

Item # 30

Prepared By: Grace Hutchinson

Commissioner NORRIS

Approved By: Kelly Rayne Brayton
County Attorney

**RESOLUTION DESIGNATING RURAL AREAS PURSUANT TO PUBLIC
CHAPTER NO. 1101 OF THE TENNESSEE PUBLIC ACTS OF 1998,
T.C.A. § 6-58-101, ET SEQ.**

WHEREAS, Public Chapter No. 1101 codified in T.C.A. §6-58-101, et seq., expresses the General Assembly's intent to establish a comprehensive growth policy that more clearly matches the timing of development and the provision of public services; stabilizes each county's education funding base and establishes an incentive for each county legislative body to be more interested in education matters; and minimizes urban sprawl; and

WHEREAS, T.C.A. §6-58-104 (a)(2) provides that it is the duty of the Coordinating Committee to develop a recommended growth plan which identifies urban growth boundaries for each municipality within the county and planned growth areas and rural areas within the county; and

WHEREAS, T.C.A. §6-58-107 provides that the purpose of a growth plan is to direct the coordinated, efficient and orderly development of the local government and its environs that will, based on an analysis of present and future needs, best promote the public health, safety, morals and general welfare; and

WHEREAS, T.C.A. §6-58-104 further provides that the Coordinating Committee shall give due consideration to such planned growth areas and rural areas as may be timely proposed and submitted to the Coordinating Committee by the county legislative body; and

WHEREAS, The Coordinating Committee's adoption of urban growth boundaries, planned growth and rural areas will make it possible for Shelby County to establish separate zoning regulations within rural and planned growth areas as well as within urban growth boundaries identified by municipalities as provided in T.C.A. § 6-58-112 (a) (3), which will facilitate the goals and objectives set forth above; and

WHEREAS, the County has reviewed the reports and studies from the Memphis and Shelby County Division of Planning and Development, and has considered the factors set forth in T.C.A. §6-58-106(b) and (c) in making its determination to propose to the Coordinating Committee designations of either rural or planned growth; and

WHEREAS, the County has conducted two public hearings on this matter as required by T.C.A. §6-58-106(b) and (c), prior to proposing said designation(s) to the Coordinating Committee; and

WHEREAS, It is not the intent of Shelby County in any way to alter or amend the proposed agreement made by and among the County and the municipalities in Shelby County that is reflected in the Memorandum of Understanding dated August 12, 1999, said memorandum attached hereto as Exhibit A, incorporated herein by reference; and

WHEREAS, Nothing provided herein is intended to interfere with any municipality's ability to annex territory reserved unto it as agreed by and between the municipality and the other municipalities and Shelby County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That based on thorough analysis and study, and consideration of the factors set forth in T.C.A. §6-58-106, the following areas be and the same hereby are proposed as Rural Areas:

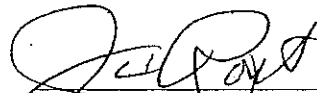
Rural: That portion of northeast Shelby County in the Loosahatchie Drainage Basin, bounded on the West by Austin Peay Highway, on the North by the Tipton County Line, on the East by the Fayette County line, and on the South by the drainage sub-basins of the Loosahatchie River and Crooked Creek, as indicated on the Map attached as Exhibit B, incorporated herein by reference.

That portion of the northwest Shelby County contained in the Mississippi River sub-basin, north of the Memphis City Limits to the Tipton County line and the most northerly sub-basin of Big Creek, as indicated on the attached Map attached as Exhibit B, incorporated herein by reference.

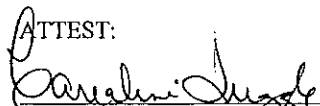
Those islands within the Mississippi River located within the boundary of Shelby County that are not within the Memphis City limit, as indicated on the attached Map attached as Exhibit B, incorporated herein by reference.

BE IT FURTHER RESOLVED, that nothing provided herein shall interfere with the terms of the proposed agreements made pursuant to and consistent with the Memorandum of Understanding dated August 12, 1999, said memorandum attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, That these Rural Area designations be submitted to the Coordinating Committee for inclusion in the Comprehensive Growth Plan.


Jim Roub, County Mayor

Date: 11-30-99

ATTEST:

Clerk of County Commission

Acting

ADOPTED: November 22, 1999

MEMORANDUM OF UNDERSTANDING BY AND AMONG THE
CITY OF MEMPHIS, TENNESSEE; SHELBY COUNTY, TENNESSEE;
THE TOWN OF ARLINGTON, TENNESSEE; THE CITY OF
COLLIERVILLE, TENNESSEE; THE CITY OF GERMANTOWN, TENNESSEE;
THE CITY OF LAKELAND, TENNESSEE; THE CITY OF BARTLETT,
TENNESSEE; AND THE CITY OF MILLINGTON, TENNESSEE

This Memorandum of Understanding is entered into this 12th day of August, 1999, by and between the City of Memphis; Shelby County, Tennessee; Town of Arlington, Tennessee; City of Collierville, Tennessee; City of Germantown, Tennessee; City of Lakeland, Tennessee; City of Bartlett, Tennessee; and the City of Millington, Tennessee.

PREAMBLE

In 1998, the Tennessee General Assembly enacted Public Chapter 1101 which provides the structures and processes for local governments to cooperatively determine their own growth plan. Public Chapter 1101 provides sufficient flexibility that allows local governments to tailor growth plans to suit the unique character of their area. Mayor Herenton, Mayor Rout and all suburban Mayors have engaged in discussions concerning the issues described in this Memorandum to create better relationships among the communities of Shelby County, Tennessee and in a cooperative spirit have entered into this Memorandum.

