

**Items 2-3**

**(See Committee Documents)**

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

**ONE ORIGINAL  
ONLY STAPLED  
TO DOCUMENTS**

**Planning & Development  
DIVISION**

**Planning & Zoning COMMITTEE: 7/11/2023**

**DATE**

**PUBLIC SESSION: 7/11/2023**

**DATE**

**ITEM (CHECK ONE)**

       ORDINANCE      X   RESOLUTION           REQUEST FOR PUBLIC HEARING

**ITEM DESCRIPTION:** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving a planned development at the subject property located at 3337 Overton Crossing St., known as case PD 23-09

**CASE NUMBER:** PD 23-09

**LOCATION:** 3337 Overton Crossing St.

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

**OWNER/APPLICANT:** Cash America Central, Inc.

**REPRESENTATIVE:** SR Consulting

**EXISTING ZONING:** Commercial Mixed Use – 1 (CMU-1)

**REQUEST:** New planned development and outline plan conditions to allow the expansion of an existing pawn shop at 3337 Overton Crossing St.

**AREA:** +/-0.543 acres

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

**RECOMMENDED COUNCIL ACTION:** **Public Hearing Not Required**  
Hearing – July 11, 2023

**PRIOR ACTION ON ITEM:**

<u>(1)</u>	APPROVAL - (1) APPROVED (2) DENIED
<u>06/8/2023</u>	DATE
<u>(1) Land Use Control Board</u>	ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE

**FUNDING:**

<u>(2)</u>	REQUIRES CITY EXPENDITURE - (1) YES (2) NO
<u>\$</u>	AMOUNT OF EXPENDITURE
<u>\$</u>	REVENUE TO BE RECEIVED

**SOURCE AND AMOUNT OF FUNDS**

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

**ADMINISTRATIVE APPROVAL:**

<u>      </u>	<u>      </u>	<u>      </u>
	<b>DATE</b>	<b>POSITION</b>
<u>      </u>	<u>      </u>	PLANNER III
<u>      </u>	<u>      </u>	DEPUTY ADMINISTRATOR
<u>      </u>	<u>      </u>	ADMINISTRATOR
<u>      </u>	<u>      </u>	DIRECTOR (JOINT APPROVAL)
<u>      </u>	<u>      </u>	COMPTROLLER
<u>      </u>	<u>      </u>	FINANCE DIRECTOR
<u>      </u>	<u>      </u>	CITY ATTORNEY

              **CHIEF ADMINISTRATIVE OFFICER**

              **COMMITTEE CHAIRMAN**



## Memphis City Council Summary Sheet

### PD 23-09

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 3337 OVERTON CROSSING STREET, KNOWN AS CASE PD 23-09

- This item is a resolution with conditions to allow a new planned development and outline plan conditions to allow the expansion of an existing pawn shop at 3337 Overton Crossing Street; 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, June 8, 2023**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** PD 23-09

**LOCATION:** 3337 Overton Crossing St.

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

**OWNER/APPLICANT:** Cash America Central, Inc.

**REPRESENTATIVE:** SR Consulting

**EXISTING ZONING:** Commercial Mixed Use – 1 (CMU-1)

**REQUEST:** New planned development and outline plan conditions to allow the expansion of an existing pawn shop at 3337 Overton Crossing St.

**AREA:** +/-0.543 acres

**The following spoke in support of the application:** Cindy Reaves

**The following spoke in opposition the application:** Anthony Anderson

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 4-2 with one member abstaining on the regular agenda.**

Respectfully,



Seth Thomas  
Planner III  
Land Use and Development Services  
Division of Planning and Development

Cc: Committee Members  
File



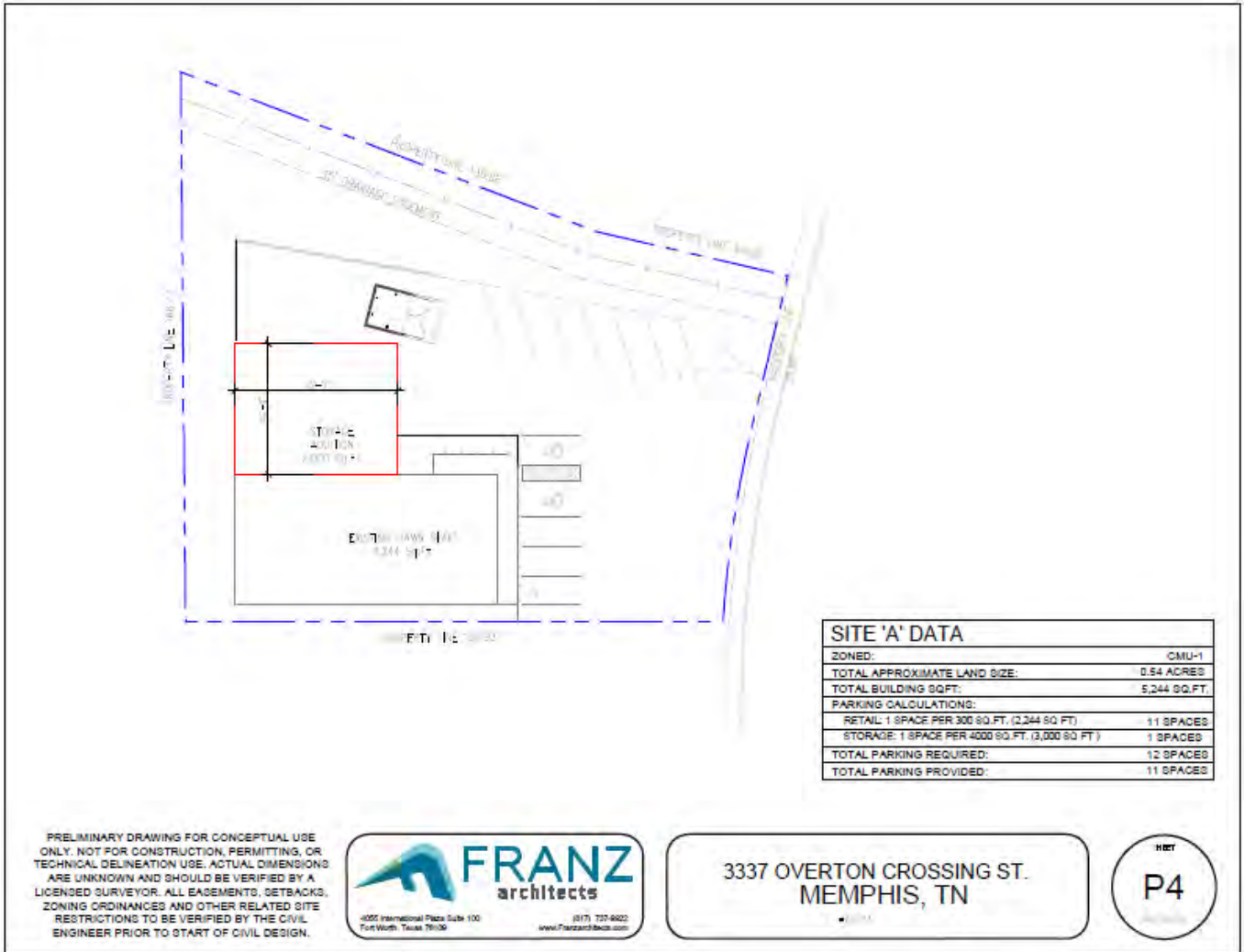
**PD 23-09  
CONDITIONS**

**Outline Plan Conditions**

- I. Uses Permitted:
  - A. Any use permitted in the CMU-1 District including a Pawn Shop. No Payday loans, Title loan or Flexible loans permitted. The hours of operation will be 10 AM to 6 PM Monday through Friday and 10 AM to 5 PM Saturday. The business is not open on Sundays.
  - B. No sale of guns or ammunition permitted.
- II. Bulk Regulations: The bulk regulations of the CMU-1 District shall apply.
- III. Access, Parking and Circulation:
  - A. The design and location of curb cuts shall be subject to review and approval by the City Engineer.
  - B. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.
  - C. 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.
- IV. Landscaping, Screening & Lighting:
  - A. All refuse containers shall be completely screened from view from all adjacent properties and public roads.
  - B. All outdoor lighting shall be directed downward to the extent possible and shall not glare into public rights-of-way or onto adjacent properties.
  - C. All required landscaping and screening shall not conflict with any easements and shall not be placed on any sewer or drainage easements.
  - D. A Landscape plan shall be recorded with the final plat.
- V. Signs:
  - A. Attached and detached signs shall be permitted in accordance with CMU-1 District regulations.

- VI. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented.
- VII. A final plan for recording shall be filed within five (5) years of approval by the Memphis City Council. The Land Use Control Board may grant extensions at the request of the applicant.
- VIII. Any final plan shall include the following:
  - A. The Outline Plan Conditions.
  - B. A Standard Subdivision Contract, if necessary, as required in Section 5.5 of Unified Development Code for any needed public improvements.
  - C. The exact location and dimensions, including height of all buildings or buildable areas, parking areas, and drives.
  - D. The number of employee parking, loading and docking spaces.
  - E. The location and ownership, whether public or private of any easement(s).
  - F. The one-hundred (100) year flood elevation.
  - G. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plan.
  - H. Landscape Plan and elevations shall be recorded with the final plat.

# CONCEPT PLAN

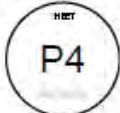


SITE 'A' DATA	
ZONED:	CMU-1
TOTAL APPROXIMATE LAND SIZE:	0.54 ACRES
TOTAL BUILDING SQFT:	5,244 SQ.FT.
PARKING CALCULATIONS:	
RETAIL: 1 SPACE PER 300 SQ. FT. (2,244 SQ. FT.)	11 SPACES
STORAGE: 1 SPACE PER 4000 SQ. FT. (2,000 SQ. FT.)	1 SPACES
TOTAL PARKING REQUIRED:	12 SPACES
TOTAL PARKING PROVIDED:	11 SPACES

PRELIMINARY DRAWING FOR CONCEPTUAL USE ONLY. NOT FOR CONSTRUCTION, PERMITTING, OR TECHNICAL DELINEATION USE. ACTUAL DIMENSIONS ARE UNKNOWN AND SHOULD BE VERIFIED BY A LICENSED SURVEYOR. ALL EASEMENTS, SETBACKS, ZONING ORDINANCES AND OTHER RELATED SITE RESTRICTIONS TO BE VERIFIED BY THE CIVIL ENGINEER PRIOR TO START OF CIVIL DESIGN.



3337 OVERTON CROSSING ST.  
MEMPHIS, TN



**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 3337 OVERTON CROSSING STREET, KNOWN AS CASE NUMBER PD 23-09**

---

**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 Cash America Central Inc. filed an application with the Memphis and Shelby County Division of Planning and Development to allow a new planned development and outline plan conditions to allow the expansion of an existing pawn shop 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 June 8, 2023, and said Board has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Council of the City of Memphis; and

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

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

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

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

***ATTEST:***

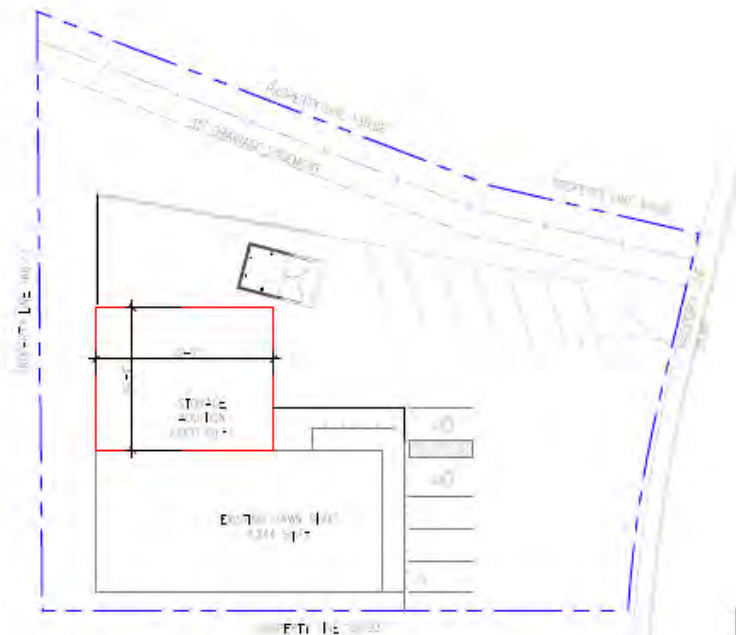
**CC: Division of Planning and Development  
– Land Use and Development Services  
– Office of Construction Enforcement**

## Outline Plan Conditions

- I. Uses Permitted:
  - A. Any use permitted in the CMU-1 District including a Pawn Shop. No Payday loans, Title loan or Flexible loans permitted. The hours of operation will be 10 AM to 6 PM Monday through Friday and 10 AM to 5 PM Saturday. The business is not open on Sundays.
  - B. No sale of guns or ammunition permitted.
- II. Bulk Regulations: The bulk regulations of the CMU-1 District shall apply.
- III. Access, Parking and Circulation:
  - A. The design and location of curb cuts shall be subject to review and approval by the City Engineer.
  - B. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.
  - C. 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.
- IV. Landscaping, Screening & Lighting:
  - A. All refuse containers shall be completely screened from view from all adjacent properties and public roads.
  - B. All outdoor lighting shall be directed downward to the extent possible and shall not glare into public rights-of-way or onto adjacent properties.
  - C. All required landscaping and screening shall not conflict with any easements and shall not be placed on any sewer or drainage easements.
  - D. A Landscape plan shall be recorded with the final plat.
- V. Signs:
  - A. Attached and detached signs shall be permitted in accordance with CMU-1 District regulations.

- VI. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented.
- VII. A final plan for recording shall be filed within five (5) years of approval by the Memphis City Council. The Land Use Control Board may grant extensions at the request of the applicant.
- VIII. Any final plan shall include the following:
  - A. The Outline Plan Conditions.
  - B. A Standard Subdivision Contract, if necessary, as required in Section 5.5 of Unified Development Code for any needed public improvements.
  - C. The exact location and dimensions, including height of all buildings or buildable areas, parking areas, and drives.
  - D. The number of employee parking, loading and docking spaces.
  - E. The location and ownership, whether public or private of any easement(s).
  - F. The one-hundred (100) year flood elevation.
  - G. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plan.
  - H. Landscape Plan and elevations shall be recorded with the final plat.

# CONCEPT PLAN



SITE 'A' DATA	
ZONED:	CMU-1
TOTAL APPROXIMATE LAND SIZE:	0.54 ACRES
TOTAL BUILDING SQFT:	5,244 SQ. FT.
PARKING CALCULATIONS:	
RETAIL: 1 SPACE PER 300 SQ. FT. (2,244 SQ. FT.)	11 SPACES
STORAGE: 1 SPACE PER 4,000 SQ. FT. (2,000 SQ. FT.)	1 SPACES
TOTAL PARKING REQUIRED:	12 SPACES
TOTAL PARKING PROVIDED:	11 SPACES

PRELIMINARY DRAWING FOR CONCEPTUAL USE ONLY. NOT FOR CONSTRUCTION, PERMITTING, OR TECHNICAL DELINEATION USE. ACTUAL DIMENSIONS ARE UNKNOWN AND SHOULD BE VERIFIED BY A LICENSED SURVEYOR. ALL EASEMENTS, SETBACKS, ZONING ORDINANCES AND OTHER RELATED SITE RESTRICTIONS TO BE VERIFIED BY THE CIVIL ENGINEER PRIOR TO START OF CIVIL DESIGN.



3337 OVERTON CROSSING ST.  
MEMPHIS, TN





AGENDA ITEM: 9

**CASE NUMBER:** PD 2023-09 **L.U.C.B. MEETING:** June 8, 2023

**DEVELOPMENT:** Cash America Planned Development

**LOCATION:** 3337 Overton Crossing

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

**OWNER/APPLICANT:** Cash America Central, Inc.

**REPRESENTATIVE:** SR Consulting

**REQUEST:** New planned development and outline plan conditions to allow the expansion of an existing pawn shop

**AREA:** +/-0.543 acres

**EXISTING ZONING:** Commercial Mixed Use – 1 (CMU-1)

## CONCLUSIONS

1. The applicant is requesting a new planned development to allow for the expansion of a legal nonconforming pawn shop.
2. The applicant intends to convert the site into a new prototype building. The proposed outline plan condition will remove the buildings legal nonconforming status and bring other aspects of the site into conformity with the Unified Development Code.
3. In staff's opinion, the proposed development will 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.

## CONSISTENCY WITH MEMPHIS 3.0

This proposal is inconsistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 19-21 of this report.

## RECOMMENDATION

*Rejection*

**GENERAL INFORMATION**

**Street Frontage:** Overton Crossing Street +/-103.2 curvilinear feet  
**Zoning Atlas Page:** 1735  
**Parcel ID:** 072011 00048  
**Existing Zoning:** Commercial Mixed Use – 1 (CMU-1)

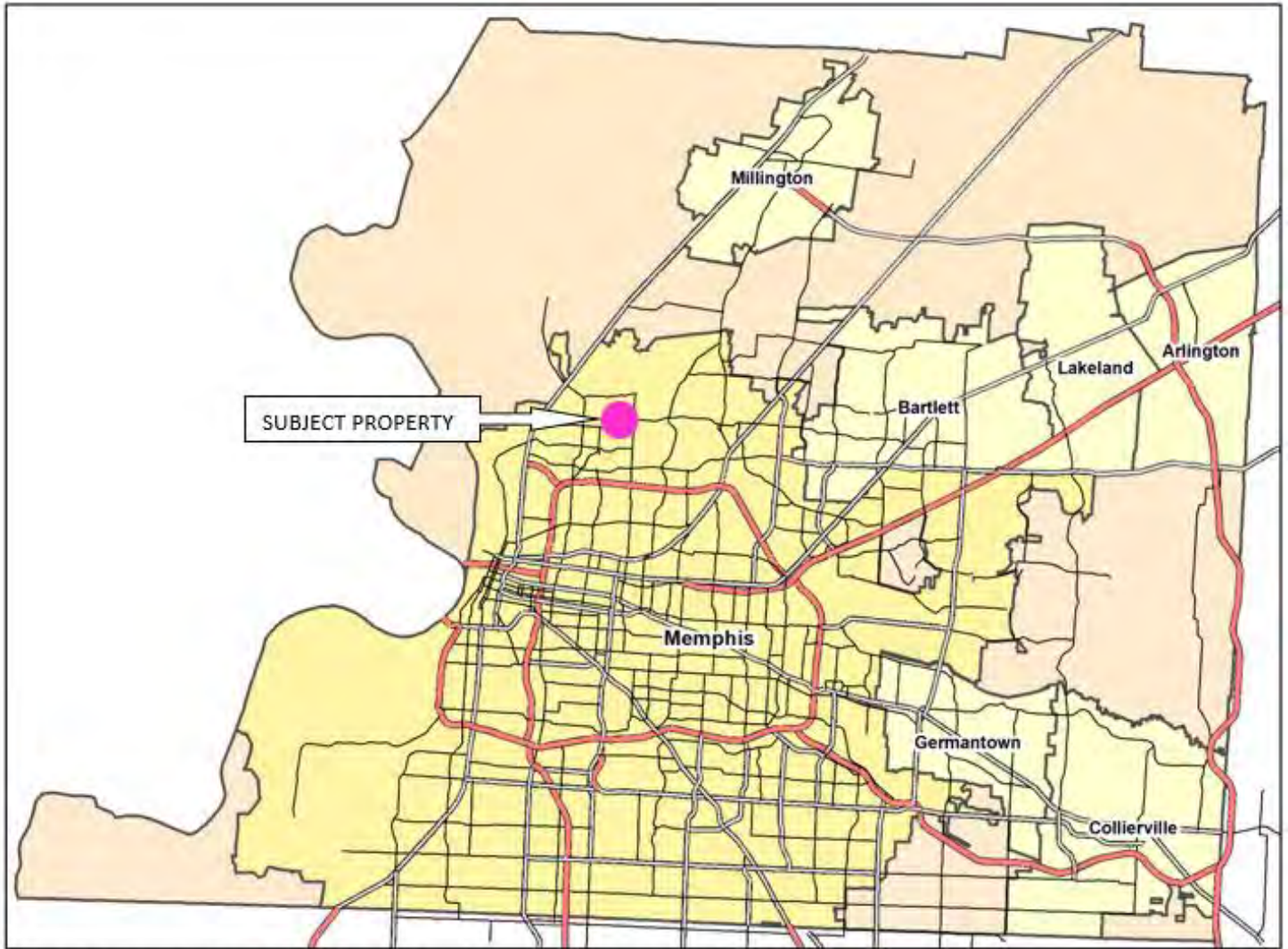
**NEIGHBORHOOD MEETING**

The meeting was held at 5:30 PM on Wednesday, June 25, 2023, at 3337 Overton Crossing.

