

MLGW Agenda Committee Discussion



MLGW Committee

April 28, 2026

Fiscal Consent Totals:

- 1. Total Fiscal Consent Approved Amount Year-to-Date – \$96,441,560.94**
Items approved by Council through **04/14/2026**.
- 2. Total Regular/Fiscal Consent Requested Amount – \$22,203,167.12**
Items requested for 04/28/2026 meeting.
- 3. Total Regular/Fiscal Consent Year-to-Date Amount – \$118,644,728.06**
Total of approvals and requests through 04/28/2026 meetings.

Items for Apr. 28th Agenda

Items approved by BOC on March 18th & April 1st

1. Resolution awarding a purchase order for class 8, 55-foot bucket trucks to Altec Industries Incorporated in the amount of \$550,854.00.
2. Resolution approving the Scope Expansion, Renewal and Increase (Change No. 4) to Contract No. 12409, Trash Removal Services to BFI Waste Services, LLC dba Republic Services of Memphis to expand the scope, renew and increase the current contract in the funded amount of \$461,421.31.
3. Resolution approving the Scope Change and Increase (Change No. 1) to Contract No. 12491, North Service Center and Expansion Sites: Environmental Site Investigation with Ensafe, Inc. to expand the scope and increase the current contract value in the funded amount of \$996,250.00.
4. Resolution approving Renewal and Increase (Change No. 5) to Contract No. 12238, Electric Substation Construction and Maintenance Services with RMS Energy Company, LLC to renew the current contract and increase the contract value in the funded amount of \$12,000,000.00.
5. Resolution awarding Contract No. 12666, Allen Pumping Station Construction Engineering & Inspection Services to HDR Engineering, Inc. in the funded amount of \$6,035,491.00.
6. Resolution approving the Ratification, Increase and Extension (Change No. 3) to Contract No. 12029, Physical Archive Storage with Vital Records Control, Inc. to ratify, increase and extend the current contract in the funded amount of \$9,503.30.
7. Resolution awarding a purchase order for half-ton four-wheel drive pickup trucks to Wilson County Motors, LLC in the amount of \$1,263,999.80.
8. Resolution approving the ratification of Purchase Order Number 7079631 with Seven States Power Corporation for seven (7) electric vehicle charging equipment in the amount of \$885,647.71.

Class 8 55-Foot Bucket Trucks

- Requested Funding: \$550,854.00
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing Sourcewell Contract Number 110421-ALT
- Awarded to: Altec Industries Incorporated



- Plain Language Description: Division crews will utilize class 8, 55- foot bucket trucks to perform repairs on transformers and other electrical equipment affixed to utility poles and elevated platforms, to maintain reliable electric service.
 - 2 – Class 8 cab and chassis, two-wheel drive, with a 102-inch clear cab-to-axle dimension
- Impact: Procuring the vehicles enhances the reliability of field operations by ensuring that crews are equipped with dependable units capable of supporting daily maintenance activities and emergency response. The Class 8, 55-foot bucket trucks will replace older equipment based on criteria such as age, operational usage, and repair costs. Refreshing the fleet with modern bucket trucks helps uphold consistent service quality.

Trash Removal Services

- Requested Funding: \$461,421.31 (Renewal amount \$438,790.95, Scope Change amount \$2,630.36, plus \$20,000.00 in contingency)
- Award Duration: Scope Change (May 12, 2026 through July 12, 2026) and Third of four (4) annual renewals and Increase (July 13, 2026 through July 12, 2027)
- Type of Bid: Sealed Bid
- Awarded to: BFI Waste Services, LLC dba Republic Services of Memphis
- Plain Language Description: This contract is to provide trash and recycling services at various MLGW properties.
- Impact: This contract is needed to keep facilities clean and for the removal of trash and recyclables.

North Service Center and Expansion Sites: Environmental Site Investigation

- Requested Funding: \$996,250.00
- Award Duration: Scope Change and Increase (May 10, 2024 through May 9, 2029)
- Type of Bid: Professional Services
- Awarded to: Ensafe, Inc.
- Plain Language Description: In 2024 and 2025, Ensafe, Inc. performed an initial environmental investigation at MLGW's North Service Center in accordance with the Tennessee Department of Environment and Conservation (TDEC) Voluntary Oversight and Assistance Program (VOAP). Based on these findings, MLGW is required to conduct additional site and remedial actions on parcels associated with the North Service Center. This change will authorize Ensafe, Inc. to conduct additional environmental investigations and remedial actions, as well as provide oversight of the construction contractor (upon selection) to ensure compliance with the site's Soil Management Plan.
- Impact: The work proposed is on the critical path for relocating Central Shops to the North Service Center.

Substation Construction and Maintenance Services

- Requested Funding: \$12,000,000.00
- Award Duration: Increase and Fourth and the final Renewal (June 1, 2026 through May 31, 2027)
- Type of Bid: Sealed Bid
- Awarded to: RMS Energy Company, LLC
- Plain Language Description: This contract supplements MLGW resources regarding the construction and maintenance of MLGW Electric Substation facilities. The services include replacement and installation of electrical apparatus including power circuit breakers, CVTs, relays, RTUs, etc.
- Impact: This contract supports the need for supplemental labor exists to comply with Renewal and Replacement of Infrastructure (R2I) goals.

Allen Pumping Station Construction Engineering & Inspection Professional Services

- Requested Funding: \$6,035,491.00
- Award Duration: Three (3) years from the date of the Notice to Proceed
- Type of Bid: Professional Services
- Awarded to: HDR Engineering, Inc.
- Plain Language Description: HDR Engineering, Inc. will provide professional construction engineering and inspection services to assist MLGW Engineering team with critical inspection, project management, resident project representation and material testing if necessary. HDR Engineering, Inc. is the engineer of record for the design plans, so they are most qualified to provide the Construction Engineering and Inspection (CEI) professional services.
- Impact: This contract will provide the resources and necessary engineering experience to ensure the Allen Pumping Station is constructed per the design and specifications HDR Engineering Inc. developed. This will require a huge allocation of manpower and resources that MLGW does not currently have.

Physical Archive Storage

- Requested Funding: \$ 9,503.30
- Award Duration: Ratification, Increase and Extension (April 1, 2026 through March 31, 2027)
- Type of Bid: Sealed Bid
- Awarded to: Vital Records Control, Inc.
- Plain Language Description: The request is to extend MLGW's offsite storage and destruction contract for confidential paper documents. These services assist MLGW with storing Confidential/Sensitive documents off-site and destroying stored documents as needed. MLGW will have unlimited access to all stored documents and protection of physical records without disrupting the ability to access information in off-site records storage facility.
- Impact: Document management, storage and destruction offered by Vital Records Control are used to protect records' privacy and integrity, and strict security protocols that are required and enforced by the vendor. Protocols complement 24/7 monitoring with camera and motion detectors in the climate-controlled facilities. Absent this service, MLGW would be required to find a secure and monitored location of 20,000 sq ft or more to move the current documents stored at Vital Records Control (VRC) and develop a system for identifying and tracking the contents of each box stored.

Half-Ton Four-Wheel Drive Pickup Trucks

- Requested Funding: \$1,263,999.80
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing Tennessee Statewide Contract Number 88746
- Awarded to: Wilson County Motors, LLC



- Plain Language Description: A total of twenty-nine (29) half-ton, four-wheel drive pickup trucks will be acquired to facilitate the efficient transportation of crews, equipment, and materials for Division operations. Eighteen trucks will replace existing units that will be retired from service based on age, operational usage, and repair costs. The remaining eleven trucks will be incorporated into the fleet to support operational areas experiencing increased staffing and workload demands. These vehicles are essential to sustaining the reliability of electric, gas and water infrastructures.
- Impact: The acquisition of the trucks ensures the fleet remains current and fully equipped to provide dependable support for routine maintenance activities and emergency response. Replacing obsolete units and increasing capacity to meet growing demand strengthens service reliability and improves operational efficiency.

Electric Vehicle Charging Equipment

- Requested Funding: \$885,647.71
- Award Duration: One-Time Purchase
- Type of Bid: Utilizing Sourcewell Contract Number 042221-CPI
- Awarded to: Seven States Power Corporation
- Plain Language Description: To ratify Purchase Order Number 7079631 for electric vehicle charging equipment to install seven (7) charging stations. The project consists of purchasing the equipment to provide the public with accessible rapid EV charging services.
- Impact: The seven (7) Level 2/DC fast charging stations will be installed at 714 Madison Avenue in Memphis and 187 Washington Avenue in Collierville. These locations were chosen according to site guidelines established by the Tennessee Department of Environment and Conservation (TDEC), which assess factors such as proximity to other charging stations and the presence of nearby amenities. The purchase order was issued to ensure the charging equipment is delivered within the project timelines specified by the Fast Charge Tennessee grant requirements from TDEC and the deadlines established by the site hosts.



Questions



**Economic
Development
Presentation was
not provided at
the time of
Document
Publication.**



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FINANCING LEASE IN AN AMOUNT NOT EXCEEDING \$643,810, RELATING TO THE ACQUISITION OF VARIOUS SOLID WASTE VEHICLES AND TO APPROVE CERTAIN OTHER MATTERS RELATING THERETO FOR THE LEASE.

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

FINANCE DIVISION

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.

ALL COUNCIL DISTRICTS AND SUPER DISTRICTS WILL BENEFIT.

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.

THIS DOES NOT REQUIRE A BUDGET AMENDMENT.

7. If same night minutes are requested, state the reason for the urgency.

N/A



RESOLUTION AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A FINANCING LEASE IN AN AMOUNT NOT EXCEEDING \$643,810, RELATING TO THE ACQUISITION OF VARIOUS SOLID WASTE VEHICLES AND TO APPROVE CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, the City's Solid Waste Division has need of various service vehicles to support code inspectors in enforcing a Solid Waste ordinance and related municipal codes (collectively, the "Solid Waste Equipment"); and

WHEREAS, the City has selected Clayton Holdings, LLC ("Clayton Holdings"), a subsidiary of Commerce Bank, to serve as financing lessor for the City's proposed acquisition of the Solid Waste Equipment; and

WHEREAS, the Solid Waste Equipment will be acquired via a lease agreement between the City and Clayton Holdings (the "Lease Agreement"); and

WHEREAS, the Lease Agreement is subject to termination for non-appropriation, without cause, in any year; and

WHEREAS, in accordance with the requirements of T.C.A. §§ 9-24-104 et seq., the form of documents associated with the Lease Agreement (the "Lease Documents") have been reviewed and approved by the designee of the Tennessee Comptroller of the Treasury, and such approval is attached to this resolution as Exhibit B; and

WHEREAS, approval by the Council of the City of Memphis is required for such lease financing

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis as follows:

Section 1. Authorization of Lease Documents. The Mayor or his designee, along with other authorized officers are hereby empowered and directed to execute, acknowledge and deliver the Lease Documents in substantially the forms as presented in Exhibit A, with such changes, insertions or omissions as may be deemed reasonably necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this resolution and shall not be inconsistent with or contrary to such purposes.

Execution of the Lease Documents shall constitute conclusive evidence that such documents—and any revisions thereto—have been approved by the individuals executing them.

Section 2. Information Reporting. The Chief Financial Officer of the City (the "CFO") or his designee is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G, "Information Return for Tax-Exempt Governmental Obligations," as required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

Section 3. Non-Arbitrage Certificate. The CFO is hereby authorized to execute a non-arbitrage certificate to comply with Section 148 of the Code, and the applicable income tax regulations thereunder.

Section 4. Budget Amendment. The CFO is hereby authorized to amend the operating budget of the Solid Waste Division to account for any changes made in compliance with the Lease Documents.

Section 5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Lease Documents shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in their individual capacity, and such persons shall be deemed to act solely in their official capacities.

Section 6. General Authority. From and after the execution and delivery of the documents hereinabove authorized and consented to, the Mayor of the City, his designee, and the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the execution and delivery of the Lease Documents and to document compliance with the Code.

Section 7. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and the execution, delivery and performance of the Lease Documents shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section 8. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 9. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

EXHIBIT A
FORM OF LEASE DOCUMENTS



CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: _____

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the ____ day of _____, 20__ by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 1210, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and the City of Memphis with its principal address at 125 North Main Street, Memphis, TN 38103 (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
4. **RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this

Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
 - (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
 - (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
 - (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT,

INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is

located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

- 18. ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
- 19. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 20. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
- 21. REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

23. DETERMINATION OF FAIR PURCHASE PRICE: Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

24. ASSIGNMENT: Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

25. FINANCIAL STATEMENTS: Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

26. NATURE OF AGREEMENT: Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

27. AMENDMENTS: This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

28. NOTICES: All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

29. SECTION HEADINGS: All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

30. GOVERNING LAW: This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.

31. FURTHER ASSURANCES: Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

32. ENTIRE AGREEMENT: This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.

33. SEVERABILITY: Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

34. WAIVER: The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.

35. ELECTRONIC TRANSACTIONS. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

36. ROLE OF LESSOR: Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<i>Lessor: Clayton Holdings, LLC</i>	<i>Lessee:</i> _____
<i>Authorized Signature:</i> _____	<i>Authorized Signature:</i> _____
<i>Printed Name:</i> _____	<i>Printed Name:</i> _____
<i>Title:</i> _____	<i>Title:</i> _____
<i>Date:</i> _____	<i>Date:</i> _____
	<i>EIN:</i> _____

**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT**
Lease No. _____

Location of Equipment	
Street: City: State: Zip Code:	
Description of Equipment	Equipment Cost
	\$
Total	\$

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p><i>Lessee:</i> _____</p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> _____</p> <p><i>Title:</i> _____</p> <p><i>Date:</i> _____</p>
--

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____
DELIVERY AND ACCEPTANCE CERTIFICATE**

See Exhibits B and C to the Escrow Agreement.

SAMPLE

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: _____
 Lessor: Clayton Holdings, LLC
 Lease Number: _____
 Capital Cost of Equipment (Principal Portion of Rental Payments): \$
 Start Date: _____

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
TOTALS	-	-	-	-

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%, with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: _____ Authorized Signature: _____ Printed Name: _____ Title: _____ Date: _____
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**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 1210
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____ dated the _____
day of _____, 20__ (the "Lease"), between Clayton Holdings, LLC ("Lessor") and
_____ ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of _____, 20__ (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.
3. The Lease, the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease, the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as _____, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____**

WHEREAS, _____ (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes.

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF _____, AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the _____ of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Section 4. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of _____ this ___ day of _____, 20__.

ATTEST: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

**SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____**

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of _____ ("Lessee") certifies as follows:

A. Authorized Signers. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____, 20__, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of _____, 20__ among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature

B. Call-Back Verification. Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

_____, 20__

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 1210
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____, dated the
____ day of _____, 20__ (the "Lease"), between Clayton Holdings, LLC ("Lessor") and
_____ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

Lessee: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



SCHEDULE H
ACH Payment Authorization Form

Lease No. / Loan No: _____

Lessee / Borrower: _____

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ (X) Checking () Savings

This is a (X) New or () Updated authorization form.

Annual Debit Amount(s): In Accordance with Schedule C

Begin Auto Debit with Invoice Date Due: In Accordance with Schedule C

The final or balloon payment, if different from the Annual payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X _____ X _____

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK
P.O. Box 11309
Clayton, MO 63105 or
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

Lease No. _____

8038-G QUESTIONNAIRE

Name of Lessee: _____
Address of Lessee: _____
Contact Person: _____
Telephone Number: _____
Email Address: _____
Lessee's FEIN: _____

GENERAL

In October 2021, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes ___ No ___**
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes ___ No ___**

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes ___ No ___**

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Form **8038-G**
(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11
12	Health and hospital	12
13	Transportation	13
14	Public safety	14
15	Environment (including sewage bonds)	15
16	Housing	16
17	Utilities	17
18	Other. Describe ►	18
19a	If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b	If bonds are BANs, check only box 19b	<input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22
23	Issue price of entire issue (enter amount from line 21, column (b))	23
24	Proceeds used for bond issuance costs (including underwriters' discount)	24
25	Proceeds used for credit enhancement	25
26	Proceeds allocated to reasonably required reserve or replacement fund	26
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28	Proceeds used to refund prior taxable bonds. Complete Part V	28
29	Total (add lines 24 through 28)	29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ _____	Firm's EIN ▶ _____			
	Firm's address ▶ _____	Phone no. _____			

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the ____ day of _____, 20__ and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), _____ a municipal corporation and political subdivision existing under the laws of _____ ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: " _____ "
Amount of Deposit into the Acquisition Fund: \$ _____

TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the ____ day of _____, 20__, (the "Lease"), between Lessor and Lessee.
2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.
3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.
4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.
5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the

sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expense). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected thereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of _____.

17. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC
LESSOR

By: _____

Title: _____

LESSEE

By: _____

Printed Name: _____

Title: _____

UMB Bank, N.A.
ESCROW AGENT

By: _____

Title: _____

SAMPLE

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 1210
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent
928 Grand Blvd., 12th Floor
Kansas City, MO 64106

Re: _____ Acquisition Fund established by the Escrow Agreement, dated _____,
20__ (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor ("Lessor"),
_____ ("Lessee") and UMB Bank, N.A., as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the _____ day of _____, 20__ (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Clayton Holdings, LLC
LESSOR

By: _____

Title: _____

Dated: _____, 20__

LESSEE

By: _____

Printed Name: _____

Title: _____

SAMPLE

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

LESSEE

By: _____

Printed Name: _____

Title: _____

SAMPLE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
or	
Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

_____, 202_.

RE: Proof of Insurance for _____

To Whom It May Concern:

This letter serves as notice that _____ is self-funded for Collision, Casualty Loss, Comprehensive General Liability, Auto Liability, and Workers Compensation insurance. _____ does adhere to the provisions of the _____ statute.

This assurance is specifically applicable for the following equipment to be used by _____ in reference to Lease Number _____:

Thanks for your assistance with this matter.

Sincerely,

By: _____

Printed Name/Title

EXHIBIT B
APPROVAL LETTER



JASON E. MUMPOWER
Comptroller

March 27, 2026

Honorable Mr. Paul Young, Mayor
and Honorable Councilmembers
City of Memphis
125 N. Main Street
Memphis, TN 38103

Dear Mayor Young and Councilmembers:

Thank you for your request. We acknowledge receipt on February 27, 2026, of a request from the Chief Financial Officer of the City of Memphis (the "City") for approval of a three-year lease financing in an amount not to exceed \$643,810 to be known as the "City of Memphis Solid Waste Division Lease Financing, Series 2026" (the "Lease Financing").

Included with the request was a Plan of Lease Financing for the proposed purchase of 20 vehicles that will be utilized by the City's Environmental Enforcement Department and funded through the City's Solid Waste Division. The vehicles will be used for field-based operations to ensure compliance with environmental and municipal codes related to sanitation and waste management, such as illegal dumping and complaint investigations. Please send a copy of the executed Lease Financing Agreement to us along with the completed Debt Report within forty-five (45) days of the issuance of the debt herein approved.

Approval

This letter constitutes approval for the City to enter into the Lease Financing pursuant to Title 9, Chapter 24, Part 1 of Tennessee Code Annotated. Our approval is conditioned upon the City's compliance with all relevant provisions of Tennessee law.

The City is responsible for ensuring compliance with Title 9, Chapter 24, Part 1 of the Tennessee Code Annotated, its debt management policy, and timely payments under the Lease Financing Agreement.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The City should discuss these issues with a tax attorney or bond counsel.

March 27, 2026
City of Memphis

This approval is valid for six months after the date of this letter. If the debt has not been transacted within that time, a new request must be submitted to this office for approval. Please notify us if the City decides not to enter into the Lease Financing.

Terms and Life

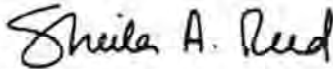
The maximum maturity for the Lease Financing, as authorized by the governing body, is three fiscal years. The terms of the Lease Financing appear to be reasonable to comparable debt being issued in current markets. Based upon our review, the repayment terms are in the public's interest, and the Plan of Lease Financing appears to meet the requirements of Tenn. Code Ann. § 9-24-104.

After Issuance

Our website contains specific compliance requirements your local government will be responsible for once the Finance Purchase is entered into: <http://tncot.cc/debt>. The listing is not all inclusive.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Nate Fontenot, at 615.747.5238 or Nate.Fontenot@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance

cc: Mr. Walter Person, Chief Financial Officer, City of Memphis
Mr. Andre Walker, Deputy Chief Financial Officer, City of Memphis

SR: nf

Solid Waste – Community Enhancement Vehicle Lease – Purchase

- **Request:**
 - Approval of lease-purchase agreement for Solid Waste – Community Enhancement vehicles
- **Total Investment:**
 - ~\$643,000
- **Purpose:**
 - Support Community Enhancement – Environmental Enforcement
 - Strengthen enforcement of Solid Waste Ordinance
- **Operational Benefit:**
 - Improves field response, visibility, and compliance enforcement
- **Funding:**
 - Included in FY26 & FY27 Solid Waste Fund budgets
 - No budget amendment



Lease Structure & Budget Impact

- **Financing Type:**
 - Three- year tax-exempt lease purchase agreement
- **Interest Rate:**
 - Set at time of closing (market-based), locked for full term
 - 3.98% based upon current market conditions
- **Budget Impact:**
 - Payments anticipated to begin FY27 (~\$230,000 annually)
 - Costs already planned within operating budget
- **Ownership:**
 - Vehicles owned by City at end of lease term
- **Status/Next Steps:**
 - State approval received
 - Council approval → finalize financing → deploy vehicles



Memphis Police Department

PUBLIC SAFETY UPDATE CRIME & TRAFFIC DATA

Chief Cerelyn "CJ" Davis

April 2026

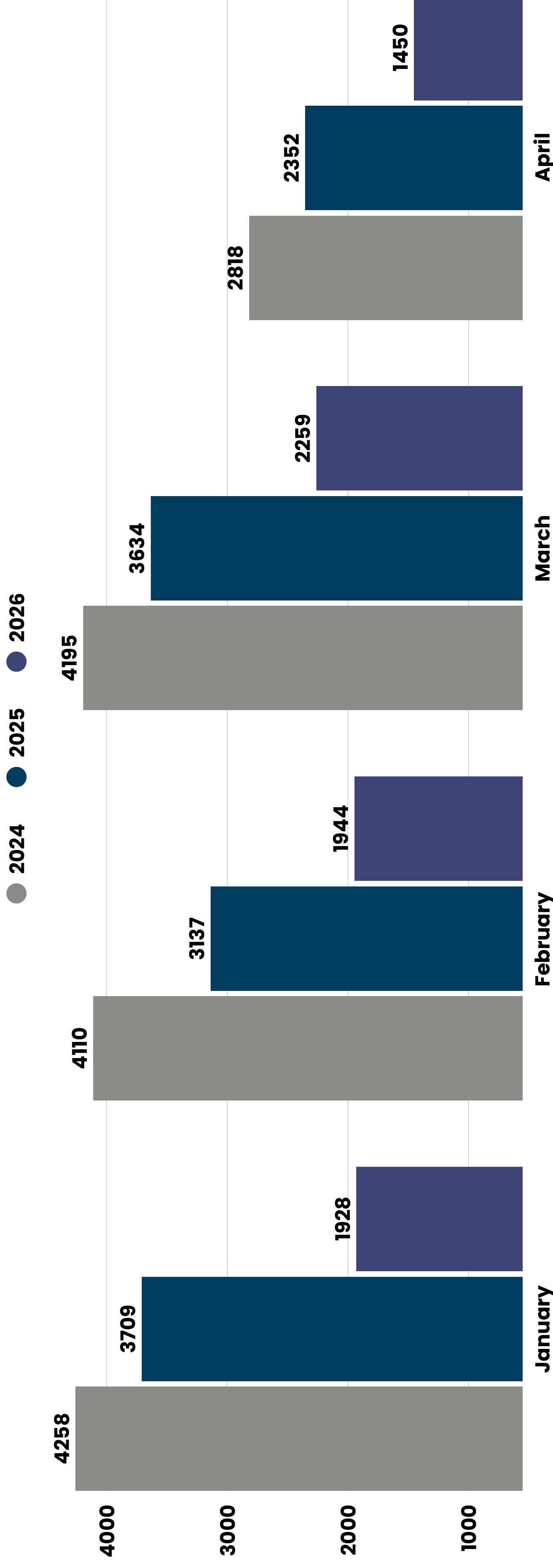




Part I Crime Overview

Year-over-Year Comparison (2024-2026)

Three years of Part I crime data show a consistent downward trend, driven by focused strategies, advanced technology, and strong collaboration—sustaining crime reduction into April.



January

February

March

April

Crime Data as of April 19, 2026

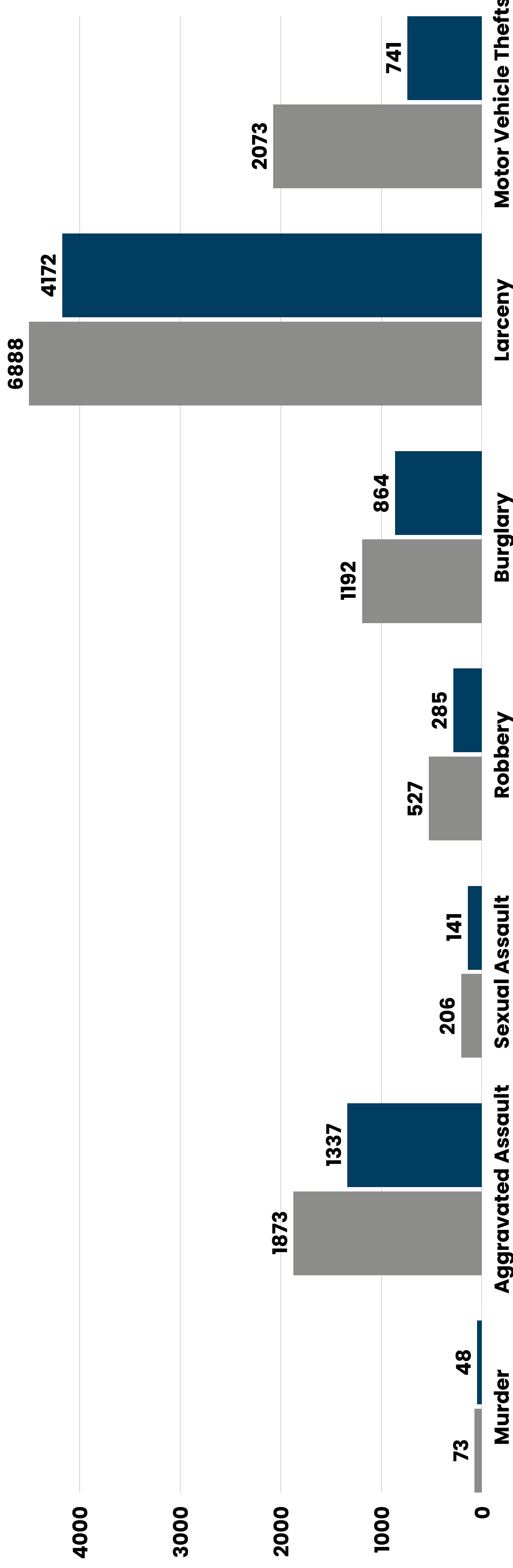


Crime Trends

Two-Year Comparison Through April 19, 2026 (2025-2026)

Across Memphis, every major crime category is trending downward.

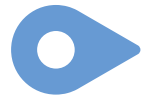
● 2025 ● 2026



Year-to-Date Part I Crime Data as of April 19, 2026

Citywide Crime Declines by Precinct

2026 Year-to-Date Part I Crime Reduction



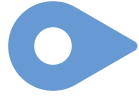
Ridgeway Station
Down 42.02%



Austin Peay Station
Down 36.80%



Raines Station
Down 38.23%



Applying Farms Station
Down 46.48%



Mt. Moriah Station
Down 48.51%



Airways Station
Down 39.82%



North Main Station
Down 36.02%



Tillman Station
Down 43.31%



Crump Station
Down 34.39%

M E M P H I S

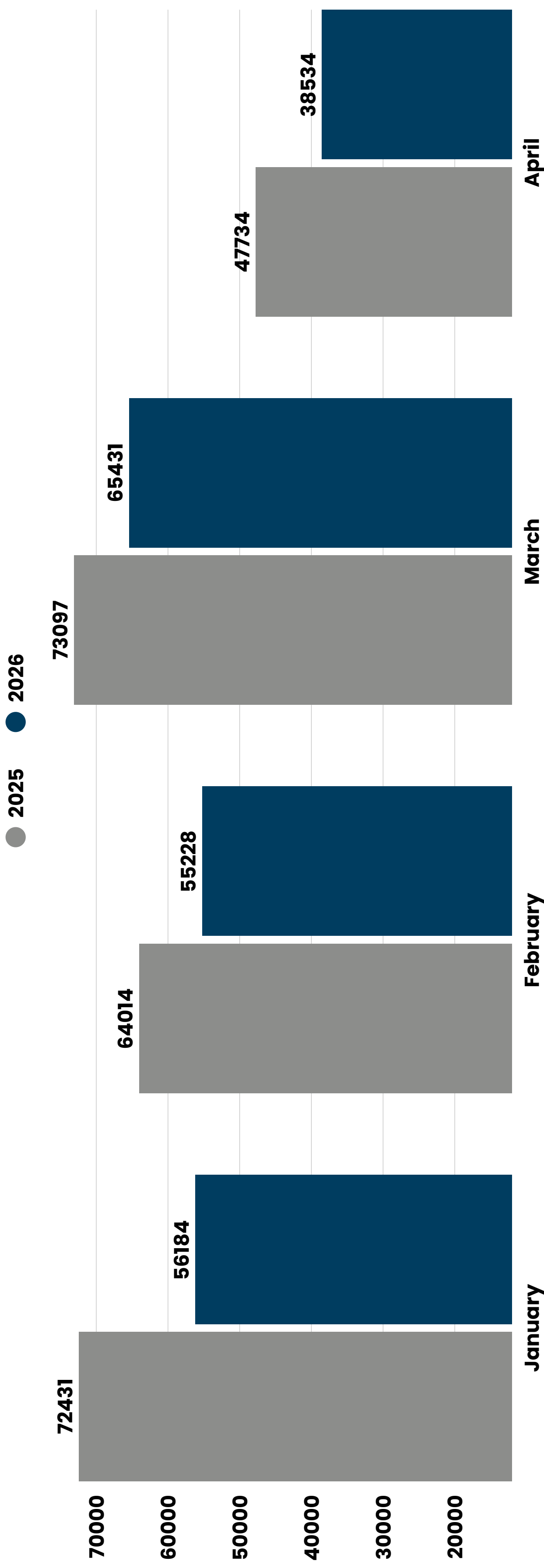
Crime Data as of April 19, 2026



Calls for Service

Year-End Comparison (2025-2026)

Year-to-date comparisons between 2025 and 2026 show a continued downward trend in calls for service.

