



STAFF REPORT Conditional Use

APPLICANT OWNER: Amber & John Sepulveda, 1828 Thomas Avenue, Coos Bay, OR 97420
Steve Basmajian, PO Box 282, Roseburg, OR 97470-0051

SUBJECT PROPERTY: **810 Newmark Avenue, Coos Bay, Oregon 97420**
T.25, R.13, S.20BA - Tax Lot 9800
Lots 7, 8 & W ½ of 9, Block 30, Empire 1st Addition

SUBJECT: **LAND USE APPLICATION – CONDITIONAL USE #187-ZON16-053**
Establish a dog and cat grooming shop

I. APPLICANT'S REQUEST

The applicant is requesting approval to establish a dog/cat grooming shop at the above described location. In accordance with Coos Bay Municipal Code, Chapter 17.372.020 – Uses, "Inside animal activities only," is a conditionally permitted use in the zone; therefore, approval of a Conditional Use application is required.

II. BACKGROUND/HISTORY

The main structure was constructed in 1929. The City of Empire consolidated with the City of Coos Bay in 1965. According to records available at City Hall, there are three individual commercial units within the structure. There was an addition added in 1994 and in 2012 the structure was completely remodeled (Interior and exterior). There are still three individual commercial units within the structure.

City records indicate the following prior uses within the structure:

810 Newmark Avenue: SWOCC Welding Shop; beauty shop from 1989 to 2012; Mexican food retail store June of 2016 (closed shortly after). This portion of the structure is currently vacant

812 Newmark Avenue: Retail sales (fiber foods, used items, pet store) 2001-2006, Martial Arts/yoga/dance studio 2007-2008; Second hand/flea market 2010-2012; Computer store 1997 to 2010(?); Copy/Print Center 1993-1994. This portion of the structure is currently used by the owner as an office or is vacant.

814 Newmark Avenue: Real Estate 1990; Retail sales (trinkets, gift shop, fishing tackle, consignment, cards/games, fashion accessories 1994-2009; Pet grooming shop 2010 to 2012. The current use is Subway restaurant.

III. APPLICABLE REGULATIONS

Coos Bay Municipal Code Chapter 17.230 Commercial Districts (C and MX)
Coos Bay Municipal Code Chapter CBMC 17.340 Off-Street Parking
Coos Bay Municipal Code Chapter CBMC 17.325 Conditional Use

IV. STAFF RECOMMENDATION

Staff prepared the following report based on the applicant's submittal, information available at City Hall and the City of Coos Bay Land Development Code (CBMC Title 17).

Staff finds there is sufficient evidence in the record upon which an approval can be based; therefore, staff is recommending approval of application #187-ZON2016-053 as found on page 5 of this staff report.

V. CONDITIONAL USE / FINDINGS AND CONCLUSION

The following is a list of the decision criteria applicable to the request. According to Chapter 17.325.040 of the City of Coos Bay Municipal Code (CBMC) a Conditional Use request must be supported by each of the criteria followed by findings or justification statements that may be adopted by the Planning Commission to support their conclusions. Although each of the findings or justification statements specifically apply to at least one of the decision criteria, any of the statements may be used to support the Commission's final decision.

Based on their conclusions the Commission must approve, conditionally approve or deny the application. Conditions may be imposed by the Commission in order to address concerns about the compatibility of the proposed use.

DECISION CRITERION A: The characteristics of the site are suitable to accommodate the proposed use and necessary mitigation of potential adverse impacts considering size, shape, location, topography and natural features.