**PUBLIC NOTICE**

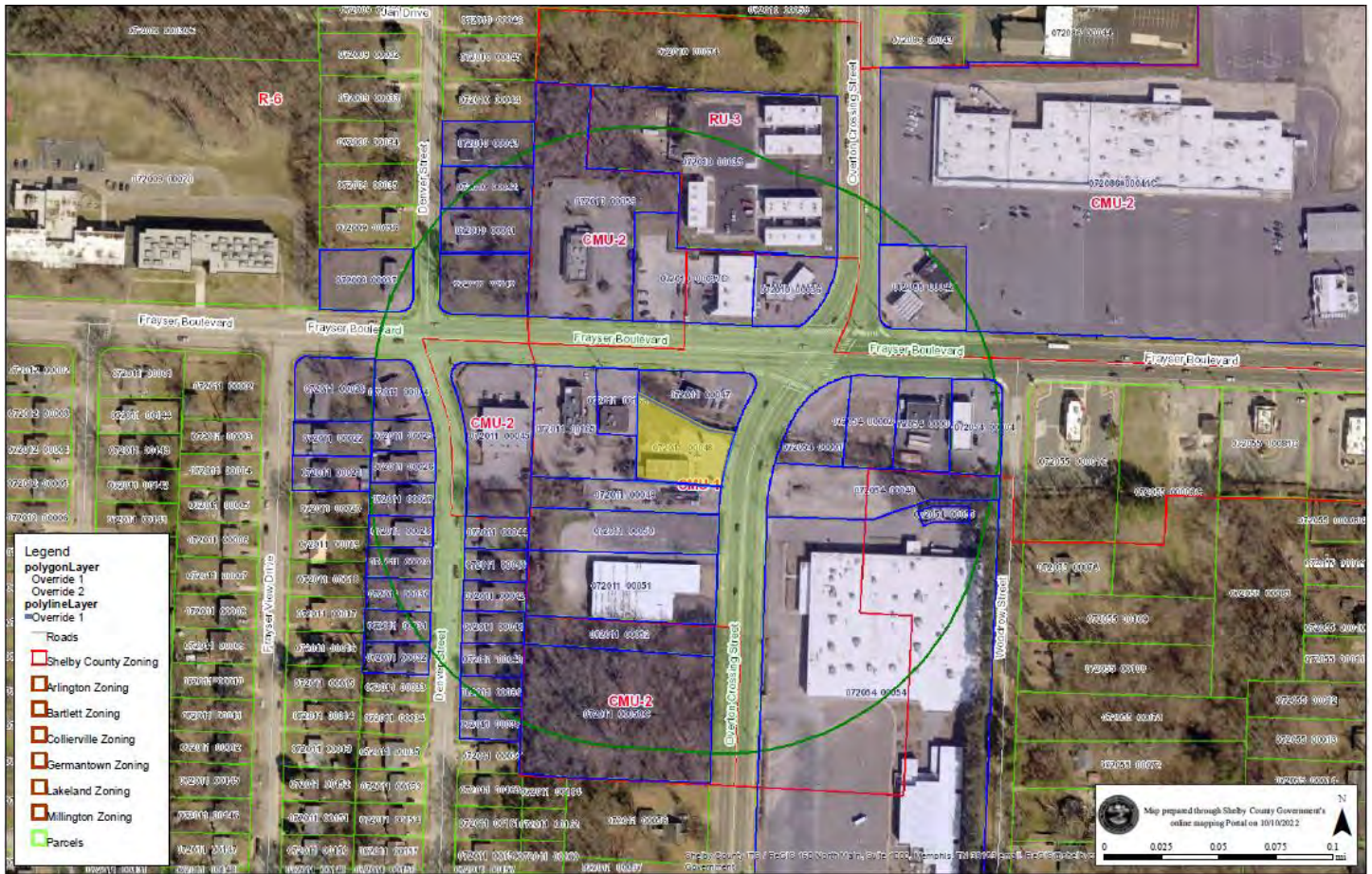
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 50 notices were mailed on May 22, 2023, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

**LOCATION MAP**



Subject property located within the pink circle, Frayser neighborhood

VICINITY MAP



Subject property highlighted in yellow

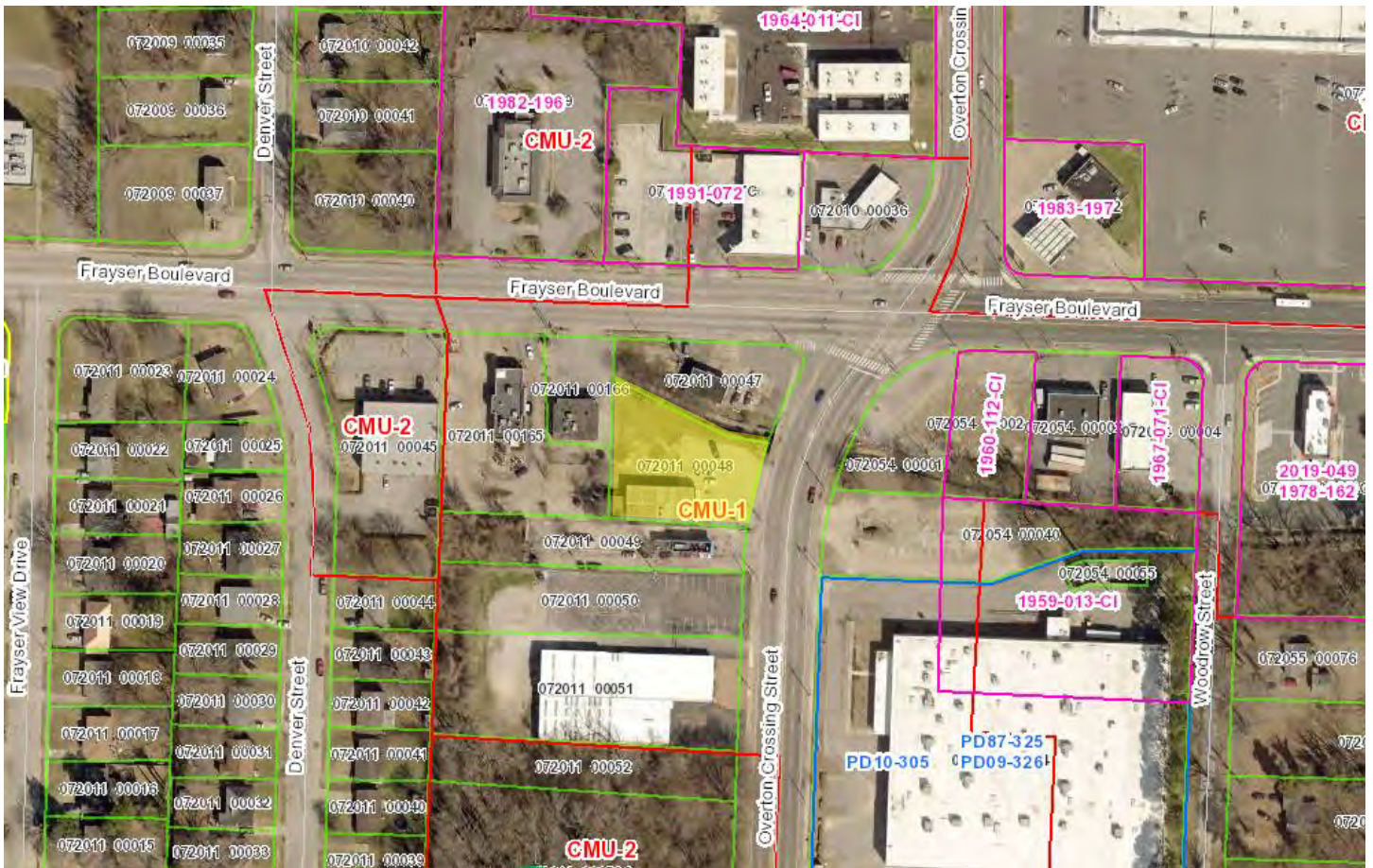


**AERIAL**



Subject property outlined in yellow

**ZONING MAP**



Subject property highlighted in yellow

**Existing Zoning:** Commercial Mixed Use – 1 (CMU-1)

**Surrounding Zoning**

**North:** CMU-1, CMU-2, Office General, BOA 91-072, BOA 82-196

**East:** CMU-1, PD 10-305, BOA 60-112, BOA 58-013

**South:** CMU-1 and CMU-2

**West:** CMU-2 and R-6



**LAND USE MAP**



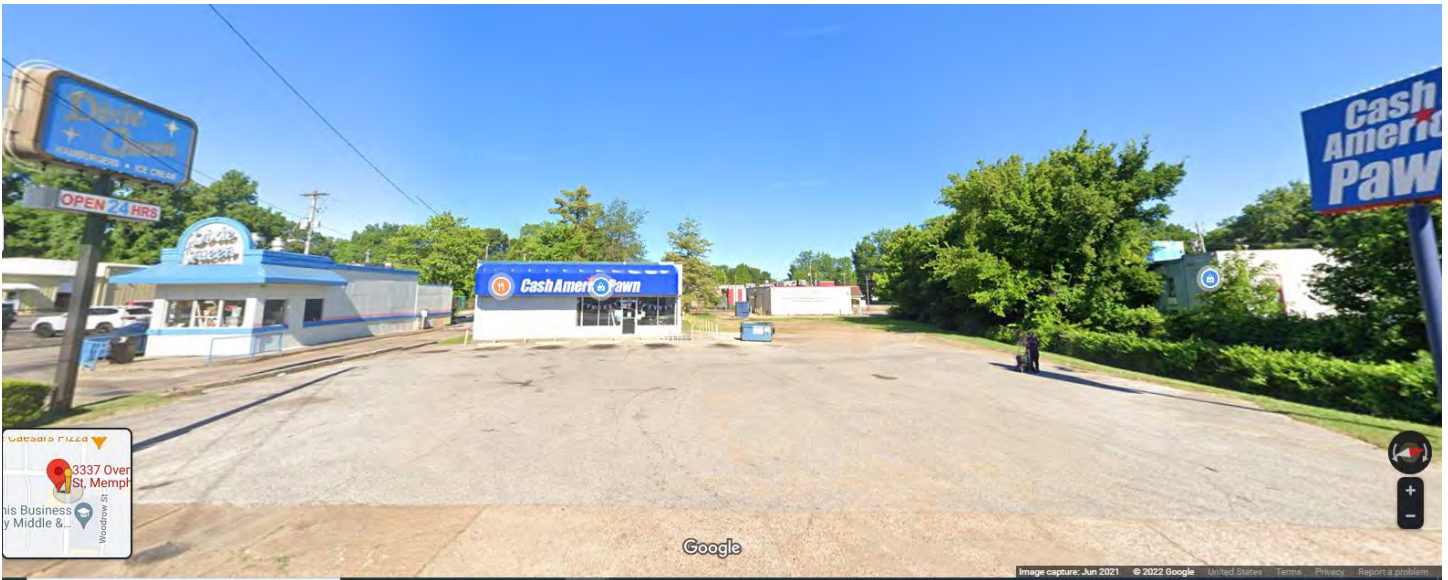
**LandUse**

 SINGLE-FAMILY	 OFFICE
 MULTI-FAMILY	 INDUSTRIAL
 INSTITUTIONAL	 PARKING
 COMMERCIAL	 VACANT
 RECREATIONAL / OPEN SPACE	

Subject property indicated by a pink star



**SITE PHOTOS**

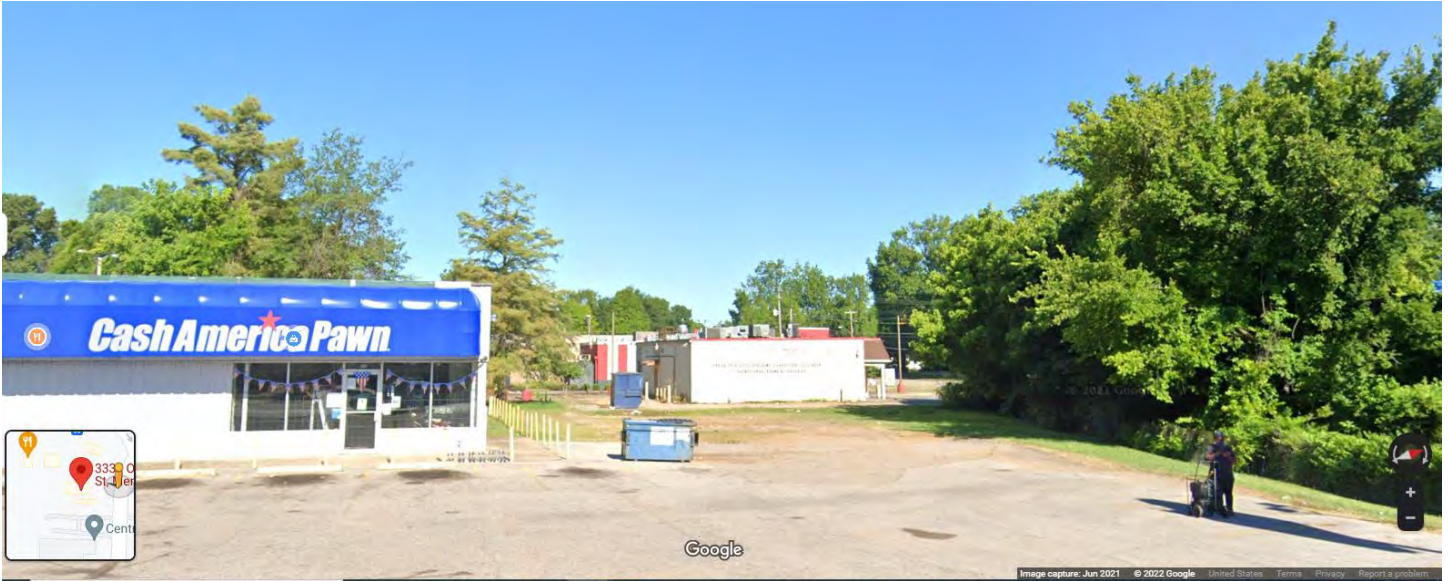


View of subject property from Overton Crossing Street looking west.



View of subject property from Overton Crossing Street looking southwest.





View of proposed expansion area from Overton Crossing Street looking west.

**SURVEY**



CONCEPT PLAN



1 PROPOSED ELEVATION



2 EXISTING ELEVATION

EXTERIOR FINISH SCHEDULE			
ITEM	LOCATION	MANUFACTURER	FINISH
SP. 01	CONCRETE	Y	CONCRETE
SP. 02	CONCRETE	Y	CONCRETE
SP. 03	CONCRETE	Y	CONCRETE
SP. 04	CONCRETE	Y	CONCRETE
SP. 05	CONCRETE	Y	CONCRETE
SP. 06	CONCRETE	Y	CONCRETE
SP. 07	CONCRETE	Y	CONCRETE
SP. 08	CONCRETE	Y	CONCRETE
SP. 09	CONCRETE	Y	CONCRETE
SP. 10	CONCRETE	Y	CONCRETE
SP. 11	CONCRETE	Y	CONCRETE
SP. 12	CONCRETE	Y	CONCRETE
SP. 13	CONCRETE	Y	CONCRETE
SP. 14	CONCRETE	Y	CONCRETE
SP. 15	CONCRETE	Y	CONCRETE
SP. 16	CONCRETE	Y	CONCRETE
SP. 17	CONCRETE	Y	CONCRETE
SP. 18	CONCRETE	Y	CONCRETE
SP. 19	CONCRETE	Y	CONCRETE
SP. 20	CONCRETE	Y	CONCRETE



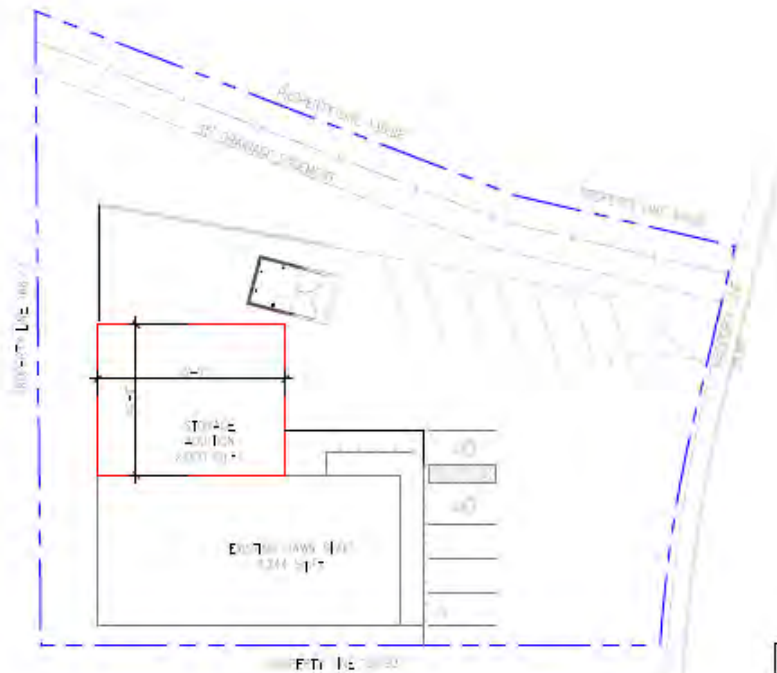


1 PROPOSED ELEVATION



2 EXISTING ELEVATION

**SITE PLAN**



SITE 'A' DATA	
ZONED:	CMU-1
TOTAL APPROXIMATE LAND SIZE:	0.54 ACRES
TOTAL BUILDING SQFT:	5,244 SQ.FT.
PARKING CALCULATIONS:	
RETAIL: 1 SPACE PER 300 SQ.FT. (2,244 SQ.FT.)	11 SPACES
STORAGE: 1 SPACE PER 4000 SQ.FT. (3,000 SQ.FT.)	1 SPACES
TOTAL PARKING REQUIRED:	12 SPACES
TOTAL PARKING PROVIDED:	11 SPACES

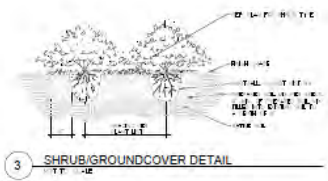
PRELIMINARY DRAWING FOR CONCEPTUAL USE ONLY. NOT FOR CONSTRUCTION, PERMITTING, OR TECHNICAL DELINEATION USE. ACTUAL DIMENSIONS ARE UNKNOWN AND SHOULD BE VERIFIED BY A LICENSED SURVEYOR. ALL EASEMENTS, SETBACKS, ZONING ORDINANCES AND OTHER RELATED SITE RESTRICTIONS TO BE VERIFIED BY THE CIVIL ENGINEER PRIOR TO START OF CIVIL DESIGN.



3337 OVERTON CROSSING ST.  
 MEMPHIS, TN

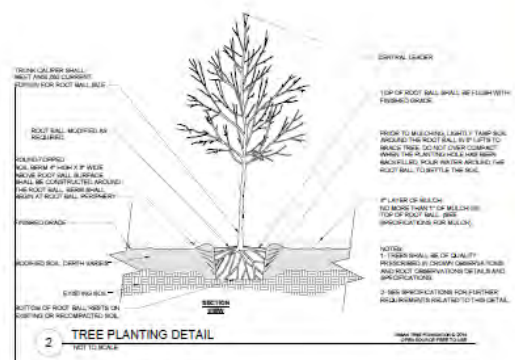


LANDSCAPE PLAN



**MAINTENANCE NOTE**  
 THE CONTRACTOR SHALL MAINTAIN THE PLANTING MATERIALS AND SOIL IN THE PLANTING AREA AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE PLANTING MATERIALS AND SOIL IN THE PLANTING AREA AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE PLANTING MATERIALS AND SOIL IN THE PLANTING AREA AT ALL TIMES.

