

Agenda
Shady Cove Planning Commission Public Hearings
Thursday, February 10, 2022
6:00 PM

<https://us02web.zoom.us/j/83743456693?pwd=RIFQS3NZNXRMb0pxL1hLVndHVEJaQT09>

Meeting ID: 837 4345 6693

Passcode: 079993

One tap mobile

+16699006833,,83743456693#,,,,*079993# US (San Jose)

+12532158782,,83743456693#,,,,*079993# US (Tacoma)

I. Call to Order

A. Roll call.

B. Announcements by Presiding Officer.

1. This meeting is being digitally recorded.
2. The next regularly scheduled meeting of the Planning Commission will be held on February 24 at 6:00 PM both in Council Chambers and via Zoom.
3. The meeting date is subject to change

II. Public Hearings

A) Public Hearing to Consider a Site Design Review located at 21907 Hwy 62

Continue Public Hearing.

A Public Hearing to accept public testimony and consider approval of a Site Design Review Application to allow a retail smoke shop. The property is located at 21907 Hwy 62, Shady Cove, Oregon. Assessor's Map and Tax Lot: 34-1W-15BC, 1801. Zoning is General Commercial, GC). Owner: Eryk Hanson Applicant: Mukesh Sharma. File Number: SD 21-03.

1. Read Public Hearing Opening Statement.
2. If you would like to speak before the Commission, please email ahead of time djermain@shadycove.org, sign sheet on the table or via Zoom raise your hand.
3. Jurisdiction Question.
4. Conflict of Interest.
5. Ex Parte Contact.
6. Site Visit.
7. Staff Comments. (Nolan)
8. Applicants' Testimony/Proponents Testimony/Commission Questions

9. Opponents' Testimony/Commission Questions.
10. Rebuttal.
11. Final Staff Comments.
12. Close/Continue Hearing.
13. Deliberations/Discussion/Decision.

B) Public Hearing to consider a Major Land Partition off of Hudspeth Lane

Open Public Hearing.

A Public Hearing to accept public testimony and consider approval to allow a major land partition located off of Hudspeth Lane, Shady Cove, Oregon. Assessor's Map No. 34-1W-09DA, Tax Lot 706. Partition one lot, 1.76 acres into two parcels: Parcel 1: .56 acres and Parcel 2: 1.2 acres. Zoning is R-1-20 (Single Family Residential, 20,000 square foot minimum). Applicant: Ernest and Marilyn Killinger. File Number: MJP 21-02.

1. Read Public Hearing Opening Statement.
2. If you would like to speak before the Commission, please email ahead of time djermain@shadycove.org, sign sheet on the table or via Zoom raise your hand.
3. Jurisdiction Question.
4. Conflict of Interest.
5. Ex Parte Contact.
6. Site Visit.
7. Staff Comments. (Nolan)
8. Applicants' Testimony/Proponents Testimony/Commission Questions
9. Opponents' Testimony/Commission Questions.
10. Rebuttal.
11. Final Staff Comments.
12. Close/Continue Hearing.
13. Deliberations/Discussion/Decision

III. New Business

- A. Discussion Item – Festivals

IV. Old Business

- A. Discussion Item – Conditional Use Permit Follow-up

V. Department Reports

A. Planning Technician Report

VI. Public Comment

VII. Commissioner Comments

VIII. Adjournment

**CITY OF SHADY COVE PLANNING COMMISSION PACKET
PLANNING FILE NO. SD 21-03
REQUEST FOR A SITE DESIGN REVIEW
21907 HWY 62, SHADY COVE OREGON**

CONTINUE PUBLIC HEARING: THURSDAY FEBRUARY 10, 2022, 6:00 P.M.

[illegible]

**CITY OF SHADY COVE
SITE DESIGN REVIEW STAFF REPORT
FILE: SD 21-03**

**OWNER: Eryk Hanson
3250 Balsum Way
Medford, OR 97504**

**APPLICANT: Mukesh Sharma
1024 Court St. Ste B
Medford, OR 97501**

PROPERTY DESCRIPTION: T 34 S, RANGE 1 W, SECTION 15BC, TAX LOT 1801

ADDRESS: 21907 Highway 62

APPLICATION: Site Design Review to authorize a change of use at an existing developed commercial site. Previous uses included a bar and associated parking. The building is currently vacant. The proposed use is a retail smoke shop (not a marijuana business).

I. PROPERTY CHARACTERISTICS

- A. **Access:** Highway 62
- B. **Zoning:** Commercial (GC)
- C. **Acres:** .24 acres
- D. **Current Land Use:** The property contains a commercial 2,718 square foot building built in 1950 and used historically as a bar.
- E. **Surrounding Land Uses:**
 - North: Developed Commercial lots (Laundromat, Nail Salon, former car wash)
 - West: Developed Commercial lot (Security equipment company)
 - South: Developed Commercial lot (Vacant, former hotdog restaurant)
 - East: Hwy 62, Developed Commercial lot (Riverfront Lodgings)

II. APPLICABLE CRITERIA § 154.315

The review authority shall make written findings with respect to all of the following criteria when approving, approving with conditions or denying an application:

(A) The application is complete, as determined in accordance with §§ 154.314 and 154.375 through 154.382;

(B) The application complies with all of the applicable provisions of the underlying land use district, including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture and other special standards as may be required for certain land uses;

(C) The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with §§ 154.270 through 154.276;

(D) The application complies with the design standards contained in Chapter 95;

(E) Conditions required as part of a land division, conditional use permit, master planned development, specific area plan or other approval shall be met; and

(F) Exceptions to criteria above may be granted only when approved as a variance.

