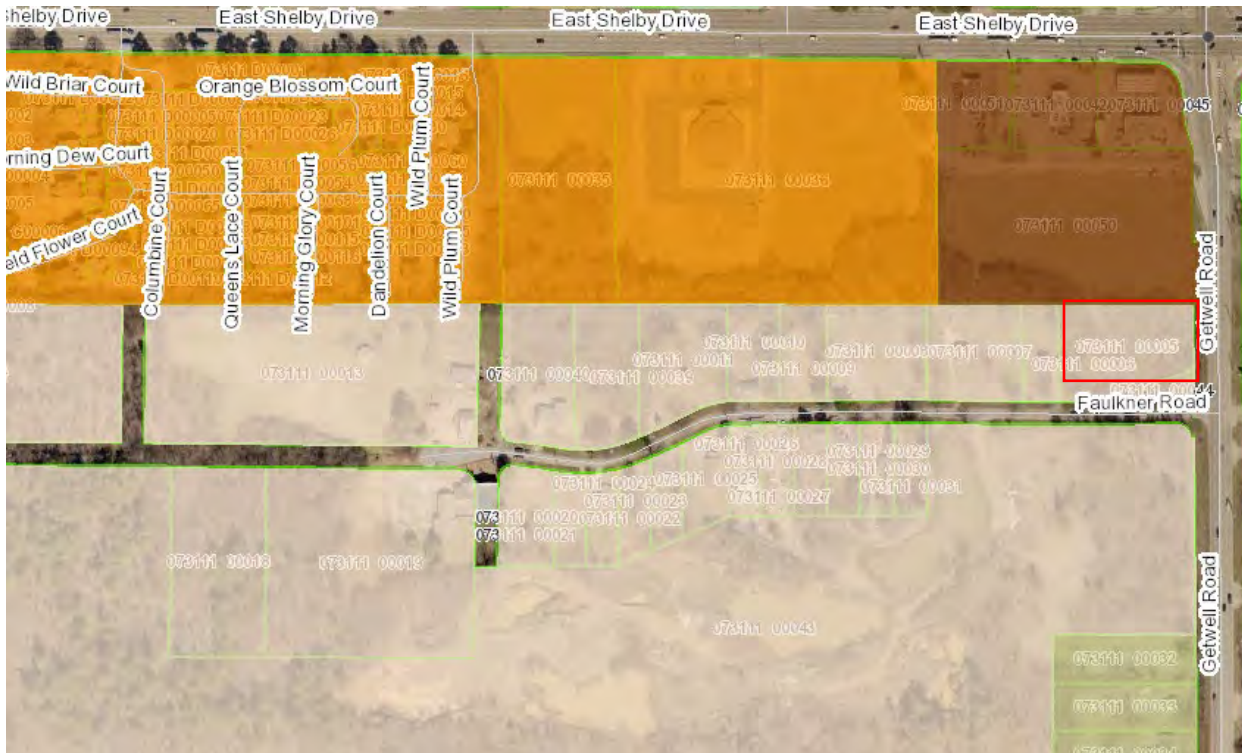
Future Land Use Designation: Primarily Single-Unit Neighborhood (NS)

Street Type: N/A

*The applicant is requesting a planned development to allow CMU-1 uses on the parcel. The applicant intends to develop a retail/restaurant use on the parcel.*

The following information about the land use designation can be found on pages 76 – 122:

**1. Future Land Use Planning Map**



Red polygon indicates the application site on the Future Land Use Map.

## 2. Land Use Description/Intent

Primarily Single-Unit Neighborhood (NS) are residential neighborhoods consisting primarily of single-unit houses that are a Community Anchor. Graphic portrayal of NS is to the right.



not near

### “NS” Form & Location Characteristics

Primarily detached, House scale buildings, Primarily residential, 1 – 3 stories; Beyond ½ mile from a Community Anchor

### “NS” Zoning Notes

Generally compatible with the following zone districts: R-E, R-15, R-10, R-8, R-6 in accordance with Form and characteristics listed above.

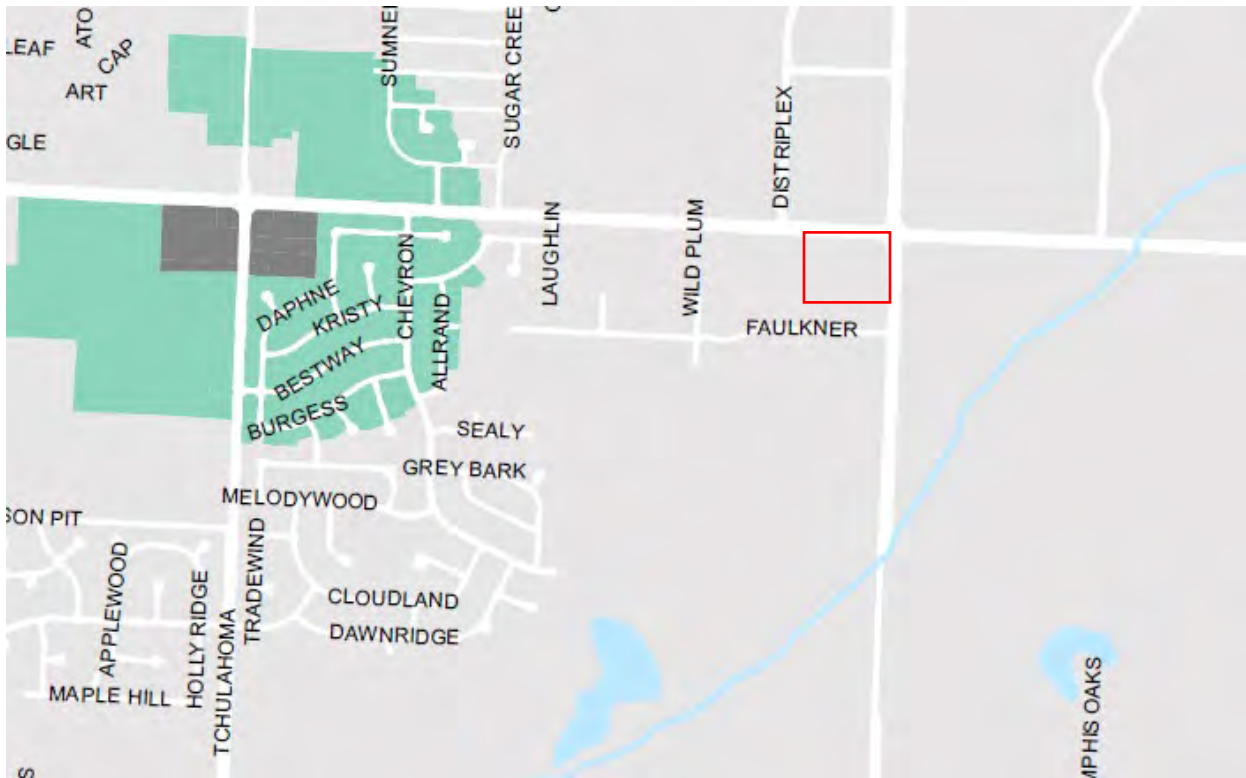
### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, Conservation Agriculture

Adjacent Land Use and Zoning: Vacant, Commercial, CMU-3, RU-3

**Overall Compatibility:** *This requested use is not compatible with the land use description/intent, form and location characteristics, zoning notes, and existing land use and zoning. However, the requested use is consistent with adjacent land use and zoning.*

### Degree of Change Map



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

**3. Degree of Change Description**

N/A

**4. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities**

N/A

**5. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations**

N/A

**Consistency Analysis Summary**

*The applicant is requesting a planned development to allow CMU-1 uses on the parcel. The applicant intends to develop a retail/restaurant use on the parcel.*

*This requested use is not compatible with the land use description/intent, form and location characteristics, zoning notes, and existing land use and zoning. However, the requested use is consistent with adjacent land use and zoning.*

*While, the planned development is not compatible with the future land use, it is consistent with adjacent land use and zoning. Additionally, it will bring infill development to a vacant parcel. Therefore, the request is consistent.*

**Based on the information provided, the proposal is CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by: Melanie Batke Olejarczyk, Comprehensive Planning.

APPLICATION



City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**LAND USE CONTROL BOARD PLANNED DEVELOPMENT APPLICATION**  
**TO FILE ONLINE USE THE [DEVELOP 901 CITIZEN PORTAL](#)**

Date: 12/08/2022 Previous Case/Docket #: \_\_\_\_\_

PLEASE TYPE OR PRINT

Property Owner of Record: Willie Smith Sr. Phone #: 901-292-1147

Mailing Address: 1852 Brierbrook Rd City/State: Germantown, TN Zip: 38138

Property Owner Email Address: smith9181@bellsouth.net

Applicant: Same Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant Email Address: \_\_\_\_\_

Representative: Brenda Solomito Basar, Solomito Land Planning Phone #: 901-569-0310

Mailing Address: 1779 Kirby Parkway #1-323 City/State: Memphis, TN Zip: 38138

Representative Email Address: brenda@solomitolandplanning.com

Architect/Engineer/Surveyor: Mark Underwood, Property Solutions Phone #: 901-230-5867

Mailing Address: 784 Dean's Creek Drive City/State: Collierville, TN Zip: 38017

Architect/Engineer/Surveyor Email Address: underwoodm@earthlink.net

**PREMISES LOCATION** (Describe by street address & directional location description, e.g. 200 Johnson Street, North side of Johnson Street, 100 feet east of Brown Street): 4747 Getwell Rd, East of Getwell, North of Faulkner Road

Parcel ID: 073111 00005

Project Name: \_\_\_\_\_

Project Description: Planned development to allow CMU-1 Uses

**Did you have a pre-application meeting with the Division of Planning and Development (DPD)?**

Planner: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Type of Planned Development (PD) (check one)?  New PD  Amendment to Existing PD

Is the development located within the Medical Overlay District or Uptown Special Purpose District (Note these areas do not permit new planned developments)? No (yes or no)

If this development is located in unincorporated Shelby County, is the tract at least three acres (Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)? \_\_\_\_\_ (yes, no, or n/a)

	Area A	Area B	Area C
Acres:	<u>1.247</u>	_____	_____
Existing Use of Property:	<u>Vacant Land</u>	_____	_____
Requested Use of Property:	<u>CMU-1</u>	_____	_____

Is this application in response to a citation, stop work order, or zoning letter? No (yes or no)

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information: \_\_\_\_\_

**APPROVAL CRITERIA** (UDC Section 9.6.9)

*No planned development shall be approved unless the following findings are made concerning the application:*

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare: \_\_\_\_\_

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations: \_\_\_\_\_

C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services: \_\_\_\_\_

LETTER OF INTENT

December 8, 2022

Mr. Brett Ragsdale, AIA  
Zoning Administrator  
Division of Planning and Development  
125 N. Main, Ste. 468  
Memphis, TN 38103

Re: Application for Planned Development  
4747 Getwell Rd.

Dear Brett:

We are pleased to submit an application for Planned Development on behalf of the property owner, Mr. Willie Smith. The property is located at the northwest corner of Getwell Road and Faulkner Road just south of East Shelby Drive. The property contains 1.247 acres and is currently zoned Conservation Agriculture (CA). Research of historical aerial photographs indicate the property has never been developed.

The property to the north is zoned CMU-3 and was approved for a Special Use Permit in 2018 (SUP 2018-011). Properties to the east are zoned Employment (EMP) and properties to the south and west are zoned Conservation Agriculture (CA). The small triangle property at the corner is not included in the application since ownership is unclear.

The purpose of this application is to request a Planned Development with limited CMU-1 uses. The approval of this request will provide the neighborhood with neighborhood services. As a part of our research, we consulted with the DPD Comprehensive Planning department and while the future land use for this property is Primarily Single-Unit Neighborhood (NS), CMU-1 uses would be considered.

As a result, this proposal provides for a couple of possible layouts for the property so as to not negatively impact the surrounding single family residential.

**APPROVAL CRITERIA (UDC Section 9.6.9)**

- A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare:  
*The existing character of the neighborhood is a mixture of single family residential, warehousing and distribution. The addition of a small neighborhood support center will provide a land use transition and a needed resource for the neighborhood. This proposal will not adversely impact public health, safety, and general welfare.*
  
- B) The project will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations:  
*By providing a limited number of CMU-1 uses and designing the site so as to not negatively impact the surrounding properties, this site will be developed in a compatible manner and ample landscaping and buffering.*

**SOLOMITO**

LAND PLANNING

brenda@solomitolandplanning.com | 901.755.7495

December 8, 2022  
Page 2

- C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water, and sewers; or that the applicant will provide adequately for such services:  
***All public services are readily available at the site.***
- D) The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance:  
***There are no significant natural, scenic, or historic features or characteristics on this site.***
- E) The project complies with all additional standards imposed on it by any particular provisions authorizing such use:  
***This proposal complies with all applicable regulations***
- F) The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties:  
***This proposal complies with other plans to be considered.***

**GENERAL PROVISIONS (UDC Section 4.10.3)**

- A) The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County:  
***When developed, this property will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans.***
- B) An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:  
***Adequate public facilities and services exist for this site.***
- C) The location and arrangement of the structures, parking and loading areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation:  
***As illustrated on the attached site plans, the site has options for the arrangement of parking, access, and other site features. Landscaping will be provided in excess of what is required.***
- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest:  
***Because of the irregular shape of the property, setbacks, building locations and parking have been provided to best fit the site.***



December 8, 2022  
Page 3

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements:

***Duly Noted***

F) Lots of record are created with the recording of a planned development final plan:

***Yes***

Thank you for your time and consideration in this matter. Please do not hesitate to call with any questions and/or comments.

Sincerely,

**SOLOMITO LAND PLANNING**



Brenda Solomito Basar  
Land Planner

**SIGN AFFIDAVIT**

*Wells Sisk*

AFFIDAVIT

Shelby County  
State of Tennessee

I *Shea Bon*, being duly sworn deposes and says that at *7:05* am, pm on the *29<sup>th</sup>* day of *Dec* he/she posted a Public Notice Sign(s) pertaining to case number *PD 2022-021* at (address) *4747 Crockett*, providing notice of a Public Hearing before the Land Use Control Board , Memphis City Council , Shelby County Board of Commissioners for consideration of a proposed land use action (Planned Development                     , Use Variance                     , Zoning District map Amendment                     , a photograph of said sign(s) being attached hereon and a copy of the signs purchase receipt or rental contract attaches hereto.

*Shea Bon* *12-31-22*  
Owner, Applicant or Representative Date

Subscribed and sworn to before me this *31<sup>st</sup>* day of *Dec*, 2007. *2022*

Notary Public



My Commission Expires: \_\_\_\_\_

**LETTERS RECEIVED**

No letters received at the time of completion of this report.



## Record Summary for Planned Development

### Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: December 7, 2022

Record Number: PD 2022-021

Expiration Date:

Record Name: Smith Family Planned Development

Description of Work: Request for a Planned Development to permit limited CMU-1 uses.

Parent Record Number:

---

### Address:

4747 GETWELL RD, MEMPHIS 38118

### Owner Information

Primary Owner Name

Y SMITH WILLIE SR

Owner Address

1852 BRIERBROOK RD, GERMANTOWN, TN 38138

Owner Phone

---

### Parcel Information

073111 00005

---

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner

Jeffrey Penzes

Date of Meeting

09/22/2022

#### GENERAL PROJECT INFORMATION

Planned Development Type

New Planned Development (PD)

Previous Docket / Case Number

1947-057 - CO

**GENERAL PROJECT INFORMATION**

Medical Overlay / Uptown No  
If this development is located in unincorporated N/A  
Shelby County, is the tract at least three acres?  
(Note a tract of less than three acres is not  
eligible for a planned development in  
unincorporated Shelby County)  
Is this application in response to a citation, stop No  
work order, or zoning letter  
If yes, please provide a copy of the citation, stop -  
work order, and/or zoning letter along with any  
other relevant information

**APPROVAL CRITERIA**

UDC Sub-Section 9.6.9A See Attached  
UDC Sub-Section 9.6.9B See Attached  
UDC Sub-Section 9.6.9C See Attached  
UDC Sub-Section 9.6.9D See Attached  
UDC Sub-Section 9.6.9E See Attached  
UDC Sub-Section 9.6.9F See Attached

**GENERAL PROVISIONS**

UDC Sub-Section 4.10.3A See Attached  
B) An approved water supply, community waste See Attached  
water treatment and disposal, and storm water  
drainage facilities that are adequate to serve the  
proposed development have been or will be  
provided concurrent with the development  
C) The location and arrangement of the See Attached  
structures, parking and loading areas, walks,  
lighting and other service facilities shall be  
compatible with the surrounding land uses, and  
any part of the proposed development not used  
for such facilities shall be landscaped or  
otherwise improved except where natural  
features are such as to justify preservation  
D) Any modification of the district standards that See Attached  
would otherwise be applicable to the site are  
warranted by the design of the outline plan and  
the amenities incorporated therein, and are not  
inconsistent with the public interest  
E) Homeowners' associations or some other Yes  
responsible party shall be required to maintain  
any and all common open space and/or common  
elements  
F) Lots of record are created with the recording Yes  
of a planned development final plan

**GIS INFORMATION**

Central Business Improvement District No  
Case Layer BOA1947-057-CO

**GIS INFORMATION**

Class	R
Downtown Fire District	No
Historic District	-
Land Use	VACANT
Municipality	MEMPHIS
Overlay/Special Purpose District	-
Zoning	CA
State Route	1
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	-

---

**Contact Information**

<b>Name</b>	<b>Contact Type</b>
SMITH WILLIE SR	APPLICANT

**Address**

**Phone**

(901)292-1147

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1434570	Credit Card Use Fee (.026 x fee)	1	0.00	INVOICED	0.00	12/07/2022
1434651	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	12/08/2022

Total Fee Invoiced: \$1,500.00

Total Balance: \$0.00

---

**Payment Information**

<b>Payment Amount</b>	<b>Method of Payment</b>
\$1,500.00	Check



**MEMPHIS AND  
SHELBY COUNTY** **DIVISION OF PLANNING  
AND DEVELOPMENT**

City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**LAND USE CONTROL BOARD PLANNED DEVELOPMENT APPLICATION  
TO FILE ONLINE USE THE [DEVELOP 901 CITIZEN PORTAL](#)**

Date: 12/08/2022

Previous Case/Docket #: \_\_\_\_\_

PLEASE TYPE OR PRINT

Property Owner of Record: Willie Smith Sr. Phone #: 901-292-1147

Mailing Address: 1852 Brierbrook Rd City/State: Germantown, TN Zip: 38138

Property Owner Email Address: smith9181@bellsouth.net

Applicant: Same Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant Email Address: \_\_\_\_\_

Representative: Brenda Solomito Basar, Solomito Land Planning Phone #: 901-569-0310

Mailing Address: 1779 Kirby Parkway #1-323 City/State: Memphis, TN Zip: 38138

Representative Email Address: brenda@solomitolandplanning.com

Architect/Engineer/Surveyor: Mark Underwood, Property Solutions Phone #: 901-230-5867

Mailing Address: 784 Dean's Creek Drive City/State: Collierville, TN Zip: 38017

Architect/Engineer/Surveyor Email Address: underwoodm@earthlink.net

**PREMISES LOCATION** (Describe by street address & directional location description, e.g. 200 Johnson Street, North side of Johnson Street, 100 feet east of Brown Street): 4747 Getwell Rd, East of Getwell, North of Faulkner Road

Parcel ID: 073111 00005

Project Name: \_\_\_\_\_

Project Description: Planned development to allow CMU-1 Uses

**Did you have a pre-application meeting with the Division of Planning and Development (DPD)?**

Planner: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Type of Planned Development (PD) (check one)?  New PD  Amendment to Existing PD

Is the development located within the Medical Overlay District or Uptown Special Purpose District (Note these areas do not permit new planned developments)? No (yes or no)

If this development is located in unincorporated Shelby County, is the tract at least three acres (Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)? \_\_\_\_\_ (yes, no, or n/a)

	Area A	Area B	Area C
Acres:	<u>1.247</u>	_____	_____
Existing Use of Property:	<u>Vacant Land</u>	_____	_____
Requested Use of Property:	<u>CMU-1</u>	_____	_____

Is this application in response to a citation, stop work order, or zoning letter? No (yes or no)

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information: \_\_\_\_\_

**APPROVAL CRITERIA** (UDC Section 9.6.9)

*No planned development shall be approved unless the following findings are made concerning the application:*

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare: \_\_\_\_\_

B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations: \_\_\_\_\_

C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services: \_\_\_\_\_



D) The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance: \_\_\_\_\_

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E) The project complies with all additional standards imposed on it by any particular provisions authorizing such use:

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F) The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties: \_\_\_\_\_

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**GENERAL PROVISIONS (UDC Section 4.10.3)**

*No planned development shall be approved unless the following findings are made concerning the application:*

A) The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County: \_\_\_\_\_

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B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:

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- C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- E) Homeowners’ associations or some other responsible party shall be required to maintain any and all common open space and/or common elements: \_\_\_\_\_
- F) Lots of record are created with the recording of a planned development final plan: \_\_\_\_\_

**LAND USE CONTROL BOARD PLANNED DEVELOPMENT APPLICATION GUIDE**

To file online use the Develop 901 Citizen Portal: [www.aca-prod.accela.com/SHELBYCO/Default](http://www.aca-prod.accela.com/SHELBYCO/Default)

**GENERAL INFORMATION**

**UNIFIED DEVELOPMENT CODE (UDC) REFERENCES FOR PLANNED DEVELOPMENTS:**

- a) Planned Development – UDC Chapter 9.6 and Section 9.6.11
- b) Planned Development Amendment – UDC Paragraph 9.6.11E(1)

**PRE-APPLICATION MEETING** – This is a meeting in which the Division of Planning and Development Land Use and Development Services discusses the procedures, standards, and regulations required of a request in accordance with the Unified Development Code with the applicant(s) and/or their representative(s), see Section 9.3.1 of [Unified Development Code](#) for additional information. To schedule a pre-application meeting please call Land Use and Development Services at (901) 636-6619.

**APPLICATION REVIEW PROCESS** – [Click here](#) to view a flowchart that explains the review process by application type, as well as the expected review time for each.

**NEIGHBORHOOD MEETING** – At least ten (10) days, but not more than one hundred twenty (120) days, prior to a hearing before the Land Use Control Board, the applicant shall provide an opportunity to discuss the proposal with representatives from neighborhoods adjacent to the development site, see Section 9.3.2 of the [Unified Development Code](#) for additional information, procedures, standards, and requirements.

**APPLICATION DEADLINES** – A link to the Applications Deadlines Calendar can be found on the Land Use and Development Services’ [webpage](#).

**APPLICATION ASSISTANCE** – [Click here](#) to view a list of firms and individuals who frequently provide assistance with the filing of applications with the Division of Planning and Development.

**FILING FEE(S)** – See the [Fee Schedule](#). Make checks payable to “M/SC Division of Planning and Development”

**POSTED NOTICE** – Posting sign(s) may be required, refer to Sub-Sections 9.3.4A and 9.3.4C of the [Unified Development Code](#) for specific requirements. If posted notice is required, the sign [affidavit](#) and a photograph of each sign on the subject property are also mandatory. [Download](#) templates of the sign in a PowerPoint document. [Click here](#) for a list of companies that may be able to produce posted notice signs.

### **REQUIRED DOCUMENTS**

As part of the application, the following documents are required to be submitted:

**LETTER OF INTENT** – A brief narrative statement generally describing the nature, location, and extent of the development and the market it is intended to serve.

**OUTLINE PLAN** – An outline plan consists of the following documents:

- A. CONCEPT PLAN** – In general, a drawing of the subject property drawn to an engineering scale, showing property boundary lines and dimensions, existing utilities and easements, roadways, rail lines and public rights-of-way, crossing and adjacent to the subject property; the proposed height, dimensions, and arrangements of buildings on the property; the location of points of ingress to and egress (driveways), parking lots and loading areas on the site, any proposed substantial re-grading of the site and any significant topographical or physical features of the site including water courses or ponds; etc.
- B. LANDSCAPE PLAN** – A detailed diagram that includes the specific location and spacing of plant materials. All plant materials shall be identified in a planting schedule chart that indicates the symbol, quantity, common name, botanical name, and minimum size at planting—caliper and height.
- C. PROPOSED OUTLINE PLAN CONDITIONS IN WORD** – The proposed outline plan conditions must be submitted in the Microsoft Word format.

**VICINITY MAP** – Map showing the subject property (boldly outlined) and all adjacent parcel owners. Refer to Sub-Section 9.3.4A of the [Unified Development Code](#) for specific notification requirements. Note two hardcopy sets of sticky labels must be provided and shall be dropped off at Suite 477 in City Hall, 125 N Main Street, Memphis, TN 38103. [Public Notice Tool User Guide](#).

**MAILING LABELS OF NAMES AND ADDRESSES** – A complete list of names and mailing addresses, of all property owners shown on the vicinity map, typewritten, and formatted as 1" x 2 5/8" labels (Avery 5160). Additionally, include the application property owner of record, applicant, representative, and/or Architect/Engineer/Surveyor. [Public Notice Tool User Guide](#).

**DEED(S)** – Most recent deed(s) on file with [Shelby County Register of Deeds](#).

**OWNER AFFIDAVIT** – [Affidavit of ownership or owner designee](#).

**Additional documents may be required prior to approval including, but not limited, to:**

**ELEVATIONS** – Building elevations may be required upon request by the Division of Planning and Development. Factors that will be taken into consideration by the Division of Planning and Development in its determination that building elevations are required are surrounding land uses, frontage requirements, proximity of the requested building(s) to the public right-of-way, conditions, etc.

Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Stellie Smith state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 4747 Getwell Rd and further identified by Assessor's Parcel Number 07311 00005, for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 19th day of Oct in the year of 2020

Amanda P. Hood  
Signature of Notary Public



December 8, 2022

Mr. Brett Ragsdale, AIA  
Zoning Administrator  
Division of Planning and Development  
125 N. Main, Ste. 468  
Memphis, TN 38103

Re: Application for Planned Development  
4747 Getwell Rd.

Dear Brett:

We are pleased to submit an application for Planned Development on behalf of the property owner, Mr. Willie Smith. The property is located at the northwest corner of Getwell Road and Faulkner Road just south of East Shelby Drive. The property contains 1.247 acres and is currently zoned Conservation Agriculture (CA). Research of historical aerial photographs indicate the property has never been developed.

The property to the north is zoned CMU-3 and was approved for a Special Use Permit in 2018 (SUP 2018-011). Properties to the east are zoned Employment (EMP) and properties to the south and west are zoned Conservation Agriculture (CA). The small triangle property at the corner is not included in the application since ownership is unclear.

The purpose of this application is to request a Planned Development with limited CMU-1 uses. The approval of this request will provide the neighborhood with neighborhood services. As a part of our research, we consulted with the DPD Comprehensive Planning department and while the future land use for this property is Primarily Single-Unit Neighborhood (NS), CMU-1 uses would be considered.

As a result, this proposal provides for a couple of possible layouts for the property so as to not negatively impact the surrounding single family residential.

#### **APPROVAL CRITERIA (UDC Section 9.6.9)**

- A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare:

***The existing character of the neighborhood is a mixture of single family residential, warehousing and distribution. The addition of a small neighborhood support center will provide a land use transition and a needed resource for the neighborhood. This proposal will not adversely impact public health, safety, and general welfare.***

- B) The project will be constructed, arranged, and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations:

***By providing a limited number of CMU-1 uses and designing the site so as to not negatively impact the surrounding properties, this site will be developed in a compatible manner and ample landscaping and buffering.***

# SOLOMITO

LAND PLANNING

brenda@solomitolandplanning.com | 901.755.7495

- C) The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water, and sewers; or that the applicant will provide adequately for such services:

***All public services are readily available at the site.***

- D) The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance:

***There are no significant natural, scenic, or historic features or characteristics on this site.***

- E) The project complies with all additional standards imposed on it by any particular provisions authorizing such use:

***This proposal complies with all applicable regulations***

- F) The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties:

***This proposal complies with other plans to be considered.***

#### **GENERAL PROVISIONS (UDC Section 4.10.3)**

- A) The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County:

***When developed, this property will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans.***

- B) An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development:

***Adequate public facilities and services exist for this site.***

- C) The location and arrangement of the structures, parking and loading areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation:

***As illustrated on the attached site plans, the site has options for the arrangement of parking, access, and other site features. Landscaping will be provided in excess of what is required.***

- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest:

***Because of the irregular shape of the property, setbacks, building locations and parking have been provided to best fit the site.***

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements:

***Duly Noted***

F) Lots of record are created with the recording of a planned development final plan:

***Yes***

Thank you for your time and consideration in this matter. Please do not hesitate to call with any questions and/or comments.

Sincerely,

**SOLOMITO LAND PLANNING**



Brenda Solomito Basar  
Land Planner



NORTH



SCALE: 1"=50'



December 5, 2022  
Concept Plan  
4747 Getwell Road  
MEMPHIS, TENNESSEE

PREPARED BY:

**SOLOMITO**  
LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495

DWG. NAME: 22108-Outline.dwg





NORTH



SCALE: 1"=50'



December 2, 2022  
Concept Plan  
4747 Getwell Road  
MEMPHIS, TENNESSEE

PREPARED BY:

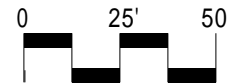
**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495

DWG. NAME: 22108-Outline.dwg



NORTH



SCALE: 1"=50'



±1.247 Acres

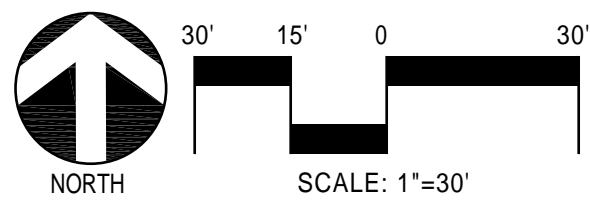
**FAULKNER ROAD**  
(50' R.O.W.)

**GETWELL ROAD**  
(R.O.W. VARIES)

December 2, 2022  
Existing Conditions  
4747 Getwell Road  
MEMPHIS, TENNESSEE

PREPARED BY:  
**SOLOMITO**  
LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495

DWG. NAME: 22108-Outline.dwg



NUFISH LLC  
INST.: 21149260  
4.298 ACRES

MONTE C. BUSH  
INST.: 21046366  
0.344 ACRES

EXIST. BUILDING



JOHN S. CLARK  
INST.: HC-8901  
0.127 ACRES

FAULKNER ROAD  
(50' R.O.W.)

BURDETTE UNITED  
METHODIST CHURCH  
INST.: FT-6567  
39.668 ACRES

GETWELL ROAD  
(R.O.W. VARIES)

SS GETWELL LLC  
INST.: 16048595  
4.00 ACRES

EXIST. BUILDING

EXIST. BUILDING

GEORGE S. SIMPSON SR.  
INST.: 15084252  
4.742 ACRES



VICINITY MAP

**CONCEPT PLAN**  
CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**

TOTAL AREA: ±1.247 Acres  
WARD 073, BLOCK 111, PARCEL 00005  
No. OF LOTS: 1  
100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
WILLIE SMITH SR.  
1852 Brierbrook Road  
Germantown, TN 38138

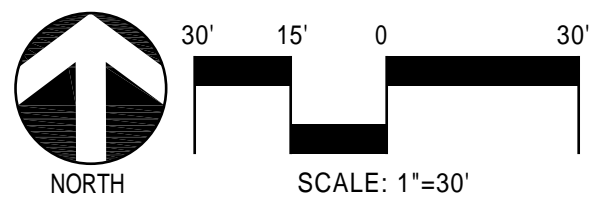
PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
DATE: 12-5-2022 JOB: 22108 SHEET 2 OF 3

**NOTES:**

- EXISTING ZONING: CA
- FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
- PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.



NUFISH LLC  
INST.: 21149260  
4.298 ACRES

MONTE C. BUSH  
INST.: 21046366  
0.344 ACRES

EXIST. BUILDING



JOHN S. CLARK  
INST.: HC-8901  
0.127 ACRES

FAULKNER ROAD  
(50' R.O.W.)

BURDETTE UNITED  
METHODIST CHURCH  
INST.: FT-6567  
39.668 ACRES

GEORGE S. SIMPSON SR.  
INST.: 15084252  
4.742 ACRES

SS GETWELL LLC  
INST.: 16048595  
4.00 ACRES

EXIST. BUILDING

EXIST. BUILDING



VICINITY MAP

**NOTES:**

- EXISTING ZONING: CA
- FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
- PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.

**CONCEPT PLAN**  
CASE:  
**OUTLINE PLAN**  
**4747 GETWELL ROAD**  
**MEMPHIS, TENNESSEE**

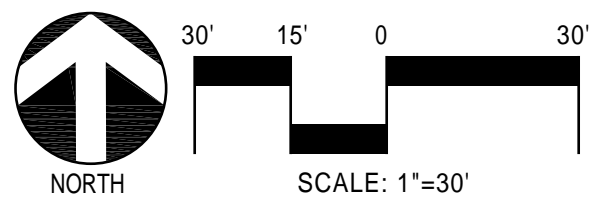
TOTAL AREA: ±1.247 Acres  
WARD 073, BLOCK 111, PARCEL 00005  
No. OF LOTS: 1  
100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
WILLIE SMITH SR.  
1852 Brierbrook Road  
Germantown, TN 38138

PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
DATE: 12-2-2022 JOB: 22108 SHEET 2 OF 3



NUFISH LLC  
INST.: 21149260  
4.298 ACRES

MONTE C. BUSH  
INST.: 21046366  
0.344 ACRES

EXIST. BUILDING

±1.247 Acres

JOHN S. CLARK  
INST.: HC-8901  
0.127 ACRES

SS GETWELL LLC  
INST.: 16048595  
4.00 ACRES

EXIST. BUILDING

EXIST. BUILDING

GEORGE S. SIMPSON SR.  
INST.: 15084252  
4.742 ACRES

BURDETTE UNITED  
METHODIST CHURCH  
INST.: FT-6567  
39.668 ACRES

GETWELL ROAD  
(R.O.W. VARIES)

FAULKNER ROAD  
(50' R.O.W.)

