

MLGW Agenda Committee Discussion



MLGW Committee
June 23, 2026

Fiscal Consent Totals:

- 1. Total Fiscal Consent Approved Amount Year-to-Date – \$148,157,162.96**
Items approved by Council through 06/09/2026.
- 2. Total Regular/Fiscal Consent Requested Amount – \$15,214,258.86**
Items requested for 06/23/2026 meeting.
- 3. Total Regular/Fiscal Consent Year-to-Date Amount – \$163,371,421.82**
Total of approvals and requests through 06/23/2026 meetings.

Items for June 23rd Agenda

Items approved by BOC on June 17th

1. Resolution approving the Increase and Extension (Change No. 2) to Contract No. 12227, High Volume Outage Call Management with Message Broadcast, LLC to increase the contract amount and extend the current contract in the funded amount of \$1,503,125.00.
2. Resolution awarding a purchase order for gas meters and AMI equipment to Ed Young Sales Company, Inc. in the amount of \$5,176,100.54.
3. Resolution awarding a purchase order for water meter registers to Badger Meter Incorporated in the amount of \$3,058,598.34.
4. Resolution awarding a purchase order for water modules to Wesco Distribution, Inc. in the amount of \$5,476,434.98.

High Volume Outage Call Management

- Requested Funding: \$1,503,125.00
- Award Duration: Increase and Extension (September 1, 2026 through August 31, 2029)
- Type of Bid: RFP
- Awarded to: Message Broadcast, LLC
- Plain Language Description: This contract change is to increase and extend the electric outage hotline contract.
- Impact: Customers would face significant challenges during storms if they were unable to report an electric outage.

Gas Meters and AMI Equipment

- Requested Funding: \$5,176,100.54
- Award Duration: One-Time Purchase
- Type of Bid: Sole Source
- Awarded to: Ed Young Sales Company, Inc.
- Plain Language Description: To procure gas smart meters and related equipment in the quantities specified below. The devices measure natural gas consumption and support automated data transmission, enabling accurate and timely customer billing through remote data collection.
- Impact: The gas meters, modules, and rotary indexes will be installed in residential, commercial, and industrial developments, as well as used to replace defective units. The meters ensure accurate gas readings and allow the system to automatically collect and transmit usage data.



Water Meter Registers

- Requested Funding: \$3,058,598.34
- Award Duration: One-Time Purchase
- Type of Bid: Sole Source
- Awarded to: Badger Meter Incorporated
- Plain Language Description: To procure 43,738 Badger water analog registers to replace failing liquid crystal display registers.
 - 42,738 - 5/8 x 3/4 Badger analog meter registers
 - 1,000 – Analog registers for one-inch Badger meters
- Impact: The water meter registers will be installed to replace faulty digital water registers. The registers provide precise measurements of water consumption, which enable accurate customer billing, minimizes the need for estimated usage, and helps safeguard the utility's revenue.



Water Modules

- Requested Funding: \$5,476,434.98
- Award Duration: One-Time Purchase
- Type of Bid: Sole Source
- Awarded to: Wesco Distribution, Inc.
- Plain Language Description: A total of 43,738 V4 water modules will be purchased to replace the outdated V3 units. These modules are necessary for installing or updating smart water meter communication devices, ensuring accurate billing and maintaining the reliability of the system.
- Impact: The V4 water communication modules are intended to replace aging V3 modules that are nearing the end of their serviceable life. When a communication module fails, a meter reader must be dispatched to the premises to manually obtain a water register reading. Timely replacement of these modules is essential to maintain the efficiency of the meter-to-cash process, minimize manual meter reading requirements, control operating costs, and ensure the continued collection of accurate consumption data for customer billing.



Questions



**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) 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> |
|--|----------------|---------------------------|
|  | <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

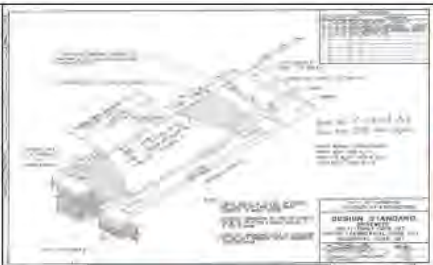
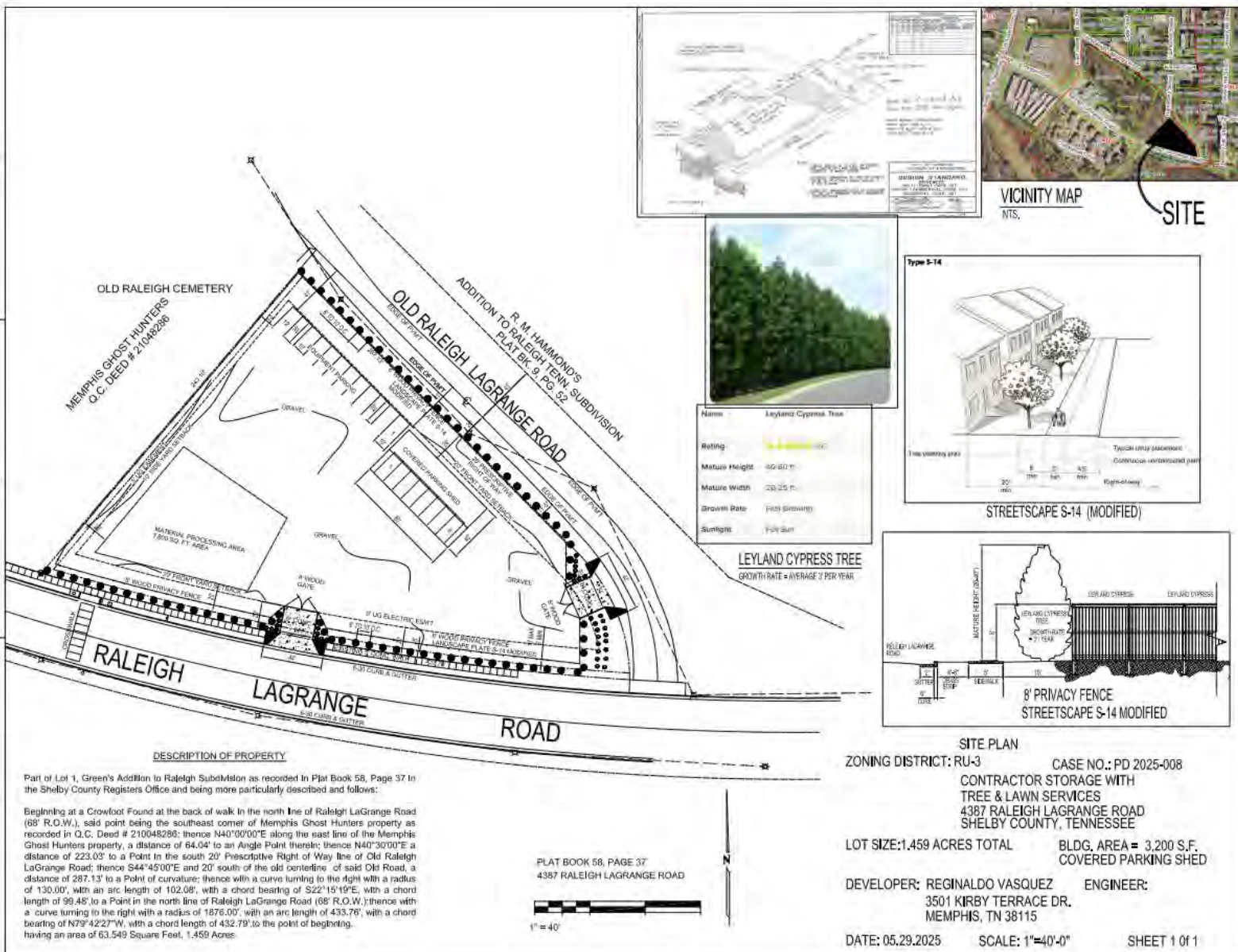
- I. Uses Permitted
 - A. Lawn, tree, and/or garden service with limited outdoor storage including:
 - 1. Vehicle and equipment parking covered and uncovered, incidental to tree cutting and wood removal business.
 - 2. Trucks may be parked after hours, overnight for transfer of wood and trees to the 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.

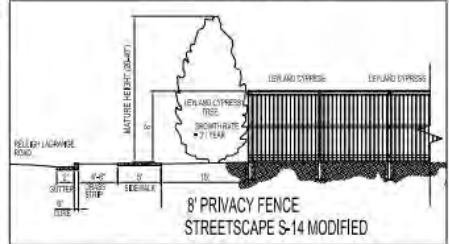
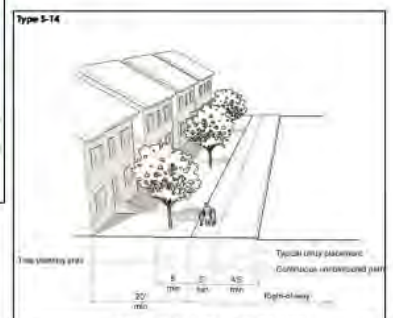
CONCEPT PLAN



SITE



| | |
|---------------|----------------------|
| Name | Leyland Cypress Tree |
| Rating | High |
| Mature Height | 45-60 FT. |
| Mature Width | 20-25 FT. |
| Growth Rate | Fast growing |
| Sunlight | Full Sun |



SITE PLAN

ZONING DISTRICT: RU-3 CASE NO.: PD 2025-008
 CONTRACTOR STORAGE WITH
 TREE & LAWN SERVICES
 4387 RALEIGH LAGRANGE ROAD
 SHELBY COUNTY, TENNESSEE

LOT SIZE: 1.459 ACRES TOTAL BLDG. AREA = 3,200 S.F.
 COVERED PARKING SHED

DEVELOPER: REGINALDO VASQUEZ ENGINEER:
 3501 KIRBY TERRACE DR.
 MEMPHIS, TN 38115

DATE: 05.29.2025 SCALE: 1"=40'-0" SHEET 1 of 1

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 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.

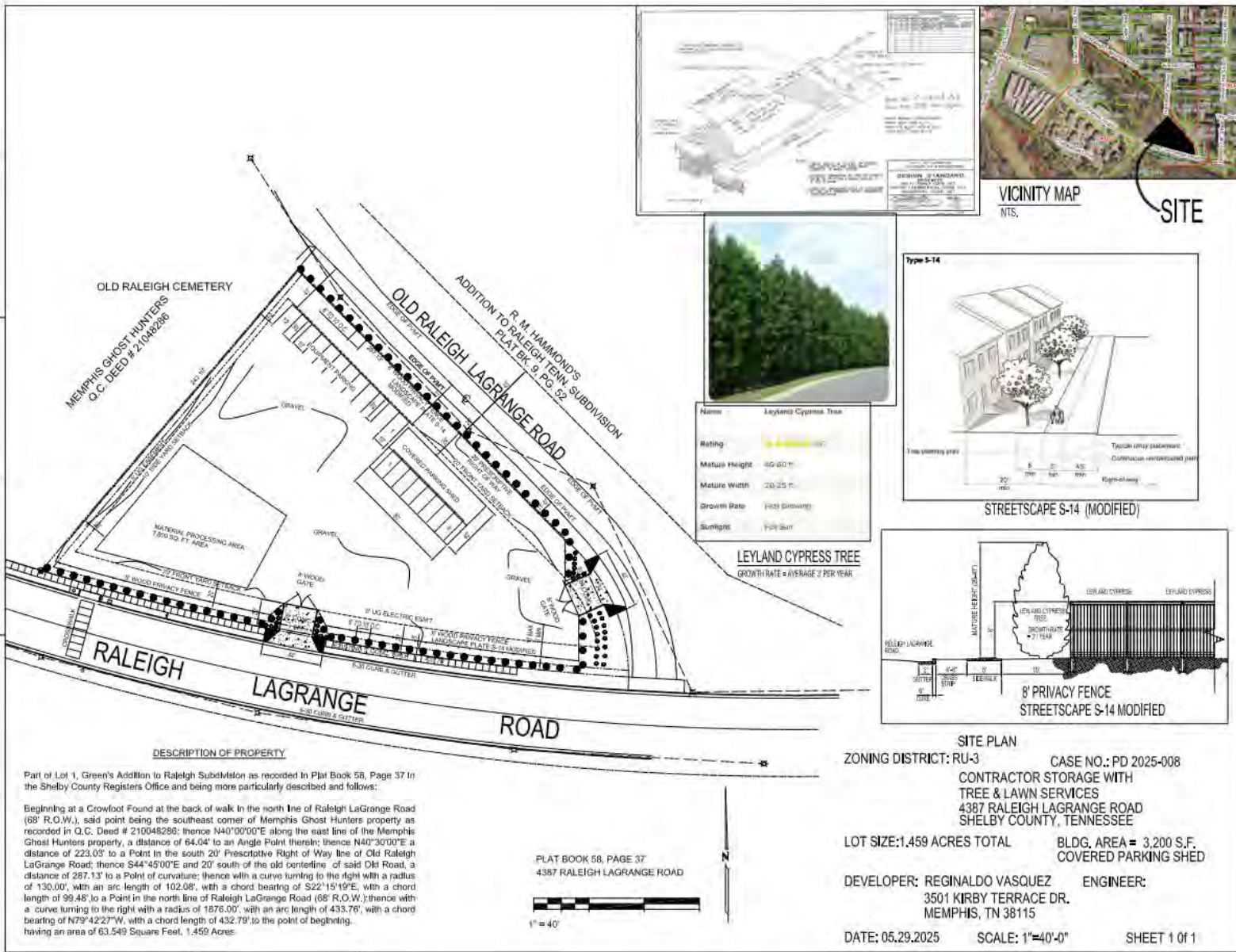
OUTLINE PLAN CONDITIONS

- 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.
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CONCEPT PLAN

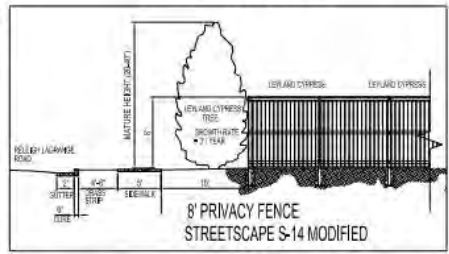
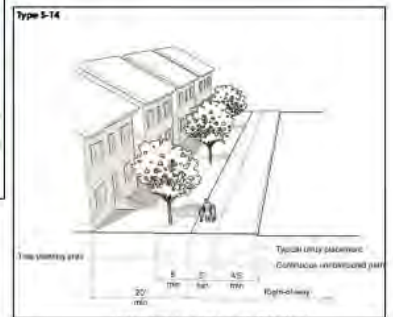


SITE



| | |
|---------------|----------------------|
| Name | Leyland Cypress Tree |
| Rating | High |
| Mature Height | 40-60 ft. |
| Mature Width | 20-25 ft. |
| Growth Rate | Fast growing |
| Sunlight | Full Sun |

LEYLAND CYPRESS TREE
GROWTH RATE = AVERAGE 2 PER YEAR



SITE PLAN
 ZONING DISTRICT: RU-3 CASE NO.: PD 2025-008
 CONTRACTOR STORAGE WITH
 TREE & LAWN SERVICES
 4387 RALEIGH LAGRANGE ROAD
 SHELBY COUNTY, TENNESSEE
 LOT SIZE: 1.459 ACRES TOTAL BLDG. AREA = 3,200 S.F.
 COVERED PARKING SHED
 DEVELOPER: REGINALDO VASQUEZ ENGINEER:
 3501 KIRBY TERRACE DR.
 MEMPHIS, TN 38115
 DATE: 05.29.2025 SCALE: 1"=40'-0" SHEET 1 OF 1

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.

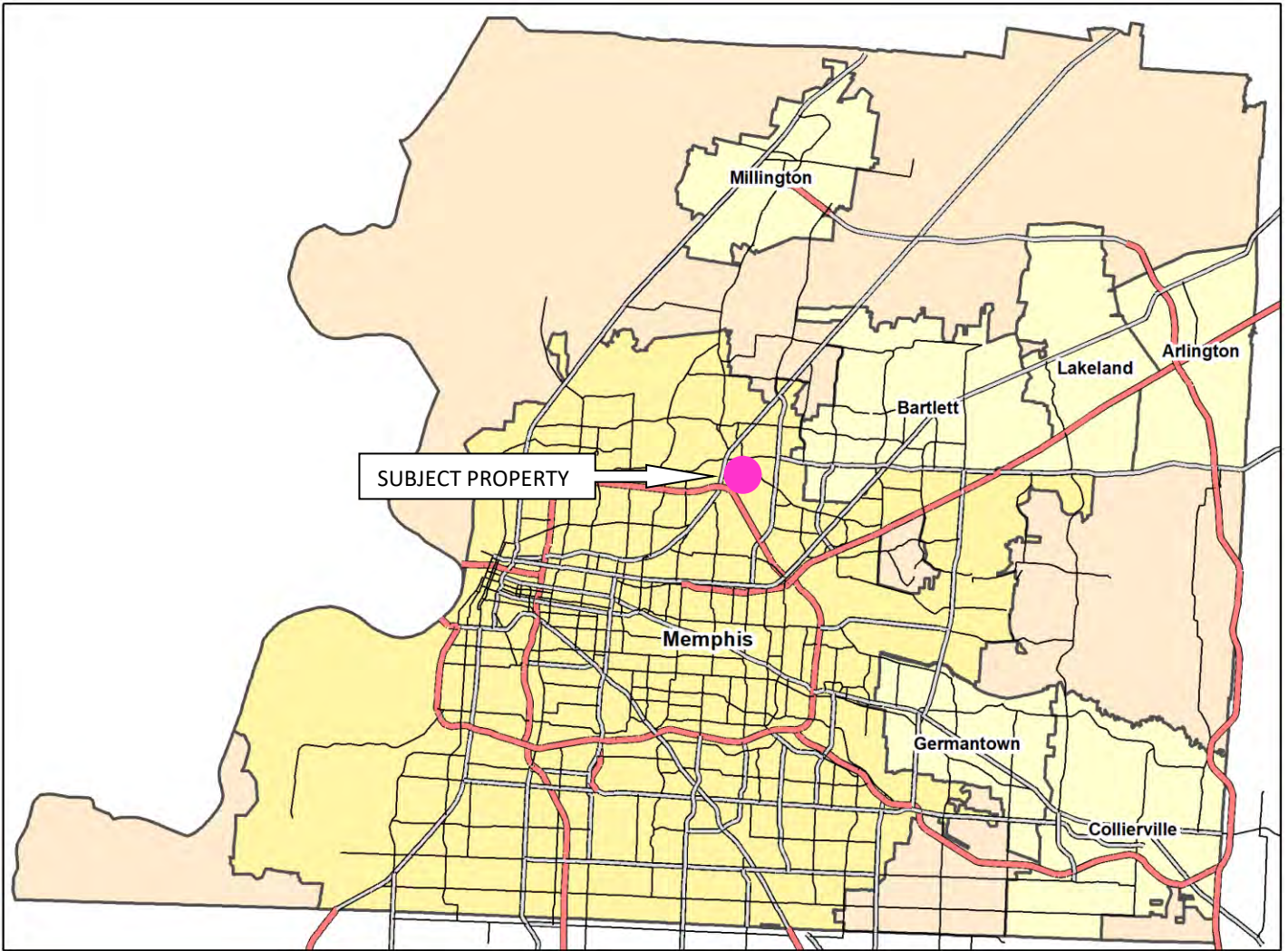
CONSISTENCY WITH MEMPHIS 3.0

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



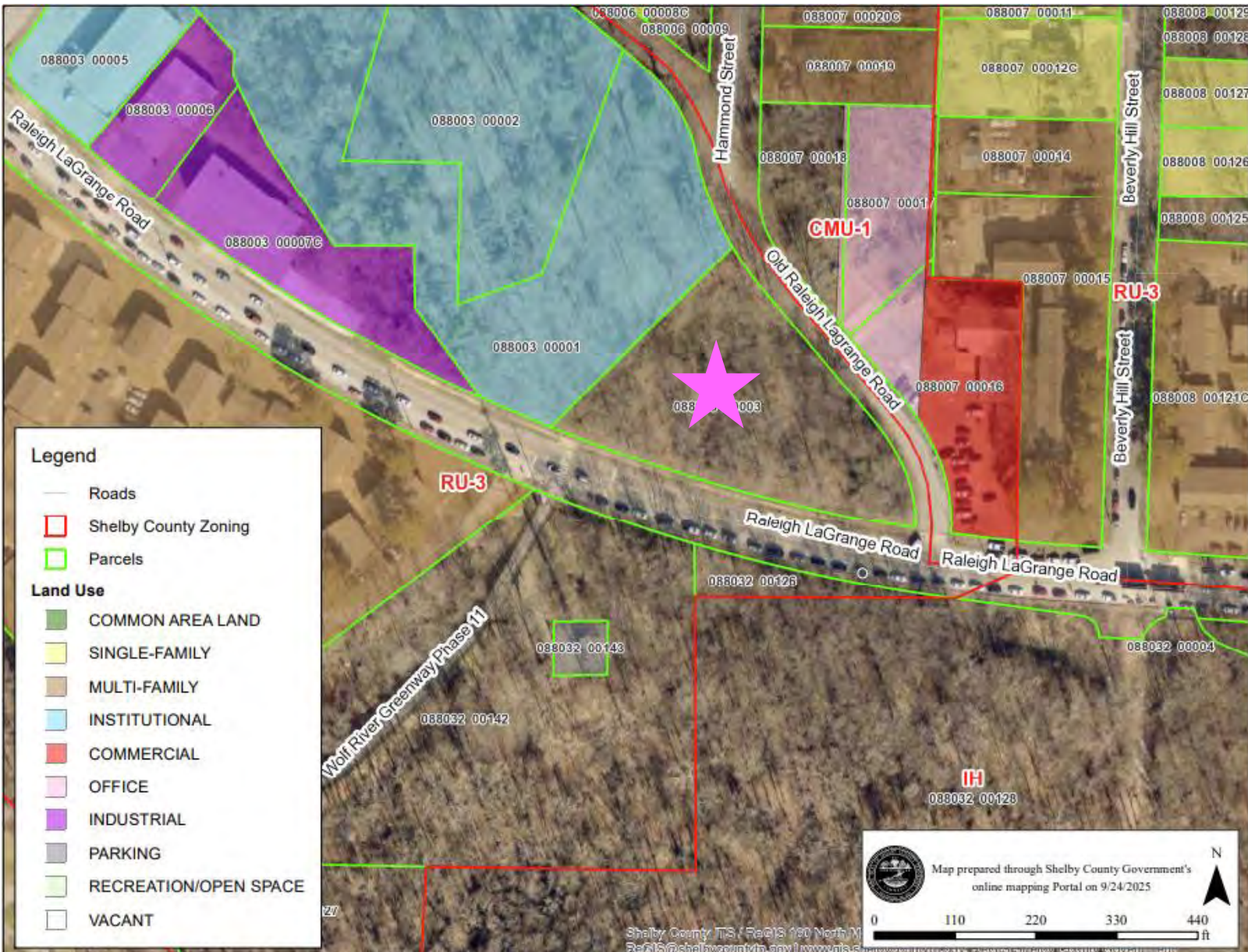
Subject property outlined in yellow,

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



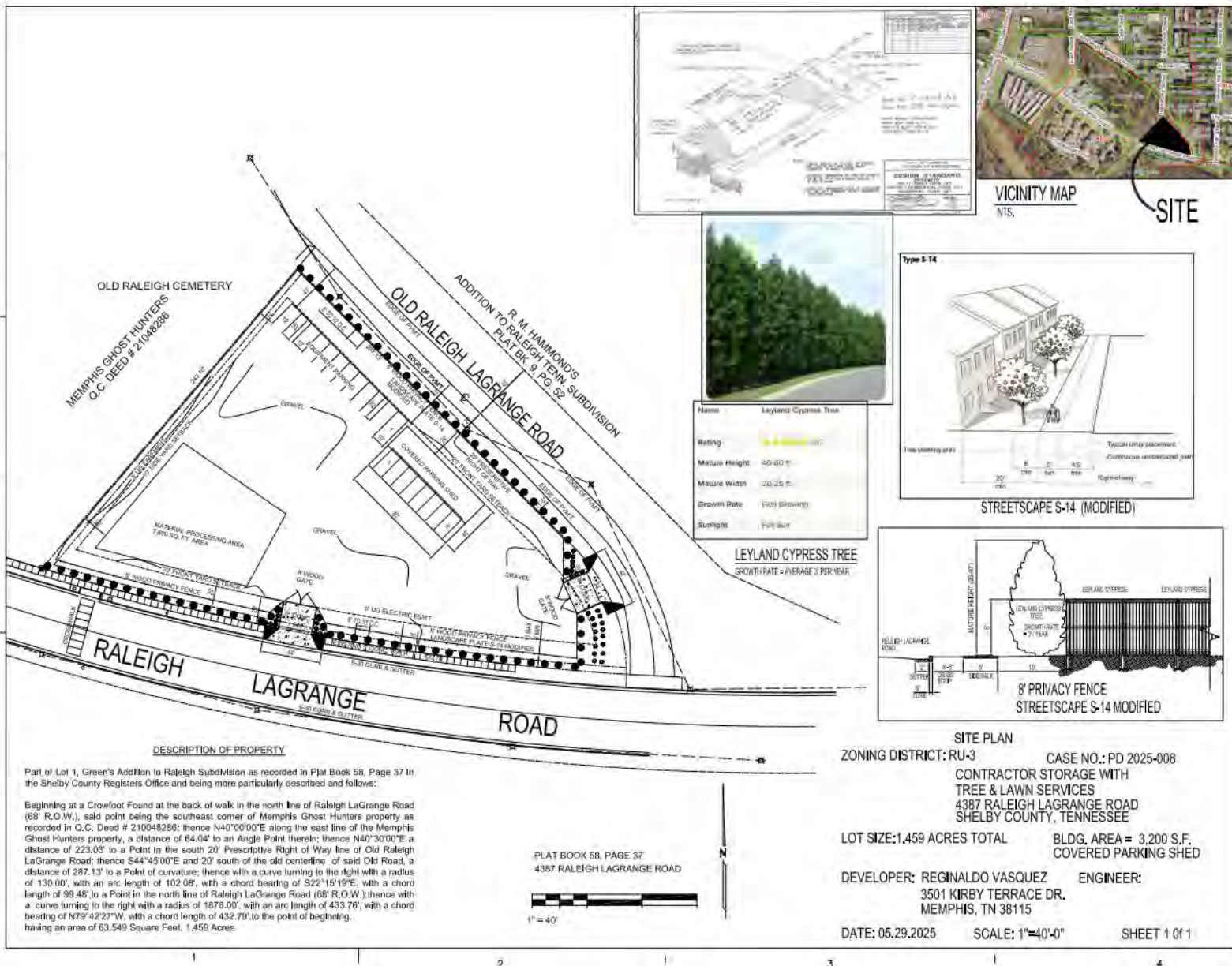
Aerial view of subject property, Dec. 2024

