



## **NOTICE OF ADMINSTRATIVE LAND USE DECISION**

The City of La Pine Community Development Department has approved the land use application described below:

**DATE MAILED:** March 14, 2024

**FILE NUMBER:** 07SPR-23

**APPLICANT:** Jesse Bath  
21070 Scottsdale Dr  
Bend, OR 97701

**OWNER:** Bath Properties LLC  
21070 Scottsdale Dr  
Bend, OR 97701

**LOCATION:** The subject property is located at 16690 Assembly Way, La Pine, Oregon 97739. The Tax Lot number is 101 on Deschutes County Assessor's Map 22-10-14AB.

**REQUEST:** The applicant is requesting Site Plan Review to expand an existing self-storage facility within the Industrial zone. The proposed expansion will measure 8,1000 square feet in area.

**STAFF CONTACT:** Rachel Vickers, Associate Planner  
Email: [rvickers@lapineoregon.gov](mailto:rvickers@lapineoregon.gov)  
Phone: (541) 280-5680

**DECISION:** Approved, subject to the conditions of approval identified below

### **I. APPLICABLE STANDARDS, PROCEDURES, AND CRITERIA**

City of La Pine Development Code

Article 3. Zoning Districts

Section 15.24, Industrial and Public Facility Zones

Article 5. Development Standards

Section 15.80, Development Standards, Generally

Section 15.82, Landscaping, Buffering and Fences

Section 15.86, Parking and Loading

Section 15.88, Access and Circulation

Section 15.94, Improvement Procedures and Guarantees

## CONDITIONS OF APPROVAL:

### AT ALL TIMES

- A. Application Materials: This approval is based upon the application, site plan, specifications, and supporting documentation submitted by the applicant. Any substantial change in this approved use will require review through a new land use application.
- B. Additional Permit Requirements: The applicant shall obtain necessary permits from the City of La Pine, Deschutes County Building Department, Deschutes County Onsite Wastewater Department, and any other necessary State or Federal permits.
- C. Confirmation of Conditions: The applicant shall be responsible for confirming in detail how each specific condition of approval has been met if requested by City staff.
- D. Exterior Lighting: All exterior lighting shall be so placed and shielded so as not to create a nuisance for adjacent properties.
- E. Maintenance and Plant Survival: All landscaping approved or required as a part of a development plan shall be continuously maintained, including necessary watering, weeding, pruning and replacement of plant materials. Except where the applicant proposes landscaping consisting of drought-resistant plantings and materials that can be maintained and can survive without irrigation, landscaped areas shall be irrigated. If plantings fail to survive, it is the responsibility of the property owner to replace them.
- F. Fence Maintenance: Every fence shall be maintained in a condition of reasonable repair and shall not be allowed to become and remain in a condition of disrepair including noticeable leaning, missing sections, broken supports, non-uniform height, and uncontrolled growth of vegetation.
- G. Duties of Developer: It shall be the responsibility of the developer to construct all streets, curbs, sidewalks, sanitary sewers, storm sewers, water mains, electric, telephone and cable television lines necessary to serve the use or development in accordance with the specifications of the city and/or the serving entity.
- H. Sewer and Water Plan Approval: Development permits for sewer and water improvements shall not be issued until the Public Works Director has approved all sanitary sewer and water plans in conformance with city standards.
- I. Utilities: The developer of a property is responsible for coordinating the development plan with the applicable utility providers and paying for the extension and installation of utilities not otherwise available to the subject property.
- J. Underground Utilities: All new electrical, telephone or other utility lines shall be underground unless otherwise approved by the city.
- K. Utility Installation: The developer shall make necessary arrangements with the serving utility companies for the installation of all proposed or required utilities, which may include electrical power, natural gas, telephone, cable television and the like.
- L. Plan Review and Approval: Improvement work shall not be commenced until development plans therefor have been reviewed and approved by the city or a designated representative thereof. The review and approval shall be at the expense of the developer.