CASE:  
**OUTLINE PLAN**  
**4747 GETWELL**  
**ROAD**  
**MEMPHIS, TENNESSEE**

TOTAL AREA: ±1.247 Acres  
WARD 073, BLOCK 111, PARCEL 00005  
No. OF LOTS: 1  
100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
WILLIE SMITH SR.  
1852 Brierbrook Road  
Germantown, TN 38138

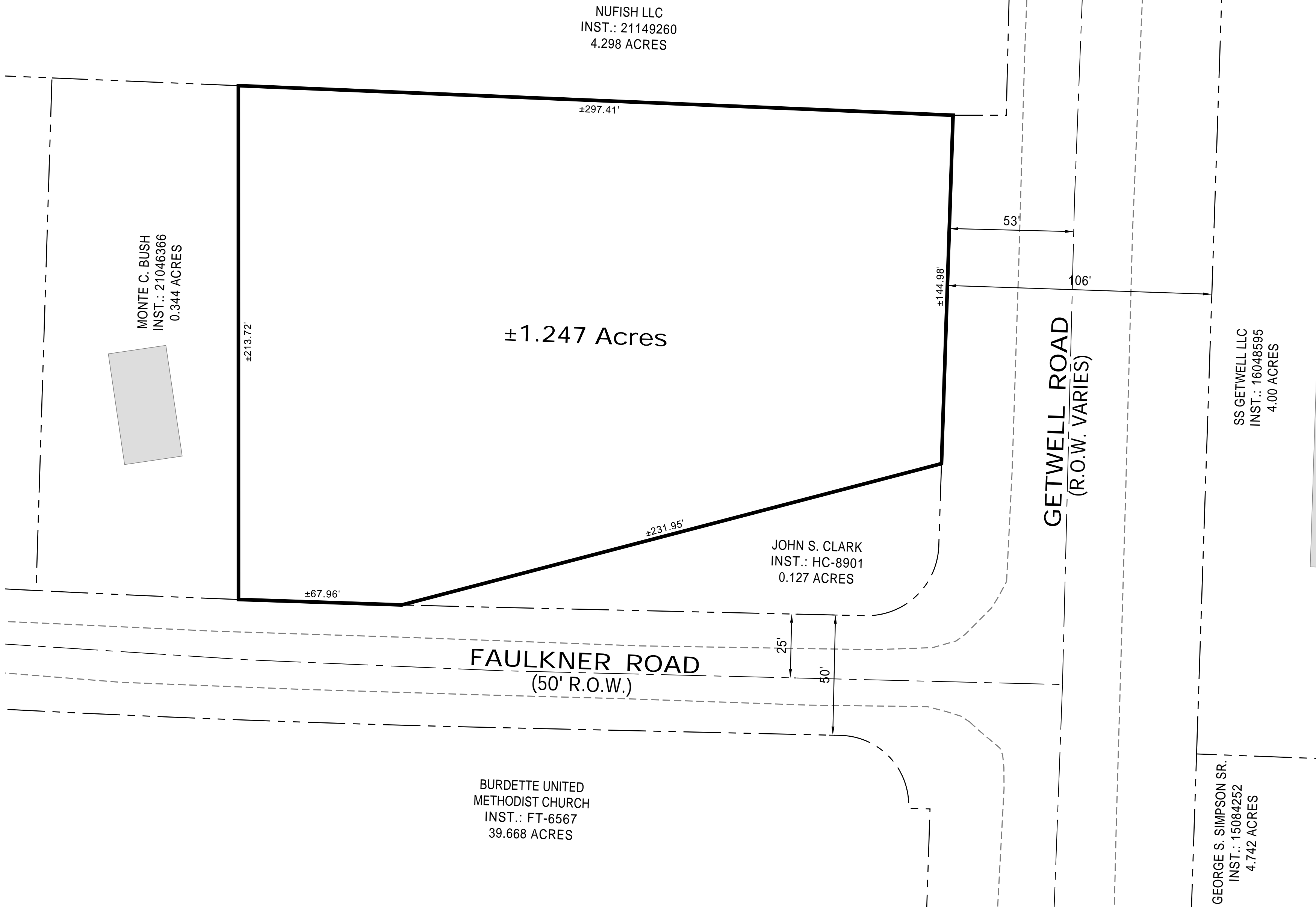
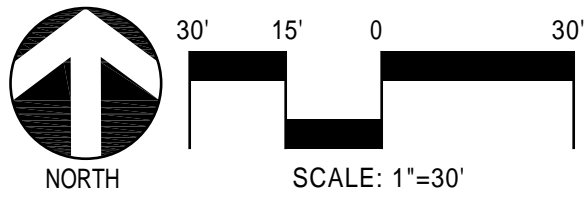
PREPARED BY:

**SOLOMITO**

LAND PLANNING  
1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
DATE: 12-2-2022 JOB: 22108 SHEET 1 OF 3

**NOTES:**

- EXISTING ZONING: CA
- FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
- PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.



**NOTES:**

1. EXISTING ZONING: CA
2. FLOODWAY OR FLOODPLAIN  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 47157CO 440 F AND MAP NO. 47157CO 445 F, EFFECTIVE DATE: SEPTEMBER 28, 2007. ELEVATION-333
3. PREPARED FROM INSTRUMENT NUMBER HX-9879 AND DATED NOVEMBER 19, 1998.

CASE:  
**PLOT PLAN**  
**4747 GETWELL**  
**ROAD**  
**MEMPHIS, TENNESSEE**

TOTAL AREA: ±1.247 Acres  
 WARD 073, BLOCK 111, PARCEL 00005  
 No. OF LOTS: 1  
 100 YEAR FLOOD ELEV.:232

OWNERS/DEVELOPER:  
 WILLIE SMITH SR.  
 1852 Brierbrook Road  
 Germantown, TN 38138


PREPARED BY:

**SOLOMITO**

LAND PLANNING  
 1779 KIRBY PKWY., #1-323 MEMPHIS TN 38138 (901) 755-7495  
 DATE: 12-2-2022 JOB: 22108 SHEET 1 OF 1



- Legend**
- polygonLayer**
  - Override 1
  - Override 2
  - polygonLayer**
  - Override 1
  - Roads
  - Board Of Adjustment Cases - Label
  - Board Of Adjustment Cases
  - Planned Developments - Label
  - Planned Developments
  - Special Use Permits - Label
  - Special Use Permits
  - SUP Use Variances - Label
  - SUP Use Variances
  - Street and Alley Closure - Label
  - Street and Alley Closure
  - Zoning Cases - Label
  - Zoning Cases
  - Shelby County Zoning
  - Arlington Zoning
  - Bartlett Zoning
  - Collierville Zoning
  - Germantown Zoning
  - Lakeland Zoning
  - Millington Zoning
  - Parcels


 Map prepared through Shelby County Government's online mapping Portal on 12/6/2022

0      0.05      0.1      0.15      0.2  
 mi

N

073111 00051 - MEMPHIS FOODS LLC  
073111 00050 - NUFISH LLC  
073111 00045 - MOHAMED AMIN & AIDA SAMUEL  
073112 00003 - BROTHERS REAL ESTATE INC  
073112 00022 - SS GETWELL LLC  
073111 00044 - CLARK JOHN S  
073111 00030 - HAMILTON JACOB  
073111 00031 - PAYNE HERMAN III AND KORY K PAYNE  
073111 00005 - SMITH WILLIE SR  
073102 00120 - ALHALAWANI RADEH  
073102 00114 - EAST SHELBY DRIVE 3796 CENTER LLC  
073101 00102C - SOMIT LLC  
073111 00036 - CENTER CHAPEL BAPTIST CHURCH (TR)  
073111 00042 - FRAYSER QUALITY LLC  
073112 00004C - MCDONALDS CORPORATION  
073112 00012 - CITY OF MEMPHIS  
073111 00010 - PHILLIPS MARY W  
073111 00009 - DAVIS JOSEPHINE W AND HERBERT WATKINS  
073111 00008 - BRADLEY JESSIE & DIEDRA  
073111 00007 - MURDOCK ROSCOE & AUDREY S  
073111 00043 - BURDETTE UNITED METHODIST CHURCH (40%)  
073111 00027 - HAMILTON JACOB  
073111 00028 - PAYNE SADIE M AND LORA PAYNE  
073111 00029 - PAYNE SADIE M AND LORA PAYNE ODOM  
073112 00021 - SIMPSOM GEORGE W SR



073111 00032 - COLEMAN WILLIE L & CHARLOTTE

073112 00014 - B & B REALTY LLC

073111 00033 - CARTER JULIA

073111 00006 - BUSH MONTE C

MEMPHIS FOODS LLC  
139 SOUTHWEST DR #  
JONESBORO AR 72401

EAST SHELBY DRIVE 3796 CENTER LLC  
P O BOX 1565 #  
LAWRENCEVILLE GA 30046

BURDETTE UNITED METHODIST CHURCH (40%)  
4953 MALONE RD #  
MEMPHIS TN 38118

NUFISH LLC  
5858 RIDGEWAY CENTER PKWY  
MEMPHIS TN 38120

SOMIT LLC  
8196 WINDERSVILLE DR #  
BARTLETT TN 38133

HAMILTON JACOB  
3733 FAULKNER RD #  
MEMPHIS TN 38109

MOHAMED AMIN & AIDA SAMUEL  
3799 E SHELBY DR #  
MEMPHIS TN 38118

CENTER CHAPEL BAPTIST CHURCH (TR)  
PO BOX 18483 #  
MEMPHIS TN 38181

PAYNE SADIE M AND LORA PAYNE  
3725 FAULKNER RD #  
MEMPHIS TN 38118

BROTHERS REAL ESTATE INC  
3825 E SHELBY DR #  
MEMPHIS TN 38118

FRAYSER QUALITY LLC  
968 JAMES ST #  
SYRACUSE NY 13203

PAYNE SADIE M AND LORA PAYNE ODOM  
3725 FAULKNER RD #  
MEMPHIS TN 38118

SS GETWELL LLC  
PO BOX 800729 #  
DALLAS TX 75380

MCDONALDS CORPORATION  
5645 MURRAY RD #  
MEMPHIS TN 38119

SIMPSON GEORGE W SR  
4784 GETWELL RD #  
MEMPHIS TN 38118

CLARK JOHN S  
1852 BRIERBROOK RD #  
GERMANTOWN TN 38138

CITY OF MEMPHIS  
125 N MAIN ST #  
MEMPHIS TN 38103

COLEMAN WILLIE L & CHARLOTTE  
5990 OLD HIGHWAY 64 #  
WHITEVILLE TN 38075

HAMILTON JACOB  
703 BRAKEBILL AVE #  
MEMPHIS TN 38116

PHILLIPS MARY W  
3704 FAULKNER RD #  
MEMPHIS TN 38118

B & B REALTY LLC  
4830 GETWELL RD #  
MEMPHIS TN 38118

PAYNE HERMAN III AND KORY K PAYNE  
3725 FAULKNER RD #  
MEMPHIS TN 38118

DAVIS JOSEPHINE W AND HERBERT WATKINS  
1328 ROBIN HILL DR #  
NORCROSS GA 30093

CARTER JULIA  
4827 GETWELL RD #  
MEMPHIS TN 38118

SMITH WILLIE SR  
1852 BRIERBROOK RD #  
GERMANTOWN TN 38138

BRADLEY JESSIE & DIEDRA  
3726 FAULKNER RD #  
MEMPHIS TN 38118

BUSH MONTE C  
3836 CARAVEL DR  
MEMPHIS TN 38118

ALHALAWANI RADEH  
3770 SHELBY DR #  
MEMPHIS TN 38118

MURDOCK ROSCOE & AUDREY S  
5041 WHITWORTH #  
MEMPHIS TN 38116

For Current Resident  
3745 SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3796 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
GETWELL RD #  
Memphis, TN 38118

For Current Resident  
GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3810 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3711 FAULKNER #  
Memphis, TN 38118

For Current Resident  
3799 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3715 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3719 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3825 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3795 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3725 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
4740 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3845 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
4784 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
GETWELL #  
Memphis, TN 38118

For Current Resident  
3843 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
4817 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3733 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3704 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
4830 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3739 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
FAULKNER #  
Memphis, TN 38118

For Current Resident  
4827 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
4747 GETWELL RD #  
Memphis, TN 38118

For Current Resident  
3726 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3770 FAULKNER RD #  
Memphis, TN 38118

For Current Resident  
3770 E SHELBY DR #  
Memphis, TN 38118

For Current Resident  
3762 FAULKNER RD #  
Memphis, TN 38118

This Instrument prepared by: John Skinner Clark, 4747 Getwell Rd., Memphis TN 38118

THIS INDENTURE, made and entered into this 18th day of November, 1998

by and between John Skinner Clark  
of the first part, and Willie Smith, Sr.

HX 9879  
2

WITNESSETH: That for the consideration hereinafter expressed the said party \_\_\_\_\_, of the second part  
part has: \_\_\_\_\_ bargained and sold and does \_\_\_\_\_ hereby bargain, sell, convey and confirm unto the said  
party \_\_\_\_\_ of the second part the following described real estate, situated and being in Memphis  
County of Shelby State of Tennessee

A part of the Northeast corner of the Faulkner 79.87 acres, as recorded in Plat Book 17, Page 74, in the Register' Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description, and being further described as follows:

BEGINNING at a point in the West line of Getwell Road 600 feet South of the center line of Whitehaven-Capleville Road; thence Westwardly along the North line of the Faulkner tract 285 feet to the Northeast corner of the lot sold to Ira Lee Stewart, recorded in Book 3481, Page 26; thence South along the Stewart East line 200 feet to the North line of Faulkner Road to the Southeast corner of the Stewart lot; thence Eastwardly along the North line of Faulkner Road 306.37 feet to the West line of Getwell Road; thence North along the said West line of Getwell Road 67.41 feet to the point of beginning, and being a part of the same property conveyed to Sidney Baker and wife, Minnie Baker, by Deed from Fannie Lee Faulkner Maxwell, recorded in Book 3187, Page 166. Said property being commonly known and referred to as 4747 Getwell Rd. Said property being the same property conveyed to Party of the first part as Instrument G2 4801.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party \_\_\_\_\_ of the second part, y. \_\_\_\_\_ heirs and assigns in fee simple forever.

And the said party \_\_\_\_\_ of the first part does \_\_\_\_\_ hereby covenant with the said party Y \_\_\_\_\_ of the second part that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered,

and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows:

Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations.

WITNESS the signature \_\_\_\_\_ of the said party \_\_\_\_\_ of the first part the day and year first above written.

*John Skinner Clark*  
11-19-98

STATE OF TENNESSEE,  
County of Shelby.

HX 9879

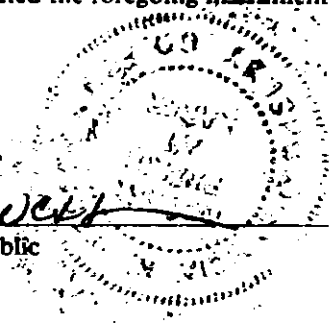
Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_

John Skinner Clark

with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the person \_\_\_\_\_ within named and that \_\_\_\_\_ he \_\_\_\_\_ executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal, this 19th day of November.

Adricia Weaver  
Notary Public



MY COMMISSION EXPIRES MAY 14, 2002

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

STATE OF TENNESSEE COUNTY OF SHELBY }

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is, \$40,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Willie Smith Sr.  
Affiant

Subscribed and sworn to before me this the 19th day of November 1998.

Adricia Weaver  
Notary Public

MY COMMISSION EXPIRES MAY 14, 2002

073-111-0005

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Mail tax notices to: Willie Smith, Sr., 1852 Brierbrook, Germantown, TN 38138

*Owner*

**MEMPHIS TITLE**  
A DIVISION OF F&M INVESTMENTS, L.L.C.  
100 NORTH MAIN BUILDING  
POST OFFICE BOX 3073  
MEMPHIS, TENNESSEE 38103  
TELEPHONE (901) 525-4343

**WARRANTY DEED**

TO \_\_\_\_\_

State Tax ..... \$ \_\_\_\_\_

Clerk's Fee ..... \$ \_\_\_\_\_

TOTAL ..... \$ \_\_\_\_\_

Paid.....  
Deputy County Court Clerk.

MTC form 0015

The following information is not a part of this Deed.  
Property Address 4747 Retwell Rd  
Memphis TN

Mail Tax Bill to \_\_\_\_\_  
MT \_\_\_\_\_

No. HX 9879

D/C \_\_\_\_\_ DR# 7

Pgs. 2 Hm. \_\_\_\_\_

Vol. 40000

STATE TAX 1480

REGISTER'S FEE 100

RECORDING FEE 800

D.P. FEE 200

WT  MISC FEE \_\_\_\_\_

TOTAL 1570

STATE OF TENNESSEE  
SHELBY COUNTY  
GUY B. WOODS  
REGISTER

HX9879

SHELBY COUNTY  
REGISTER OF DEEDS

98 NOV 19 PH 3:52

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: August 8, 2023**

**DATE**

**PUBLIC SESSION: August 8, 2023**

**DATE**

**ITEM (CHECK ONE)**

       ORDINANCE      X   RESOLUTION      X   REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution approving the appeal of Ann Burgess seeking to amend the Memphis and Shelby County Land Use Control Board's conditions of approval of the site plan of a proposed apartment complex at 3581 Tournament Dr. S. and two adjacent parcels, known as case number MJR 23-12 (correspondence to PD 94-356 CC aka Tournament Trails Center Planned Development)

**CASE NUMBER:** MJR 23-13 (PD 94-356 CC CORRES.)

**DEVELOPMENT:** Tournament Trails Center Planned Development

**LOCATION:** 3581 Tournament Dr. S. and two adjacent parcels

**COUNCIL DISTRICTS:** District 2 and Super District 9

**APPELLANT:** Ann Burgess

**REQUEST:** Amend the Memphis and Shelby County Land Use Control Board's conditions of approval of the site plan of a proposed apartment complex, specifically by reducing the maximum number of dwelling units from 500 to 279 and including three new conditions

**AREA:** 17.8 acres

**RECOMMENDATION:** The Division of Planning and Development recommended: *Approval with conditions*  
The Land Use Control Board: *Approved with conditions*

**RECOMMENDED COUNCIL ACTION:** **Public Hearing Required**  
Set public hearing – July 25, 2023  
Public hearing – August 8, 2023

**PRIOR ACTION ON ITEM:**

(1) \_\_\_\_\_ APPROVAL - (1) APPROVED (2) DENIED  
May 11, 2023 DATE  
(1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION  
(2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

(2) \_\_\_\_\_ REQUIRES CITY EXPENDITURE - (1) YES (2) NO  
\$ \_\_\_\_\_ AMOUNT OF EXPENDITURE  
\$ \_\_\_\_\_ REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

\$ \_\_\_\_\_ OPERATING BUDGET  
\$ \_\_\_\_\_ CIP PROJECT # \_\_\_\_\_  
\$ \_\_\_\_\_ FEDERAL/STATE/OTHER

**ADMINISTRATIVE APPROVAL:**

<u>DATE</u>	<u>POSITION</u>
_____	PRINCIPAL PLANNER
_____	DEPUTY ADMINISTRATOR
_____	ADMINISTRATOR
_____	DIRECTOR (JOINT APPROVAL)
_____	COMPTROLLER
_____	FINANCE DIRECTOR
_____	CITY ATTORNEY
_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### **MJR 23-13 (PD 94-356 CC CORRES.)**

RESOLUTION APPROVING THE APPEAL OF ANN BURGESS SEEKING TO AMEND THE MEMPHIS AND SHELBY COUNTY LAND USE CONTROL BOARD'S CONDITIONS OF APPROVAL OF THE SITE PLAN OF A PROPOSED APARTMENT COMPLEX AT 3581 TOURNAMENT DR. S. AND TWO ADJACENT PARCELS, KNOWN AS CASE NUMBER MJR 23-12 (CORRESPONDENCE TO PD 94-356 CC AKA TOURNAMENT TRAILS CENTER PLANNED DEVELOPMENT)

- This item is a resolution to amend the Memphis and Shelby County Land Use Control Board's conditions of approval of the site plan of a proposed apartment complex, specifically by reducing the maximum number of dwelling units from 500 to 279 and including three new conditions;
- The Land Use Control Board held a public hearing on May 11, 2023, and approved said site plan subject to four site plan conditions;
- Cindy Reaves of SR Consulting, LLC, appeared at said public hearing on behalf of the applicant TTL Development, LLC; and
- An appeal of the Land Use Control Board decision was filed on May 24, 2023, by Ann Burgess, who appeared in opposition at said public hearing.

## **LAND USE CONTROL BOARD DECISION**

At its regular meeting on **Thursday, May 11, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

<b>CASE NUMBER:</b>	MJR 23-13 (PD 94-356 CC CORRES.)
<b>LOCATION:</b>	3581 Tournament Dr. S. and two adjacent parcels
<b>COUNCIL DISTRICTS:</b>	District 2 and Super District 9
<b>OWNER/APPLICANT:</b>	TTL Development, LLC
<b>REPRESENTATIVE:</b>	Cindy Reaves of SR Consulting, LLC
<b>REQUEST:</b>	Site plan approval of an apartment complex
<b>EXISTING ZONING:</b>	Conservation Agriculture within PD 94-356 CC
<b>AREA:</b>	17.8 acres

---

**The following spoke in support of the application:** Cindy Reaves, Priyank Shah, and Josh Whitehead

**The following spoke in opposition to the application:** Jesse Baker, Ann Burgess, and Lew Wardlaw

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to approve with conditions as recommended by staff.

**The motion passed by a unanimous vote of 9-0 on the regular agenda.**

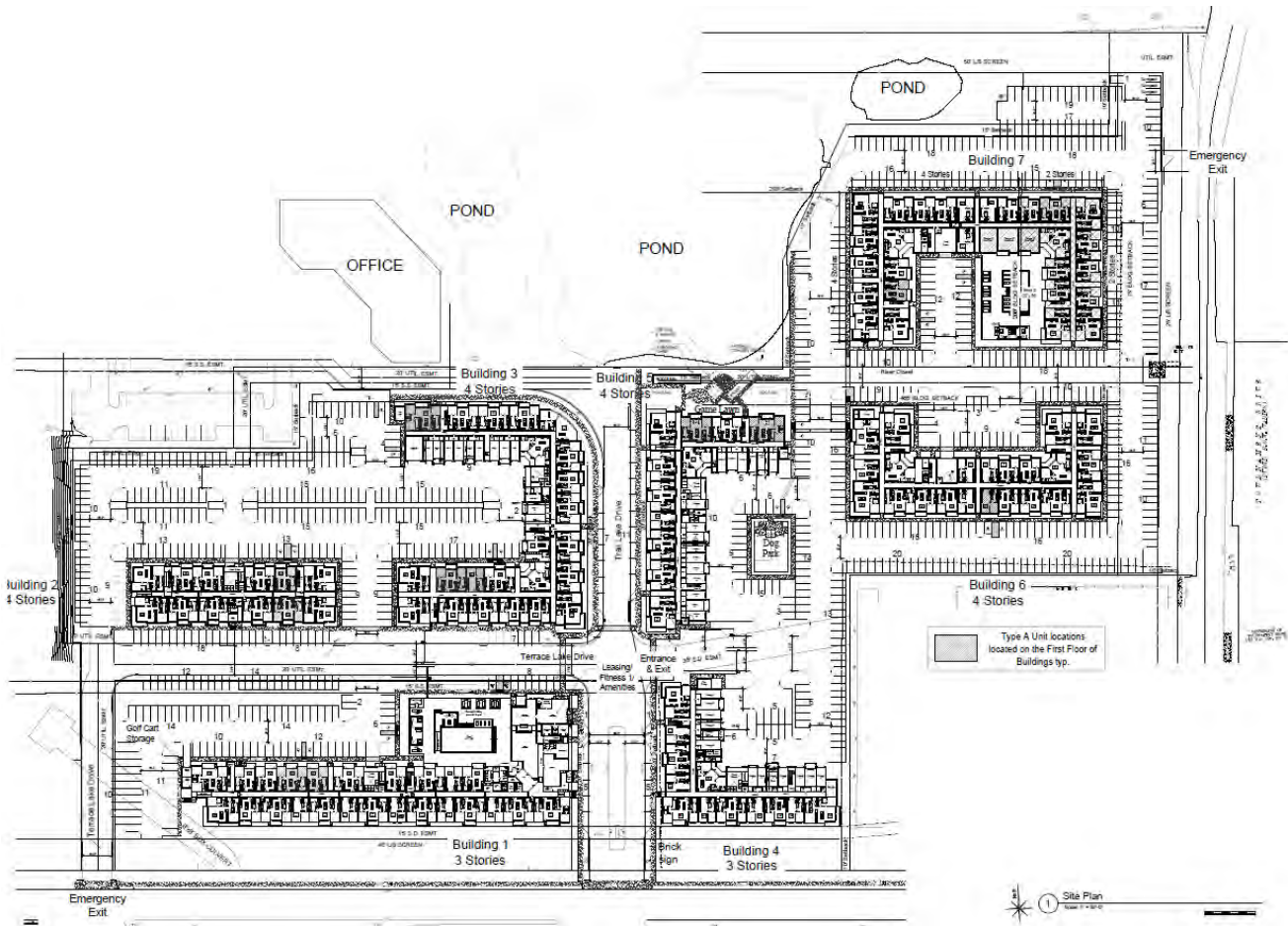
No changes to the outline plan conditions were approved, but the following site plan conditions were imposed:

1. A maximum of 500 dwelling units shall be permitted.
2. Parking shall be set back a minimum of 8' from Terrace Lake, Trail Lake, Tournament, and Winchester, and a minimum of 5' from other property lines.
3. No parking shall be allowed between any building and Tournament or Winchester. Parking may be permitted between a building and Terrace Lake or Trail Lake, provided that it is not located between the front façade and the street, and that appropriate streetscaping is provided.
4. The above provisions do not apply to parallel parking, nor do they change minimum building setbacks or parking ratios (1.5 spaces per dwelling unit).

The site plan may be found on the following page.



# SITE PLAN



**RESOLUTION APPROVING THE APPEAL OF ANN BURGESS SEEKING TO AMEND THE MEMPHIS AND SHELBY COUNTY LAND USE CONTROL BOARD'S CONDITIONS OF APPROVAL OF THE SITE PLAN OF A PROPOSED APARTMENT COMPLEX AT 3581 TOURNAMENT DR. S. AND TWO ADJACENT PARCELS, KNOWN AS CASE NUMBER MJR 23-12 (CORRESPONDENCE TO PD 94-356 CC AKA TOURNAMENT TRAILS CENTER PLANNED DEVELOPMENT)**

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**WHEREAS**, TTL Development, LLC, filed a site plan approval application with the Memphis and Shelby County Division of Planning and Development; and

**WHEREAS**, the Memphis and Shelby County Division of Planning and Development reviewed the application in accordance with the standards of the Memphis and Shelby County Unified Development Code and submitted its findings and recommendation to the Memphis and Shelby County Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on May 11, 2023, and said Board approved the request of the applicant subject to four site plan conditions; and

**WHEREAS**, Ann Burgess, filed an appeal on May 24, 2023, with the Memphis and Shelby County Division of Planning and Development requesting that the Council of the City of Memphis amend the conditions of approval of the Memphis and Shelby County Land Use Control Board; and

**WHEREAS**, the appellant's requested amendments to the conditions are, more specifically, the reduction of the maximum number of permitted dwelling units from 500 to 279, and the inclusion of the following three site plan conditions:

- Maintain 2-story buildings on the north and east sides of the property per the current plan submitted.
- Move the first responder emergency access closer to Winchester by modifying building locations and orientations.
- Place 'No Parking' signs on both sides of Tournament Dr.

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned appeal pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said appeal is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, upon evidence presented at this public hearing by the appellant, the City Council of the City of Memphis, concludes the appeal herein should be granted.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that the appeal of Ann Burgess is granted and the conditions of approval of the Memphis and Shelby County Land Use Control Board on May 11, 2023, are hereby amended.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect from and after the date it shall have been enacted according to due process of law by virtue of the passage thereof by the Council of the City of Memphis.

***ATTEST:***

**CC: Division of Planning and Development**  
– **Land Use and Development Services**  
– **Construction Enforcement**

**AGENDA ITEM:** 5

**CASE NUMBER:** MJR 23-13 (PD 94-356 CC CORRES.)      **L.U.C.B. MEETING:** May 11, 2023

**DEVELOPMENT:** Tournament Trails Center Planned Development

**LOCATION:** 3581 Tournament Dr. S. and two adjacent parcels

**OWNER/APPLICANT:** TTL Development, LLC

**REPRESENTATIVE:** Cindy Reaves of SR Consulting, LLC

**REQUEST:** Site plan approval of an apartment complex

**AREA:** 17.8 acres

**EXISTING ZONING:** Conservation Agriculture within PD 94-356 CC

## CONCLUSIONS

1. TTL Development, LLC, has requested Land Use Control Board site plan approval of a 540-dwelling-unit apartment complex on three parcels within the Tournament Center Trails Planned Development.
2. Staff finds that the proposal is compatible with nearby land uses, and that it would not result in undue injury to the surrounding area, given the recommended conditions of a maximum of 500 dwelling units and a prohibition on parking between buildings and public streets.

## CONSISTENCY WITH MEMPHIS 3.0

The Dept. of Comprehensive Planning did not comment on this request. Plan consistency is not required for site plan reviews.

## RECOMMENDATION

*Approval with conditions*

**GENERAL INFORMATION**

<b>Street Frontage:</b>	Winchester Rd.	(Principal Arterial)	595 + 257 linear feet
	Tournament Dr. S.	(local street)	678 linear feet

*Note: The three parcels also all have frontage on Trail Lake Dr. and Terrace Lake Dr., both of which are private streets.*

**Zoning Atlas Page:** 2355

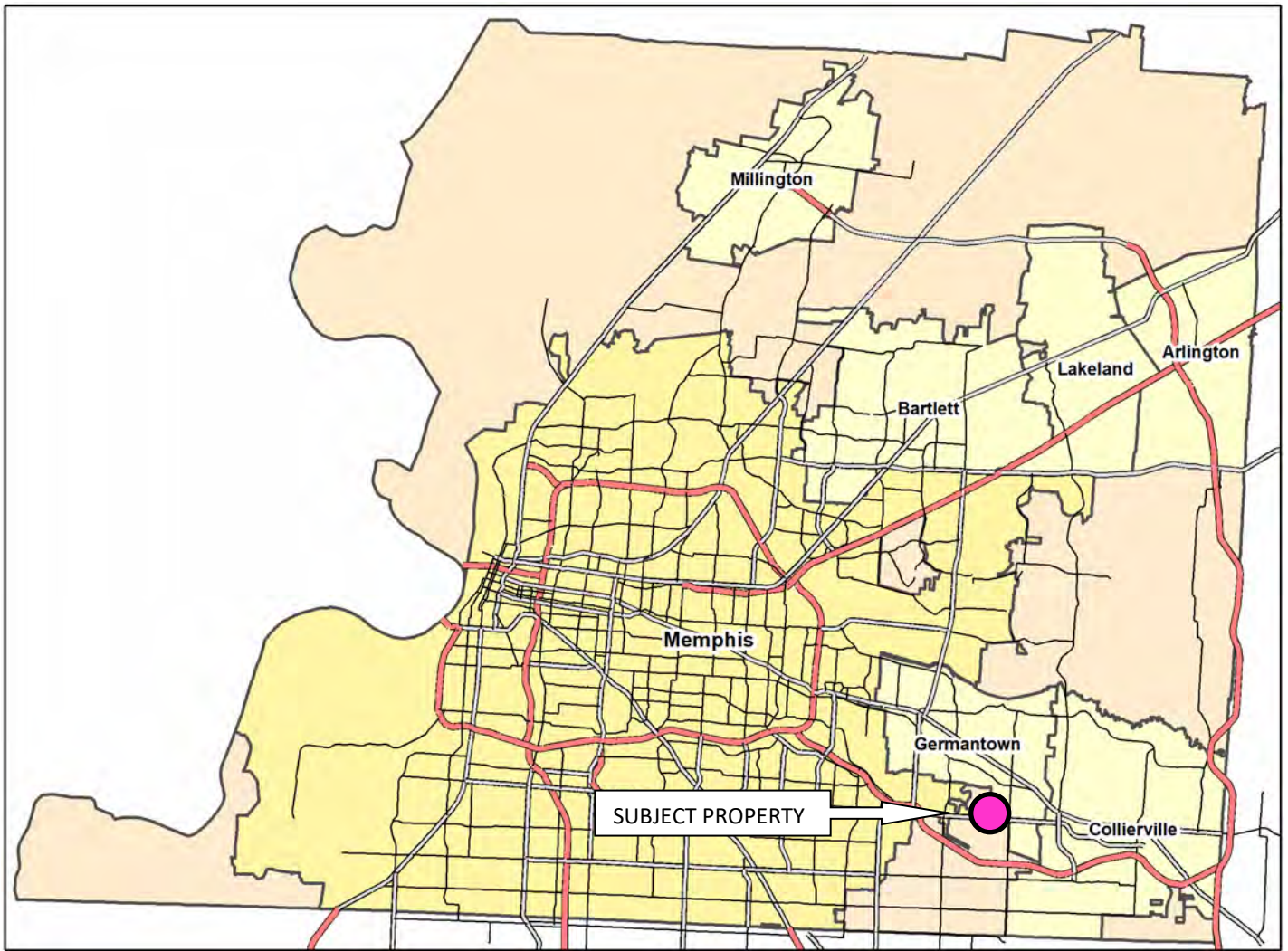
**Parcel ID:** 081093 00006, 081093 00007, and 081093 00204