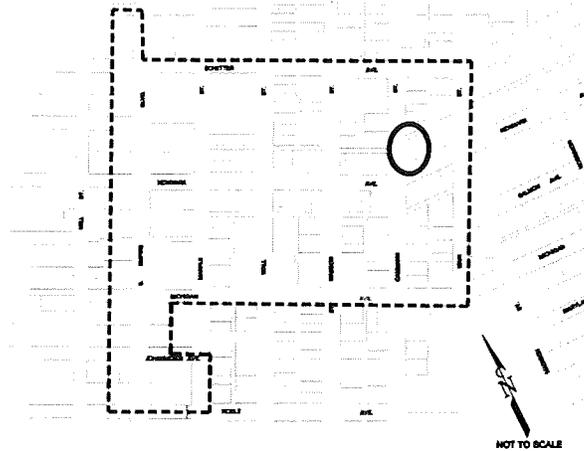
STATEMENTS OF FACT AND FINDINGS:

- A1. The property is located in the Commercial (C) zoning district. As outlined in CBMC Use Table 17.230.020 Medical and Health, "Inside animal activities only" (which would include a pet grooming business), is a Conditionally Permitted use in the zone.
- A2. According to records at City Hall, a pet supply store (retail sales) was located in the unit identified as 812 Newmark Avenue in 2006; and, a pet grooming business was located in 814 Newmark Avenue in 2010-2012. The Development Code in effect at that time (Ordinance No. 97) listed the uses as permitted.
- A3. The subject property is fully developed and no changes are proposed to the interior or exterior of the structure, except the additional of a washing sink.
- A4. Access to existing off-street parking is off North Cammann Street and off Newmark Avenue.

- A5. The property is located within the “Exempt Parking Area” in Empire as outlined in Figure 17.340.010(C)

Any use included in the area identified in Figure 17.340.010(C), Exempt Parking Area with Cap, must provide off-street parking for the number of spaces required in Table 17.340.010(A), Off-Street Parking Requirements, in excess of 25 spaces.

Figure 17.340.010(C) – Exempt Parking Area with Cap



- A6. Notice was sent to property owners within 300 feet of the subject property. As of the date of this report, no phone calls or written communication has been received.

CONCLUSION: Staff concurs that the property is suitable to accommodate the proposed use. The decision criteria have been adequately addressed and approval of the proposal can be supported.

DECISION CRITERION B: All required public facilities (i.e., water, sanitary waste, drainage and roads) have adequate capacity to serve the proposed use;

STATEMENTS OF FACT AND FINDINGS:

- B1. The existing story structure was constructed in approximately 1929. At the time of construction all lot, yard, building height and other development standards were met. The applicant is not proposing any change to the footprint.
- B2. No changes are proposed to the storm water or sewer services. According to the Coos Bay/North Bend Water Department and the City of Coos Bay Engineering Department, the existing utilities are adequate to service the proposed use.

CONCLUSION: Staff concurs that the decision criteria have been adequately addressed and approval of the proposal can be supported.

DECISION CRITERON C: The proposed use complies with the applicable requirements of the zone except as otherwise approved by variance or other means consistent with this title.

STATEMENTS OF FACT AND FINDINGS:

- C1. Per CBMC Chapter 17.362.020 Height of fences and hedges. Front and Street Side Yards. Fences shall be no higher than eight feet (measured from ground level) within five feet of a front property line or street side property line.

Based on the submitted application, no fencing is proposed.

- C2. Per CBMC Chapter 17.362.030 Solid waste *"If refuse containers are used by more than one unit for temporary storage of solid wastes, the container(s) shall be screened from view from off-site by a sight-obscuring fence and/or evergreen landscaping and the area kept clean of all litter."*

According to the applicant, there will be no change to the existing dumpster container or service (fully enclosed and screened from public view).

- C3. Per CBMC Chapter 17.362.040 Lighting, any future exterior lighting provided shall be designed and arranged to not reflect or cast glare into any residential zone. Any future lighting shall not rotate, glitter or flash.

According to the applicant, no change in exterior lighting is proposed.

- C.4 Per CBMC Chapter 17.362.050 Noise. All development shall comply with the noise standards established in the city. CBMC Chapter 9.20 Offenses against public peace indicates that *"no person shall create, or assist in creating, or permit the continuance of unreasonable noise which annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others"*.