**PLANTING SPECIFICATIONS**  
 THE CONTRACTOR SHALL MAINTAIN THE PLANTING MATERIALS AND SOIL IN THE PLANTING AREA AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE PLANTING MATERIALS AND SOIL IN THE PLANTING AREA AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE PLANTING MATERIALS AND SOIL IN THE PLANTING AREA AT ALL TIMES.



ITEM	DESCRIPTION	QUANTITY	UNIT
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...



## STAFF ANALYSIS

### Request

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

The request is a new planned development and outline plan conditions to allow the expansion of an existing pawn shop

### 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 Planning Director which shall be forwarded pursuant to provisions*

contained in this Chapter.

- A. *The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.*
- B. *An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.*
- 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 abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies.*
- B. *Display of Merchandise*  
*All business, manufacturing and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure.*
- C. *Accessibility*  
*The site shall be accessible from the proposed street network in the vicinity which will be adequate to carry the anticipated traffic of the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development.*
- D. *Landscaping*  
*Landscaping shall be required to provide screening of objectionable views of uses and the reduction*



*of noise. High-rise buildings shall be located within the development in such a way as to minimize any adverse impact on adjoining low-rise buildings.*

### **Approval Criteria**

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

#### **9.6.9 Approval Criteria**

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

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

### **Site Description**

The subject property is located at 3337 Overton Crossing, zoning Commercial Mixed Use - 1 (CMU-1), in the Frayser Neighborhood. The site is +/-0.543 acres with an existing 3,280 square foot commercial structure. The property has an existing drainage easement that runs along the north property line.

**Conclusions**

The applicant is requesting a new planned development to allow for the expansion of a legal nonconforming pawn shop.

The applicant intends to convert the site into a new prototype building. The proposed outline plan condition will removing the buildings legal nonconforming status and bring other aspects of the site into conformity with the Unified Development Code.

In staff's opinion, the proposed development will 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.

**RECOMMENDATION**

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

**Outline Plan Conditions**

- I. Uses Permitted:
  - A. Any use permitted in the CMU-1 District including a Pawn Shop. No Payday loans, Title loan or Flexible loans permitted. The hours of operation will be 10 AM to 6 PM Monday through Friday and 10 AM to 5 PM Saturday. The business is not open on Sundays.
  - B. No sale of guns or ammunition permitted.
- II. Bulk Regulations: The bulk regulations of the CMU-1 District shall apply.
- III. Access, Parking and Circulation:
  - A. The design and location of curb cuts shall be subject to review and approval by the City Engineer.
  - B. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.
  - C. 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.
- IV. Landscaping, Screening & Lighting:
  - A. All refuse containers shall be completely screened from view from all adjacent properties and public roads.
  - B. All outdoor lighting shall be directed downward to the extent possible and

shall not glare into public rights-of-way or onto adjacent properties.

- C. All required landscaping and screening shall not conflict with any easements and shall not be placed on any sewer or drainage easements.
  - D. A Landscape plan shall be recorded with the final plat.
- V. Signs:
- A. Attached and detached signs shall be permitted in accordance with CMU-1 District regulations.
- VI. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented.
- VII. A final plan for recording shall be filed within five (5) years of approval by the Memphis City Council. The Land Use Control Board may grant extensions at the request of the applicant.
- VIII. Any final plan shall include the following:
- A. The Outline Plan Conditions.
  - B. A Standard Subdivision Contract, if necessary, as required in Section 5.5 of Unified Development Code for any needed public improvements.
  - C. The exact location and dimensions, including height of all buildings or buildable areas, parking areas, and drives.
  - D. The number of employee parking, loading and docking spaces.
  - E. The location and ownership, whether public or private of any easement(s).
  - F. The one-hundred (100) year flood elevation.
  - G. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plan.
  - H. Landscape Plan and elevations shall be recorded with the final plat.

## **DEPARTMENTAL COMMENTS**

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

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

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

### **Sewers:**

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

### **Roads:**

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

### **Traffic Control Provisions:**

7. 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.
8. 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.
9. 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:**

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

**Drainage:**

12. Drainage improvements, including possible on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
13. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
14. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.

**General Notes:**

15. No other utilities or services may occupy sanitary sewer easements in private drives and yards except for crossings.
16. All connections to the sewer shall be at manholes only.
17. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plat.
18. Required landscaping shall not be placed on sewer or drainage easements.

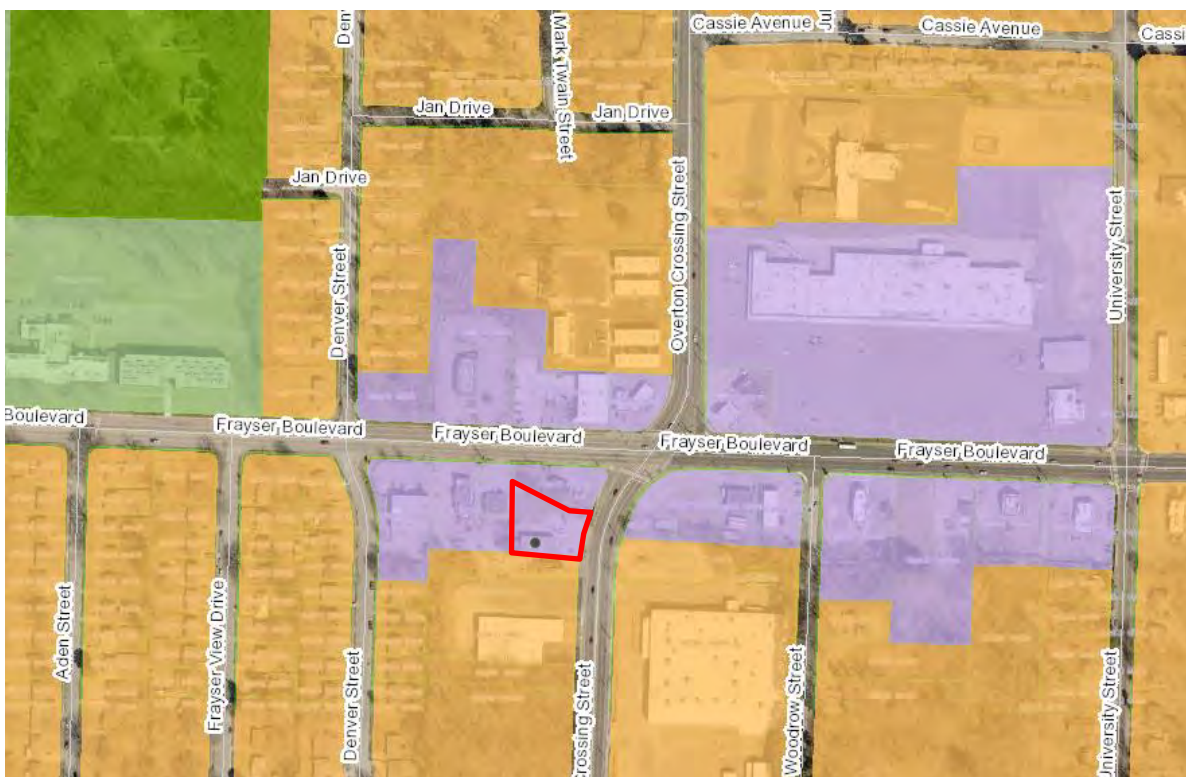
**City/County Fire Division:** No comments received.

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

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

- Shelby County Schools:** No comments received.
- Construction Code Enforcement:** No comments received.
- Memphis Light, Gas and Water:** No comments received.
- Office of Sustainability and Resilience:** No comments received.
- Office of Comprehensive Planning:**

### 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 Main Street (A-NMS) are walkable, mixed-use centers comprised of house-scale buildings, some of which may be attached, lining two facing blocks, sometimes extending for several adjacent blocks. Graphic portrayal of A-NMS is to the right.



#### “A-NMS” Form & Location Characteristics

ACCELERATE - Detached and attached single family, duplexes, triplexes, quadplexes, large homes and apartments, including those with active ground floor commercial uses (including live/work) along sidewalk, as

well as commercial and institutional uses. Height: 1-5 stories. Scales: house-scale and block-scale.

### “A-NMS” Zoning Notes

Generally compatible with the following zone districts: MU, NC, CMU-1, CMU-2 with frontage requirements (MO District) in accordance with Form and characteristics listed above.

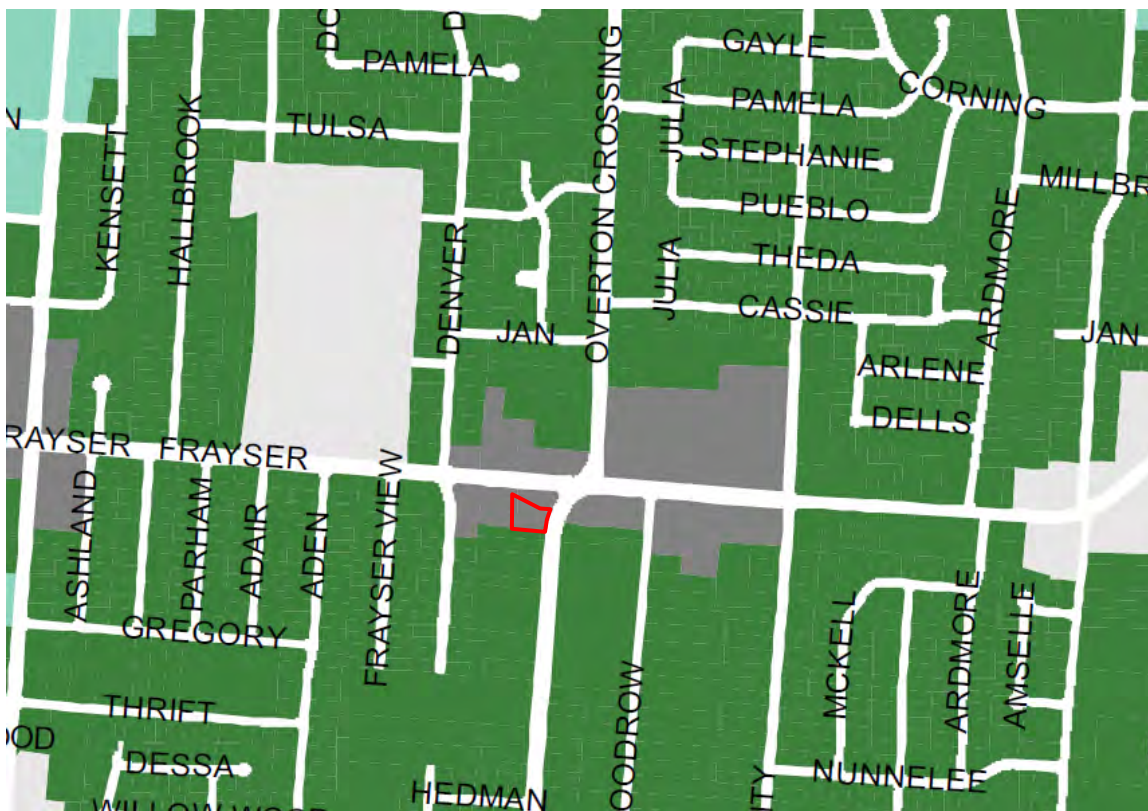
### Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Commercial, CMU-1

Adjacent Land Use and Zoning: Commercial, Industrial, Institutional and Single-Family, CMU-1, CMU-2 and R-6

**Overall Compatibility:** *This requested use is compatible with the land use description/intent, form & location characteristics, and existing, adjacent land use and zoning. However, it is not compatible with the zoning notes as a pawn shop is not allowed in the CMU-1.*

### 3. Degree of Change Map



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

### 4. Degree of Change Description

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

*The proposed application is a private investment. However the proposed development does not promote pedestrian-oriented infill development or attract retail and service uses that cater to large-scale markets.*

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

N/A

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

The parcel is located in the Frayser Planning District and the requested use is not consistent with Frayser Planning District Priority – *Improve the quality of commercial, retail, and restaurant options. Additionally, the proposed use does not align with the vision and desired actions for the Frayser Plaza anchor, which focuses on pedestrian friendly commercial development.*

### Consistency Analysis Summary

*The applicant is seeking a variance to allow expansion and renovation to the existing pawnshop building and site within the CMU-1 zoning district. This analysis will address the consistency of the expansion of the existing building.*

*This requested use is compatible with the land use description/intent, form & location characteristics, zoning notes, and existing, adjacent land use and zoning.*

*The proposed application is a private investment. However the proposed development does not promote pedestrian-oriented infill development or attract retail and service uses that cater to large-scale markets.*

*The parcel is located in the Frayser Planning District and the requested use is not consistent with Frayser Planning District Priority – *Improve the quality of commercial, retail, and restaurant options.**

*Additionally, the proposed use does not align with the vision and desired actions for the Frayser Plaza anchor, which focuses on pedestrian friendly commercial development.*

*Overall the proposed development is not consistent with the future land use in many aspects.*

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

Summary Compiled by: Romana Haque Suravi, Comprehensive Planning.



**APPLICATION**



**Record Summary for Planned Development**

**Record Detail Information**

**Record Type:** Planned Development

**Record Status:** Assignment

**Opened Date:** April 26, 2023

**Record Number:** PD 2023-009

**Expiration Date:**

**Record Name:** First Cash 3337 Overton Crossing

**Description of Work:** Use variance to allow expansion of the existing pawn shop.

**Parent Record Number:** BOA 2023-0011

---

**Address:**

3337 OVERTON CROSSING ST, MEMPHIS 38127

**Owner Information**

**Primary Owner Name**

Y CASH AMERICA CENTRAL INC

**Owner Address:**

1800 W 7TH ST, FORT WORTH, TX 76102

**Owner Phone**

---

**Parcel Information**

072011 00048

---

**Data Fields**

**PREAPPLICATION MEETING**

Name of DPD Planner

Seth Thomas

Date of Meeting

-

Pre-application Meeting Type

-

**GENERAL PROJECT INFORMATION**

Planned Development Type

New Planned Development (PD)

**GENERAL PROJECT INFORMATION**

Previous Docket / Case Number	-
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)	0.543 ACRES
Is this application in response to a citation, stop work order, or zoning letter	No
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information	-

**APPROVAL CRITERIA**

UDC Sub-Section 9.6.9A	SEE APPLICATION
UDC Sub-Section 9.6.9B	SEE APPLICATION
UDC Sub-Section 9.6.9C	SEE APPLICATION
UDC Sub-Section 9.6.9D	SEE APPLICATION
UDC Sub-Section 9.6.9E	SEE APPLICATION
UDC Sub-Section 9.6.9F	SEE APPLICATION

**GENERAL PROVISIONS**

UDC Sub-Section 4.10.3A	SEE APPLICATION
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	SEE APPLICATION
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	SEE APPLICATION
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	SEE APPLICATION
E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements	SEE APPLICATION
F) Lots of record are created with the recording of a planned development final plan	SEE APPLICATION

**GIS INFORMATION**

Central Business Improvement District	No
---------------------------------------	----

**GIS INFORMATION**

Case Layer -  
 Class C  
 Downtown Fire District No  
 Historic District -  
 Land Use COMMERCIAL  
 Municipality MEMPHIS  
 Overlay/Special Purpose District -  
 Zoning CMU-1  
 State Route -  
 Lot 0 20  
 Subdivision KNIGHT & GUY  
 Planned Development District -  
 Wellhead Protection Overlay District -

**Contact Information**

**Name** FIRST CASH **Contact Type** APPLICANT  
**Address**  
**Phone**

**Fee Information**

Invoice #	Fee Item	Quantity	Fee	Status	Balance	Date Assessed
1484787	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	04/28/2023
1484787	Adjustment Fee	500	500.00	INVOICED	0.00	04/28/2023
Total Fee Invoiced:			\$513.00	Total Balance:		\$0.00

**Payment Information**

**Payment Amount** \$513.00 **Method of Payment** Credit Card

**LETTER OF INTENT**





Date: June 1, 2023  
To: Division of Planning & Development  
From: Cindy Reaves  
Re: 3337 Overton Crossing Street

### **LETTER OF INTENT**

We are submitting a Planned Development application for property at 3337 Overton Crossing Street. The property is within the CMU-1 zoning district and the existing pawn shop was previously an approved use in the zoning district. We originally filed a Board of Adjustment case to expand a nonconforming use because they were closing a shop across the street at 2198 Frayser Blvd. but it was converted to a use variance instead of an expansion. A Planned Development will be a better fit for a use variance since it is more restrictive and our proposed enlargement of the building will be a more aesthetically pleasing site for the area than the current site. Section 10.3.2. Enlargement, Repair, Alterations of the UDC seems to allow "Any nonconforming structure may be enlarged, maintained, repaired or altered; provided, however, that no such enlargement, maintenance, repair or alteration shall either create an additional nonconformity or increase the degree of the existing nonconformity of all or any part of such structure." The enlargement of the building to add storage will not increase the degree of the existing nonconformity.

The proposed improvements to the existing building are only cosmetic improvements. They propose to raise the existing parapets to help hide the roof, paint the building and add a thin stone wainscot. These improvements and the expansion will not extend the eventual elimination of the building. The existing building is a very solid structure that was built in 1971. The addition will not extend the life of this building and no structural repairs will be done to the existing building. This will allow us to convert the site to their new prototype building and allow expansion for storage instead of continuing to operate in the current building that needs more storage area. This will not increase the business by adding storage. It will allow for a more orderly way to display their merchandise with storage in the rear expansion area and allow customers a more comfortable environment.

First Cash/Cash America Pawn has been in business since 1988 and has been in the Memphis area for over 25 years with 49 stores in Tennessee with 16 stores in Memphis. First Cash is a leading international operator of pawn stores with over 2,800 locations and 16,000 employees.

The Company's primary business line continues to be the operation of retail pawn stores, also known as "pawnshops," which focus on serving cash and credit-constrained consumers. Pawn stores are neighborhood based retail stores that help customers meet small short-term cash needs by providing

non-recourse pawn loans and buying merchandise directly from customers. Personal property, such as jewelry, electronics, tools, appliances, sporting goods and musical instruments, is pledged and held as collateral for the pawn loans over the typical 30-day term of the loan. Pawn stores also generate retail sales primarily from the merchandise acquired through collateral forfeitures and over-the-counter purchases from customers.

Pawn stores also provide a quick and convenient source of small, secured consumer loans, also known as pawn loans, to unbanked, under-banked and credit-constrained customers. Pawn loans are safe and affordable non-recourse loans for which the customer has no legal obligation to repay. The Company does not engage in post-default collection efforts, does not take legal actions against its customers for defaulted loans, does not ban its customers for nonpayment, nor does it report any negative credit information to credit reporting agencies, but rather, relies only on the resale of the pawn collateral for recovery. Cash America Pawn/First Cash is not a high interest payday loan shop and they do not sell guns or ammunition at this location. Their hours of operation are 9:00 to 6:00 and closed on Sundays.

I have included a document that gives you the background of their corporation along with before and after photos of a few of their renovated locations including the interior look they are looking for the Cash America Site.

The nearby location at 2198 Frayser Blvd., within 1300 feet of the subject tract, will be closed at the same time and the inventory will go to this store that First Cash owns. The nearest pawnshop from the Overton Park site is 5.2 miles at 3305 Austin Peay or 3202 Jackson Ave. is 6.8 miles. This area is not saturated with Pawn shops and the expansion will allow for storage space; it is not to add more retail space. The requested improvements are needed to improve safety, security and accessibility of the site. Improvements to the building, parking, landscaping and irrigation will be made and a masonry dumpster enclosure will be added. This will create a much more appealing site than the existing store and making the improvements of the new prototype building is much more desirable for the area.

We would appreciate your support with this request. Please contact me if you have any questions.