**Existing Zoning:** Conservation Agriculture within PD 94-356

**PUBLIC NOTICE**

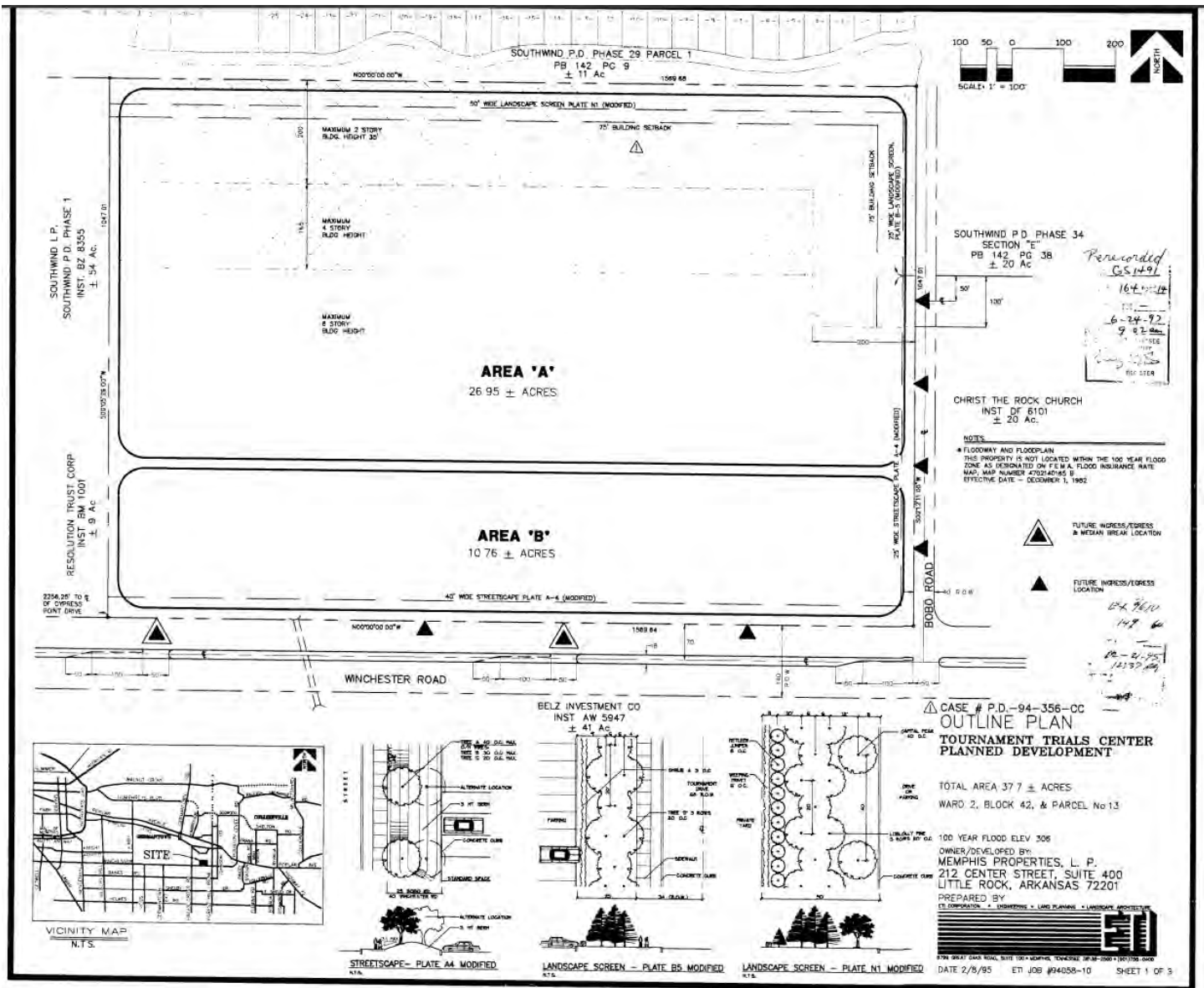
In accordance with Sub-Section 9.3.4A of the Unified Development Code, notice of public hearing is required to be mailed and posted. 11 notices were mailed on March 28, 2023, and 3 signs posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



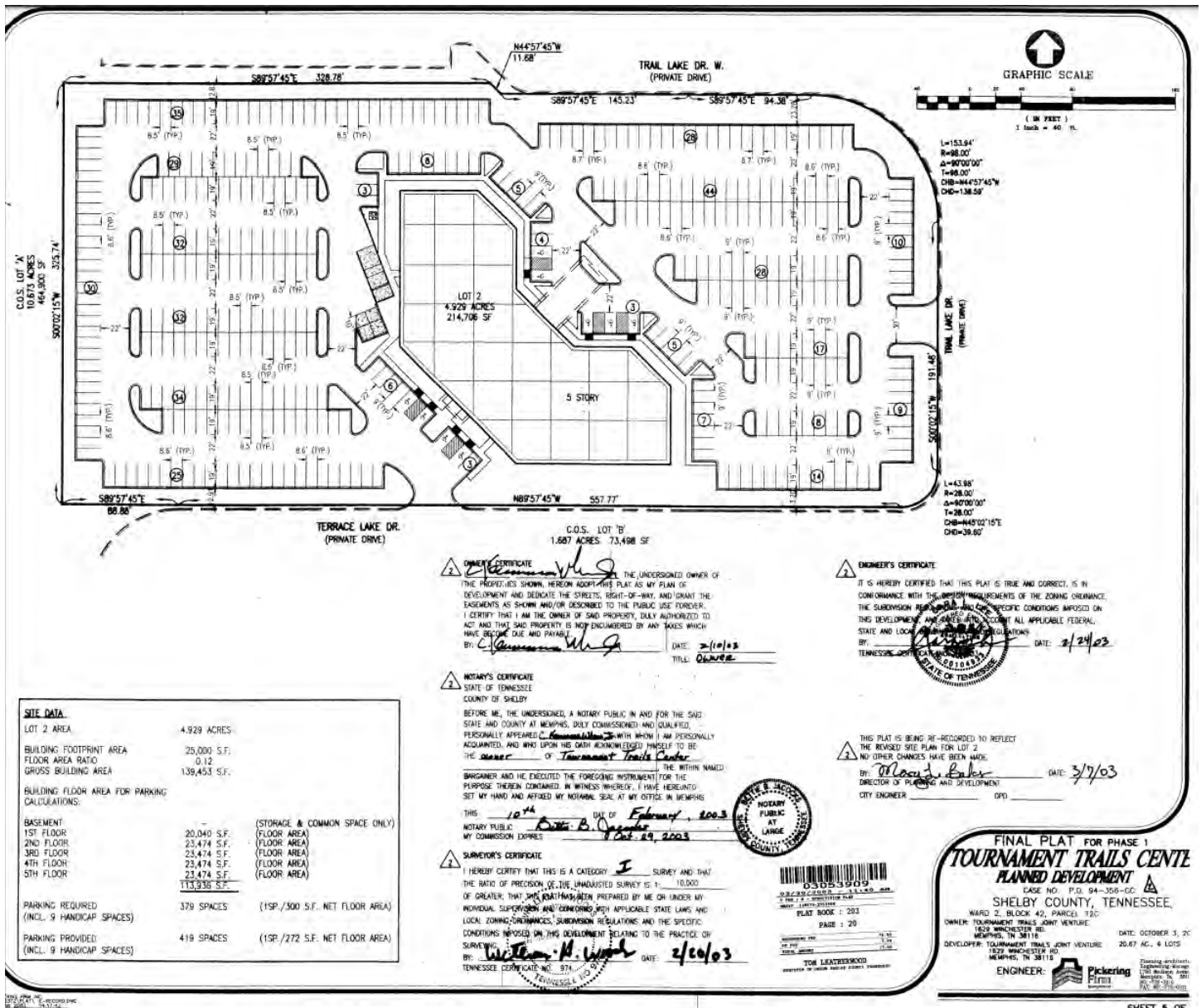
Subject property located within Memphis, adjacent to unincorporated Southwind neighborhood

**TOURNAMENT TRAILS CENTER P.D., OUTLINE PLAN (1995; RERECORDED 1997)**



The outline plan has not yet been re-recorded to reflect the City Council's approval of MJR 21-45 upon appeal, allowing an apartment complex on the subject land.

**TOURNAMENT TRAILS CENTER P.D., FINAL PLAN OF LOT 2 OF PHASE 1 (2000; RERECORDED 2003)**



Parcel 081093 00006 is governed by the final plan of Phase 1. The other two subject parcels are not within a recorded final plan.



**VICINITY MAP**



Not all properties highlighted in white received a notice of public hearing; only those properties adjacent – either abutting or across the right-of-way – to one of the three subject parcels received a notice.

**AERIAL PHOTO WITH ZONING**



**Existing Zoning:** Conservation Agriculture within PD 94-356 CC

**Surrounding Zoning**

**North:** Conservation Agriculture within PD 94-356 CC  
 Residential – 15 within PD 94-326 CC











**East:** Conservation Agriculture within PD 94-356 CC  
 Conservation Agriculture within PD 94-326 CC

**South:** Residential Urban – 2 within PD 96-322 CC

**West:** Conservation Agriculture within PD 94-356 CC

LAND USE MAP



-  COMMON AREA LAND
-  SINGLE-FAMILY
-  MULTI-FAMILY
-  INSTITUTIONAL
-  COMMERCIAL
-  OFFICE
-  INDUSTRIAL
-  PARKING
-  RECREATION/OPEN SPACE
-  VACANT

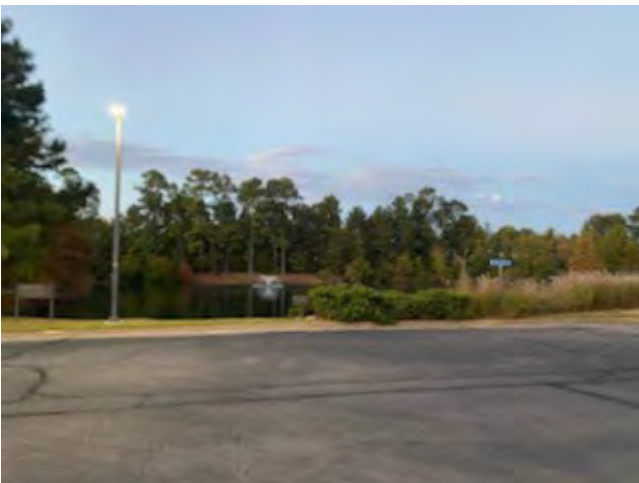
**SITE PHOTOS**



Views of subject land with the adjacent office building in the background



Views of subject land with the adjacent memory care facility in the background



Views of subject land in context of the adjacent lake



Views of Trail Lake Dr.

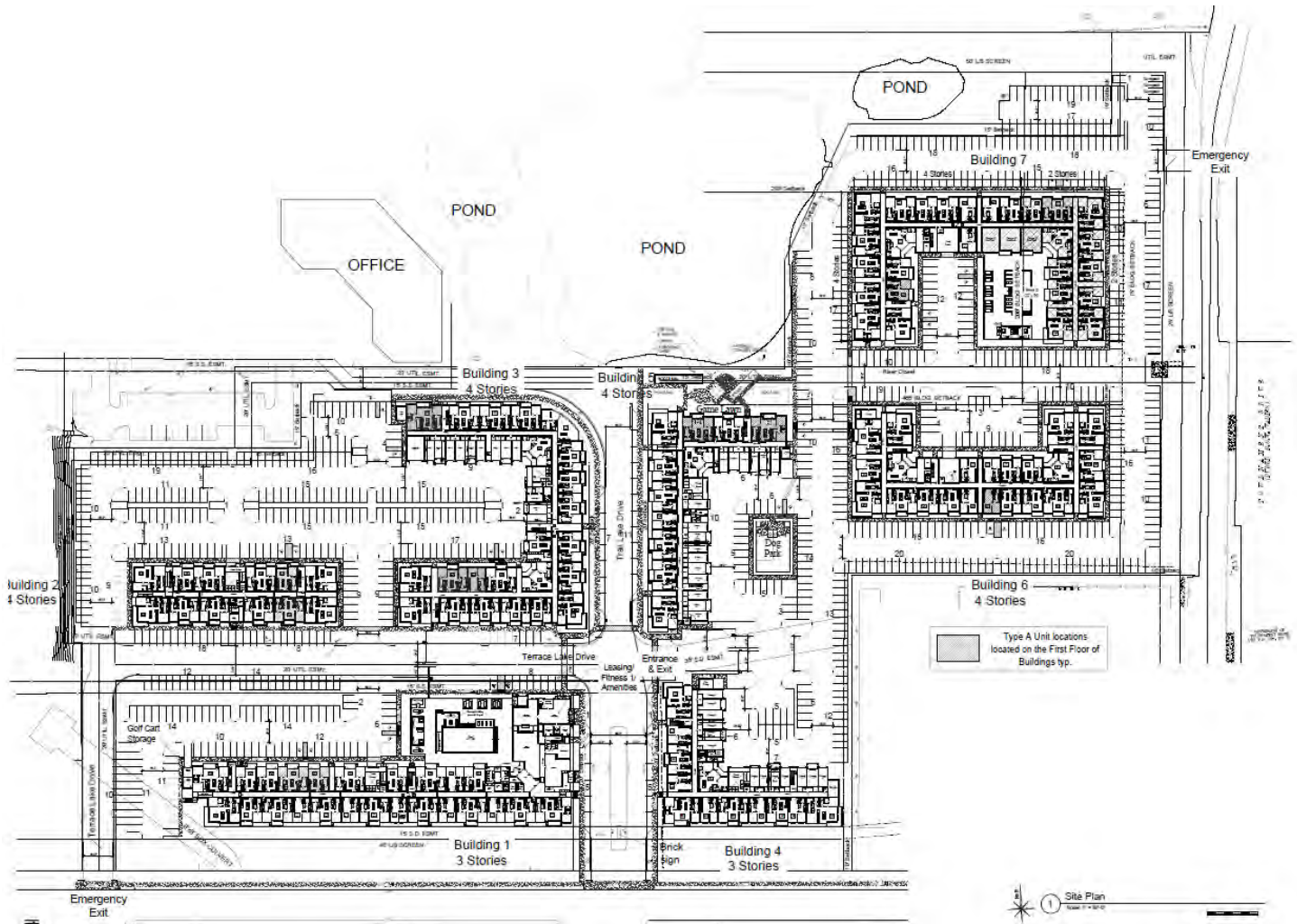


Views of the Terrace Lake Dr. Subject land is on both sides of the road, with Winchester to the far left.



Views north down Tournament Dr. S.

SITE PLAN



**SITE PLAN (COLOR)**



**FLOOR AREA RATIO ANALYSIS**

<b>Total FAR Available Per PUD</b>	<b>619,790</b>
<hr/>	
<b>Office Building</b>	<b>62,748</b>
<i>First Floor</i>	<i>19,626</i>
<i>Second Floor</i>	<i>21,189</i>
<i>Thirs Floor</i>	<i>21,933</i>
<hr/>	
<b>Alzheimer's Facility</b>	<b>15,733</b>
<hr/>	
<b>Proposed Multifamily</b>	<b>540,845</b>
<hr/>	
<b>Total FAR Used</b>	<b>619,326</b>
<i>Over / (Under) Total FAR Available</i>	<i>(464)</i>
<hr/>	
<b><u>FAR Definition</u></b>	
FLOOR AREA: The sum of the horizontal areas of the several floors of all buildings on a lot measured from the exterior face of exterior walls. The following shall be excluded from calculation of the floor area:	
<hr/>	
1. Open exterior balconies or other covered open spaces;	
<hr/>	
2. Uncovered terraces, patios, porches, atria or steps;	
<hr/>	
3. Garages, carports or other areas, enclosed or unenclosed, used for the parking or circulation of motor vehicles;	
<hr/>	
equipment which serves the building as a whole or major portion thereof, but not including utility areas within individual dwelling units;	
<hr/>	
5. Areas of common special purpose used by a substantial portion of the occupants of the premises, including, but not limited to the following: laundries, recreation areas, sitting areas, libraries, storage areas, common halls, lobbies, stairways and elevator shafts, attics and areas devoted exclusively to management and/or maintenance of the premises, but not including incidental commercial activities.	
<hr/>	



**SITE TOTALS**

Area Calculations: <b>APARTMENT TOTALS</b>		Individual Unit SF (auto-populated)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
1-A; Type A	3	750	802	88	890	2,250	2,406	264	2,670
1-D; Type A	2	660	709	0	709	1,320	1,418	0	1,418
2-A; Type A	5	1,107	1,172	88	1,260	5,535	5,860	440	6,300
3-A; Type A	2	1,313	1,386	100	1,486	2,626	2,772	200	2,972
1-A; Type B	104	750	802	88	890	78,000	83,408	9,152	92,560
1-A1; Type B	2	825	883	88	971	1,650	1,766	176	1,942
1-B; Type B	14	734	792	0	792	10,276	11,088	0	11,088
1-D; Type B	64	660	709	0	709	42,240	45,376	0	45,376
2-A; Type B	129	1,107	1,172	88	1,260	142,803	151,188	11,352	162,540
2-A1; Type B	37	1,080	1,145	88	1,233	39,960	42,365	3,256	45,621
2-A2; Type B	1	1,217	1,282	95	1,377	1,217	1,282	95	1,377
2-A3; Type B	9	1,195	1,267	88	1,355	10,755	11,403	792	12,195
2-A4; Type B	9	1,168	1,240	88	1,328	10,512	11,160	792	11,952
2-A5; Type B	3	1,224	1,298	88	1,386	3,672	3,894	264	4,158
2A-6; Type B	1	1,326	1,255	95	1,350	1,326	1,255	95	1,350
2-B; Type B	79	1,212	1,279	231	1,510	95,748	101,041	18,249	119,290
2-C; Type B	31	1,095	1,161	159	1,320	33,945	35,991	4,929	40,920
2-D; Type B	1	1,420	1,496	80	1,576	1,420	1,496	80	1,576
2-E; Type B	5	1,107	1,173	0	1,173	5,535	5,865	0	5,865
2-F; Type B	4	1,153	1,224	0	1,224	4,612	4,896	0	4,896
2-G; Type B	11	1,256	1,345	0	1,345	13,816	14,795	0	14,795
3-A; Type B	23	1,313	1,386	100	1,486	30,199	31,878	2,300	34,178
3-B; Type B	1	1,428	1,500	129	1,629	1,428	1,500	129	1,629
<b>APARTMENT TOTALS</b>	<b>540</b>					<b>540,845</b>	<b>574,103</b>	<b>52,565</b>	<b>626,668</b>

Area Calculations: <b>Building 1</b>		Individual Unit SF (auto-populated)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
1-A; Type A	1	750	802	88	890	750	802	88	890
2-A; Type A	1	1,107	1,172	88	1,260	1,107	1,172	88	1,260
1-A; Type B	13	750	802	88	890	9,750	10,426	1,144	11,570
1-A1; Type B	2	825	883	88	971	1,650	1,766	176	1,942
1-B; Type B	2	734	792	0	792	1,468	1,584	0	1,584
1-D; Type B	14	660	709	0	709	9,240	9,926	0	9,926
2-A; Type B	24	1,107	1,172	88	1,260	26,568	28,128	2,112	30,240
2-A1; Type B	6	1,080	1,145	88	1,233	6,480	6,870	528	7,398
2-A2; Type B	1	1,217	1,282	95	1,377	1,217	1,282	95	1,377
2A-6; Type B	1	1,326	1,255	95	1,350	1,326	1,255	95	1,350
2-B; Type B	3	1,212	1,279	231	1,510	3,636	3,837	693	4,530
2-C; Type B	2	1,095	1,161	159	1,320	2,190	2,322	318	2,640
2-D; Type B	1	1,420	1,496	80	1,576	1,420	1,496	80	1,576
2-G; Type B	6	1,256	1,345	0	1,345	7,536	8,070	0	8,070
3-A; Type B	6	1,313	1,386	100	1,486	7,878	8,316	600	8,916
3-B; Type B	1	1,428	1,500	129	1,629	1,428	1,500	129	1,629
<b>APARTMENT TOTALS</b>	<b>84</b>					<b>83,644</b>	<b>88,752</b>	<b>6,146</b>	<b>94,898</b>
						<b>NON-RESIDENTIAL AREAS</b>			
						<b>Conditioned Areas</b>			
						Conditioned Corridor			11,855
						Enclosed Stair			2,731
						Elevator			90
						Leasing Office			1,980
						Club Room			1,149
						Fitness/ Yoga			1,991
						Internet Lounge			490
						Golf Simulator			1,015
						Mail Room/ Package Storage			465
						Restrooms			598
						<b>Non-Conditioned Areas</b>			
						Bldg 1 Golf Cart			163
						Rentable Storage			526
						Trash			838
						Utilities			809
						Pool Pump & Storage			152
						Fire Pump Room			124
						Pergola			101
						Air Space Between Units			308
						<b>Total Residential SF</b>			<b>120,283</b>

Area Calculations: <b>Building 2</b>		Individual Unit SF (auto-populated)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
1-A; Type A	1	750	802	88	890	750	802	88	890
2-A; Type A	1	1,107	1,172	88	1,260	1,107	1,172	88	1,260
1-A; Type B	7	750	802	88	890	5,250	5,614	616	6,230
1-B; Type B	3	734	792	0	792	2,202	2,376	0	2,376
2-A; Type B	19	1,107	1,172	88	1,260	21,033	22,268	1,672	23,940
2-A1; Type B	4	1,080	1,145	88	1,233	4,320	4,580	352	4,932
2-B; Type B	16	1,212	1,279	231	1,510	19,392	20,464	3,696	24,160
<b>APARTMENT TOTALS</b>	<b>51</b>					<b>54,054</b>	<b>57,276</b>	<b>6,512</b>	<b>63,788</b>
						<b>NON-RESIDENTIAL AREAS</b>			
						<b>Conditioned Areas</b>			
						Conditioned Corridor			6,338
						Enclosed Stair			2,348
						Elevator			90
						Zoom Rooms			322
						Mail Room			114
						<b>Non-Conditioned Areas</b>			
						Rentable Storage			131
						Trash			838
						Utilities			558
						Air Space Between Units			124
						<b>Total Residential SF</b>			<b>74,651</b>

Area Calculations: <b>Building 3</b>		Individual Unit SF (auto-populated)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
1-D; Type A	1	660	709	0	709	660	709	0	709
2-A; Type A	1	1,107	1,172	88	1,260	1,107	1,172	88	1,260
3-A; Type A	1	1,313	1,386	100	1,486	1,313	1,386	100	1,486
1-A; Type B	12	750	802	88	890	9,000	9,624	1,056	10,680
1-B; Type B	3	734	792	0	792	2,202	2,376	0	2,376
1-D; Type B	6	660	709	0	709	3,960	4,254	0	4,254
2-A; Type B	42	1,107	1,172	88	1,260	46,494	49,224	3,696	52,920
2-A1; Type B	5	1,080	1,145	88	1,233	5,400	5,725	440	6,165
2-A3; Type B	3	1,195	1,267	88	1,355	3,585	3,801	264	4,065
2-A4; Type B	6	1,168	1,240	88	1,328	7,008	7,440	528	7,968
2-A5; Type B	3	1,224	1,298	88	1,386	3,672	3,894	264	4,158
2-B; Type B	12	1,212	1,279	231	1,510	14,544	15,348	2,772	18,120
2-C; Type B	8	1,095	1,161	159	1,320	8,760	9,288	1,272	10,560
2-F; Type B	4	1,153	1,224	0	1,224	4,612	4,896	0	4,896
3-A; Type B	3	1,313	1,386	100	1,486	3,939	4,158	300	4,458
<b>APARTMENT TOTALS</b>	<b>110</b>					<b>116,256</b>	<b>123,295</b>	<b>10,780</b>	<b>134,075</b>
						<b>NON-RESIDENTIAL AREAS</b>			
						<b>Conditioned Areas</b>			
						Conditioned Corridor			17,772
						Enclosed Stair			3,479
						Elevator			96
						Mail Room/ Package Storage			470
						Zoom Rooms			187
						<b>Non-Conditioned Areas</b>			
						Garage			4,542
						Rentable Storage			2,920
						Trash			838
						Utilities			783
						Fire Pump Room			157
						Pergola			100
						Air Space Between Units			359
						<b>Total Residential SF</b>			<b>165,778</b>

Area Calculations: <b>Building 4</b>		Individual Unit SF (auto-populated)				Total Unit SF (calculated)				
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential	
1-A; Type B	3	750	802	88	890	2,250	2,406	264	2,670	
1-D; Type B	10	660	709	0	709	6,600	7,090	0	7,090	
2-A; Type B	11	1,107	1,172	88	1,260	12,177	12,892	968	13,860	
2-A1; Type B	3	1,080	1,145	88	1,233	3,240	3,435	264	3,699	
2-B; Type B	6	1,212	1,279	231	1,510	7,272	7,674	1,386	9,060	
2-C; Type B	3	1,095	1,161	159	1,320	3,285	3,483	477	3,960	
2-E; Type B	2	1,107	1,173	0	1,173	2,214	2,346	0	2,346	
2-G; Type B	5	1,256	1,345	0	1,345	6,280	6,725	0	6,725	
3-A; Type B	3	1,313	1,386	100	1,486	3,939	4,158	300	4,458	
<b>APARTMENT TOTALS</b>	<b>46</b>					<b>47,257</b>	<b>50,209</b>	<b>3,659</b>	<b>53,868</b>	
						<b>NON-RESIDENTIAL AREAS</b>				
						<b>Conditioned Areas</b>				
									Conditioned Corridor	6,756
									Enclosed Stair	1,799
									Elevator	90
									Mail Room	106
									Zoom Room	74
						<b>Non-Conditioned Areas</b>				
									Garage	4,486
									Rentable Storage	553
									Trash	862
									Utilities	363
									Fire Pump Room	177
									Pergola	213
									Air Space Between Units	125
									<b>Total Residential SF</b>	<b>69,472</b>

Area Calculations: <b>Building 5</b>		Individual Unit SF (auto-populated except Patio/Balcony)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
2-A; Type A	1	1,107	1,172	88	1,260	1,107	1,172	88	1,260
3-A; Type A	1	1,313	1,386	100	1,486	1,313	1,386	100	1,486
1-D; Type B	4	660	709	0	709	2,640	2,836	0	2,836
2-A; Type B	24	1,107	1,172	88	1,260	26,568	28,128	2,112	30,240
2-A1; Type B	5	1,080	1,145	88	1,233	5,400	5,725	440	6,165
2-A3; Type B	6	1,195	1,267	88	1,355	7,170	7,602	528	8,130
2-A4; Type B	3	1,168	1,240	88	1,328	3,504	3,720	264	3,984
2-B; Type B	8	1,212	1,279	231	1,510	9,696	10,232	1,848	12,080
2-C; Type B	4	1,095	1,161	159	1,320	4,380	4,644	636	5,280
2-E; Type B	3	1,107	1,173	0	1,173	3,321	3,519	0	3,519
3-A; Type B	3	1,313	1,386	100	1,486	3,939	4,158	300	4,458
<b>APARTMENT TOTALS</b>	<b>62</b>					<b>69,038</b>	<b>73,122</b>	<b>6,316</b>	<b>79,438</b>
						<b>NON-RESIDENTIAL AREAS</b>			
						<b>Conditioned Areas</b>			
						Conditioned Corridor			11,575
						Enclosed Stair			1,631
						Elevator			91
						Mail Room/ Package Storage			213
						Zoom Rooms			225
						Pet Spa			107
						<b>Non-Conditioned Areas</b>			
						Garage			5,561
						Rentable Storage			1,964
						Trash			862
						Utilities			439
						Air Space Between Units			173
						<b>Total Residential SF</b>			<b>102,279</b>

Area Calculations: <b>Building 6</b>		Individual Unit SF (auto-populated except Patio/Balcony)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
1-D; Type A	1	660	709	0	709	660	709	0	709
1-A; Type B	28	750	802	88	890	21,000	22,456	2,464	24,920
1-B; Type B	3	734	792	0	792	2,202	2,376	0	2,376
1-D; Type B	15	660	709	0	709	9,900	10,635	0	10,635
2-A; Type B	4	1,107	1,172	88	1,260	4,428	4,688	352	5,040
2-A1; Type B	8	1,080	1,145	88	1,233	8,640	9,160	704	9,864
2-B; Type B	20	1,212	1,279	231	1,510	24,240	25,580	4,620	30,200
2-C; Type B	8	1,095	1,161	159	1,320	8,760	9,288	1,272	10,560
3-A; Type B	4	1,313	1,386	100	1,486	5,252	5,544	400	5,944
<b>APARTMENT TOTALS</b>	<b>91</b>					<b>85,082</b>	<b>90,436</b>	<b>9,812</b>	<b>100,248</b>

Area Calculations: <b>Building 7</b>		Individual Unit SF (auto-populated except Patio/Balcony)				Total Unit SF (calculated)			
Unit Designation	# of Units	NET	GROSS	Patio/ Balcony	Total Residential	NET	GROSS	Patio/ Balcony	Total Residential
1-A; Type A	1	750	802	88	890	750	802	88	890
2-A; Type A	1	1,107	1,172	88	1,260	1,107	1,172	88	1,260
1-A; Type B	41	750	802	88	890	30,750	32,882	3,608	36,490
1-B; Type B	3	734	792	0	792	2,202	2,376	0	2,376
1-D; Type B	15	660	709	0	709	9,900	10,635	0	10,635
2-A; Type B	5	1,107	1,172	88	1,260	5,535	5,860	440	6,300
2-A1; Type B	6	1,080	1,145	88	1,233	6,480	6,870	528	7,398
2-B; Type B	14	1,212	1,279	231	1,510	16,968	17,906	3,234	21,140
2-C; Type B	6	1,095	1,161	159	1,320	6,570	6,966	954	7,920
3-A; Type B	4	1,313	1,386	100	1,486	5,252	5,544	400	5,944
<b>APARTMENT TOTALS</b>	<b>96</b>					<b>85,514</b>	<b>91,013</b>	<b>9,340</b>	<b>100,353</b>

## MASTER REFERENCE LIST

Unit Designation	Unit Type		Unit Net SF	Unit Gross SF	Unit Patio/Balcony	Unit Total SF
1-A	Type A	1-A; Type A	750	802	88	890
1-D	Type A	1-D; Type A	660	709	0	709
2-A	Type A	2-A; Type A	1,107	1,172	88	1,260
3-A	Type A	3-A; Type A	1,313	1,386	100	1,486
1-A	Type B	1-A; Type B	750	802	88	890
1-A1	Type B	1-A1; Type B	825	883	88	971
1-B	Type B	1-B; Type B	734	792	0	792
2-F	Type B	2-F; Type B	1,153	1,224	0	1,224
1-D	Type B	1-D; Type B	660	709	0	709
2-A	Type B	2-A; Type B	1,107	1,172	88	1,260
2-A1	Type B	2-A1; Type B	1,080	1,145	88	1,233
2-A2	Type B	2-A2; Type B	1,217	1,282	95	1,377
2-A3	Type B	2-A3; Type B	1,195	1,267	88	1,355
2-A4	Type B	2-A4; Type B	1,168	1,240	88	1,328
2-A5	Type B	2-A5; Type B	1,224	1,298	88	1,386
2A-6	Type B	2A-6; Type B	1,326	1,255	95	1,350
2-B	Type B	2-B; Type B	1,212	1,279	231	1,510
2-C	Type B	2-C; Type B	1,095	1,161	159	1,320
2-D	Type B	2-D; Type B	1,420	1,496	80	1,576
2-E	Type B	2-E; Type B	1,107	1,173	0	1,173
2-G	Type B	2-G; Type B	1,256	1,345	0	1,345
3-A	Type B	3-A; Type B	1,313	1,386	100	1,486
3-B	Type B	3-B; Type B	1,428	1,500	129	1,629



**SITE DATA**

Unit Count Data: Building 1, (3 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	32	38%
2 Bedrooms	45	54%
3 Bedrooms	7	8%
Total Units	84	100%
Parking Count: Building 1, (3 Stories)		
Required Parking		
1 Bedroom - 32 x 1.5 =	48	
2 Bedrooms - 45 x 1.5 =	67.5	
3 Bedrooms - 7 x 1.5 =	10.5	
Leasing Office - Office 1.0 per 300 SF FA		
6,964 / 300 =	23.2	
Guest Parking 0.15 x 84	12.6	
Total Required Parking for Building 1	161.8	

Unit Count Data: Building 2, (4 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	11	22%
2 Bedrooms	40	78%
Total Units	51	100%
Parking Count: Building 2, (4 Stories)		
Required Parking		
1 Bedroom - 11 x 1.5 =	16.5	
2 Bedrooms - 40 x 1.5 =	60	
Guest Parking 0.15 x 51	7.65	
Total Required Parking for Building 2	84.15	

Unit Count Data: Building 3, (4 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	22	20%
2 Bedrooms	84	76%
3 Bedrooms	4	4%
Total Units	110	100%
Garages	11	
Parking Count: Building 3, (4 Stories)		
Required Parking		
1 Bedroom - 22 x 1.5 =	33	
2 Bedrooms - 84 x 1.5 =	126	
3 Bedrooms - 4 x 1.5 =	6	
Guest Parking 0.15 x 110	16.5	
Total Required Parking for Building 3	181.5	

Unit Count Data: Building 4, (3 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	13	28%
2 Bedrooms	30	65%
3 Bedrooms	3	7%
Total Units	46	100%
Garages	13	
Parking Count: Building 4, (3 Stories)		
Required Parking		
1 Bedroom - 13 x 1.5 =	19.5	
2 Bedrooms - 30 x 1.5 =	45	
3 Bedrooms - 3 x 1.5 =	4.5	
Guest Parking 0.15 x 46	6.9	
Total Required Parking for Building 4	75.9	

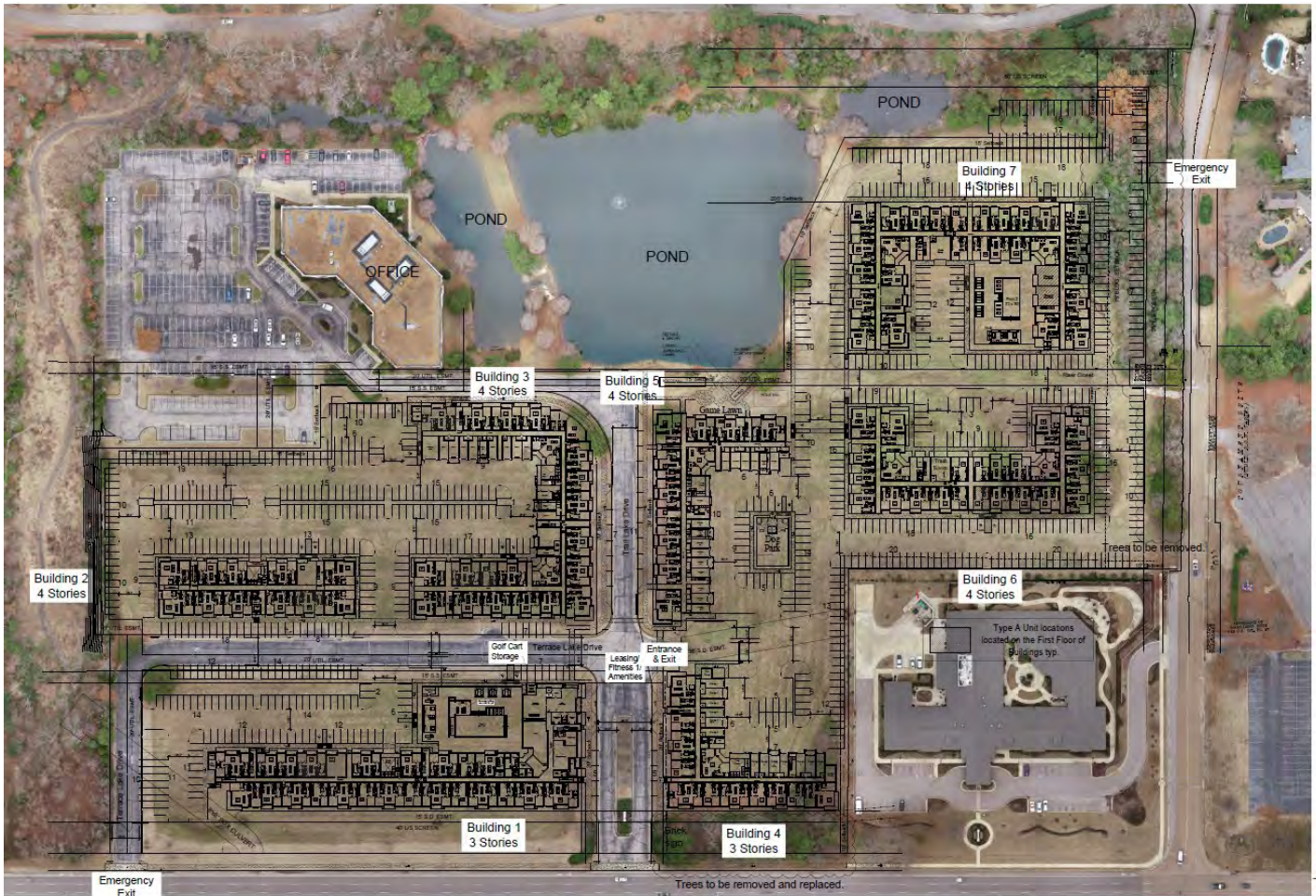
Unit Count Data: Building 5, (4 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedrooms	4	6.5%
2 Bedrooms	54	87%
3 Bedrooms	4	6.5%
Total Units	62	100%
Garages	16	
Parking Count: Building 5, (4 Stories)		
Required Parking		
1 Bedrooms - 4 x 1.5 =	6	
2 Bedrooms - 54 x 1.5 =	81	
3 Bedrooms - 4 x 1.5 =	6	
Guest Parking 0.15 x 62	9.3	
Total Required Parking for Building 5	102.3	