CODE ENFORCEMENT STAFF PHOTOS

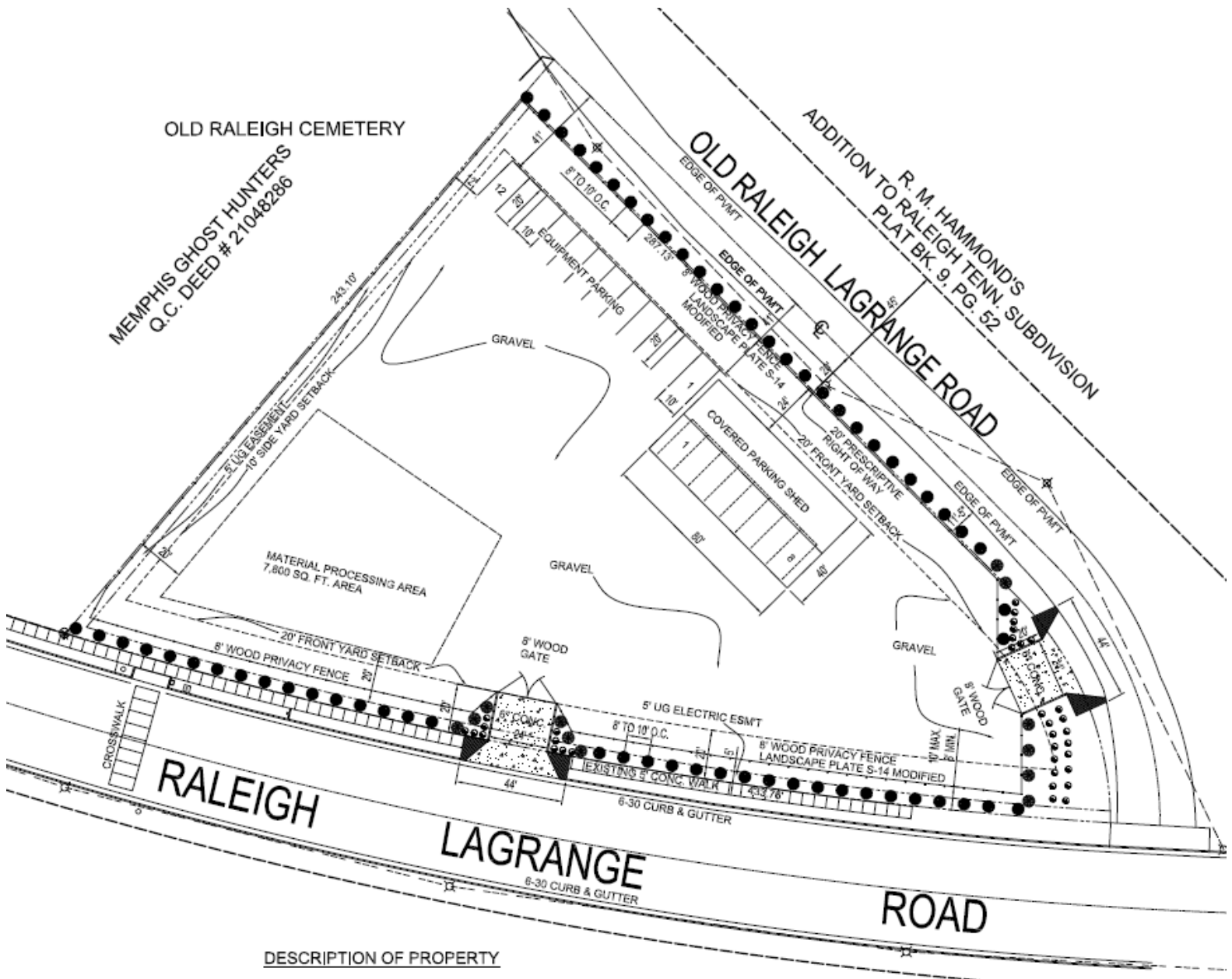




OUTLINE PLAN



CONCEPT PLAN – MAGNIFIED



DESCRIPTION OF PROPERTY

LANDSCAPE PLAN

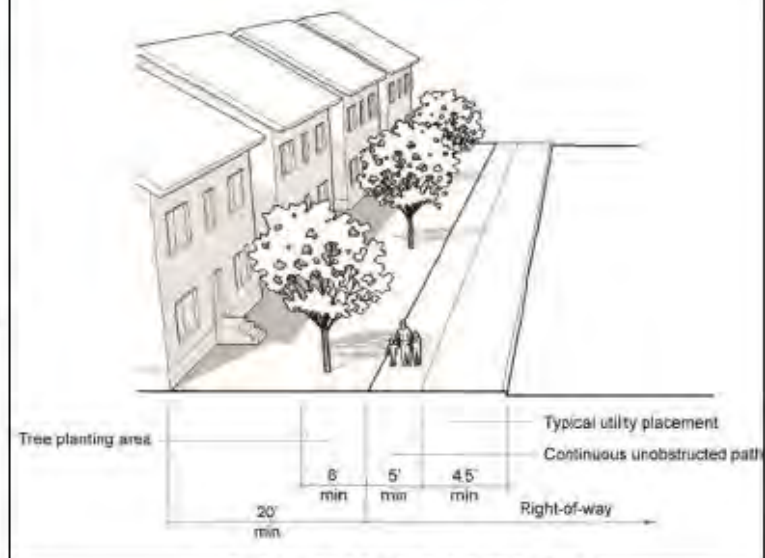


| | |
|---------------|----------------------|
| Name | Leyland Cypress Tree |
| Rating | ★★★★★ 832 |
| Mature Height | 40-60 ft. |
| Mature Width | 20-25 ft. |
| Growth Rate | Fast Growing |
| Sunlight | Full Sun |

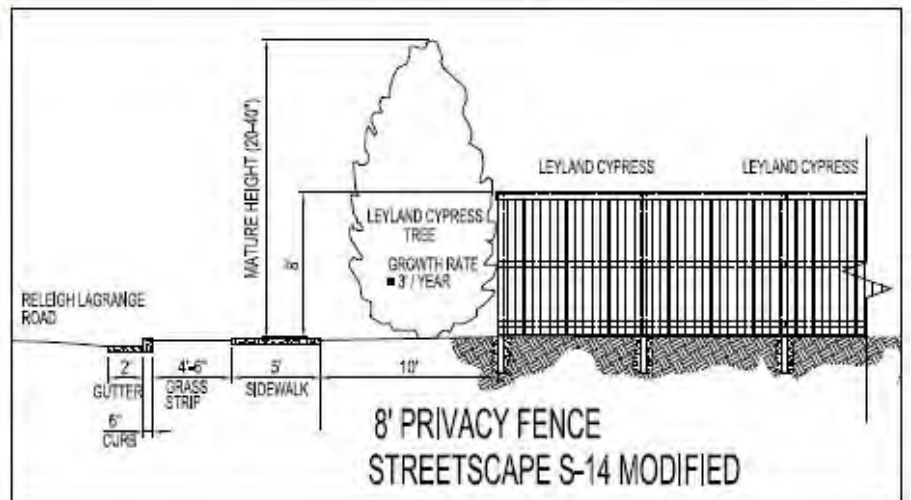
LEYLAND CYPRESS TREE

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 Cypress 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 David W. UPTON
Owner, Applicant or Representative Date OCT 1/2025

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: | pub |

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

My Commission Expires

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.

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: | 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 | Method of Payment |
| \$1,539.00 | Credit Card |

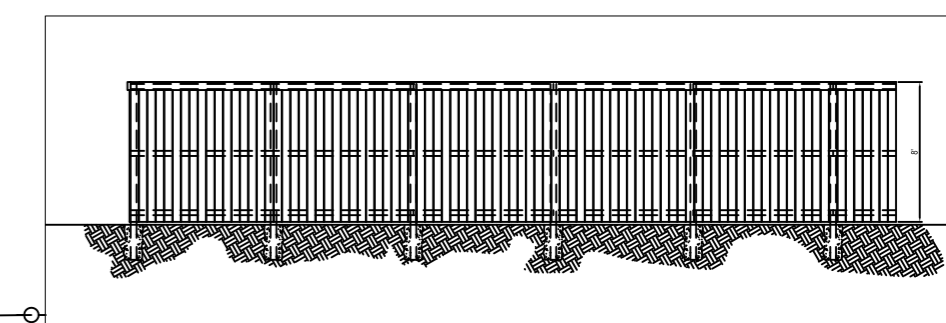


VICINITY MAP

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

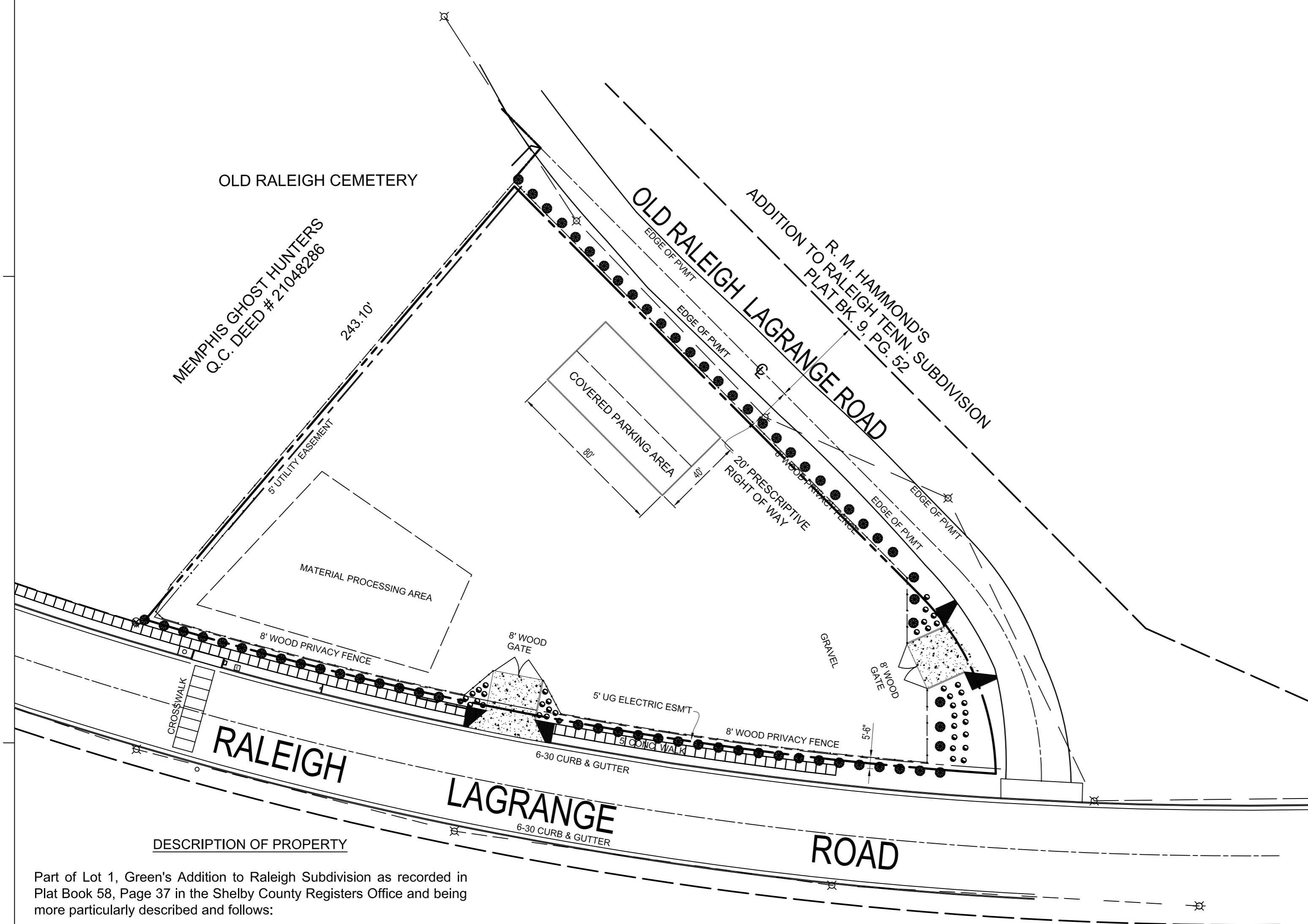


8' PRIVACY FENCE

C

B

A

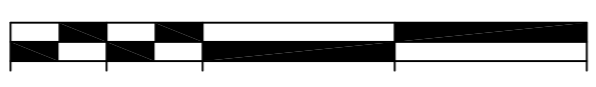


DESCRIPTION OF PROPERTY

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

| | |
|---|---|
| <p>Property address: 0 Raleigh Lagrange Road Memphis, TN 38128 Parcel Number: 088003 00003</p> <p>Owner's name and address: Reinaldo Vasquez</p> <p>0 Raleigh Lagrange Road Memphis, TN 38128</p> <p>Mail tax bills to: <u>Reinaldo Vasquez</u> <u>3501 Kirby Terrace Dr.</u> <u>Memphis TN 38115</u></p> | <p>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.</p> <p><u>Sheila McElwain</u> Affiant</p> <p>Subscribed and sworn to before me this 5th day of July, 2023.</p> <p><u>[Signature]</u> Notary Public</p> <p>My Commission Expires: <u>11/18/2024</u></p> |
| <p style="text-align: center;">This instrument prepared by: Sure Title Company, LLC 3265 W. Sarazens Circle, Ste 101 Memphis, TN 38125 File No.: 2023-2024-TN</p> | |

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.

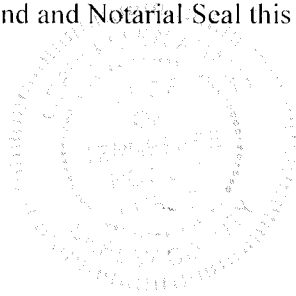
WITNESS the signature of the party of the first part the day and year first above written.

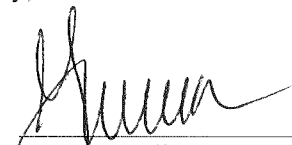

Sergio Ruiz

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

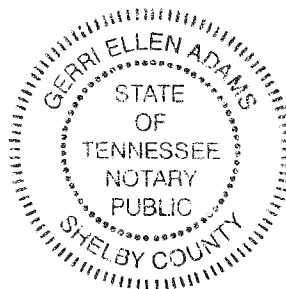
State of Tennessee
County of Shelby

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.

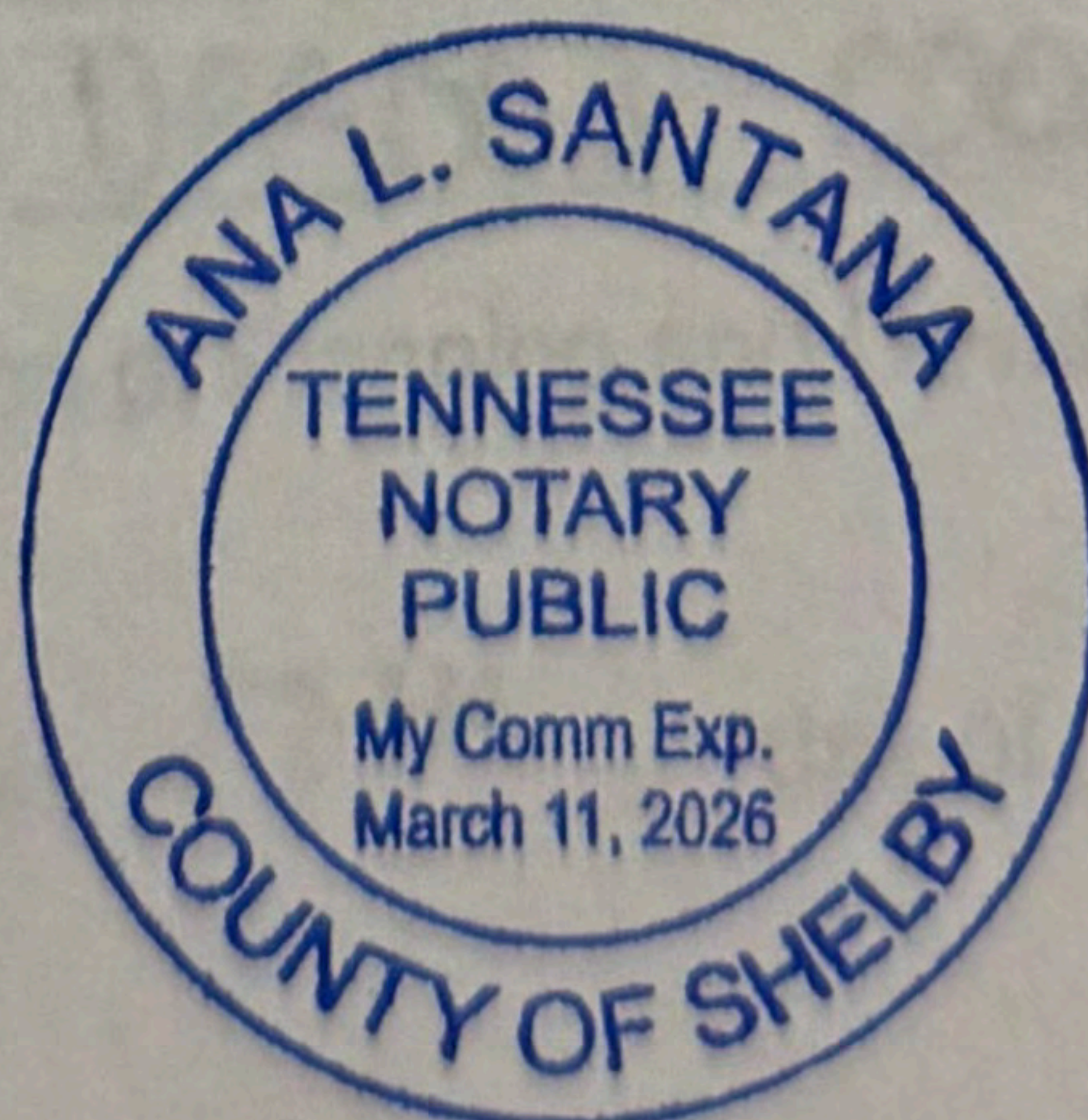
Sincerely,

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 to12 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.

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

**ONE ORIGINAL
ONLY STAPLED
TO DOCUMENTS**

**Planning & Development
DIVISION**

**Planning & Zoning COMMITTEE: 06/23/2026
DATE
PUBLIC SESSION: 07/07/2026
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 2465 Millbrook Ave, known as case number SUP 2026-008

CASE NUMBER: SUP 2026-008

LOCATION: 2465 Millbrook Ave

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

OWNER/APPLICANT: Montre Brooks

REPRESENTATIVE: Montre Brooks

REQUEST: Special use permit to allow a childcare center

AREA: +/-43,560 square feet

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

RECOMMENDED COUNCIL ACTION: **Public Hearing Not Required**

PRIOR ACTION ON ITEM:

(1) _____ APPROVAL - (1) APPROVED (2) DENIED
 06/11/2026 DATE
 (1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION
 (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

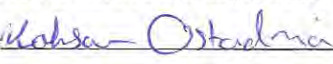

FUNDING:

(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> |
|--|-------------|-------------------------------------|
|  | 6/15/26 | STAFF PLANNER |
| _____ | _____ | DEPUTY ADMINISTRATOR |
|  | 6/15/26 | ADMINISTRATOR |
| _____ | _____ | DIRECTOR (JOINT APPROVAL) |
| _____ | _____ | COMPTROLLER |
| _____ | _____ | FINANCE DIRECTOR |
| _____ | _____ | CITY ATTORNEY |
| _____ | _____ | CHIEF ADMINISTRATIVE OFFICER |
| _____ | _____ | COMMITTEE CHAIRMAN |



Memphis City Council Summary Sheet

SUP 2026-008

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 2465 MILLBROOK AVE, KNOWN AS CASE NUMBER SUP 2026-008

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

LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on **Thursday, June 11, 2026**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: SUP 2026-008

LOCATION: 2465 Millbrook Ave

COUNCIL DISTRICT(S): District 7 and Super District 8 – Positions 1, 2, and 3

OWNER/APPLICANT: Montre Brooks

REPRESENTATIVE: Montre Brooks

REQUEST: Special use permit to allow a childcare center

EXISTING ZONING: Residential Single-Family – 10 (R-10)

AREA: +/-43,560 square feet

The following spoke in support: None

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 9-0-0 on the consent agenda.**

Respectfully,

Mahsan Ostadnia

Planner II
Land Use & Development Services

Cc: Committee Members
File

SUP 2026-008
CONDITIONS

1. A maximum of 55 children may be on site at any given time.
2. The applicant shall submit a final site plan and landscape plan subject to administrative review and approval by the Division of Planning and Development.

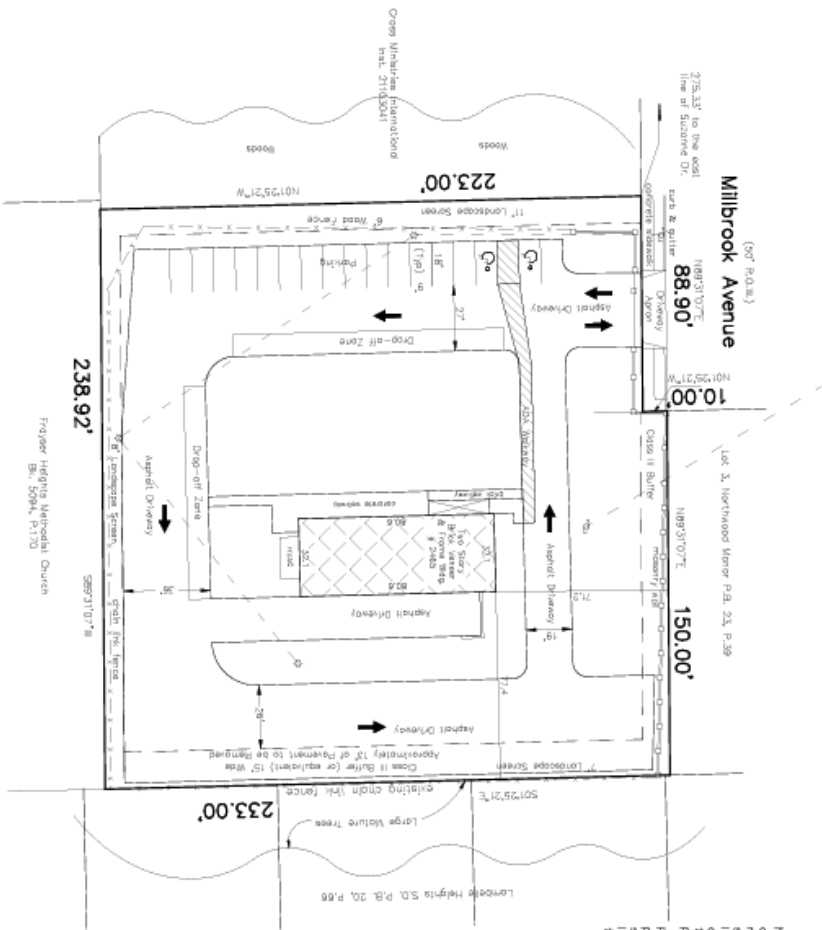


SITE PLAN

- Symbol Legend**
- T.V. = Underground Tank Valve
 - ⊙ S.W.H. = Saker Well
 - ⊙ D.W.H. = Dean Well
 - ⊙ W.V. = Water Valve
 - ⊙ W.V. = Water Valve
 - ⊙ H/O-Horizontal Parking
 - ⊙ L.P. = Light Pole (Light Standard)
 - ⊙ P.P. = Power Pole
 - ⊙ J.B. = Junction Box
 - ⊙ D.I. = Drain Inlet
 - ⊙ C.I. = Curb Inlet
 - ⊙ S.W. = Sewer
 - ⊙ W.W. = Water
 - ⊙ E/W. = Electric Water
 - ⊙ G/W. = Gas Water
 - ⊙ T. = Rod Mounted Transformer

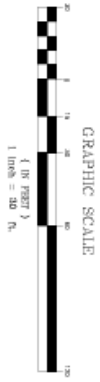
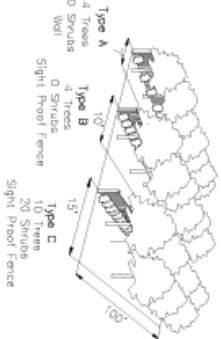
- Legend**
- POB = Part of Beginning
 - PF = Iron Pin Found
 - PS = Iron Pin Set
 - Q.E. = Overhead Wire
 - S = South
 - E = East
 - W = West
 - R.O.W. = Right of Way
 - D.P. = Drain Pipe
 - M.S. = Manhole Set

AREA
54,771.85 sq ft
1.26 acres



Note: All vehicular circulation, parking and child drop-off/pick-up activities occur within the site, minimizing impact to Millbrook Avenue and surrounding residential neighborhoods. Landscaping and landscape buffer areas provide separation from adjacent properties, where parking is located along the property edge, the existing perimeter fence provides buffering.

