

# City of Bandon

<b>CITY COUNCIL AGENDA DOCUMENTATION</b>	<b>DATE:</b> January 3, 2022
<b>SUBJECT:</b> Memorandum of Understanding with Seabird Village Homeowner's Association	<b>ITEM NO:</b> 5.1.1

## **BACKGROUND:**

The Homeowners Association of Seabird Village (HOA) is responsible for maintenance of certain common areas within the subdivision. The passage of time and economic challenges have meant that the remainder of the subdivision has not developed, such that Phase 1 homeowners have responsibility for common areas intended to serve a larger development. Because of this the common areas have substantial deferred maintenance, mostly trees that need to be thinned and trimmed. The proposed Memorandum of Understanding addresses vegetation maintenance and the relationship between the remainder of Seabird Village and the current HOA.

City staff intends to assist the HOA with a one-time thinning and trimming project intended to keep the sidewalks clear.

## **FISCAL IMPACT:**

There will be minimal fiscal impact from the proposed resolution.

## **RECOMMENDATION:**

**Authorize the City Manager to sign the attached Memorandum of Understanding with the Seabird Village Homeowner's Association.**

## **SUBMITTED BY:**



Dan Chandler, *City Manager*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEABIRD VILLAGE II SUBDIVISION HOMEOWNERS' ASSOCIATION AND  
THE CITY OF BANDON**

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**1. *Parties.*** This Memorandum of Understanding (the MOU) is made and entered into by and between Seabird Village II Subdivision Homeowners' Association (the HOA), whose address is P. O. Box 991, Bandon, Oregon 97411, and the City of Bandon (the City), whose address is P. O. Box 67, Bandon, Oregon 97411. \_\_\_\_\_

**2. *Responsibilities of HOA and City.***

**A. Landscape and sidewalk maintenance.**

1. The HOA shall develop and submit to the City a short-term and a long-term plan for landscape maintenance and upkeep of the common areas acceptable to the HOA members, and the City shall not unreasonably withhold approval.
2. The HOA will inform the City of any major work not on the annual schedule. A representative of the City's Public Works Department may approve such work to be done on trees or sidewalks in the subdivision without further permitting.
3. The City recognizes that the HOA members are collectively homeowners adjacent to the City owned common spaces requiring maintenance by the HOA. Therefore, the City will treat volunteer HOA members as the homeowner adjacent to this City property under BMC Title 12.
4. For the homes facing Seabird Drive, it is agreed that the HOA is responsible for maintenance from the north edge of the curved sidewalk south to the curb along Seabird Drive. The HOA has no authority or responsibility for the narrow strip of City property from the north edge of the curved sidewalk to the south property line of the adjacent lots/homes. The homeowners have the authority and

responsibility for their landscaping in accord with all other residential homeowners in Bandon.

**B. Enforcement of HOA Architectural Review Manual.**

1. The HOA is responsible for the architectural review and approval process.
2. The City will attempt to notify the HOA of applications submitted to the City within the current subdivision.

**C. Development or Sale of the Balance of the Subdivision.**

1. As the balance of the subdivision has the potential to develop into 80 or more additional lots, and that number of lots would lower the per lot annual and reserve costs to the members, the HOA encourages inclusion of the remaining property into the current subdivision and HOA.
2. The HOA requests that any successor developer/declarant, not be allowed to take credit for the HOA green space in their re-plat without bringing new lots into this HOA.

**Seabird Village II Subdivision Homeowners' Association**

\_\_\_\_\_  
Tom Stadelman, President of the Board

Date

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**City of Bandon**

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Dan Chandler, City Manager

Date

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