Unit Count Data: Building 6, (4 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	47	52%
2 Bedrooms	40	44%
3 Bedrooms	4	4%
Total Units	91	100%
Parking Count: Building 6, (4 Stories)		
Required Parking		
1 Bedroom - 47 x 1.5 =	70.5	
2 Bedrooms - 40 x 1.5 =	60	
3 Bedrooms - 4 x 1.5 =	6	
Guest Parking 0.15 x 91	13.65	
Total Required Parking for Building 6	150.15	

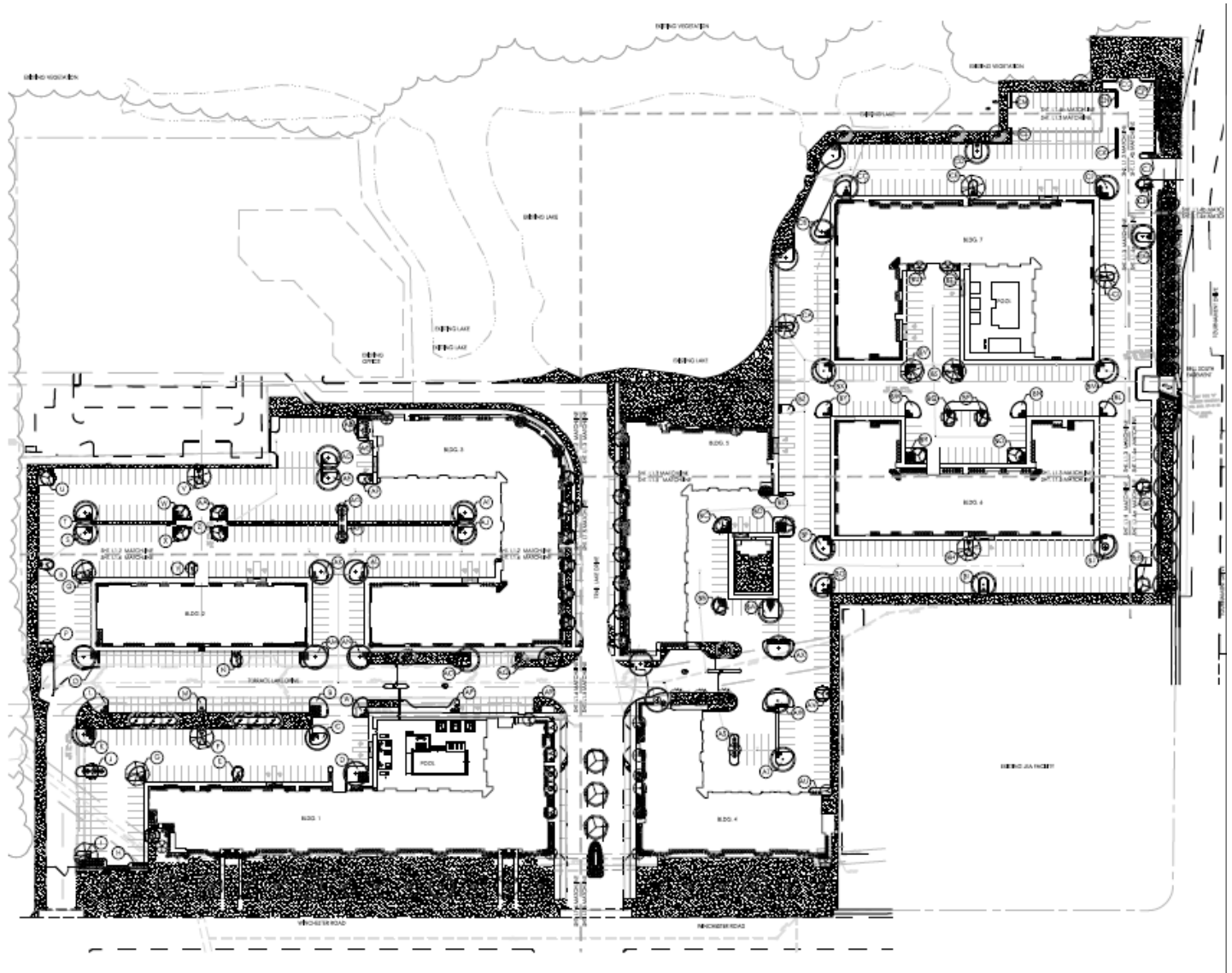
Unit Count Data: Building 7, (4 Stories)		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	60	63%
2 Bedrooms	32	33%
3 Bedrooms	4	4%
Total Units	96	100%
Fitness/ Pool Baths (3) 1 Bedroom unit		
Parking Count: Building 7, (2 & 4 Stories)		
Required Parking		
1 Bedroom 60 x 1.5 =	90	
2 Bedrooms - 32 x 1.5 =	48	
3 Bedrooms - 4 x 1.5 =	6	
Guest Parking 0.15 x 96	14.4	
Total Required Parking for Building 7	158.4	

Total Site Data:		
Number of bedrooms per unit	Shown number of units	
1 Bedroom	189	35%
2 Bedrooms	325	60%
3 Bedrooms	26	5%
Total Units	540	100%
Total Required Parking	915	
Total Garage Parking	40	
Total Surface Parking	910	
Total Parking Provided	950	
Parking Ratio 927/ 540 = 1.72 spaces per unit. This ratio does not include parking for Leasing Office		

**TREE REMOVAL PLAN**



LANDSCAPE PLAN



**ELEVATIONS (BUILDINGS 1-5)**



1 Building 1 Front Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



2 Building 1 Right Side Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



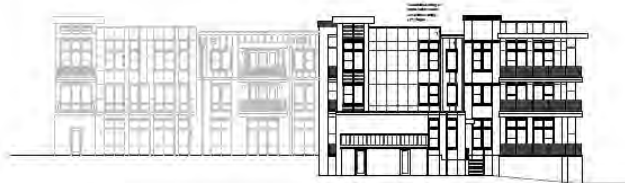
2 Building 1 Leasing Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



1 Building 1 Terrace Lake Drive North Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



2 Building 1 Leasing Office Left Side Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



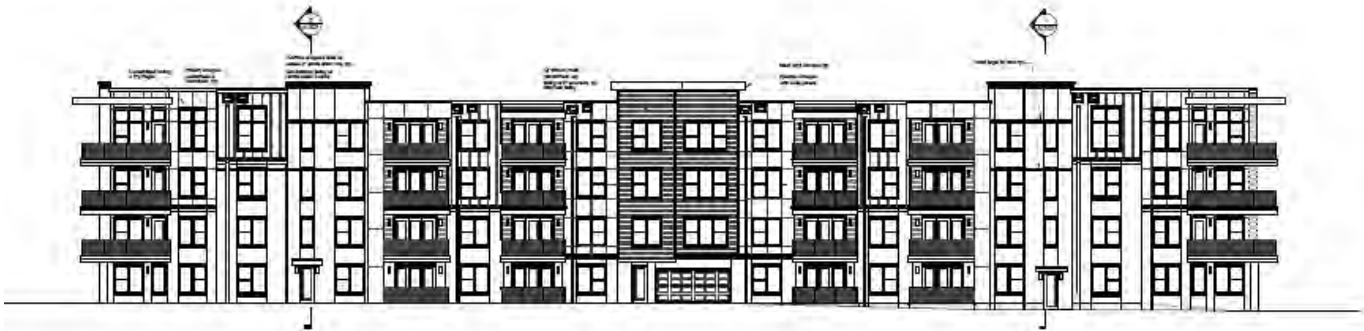
3 Building 1 Terrace Lake Drive West Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



4 Building 1 South East Elevation  
Scale: 1/8" = 1'-0"  
Type: 9A Construction



1 Building 2 Terrace Lake Drive South Elevation  
Scale: 1/8" = 1'-0"  
Type VA Construction



2 Building 2 Parking Lot North Elevation  
Scale: 1/8" = 1'-0"  
Type VA Construction



3 Building 2 Parking Lot East Elevation  
Scale: 1/8" = 1'-0"  
Type VA Construction



4 Building 2 Parking Lot West Elevation  
Scale: 1/8" = 1'-0"  
Type VA Construction



1 Building 3 Parking Lot South Elevation  
 Scale: 1/8" = 1'-0"



2 Building 3 Trail Lake Drive East Elevation  
 Scale: 1/8" = 1'-0"



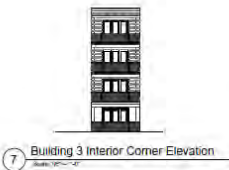
3 Building 3 Parking Lot North Elevation  
 Scale: 1/8" = 1'-0"



4 Building 3 Trail Lake Drive North Elevation  
 Scale: 1/8" = 1'-0"



5 Building 3 Terrace Lake Drive South Elevation  
 Scale: 1/8" = 1'-0"



7 Building 3 Interior Corner Elevation  
 Scale: 1/8" = 1'-0"



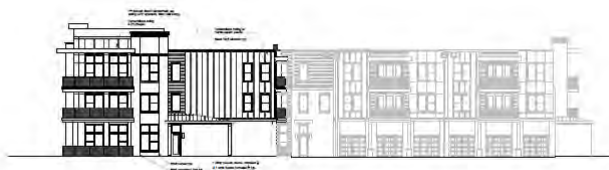
6 Building 3 Parking Lot West Elevation  
 Scale: 1/8" = 1'-0"



1 Building 4 Front Elevation  
 Scale: 1/8" = 1'-0"



2 Building 4 Left Side Elevation  
 Scale: 1/8" = 1'-0"



3 Building 4 Right Elevation  
 Scale: 1/8" = 1'-0"



4 Building 4 Rear Elevation  
 Scale: 1/8" = 1'-0"



5 Building 4 Right Elevation  
 Scale: 1/8" = 1'-0"



6 Building 4 Rear Elevation  
 Scale: 1/8" = 1'-0"



7 Building 4 South West Elevation  
 Scale: 1/8" = 1'-0"



1 Building 5 Trail Lake Drive West Elevation  
Scale: 1/8" = 1'-0"



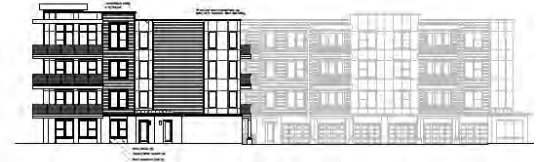
2 Building 5 Game Lawn North Elevation  
Scale: 1/8" = 1'-0"



3 Building 5 Parking Lot East Elevation  
Scale: 1/8" = 1'-0"



6 Building 5 NW Elevation  
Scale: 1/8" = 1'-0"



4 Building 5 Terrace Lake Drive South Elevation  
Scale: 1/8" = 1'-0"

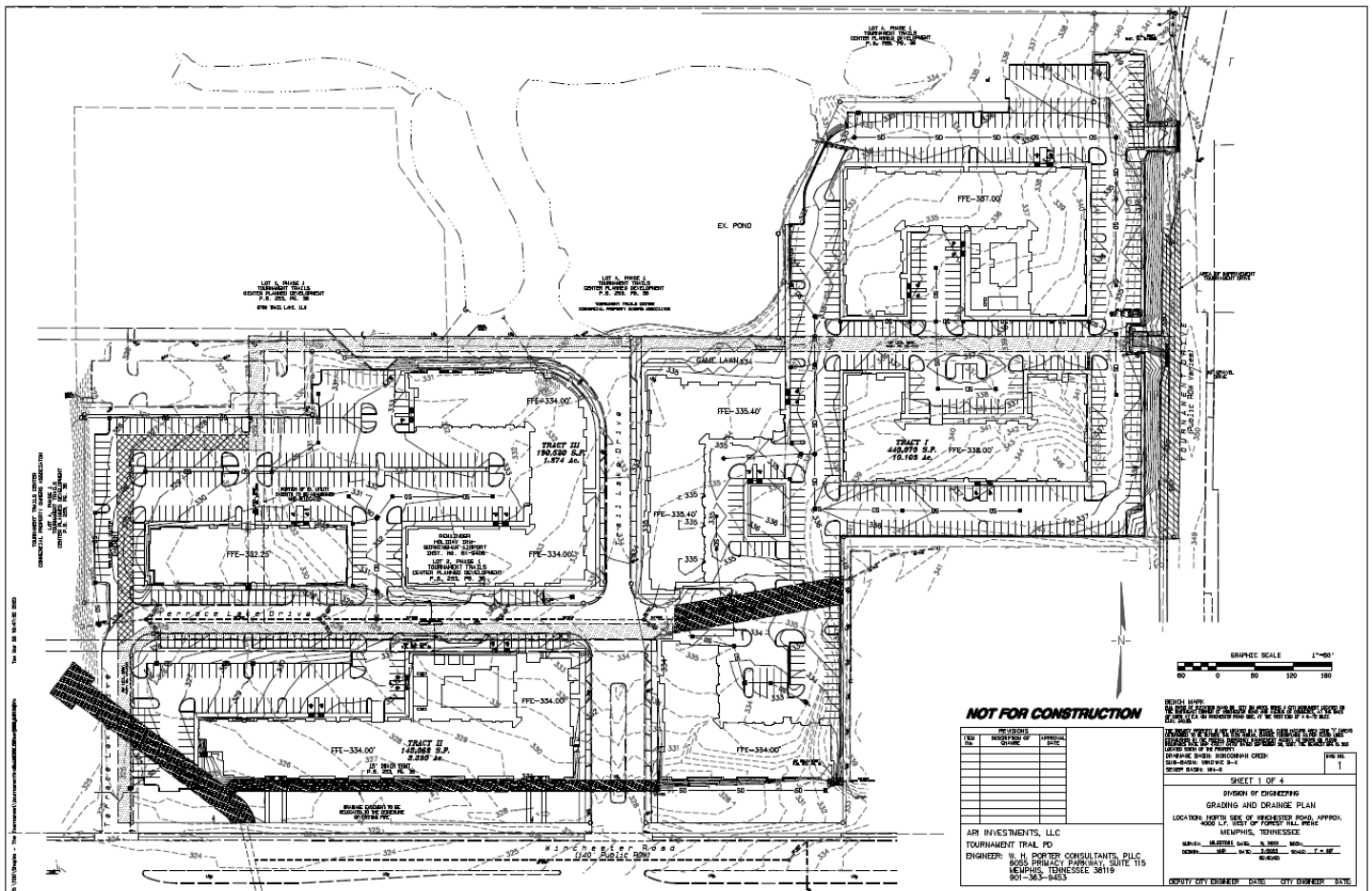


5 Building 5 Parking Lot East Elevation  
Scale: 1/8" = 1'-0"



6 Building 5 Parking Lot South Elevation  
Scale: 1/8" = 1'-0"

**GRADING AND DRAINAGE PLAN**





**RENDERINGS**





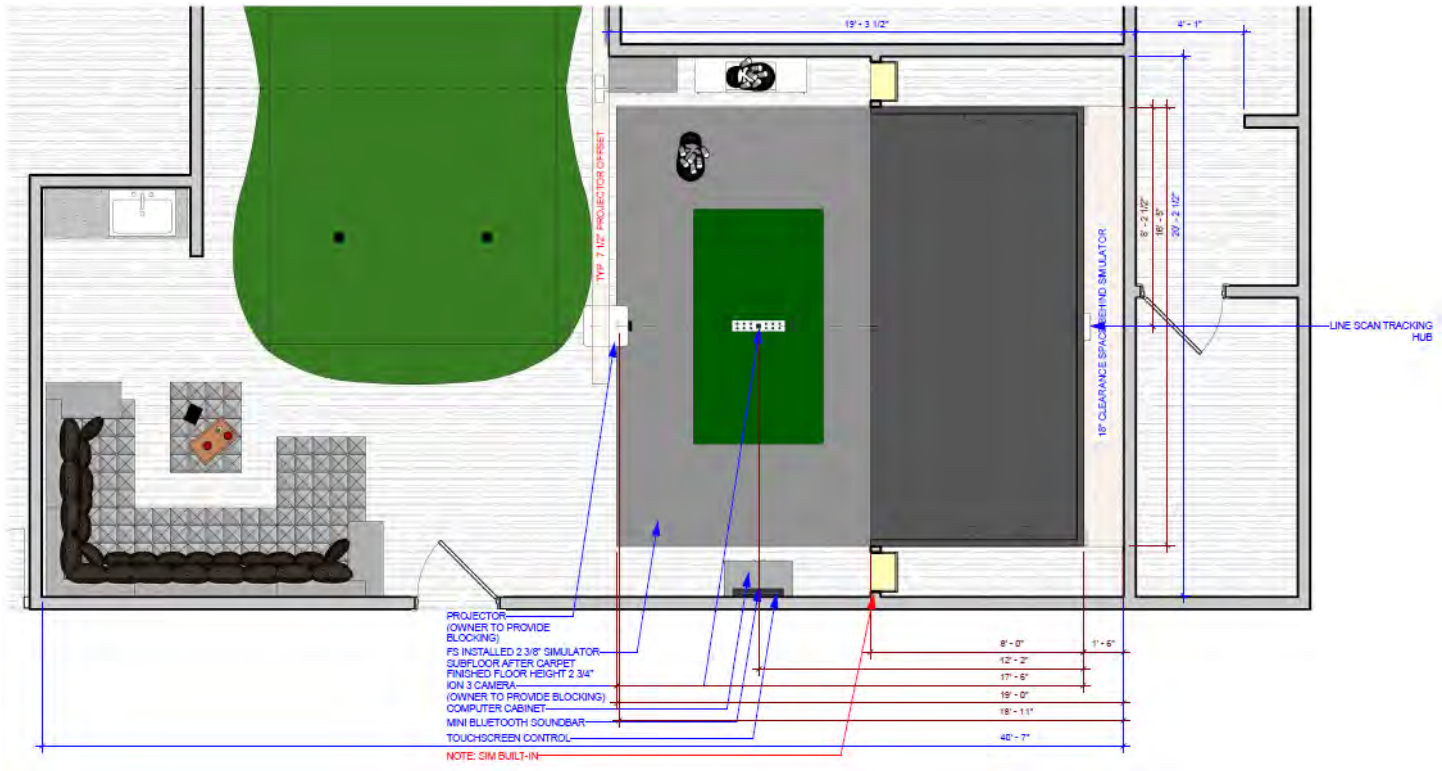
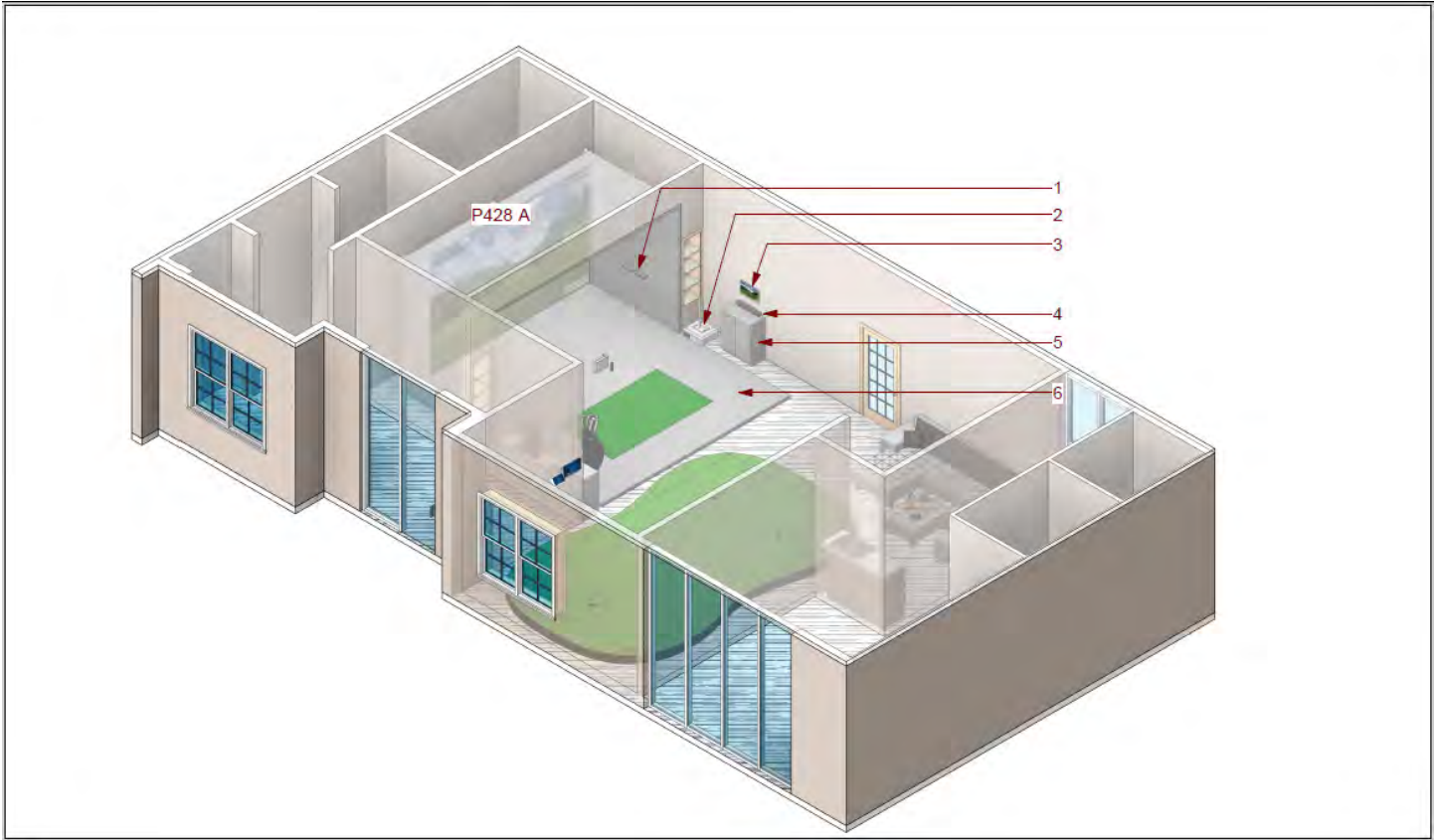


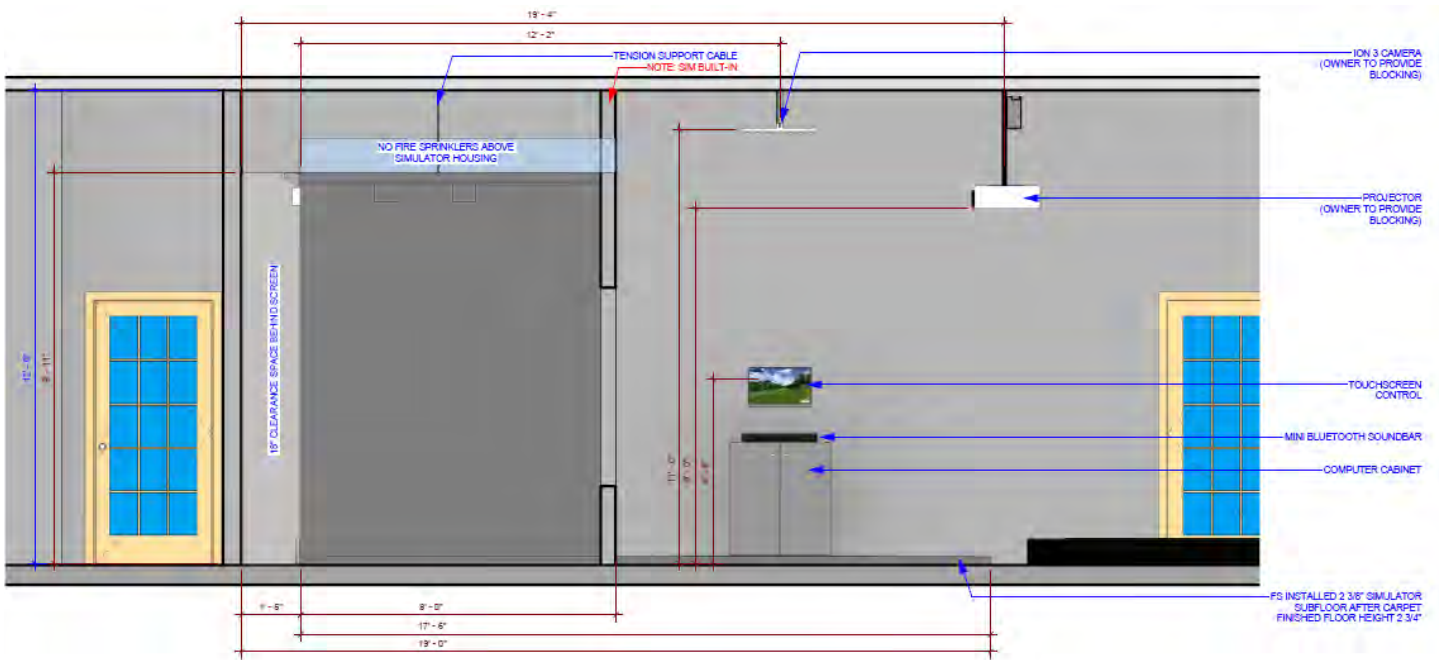
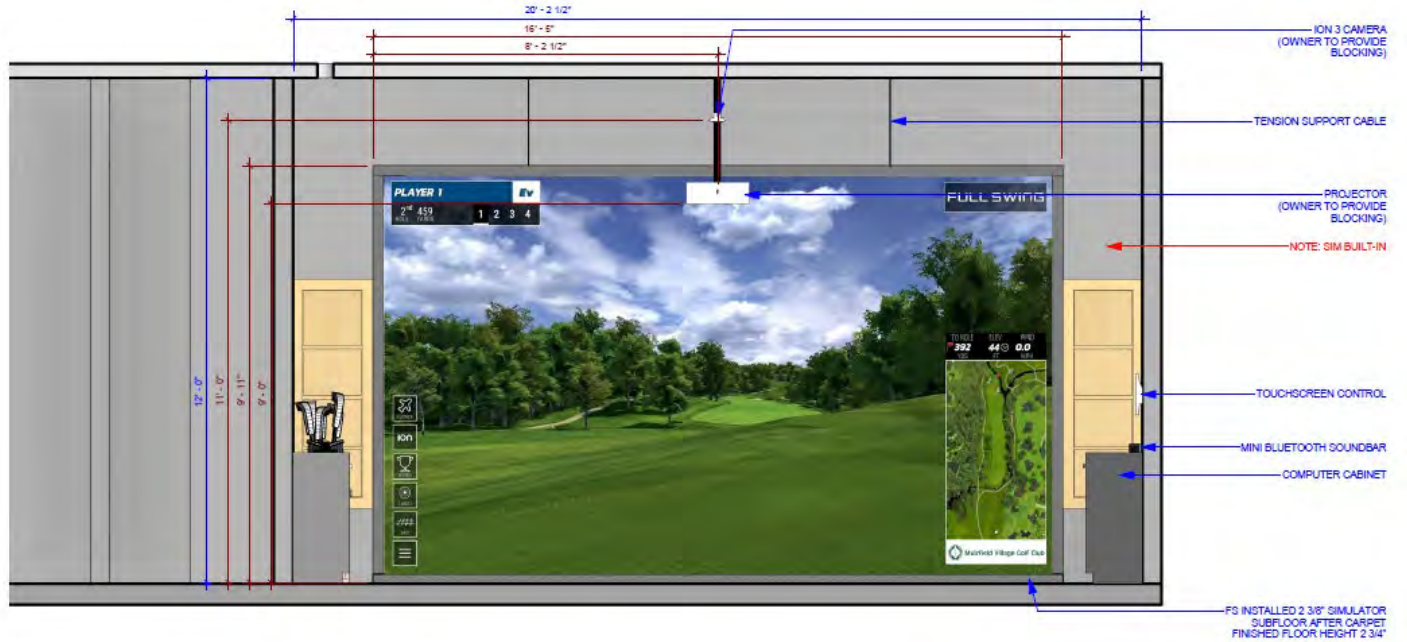




**PROPOSED AMENITIES**





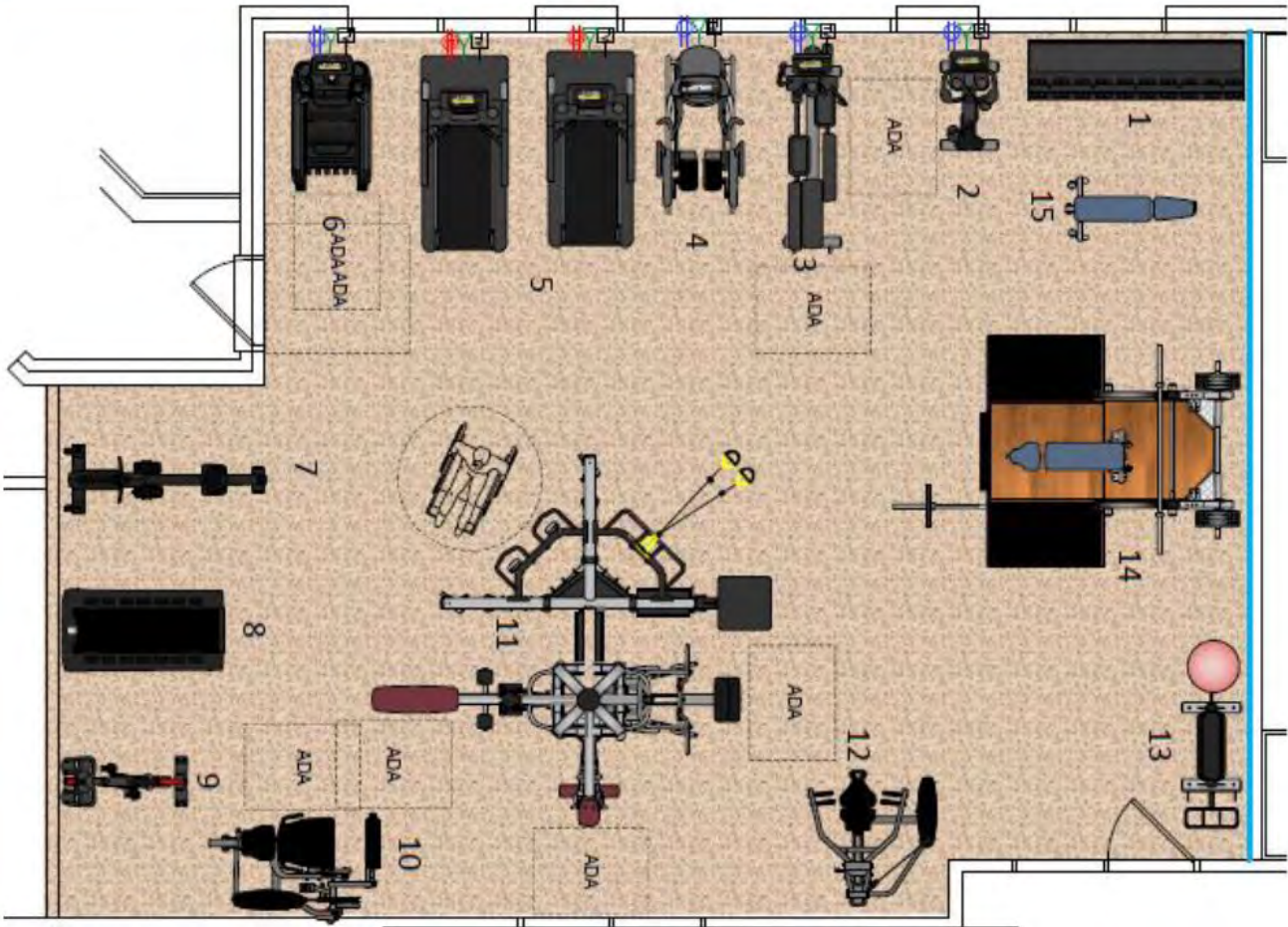




**Pet Spa**  
**(illustrative image below)**



**~1,260 Fitness Center**



**Dedicated Yoga Space  
(illustrative image below)**



**Leasing Center and concierge area  
(illustrative image below)**



**Modern Club room (consisting of large tv's, kitchenette, pool table, seating area etc.)  
(illustrative image below)**



**Modern Club room (consisting of large tv's, kitchenette, pool table, seating area etc.)  
(illustrative image below)**



**Modern Club room (consisting of large tv's, kitchenette, pool table, seating area etc.)  
(illustrative image below)**



**Internet lounge with private zoom rooms for video calls  
(illustrative image below)**





**STAFF ANALYSIS**

**Request and Justification**

The request is for Land Use Control Board site plan approval of an apartment complex on three parcels within the Tournament Trails Center Planned Development as required by the outline plan conditions.

The application form and letter of intent have been added to this report.

**Zoning History**

In 2022, the Memphis City Council approved on appeal a major modification (*docket MJR 21-45*) to allow the requested use (*apartment*) on these three parcels. The Land Use Control Board had earlier that year unanimously rejected that request. Although a 279-dwelling-unit conceptual site plan (*pasted below*) was included in that application submittal, that request concerned only allowed uses (*i.e., the site plan was neither reviewed nor considered binding*), whereas the present request concerns only site plan review.



Total Site Data:		
Number of bedrooms per unit	Shown	Shown
	number of units	percentage
1 Bedroom	87	32%
2 Bedrooms	136	51%
3 Bedrooms	56	17%
<b>Total Units</b>	<b>279</b>	<b>100%</b>

**Ari Investment**  
**The Tournament at Germantown**  
 Memphis, Tennessee  
 Shapiro & Company Architects, p.c.  
 December 10, 2021

### **Site Description**

The subject site consists of three grassy parcels within the Tournament Trails Center Planned Development. The three parcels are bisected by two private roads: Trail Lake Dr. and Terrace Lake Dr. One parcel is within the final plan of Phase 1, whereas the other two parcels are not within a final plan. Public frontages include Winchester Rd. (principal arterial) and Tournament Dr. S. (local street). Adjacent uses within the center include an office building, a memory care facility, and a lake. Germantown begins less than 2000 feet to the east along Winchester, and unincorporated Shelby County – in particular, the gated Southwind neighborhood – begins just to the north along Tournament. The subject land itself is within Memphis.