Proposed alternative landscape buffer through site plan review in lieu of masonry wall due to existing site conditions. Buffer to include supplemental landscape screening along east property line adjacent to residential use.



Site Plan

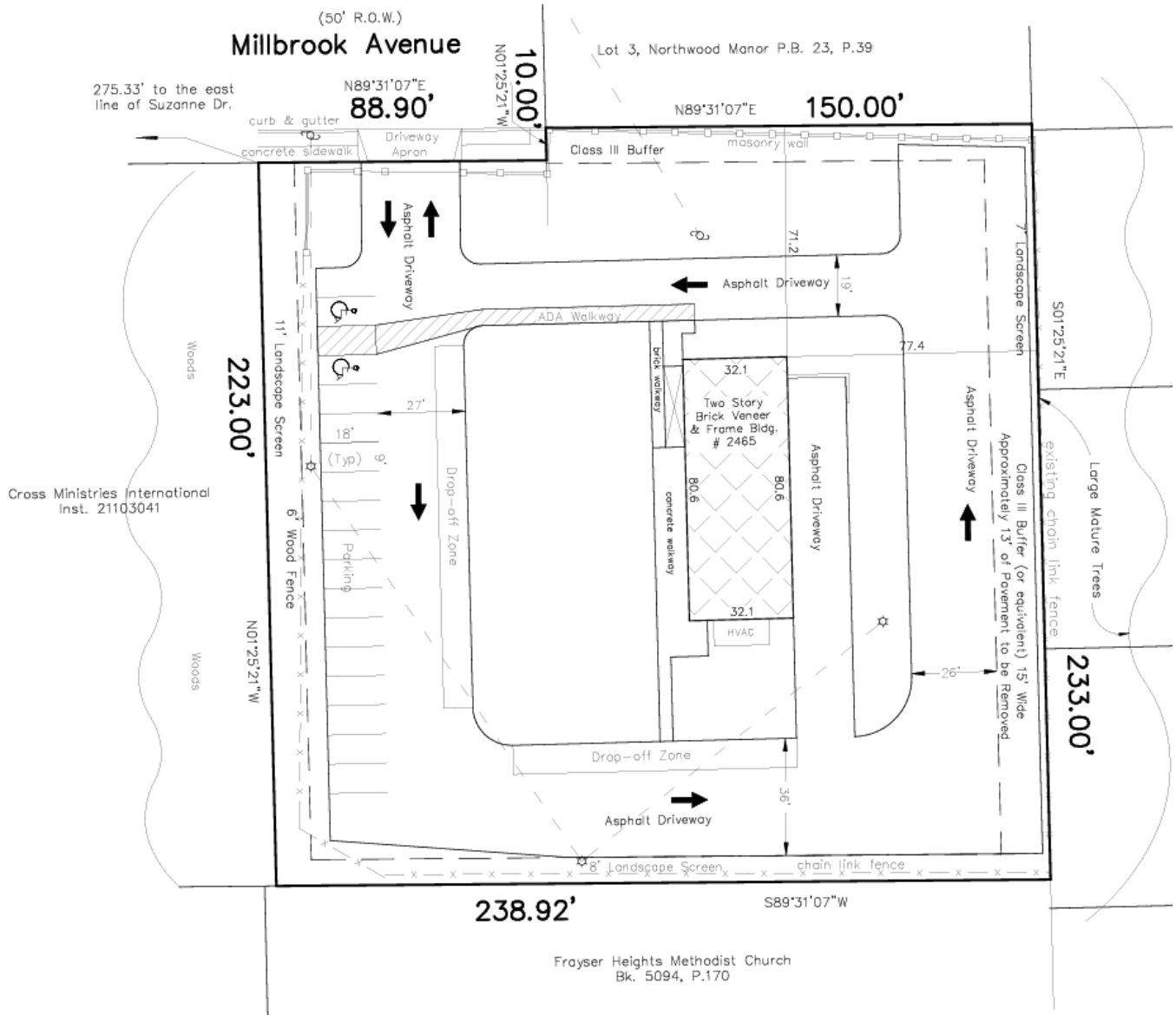
2465 Millbrook Lane
Memphis, Shelby County, TN

| | | |
|--------------------------|----------------------------|-----------------------|
| CASE # SLP | | SCALE 1" = 30' |
| DATE 6/24/2025 | SCALE 1" = 30' | |
| L.P.T. 126 ACRES | WARD 72 Block 7B Parcel 35 | SURVEYOR |
| DEVELOPER Hunter Brookco | 2465 Millbrook Ave | CAMPBELL SURVEYING CT |
| MEMPHIS, TN 38127 | | 1023 S. Vicksas Rd |
| | | (901) 683-9114 |
| 100 YEAR FLOOD | FEMA MAP PANEL | PANEL DATE |
| EL ELEVATION 239' | 47137 E. 0280 1' | 09/28/2017 |
| DATE 02/27/2025 | SCALE 1" = 30' | Sheet 1 of 1 |

Campbell Surveying Company
1823 South Yates Road
Memphis, TN 38119

Scale 101
(901) 683-9114

SITE PLAN-MAGNIFIED



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 2465 MILLBROOK AVE, KNOWN AS CASE NUMBER SUP 2026-008

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 special use permit for certain stated purposes in the various zoning districts; and

WHEREAS, Montre Brooks filed an application with the Memphis and Shelby County Division of Planning and Development to allow a childcare center; 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 June 11, 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. A maximum of 55 children may be on site at any given time.
2. The applicant shall submit a final site plan and landscape plan subject to administrative review and approval by the Division of Planning and Development.

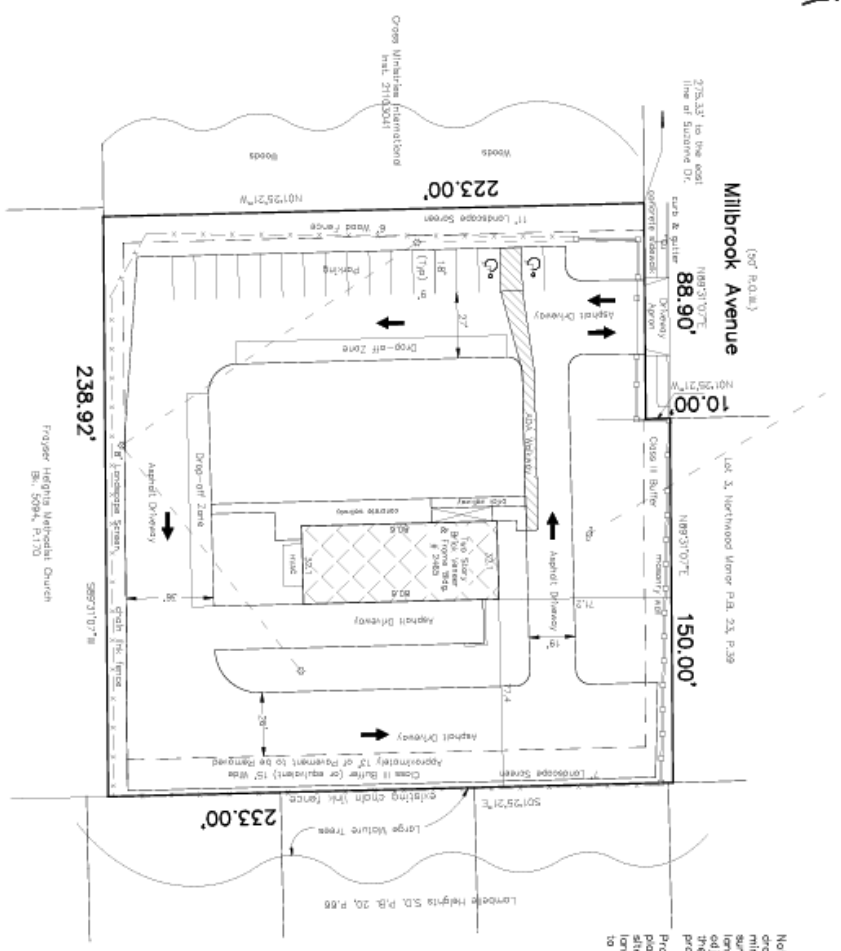
SITE PLAN



- Symbol Legend**
- T.V. = Underground Tank Valve
 - ⊙ S.W.H. = Scape Workhole
 - ⊙ D.M.H. = Ditch Manhole
 - ⊙ C.V. = Catch Valve
 - ⊙ W.V. = Water Valve
 - ⊙ L.P. = Light Pole (Light Standard)
 - ⊙ E.P. = Electric Pole
 - ⊙ F.H. = Fire Hydrant
 - ⊙ C.I. = Catch Inlet
 - ⊙ C.V. = Catch Valve
 - ⊙ H.V. = Hand Valve
 - ⊙ W.V. = Water Valve
 - ⊙ E.V. = Electric Valve
 - ⊙ G.M. = Gas Meter
 - ⊙ P.M. = Pad Mounted Transformer

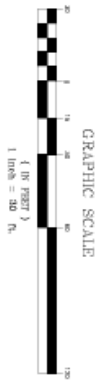
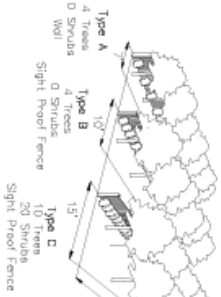
- Legend**
- POB = Point of Beginning
 - PT = Iron Pin Found
 - PS = Iron Pin Set
 - O.L. = Overlaid Wires
 - S = South
 - E = East
 - W = West
 - N = North
 - R.O.W. = Right of Way
 - D.P. = Ditch Pipe
 - M.S. = Mag rod set

AREA
54,771.86 sq ft
1.26 acres



Note: All vehicular circulation, parking and child drop-off/pick-up activities occur within the site. The proposed Class III Buffer along Millbrook Avenue and the proposed drop-off/pick-up zone along Millbrook Avenue and adjacent property lines provide separation from the property edge. The existing perimeter fence provides buffering.

Proposed alternative landscape buffer through site plan review in lieu of masonry wall due to existing site conditions. Buffer to include supplemented landscape screening along east property line adjacent to residential use.



Site Plan

2465 Millbrook Lane
Memphis, Shelby County, TN

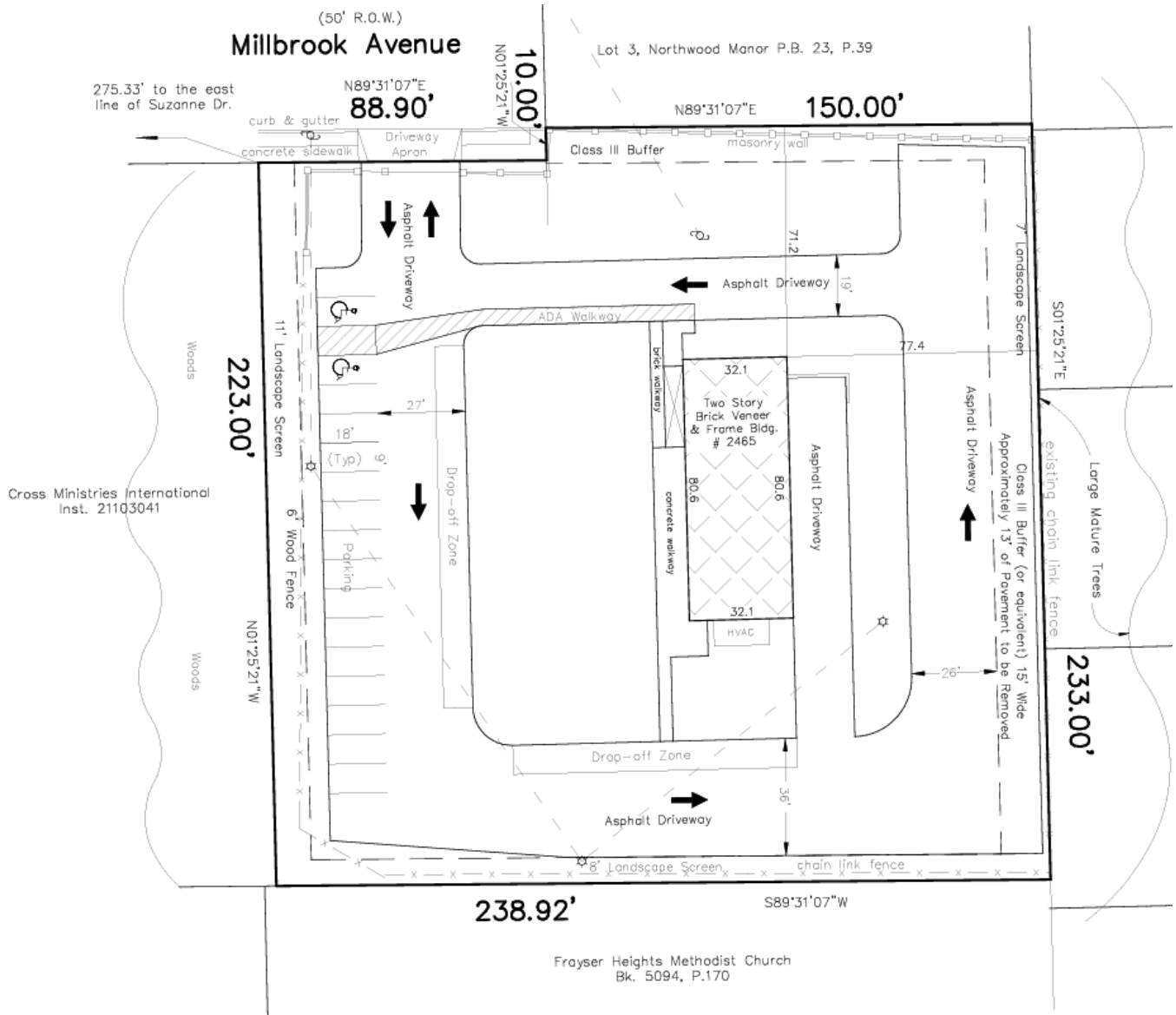
| | | | |
|--------------------------|---------------------|--------------------|-----------------------|
| DATE: 6/26/2025 | SCALE: 1" = 30' | CASE # | SUP |
| 1 LIST | 126 ACRES | WARD | 72 Block 79 Parcel 35 |
| DEVELOPER: Hunter Brooks | 2465 Millbrook Ave. | CAMPBELL SURVEYING | 1023 S. Yates Rd. |
| MEMPHIS, TN 38127 | (901) 598-2991 | FEMA MAP PANEL | PANEL DATE |
| 100 YEAR FLOOD | 47137 C 0580 F | DATE | 09/28/2017 |
| EL ELEVATION: 233' | SCALE: 1" = 30' | SHEET | 1 of 1 |

Campbell Surveying Company
1023 South Yates Road
Memphis, TN 38119



State 101
(901) 683-9114

SITE PLAN-MAGNIFIED



ATTEST:

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

AGENDA ITEM: 3
CASE NUMBER: SUP 2026-008
LOCATION: 2465 Millbrook Ave
COUNCIL DISTRICT: District 7 and Super District 8
OWNER/APPLICANT: Montre Brooks
REPRESENTATIVE: Montre Brooks
REQUEST: Special use permit to allow a childcare center
EXISTING ZONING: Residential Single-Family – 10 (R-10)

L.U.C.B. MEETING: June 11, 2026

CONCLUSIONS

1. The applicant has requested a Special Use Permit to establish a childcare center on property zoned Residential Single-Family – 10 (R-10). On May 27, 2026, the Board of Adjustment approved Docket BOA 2026-0031, granting a variance from Item 2.6.2B(3)(c) of the Unified Development Code to allow a childcare center on a minor street.
2. The subject property has historically operated as a church and has functioned as an institutional use within the surrounding neighborhood for several decades. The existing building, site layout, and circulation pattern were designed to accommodate gatherings and associated traffic, and the proposed childcare center represents a continuation of the site's longstanding community-serving function.
3. The site contains approximately 54,771.85 square feet (1.26 acres) and is accessed from Millbrook Avenue via a two-way driveway connection. Internal circulation and designated drop-off areas are provided around the building, allowing pick-up and drop-off activities to occur on-site. The plan provides 17 off-street parking spaces along the western portion of the property, including two ADA-accessible parking spaces.
4. The site includes perimeter buffering and screening on all property boundaries. An 11-foot landscape screen is provided along the western property line, an 8-foot landscape screen is shown along the southern property boundary, a landscape screen is provided along the eastern property line, and a Class III buffer is located along the northern property boundary adjacent to Millbrook Avenue. Existing masonry, wood, and chain-link fencing, together with preserved mature trees along the eastern property line, provide additional separation from adjacent properties.
5. The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

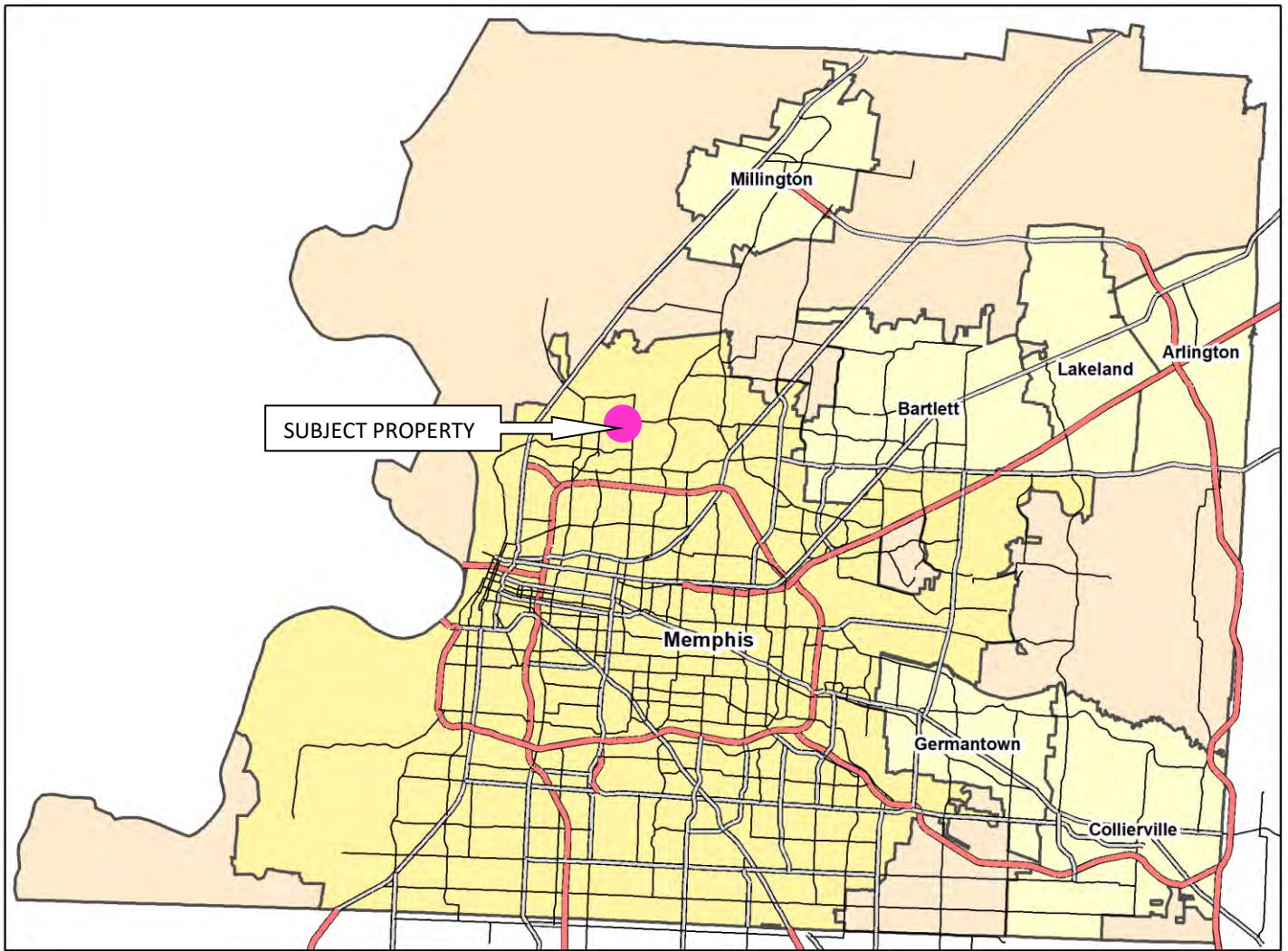
CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 19-22 of this report.

RECOMMENDATION:

Approval with conditions

LOCATION MAP



Subject property located within the pink circle.

PUBLIC NOTICE VICINITY MAP



Subject property highlighted in yellow.

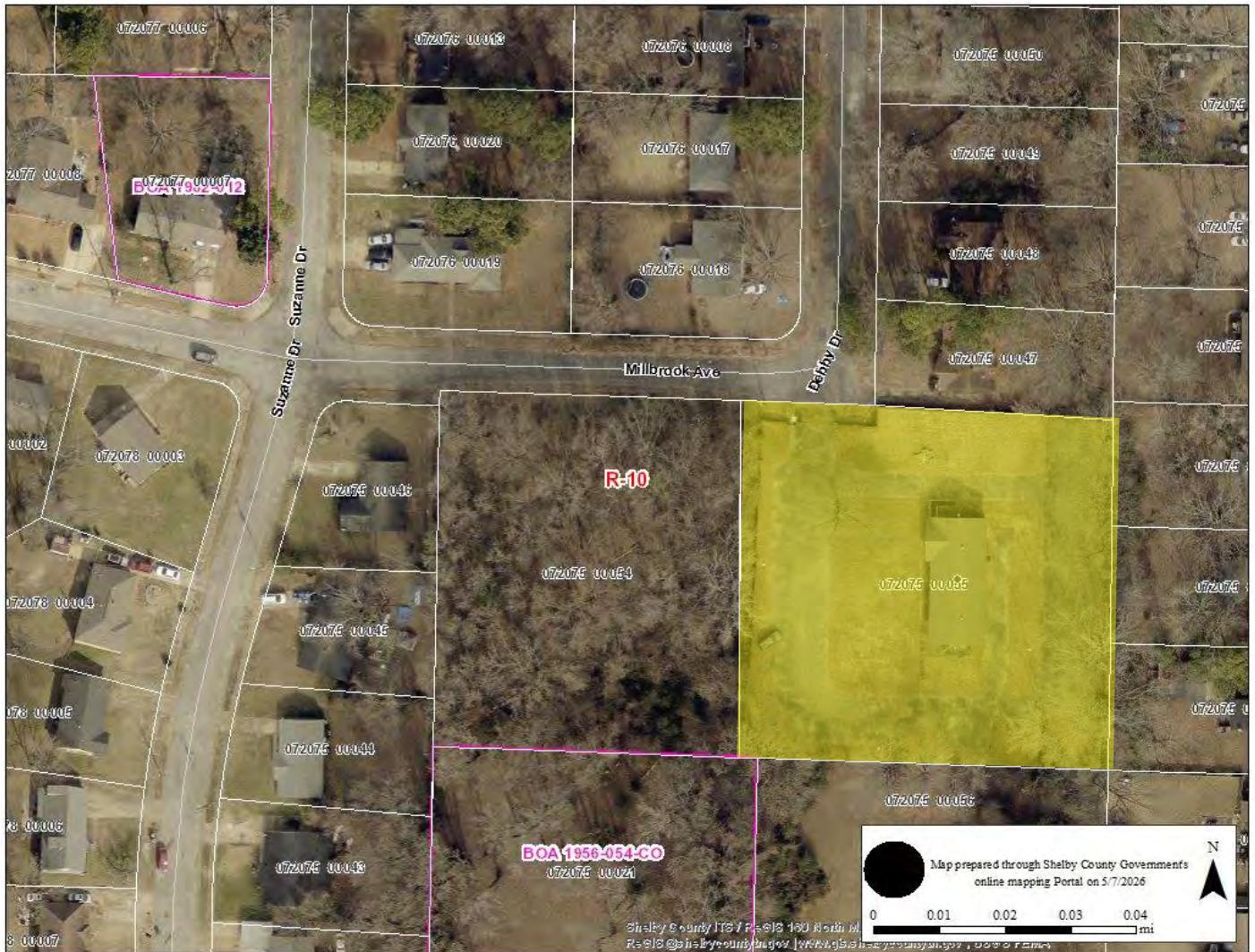
PUBLIC NOTICE DETAILS

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 143 notices were mailed on May 15, 2026, see page 23 of this report for a copy of said notice. Additionally, one sign was posted at the subject property, see pages 26-27 of this report for a copy of the sign affidavit.

NEIGHBORHOOD MEETING

The meeting was held at 5:30 PM on Friday, May 29, 2026, at the Range Hills Baptist Church, 2741 Frayser Blvd, Memphis, TN 38127. See page 24-25 for the neighborhood meeting summary.

ZONING MAP



Subject property highlighted in yellow.

LAND USE MAP



Subject property indicated by a pink star.