**SIGN AFFIDAVIT**

AFFIDAVIT

Shelby County  
State of Tennessee

I, Kristin Reaves, being duly sworn, depose and say that at 5:32 pm on the 24th day of May, 2023 I posted one Public Notice Sign pertaining to Case No. PD 23-009 on the property located at 3337 Overton Crossing providing notice of a Public Hearing before the June 8, 2023 Land Use Control Board for consideration of a proposed Land Use Action (Planned Development), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto.

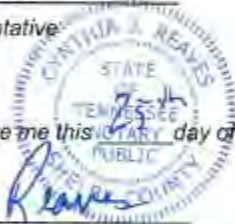
Kristin Reaves  
Owner, Applicant or Representative

05/25/2023

Date

Subscribed and sworn to before me this 24th day of May, 2023

Cynthia J. Reaves  
Notary Public  
My commission expires: 9/29/23









**LETTERS RECEIVED**

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



## Record Summary for Planned Development

### Record Detail Information

Record Type: Planned Development

Record Status: Assignment

Opened Date: April 26, 2023

Record Number: PD 2023-009

Expiration Date:

Record Name: First Cash 3337 Overton Crossing

Description of Work: Use variance to allow expansion of the existing pawn shop.

Parent Record Number: BOA 2023-0011

### Address:

3337 OVERTON CROSSING ST, MEMPHIS 38127

### Owner Information

Primary Owner Name

Y CASH AMERICA CENTRAL INC

Owner Address

1600 W 7TH ST, FORT WORTH, TX 76102

Owner Phone

### Parcel Information

072011 00048

### Data Fields

#### PREAPPLICATION MEETING

Name of DPD Planner

Seth Thomas

Date of Meeting

-

Pre-application Meeting Type

-

#### GENERAL PROJECT INFORMATION

Planned Development Type

New Planned Development (PD)

**GENERAL PROJECT INFORMATION**

Previous Docket / Case Number -  
Medical Overlay / Uptown No  
If this development is located in unincorporated Shelby County, is the tract at least three acres? 0.543 ACRES  
(Note a tract of less than three acres is not eligible for a planned development in unincorporated Shelby County)  
Is this application in response to a citation, stop work order, or zoning letter No  
If yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant information -

**APPROVAL CRITERIA**

UDC Sub-Section 9.6.9A SEE APPLICATION  
UDC Sub-Section 9.6.9B SEE APPLICATION  
UDC Sub-Section 9.6.9C SEE APPLICATION  
UDC Sub-Section 9.6.9D SEE APPLICATION  
UDC Sub-Section 9.6.9E SEE APPLICATION  
UDC Sub-Section 9.6.9F SEE APPLICATION

**GENERAL PROVISIONS**

UDC Sub-Section 4.10.3A SEE APPLICATION  
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 SEE APPLICATION  
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 SEE APPLICATION  
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 SEE APPLICATION  
E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements SEE APPLICATION  
F) Lots of record are created with the recording of a planned development final plan SEE APPLICATION

**GIS INFORMATION**

Central Business Improvement District No

**GIS INFORMATION**

Case Layer -  
Class C  
Downtown Fire District No  
Historic District -  
Land Use COMMERCIAL  
Municipality MEMPHIS  
Overlay/Special Purpose District -  
Zoning CMU-1  
State Route -  
Lot 0 20  
Subdivision KNIGHT & GUY  
Planned Development District -  
Wellhead Protection Overlay District -

---

**Contact Information**

**Name** FIRST CASH **Contact Type** APPLICANT  
**Address**  
  
**Phone**  
-

---

**Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed
1464787	Credit Card Use Fee (.026 x fee)	1	13.00	INVOICED	0.00	04/26/2023
1464787	Adjustment Fee	500	500.00	INVOICED	0.00	04/26/2023
			Total Fee Invoiced: \$513.00	Total Balance: \$0.00		

---

**Payment Information**

**Payment Amount** \$513.00 **Method of Payment** Credit Card

#2720

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

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

**Property Owner's Affidavit**

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, R. Douglas Orr (Print Name)  (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 3337 Overton Crossing St.  
 and further identified by Assessor's Parcel Number 072-011-00048  
 for which an application is being made to the Division of Planning and Development.

Subscribed and sworn to (or affirmed) before me this 23rd day of September in the year of 2022

  
 Signature of Notary Public

9/24/2022  
 My Commission Expires



Date: April 28, 2023

To: Division of Planning & Development

From: Cindy Reaves

Re: 3337 Overton Crossing Street

## **LETTER OF INTENT**

We are submitting a Planned Development application for property at 3337 Overton Crossing Street. The property is within the CMU-1 zoning district and the existing use was previously an approved use in the zoning district. We originally filed a Board of Adjustment case to expand a nonconforming use but it was converted to a use variance. We feel a Planned Development would be a better fit for a use variance since it is more restrictive and our proposed improvements with the addition will be a major improvement. This will allow us to convert this site to their new prototype building and allow expansion and renovation instead of continuing to operate in the current building.

The existing building is constructed of split block and is a very solid structure that was built in 1971. The addition will not extend the life of this building and no structural repairs will be done to the existing building. First Cash has been in business since 1988 and has been in the Memphis area for over 25 years with 49 stores in Tennessee with 16 stores in Memphis. First Cash is a leading international operator of pawn stores with over 2,800 locations and 16,000 employees. The Company's primary business line continues to be the operation of retail pawn stores, also known as "pawnshops," which focus on serving cash and credit-constrained consumers. Pawn stores are neighborhood based retail stores that help customers meet small short-term cash needs by providing non-recourse pawn loans and buying merchandise directly from customers. Personal property, such as jewelry, electronics, tools, appliances, sporting goods and musical instruments, is pledged and held as collateral for the pawn loans over the typical 30-day term of the loan. Pawn stores also generate retail sales primarily from the merchandise acquired through collateral forfeitures and over-the-counter purchases from customers.

Pawn stores also provide a quick and convenient source of small, secured consumer loans, also known as pawn loans, to unbanked, under-banked and credit-constrained customers. Pawn loans are safe and affordable non-recourse loans for which the customer has no legal obligation to repay. The Company does not engage in post-default collection efforts, does not take legal actions against its customers for defaulted loans, does not ban its customers for nonpayment, nor does it report any negative credit information to credit reporting agencies, but rather, relies only on the resale of the



pawn collateral for recovery. Cash America Pawn/First Cash is not a high interest payday loan shop and they do not sell guns or ammunition at this location.

I have included a document that gives you the background of their corporation along with before and after photos of a few of their renovated locations including the interior look they are looking for the Cash America Site.

A nearby location at 2198 Frayser Blvd., within 1300 feet of the subject tract, will be closed at the same time and the inventory will go to this store that First Cash owns. The expansion is needed to improve safety, security and accessibility of the site. Improvements to the building, parking, landscaping and irrigation will be made and a masonry dumpster enclosure will be added. This will create a much more appealing site than the existing store and making the improvements of the new prototype building is much more desirable for the area.

We would appreciate your support with this request. Please contact me if you have any questions.



WHO WE ARE AND THE NEIGHBORHOOD SERVICES WE PROVIDE



---

## FIRSTCASH AT A GLANCE

FIRSTCASH IS A LEADING INTERNATIONAL OPERATOR OF PAWN STORES WITH OVER 2,800 RETAIL PAWN LOCATIONS AND 16,000 EMPLOYEES IN 25 U.S. STATES, THE DISTRICT OF COLUMBIA AND FOUR COUNTRIES IN LATIN AMERICA INCLUDING MEXICO, GUATEMALA, COLOMBIA AND EL SALVADOR

### PAWN INDUSTRY



PAWN STORES ARE NEIGHBORHOOD-BASED RETAIL LOCATIONS THAT BUY AND SELL PRE-OWNED CONSUMER PRODUCTS SUCH AS JEWELRY, ELECTRONICS, TOOLS, APPLIANCES, SPORTING GOODS AND MUSICAL INSTRUMENTS, AND MAKE SMALL CONSUMER PAWN LOANS

### MISSION



PROVIDE A QUICK AND CONVENIENT LOCATION TO BUY AND SELL VALUE-PRICED MERCHANDISE AND OBTAIN SMALL SECURED CONSUMER LOANS, ALSO KNOWN AS PAWN LOANS, TO UNBANKED, UNDER-BANKED AND CREDIT-CHALLENGED CUSTOMERS

### BUSINESS STRATEGY



GROW REVENUES AND INCOME BY OPENING NEW RETAIL PAWN LOCATIONS, ACQUIRING EXISTING PAWN STORES IN STRATEGIC MARKETS AND INCREASING REVENUE AND OPERATING PROFITS IN EXISTING STORES

*"ABOUT 53 MILLION U.S. ADULTS DON'T HAVE CREDIT SCORES. ANOTHER ROUGHLY 56 MILLION HAVE SUBPRIME SCORES. SOME HAVE A CHECKERED BORROWING HISTORY OR HIGH DEBT LOADS. BUT OTHERS, BANKS POINT OUT, JUST DON'T HAVE TRADITIONAL BORROWING BACKGROUNDS, OFTEN BECAUSE THEY ARE NEW TO THE U.S. OR PAY FOR MOST EXPENSES WITH CASH"*

*— THE WALL STREET JOURNAL*

# FIRSTCASH HISTORY

LONG-TERM BUSINESS PLAN IS TO GROW REVENUES AND INCOME BY OPENING NEW (“DE NOVO”) RETAIL PAWN LOCATIONS, ACQUIRING EXISTING PAWN STORES IN STRATEGIC MARKETS, DRIVING SAME-STORE SALES, AND STRATEGIC ACQUISITIONS

**American First Finance**  
 AMERICAN FIRST FINANCE ACQUISITION:  
 (ENTRANCE INTO POS PAYMENTS MARKET)



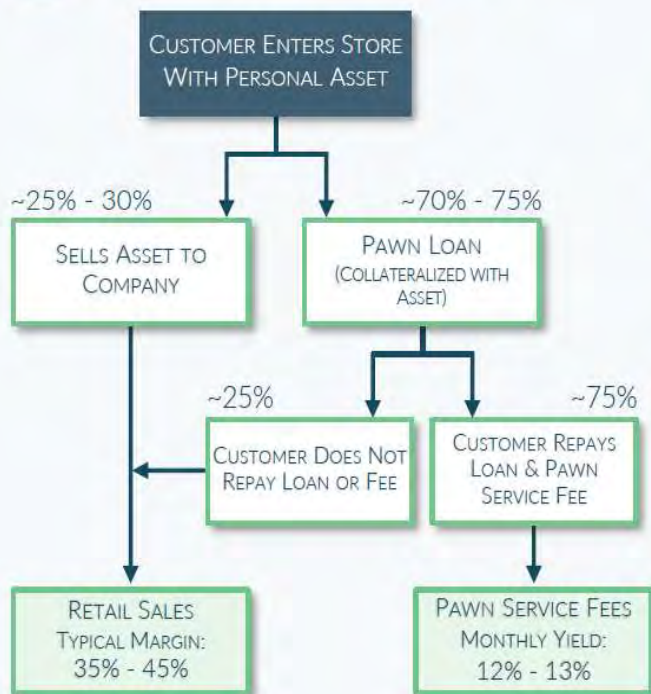


# PAWN LOAN OVERVIEW

NON-RECOURSE LOANS FULLY COLLATERALIZED WITH PERSONAL PROPERTY

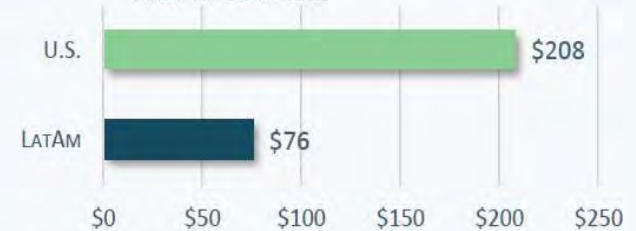
## TYPICAL PAWN TRANSACTION CYCLE

TOTAL TRANSACTION TIME LESS THAN 15 MINUTES



## PAWN LOANS ARE SMALL AND AFFORDABLE WITH A SHORT DURATION

- TYPICALLY 30-TO-60-DAY TERM
- AVERAGE LOAN SIZE:



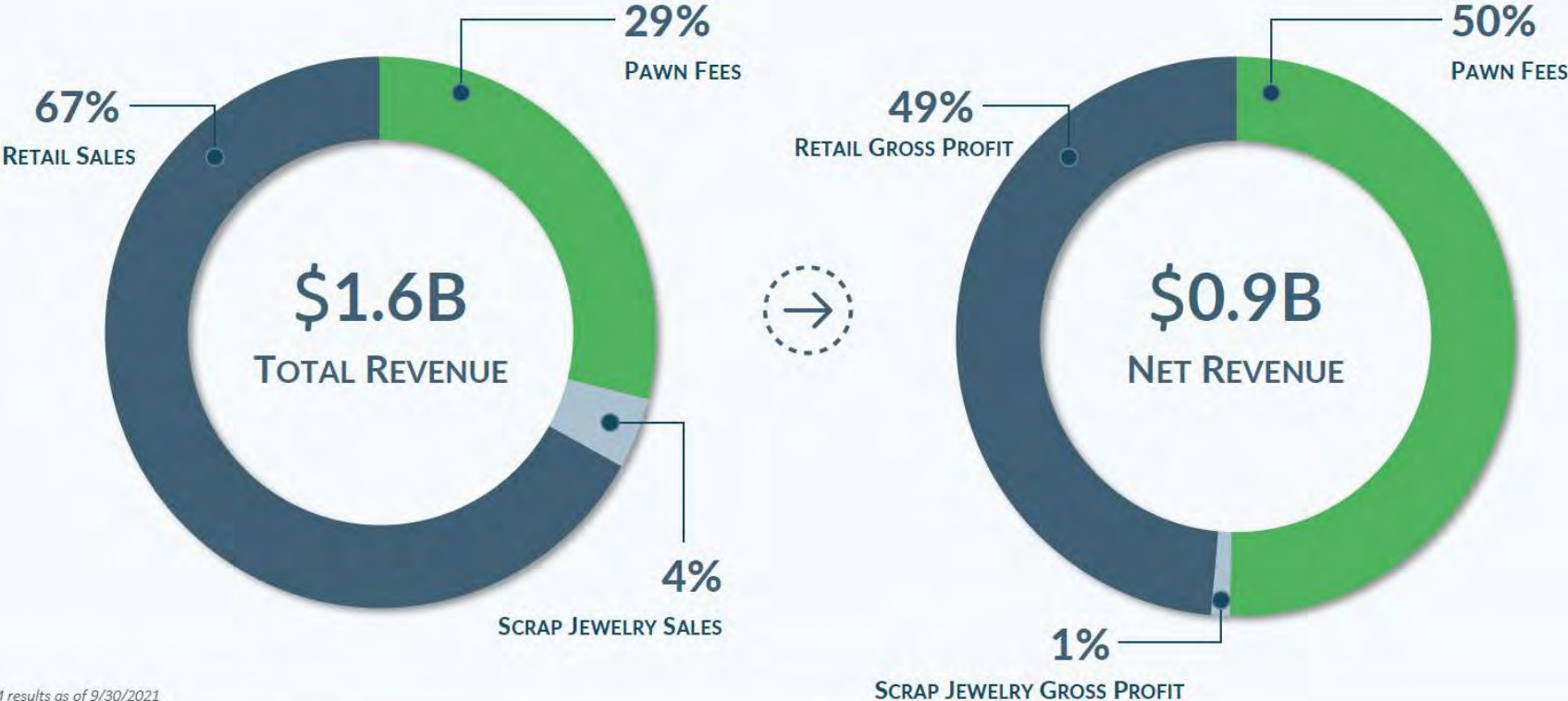
As of 9/30/2021

## FIRSTCASH SERVES UNDERBANKED AND CASH CONSTRAINED CONSUMERS

- DESIGNATED ESSENTIAL BUSINESS IN MOST JURISDICTIONS
- COLLATERAL HELD IN SECURE BACKROOM OF STORE
- RAPID LIQUIDATION OF FORFEITED COLLATERAL THROUGH PAWNSHOP RETAIL OPERATIONS

# DIVERSIFIED REVENUE STREAM

RETAIL SALES AND PAWN LENDING



TTM results as of 9/30/2021



# ESG: COMMITMENT TO SOCIAL RESPONSIBILITY



## EMPLOYEE EMPOWERMENT

- EMPLOYEE-TRAINING PROGRAMS THAT PROMOTE CUSTOMER SERVICE AND PROFESSIONALISM
- SPECIALIZED SKILL TRAINING PROGRAMS IN LENDING PRACTICES, MERCHANDISE VALUATION AND REGULATORY COMPLIANCE
- PROFIT SHARING, INCENTIVE AND BONUS PROGRAMS WHICH PAY ON AVERAGE 4-5% OF GROSS PROFIT DIRECTLY TO EMPLOYEES

## CUSTOMER AND EMPLOYEE PROTECTIONS

- STRICT COVID-19 SAFETY PROTOCOLS
- ROBUST CONSUMER AND CORPORATE COMPLIANCE PROGRAMS
- PRIVACY AND DATA PROTECTION POLICIES

## DIVERSE WORKPLACE



All Demographics as of 12/31/2020

# ESG: SUSTAINABILITY IS CORE TO FIRSTCASH

REPLACING TAKE → MAKE → DISPOSE WITH BUY → USE → RETURN

## PAWNSHOPS PIONEERED CIRCULAR ECONOMY

NEIGHBORHOOD-BASED STORES CONTRIBUTE TO THE MODERN "CIRCULAR ECONOMY"

## EXTENDING LIFE CYCLE OF CONSUMER PRODUCTS

INVENTORY IS PRE-OWNED MERCHANDISE WHICH IS SOURCED AND THEN RECYCLED WITHIN EACH STORE'S GEOGRAPHIC NEIGHBORHOOD

## SAVING WATER AND CARBON EMISSIONS WITH NO PACKAGING OR HAZARDOUS WASTE

LOCAL SOURCING OF PRE-OWNED GOODS ELIMINATES CARBON FOOTPRINT OF MANUFACTURING FACILITIES, DISTRIBUTION CENTERS AND TRANSPORTATION SERVICES

## SAFE ENVIRONMENT

BUY AND RESELL POPULAR CONSUMER PRODUCTS IN A SAFE AND SECURE ENVIRONMENT FOR EMPLOYEES AND CUSTOMERS





## Proposed Conversion Enhancements For 3337 Overton Crossing



### Site

- Address any overgrown or neglected plants and deliver a green scape consistent with the city of Memphis requirements. Assure that proper irrigation is in good working order and meets the needs of any new and existing landscaping,
- Assure that drainage meets or exceeds any retention associated with the impervious conditions that currently exist. Make any repairs to the parking lot to assure the personal and automobile safety.
- Dedicate handicapped parking that allows the simplest and safest access to the building.
- Retrofit the existing site lighting to LED for nighttime safety.
- Build masonry dumpster enclosure that meets city requirements.

## **Building**

- Redesign the exterior to add a retail presence.
- Remove any fixed security bars added on the windows and doors. Interior roll down grills added for afterhours protection.
- Environmentally friendly interior design using polished concrete floors and LED lighting with sensor and motion controls.

## **Signage**

- Remove the existing fabric awning. Install turnbuckle awning and new LED Channel letters to the entrance side of the fascia. Copy would be Cash America Pawn.

## Before and After



### Aransas Pass, TX

SWC of Hwy 361 and Harrison Blvd

Former 4,000 SF Vacant Boat Restoration Industrial Building converted to new 6,500 SF Cash America retail center. New Parking Lot, Façade of Stone and Stucco, new landscape and trees added.

Completed 2013



**Cash America**  
Cash America International, Inc.





## Charlotte, NC

NEC of Albemarle and N Sharon Amity Rd

Former 6,000 SF Vacant Restaurant/Retail Building converted to new 8,000 SF Cash America retail center. New Parking Lot, Façade of Stone and Stucco, new landscape and trees added.