### **Site Plan Review**

- Dedicate and improve Tournament Dr. 34' from center line. This may have an impact on minimum building setbacks.
- Further administrative review may be necessary during final plan review to ensure compliance with the outline plan conditions, including landscaping provisions.

### **Conclusions**

TTL Development, LLC, has requested Land Use Control Board site plan approval of a 540-dwelling-unit apartment complex on three parcels within the Tournament Center Trails Planned Development.

Staff finds that the proposal is compatible with nearby land uses, and that it would not result in undue injury to the surrounding area, given the recommended conditions of a maximum of 500 dwelling units and a prohibition on parking between buildings and public streets.

### **RECOMMENDATION**

Staff recommends ***approval*** with site plan conditions. Staff does not recommend any change to the outline plan conditions.

### **Site Plan Conditions**

1. A maximum of 500 dwelling units shall be permitted.
2. Parking shall be set back a minimum of 8' from Terrace Lake, Trail Lake, Tournament, and Winchester, and a minimum of 5' from other property lines.
3. No parking shall be allowed between any building and Tournament or Winchester. Parking may be permitted between a building and Terrace Lake or Trail Lake, provided that it is not located between the front façade and the street, and that appropriate streetscaping is provided.
4. The above provisions do not apply to parallel parking, nor do they change minimum building setbacks or parking ratios (1.5 spaces per dwelling unit).

## DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

### City Fire Division:

Reviewed by: J. Stinson

Address or Site Reference: 3581 Tournament

- All design and construction shall comply with the 2021 edition of the International Fire Code (as locally amended) and referenced standards.
- Fire apparatus access shall comply with section 503. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6 (as amended).
- Fire protection water supplies (including fire hydrants) shall comply with section 507.
- Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternate methods of protection are provided.
- IFC 510 In-building two-way emergency responder communication coverage shall be provided in all new and existing buildings. Buildings and structures that cannot support the required level of coverage shall be equipped with systems and components to enhance signals and achieve the required level of communication coverage.
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

**City Engineering:**

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

**Sewers:**

2. The sanitary sewer capacity is unknown at this time. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept, a determination can be made as to available sewer capacity.

**Roads:**

3. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
4. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.

**Traffic Control Provisions:**

5. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5-foot-wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5-foot clear pedestrian path, an exception may be considered.
6. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
7. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

**Curb Cuts/Access:**

8. The City Engineer shall approve the design, number, and location of curb cuts.
9. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter, and sidewalk.
10. Will require engineering ASPR.

**Drainage:**

11. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
12. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
13. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
14. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.
15. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

**General Notes:**

16. The width of all existing off-street sewer easements shall be widened to meet current city standards.
17. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.
18. All connections to the sewer shall be at manholes only.
19. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.
20. Required landscaping shall not be placed on sewer or drainage easements.

**APPLICATION FORM**



**Record Summary for Major Modification**

**Record Detail Information**

Record Type: Major Modification

Record Status: Assignment

Opened Date: March 3, 2023

Record Number: MJR 2023-013

Expiration Date:

Record Name: Tournament Trails Center PD

Description of Work: Site Plan Review

Parent Record Number:

---

**Address:**

3581 TOURNAMENT DR, MEMPHIS 38125

**Owner Information**

Primary Owner Name

Y TTL DEVELOPMENT LLC

Owner Address

12406 HOGANS ALY, CHESTER, VA 23836

Owner Phone

---

**Parcel Information**

081093 00204

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**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner

N/A

Date of Meeting

-

Pre-application Meeting Type

-

**GENERAL INFORMATION**

Justification for Request

Site Plan Review

**GENERAL INFORMATION**

List any relevant former Docket / Case Number(s) related to previous applications on this site PD 94-356

Is this application in response to a citation, stop work order, or zoning letter No

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information -

**GIS INFORMATION**

Case Layer PD94-356cc

Central Business Improvement District Class No

Downtown Fire District Class C

Historic District No

Land Use -

Municipality VACANT

Overlay/Special Purpose District MEMPHIS

Zoning -

Lot CA

State Route -

Subdivision -

Planned Development District TOURNAMENT TRAILS CENTER PD OUTLINE

Wellhead Protection Overlay District -

**Data Tables**

**ADDRESS AND PARCEL LIST**

Property Address: 3581 Tournament Dr  
 Property Parcel Number: 081093 00204

Property Address: 0 Winchester Rd  
 Property Parcel Number: 081093 00006

Property Address: 0 Winchester Rd  
 Property Parcel Number: 081093 00007

**Contact Information**

<b>Name</b>	<b>Contact Type</b>
TTL DEVELOPMENT LLC	APPLICANT
<b>Address</b>	
<b>Phone</b>	
-	

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1452688	Major Modification Fee	1	300.00	INVOICED	0.00	03/03/2023
1452688	Credit Card Use Fee (.026 x fee)	1	7.80	INVOICED	0.00	03/03/2023

Total Fee Invoiced: \$307.80

Total Balance: \$0.00

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**Payment Information**

Payment Amount	Method of Payment
\$307.80	Credit Card



**LETTER OF INTENT**



Date: February 24, 2023  
To: Division of Planning & Development  
From: Cindy Reaves  
Re: Tournament Trails Center PD  
Job #: 21-0108

**LETTER OF INTENT**

We are submitting a Site Plan Review application for Tournament Trails Center PD, located on Winchester Road, west of Tournament Drive.

The proposed multifamily development is a Class A community with state of the art amenities and modern architecture that boast three-story and four-story buildings with elevators, and interior climate controlled corridors. With a heightened focus on security, the community will feature three access controlled checkpoints for all residents and visitors:

- main entry gates which will feature top-rated security technology
- key-fobs to open access controlled entrances for individual buildings
- key-fobs to operate the elevators

The community will feature a rich amenity package consisting of:

- Two swimming pools with an in-water pool lounge, cabanas, and grilling areas
- Recessed and covered sitting area with a firepit adjacent to the pool
- Two fitness centers
- Yoga room
- Golf Simulator
- Pet spa
- ~5,000 SF dog park with covered seating and separate spaces for small dogs and large dogs
- ~11,000 SF waterfront game lawn featuring a pickle ball court, bocce ball turf, corn hole turf, covered seating areas with fire pits, and adirondack chairs
- Internet lounge with private zoom rooms for video calls
- Two-story club room (consisting of large tv's, kitchenette, pool table, seating area etc.)
- Two-story lobby and concierge area
- Dedicated package rooms, package lockers, and internal mail rooms
- Internal trash shoots

We appreciate your support with this request. Please contact me if you have any questions.

**LETTER REGARDING BREACH HYDROGRAPH REQUIREMENT**

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**From:** Henry Porter <hporter@whporter.com>  
**Sent:** Tuesday, April 18, 2023 4:28 PM  
**To:** Priyank Shah <priyank.shah@ari-investment.com>  
**Cc:** 'Michael Haden' <MHaden@ShapiroAndCo.com>  
**Subject:** Tournament Trails - Dam Breach

Good Afternoon Priyank,

We spoke yesterday regarding the requirement for a dam breach study on Tournament Trails PD. A dam breach study is not necessary for the existing site because there is no dam present. Per the Tennessee Safe Dams Act, a dam is defined as any structure that is at least 20 feet high or that can impound at least 30 acre-feet of water. The maximum height of the embankment around the largest pond is 9-ft. Additionally, per the approved grading plan (circa 10-18-00). The maximum impounded water is approximate 15.5 ac-ft.

If a dam breach was required, it is my opinion it would have been necessary for the lake that pre-existed the overall development.

Thank you,

Henry L. Porter, P.E.  
W. H. Porter Consultants, PLLC  
901.363.9453

**APPLICANT'S ANALYSIS OF PROJECT DENSITY**

**PUD Overview**

The PUD is comprised of:

- 1) The current office building on Parcel 081093 00005
- 2) The current senior living facility on Parcel 081093 00205
- 3) The proposed multifamily development on Parcel 081093 00006, Parcel 081093 00007 & Parcel 081093 00204
- 4) The Detention Pond and Greenspace on Parcel 081093 00004
- 5) The Internal Streets on Parcel 081093 00008

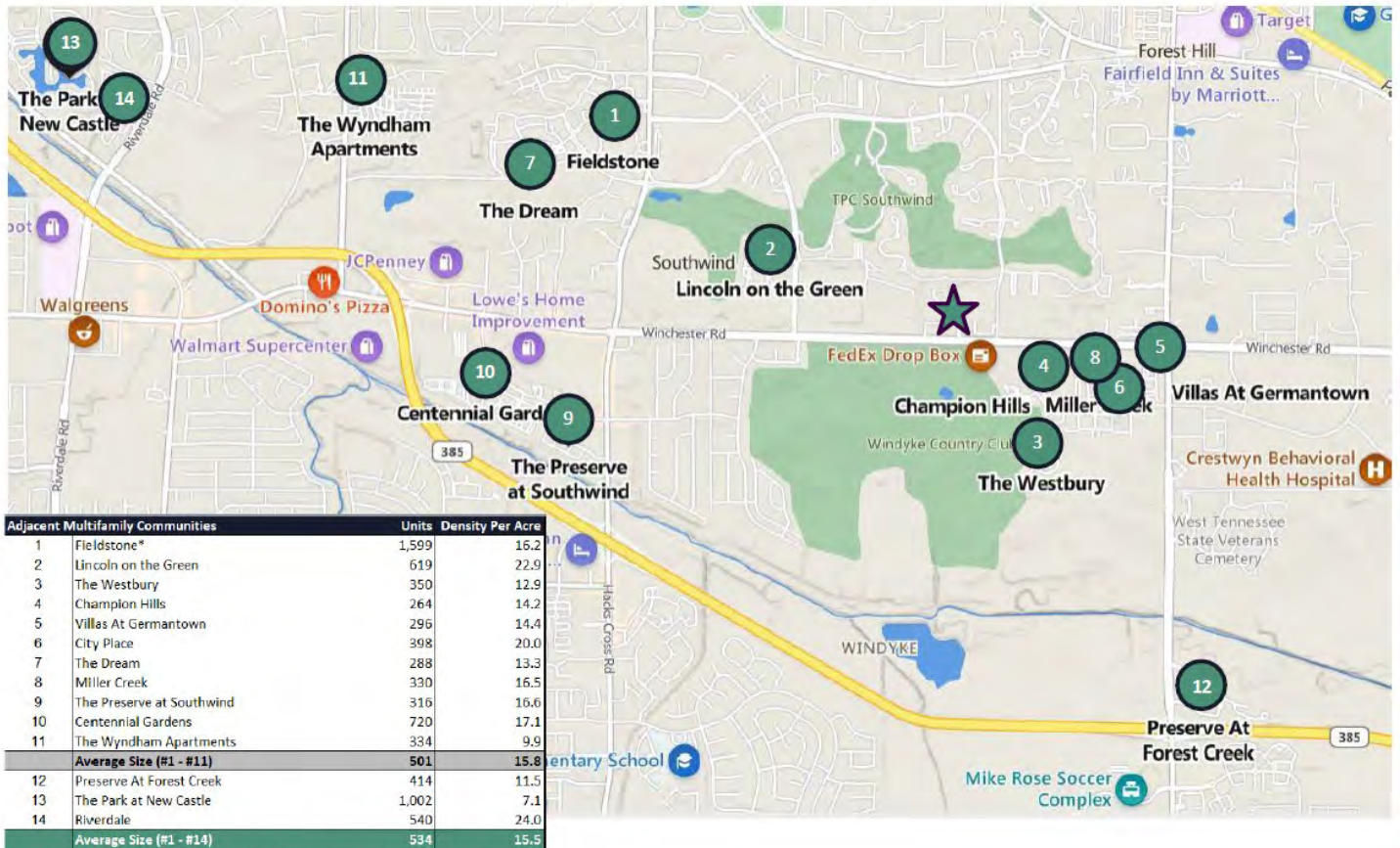


## Density Per Acre Calculation

The Detention Pond & Green Space Parcel, and the Internal Streets Parcel are jointly owned and maintained (on a pro-rata basis) by the owners of the Office Parcel, Senior Living Facility Parcel and Multifamily Development Parcels. As such, the Multifamily Development density per acre calculation below takes into account the Multifamily Development's pro-rata share of the Detention Pond & Green Space Parcel and the Internal Streets Parcel.

Multifamily Density Per Acre Calculation	Acres	Pro-Rata Share
Office Parcel	3.9	15.1%
<b>Subtotal Office Parcel</b>	<b>3.9</b>	<b>15.1%</b>
Senior Living Facility Parcel	3.6	14.0%
<b>Subtotal Senior Living Facility Parcel</b>	<b>3.6</b>	<b>14.0%</b>
Multifamily Development Parcel 1	4.4	16.8%
Multifamily Development Parcel 2	3.9	15.1%
Multifamily Development Parcel 3	10.1	38.9%
<b>Subtotal Multifamily Development Parcel</b>	<b>18.4</b>	<b>70.9%</b>
<b>Total Office &amp; Multifamily Development Parcel</b>	<b>26.0</b>	<b>100.0%</b>
Detention Pond	10.7	
<i>Office Parcel Pro-Rata Share</i>	1.6	
<i>Senior Living Facility Parcel Pro-Rata Share</i>	1.5	
<i>Multifamily Development Parcel Pro-Rata Share</i>	7.6	
Internal Streets	1.7	
<i>Office Parcel Pro-Rata Share</i>	0.3	
<i>Senior Living Facility Parcel Pro-Rata Share</i>	0.2	
<i>Multifamily Development Parcel Pro-Rata Share</i>	1.2	
<b>Total Office Parcel (With Pro-Rata Share of Detention Pond &amp; Internal Streets)</b>	<b>5.8</b>	
<b>Total Senior Living Facility Parcel (With Pro-Rata Share of Detention Pond &amp; Internal Streets)</b>	<b>5.4</b>	
<b>Total Multifamily Development Parcel (With Pro-Rata Share of Detention Pond &amp; Internal Streets)</b>	<b>27.2</b>	
<b>Multifamily Development Parcel Density Per Acre (Assuming 540 Multifamily Units)</b>	<b>19.9</b>	<b>Units Per Acre</b>

### Size of Adjacent Multifamily Communities



\*Fieldstone has 1,399 units and 200 units under development

## TRAFFIC IMPACT STUDY EXECUTIVE SUMMARY



### EXECUTIVE SUMMARY

A traffic impact study has been prepared for the proposed Tournament Trails development in Memphis, Tennessee. It is located in southeast Memphis and includes multi-family residential units that will be developed over a five-year time frame in two phases. It will be served by one full access and two gated emergency accesses located on Winchester Road and Tournament Drive.

The purpose of this study is to assess the potential traffic impacts of the proposed development on the transportation network through the study area. Analysis of the existing traffic conditions was conducted, and trips expected to be generated by the proposed development were calculated and assigned to the roadway network. Analysis of the roadway network using existing, no build, and build traffic volumes was conducted. Improvements to the study area network needed to mitigate the impacts of the new development were then evaluated.

#### Traffic Counts

Traffic counts are collected to determine the existing conditions of the roadway network. Turning movement counts were conducted during peak hours at five intersections and one bi-directional tube count was collected on Winchester Road. The count locations included:

1. Winchester Road + Avenue of Commerce / Burning Tree Lane
2. Winchester Road + Terrace Lake Drive
3. Winchester Road + Trail Lake Drive
4. Winchester Road + Tournament Drive/Office Access
5. Winchester Road + Champion Hills Drive/Church Access
6. Winchester Road Bi-Directional Tube Count (between Tournament Drive and Champion Hills Drive)

#### Background Growth

Based on historical TDOT traffic counts and coordination with the City of Memphis, it was determined a growth factor of 2.0% per year should be applied to the existing traffic volumes.

#### Proposed Development

Applying the industry standard methodology, using the *ITE Trip Generation Manual*, the trips expected to be generated by the development were calculated for auto vehicles. Phase 1 of the proposed development is expected to generate a total of 138 AM peak hour trips and 176 PM peak hour trips. Phase 2 is expected to generate 90 AM peak hour trips and 113 PM peak hour trips. These trips were then distributed and assigned to the network in the study area.

#### Analysis

Intersection analysis was conducted for the study area using the methodology outlined in the *HCM Manual, 6<sup>th</sup> Edition*. The results for the Existing, No Build, and Build scenarios show that the following recommendations will help traffic operations in the study area after the proposed development is open.



### Recommendations

Based on the traffic volumes expected to be generated by the proposed development and the results of the analysis, the following recommendations are expected to provide safe and efficient traffic operations within the study area upon completion of the proposed development:

#### Winchester Rd + Avenue of Commerce:

- Optimize Signal Timings during the AM and PM peak hours.

#### Winchester Rd + Terrace Lake Drive:

- Install a gated emergency access on Terrace Lake Drive that provides one entering and one exiting lane.
- Remove left turn arrow and "ONLY" pavement marking for eastbound left turn lane. Install channelization markings to remove storage.
- Install Emergency Vehicles Only sign facing northbound traffic at the emergency access about 50 feet from Winchester Road. This sign will be installed on private property not maintained by the City.

#### Winchester Rd + Trail Lake Drive:

- Provide pavement markings to separate southbound right and left turn lanes at Winchester Road.
- Remove and replace the stop sign facing the southbound approach according to MUTCD standards and guidelines. This sign is installed on private property not maintained by the city.

#### Tournament Trail Drive and Emergency Access:

- Install a gated emergency access on Tournament Trail Drive that provides one entering and one exiting lane.
- Install a stop sign facing eastbound exiting vehicles according to MUTCD standards and guidelines. This sign will be installed on private property not maintained by the city.
- Install Emergency Vehicles Only sign facing westbound traffic at the access about 50 feet from Tournament Drive. This sign will be installed on private property not maintained by the city.

Design the access according to federal, state, and local standards, including *Roadway Design Guidelines* (Tennessee Department of Transportation), *A Policy on Geometric Design of Highways and Streets* (AASHTO, 2018), and *Manual on Uniform Traffic Control Devices* (FHWA, 2009).

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, Kristin Reaves, being duly sworn, depose and say that at 2:46 pm on the 30th day of March, 2023. I posted three Public Notice Signs pertaining to Case No. MJR 23-013 one on Tournament Drive South and two on Winchester providing notice of a Public Hearing before the April 13, 2023 Land Use Control Board for consideration of a proposed Land Use Action (Planned Development Major Modification), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

Kristin Reaves  
Owner, Applicant or Representative

04/03/2023  
Date

Subscribed and sworn to before me this 3 day of April, 2023



Cynthia J. Reaves  
Notary Public

My commission expires: 9/29/23



**OWNER'S AFFIDAVIT**



**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1

I, Priyank Shah state that I have read the definition of  
(Print Name)  (Sign Name)

"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises

I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 0 Winchester Rd. & 3581 Tournament Dr.

and further identified by Assessor's Parcel Number 081093 00006.7, 204

for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) by me this 03 day of March in the year of 2023

  
Signature of Notary Public



06/30/2025  
My Commission Expires

**LETTERS RECEIVED**

41 letters of opposition were received by the time of publication of this report. They have been pasted below.

Mr. Davis,

I am a resident of Southwind and I am EXTREMELY CONCERNED about the apartment project planned for land adjacent to the southeast side of Southwind. This has been a classic example of "bait and switch". TTL (the developer) basically agreed to virtually anything our HOA requested so that there would be little or no objection to getting the rezoning passed through the Memphis City Council. TTL proposed 279 units that would be only 2 stories high with minimal line of sight to Southwind residents and only endcaps facing Southwind homes. They have now proposed a 561 unit project with 4 story buildings which is more than 2 times the plan they used to get the rezoning. This significantly changes the plan for which they were approved for and limits green space. **The number of apartments should match the plan that was used to achieve the zoning change.**

As I mentioned above, this is a classic example of "bait and switch". TTL bent over backwards to prevent our HOA from objecting to this project so they could attain the rezoning. Now they are not interested in communicating with the HOA about our concerns at all.

I am sure that you will see this for what it is and reject any modifications to MJR 2023-13.

Please let me know if you have any questions.

Chris Moore

*Chris Moore*  
8709 Players Fairway  
Memphis, TN 38125  
[chrismoore@623@gmail.com](mailto:chrismoore@623@gmail.com)  
cell-901-483-0418

Dear Shelby County Land Use Control Board,

3/31/2023

I am writing to express my concern regarding the proposed detailed site plan submitted by TTL, reference MJR 2023-13. As a concerned resident in the area, I believe it is important to voice my opinion about the potential impact of this development on the community.

Firstly, I oppose the proposed plan due to the potential negative impact it may have on the environment. The development of apartments may lead to increased traffic, and I am concerned that the current infrastructure may not be equipped to handle this increased flow of vehicles. Additionally, the drainage system in the area may not be sufficient to handle the additional water runoff caused by the development, which could lead to flooding and other related issues.

Secondly, I am worried about the density of the proposed development. The number of units per acre may be too high for the area, leading to overcrowding and a strain on local resources. Moreover, the proposed development may not be in compliance with the existing zoning laws, which could negatively affect the character of the neighborhood.

Finally, I am concerned about the location of the proposed development. The crossroads of Memphis, Germantown, Collierville, and unincorporated Shelby County is already congested area, and adding more units may exacerbate the noise levels and traffic congestion in the area.

I urge the Land Use Control Board to take these concerns into consideration when evaluating the proposed site plan. It is important to prioritize the well-being of the community and ensure that any development is sustainable and compatible with the surrounding environment.

Thank you for your attention to this matter.

Sincerely,



James Wachob  
3252 Wedge Hill Cove  
Memphis, TN 38125

March 31, 2023

Subj: MJR 2023-13

Mr. Davis,

We are residents of the Southwind community and are OPPOSED to the modification. We are willing to work with TTL, however a major modification to the exact site plan that the rezoning was based on is disingenuous and lacks integrity. Our arguments opposing are listed below.

1. **Loss of Trust in the Approval Process:** Most concerning is the loss of trust that now exists between TTL, MCC, LUCB, and Southwind HOA. The approval process is designed to ensure that new developments align with the needs and values of the community, and this would appear to have been a malicious bait-and-switch tactic to rezone and modify.
2. **Drainage Issues:** The modification will further complicate drainage issues for Southwind. The new site plan adds more buildings and asphalt surfaces in lieu of the planned detention pond at the west end of the property; this will undoubtedly increase the drainage issues that plague our community and caused our home (and others in Southwind) to flood in 2019.
3. **Lack of Community Input:** The modification has been submitted without any accepted input from Southwind HOA. Although opposed to the development, we are willing to find a middle ground. TTL has outright rejected all reasonable requests from the Southwind HOA while disingenuously modifying the exact plan that the rezoning was based upon.

In conclusion, adding density to a development plan after it has been approved will cause significant negative consequences. From increased traffic and strain on infrastructure to a reduction in quality of life and a loss of trust in the approval process, this modification is not in keeping with the integrity of the approval process nor the best interests of the community. TTL must be held accountable for the plans they submit, and any changes made to those plans must be subject to the same scrutiny as the original proposal. We urge the LUCB and MCC to hold TTL to their approved site plan that was the premise for the rezoning approval.

Sincerely,

Michael & Diana Galdieri  
8614 Southwind Drive

Good afternoon. I'm writing to voice our opposition regarding the out of state developer (ARI Investments, now TTL) that we previously met in 2021 regarding the apartment complex they want to build behind our neighborhood of Southwind on Winchester.

During the meeting, (The Developer and Southwind residents) promises were made by the developer that appears are no longer on the table. To be honest what has been approved by City Council is **not** what the out of state developer agreed to with Southwind residents. Perhaps the City Council wasn't aware about the previous promises made and pushed ahead with approval. The following are multiple issues:

1. City Council approved a zoning change plan that referenced site development that is no longer accurate in MJR 21-45.
2. The units being built that were presented to us for land use approval were **279**. Surprised to see that the new plans call for **561** units. **Density is two times the original plan in MJR 21-45 (31.4 versus 15.6 per acre).**
3. Typical density of RU-3 apartments is 15.5, which matches the plan the Council reviewed for the zoning change. How can an out of state developer think they can get away with this bate and switch tactic. Our Land Use Board and the Council are surely smarter than TTL thinks.
4. The developer agreed to limit the number of units facing Southwind homes to end units and only have **2 floors** of units. Now it appears all units built in the blocks facing Southwind **will have 4 floors!**
5. The top floors of those units that back to Southwind may even be able to see the golf course which may degrade holes 16, 17 and the tee for 18. The PGA Tournament which brings in revenue for the City of Memphis may not "look" as prestigious with apartments looming over homes that do face the course.
6. This issue was discussed at the 2021 meeting with the developer and he ignored his previous concessions too Southwind. Say one thing to owners and something else to the Council to get approval. Doesn't seem right does it?
7. There is also not enough green space in an area that already has drainage issues with 1,000 parking spaces..... **1,000 parking spaces**. It appears that for 561 units, they are projecting at least 2 cars per unit. That's a lot of cars and pollution. Winchester already has traffic issues in an area where speed limits are 50 MPH.

In conclusion the new proposed plan in 2023 13 is so significantly different from the design presented MLJ 21-45 for a zoning change!.....Way too many apartments, parking spaces and not what was utilized to gain City Council approval.

1. Density is double
2. 4 stories versus 2 facing Tournament Drive South
3. Not enough green space
4. Double the number of units.
5. Double the parking spaces

We do not approve the new plan and are disappointed in the approach the developer is taking to gain approval from Council while ignoring what was approved. Would be interesting if the Council rescinded the rezoning due to the out-of-state developer not following through with what was proposed. Interesting tactic to gain approval.

Thank you for reading, we appreciate your review of MJR 2023 13 and hope you will support our efforts to reduce the development to what was originally planned and presented for this space. We cannot not support 561 units with double the density of RU-3 apartments.

Mark and Abby Montsinger  
3274 Wind Shadow Cove  
Memphis, TN 38125  
901-210-2277

Dear Board Members,

My name is Graham Askew. My wife, our three young children and I live at 3595 Southlinks Cv. in the Southwind neighborhood. The purpose of this email is to let you know of our opposition to the planned four story apartment development immediately adjacent to my back yard.

One of the reasons we elected to move to this neighborhood after living downtown was to provide a safe and private place for our three young children to grow up. The planned apartment complex - because of its height - will look directly into our back yard where our children play each day and eliminates any sense of privacy in our home. For many years, I lived in apartments and condos. I am certainly not opposed to that lifestyle and hope to return to it once our children are grown. That said, my understanding of zoning is that we as a community strive to be strategic about how we create a rational and pleasant place to live for all of our residents.

Thank you in advance for your consideration.

Graham Askew

901.258.4607

[grahamwaskew@gmail.com](mailto:grahamwaskew@gmail.com)

Shelby County Land Use Control Board:

In 2021 your Board did the right thing and turned down the zoning request from what is now the TTL company to put apartments on Winchester where Tournament Drive intersects. Unfortunately, the Memphis City Council overrode your vote.

TTL has come back with a revised plan that has twice the density of their original proposal. It now has a density proposal that is even more than the typical density of RU-3 apartments.

They also had the original plan with only the end caps of two buildings facing Southwind Drive. Now the entire length of a building faces Southwind Drive.

And, finally, 2 stories in the original proposal is now 4 stories.

This appears to be a classic bait and switch!!! We are not sure that this drastic revision in plans is typical in the apartment construction industry, but it is certainly not a positive change for our area.

TTL has turned down any negotiations offered by Southwind's board.

Please again do the right thing and turn down the new proposal.

Thank you for your careful consideration.

Joe and Beth Edmondson  
3543 Windgarden Cove  
Memphis, TN 39125

March 31, 2023

William B. James  
3675 Classic Drive S.  
Memphis, TN, 38125

Shelby County Land Use Control Board  
Via Email [Brett.Davis@memphistn.gov](mailto:Brett.Davis@memphistn.gov)

Re: MJR 2023-13

Mr. Davis,

I am writing to express my opposition to a proposed development (MJR 2023-13) modification.

I live in the Southwind community whose property adjoins the proposed development site.

This is a proposal to build a major apartment complex. The developer originally offered a plan and made assurances to our homeowner's association board prior to seeking a zoning change to allow apartments to be built. The zoning change was approved vs the original plan and we did not object given the assurances which were made to us.

Now, the developer has come back and is offering a plan which is vastly different from the original proposal and far more detrimental to our community and frankly the community at large. The assurances which were made to us are now being ignored and the developer has rejected any further input from our board.

My opposition is based on:

1. **The number of apartments should match the plan that was used to achieve the zoning change**
2. That number has more than doubled with the new plan.
3. Density now is more than twice the original plan.
4. The new plan shows a significant shortage of green space.
5. The new plan is much more intrusive into our neighborhood with no attempt to minimize sightlines into our community. The buildings overlooking us are in fact twice as tall as proposed in the "zoning" change plan.
6. The new plan includes claims that security and traffic will not be affected adversely. That seems counter intuitive to me.

I appreciate your consideration of this objection. Please include this in your staff report.

Thank you,





March 31, 2023

Reference MJR 2023-13

Home Owner: Jettie Thomas, N.D.

8301 Silverwind Drive

Memphis, TN 38125

SRPA Board@gmail.com

Attn: Brett.@memphistn.gov

To Whom It may concern:

My concerns about this project are overwhelming because of the density (units/acre) and line of sight to Southwind.

The number of units have also increased greatly. The number of apartments should match the plan that was used to achieve the zoning change.

The plans are visually different on paper.

Please stick to the original plan on paper.

Thank you very much.

For consideration of the Shelby County Land Use Control Board in reference to MJR 2023-13

As a resident of Southwind, and particularly one who lives across Southwind Drive from the proposed area of construction for the TTL high-density housing complex, I am opposed to the site plan as is now proposed. I would respectfully request that SCLUCB be consistent in its opposition to this proposed development as it was when MJR 21-45 was considered previously.

TTL, at best, had a poorly comprised plan when MJR 21-45 was proposed and they sought a major modification to the allowed zoning.

At worst, TTL executed a bait-and-switch in order to secure the major modification approval knowing full well that the plan as now sited in MJR 2023-13 would never have been approved.

This new siting request is extremely high density (31.4) to the extent that it has no place this far outside of the compact downtown corridor. In addition to creating significant traffic congestion with 561 units (many of which are multi-bedroom) that are non-walkable to employment or food of any type, providing limited green space and lacking mitigation of runoff which will result in further drainage issues due to pre-existing drainage limitations southward under Winchester Road, and creating a high-density enclave that violates step-down requirements, approval of this plan would create a precedence of willful disregard for any and all zoning practice under the current Memphis and Shelby County UDC.

Simply put, while there are clearly strong tax revenue incentives to approving MJR 2023-13, TTL either has an unmitigated desire to expand the scope of their project regardless of existing code or they sold the Memphis City Council the version of the project they thought was most likely to get approval with an intent to deceive. Regardless, this project as proposed should be rejected.

Respectfully,  
Jesse Baker  
3566 Windgarden Cove  
Memphis, TN 38125

As residents of the Southwind community, we wish to verbally articulate our opposition to the major modification of the original outline for this area (MJR 2023-13). This proposal by TTL has significant differences from the plan presented to our community. It is considerably larger than the original presentation, much denser and distracts from our gated Southwind community. Green space has been lessened and the entrance to the community has been compromised by the cluttered view and abuse of space.

We respectfully request that the original design plan that was presented to the community be followed and maintain the line of sight into our community.

We appreciate your attention to this matter. Thank you.

Dan & Shirley Mullally  
3473 Windgarden Cove  
Memphis, Tenn. 38125

April 3, 2023

Mr. Brett Davis  
Staff Planner  
Memphis/Shelby County Land Use Control Board

Subject – Proposed Development – Tournament Trails Center – MJR2023-13

Dear Mr. Davis,

We are writing to express our concerns with the most recent site plans for the subject development. Back in 2021, the developers of this project presented plans that were very different when they were trying to successfully secure approval for this project. Now two years later and the developers have drastically altered their original plans for this project.

Following are our major items of concern:

- Original plan called for a total of 4 – buildings, now there 7.
- The number of units has doubled from 279 to 561.
- Typical density for apartments such as these is 15. 5, however this revised plan's density is 31.4.
- The original plan provided for minimized line of sight from the project's units for Southwind Drive and Southlinks Cove. Revised plan greatly increases this.
- The revised plan seems to have considerably less green space relative to the original design.

We feel the developer should hold to their original plan which they presented for the zoning change approval in 2021. Increasing the number of units by a factor of two does not seem to be reasonable given the land available.

Thank you for your time and consideration of our concerns. Please let us know if you have any questions or comments.

Best Regards,

Carolyn Comella  
James G. Comella  
3244 Pointe Hill Cove  
Memphis, TN 38125  
901-355-0490

Hello Brett,

Although the zoning change should not have been approved at all, evidenced by Shelby County LUCB unanimously rejecting it, **the number of apartments most certainly must match the plan used to achieve the zoning change** by the Memphis City Council.

Please do not allow the development to double the density in this small space. The plans submitted are vastly different than what was submitted to achieve the zoning change in MJR21-45. They have more than doubled the number of units, which leads to overcrowding the space, a great lack of green space, and way too much traffic for the area. The once tranquil area for the memory care facility and office building will be no more. The traffic in the area will certainly cause traffic accidents. There are so many people that do U-turns in that area from the office buildings and adding 561 living units will certainly complicate an already worrisome issue.

Truly elite developments should be smaller in number of units and larger in green space. They certainly should not be 4 stories high and tower over neighboring houses. **Please ensure the stories, number of units and placement/orientation is changed back to the original zoning-change application.**

Thank you,

Traci Edwards, Pfizer CPA, PMP, Project Manager, Corporate Finance Transformation  
[Global Business Services | Transformation & Project Management \(T&PM\)](#)

Mr. Davis,

We live in Southwind neighborhood and are writing in objection to this proposal. We have fought from the beginning against this type of zoning out our back gate. It was rezoned from commercial to residential and although we objected, it was passed to be such. The developer came to our H.O.A. meeting and presented the original plan which was composed of 279 apartment units. We were only expecting a 2 story building which would have had more limited visibility with a wall that was to be built to assure our privacy. It was approved by the Memphis City Council as this such plan. However, this developer is now moving forward with a new plan for 561 apartment units, and a density of two times the original plan. There will be hardly any green space and a huge concern for a traffic safety and congestion. This plan was not the original plan that was approved through your council. We hold our neighborhood dear to us and are in hopes that the board will move swiftly to oppose these new changes. Thank you for your time and consideration in this matter.

Sincerely,  
William and Rena Baker

Mr. Davis,

Please oppose the request from TTL to significantly revise their formerly approved development plan for project MJR 2023-13.

The proposed new plans virtually double the density and multiple safety issues considered at the time of approval.

It would seem that the number of apartments and design issues should reasonably match the plan used to achieve the zoning change. It appears that the new plan does not meet that desired standard.

Thank you for your consideration.