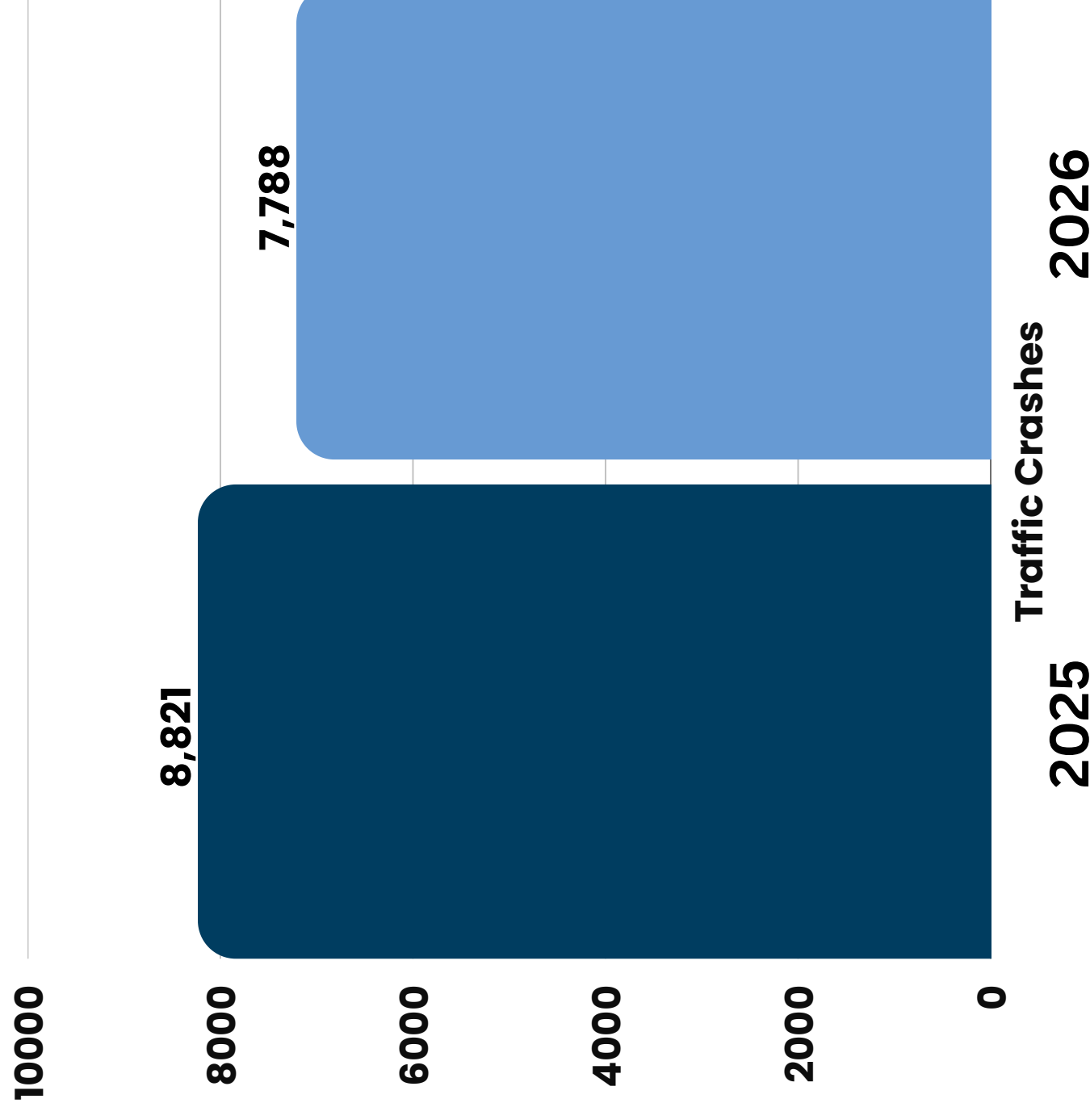


As of April 19, 2026

Traffic Crashes

Year-to-Date Comparison (2025-2026)

As of April 19, 2026, Memphis continues to make progress in roadway safety, with reported traffic crashes decreasing from 8,821 during this period in 2025 to 7,788 in 2026, representing a year-over-year reduction of 11.71%.



Year-to-Date Traffic Fatalities (January 1–April 19, 2025 vs. 2026)

Significant Declines in Motorist and Pedestrian Fatalities

Traffic Fatalities by Category (YTD 2025 vs. 2026)				
Categories	2025	2026	Numerical Difference	Percentage of Change
Motorist Fatalities	34	20	-14	-41.18%
Pedestrian Fatalities	17	13	-4	-23.53%
Motorcycle Fatalities	3	3	0	0.00%
Pedicycle Fatalities	1	1	0	0.00%
Total Fatalities	55	37	-18	-32.73%

Overall fatalities decreased from 55 to 37 (-32.73% reduction)

YTD period: January 1–April 19 for each respective year.

Memphis Police Department

THANK YOU!

Chief Cerelyn "CJ" Davis

April 2026

Short-Term Rental Monitoring

Memphis and Shelby County Division of Planning &
Development



Short-term Rental Registry

01

Transition

Transition registration to DPD

02

Solution

Acquire technology that aids in STR discovery & identify properties

03

Process

Conduct outreach to increase compliance, registration and license maintenance

04


Monitor

Review applications, conduct inspections, and monitor license requirements


Apply For a Permit



Fee Estimator


Apply For/Renew a License


My Account


Schedule An Inspection


Pay Fees


View/Amend Records

Showing 1-25 of 225 | Download results | Add to collection | Add to cart | Copy Record

<input type="checkbox"/>	Record Number	Date	Record Type	Address	Status
<input type="checkbox"/>	STRR-L000177	08/22/2025	Short-term Rental License	1009 OAKVIEW ST, MEMPHIS 38114	Active
<input type="checkbox"/>	STRR-L000190	10/02/2025	Short-term Rental License	1009 OAKVIEW ST, MEMPHIS 38114	Active
<input type="checkbox"/>	STRR-L000174	08/20/2025	Short-term Rental License	1010 N PARKWAY, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000172	08/20/2025	Short-term Rental License	1010 N PARKWAY, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000101	10/28/2024	Short-term Rental License	1030 FOREST AVE, Memphis 38105	Active
<input type="checkbox"/>	STRR-L000096	10/25/2024	Short-term Rental License	1032 FOREST AVE, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000071	07/02/2024	Short-term Rental License	1033 N PARKWAY, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000133	04/29/2025	Short-term Rental License	1060 MEDA ST, MEMPHIS 38104	Active
<input type="checkbox"/>	STRR-L000069	07/02/2024	Short-term Rental License	1094 FAXON AVE, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000079	08/05/2024	Short-term Rental License	1095 FORREST AVE, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000074	07/11/2024	Short-term Rental License	1096 FAXON AVE, Memphis 38105	Active
<input type="checkbox"/>	STRR-L000029	11/07/2023	Short-term Rental License	114 MARINE ST, MEMPHIS 38111	Active
<input type="checkbox"/>	STRR-L000081	08/07/2024	Short-term Rental License	1155 FORREST AVE, MEMPHIS TN 38105	Active
<input type="checkbox"/>	STRR-L000156	07/23/2025	Short-term Rental License	1159 FORREST AVE, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000095	10/25/2024	Short-term Rental License	1162 FORREST AVE, MEMPHIS 38105	Active
<input type="checkbox"/>	STRR-L000099	10/28/2024	Short-term Rental License	1164 FOREST AVE, Memphis 38105	Active
<input type="checkbox"/>	STRR-L000116	01/30/2025	Short-term Rental License	1201 MISTY ISLE DR, MEMPHIS 38103	Active


Searchable at:
www.develop901.com
Click: Search Permit Activity



RENTALScape

Dashboard





2,719

Addresses

1,212 are live



56%

1,529

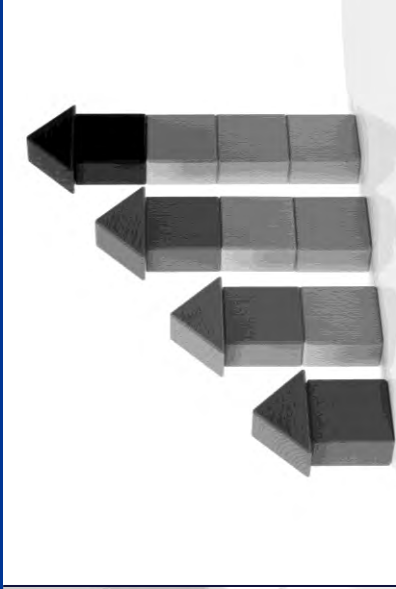
Registration Required



LETTER 1: FIRST WARNING

This initial letter is designed to inform property owners about the short-term rental ordinance and the steps they need to take to achieve compliance.

- Information
- Instructions
- Consequences
- Deadline
- Contact



LETTER 2: SECOND WARNING

If an owner remains non-compliant after the first letter, they will receive a second warning, 45 days after the first warning.

- Information
- Instructions
- Consequences
- Past Deadline
- Contact



LETTER 3: FINAL WARNING

This is the third and final warning issued to owners who have not achieved compliance after receiving both the first and second letters.

- Information
- Instructions
- Consequences
- Past Deadline
- Contact
- Enforcement

Collaboration

with other agencies and
organizations

Thank You

Do you have any questions?

Brett Ragsdale, Director

Email: Brett.Ragsdale@memphistn.gov

General Email:

zoning@memphistn.gov

Info:

www.develop901.com/strr



Memphis 3.0 Update

P&Z Committee

April 28, 2026



Public Engagement since 4/14

- **PJA-** spoke at 3 meetings
- Met with University-area stakeholders, led to text and map changes.
- Received positive feedback to change from Normal Station neighborhood leaders.
- Comp Planning Team continuing small group meetings



Comp Planning Small Group Meetings

- Raleigh w/ Comm. Caswell (4/14)
- Rhodes College students (4/21)
- Lennox Neighborhood (4/22)
- Red Acres (4/23)



All Hands on Deck

We've been continuing to work with other City/County departments and quasi-governmental partners to ensure alignment.

- Solid Waste
- Downtown Memphis Commission (Signs)
- Housing & Community Development (HCD)



The logo consists of three blue chevrons pointing to the right, stacked vertically.

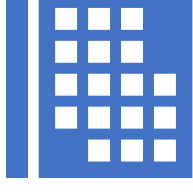
Memphis 3.0

FIVE-YEAR UPDATE

P&Z Committee

April 28th, 2026

Why Update the Plan?



A Big Picture Plan

Pattern: What are the impacts on the surrounding neighborhood?

Vision: What decisions move us closer or farther away from the goals and vision set by the plan

5 Years?

Conditions and Priorities Change

Plan Mechanics

6.5 Years



Memphis3.0

FIVE-YEAR UPDATE REPORT

- This is not a plan rewrite or a new plan but plan refinement
- The report follows the same structure as the adopted Memphis 3.0 Plan
- The report on our website [Memphis3point0.com](https://www.memphis3point0.com)



What are We Updating?

Part 1: Our Third Century

- Data

Part 2: Our Framework for Change

- Regulatory Language
 - Zoning
 - Engineering Standards
- Future Land Use and Road Use
 - Patterns and Scale
 - Relationship between people and places

What are We Updating?

Part 3: Plan Elements

- Text regarding zoning
- Small Area Plan Framework

Part 4: District Priorities

- Demographic Data
- District Actions
- District Priorities
- Anchor Maps
- Future Land Use Maps



Memphis 3.0

FIVE-YEAR UPDATE

Summary

Memphis 3.0 will be the same plan. Our goal with the update is just that the plan does its job more effectively

- Up-to-date data
- Big Picture language
- Tighter policy alignment
- Clearer community vision

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

**ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS**

**Planning & Development
DIVISION**

Planning & Zoning COMMITTEE: 04/28/2026
DATE

PUBLIC SESSION: 05/12/2026
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 special use permit at the subject property located at 2342 Frayser Blvd, known as case number SUP 2026-003

CASE NUMBER: SUP 2026-003

LOCATION: 2342 Frayser Boulevard

COUNCIL DISTRICTS: District 7 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Sunny Chow, Chow Property & Investments

REPRESENTATIVE: Walkin Designs

REQUEST: To allow a drive-thru restaurant

AREA: +/-39, 559 square feet

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

RECOMMENDED COUNCIL ACTION: Public Hearing Not Required
Hearing – May 12, 2026

PRIOR ACTION ON ITEM:

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
03/12/2026	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>
	4/20/26	PLANNER
	4/20/26	DEPUTY ADMINISTRATOR
		ADMINISTRATOR
		DIRECTOR (JOINT APPROVAL)
		COMPTROLLER
		FINANCE DIRECTOR
		CITY ATTORNEY
		CHIEF ADMINISTRATIVE OFFICER
		COMMITTEE CHAIRMAN



Memphis City Council Summary Sheet

SUP 2026 – 003

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 2342 FRAYSER BOULEVARD, KNOWN AS CASE NUMBER SUP 2026 – 003

- This item is a resolution with conditions for a special use permit to allow a drive-thru restaurant; and
- The item may require future public improvement contracts.

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on **Thursday, March 12, 2026**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	SUP 2026 – 003
LOCATION:	2342 Frayser Boulevard
COUNCIL DISTRICT(S):	District 7 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT:	Sunny Chow, Chow Property & Investments
REPRESENTATIVE:	Walkin Designs
REQUEST:	To allow a drive-thru restaurant
EXISTING ZONING:	Commercial Mixed Use - 1 (CMU-1)
AREA:	+/-39,559 Square feet

The following spoke in support: Sunny Chow

The following spoke in opposition: None

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 vote of 8-1-0 on the regular agenda.

Respectfully,



Alexis Longstreet

Planner

Land Use and Development Services

Division of Planning and Development

Cc: Committee Members

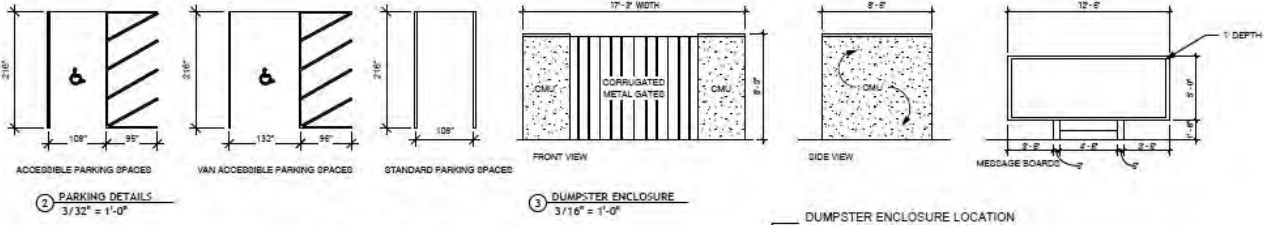
File

SUP 2026 – 003

CONDITIONS

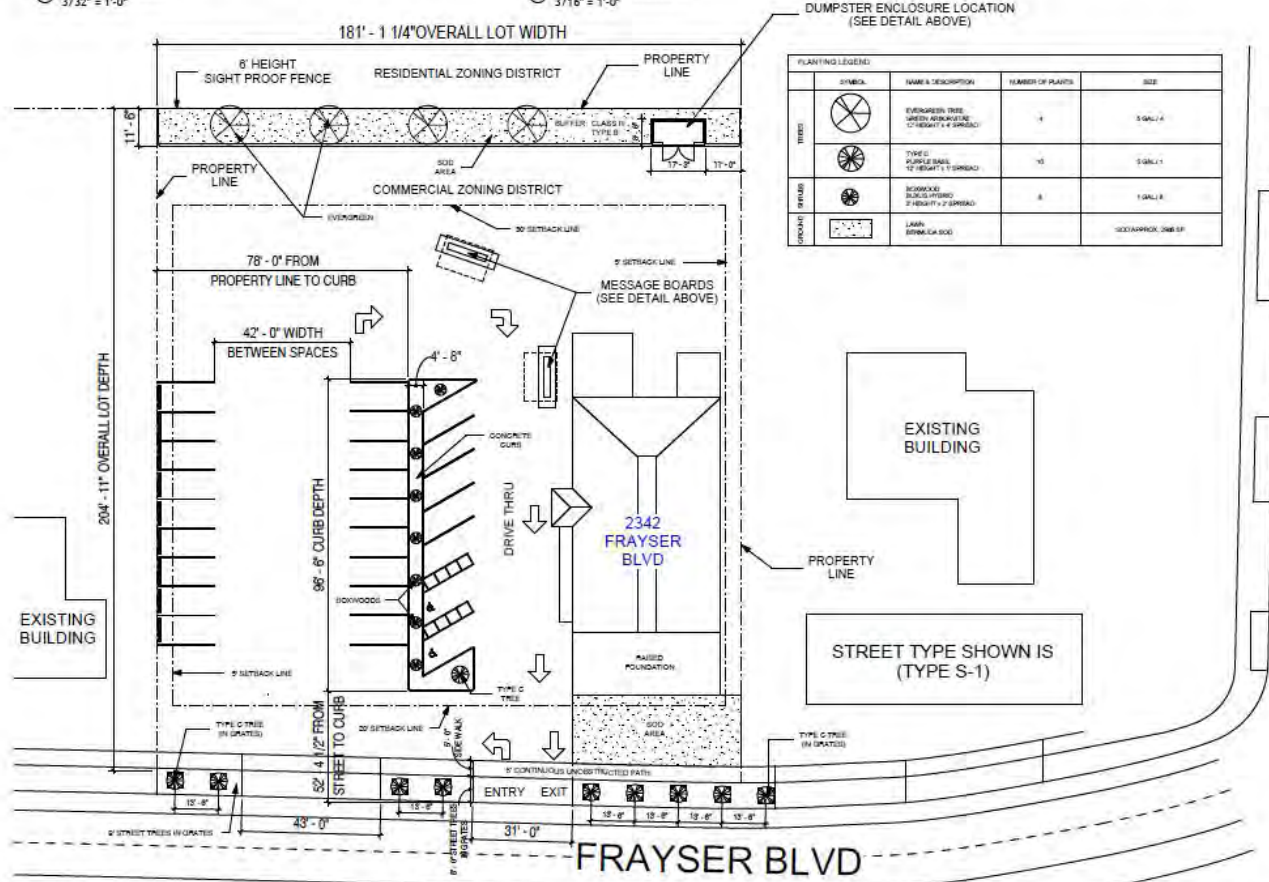
1. The front façade minimum ground floor area transparency shall be a minimum of 40%.
2. The paved area between the principal structure and sidewalk along Frayser Boulevard (not including the raised foundation) will need to be removed and replaced with landscaping.
3. Streetscape landscaping is required along Frayser Boulevard.
4. A Class III landscaping buffer shall be installed along the property line which abuts residential zoning districts.
5. A final site plan, landscape plan, and elevations shall be submitted for administrative review and approval by the Division of Planning and Development.

SITE PLAN



① PARKING DETAILS
3/32" = 1'-0"

③ DUMPSTER ENCLOSURE
3/16" = 1'-0"



① SITE PLAN
3/64" = 1'-0"



OFFICE
6000 W Poplar Ave
Suite 250
Memphis, TN

PHONE
901.264.3988
901.818.8949

EMAIL
walkindesignteam@gmail.com

PROJECT TYPE
COMMERCIAL

PLAN NUMBER:
SUP 2026-003

DESIGNED FOR:
KING CHOW

© COPYRIGHT WALKIN DESIGNS. IT IS FEDERAL OFFENSE TO COPY, REPRODUCE, OR USE THIS PLAN/DESIGN ON LOCATIONS OTHER AGREED (P&I) LOCATIONS

2342 FRAYSER BLVD
MEMPHIS, TN 38127

SITE PLAN

4/9/2026 12:01:09 PM

A101

As indicated

MOUNTAIN TERRACE ST

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A SPECIAL USE PERMIT AT THE SUBJECT PROPERTY LOCATED AT 2342 FRAYSER BOULEVARD, KNOWN AS CASE NUMBER SUP 2026-003

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, Michael Fitch filed an application with the Memphis and Shelby County Division of Planning and Development to allow a drive-thru restaurant; 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 that the design and amenities are consistent 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 March 12, 2026, and said Board has submitted its findings and 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 request use in accordance with the attached conditions.

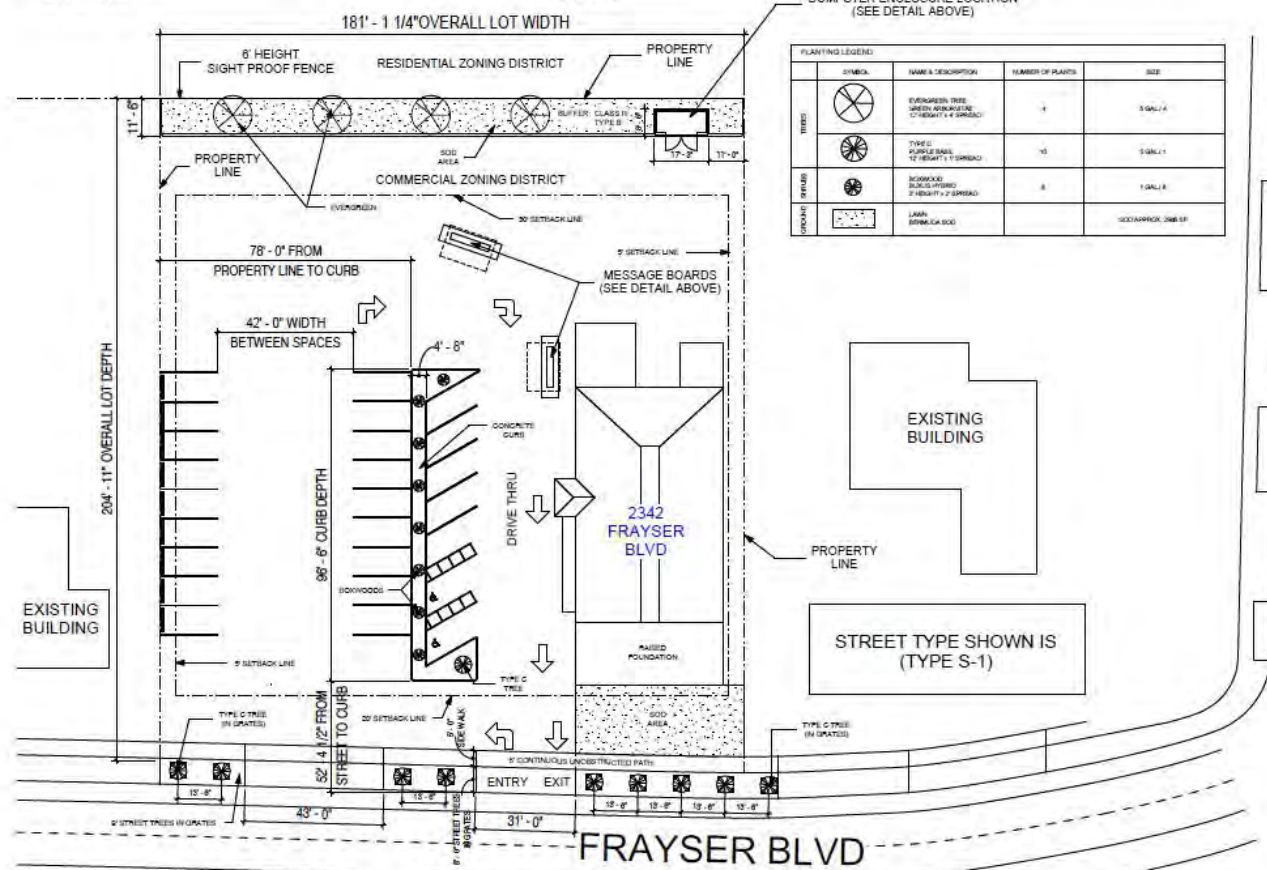
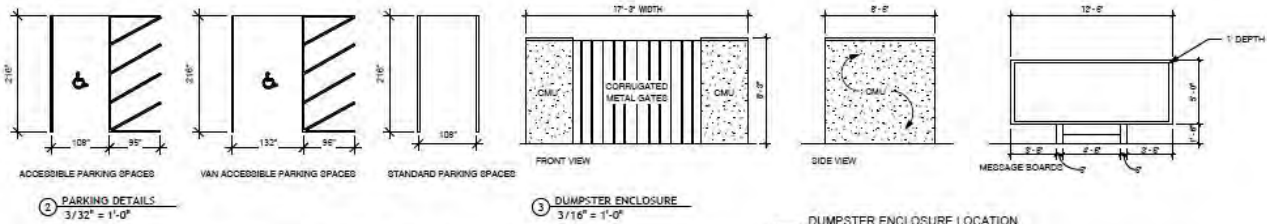
BE IT FURTHER RESOLVED, that this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by 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 front façade minimum ground floor area transparency shall be a minimum of 40%.
2. The paved area between the principal structure and sidewalk along Frayser Boulevard (not including the raised foundation) will need to be removed and replaced with landscaping.
3. Streetscape landscaping is required along Frayser Boulevard.
4. A Class III landscaping buffer shall be installed along the property line which abuts residential zoning districts.
5. A final site plan, landscape plan, and elevations shall be submitted for administrative review and approval by the Division of Planning and Development.

SITE PLAN



1 SITE PLAN
3/16" = 1'-0"

WK
walkin designs

OFFICE
6000 W Poplar Ave
Suite 250
Memphis, TN

PHONE
901.264.3988
901.618.8949

EMAIL
walkindesignsteam@gmail.com

PROJECT TYPE
COMMERCIAL

PLAN NUMBER:
SUP 2026-003

DESIGNED FOR:
KING CHOW

© COPYRIGHT WALKIN DESIGNS IT IS FEDERAL OFFENSE TO COPY, REPRODUCE OR USE THIS PLAN/DESIGN ON LOCATIONS OTHER AGREED UPON FREE LOCATIONS

2342 FRAYSER BLVD
MEMPHIS, TN 38127

SITE PLAN
4/9/2026 12:01:09 PM

A101

As indicated

MOUNTAIN TERRACE ST

ATTEST:

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

AGENDA ITEM: 11 **L.U.C.B. MEETING:** March 12, 2026
CASE NUMBER: SUP 2026-003
LOCATION: 2342 Frayser Boulevard
COUNCIL DISTRICT: District 7 and Super District 8 – Positions 1, 2, and 3
OWNER/APPLICANT: Michael Fitch
REPRESENTATIVE: N/A
REQUEST: Special use permit to allow a drive-thru restaurant
EXISTING ZONING: Commercial Mixed Use – 1 (CMU-1)

CONCLUSIONS

1. The applicant is proposing to utilize an existing dine-in restaurant with a pick-up window as a drive-thru restaurant that abuts residential properties north.
2. The existing structure has a +/-26.7 square feet building setback from Frayser Boulevard that was approved by way of a variance before the Board of Adjustments (BOA 1985-88) for a Pizza Hut dine-in restaurant.
3. The surrounding area along Frayser Boulevard has a mixture of commercial uses including various drive-thru restaurants, institutional and single-family land use designation.
4. A final site plan will need to be submitted to illustrate the missing details of the site improvements.
5. The granting of this special use permit will cause substantial detriment to the public good and will substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC) and will be injurious to the neighborhood or the general welfare, and it will not be in harmony with the purpose and intent of the UDC.