Completed 2012/2013



**Cash America**<sup>®</sup>  
Cash America International, Inc.



**Midland, TX**

2613 W. Wall St.

*Former used car lot Converted  
Into Cash America Pawn*







## Jacksonville, FL

4460 Blanding Blvd

Former Liquor Store Converted  
Into Cash America Pawn

**Cash America**  
Cash America International, Inc.





Retail Sales













# Untitled Map

Write a description for your map.

## Legend

-  3337 Overton Crossing St
-  O'Reilly Auto Parts



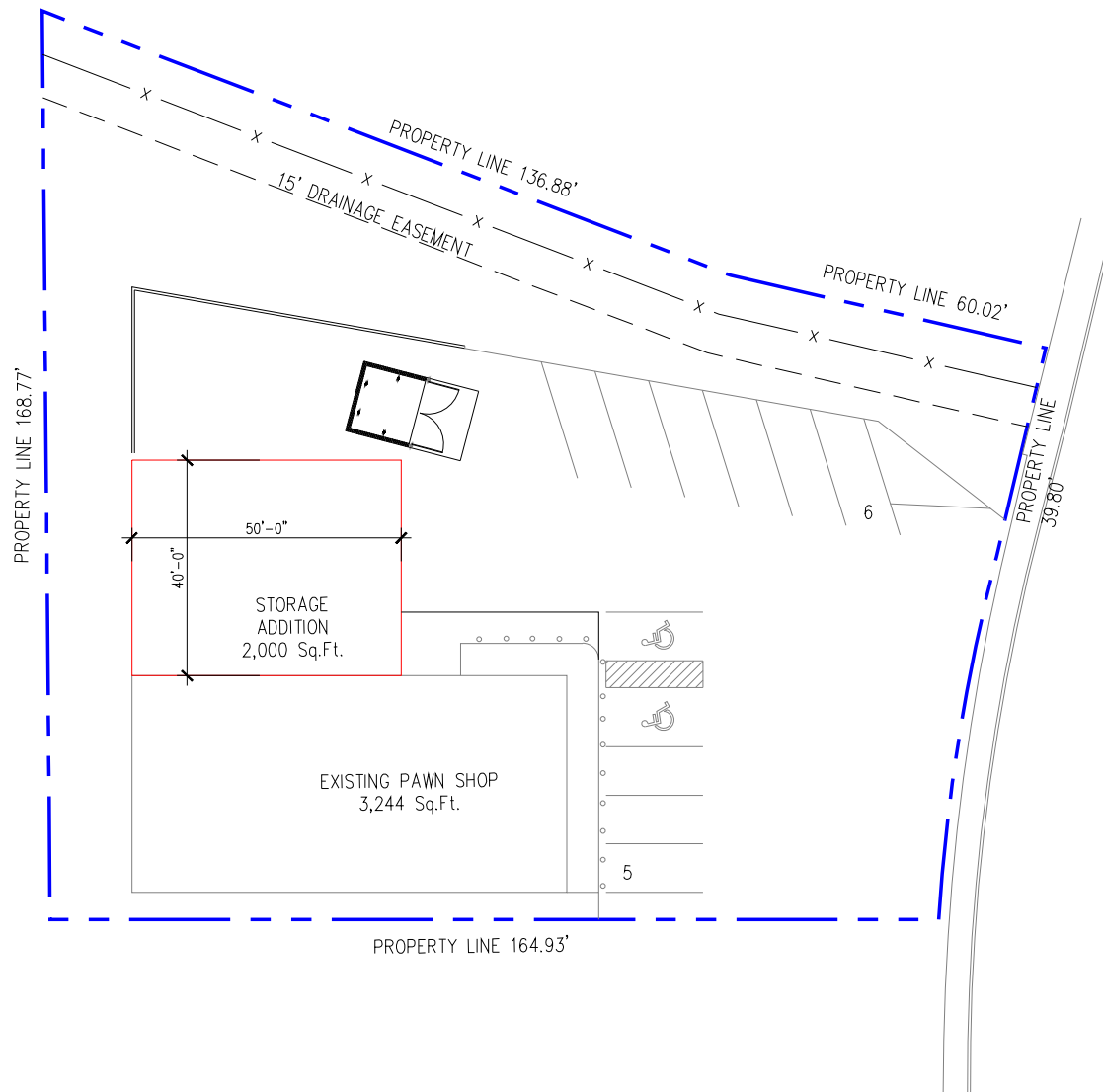






# Codes Chart 1

Footnotes	AG	RSE	RS15	RS10	RS8	RS6	RD	RTII	RML	RMI	RMI	RMO	OL	OG	CP	CL	CH	CBD	IL	III	II	CU	FW	P	SMSD	CBID	
Tire Motor vehicle sales & Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P*	X	X	X	X	-	-	-	-	-	X	
Transmission	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	X	X	X	X	-	-	-	-	-	X	
Truck service exceeds 3/4 ton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	X	X	X	X	-	-	-	-	-	X	
Tune up	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	J*	X	X	X	X	-	-	-	-	-	X	
Upholstery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	X	X	X	X	-	-	-	-	-	X	
Motor vehicle wash	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-	-	-	-	X	
Music or dancing academy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Night club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	S	S	-	X	X	X	X	-	-	-	-	X	
<i>NOTE! Night Club provides entertainment in addition to or without alcoholic beverages (on premises)</i>																											
Offices	-	-	-	-	-	-	-	-	S	S	S	-	P	P	P	X	X	X	X	X	P	P	-	P	X	X	
Pawn shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Personal service establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Palmist(TDN)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Tattoo (\$10.00)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Massage parlor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
<i>Shall be in compliance with Code Codes Chapter 19</i>																											
Photo finishing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	X	X	X	X	-	-	-	-	-	X	
Photo finishing pickup station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Photo finishing by computer & Retail sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	X	X	X	X	X	-	-	-	-	-	X	
Plumbing shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	X	X	X	X	-	-	-	-	-	X	
<i>Page 130</i>																											
Private sales (D & E)14	X	X	X	X	X	X	X	X	X	X	X	-	-	-	-	-	-	X	-	-	-	X	-	-	-	X	



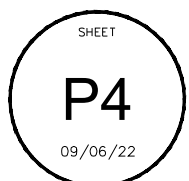
SITE 'A' DATA	
ZONED:	CMU-1
TOTAL APPROXIMATE LAND SIZE:	0.54 ACRES
TOTAL BUILDING SQFT:	5,244 SQ.FT.
PARKING CALCULATIONS:	
RETAIL: 1 SPACE PER 300 SQ.FT. (2,244 SQ FT)	11 SPACES
STORAGE: 1 SPACE PER 4000 SQ.FT. (3,000 SQ FT )	1 SPACES
TOTAL PARKING REQUIRED:	12 SPACES
TOTAL PARKING PROVIDED:	11 SPACES

PRELIMINARY DRAWING FOR CONCEPTUAL USE ONLY. NOT FOR CONSTRUCTION, PERMITTING, OR TECHNICAL DELINEATION USE. ACTUAL DIMENSIONS ARE UNKNOWN AND SHOULD BE VERIFIED BY A LICENSED SURVEYOR. ALL EASEMENTS, SETBACKS, ZONING ORDINANCES AND OTHER RELATED SITE RESTRICTIONS TO BE VERIFIED BY THE CIVIL ENGINEER PRIOR TO START OF CIVIL DESIGN.

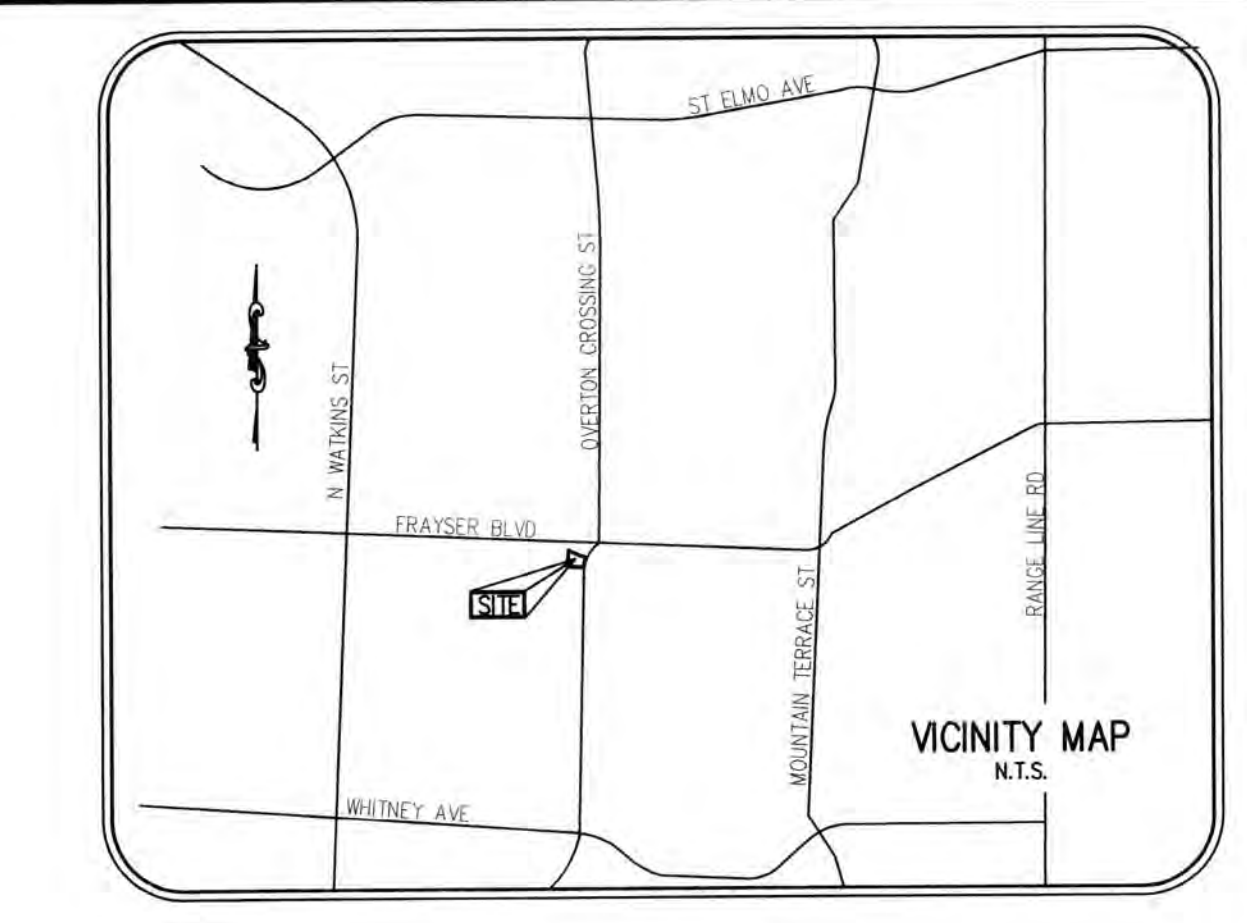
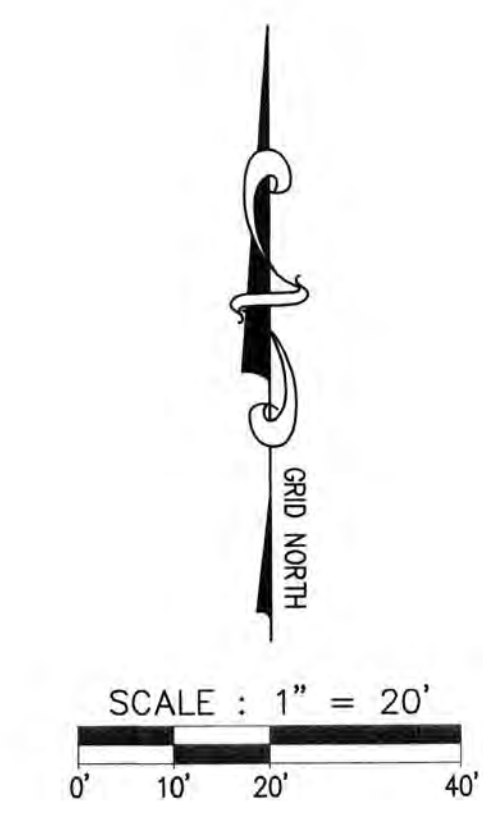
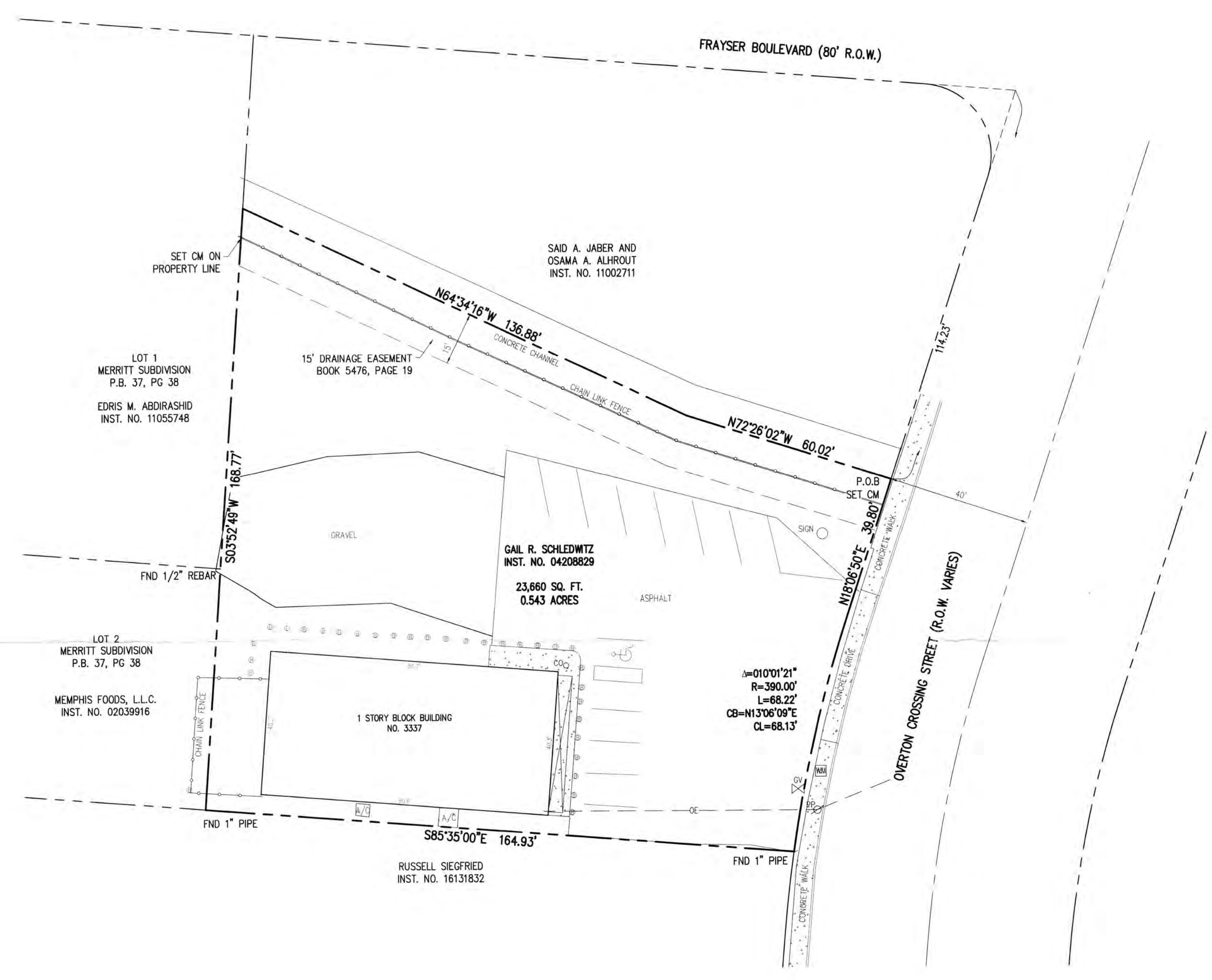


3337 OVERTON CROSSING ST.  
MEMPHIS, TN

#22243







**LEGEND**

- A/C AIR CONDITIONER
- CM CHISEL MARK
- OE OVERHEAD ELECTRIC
- INST. INSTRUMENT
- NO. NUMBER
- P.B. PLAT BOOK
- PG PAGE
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- PP POWER POLE
- GV GAS VALVE
- WM WATER METER
- B BOLLARD
- PROPERTY LINE
- AWNING
- CONCRETE

**SURVEYOR'S DESCRIPTION**

A tract of land situated in Memphis, Shelby County, Tennessee being the Gail R. Schledwitz property of record in Instrument Number 04208829 in the Shelby County Register's Office and being more particularly described as follows:

BEGINNING at a set chisel mark in the west line of Overton Crossing Street (40' from centerline) being the southeast corner of the Said A. Jaber and Osama A. Alhrouf property of record in Instrument Number 11002711 in said Register's Office, said point being 114.23 feet southwardly from the tangent intersection of said west line and the south line of Frayser Boulevard (80' R.O.W.); thence South 18 degrees 06 minutes 50 seconds West along said west line a distance of 39.80 feet to a point of curvature; thence southwardly along said west line and along a curve to the left having a radius of 390.00 feet, a central angle of 10 degrees 01 minutes 21 seconds, a chord bearing of South 13 degrees 06 minutes 09 seconds West, a chord distance of 68.13 feet, a distance along its arc of 68.22 feet to a found 1 inch pipe being the northeast corner of the Russel Siegfried property of record in Instrument Number 16131832 in said Register's Office; thence North 85 degrees 35 minutes 00 seconds West along the north line of said Siegfried property a distance of 164.93 feet to a found 1 inch pipe being the southeast corner of Lot 2 of Merritt Subdivision of record in Plat Book 37, Page 38 in said Register's Office; thence North 03 degrees 52 minutes 49 seconds East along the east line of Lots 2 and 1 of said Merritt Subdivision a distance of 168.77 feet to a point in the center of a concrete drainage channel; thence South 64 degrees 34 minutes 16 seconds East along the center of said channel a distance of 136.88 feet to an angle point; thence South 72 degrees 26 minutes 02 seconds East along the center of said channel a distance of 60.02 feet to the POINT OF BEGINNING and containing 23,660 square feet or 0.543 acres of land, more or less.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this survey meets the requirements of an urban land survey (Category 1), with a ratio of precision of the unadjusted survey of greater than 1:10,000 as per the Standards of Practice adopted by the Board of Examiners for Land Surveyors in the State of Tennessee; that this plat of survey represents an actual survey performed on the ground under my supervision.



Kenneth E. Francis, Jr., R.L.S.  
Tennessee Certificate Number 1567  
Barge Waggoner Sumner & Cannon, Inc.

**UTILITY NOTES**

There are utilities, drain lines or sewer lines across this property that are not shown. The appropriate utility companies should be contacted for more specific locations and information on underground utilities.  
Before digging in this area, call Tennessee One Call @ 1-800-351-1111 for field locations (request for ground markings) of underground utility lines.