Ben Bryant & Martha Bryant  
3440 Pinebrake Cove  
31 yr Southwind resident  
901-277-1365

Mr. Davis,

My family lives in the Southwind community at 3506 Windgarden Cove. I'm emailing you again to express my opposition to the proposed plan presented by TTL (formerly ARI Investments) to build apartments at the rear entrance of the Southwind community.

The new proposal by the ARI/TTL investment company is **NOT AT ALL** what they originally communicated to us.

- Over 2 X's the units (561 vs 279)
- Over 2 X's the density (31/4 vs 15.6)
- 4 stories instead of 2
- Lines of site have changed from end caps facing Southwind houses to the full sides of the buildings
- The 4 story design is also a major line of site issue

The developers have rejected every request our homeowners association has brought to the table. And they don't seem at all interested in being good neighbors or working with our HOA to figure out some compromises.

I understand these people need to make money, but this feels like a bait-and-switch. And this is where we need our government officials to step in and protect us. At the very least, the number of apartments should correspond with the original plan that was used to justify the zoning change.

I appreciate your consideration of the above concerns and I am grateful for all you do for us. Please feel free to contact me with any questions or concerns.

Thanks,  
Ed Gillentine, MBA, CFP<sup>®</sup>, CAP<sup>®</sup>, ChFC<sup>®</sup>  
Principal



[6075 Poplar Avenue, Suite 725](https://www.gillentinegroup.com)  
[Memphis, TN 38119](https://www.gillentinegroup.com)  
[www.gillentinegroup.com](https://www.gillentinegroup.com)  
[ed@gillentinegroup.com](mailto:ed@gillentinegroup.com)  
Office: 901-435-6894  
Direct: 901-340-0487  
Fax: 901-297-4357

April 4<sup>th</sup>. 2023

To: Shelby County Land Use Control Board Members,

My wife Kathy and I have been recently made aware of the proposed changes to MJR 2023-13 as submitted by TTL Investments (formally ARI Investments). To see the significant changes from the original approved project is unsettling to say the least. How can the proposed change from 279 units to 561 units have not been anything other than subterfuge and outright deception on the developers part to fool the board into "getting their foot in the door" in hopes of to getting a significantly different project "amended" into what otherwise would never had been approved? In addition to doubling the density of the project the greenspace would be also be significantly reduced, adding to the entire massive and overwhelming apartment load and look to the site. Like the proverbial frog on a slow boil, now we are looking at a project that would never had been considered appropriate in the first place.

Indeed, the character of the developer in refusing any sort of dialog and rejection of any of SPRA suggested improvements or details in their plans only serves to hi-light their lack of concern or care for their largest neighbor and its residents. To extend the height of the project to 4 stories vs the 2 originally approved and to rotate those structures to have sides fully face Southwind homes, underscores that lack of respect and responsibility to us and our property values. Indeed, this proposal would line the developers pockets at the direct expense of the Southwind neighborhood. As you know, we have been long time tax paying property owners and as such deserve our interests to be protected. Therefore, we respectfully ask you to do so by rejecting these proposed changes. We thank you in advance for all your time and concern in this matter.

Respectfully submitted,

John and Kathy Haase  
[3604 Classic Drive South](#)  
[Memphis, TN. 38125](#)

Mr. Davis,

I am an owner of property in Southwind located at 3550 Windgarden Cove.

I am disappointed to see the newly published changes in the plans for the apartments about to be developed on Winchester near Tournament Drive.

Of great concern to me are the following:

1. The height of the buildings changed from two story to four story. This is totally unacceptable next to single family homes.
2. Windows and balconies from these apartments facing the single family homes.
3. The total change in number of apartments to more than double the original number.
4. The placement of a driveway exiting directly in front of the back gate of our community. There is not now, and would appear there will not be, a light at Tournament Drive and Winchester (because of placement of current traffic lights)  
This little section of street is not conducive to handle the number of vehicles from the apartment complex. It simply will not work and traffic accidents are bound to impact everyone, Southwind residents and department dwellers as well.
5. Removal of trees will open our residents to remarkable intrusion of privacy.
6. Drainage plans are of utmost importance to Southwind Drive residents.
7. Security without the proper barrier is of great concern to all residents.

**Item #4 is of great concern to all Southwind residents. It will make it impossible to use our back entrance.**

The changes made to this plan by the developer are extensive, improper, and blatantly arrogant to the City Council and all others concerned.

**I would like to know if anyone has been to this site in person to see exactly what they are voting on. Nothing on paper even comes close to the magnitude of change to our area.** Again, In my opinion, it simply is not going to work.

I thank you in advance for your consideration in this matter and look forward to a fair resolution.

Kathleen A. Edelmuth  
3550 Windgarden Cove  
Memphis, Tennessee 38125  
(901)270 - 3745




To whom it may concern,

My name is Meatha Tapley and I reside at 8871 Prestancia Cv S; Memphis, TN 38125 within Southwind neighborhood. I am writing today to voice that I oppose the detailed site plan for the ARI Investments/TTL group plan having to do with apartments off of Winchester Road known as MJR 2023-13.

The new plan is very different from the plan that obtained the recent zoning approval. The proposed TTL plan has more than doubled the number of units and the density. This area is known to have water/drainage/flash flooding types of issues and increasing apartment units and density will have a negative impact on all surrounding businesses, homes and community. This issue should be further investigated for wise infrastructure and growth. In addition to the very real concerns over infrastructure, I find the change to allow for a 4 story design and less green space unacceptable. TTL's choice to completely change their plan very much feels like an old school bait and switch and causes me to question their future intentions.

I appreciate your time in considering my concerns.

  
--  
**Meatha Haynes Tapley**

Dear Land Use Control Board -

In these days, when confidence in government, and other big social institutions is at an all time low, it is so disillusioning that one set of plans could be agreed upon in good faith, and then another set of plans substituted that are a significant variation!

We appreciated the initial unanimous rejection of the zoning change by the Shelby County Land Use Committee. The zoning request was then approved by the Memphis City Council. Significant time and negotiations were done by Southwind residents and ARI, now TLL, to work out an agreement on property/building development specifications.

The MJR 2023-13 change of plans is not at all what was agreed upon. Crucial changes in the plans include having a four-story building instead of the approved two-story building. This doubles the density. Beyond the impact to Southwind as an adjacent neighbor, the proposed changes would turn this new property into one giant apartment complex. We all know the eyesore and issues of the valley of apartments a little further down Winchester.

This whole exercise in democracy would seem pointless if agreements are reached, and then a totally different plan is approved that substantially and negatively changes the way in which the property is developed. If approved by the Shelby County Land Use Committee, it would mean that our voices as citizens using the approved process had no meaning and no weight.

Please don't let this become a meaningless effort on the part of residents and citizens. Please help make sure that this property is developed in a way that protects and enhances the land usage. Please reject the changes being proposed in MJR 20 23-13.

Sincerely, and respectfully submitted,  
Jack and Karin Henderson

Mr. Brett Davis

Land Use Control Board

Regarding MJR 2023-13

Dear Mr. Davis:

I was saddened to learn of the changes now considered for the construction of apartments on Winchester, south of our development. Increased density of population, removal of sight and sound barriers and the increased height and opening of the north end of the proposed buildings would all have a negative affect on the livability now enjoyed by those of us who moved here because of what Southwind offered. The change will affect the environment that attracted Federal Express to play its grand tournament in Memphis. I do not play golf, but built my house here because it is an oasis of greenery and of a quiet life in an otherwise ever encroaching turmoil that marks much of urban life, including our own. Southwind is a buffer that should be appreciated and maintained against the march of urban sprawl with its depreciation of land values, increased crime and flight to suburban municipalities. I hope you will oppose the new, destructive plans for the apartments on our Southern border. I greatly appreciate your consideration.

Sincerely,

Hubert L. Dellinger Jr. MD

[8678 Southwind Dr.](#)

[Memphis, Tn. 38125](#)

April 5, 2023

Attn: Land Use Control Board  
Re: MJR 2023-13

This letter is in regard to the ever changing use of the property at the back gate of Southwind, which also is directly behind my property located at 8744 Southwind.

I am already subjected to the traffic issues and difficulty turning off of Tournament Dr., loud and racing vehicles on Winchester, gunshots, loud music, and crime in the surrounding apartment communities. Adding this new property not only makes these even more so, but also depreciates my property because the open space and views I enjoy will be gone.

The builders of this community have changed the zoning once to accommodate them and once again are trying to change what they had proposed to benefit them even further in their financial growth. Most changes also go against their good faith word to limit the effect on Southwind residents. I'm not sure I would trust them to follow any rules and regulations at this point. More likely that they would break them and only have to deal with a fine once it is completed.

I have a RING doorbell which reports crimes by other users in the area. Please refer to available information and crime reports as samples of what this project will add to Southwind and literally at my doorstep.

Please decline the proposed changes. I'm sure you will agree that there are elements that will negatively affect our neighborhood. I'm also doubtful that the final project will follow what has been proposed and many gray areas still exist.

This is bad in so many ways and only increases the issues our city is trying put a stop to in terms of crime, shootings, car theft, and more. Do what's right for making Memphis better, safer, and beautiful with green spaces and appropriate building codes as originally established prior to this project.

Thank you,

Jeff Klayman  
8744 Southwind Dr.  
Memphis, TN 38125

I am opposed to the TTL plan for the following reasons:

1. The proposed plan is significantly different from the design presented to achieve a zoning change in MJR 21-45 2. There are more than two times the number of units (561 versus 279) 3. Density is two times the original plan in MJR 21-45 (31.4 versus 15.6) 4. Typical density of RU-3 apartments is 15.5 which matches the plan that at the time of the zoning change 5. Significant shortage of green space 6. TTL has not provided a design that minimizes line of sight along Tournament Dr. Overlooking Southlinks Cv. And Southwind Dr.

The design is now 4 stories instead of 2 stories

The design is oriented so it is no longer simply end caps facing Southwind houses rather full sides of buildings

CONCLUSION: THE NUMBER OF APARTMENTS SHOULD MATCH THE PLAN THAT WAS USED TO ACHIEVE THE ZONING CHANGE.

MY WIFE AND I HAVE LIVED IN SOUTHWIND, A GATED COMMUNITY, FOR THIRTY PLUS YEARS AND HATE TO SEE THE PRESTIGE OF OUR PROPERTY RUINED BY TTL.

Once this company got permission from the city council to build, promises that were made were not kept despite numerous requests from our board. This, in my opinion, is a breach of contract and should not be allowed to go forward.

The plan has been significantly modified from the one they presented in order to get the zoning changed. I'm not sure that anything this company says is actually the truth. Lying to get permission to build and lying to get the zoning laws changed should be a breach of contract and TTL should not be allowed to go forward with this project without drastic modifications closely resembling those originally presented.

Sincerely, Dr and Mrs Robert P Lorentz

Mr. Davis,

My name is Liz Gillentine. My family lives at 3506 Windgarden Cove at Southwind.

This email is to let you know that I strongly oppose the proposed plan presented by TTL developers to build apartments at the rear entrance of Southwind on Winchester.

The new proposal is way different than the original. 561 units versus 279. Density of 31.4 instead of 15.6. 4 story units not 2 story units. 7 buildings not 4 buildings. This is not at all what the gentleman told us when he met with us last year. They also are ignoring/not responding to any request by our HOA.

I'm pretty upset with how this has developed. At the very least, the number of apartments should be close to the original plan that was used to change the zoning. We need you guys to protect us from this kind of situation because right now, I feel like there's not much we can do.

Thank you for your help in this matter. Please feel free to contact me with any questions or concerns.

Liz

Members of the Shelby County Land Use Control Board:

We are writing in reference to the proposed changes to modify MJR 21-45 to the NEW proposal MJR2023-13.

At the time these changes were approved we were concerned with the drainage, traffic, density of the units per acre, noise and traffic. but changes were made to take these factors into consideration.

The MJR 21-45 plan was approved and the above concerns were addressed.

With the proposed new changes the above items are now become a concern again especially the fact that they are changing from 249 units to 561 units and eliminating all green space from the development.

Before there were 15.6 units per acre and now going to 31.5 units per acre with all of the traffic having to go onto Winchester drive through one exit. As we understand the usual density of RU-3 Apartments is 15.5. If the usual density is 15.5 why are they doubling this figure?

On a personal note since we live on Southwind Drive we were fine with the 2 story building overlooking our street but 4 stories is just too much. Since the plan MJR 21-45 was approved to achieve the zoning change we feel that it should be the one that continues to exist. We don't understand why it should change.

Would you please consider rejecting the proposal MJR 2023-13 and continue with the original (MJR-21-45) with 249 units as was original approved for the zoning change.

Thank you for your consideration.

Ed and Trudi Pierami

[8712 Southwind Drive](#)

[Memphis, TN 38125](#)

Mr. Davis,

I am respectfully writing you in regard to a serious situation regarding a land proposal on the south side of our Southwind Gated Community.

Being a resident in this community for over 20 years, I have experienced many changes in and around Southwind, but this new proposed plan(MJR2023-13) will have a negative effect on all Southwind residents..

My number one concern is the increase in traffic on Tournament Drive outside our back gate.....this back gate is my daily way to many of my shopping needs including drug store prescriptions, necessary food items, and also medical needs at various doctor's offices.

When the traffic increases on Tournament Drive and Winchester, there will be longer wait times and increased safety concerns as each resident exits through the back gate. Currently, it has always been difficult to exit Tournament Drive onto Winchester due to traffic, and this will make it much worse with the addition of the 561 apartment units instead of the 279 units on the original plan(MJR 21-45).

In addition to my primary concern about an increase in traffic safety, the design of 4 story apartments will definitely decrease privacy with noise elements rising for my Southwind neighbors on the south side of Southwind.

Consequently, I'm writing you on this new proposal being a detriment to the future of our beautiful community.

A Concerned Southwind Resident,

Dave Wells  
[3338 Gallery Drive](#)  
[Memphis, TN 38125-8834](#)

Marianne Parrs <[marianneparrs@gmail.com](mailto:marianneparrs@gmail.com)>

I am writing to express my serious concern with the proposed detailed site plan submitted by TTL to the county as a major modification.

I am a resident of Southwind and I live at 3492 Windgarden Cove. I use the "backgate" of Southwind to enter and leave my community via Tournament Dr. heading to Winchester. I will be directly impacted by the changes to the plan.

My biggest concern is that there will be more than 2 times the number of units (561 versus 279) and twice the density proposed in the original plan MJR 21-45 (31.4 versus 15.6), I understand the typical density of RU-3 apartments is 15.5 which matches the previous plan that was submitted to support the zoning change.

I have to believe the zoning change would never have been approved if this new plan had been used to justify the change.

I ask you to please reject this new plan and require a plan that is consistent with the one submitted to justify the zoning change.

As the owner of 8688 Southwind Drive, an adjoining property, I write to object to the proposed detailed plan (MJR 2023-13) that TTL has submitted for consideration at the April 13 meeting of the Shelby County Land Use Control Board. That plan is a classic example of bait-and-switch in that it significantly differs from the design TTL's affiliate ARI Investments presented in connection with its application (MJR 21-45) to re-zone the subject property RU-3. The proposed detailed plan calls for more than twice the number of units (561 versus 279) and a density twice that depicted in MJR 21-45 (31.4 versus 15.6). The typical density of RU-3 apartments is 15.5, which matches the plan ARI Investments provided in connection with its zoning change application. Moreover, the proposed detailed plan calls for a substantially more intrusive project when viewed from adjoining properties on Southwind Drive, such as mine. The design now calls for four-story buildings rather than the two-story buildings depicted in the plan accompanying MJR 21-45. The proposed design also orients the substantially larger buildings so that full sides of buildings rather than end caps face houses in the Southwind subdivision. In addition, the proposed design also significantly reduces the amount of green space that had been depicted in the MJR 21-45 plan. I understand that TTL representatives have rebuffed out of hand all efforts by members of the Board of the Southwind Residential Property Association to negotiate modifications to the proposed detailed plan that would make the project more acceptable to adjoining Southwind property owners. I, therefore, respectfully request that the Land Use Control Board require TTL to adjust its proposed detailed plan to be consistent with the MJR 21-45 accompanying plan.

Ronald J. Kwoka

April 7, 2023

[8718 Southwind Drive](#)  
[Memphis, TN 38125](#)

Referencing: MJR 2023-13

Dear Mr. Davis and Honorable members of the Memphis City Council,

We are writing to voice opposition, to the latest proposal offered by TTL, to be heard April 13, 2023.

The concern is not a "Not in My Backyard" concern though the proposed property would literally be the setting from my front yard. We are not opposed to controlled growth benefiting both the local region nor the city of Memphis. This proposal, if approved, will do neither. We are gravely concerned with their "egregious breach of good faith".

TTL has demonstrated that breach by proposing a project now twice the size of the original proposal made to the Council to obtain a change in zoning. Previous discussions and assurances made by TTL to the SRPA Board are now outright rejected. Assurances made in the past to both MCC and SRPA are being dismissed by TTL who clearly now feel they can violate trust and goodwill to promote a project in their best interest;

- Density at more than two times the original number far exceeding typical RU-3 density (31.4 vs 15.3)
- A change to a four story height completely destroying sight lines for home owners, who have invested greatly to benefit regional home value within Southlinks Cove and Southwind Drive.
- No incorporation of greenspace
- Drainage, security and traffic studies submitted by a company now, with demonstrated disregard and concern, to fulfill past assurances and promises.
- Have meaningful CC&R's with consequences been submitted that run with the land regardless of ownership to ensure the projects appearance will be ensured over time?

Please step back.

- Does the MCC rest assured that studies submitted by TTL can be believed and relied upon without at least a second company hired to provide the same assessments?
- Please consider the negative impact upon so many that reside in the surrounding area
- Winchester road is presently in dire need of overhaul. Traffic flow is already terrible. This project will require significant City expense to rebuild Winchester Road. Several expensive improvements will be required and will still not prevent Winchester Road from becoming gridlocked from the 385 off ramp (including the exit ramp) to at least Forest Hill Irene Road.
- Reassess your faith in the words and proposals of TTL
- Can the MCC believe this company in your hearts?
- Will Memphis and the surrounding communities truly realize enhancement or a future blight upon the City?
- Will allowing this proposal encourage people to relocate to our city or decide against it?
- Require TTL to submit a plan matching the original to obtain the zoning change and agree to incorporating past promises made to the SRPA Board
- Ensure any use of the land makes the citizens of Memphis proud

Respectfully,

John W. and Renee L. Frogge



John and I are homeowners at 8684 Southwind Dr, 38125 and are very concerned about the NEW proposal to double the density of the project for apartments across the street from us.

We were at the meeting where TTL laid out the plans for the development and while we were not enthusiastic about having the apartments built, we agreed that they were keeping homeowners in mind and building "upscale" units and the height would be two stories.

They now have decided to double the density of that development and make the buildings four stories. While we realize that may mean more tax dollars for the City of Memphis, we question if that is truly in the best interest of all concerned. More density brings more issues to be dealt with.

We question the integrity of the developer to make these radical changes after having the original plan approved.

Please do not approve this significant change to the original plan. It will have a very negative impact on our property value and while that may not be a major concern for the City, we feel this increase is not even good for the City. Winchester has experienced a LOT of multi-level housing in recent years and truly does not need any more.

Thank you for your consideration.

Shirley Williams

As a property owner I'm writing to voice my concerns over a major change to the apartment development planned off of Winchester and located next to Southwind. This new plan is vastly different than what was approved. It will almost triple the size of the development from 279 units to a four story complex with over 560 units. This will significantly impact the traffic and safety of the community in a number of ways:

1. Exit for the planned apartment complex is very close to the back gate entrance for Southwind. This will cause backups and congestion at heavy commuting times of the day.
2. There is no traffic signal for what will be a very busy road. We already have traffic issues without a light and given the excessive spreading on Winchester, more wrecks are bound to happen.
3. Access to Southwind for Emergency services will be difficult.
4. The high density of such a project will limit privacy and no doubt increase noise.
5. There are already drainage problems on the planned apartment complex. Almost tripling the size of the development will impact drainage.

This list is in no way exhaustive. But, in closing, I'm very concerned how such a departure from what was originally planned for this development can possibly go forward without any kind of new oversight from government officials and adjacent residents.

Please do not allow yet another large apartment developer to walk all over us residents and government officials.

Sincerely,

Alan and Victoria Bush  
3495 Windgarden Cove  
Memphis, TN 38125

Dear Brett Davis,

I am writing to you regarding the development of the land located at 3581 Tournament Dr. I am very disappointed the Memphis City Council voted to allow this parcel's zoning to be changed from CA- conservation Agriculture to multi-family apartments. But I am even more disappointed the council decided to not follow Mayor Strickland's executive order directing each division and agency of city government to work together to implement Memphis 3.0 future land use plan. Please help to correct this decision.

I was very excited when Mayor Strickland pushed our city to create a development plan but in the case of MJR 2023-13 we are going against this vision and breaking the trust of all those who worked tirelessly to develop it.

I will summarize what the American Planning Association said about Memphis 3.0 when it awarded the city the Daniel Burnham award for planning.

- Memphis lacked a comprehensive development plan for 40 years
- Adopted in 2019
- Plan focuses growth on pedestrian oriented "anchors"
- "Sustain" for areas that have reached maturity in character
- These anchors, or walkable centers of activity, would adapt to accommodate new populations and anticipated development while **remaining true to the neighborhood's distinct character**
- In 2019, Mayor Strickland drafted an executive order adopting the plan and directing each division and agency of city government to work together in implementing it
- The plan's success creates a **long-term culture of planning built on community trust and support.**

Source: <https://www.planning.org/awards/2020/excellence/memphis-3-0/>

My question is why is the city council not following Mayor Strickland's executive order to follow the Memphis 3.0 Plan? Memphis 3.0 designated parcels (081093 0024, 081093 00004) as "Open Space Natural" and parcels (081093 00006, 081093 00007) as "Low Intensity Commercial Services". The development TTL is proposing does not fit the Memphis 3.0 Plan, nor does it fit in with the neighborhoods distinct character and if approved, breaks the trust and support of the community that helped create the Memphis 3.0 vision.

TTL's new plan significantly decreases green space, goes from 2 story to 4 story buildings, and has design features that do not follow "walkable centers of activity" nor matches the current neighborhood's distinct character.

I am asking you to please not allow TTL to move further away from the Memphis 3.0 vision. We need more open natural spaces not less and we need to follow the plan our major has asked us all to follow.

Best Regards,

Alex Oliphant

[8910.BENT.GRASS.CIR](mailto:8910.BENT.GRASS.CIR)

April 9, 2023

[8638 Southwind Drive](#)

[Memphis, TN 38125](#)

Referencing: MJR 2023-13

Dear Mr. Brett Davis, Members of the Memphis City Council,  
and Shelby County and Land Use Control Board

We are Jim and Sue Perrin. We have lived in Southwind for 19 years. First at 8734 Southwind Drive (10 years) and then at 8638 Southwind Drive (9 years). I retired from Junior Achievement after 32 years; the last assignment was in Memphis as President and CEO (21 years). Sue worked for SYSCO Food Service of Memphis for 35 years, retiring as Vice President of Health Care Sales.

With that said, we are writing to voice opposition to the recently modified plans that call for 561 apartments from the previously approved plan of 279 units. The size of this project is in fact twice the size that was previously approved!

At our current residence (8638 Southwind Drive), we have experienced significant financial loss due to the flooding of the drainage creek and storm sewers. Such a development is not feasible without substantial investment for infrastructure and proper storm drainage from the developer. We would really like to see how this issue (561 units) is being addressed.

This new plan also exacerbates every potential problem brought forth with the original plan of 279 units.

With 561 units, here are potentially serious problems for Southwind homeowners:

\*Security and traffic problems

\*No incorporation of greenspace.

\*It far exceeds the typical density of all other apartments in the immediate area.

\*In other words, these are not LUXUARY APARTMENTS as originally proposed by the developer

\*A change in the height to four-stories will destroy the sight lines for the homeowners on Southwind Drive

In summary, Southwind Homeowners believe we have been presented with a proposal that in no way represents the original promises from this developer. In fact, the LUCB did not approve apartments in this space and so close to Southwind in the first place. We believe that the original proposal submitted by the developer (TTL) and ratified by Memphis City Council should satisfy all parties involved.

Lastly, Sue and I appreciate the opportunity to share our concerns with you and the board. We look forward to a positive response from the board as we continue to enjoy our home here in Southwind.

Sincerely,

Jim and Sue Perrin

[8638 Southwind Drive](#)

[Memphis, TN 38125](#)

Phone: 901-485-9106

Email: [jim.perrin@att.net](mailto:jim.perrin@att.net)

Dear Members of the Land Control Use Board:

I am in opposition of the plan put forth by TTL. While the zoning change was approved by Memphis City Council in 2021, the detailed plan does not resemble the approved plan.

The plan presently being put forth is twice the number of units, and twice the density of the previously approved plan submitted for the zoning change. Additionally, the buildings have been reoriented on the property, and then have doubled in height.

Our area is struggling with major apartment complexes surrounding it. Champion Hills, Millers Creek, The Villas, Westbury, Lincoln on the Green, Dream Germantown and Fieldstone. Please do not dump a complex that is too large to suit the neighborhood and the needs of our community.

I am disappointed that this plan as put forth would even warrant consideration. ARI Investments (Now TTL??) had met with our neighborhood, and I was present at that meeting, and at each council meeting. ARI Investments spoke about how they planned on staying with their development for the long term, and this submission is from a new entity. The present plan is unrecognizable to me.

I will be in attendance of the upcoming meeting.

I appreciate your careful consideration.

Sincerely,

Michelle Grady  
3558 Windgarden Cove  
Southwind  
Memphis TN

Dear Mr. Davis & Shelby County Land Use Control Board,  
Reference: MJR 2023-13

**The LUCB should only approve the original 279 upscale apartment complex the developer received a zoning change from Memphis City Council to build.**

As President of the Southwind HOA, I have been involved from the beginning negotiating on behalf of our neighbors with Ari Investments, now TTL. They presented the 279 unit plan to our neighborhood to achieve an agreement with our HOA to not oppose their development. We have in good faith tried to negotiate this proposed final site plan, only to be flatly denied all requests to protect the HOA and our residents. Their proposal to develop 561 apartments is more than double the original number of units. With this doubled amount of apartments, density is far greater than any other property in the county. It is not in keeping with the zone change request that was presented to Memphis City Council.

Please do not approve this site plan, send them back to the table to formulate a development all Shelby County can agree is workable. Protect Shelby County residents and have the developer honor the planned number of units with which they achieved the zoning change.

Respectfully,  
Bobby Solberg  
Southwind HOA President  
[8672 Classic Drive](#)  
[Memphis, TN 38125](#)

April 10, 2023

Ann Burgess  
3496 Windgarden Cove  
Memphis, TN 38125

Dear Mr. Brett Davis,

I am writing in regard to MJR 2023-13 to provide information and data that explain my opposition to the proposed detailed plan. I appreciate the work you are doing in evaluating the submission and I also thank you for meeting with me in March to discuss my concerns in person.

I want you to know that I support the key elements of the previous plan submitted just last year in MJR 21-45 to obtain a zoning change but not those in MJR 2023-13. My key points are as follows.

- **To obtain the zoning change via MJR 21-45, TTL argued a vastly different plan in front of Shelby County Land Use Control Board, Memphis City Council and neighbors with adjacent properties**
- **The significant differences in the plans presented in MJR 2023-13 and MJR 21-45 are:**
  - Over 100% increase in units – 561 versus 279
  - Density increased to 31.4 units/acre versus 15.6 units/acre
    - This is higher than the max allowed density in multifamily downtown per Unified Code!
    - Parcels are less than 2,000 feet from the Memphis City Limit yet a downtown design is proposed
  - 75% increase in number of buildings – 7 versus 4
  - Almost all buildings are 4 stories whereas previous plan included 2, 3 and 4 story buildings
  - Previous green space was ~40% of property. Current estimate is about 1-2% with very little within complex.
- **TTL uses misleading information in MJR 2023-13 on page 30 because proper use of the data does not support their story**
  - Due to the obvious outlier of 1500 units, accurate analysis of the data would be to use median instead of average. Median yields 334 units for comparison not the overstated 501 units.
  - Furthermore, “number of units” is irrelevant. “Density” is key. The proposed density of 31.4 units/acre is two times the density of nearby RU-3 properties (~15.5 units/acre) and is unlike any other RU-3 property in Shelby County. In fact the 1500 unit complex has a low density of 14 units/acre illustrating further that their submission is truly misleading.
- **TTL uses deceptive calculations and justifications by incorporating parcels that they do NOT OWN and are NOT ZONED RU-3**
  - TTL owns exactly 17.829 acres and only these 17.829 acres have been zoned RU-3 in Tournament Trails
  - No other value of acreage applies to MJR 2023-13
- **TTL has not met the requirement of Item 4 of the recorded declarations for these parcels**

***Please reject MJR 2023-13.***

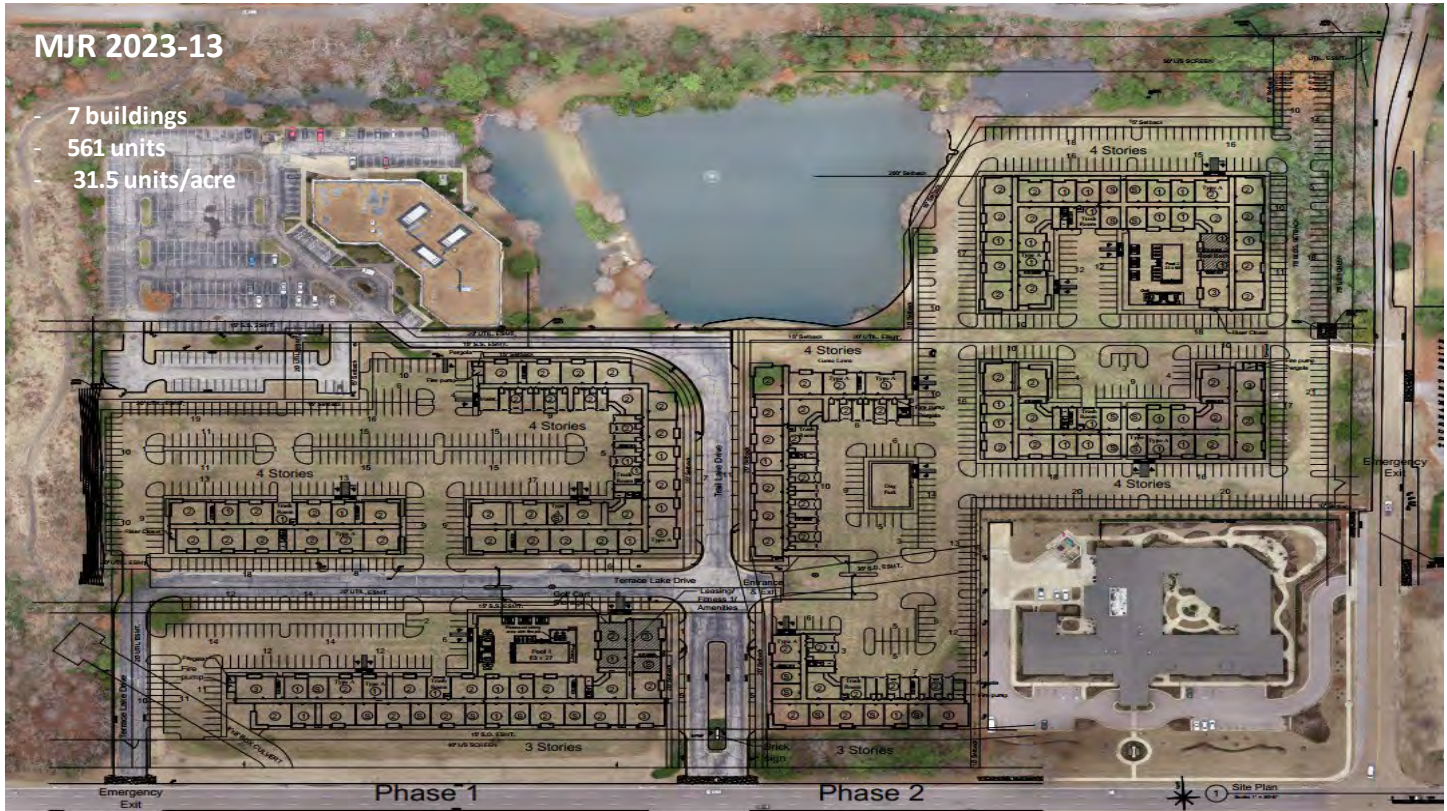
Also, attached please find a file that includes additional data to support the summary information above. I would appreciate it if you would include this detailed information in the staff report along with my letter.

Thank you for your consideration of these extraordinary changes in plan as you evaluate MJR 2023-13.

Sincerely,

Ann Burgess





Parcel information	Acreage / Units / Density	Comments
TTL owns 3 parcels	4.374	
	3.33	Previous location of concept detention pond
	10.125	
<b>Total</b>	<b>17.829 acres</b>	<b>Number used for density calculations</b>
MJR 21-45 detention pond	Located on 3.33 parcel	Pond no longer needed to achieve drainage objectives thereby increasing available acreage for complex by 18.7%
Architectural plans in MJR 2023 are incorrect	Using 18.59 acres	TTL has improperly increased their total acreage by combining TTL owned land with Tournament Trails Center Commercial Property Owner's Association owned land with different zoning
MJR 21-45 concept plan density	15.6 (279 units / 17.829 acres)	Successfully obtained zoning change with the proposed density which is a typical density for RU-3 complexes across entire county
MJR 2023-13 proposed plan density	31.5 (561 units / 17.829 acres)	<ul style="list-style-type: none"> <li>- <b>More than two times the density of the concept plan</b></li> <li>- Greater than High Density Residential District for multifamily (30 units/acre max)</li> <li>- Max RU3 density I found is 22.9</li> </ul>

Prepared by Ann Burgess  
 3496 Windgarden Cove  
 901-734-1256



MJR 2023-13 page 30 is misleading.

“Number of units” is irrelevant

- Use of “average” is incorrect due to outlier
- Instead, use of “median” would be correct
  - Misleading average = 501
  - Median = 334

Applicable, meaningful data should be used instead

- Density (units per acre) is relevant
- Density from 10 nearby complexes
  - Average = 15.5\*
  - Median = 14.7
  - MJR 21-45 = 15.6
  - MJR 2023-13 = 31.4
  - HDR: Max for Multi-family Downtown = 30\*\*
- My review of RU-3 complexes across Shelby County resulted in densities ranging from 8 to 22.9
- Conclusion: The proposed density of 31.4 units/acre is not appropriate for RU-3

Examples from MJR 2023-13	Density (units/acre)	MJR 2023-13 pg. 30	Comments
Fieldstone	11.5 – 14.8	1500	Density ranges based on different phase. High units but low density
Lincoln on the Green	22.9	619	Highest density found for RU complexes
Champion Hills	14.0	264	
Villas at Germantown	14.4	296	
City Place	20.0	398	City Place acreage is 89% of TTL property. If TTL matches density, it would be 356 units
Centennial Gardens	14.1 - 16.8	720	
Preserve at Southwind	16.0	316	
The Westbury (8883 Grand Slam Dr)	14.7	350	
Miller Creek	16.5	330	

\* Used highest number if range within complex based on phases  
 \*\* Page 307 Shelby County Unified Code

Prepared by Ann Burgess  
 3496 Windgarden Cove  
 901-734-1256

Mr. Davis,  
Hello.