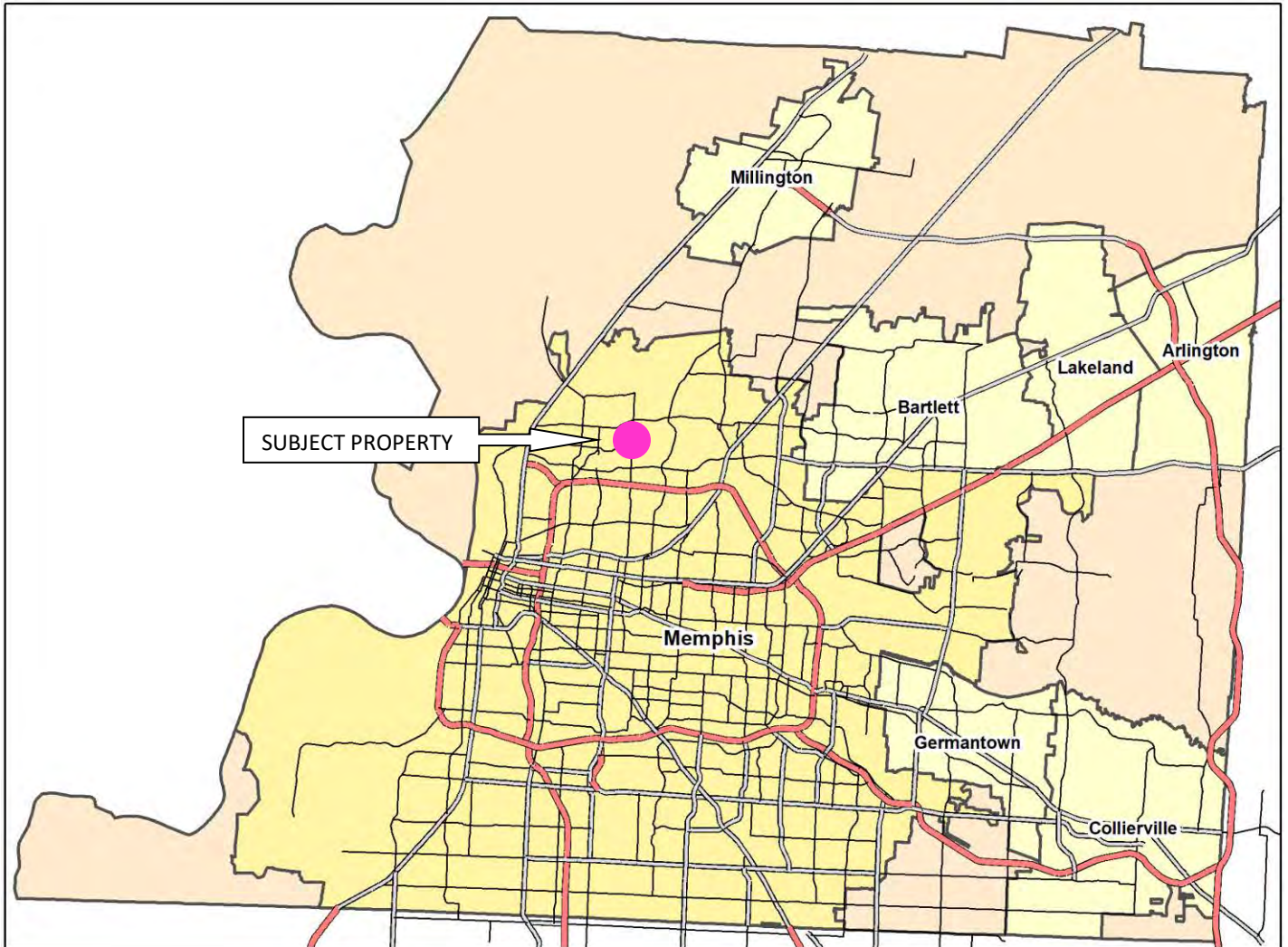
CONSISTENCY WITH MEMPHIS 3.0

This proposal is inconsistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 17 – 19 of this report.

RECOMMENDATION:

Rejection

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow

PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 120 notices were mailed on February 20, 2026, see page 20 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see page 21 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

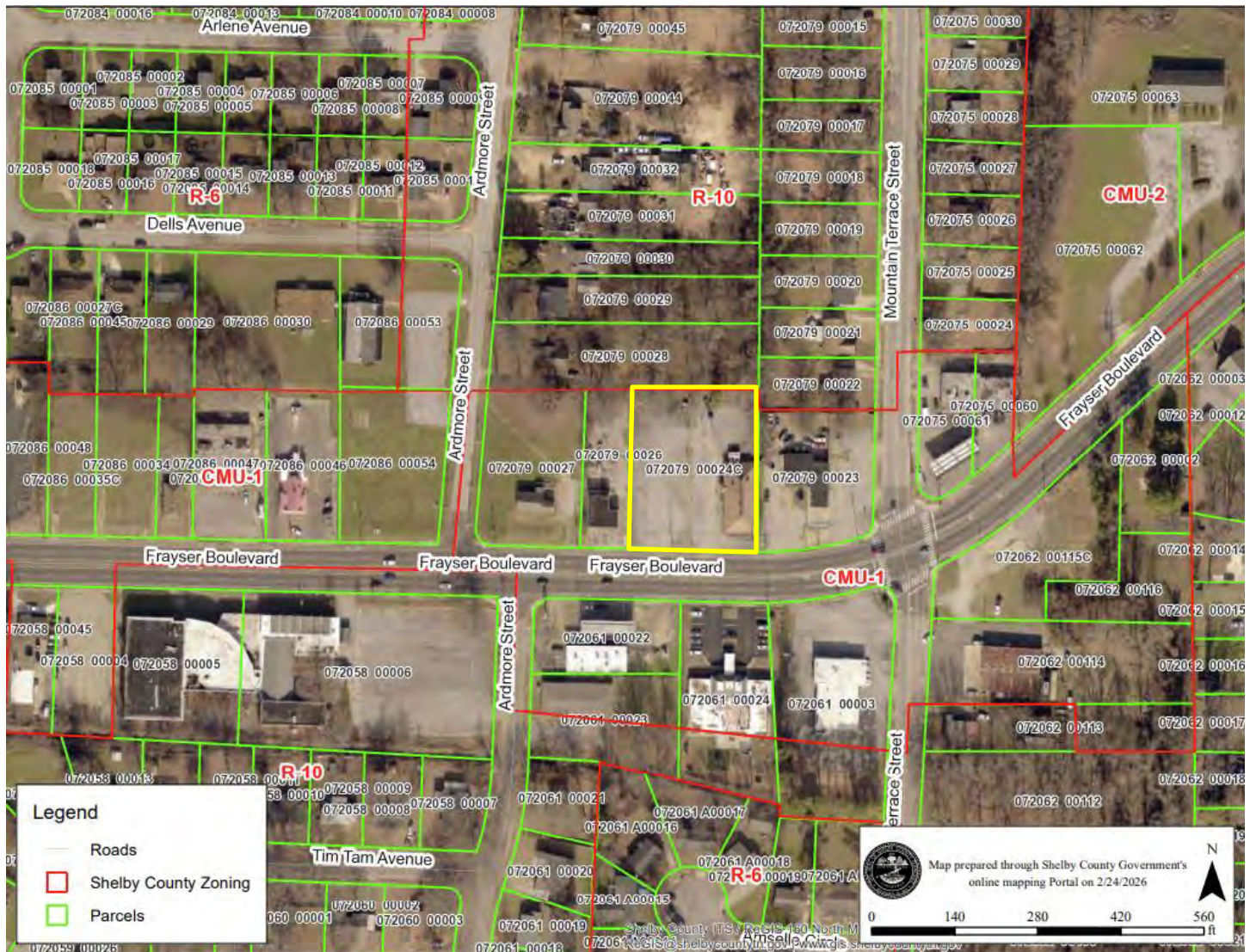
The meeting was held at 1:00 PM on Monday, March 2, 2026, at 2342 Frayser Blvd.

AERIAL



Subject property outlined in yellow

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS



View of subject property from Frayser Boulevard looking southwest



View of subject property from Frayser Boulevard looking northeast

SURVEY

BUILDING DATA

CEILING LOAD: 53
 KITCHEN LOAD: 7
 OCCUPANT LOAD (TOTAL): 60
 (According to Chapter 10 of International Building Code 2018)

RESTROOMS REQUIRED: 2
 RESTROOMS (TOTAL):
 (According to Chapter 29 of International Building Code 2018)

EXITS REQUIRED: 3
 EXITS (TOTAL): 3
 (According to Chapter 10 of International Building Code 2021)

BUILDING DATA CONT.

BUILDING: Group B
 NEW BUILDING AREA: 3,434 SqFt

USE & CONSTRUCTION:
 OCCUPANCY CLASSIFICATION: A-2
 (According to Chapter 3 of International Building Code 2021)

CONSTRUCTION TYPE: V-A
 (According to Chapter 6 of International Building Code 2021)

MAXIMUM HEIGHT (No. of FLOORS): 05 FT
 2 Stories Above
 (According to Chapter 5 of International Building Code 2021)

ALLOWABLE AREA: 9,500 SF
 (According to Chapter 5 of International Building Code 2021)

FIRE SPRINKLERS: (SPRINKLERS REQUIRED) (EXISTING)

BUILDING DATA CONT.

BUILDING: Group B

ACCESSIBILITY & EGRESS:
 PARKING SPACES: 30
 (According to Chapter 8 of International Code Council 2017)

ACCESSIBLE PARKING: 2
 (According to Chapter 8 of International Code Council 2017)

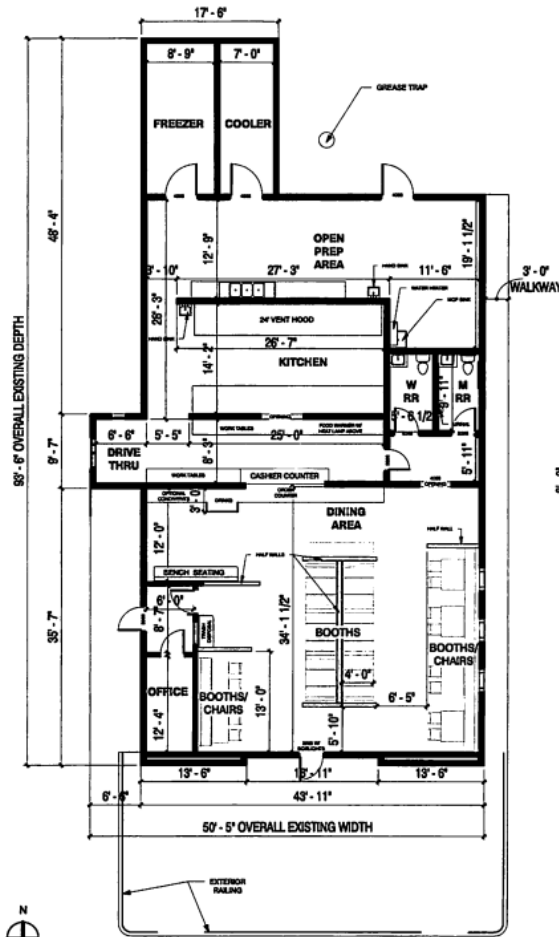
BUILDING HEIGHT (DRIVING AREA): 18'-0" FT
 BUILDING HEIGHT (MAIN BODY): 18'-0" FT

OCCUPANT LOAD: 60

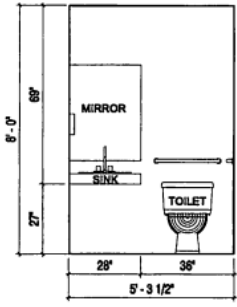
GOVERNING CODES

- BUILDING CODE: 2021 International Building Code with Local Amendments
- ELECTRICAL CODE: 2020 National Electric Code with Local Amendments
- MECHANICAL CODE: 2021 International Mechanical Code with Local Amendments
- PLUMBING CODE: 2021 International Plumbing Code with Local Amendments
- GAS CODE: 2021 International Fuel Gas Code with Local Amendments

1 PROPOSED PLAN
 1/8" = 1'-0"



NOTE!
 ALL NEWLY CONSTRUCTED
 WALLS CONSIST OF THE
 FOLLOWING:
 EXTERIOR : 2x6's
 INTERIOR : 2x4's



2 MENS/WOMENS RESTROOM ELEVATION
 1/2" = 1'-0"



OFFICE
 6000 W Poplar Ave
 Suite 250
 Memphis, TN

PHONE
 901.264.3988
 901.618.8949

EMAIL
 walkindesignsteam@gmail.com

PROJECT TYPE:
 COMMERCIAL

PLAN NUMBER:
 COM-02

DESIGNED FOR:
 KING CHOW

© COPYRIGHT WALKIN DESIGN IT IS FEDERAL OFFENSE TO COPY, REPRODUCE OR USE THIS PLAN/DESIGN OR LOCATIONS OTHER AGREED (PND) PER LOCATIONS

2342 FRAYSER BLVD
 MEMPHIS, TN 38127

FLOOR PLAN
 1/12/2026 2:38:42 PM

A102

As Indicated

SITE PLAN



① SITE PLAN
 1/32" = 1'-0"



walkin designs
OFFICE
 6000 W Poplar Ave
 Suite 250
 Memphis, TN

PHONE
 901.264.3988
 901.618.8949

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 walkindesignsteam@gmail.com

PROJECT TYPE:
 COMMERCIAL

PLAN NUMBER:
 COM-02

DESIGNED FOR:
 KING CHOW

© COPYRIGHT WALKIN DESIGNS IT IS FEDERAL OFFENSE TO COPY, REPRODUCE OR USE THIS PLAN OR ANY PART THEREOF WITHOUT THE WRITTEN PERMISSION OF WALKIN DESIGNS. ALL RIGHTS RESERVED. THIS PLAN IS THE PROPERTY OF WALKIN DESIGNS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

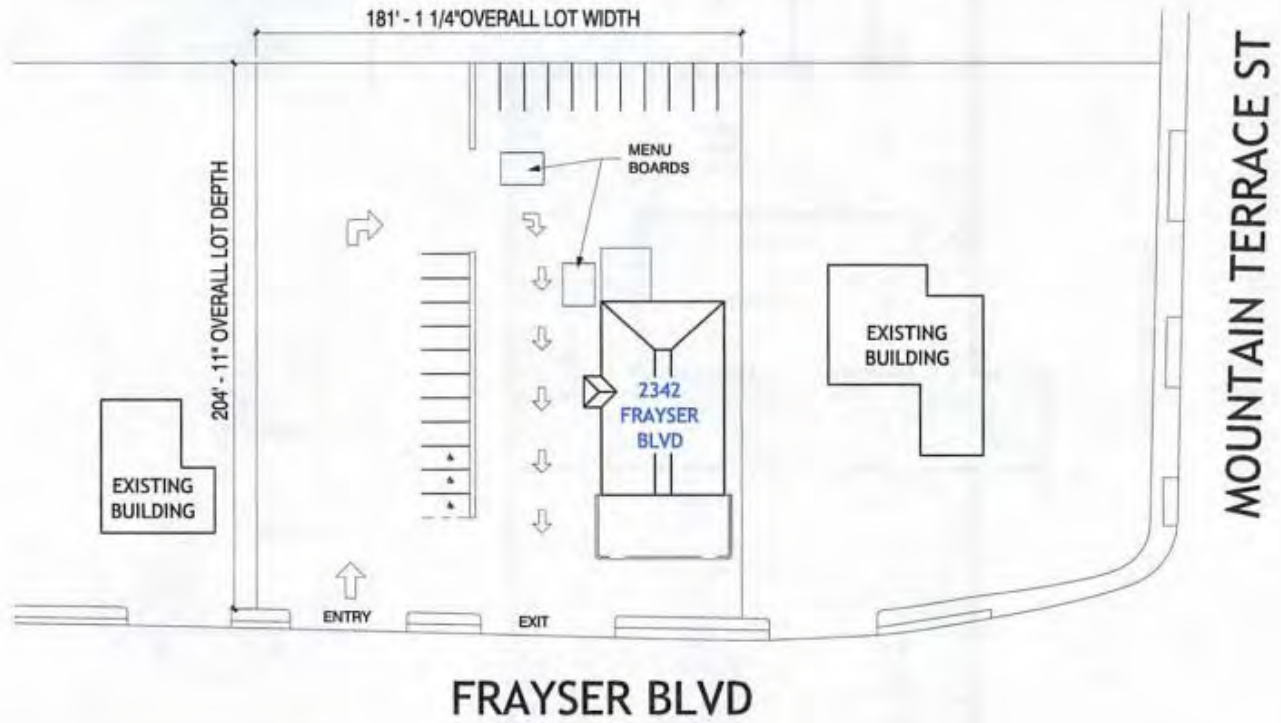
2342 FRAYSER BLVD
 MEMPHIS, TN 38127

SITE PLAN
 1/12/2026 2:38:40 PM

A101

1/32" = 1'-0"

SITE PLAN – MAGNIFIED



CASE REVIEW

Request

The request is a special use permit to allow a drive-thru restaurant.

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 ensure 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.*

Site Details

Address:
2342 Frayser Boulevard

Parcel ID:
072079 00024C

Area:
+/-39, 559 square feet

Description:

The subject property is zoned Commercial Mixed Use – 1. Per the Assessor’s website, the principal structure on the site was built circa 1981 with a ground floor area of +/- 3,646 square feet with a ‘Fast Food’ land classification. The surrounding land uses are a mixture of commercial, institutional and single-family lots. Additionally, this lot has single street frontage along Frayser Boulevard.

Relevant Unified Development Code Clauses

Paragraph 4.6.8A(1)

1. *In the CBD, SCBID, Uptown, and CMU-1 districts and on any designated shopfront, pedestrian or urban frontage (see Section 3.10.3), drive-thru windows and lanes may not be placed between the right-of-way of the street and the associated building. Drive-thru windows and lanes associated with buildings must be placed to the side or rear of the building.*

Paragraph 4.6.8B

1. *Trash collection, trash compaction, recycling collection and other similar service areas must be located on the side or rear of the building and be effectively screened from view from residential properties (does not include upperstory residential units associated with a mixed-use building) or public rights-of-way (not including an alley).*
2. *Screening enclosures shall be a fence or wall composed of an opaque matte material compatible with the dominant material of the primary building. Compatibility of material is subject to Zoning Administrator approval. Enclosures shall be a minimum of six feet in height.*
3. *All service areas must be located a minimum of 25 feet away from any abutting property in a single-family residential district. This distance may be reduced to seven feet if there is no single-family residential structure on the abutting single-family residential district or if the service area is screened by a masonry wall.*
4. *Service areas are not allowed in a required buffer area.*

Site Plan Review

The principal structure has a building setback +/- 27.7 feet

There is a total of twenty-two (22) parking spaces

- Three (3) handicap accessible spaces

There are two menu boards being proposed

- One of the proposed menu boards are located within the drive aisle and blocks the rear parking spaces.

There are two existing curb cuts along Frayser Boulevard

- Entrance: +/- 42.7 feet wide

- Exit: +/- 40.3 feet wide

The refuse container needs an enclosure that is architecturally compatible with the principal structure.

Analysis

The existing principal structure was previously operated as a dine-in restaurant with a pick-up window which is a permitted use in the Commercial Mixed Use – 1 District. Comprehensive Planning deemed the proposed use inconsistent with the goals of Low Intensity Commercial and Service land use. Although there was a pick-up window, the established did not operate a drive-thru with a menu board. The subject property has a commercial land use designation which matches the land use designation of several properties along Frayser Boulevard. The surrounding area, along Frayser Boulevard, is zoned Commercial Mixed Use – 1, Commercial Mixed Use – 2, or Residential Single Family.

The applicant will need to submit a final site plan that illustrates the dimensions of the proposed menu boards, dumpster location and enclosure, parking spaces and dimensions, and other proposed improvements.

The granting of this special use permit will cause substantial detriment to the public good and will substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC) and will be injurious to the neighborhood or the general welfare, and it will not be in harmony with the purpose and intent of the UDC.

RECOMMENDATION

Staff recommends rejection; however if approved, with the following conditions.

Conditions

1. The front façade minimum ground floor area transparency shall be a minimum of 40%.
2. The paved area between the principal structure and sidewalk along Frayser Boulevard (not including the raised foundation) will need to be removed and replaced with landscaping.
3. Streetscape landscaping is required along Frayser Boulevard.
4. A Class III landscaping buffer shall be installed along the property line which abuts residential zoning districts.
5. A final site plan, landscape plan, and elevations 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 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. A sanitary sewer service connection plan is required to be submitted (via 901 portal) to the City Land Development Office for review and approval.
4. All required design plans and potential traffic control plan must be prepared in accordance with the City's Standard Requirements and must be stamped by a Professional Engineer registered in the State of Tennessee.
5. A Sewer Development fee may be required per the City of Memphis Sewer Use Ordinance.

Roads:

6. 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.
7. 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:

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.

County Engineer: No comments received.

City Fire Division:

1. All design and construction shall comply with the 2021 edition of the International Fire Code with local amendments and referenced standards.
2. Fire apparatus access shall comply with section 503.
3. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6.
4. Fire protection water supplies (including fire hydrants) shall comply with section 507.
5. 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.
6. 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.
7. 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.

County Fire Division: No comments received.

City Real Estate: No comments received.

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: No comments received.

Office of Comprehensive Planning: See pages 17 – 19.

Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: SUP 2026-003

Site Address/Location: 2342 Frayser Boulevard

Overlay District/Historic District/Flood Zone: Not in an Overlay District, Historic District, or Flood Zone

Future Land Use Designation: Low Intensity Commercial and Services (CSL)

Street Type: Parkway

Applicant is requesting to re-open an existing drive-through window.

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

Low Intensity Commercial and Service (CSL) areas are typically not associated with anchors. These areas may include neighborhood supporting commercial uses such as retail sales and services, offices, restaurants, funeral services, small-scale recreation, social service institutions, and occasional upper-story residential. Graphic portrayal of CSL is to the right.



“CSL” Form & Location Characteristics
Commercial and services uses, 1-4 stories height

“CSL” Zoning Notes

Generally compatible with the following zone districts: CMU-1 without frontage requirements, OG, SDBP 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, Single-Family, Institutional, Vacant; CMU-1, CMU-2, R-10

Overall Compatibility: *The requested use is not compatible with the land use description/intent, form & location characteristics, and existing, adjacent land use; but is not compatible with the existing zoning notes and zoning. A commercial drive-through is incompatible with the existing pedestrian infrastructure along Frayser Boulevard created through Accelerate Memphis funds and is also incompatible with the existing residential neighborhood to the north.*

Degree of Change Map



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

Degree of Change Description

N/A

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

N/A

4. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

The requested use of a drive-through window is inconsistent with **Objective 1.5 – Strengthen neighborhood commercial districts** **Action 1.5.9 – Improve walkability and multimodal access within and around community and Citywide Anchors to promote local economies and connect neighborhood residents and local businesses.**

While the drive-through would not be in a community anchor, it is directly adjacent to two anchors that are along Frayser Boulevard. Furthermore, the development of an auto-centric use would be incompatible with existing pedestrian and bike street improvements that serve to connect the two surrounding anchors.

Consistency Analysis Summary

Applicant is requesting to re-open an existing drive-through window.

The requested use is not compatible with the land use description/intent, form & location characteristics, and existing, adjacent land use; but is not compatible with the existing zoning notes and zoning. A commercial drive-through is incompatible with the existing pedestrian infrastructure along Frayser Boulevard created through Accelerate Memphis funds and is also incompatible with the existing residential neighborhood to the north.

The requested use of a drive-through window is inconsistent with **Objective 1.5 – Strengthen neighborhood commercial districts** **Action 1.5.9 – Improve walkability and multimodal access within and around community and Citywide Anchors to promote local economies and connect neighborhood residents and local businesses.**

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

Summary Compiled by: Grayson Vincent, Comprehensive Planning.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Wednesday, March 4, 2026 at 8 AM.**

CASE NUMBER: SUP 2026-003
ADDRESS: 2342 Frayser Blvd.
REQUEST: Special Use Permit: Drive-thru restaurant
APPLICANT: Michael Fitch

Meeting Details

Location: Council Chambers
City Hall 1st Floor
125 N Main St.
Time: 9:00 AM
Date: Thursday, March 12, 2025

Staff Planner Contact:

Alexis Longstreet
✉ Alexis.Longstreet@memphistn.gov
☎ (901) 636-7120



VICINITY MAP



To learn more about this proposal, contact the staff planner or use the QR code to view the full application.



120 Notices Mailed 02/20/2026

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, Michael Fitch, being duly sworn, depose and say that at 9 am/pm on the 2 day of March, 2026, I posted 3 Public Notice Sign(s) pertaining to Case No. SUP 2026 003 at 2342 Frayser Blvd, 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

March 2, 2026
Date

Subscribed and sworn to before me this 2 day of March, 2026

[Signature]
Notary Public
My commission expires: 2/14/29



APPLICATION



**Memphis and Shelby County Division of
Planning and Development**

East Service Center: 6465 Mullins Station Rd; Memphis,
Tennessee 38134
Downtown Service Center: 125 N. Main Street;
Memphis, Tennessee 38103

website: www.develop901.com

Record Summary for Special Use Permit

Record Detail Information

Record Type: Special Use Permit

Record Status: Pending

Opened Date: January 20, 2026

Record Number: SUP 2026-003

Expiration Date:

Record Name: -

Description of Work: Updating and reopening an existing drive thru window

Parent Record Number:

Address:

2342 FRAYSER BLVD, MEMPHIS 38127

Owner Information

Primary Owner Name

Y CHOW PROPERTY & INVESTMENTS &

Owner Address

Owner Phone

3990 N POTTER WOODS CV, ARLINGTON, TN 38002

Parcel Information

072079 00024C

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner Alexis Longstreet

Date of Meeting 01/13/2026

Pre-application Meeting Type -

GENERAL PROJECT INFORMATION

Application Type New Special Use Permit (SUP)

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

GENERAL PROJECT INFORMATION

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

This project will be constructed to enhance the character of the neighborhood.

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

This project will be constructed to blend in with the immediate vicinity.

UDC Sub-Section 9.6.9C

This project will be constructed to facilitate public and emergency services.
 the completion of this project ill be innocuous.
 This project will be constructed to comply with local codes.

UDC Sub-Section 9.6.9D

UDC Sub-Section 9.6.9E

UDC Sub-Section 9.6.9F

The approval of this project will benefit the adjacent properties.

GIS INFORMATION

Case Layer
 Central Business Improvement District
 Class
 Downtown Fire District
 Historic District
 Land Use
 Municipality
 Overlay/Special Purpose District
 Zoning
 State Route
 Lot
 Subdivision
 Planned Development District
 Wellhead Protection Overlay District
 County Commission District
 City Council District
 City Council Super District

BOA1985-088
 No
 C
 No
 -
 COMMERCIAL
 MEMPHIS
 -
 CMU-1
 -
 -
 -
 -
 -
 No
 -
 -
 -

Contact Information

Name
MICHAEL FITCH

Contact Type
APPLICANT

Address
TN,

Phone
(901)331-0039

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1702521	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	01/20/2026

Total Fee Invoiced: \$500.00

Total Balance: \$0.00

Payment Information

Payment Amount	Method of Payment
\$500.00	Check

OWNER 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, Sunny Chow (Print Name) [Signature] (Sign Name), 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 2342 Frayser Blvd Memphis, TN 38127
and further identified by Assessor's Parcel Number 072079 00024C
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 16 day of January in the year of 2026.

[Signature]
Signature of Notary Public



COMMISSION EXPIRES:
NOVEMBER 18, 2026

My Commission Expires _____

LETTER OF INTENT

Jan 29, 2026

The project at 2342
Fraser Blvd is intended to
reopen an existing drive-
thru window

Michael Fitch


LETTERS RECEIVED

No letters received at the time of completion of this report.



Memphis and Shelby County Division of Planning and Development

East Service Center: 6465 Mullins Station Rd; Memphis, Tennessee 38134

Downtown Service Center: 125 N. Main Street; Memphis, Tennessee 38103

website: www.develop901.com

Record Summary for Special Use Permit

Record Detail Information

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Record Name: -

Description of Work: Updating and reopening an existing drive thru window

Parent Record Number:

Address:

2342 FRAYSER BLVD, MEMPHIS 38127

Owner Information

Primary Owner Name

Y CHOW PROPERTY & INVESTMENTS &

Owner Address

3990 N POTTER WOODS CV, ARLINGTON, TN 38002

Owner Phone

Parcel Information

072079 00024C

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner Alexis Longstreet

Date of Meeting 01/13/2026

Pre-application Meeting Type -

GENERAL PROJECT INFORMATION

Application Type New Special Use Permit (SUP)

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

GENERAL PROJECT INFORMATION

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

This project will be constructed to enhance the character of the neighborhood.

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

This project will be constructed to blend in with the immediate vicinity.

UDC Sub-Section 9.6.9C

This project will be constructed to facilitate public and emergency services.

UDC Sub-Section 9.6.9D

the completion of this project ill be innocuous.

UDC Sub-Section 9.6.9E

This project will be constructed to comply with local codes.

UDC Sub-Section 9.6.9F

The approval of this project will benefit the adjacent properties.

GIS INFORMATION

Case Layer

BOA1985-088

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

-

Subdivision

-

Planned Development District

-

Wellhead Protection Overlay District

No

County Commission District

-

City Council District

-

City Council Super District

-

Contact Information

Name
MICHAEL FITCH

Contact Type
APPLICANT

Address
TN,

Phone
(901)331-0039

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1702521	Special Use Permit Fee - 5 acres or less (Base Fee)	1	500.00	INVOICED	0.00	01/20/2026

Total Fee Invoiced: \$500.00

Total Balance: \$0.00

Payment Information

Payment Amount	Method of Payment
\$500.00	Check



Shelby County Tennessee
Willie F. Brooks, Jr.
Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

25030220
04/17/2025 - 10:35:30 AM

7 PGS

ABRIA 2823453-25030220

VALUE	285000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1054.50
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	1094.50

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**THIS INSTRUMENT PREPARED BY:
SNELL & WILMER L.L.P.
ONE EAST WASHINGTON ST., STE 2700
PHOENIX, AZ 85004
ATTN: TIMOTHY SMITH, E**

WHEN RECORDED MAIL TO:

**FIDELITY NATIONAL TITLE CO – NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: KELLI VOS
(602)343-7572**

**TITLE NO.: 20250342CTN
ESCROW NO.: AZ250197-KEY**

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

Snell & Wilmer L.L.P.
One East Washington St., Suite 2700
Phoenix, AZ 85004
Attn: Timothy Smith, Esq.

**Tax parcel identification
number(s):**
072079 00024C

**Name and Address of Owner and Taxpayer and send
tax bill to:**

Chow Property & Investments & Management
3990 N. Potter Woods Cove
Lakeland, TN 38002
Attn: King Chow

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 21st day of March, 2025, by and between Realty Income Corporation, a Maryland corporation, the party of the first part, whose address is 11995 El Camino Real, San Diego, CA 92130, and Chow Property & Investments & Management, a Tennessee limited partnership, the party of the second part, whose address is 3990 N. Potter Woods Cove, Lakeland, TN 38002.

WITNESSETH: That for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second party that certain real property legally described on the attached Exhibit A (the "Property"), together with all right, title and interest of said party of the first part in and to (i) all improvements located on the Property; (ii) all easements, if any, benefiting the Property; and (iii) all rights, benefits, privileges and appurtenances pertaining to the Property.