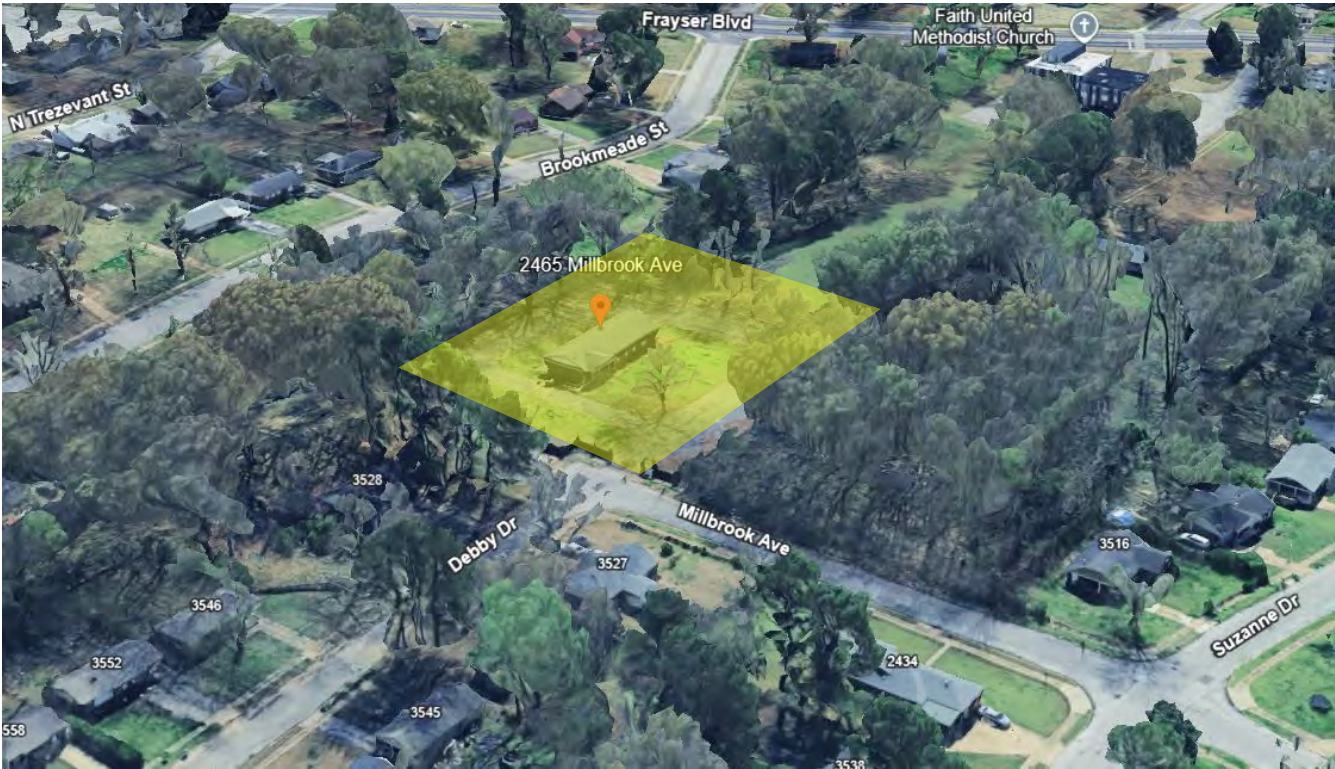
SITE PHOTOS



View of subject property from Millbrook Avenue.



View of subject property from Millbrook Avenue (closer look).



View of subject property from above.



View of subject property from above.

SITE PLAN



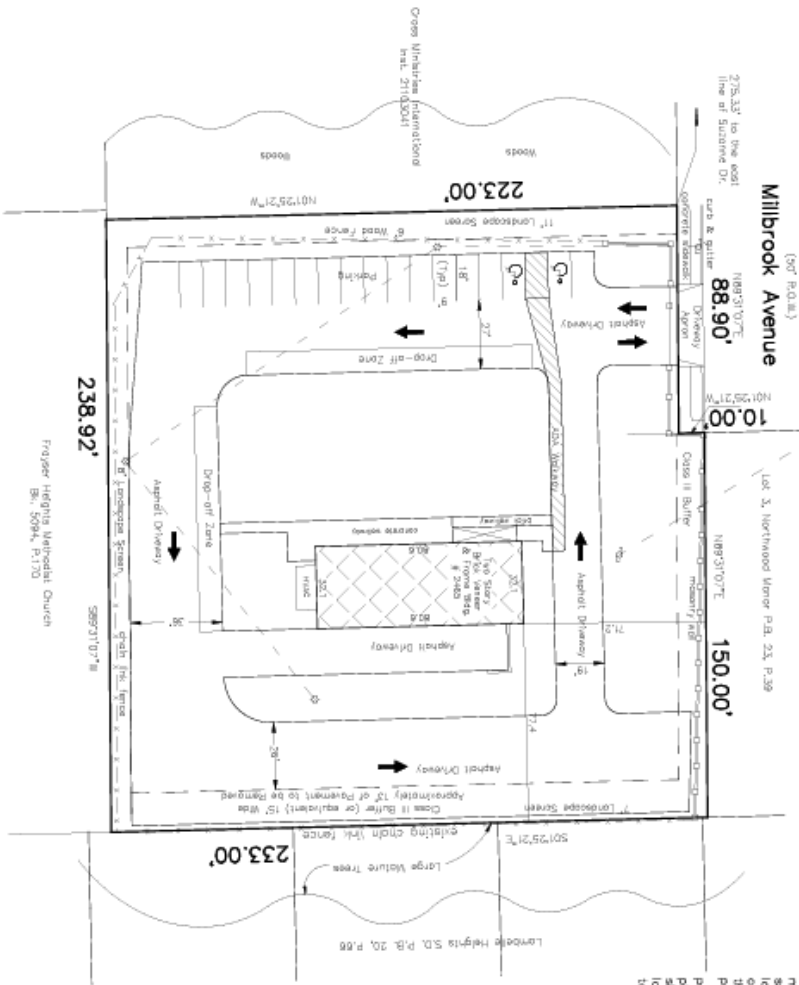
Symbol Legend

- T/V = Underground Tank Valve
- S/W = Sewer Manhole
- D/M/H = Drain Manhole
- GV = Gas Valve
- WV = Water Valve
- C/H/O=Horizontal Parking
- LP = Light Pole (Light Standard)
- T/B = Telephone Junction Box
- F/H = Fire Hydrant
- D.I. = Drain Inlet
- D.O. = Drain Outlet
- M/I = Monitoring Well
- W/W = Water Meter
- E/W = Electric Meter
- O/W = Gas Meter
- E = Pad Mounted Transformer

Legend

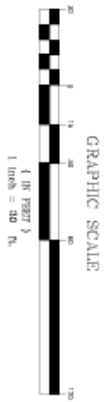
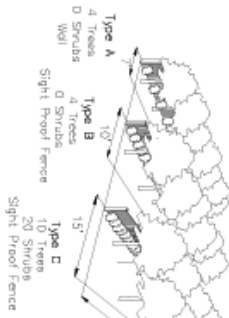
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- N = North
- S = South
- E = East
- W = West
- D.P. = Right of Way
- M/S = Meg nail set

AREA
54,771.85 sq
1.26 acres



Note: All vehicular circulation, parking and child drop-off/pick-up activities occur within the site, minimizing impact to Millbrook Avenue and surrounding residential streets. Existing fencing and adjacent properties where parking is located along the property edge, the existing perimeter fence provides buffering.

Proposed alternative landscape buffer through site plan sections. Buffer 10' will be installed and landscape screening along east property line adjacent to residential use.

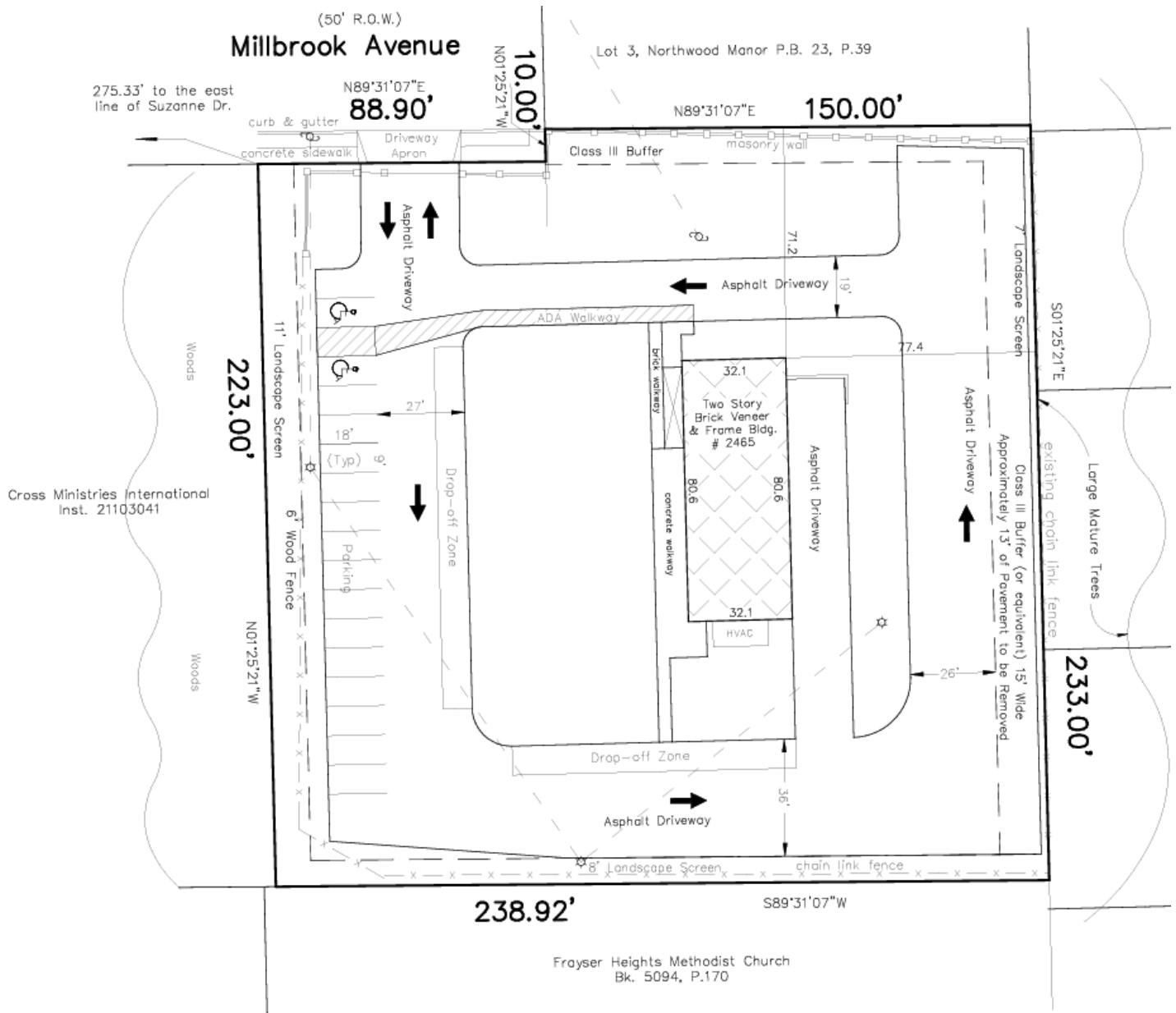


Site Plan

2465 Millbrook Lane
Memphis, Shelby County, TN

| CASE # SUP | |
|-----------------------------|------------------------------------|
| DATE: 06/08/2025 | SCALE: 1" = 30' |
| 1 LIT 126 ACRES | WARD 7E BACK 7S PORCEL 35 |
| DEVELOPER: "Hartley" Brooks | SURVEYOR: CAMPBELL SURVEYING, INC. |
| 2465 Millbrook Ave | Memphis, TN 38127 |
| 100 YEAR FLUID | FEYN MAP PANEL |
| ELEVATION: 239' | 47137 C. DBM 1' |
| DATE: 06/27/2025 | SCALE: 1" = 30' |
| Campbell Surveying Company | |
| 1023 South Yates Road | Sheet 1 of 1 |
| Memphis, TN 38119 | (901) 683-9114 |

SITE PLAN-MAGNIFIED



CASE REVIEW

Request

The request is a special use permit to allow a childcare center.

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:

2465 Millbrook Ave

Parcel ID:

072075 00055

Area:

+/-43,560 square feet

Description:

The subject property is part of Ardmore Farms Subdivision with a zoning of Residential Single-Family – 10. Per the Assessor’s website, the principal structure on the site was built in 1975 with a ground floor area of 3,960 square feet and the surrounding land uses are a mixture of single-family and institutional lots. Additionally, this lot has one street frontage.

Site Zoning History

On May 27, 2026, the Board of Adjustment approved Docket BOA 2026-0031 for a variation from Item 2.6.2B(3)(c) to allow a childcare center on a minor street, see page 28 of this report for said notice of disposition.

Site Plan Review

The proposed site contains approximately 54,771.85 square feet (1.26 acres) and is accessed from Millbrook Avenue via a two-way driveway connection. The site includes internal circulation and designated drop-off areas surrounding the building. The plan provides 17 off-street parking spaces along the western portion of the site; however, the applicant shall provide ADA-accessible parking spaces on the final plan.

Landscape screening is provided along all property boundaries. The plan includes an 11-foot landscape screen along the western property line, an 8-foot landscape screen along the southern property line, a landscape screen along the eastern property boundary, and a Class III buffer along the northern property line adjacent to Millbrook Avenue. Existing masonry, wood, and chain-link fencing are shown around portions of the site perimeter, and existing mature trees are preserved along the eastern property line.

Analysis

The applicant has requested a Special Use Permit to establish a childcare center on property zoned Residential Single-Family – 10 (R-10). On May 27, 2026, the Board of Adjustment approved Docket BOA 2026-0031, granting a variance from Item 2.6.2B(3)(c) of the Unified Development Code to allow a childcare center on a minor street.

The subject property has historically operated as a church and has functioned as an institutional use within the surrounding neighborhood for several decades. The existing building, site layout, and circulation pattern were designed to accommodate gatherings and associated traffic, and the proposed childcare center represents a continuation of the site's longstanding community-serving function.

The site contains approximately 54,771.85 square feet (1.26 acres) and is accessed from Millbrook Avenue via a two-way driveway connection. Internal circulation and designated drop-off areas are provided around the building, allowing pick-up and drop-off activities to occur on-site. The plan provides 17 off-street parking spaces along the western portion of the property, including two ADA-accessible parking spaces.

The site includes perimeter buffering and screening on all property boundaries. An 11-foot landscape screen is provided along the western property line, an 8-foot landscape screen is shown along the southern property boundary, a landscape screen is provided along the eastern property line, and a Class III buffer is located along the northern property boundary adjacent to Millbrook Avenue. Existing masonry, wood, and chain-link fencing, together with preserved mature trees along the eastern property line, provide additional separation from adjacent properties.

The granting of this special use permit will not cause substantial detriment to the public good, nor will it substantially impair the intent and purpose of an adopted plan or the Unified Development Code (UDC), nor will

it be injurious to the neighborhood or the general welfare, and it will be in harmony with the purpose and intent of the UDC.

RECOMMENDATION

Staff recommends approval with conditions.

Conditions

1. A maximum of 55 children may be on site at any given time.
2. The applicant shall submit a final site plan and landscape plan subject to 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: | See pages 15-17. |
| County Engineer: | No comments received. |
| City Fire Division: | See page 18. |
| 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 19-22. |

City Engineer

1. Standard Public Improvement Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code. **Note:** The current application shows that the current property is a former church building that is being repurposed and vehicle circulation activities will occur on site. The comments below from Engineering will apply if any improvements or utility connection upgrades are made by the developer and/or if there are changes to the previously approved vehicle circulation.

Sewers:

2. City sanitary sewers are available to serve this development.
3. Conditions 4 through 7 will be applicable if the water meter is sized up:
4. A sanitary sewer service connection plan is required to be submitted (via 901 portal) to the City Land Development Office for review and approval.
5. 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.
6. A Sewer Development fee may be required per the City of Memphis Sewer Use Ordinance.
7. Payment of applicable sewer development fees per the City of Memphis Sewer Use Ordinance should be paid to the Land Development Office.

Roads:

8. 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.
9. 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:

10. 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.
11. 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.

12. 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:

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

Drainage:

15. 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.
 16. 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.
 17. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
 18. 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.
1. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

Site Plan Notes:

2. An adequate review cannot be made without knowing the maximum number of children at the Daycare Center.
3. Provide a continuous, one-way, on-site traffic pattern or a paved, circular turn-around that will provide for

exit by forward motion without any on-site backing of vehicles.

4. Locate the pick-up/discharge area as far as possible from the entrance as practical to maximize on-site queue space for vehicles between the right-of-way and the pick-up/discharge point.
5. Provide a paved and curbed pick-up/discharge area that does not cause children to walk between parked cars or across traffic aisles.
6. All parking areas and driving aisles to be paved with asphalt or concrete.

General Notes:

7. The width of all existing off-street sewer easements shall be widened to meet current city standards.
8. Development is greater than 1 acre and is located within a sensitive drainage basin.
9. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.
10. All connections to the sewer shall be at manholes only.
11. Required landscaping shall not be placed on sewer or drainage easements.

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.

Office of Comprehensive Planning

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: **BOA 2026-0031**

Site Address/Location: 2465 Millbrook Avenue

Overlay District/Historic District/Flood Zone: Not in an Overlay/Historic District nor Flood Zone.

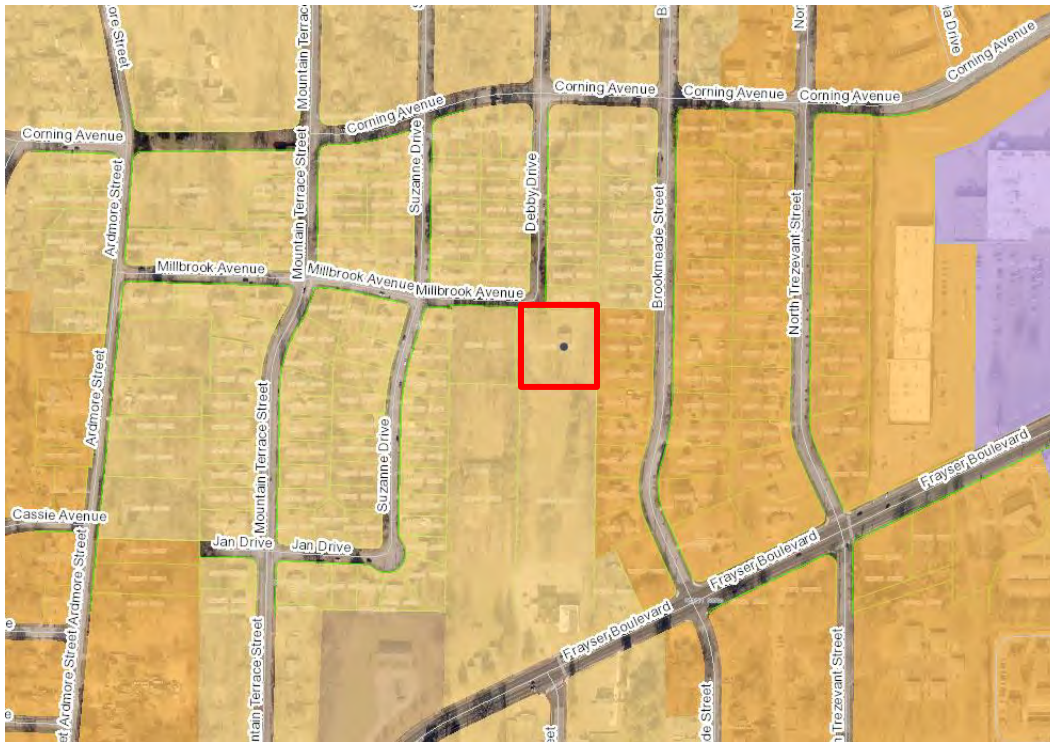
Future Land Use Designation: Anchor Neighborhood-Primarily Single-Unit (AN-S)

Street Type: N/A (Neighborhood Street)

Applicant is requesting a use variance to allow for a childcare facility on a minor road.

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.

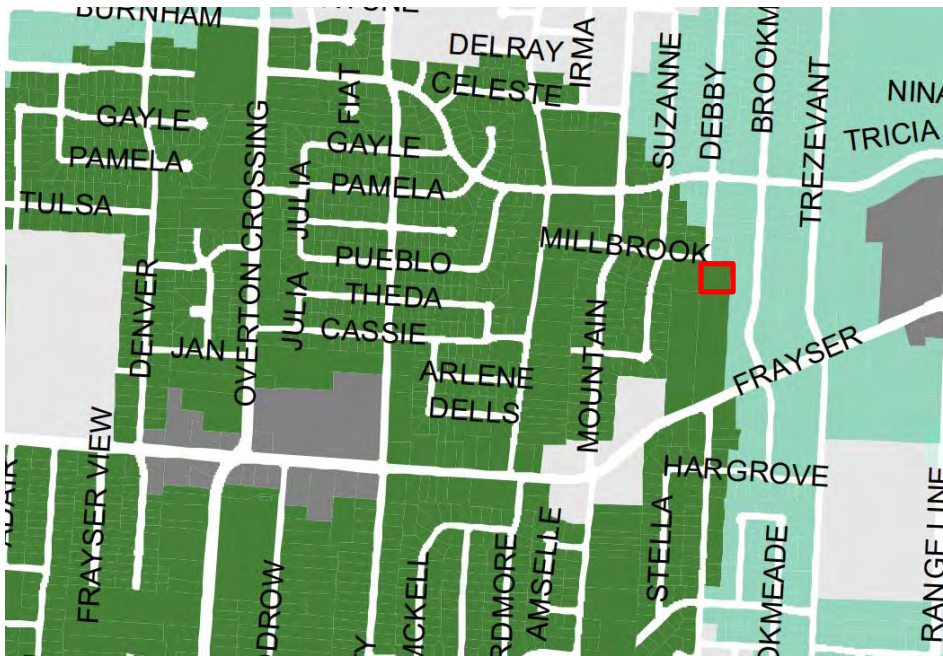
Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Institutional; R-10

Adjacent Land Use and Zoning: R-10; Institutional, Single-Family, Vacant.

Overall Compatibility: *The requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed use will be in an already existing church building. Offering childcare within the neighborhood can serve nearby residents who may otherwise drive out of the neighborhood to find other childcare options. Childcare located next to residential uses can support walkability and a better connected neighborhood.*

3. Degree of Change Map



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

4. Degree of Change Description

Accelerate areas rely on a mix of primarily private and philanthropic resources along with some public resources to intensify the existing pattern of a place.

The proposed building is a private investment into an Anchor Neighborhood that increases the mix of uses and connectivity (p. 65-67).

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

The requested use is consistent with **Objective 1.1** - *Focus future growth and density in and around Community and Citywide Anchors* **Action 1.1.31** – *Increase infill and redevelopment the locate residential, employment, and retail uses near each other to maximize transit and active transportation.*

A daycare within a residential neighborhood provides the opportunity for families to walk their children to daycare instead of needing to drive somewhere else to meet their childcare needs.

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

The requested use is consistent with **Objective 6.1** – *Increase equitable access to education, quality jobs, and living wages for all residents* **Action 6.1.4** – *Continue the City’s commitment to funding early childhood education, especially for minorities and other underserved populations.*

While the daycare is a private, not public, investment, allowing the use of a daycare supports early childhood education and care for the Frayser community.

Consistency Analysis Summary

Applicant is requesting a use variance to allow for a childcare facility on a minor road.

The requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning as the proposed use will be in an already existing church building. Offering childcare within the neighborhood can serve nearby residents who may otherwise drive out of the neighborhood to find other childcare options. Childcare located next to residential uses can support walkability and a better connected neighborhood.

The proposed building is a private investment into an Anchor Neighborhood that increases the mix of uses and connectivity (p. 65-67).

The requested use is consistent with **Objective 1.1** - *Focus future growth and density in and around Community and Citywide Anchors* **Action 1.1.31** – *Increase infill and redevelopment the locate residential, employment, and retail uses near each other to maximize transit and active transportation.*

The requested use is consistent with **Objective 6.1** – *Increase equitable access to education, quality jobs, and living wages for all residents* **Action 6.1.4** – *Continue the City’s commitment to funding early childhood education, especially for minorities and other underserved populations.*

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

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, June 3, 2026 at 8 AM.**

CASE NUMBER: SUP 2026-008
ADDRESS: 2465 Millbrook Ave
REQUEST: Special use permit to allow a childcare center
APPLICANT: Montre Brooks

Meeting Details
Location: Council Chambers
 City Hall 1st Floor
 125 N Main St.
Time: 9:00 AM
Date: Thursday, June 11, 2026

Staff Planner Contact:
 Mahsan Ostadnia
 ✉ mahsan.ostadnia@memphistn.gov
 ☎ (901) 636-7181

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

VICINITY MAP



143 Notices sent on 05/15/2026

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



NEIGHBORHOOD MEETING SUMMARY

NEIGHBORHOOD MEETING SUMMARY



Case Number: 2026-008

Meeting Information

Location: Range Hills Baptist Church

Date: 05/29/26

Address: 2741 Frayser Blvd, Memphis, TN 38127

Time: 5:30-6:30 pm

Attendance

Attended on behalf of the applicant:

Role (Applicant, Engineer, Architect, etc.)

Montre Brooks

Applicant

Number of Invitations Mailed: 325

Approx. Neighborhood Attendees: 0

Proceedings

Please provide a brief summary of the meeting. Identify the most commonly raised concerns, and, if applicable, describe any application changes planned in response to resident feedback.

The meeting was held at the location and time listed above. There were no members of the community in attendance.

