

# **DRAFT - MEMORANDUM OF UNDERSTANDING**

## **Arkansas Master Planned Communities Working Group**

**Whereas**, Arkansas's master planned communities were established from the mid-1950's through the 1980's including Cherokee Village (1954), Bella Vista Village (1965), Horseshoe Bend (19XX), Hot Springs Village (1970), Fairfield Bay (19XX), Holiday Island (19XX), Ozark Acres (19XX), and Diamondhead (19XX).

**Whereas**, the developers of these communities created Arkansas's relocation industry during the 1960's, 70's and 80's through their well-funded and organized marketing efforts responsible for attracting hundreds of thousands of tourists to Arkansas to vacation in these communities.

**Whereas**, many of these vacationers became property owners, and tens of thousands of these owners went on to build houses and eventually relocate and/or retire to Arkansas, providing a tremendous boost to local, regional and state economies.

**Whereas**, Arkansas is re-establishing itself to once again become a premier relocation destination for families and retirees.

**Whereas**, the well-established community and recreational infrastructure and property owner networks of Arkansas's master planned communities provide a strong foundation from which to attract the attention of households from across the country seeking to relocate to destinations like Arkansas.

**Whereas**, these communities possess many similar challenges and opportunities, and seek to advance the shared goal of increasing tourism, relocation and general growth of their communities through collaboration and cooperation, be it therefore

**Resolved** that the following Memorandum of Understanding (hereafter known as the "MOU") is made and entered into by the member communities.

### **Purpose**

The purpose of the Arkansas Master Planned Communities Working Group is to bring together leaders of Arkansas master planned communities to share knowledge, lessons learned and best practices, and to enhance communication and collaboration on issues impacting these communities. This MOU provides the framework for this collaborative effort.

## Eligible Member Communities

- Bella Vista
- Cherokee Village
- Diamondhead
- Fairfield Bay
- Holiday Island
- Horseshoe Bend
- Hot Springs Village
- Ozark Acres

## Membership Criteria



For the purpose of establishing criteria for membership into the Working Group, a master-planned community is defined as:

**A large-scale Arkansas residential community planned and built by a developer that includes well-established infrastructure such as roadways, utilities and basic community services, along with recreational amenities, such as lakes, golf courses, tennis courts, parks, trails, playgrounds, swimming pools, campsites and clubhouses. Some master planned communities may have stores, restaurants, schools, churches, shopping centers and other businesses.**

Characteristics of a master planned community include governance through a property owners association, improvement district, traditional city or municipal form of government, or active developer, or a combination of any these structures. Unlike traditional communities formed organically and on an ad hoc basis over an extended period of time, master planned communities are typically constructed on large swaths of raw land in a relatively short period of time based on a single development plan.

Additional characteristics include a large base of tax-paying property owners who reside outside of the community, region or state. These communities traditionally have dedicated funding for marketing and advertising to promote the community as a vacation, relocation and/or retirement destination.

## Member Community Representation and Participation

Each Member Community may designate two representatives from each of their principal governing bodies including city/municipal government, property owners association, and improvement district as well as representative(s) from an active developer or designated developer who holds the “developer rights” in the community.

## **Each Member Community Shall:**

1. Agree to form an “Arkansas Master Planned Communities Working Group” (hereafter known as the “Working Group”) made up of representatives of the principal governing bodies from each member community.
2. Agree to convene periodically and on an as-needed basis to share ideas and provide opportunities for learning and collaboration.
3. Agree to work together in the true spirit of cooperation to engage local, regional and state tourism and economic development agencies and associations and government officials in order to advance an agenda that promotes tourism, relocation and development opportunities for member communities.
4. Agree to pursue opportunities to cooperate, including on branding, marketing and cost-share advertising and promotional activities, when it is in the best interest of promoting tourism and relocation in member communities.

It is understood the Working Group will have no authority to enter into contracts or commit funds or resources of the member communities as that authority rests solely with each individual community.

The Working Group may appoint a Convener/Chair and appoint subcommittees and subcommittee chairs as needed. The Working Group shall meet on an as-needed basis. Working Group meetings and conferences are not open to the general public unless otherwise agreed by the Working Group.

## **It is Mutually Agreed By and Between the Member Communities that:**

1. No-Funds, No-Contractual Obligation: This MOU is neither a fiscal nor a funds obligation document, and no contractual relationship is established between the communities by this MOU.
2. Modification: Modifications within the scope of this MOU shall be made by mutual consent of the communities, by issuance of a written modification, signed and dated by each community, prior to any changes being performed.
3. Termination: Any party to the MOU, in writing to the remaining parties, may terminate their participation in this MOU in whole, or in part, at any time.

4. Commencement/Expiration Date: This MOU is executed as of the date of the last signature and is effective for two years from that date when it will automatically renew for another two-year term, and will continue to renew for successive two year terms until such time that any one or all of the parties agree to terminate the MOU.

**Signed,**

*[Signatures from authorized representatives from governing bodies of each community]*