SUBJECT TO all unpaid, non-delinquent real property taxes, general and special taxes, bonds, and assessments; all liens, covenants, conditions, reservations, rights, easements, interests, rights of way, and restrictions of public record; all leases and any other occupancy agreements in effect; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property; and all matters visible upon or about the Property or that would be disclosed by an accurate survey of the Property (the "Permitted Exceptions").

The party of the first part hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the Property unto the party of the second part, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the party of the first party, but not otherwise, and subject to the Permitted Exceptions.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

BY ACCEPTANCE OF THIS DEED, THE PARTY OF THE SECOND PART EXPRESSLY ACKNOWLEDGES, ACCEPTS, AND AGREES THAT EXCEPT FOR ANY WARRANTIES OF TITLE AS PROVIDED AND LIMITED IN THIS DEED, (A) THE PARTY OF THE FIRST PART HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY; (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS," AND (C) THE PARTY OF THE FIRST PART EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY RELATING TO (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES, USES OR PURPOSES WHICH THE PARTY OF THE SECOND PART OR ANYONE ELSE MAY INTEND TO CONDUCT THEREON, (iii) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND (iv) THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS AND REGULATIONS.

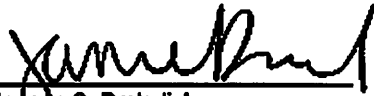
Dated this 21st day of March, 2025.

[Signature page follows]

Executed this 20th day of March, 2025.

GRANTOR:

Realty Income Corporation,
a Maryland corporation

By: 
Name: Janeen S. Drakulich
Its: SVP, Head of Asset Management

Approved as to Form
Snell & Wilmer Law Firm


Jordyn Pettit

ACKNOWLEDGMENT

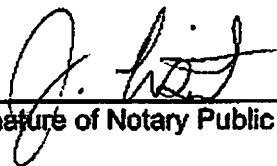
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

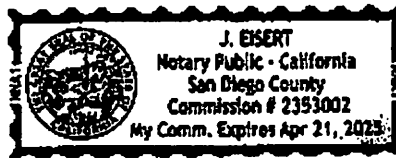
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On March 20, 2025, before me, J. Eisert, Notary Public, personally appeared Janeen S. Drakulich, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public (Notary Seal)




STATE OF ARIZONA)

COUNTY OF MARICOPA)

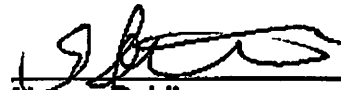
Mail Tax Bills to: Chow Property & Investments & Management
3990 N. Potter Woods Cove
Lakeland, TN 38002
Attn: King Chow

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 \$285,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.



Affiant

Subscribed and sworn to before me this DATE.



Notary Public
Erin Leatham

Typed or Printed Name

My Commission Expires: 9-30-25

(SEAL)



ERIN LEATHAM
Notary Public - Arizona
Maricopa Co. / #814103
Expires 09/30/2025

After recording return to: Chow Property & Investments & Management
3990 N. Potter Woods Cove
Lakeland, TN 38002
Attn: King Chow

**EXHIBIT A
LEGAL DESCRIPTION**

A certain tract of land in Shelby County, State of Tennessee, more particularly described as follows:

PARCEL I

The East 100 feet of a 2.22 acre tract, more or less, which is part of the McKell 11.49 acre tract on Old Center Point Road (now Raleigh Frayser Road), being a part of a 283 acre tract known as Part of Lot 1 and 2 of Markman tract described in Deed in Book 537, Page 1, in the Register's Office of Shelby County, Tennessee, containing 0.49 acres, more or less, and more particularly described as follows:

Beginning at a point in the North line of Frayser Boulevard said point being in the Southwest corner of Lot 83, Northwood Manor Subdivision, as recorded in Plat Book 23, Page 39, said point being the TRUE POINT OF BEGINNING; thence run S 89°03'59" W along the North right of way margin of Frayser Boulevard for a distance of 100 feet to a point; thence run N 00°56'01" W parallel with the East boundary line of said Lot 83 for a distance of 215.00 feet to a point; thence run N 89°03'59" E parallel with the North right of way margin of said Frayser Boulevard for a distance of 100.00 feet to a point in the West boundary line of Lot 36, Northwood Manor Subdivision, thence run S 00°56'01" E long the West boundary line of said Lot 36 and Lot 83, for a distance of 215.00 feet to a point and back to the TRUE POINT OF BEGINNING.

PARCEL II

Part of McKell, 11.49 Acres on the North side of Frayser Boulevard, containing 0.39 acres, more or less, being more particularly described as follows:

Beginning at a point in the North line of Frayser Boulevard said point being in the Southwest corner of Lot 83, Northwood Manor Subdivision, as recorded in Plat Book 23, Page 39; thence run S 89°03'59" W along the North right of way margin of Frayser Boulevard, a distance of 100.00 feet to a point, said point being the TRUE POINT OF BEGINNING; thence continue S 89°03'59" W along said North right of way margin of Frayser Boulevard for a distance of 79.00 feet to a point; thence run N 00°56'01" W parallel with the East boundary line of said Lot 83 for a distance of 215.00 feet to a point; thence run N 89°03'59" E parallel with the North right of way margin of said Frayser Boulevard for a distance of 79.00 feet to a point; thence run S 00°56'01" E parallel with the west boundary line of said Lot 83 for a distance of 215.00 feet to a point and back to the TRUE POINT OF BEGINNING.

Being the same property conveyed to Realty Income Corporation by deed of record in Instrument No. 06174697, Register's Office for Shelby County, Tennessee.

Jan 29, 2026

The project at 2342
Frayser Blvd is intened to
reopen an existing drive-
thru window

Michael Fitch


Rita K Anderson

Approved for Issue By:

Signature of Owner or Authorized Agent

Date

[Faint handwritten notes]

[Faint handwritten notes]

[Faint handwritten notes]

MEMPHIS AND SHELBY COUNTY DIVISION OF PLANNING AND DEVELOPMENT

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, Sunny Chow (Print Name) [Signature] (Sign Name), 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):

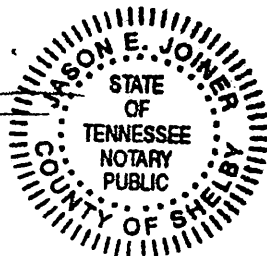
I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in 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 2342 Frayser Blvd Memphis, TN 38127
and further identified by Assessor's Parcel Number 072079 00024C
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 16 day of January in the year of 2026.

[Signature]
Signature of Notary Public



COMMISSION EXPIRES:
NOVEMBER 18, 2026

My Commission Expires _____

BUILDING DATA

(DINING LOAD): 53
 (KITCHEN LOAD): 7
 OCCUPANT LOAD (TOTAL): 60
 (According to Chapter 10 of International Building Code 2018)

RESTROOMS REQUIRED: 2
 RESTROOMS (TOTAL): 2
 (According to Chapter 10 of International Building Code 2018)

EXIT(S) REQUIRED: 3
 EXITS (TOTAL): 3
 (According to Chapter 10 of International Building Code 2021)

BUILDING DATA CONT.

BUILDING: Group B
 NEW BUILDING AREA: 3,434 SqFt

USE & CONSTRUCTION: A-2
 OCCUPANCY CLASSIFICATION: (According to Chapter 3 of International Building Code 2021)

CONSTRUCTION TYPE: V-A
 (According to Chapter 6 of International Building Code 2021)

MAXIMUM HEIGHT/No of FLOORS: 65 FT
 2 Stories Above
 (According to Chapter 5 of International Building Code 2021)

ALLOWABLE AREA: 9,600 SF
 (According to Chapter 5 of International Building Code 2021)

FIRE SPRINKLERS: SPRINKLERS REQUIRED (EXISTING)

BUILDING DATA CONT.

BUILDING: Group B

ACCESSIBILITY & EGRESS: 30
 PARKING SPACES: (According to Chapter 5 of International Code Council 2017)

ACCESSIBLE PARKING: 2
 (According to Chapter 5 of International Code Council 2017)

BUILDING HEIGHT (DINING AREA): 18'-0" FT
 BUILDING HEIGHT (MAIN BODY): 18'-0" FT

OCCUPANT LOAD: 60

GOVERNING CODES

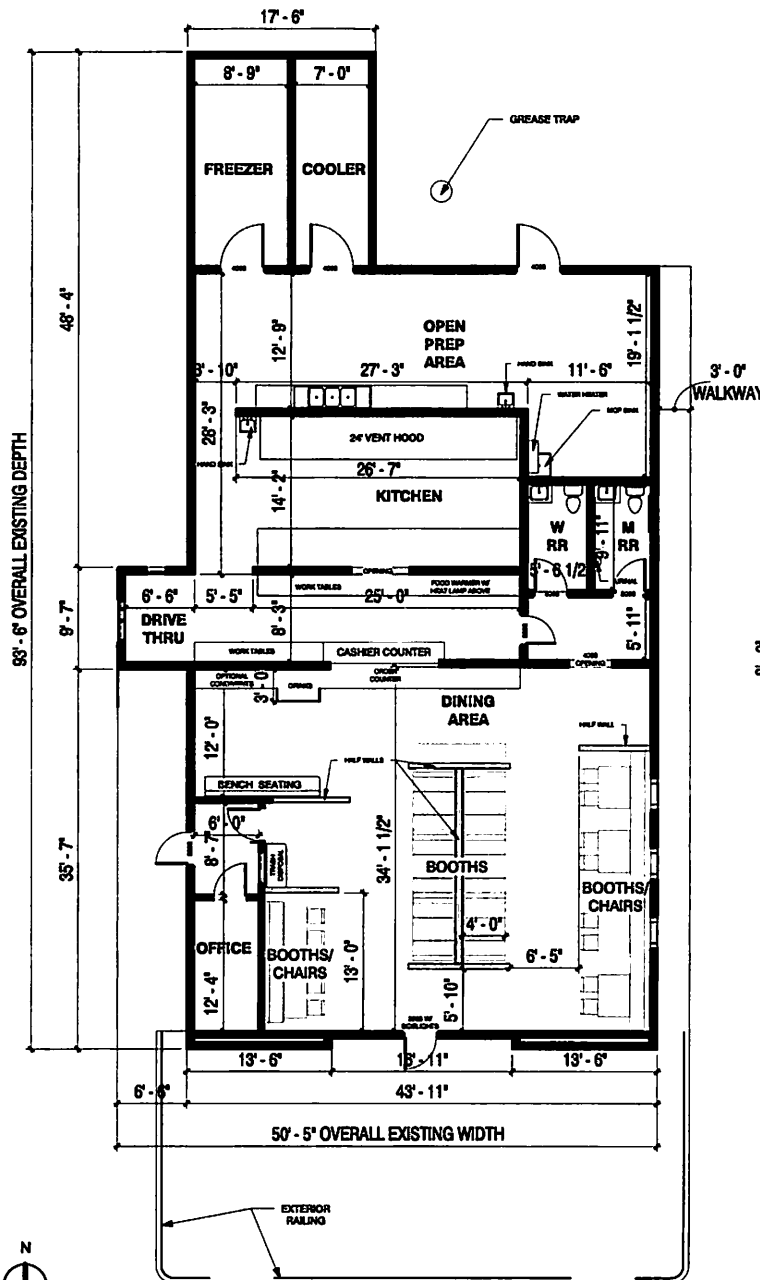
BUILDING CODE: 2021 International Building Code with Local Amendments

ELECTRICAL CODE: 2020 National Electric Code with Local Amendments

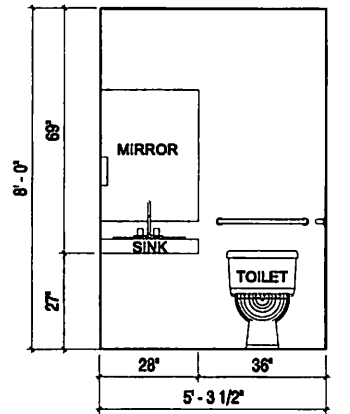
MECHANICAL CODE: 2021 International Mechanical Code with Local Amendments

PLUMBING CODE: 2021 International Plumbing Code with Local Amendments

GAS CODE: 2021 International Fuel Gas Code with Local Amendments

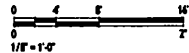


NOTE!
 ALL NEWLY CONSTRUCTED WALLS CONSIST OF THE FOLLOWING:
 EXTERIOR : 2x6's
 INTERIOR : 2x4's



② MENS/WOMENS RESTROOM ELEVATION
 1/2" = 1'-0"

① PROPOSED PLAN
 1/8" = 1'-0"



OFFICE
 6000 W Poplar Ave
 Suite 250
 Memphis, TN

PHONE
 901.264.3988
 901.618.8949

EMAIL
 walkindesignsteam@gmail.com

PROJECT TYPE:
 COMMERCIAL

PLAN NUMBER:
 COM-02

DESIGNED FOR:
 KING CHOW

© COPYRIGHT WALKIN DESIGNS IT IS FEDERAL OFFENSE TO COPY, REPRODUCE, OR USE THIS PLAN/DESIGN OR LOCATIONS OTHER AGREED (PMD) PER LOCATIONS

2342 FRAYSER BLVD
 MEMPHIS, TN 38127

FLOOR PLAN

1/12/2026 2:38:42 PM

A102

As indicated



**MEMPHIS AND
SHELBY COUNTY** **DIVISION OF PLANNING
AND DEVELOPMENT**

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

March 13, 2026

Michael Fitch, CM MPE

Sent via electronic mail to: constructionmpe@gmail.com

Case Number: SUP 2026-003

LUCB Recommendation: Rejection, however if approved, with conditions

Dear applicant,

On Thursday, March 12, 2026, the Memphis and Shelby County Land Use Control Board recommended **approval** of your special use permit application to allow a drive-thru restaurant at 2342 Frayser Blvd., subject to the following conditions:

1. The front façade minimum ground floor area transparency shall be a minimum of 40%.
2. The paved area between the principal structure and sidewalk along Frayser Boulevard (not including the raised foundation) will need to be removed and replaced with landscaping.
3. Streetscape landscaping is required along Frayser Boulevard.
4. A Class III landscaping buffer shall be installed along the property line which abuts residential zoning districts.
5. A final site plan, landscape plan, and elevations shall be submitted for administrative review and approval by the Division of Planning and Development

This application will be forwarded, for final action, to the Council of the City of Memphis. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at Alexis.Longstreet@memphistn.gov.

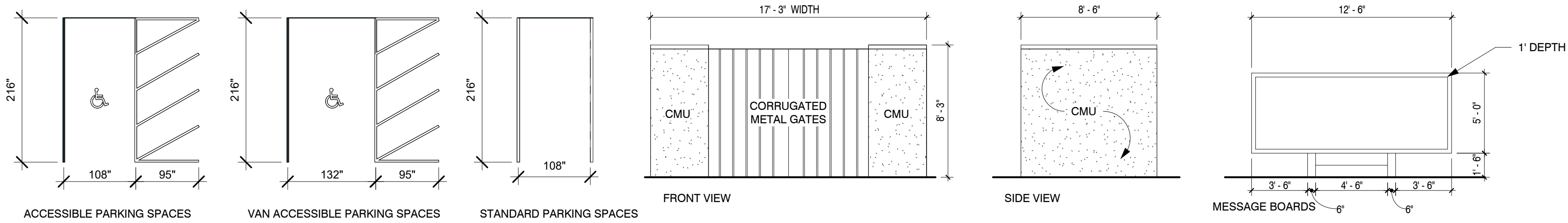
Letter to Applicant
SUP 2026-003

Respectfully,

Alexis Longstreet

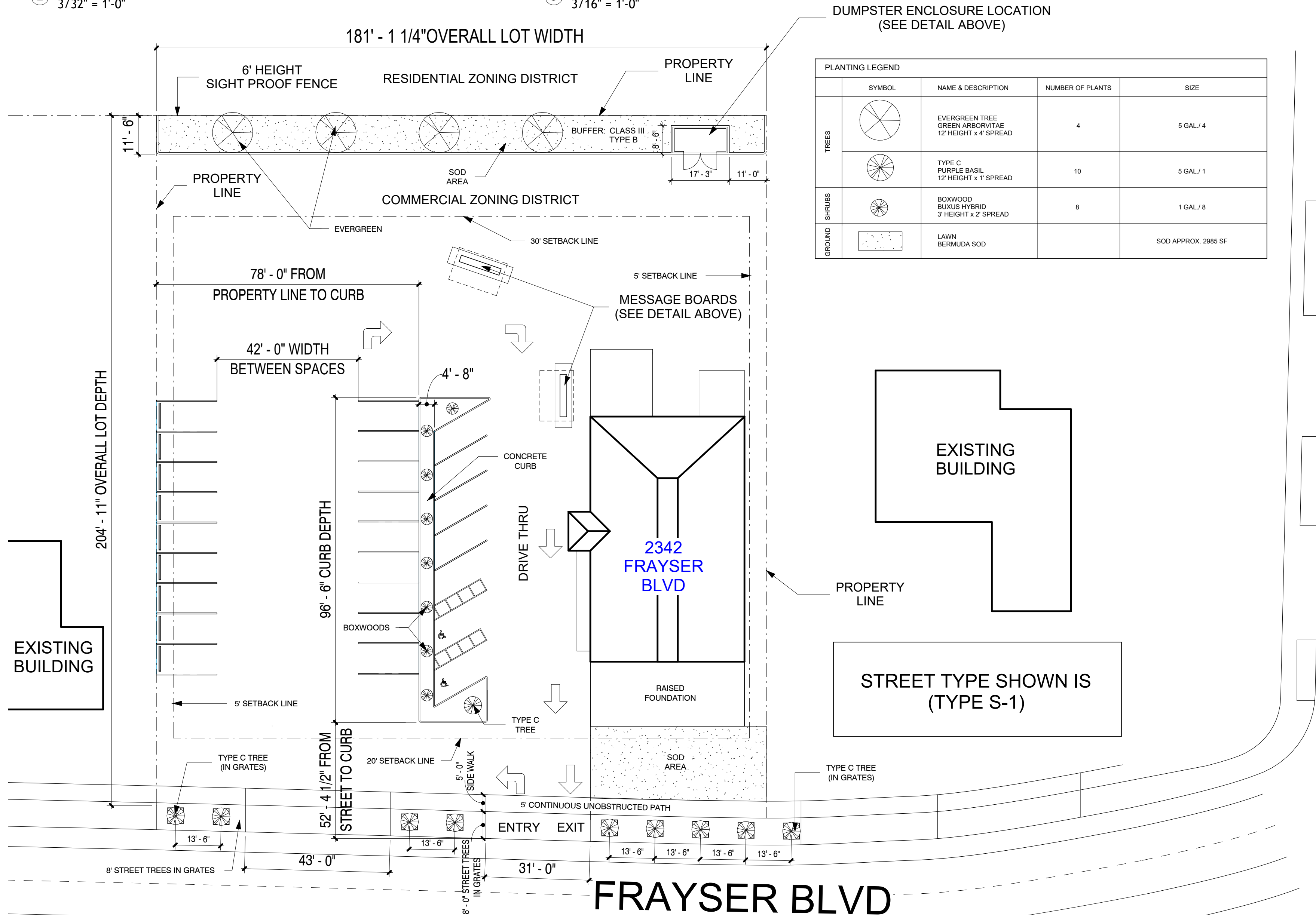
Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Cc: File



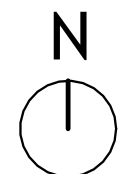
2 PARKING DETAILS
3/32" = 1'-0"

3 DUMPSTER ENCLOSURE
3/16" = 1'-0"



MOUNTAIN TERRACE ST

1 SITE PLAN
3/64" = 1'-0"



WALKIN DESIGNS, LLC, DOES NOT PRACTICE STRUCTURAL ENGINEERING, THEREFORE, ALL BEAMS, CONNECTORS, SOLID BEARING LOCATION, AND ALL OTHER STRUCTURAL ITEMS ARE TO BE REVIEWED AND APPROVED BY A LICENSED STRUCTURAL ENGINEER. WALKIN DESIGNS, LLC, ASSUMES NO RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF PRESENTED BUILDING. BUILDER RESPONSIBLE FOR REVIEWING AND CONFIRMING ALL INFORMATION NEEDED IS PRESENT. FOLLOW LOCAL, CODES AND COMMON PRACTICES. REPRODUCTION OF ANY PORTION OF THIS DRAWING IS STRICTLY PROHIBITED. THESE DRAWINGS ARE TO BE USED IN CONSTRUCTION OF ONLY ONE RESIDENCE.

BUILDING DATA

(DINING LOAD): 53
 (KITCHEN LOAD): 7
 OCCUPANT LOAD (TOTAL): 60
 (According to Chapter 10 of International Building Code 2018)

RESTROOMS REQUIRED : 2
 RESTROOMS (TOTAL) : 2
 (According to Chapter 29 of International Building Code 2018)

EXIT(S) REQUIRED : 3
 EXITS (TOTAL) : 3
 (According to Chapter 10 of International Building Code 2021)

BUILDING DATA CONT.

BUILDING: Group B
 NEW BUILDING AREA 3,434 SqFt

USE & CONSTRUCTION :
 OCCUPANCY CLASSIFICATION: A-2
 (According to Chapter 3 of International Building Code 2021)

CONSTRUCTION TYPE: V-A
 (According to Chapter 6 of International Building Code 2021)

MAXIMUM HEIGHT/No of FLOORS: 65 FT
 2 Stories Above
 (According to Chapter 5 of International Building Code 2021)

ALLOWABLE AREA: 9,500 SF
 (According to Chapter 5 of International Building Code 2021)

FIRE SPRINKLERS: SPRINKLERS REQUIRED (EXISTING)

BUILDING DATA CONT.

BUILDING: Group B

ACCESSIBILITY & EGRESS :
 PARKING SPACES: 30
 (According to Chapter 5 of International Code Council 2017)

ACCESSIBLE PARKING : 2
 (According to Chapter 5 of International Code Council 2017)

BUILDING HEIGHT (DINING AREA): 18'-0" FT
 BUILDING HEIGHT (MAIN BODY) 16'-9" FT

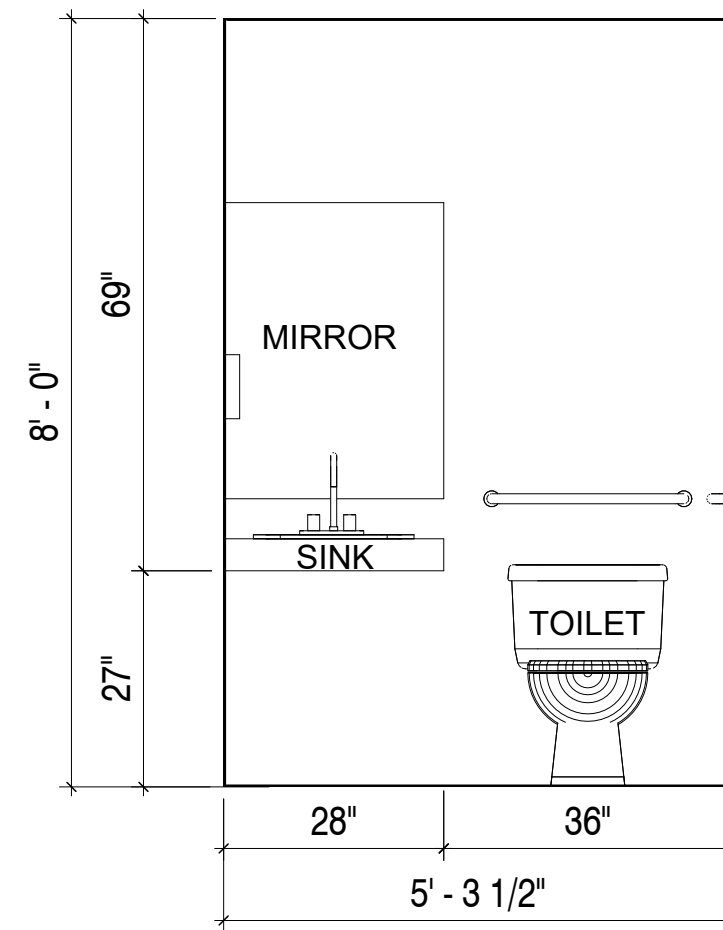
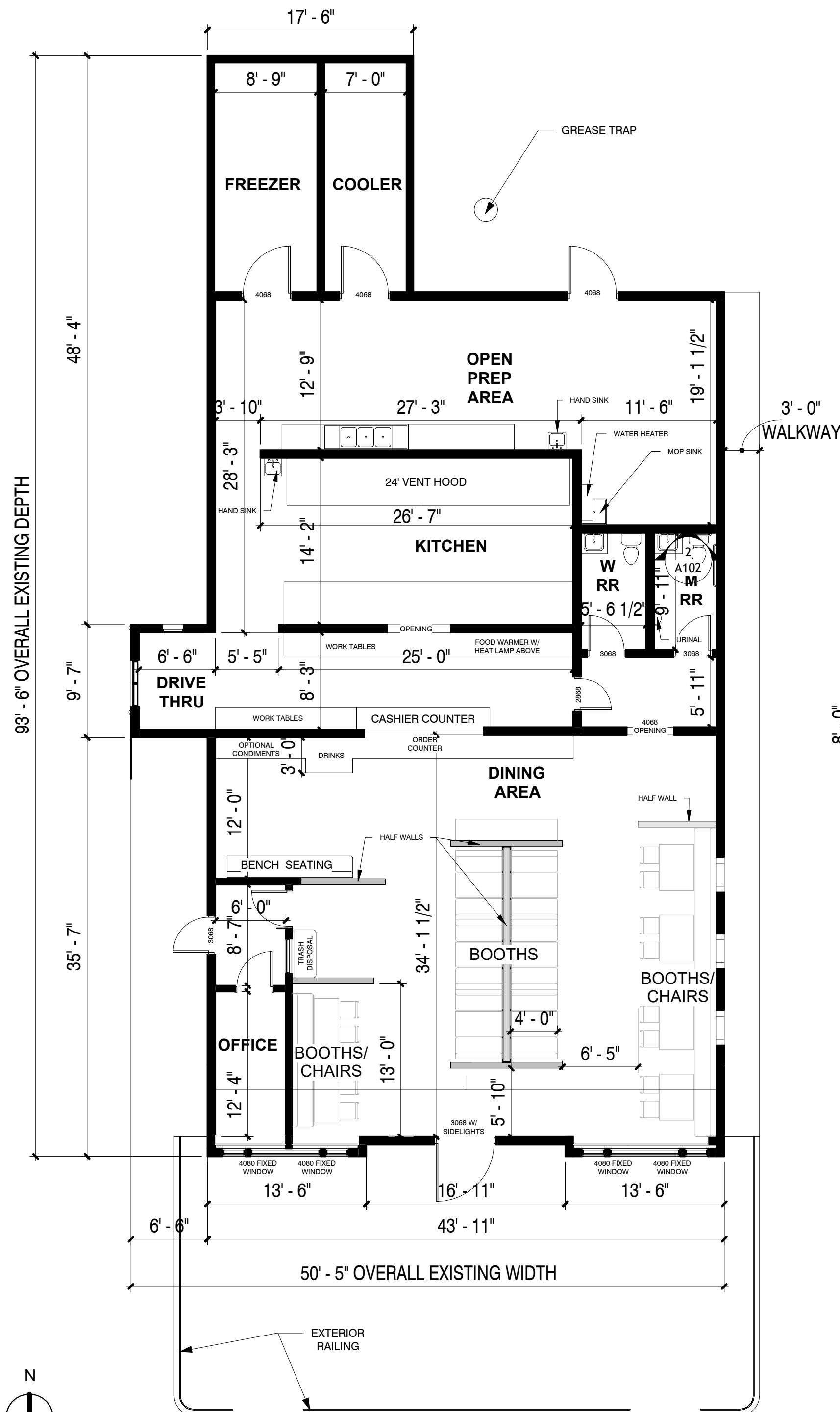
OCCUPANT LOAD : 60

GOVERNING CODES

BUILDING CODE 2021 International Building Code with Local Amendments
 ELECTRICAL CODE 2020 National Electric Code with Local Amendments
 MECHANICAL CODE 2021 International Mechanical Code with Local Amendments
 PLUMBING CODE 2021 International Plumbing Code with Local Amendments
 GAS CODE 2021 International Fuel Gas Code with Local Amendments

NOTE!
 ALL NEWLY CONSTRUCTED WALLS CONSIST OF THE FOLLOWING:
 EXTERIOR : 2x6's
 INTERIOR : 2x4's

NOTE!
 BUILDING HAS ALREADY OBTAINED CERTIFICATE OF OCCUPANCY AND THE CHANGES MADE ARE TO COMPLY WITH MEMPHIS 3.0.



② MENS/WOMENS RESTROOM ELEVATION
 1/2" = 1'-0"

WALKIN DESIGNS, LLC. DOES NOT PRACTICE STRUCTURAL ENGINEERING. THEREFORE, ALL BEAMS, CONNECTORS, SOLID BEARING LOCATION, AND ALL OTHER STRUCTURAL ITEMS ARE TO BE REVIEWED AND APPROVED BY A LICENSED STRUCTURAL ENGINEER. WALKIN DESIGNS, LLC. ASSUMES NO RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF PRESENTED BUILDING. BUILDER RESPONSIBLE FOR REVIEWING AND CONFIRMING ALL INFORMATION NEEDED IS PRESENT. FOLLOW LOCAL, CODES AND COMMON PRACTICES. REPRODUCTION OF ANY PORTION OF THIS DRAWING IS STRICTLY PROHIBITED. THESE DRAWINGS ARE TO BE USED IN CONSTRUCTION OF ONLY ONE RESIDENCE.