The proposed use is consistent with prior and current uses in the surrounding area and would have similar noise impact on the neighboring property.

- C5. Per CBMC Chapter 17.362.060 Landscaping is required for new commercial or industrial zoned lot or development.

The lot is developed and no changes are proposed to the footprint of the structure.

CONCLUSION: Staff concurs that the proposed use would comply with the property development standard of the Commercial (C) zoning district and the supplementary development standards as outlined in the Coos Bay Municipal Code. The decision criteria have been adequately addressed and approval of the proposal can be supported.

DECISION CRITERION D: The establishment, maintenance or operation of the proposed use will not, under the circumstances of the particular case, be significantly detrimental to the health, safety or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to the property and improvements in the neighborhood or to the general welfare of the city.

STATEMENTS OF FACT AND FINDINGS:

- D1. According to the applicant's submittal the hours of operation will be 9:00 a.m. to 5:00 p.m. Thursday thru Saturday. The animals will be groomed within one to two hours and then picked up by the owner. The animals are never taken outside the building except by their owner. There will be a pen area with potty pads for easy cleaned up and disposal if needed. All shampoos and supplies are natural and bio-degradable. All supplies will be delivered by UPS or Fed-Ex.
- D2. The zoning and uses in the area surrounding the subject property is Commercial. The Commercial (C) zoning district list the proposed use as Conditionally Permitted.
- D3. According to records at City Hall, a pet supply store (retail sales) was located in the unit identified as 812 Newmark Avenue in 2006; and, a pet grooming business was located in 814 Newmark Avenue in 2010-2012. The Development Code in effect at that time (Ordinance No. 97) listed the uses as permitted.

CONCLUSION: Staff concurs that the proposed use is similar to uses in the surrounding area and would not be detrimental to the health, safety or general welfare of residents in the area or citizens working in the area. The decision criteria have been adequately addressed and approval of the proposal can be supported.

VI. RECOMMENDATION

Based on the adopted Findings and Conclusions, as supported by the applicant's submittal, attached hereto and incorporated herein by reference as Attachments "A", approve land use application #187-ZON16-053 allowing the establishment of a dog/cat grooming business at 810 Newmark Avenue, in the Commercial (C) zoning district.



Debbie Erler, Planner 1
Community Development Department

Date: October 3, 2016

cc: Applicant
Dave Perry, DLCD

ATTACHMENTS: A – Applicant's submittal
B - Aerial ,

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City of Coos Bay

Community Development · 500 Central Avenue · Coos Bay, Oregon 97420
Telephone 541.269.1181 · Fax 541.269.8916 · coosbay.org

187-20016-053

LAND USE DEVELOPMENT REVIEW APPLICATION

For Office Use Only	
STAFF CONTACT	PROJECT NO(S).

Type of Review (Please check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Home Occupation | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Appeal and Review | <input type="checkbox"/> Legislative/Text Amendment | <input type="checkbox"/> Temporary Use |
| <input type="checkbox"/> Architectural Design Review | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Vacation |
| <input checked="" type="checkbox"/> Conditional Use | <input type="checkbox"/> Partition | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Estuarine Use/Activities | <input type="checkbox"/> Site Plan Review | <input checked="" type="checkbox"/> Other _____ |

Pre-Application applications require a different application form available on the City website or at City Hall.