NEIGHBORHOOD MEETING SUMMARY



Case Number: 2026-008

Attachments

Also included in this submission are the following:

- | | |
|---|--|
| <input type="checkbox"/> Mailed Invitation | <input type="checkbox"/> Handouts Provided |
| <input type="checkbox"/> Invitation Mailing List | <input checked="" type="checkbox"/> Sign-in Sheet(s) |
| <input type="checkbox"/> Applicant's Presentation | <input type="checkbox"/> Photographs of Meeting |
| <input type="checkbox"/> Other: _____ | |

Note: while these attachments will not be included in the staff report unless deemed particularly relevant, they will be part of the public record and available from the Division upon request.

Attestation

- This meeting was:
- Required under Section 9.3.2 of the UDC
 - Optional/Additional

I hereby attest that I attended the subject neighborhood meeting, and that the preceding and attached information is, to the best of my knowledge, correct and represents an accurate account of the relevant proceedings. If this was a required neighborhood meeting, I also attest that the meeting, to the best of my knowledge, fulfilled the requirements outlined in Section 9.3.2 of the UDC, including, pursuant to Sub-Section 9.3.2C, that at least the required fifteen (15) minutes were reserved for community members, businesses, and/or neighborhood associations wishing to make a presentation regarding the development.

Montre Brooks

Print Name

[Signature]

Signature

05/29/26
Date

Please submit to staff planner, alongside the indicated attachments, via email as soon as possible after the meeting.

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County
State of Tennessee

I, DELINOR SMITH, being duly sworn, depose and say that at 8:05 pm am/pm on the 28 TH day of MAY, 20 26 I posted a Public Notice Sign(s) pertaining to Case No. SUP 2026-008 at 2465 MILLBROOK (address) providing notice of a Public Hearing before the X Land Use Control Board, X Memphis City Council, Shelby County Board of Commissioners for consideration of a proposed Land Use Action (Planned Development, Special Use Permit, X Use Variance, Zoning District Map Amendment), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

Delinor Smith
Owner, Applicant or Representative

5-29-20
Date

Subscribed and sworn to before me this 29th day of May, 2026
Becky Sherman
Notary Public

My commission expires: _____

MY COMMISSION EXPIRES AUGUST 01, 2029





NOTICE OF DISPOSITION (BOA 2026-0031)



BOARD OF ADJUSTMENT NOTICE OF DISPOSITION

TO: Applicant
Montre Brooks

DATE: June 2, 2026
DOCKET: BOA 2026-0031
2465 Millbrook Ave

Sent via electronic mail to: mjbrooks901@gmail.com

On May 27, 2026, the Memphis and Shelby County Board of Adjustment **approved** your application requesting variance from Item 2.6.2B(3)(c) of the Memphis and Shelby County Unified Development Code to allow a childcare center on a minor street, subject to the following conditions:

1. Any change or deviation from the site plan or elevations upon the determination of the Zoning Administrator shall be submitted to the Board of Adjustment for review and approval or administrative review and approval by the Division of Planning and Development.

All appeals and applications granted are expressly conditioned upon the applicant obtaining the permit requested or other order within two years from the date of the decision of the Board of Adjustment, unless the Board explicitly provided a different time frame in its approval.

Any construction initiated by the applicant that does not adhere to the decision of the Board shall be removed within sixty (60) days from the date of the decision of the Board, unless otherwise conditioned by the Board.

If you disagree with the Board's decision you have the right to appeal it within 60 days to circuit or chancery court by petition for a writ of certiorari, pursuant to T.C.A. § 27-9-101, et seq.; see also Memphis and Shelby County Unified Development Code § 9.23.4

Respectfully,

Mahsan Estadnia

Planner II
Land Use & Development Services
Cc: Chris Simmons – Zoning Enforcement
Antwone Smith – Zoning Enforcement

Note that there are no approved drawings or plans enclosed as the applicant must provide all of the required drawings and plans to the Land Use and Development Services Department of the Division of Planning and Development for administrative review and approval in compliance with the approved conditions.

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: March 26, 2026

Record Number: SUP 2026-008

Expiration Date:

Record Name: New Glory Preparatory & Learning Center – Child Care Center

Description of Work: The proposed project involves the operation of a licensed child care center within an existing building located at 2465 Millbrook Avenue.

The facility will serve children from infant to school-age and provide structured, supervised care for families in the surrounding community.

The existing building, previously used as a church, will be adaptively reused with no substantial expansion.

The site includes established parking and internal circulation that supports safe and efficient drop-off and pick-up operations within the property.

The property is fully enclosed with perimeter fencing and controlled access, which enhances site security and ensures that all activity remains contained within the site.

Parent Record Number:

Address:

2465 MILLBROOK AVE, MEMPHIS 38127

Owner Information

Primary **Owner Name**

Y KIDIST MARIAM ETIHOPIAN ORTHODOX

Owner Address

2449 ALTRURIA RD, BARTLETT, TN 38134

Owner Phone

Parcel Information

072075 00055

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner River Myers
Date of Meeting 03/12/2026
Pre-application Meeting Type Phone

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 N/A

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 N/A

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

The proposed child care center will not have a substantial or undue adverse effect on adjacent properties or the surrounding neighborhood.

The property is currently improved with a former church building, and the proposed use represents a continuation of a community-oriented institutional use.

All vehicular circulation, parking, and child drop-off and pick-up activities will occur within the site. This minimizes impacts to Millbrook Avenue and surrounding residential streets.

The property is fully enclosed with perimeter fencing and controlled access, which enhances safety and prevents unintended interaction with surrounding properties.

The use is expected to generate consistent but controlled traffic patterns that are compatible with the area and will not adversely affect public health, safety, or general welfare.

APPROVAL CRITERIA

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

The project will be operated in a manner that is compatible with the immediate vicinity.

The surrounding area consists primarily of residential uses, and the proposed child care center is a low-intensity institutional use that is consistent with neighborhood-serving facilities.

The existing building footprint will remain unchanged, and operations will be structured to ensure that the use does not interfere with adjacent properties.

The adaptive reuse of the former church building supports compatibility with the established character of the neighborhood.

The presence of perimeter fencing and controlled access further supports compatibility by containing activity within the site and maintaining separation from adjacent properties.

The project will be adequately served by essential public facilities and services.

The site has direct access to Millbrook Avenue and includes existing parking and internal circulation to support safe traffic flow.

Public utilities, including water, sewer, and drainage infrastructure, are available to the site.

Emergency services, including fire and police protection, currently serve the property.

The gated perimeter allows for controlled access while still maintaining appropriate entry points for emergency services.

The existing infrastructure is sufficient to support the proposed use.

The proposed project will not result in the destruction, loss, or damage of any natural, scenic, or historic features.

The development involves the reuse of an existing structure and does not include significant site disturbance or alteration of natural features.

UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

APPROVAL CRITERIA

UDC Sub-Section 9.6.9E

The proposed use complies with the applicable provisions of the Unified Development Code governing Special Use Permits for child care centers.

UDC Sub-Section 9.6.9F

The site layout, circulation, and operational plan have been designed to meet the intent of the Code and ensure compatibility with surrounding land uses. The request will not adversely affect any adopted plans or established development patterns for the area.

The proposed use is consistent with the existing character of the neighborhood and supports community needs by providing accessible childcare services within a residential area.

GIS INFORMATION

| | |
|---------------------------------------|---------------|
| Case Layer | - |
| Central Business Improvement District | No |
| Class | E |
| Downtown Fire District | No |
| Historic District | - |
| Land Use | INSTITUTIONAL |
| Municipality | MEMPHIS |
| Overlay/Special Purpose District | - |
| Zoning | R-10 |
| State Route | - |
| Lot | - |
| Subdivision | ARDMORE FARMS |
| Planned Development District | - |
| Wellhead Protection Overlay District | No |
| County Commission District | - |
| City Council District | - |
| City Council Super District | - |

Data Tables

AREA INFORMATION

| | |
|----------------------------|-----------------------------|
| Name: | 2465 Millbrook Avenue |
| Size (Acres): | 0.002 |
| Existing Use of Property: | Church (Religious Assembly) |
| Requested Use of Property: | Child Care Center |

Contact Information

Name
MONTRE BROOKS

Contact Type
APPLICANT

Address

Phone
(901)598-2990

Fee Information

| Invoice # | Fee Item | Quantity | Fees | Status | Balance | Date Assessed |
|-----------|--|----------|--------|----------|---------|---------------|
| 1718304 | Special Use Permit Fee - 5 acres or less (Base Fee) | 1 | 500.00 | INVOICED | 0.00 | 03/26/2026 |
| 1718304 | Child Care Center (13+ children) | 1 | 250.00 | INVOICED | 0.00 | 03/26/2026 |
| 1718304 | Credit Card Use Fee (.026 x fee) | 1 | 19.50 | INVOICED | 0.00 | 03/26/2026 |

Total Fee Invoiced: \$769.50

Total Balance: \$0.00

Payment Information

| Payment Amount | Method of Payment |
|----------------|-------------------|
| \$769.50 | 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, DEPEJE ABDI (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 2465 MILLBROOK AVE, MEMPHIS, TN 38127
and further identified by Assessor's Parcel Number 072075 00055
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 20 day of MARCH in the year of 2026

[Signature]
Signature of Notary Public



07.01.2029
My Commission Expires

LETTER OF INTENT

Date: March 26, 2026

City of Memphis - Division of Planning and Development
Land Use Control Board
125 North Main Street
Memphis, TN 38103

RE: Special Use Permit Request - 2465 Millbrook Avenue, Memphis, TN 38127

Dear Members of the Land Use Control Board,

This letter is submitted in support of a Special Use Permit request for the property located at 2465 Millbrook Avenue in Memphis, Tennessee. The applicant proposes to operate a licensed child care center within the existing building on the subject property.

The property is currently improved with a former church building and associated parking areas. The proposed use represents a continuation of a community-serving institutional use and is compatible with the surrounding residential neighborhood. The adaptive reuse of the existing structure allows the site to remain an active and beneficial component of the community.

The proposed child care center will serve families in the surrounding area by providing structured, licensed care for children from infant to school-age. The facility is intended to support working families and address the ongoing need for accessible childcare services within the community.

The site is well-suited for the proposed use due to its existing layout and infrastructure. The property includes established parking areas and a circulation pattern that allows vehicles to enter, circulate, and exit the site efficiently. As illustrated in the submitted site plan, all vehicular circulation, parking, and child drop-off and pick-up activities will occur within the property boundaries.

The property is fully enclosed with perimeter fencing and controlled access, which enhances site security and ensures that all activity remains contained within the site. This minimizes impacts to Millbrook Avenue and surrounding residential streets while promoting safe and orderly operations.

The scale and intensity of the proposed use are consistent with the surrounding area. The existing building footprint remains unchanged, and no substantial expansion is proposed at this time. The use will operate in a manner that is compatible with nearby residential properties.

The proposed development meets the intent of the Unified Development Code by providing a compatible, community-oriented use that will not adversely affect the public health, safety, or welfare.

Granting the requested Special Use Permit will allow for the productive reuse of an existing institutional property while delivering a valuable service to the community.

Thank you for your consideration of this request.

Sincerely,

New Glory Preparatory & Learning Center, LLC

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

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The existing building, previously used as a church, will be adaptively reused with no substantial expansion.

The site includes established parking and internal circulation that supports safe and efficient drop-off and pick-up operations within the property.

The property is fully enclosed with perimeter fencing and controlled access, which enhances site security and ensures that all activity remains contained within the site.

Parent Record Number:

Address:

2465 MILLBROOK AVE, MEMPHIS 38127

Owner Information

Primary Owner Name

Y KIDIST MARIAM ETIHOPIAN ORTHODOX

Owner Address

2449 ALTRURIA RD, BARTLETT, TN 38134

Owner Phone

Parcel Information

072075 00055

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner River Myers
Date of Meeting 03/12/2026
Pre-application Meeting Type Phone

GENERAL PROJECT INFORMATION

Application Type New Special Use Permit (SUP)
List any relevant former Docket / Case N/A

Number(s) related to previous applications on this site

Is this application in response to a citation, stop work order, or zoning letter No

If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information N/A

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

The proposed child care center will not have a substantial or undue adverse effect on adjacent properties or the surrounding neighborhood.

The property is currently improved with a former church building, and the proposed use represents a continuation of a community-oriented institutional use.

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The property is fully enclosed with perimeter fencing and controlled access, which enhances safety and prevents unintended interaction with surrounding properties.

The use is expected to generate consistent but controlled traffic patterns that are compatible with the area and will not adversely affect public health, safety, or general welfare.

APPROVAL CRITERIA

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

The project will be operated in a manner that is compatible with the immediate vicinity.

The surrounding area consists primarily of residential uses, and the proposed child care center is a low-intensity institutional use that is consistent with neighborhood-serving facilities.

The existing building footprint will remain unchanged, and operations will be structured to ensure that the use does not interfere with adjacent properties.

The adaptive reuse of the former church building supports compatibility with the established character of the neighborhood.

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Public utilities, including water, sewer, and drainage infrastructure, are available to the site.

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The existing infrastructure is sufficient to support the proposed use.

The proposed project will not result in the destruction, loss, or damage of any natural, scenic, or historic features.

The development involves the reuse of an existing structure and does not include significant site disturbance or alteration of natural features.

UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

APPROVAL CRITERIA

UDC Sub-Section 9.6.9E

The proposed use complies with the applicable provisions of the Unified Development Code governing Special Use Permits for child care centers.

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The site layout, circulation, and operational plan have been designed to meet the intent of the Code and ensure compatibility with surrounding land uses. The request will not adversely affect any adopted plans or established development patterns for the area.

The proposed use is consistent with the existing character of the neighborhood and supports community needs by providing accessible childcare services within a residential area.

GIS INFORMATION

| | |
|---------------------------------------|---------------|
| Case Layer | - |
| Central Business Improvement District | No |
| Class | E |
| Downtown Fire District | No |
| Historic District | - |
| Land Use | INSTITUTIONAL |
| Municipality | MEMPHIS |
| Overlay/Special Purpose District | - |
| Zoning | R-10 |
| State Route | - |
| Lot | - |
| Subdivision | ARDMORE FARMS |
| Planned Development District | - |
| Wellhead Protection Overlay District | No |
| County Commission District | - |
| City Council District | - |
| City Council Super District | - |

Data Tables

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|----------------------------|-----------------------------|
| Name: | 2465 Millbrook Avenue |
| Size (Acres): | 0.002 |
| Existing Use of Property: | Church (Religious Assembly) |
| Requested Use of Property: | Child Care Center |

Contact Information

Name
MONTRE BROOKS

Contact Type
APPLICANT

Address

Phone
(901)598-2990

Fee Information

| Invoice # | Fee Item | Quantity | Fees | Status | Balance | Date Assessed |
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| 1718304 | Credit Card Use Fee (.026 x fee) | 1 | 19.50 | INVOICED | 0.00 | 03/26/2026 |

Total Fee Invoiced: \$769.50

Total Balance: \$0.00

Payment Information

| Payment Amount | Method of Payment |
|----------------|-------------------|
| \$769.50 | Credit Card |



BRADEN, BRADEN & BRADEN
A REAL ESTATE FIRM

COMMERCIAL PURCHASE AGREEMENT

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

This Real Estate Sale Agreement (this "Agreement") is made as of the 27th day of February, 2026 by & between KIDIST MARIAM ETIHOPIAN ORTHODOX TEWAHEDO CHURCH OF MEMPHIS TENNESSEE ("Seller") and NEW GLORY PREPARATORY & LEARNING CENTER, LLC and/ or assigns ("Buyer") regarding the purchase and sale of that certain property at 2465 Millbrook Ave. (referred to as the "Property") located in the City of Memphis, County of Shelby, State of Tennessee, and more particularly described as follows:

2465 Millbrook Ave. Memphis, TN 38127 | Parcel # 072075 00055

TERMS AND CONDITIONS

Seller agrees to sell the Property, and Buyer agrees to purchase the Property, on the following terms and conditions:

1) **PURCHASE PRICE:** The purchase price for the Property is One Hundred Ninety-five Thousand and 00/100 dollars (\$ 195,000.000). The Purchase Price, less the amount of the Deposit paid by Buyer, and subject to appropriate adjustments and prorations as hereinafter provided, shall be paid as follows:

2) **DEPOSIT:**

Upon execution of the Agreement, Buyer shall deposit the sum of Two Thousand and 00/100 dollars (\$ 2,000.00) in the form of Certified Funds or Wire Transfer with: Griffin, Clift, Everton & Maschmeyer, PLLC Title Company 6489 N Quail Hollow Rd Ste 100 Memphis, TN 38120 (901) 752-1133 ("Holder") Seller Closing with Griffin, Clift, Everton & Maschmeyer, PLLC

This sum is a deposit ("Deposit") to be credited against the purchase price of the Property at closing or otherwise used as set forth in this Agreement and shall be held in trust in a separate account by Agent or Holder.

All notices, demands and instructions with respect to the Deposit must be in writing. In the event that conflicting demands are made or served, the Agent or Holder shall have the absolute right to withhold its performance with respect to the Deposit until it has received written notification satisfactory to the Agent or Holder of an agreement between the parties or by final judgment of the court as to the disposition of the Deposit. All parties to this agreement hereby jointly and severally promise and agree to fully compensate, indemnify and hold Agent or Holder harmless from all liabilities, attorney fees, and other arbitration and litigation costs arising from or related to Agent's or Holder's performance with respect to the Deposit. In the event of conflicting demands, the Agent or Holder may, at its option, institute a suit to determine who is entitled to said Deposit, and the cost of said action, including reasonable attorneys' fees and legal costs incurred by the Agent or Holder, shall be paid out of said Deposit

3) **TITLE:** Buyer shall cause an examination of title to the Property to be made, and a title insurance commitment to be issued by Attorney's Choice (the "Title Company") on the Property. At Buyer's option and expense, Buyer shall cause an accurate survey to be made of the Property by a registered land surveyor of Buyer's choice. Within Fifteen (15) calendar days after the Effective Date of this Agreement, Buyer shall deliver a copy of the title commitment to Seller, together with a copy of any survey Buyer shall have prepared, accompanied by a letter to Seller in which Buyer shall either approve in writing any exceptions contained in said title report or specify in writing any exceptions to which Buyer reasonably objects. If Buyer objects to any exceptions, Seller shall, within Five (5) calendar days after receipt of Buyer's objections, deliver to Buyer written notice that either (i) Seller will, at Seller's expense, attempt to remove the exception(s) to which Buyer has objected before the Closing Date or (ii) Seller is unwilling or unable to eliminate the exception(s). If Seller fails to so notify Buyer or is unwilling or unable to remove any such exception by the Closing Date, Buyer may elect to terminate this

HB

DA

Agreement and receive back the entire Deposit, in which event Buyer and Seller shall have no further obligations under this Agreement; or, alternatively, Buyer may elect to purchase the Property subject to such exception(s).

Seller shall convey by warranty deed to Buyer (or such other person as Buyer may specify) marketable fee simple title subject only to the exceptions approved by Buyer in accordance with this Agreement and shall execute and deposit the above instrument Attorney Attorney's Choice Title Company with the removal of contingencies. Title shall be insurable by a standard title insurance policy issued by a title insurance company licensed to do business in the State of Tennessee.

- 4) **CLOSING:** Closing shall be held on or before April 2, 2026 (the "Closing Date") at Preferred Title and Escrow, and at the time designated by written notice to Buyer and Seller at least five days (5) prior to the Closing Date. At the Closing, Seller shall execute and deliver to Buyer a limited warranty deed subject to those exceptions permitted by this Agreement, and owner's affidavit, a I.R.C. Section 1445 non-foreign affidavit, an affidavit of seller's residence, and a broker's lien affidavit, all in form satisfactory to the Title Company to remove from Buyer's owner's title policy any exceptions for claims for labor and materials, unpaid federal and Tennessee taxes arising from the sale, and unpaid real estate broker's commissions, and each party hereto shall execute and deliver such other documents necessary or appropriate to effect and complete the Closing.

Rents, real property taxes, premiums on insurance acceptable to Buyer, interest on any debt being assumed or taken subject to by Buyer, and any other expenses of the Property shall be prorated as of the Closing Date. Security deposits, advance rentals, and the amount of any future lease credits shall be credited to Buyer at Closing. If the State or Local municipality requires payment of an intangible tax at closing, Buyer shall pay any and all associated costs. The amount of any assessment which is a lien and not customarily paid with real property taxes shall be (select one "X") Seller paid.

5) FINANCING CONTINGENCIES:

- 5a. NEW FIRST LOAN

- 5.1) **NEW FIRST LOAN:** Buyer agrees to use Buyer's best efforts, at Buyer's expense, to obtain a new first loan. Said loan shall be secured by a new first deed to secure debt on the Property. Buyer shall submit a written application to obtain said loan to a bona fide lender within Five (5) calendar days of the Effective Date. If Buyer fails to apply as required hereinabove, or if Buyer fails to notify Seller in writing that Buyer has obtained such a loan within thirty (30) calendar days of the Effective Date, this Agreement shall be null and void, and the entire Deposit shall be returned to Buyer.

6) PEST CONTROL CONTINGENCIES:

- 6a. Termite

- 6.1) Buyer will conduct Buyer's own investigation with regard to possible infestation and/or infection by wood-destroying pests or organisms. Buyer acknowledges that Buyer is not relying upon any representations or warranties made by Seller or Agent regarding the presence or absence of such infestation or infection

- 7) The improvements on the Property shall be inspected by a licensed pest control operator, at Buyer's expense, and within Ten (10) days following the effective date. Seller agrees to order and pay for termite treatment if inspection shows a termite infestation. Seller will not do any repairs if termite damage is found.

8) INSPECTION CONTINGENCIES:

- 7a. BOOKS AND RECORDS

- 7.1) **BOOKS AND RECORDS:** Seller agrees to provide Buyer with items (if available) a to d listed below within Five (5) calendar days following the Effective Date:

- All rental agreements, leases, service contracts, insurance policies, latest tax bill(s) and other written agreements or notices which affect the Property.
- All notes and security instruments affecting the Property.
- A complete and current rent roll, including a schedule of all tenant deposits and fees.
- The following items, if readily available to Seller: Latest Survey; Title Report; Environmental Report; Engineering reports; Site and/or Leasing Plans; Equipment Warranties; Zoning Certificate.

Buyer shall acknowledge receipt of these items in writing. Buyer shall have *** (***) calendar days following receipt thereof to review and approve in writing each of these items. If Buyer fails to approve these items within the specified time, this Agreement shall be rendered null and void, Buyer's entire deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder.

void, Buyer's entire deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder.

7e. PHYSICAL INSPECTION

7.1) **PHYSICAL INSPECTION:** Buyer, at Buyer's sole cost and expense, shall have up to twenty-one days (21) calendar days following the Effective Date to inspect the physical condition of the Property, including, but not limited to the soil conditions and the presence or absence of hazardous materials on or about the Property, and to notify the Seller in writing whether or not buyer approves the same. Should said inspections and testing disclose conditions that are unacceptable to Buyer, in Buyers sole discretion, buyer shall terminate this agreement and in such event Buyer and Seller shall have no further obligations under this agreement.

DEPOSIT INCREASE: The Deposit shall be credited to the purchase price at Closing unless otherwise provided herein. Should the Property be made unmarketable by Seller, or acts of God, the Deposit shall be returned to Buyer and the deed shall be returned to Seller.

9) ESTOPPEL CERTIFICATE CONTINGENCY (Leased Properties):

9a. Standard

9.1) Seller shall obtain and deliver to Buyer, within *** (***) calendar days after the last contingency set forth in paragraph(s) *** is removed, estoppel letters or certificates from each lessee or tenant at the Property stating: a) the date of commencement and the scheduled date of termination of the lease, b) the amount of advanced rentals or rent deposits paid to Seller, c) the amount of monthly (or other periodic) rent paid to Seller, d) that the lease is in full force and effect and that there have been no modifications or amendments thereto, or, if there have been any modifications or amendments, an explanation of same, e) square footage (if set forth in the lease), and f) that there is no default under the terms of the lease by lessor or lessee. Buyer shall have *** (***) calendar days after receipt to disapprove in writing, the estoppel certificates. Buyer may only disapprove said certificates, and cancel the Agreement, if the certificates reflect a discrepancy materially affecting the economics of the transaction, or a previously undisclosed material breach of one of the leases. Upon such disapproval, Buyer's entire Deposit shall be returned, and the parties shall have no further obligations hereunder.

9b. ESTOPPEL CERTIFICATES NOT APPLICABLE

9.2) ESTOPPEL CERTIFICATES NOT APPLICABLE

10) **LEASED PROPERTY PRORATIONS:** Rents actually collected (prior to closing) will be prorated as of the Closing Date and rent collected thereafter applied first to rental payments then owed the Buyer and their remainder paid to the Seller. All free rent due any tenant at the close of escrow for rental periods after the closing shall be a credit against the Purchase Price.

11) **PERSONAL PROPERTY:** Title to any personal property to be conveyed to Buyer in connection with the sale of the Property shall be conveyed to Buyer by Bill of Sale on the Closing Date free and clear of all encumbrances (except those approved by Buyer as provided above). The price of these items shall be included in the Purchase Price for the Property, and Buyer agrees to accept all such personal property in "as is" condition.

12) **CONDITION OF PROPERTY:** It is understood and agreed that the Property is being sold "as is"; that Buyer has, or will have prior to the Closing Date, inspected the Property; and that neither Seller nor Agent makes any representation or warranty as to the physical condition or value of the Property or its suitability for Buyer's intended use.

Buyer's Initials HB Seller's Initials DA

13) **RISK OF LOSS:** Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date of this Agreement and the date title is conveyed to Buyer, Buyer shall have the option of demanding and receiving back the entire Deposit and being released from all obligations hereunder, or alternatively, taking such improvements as Seller can deliver. Upon Buyer's physical inspection and approval of the Property, Seller shall maintain the Property through close of escrow in the same condition and repair as approved, reasonable wear and tear excepted.