OFFICE
 6000 W Poplar Ave
 Suite 250
 Memphis, TN

PHONE
 901.264.3988
 901.618.8949

EMAIL
 walkindesignteam@gmail.com

PROJECT TYPE:
 COMMERCIAL

PLAN NUMBER:
 SUP 2026-003

DESIGNED FOR:
 KING CHOW

© COPYRIGHT WALKIN DESIGNS IT IS FEDERAL OFFENSE TO COPY, REDRAW, OR USE THIS PLAN/DESIGN ON LOCATIONS OTHER AGREED (PAID FEE) LOCATIONS

2342 FRAYSER BLVD
 MEMPHIS, TN 38127

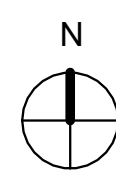
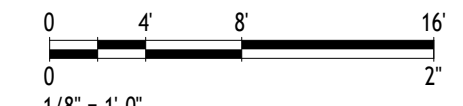
FLOOR PLAN

4/9/2026 12:01:11 PM

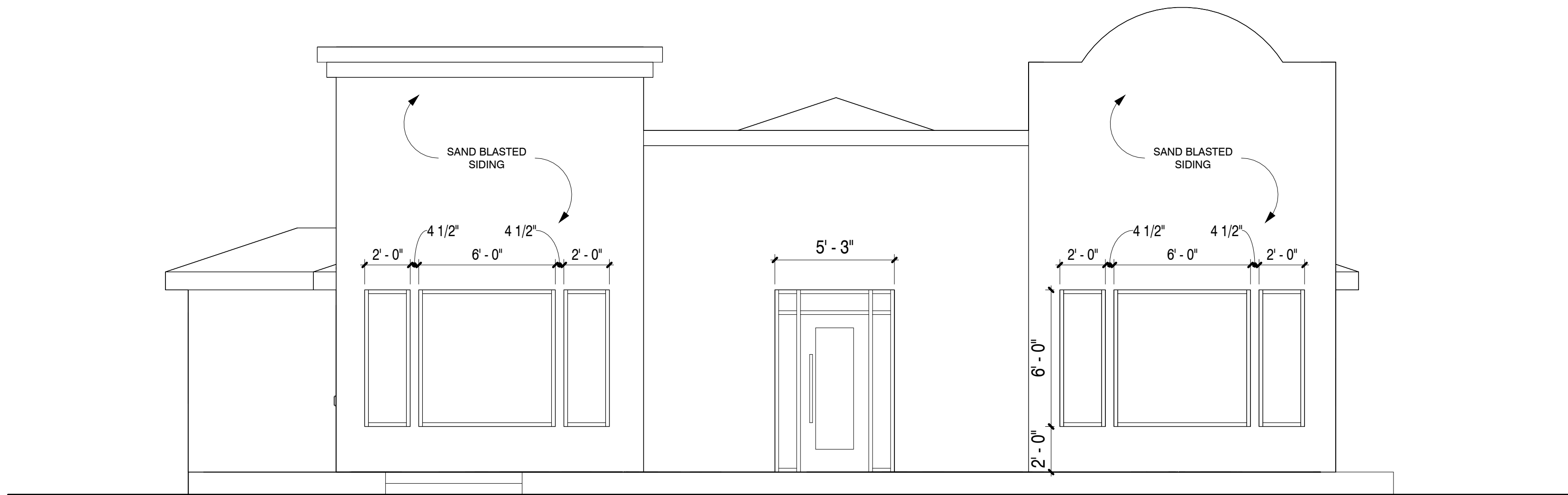
A102

As indicated

① PROPOSED PLAN
 1/8" = 1'-0"



WALKIN DESIGNS, LLC, DOES NOT PRACTICE STRUCTURAL ENGINEERING, THEREFORE, ALL BEAMS, CONNECTORS, SOLID BEARING LOCATION, AND ALL OTHER STRUCTURAL ITEMS ARE TO BE REVIEWED AND APPROVED BY A LICENSED STRUCTURAL ENGINEER. WALKIN DESIGNS, LLC, ASSUMES NO RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF PRESENTED BUILDING. BUILDER RESPONSIBLE FOR REVIEWING AND CONFIRMING ALL INFORMATION NEEDED IS PRESENT. FOLLOW LOCAL CODES AND COMMON PRACTICES. REPRODUCTION OF ANY PORTION OF THIS DRAWING IS STRICTLY PROHIBITED. THESE DRAWINGS ARE TO BE USED IN CONSTRUCTION OF ONLY ONE RESIDENCE.



4 FRONT ELEVATION
1/4" = 1'-0"

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

**ONE ORIGINAL |
ONLY STAPLED |
TO DOCUMENTS**

**Planning & Development
DIVISION**

Planning & Zoning COMMITTEE: 04/28/2026

DATE

PUBLIC SESSION: 05/12/2026

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 4387 Raleigh Lagrange Road, known as case number PD 2025-008

CASE NUMBER: PD 2025-008

DEVELOPMENT: Rey's Tree Service Planned Development

LOCATION: 4387 Raleigh Lagrange Road

COUNCIL DISTRICTS: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Rey Vasquez, Rey Tree Service

REPRESENTATIVE: David Upton

REQUEST: Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage

AREA: +/-1.793 acres

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**
Hearing – May 12, 2026

PRIOR ACTION ON ITEM:

(1) _____	APPROVAL - (1) APPROVED (2) DENIED
<u>12/11/2025</u>	DATE
(1) <u>Land Use Control Board</u>	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>
	<u>4/20/26</u>	PLANNER
	<u>4/20/26</u>	DEPUTY ADMINISTRATOR
_____	_____	ADMINISTRATOR
_____	_____	DIRECTOR (JOINT APPROVAL)
_____	_____	COMPTROLLER
_____	_____	FINANCE DIRECTOR
_____	_____	CITY ATTORNEY

CHIEF ADMINISTRATIVE OFFICER

COMMITTEE CHAIRMAN



Memphis City Council Summary Sheet

PD 2025-008

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 4387 RALEIGH LAGRANGE, KNOWN AS CASE NUMBER PD 2025-008

- This item is a resolution with conditions to allow a lawn, tree, and/or garden service with limited outdoor storage; 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, December 11, 2025**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER:	PD 2025-008
DEVELOPMENT:	Rey's Tree Service Planned Development
LOCATION:	4387 Raleigh Lagrange Road
COUNCIL DISTRICT(S):	District 1 and Super District 9 – Positions 1, 2, and 3
OWNER/APPLICANT:	Rey Vasquez, Rey Tree Service
REPRESENTATIVE:	David Upton
REQUEST:	Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage
EXISTING ZONING:	Residential Urban – 3 (RU-3)
AREA:	+/-1.793 acres

The following spoke in support: David Upton, Rey Vasquez

The following spoke in opposition: None

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 vote of 7-1-0-0 on the regular agenda.

Respectfully,



Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Cc: Committee Members
File

**PD 2025-008
CONDITIONS**

Outline/General Plan Conditions

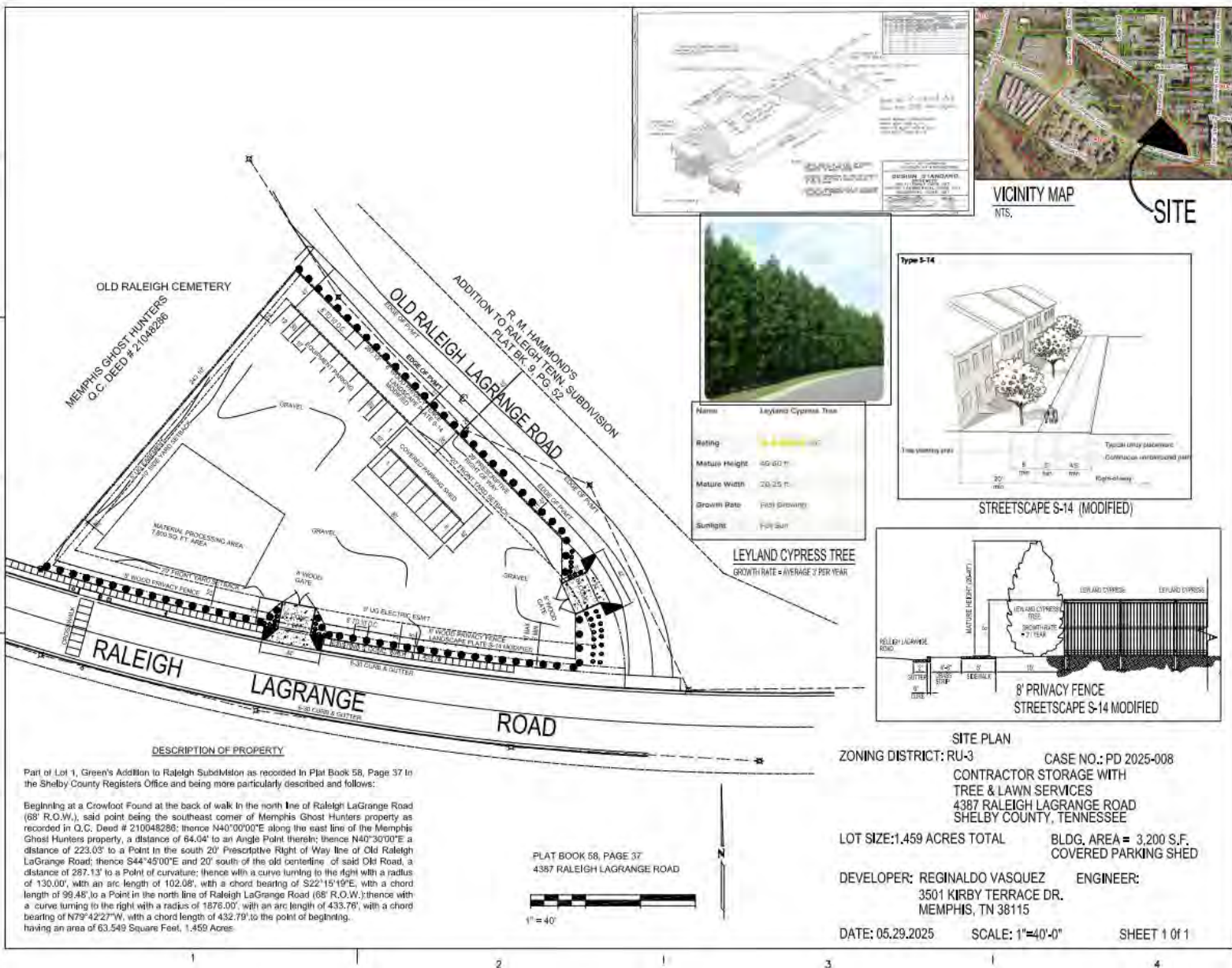
- I. Uses Permitted
 - A. Lawn, tree, and/or garden service with limited outdoor storage including:
 - 1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.
 - 2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.
- II. Bulk Requirements
 - A. The bulk regulations of the cmu-1 district shall apply.
- III. Access, Parking, and Circulation
 - A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.
 - B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline.
 - C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.
- IV. Landscaping
 - A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) and Leyland Cyprus trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
 - B. Existing trees on the interior of the fence shall be preserved
 - C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
 - D. Lighting shall be directed to not glare onto adjacent property.
 - E. Refuse containers shall be completely screened from view from adjacent properties.
- V. Signage
 - A. Detached and attached signs shall be governed by the cmu-1 district regulations.
 - B. Off-Premise signs (billboards) are prohibited.
- VI. Drainage
 - A. All drainage plans shall be submitted to the city engineer for review.
- VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control!

board may grant extensions, at the request of the applicant.

IX. Any final plan shall include the following.

- A. The outline plan conditions.
- B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
- C. The number of parking spaces.
- D. The location and ownership, whether public or private of any easement.

CONCEPT PLAN



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 4387 RALEIGH LAGRANGE, KNOWN AS CASE NUMBER PD 2025-008

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 Rey Vasquez, Rey Tree Service filed an application with the Memphis and Shelby County Division of Planning and Development to allow lawn, tree, and/or garden service with limited outdoor storage; 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 December 11, 2025, 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.

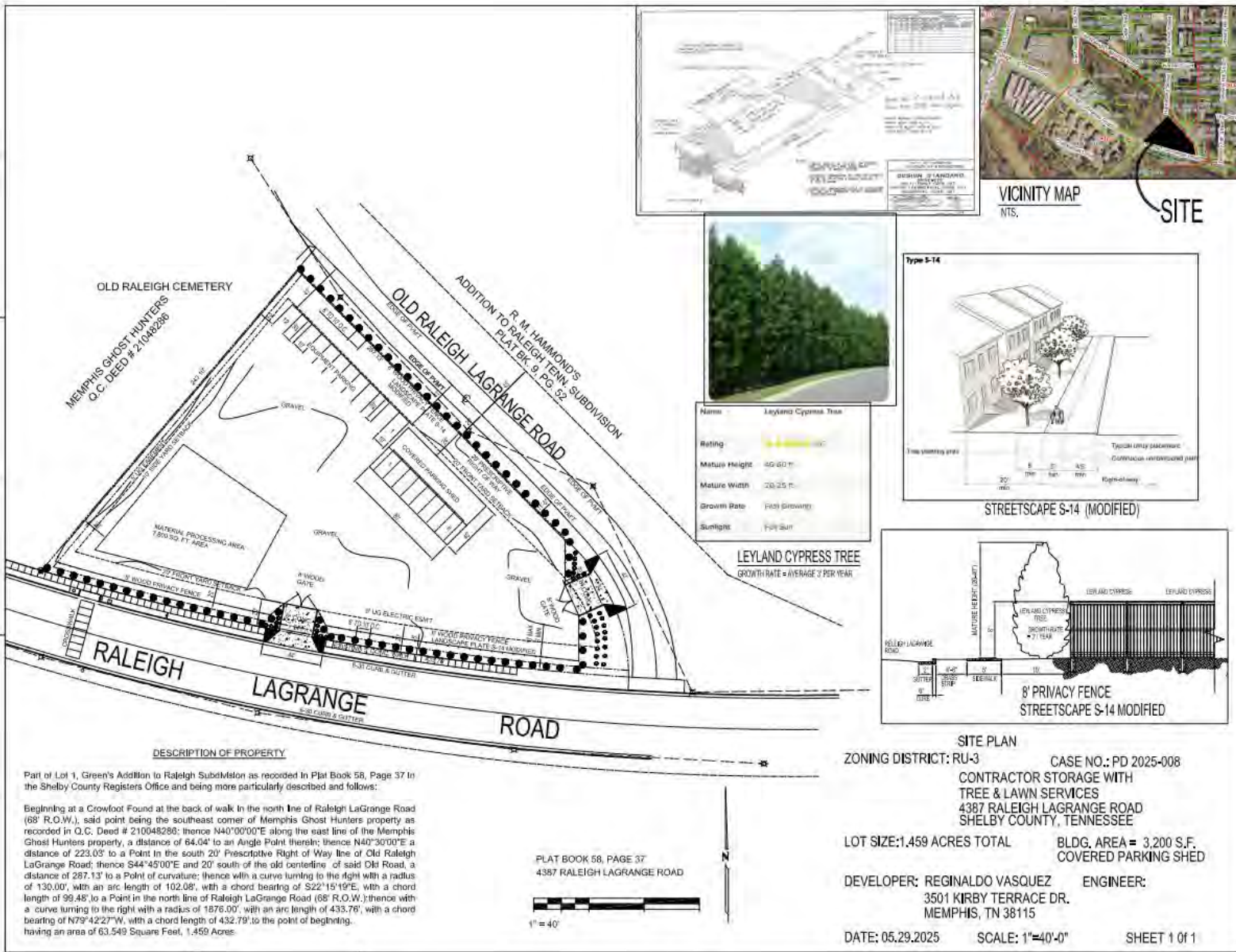
OUTLINE PLAN CONDITIONS

- I. Uses Permitted
 - A. Lawn, tree, and/or garden service with limited outdoor storage including:
 1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.
 2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.
- II. Bulk Requirements
 - A. The bulk regulations of the cmu-1 district shall apply.
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 - C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
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- V. Signage
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 - B. Off-Premise signs (billboards) are prohibited.
- VI. Drainage
 - A. All drainage plans shall be submitted to the city engineer for review.
- VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control board may grant extensions, at the request of the applicant.

IX. Any final plan shall include the following.

- A. The outline plan conditions.
- B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
- C. The number of parking spaces.
- D. The location and ownership, whether public or private of any easement.

CONCEPT PLAN



ATTEST:

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

AGENDA ITEM: 3 **L.U.C.B. MEETING:** December 11, 2025

CASE NUMBER: PD 2025-008

DEVELOPMENT: Rye's Tree Service Planned Development

LOCATION: 4387 Raleigh Lagrange Road

COUNCIL DISTRICT: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Rey Vasquez, Rey Tree Service

REPRESENTATIVE: David Upton

REQUEST: Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage

EXISTING ZONING: Residential Urban – 3 (RU-3)

CONCLUSIONS

1. The applicant is proposing to establish a planned development to permit lawn, tree, and/or garden service with limited outdoor storage.
2. There is a code enforcement violation (ENF 2025-00060) issued on January 07, 2025, due to failure to obtain a fence permit. The applicant has been operating illegally at the subject property.
3. Prior to the applicant occupying the subject property, it was vacant and heavily wooded.
4. There was one (1) letter of opposition submitted before the deadline for public comments and there was one (1) letter of support submitted after the completion of this staff report.
5. Staff is not in support of this request given that it would encourage the expansion of industrial uses into non-industrial zoned properties within this area. The Wolf River Greenway trailhead runs into the southwest corner of the subject property. Despite there being an industrial zoned property in the immediate vicinity, that property is owned by the City of Memphis and designated as John F. Kennedy Park.
6. The project will 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.

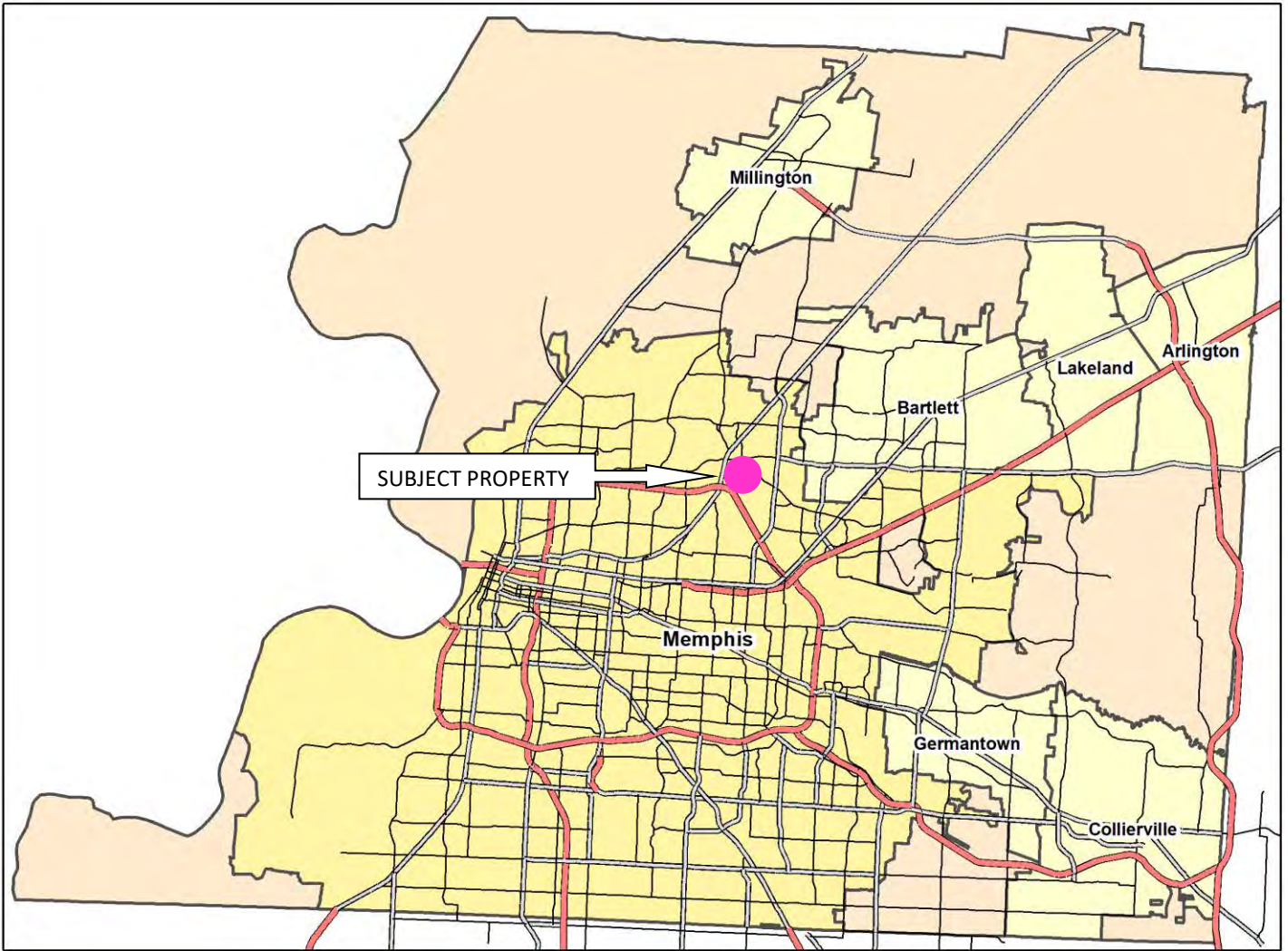
CONSISTENCY WITH MEMPHIS 3.0

This proposal is inconsistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on page 25 - 28 of this report.

RECOMMENDATION:

Rejection

LOCATION MAP



Subject property located within the pink circle

PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow

PUBLIC NOTICE DETAILS

In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signage posted. A total of 43 notices were mailed on August 22, 2025, see page 28 of this report for a copy of said notice. Additionally, two signs were posted at the subject property, see page 29 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

The meeting was held at 10:00 AM on Saturday, August 30, 2025, at the Raleigh Community Center, 3678 Powers Road.

AERIAL



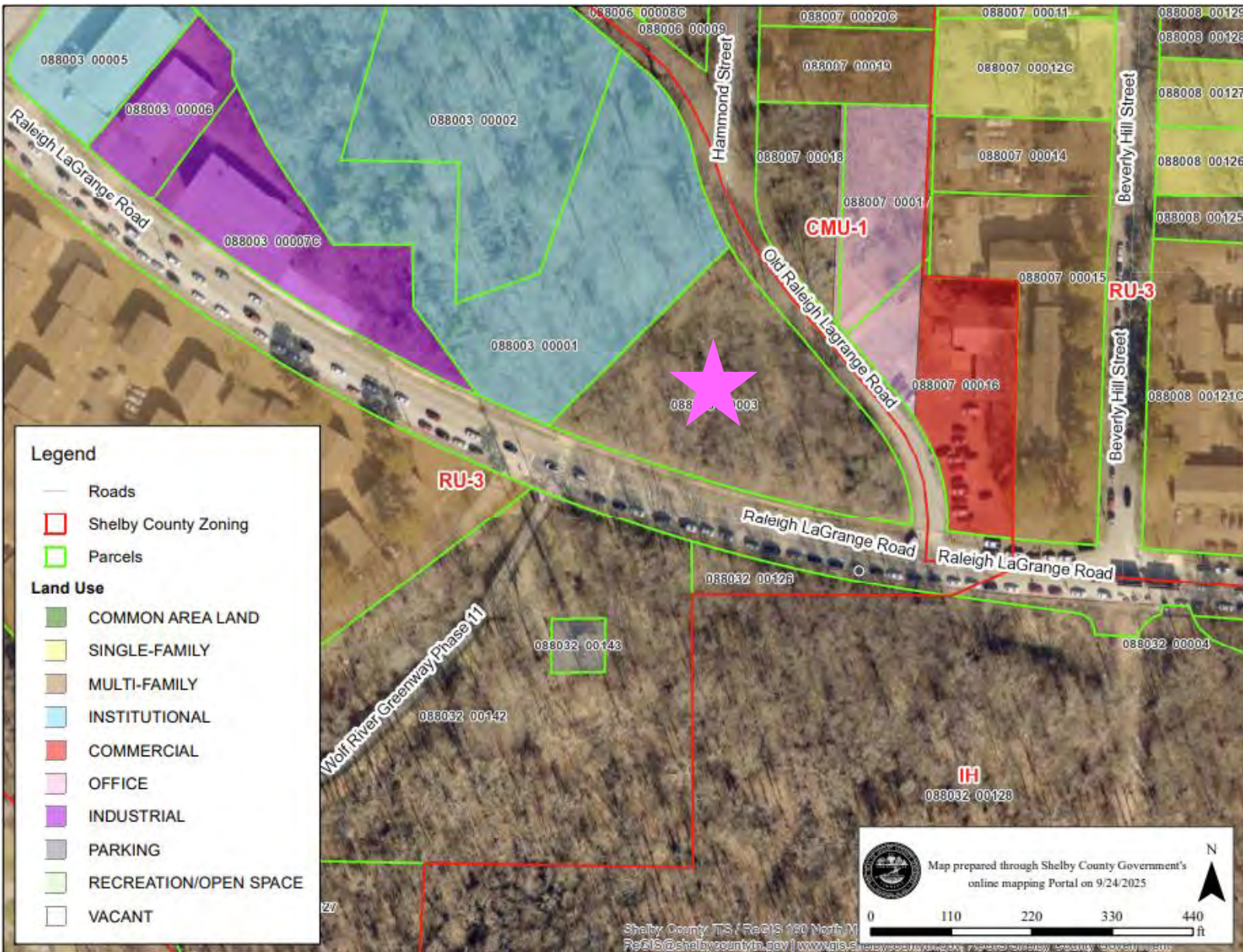
Subject property outlined in yellow,

ZONING MAP



Subject property highlighted in yellow

LAND USE MAP



Subject property indicated by a pink star

SITE PHOTOS



View of subject property from Raleigh LaGrange Road looking Northeast, Dec. 2024



View of subject property from Raleigh LaGrange Road looking Northwest, Dec. 2024



View of subject property from Raleigh LaGrange Road, Dec. 2024



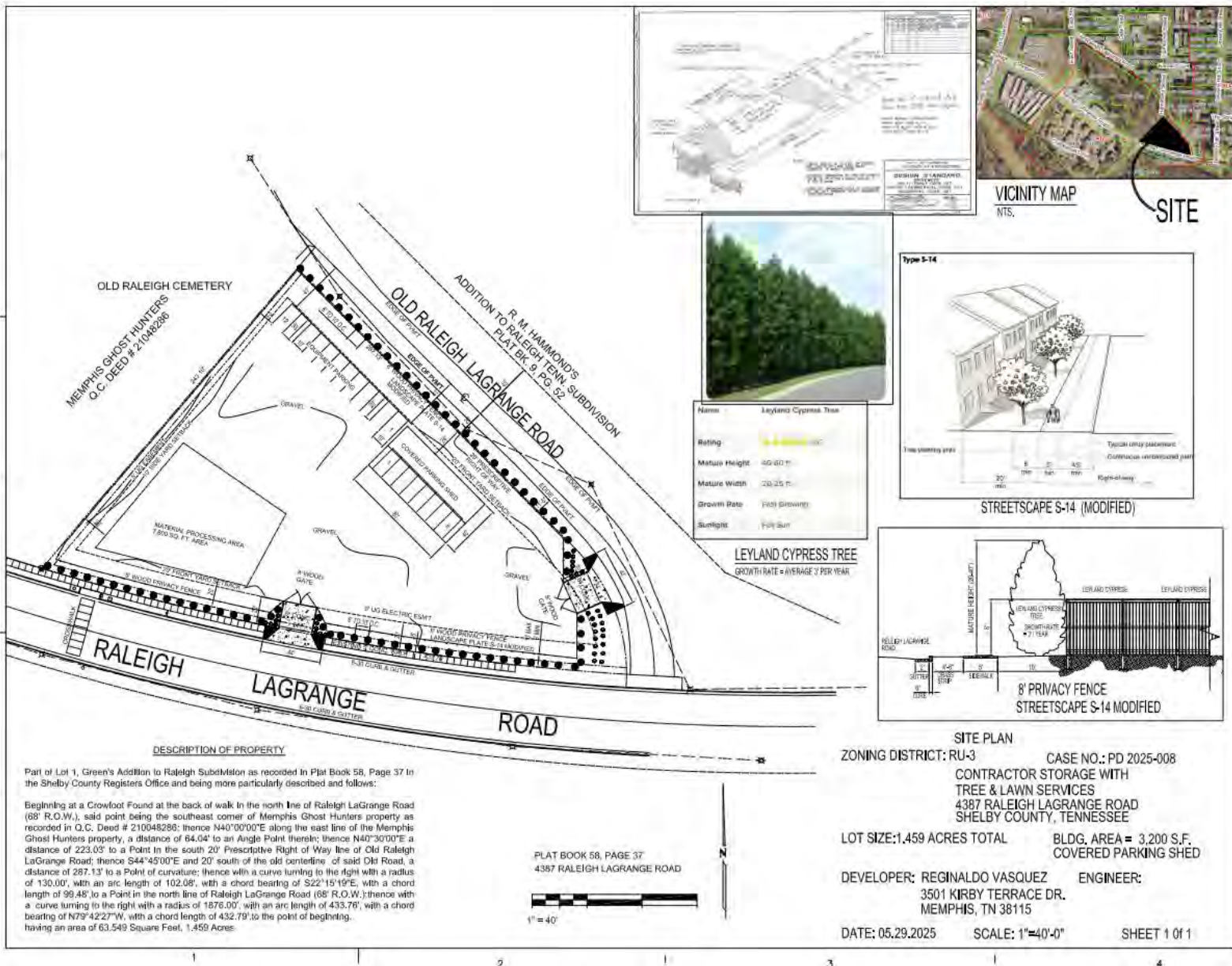
Aerial view of subject property, Dec. 2024