**MISCELLANEOUS NOTES**

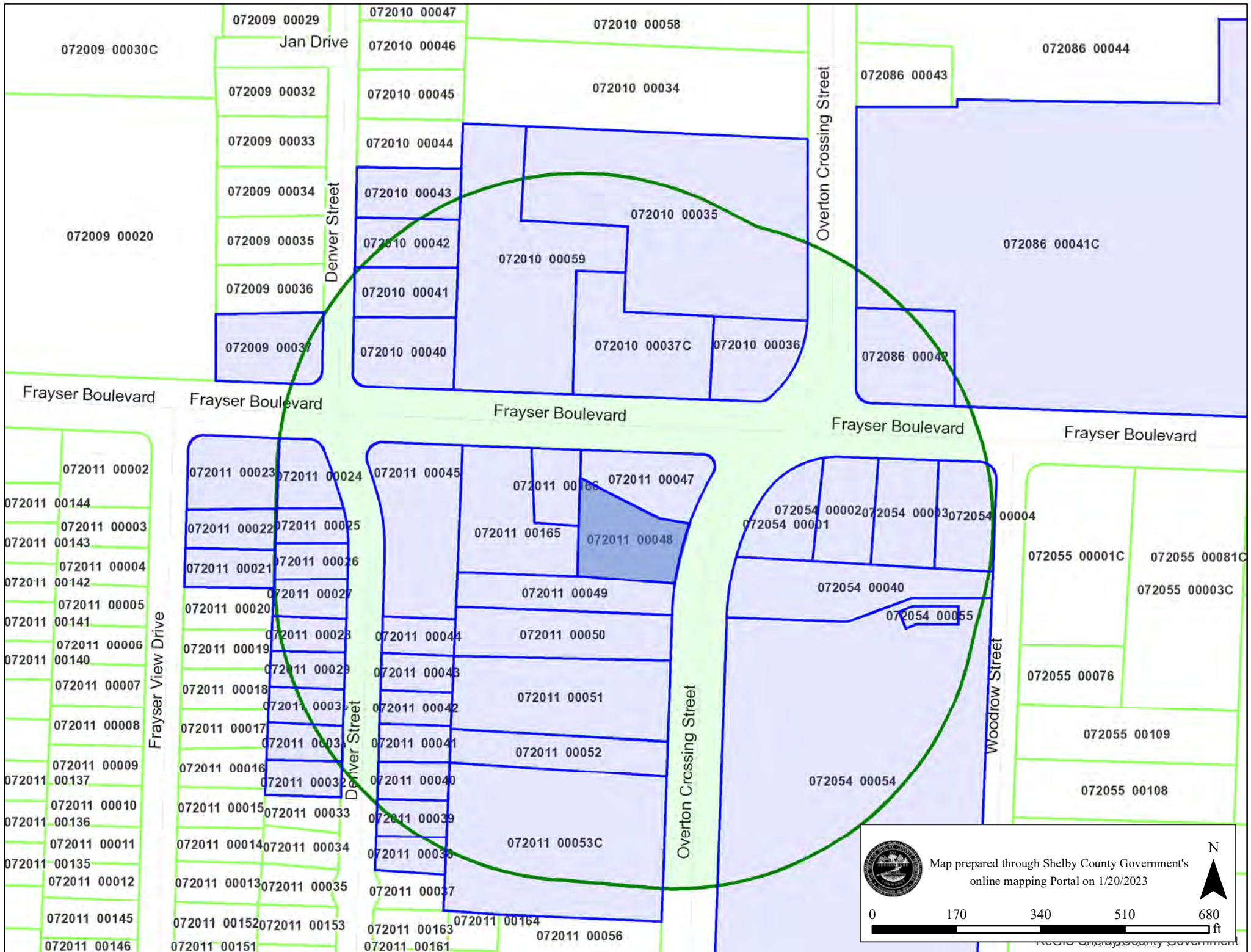
1. Survey prepared for Cash America Central, Inc.
2. This survey was prepared in accordance with the laws of the State of Tennessee.
3. Property is in the name of the Gail R. Schledwitz per Instrument Number 04208829 in the Shelby County Register's Office, Shelby County, Tennessee.
4. Bearings are relative to state plane coordinates (Tennessee NAD83).
5. This survey was prepared without the benefit of abstract of title. No liability is assumed by the undersigned for loss relating to any matter that might be discovered by an abstract or title search of the property. This survey is based on the deeds of record as shown.
6. The property shown hereon is subject to any existing easements, zoning restrictions, right-of-ways, restrictions and setback lines recorded or unrecorded in public records. No liability is assumed by the undersigned for loss relating to the existence of any such easements or restrictions.
7. Some features shown on this plat may be shown out of scale for clarity.
8. Visible address is 3337 Overton Crossing Street.
9. The subject property has access to a public road.
10. Subsurface and environmental conditions were not examined or considered as part of this survey.
11. By map scaling and graphic plotting only, the subject property is located within an area having a Zone Designation "X" by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 47157C0280F, with an effective date of of September 28, 2007.


**BWSC**  
BARGE WAGGONER SUMNER & CANNON, INC.  
ENGINEERS ARCHITECTS PLANNERS SURVEYORS  
69 Demartiniway Court, Suite 100 Memphis, Tennessee 38132  
Phone: (901)852-7146 Fax: (901)852-7844

**BOUNDARY SURVEY**  
GAIL R. SCHLEDWITZ PROPERTY  
3337 OVERTON CROSSING STREET  
MEMPHIS, SHELBY COUNTY, TENNESSEE


DR.	CHK.	DATE	DESCRIPTION
KF		10/23/18	STAMPED ISSUE






 Map prepared through Shelby County Government's  
 online mapping Portal on 1/20/2023

0      170      340      510      680  
 ft

N  


© 2023 Shelby County Government



072086 00041C - MEMPHIS BUSINESS ACADEMY  
072010 00035 - J AND R LIBERI LLC  
072010 00043 - WARE ELIZABETH J  
072010 00041 - MITCHELL HERBERT L & PARTHENIA  
072009 00037 - MITCHELL HERBERT & PARTHENIA  
072011 00024 - HATCHETT CASSANDRA  
072011 00045 - FULTHEIM GARY  
072011 00165 - MEMPHIS FOODS LLC  
072011 00047 - JABER SAID A AND OSAMA ALHROUT A  
072054 00001 - S AND R OVERTON LLC  
072054 00004 - TRAN HAI X  
072011 00025 - CAPLES CASSIE W  
072011 00026 - SLAYDEN AARON  
072011 00050 - GALLAGHER FAMILY LEASING CO LLC  
072011 00028 - DE JESUS AUBREY N  
072011 00044 - LOPEZ PAUL JR & TERESA J  
072011 00051 - GALLAGHER FAMILY LEASING CO LLC  
072011 00030 - CLAYBORNE CHENELL  
072011 00042 - FRAYSER COMMUNITY DEVELOPMENT  
072011 00031 - COTTON JARVIOUS C & SABRINA SMITH  
072011 00041 - VB ONE LLC  
072011 00052 - GALLAGHER FAMILY LEASING CO LLC  
072011 00032 - COLLINS JAMES E  
072011 00053C - HUBBARD JANE  
072011 00039 - SHELBY COUNTY TAX SALE 17.01

072011 00038 - CLARK DORIS M AND CHARLES E CLARK JR  
072010 00059 - BHA INVESTMENT GROUP LLC  
072010 00040 - GAMBLE FLORA J  
072086 00042 - MAPCO PETROLEUM INC  
072010 00036 - SHELLY DEBORAH  
072011 00023 - HUGHES ERIC  
072011 00166 - ABDIRASHID EDRIS M  
072054 00002 - ALQIRM SALAH AND RAFAT M MASOUD  
072054 00003 - AWWAD MAJDI  
072011 00048 - CASH AMERICA CENTRAL INC  
072011 00022 - PATTERSON BEVERLY AND DARYL L JOHNSON  
072054 00040 - MEMPHIS BUSINESS ACADEMY  
072011 00049 - SIEGFRIED RUSSELL  
072011 00027 - MOORE DEMETRIUS R  
072011 00029 - WILLIAMS ESTER  
072011 00040 - JACKSON NESBY E  
072010 00042 - BATTLE JOHN AND SHEILA BATTLE REVOCABLE  
072054 00055 - MEMPHIS BUSINESS ACADEMY  
072054 00054 - MEMPHIS BUSINESS ACADEMY  
072011 00021 - BAF 1 LLC  
072011 00043 - DMJL CORP  
072010 00037C - AUTOZONE INC

MEMPHIS BUSINESS ACADEMY  
3306 OVERTON CROSSING ST #  
MEMPHIS TN 38127

TRAN HAI X  
454 POLO CLUB DR #  
GLENDALE HEIGHTS IL 60139

VB ONE LLC  
5550 HUBER RD #  
HUBER HEIGHTS OH 45424

J AND R LIBERI LLC  
16192 COASTAL HWY #  
LEWES DE 19958

CAPLES CASSIE W  
3339 DENVER ST #  
MEMPHIS TN 38127

GALLAGHER FAMILY LEASING CO LLC  
3315 OVERTON CROSSING ST #  
MEMPHIS TN 38127

WARE ELIZABETH J  
3398 DENVER ST #  
MEMPHIS TN 38127

SLAYDEN AARON  
3333 DENVER ST #  
MEMPHIS TN 38127

COLLINS JAMES E  
815 NE 123 ST #  
SEATTLE WA 98125

MITCHELL HERBERT L & PARTHENIA  
3371 DENVER ST #  
MEMPHIS TN 38127

GALLAGHER FAMILY LEASING CO LLC  
3315 OVERTON CROSSING ST #  
MEMPHIS TN 38127

HUBBARD JANE  
8607 LOXLEY FAIRWAY #  
CORDOVA TN 38018

MITCHELL HERBERT & PARTHENIA  
3371 DENVER ST #  
MEMPHIS TN 38127

DE JESUS AUBREY N  
2912 WHEELER ST #  
HOUSTON TX 77004

SHELBY COUNTY TAX SALE 17.01  
PO BOX 2751  
MEMPHIS TN 38101

HATCHETT CASSANDRA  
3351 DENVER ST #  
MEMPHIS TN 38127

LOPEZ PAUL JR & TERESA J  
22265 DELTA CT #  
TEHACHAPI CA 93561

CLARK DORIS M AND CHARLES E CLARK JR  
3288 DENVER ST #  
MEMPHIS TN 38127

FULTHEIM GARY  
PO BOX 06116 #  
CHICAGO IL 60606

GALLAGHER FAMILY LEASING CO LLC  
3315 OVERTON CROSSING ST #  
MEMPHIS TN 38127

BHA INVESTMENT GROUP LLC  
518 WINOKA CV E  
COLLIERVILLE TN 38017

MEMPHIS FOODS LLC  
139 SOUTHWEST DR #  
JONESBORO AR 72401

CLAYBORNE CHENELL  
3311 DENVER ST #  
MEMPHIS TN 38127

GAMBLE FLORA J  
4393 BRIGHT RD #  
HERNANDO MS 38632

JABER SAID A AND OSAMA ALHROUT A  
9100 GROVELAWN CV #  
GERMANTOWN TN 38139

FRAYSER COMMUNITY DEVELOPMENT  
3684 N WATKINS ST #  
MEMPHIS TN 38127

MAPCO PETROLEUM INC  
2424 RIDGE RD  
ROCKWALL TX 75087

S AND R OVERTON LLC  
9375 OWL HILL DR #  
ARLINGTON TN 38002

COTTON JARVIOUS C & SABRINA SMITH  
3303 DENVER ST  
MEMPHIS TN 38127

SHELLY DEBORAH  
5769 SPRINGLAKE RD #  
BARTLETT TN 38135

HUGHES ERIC  
555 W 23RD ST #S-6D  
NEW YORK NY 10011

JACKSON NESBY E  
3298 DENVER ST #  
MEMPHIS TN 38127

ABDIRASHID EDRIS M  
2067 FRAYSER BLVD #  
MEMPHIS TN 38127

BATTLE JOHN AND SHEILA BATTLE REVOCABLE  
4938 KIMBALL AVE #  
MEMPHIS TN 38117

ALQIRM SALAH AND RAFAT M MASOUD  
9375 OWL HILL DR #  
LAKELAND TN 38002

MEMPHIS BUSINESS ACADEMY  
2450 FRAYSER BLVD #  
MEMPHIS TN 38127

AWWAD MAJDI  
2125 FRAYSER BLVD #  
MEMPHIS TN 38127

MEMPHIS BUSINESS ACADEMY  
2450 FRAYSER BLVD #  
MEMPHIS TN 38127

CASH AMERICA CENTRAL INC  
1600 W 7TH ST #  
FORT WORTH TX 76102

BAF 1 LLC  
5001 PLAZA ON THE LAKE #200  
AUSTIN TX 78746

PATTERSON BEVERLY AND DARYL L JOHNSON  
3340 FRAYSER VIEW DR #  
MEMPHIS TN 38127

DMJL CORP  
4535 W SAHARA AVE #200  
LAS VEGAS NV 89102

MEMPHIS BUSINESS ACADEMY  
3306 OVERTON CROSSING #  
MEMPHIS TN 38127

AUTOZONE INC  
PO BOX 2198 #8088  
MEMPHIS TN 38101

SIEGFRIED RUSSELL  
5764 RAYBEN CIR #  
MEMPHIS TN 38115

MOORE DEMETRIUS R  
2841 RUSSELL BOND RD #  
MILLINGTON TN 38053

WILLIAMS ESTER  
3317 DEVER ST #  
MEMPHIS TN 38127



SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

SR Consulting Engineering  
5909 Shelby Oaks Drive, Suite 200  
Memphis TN 38134

Cash America Central, Inc.  
1600 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102

Cash America Central, Inc.  
1600 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102

Cash America Central, Inc.  
1600 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102

Cash America Central, Inc.  
1600 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102

Cash America Central, Inc.  
1600 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102



Shelby County Tennessee  
*Shelandra Y. Ford*  
 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.

18124276

12/05/2018 - 02:04 PM

6 PGS	
LAKECIA	1813379-18124276
VALUE	1230000.00
MORTGAGE TAX	0.00
TRANSFER TAX	4551.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	4584.00

**SHELANDRA Y FORD**

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Cash America Central, Inc.  
1600 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102  
ATTN: Chris Lee

GENERAL WARRANTY DEED

STATE OF TENNESSEE           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SHELBY       §

That **Gail R. Schledwitz** (“Grantor”) and spouse, **Karl Schledwitz**, for and in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration to Grantor paid by **Cash America Central, Inc., a Tennessee corporation** (“Grantee”), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee all of the real property in Shelby County, Tennessee, described in Exhibit “A” attached hereto and made a part hereof, together with all improvements attached thereto (collectively, the “Property”), subject to the items in Exhibit “B” attached hereto and made a part hereof.

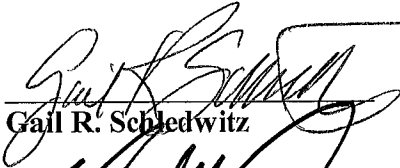
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee’s successors and assigns forever; and Grantor does hereby bind Grantor and Grantor’s successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Title to the above described property is vested in Gail R. Schledwitz. Karl Schledwitz, husband of Gail R. Schledwitz, joins herein to grant, sell and convey, and does hereby grant, sell and convey, all right, title and interest he may have in said property by virtue of his marriage to the said Gail R. Schledwitz, but does not join in the covenants or warranties of this indenture.

Executed and effective as of the 3<sup>rd</sup> day of December, 2018.

THOMAS TITLE & ESCROW  
6 FF# 1089N7L

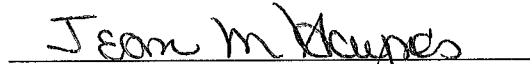


  
Gail R. Schledwitz

  
Karl Schledwitz

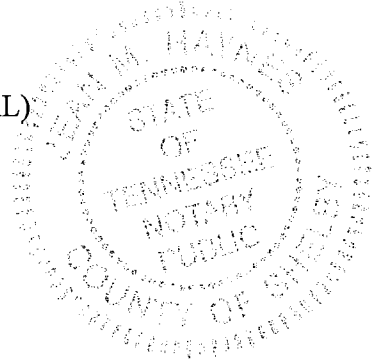
STATE OF TENNESSEE §  
  §  
COUNTY OF SHELBY §

This instrument was acknowledged before me this 3 day of December, 2018, by **Gail R. Schledwitz and Karl Schledwitz**, known to me personally or proved to me to be the persons stated in the herein described instrument, and acknowledged before me on this day that, being informed of the contents of the conveyance, they executed same voluntarily as a free act and deed.

  
Notary Public in and for the State of Tennessee

My Commission Expires October 19, 2022

(SEAL)



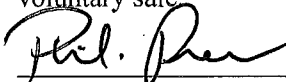
Property Address:  
**3337 Overton Crossing Street,  
Memphis, TN 38127  
And  
1302 Poplar Avenue  
Memphis, TN 38104**

Name and Address of the Property Owner:  
**Cash America Central, Inc. a Texas corporation  
1600 West 7<sup>th</sup> Street  
Fort Worth, TX 76102**

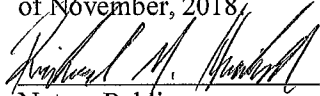
Name & Address of the Person or Entity Responsible  
for Payment of Real Property Taxes:  
**Cash America Central, Inc. a Texas corporation  
1600 West 7<sup>th</sup> Street  
Fort Worth, TX 76102**

Tax Parcel ID Number.:  
**072011 0048 & 020025 00009**

I, or we, hereby swear or affirm that to the best  
of affiant's knowledge, information, and belief,  
the actual consideration for this transfer or value  
of the property transferred, whichever is greater,  
is \$1,230,000.00, which amount is equal to or  
greater than the amount which the property  
transferred would command at a fair and  
voluntary sale

  
\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this 4<sup>th</sup> day  
of November, 2018,

  
\_\_\_\_\_  
Notary Public

My commission expires:

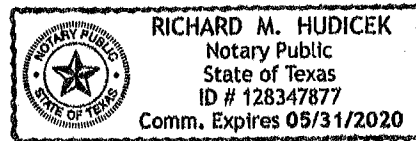


EXHIBIT "A"

Tract 1:

Part of Lot 20, Knight & Guy Subdivision, in Shelby County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in Overton Crossing Road 135 feet south of the south line of Raleigh-Frayser Road, as measure in a straight line; thence southwardly with Overton Crossing Road 103 feet to a point;

thence westwardly parallel with Raleigh Frayser Road 200 feet to a stake; thence northwardly parallel to the east line of Lot 20, 174 feet to a point;

thence southeastwardly 212.3 feet to the point of beginning.

Being the same property conveyed to Gail R. Schledwitz in Quit Claim Deed filed for record 12-15-2004 at Instrument Number 04208829 as shown in the Register's Office of Shelby County, Tennessee.

Tract 2:

Parts of Lots 7 and 8 and 1/2 of Alley to North, JOHN BROWN Subdivision, of Lots 4 and 5, WILLIAM LAWRENCE Subdivision, City of Memphis, Shelby County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the present north line of Poplar Avenue 23 feet eastwardly from the intersection of said present north line of Poplar Avenue with the east line of North Claybrook Street;

thence eastwardly along the present north line of Poplar Avenue 77 feet to a P.K. Nail in the line dividing Lots 6 and 7;

thence northwardly with said dividing line and continuing in a straight line and parallel to North Claybrook Street 152.07 feet to a stake;

thence westwardly parallel to Poplar Avenue 100 feet to a chisel mark in the east line of North Claybrook Street;

thence southwardly along said east line of North Claybrook Street 129.07 feet to a point of curve; thence southeastwardly along a curve to the left having a radius of 23 feet 36.13 feet to the point of beginning.

Being the same property conveyed to Gail R. Schledwitz in Warranty Deed filed for record 12-31-1991 at Instrument Number CP 2737 as shown in the Register's Office of Shelby County, Tennessee.



**EXHIBIT "B"**

1. Taxes for the year 2019, a lien, not yet due and payable.
2. Deed restrictions recorded at Warranty Deed of record in Book 5091, Page 35 as recorded in the Register's Office of Shelby County, Tennessee. (TRACT 2)
3. Todd Creek Drainage District Easement recorded at Book 5476, Page 19 as shown in the Register's Office of Shelby County, Tennessee. (TRACT 1)
4. Reservation of Easement granted for establishing maintenance of public utilities, service for sewers, light, telephone and telegraph pole lines, underground conduits, etc. of record in Quit Claim Deed recorded in Book 1823, Page 506, in the Register's Office of Shelby County, Tennessee. (TRACT 2)

Tennessee Certification of Electronic Document

I, Philip Prentice, do hereby make oath that I am a licensed attorney and/or the  
Signer's Name  
custodian of the electronic version of the attached document tendered for registration herewith and that this  
is a true and correct copy of the original document executed and authenticated according to law.

Philip Prentice  
Signature

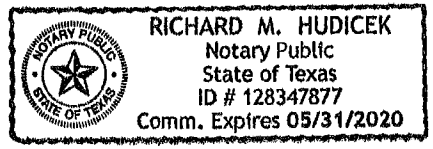
State of Texas  
County of Dallas

Personally appeared before me, Richard M. Hudicek, a notary public for this county and  
Notary's Name  
state, Philip Prentice, who acknowledges that this certification of an electronic  
Signer's Name  
document is true and correct and whose signature I have witnessed.