14) **POSSESSION:** Possession of the Property shall be delivered to Buyer on Closing Date.

15) **LIQUIDATED DAMAGES:** By placing their initials immediately below, Buyer and Seller agree that it would be impracticable or extremely difficult to fix actual damages in the event of a default by Buyer, that the amount of Buyer's Deposit hereunder (as same may be increased by the terms hereof) is the parties' reasonable estimate of Seller's damages in the event of Buyer's default, and that upon Buyer's default in its purchase obligations under this agreement, not caused by any breach by Seller, Seller shall be released from its obligations to sell the Property and shall retain Buyer's Deposit (as same may be increased by the terms hereof) as liquidated damages, which shall be Seller's sole and exclusive remedy in law or at equity for Buyer's default.

Buyer's Initials HB Seller's Initials DA

Buyer's Initials  Seller's Initials 

Buyer's Initials  Seller's Initials 

16) **SELLER EXCHANGE:** Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

17) **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as part of a like-kind exchange under IRC Section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

18) **DISCLOSURE OF REAL ESTATE LICENSURE:**

18a. License disclosure

18.1) The *** in this transaction is a licensed real estate agent acting as a principal, and is associated with *** , a licensed real estate broker.

18b. License disclosure

18.1) The *** in this transaction is a licensed real estate agent acting as a principal, and is associated with *** , a licensed real estate broker.

19) **AUTHORIZATION:** Buyer and Seller authorize Agent to disseminate sales information regarding this transaction, including the purchase price of the Property.

20) **AGENCY DISCLOSURE:**

20a. EXCLUSIVE LISTING

20.1) **EXCLUSIVE LISTING:** xxxx is the exclusive listing broker of the property that is the subject of this transaction. Under Tennessee law, Braden, Braden & Braden LLC represents the Seller as the Seller's agent. Braden, Braden & Braden LLC also has procured the Buyer in this transaction. Braden, Braden & Braden LLC is not the agent of the Buyer; however, Braden, Braden & Braden LLC can perform ministerial acts for the Buyer in order to facilitate this transaction and does have the following affirmative legal obligations to the Buyer:

- a. Diligent exercise of reasonable skill and care in the performance of its duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to it materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Buyer.

20b. DUAL AGENCY

20.1) **DUAL AGENCY:** Seller and Buyer understand that Agent represents both Seller and Buyer in the sale of the subject Property, and acknowledge that they do not legally have to consent to such representation but they have authorized and consented to such dual representation.

Seller and Buyer understand that "Dual Agency" means that the Agent represents both parties and that the interests of these parties may be different or adverse.

Seller and Buyer understand that as a Dual Agent, Agent must disclose all material facts relevant to the transaction and actually known to the Agent except for information made confidential by law, or, at the request of a party and which is otherwise not required to be disclosed by law.

Seller and Buyer understand that Agent will timely disclose if any licensee affiliated with Agent has a material relationship with one of the parties to the transaction that that relationship shall be disclosed to all parties.

Seller and Buyer understand that their consent to Dual Agency has been given voluntarily and that this provision regarding Dual Agency has been read and understood in its entirety.

20c. SELLER'S AGENT

20.1) **SELLER'S AGENT: Braden, Braden & Braden, A Real Estate Investment Firm** is the broker representing the Seller (and the Seller only) in this transaction. *** is the broker representing the Buyer (and the Buyer only).

20d. BUYER'S AGENT

20.1) **BUYER'S AGENT: Braden, Braden & Braden, A Real Estate Investment Firm** is the broker representing the Buyer (and the Buyer only) in this transaction. **Petrova Realty** is the broker representing the Seller (and the Seller only).

21) **OTHER BROKERS:** Buyer and Seller agree that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the Property, Agent shall have no liability to Buyer or Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent.

22) **LIMITATION OF LIABILITY:** Except for Agent's gross negligence or willful misconduct, Agent's liability for any breach or negligence in its performance of this Agreement shall be limited to the greater of \$50,000 or the amount of compensation actually received by Agent in any transaction hereunder.

23) **SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY:** Agent shall have no authority to bind either Buyer or Seller to any modification or amendment of this Agreement. Agent shall not be responsible for performing any due diligence or other investigation of the Property on behalf of either Buyer or Seller, or for providing either party with professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues. Except for maintaining the confidentiality of any information regarding Buyer or Seller's financial condition and any future negotiations regarding the terms of this Purchase Agreement, Buyer and Seller agree that their relationship with Agent is at arm's length and is neither confidential nor fiduciary in nature.

24) **BROKER DISCLAIMER:** Buyer and Seller acknowledge that, except as otherwise expressly stated herein, Agent has not made any investigation, determination, warranty or representation with respect to any of the following: (a) the financial condition or business prospects of any tenant, or such tenant's intent to continue or renew its tenancy in the Property; (b) the legality of the present or any possible future use of the Property under any federal, state or local law; (c) pending or possible future action by any governmental entity or agency which may affect the Property; (d) the physical condition of the Property, including but not limited to, soil conditions, the structural integrity of the improvements, and the presence or absence of fungi or wood-destroying organisms; (e) the accuracy or completeness of income and expense information and projections, of square footage figures, and of the texts of leases, options, and other agreements affecting the Property; (f) the possibility that lease, options or other documents exist which affect or encumber the Property and which have not been provided or disclosed by Seller; or (g) the presence or location of any hazardous materials on or about the Property, including, but not limited to, asbestos, PCB's, or toxic, hazardous or contaminated substances, and underground storage tanks.

Buyer agrees that investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore. Buyer further agrees to reaffirm its acknowledgment of this disclaimer at close of escrow and to confirm that it has relied upon no representations of Agent in connection with its acquisition of the Property.

Buyer's Initials HB Seller's Initials DA

Buyer's Initials HB Seller's Initials DA

- 25) **OTHER BUYERS:** Buyer understands that Agent represents other buyer who may have an interest in similar, or the same property that Buyer is considering purchasing. Buyer understands, consents and agrees that Agent, at all times before, during and after his representation of Buyer, may also represent other prospective buyers in the purchase of any property offered for sale. Buyer understands, consent and agrees that, regardless of the particular agency relationship between Buyer and Agent, Agent's representation of other buyers does not constitute a breach of any duty to Buyer.
- 26) **MOLD/ALLERGEN ADVISORY AND DISCLOSURE:** Buyer is advised of the possible presence within properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or allergens (e.g. dust, pet dander, insect material, etc.). These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possible health consequences. Agent strongly recommends that Buyer contact the State Department of Health Services for further information on this topic.

Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful mold, fungi, and botanical allergens and substances as part of Buyer's physical condition inspection of the Property, and Buyer is further advised to obtain from such qualified professionals information regarding the level of health-related risk involved, if any, and the advisability and feasibility of eradication and abatement, if any.

Buyer is expressly cautioned that Agent has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Property for the possible presence of mold and botanical allergens. Buyer acknowledges that Agent has not made any investigation, determination, warranty or representation with respect to the possible presence of mold or other botanical allergens, and Buyer agrees that the investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore.

- 27) **ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:** All disputes arising between the Parties with respect to the subject matter of this Purchase Agreement or the transaction contemplated herein (including but not limited to the parties' rights to the Deposit or the payment of commissions as provided herein) shall be settled exclusively by final, binding arbitration. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The arbitration will proceed in the county where Agent's office is located and be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's then-applicable Commercial Arbitration Rules (the "Rules"). Any party who fails or refuses to submit to arbitration following a demand by the other party shall bear all costs and expenses, including attorneys' fees, incurred by such other party in compelling arbitration.

Any arbitration will be decided by a single arbitrator selected according to the Rules. The arbitrator will decide any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication and may grant any remedy or relief that a court could order or grant on similar motions. The arbitrator shall apply the provisions of this Purchase Agreement without varying therefrom, and shall not have the power to add to, modify, or change any of the provisions hereof.

In any arbitration proceeding discovery will be permitted only in accordance with the terms of this paragraph. Discovery by each party shall be limited to: (i) a maximum number of five (5) depositions limited to four hours each; (ii) requests for production of documents; (iii) two interrogatories: one inquiring into the amount of damages sought by the other party and another into the calculation of those damages; and (iv) subpoenas upon third parties for production of documents, depositions, and to appear at a hearing. The scope of discovery may be expanded only upon the mutual consent of the parties. Discovery not set forth in this paragraph shall not be permitted.

The Parties understand and agree that they are entering into this arbitration agreement voluntarily, and that by doing so they are waiving their rights to a jury trial or to have their claims otherwise litigated in court.

- 28) **SUCCESSORS & ASSIGNS:** This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.
- 29) **TIME:** Time is of the essence of this Agreement.
- 30) **NOTICES:** All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Agent) at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.
- 31) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 32) **ACCEPTANCE AND EFFECTIVE DATE:** Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions set forth herein. Unless a counter-offer or acceptance hereof is made by Seller's execution of this Agreement and delivery of a fully executed copy to Buyer, either in person or by mail at the address shown below, on or before _____, 20____, this offer shall be null and void, the Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations hereunder. Delivery shall be effective upon personal delivery to Buyer or Buyer's agent or, if by mail, on the next business day following the date of postmark. The "Effective Date" of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of or written acceptance (by either Buyer or Seller) of the final counter-offer submitted by the other party.
- 33) **COUNTERPARTS:** Buyer and Seller both acknowledge and agree that a facsimile copy of this Agreement with a party's signature is as legally valid and binding as the original Agreement with an original signature. If Buyer is not an individual but a legal entity, Buyer's representative represents that he/she is authorized on behalf of the legal entity to sign this Agreement. THE PARTIES ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS WITH REGARD TO THE LEGAL EFFECT AND VALIDITY OF THIS PURCHASE AGREEMENT. THE PARTIES AGREE THAT THIS AGREEMENT CAN BE SIGNED IN COUNTERPART WITH THE SAME LEGAL FORCE AND EFFECT AS IF NOT SIGNED IN COUNTERPART,
- 34) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee .
- 35) **OTHER TERMS AND CONDITIONS:** In addition to any and all other remedies Buyer may have at law if Seller should default under this contract, Buyer shall also have the right to Specific Performance of this contract.

Seller's broker to pay Buyer's Broker, Braden Braden and Braden commission via separate compensation agreement.

Seller will remove the Cross located outside and the piano prior to closing.
All other items remaining conveys at closing.

The seller will not turn on the utilities for Buyer's inspection.

THE PARTIES ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS WITH REGARD TO THE LEGAL EFFECT AND VALIDITY OF THIS PURCHASE AGREEMENT.

The undersigned Buyer hereby offers and agrees to purchase the above-described Property for the price and upon the terms and conditions herein stated.

This offer is made by Buyer to Seller on this 27 day of February, 20 26. The undersigned Buyer hereby acknowledges receipt of an executed copy of this Agreement, including the Agency Disclosure contained in Paragraph 20, above.

BUYER: Henry Brooks ADDRESS: ***
New Glory Preparatory and Learning Center, LLC ***

DATE: 03/02/26 TELEPHONE: ***

SELLER'S ACCEPTANCE AND AGREEMENT TO PAY COMMISSION

The undersigned Seller accepts the foregoing offer and agrees to sell the Property to Buyer for the price and on the terms and conditions stated herein. Seller acknowledges receipt of an executed copy of this Agreement and authorizes Agent to deliver an executed copy to Buyer.

Seller reaffirms its agreement to pay to Agent a real estate brokerage commission pursuant to the terms of that certain Representation Agreement between Agent and Seller which shall remain in full force and effect. Said commission is payable in full on the Closing Date and shall be paid in cash at closing. Closing Attorney is directed to make such payment to Agent from Seller's proceeds of sale. The provisions of this paragraph may not be amended or modified without the written consent of Agent. Agent is made a party to this Agreement for the purpose of enforcing Agent's rights arising hereunder.

Seller acknowledges and agrees that payment of said commission is not contingent upon the closing of the transaction contemplated by this Agreement, and that, in the event completion of the sale is prevented by default of Seller, then Seller shall immediately be obligated to pay to Agent the entire commission. Seller agrees that in the event completion of the sale is prevented by default of Buyer, then Seller shall be obligated to pay to Agent an amount equal to one half of any damages or other monetary compensation (including liquidated damages) collected from Buyer by suit or otherwise as a consequence of Buyer's default, if and when such damages or other monetary compensation are collected; provided, however, that the total amount paid to Agent by Seller shall not in any case exceed the brokerage commission hereinabove set forth. Seller acknowledges and agrees that the existence of any direct claim which Agent may have against Buyer in the event of Buyer's default shall not alter or in any way limit the obligations of Seller to Agent as set forth herein.

SELLER: Dereje Nigatu Abdi ADDRESS ***

DATE: 03/02/26 TELEPHONE: ***

SELLER: _____ ADDRESS: ***

DATE: / / TELEPHONE: ***

Agent accepts and agrees to the foregoing.

AGENT: **Braden Braden & Braden A Real Estate Investment Firm**

BY: John Cornes ADDRESS: ***
John C. Cornes, CCIM ***

DATE: 03/02/2026 TELEPHONE: ***

PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM PARTIES' ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL.

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, DEREJE ABDI [Signature], 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 2465 MILLBROOK AVE, MEMPHIS, TN 38127
and further identified by Assessor's Parcel Number 072075 00055,
for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 20 day of March in the year of 2020

[Signature]
Signature of Notary Public



07.01.2029
My Commission Expires

Site Plan – Traffic Circulation & Drop-Off Layout



All vehicular circulation, parking, and child drop-off/pick-up activities occur within the site, minimizing impact to Millbrook Avenue and surrounding residential streets.

Date: March 26, 2026

City of Memphis - Division of Planning and Development
Land Use Control Board
125 North Main Street
Memphis, TN 38103

RE: Special Use Permit Request – 2465 Millbrook Avenue, Memphis, TN 38127

Dear Members of the Land Use Control Board,

This letter is submitted in support of a Special Use Permit request for the property located at 2465 Millbrook Avenue in Memphis, Tennessee. The applicant proposes to operate a licensed child care center within the existing building on the subject property.

The property is currently improved with a former church building and associated parking areas. The proposed use represents a continuation of a community-serving institutional use and is compatible with the surrounding residential neighborhood. The adaptive reuse of the existing structure allows the site to remain an active and beneficial component of the community.

The proposed child care center will serve families in the surrounding area by providing structured, licensed care for children from infant to school-age. The facility is intended to support working families and address the ongoing need for accessible childcare services within the community.

The site is well-suited for the proposed use due to its existing layout and infrastructure. The property includes established parking areas and a circulation pattern that allows vehicles to enter, circulate, and exit the site efficiently. As illustrated in the submitted site plan, all vehicular circulation, parking, and child drop-off and pick-up activities will occur within the property boundaries.

The property is fully enclosed with perimeter fencing and controlled access, which enhances site security and ensures that all activity remains contained within the site. This minimizes impacts to Millbrook Avenue and surrounding residential streets while promoting safe and orderly operations.

The scale and intensity of the proposed use are consistent with the surrounding area. The existing building footprint remains unchanged, and no substantial expansion is proposed at this time. The use will operate in a manner that is compatible with nearby residential properties.

The proposed development meets the intent of the Unified Development Code by providing a compatible, community-oriented use that will not adversely affect the public health, safety, or welfare.

Granting the requested Special Use Permit will allow for the productive reuse of an existing institutional property while delivering a valuable service to the community.

Thank you for your consideration of this request.

Sincerely,

New Glory Preparatory & Learning Center, LLC



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

This is a Resolution to accept, allocate and appropriate Grant Funds in the amount of Four hundred ninety-four thousand eight hundred seventy-five dollars and thirty-one cents (\$494,875.31) from Overton Park Conservancy for reimbursement allocated to eligible projects associated with an MOU between the City of Memphis, Overton Park Conservancy, and Memphis Zoological Society for renovations and accessibility improvements in the Overton Park Area.

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

Public Works

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

Not applicable

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

Impact for Council District 5 and Super District 9.

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

Not applicable

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

Requires a budget amendment to receive reimbursement in accordance with the MOU.

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

Same night minutes request so reimbursements can be applied to FY26.



RESOLUTION

This is a Resolution to accept, allocate and appropriate Grant Funds in the amount of Four hundred ninety-four thousand eight hundred seventy-five dollars and thirty-one cents (\$494,875.31) from Overton Park Conservancy for reimbursement allocated to eligible projects associated with an MOU between the City of Memphis, Overton Park Conservancy, and Memphis Zoological Society for renovations and accessibility improvements in the Overton Park Area.

WHEREAS, the City of Memphis entered into a Memorandum of Understanding (MOU) with Overton Park Conservancy (OPC), and Memphis Zoological Society (MZS) November 21, 2022 for renovations and accessibility improvements in the Overton Park Area; and

WHEREAS, for and in consideration of the premises and mutual promises OPC agreed to reimburse the City of Memphis for a total amount up to Six hundred thousand dollars (\$600,000.00) for services performed in-house via the Public Works and City Engineer Divisions; and

WHEREAS, the grant is designated to be used by Public Works and City Engineer Divisions to support a partnership with OPC and MZS toward a shared mission to generate renovations and accessibility improvements in the Overton Park Area; and

WHEREAS, the expenditures to date via Public Works Division equal Four hundred fifty-one thousand seven hundred forty-one dollars and ninety-one cents (\$451,741.91); and

WHEREAS, the expenditures to date via City Engineer Division equal Forty-three thousand one hundred thirty-three dollars and forty cents (\$43,133.40); and

WHEREAS, it is necessary to accept the Grant Funds from OPC, total amount of Four hundred ninety-four thousand eight hundred seventy-five dollars and thirty-one cents (\$494,875.31) for the purpose as stated above; and

WHEREAS, it is necessary to allocate and appropriate the Grant Funds from OPC, total amount of Four hundred ninety-four thousand eight hundred seventy-five dollars and thirty-one cents (\$494,875.31) for the purpose as stated above.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Memphis accept the Grant Funds from Overton Park Conservancy (OPC), establish allocations and appropriations; total amount of Four hundred ninety-four thousand eight hundred seventy-five dollars and thirty-one cents (\$494,875.31) for the purpose as stated above.

BE IT FURTHER RESOLVED, that the Fiscal Year 2026 Engineering and Public Works Budgets be and is hereby amended by allocating and appropriating the Overton Park Conservancy (OPC) Grant Funds in the amount of Four hundred ninety-four thousand eight hundred seventy-five dollars and thirty-one cents (494,875.31) as follows:

REVENUES

| | |
|--|---------------------|
| Overton Park Conservancy (OPC) <i>(Grant Funding-Reimbursement)</i> | \$494,875.31 |
|--|---------------------|

EXPENDITURES

| | | |
|--------------------------|--------------------|---------------------|
| City Engineer | 0111.250102.052528 | \$43,133.40 |
| Street Maintenance | 0111.170201.052528 | \$128,986.91 |
| Heavy Equipment Services | 0671.171502.052528 | <u>\$322,755.00</u> |
| | | \$494,875.31 |

MEMORANDUM OF UNDERSTANDING

among

THE CITY OF MEMPHIS, OVERTON PARK CONSERVANCY, and MEMPHIS
ZOOLOGICAL SOCIETY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called "this Memorandum") is made and entered into as of the 21 day of November 2022, by and among OVERTON PARK CONSERVANCY, a Tennessee not-for-profit corporation (hereinafter called "OPC"), MEMPHIS ZOOLOGICAL SOCIETY, a Tennessee not-for-profit corporation (hereinafter called "MZS"), and CITY OF MEMPHIS TENNESSEE (hereinafter called the "City").

RECITALS

A. Overton Park is a municipal park located in the city of Memphis Tennessee, owned by the City, and managed by OPC pursuant to an agreement between OPC and the City dated January 13, 2012, as extended January 14, 2022 (the "OPC Agreement"). Part of Overton Park which is subject to the OPC Agreement is an area known as the "Greensward," more particularly identified on the map attached hereto as **Exhibit A** hereto.

B. The Memphis Zoo is a municipal zoological garden owned by the City and managed by MZS pursuant to an agreement between MZS and the City dated December 30, 1994 and amended December 10, 2014 (the "MZS Agreement"). Part of the land subject to the MZS Agreement is a forested area, consisting of some 17 acres, as depicted on **Exhibit A** attached hereto. Such 17 acres, less the part thereof depicted on **Exhibit A** as lying north of the "Proposed new fence-line", which shall serve as a buffer between said forest and the Memphis Zoo, shall hereinafter be called the "Transferred Forest."

C. There is located within Overton Park, but not presently subject to either the OPC Agreement or the MZS Agreement, an area used by the City for various maintenance functions, more particularly described and depicted on **Exhibit B** attached hereto as the "City of Memphis Maintenance Area," and which hereinafter shall be called the "Maintenance Area." The Maintenance Area includes all land, roads, fencing, buildings and other improvements, fixtures and equipment currently located and/or used on and as part of the Maintenance Area.

D. The Memphis Zoo includes an area now used by MZS for various maintenance related functions, which is subject to the MZS Agreement, and which is more particularly described and depicted on the map attached as **Exhibit B** hereto as the "Zoo Maintenance Compound," and which hereinafter shall be called the "East Lot."

E. For many years, MZS has used parts of the Greensward for parking for its guests, and it is the shared desire of OPC, MZS, and the City to provide alternate parking facilities for guests of the Memphis Zoo and to discontinue allowing such parking to take place on the Greensward. The parties realize that such shared desire cannot be achieved unless reasonable alternate parking is provided for guests of the Memphis Zoo. The parties believe and intend that the fulfillment and execution of the agreements contained below will result in the elimination of parking on the Greensward and provide some of the alternate parking needed for Memphis Zoo guests.

NOW, THEREFORE, OPC, MZS and the City hereby agree as follows:

TERMS and CONDITIONS

1. As soon as practicable, but no later than December 31, 2024, the City and MZS shall amend in writing the MZS Agreement to remove from the MZS Agreement and from the Memphis Zoo the Transferred Forest which includes the paved, fenced area east of Rainbow Lake, and the fenced forested area north of the current fence adjacent to the paved trail that begins between the dog park and the Rainbow Lake playground. See Exhibit A for a draft boundary map. The Transferred Forest shall thereafter be included as part of the area managed by OPC, the same as all other parts of said forest in Overton Park.

2. The parties understand that there may be funding provided to the City of Memphis by the Federal Government that is to be used for the purposes of enabling the parking solution. The parties agree that those funds shall be used to reimburse each of the parties for respective costs incurred for the delivery of various elements of the parking solution, including but not limited to installation of fences, gates and other appurtenances necessary for safety and security, demolition, grading and repaving, entry control systems, construction of pathways/gateways, signage, landscaping and remediation of areas impacted by the parking solution. A list of projects eligible for reimbursement associated with this agreement are listed at **Exhibit D**. The parties further agree that financial responsibility for completing each element of the project is accurately reflected at exhibit D, and that absent Federal funds, each party is solely liable for completing the elements of the project as assigned.

3. Within 180 days following the signing of this Memorandum by all parties, the Zoo shall construct at its sole cost, but as an authorized reimbursable expense per para 2. a fence along the western and northern boundaries of the Transferred Forest, which fence shall serve as the boundary line between the Transferred Forest and the Memphis Zoo. Said fence shall fully comply with all the accreditation and other requirements for a boundary line fence for an accredited zoo, including those required for accreditation by the Association of Zoos and Aquariums. Said fence shall have one safety gate, of the design and location agreed upon by the City, OPC and MZS.

4. The parties entered into agreements regarding parking for guests at the Memphis Zoo relating to the Memphis Zoo main parking lot, and to the Memphis Zoo parking area abutting McLean St ("Zoo Parking Agreements"). Pursuant to those agreements, certain improvements were made to the Memphis Zoo parking area on McLean Street, including that OPC paid \$750,000 toward the cost of those improvements. MZS agrees that it will reimburse OPC for \$400,000 of those costs (i) within 30 days following the date on which Sections 1, 2, and 4 through 7 of this Memorandum shall be substantially complete such that all areas affected by such obligations are fully functional for the respective purposes intended therefor, or (ii) December 31, 2024 (the "Outside Deadline"), whichever is the earlier to occur.

5. The City and MZS shall complete all improvements to the Memphis Zoo's main parking lot, in accordance with the Zoo Parking Agreements, on or before December 31, 2023. Construction of such improvements shall be managed by the City and the design of such improvements shall be subject to the reasonable approval of the City and MZS. OPC will not be required to make any payments for, or otherwise participate in, such improvements to the Zoo's main parking lot. All other provisions of said prior agreements are terminated, including the planned paving of parts of the Greensward, and such termination shall be memorialized in writing by the City and MZS as soon as practicable following the full execution of this Memorandum.

6. As soon as practicable, but no later than December 31, 2023, the City shall discontinue all of its operations in the Maintenance Area and vacate the Maintenance Areas. The portion of the Maintenance Area north of the entrance driveway and which is depicted on **Exhibit C** attached hereto as "Maintenance Area North" ("Maintenance Area North") will then become part of the properties of the Memphis Zoo by written amendment to the MZS Agreement, which will be operated and maintained in accordance with the MZS Agreement, to the same extent as the other properties of the Memphis Zoo. The zoo will make reasonable efforts to manage noise, sights and smells that might arise from operations in the zoo maintenance area that would negatively affect visitors experience in the adjacent picnic or park areas. To the extent problems arise, the zoo agrees to take reasonable and necessary measures to resolve the problem, such as scheduling more frequent pick-ups and cleaning. All buildings, roads, parking, fences, offices, tanks, fixtures, improvements, equipment, and other such items which have been part of the Maintenance Area North shall remain as a part of the Maintenance Area North and be used, controlled and managed by MZS for the operation and management of the Memphis Zoo. On or before the Outside Deadline, the City shall turn over the Maintenance Area North to MZS in a reasonable and functional condition, so that MZS can efficiently use all such facilities or parts of the Maintenance Area for the care and operation of the Memphis Zoo. Further, not later than the Outside Deadline, the Zoo, at its sole cost, but as a reimbursable expense per paragraph 2., shall erect an opaque fence, screening reasonably satisfactory to MZS and OPC, gates and other necessary appurtenances around the boundaries of Maintenance Area North, and the designated Zoo employee parking areas. Thereafter, the Maintenance Area North will be available for public use only as determined from time to time by MZS.