CODE ENFORCEMENT STAFF PHOTOS

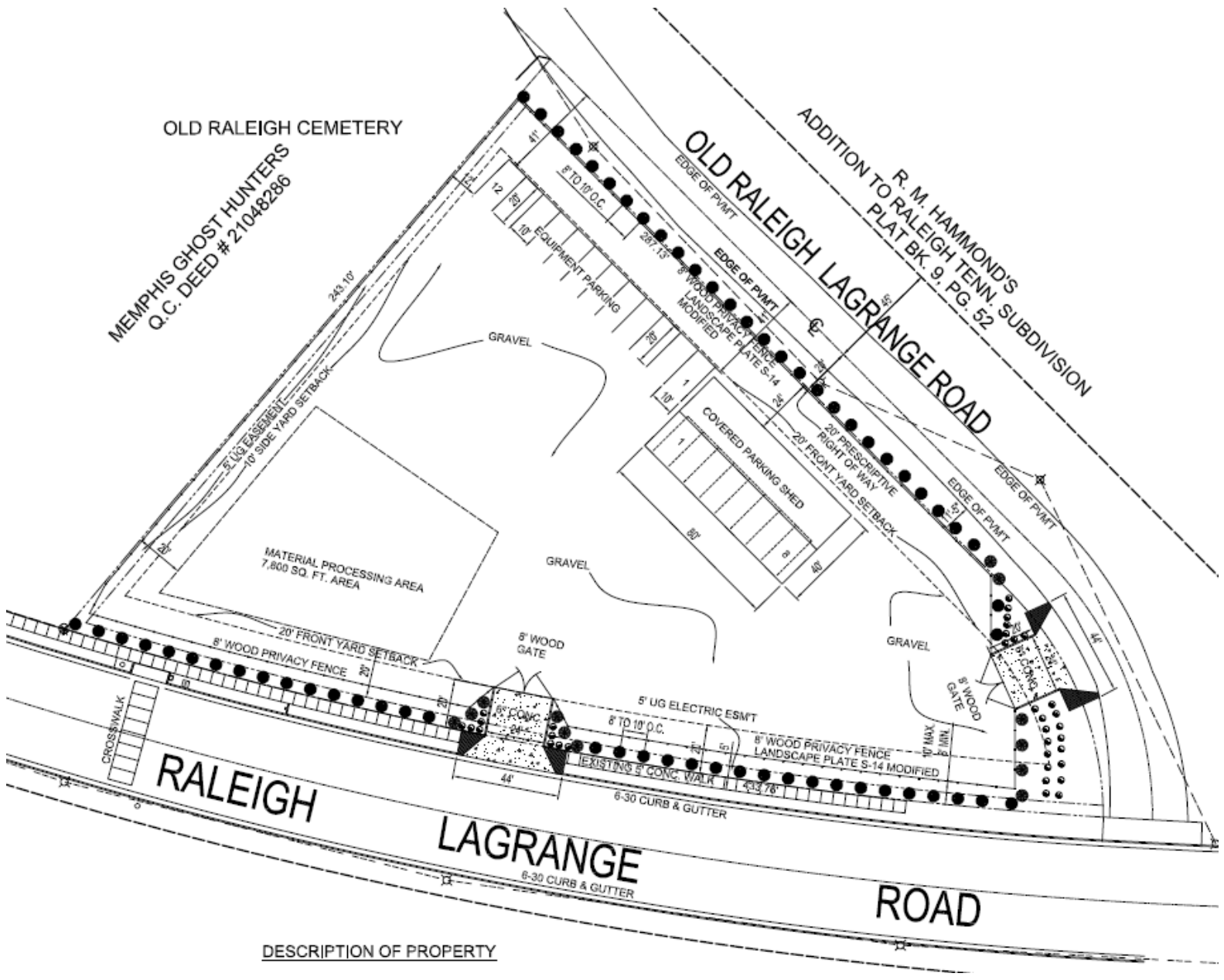




OUTLINE PLAN



CONCEPT PLAN – MAGNIFIED



DESCRIPTION OF PROPERTY

LANDSCAPE PLAN

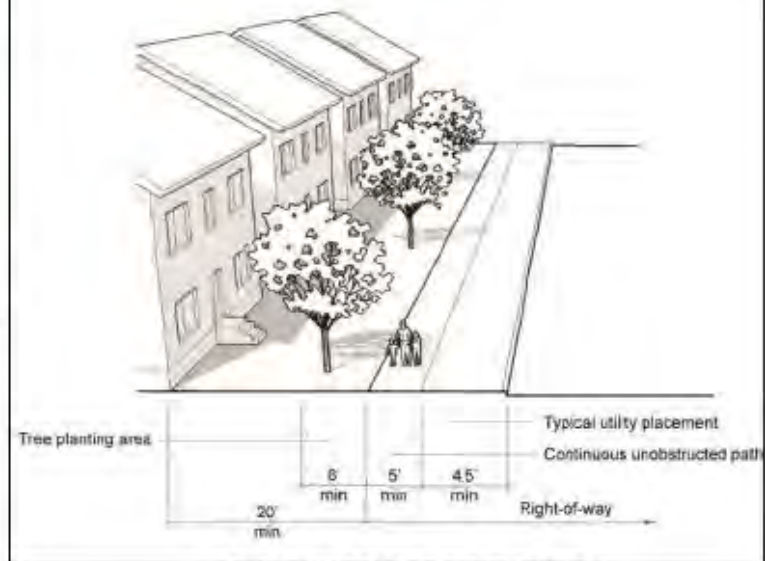


Name	Leyland Cypress Tree
Rating	★★★★★ 832
Mature Height	40-60 ft.
Mature Width	20-25 ft.
Growth Rate	Fast Growing
Sunlight	Full Sun

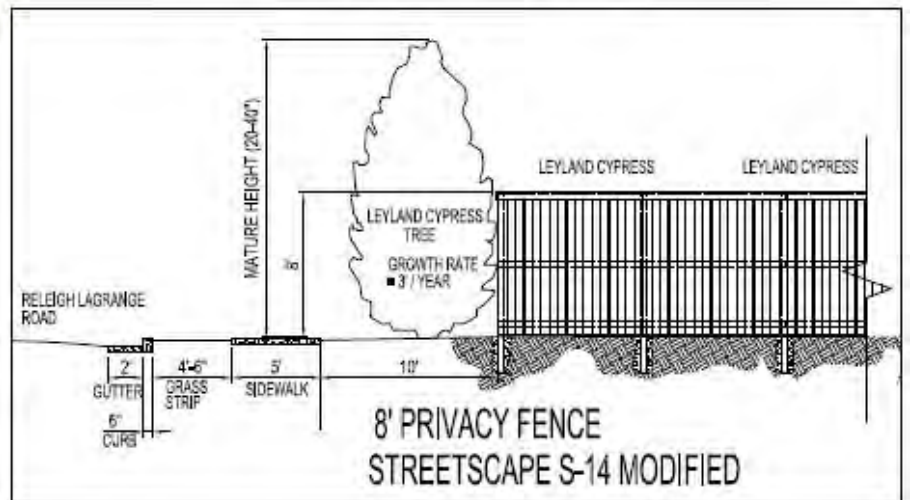
LEYLAND CYPRESS TREE

GROWTH RATE = AVERAGE 3' PER YEAR

Type S-14



STREETSCAPE S-14 (MODIFIED)



STAFF PHOTOS







CASE REVIEW

Request

The request is a planned development to allow lawn, tree, and/or garden service with limited outdoor storage.

Applicability

Staff disagrees 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 disagrees 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 Zoning Administrator 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.*
- 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 disagrees 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 about 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.

Site Details

Address:

4387 Raleigh LaGrange Road

Parcel ID:

088003 00003

Area:

+/-1.793 acres

Description:

The subject property is known as Lot 1 of Green's Addition to Raleigh Subdivision recorded on plat book 310, page 39. Per the Assessor's website, the subject property has a residential appraisal classification and a vacant land use category and is surrounded by a mix of multi-family, single-family, institutional, office and commercial land use designations.

Concept Plan Review

- The subject property is located between Old Raleigh LaGrange Road and Raleigh LaGrange Road (minor collector functional classification).
- The lots parking surface is gravel.
- There is an existing 44-foot-wide curb cut located on Old Raleigh LaGrange Road and a proposed 44-foot-wide curb cut along Raleigh LaGrange Road.
 - o There are two (2) 8-foot wooden gates that open inward to the subject property at each proposed curb cuts.
- There is a proposed material processing area of +/- 7,800 square feet located at the southwest portion of the lot.
 - o There is a 10-foot side yard setback, and the material processing area is setback 20 feet.
- There is an 80-foot by 40-foot (+/- 3,000 square feet) eight (8) stall covered parking shed being proposed at the northeast portion of the lot.
 - o There is a total of twelve (12) 20' by 12' parking spaces.
- The applicant is proposing to install an 8-foot wooden privacy fence along Raleigh LaGrange Road and Old Raleigh LaGrange Road.
 - o Barbwire is prohibited.
- There will be an S-14 modified streetscape installed along Raleigh LaGrange Road and Old Raleigh LaGrange Road with the planting of Leyland Cypress trees.
- All traffic traveling to and from the subject property shall take access from Raleigh LaGrange Road.

Analysis

The applicant is proposing to establish Rey's Tree Service Planned Development to allow lawn, tree, and/or garden service with limited outdoor storage to include vehicle and equipment parking and overnight storage of wood and trees to be transferred the following business day. The applicant began operating at this location sometime between February 2022 – December 2024 based on Google Streetview data. The property is located within the Residential Urban – 3 zoning district and with a vacant land use designation. This property abuts Commercial Mixed Use – 1 zoning northeast, Phase 11 of the Wolf River Greenway trailhead runs into the southwest corner of the lot and there is heavy industrial zoned property located southeast that is located in the floodplain.

Although, the applicant is proposing to establish proper landscaping and fencing. Due to the topography of the subject property, commuters and neighborhood members will be able to see interior beyond the fencing and landscaping possibly until Leyland Cypress tree plantings reach mature height.

Despite the non-residential zoning districts surrounding the property, there are also multi-family and single-family developments in proximity. The only industrial zoned property in the immediate vicinity of the subject property is owned by the City of Memphis and designated as John F. Kennedy Park. Comprehensive Planning finding this proposal incompatible with the Anchor Neighborhood-Primarily Single-Unit (AN-S) future land use is also supported by staff given the location of the Greenway and its accessibility. Also, staff was unable to locate any permits/certificates related to any improvements or occupancy at the subject property.

The project will 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.

RECOMMENDATION

Staff recommends rejection; however, if approved, staff recommends the following revisions to the outline plan conditions:

Outline Plan Conditions – Revisions

Proposed language is indicated in **bold, underline**; deletions are indicated in ~~**bold strikethrough**~~

I. Uses Permitted

~~A. ANY USE PERMITTED BY RIGHT OR ADMINISTRATIVE SITE PLAN REVIEW IN THE CMU-1 DISTRICT, AND OUTDOOR STORAGE, WITH THE FOLLOWING ADDITIONAL USES.~~

~~i. Vehicle and equipment parking covered and uncovered, incidental to a tree cutting and wood removal business.~~

~~ii. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.~~

~~B. Additional Non permitted uses~~

~~i. There will be no chipping or mulching of wood on the property~~

~~ii. The following eligible uses under CMU-1 will not be permitted:~~

~~1. Smoke shop~~

~~2. Vehicle parts and repair~~

~~3. Microbrewery~~

A. Lawn, tree, and/or garden service with limited outdoor storage including:

1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.

2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.

II. Bulk Requirements

A. The bulk regulations of the cmu-1 district shall apply.

III. Access, Parking, and Circulation

A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.

B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline. ~~Improvements not required.~~

C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.

IV. Landscaping

- A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) ~~with barbed wire on the top~~ and Leyland Cyprus trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
- B. Existing trees on the interior of the fence shall be preserved
- C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
- D. Lighting shall be directed to not glare onto adjacent property.
- E. Refuse containers shall be completely screened from view from adjacent properties.

V. Signage

- A. Detached and attached signs shall be governed by the cmu-1 district regulations.
- B. ~~Advertising~~ **Off-Premise** signs (billboards) are prohibited.

VI. Drainage

- A. All drainage plans shall be submitted to the city engineer for review.

VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.

VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control! board may grant extensions, at the request of the applicant.

IX. Any final plan shall include the following.

- A. The outline plan conditions.
- ~~B. A standard subdivision contract as defined by the subdivision regulations.~~
- B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
- C. The number of parking spaces.
- D. The location and ownership, whether public or private of any easement.

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 sewer capacity is available to serve this development.

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.

11. The queue space depth shall be 40' measured from the back of sidewalk to the gate or control device.

Drainage:

12. 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.

13. 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.

14. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.

15. 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.

16. 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:

17. Development is greater than 1 acre and requires detention.

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

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

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

City/County Fire Division:	No comments received.
City Real Estate:	No comments received.
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:	No comments received.
Office of Comprehensive Planning:	See pages 25 – 28.

Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: PD 2025-008: Raleigh

Site Address/Location: 4387 Old Raleigh Lagrange Rd.

Overlay District/Historic District/Flood Zone: It's not in Overlay District, Historic District or Flood Zone.

Future Land Use Designation: Anchor Neighborhood-Primarily Single-Unit (AN-S)

Street Type: Avenue

The applicant is seeking approval to commercial planned development to allow equipment and vehicle storage as part of contractor's storage.

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-Primarily Single-Unit (AN-S) are walkable neighborhoods within a 5 – 10-minute walk of a Community Anchor. These neighborhoods are made up of single-unit and duplex housing. Graphic portrayal of AN-S is to the right.



“AN-S” Form & Location Characteristics

NURTURE

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100 feet of an anchor. Height: 1-2 stories. Scale: house-scale.

SUSTAIN

Primarily detached, single-family residences. Attached single-family residences permitted on parcels within 100 feet of an anchor and along avenues, boulevards and parkways as identified in the Street Types Map. Height: 1-3 stories. Scale: house-scale.

ACCELERATE

Primarily detached, single-family residences. Attached single-family, duplexes, triplexes and quadplexes permitted on parcels within 100 feet of an anchor; at intersections where the presence of such housing type currently exists at the intersection and along avenues, boulevards and parkways as identified in the Street Types Map. Height: 1-3 stories. Scale: house-scale

“AN-S” Zoning Notes

Generally compatible with the following zone districts: R-15, R-10, R-8, R-6, R-3, RU-1, MDR in accordance with Form and characteristics listed above.

Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, RU-3

Adjacent Land Use and Zoning: Vacant, Institutional, Industrial, Office, Commercial, and Multi-Family; RU-3, CMU-1, IH

Overall Compatibility: *The requested use is not compatible with the land use description and intent, form and location characteristics, zoning notes, or the existing and adjacent land uses and zoning. The proposed commercial planned development for equipment and vehicle storage is located very close to multi-family residential buildings and is situated across from the greenway, making it inconsistent with the surrounding context.*

3. Degree of Change Map



Red polygon denotes the proposed site in Degree of Change area. The Degree of Change is Nurture.

4. Degree of Change Description

Nurture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place.

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

N/A

6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

N/A

Consistency Analysis Summary

The applicant is seeking approval to commercial planned development to allow equipment and vehicle storage as part of contractor's storage.

The requested use is not compatible with the land use description and intent, form and location characteristics, zoning notes, or the existing and adjacent land uses and zoning. The proposed commercial planned development for equipment and vehicle storage is located very close to multi-family residential buildings and is situated across from the greenway, making it inconsistent with the surrounding context.

Nurture areas rely primarily on public and philanthropic resources to stabilize the existing pattern of a place.

Based on the information provided, the proposal is NOT CONSISTENT with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Negin Hamidi, Comprehensive Planning.

MAILED PUBLIC NOTICE

NOTICE OF PUBLIC HEARING

You have received this notice because you own or reside on a property that is near the site of a development application to be considered at an upcoming public hearing of the Memphis and Shelby County Land Use Control Board. You are not required to attend this hearing, but you are invited to do so if you wish to speak for or against this application. You may also submit a letter of comment to the staff planner listed below no later than **Thursday, September 4, 2025 at 8 AM.**

CASE NUMBER: PD 2025-008
ADDRESS: 4387 Old Raleigh Lagrange
REQUEST: Planned Development: commercial planned development to allow equipment and vehicle storage as part of contractor's storage
APPLICANT: David Upton

Meeting Details

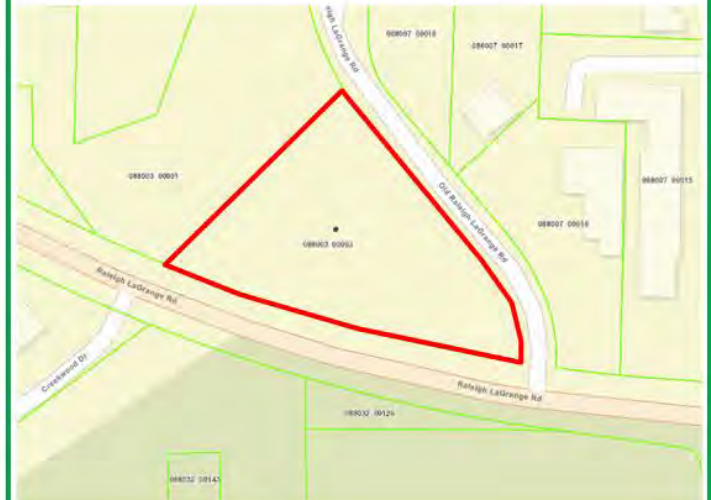
Location: Council Chambers
City Hall 1st Floor
125 N Main St.
Time: 9:00 AM
Date: Thursday, Sept. 11, 2025

Staff Planner Contact:

Alexis Longstreet
✉ alexis.longstreet@memphistn.gov
☎ (901) 636-7120



VICINITY MAP



To learn more about this proposal, contact the staff planner or use the QR code to view the full application.



43 Notices Mailed 08/22/2025

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, David UPTON, being duly sworn, depose and say that at 9.30 @m/pm
on the 28th day of Sept 28, 2025 I posted 2 Public Notice Sign(s)
pertaining to Case No. PD 2025-008 at 4387 Old Raleigh,
providing notice of a Public Hearing before the (check one): La Grange

- 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.

David UPTON
Owner, Applicant or Representative

David W. UPTON
OCT 1/2025
Date

Subscribed and sworn to before me this 1st day of OCTOBER, 2025.

Mark T. Weber
Notary Public

My Commission Expires Nov. 09, 2025
My commission expires: _____



APPLICATION



**Memphis and Shelby County Division of
Planning and Development**

East Service Center: 6465 Mullins Station Rd; Memphis,
Tennessee 38134
Downtown Service Center: 125 N. Main Street;
Memphis, Tennessee 38103

website: www.develop901.com

Record Summary for Planned Development

Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: May 30, 2025

Record Number: PD 2025-008

Expiration Date:

Record Name: REYS TREE SERVICE

Description of Work: The property is seeking approval of a planned development for Vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks , employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

The property is zoned RU-3 and is highly unlikely to be developed as residences . It is abutted by Commercially zoned properties on the North and East. There is a large overgrown older Cemetery on the West. There is a large undeveloped Heavy industrial site to the South . We are proposing a well maintained fence with landscaping on the primary artery Raleigh Lagrange with 2 gated entrances.

Parent Record Number:

Address:

4387 OLD RALEIGH LAGRANGE RD, MEMPHIS 38128

Owner Information

Primary Owner Name

Y VASQUEZ REINALDO & ESPERANZA S LOPEZ

Owner Address

3501 KIRBY TERRACE DR, MEMPHIS, TN 38115

Owner Phone

Parcel Information

088003 00003

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner

Alexis Longstreet/ Chip Saliba

Date of Meeting

04/28/2025

Pre-application Meeting Type

Phone

GENERAL PROJECT INFORMATION

Planned Development Type	New Planned Development (PD)
Previous Docket / Case Number	NA
Medical Overlay / Uptown	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)	NA
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	owner was cited on May 25 for improper storage of vehicles and no fence permit
APPROVAL CRITERIA	
UDC Sub-Section 9.6.9A	THE TRUCKS ARE USED TRIMMING TREES AROUND SHELBY COUNTY AND NOT OPERATED ON THE PROPERTY . THE SITE IS BUFFERED BY A WOODED CEMETARY COMMERCIAL BUSINESSES AND A LARGE WOODED UNDEVELOPED INDUSTRIAL PROPERTY ON THE SOUTH INDUSTRIAL SITE ON
UDC Sub-Section 9.6.9B	THE USE OF THE PTOPEERTY WILL NOT ADVERSLY AFFECT ADJACENT PROPERTIES
UDC Sub-Section 9.6.9C	YES ITS IN THE CITY LIMITS AND HAS ACCESS TO ALL NEEDED SERVICES
UDC Sub-Section 9.6.9D	THERE WILL BE NO LOSS OF ANY STRUCTURES OR NATURAL ELEMENTS
UDC Sub-Section 9.6.9E	YES
UDC Sub-Section 9.6.9F	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
GENERAL PROVISIONS	
UDC Sub-Section 4.10.3A	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
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	YES
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	YES

GENERAL PROVISIONS

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

THE EXTERIOR FENCING WILL BE ATTRACTIVE AND LANDSCAPING WILL ADORN THE PROPERTY FRONTAGE

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements

NA

F) Lots of record are created with the recording of a planned development final plan

ITS ALREADY A LOT OF RECORD

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Data Tables

AREA INFORMATION

Name:	raleigh
Size (Acres):	2
Existing Use of Property:	residential
Requested Use of Property:	pu

Contact Information

Name
 DAVID W UPTON

Contact Type
 APPLICANT

Address
 2106 LEE PLACE,

Phone
 (901)315-9707

Name
 RAY VASQUEZ

Contact Type
 PROPERTY OWNER OF
 RECORD

Address

Phone
 (901)590-7322

Name
 DAVID W UPTON

Contact Type
 REPRESENTATIVE

Address
 2106 LEE PLACE,

Phone
 (901)315-9707

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1652805	Credit Card Use Fee (.026 x fee)	1	39.00	INVOICED	0.00	05/30/2025
1652805	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	05/30/2025

Total Fee Invoiced: \$1,539.00

Total Balance: \$0.00

Payment Information

Payment Amount	Method of Payment
\$1,539.00	Credit Card

OWNER 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, REINALDO VASQUEZ Reinaldo Vasquez, state that I have read the definition of
(Print Name) (Sign Name)

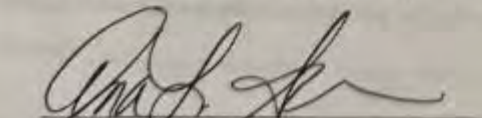
"Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):

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 4387 OLD RALEIGH-LAGRANGE RD MEMPHIS TN 38128
and further identified by Assessor's Parcel Number 088003-00003
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 17th day of FEBRUARY in the year of 2025


Signature of Notary Public



LETTER OF INTENT

Reys Tree Service Outline plan & Letter of Intent

4387 Old Raleigh LaGrange Rd

The property owner Ray Vasquez, is seeking approval of a planned development for vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks, employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

The property is zoned RU-3 and is highly unlikely to be developed as residences. It is abutted by commercially zoned properties on the North and East. There is a large overgrown older Cemetery on the West. There is a large undeveloped heavy industrial site to the South. We are proposing a well maintained fence with landscaping on the primary artery Raleigh Lagrange with 2 gated entrances. One alternate entrance will be on Old Raleigh Lagrange which has much less traffic and plenty of clearance at the corner . The business is quiet with employees primarily providing tree and landscaping services around the county . Employee parking will be on site as well . We are proposing a future covered parking area on the site plan .

LETTERS RECEIVED

One letter of opposition was received at the time of completion of this report and has subsequently been attached.

c/o Memphis Land Control Board
Re: PD 2025-008 Raleigh Planned Development
August 4, 2025

Dear Ms. Longstreet,

Lakewood Hills is a well established 153 home subdivision in Raleigh with Covenants being registered in 1949. We are predominately senior homeowners committed to the wellbeing of our community.

Myself and several members of our Homeowners Association accompanied the President to visit the site of the referenced Development and currently in strong Opposition of approval. Reasons as follows:

1. The site is adjacent to the Old Raleigh Cemetery which is a historical landmark in the community. Currently the existing property is enclosed with a hideous fence that absolutely should not be in compliance. A scary eye sore to say the least!
2. Although not immediately adjacent to any homes, it is approximately a block or so away from a main thoroughfare on one side (Stage RD) and 2-3 blocks from another on opposite side (Austin Peay) We do not want what could appear to be a dump site in our neighborhood.
3. Developer mentions a double entrance, location is confusing and in need of further clarification
4. Developer also mentions storage of heavy equipment. This is extremely concerning given the propensity for damage to streets and grounds. Heavy equipment on non concreted areas give rise to destruction of ground. There is also concern for street deterioration from excessive trafficking. There is currently a city wide concern for attention to damaged streets.
5. Developer states excess trees would be stored on property until sold. This leads to decayed tree debri becoming a breeding site for snakes and other rodents.
6. Allowing this development to proceed could attract other unfavorable developments in the area.
7. As stated in #4 above, a non concreted area for employee parking generates the same concern.
8. We are of the opinion this is not a development that would be accepted in Central Gardens, East Memphis, Germantown, Collierville or any area seeking to preserve their neighborhood. . Our community is due the same respect and consideration.
9. I would respectfully ask any council member willing to approve this development to personally visit the site and ask if they would want it in their neighborhood.
10. At the very least before any consideration is given, this Developer should come before the community to address these concerns.

Respectfully,
Norma Lester on behalf of President Gary McNeal and residents of
Lakewood Hills Homeowners Association

cc: Neighborhood Association

Re: PD 2025-008 Raleigh Planned Development

From NORMA LESTER <lester4139@bellsouth.net>

Date Tue 9/2/2025 1:02 PM

To Longstreet, Alexis <Alexis.Longstreet@memphistn.gov>

Cc Gary McNeal <beech222@gmail.com>; Jim Garts <gartsjim@gmail.com>; Susan and Jim <churchlady38134@aol.com>; Kathy Buckman Gibson <kbgibson@kbgtech.com>; Cheryl Floyd <cherylfloyd98@gmail.com>; Deborah Hackett <bookkeeper411@yahoo.com>; k-and-p@att.net <k-and-p@att.net>; Keith N. Shelly Houston <keithahouston@gmail.com>; Garrett Rylander <newdeltasoul@gmail.com>; Logan, Rhonda <Rhonda.Logan@memphistn.gov>; Commissioner Charlie Caswell <charlie.caswell@shelbycountyttn.gov>; Blackmarketstrategies Info <info@blackmarketstrategies.com>; NORMA LESTER <lester4139@bellsouth.net>

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.

Ms. Longstreet

Members of Lakewood Hills Property Owners Association in collaboration with several other members of the Raleigh Community met with the developer on Saturday morning August 30th at the Raleigh Community Center.

While the group overall was sympathetic to the concerns of the developer and understands the value of the service his business offers, our community vision for the area is to establish a Historical District which will include honoring the memories and gravesites of our Raleigh and Shelby County forefathers who are buried in the immediately adjacent Raleigh Cemetery. This historic cemetery is among the oldest non-operating cemeteries in the county, with many well established Shelby County families and former leaders of the county and community interred there. Moreover there are indeed a number of private homes on [2] adjacent streets as well as an apartment complex and the beginning of a Wolf River Trail directly across the street from this location. We would like, and discussed with the Developer, the possibility of establishing his business in a more appropriate commercially zoned area within the Raleigh community. We discussed areas more in keeping with our overall vision for our community and encouraged him to consider expanding his business to include repurposing his tree debris into mulch that he can sell and which his current location cannot accommodate for customers. With these considerations in mind we remain in strong opposition of this development and will pursue further action as necessary to voice our opposition and continue to build our community's vision for Raleigh.