- M.** Modification: Improvement work shall not commence until after the city has been notified and approval therefore has been granted, and if work is discontinued for any reason, it shall not be resumed until after the city is notified and approval thereof granted.
- N.** Inspection: Improvement work shall be constructed under the inspection and approval of an inspector designated by the city, and the expenses incurred therefore shall be borne by the developer. Fees established by the city council for such review and inspection may be established in lieu of actual expenses. The city, through the inspector, may require changes in typical sections and details of improvements if unusual or special conditions arise during construction to warrant such changes in the public interest.
- O.** Underground Utility Installation: Underground utilities, including, but not limited to, electric power, telephone, water mains, water service crossings, sanitary sewers and storm drains, to be installed in streets, shall be constructed by the developer prior to the surfacing of the streets.
- P.** As Built Plans: If needed, as built plans for all public improvements shall be prepared and completed by a licensed engineer and filed with the city upon the completion of all such improvements. A copy of the as built plans shall be filed with the final plat of a subdivision or other development by and at the cost of the developer. The plans shall be completed and duly filed within 30 days of the completion of the improvements.
- Q.** Bond or Other Performance Assurance: The developer shall file with the agreement, to ensure his/her full and faithful performance thereof, one of the following, pursuant to approval of the city attorney and city manager, and approval and acceptance by the city council:
1. A surety bond executed by a surety company authorized to transact business in the State of Oregon in a form approved by the city attorney.
  2. A personal bond co-signed by at least one additional person together with evidence of financial responsibility and resources of those signing the bond sufficient to provide reasonable assurance of the ability to proceed in accordance with the agreement.
  3. Cash deposit.
  4. Such other security as may be approved and deemed necessary by the city council to adequately ensure completion of the required improvements.
- R.** Amount of Security Required: The assurance of full and faithful performance shall be for a sum approved by the city as sufficient to cover the cost of the improvements and repairs, including related engineering, inspection and other incidental expenses, plus an additional 20 percent for contingencies.
- S.** Default Status: If a developer fails to carry out provisions of the agreement, and the city has unreimbursed costs or expenses resulting from the failure, the city shall call on the bond or other assurance for reimbursement of the costs or expenses. If the amount of the bond or other assurance deposit exceeds costs and expenses incurred by the city, it shall release the remainder. If the amount of the bond or other assurance is less than the costs or expenses incurred by the city, the developer shall be liable to the city for the difference plus any attorney fees and costs incurred.
- T.** Maintenance Surety Bond: Prior to sale and occupancy of any lot, parcel or building unit erected upon a lot within a subdivision, partitioning, PUD or other development, and as a condition of acceptance of improvements, the city will require a one-year maintenance surety bond in an amount not to exceed 20 percent of the value of all improvements, to guarantee maintenance and performance for a period of not less than one year from the date of acceptance.

- U. Landscaping Assurance: Landscaping and other site improvements required pursuant to the approved design review plan shall be installed prior to the issuance of a certificate of occupancy or final inspection, unless the property owner and/or applicant submits a performance assurance device that is approved by the city committing the installation of landscaping and other site improvements within one year.
- V. Performance Delay: In no case shall the performance be delayed beyond the one-year period for more than six months unless approved otherwise by the city.

#### **PRIOR TO THE ISSUANCE OF BUILDING PERMITS**

- W. Drainage Plan: **Prior to building permit issuance**, developer shall update plans to provide drainage plan with grades, flow directions, storm volumes, and infiltration rates in accordance with Central Oregon Stormwater Manual.
- X. Fence Materials: **Prior to the issuance of building permits**, the applicant must provide City staff with information on the type of fencing materials that will be installed.
- Y. Walkway Construction: Walkway surfaces may be concrete, asphalt, brick or masonry pavers, or other city-approved durable surface meeting ADA requirements. Walkways shall be not less than four feet in width, except that the city may require five-foot wide, or wider, sidewalks in developments where pedestrian traffic warrants walkways wider than four feet.
- Z. Stormwater: **Prior to the issuance of building permits**, the City Engineer must review and approve the drainage facilities on site for compliance with LPDC Section 15.90.040.