The Mayor of Memphis has met individually with the Mayor of Shelby County and each Mayor of each suburban city/town and the parties mutually and jointly agree that it is in the best interest of all citizens of Shelby County, Tennessee that issues between each city and town regarding growth, planning, and annexation be resolved for the good of all persons.

AGREEMENTS AND UNDERSTANDINGS

The City of Memphis, Shelby County, Town of Arlington, City of Collierville, City of Germantown, City of Lakeland, City of Bartlett and the City of Millington hereby acknowledge that the following provisions represent their mutual understandings as to the matters addressed herein, and reflect their mutual intent to do all things necessary and proper to implement these understandings. The respective cities, towns, and Shelby County, for and in consideration of the covenants and agreements set forth herein hereby agree as follows:

As a result of the adoption in 1998 by the Tennessee General Assembly of Public Chapter 1101, certain ambiguities exist in the law regarding the distribution and collection by the State of Tennessee of local option sales taxes (Local Option Revenue) and Wholesale Beer Tax (hereinafter referred to as "sales tax revenues"). The City and County Governments in an effort to cooperate with each other have agreed to settle and agree upon the division of the sales tax revenues as they affect annexations which were pending prior to the adoption of Public Chapter 1101 of the Public Acts of Tennessee. In order to foster better working relationships between the City and County governments, Mayor Herenton and Mayor Rout have agreed to recommend settlement of certain other issues to their respective legislative bodies.

The following items have been agreed upon between the Mayors of the respective cities and towns and the Mayor of Shelby County:

1. Each town and city in Shelby County and the City of Memphis will adopt Reserve Agreements or Amended Reserve Agreements to reflect the boundaries agreed to between the parties as delineated by Exhibit A.

2. The City of Collierville and the City of Memphis agree to divide on a fifty-fifty basis, the sales tax revenue on the property known as the Galina Property, located at the intersection of Poplar Avenue, Houston Levee Road and Winchester Road for a period of twenty (20) years from the date of annexation.

3. The City of Germantown and the City of Memphis agree to divide on a fifty-fifty basis, the sales tax revenue from the new Germantown Reserve Area for a period of twenty (20) years from the date of annexation.

4. Shelby County and the City of Memphis shall enter into an Agreement whereby the sales tax revenue from the recently annexed area known as Hickory Hill by the City of Memphis, which was effective December 31, 1998, shall be paid to the City of Memphis.

5. The City of Memphis shall execute a promissory note in regular form in favor of Shelby County as payment for Health Department overages in line with city expenditure growth in the amount of \$5.5 million, payable over a seven (7) year period with no interest, payable in annual installments, the first installment being due one (1) year from the date of execution; and agree to negotiate a new contract for the future funding of the Memphis and Shelby County Health Department.

6. The City of Memphis and Shelby County agree to contract with each other for the provision of fire services, West of Riverdale Road, South of the city limits of Memphis, to State Line Road, West to the city limits of Memphis, for a sum certain to be agreed upon, to be limited by the amount provided by the Shelby County Fire Fee as amended.

7. The City of Memphis and the Town of Arlington agree to settle a certain *quo warranto* lawsuit and annexation dispute by establishing the Arlington southernmost reserve boundary as Highway 64.

8. The City of Memphis and Shelby County agree to divide equally the sales tax revenues for all other pending annexations prior to the adoption of Public Chapter 1101 for a period of five (5) years after the annexation becomes effective and the sales tax revenues shall thereafter be paid to the City of Memphis.

9. All parties shall prepare the necessary contracts, reserve agreements, notes and such other documentation as is required to carry out the intent of this Memorandum. Each reserve agreement must be approved by the legislative body of each town and city and the agreements proposed between the City of Memphis and Shelby County Government shall be subject to the approval of the Memphis City Council and the Shelby County Commission.

10. It is anticipated that the new reserve agreement shall form the basis for the adoption of an urban growth plan for submission to the Shelby County Commission and the State of Tennessee, and such other authoritative bodies as required.

IN WITNESS WHEREOF, the parties acting through their duly elected and authorized capacities, have executed this Memorandum of Understanding effective as of the date and year first above written.

CITY OF MEMPHIS




Dr. Willie W. Herenton

SHELBY COUNTY



Jim Rout

TOWN OF ARLINGTON



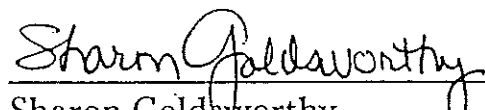
George Horton

CITY OF COLLIERVILLE



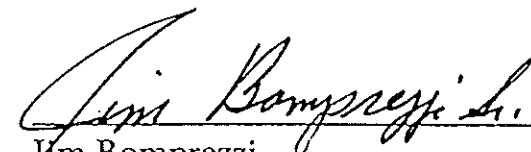
Linda Kerley

CITY OF GERMANTOWN



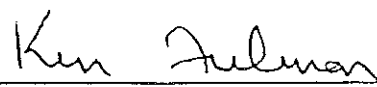
Sharon Goldsworthy

CITY OF LAKELAND



Jim Bomprezzi

CITY OF BARTLETT



Ken Fulmar

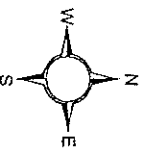
CITY OF MILLINGTON

George R. Harvell, Jr.

Recommended Rural Areas

Shelby County Growth Plan
Inventory and Analysis

~ Rural Area Boundary



Map Prepared September, 1999
Memphis and Shelby County Office of Planning and Development