Site Location/Address: 810 NEW MARK AVE COOS BAY, OR 97420	Assessor's Map No./Tax Lot(s): 255 13 20 BA 09800
	Zoning:
	Total Land Area:

Detailed Description of Proposal:
Dog & Cat Grooming Shop

Applicant/Owner Name: <u>Amber & John Sepulveda</u> <small>(please print)</small>	Phone: <u>541-260-8043</u>
Address: <u>1828 Thomas Ave</u>	Email: <u>mywhitepeak@gmail.com</u>
City State Zip: <u>Coos Bay, OR 97420</u>	

Applicant's Representative: <small>(please print)</small>	Phone:
Address:	Email:
City State Zip:	

1. Provide evidence that you are the owner or purchaser of the property or have the written permission of owner(s) to make an application.
2. Copy of the deed for the subject property.
3. Address the Decision Criteria or Goals/Standards outlined in the Coos Bay Municipal Code chapter(s) related to your request.
4. Additional information: Date construction is expected to begin; estimated completion date of the total project and of individual segments; and anticipated future development.
5. Type II requires three (3) **complete hard-copy sets** (single sided) of application & submitted documents must be included with this application. **One (1) complete set** of digital application materials must also be submitted electronically or on CD in Word format. Additional copies may be required as directed by the Coos Bay Director of Community Development.
6. Type III requires **Ten (10) complete hard-copy sets** (single sided) of application & submitted documents must be included with this application. **One (1) complete set** of digital application materials must also be submitted electronically or on CD in Word format. Additional copies may be required as directed by the Coos Bay Director of Community Development.

The undersigned property owner(s) hereby authorizes the filing of this application, and authorizes on site review by authorized staff. I hereby agree to comply with all code requirements applicable to my application. Acceptance of this application does not infer a complete submittal. All amendments to the Coos Bay Development Code and to other regulations adopted after the application is approved shall be enforced where applicable. Approved applications and subsequent development is not vested under the provisions in place at the time of the initial application.

<u>A. Sepulveda</u> Applicant's signature	<u>9-16-16</u> Date	<u>Steph Thurman</u> Owner's signature (required) Agent for STEVA Basmajian	<u>9/16/16</u> Date
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Coos Bay Land Use Application

The address of the building is: 810 Newmark Ave. Coos Bay OR 97420.

There will be no construction on the inside or outside of the building. There is a sink that will be changed out and a bath tub put in the same spot. The shop is perfect for pet grooming as it is. All it needs a grooming table and bath tub. Instead of a sign there will be a banner on inside of the window.

Building is on a commercial corner in the Empire area of Coos Bay. From what we have learned, this building has been a beauty parlor and a grooming parlor in the past. There is sufficient parking painted on the street beside the building, so as not to impact traffic in the area. Also, business hours will be 9 am to 5 pm Tuesday – Saturday, which is normal hours for most businesses. Since the clientele will be arriving at specified times, this should not have an effect on traffic.

There should not be a noise problem as dog's owners will make appointments. Dog will be checked in and grooming will start immediately and should be finished within 1-2 hours and sent home. In the case that a dog needs a potty walk, there will be an area with potty pads in an ex-pen so that it is easily cleaned up & disposed of. Animals are never taken outside the building except with their owner. All shampoos and supplies are natural and bio-degradable. There will be no harmful chemicals used in this business. All supplies will be Delivered by UPS or Fed-Ex.

Although the store has sufficient area to support several groomers, this facility will have one groomer and one bather. There is possibility of a second groomer in the shop in two to three years. But we want this to remain a small shop.

R. J. Sepulveda
9-15-16

LEASE AGREEMENT

THIS LEASE made between E. L. Edwards Realty II, Inc., Agent for Steve Basmajian, hereinafter designated as "Lessor," and Empire Lake Pet Grooming/John A. & Amber Sepulveda hereinafter designated as "Lessee."

WITNESSETH:

Lessor, in consideration of and under the terms, covenants and conditions hereinafter set forth, hereby leases and grants to Lessee the premises described as a retail store space. The property is located at 810 Newmark, Coos Bay, OR 97420.