Sincerely,
Norma Lester
Lakewood Hills Property Owners Association.

cc: Lakewood Hills Property Owners
Councilwoman Rhonda Logan
Commissioner Charlie Caswell
Representative TuShay Parkinson



Memphis and Shelby County Division of Planning and Development

East Service Center: 6465 Mullins Station Rd; Memphis, Tennessee 38134

Downtown Service Center: 125 N. Main Street; Memphis, Tennessee 38103

website: www.develop901.com

Record Summary for Planned Development

Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: May 30, 2025

Record Number: PD 2025-008

Expiration Date:

Record Name: REYS TREE SERVICE

Description of Work: The property is seeking approval of a planned development for Vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks , employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

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Parent Record Number:

Address:

4387 OLD RALEIGH LAGRANGE RD, MEMPHIS 38128

Owner Information

Primary Owner Name

Y VASQUEZ REINALDO & ESPERANZA S LOPEZ

Owner Address

3501 KIRBY TERRACE DR, MEMPHIS, TN 38115

Owner Phone

Parcel Information

088003 00003

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner

Alexis Longstreet/ Chip Saliba

Date of Meeting

04/28/2025

Pre-application Meeting Type

Phone

GENERAL PROJECT INFORMATION

Planned Development Type	New Planned Development (PD)
Previous Docket / Case Number	NA
Medical Overlay / Uptown	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)	NA
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	owner was cited on May 25 for improper storage of vehicles and no fence permit
APPROVAL CRITERIA	
UDC Sub-Section 9.6.9A	THE TRUCKS ARE USED TRIMMING TREES AROUND SHELBY COUNTY AND NOT OPERATED ON THE PROPERTY . THE SITE IS BUFFERED BY A WOODED CEMETARY COMMERCIAL BUSINESSES AND A LARGE WOODED UNDEVELOPED INDUSTRIAL PROPERTY ON THE SOUTH INDUSTRIAL SITE ON
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UDC Sub-Section 9.6.9E	YES
UDC Sub-Section 9.6.9F	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
GENERAL PROVISIONS	
UDC Sub-Section 4.10.3A	THE PROJECT POSES NO CONFLICT WITH EXISTING OR FUTURE PLANS
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	YES
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	YES

GENERAL PROVISIONS

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

THE EXTERIOR FENCING WILL BE ATTRACTIVE AND LANDSCAPING WILL ADORN THE PROPERTY FRONTAGE

E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements

NA

F) Lots of record are created with the recording of a planned development final plan

ITS ALREADY A LOT OF RECORD

GIS INFORMATION

Case Layer	-
Central Business Improvement District	No
Class	-
Downtown Fire District	No
Historic District	-
Land Use	-
Municipality	-
Overlay/Special Purpose District	-
Zoning	-
State Route	-
Lot	-
Subdivision	-
Planned Development District	-
Wellhead Protection Overlay District	No
County Commission District	-
City Council District	-
City Council Super District	-

Data Tables

AREA INFORMATION

Name:	raleigh
Size (Acres):	2
Existing Use of Property:	residential
Requested Use of Property:	pud

Contact Information

Name
DAVID W UPTON

Contact Type
APPLICANT

Address
2106 LEE PLACE,

Phone
(901)315-9707

Name
RAY VASQUEZ

Contact Type
PROPERTY OWNER OF
RECORD

Address

Phone
(901)590-7322

Name
DAVID W UPTON

Contact Type
REPRESENTATIVE

Address
2106 LEE PLACE,

Phone
(901)315-9707

Fee Information

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1652805	Credit Card Use Fee (.026 x fee)	1	39.00	INVOICED	0.00	05/30/2025
1652805	Planned Development - 5 acres or less	1	1,500.00	INVOICED	0.00	05/30/2025

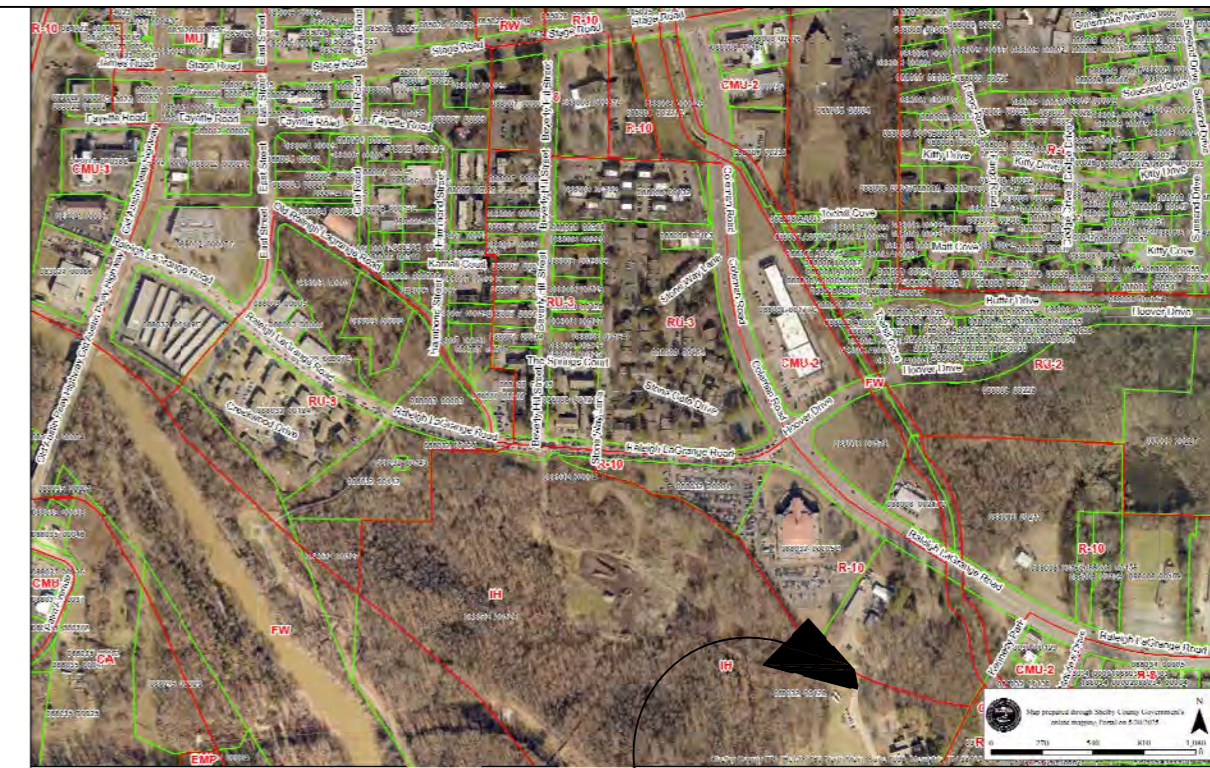
Total Fee Invoiced: \$1,539.00

Total Balance: \$0.00

Payment Information

Payment Amount
\$1,539.00

Method of Payment
Credit Card

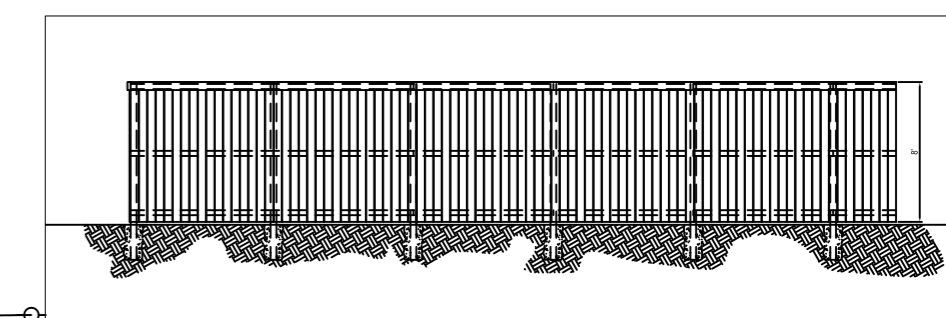


VICINITY MAP

SITE

Name	Leyland Cypress Tree
Rating	★★★★★ 632
Mature Height	40-60 ft.
Mature Width	20-25 ft.
Growth Rate	Fast Growing
Sunlight	Full Sun

STREETSCAPE S-14

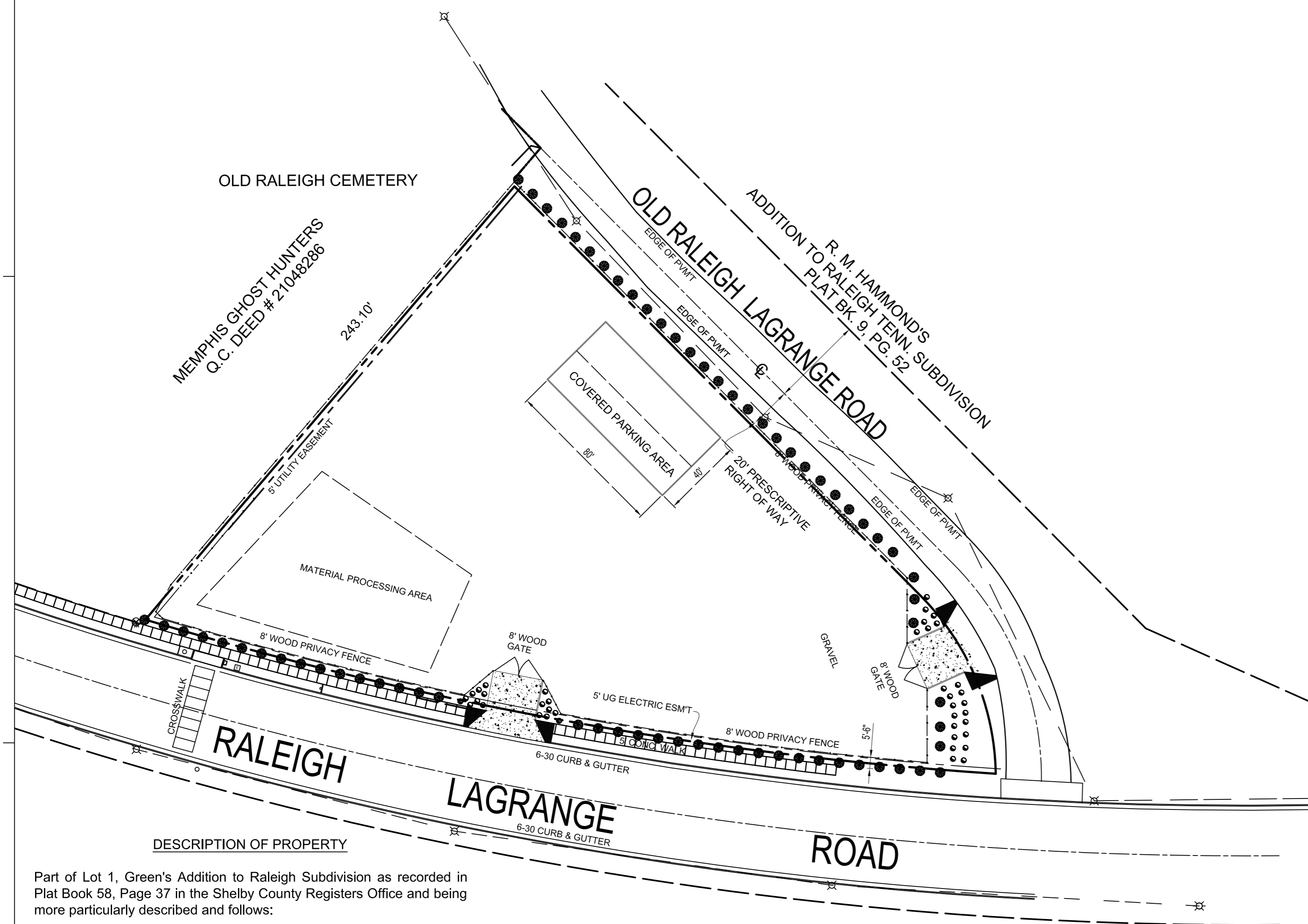


8' PRIVACY FENCE

C

B

A

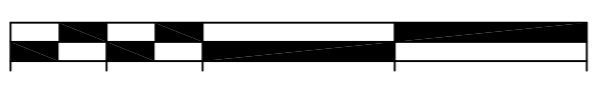


DESCRIPTION OF PROPERTY

Part of Lot 1, Green's Addition to Raleigh Subdivision as recorded in Plat Book 58, Page 37 in the Shelby County Registers Office and being more particularly described and follows:

Beginning at a Crowfoot Found at the back of walk in the north line of Raleigh LaGrange Road (68' R.O.W.), said point being the southeast corner of Memphis Ghost Hunters property as recorded in Q.C. Deed # 210048286; thence N40°00'00"E along the east line of the Memphis Ghost Hunters property, a distance of 64.04' to an Angle Point therein; thence N40°30'00"E a distance of 223.03' to a Point in the south 20' Prescriptive Right of Way line of Old Raleigh LaGrange Road; thence S44°45'00"E and 20' south of the old centerline of said Old Road, a distance of 287.13' to a Point of curvature; thence with a curve turning to the right with a radius of 130.00', with an arc length of 102.08', with a chord bearing of S22°15'19"E, with a chord length of 99.48', to a Point in the north line of Raleigh LaGrange Road (68' R.O.W.); thence with a curve turning to the right with a radius of 1876.00', with an arc length of 433.76', with a chord bearing of N79°42'27"W, with a chord length of 432.79', to the point of beginning, having an area of 63,549 Square Feet, 1.459 Acres

PLAT BOOK 58, PAGE 37
4387 RALEIGH LAGRANGE ROAD



1" = 40'



Reys Tree Service Outline plan & Letter of Intent

4387 Old Raleigh LaGrange Rd

The property owner Ray Vasquez, is seeking approval of a planned development for vehicle and equipment storage for his business Rey's Tree Storage . He will have park trucks, employee vehicles and store tree maintenance and landscaping equipment as well as consolidate surplus tree and wood materials into trucks for efficient delivery for disposal.

The property is zoned RU-3 and is highly unlikely to be developed as residences. It is abutted by commercially zoned properties on the North and East. There is a large overgrown older Cemetery on the West. There is a large undeveloped heavy industrial site to the South. We are proposing a well maintained fence with landscaping on the primary artery Raleigh Lagrange with 2 gated entrances. One alternate entrance will be on Old Raleigh Lagrange which has much less traffic and plenty of clearance at the corner . The business is quiet with employees primarily providing tree and landscaping services around the county . Employee parking will be on site as well . We are proposing a future covered parking area on the site plan .



Shelby County Tennessee

Willie F. Brooks, Jr.

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

23107985

12/21/2023 - 10:50:30 AM

3 PGS

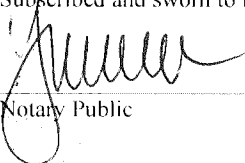
CEPEDRA 2654572-23107985

VALUE	58000.00
MORTGAGE TAX	0.00
TRANSFER TAX	214.60
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
EFILE FEE	2.00
TOTAL AMOUNT	234.60

WILLIE F. BROOKS JR

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

WARRANTY DEED

Property address: 0 Raleigh Lagrange Road Memphis, TN 38128 Parcel Number: 088003 00003 Owner's name and address: Reinaldo Vasquez 0 Raleigh Lagrange Road Memphis, TN 38128 Mail tax bills to: <u>Reinaldo Vasquez</u> <u>3501 Kirby Terrace Dr.</u> <u>Memphis TN 38115</u>	I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is 58,000.00, which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale. <u>Sheila McElwain</u> Affiant Subscribed and sworn to before me this 5th day of July, 2023.  Notary Public My Commission Expires: <u>11/18/2024</u>
This instrument prepared by: Sure Title Company, LLC 3265 W. Sarazens Circle, Ste 101 Memphis, TN 38125 File No.: 2023-2024-TN	

THIS INDENTURE, made and entered into this 5th day of July, 2023, by and between

Sergio Ruiz, an unmarried man, party of the first part and
and Esperanza Suarez Lopez
Reinaldo Vasquez, husband & wife, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first 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 the City of Memphis, County of Shelby, State of TN.

Land situated in Shelby County, Tennessee:

Lot 1, Greens Addition to Raleigh Subdivision, as shown on plat of record in Plat Book 58, Page 37, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said Land.

Being the same property conveyed to Sergio Ruiz, an unmarried man by Warranty Deed of record at Instrument No. 21119156, dated 09/20/2021 and recorded 09/24/2021, in the Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is/are lawfully seized in fee of the aforescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT for:

Subdivision and/or Condominium restrictions including but not limited to any declaration covenants conditions restrictions, master deed or recorded plat, building lines and easements of record as of the date of the purchase and sale agreement, zoning, and any subsequent years' taxes not yet due and payable,

and that the title and quiet possession thereto he/she will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

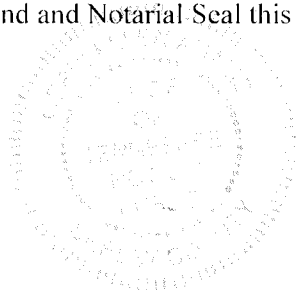
WITNESS the signature of the party of the first part the day and year first above written.

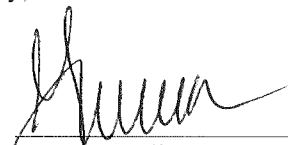

Sergio Ruiz

STATE OF TENNESSEE,
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Sergio Ruiz** to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal this 5th day of July, 2023.




Notary Public
My Commission Expires: 11/18/2024

Certificate of Authenticity

I, Sheila McElwain, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on

July 5, 2023
Date

Sheila McElwain
Affiant Signature

July 5, 2023
Date

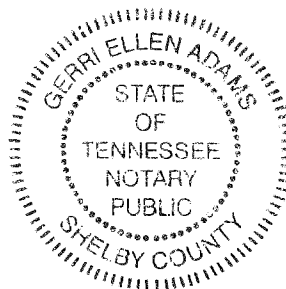
State of Tennessee
County of Shelby

Sworn to and subscribed before me this 15 day of December, 2023.

[Signature]
Notary's Signature

My Commission Expires: 11/18/2024
Date

Notary's Seal (if on paper)



Renaldo O Vasquez
3501 Kirby Terrace Drive
Memphis TN 38115
901-590-7322
Email: reytreeservice.23@gmail.com

February 17, 2025

Re: Board of Adjustment Variance Application- Special Use Permit

To Whom It May Concern:

Please accept this statement as a formal petition to request a Special Use Permit the property below:

**4387 Raleigh Lagrange Rd
Memphis TN 38128**

I own this property along with my wife, Mrs. Esperanza Suarez Lopez. This property is currently an empty piece of land, which I need to use as storage for my business heavy equipment and trucks. I own a tree removal business; therefore, I need proper storage space for my equipment and vehicles.

If you should have any questions regarding this request, please let me know at your earliest convenience.

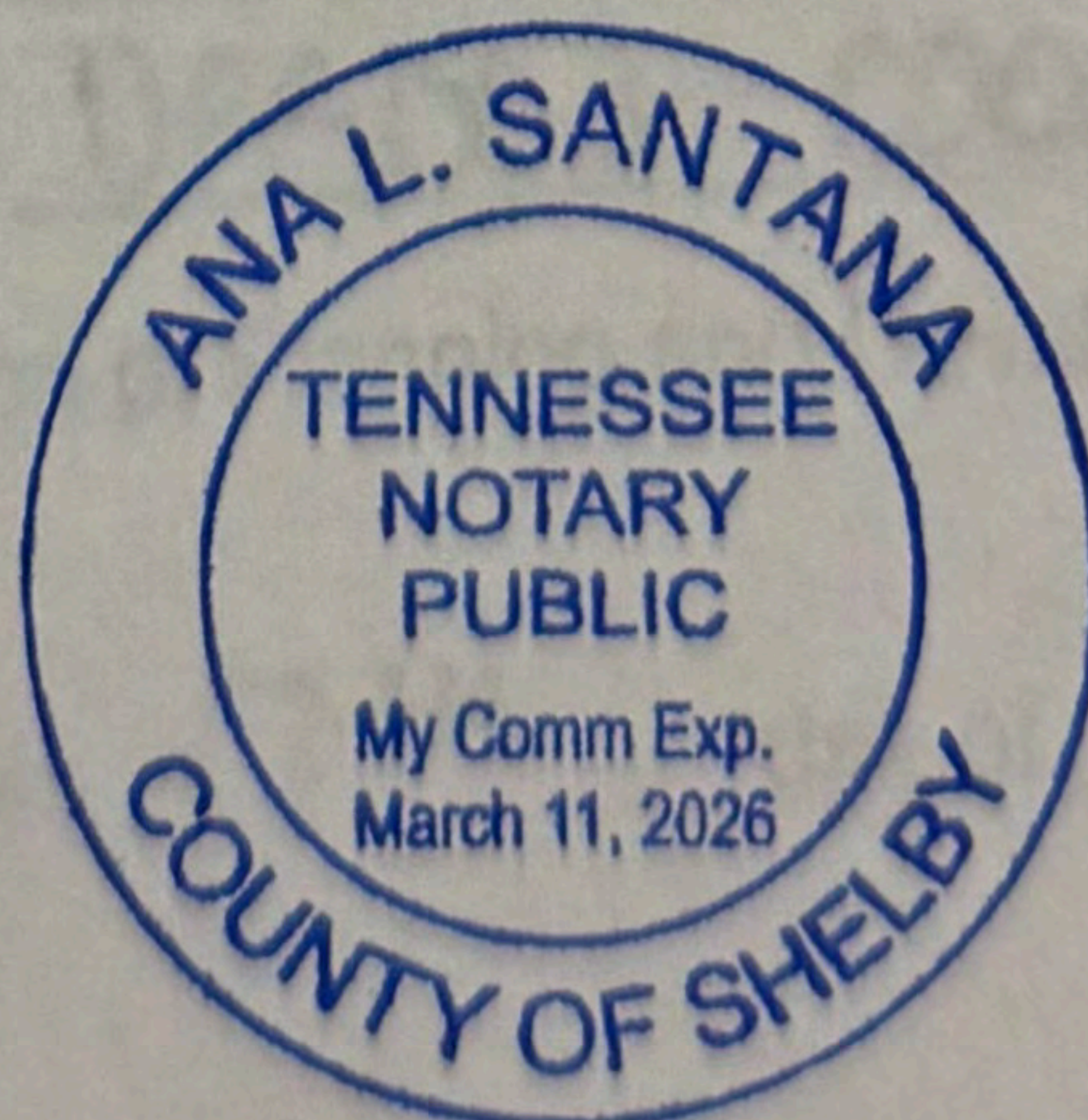
Sincerely,

Renaldo Vasquez
Renaldo O Vasquez

STATE OF TENNESSEE
COUNTY OF SHELBY

SUBSCRIBED AND SWORN TO AND BEFORE ME, ANA SANTANA, THIS 17th DAY OF FEBRUARY,
2025.

Ana L. Santana
ANA SANTANA, Notary Public





**MEMPHIS AND
SHELBY COUNTY** **DIVISION OF PLANNING
AND DEVELOPMENT**

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

December 11, 2025

David Upton
2106 Lee Place

Sent via electronic mail to: Davidupton25@yahoo.com, Reytreeservice23@yahoo.com

Rey's Tree Service Planned Development

Case Number: PD 2025-008

LUCB Recommendation: Rejection; however if approved, staff recommends the following revisions to the outline plan conditions

Dear applicant,

On Thursday, December 11, 2025, the Memphis and Shelby County Land Use Control Board recommended **approval** of your planned development application for the Rey's Tree Service Planned Development, subject to the attached outline plan conditions.

This application will be forwarded, for final action, to the Council of the City of Memphis. The Council will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the City Council Records Office to determine when the application is scheduled to be heard at committee and in public session. The City Council Records Office may be reached at (901) 636-6792.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at alexis.longstreet@memphistn.gov.

Respectfully,



Alexis Longstreet
Planner
Land Use and Development Services
Division of Planning and Development

Letter to Applicant
PD 2025-008

Cc: File

Outline Plan Conditions

I. Uses Permitted

~~A. ANY USE PERMITTED BY RIGHT OR ADMINISTRATIVE SITE PLAN REVIEW IN THE CMU-1 DISTRICT, AND OUTDOOR STORAGE, WITH THE FOLLOWING ADDITIONAL USES.~~

~~i. Vehicle and equipment parking covered and uncovered, incidental to a tree cutting and wood removal business.~~

~~ii. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.~~

~~B. Additional Non permitted uses~~

~~i. There will be no chipping or mulching of wood on the property~~

~~ii. The following eligible uses under CMU-1 will not be permitted:~~

~~1. Smoke shop~~

~~2. Vehicle parts and repair~~

~~3. Microbrewery~~

A. Lawn, tree, and/or garden service with limited outdoor storage including:

1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.

2. Trucks may be parked after hours, overnight for transfer of wood and trees to the landfill on the next business day.

II. Bulk Requirements

A. The bulk regulations of the cmu-1 district shall apply.

III. Access, Parking, and Circulation

A. There will be two entrances, one on Raleigh LaGrange and the existing entrance on old Raleigh LaGrange Road. The number, location and design of curb cuts shall be determined as part of the final plan review and is subject to the approval of the City Engineer.

B. Raleigh LaGrange shall be dedicated to 34 feet from the centerline. ~~Improvements not required.~~

C. Equipment and vehicle parking shall be inside the fence on the back north west of the property along old Raleigh LaGrange Road with 12 outdoor spaces and 8 covered spaces.

Letter to Applicant
PD 2025-008

- IV. Landscaping
 - A. The entire property shall be screened with an 8 to 12 foot wood privacy fence (plate 14 modified) ~~with barbed wire on the top~~ and Leyland Cyprus trees on the street side of the fence along Raleigh LaGrange and old Raleigh LaGrange as depicted in on the site plan.
 - B. Existing trees on the interior of the fence shall be preserved
 - C. Equivalent landscaping may be substituted for that required above subject to the approval of the Division of Planning and Development.
 - D. Lighting shall be directed to not glare onto adjacent property.
 - E. Refuse containers shall be completely screened from view from adjacent properties.
- V. Signage
 - A. Detached and attached signs shall be governed by the cmu-1 district regulations.
 - B. ~~Advertising~~ **Off-Premise** signs (billboards) are prohibited.
- VI. Drainage
 - A. All drainage plans shall be submitted to the city engineer for review.
- VII. The Land Use Control Board may modify the building setback and height, access, parking, landscaping and signage requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the outline plan. the land use control! board may grant extensions, at the request of the applicant.
- IX. Any final plan shall include the following.
 - A. The outline plan conditions.
 - ~~B. A standard subdivision contract as defined by the subdivision regulations.~~
 - B. The exact location and dimensions, including height, of all buildings or buildable areas, parking areas, drives, required landscaping.
 - C. The number of parking spaces.
 - D. The location and ownership, whether public or private of any easement.



Memphis City Council Summary Sheet

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

Fiscal Year 2026 3rd Quarter Budget "Neutral" Adjustment Resolution

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

Finance Division

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

This is a change to Budget Ordinance 5944, which approved the FY26 General Fund Operating Budget

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

This resolution affects all 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.

This resolution requires a budget amendment

RESOLUTION**Fiscal Year 2026 3rd Quarter Budget "Neutral" Adjustment Resolution
REQUEST FOR SAME NIGHT MINUTES**

WHEREAS the Finance Division monitors the City's actual financial performance relative to its adopted operating budget, for all funds; and

WHEREAS, in conjunction with the Finance Division each Division of the City of Memphis reviews its current revenues and expenditures, and projects the anticipated outcomes for the fiscal year; and

WHEREAS, based on the General Fund 3rd Quarter review, it is necessary to amend the fiscal year 2026 (FY26) Operating Budget with a budget neutral adjustment from Memphis Parks in the amount of \$250,000, from Police Services in the amount of \$959,281, and from General Services in the amount of \$900,000, which will be reallocated to Fire Services in the amount of \$2,109,281; and

WHEREAS, the Finance Division has identified a budget neutral transfer of appropriations to accomplish this reallocation as follows:

- *Police Services* – Funds in the amount \$959,281 will be reallocated to fund Fire Services City Shop Charges shortfall for fiscal year 2026. The total adjustment of \$959,281 is *budget neutral, therefore, there will be no impact to fund balance. See attached Table-1*
- *Memphis Parks* – Funds in the amount \$250,000 will be reallocated to fund Fire Services City Shop Charges shortfall for fiscal year 2026. The total adjustment of \$250,000 is *budget neutral, therefore, there will be no impact to fund balance. See attached Table-1*
- *General Services* – Funds in the amount \$900,000 will be reallocated to fund Fire Services City Shop Charges shortfall for fiscal year 2026. The total adjustment of \$900,000 is *budget neutral, therefore, there will be no impact to fund balance. See attached Table-1*

WHEREAS, the Finance Division has identified budget neutral transfers of appropriation in General Services with reallocations as follows:

- *General Services* – Funds in the amount \$2,848,170 will be reallocated between multiple legal levels within the General Services Division to adjust for unexpected expenses. The total adjustment of \$2,848,170 is *budget neutral, therefore, there will be no impact to fund balance. See attached Table-2*

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Memphis that the Finance Division is hereby authorized to execute the aforementioned budget adjustments as needed to close the Fiscal Year 2026 Operating Budget with a balanced budget as required by and in accordance with Tennessee Constitution Article 2 § 24, TCA § 9-1-116, Municipal Budget Law of 1982.