#### **PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY**

- AA. Assembly Way ROW Dedication: **Prior to occupancy**, the developer shall dedicate 2 feet of public right of way along the project frontage on Assembly Way. The developer shall provide the legal description and map for the dedication. The City will provide the deed form. The developer is responsible for recording the deed with the county clerk once signed by all parties.
- AB. Assembly Way Sidewalk: **Prior to occupancy**, the developer shall construct 6' wide concrete sidewalk along the property frontage on Assembly Way, with the back of sidewalk located along the right of way dedication line.
- AC. Reed Road Sidewalk: **Prior to occupancy**, the developer shall construct 6' wide concrete sidewalk along the property frontage on Reed Road, with the back of sidewalk located along the existing right of way line.
- AD. Assembly Way Trees: **Prior to occupancy**, the developer shall install a minimum of six street trees along the Assembly Way frontage between the curb and sidewalk.
- AE. Reed Road Trees: **Prior to occupancy**, the developer shall install a minimum of six street trees along the Reed Road frontage between the curb and sidewalk.
- AF. Access Agreement/Easement: **Prior to occupancy**, the developer shall draft, sign, and record a shared access agreement or easement providing the subject property access across the adjacent property to the public right of way. A copy of the recorded agreement or easement shall be delivered to the City.
- AG. Plant Material Installation Standards: **Prior to occupancy**, the developer shall confirm the following

landscaping standards are met:

1. Landscape plant materials shall be properly guyed and staked, and shall not interfere with vehicular or pedestrian traffic or parking and loading.
2. Trees shall be a minimum size of six feet in height and be fully branched at the time of planting.
3. Shrubs shall be supplied in one-gallon containers or six-inch burlap balls with a minimum spread of 12 inches.
4. Rows of plants should be staggered to provide for more effective coverage.

**AH.** Public Facilities: ***Prior to occupancy***, the developer shall prove adequate public facilities and utilities are available.

#### **PRIOR TO DEVELOPMENT**

**AI.** Agreement for Improvements: ***Prior to development***, where public improvements are required, the owner and/or developer shall either install required improvements and repair existing streets and other public facilities damaged in the development of the property, or shall execute and file with the city an agreement between him/herself and the city specifying the period in which improvements and repairs shall be completed and, providing that if the work is not completed within the period specified, that the city may complete the work and recover the full costs thereof, together with court costs and attorney costs necessary to collect the amounts from the developer. The agreement shall also provide for payment to the city for the cost of inspection and other engineer services directly attributed to the project.

**THIS DECISION BECOMES FINAL TWELVE (12) DAYS AFTER THE DATE MAILED, UNLESS APPEALED BY THE APPLICANT OR A PARTY OF INTEREST IN ACCORDANCE WITH ARTICLE 7, CHAPTER 15.212 OF THE CITY OF LA PINE LAND DEVELOPMENT CODE. PURSUANT TO ARTICLE 7, CHAPTER 15.212 OF THE CITY OF LA PINE LAND DEVELOPMENT CODE, APPEALS MUST BE RECEIVED BY 5:00 PM ON THE 12<sup>TH</sup> DAY FOLLOWING MAILING OF THIS DECISION.**



A copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at City Hall at 16345 Sixth Street, La Pine. Copies of these documents can also be provided at a reasonable cost from the City of La Pine. For more information or to request copies of these documents, contact [rvickers@lapineoregon.gov](mailto:rvickers@lapineoregon.gov).

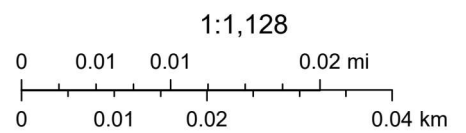
This Notice was mailed pursuant to City of La Pine Development Code Part III, Article 7, Section 15.204.020(D).

# City of La Pine File 07SPR-23, Bath



3/14/2024, 8:23:30 AM

-  Override 1
-  Taxlots



Maxar, Microsoft