7. On or before December 31, 2023, the City shall at its sole cost, but as a reimbursable expense per paragraph 2 above, shall grade the site adjacent to the entrance to the maintenance Area North using cut and fill so as to avoid import or export of soils, and then construct a new asphalt “hammerhead” entryway with associated curb, mountable curb and gutter, that will serve as the “gateway” entrance for the Zoo Maintenance, Park, and Zoo employee parking areas. The City shall also construct as a reimbursable expense the east-west sidewalks adjacent to fence and Park parking and connecting to the Old Forest gateway.

8. On or before December 31, 2023 (“MAS Delivery Date”), the portion of the Maintenance Area south of the entrance driveway, which is depicted on **Exhibit C** as “Maintenance Area South” (“Maintenance Area South”) will become part of the property managed by OPC under the OPC Agreement by written amendment thereto. On the MAS Delivery Date, the City will deliver the Maintenance Area South clean, free of debris, with any structures other than the Greenhouses removed therefrom to the extent requested by OPC in advance, and otherwise in a condition suitable for the immediate use by OPC as overflow parking for visitors of Overton Park. Subject to the rights of OPC with respect thereto as set forth below, the City and MZS shall have the right to use the existing greenhouses located on Maintenance Area South (the “Greenhouses”) in the same manner that the City and MZS use them as of the date hereof. Otherwise, all buildings, roads, parking, fences, offices, tanks, fixtures, improvements, equipment, and such other items which have been part of the Maintenance Area South and which were not requested by OPC to be removed as set forth above shall remain as a part thereof and may be used, controlled, and managed by OPC for the operation of the property managed by OPC under the OPC Agreement. Following the MAS Delivery Date, and subject to the terms of the OPC Agreement, OPC in consultation with and permission from the City of Memphis Parks Division, shall have decision-making authority regarding the use of the Maintenance Area South including, without limitation, the authority to erect new improvements, or to remove one or more of the Greenhouses not in use by the City or MZS. The City will not unreasonably withhold its permission for demolition or improvements.

9. Operations, access and location of greenhouses used by City and MZS shall remain unchanged. Any proposal for adaptive reuse, demolition or relocation of those specific greenhouses should include provisions for construction (at the expense of the proposing party) of equivalent facilities for use by MZS and the City. The City and MZS must agree to design and location for any proposed new greenhouse facilities but will not unreasonably withhold approval if operations and functions are equitably replaced.

10. On or before the Outside date, OPC shall at its sole cost, but as a reimbursable expense shall construct a perimeter path and plantings at the North end of the Greensward that will serve as the permanent barrier between the Zoo main parking lot and the Greensward.

11. As soon as practicable after the City shall have complied with Section 6

above, and not later than June 30, 2024, MZS shall move its maintenance operation and equipment from the East Lot to the Maintenance Area North. The City shall within 30 days thereafter proceed, at its sole expense, to clear the East Lot of all maintenance and related structures, repave the East Lot, and stripe the East Lot in such manner as the City and MZS shall reasonably agree, so as to provide as many parking spaces as safe and practical, to be used by members of MZS and other guests of the Memphis Zoo, as MZS may manage and determine from time to time. As part of those improvements to the East Lot, the Zoo will construct an entrance and ticket booth to the East Lot and a pedestrian entrance and ticket booth between the East Lot and the guest areas of the Memphis Zoo. The animal nutrition facilities presently located on or near the East Lot shall be relocated to the Maintenance Area North, as MZS shall reasonably determine. The City shall make such improvements to the drives between North Parkway and the entrance to the East Lot as may be necessary to provide safe and efficient access to the East Lot from North Parkway for the anticipated maximum traffic including, without limitation, all improvements necessary for safe passage between North Parkway and Overton Park by pedestrians and bicyclists. The City shall complete all obligations set forth in this Section 11 not later than the Outside Deadline.

12. Until Sections 1, 2, 4 through 7 of this Memorandum shall be complete to the extent that the areas affected are fully functional for the respective purposes intended therefor, or the Outside Deadline, whichever is the earlier to occur, MZS may temporarily continue to park cars of the guests of the Memphis Zoo on the portion of the Greensward that has traditionally been used for parking, on the Zoo side of a line that extends from the Doughboy statue to the north end of Rainbow Lake. MZS agrees that it will cause cars to be parked on the Greensward to as limited an extent as reasonable and that it will continue to repair any damage to the Greensward caused by such parking in the same manner that such damage was heretofore repaired by MZS. OPC agrees that it will fully cooperate in the use of the Greensward as provided in this paragraph 6, including that OPC shall not plant trees, grant leases or permits, or engage in any other activity which would interfere with parking on the Greensward by Zoo visitors as provided in this paragraph.

13. From and after when Sections 1, 2, and 4 through 7 of this Memorandum shall be complete to the extent that the areas affected are fully functional for the respective purposes intended therefor, or the Outside Deadline, whichever is the earlier to occur, MZS shall permanently discontinue to cause cars of the guests of the Memphis Zoo to be parked on the Greensward, the Greensward shall not thereafter be included in the properties subject to the MZS Agreement, and the City and MZS shall amend in writing the MZS Agreement to memorialize such removal of the Greensward from the MZS Agreement. Further, not later than the Outside Deadline, the City, at the City's sole cost, shall remediate the portion of the Greensward that had been used by MZS as determined appropriate by City of Memphis golf grounds crew.

14. Should there be some circumstance beyond the control of all parties that delays completion of all elements of this project by the Outside Deadline, parties agree that MZS may, in coordination with the City and OPC, continue temporary parking of

vehicles on the Greensward as needed until such time as project elements are completed.

15. The City acknowledges and agrees that the movement of Memphis Zoo employees, Memphis Zoo guests or members, equipment, or any other persons or objects between the Maintenance Area North and the Memphis Zoo, will be done via City streets, and MZS acknowledges and agrees that no such movement of people or objects will be done via motorized vehicles on internal park roadways. The City agrees that it will install and maintain such signage, traffic signals, and other traffic control devices and conditions as will facilitate such movement of people or objects between the Maintenance Area and the Memphis Zoo.

16. All income derived from parking on any of the parking areas of the Memphis Zoo, including but not limited to the East Lot and the Maintenance Area North, shall belong exclusively to MZS.

17. The City agrees that a parking garage may be constructed on the East Lot at such time in the future as MZS may determine, subject to all the provisions of the MZS Agreement regarding the planning and construction of improvements to the Memphis Zoo. The City shall be responsible for providing any zoning or other approvals needed for the construction of such parking garage.

18. The City agrees that MZS may move its offices and other operations to the Maintenance Area North at such times and in such manner as MZS may determine, subject to the MZS Agreement.

19. The City shall maintain the current unmetered parking spaces on North Parkway (including pedestrian sidewalks), but only to the extent that such parking spaces, as well as the configuration of North Parkway, will not impede access to the East Lot or to Overton Park. Without limiting the foregoing, the City agrees that it will maintain and improve the left turn access to the East Lot and to Overton Park from westbound traffic on North Parkway.

20. There are presently three greenhouses located on the land owned by the City to the South of the Maintenance Area. The City will continue to maintain said greenhouses in good repair and provide all needed utilities and said greenhouses shall be used by MZS and OPC cooperatively as they shall from time to time reasonably agree. Employees of MZS and OPC shall have reasonable access to and from said greenhouses. Any parking facilities constructed and/or operated south of the Maintenance Area by the City and/or OPC shall be subject to the reasonable approval of the City, OPC and MZS.

21. Except as specifically changed by this Memorandum, the MZS Agreement is hereby ratified and confirmed. If the MZS Agreement should be terminated or not renewed, then the City shall thereafter have all the benefits and obligations imposed on MZS by this Memorandum.

22. Except as specifically changed by this Memorandum, the OPC Agreement is hereby ratified and confirmed. If the OPC Agreement should be terminated or not renewed, then the City shall thereafter have all the benefits and obligations imposed on OPC by this Memorandum.

23. Whenever the consent or approval of a party is required under this Memorandum, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(Signatures to Follow)

IN WITNESS WHEREOF, the parties have approved and agreed to this Memorandum on the dates stated by their signatures below.

OVERTON PARK CONSERVANCY

By: *Amia Sullivan*
Its Executive Director
Dated 11/21, 2022

MEMPHIS ZOOLOGICAL SOCIETY

By: *[Signature]*
Its President
Dated 11/21, 2022

CITY OF MEMPHIS, TENNESSEE

By: *[Signature]*
Its Mayor
Dated 11/21, 2022

EXHIBIT A

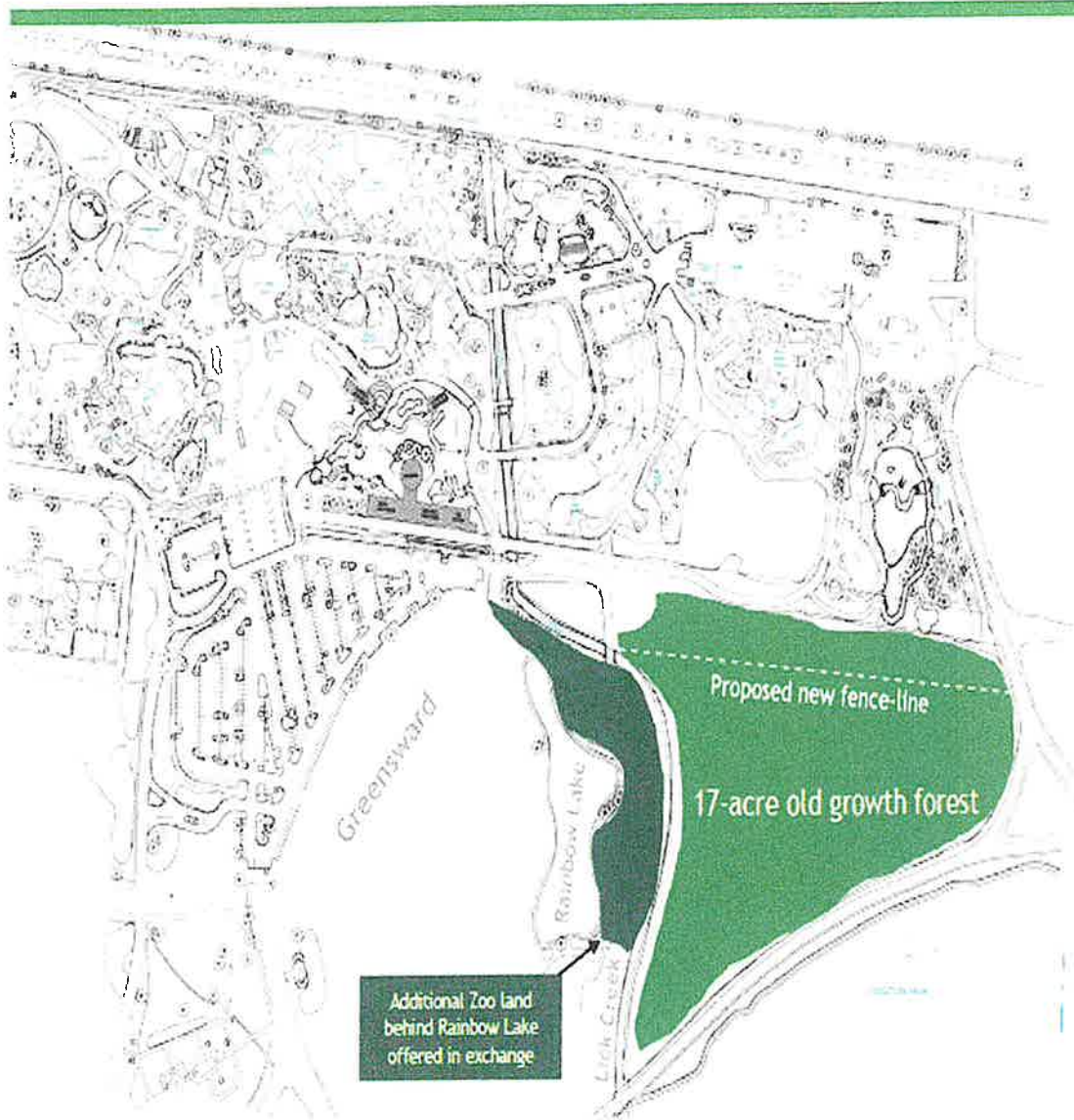


EXHIBIT B

Zoo/OPC Maintenance + Parking

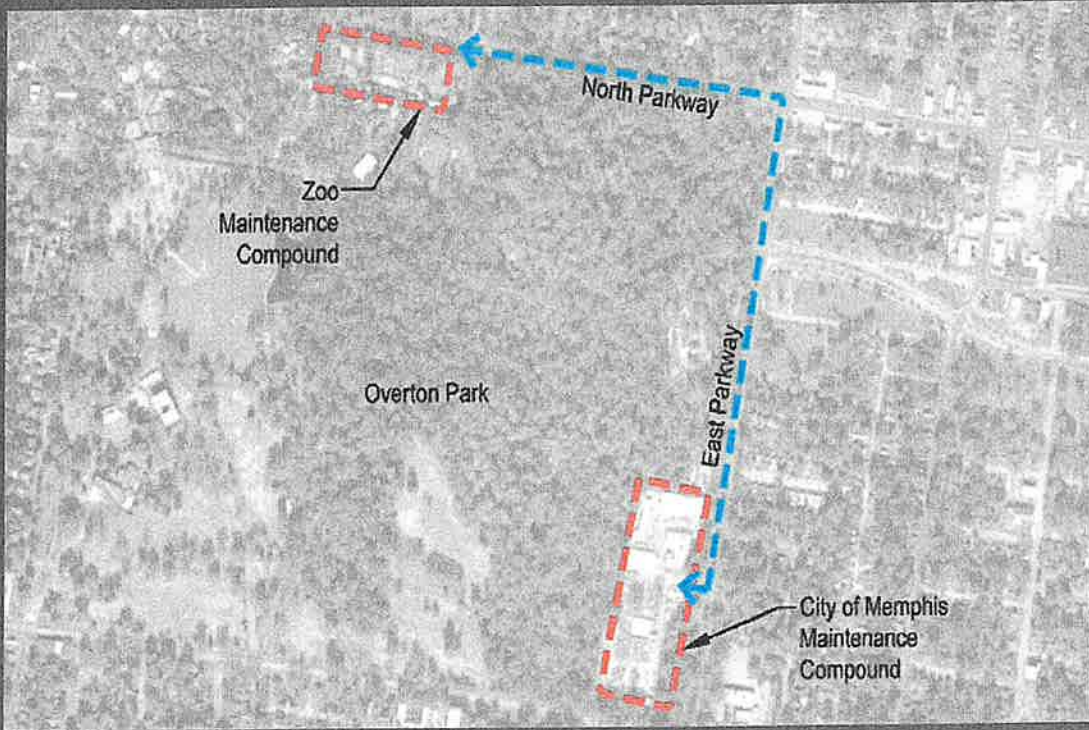


EXHIBIT C

Zoo/OPC Maintenance + Parking



EXHIBIT D

Projects Eligible for Reimbursement from Federally allocated funding (as available)

Note: In the event no Federal funding is granted for this project, all of the projects listed below will be funded by the organization listed as responsible for that project.

Baseline Project Reimbursables (\$3M of Federal Funding)

City (Up to \$600K):

Site grading, paving, curb and gutter for Hammerhead entrance at East Parkway.

Installation of Sidewalks, Curb and Gutter adjacent to east west fence on East parkway compound.

Greensward remediation

Zoo Main lot reconfiguration

Demolition, regrading and repaving of Zoo east lot

Zoo (Up to \$1.4M):

Fence removal in old forest

New fence in old forest

New fence in general services yard, **8ft chain link fence. Includes fencing around Zoo parking area)**

Zoo security gates (3) in general services yard

New member entrance in East Lot

Refurbishment of an existing zoo support building to support member entrance adjacent to the new N. Parkway member parking lot

OPC (up to \$1M):

Greensward perimeter path + landscaping

Landscape between sidewalk and fence/screening and signage as required for general services area parking.

New forest trailhead gateway

Demolition of asphalt, forest remediation, & access improvements in kangaroo exhibit area behind Rainbow Lake, and/or Invasive plant removal + forest restoration in 17-acre parcel



Memphis City Council Summary Sheet

(Revised January 28, 2026)

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

A resolution to authorize the issuance, allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds as interim financing for critical life-safety repairs and future renovation planning for AutoZone Park.

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

Administration

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

Not Applicable

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

AutoZone Park is in District 7, Super District 8

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

There will be a new contract for design and an amendment to an existing construction contract.

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

This requires an expenditure and a budget amendment

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

The construction work is ongoing because it involves critical life-safety and compliance improvements without which the park would be challenged to continue operations.

P144



A resolution to authorize the issuance, allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds as interim financing for critical life-safety repairs and future renovation planning for AutoZone Park.

WHEREAS, AutoZone Park has significant deferred maintenance, including critical life-safety needs, and must remain in compliance with Major League Baseball's Player Development League ("PDL") standards, causing the Administration to undertake essential repairs and improvements, the cost of which has increased from an early estimate of Five Million Dollars (\$5,000,000.00) to a guaranteed maximum price of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00), a difference of Three Million Five Hundred Thousand Dollars (\$3,500,000.00); and

WHEREAS, the Administration has determined that One Million Five Hundred Thousand Dollars (\$1,500,000.00) is necessary to develop a renovation design plan that will address both deferred maintenance and anticipated future PDL requirements, along with enhancing the customer experience, with the intention of undertaking such renovation as a priority capital project in a future fiscal year to support the continued lease of the facility by the ownership of the Memphis Redbirds; and

WHEREAS, to address the timing difference between the critical life-safety repairs and the planned capital renovation of AutoZone Park, the Administration requests authorization for the allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds, which shall serve as temporary financing until the capital financing structure for the renovation is established; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the issuance of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds for the purposes described herein is hereby approved, that such funds are allocated and appropriated to AutoZone Park Upgrades (GA07012), and that the Fiscal Year 2026 Budget shall be amended accordingly; and

BE IT FURTHER RESOLVED, that interest on such Commercial Paper shall be repaid through the traditional debt service fund, but that it is anticipated that such Commercial Paper shall be refinanced in a future capital financing to provide capital project funds designated for the future renovation of AutoZone Park, which such capital financing is anticipated to be supported, in whole or in part, by lease payments from the ownership organization of the Memphis Redbirds.

Resolution to Use \$5 M in Commercial Paper for AutoZone Park

A RESOLUTION to authorize the use, allocation and appropriation of up to Five Million Dollars (\$5,000,000.00) in Commercial Paper proceeds as interim financing for critical life-safety repairs and future renovation planning for AutoZone Park. Sponsored by the Administration. **District 7 and Super District 8. Same Night Minutes Requested.**

- **Division:** Executive
- **Funding Amount:** \$5 M In combination with \$5M allocated for upgrades in FY25 from Economic Development Bonds
- **Budget Impact:** **Additive.** Commercial Paper proceeds can be used as interim funding source until future ballpark renovation capital stack is developed & implemented.
- **Plain Language Description:** These funds will pay for on-going improvements to critical life-safety issues and to meet PDL standards.
- **Impact:** AutoZone Park is required to meet Major League Baseball's Player Development League (PDL) standards, which are periodically increased, to avoid penalties up to & including team relocation. The Park also has significant deferred maintenance, including critical life-safety issues with heating & cooling and fire suppression systems, which negatively impact staff and visitor experience & safety.
- **Project Status:** On-going
- **Timeline for Implementation:** Life-safety improvements will be finished by July 31, 2026. Planning & design will continue until renovation plan and budget are determined.
- **Use of Funds:**
 - \$ 3.5 M for ongoing improvements (see next slide)
 - \$ 1.5 M for renovation planning to address significant deferred maintenance and Major League Baseball's Player Development League (PDL) standards, and to enhance visitor experience

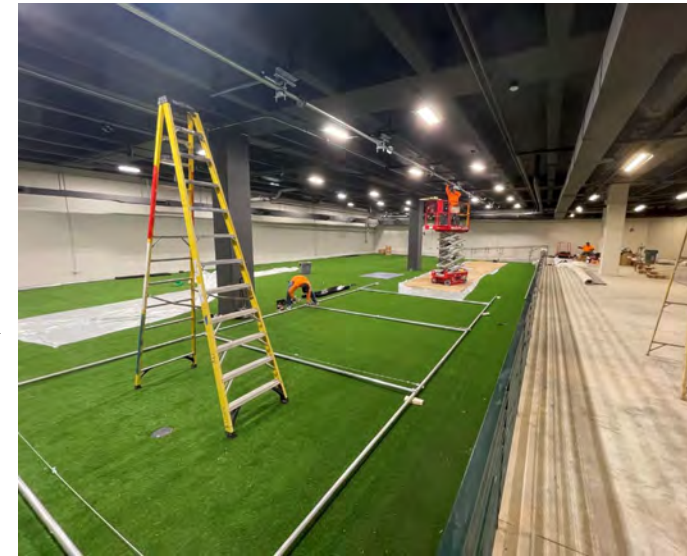
AutoZone Park

AutoZone Park (AZP) was missing 2 requirements for the current season under Player Development League (PDL) standards from Major League Baseball (MLB):

1. 2 batting/pitching tunnels: Must be covered, protected from wind/rain, performance netting, 70 ft long by 14 ft wide and 12 ft high.
 - AZP's tunnels were not tall enough, and it wasn't possible to raise the roof or dig down. Solution was to build 2 new tunnels in new location in right field (pictured).
2. Batter's eye: Must have a solid, dark-colored backdrop beyond the center field wall directly in batter's line of sight to ensure hitters can clearly track the baseball. Must have minimum dimensions of 36' high and 60' wide.
 - AZP did not have a batter's eye at all. Solution was to build one.

Critical Life-Safety problems:

3. Club level seating: Whole sections of seating were unsafe due to lack of safety netting that has now been installed.
4. HVAC: Building is still using original system (over 25 years old) running off antiquated controls system. Controls are being replaced allowing more consistent environmental conditions and helping to identify patch repairs needed in the system. (Full replacement & relocation of HVAC system will be key element in future renovation.)
5. Fire Suppression System: repair/replacement of malfunctioning system elements to prevent false alarms which could force stadium to be evacuated during games.



**RESOLUTION TO ALLOCATE AND APPROPRIATE \$5,000 IN MEMPHIS CITY
COUNCIL COMMUNITY GRANT PROGRAM FUNDS**

WHEREAS, the Memphis City Council Community Grant Program seeks to allocate financial support to qualified nonprofit organizations offering initiatives that focus on reducing poverty, strengthening youth engagement, preventing crime, and promoting economic growth

throughout the City of Memphis; and

WHEREAS, for FY26, the Council Community Grant Program will award \$2.6 million in grants, with each Councilmember having the opportunity to allocate \$200,000 in funding; and

WHEREAS, to allow all funds to be allocated and disbursed in advance of the end-of- year reporting deadline, each Councilmember is asked to allocate their grant funds to organizations that are eligible to receive funds during the FY26 grant cycle.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby allocates and appropriates \$5,000 of Councilman Canale’s remaining FY26 grant funding to the following organizations:

| Organization Name | Amount |
|--------------------------|---------------|
| Reach Memphis | 5,000 |

Memphis Police Department

PUBLIC SAFETY UPDATE

OVERVIEW OF CRIME, RECRUITMENT, AND KEY PUBLIC SAFETY INITIATIVES

Chief Cerelyn "CJ" Davis

June 2026

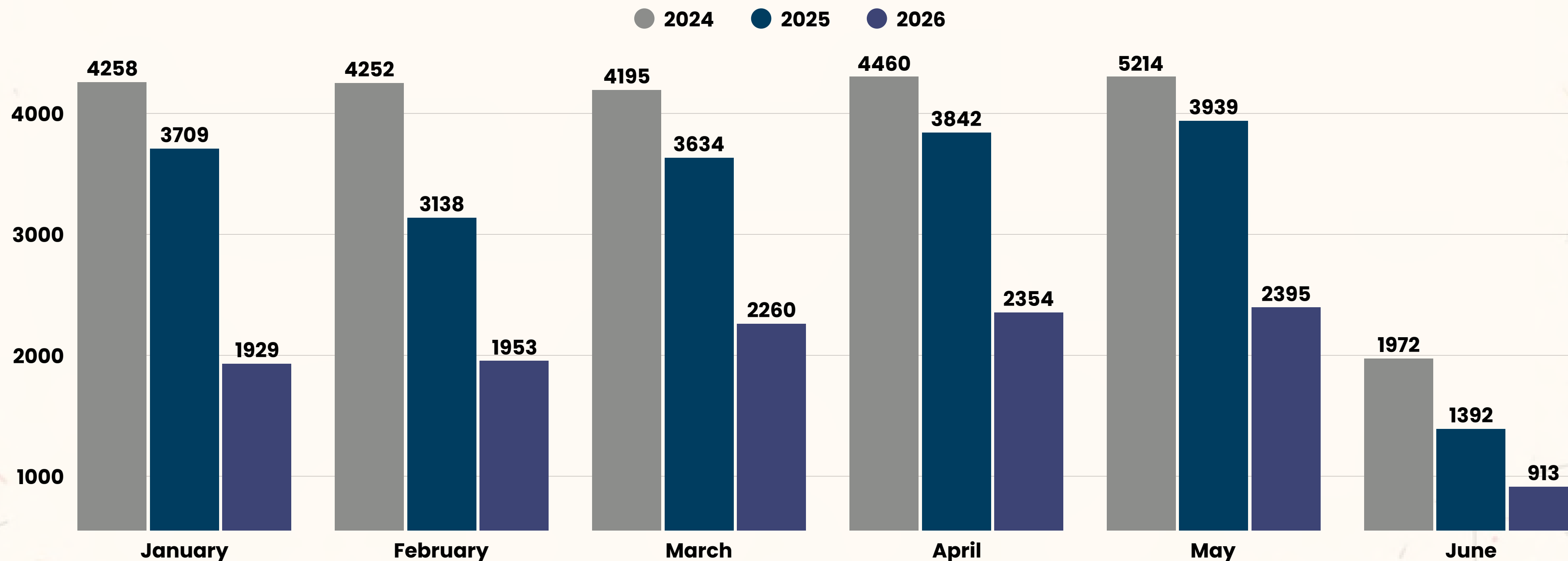




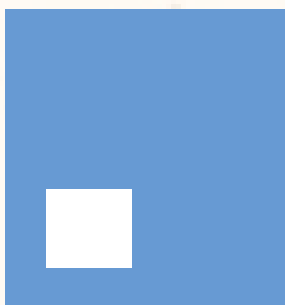
Part I Crime Overview

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 June 2026.