April 14, 2026

Sponsored by the Administration – Finance Division



**CITY OF MEMPHIS
Q3 BUDGET ADJUSTMENT RESOLUTION TABLE - 1
FISCAL YEAR 2026**

DESCRIPTION: Request to amend the fiscal year 2026 (FY26) Operating Budget with a budget neutral adjustments from Memphis Parks in the amount of \$250,000, from Police Services in the amount of \$959,281.34, and from General Services in the amount of \$900,000 in which will be reallocated to Fire Services in the amount of \$2,109,281.34

DIVISION	FUND	FUND	SERVICE CENTER	SERVICE CENTER NAME	ACCOUNT	ACCOUNT NAME	INCREASE (DEBIT)	DECREASE (CREDIT)
POLICE SERVICES	General Fund	0111	140101	Exec_Admin - Police Services	052124	City Shop Fuel		8,370.11
POLICE SERVICES	General Fund	0111	140103	Organized Crime Unit	052124	City Shop Fuel		442,712.36
POLICE SERVICES	General Fund	0111	140105	Training Academy	052124	City Shop Fuel		10,331.16
POLICE SERVICES	General Fund	0111	140106	Research & Development	052124	City Shop Fuel		164.51
POLICE SERVICES	General Fund	0111	140202	Communication Services	052124	City Shop Fuel		1,900.64
POLICE SERVICES	General Fund	0111	140205	Information Technology	052124	City Shop Fuel		1,438.85
POLICE SERVICES	General Fund	0111	140206	Property & Evidence	052124	City Shop Fuel		1,184.03
POLICE SERVICES	General Fund	0111	140207	Real Time Crime Center	052124	City Shop Fuel		10,547.66
POLICE SERVICES	General Fund	0111	140208	Radio Maintenance	052124	City Shop Fuel		5,888.91
POLICE SERVICES	General Fund	0111	140301	Old Allen Station	052124	City Shop Fuel		30,614.43
POLICE SERVICES	General Fund	0111	140303	Mt. Moriah Station	052124	City Shop Fuel		11,119.20
POLICE SERVICES	General Fund	0111	140305	Main St. Station	052124	City Shop Fuel		59,845.25
POLICE SERVICES	General Fund	0111	140306	Police Reserves	052124	City Shop Fuel		3,552.95
POLICE SERVICES	General Fund	0111	140308	Airways Station	052124	City Shop Fuel		58,882.95
POLICE SERVICES	General Fund	0111	140309	Appling Farms Station	052124	City Shop Fuel		142,098.38
POLICE SERVICES	General Fund	0111	140311	Ridgeway Station	052124	City Shop Fuel		69,289.43
POLICE SERVICES	General Fund	0111	140401	Investigative Services	052124	City Shop Fuel		25,770.08
POLICE SERVICES	General Fund	0111	140501	Special Operations	052124	City Shop Fuel		18,748.02
POLICE SERVICES	General Fund	0111	140502	Traffic Bureau	052124	City Shop Fuel		54,784.44
POLICE SERVICES	General Fund	0111	140503	Crime Prevention	052124	City Shop Fuel		2,038.04
Total to FIRE from POLICE	General Fund	0111	130201	Apparatus Maintenance	052116	City Shop Charges	959,281.34	
MEMPHIS PARKS	General Fund	0111	150101	Administration - Memphis Parks	052116	City Shop Charges		3,000.00
MEMPHIS PARKS	General Fund	0111	150101	Administration - Memphis Parks	052124	City Shop Fuel		2,000.00
MEMPHIS PARKS	General Fund	0111	150101	Administration - Memphis Parks	052810	Utilities		50,000.00
MEMPHIS PARKS	General Fund	0111	150402	Park Operations	052116	City Shop Charges		120,000.00
MEMPHIS PARKS	General Fund	0111	150402	Park Operations	052124	City Shop Fuel		30,000.00
MEMPHIS PARKS	General Fund	0111	150501	Museums	052116	City Shop Charges		5,000.00
MEMPHIS PARKS	General Fund	0111	150801	Botanic Gardens	052116	City Shop Charges		3,000.00
MEMPHIS PARKS	General Fund	0111	150801	Botanic Gardens	052124	City Shop Fuel		2,000.00
MEMPHIS PARKS	General Fund	0111	150801	Botanic Gardens	052810	Utilities		10,000.00
MEMPHIS PARKS	General Fund	0111	151010	Community Centers	052116	City Shop Charges		10,000.00
MEMPHIS PARKS	General Fund	0111	151504	Fox Meadow Golf	052124	City Shop Fuel		2,000.00
MEMPHIS PARKS	General Fund	0111	151505	Galloway Golf	052124	City Shop Fuel		3,000.00
MEMPHIS PARKS	General Fund	0111	151506	Overton Golf	052116	City Shop Charges		10,000.00
Total to FIRE from PARKS	General Fund	0111	130201	Apparatus Maintenance	052116	City Shop Charges	250,000.00	
GENERAL SERVICES	General Fund	0111	200802	V M Fuel	057440	Fuel Inventory (Fleet Fuel)		900,000.00
Total to FIRE from GS	General Fund	0111	130201	Apparatus Maintenance	052116	City Shop Charges	900,000.00	
TOTAL AMOUNT - BUDGET ADJUSTMENTS							2,109,281.34	2,109,281.34



CITY OF MEMPHIS
Q3 BUDGET ADJUSTMENT RESOLUTION TABLE - 2
FISCAL YEAR 2026

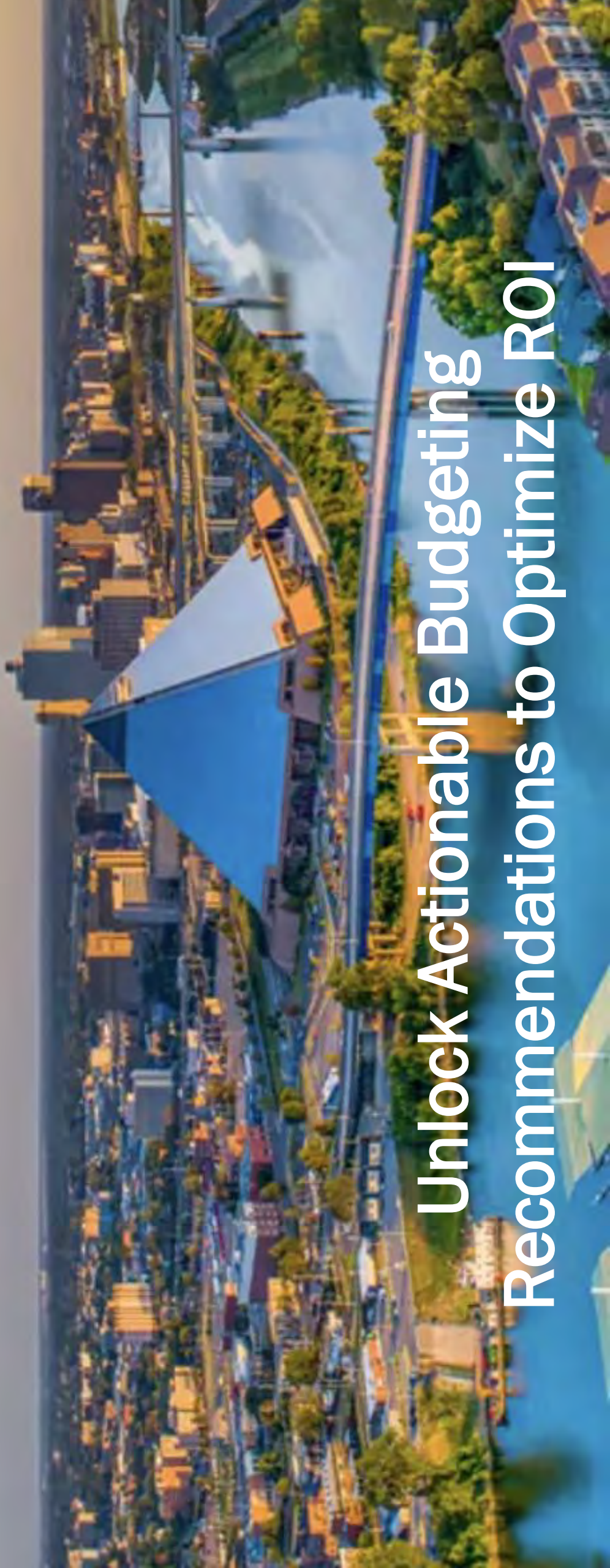
REQUEST DESCRIPTION: Budget neutral adjustments to underbudget expenses due

DIVISION	FUND NAME	FUND	SERVICE CENTER NAME	SERVICE CENTER	ACCOUNT NAME	ACCOUNT	INCREASE (DEBIT)	DECREASE (CREDIT)
GENERAL SERVICES	General Fund	0111	Administration - General Services	200101	Full-time Salaries	051101		75,000.00
GENERAL SERVICES	General Fund	0111	Administration - General Services	200101	Materials & Supples	052342		20,000.00
GENERAL SERVICES	General Fund	0111	Administration - General Services	200101	Travel	052610		50,000.00
GENERAL SERVICES	General Fund	0111	Administration - General Services	200101	Cert Pay	051221		50,000.00
GENERAL SERVICES	General Fund	0111	G S Support Services	200102	Full-time Salaries	051101		250,000.00
GENERAL SERVICES	General Fund	0111	Property Maintenance	200201	Full-time Salaries	051101		675,000.00
GENERAL SERVICES	General Fund	0111	Grounds - Property Maintenance	200203	Full-time Salaries	051101		175,000.00
GENERAL SERVICES	General Fund	0111	Building Maintenance	200206	Full-time Salaries	051101		275,000.00
GENERAL SERVICES	General Fund	0111	Building Maintenance	200206	PT Salaries	051402		20,000.00
GENERAL SERVICES	General Fund	0111	Fleet Management	203001	PT Salaries	051402		28,170.00
GENERAL SERVICES	General Fund	0111	Fleet Management	203001	Misc Professional Services	052528		30,000.00
GENERAL SERVICES	General Fund	0111	Fleet Management	203001	Full-time Salaries	051101		1,200,000.00
GENERAL SERVICES	General Fund	0111	Property Maintenance	200201	Overtime	051202	125,000.00	
GENERAL SERVICES	General Fund	0111	Property Maintenance	200201	PT Salaries	051402	75,000.00	
GENERAL SERVICES	General Fund	0111	Property Maintenance	200201	Misc Professional Services	052528	500,000.00	
GENERAL SERVICES	General Fund	0111	Grounds - Property Maintenance	200203	PT Salaries	051402	200,000.00	
GENERAL SERVICES	General Fund	0111	Grounds - Property Maintenance	200203	Utilities	052810	32,000.00	
GENERAL SERVICES	General Fund	0111	Grounds - Property Maintenance	200203	Rent	052932	16,000.00	
GENERAL SERVICES	General Fund	0111	Building Maintenance	200206	Security	052520	142,000.00	
GENERAL SERVICES	General Fund	0111	Building Maintenance	200206	Utilities	052810	485,000.00	
GENERAL SERVICES	General Fund	0111	Building Maintenance	200206	Equipment Rental	053206	95,000.00	
GENERAL SERVICES	General Fund	0111	Real Estate Department	200301	PT Salaries	051402	32,000.00	
GENERAL SERVICES	General Fund	0111	Fleet Management	203001	Overtime	051202	1,007,170.00	
GENERAL SERVICES	General Fund	0111	Fleet Management	203001	PTO Final Pay	051218	139,000.00	
TOTAL AMOUNT - BUDGET ADJUSTMENTS							2,848,170.00	2,848,170.00

**Budget
Resolution for
FY26 Funding was
not provided at
the time of
Document
Publication.**

Priority Based Budgeting

Unlock Actionable Budgeting
Recommendations to Optimize ROI



?



Current Engagements



City of Dallas



Collier County



AWS Public Sector Blog

How Collier County modernized budgeting to uncover \$40 million in savings with AWS and Tyler Technologies

by Sathiyar Baskaran, Arun Krishnaswamy, Darryl Wilson, and Mack Bickle | on 10 NOV 2025 | in Artificial Intelligence, Customer Solutions, Public Sector, Public Sector Partners, State or Local Government | [Permalink](#) | [Share](#)



Name	Budget	Savings
Los Angeles County	\$46 Billion	\$2.2 Billion
Collier County	\$673 Million	\$150 million
Kansas City, MO	\$1.2 Billion	\$175 million
City of Olympia, WA	\$110 Million	\$28 million

RESULTS

PBB and City of Memphis

- Enhance operationalizing program efficiency with recommendations into a dynamic, priority-driven budget framework.
- Leverage PBB's AI analytics, ensuring efficiencies translate into sustainable fiscal decisions
- Align resources with strategic priorities by categorizing programs based on impact, cost, mandates, and community value, uncovering savings, revenue opportunities, and efficiencies through data analytics and visualization.
- Break the City down into specific services with recommendations. For example, Parks Maintenance include Mulching, Arborist, etc



Aspects of the Offering

P R I O R I T Y B A S E D B U D G E T I N G



Data Creation

1 Program Inventory

- AI predicts the programs a local government offers by analyzing the General Ledger (GL) line-item data.

Personnel Allocation Prediction

- Each position is mapped to likely programs based on job title, department, and GL allocation patterns.
- AI models predict how employee time is distributed across multiple programs
- Results in program-level personnel costs aligned with actual workforce deployment.

Non-Personnel Cost Allocation

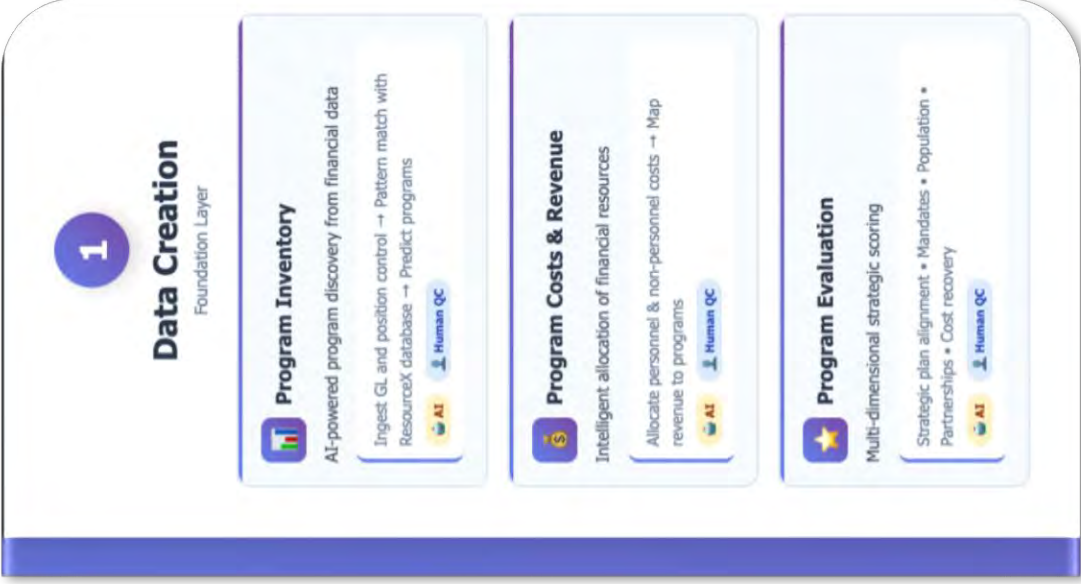
- Supplies, contracts, utilities, and capital outlays are grouped by purpose using chart of accounts data.
- Each line item is assigned to one or more programs using spending patterns and semantic cues in descriptions.
- Enables accurate capture of total operating costs for each program.

Revenue Assignment

- Revenue codes are interpreted and matched to services they fund (e.g., permit fees → Permitting.)
- Revenue is assigned to the corresponding program to assess cost recovery and identify profit centers.
- Creates visibility into *which programs generate revenue* and *which rely on subsidy*.

Outcome: A complete “price tag” per program—personnel + non-personnel costs, including revenue.

Sets the foundation for ROI analysis, cost-saving strategies, and funding optimization.



Analytics

Intelligence Layer



Program Cost Benchmarking

Compare costs against peer organizations



Process Overlap Analysis

Identify consolidation opportunities



Resource Optimization Insights

Find cost-saving opportunities and new revenue sources based on successful implementations by similar organizations



Impact Enhancing Insights

Discover strategies to maximize your program's impact on specific outcomes, KPIs, or metrics you care about most



PBB Policy Guidance

16-category scoring framework insights



Performance Metrics

Envisio & Polco GPAL metrics



Resident Sentiment

Polco, NRC & community feedback



Analytics

Comparative Analysis

See where you stand, relative to peers.

Compare every program's cost to real government peers to spotlight high-cost outliers and areas of potential savings.

Build structural sustainability.

Create leaner operations that continuously save money, strengthen performance, and help close long-term budget gaps.

Resource Optimization

Transform Insights into executable action
Accelerate Adoption, reduce risks

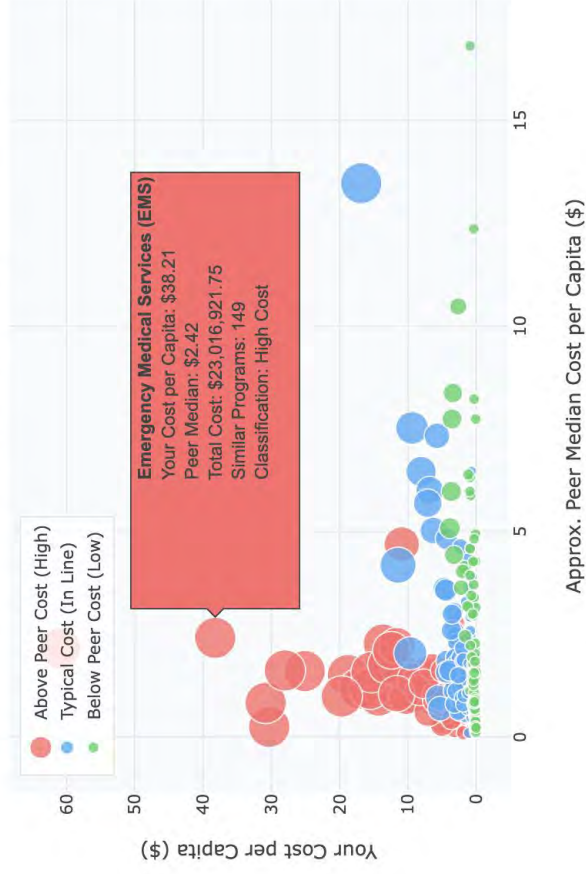
Tie Budget and Operations to Outcomes

Program Cost Benchmarking

Tyler Technologies advanced analytics engine

● Above Peer Cost (High) ● Typical Cost (In Line) ● Below Peer Cost (Low)

Cost per Capita vs Peer Median (Quartile Classification)



See where you stand, relative to peers.
Compare every program's cost to real government peers to spotlight high-cost outliers and areas of potential savings.

Consider service levels without services.
Review cost differentials so leaders can reallocate spending intelligently—without across-the-board reductions.

Replace assumptions with evidence.
Data-driven benchmarks show where your resources perform best, giving you credible options before turning to tax increases.

2

Analytics Intelligence Layer

Program Cost Benchmarking Compare costs against peer organizations AI Human QC	Process Overlap Analysis Identify consolidation opportunities AI Human QC
Resource Optimization Insights Find cost-saving opportunities and new revenue sources based on successful implementations by similar organizations AI Human QC	Impact Enhancing Insights Discover strategies to maximize your program's impact on specific outcomes, KPIs, or metrics you care about most AI Human QC
PBB Policy Guidance 16-category scoring framework insights AI Human QC	Performance Metrics Envisio & Polco GPAL metrics AI Human QC
Resident Sentiment Polco, NRC & community feedback AI Human QC	

Resource Optimization

AI identifies patterns among similarly scored and categorized programs from others to suggest program-specific resource reallocation and revenue generation recommendations.

AI then cites specific examples of programs that have been successful elsewhere to offer guidance as to how the current client might utilize these techniques in their own programs.

Resource Reallocation & Revenue Generation Opportunities

CASE STUDIES & EXECUTION PLANS



High Impact, Low Cost	
<p>High Impact, Low Cost, Low/No Mandate, High Reliance</p> <p>Doing a high impact for lower cost - consider if initiatives would further address impact distribution, grant funding</p> <p>44 programs</p> <p>\$ 2,819,289 Investment</p> <p>Rank 9 Category 10</p>	<p>High Impact, Low Cost, High Mandate, High Reliance</p> <p>Appeal to set of high revenues for our product and expand data collection to other markets with distributors, grant funding</p> <p>30 programs</p> <p>\$ 1,857,811 Investment</p> <p>Rank 11 Category 12</p>
<p>High Impact, Low Cost, Low/No Mandate, Low Reliance</p> <p>High impact, low cost program with multiple responsibility across our business units</p> <p>5 programs</p> <p>\$ 378,371 Investment</p> <p>Rank 14 Category 9</p>	<p>High Impact, Low Cost, High Mandate, Low Reliance</p> <p>Pursuing low cost high impact, low cost initiatives with partners/contractors/consultants. Rank 6 cost in market for new market</p> <p>4 programs</p> <p>\$ 300,992 Investment</p> <p>Rank 15 Category 11</p>
<p>Low Reliance</p> <p>Highly Mandated</p>	

High Impact, High Cost	
<p>High Impact, Higher Cost, Low/No Mandate, High Reliance</p> <p>Invest in high impact, lower commitment and shorter duration on a data collection program</p> <p>53 programs</p> <p>\$ 72,280,125 Investment</p> <p>Rank 2 Category 14</p>	<p>High Impact, Higher Cost, High Mandate, High Reliance</p> <p>Your program, at least, is there an opportunity to leverage and extend? Daily waste programs at green/black/overall</p> <p>61 programs</p> <p>\$ 80,536,023 Investment</p> <p>Rank 1 Category 19</p>
<p>High Impact, Higher Cost, Low/No Mandate, Low Reliance</p> <p>Deliver impact, cost is high, is there opportunity to share the costs between high cost/high impact programs? Or share high cost/high impact programs with low reliance</p> <p>6 programs</p> <p>\$ 29,481,624 Investment</p> <p>Rank 3 Category 13</p>	<p>High Impact, Higher Cost, High Mandate, Low Reliance</p> <p>Review philanthropic organizations if possible for grants or in-kind to share high cost/high impact programs with low reliance</p> <p>2 programs</p> <p>\$ 2,625,839 Investment</p> <p>Rank 10 Category 15</p>
<p>Low Reliance</p> <p>Low/No Mandate</p> <p>Highly Mandated</p>	

I M P A C T

Low Impact, Low Cost	
<p>Low Impact, Low Cost, Low/No Mandate, High Reliance</p> <p>Providing a service mainly due to reliance - is there an opportunity to split off program into separate business, recombine other entities?</p> <p>70 programs</p> <p>\$ 3,728,157 Investment</p> <p>Rank 8 Category 2</p>	<p>Low Impact, Low Cost, High Mandate, High Reliance</p> <p>We're mandated, with low alignment and low margins - can we cover costs, or improve level of service to meet the mandate?</p> <p>20 programs</p> <p>\$ 1,074,852 Investment</p> <p>Rank 13 Category 4</p>
<p>Low Impact, Low Cost, Low/No Mandate, Low Reliance</p> <p>Are opportunities to leverage partners, low reliance and no mandates? In the case, consider co-sourcing for revenue</p> <p>29 programs</p> <p>\$ 1,375,174 Investment</p> <p>Rank 12 Category 1</p>	<p>Low Impact, Low Cost, High Mandate, Low Reliance</p> <p>Not same mandate, other provider partner or co-sourcing</p> <p>4 programs</p> <p>\$ 268,219 Investment</p> <p>Rank 16 Category 3</p>
<p>High Reliance</p> <p>Low Reliance</p> <p>Low/No Mandate</p> <p>Highly Mandated</p>	

Low Impact, High Cost	
<p>Low Impact, Higher Cost, Low/No Mandate, High Reliance</p> <p>Low impact with high cost, and no (or low) mandate efficiency and/or service level, low for full cost recovery or split off</p> <p>31 programs</p> <p>\$ 19,731,895 Investment</p> <p>Rank 5 Category 8</p>	<p>Low Impact, Higher Cost, High Mandate, High Reliance</p> <p>Unfunded mandates with low impact and no partner - what cost the mandate requires (operable service level), "social lobby allows</p> <p>26 programs</p> <p>\$ 28,662,387 Investment</p> <p>Rank 4 Category 6</p>
<p>Low Impact, Higher Cost, Low/No Mandate, Low Reliance</p> <p>Look for full cost recovery - source for res/partner, consider reducing / alternative service lines, maximize efficiency of assets</p> <p>11 programs</p> <p>\$ 6,004,942 Investment</p> <p>Rank 7 Category 3</p>	<p>Low Impact, Higher Cost, High Mandate, Low Reliance</p> <p>Reviewed, low impact, partner - what does mandate require? Look for full cost recovery, leverage partners, share risk/DP</p> <p>3 programs</p> <p>\$ 6,501,757 Investment</p> <p>Rank 6 Category 7</p>
<p>High Reliance</p> <p>Low Reliance</p> <p>Low/No Mandate</p> <p>Highly Mandated</p>	

C O S T

Resource Reallocation & Revenue Generation Opportunities

CASE STUDIES & EXECUTION PLANS

Category 5: Low Impact, High Cost, Low Mandate, Low Reliance

High-cost services with low impact and minimal mandate fall into this category, presenting a prime opportunity for cost recovery and efficiency improvements. In-sourcing for revenue generation or partnering with external entities can reduce the financial strain. Reducing or eliminating non-essential services while maximizing operational efficiency ensures that resources are utilized where they can create the most significant benefit.

1. Health Department - Health Dept Lab Program

- Department:** Health Department
- Program Name:** Health Dept Lab Program
- Program Description:** Provides support to prenatal, family planning, STD, Prep HIV (pre-exposure), and TB clinics. Offers direct access to lab testing at reduced costs and in-house identification of infections for same-appointment treatment.
- Program Cost:** \$315,990.28
- Program Revenue:** \$0

Insight:

- Insight 1:** Partner with local healthcare providers and hospitals to subsidize the lab services. These partners could promote their services in exchange for financial support, increasing patient referrals to their facilities.
 - Case Study:** The City of Baltimore's health department partnered with local hospitals to subsidize lab services, reducing operational costs and improving access to healthcare for the community.
- Insight 2:** Introduce a sliding scale fee model for lab services based on patients' income levels. This could generate revenue while ensuring affordability for low-income individuals.
 - Case Study:** The City of Denver's public health lab implemented a sliding scale fee model, which helped offset costs and expanded access to essential lab services for underserved populations.

Opportunity: \$157,995 - \$315,990

2. Health Department - Health Dept Maternal & Child Health Fees

- Department:** Health Department
- Program Name:** Health Dept Maternal & Child Health Fees

Opportunity: \$157,995 - \$315,990

transportation services but also provides seniors with opportunities for social engagement, contributing to their overall well-being.

Opportunity: \$10,046 - \$30,093

2. Aging - Senior Citizen Lifeline Program

- Department:** Aging
- Program Name:** Senior Citizen Lifeline Program
- Program Description:** Mill Levy funded medical alert for seniors offering additional features such as emergency response services or health monitoring.
- Program Cost:** \$5,680
- Program Revenue:** \$0

Insights:

- Insight 1:** Introduce a subscription-based model for the Lifeline service. Seniors or their families could pay a monthly fee for the service, which would provide a reliable source of revenue. This model could also include different subscription tiers, offering additional features such as emergency response services or health monitoring.
 - Case Study:** Miami-Dade County introduced a subscription model for their senior alert system, which provided a steady stream of revenue while maintaining service quality. The subscription model also allowed for the inclusion of various service levels, catering to different needs and budgets.
- Insight 2:** Partner with local businesses and health insurance companies to sponsor the Lifeline program. In exchange for their sponsorship, these entities could receive advertising opportunities, such as being featured on the Lifeline devices or in promotional materials. This would not only offset costs but also enhance the visibility and credibility of the sponsors within the senior community.
 - Case Study:** Chicago's senior alert program partnered with local pharmacies and insurance companies for sponsorship. These partnerships provided significant financial support, allowing the program to expand its reach and improve service delivery. The sponsors benefited from increased brand recognition and positive community engagement.

Opportunity: \$3,340 - \$6,680

3. Community Programs - Downtown Shareholders Contribution

- Department:** Community Programs
- Program Name:** Downtown Shareholders Contribution

Category	5
Low Impact, Higher Cost, Low/No Mandate, Low Reliance	
Look for full cost recovery, in-source for rev / partner, consider reducing / eliminating service level, maximize efficiency if essential	
11 programs	
\$ 6,004,942 investment	
Rank 7	

COST

IMPACT

EXECUTION PLAN



Intelligent Budget Assistants

PBB Budget Analyst

RAG AGENT APPLICATION

Retrieves from PBB Data Lake for on-demand budget analysis and policy guidance

- ▶ Real-time budget insights
- ▶ Policy recommendations
- ▶ Strategic alignment scoring
- ▶ Cost-benefit analysis

RTB Navigator

RAG AGENT APPLICATION

Rethinking Budgeting navigator with Tyler + Envisio + Polco data lakes

- ▶ Unified data lake access
- ▶ Performance tracking
- ▶ Community engagement
- ▶ RTB principles advancement

Savings Wizard Analysis

Health and Environment

Target Savings Goal

\$1.00M

Projected Savings Achievement

Target: \$1.00M

Projected: \$920K

8-Step Analysis Process



Top High-Cost Programs

#1	Family Planning/Women's & Men's Health	\$2.33M	Category N/A
#2	Childcare Licensing Services	\$2.00M	Category N/A

Optimization Opportunities Identified

Process Consolidation
5 overlapping processes identified

Efficiency Improvements
1 efficiency opportunities

Outsourcing Options
1 program suitable for outsourcing

Revenue Generation
5 revenue optimization opportunities

Prioritized Action Plan

- Consolidate Disease Surveillance and Epidemiology Functions**
 - 6-9 months
 - Conduct workflow analysis to identify overlapping tasks (Month 1-2)
 - Develop integrated surveillance platform (Month 3-5)
 - Cross-train staff on consolidated functions (Month 6-7)
 - Implement new organizational structure (Month 8-9)
- Implement Digital Inspection and Reporting Systems**
 - 4-6 months
 - Procure tablets and digital inspection software (Month 1-2)
 - Train staff on new digital workflows (Month 3)
 - Phase out paper forms and manual data entry (Month 4-5)
 - Monitor and optimize digital processes (Month 6)
- Optimize WIC Food Package and Vendor Management**
 - 6-8 months
 - Analyze EBT redemption data (Month 1-2)
 - Update approved food list with cost-effective options (Month 3-4)

Priority Based Budgeting Blueprint for Funding the Future

We Have New Needs
WE WANT TO:

Launch new programs to tackle emerging challenges
Enhance current programs that need more resources

We Don't Have New Needs
WE WANT TO:

Maintain/preserve current services
Seek to lower tax rates or refund tax-payers

HOW TO REACH THE ABOVE GOALS

FREE UP & REALLOCATE RESOURCES

GENERATE NEW REVENUE



SOURCING



EFFICIENCIES



SERVICE
LEVELS



FEES &
CHARGES



GRANT
FUNDING



TAXES/
RATES

Tyler's Priority Based Budgeting



A SaaS Solution with Managed Services

Tyler's Priority Based Budgeting is a cloud-native software solution coupled with managed services that enable an organization to create a priority-based budget.

A Standalone Software Solution

It is offered as a standalone solution to enhance any ERP, budget development application, or process.

1. RESOLUTION to accept and appropriate grant funds in the amount of \$9,150.00 from the Tennessee Historical Commission for Memphis Landmarks Commissioner, staff, and neighborhood representative training. **All Council Districts. All Super Districts.** This Resolution is sponsored by the Administration. **(Request for Same Night Minutes)**

- Division/Department: Division of Planning and Development / Memphis Landmarks Commission
- Division/Department Contact: Brett Ragsdale / Margot Payne
- Name of Grantor: Tennessee Historical Commission
- Funding Amount: \$9,150.00
- Match Requirement: \$6,100.00
- Award Duration: October 1, 2025 – September 30, 2026
- Awarded Type: Federal Grant
- Plain Language Description: Grant will fund multiple training opportunities and educational workshops for Memphis Landmarks Commissioners, DPD staff, and historic neighborhood representatives.
- Impact: The programming will enhance the effectiveness of the Memphis Landmarks Commission and improve understanding of historic preservation throughout the City.