1. **TERM.** This lease shall run for a period of 12 months commencing on October 1, 2016, and terminating at 12:00 o'clock midnight on September 30, 2017.
2. **POSSESSION AND USE.** Lessee's rights to the possession of the premises and obligations under this lease commence effective on October 1, 2016, upon payment of a security deposit of 600.00 to be paid \$100.00 a month with rent payment until paid in full. The premises will be used as a pet grooming.
 - A. In the event that Lessee is not able to acquire the city permit needed for occupancy, this lease becomes null and void.
3. **RENT.** Lessee shall pay as rent for the above-described premises the sum of \$5400.00. This amount shall be payable in advance in monthly installments of \$400.00 beginning November 1, and continuing each month thereafter through April 30, 2017; then \$500.00 a month beginning May 1, 2017 and continuing each month thereafter through September 30, 2017. Each payment is due on the 1st of the month. If payment is not made within ten (10) days after the 1st of each month, this Lease may be terminated by Lessor (ORS 91.090). A late fee of five percent (5%) of the rent will be assessed if a payment is received after the 10th of the month. Until further notice, rent is to be made payable to E. L. Edwards Realty II, Inc., and mailed or delivered to 2707 Broadway, North Bend, OR 97459.
4. **TAXES AND INSURANCE.** Lessor will be responsible for payment of all real property taxes, physical damage (fire and extended coverage) and owner's liability insurance coverage and premiums. Lessee will be responsible for maintaining and paying the premiums for insurance on contents and liability insurance coverage appropriate to non-owner occupation of the premises related hereto and shall provide continuous proof to Agent of such coverage.
5. **MAINTENANCE AND REPAIRS.** Lessor shall be responsible for structural repairs, maintenance of roof, electrical wiring and plumbing. Lessee shall be responsible for landscape maintenance, making repairs to the interior, repair of glass, any interior decoration and any other repairs to the premises which Lessor is not specifically required to make. Lessee to contact E. L. Edwards Realty II, Inc., 541-756-0347, for maintenance and repairs to be done by Lessor.
6. **UTILITIES.** All utilities and services shall be supplied and paid for by Lessee during the term of this Agreement.

7. COMPLIANCE WITH LAW. Lessee, at their own expense, shall promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances and requirements of Federal, State, County and City governments with respect to the use, care and control of the leased premises.

8. RESTRICTIONS ON USE. In connection with the use of the premises, Lessee shall:

A. Make no improvements or alterations on the leased premises without first obtaining Lessor's written consent. Lessee and Lessor are to have a written agreement as to the ownership of said improvements or alterations in order to avoid ownership disputes at a later date. Unless specified, any improvements and alterations made will be owned by Lessor.

B. Conform to all applicable laws and regulations of a public authority affecting the premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.

C. Comply with any reasonable rules respecting the use of the premises promulgated by Lessor from time-to-time and communicated to Lessee in writing.

9. ACCESS BY LESSOR. Lessor, or their representatives and agents, shall have free access to the premises at reasonable times for the purpose of examining or exhibiting the same or to make any alterations which Lessor deems convenient for the maintenance or preservation thereof.

10. ASSIGNMENT AND SUBLEASE. Lessee covenants that this lease shall not be assigned and that no portion of the leased premises will be sublet by Lessee without the written consent of Lessor. In the event Lessee makes such assignment or sublease without the written consent of Lessor, this lease shall become null and void and Lessor shall have the option and right to terminate this lease and reenter upon the premises. The exercise of this option by Lessor shall not be a waiver by Lessor of any right to collect damages for Lessee's breach of this covenant.

11. REPRESENTATIONS. Lessee acknowledges that this lease is accepted and executed on the basis of the Lessee's own examination and personal knowledge of the value and condition of the premises; that no representation as to the value, condition or repair of said premises has been made by Lessor or their agents and that Lessee agrees to take said leasehold premises in the condition said premises are in at the time of the execution of this lease.

12. SURRENDER AND RETURN OF PREMISES AT EXPIRATION. Upon the expiration of this lease or its termination for any cause, Lessee will surrender said premises to Lessor. Lessee shall be solely responsible for returning the premises to the condition and order as they were at the time of execution of this lease, except for reasonable wear and tear.