Richard M. Hudicek  
Notary Signature

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY'S SEAL





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

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

June 20, 2023

Cash America Central Inc.  
1600 W 7<sup>th</sup> Street  
Fort Worth, TX 76102

*Sent via electronic mail to: [jeff.cullum@firstcash.com](mailto:jeff.cullum@firstcash.com)*

Cash America Planned Development  
Case Number: PD 23-09  
LUCB Recommendation: Approval with outline plan conditions

Dear applicant,

On Thursday, June 8, 2023, the Memphis and Shelby County Land Use Control Board recommended **approval** of your planned development application for the Cash America 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 [seth.thomas@memphistn.gov](mailto:seth.thomas@memphistn.gov).

Respectfully,



Seth Thomas

**Letter to Applicant**  
**PD 23-09**

Planner III  
Land Use and Development Services  
Division of Planning and Development

Cc: Cindy Reaves, SR Consulting, LLC  
File



## Letter to Applicant

PD 23-09

### Outline Plan Conditions

- I. Uses Permitted:
  - A. Any use permitted in the CMU-1 District including a Pawn Shop. No Payday loans, Title loan or Flexible loans permitted. The hours of operation will be 10 AM to 6 PM Monday through Friday and 10 AM to 5 PM Saturday. The business is not open on Sundays.
  - B. No sale of guns or ammunition permitted.
- II. Bulk Regulations: The bulk regulations of the CMU-1 District shall apply.
- III. Access, Parking and Circulation:
  - A. The design and location of curb cuts shall be subject to review and approval by the City Engineer.
  - B. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.
  - C. 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.
- IV. Landscaping, Screening & Lighting:
  - A. All refuse containers shall be completely screened from view from all adjacent properties and public roads.
  - B. All outdoor lighting shall be directed downward to the extent possible and shall not glare into public rights-of-way or onto adjacent properties.
  - C. All required landscaping and screening shall not conflict with any easements and shall not be placed on any sewer or drainage easements.
  - D. A Landscape plan shall be recorded with the final plat.
- V. Signs:
  - A. Attached and detached signs shall be permitted in accordance with CMU-1 District regulations.
- VI. The Land Use Control Board may modify the bulk, access, parking, landscaping and sign requirements if equivalent alternatives are presented.

**Letter to Applicant**  
**PD 23-09**

- VII. A final plan for recording shall be filed within five (5) years of approval by the Memphis City Council. The Land Use Control Board may grant extensions at the request of the applicant.
- VIII. Any final plan shall include the following:
- A. The Outline Plan Conditions.
  - B. A Standard Subdivision Contract, if necessary, as required in Section 5.5 of Unified Development Code for any needed public improvements.
  - C. The exact location and dimensions, including height of all buildings or buildable areas, parking areas, and drives.
  - D. The number of employee parking, loading and docking spaces.
  - E. The location and ownership, whether public or private of any easement(s).
  - F. The one-hundred (100) year flood elevation.
  - G. All commons, open areas, lakes, drainage detention facilities, private streets, private sewers and private drainage systems shall be owned and maintained by a Property Owner's Association. A statement to this effect shall appear on the final plan.
  - H. Landscape Plan and elevations shall be recorded with the final plat.



RESOLUTION approving the Engineering plans for:  
**Brooks Museum**  
and accepting security in lieu of Bond for project

WHEREAS, **Memphis Brooks Museum of Art**, is the Developer of a certain property in the present limits of the City of Memphis, as shown on the engineering plans, and located at 55 South Front Street, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Memphis Brooks Museum of Art**, and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Brooks Museum** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept **First Horizon Bank, Letter of Credit No. S233212**, in the amount of **\$300,300.00**, in-lieu-of Bond, as security for project



RESOLUTION approving the Final Plat for:  
**Holmes Road Truck Lot (Riggy's Holmes Road Truck Facility)**  
and accepting security in-lieu-of Bond for project

WHEREAS, **DPM Holmes, LLC.**, is the Developer of a certain property in the present limits of the City of Memphis, as reflected on the plat, and located at the northern terminus of Countrywood Parkway, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **DPM Holmes, LLC.**, and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Holmes Road Truck Lot (Riggy's Holmes Road Truck Facility)** is hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept **Letter of Credit No. 5027284-001** in the amount of **\$245,000.00**, as security in-lieu-of Bond for project.



**A resolution to allocate and appropriate \$3,250,000 in City Council Community Grant funds to nonprofit agencies for FY24**

**WHEREAS**, the Memphis City Council desires to promote community programming and improve neighborhoods; and

**WHEREAS**, the Tennessee Code Annotated § 6-64-111, empowers the Memphis City Council to appropriate funds for the financial aid of nonprofit organizations working to promote the general welfare of Memphis residents; and

**WHEREAS**, nonprofit organizations and citizens work together to meet the needs of Memphians by extending the reach of City of Memphis services; and

**WHEREAS**, the Memphis City Council recognizes nonprofit agencies as valued partners in the continuing efforts to improve the lives of Memphians; and

**WHEREAS**, it is important to the members of the Memphis City Council to prioritize funding specialized programs congruent with the priorities of the City, which include addressing: Crime and Drug Prevention, Youth Empowerment, Economic Development, and Poverty; and

**WHEREAS**, each member gains the opportunity to individually allocate \$250,000 to ensure adequate grant awards amongst all City Council Districts ; members of the Council are afforded the opportunity to designate their full FY24 \$250,000 allotment at one time or to hold a portion of their allotment in abeyance with further consideration and distribution of their remaining funds to be decided by resolution at a later date; Council Members must allocate at least 75% of their allotment during the August 22<sup>nd</sup> Council meeting; the remaining 25% may be allocated at a later date; and

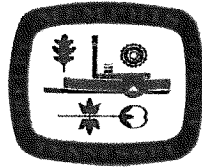
**WHEREAS**, after selecting organizations, Council Members may allocate funding during Budget Committee meetings; eligible nonprofit agencies shall receive grant awards as outlined within Attachment A, subject to final approval by the City of Memphis Finance Division.

**NOW, THEREFORE BE IT RESOLVED** that the Memphis City Council does allocate the following grant funds in accordance with Attachment A as part of the Memphis City Council Grant Program for FY24.

**THEREFORE, BE IT FURTHER RESOLVED** that the grant recipients must execute a contract with the City of Memphis Finance Division to receive their grant award and submit a Final Report for review by the City of Memphis Finance Division to remain eligible to receive grant funding in subsequent fiscal years.

Sponsor(s):  
Budget Committee

Chairman  
Martavius D. Jones



## Memphis City Council Summary Sheet

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

A Resolution to accept and appropriate grant funds from HUD in the amount of Four Million Dollar (\$4,000,000.00) to fund construction of a new floating dock facility along the MS River for public use, Harbor Dock, PW04123.

**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.**

There is no change to an existing ordinance or resolution.

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

This will impact all Council and Super Districts.

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

This will not require a new contract.

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

This does not require an expenditure of funds.

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

There is no MWBE goal.

# RESOLUTION

**A Resolution to accept and appropriate grant funds from the Department of Housing and Urban Development (HUD) in the amount of Four Million Dollar (\$4,000,000.00) to fund construction of a new floating dock facility along the Mississippi River for public use, Harbor Docks, Project Number PW04123.**

**WHEREAS**, the Department of Housing and Urban Development (HUD) has made available a grant in the amount of \$4,000,000.00 for the City of Memphis to fund construction of a new floating dock facility along the Mississippi River for public use; and

**WHEREAS**, it is necessary for the City of Memphis to accept this grant in the amount of \$4,000,000.00 from the Tennessee Department of Housing and Urban Development (HUD) for the purpose as stated above; and

**WHEREAS**, this grant in the amount of \$4,000,000.00 from the Tennessee Department of Housing and Urban Development (HUD) will be used by the Division of Public Works to fund Harbor Docks, Project Number PW04123 for the purpose as stated above; and

**WHEREAS**, it is necessary to accept the grant funds and amend the Fiscal Year 2024 Capital Improvement Budget to establish funds in the amount of \$4,000,000.00 for Harbor Docks, Project Number PW04123 for the purpose as stated above; and

**WHEREAS**, it is necessary to allocate and appropriate the FY24 grant funds in the amount of Four Million Dollars (\$4,000,000.00) for Harbor Docks, Project Number PW04123 for the purpose as stated above.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Memphis that the Fiscal Year 2024 Capital Improvement Budget is hereby amended by accepting the sum of \$4,000,000.00 from the Tennessee Department of Housing and Urban Development (HUD).

**BE IT FURTHER RESOLVED**, that the Fiscal Year 2016 Capital Improvement Budget be amended by establishing an allocation and appropriation in the amount of \$4,000,000.00 as follows:

**Revenue**

Federal Grant Award (HUD)	<u>\$4,000,000.00</u>
<b>Total</b>	<b>\$4,000,000.00</b>

**Expenditures**

PW04129 – Harbor Docks	<u>\$4,000,000.00</u>
<b>Total</b>	<b>\$4,000,000.00</b>

**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-TN-1372**

**Grantee Name:** City of Memphis

**Grantee Address:** 125 N. Main St. Memphis, TN 38103

**Grantee's Unique Entity Identifier (UEI):** LSWERD3XLNU8

**Grantee's Employer Identification Number (EIN)**

**Federal Award Identification Number (FAIN)** B-23-CP-TN-1372

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Memphis (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,000,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix I to the Grant Agreement on the date that HUD signs this Grant Agreement.



B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3



accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.



**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

City of Memphis

---

(Name of Organization)

BY:

\_\_\_\_\_  
(Signature of Authorized Official)

*Jim Strickland, Mayor*

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**HUD**

BY:

\_\_\_\_\_  
Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

## APPENDIX 1 – Project Narrative

### Project Name

Cobblestones Restaurants & Shops

### Project Purpose

The City of Memphis wishes to construct floating barges with supporting access gangways & utilities, as well as to receive vertical construction by a local developer in order to build restaurants and shops.

### Scope of Entire Project

- *Detailed Purpose:*

The purpose of this project is to create dining & retail shopping along Memphis' historic cobblestones, which front the Mississippi River. This development should increase foot-traffic to the Downtown Memphis Area and allow citizens to engage the riverfront. This revitalization of a historic site will not only yield outputs of city & state tax revenue but will serve to promote the City of Memphis as a whole.
- *Project Activities:*

Construction of Gangway which links Cobblestones to Floating Barges  
Construction / Installation of Utilities as Follows:

  - Domestic Water
  - Electric
  - Sanitary Sewer
  - Construction of Floating Barges
- *Funding:*

This Funding is Not Part of a Larger Project.
- *Project Timeline:*
  - *Design:* April 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023
  - *Bidding & Negotiation:* January 2<sup>nd</sup>, 2024 – February 28<sup>th</sup>, 2024
  - *Infrastructure Construction:* March 1<sup>st</sup>, 2024 – December 1<sup>st</sup>, 2024
  - *Developer Vertical Construction:* January 1<sup>st</sup>, 2025 – August 1<sup>st</sup>, 2025
- *Environmental Review Considerations:*

The landside of this site is under current renovation to restore the historic cobblestones; it has previously received all NEPA clearance requirements.
- *Subrecipients:*

There will be no subrecipients.

### Section 3: Economic Opportunity Activity Performance Measures

*We will comply with all Section 3 Economic Activity Performance Measure.*

**APPENDIX 2 – Approved Budget**

<b>Cobblestone Restaurants Project Budget</b>	
<b>Facility:</b>	Cobblestone Shops and Restaurant
<b>Project Cost:</b>	\$8,000,000
<b>A/E %:</b>	7.18%
<b>A/E (Includes Reimbursable Expenses):</b>	\$450,000
<b>Enviro/Testing/MLGW:</b>	\$175,000
<b>Const/FFE/Cont:</b>	\$7,375,000
<b>Construction:</b>	\$6,268,750
<b>FF&amp;E:</b>	\$368,750
<b>Contingency:</b>	\$737,500

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]



**APPENDIX 4 –**

**Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception



FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-TN-1372

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-TN-1372

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DB  
kt

### REQUEST TO SUBMIT A GRANT APPLICATION

In the event a potential grant funding opportunity has been identified by a division of the City of Memphis, this form must be completed. Applicants must provide all requested information below. Additionally, the following must accompany this form:

- A detailed description of the project (include a grant announcement/description from the grantor agency)
- The scope of work to execute grant deliverables
- A budget proposal

If any other agencies, entities or divisions plan to be co-participants in the project, please list them accordingly in the scope of work, and explain what their part in the project will be. Upon completion, immediately return this form to the Office of Grants Compliance located at 170 N. Main St., 6<sup>th</sup> Floor (Mail Route # 63F). If any substantive changes are made to the project description or budget during the application process, please notify the grantor agency of those changes, and send a written explanation of such changes to the Office of Grants Compliance at least five (5) days prior to the application due date.

**Division:** Public works

**Date:** 05/04/2023



**Division Contact/Phone Number:** Robert Knecht

robert.knecht@memphistn.gov

901-636-7109

**Grantor Agency/Funding Entity:** HUD/Community Project Funding

**Date Application is Due:** 05/04/2023

**Amount of Funding:** 4,000,000

**Required Matching Funds (If Applicable):** 0

**Project Summary:**

Here is the project description that was submitted to Congressmen Cohen for the FY23 Appropriation request.

The Memphis Cobblestone Landing project includes the construction of a new floating dock facility along the Mississippi River for public use - installation of stationary barges for recreational uses. The intention is to provide a recreational area for growth of visitors to the Mississippi River riverfront areas. This design includes an articulated gangway system running into a 600 ft x 15' wide floating dock to be used for restaurant and shopping vendors. The structure would include steel piles with roller frame support, guideposts at the head of each gangway, and anchor rings at the start of the gangway system. This project is part of a larger Waterfront District to engage and enhance the downtown Memphis and Mississippi River areas.

There is no identified due date since this funding is already approved and available. This is just a formality.

There are no matching funds required.

**For Internal Use Only:** robert.knecht@memphistn.gov

Jennifer.Sink@memphistn.gov

DocuSigned by:

5/4/2023

kt

DocuSigned by:

Jennifer Sink

5/4/2023

06D7665ED332489  
**Division Director**

**Date**

8797F795EC3847A...

**Jennifer Sink, Chief Legal Officer**

**Date**

chandell.ryan@memphistn.gov

Jim.Strickland@memphistn.gov

DocuSigned by:

5/5/2023

Chandell Ryan

2062952902FF4BC  
**Chandell Ryan, Chief Operating Officer**

**Date**

DocuSigned by:

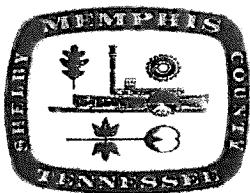
Jim Strickland

6/7/2023

88919F23...  
**Jim Strickland, Mayor**

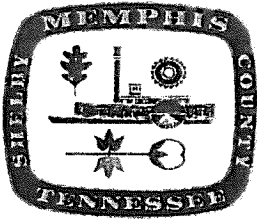
**Date**





## Memphis City Council Summary Sheet

1. Resolution seeking acceptance of grant funds from the State of Tennessee in the amount of \$1,417,600.00 specifically for the In-Service Training Program for the training of 1,772 commissioned officers.
2. The City of Memphis Division of Police Services requests approval of the grant per project PD90270.
3. The resolution amends the FY2024 Operating budget to establish and appropriate grant funds.
4. Resolution will not change an existing ordinance or resolution.
5. Resolution will not require a new contract or amendment to an existing contract.
6. This grant requires an expenditure of grant funds for payment to commissioned officers who completed In-Service training in the calendar year 2022 but will not require a budget amendment.



## RESOLUTION

**WHEREAS**, the City of Memphis Division of Police Services receives monies for In-Service Training for Commissioned Officers; and

**WHEREAS**, the 1,772 Memphis Police Commissioned Officers have successfully completed their In-Service Training at a unit price per Officer of \$800.00 for a total of \$1,417,600.00; and

**WHEREAS**, it is necessary for the Memphis Police Division to accept State monies for In-Service Training for Commissioned Officers; and

**WHEREAS**, it is necessary to appropriate Special Revenue funding of One Million Four Hundred Seventeen Thousand Six Hundred Dollars (\$1,417,600.00) in the Fiscal Year 2024 Operating Budget for the Police In-Service Training as stated in this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Special Revenue for the Police In-Service Training be accepted by the City of Memphis.

**BE IT FURTHER RESOLVED**, that the Fiscal year 2024 Operating Budget be and is hereby amended by appropriating the Revenues for the Special Revenue as follows:

### REVENUES

<b>In-Service Grant</b>	<b>\$1,417,600.00</b>
<b>Total Special Revenues</b>	<b>\$1,417,600.00</b>

### EXPENDITURES

<b>Personnel</b>	<b>\$1,417,600.00</b>
<b>Total Expenditures</b>	<b>\$1,417,600.00</b>

# GRANT AWARD NOTIFICATION



## AWARD INFORMATION

ARRA STIMULUS GRANT: Yes \_\_\_ No

### Division Information

Division: Police Services

**Please Attach Copy of Contract**

Division Contact: Pamela Copeland

Program Area: 0205 Misc Grants

Phone: 636-3165

### Funding Source

Name of Grantor: State of Tennessee

Grantor Award Number: n/a

Assistance Listing Number/CFDA: n/a

Full Name of Program: Police Inservice Training 2022

Start Date: 01/01/2022

End Date: 12/31/2022

Check one: Operating  CIP \_\_\_

Award Type: Personnel

Award Amount: 1417600.00

### Will matching funds be provided?

Amount of Matching Funds: 0

Source of Matching Funds: 0

### To be completed by Accounting Department

Award Number: 13305

Purpose Area: 0205-Misc Grants

## PROJECT INFORMATION

Amount	Project Name (30 characters or less including spaces)	Project Number
1417600.00	Inservice Calander year 2022	Pd90270

DS  
KH

**Check here if the grant requires splitting funds into multiple projects.**

If yes, please provide the specific amounts and project names in the box above.

If no, list the entire award amount and project name in the first row in the box above.

**Check here if this award being applied to an existing project(s).**

If yes, please identify the specific amounts, projects and project numbers in the box above.

If no, the Accounting Department will assign new project numbers.

DS  
CG

DocuSigned by:

Justin White

Reviewed by Grants Compliance Office

Date: 7/14/2023

DocuSigned by:

A. Jones

Reviewed by Accounting/Entered in Oracle:

Date: 7/17/2023

6CC5FCCDD8184E3

Please complete and return with a copy of the Grant Award Letter or other Official Notification to the Grants Compliance Office • 170 N Main St. 6<sup>th</sup> floor • [COMGRantsCompliance@memphistn.gov](mailto:COMGRantsCompliance@memphistn.gov)

# City of Memphis



TENNESSEE

**JIM STRICKLAND**  
MAYOR

August 15, 2023

The Honorable Michalyn Easter-Thomas, Chairman  
Personnel, Government Affairs, and Annexation Committee  
City Hall - Room 514  
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

**Stacy Clinton**

be appointed to the Memphis Civil Service Commission with a term expiration date of November 30, 2026.

I have attached biographical information.

Sincerely,

Jim Strickland  
Mayor

JSS/sss

**CIVIL SERVICE COMMISSION**  
**14 Member Board**  
**3 Year Staggered Terms**  
**Oath of Office Required**

The Civil Service Commission conducts hearings to review disciplinary actions, limited to suspensions, dismissals, or demotions of any employees not exempted from the provisions of the Charter and Code.