I am a resident of Southwind plus a member of the SRPA Board. I have seen first hand what the Board and TTL has discussed. We have made many many concessions and we thought TTL had too. The original concept was to be 279 units. We agreed on height, balconies, use of emergency exits on tournament drive etc. Their new proposal is totally different. The new layout is congested, over done in the land area and has increased to 561 units. As I understand it's density is more than anywhere else in the county.

We believed in this developer with all that was agreed upon. The new proposal is not acceptable and we are hoping you feel the same way. We are asking for this not to be approve.

Thank you,  
Natalie Lefkowitz  
[3228 S. Silverwind Cove](#)  
[Memphis, TN 38125](#)

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**NATALIE LEFKOWITZ**  
**901.355.4599**

Greetings,

My name is Beverly W. McCraw. I am a resident of Southwind at 3178 N. Avenel Cove.

I am writing to let you know that I am not in favor of the proposed design plan for the apartment complex behind Southwind, which is a beautiful residential community.

The original design plan was for an apartment complex with 2-story buildings adjacent to Southwind. However, that plan has been changed to 4-story buildings adjacent to Southwind. The erection of these 4-story buildings with full sides facing Southwind will be in clear view of many Southwind homeowners.

Another discrepancy from the original design plan and the proposed design plan is the number of apartment units, which is more than 2 times in number....561 units vs. 279 units. This high density is very concerning to me.

This will be a massive apartment complex with a shortage of green space. Most importantly it is NOT the design plan that was submitted in order to get the change in zoning. Actually, it is not even close to matching the submitted plan at the time of the zoning change.

I know that growth in a community is very important. However, I am opposed to the submission of one design plan; yet, the proposal of an entirely different design plan. This action seems both deceptive and misleading to me.

Thank you for letting me express my views & opinions on this very important matter that will affect our community.

Sincerely,  
Beverly W. McCraw

4/10/2023

Mr. Brett Davis  
Staff Planner  
Planning & Zoning Committee  
125 N Main Street Memphis, TN 38103  
Brett.Davis@memphistn.gov

Dear Mr. Davis:

I am a homeowner on Southwind Drive and am writing to oppose the approval of the new site plan, MJR 2023-13. I am opposed to the new plan for the following reasons and would ask the committee not approve the new amended plan.

1. The new plan is significantly different from the approved plan. The major modifications appear to create an entirely new plan that has no resemblance to the original plan: the number of apartments should match the plan that was submitted for the zoning change this proposal are different structures in many respects and creates undue burden on homeowners within the Southwind community and especially for us along Southwind Drive.
2. Line of sight issues for Southwind drive residents. We appreciated the original plan's consideration of the aesthetics and line of sight for our community by limiting the original plan to 2 stories for buildings facing Southwind Drive. The new plan is oriented so it is no longer simply end caps facing Southwind houses rather full sides of buildings with 4 stories and creates structures that tower above existing structures on Southwind drive; our hedges and existing trees along Southwind Drive will not block such tall structures. It is not reasonable to have such large structures facing our homes.
3. The amount of population density created by the additional apartments is out of line with our community, the amount of noise, traffic and congestion will be problematic with the new plan that doubles the number of apartments from the original plan.

Respectfully,



Larry Foster  
8668 Southwind Drive  
Memphis, TN 38125  
ljfoster@outlook.com  
901-288-5002

Mr. Davis:

My name is Virginia Costa and I am a resident of Southwind subdivision. I respectfully request that you oppose the site-planned 561 apartments for the project above.

- The proposed plan is significantly different from the design presented to gain a zoning change in MJR 21-45
- The number of units have more than doubled, from 279 to 561
- Density is now two times the original plan in MJR 21-45
- The plan provided at the time of zoning change was 15.5
- A shortage of green space
- The developer has not provided a design that minimizes the line of sight along Tournament Drive overlooking Southlinks Cove and Southwind Dr.  
The design is now 4 stories instead of 2 and instead of end caps facing Southwind houses it is full sides of the buildings

The number of apartments should match the plan that was originally submitted for zoning change. If the plans submitted to achieve a zoning change were completely different after the fact than originally submitted, why go through the process?

Thank you in advance for your time and consideration.

Sincerely,

V Costa  
3221 Club Breeze  
Memphis, TN 38125  
901-484-3258

Dear Mr. Davis

As concerned residents of Southwind, we are disheartened that the new proposal is far different from the design presented re: MJR 21-45. It doubles the number of units resulting in a density higher than the city of Memphis. Additionally this design doubles the number of stories relative to the original proposal. All said this would result in an absence of green space, not to mention line of sight issues. We feel the number of apartments should responsibly match the plan used to achieve the zoning change.

Thank you for consideration.

Yours truly,  
Charles and Nancy Gordon  
[3237 S Silverwind Cove](#)  
[Memphis, Tn. 38125](#)

Dear Brett Davis:

I hope this letter finds you well. As a homeowner at 8708 Southwind Drive, this proposed development by TTL directly affects our household's welfare and the safety of our neighborhood. I'm writing to express serious concerns about the significant design changes.

The new plan deviates significantly from the original design presented during the MJR 21-45 zoning change. Notably, the number of units has more than doubled from 279 to 561 and the density likewise doubled. This increase in density—from 15.6 to 31.4—significantly surpasses the typical density of RU-3 apartments, which is 15.5. Such a dramatic increase not only places undue strain on our local infrastructure but could also negatively impact our quality of life. These changes might, in turn, result in lower assessed property taxes and revenues for the County.

The proposed reduction in green space, coupled with the change from 2-story to 4-story buildings overlooking Southlinks Cove and Southwind Drive, disrupts the character and tranquility of our neighborhood. Furthermore, the increased building height raises safety concerns, specifically the potential for stray bullets entering our residential area. Having managed a 200+ unit apartment building for over 13 years, I have personally witnessed the consequences of both accidental and intentional weapon discharges.

In conclusion, I respectfully request the number of apartments to match the original plan used for the zoning change, and I urge TTL to revise their proposal in line with the initial commitments and the above suggestions.

Thank you for your attention to this important matter.

Sardorbek Umarov  
8708 Southwind Drive,  
Memphis, TN 38125



Date: May 24, 2023

To: Mr. Brett Davis, Principal Planner  
Memphis and Shelby County Division of Planning and Development

From: Ann Burgess  
3496 Windgarden Cove  
Memphis, TN 38125

Topic: MJR 23-13

Dear Brett,

After attending the Shelby County Land Use Control Board (SCLUCB) meeting on May 11 and speaking in opposition to MJR 23-13, I am formally appealing the decision of SCLUCB that was the approval of the final design plan with staff conditions per the staff report presented at the meeting.

Please let me know if you have any questions or need additional information from me.

Sincerely,

Ann Burgess

July 7, 2023

MJR 23-13: Appeal to Memphis City Council

Growth is very exciting for everyone in Memphis and last year, Memphis City Council approved a zoning change switching out restaurant for apartment based on a plan presented by a Virginia developer that included a 279 unit complex on 17.8 acres (MJR 21-45). The developer presented the 279 unit plan to Shelby County Land Use Control Board, to Memphis City Council and to neighbors during an in-person neighborhood meeting to garner support. Memphis City Council liked the plan and approved the change. Neighbors agreed with the plan with conditions outlined and agreed to by the developer as discussed during the Memphis City Council meeting last year.

The developer has now completely changed the plan and has increased the number of apartments significantly. DPD did not approve of the extensive increase of almost two times the units and recommended approval of a plan with conditions including a maximum of 500 units. The 500 unit proposal is still significantly higher than what Memphis City Council approved last year. We respectfully request that the original plan of 279 units be approved again by Memphis City Council. Specifically, we request Memphis City Council's approval with the following additional conditions to those already in the staff report:

- Maximum number of units of 279 (density of 15 units/acre)
- Require the applicant to maintain 2-story buildings on the north and east sides of the property per the current plan submitted
- Require the applicant to move the first responder emergency access closer to Winchester by modifying building locations and orientation
- Place "No Parking" signs on both sides of Tournament Drive

**NOTICE TO INTERESTED OWNERS OF PROPERTY  
(APPEAL OF LAND USE CONTROL BOARD ACTION)**

You will take notice that a public hearing will be held by the Council of the City of Memphis, Tennessee, meeting in session in the Council Chambers, First Floor, City Hall, 125 North Main Street, Memphis, Tennessee 38103, on Tuesday, August 8, 2023, at 3:30 p.m., in the matter of granting an application for an appeal of the decision made by the Memphis and Shelby County Land Use Control Board, as follows:

**CASE NUMBER:** MJR 23-13 (PD 94-356 CC CORRES.)  
**LOCATION:** 3581 Tournament Dr. S. and two adjacent parcels  
**COUNCIL DISTRICTS:** District 2 and Super District 9  
**APPELLANT:** Ann Burgess  
**EXISTING ZONING:** Conservation Agriculture within PD 94-356 CC  
**REQUEST:** Amend the conditions of approval of the Memphis and Shelby County Land Use Control Board, including the reduction of the maximum number of permitted dwelling units from 500 to 279  
**AREA:** 17.8 acres

The Division of Planning and Development recommended: *Approval with conditions*

The Land Use Control Board: *Approved with conditions*

**NOW, THEREFORE,** you will take notice that on Tuesday, August 8, 2023, at 3:30 p.m., the Council of the City of Memphis, Tennessee, will be in session at the City Hall, Council Chambers, 125 North Main Street, Memphis, Tennessee 38103, to hear remonstrances or protests against the making of such changes; such remonstrances or protests must be by personal appearances, or by attorneys, or by petition, and then and there you will be present if you wish to remonstrate or protest against the same.

This case will also be considered at the Planning and Zoning Committee on the same day with the specific time to be determined prior to the meeting date and posted on the City of Memphis' website.

**THIS THE \_\_\_\_\_, \_\_\_\_\_**

**MARTAVIUS JONES**  
***CHAIRMAN OF COUNCIL***

**ATTEST:**

**WALTER PERSON**  
***CITY COMPTROLLER***

---

**TO BE PUBLISHED:**



# Vicinity Map



8700 Trail Lake LLC  
102 Woodmont Boulevard, Ste. 100  
Nashville, TN 37205-2216

Askew Graham W And Candace M Phillips  
3595 Southlinks Cove  
Memphis, TN 38125-0758

Barksdale Brian K  
8724 Southwind Drive  
Memphis, TN 38125

Belz Investco Gp  
P O Box 3661  
Memphis, TN 38173-0661

Bingham Rosie P & John J Davis  
8738 Southwind Drive  
Memphis, TN 38125-0751

Champion Hills Realty Holdings LLC  
6389 N. Quail Hollow Road, Ste. 201  
Memphis, TN 38120-1427

Clifton Maida  
P O Box 383288  
Germantown, TN 38183-3288

Cummings Street Missionary Baptist  
8800 Winchester Road  
Memphis, TN 38125-8229

Dellinger Hubert L  
8678 Southwind Drive  
Memphis, TN 38125-0749

Duffy Michael B & Carol A  
8756 Southwind Drive  
Memphis, TN 38125-0751

Buatt Hunter F & Cathy L  
8698 Southwind Drive  
Memphis, TN 38125-0749

Foster Larry & Sherri  
8668 Southwind Drive  
Memphis, TN 38125-0749

Frogge Renee & John  
8718 Southwind Drive  
Memphis, TN 38125-0751

Frontier Exchange Landlord Group LLC  
4500 Dorr Street  
Toledo, OH 43615-4040

Galdieri Michael And Diana Galdieri  
8614 Southwind Drive  
Memphis, TN 38125-0749

Shaffer Properties LLC  
5521 Murray Ave  
Memphis, TN 38119-3717

Klayman Jeffrey S  
8744 Southwind Drive  
Memphis, TN 38125-0751

Kwoka Ronald J Living Trust  
8688 Southwind Drive  
Memphis, TN 38125-0749

McGee Tracy R  
3585 Southlinks Cove  
Memphis, TN 38125-0758

McLaughlin James W And Bobbie W  
8664 Southwind Drive  
Memphis, TN 38125-0749

Mims Mario  
3726 Classic Drive  
Memphis, TN 38125-0755

Mjn Lr Trust And Rjn Lr Trust  
8648 Southwind Drive  
Memphis, TN 38125-0749

Perisho Bret L & Rebecca B V  
8674 Southwind Drive  
Memphis, TN 38125

Perrin James R Jr. & Mary S  
8638 Southwind Drive  
Memphis, TN 38125-0749

Pierami Gertrude A  
8712 Southwind Drive  
Memphis, TN 38125-0751

Riikola Robert W & Patricia M  
8654 Southwind Drive  
Memphis, TN 38125-0749

Shaban Nejad Arash  
8644 Southwind Drive  
Memphis, TN 38125-0749

Smith Matthew C  
358 Providence Boulevard  
Macon, GA 31210-9706

Southwind Residential Properties  
3520 Piedmont Road, Ste. 120  
Atlanta, GA 30305-1517

Tomlinson William & Sally  
3605 Southlinks Cove  
Memphis, TN 38125-0758

Tournament Trails Center Commercial  
6363 Poplar Avenue, Ste. 400  
Memphis, TN 38119

Tyler Vivian D  
8728 Southwind Drive  
Memphis, TN 38125-0751

Umarow Indira And Sardor Umarov  
8708 Southwind Drive  
Memphis, TN 38125

Westbrooks Living Trust  
8694 Southwind Drive  
Memphis, TN 38125-0749

Williams John M And Shirley H Williams  
212 Eagle Drive  
Miramar Beach, FL 32550-4854

Woldeslassie Solomon  
8750 Southwind Drive  
Memphis, TN 38125

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
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SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

TTL Development LLC  
12406 Hogans Alley  
Chester, VA 23836

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Chester, VA 23836

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12406 Hogans Alley  
Chester, VA 23836

August 17, 2023

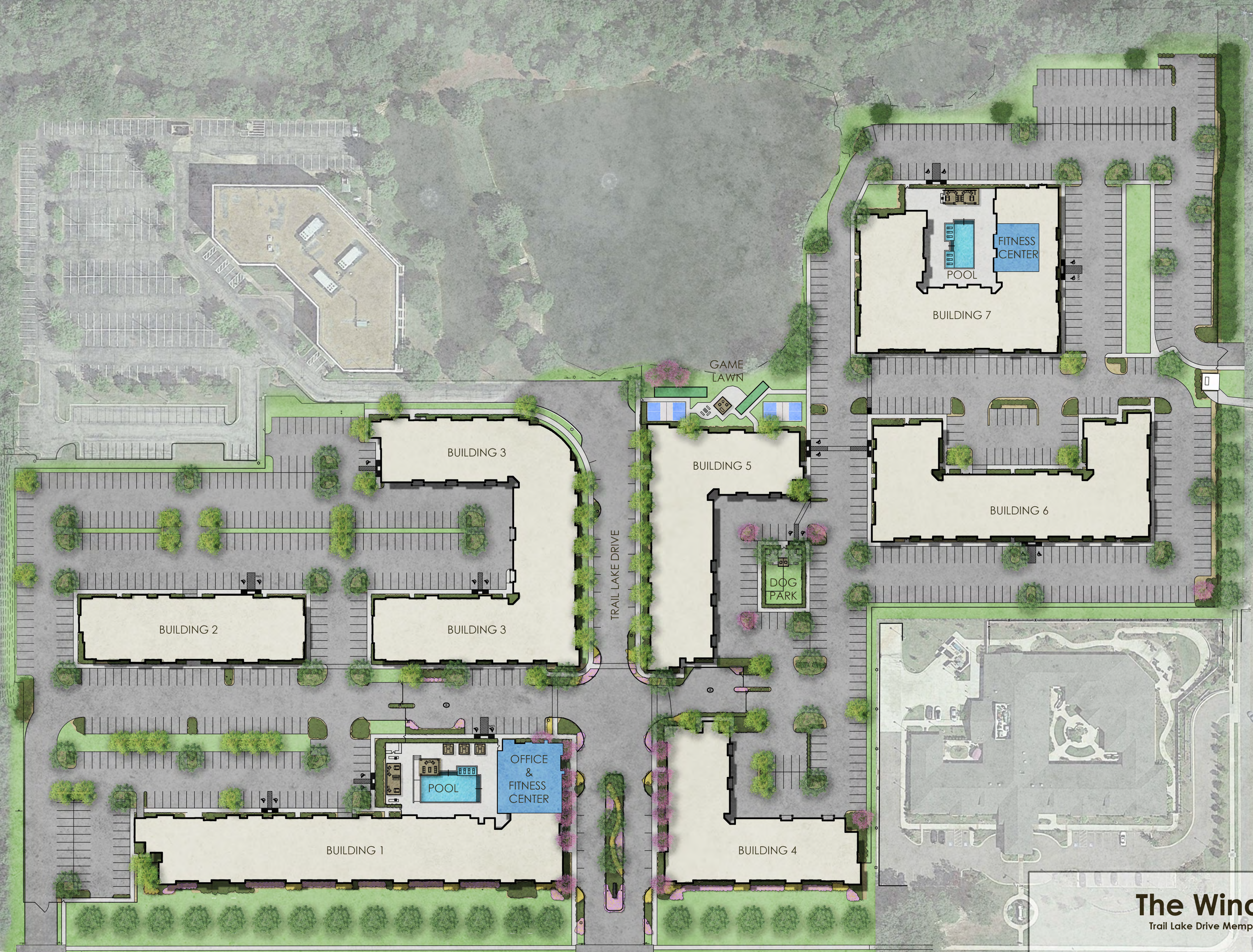
MJR 23-13: Appeal to Memphis City Council

On April 19, 2022 Memphis City Council approved a zoning change per MJR 21-45. **The Resolution approving the change in zoning states** “that the owner may re-record the outline plan in accordance with this resolution and the provisions of Section 9.6.11 of the Unified Development Code; and that said re-recorded outline plan shall bind the owner, mortgagee, if any, and the Council with respect to the contents of said plan”. The resolution also includes a copy of a 279 unit plan and attests the following: I hereby certify that the forgoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on April 19, 2022. All further references to “Resolution” refers to this April 19, 2022 Memphis City Council Resolution.

Growth is very exciting for everyone in Memphis and last year, Memphis City Council approved a zoning change switching out restaurant for apartment based on a plan presented by a Virginia developer that included a 279 unit complex on 17.8 acres (MJR 21-45). The developer presented the 279 unit plan to Shelby County Land Use Control Board, to Memphis City Council and to neighbors during an in-person neighborhood meeting to garner support. Neighbors agreed with the plan with conditions outlined and agreed to by the developer in a Declaration of Covenants as discussed during the April 19, 2022 Memphis City Council meeting and recorded with the State of Tennessee, County of Shelby on August 1<sup>st</sup>, 2022.

The developer has now completely changed the plan and has increased the number of apartments significantly. DPD did not approve of the extensive increase requested of almost two times the units and recommended approval of a plan with conditions including a maximum of 500 units. The 500 unit proposal is significantly higher than what Memphis City Council approved last year as stated in the Resolution. We respectfully request that the original plan of 279 units included as a part of the Resolution for the zoning change be approved again by Memphis City Council. Specifically, we request Memphis City Council’s approval with the following conditions to those already in the staff report for MJR 23-13:

- Maximum number of units of 279
- Maximum of four buildings
- Units must match those contained in the Resolution: 87 one bedroom units, 136 two bedroom units, 56 three bedroom units
- Require the applicant to maintain the building stories as specified in the plan in the Resolution
- Because the new drainage study eliminates the need for a detention pond, move Building 3 onto the parcel that was originally selected for the detention pond
- Require the applicant to design the orientation of buildings with end caps facing north and east as shown on the plan in the Resolution and stated by developer during public hearings in 2022
- Require the applicant to move the first responder emergency access close to Winchester Road by modifying building locations as needed in order for applicant to adhere to recorded Declarations, Section 4
- Require applicant use Class A luxury building materials, fixtures and finishes according to the Declarations recorded with Shelby County and as stated during discussion of MJR 21-45
- Require that no common areas such as pools, grills, game lawn or dog park openly face north or east as matches the plan in the Resolution
- Applicant must submit a detailed final design plan for review by DPD implementing the above requirements and per the Resolution as no such plan has been submitted for re-recording
- Place “No Parking” signs on both sides of Tournament Drive
- All elements of the Declaration of Covenants other than those defined explicitly in the above conditions and on the plan in the Resolution on April 19, 2022 must be adhered to



Scale in Feet  
 0' 50'  
 North  
 Scale: 1"=50'  
 Original Sheet Size: 24"x36"

# The Windover

Trail Lake Drive Memphis, TN 38125

**Shapiro & Company**  
 architects p c

**BPD**  
 BLAIR PARKER DESIGN  
 landscape architecture | interior master planning  
 www.blairparkerdesign.com  
 901.767.6555

**Ari**  
 Investment

**CITY OF MEMPHIS  
COUNCIL AGENDA CHECK OFF SHEET**

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 08/22/2023**

*DATE*

**PUBLIC SESSION: 08/22/2023**

*DATE*

**ITEM (CHECK ONE)**

       ORDINANCE      X   RESOLUTION           REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a special use permit for vehicle repair at 611 N. Holmes St., known as case number SUP 2023-015

**CASE NUMBER:** SUP 2023-015

**LOCATION:** 611 N. Holmes St.

**COUNCIL DISTRICTS:** District 5 and Super District 9

**OWNER:** Indybelle Partners, GP

**APPLICANT:** Yadir and Aracely Rodriguez

**REQUEST:** Special use permit for vehicle repair

**AREA:** ?

**RECOMMENDATION:** The Division of Planning and Development recommended: *Approval with conditions*  
The Land Use Control Board recommended: *Approval with conditions*

**RECOMMENDED COUNCIL ACTION:** **Public Hearing Not Required**  
Hearing – August 22, 2023

**PRIOR ACTION ON ITEM:**

<u>(1)</u>	APPROVAL - (1) APPROVED (2) DENIED
<u>08/10/2023</u>	DATE
<u>(1) Land Use Control Board</u>	ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

<u>(2)</u>	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
<u>\$</u>	AMOUNT OF EXPENDITURE
<u>\$</u>	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

<u>\$</u>	OPERATING BUDGET
<u>\$</u>	CIP PROJECT # _____
<u>\$</u>	FEDERAL/STATE/OTHER _____

**ADMINISTRATIVE APPROVAL:**

	<u>DATE</u>	<u>POSITION</u>
_____	_____	PRINCIPAL PLANNER
_____	_____	DEPUTY ADMINISTRATOR
_____	_____	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY
_____	_____	<b>CHIEF ADMINISTRATIVE OFFICER</b>
_____	_____	<b>COMMITTEE CHAIRMAN</b>



## Memphis City Council Summary Sheet

### SUP 2023-015

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY  
UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR  
AT 611 N. HOLMES ST., KNOWN AS CASE NUMBER SUP 2023-015

- This item is a resolution, with conditions, for a special use permit for vehicle repair.



## **LAND USE CONTROL BOARD RECOMMENDATION**

At its regular meeting on **Thursday, August 10, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

<b>CASE NUMBER:</b>	SUP 2023-015
<b>LOCATION:</b>	611 N. Holmes St.
<b>COUNCIL DISTRICTS:</b>	District 5 and Super District 9
<b>OWNER:</b>	Indybelle Partners, GP
<b>APPLICANTS:</b>	Yadir and Aracely Rodriguez
<b>REQUEST:</b>	Special use permit for vehicle repair
<b>EXISTING ZONING:</b>	Commercial Mixed Use – 1
<b>AREA:</b>	?

---

**The following spoke in support of the application:** No one

**The following spoke in opposition to the application:** No one

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions, as written below.

**The motion *passed* by a vote of 8-0 on the consent agenda.**

### **RECOMMENDED CONDITIONS**

1. The existing wood slat fence along the Holmes frontage shall be removed and replaced with a wall or sight-proof wood fence. Any existing chain link fencing or gate shall be removed, and no such material shall be permitted. (Note that all new fencing requires building permits.)
2. Any sidewalk and curb cut in disrepair shall be repaired or replaced to meet local standards.
3. Any nonconforming signage shall be removed.
4. No goods or vehicles awaiting repair may be stored in front of the structure. All storage shall be interior or to the rear of the structure.
5. Any vehicular access gate shall comply with queuing standards, or else remain open at all times during business hours.
6. A type A tree shall be planted in the front lawn.
7. A minimum of four off-site parking spaces shall be provided, rather than the provisional minimum.

**RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT FOR VEHICLE REPAIR AT 611 N. HOLMES ST., KNOWN AS CASE NUMBER SUP 2023-015**

---

**WHEREAS**, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a special use permit for certain stated purposes in the various zoning districts; and

**WHEREAS**, Yadir and Aracely Rodriguez filed an application with the Memphis and Shelby County Division of Planning and Development requesting a special use permit for vehicle repair; and

**WHEREAS**, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives, and standards for special use permits as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and consistency of the design and amenities with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

**WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on August 10, 2023, and said Board has submitted its recommendation concerning the above considerations to the Council of the City of Memphis; and

**WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

**NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS**, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a special use permit is hereby granted for the requested use subject to the attached conditions.

**BE IT FURTHER RESOLVED**, that this permit merely authorizes the filing of applications to acquire a Certificate of Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Occupancy be granted until all conditions imposed by the Council of the City of Memphis have been met.

**BE IT FURTHER RESOLVED**, that this Resolution take effect from and after the date it shall have been passed by this Council of the City of Memphis, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of passage thereof by the Council of the City of Memphis, the public welfare requiring same.

## CONDITIONS

1. The existing wood slat fence along the Holmes frontage shall be removed and replaced with a wall or sight-proof wood fence. Any existing chain link fencing or gate shall be removed, and no such material shall be permitted. (Note that all new fencing requires building permits.)
2. Any sidewalk and curb cut in disrepair shall be repaired or replaced to meet local standards.
3. Any nonconforming signage shall be removed.
4. No goods or vehicles awaiting repair may be stored in front of the structure. All storage shall be interior or to the rear of the structure.
5. Any vehicular access gate shall comply with queuing standards, or else remain open at all times during business hours.
6. A type A tree shall be planted in the front lawn.
7. A minimum of four off-site parking spaces shall be provided, rather than the provisional minimum.

***ATTEST:***

**CC: Division of Planning and Development  
– Land Use and Development Services**

AGENDA ITEM: 15

CASE NUMBER: SUP 2023-015  
L.U.C.B. MEETING: August 10, 2023

LOCATION: 611 N. Holmes St.

COUNCIL DISTRICT: District 5 and Super District 9

OWNER: Indybelle Partners, GP

APPLICANT: Yadir and Aracely Rodriguez

REQUEST: Special use permit for vehicle repair

AREA: ?

EXISTING ZONING: Commercial Mixed Use – 1

## CONCLUSIONS

1. Yadir and Aracely Rodriguez have requested a special use permit for vehicle repair at 611 N. Holmes St.
2. The site was used for vehicle repair in the past but has lost any legal nonconforming status.
3. Staff finds that the proposed use is in keeping with the character of the neighborhood and is unlikely to have an undue negative impact on its vicinity.
4. Additionally, since the structure was purpose-built as a vehicle repair facility, there may be a challenge to finding alternative users.
5. Staff notes that the Code requires 35 parking spaces for the proposed use, given its 7 repair bays. Staff is comfortable approving an alternative parking plan via the special use permit given the fact that the site has already been built out as is.
6. For these reasons, staff is recommending approval. Staff also recommends certain conditions, including the replacement of fencing and any sidewalk in disrepair, as well as the requirement that no storage be allowed in front of the structure.

## CONSISTENCY WITH MEMPHIS 3.0

The Dept. of Comprehensive Planning found that this request was *inconsistent* with the Memphis 3.0 General Plan (see pp. 14-16). However, land use staff has determined, in a differing opinion, that the request is consistent given adjacent land uses (vehicle sales to north, tool rental to west, and raised highway to south).

## RECOMMENDATION

*Approval with conditions*

**GENERAL INFORMATION**

**Street Frontage:** N. Holmes St. (Minor Arterial)  
Broad Ave. (Major Collector)

*\*The exact frontage lengths are not known because no survey or dimensioned site plan was submitted.*

**Zoning Atlas Page:** 2035

**Parcel ID:** 044037 00011

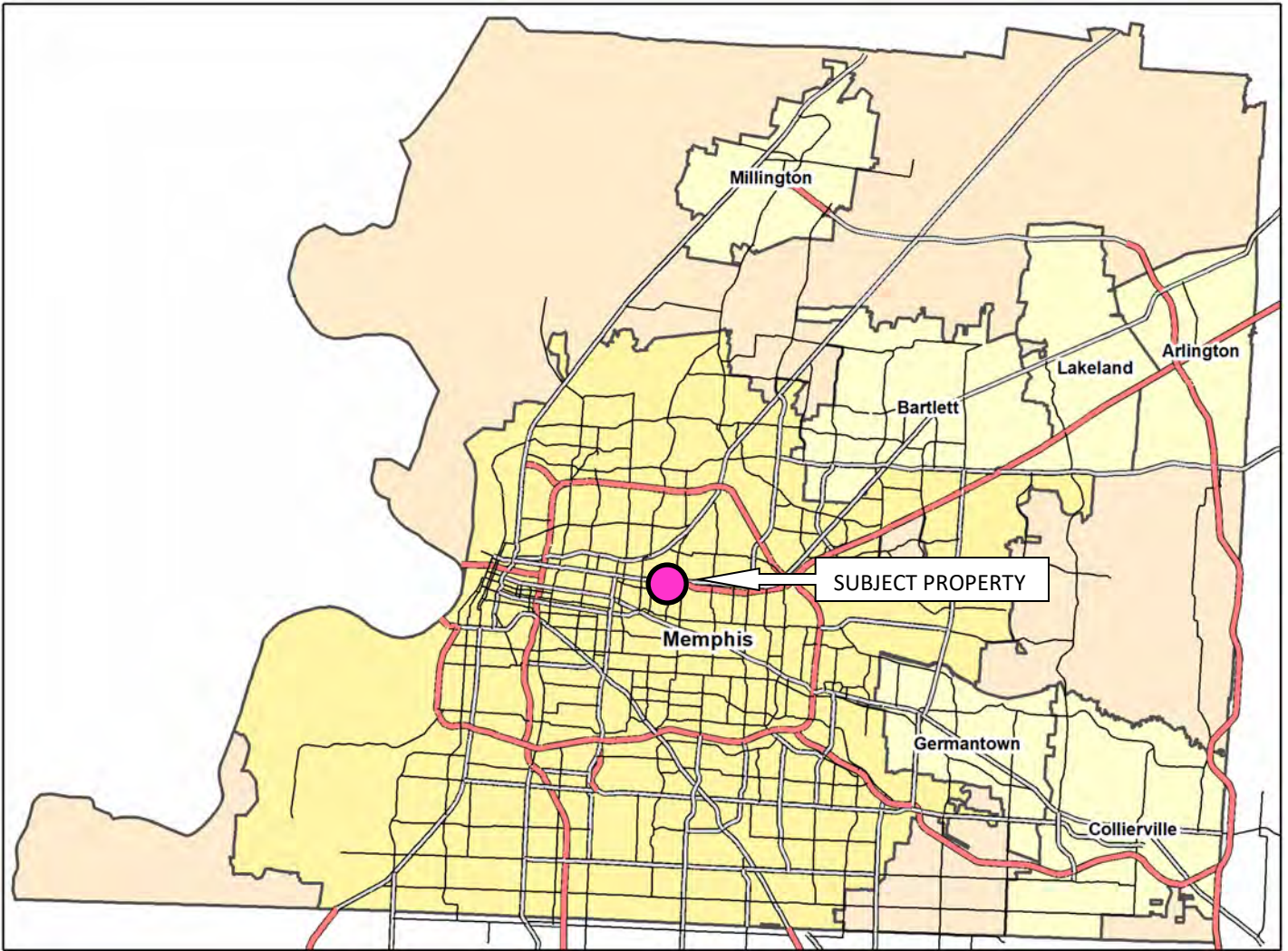
**NEIGHBORHOOD MEETING**

The required neighborhood meeting was held on site on Monday, July 31, 2023, at 6 p.m.