13. LIENS AND ENCUMBRANCES. Lessee shall keep the leased premises free and clear of any and all liens or encumbrances imposed or threatened to be imposed on the leased premises by reason of any contract, act or omission by Lessee.

14. INJURY TO PROPERTY OR PERSON. Lessee covenants to save Lessor harmless from and to indemnify Lessor for any loss or damage resulting from Lessee's use of the leased premises or any use in connection therewith. Lessee is to be responsible for the condition of the leased premises during the term of this lease and any damage or injury to property or persons resulting from the condition of the premises or the activities of Lessee and their agents.

15. DEFAULT.

A. In the case of default by the Lessee in any payment of rent or monetary obligations, Lessor may enforce the performance of this lease in any manner provided by law or, at the option of the Lessor, this lease may be terminated.

B. In the event of any default other than payment of rent or other monetary obligation, Lessor may give to Lessee a twenty (20) day notice to cure default, and if the default is not corrected within the expiration of the twenty (20) days, the lease shall terminate. If Lessee has commenced removal of the default within the twenty (20) day period, but not completed removal of the default then, at Lessor's sole option, Lessor may extend the date of curing the default and termination of this lease. If Lessor does not extend the date of curing, then the lease is terminated as of the original date in the twenty (20) day notice. If Lessor has terminated this lease, it shall cease and come to an end as if it were the day originally fixed for the expiration of the term thereof, and Lessor's agent or attorney shall have the right without further notice or demand to reenter, remove all persons from the leased property without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent and/or any other amounts due from Lessee, or a breach of covenant. Lessor's agent or attorney may resume possession of the leased premises and relet the same for the remainder of the term at the best rental such as an attorney may obtain for the account of the defendant who shall pay the Lessor any deficiency. The Lessor shall have a lien as security for the rent reserved upon all the goods, wares, chattels, instruments, machinery, equipment, fixtures, tools and other personal property belonging to the Lessee which are or may be put upon the leased premises.

C. Rent or any other amount payable to landlord not paid when due shall accrue interest from the date due until paid at 9% per annum or the maximum then permitted by law.

D. In the event the Lessee defaults in its obligation in this lease more than three times in any twelve-month period at any time in the term or extended term of this lease and based upon at least three (3) of any such defaults in any twelve-month period Lessor serves Lessee with a notice, then upon the service of such third notice any option to extend the term of this lease granted to tenant shall become automatically null and void. Upon the occurrence of any additional default within the next twelve-month period that results in the additional notice by Lessor, the minimum monthly rent payable by Lessee shall immediately become due and payable quarterly in advance, throughout the remainder of the term and any extended term thereafter.

16. OPTIONS.

A. Lessee is hereby granted the first option to negotiate renewal of this lease with negotiations to begin in August 2017.

17. HOLDOVER.

A. If Lessee does not vacate the leased premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month-to-month, subject to all of the provisions of this lease, except the provisions for term and renewal.

B. If a month-to-month tenancy results from a holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

18. SUCCESSION. Subject to the above-stated limitations on transfer of Lessee's interests, this lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns, and the survivor of the individuals named as Lessee herein.

19. NONWAIVER. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the parties' right to require strict performance of the same provision in the future or of any other provisions.

20. ATTORNEY FEES. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees, including attorney fees for any appeal taken therein.

21. NOTICE ADDRESS. Until written notice of either party otherwise, all notices required hereunder shall be delivered in person or sent by certified mail, return receipt requested, to the Lessee at 1828 Thomas, Coos Bay, OR 97420 and to the Lessor at E. L. Edwards Realty II, Inc., 2707 Broadway, North Bend, Oregon, 97459.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 16th day of September 2016.

LESSOR

LESSEE

E. L. EDWARDS REALTY II, INC.

EMPIRE LAKE PET GROOMING

By: Kristen Hummer

By: AM Sepulveda

By: John A. Dyack