At least seven (7) of Commissioners shall be licensed attorneys, current or former judges and/or individuals with prior experience as an administrative law judge for any local, state or federal agency

<b>Chris Williams</b>	<b>M/W</b>	<b>11-30-2025</b>	
<b>Jayniece Harris</b>	<b>F/B</b>	<b>11-30-2026</b>	
<b>Sarah Johnson Carter</b>	<b>F/W</b>	<b>11-30-2023</b>	<b>Chair</b>
<b>Vacancy</b>	<b>M/W</b>	<b>11-30-2022</b>	
<b>Vacancy</b>	<b>F/B</b>	<b>11-30-2021</b>	
<b>Laurie Hall</b>	<b>F/W</b>	<b>11-30-2026</b>	
<b>Brandon Ingram</b>	<b>M/B</b>	<b>11-30-2020</b>	
<b>Robert Mebane</b>	<b>M/B</b>	<b>11-30-2022</b>	
<b>Jeffrey Land</b>	<b>M/W</b>	<b>11-30-2022</b>	
<b>Mark Allen</b>	<b>M/B</b>	<b>11-30-2022</b>	
<b>Vacancy</b>	<b>M/B</b>	<b>11-30-2022</b>	
<b>Laurice Smith</b>	<b>F/B</b>	<b>11-30-2022</b>	
<b>Vacancy</b>	<b>F/B</b>	<b>11-30-2020</b>	
<b>Edward L. Vaughn</b>	<b>M/B</b>	<b>11-30-2020</b>	

Updated May 2023





**JIM STRICKLAND**  
MAYOR

August 15, 2023

The Honorable Michalyn Easter-Thomas, Chairman  
Personnel, Government Affairs, and Annexation Committee  
City Hall - Room 514  
Memphis, TN 38103

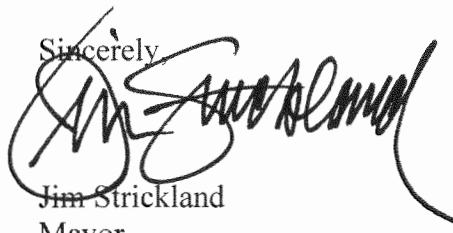
Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

**Tanja Mitchell**

be appointed to the Memphis Housing Authority as a member with a term expiration date of June 30, 2024.

I have attached biographical information.

Sincerely,  
  
Jim Strickland  
Mayor

JSS/sss .

**MEMPHIS HOUSING AUTHORITY BOARD**

**Oath of Office Required**

**7 Member Board**

**5 Year Term**

**Purpose of Board:**

Provides safe and sanitary dwellings to persons of low income at affordable rental rates.

		Term ends:
<b>Justin Bailey</b>	<b>M/B</b>	<b>02-11-27</b>
<b>Michael Boyd MHA Resident</b>	<b>M/B</b>	<b>01-25-23</b>
<b>Dorothy Cleaves</b>	<b>F/B</b>	<b>06-25-23</b>
<b>Vacancy</b>	<b>F/B</b>	<b>06-30-24</b>
<b>Shawna Engel</b>	<b>F/W</b>	<b>06-30-26</b>
<b>Mary W. Sharp</b>	<b>F/B</b>	<b>06-25-26</b>
<b>Shelia Terrell</b>	<b>F/B</b>	<b>06-25-25</b>

**2023 Council Liaison: Rhonda Logan**

Updated 080223

**AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF MEMPHIS, RELATIVE TO THE REASONABLE AND NECESSARY FACILITIES AND OTHER CAPITAL ASSETS FOR THE MEMPHIS CITY COUNCIL TO CONDUCT ITS MEETING OBLIGATIONS AND OTHER LEGISLATIVE RESPONSIBILITIES VESTED IN THE COUNCIL BY THE CITY'S CHARTER**

**WHEREAS**, the Memphis City Council adopted Ordinance 5219 effective October 16, 2007 over the veto of then Mayor Willie Herenton to insure a separation of powers between the executive and legislative branches of City government pursuant to the Council's broad legislative authority under the City's Charter to establish rules and regulations to govern the affairs of the Council, including the creation, appointment and regulation of its own staff;

**WHEREAS**, Ordinance 5219 established that the Memphis City Council shall create, appoint and regulate its own staff;

**WHEREAS**, Ordinance 5219 created the following classifications of staff employees, Council Attorney, Council Administrator, Assistant Council Administrator and other positions as determined necessary by the Council Chairman;

**WHEREAS**, pursuant to the Council's broad legislative authority under the City's Charter, the Council has by resolution approved a staff restructure plan for the Council pursuant to which the City's Legislative authorized staff complement was increased from 28 to 31 full time positions, to add a legislative analyst, an assistant Council attorney and an office and grants administrator;

**WHEREAS**, the Council has determined that its current facilities are not reasonably adequate to accommodate the increase in its new staff complement and that its website and external communications with citizens of the City needs to be improved;

**WHEREAS**, in order to insure a separation of powers between the executive and legislative branches of City government as contemplated by the Tennessee Constitution, the Council desires to amend Chapter 2, Article II of the Code of Ordinances of the City of Memphis to establish and affirm the Council's authority to appropriate City funds and resources to provide the appropriate staff, facilities and assets that it deems necessary to adequately and efficiently perform the legislative functions vested in it by the City's Charter.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MEMPHIS** that consistent with the Tennessee Constitution, the City's Charter, Ordinance Nos. 5219 and 5670, the Code of Ordinances for the City of Memphis, Tennessee Chapter 2, Article II, is hereby amended to create a new Section 2-19 which shall read as follows:

**SECTION 1. Section 2-19. – Council Facilities**

The Memphis City Council does hereby ordain that the Council alone shall determine the appropriate staff, facilities and assets that it deems necessary from time to time to adequately and efficiently perform the legislative functions vested in it by the City's Charter:

- (a) The Chairman shall be authorized in consultation with the Vice-Chairman and the Chairman of the Council's Budget Committee to make a determination of the facilities and assets that it deems necessary from time to time to adequately and efficiently perform the legislative functions vested in it by the City's Charter and to insure that the necessary City funds and resources are included in the Legislative Divisions' operating and capital budgets contained in the City's Annual Appropriation Ordinance and/or Capital Budgets or in any amendments thereto to provide the Council with the facilities and assets it deems necessary to adequately and efficiently perform the legislative functions vested in it by the City's Charter.
- (b) The Council has the authority under the City's Charter to approve and amend all budgets of the City and shall have the authority to amend the City's Annual Appropriation Ordinance and/or Capital Budgets to provide the Legislative Division with the facilities and assets it deems necessary to adequately and efficiently perform the legislative functions vested in it by the City's Charter, including funding for independent intellectual technology services and equipment, architectural and web design services, leasing consulting services, appropriation of unused or underutilized office space in City Hall, or leasing of additional office space, if none is available in City Hall.
- (c) The City administration shall see that the provisions of the Code of Ordinances for the City of Memphis, Tennessee Chapter 2, Article II, as amended, are observed and implemented, as required by the City's Charter.

**SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS** that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held

unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 3. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS** that this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

**SPONSORS:**

**JB SMILEY, JR.**

**CHASE CARLISLE**

**MARTAVIUS JONES**

**JANA SWEARENGEN-WASHINGTON**

**CHEYENNE JOHNSON**

**DR. JEFF WARREN**

**FORD CANALE**

**RHONDA LOGAN**

**MARTAVIUS JONES  
CHAIRMAN**



**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MEMPHIS** that consistent with the Tennessee Constitution, the City's Charter, Ordinance Nos. 5219 and 5670, the Code of Ordinances for the City of Memphis, Tennessee Chapter 2, Article II, is hereby amended to create a new Section 2-19 which shall read as follows:

**SECTION 1. Section 2-19. – Council Facilities**

The Memphis City Council does hereby ordain that the Council alone shall determine the appropriate staff, facilities and assets that it deems necessary from time to time to adequately and efficiently perform the legislative functions vested in it by the City's Charter:

- (a) The Chairman shall be authorized in consultation with the Vice-Chairman and the Chairman of the Council's Budget Committee to make a determination of the facilities and assets that it deems necessary from time to time to adequately and efficiently perform the legislative functions vested in it by the City's Charter and to insure that the necessary City funds and resources are included in the Legislative Divisions' operating and capital budgets contained in the City's Annual Appropriation Ordinance and/or Capital Budgets or in any amendments thereto to provide the Council with the facilities and assets it deems necessary to adequately and efficiently perform the legislative functions vested in it by the City's Charter.
- (b) The Council has the authority under the City's Charter to approve and amend all budgets of the City and shall have the authority to amend the City's Annual Appropriation Ordinance and/or Capital Budgets to provide the Legislative Division with the facilities and assets it deems necessary to adequately and efficiently perform the legislative functions vested in it by the City's Charter, including funding for independent intellectual technology services and equipment, architectural and web design services, leasing consulting services, appropriation of unused or underutilized office space in City Hall, or leasing of additional office space, if none is available in City Hall.
- (c) The City administration shall see that the provisions of the Code of Ordinances for the City of Memphis, Tennessee Chapter 2, Article II, as amended, are observed and implemented, as required by the City's Charter.

**SECTION 2. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS** that the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held

unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**SECTION 3. BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS** that this Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

**SPONSORS:**

**JB SMILEY, JR.**

**CHASE CARLISLE**

**MARTAVIUS JONES**

**JANA SWEARENGEN-WASHINGTON**

**CHEYENNE JOHNSON**

**DR. JEFF WARREN**

**FORD CANALE**

**MARTAVIUS JONES  
CHAIRMAN**

AN ORDINANCE TO AMEND CHAPTER 41- WRECKERS OR TOWING OPERATORS OF THE CODE OF ORDINANCES OF MEMPHIS, TENNESSEE, SO AS TO UPDATE FEES PRESCRIBED

**WHEREAS**, the Memphis City Council strives to ensure our laws are clear, current and relevant to keep our citizens safe and best serve our business community, assisting them in operating in accord with the laws contained within the Tennessee Code Annotated and the Code of Ordinances of Memphis, Tennessee; and

**WHEREAS**, the City of Memphis has a significant governmental interest in protecting the health, safety and welfare of the general public and preserving the public order; and

**WHEREAS**, Chapter 41 of the Code of Ordinances of Memphis, Tennessee, allows the Memphis City Council to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of the public, and the peace and dignity of the City; and

**WHEREAS**, the fees charged for non-consensual wreckers and towing operators within the City of Memphis have not been updated since 2006; in contrast, the cost of doing business has steadily risen since 2006, and current inflation and materials pricing have raised that cost even higher; and

**WHEREAS**, steady or increasing calls for service, coupled with space and staffing shortages at the City of Memphis Impound Lot require Towing Company drivers to spend more time dropping vehicles on the lot, thus further eroding the profitability of the business; and

**WHEREAS**, the Memphis City Council has heard the pleas of the city's Towing Operators to raise fees for their service to sustainable levels;

**NOW, THEREFORE,**

**Section 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS**, that Chapter 41 - Wreckers and Towing Operators, of the Code of Ordinances, is hereby amended as follows:

*Article 1, Section 41-2. Definitions.*

*Extra Winching* means a tow that requires the use of more cable than prescribed for each Class of wrecker in Section 41-4.

*Holiday hours* means any paid holiday recognized by the U.S. Federal or Tennessee State Governments.

*Night hours* means the hours between 6:00 p.m. and 7:00 a.m. daily.

*Weekend hours* means the hours between 6:00 p.m. Friday and 7:00 a.m. Monday.

*Article 1, Section 41-5. Wrecker classifications.*

A. Class A. For towing passenger cars, pickup trucks, small trailers or other vehicles having a gross vehicle weight of zero through 7,000 pounds and meeting the following requirements:

B. Class B. For towing medium-size trucks, trailers, or other vehicle having a gross vehicle weight of 7,001 pounds through 11,000 pounds and meeting the following requirements:

**Article 1, Section 41-6. Wrecker Fees Prescribed**

The following fees shall apply for each class of wrecker services providing non-consensual tow services:

A. Class A Wrecker Service: The maximum charge for Class A wrecker services, except in those instances which require the use of heavy-duty equipment as provided for in paragraph (2)(a) of this section, shall be as follows within the corporate limits of the city:

For the purposes of this section, “towed” vehicles are vehicles which can be driven but are towed to the lot at the request of the owner or police office. “Wrecked” vehicles are vehicles which cannot be driven and must be towed to the lot and not related to recovery of vehicles submerged in water and, or off the road by 200 feet.

	Recovery Base Rate	
<u>Wrecker Class</u>	<u>Towed</u>	<u>Wrecked</u>
A	\$225.00	\$275.00
Extra Winching	\$100.00 one-time fee	\$100.00 one time-fee

The applicable fee shall include the point of final destination given to the wrecker driver in accordance with section 41-12(a).

B. Class B and C wrecker service fees shall apply as follows:

For the purposes of this section, “towed” vehicles are vehicles which can be driven but are towed to the lot at the request of the owner or police office. “Wrecked” vehicles are vehicles which cannot be driven and must be towed to the lot and not related to recovery of vehicles submerged in water and, or off the road by 200 feet.

		Recovery Base Rate	
<u>Wrecker Class</u>		<u>Towed</u>	<u>Wrecked</u>
B	Straight Trucks, Vans, etc.:	\$370.00	\$475.00
B	Extra Winching	\$300.00 one-time	\$300.00 one time
<u>Wrecker Class</u>		<u>Towed</u>	<u>Wrecked</u>
C	Tandem-Axle, Not Loaded:	\$430.00	\$535.00
C	Tandem-Axle, Loaded:	\$465.00	\$575.00
	Recreational Vehicles:		
C	25 Feet & Under in Length	\$370.00	\$460.00
C	Over 25 Feet in Length:	\$505.00	\$610.00
C	Buses (Large):	\$505.00	\$610.00
C	Extra Winching	\$450.00 one-time fee	\$450.00 one-time fee

The fee for the use of a licensed driver helper for Class B wreckers shall not exceed \$60.00/hour and for Class C wreckers shall not exceed \$100.00/hour.

### **Fee To Drop Vehicle Before Departing.**

If the owner or operator of the vehicle is present and removes the vehicle to be towed from the premises before it is connected to the towing vehicle, the owner or operator shall not be charged any fee. If the owner or operator of the vehicle is present after the towing vehicle has been connected to the vehicle to be towed, the vehicle shall not be towed, but the owner or operator of the vehicle shall be liable for a reasonable fee not to exceed seventy-five dollars (\$75.00), in lieu of towing, provided the owner or operator of the vehicle forthwith removes the vehicle from the premises. A vehicle shall be deemed connected if every procedure required to secure the vehicle to the wrecker or wrecker equipment so that the vehicle may be safely towed has been completed at the time the owner or operator arrives, including the attachment of any safety chains. In the event that a tow is disregarded, the wrecker owner/operator responding to the call shall be rotated back to the top of the City's Wrecker Rotation List.

### **Bi-Annual Fee Review**

The fees prescribed in this Chapter, including the foregoing and any prescribed in the Chapter's subsequent Articles or Sections, shall be subject to review by the Memphis City Council once every two years, to ensure parity with Towing Operator business costs.

### **Section 41-7. City Impound Lot Storage Fees, Private Lot Fees, and Administrative Fees**

(a) A **one-time administrative fee of seventy-five dollars (\$75.00)** will be assessed for each tow ticket processed at the Memphis Police Department (City Impound Lot Facility or private tow lot), **after the first 72-hours of impoundment**. Such fee shall be charged to the consumer.

(b) The storage of a vehicle (excepting tractor trailer trucks) by a wrecker operator on a private tow lot or any municipally operated vehicle storage or impound lot shall be thirty dollars (\$30.00) for each twenty-four (24) hour period, or fraction thereof, after the first two (2) hours of impoundment. All vehicles that have been damaged in an accident and cannot be safely driven shall be towed. Such vehicles shall be removed from the scene of the accident by a wrecker service owner or operator and towed to such wrecker owner or operator's private wrecker lot, provided that, such wrecker owner or operator has not been notified by the Memphis Police Department that the vehicle is needed for evidentiary or investigative purposes.

(c) **The storage fee for tractor trailer trucks on a private tow lot or any municipally operated vehicle storage or impound lot shall be sixty dollars (\$60.00) for the rig and sixty dollars (\$60.00) for the trailer, for each twenty-four hour period, or fraction thereof. All vehicles must be stored behind the fence of the vehicle storage lot.**

(d) **In the case of private property impound (PPI) tows (also known as towaways), the fee shall be limited to no more than two hours. In the case that a trailer is attached to the driving vehicle, the fee amount shall apply to the driving vehicle and the attached trailer as a single unit. No additional fees may be charged for using dollies, trailers, lifts, slim jim or any other equipment, services, or licensed drive helpers.**

(e) **A "Gate Fee" of fifty dollars (\$50.00) shall be charged to release any car from a private tow lot or any municipally operated vehicle storage or impound lot during night, weekend, or holiday hours. A gate fee and daily storage fee may not be charged for the same day.**

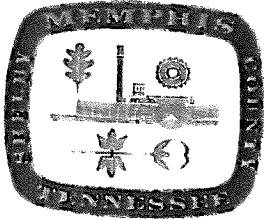


**Section 2. BE IT FURTHER ORDAINED,** That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

**Section 3. BE IT FURTHER ORDAINED,** That this Ordinance shall take effect after having been passed by City Council, signed by the Chair of Council, certified and delivered to the office of the Mayor in writing by the comptroller, and becomes effective as otherwise provided by law.

Sponsor:

Ford Canale



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

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

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

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

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

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

<b>Furniture, Fixtures, and Equipment</b>	<b>\$590,000.00</b>
---	---------------------

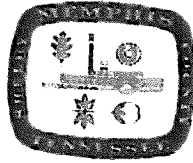
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2024 Capital Improvement Budget be and is hereby amended by transferring an allocation of \$590,000.00 funded by G.O. Bonds from Traffic Signals, Project Number EN24100 to Traffic Signal Furniture, Fixtures,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

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

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

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

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



## Memphis City Council Summary Sheet

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

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

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

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

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

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

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

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

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

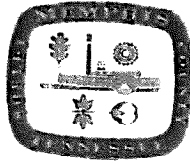
This resolution does not require a new contract, or amend an existing contract.

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

Expenditure of funding will be required.

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

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



## Memphis City Council Summary Sheet

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

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

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

This project is being initiated by the Division of Engineering.

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

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

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

This project will impact all Council Districts.

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

N/A

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

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

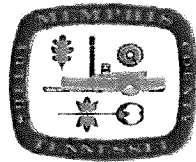
### 7. If applicable, please list the MWBE goal and any additional information needed

N/A



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

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



## Memphis City Council Summary Sheet

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

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

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

Memphis Fire Services is the initiating party.

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

There is no change to an existing ordinance or resolution.

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

All council districts and super district.

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

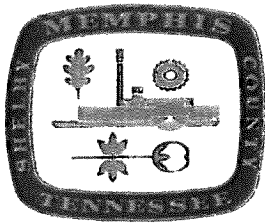
This request will not require a new contract.

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

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

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

There is no MWBE goal.



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

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

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

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

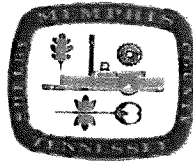
**WHEREAS**, It is necessary to appropriate the fund in the amount of Six Hundred Thirty-Five Thousand Three Hundred Twenty-Seven Dollars and Twenty-Seven Cents (\$635,327.27) for Fire Services; and

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

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

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

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



## Memphis City Council Summary Sheet

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

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

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

Fire Services is the initiating party.

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

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

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

This will impact all council and super districts.

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

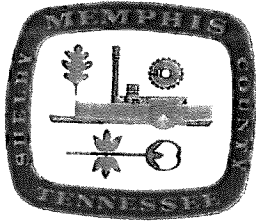
This request will not require a new contract.

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

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

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

N/A



## Resolution – Fire Services

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

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

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

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

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

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

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

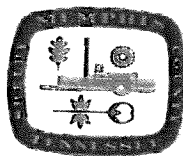
Revenue

Other Grant Revenue                    \$171,761.42

Expenses

Full Time Salaries                    \$171,761.42





## Memphis City Council Summary Sheet

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

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

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

Memphis Fire Services

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

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

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

All council districts/super districts

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

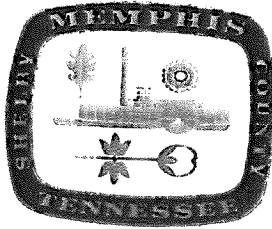
This request required a new contract which was executed on December 13, 2021 for 5 year term with G & W Diesel Service Inc.

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

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

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

No MWBE goal was set.



## FIRE SERVICES RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sponsor  
Cheyenne Johnson  
Michalyn Easter-Thomas

Chairman  
Martavius Jones