**PUBLIC NOTICE**

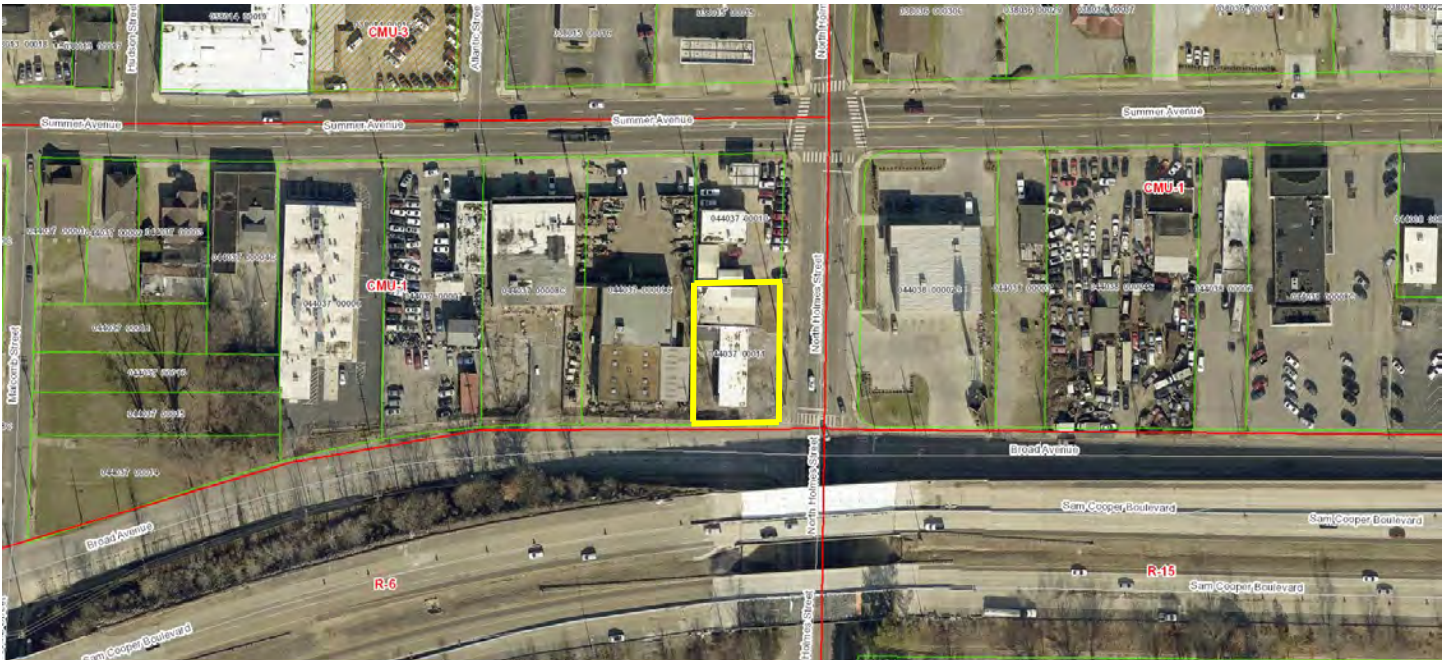
In accordance with Sub-Section 9.3.4A of the Unified Development Code, notice of public hearing is required to be mailed and posted. 40 notices were mailed on July 27, 2023, and two signs posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located within Binghampton neighborhood

**SATELLITE PHOTO WITH ZONING**



**Existing Zoning:** Commercial Mixed Use – 1

**Surrounding Zoning**

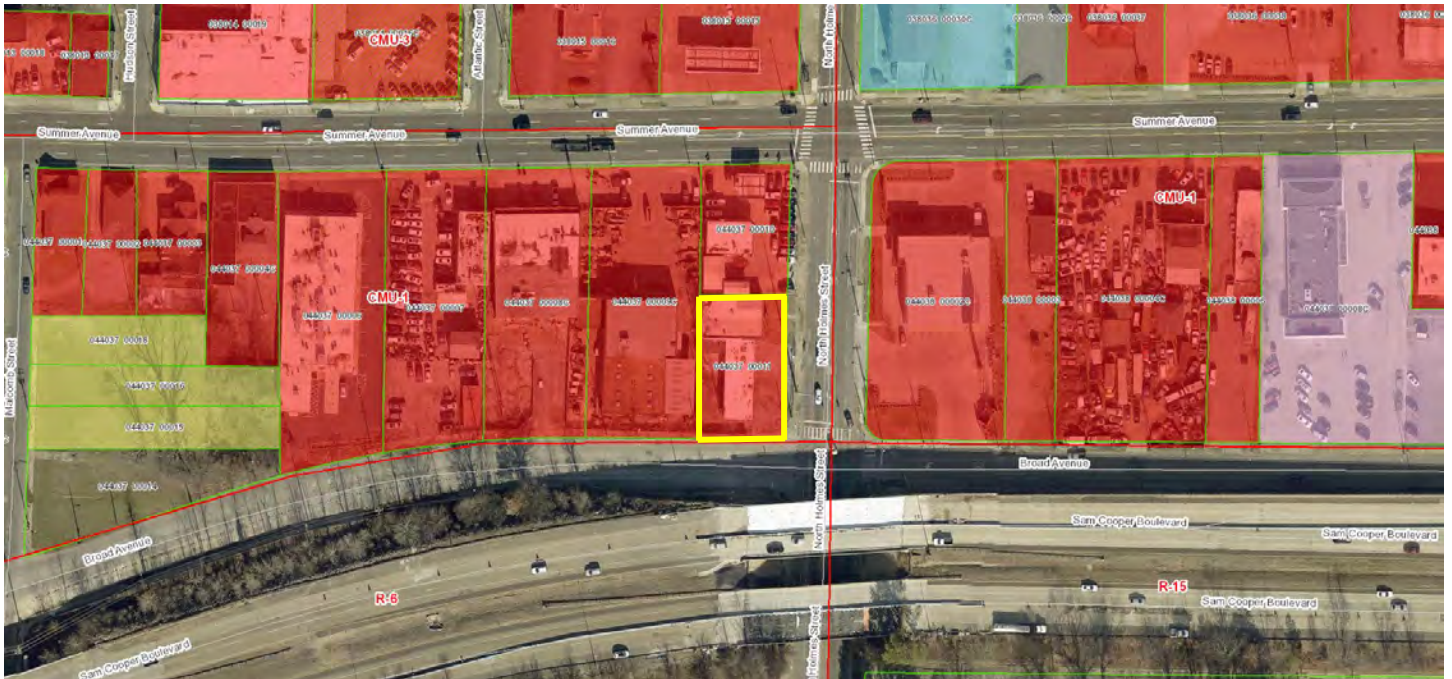
**North:** Commercial Mixed Use – 1











**East:** Commercial Mixed Use – 1

**South:** Residential Single-Family – 6

**West:** Commercial Mixed Use – 1

LAND USE MAP



-  COMMON AREA LAND
-  SINGLE-FAMILY
-  MULTI-FAMILY
-  INSTITUTIONAL
-  COMMERCIAL
-  OFFICE
-  INDUSTRIAL
-  PARKING
-  RECREATION/OPEN SPACE
-  VACANT



**SITE PHOTOS**



View of site from Holmes

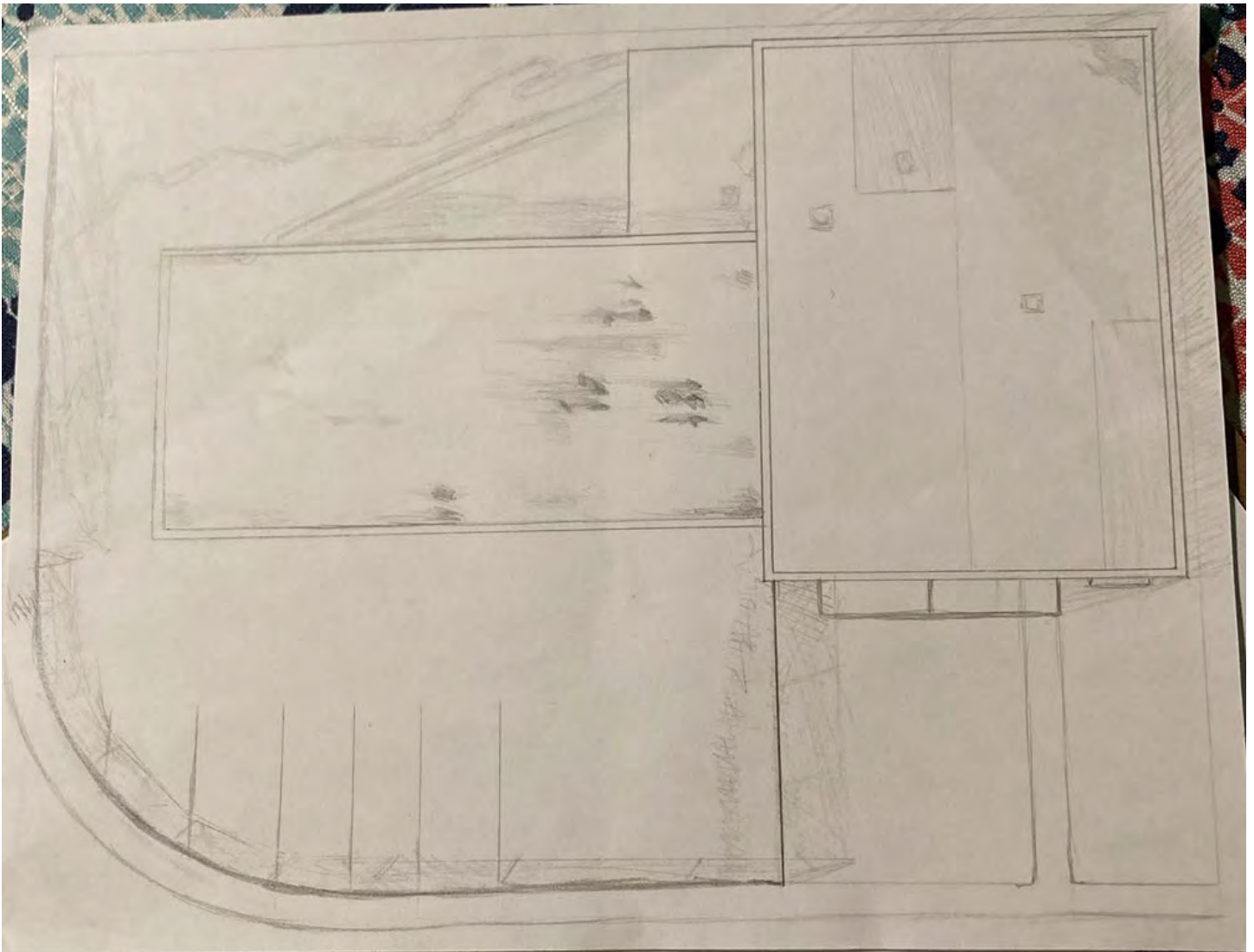


View of site from Broad

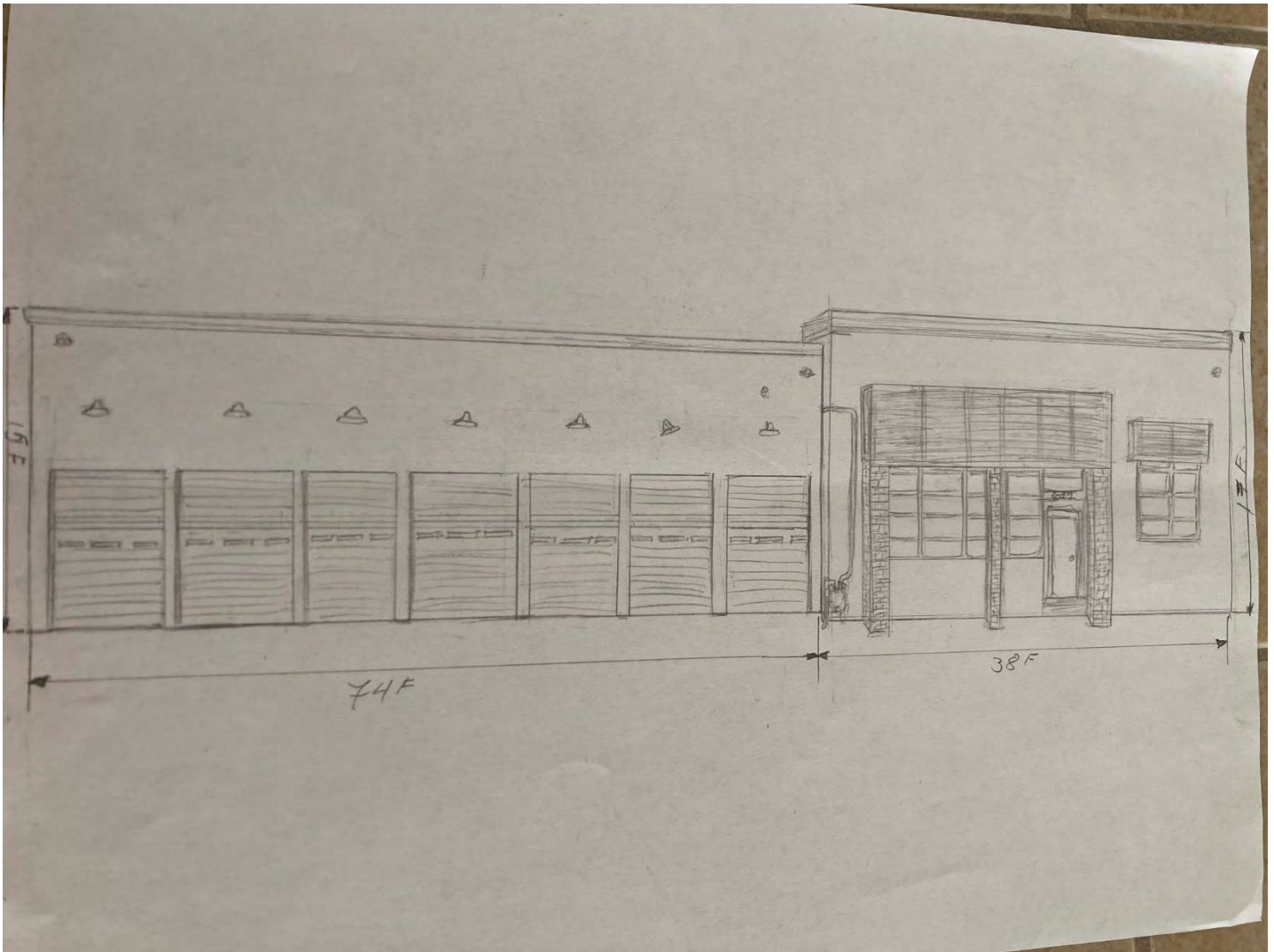


View west down Broad

**SITE PLAN**



**ELEVATION (EXISTING)**



## STAFF ANALYSIS

### Request

The request is for a special use permit for vehicle repair.

The application and letter of intent have been included in this report.

### Approval Criteria

Staff **agrees** the approval criteria in regard to special use permits as set out in Section 9.6.9 of the Unified Development Code are met.

#### *9.6.9 Approval Criteria*

*No special use permit or planned development shall be approved unless the following findings are made concerning the application:*

- 9.6.9A The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.*
- 9.6.9B The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.*
- 9.6.9C The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.*
- 9.6.9D The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.*
- 9.6.9E The project complies with all additional standards imposed on it by any particular provisions authorizing such use.*
- 9.6.9F The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character of existing standards for development of the adjacent properties.*
- 9.6.9G The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to insure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.*
- 9.6.9H Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.*

### **Conclusions**

Yadir and Aracely Rodriguez have requested a special use permit for vehicle repair at 611 N. Holmes St.

The site was used for vehicle repair in the past but has lost any legal nonconforming status.

Staff finds that the proposed use is in keeping with the character of the neighborhood and is unlikely to have an undue negative impact on its vicinity.

Additionally, since the structure was purpose-built as a vehicle repair facility, there may be a challenge to finding alternative users.

Staff notes that the Code requires 35 parking spaces for the proposed use, given its 7 repair bays. Staff is comfortable approving an alternative parking plan via the special use permit given the fact that the site has already been built out as is.

For these reasons, staff is recommending approval. Staff also recommends certain conditions, including the replacement of fencing and any sidewalk in disrepair, as well as the requirement that no storage be allowed in front of the structure.

### **RECOMMENDATION**

Staff recommends ***approval*** with conditions.

### **Conditions**

1. The existing wood slat fence along the Holmes frontage shall be removed and replaced with a wall or sight-proof wood fence. Any existing chain link fencing or gate shall be removed, and no such material shall be permitted. (Note that all new fencing requires building permits.)
2. Any sidewalk and curb cut in disrepair shall be repaired or replaced to meet local standards.
3. Any nonconforming signage shall be removed.
4. No goods or vehicles awaiting repair may be stored in front of the structure. All storage shall be interior or to the rear of the structure.
5. Any vehicular access gate shall comply with queuing standards, or else remain open at all times during business hours.
6. A type A tree shall be planted in the front lawn.
7. A minimum of four off-site parking spaces shall be provided, rather than the provisional minimum.

**DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

**City Engineer:**

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

**Sewers:**

2. City sanitary sewers are available to serve this development.



**Office of Comprehensive Planning:**

**Comprehensive Planning Review of Memphis 3.0 Consistency**

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This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: SUP 23-15: Highland Heights

Site Address/Location: 611 N Holmes St

Overlay District/Historic District/Flood Zone: Not in an Overlay or Historic District or Flood Zone

Future Land Use Designation: Anchor Neighborhood-Mix of Building Types (AN-M)

Street Type: Avenue

*The applicant is requesting a special use permit to allow used tire sales at the subject parcel.*

The following information about the land use designation can be found on pages 76 – 122:

**1. Future Land Use Planning Map**



Red polygon indicates the application site on the Future Land Use Map.

**2. Land Use Description/Intent**

Anchor Neighborhood-Mix of Building Types (AN-M) are walkable neighborhoods within a 5 – 10-minute walk of a Community Anchor. These neighborhoods are made up of a mix of single-unit and multi-unit housing. Graphic portrayal of AN-M is to the right.



### “AN-M” Form & Location Characteristics

ACCELERATE: Primarily detached, single-family house-scale residences of 1-3 stories in height. Attached, house-scale single-family, duplexes, triplexes and quadplexes of 1-3 stories in height permitted on parcels within 200 feet of an anchor and at intersections where the presence of such housing type currently exists. Building-scale large homes and apartments of 2-4 stories in height permitted on parcels within 100 feet of an anchor; at intersections where the presence of such housing type currently exists at the intersection. Other housing and commercial types along avenues, boulevards and parkways as identified in the Street Types Map where same types exist on one or more adjacent parcels.

### “AN-M” Zoning Notes

Generally compatible with the following zone districts: RU-2, RU-3, RU-4, R-SD, R-R, MDR, and CMU-1 when located along avenues, boulevards, and parkways as identified in the Street Types Map, in accordance with Form and characteristics listed above.

### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Commercial, CMU-1

Adjacent Land Use and Zoning: Commercial, Institutional; CMU-1, CMU-3

**Overall Compatibility:** *This requested use is not compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed use is not residential.*

### 3. Degree of Change Map



Red polygon denotes the proposed site in Degree of Change area. The Degree of Change is Accelerate.

### 4. Degree of Change Description

Accelerate areas rely on a mix of primarily private and philanthropic resources along with some public resources to intensify the existing pattern of a place.

*The proposed application is a private investment. However, it will impede future development activity and be a barrier to promoting pedestrian-oriented infill development along the Summer Avenue corridor.*

## **5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities**

The requested use is not consistent with Objective 1.1 – Focus future growth and density in and around Community and Citywide Anchors, Action 1.1.1 – Within anchors and anchor neighborhoods, ensure that zoning designations support, maintain, and encourage walkable, mixed-use infill development. The proposed use is not mixed-use and would negatively effect the walkability of the anchor neighborhood by increasing the intensity of automobile oriented uses.

## **6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations**

N/A

### **Consistency Analysis Summary**

*The applicant is requesting a special use permit to allow used tire sales at the subject parcel.*

*This requested use is not compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed use is not residential.*

*The proposed application is a private investment. However, it will impede future development activity and be a barrier to promoting pedestrian-oriented infill development along the Summer Avenue corridor.*

*The requested use is not consistent with Objective 1.1 – Focus future growth and density in and around Community and Citywide Anchors, Action 1.1.1 – Within anchors and anchor neighborhoods, ensure that zoning designations support, maintain, and encourage walkable, mixed-use infill development. The proposed use is not mixed-use and would negatively affect the walkability of the anchor neighborhood by increasing the intensity of automobile oriented uses.*

*In December 2020, the Memphis and Shelby County Land Use Control Board approved a series of rezonings along Summer Avenue, including the parcel to the immediate east of the subject parcel, resulting in the change of zoning from the higher intensity CMU-3 district to the lower intensity CMU-1 and MU districts. The approval of this special use permit would contradict the intent of the previous rezoning to reduce the intensity of commercial uses along the Summer Avenue corridor.*

**Based on the information provided, the proposal is NOT CONSISTENT with the Memphis 3.0 Comprehensive Plan.**

Summary Compiled by: Brian Mykulyn, Comprehensive Planning.

**APPLICATION FORM**



**Record Summary for Special Use Permit**

**Record Detail Information**

Record Type: Special Use Permit

Record Status: Assignment

Opened Date: June 29, 2023

Record Number: SUP 2023-015

Expiration Date:

Record Name: -

Description of Work: TIRE SHOP

Parent Record Number:

---

**Address:**

611 N HOLMES ST, MEMPHIS 38122

**Owner Information**

Primary Owner Name

Y INDYBELLE PARTNERS

Owner Address

4507 WALNUT GROVE RD, MEMPHIS, TN 38117

Owner Phone

---

**Parcel Information**

044037 00011

---

**Data Fields**

**PREAPPLICATION MEETING**

Name of OPD Planner

RIVER MYERS

Date of Meeting

06/29/2023

Pre-application Meeting Type

-

**GENERAL PROJECT INFORMATION**

Application Type

New Special Use Permit (SUP)

**GENERAL PROJECT INFORMATION**

List any relevant former Docket / Case Number(s) related to previous applications on this site -  
 Is this application in response to a citation, stop work order, or zoning letter No  
 If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information -

**APPROVAL CRITERIA**

A) The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare NO  
 B) The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations N/A  
 UDC Sub-Section 9.6.9C YES  
 UDC Sub-Section 9.6.9D NO  
 UDC Sub-Section 9.6.9E YES  
 UDC Sub-Section 9.6.9F NO

**GIS INFORMATION**

Case Layer , Z03-122/Bing  
 Central Business Improvement District No  
 Class C  
 Downtown Fire District No  
 Historic District -  
 Land Use COMMERCIAL  
 Municipality MEMPHIS  
 Overlay/Special Purpose District -  
 Zoning CMU-1  
 State Route -  
 Lot 0 1  
 Subdivision HOLMES  
 Planned Development District -  
 Wellhead Protection Overlay District No

**Contact Information**

Name YADIR & ARACELY RODRIGUEZ DIAZ Contact Type APPLICANT

Address

Phone

(901)457-9146

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1482414	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	06/29/2023

Total Fee Invoiced: \$500.00

Total Balance: \$0.00

---

**Payment Information**

Payment Amount	Method of Payment
\$500.00	Money Order

**LETTER OF INTENT**

Who may be interested

Our names are Yadir and Aracely Rodriguez  
We are renting in 611 N. Holmes st Memphis TN-  
38122. To open a tire shop and provide  
a service to community  
Service consisting of  
Alignment  
mounting and dismounting New and use tire  
fire balance  
oil change  
and brakes

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, Yadir Arceley, being duly sworn, depose and say that at \_\_\_\_\_ am/pm  
on the 25 day of July, 2023, I posted 2 Public Notice Sign(s)  
pertaining to Case No. SUP at 23-15  
providing notice of a Public Hearing before the (check one):

- Land Use Control Board
- Board of Adjustment
- Memphis City Council
- Shelby County Board of Commissioners

for consideration of a proposed land use action, a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

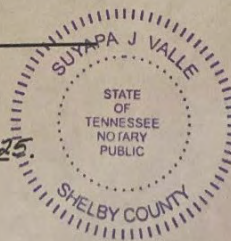
[Signature]  
\_\_\_\_\_  
Owner, Applicant or Representative

08-01-2023  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 1st day of August, 2023.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires: 12-30-2025





**OWNER'S AFFIDAVIT**



City Hall – 125 N. Main Street, Suite 468 – Memphis, Tennessee 38103 – (901) 636-6619

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, Hunter Management LLC \_\_\_\_\_, state that I have read the definition of  
(Print Name) (Sign Name)

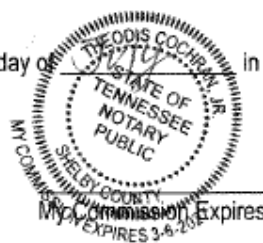
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

- I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
- I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)

of the property located at 611 N. Holmes St. Memphis, TN 38122  
and further identified by Assessor's Parcel Number 044037 00011,  
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 24 day of \_\_\_\_\_ in the year of 2023

[Signature]  
\_\_\_\_\_  
Signature of Notary Public



**LETTERS RECEIVED**

Three letters of opposition were received by the time of publication of this report. They have been pasted below.

Brett,

The Summer Avenue Merchants' Association **STRONGLY** opposes the used tire shop special use permit for 611 North Holmes. We have worked hard to create a family friendly destination location over the years and this type of business goes against our Memphis 3.0 plan and is the reason we downzoned.

Thanks,  
Meghan Medford  
President  
Summer Avenue Merchants' Association

Mr Davis,

I would like to state my opposition to allowing a used tire shop at 611 N. Holmes! The Summer Ave Merchants Association is working tirelessly to improve the condition and appearance of Summer Ave. A used tire shop **DOES NOT** help the neighborhood. Just the opposite will occur. We need more family friendly businesses that attract customers such as coffee shops, boutiques, retail stores and maybe even a medical office. I'm not sure I would even consider a new tire shop as acceptable. There are at least 19 Tire shops within a 2 mile radius of 611 N Holmes.

Please vote against allowing the permit for the used tire shop.

Thank you,  
Debi Reedy  
901.493.8049



Heights CDC  
920 N. Highland St.  
Memphis, TN 38122  
901-730-6902

July 26, 2023

Brett Davis  
Memphis and Shelby County Land Use Control Board  
125 N. Main  
Memphis, TN 38103

**Subject: Opposition to Special Use Permit for Used Tire Sales at 611 N Holmes St.**

Dear Mr. Davis,

We, the staff of the Heights CDC, are writing this letter to express our collective opposition to the application for a special use permit that would allow used tire sales at 611 N Holmes St. All of our staff are also residents of the community. We firmly believe that granting this permit would be detrimental to the neighborhood's vision and values, and we urge the Land Use Control Board to carefully consider the adverse impact it may have on our community. We also ask that the City planners do not recommend this use.

Our community is actively working to create a family-friendly and welcoming neighborhood that promotes safety, health, and a high quality of life for all residents. We firmly believe in fostering an environment where families can thrive and enjoy a peaceful coexistence with businesses that cater to our collective vision. Introducing another used tire shop in close proximity to residential areas, schools, and parks contradicts the very essence of our family-oriented community.

It is vital to acknowledge that the proposed location is already oversaturated with similar businesses. As you may already be aware, there are currently five used tire shops within a one-mile radius of the proposed new location and an astonishing twelve such establishments within a two-mile radius. Adding yet another used tire shop to this already dense concentration is unnecessary and could lead to an unhealthy and unbalanced commercial landscape, potentially affecting property values and overall aesthetics.

Furthermore, this proposed development directly conflicts with the Memphis 3.0 plan. The Memphis 3.0 plan emphasizes the importance of fostering diverse and vibrant neighborhoods with a mix of commercial activities that complement and enhance the community's character. Approving a used tire sales business in this location would be a clear deviation from this vision and undermine the efforts made to implement the comprehensive plan.

***\*Letter continues on next page***

We implore the Land Use Control Board and DPD to carefully consider the long-term consequences of this decision and the implications it will have on our community's well-being. Instead, we encourage the Board to support and promote businesses that align with our community's values, enhance the neighborhood's character, and contribute positively to the quality of life for all residents.

Thank you for taking the time to review our opposition letter. We, as concerned members of the Heights neighborhood, trust that you will make the right decision in the best interest of our community's future.

Sincerely,

Sarah Gilmore  
On behalf of the Staff of the Heights CDC

**From:** [Sarah Gilmore](#)  
**To:** [Davis, Brett](#)  
**Subject:** Re: 611 N Holmes St  
**Date:** Monday, August 7, 2023 3:11:19 PM

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**CAUTION:** This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Hi Mr. Davis,

We were able to attend the special hearing for this property last week. While we are in general still opposed to increasing the number of automotive businesses in our area, after we met the couple seeking to run this particular business and were able to share our hopes for the neighborhood we would like to retract our official opposition letter.

Thanks,  
Sarah

On Thu, Jul 27, 2023 at 8:58 AM Davis, Brett <[Brett.Davis@memphistn.gov](mailto:Brett.Davis@memphistn.gov)> wrote:

Ms. Gilmore,

Thank you for your letter. It has been included in the staff report.

Brett Davis

---

**From:** Sarah Gilmore <[sarah@heightscdc.org](mailto:sarah@heightscdc.org)>  
**Sent:** Wednesday, July 26, 2023 1:27 PM  
**To:** Davis, Brett <[Brett.Davis@memphistn.gov](mailto:Brett.Davis@memphistn.gov)>  
**Subject:** 611 N Holmes St



The CoM Email Security System couldn't recognize this email as this is the first time you received an email from this sender [sarah@heightscdc.org](mailto:sarah@heightscdc.org)

**CAUTION:** This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Hi Mr. Davis,

The Heights CDC is opposed to the used tire shop special use permit for 611 N Holmes.  
Please see the attached letter.

Thank you,

--

Sarah Gilmore  
Director of Community Engagement - Heights CDC  
901.654.8989

--



Sarah Gilmore  
Director of Community Engagement - Heights CDC  
901.654.8989

# **PERSONNEL COMMITTEE**

# City of Memphis



**JIM STRICKLAND**  
MAYOR

TENNESSEE

August 15, 2023

The Honorable Michalyn Easter-Thomas, Chairman  
Personnel, Government Affairs, and Annexation Committee  
City Hall - Room 514  
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

**Stacy Clinton**

be appointed to the Memphis Civil Service Commission with a term expiration date of November 30, 2026.

I have attached biographical information.

Sincerely,

Jim Strickland  
Mayor

JSS/sss



**CIVIL SERVICE COMMISSION**  
**14 Member Board**  
**3 Year Staggered Terms**  
**Oath of Office Required**

The Civil Service Commission conducts hearings to review disciplinary actions, limited to suspensions, dismissals, or demotions of any employees not exempted from the provisions of the Charter and Code.

At least seven (7) of Commissioners shall be licensed attorneys, current or former judges and/or individuals with prior experience as an administrative law judge for any local, state or federal agency

<b>Chris Williams</b>	<b>M/W</b>	<b>11-30-2025</b>	
<b>Jayniece Harris</b>	<b>F/B</b>	<b>11-30-2026</b>	
<b>Sarah Johnson Carter</b>	<b>F/W</b>	<b>11-30-2023</b>	<b>Chair</b>
<b>Vacancy</b>	<b>M/W</b>	<b>11-30-2022</b>	
<b>Vacancy</b>	<b>F/B</b>	<b>11-30-2021</b>	
<b>Laurie Hall</b>	<b>F/W</b>	<b>11-30-2026</b>	
<b>Brandon Ingram</b>	<b>M/B</b>	<b>11-30-2020</b>	
<b>Robert Mebane</b>	<b>M/B</b>	<b>11-30-2022</b>	
<b>Jeffrey Land</b>	<b>M/W</b>	<b>11-30-2022</b>	
<b>Mark Allen</b>	<b>M/B</b>	<b>11-30-2022</b>	
<b>Vacancy</b>	<b>M/B</b>	<b>11-30-2022</b>	
<b>Laurice Smith</b>	<b>F/B</b>	<b>11-30-2022</b>	
<b>Vacancy</b>	<b>F/B</b>	<b>11-30-2020</b>	
<b>Edward L. Vaughn</b>	<b>M/B</b>	<b>11-30-2020</b>	

Updated May 2023



**JIM STRICKLAND**  
**MAYOR**

August 15, 2023

The Honorable Michalyn Easter-Thomas, Chairman  
Personnel, Government Affairs, and Annexation Committee  
City Hall - Room 514  
Memphis, TN 38103

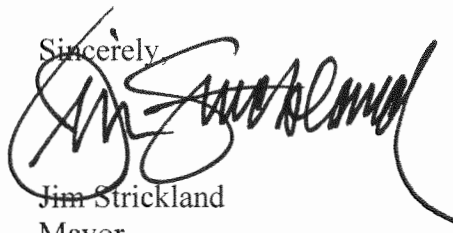
Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

**Tanja Mitchell**

be appointed to the Memphis Housing Authority as a member with a term expiration date of June 30, 2024.

I have attached biographical information.

Sincerely,  
  
Jim Strickland  
Mayor

JSS/sss .

**MEMPHIS HOUSING AUTHORITY BOARD**

**Oath of Office Required**

**7 Member Board**

**5 Year Term**

**Purpose of Board:**

Provides safe and sanitary dwellings to persons of low income at affordable rental rates.

		Term ends:
<b>Justin Bailey</b>	<b>M/B</b>	<b>02-11-27</b>
<b>Michael Boyd MHA Resident</b>	<b>M/B</b>	<b>01-25-23</b>
<b>Dorothy Cleaves</b>	<b>F/B</b>	<b>06-25-23</b>
<b>Vacancy</b>	<b>F/B</b>	<b>06-30-24</b>
<b>Shawna Engel</b>	<b>F/W</b>	<b>06-30-26</b>
<b>Mary W. Sharp</b>	<b>F/B</b>	<b>06-25-26</b>
<b>Shelia Terrell</b>	<b>F/B</b>	<b>06-25-25</b>

**2023 Council Liaison: Rhonda Logan**

Updated 080223

# **EXECUTIVE COMMITTEE**

REFERENDUM ORDINANCE NO. \_\_\_\_\_

A REFERENDUM ORDINANCE TO AMEND, PURSUANT TO [ARTICLE XI, § 9](#) OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), PROVISIONS OF THE CHARTER OF THE CITY OF MEMPHIS, THE SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, RELATIVE TO PARTISAN ELECTIONS FOR THE OFFICES OF MAYOR AND CITY COUNCIL MEMBERS AND TO REPEAL ALL PROVISIONS OF THE CITY’S CHARTER INCONSISTENT WITH THIS AMENDMENT

**WHEREAS**, the Tennessee Code Annotated § 2-13-208, provides that municipal elections shall be nonpartisan unless the municipality's charter specifically permits partisan elections. When a municipality's charter allows partisan elections, political parties may nominate candidates for municipal office by using the primary election provisions of Title 2 of Tennessee Code Annotated (the “Election Code”) or as otherwise authorized by the rules of the party; and

**WHEREAS**, it is deemed advisable and in the best interest of the citizens of the City of Memphis that the City of Memphis Charter be amended by ordinance as provided by [Article XI, Section 9](#) of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of permitting partisan elections for the Offices of the Mayor and Memphis City Council Members.

[Section 1](#). Proposed Amendment Authorized.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESEE**, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on August 1, 2024, and which shall be held at least sixty (60) days after such publication.

[Section 2](#). Publication of Home Rule Amendment as required by Tennessee Constitution.

**BE IT FURTHER ORDAINED**, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

[Section 3](#). Certification and Delivery to Election Commission.

**BE IT FURTHER ORDAINED**, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general State election on August 1, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

[Section 4.](#) Proposal and preference.

**BE IT FURTHER ORDAINED,** That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 1st day of August, 2024, which question shall read as follows:

“ Shall the Charter of the City of Memphis be amended to read:

‘ Elections for the Offices of Mayor and Memphis City Council Members shall be partisan, such that political parties, including but not limited to the Democratic and Republican parties, may nominate candidates for the offices of Mayor and Memphis City Council Members by using the primary election provisions of the Tennessee Election Code or as otherwise authorized by the rules of the party. All provisions of the Charter that are inconsistent with this charter amendment are repealed.’ ?

*I, Shirley Ford, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.*

FOR THE AMENDMENT	(YES) _____
AGAINST THE AMENDMENT	(NO) _____

[Section 5.](#) Effective Date of Charter Amendment.

**BE IT FURTHER ORDAINED,** That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 1st day of August, 2024, the public welfare, requiring it.

[Section 6.](#) Certification of Results.

**BE IT FURTHER ORDAINED,** That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

[Section 7.](#) **BE IT FURTHER ORDAINED,** That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 1st day of August, 2024, if any.

[Section 8.](#) Nonconflicting - Conflicting Laws.

**BE IT FURTHER ORDAINED,** That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated,

and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

**BE IT FURTHER ORDAINED**, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

**BE IT FURTHER ORDAINED**, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

**BE IT FURTHER ORDAINED**, that the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

CHAIRMAN:  
Martavius Jones