Crime Data as of June 11, 2026

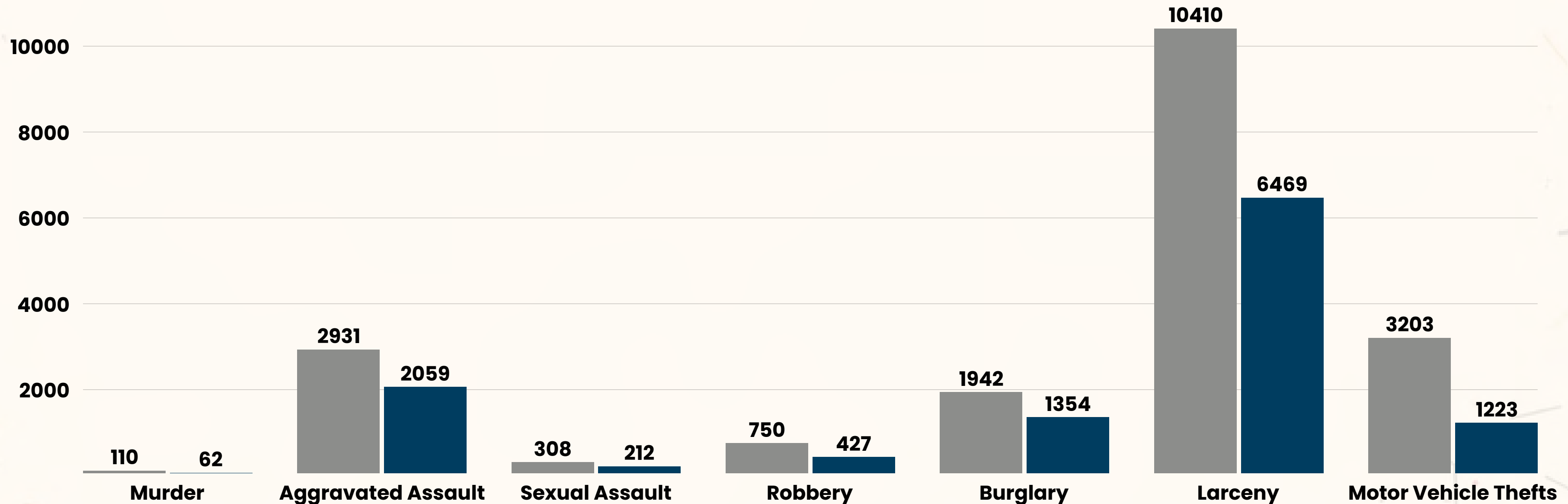


Crime Trends

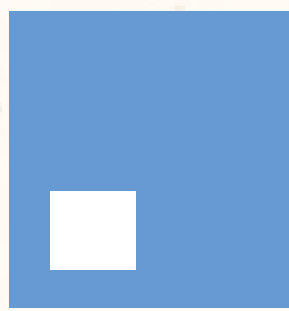
Two-Year Comparison Through June 11, 2026 (2025-2026)

Every major crime category is trending downward

● 2025 ● 2026



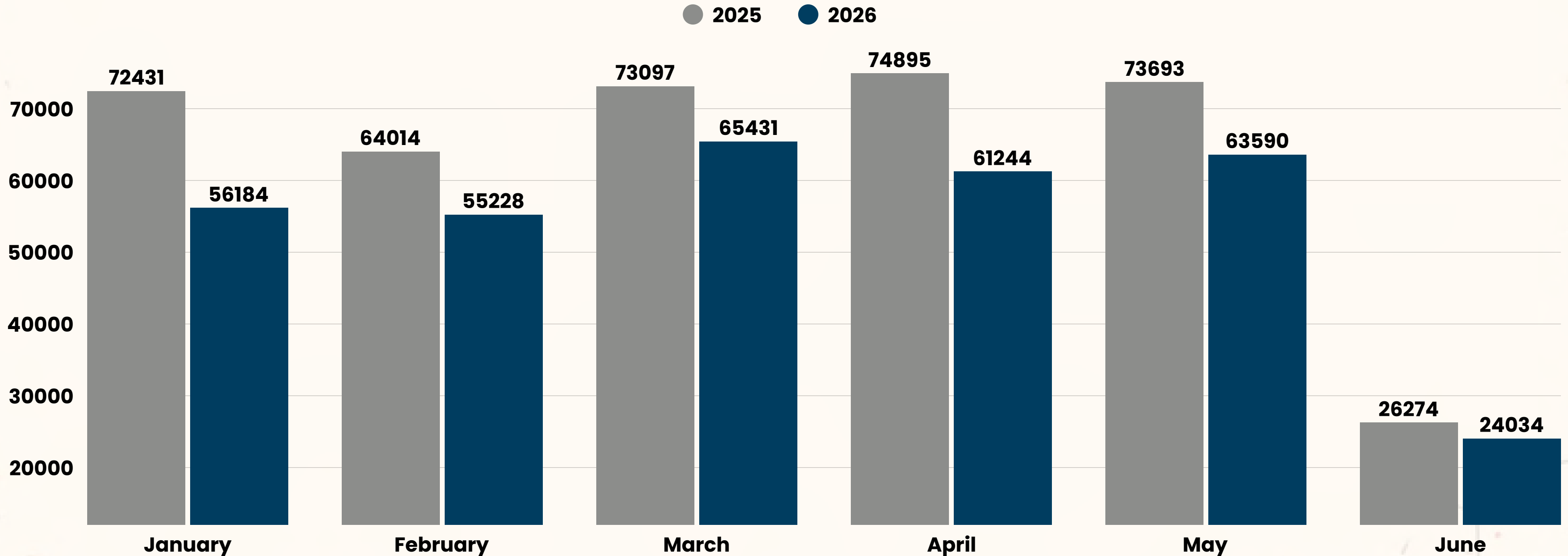
Crime Data as of June 11, 2026



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 June 11, 2026

Citywide Crime Declines by Stations

2026 Year-to-Date Part I Crime Reduction



Ridgeway Station
Down 40.05%



Austin Peay Station
Down 36.87%



Raines Station
Down 37.44%



Appling Farms Station
Down 48.10%



Mt. Moriah Station
Down 48.46%



Airways Station
Down 38.07%



North Main Station
Down 30.92%



Tillman Station
Down 44.71%



Crump Station
Down 30.17%

As of June 11, 2026

Memphis Safe Operation

Using data-driven strategies to identify hotspots, emerging trends, and prolific offenders, the Memphis Police Department deploys resources where they are needed most.

ARRESTS

Felony arrests stand at 5,799, with misdemeanor arrests at 8,465

WARRANTS

Felony warrants stand at 1,941, with misdemeanor warrants at 1,802

FIREARMS

3,547 firearms removed from our streets

CURRENCY

CURRENCY SEIZED TOTALS \$1,586,824.40

TRAFFIC STOPS

Traffic stops total 136,840

VEHICLES

Recovered stolen vehicles total 1,939

MARIJUANA

Confiscated totals 2,830.08 pounds

METHAMPHETAMINE

Confiscated totals 291.50 pounds

The Memphis Police Department continues to lead the Memphis Safe Operation in sustaining gains in crime reduction. The initiative remains focused on violent crimes and prolific offenders to ensure the city's most dangerous individuals are held accountable.

Data as of June 11, 2026



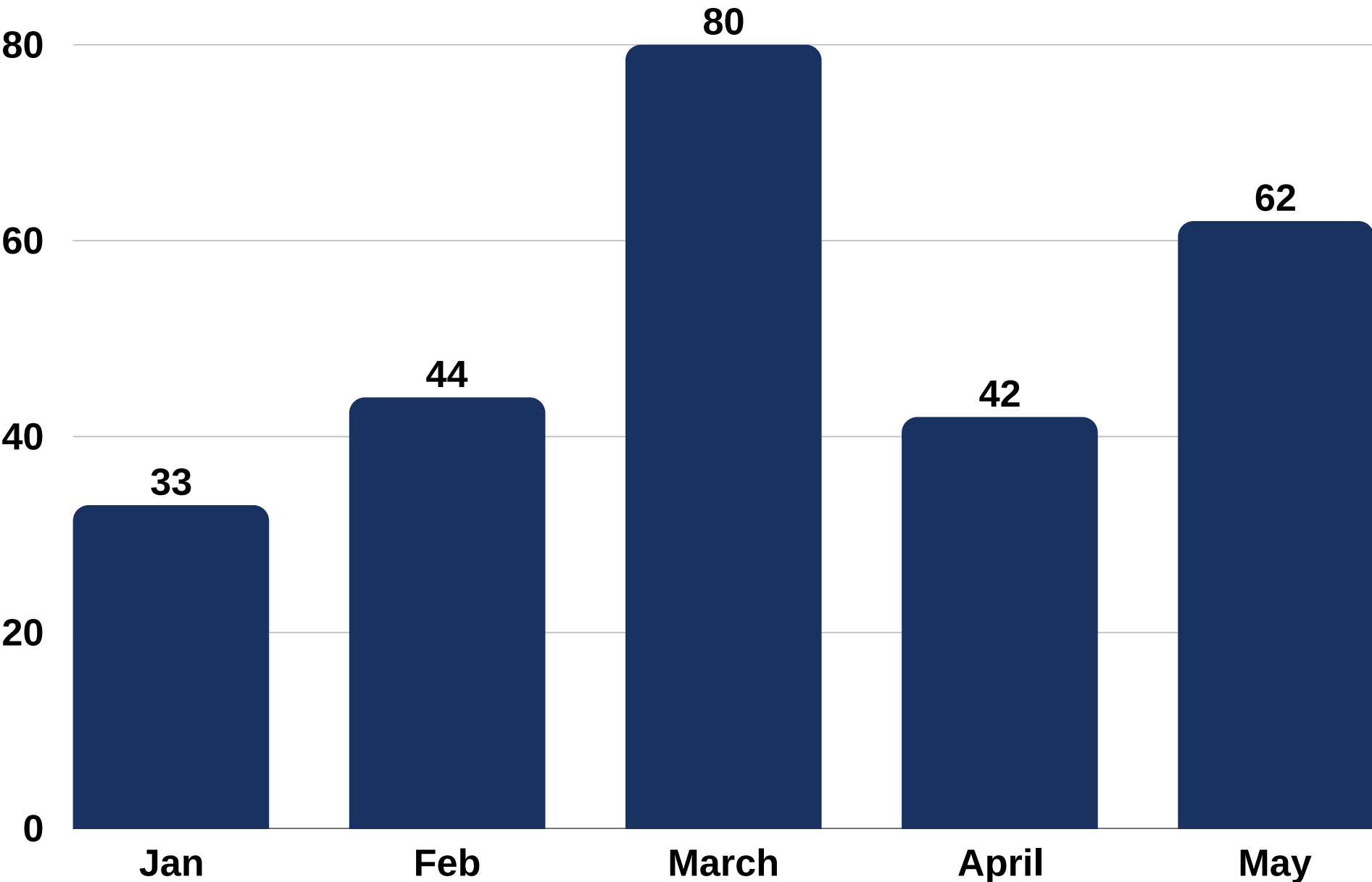
Enhanced Weekend K9 Coverage

Our K9 teams play a key role in public safety, helping detect illegal firearms and narcotics in the downtown area. Gun and drug detection dogs are strategically deployed with an increased presence on weekends, particularly in the Entertainment District, to support enforcement efforts and enhance visibility.

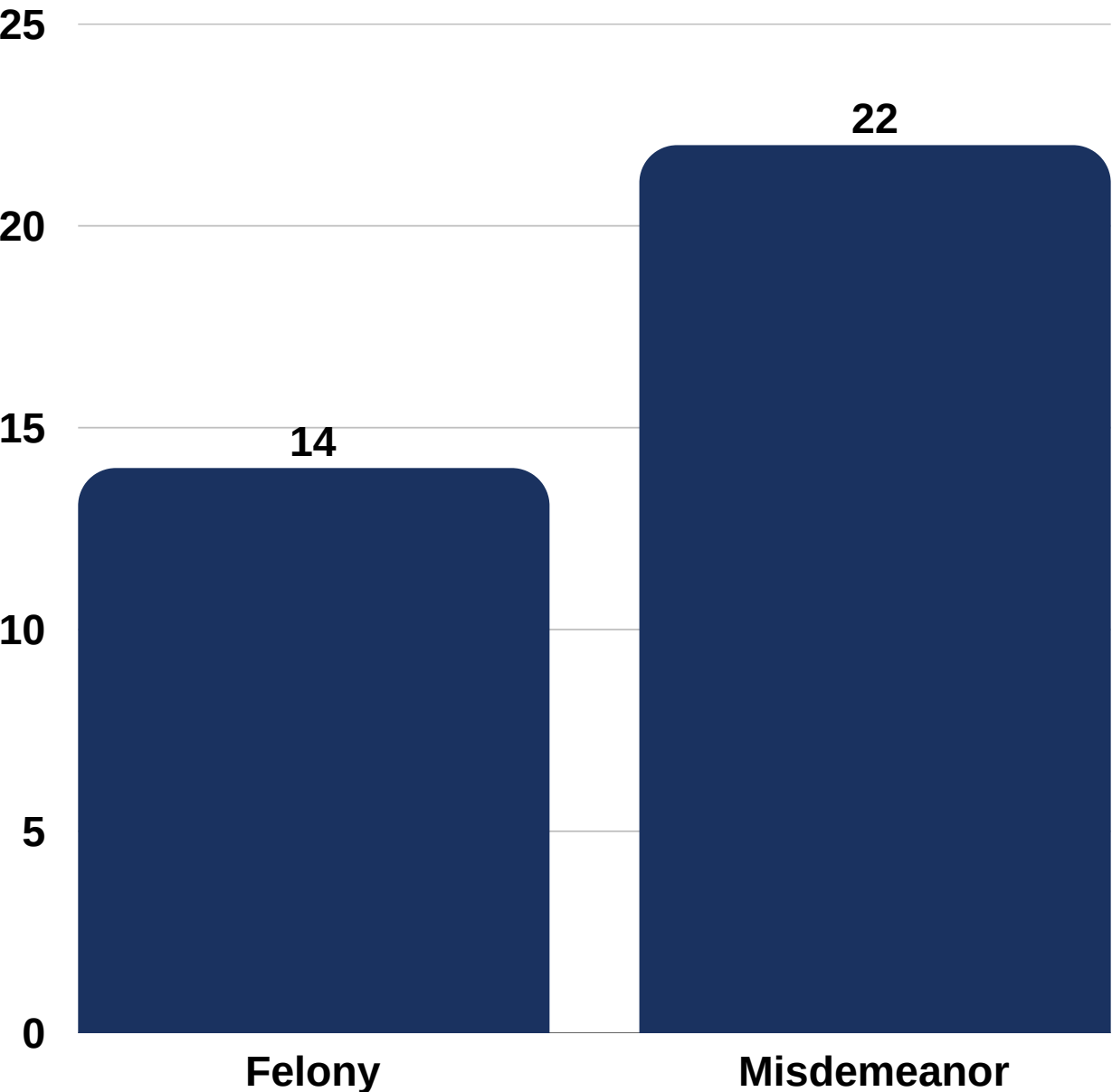
Downtown Command Center

Jan 1, 2026 – May 31, 2026

199 - Assists



36 - Arrests



RECRUITMENT

WITH STATE-OF-THE-ART TECHNOLOGY AND SPACIOUS FACILITIES, THE MPD TRAINING ACADEMY IS EQUIPPED TO TRAIN LARGE CLASSES OF RECRUITS, BUILDING THE NEXT GENERATION OF MEMPHIS OFFICERS.



149th Recruit Session – Graduated on May 21, 2026

- This class had 81 graduates, marking the department's largest graduating class in nearly a decade.

150th Recruit Session – Began on June 1, 2026

- 140 confirmed recruits
- More than 1,000 applications received

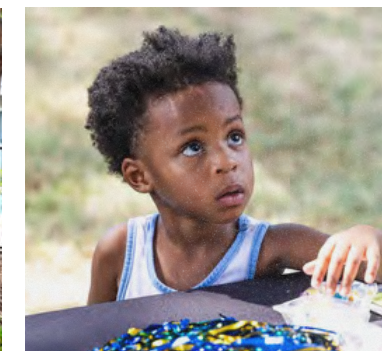
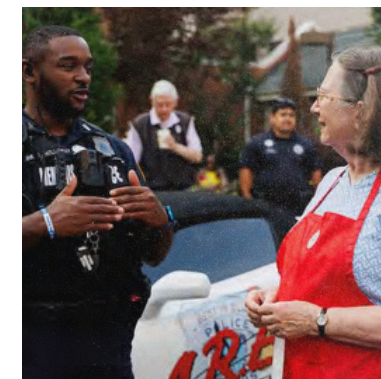
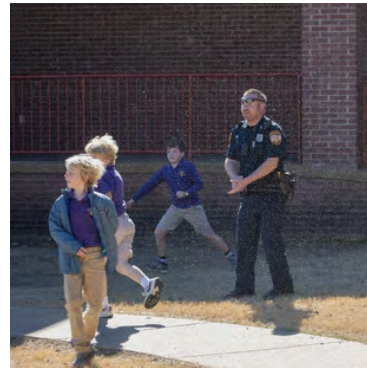
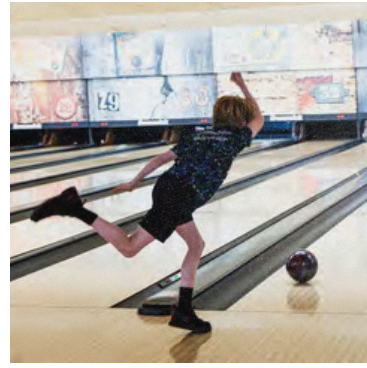
151st Recruit Session

- The application period is open and has generated significant early interest, with over 470 applications submitted.



DARE
TO RESIST DRUGS AND VIOLENCE.

GREAT
Gang Resistance Education And Training



COMMUNITY ENGAGEMENT

The Memphis Police Department's Community Engagement team continues to strengthen connections across the city. The division includes nine dedicated Neighborhood Watch Coordinators, along with countless support personnel involved in programs centered around the community and its citizens. There are currently 341 active Neighborhood Watch groups throughout Memphis, with participation continuing to grow each year. In 2026 alone, Community Engagement officers have knocked on more than 3,200 doors across the city, actively engaging residents and expanding Neighborhood Watch participation one conversation at a time.

Memphis Police Department

THANK YOU!

Chief Cerelyn "CJ" Davis

June 2026

REFERENDUM ORDINANCE NO. XXXX

A referendum ordinance to amend the charter of the City of Memphis, same being Chapter 11 of the acts of 1879, as amended, pursuant to the provisions of Article XI, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) so as to establish professional arbitration for civil service hearings

WHEREAS, Article 11, Section 9 of the Constitution of the State of Tennessee provides that it shall be the duty of the legislative body of such municipality to publish any proposal so made and to submit the same to its qualified voters at a special election which shall be held at least sixty (60) days after such publication and such proposal shall become effective sixty (60) days after approval by a majority of the qualified voters voting thereon; and

WHEREAS, the Charter of the City of Memphis establishes procedures governing civil service employee appeals, including the review of disciplinary actions; and

WHEREAS, the current appeals process relies in part on review by volunteer legal professionals, and the City Council desires to provide for the option of using professional arbitrators as an alternative to promote consistency and efficiency; and

WHEREAS, it is deemed advisable to submit such proposed amendment to the qualified voters of the City of Memphis for their consideration; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the present Charter of said City consisting of the provisions of the Act of the State of Tennessee for the year 1879, Chapter 11, as amended, and pursuant to Article 11, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) the following proposal shall be published and submitted by the City of Memphis to its qualified voters at the next state general election, and which shall be held at least sixty (60) days after such publication:

Section 1. Question

“Shall the City of Memphis Charter be amended to authorize the Mayor and the City Council to establish procedures for the arbitration of Civil Service employee appeals?”

| | |
|-----------------------|-------|
| FOR THE AMENDMENT | (YES) |
| AGAINST THE AMENDMENT | (NO) |

I, Walter Person, Director of Finance for the City of Memphis, do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is directed to cause this Ordinance, as finally adopted, to be published immediately after adoption in accordance with Article XI, Section 9 of the Tennessee Constitution.

Section 3. Certification and Delivery to the Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the State General election on November 3, 2026, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in the next state general election:

“Shall the City of Memphis Charter be amended to authorize the Mayor and the City Council to establish procedures for the arbitration of Civil Service employee appeals?”

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on November 3, 2026, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. Appropriation for Costs.

BE IT FURTHER ORDAINED, That the Mayor be and is hereby authorized to appropriate and expend out of general revenues of the City of Memphis, Tennessee, a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on November 3, 2026, and for the cost of seeking a declaratory judgment as to the enforceability of proposed amendment if approved by the qualified voters of the City.

Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR:
Chase Carlisle

CHAIRPERSON
Jana Swearengen-Washington

REFERENDUM ORDINANCE NO. XXXX

REFERENDUM ORDINANCE TO AMEND THE CHARTER OF THE CITY OF MEMPHIS, SAME BEING CHAPTER 11 OF THE ACTS OF 1879, AS AMENDED, PURSUANT TO PROVISIONS OF ARTICLE XI, §9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT), SO AS TO ESTABLISH LOBBYIST REGISTRATION AND DISCLOSURE REQUIREMENTS, AND TO SUBMIT THE PROPOSED REFERENDUM ORDINANCE TO THE QUALIFIED VOTERS OF THE CITY OF MEMPHIS AT THE NEXT STATE GENERAL ELECTION

WHEREAS, Article 11, Section 9 of the Constitution of the State of Tennessee provides that it shall be the duty of the legislative body of such municipality to publish any proposal so made and to submit the same to its qualified voters at a special election which shall be held at least sixty (60) days after such publication and such proposal shall become effective sixty (60) days after approval by a majority of the qualified voters voting thereon; and

WHEREAS, cities across the country have implemented lobbyist registration requirements to regulate lobbying activities and to help promote local governmental transparency, thereby fostering public confidence in elected and appointed officers and government employees; and

WHEREAS, the Memphis City Council recognizes that First Amendment Rights must be safeguarded and endeavors to do so in all circumstances, including ensuring city government functions to serve the needs of all citizens; and

WHEREAS, establishing a lobbyist registration requirement that requires lobbyists to register annually and to file their state-mandated disclosure statements with the City of Memphis will enhance a robust, inclusive, and transparent public process; and

WHEREAS, it is deemed advisable to submit such proposed amendment to the qualified voters of the City of Memphis for their consideration; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS that the present Charter of said City consisting of the provisions of the Act of the State of Tennessee for the year 1879, Chapter 11, as amended, and pursuant to Article 11, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) the following proposal shall be published and submitted by the City of Memphis to its qualified voters at the next state general election, and which shall be held at least sixty (60) days after such publication:

Section 1. Question

Shall the Home Rule Charter of the City of Memphis, Tennessee, be amended to require the Memphis City Council, by ordinance, to create a lobbyist registration and disclosure process to ensure transparency and accountability?

| | |
|-----------------------|-------|
| FOR THE AMENDMENT | (YES) |
| AGAINST THE AMENDMENT | (NO) |

I, Walter Person, Director of Finance for the City of Memphis, do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

Section 2. Publication of Home Rule Amendment

BE IT FURTHER ORDAINED, That the Comptroller is directed to cause this Ordinance, as finally adopted, to be published immediately after adoption in accordance with Article XI, Section 9 of the Tennessee Constitution.

Section 3. Certification and Delivery to the Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the State General election on November 3, 2026, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and Preference.

BE IT FURTHER ORDAINED, That the Comptroller of the City of Memphis is hereby directed to deliver a copy of this Ordinance to the Shelby County Election Commission, together with a suggested proposal and the following form of preference to be placed on the ballot in the next state general election:

Shall the Home Rule Charter of the City of Memphis, Tennessee, be amended to require the Memphis City Council, by ordinance, to create a lobbyist registration and disclosure process to ensure transparency and accountability?

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on November 3, 2026, the public welfare requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. Appropriation for Costs.

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Section 8. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, That if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, That this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

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

SPONSOR:

Chase Carlisle

CHAIRPERSON

Jana Swearngen-Washington