III. FINDINGS

(A) The application is complete, as determined in accordance with §§ 154.314 and 154.375 through 154.382;

The application includes the required elements to be deemed complete.

(B) The application complies with all of the applicable provisions of the underlying land use district, including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture and other special standards as may be required for certain land uses;

The property is zoned GC. All base zone standards are met with the current development.

The proposed use of retail store use is allowed in the General Commercial zone. Any repainting or residing of the structure should comply with the City of Shady Cove approved commercial paint pallet. The applicant shall also comply with all RVSS requirements.

(C) The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with §§ 154.270 through 154.276;

The existing developed property is in compliance. No nonconforming uses or structures exist on site.

(D) The application complies with the design standards contained in Chapter 95.

The subject site fronts Highway 62 a State Highway, any alterations to the access or frontage improvements will be approved and administered by ODOT.

(E) Conditions required as part of a land division, conditional use permit, master planned development, specific area plan or other approval shall be met; and

No land division, conditional use permit, master planned development, or specific area plan affects the subject site.

(F) Exceptions to criteria, above may be granted only when approved as a variance.

No variances are proposed.

III. Conclusion:

The proposed retail store complies with the criteria and standards in the Shady Cove Code of Ordinances Chapter 154.

IV. Recommendation:

Based on the criteria and findings the City Planner recommends the Planning Commission approve the application with the following conditions:


V. Conditions of Approval:

The application to allow the new use of retail store is approved, subject to the following conditions:

- A. The following shall be accomplished before the retail store is opened for business.
 - 1. Applicant to comply with City of Shady Cove Business License requirements.
 - 2. Applicant to comply with Jackson County Change of Occupancy Permit. Applicant to provide a statement from Jackson County Development Services that proposed use complies with all building department requirements.
- B. The following shall be accomplished within four months of opening.
 - 1. Landscaping along the Highway 62 frontage shall be installed in compliance with the landscape Ordinance of the City of Shady Cove.
 - 2. Re-siding of the store front shall be completed and shall utilize an approved color from the approved color palette of the City of Shady Cove.
- C. The following shall be maintained throughout the operation of the business.
 - 1. At least 8 parking spaces shall be maintained in accordance with Section 154.337.
 - 2. Development shall be consistent with the site plan or as modified by conditions of approval. Changes to the building; plumbing, electrical or mechanical equipment may require permits; call the City before you start work to inquire about permitting requirements.

3. All uses must comply with all applicable state and federal environmental, health and safety regulations.
4. Signs require a permit; apply to City if any signs are to be erected, or altered.

City of Shady Cove

A handwritten signature in black ink that reads "Ryan Nolan". The signature is written in a cursive, flowing style.

By
Ryan Nolan, Planner

this 28th day of December, 2021

CITY OF SHADY COVE
SITE DESIGN REVIEW
APPLICATION

OFFICE USE:

Application No. SD 21-03 Received By D. Germain Date 12/27/21
Amount Paid \$450.00 Receipt No 27230 Hearing Date 1-27-22

TO BE COMPLETED BY APPLICANT:

Name of Property Owner(s): ERYK L HANSON

Property Street Address: 21907 HIGHWAY 62

Between CHAPARRAL DRIVE and ROGUE RIVER DRIVE streets.

County Assessor's Map & Tax Lot Number: 341W15BC & 1801

Current Zoning: COMMERCIAL Adjacent Zoning: COMMERCIAL

MATERIALS REQUIRED (Application must include all required supplemental materials and application form at the time of filing.)

- 1) Attach 2 copies of property plat map.
- 2) Attach 2 copies of a plot plan indicating the existing property lines and the proposed use.
- 3) Attach a metes and bounds description of the property.

Any person(s) or developer who proposes any dedication to the City shall enter into a bonding agreement with the City of Shady Cove prior to site plan review by the Planning Commission, or recordation of plat with Jackson County.

CERTIFICATION

I hereby certify that the information given above and attached hereto is true and correct, that the property owner is aware of and agrees with this application, and that falsification of fact will result in invalidation of the application. I understand that any approval given is valid for the specific project only, and is subject to all applicable laws, regulations and conditions. Further, I understand that the fee paid at the time of submitting this application does not cover any professional, legal, or consulting fees incurred by City and that I am responsible for all costs incurred by the City of Shady Cove in connection with processing this application.

APPLICANT'S NAME MUKESH SHARMA

shady cove smoke shop

APPLICANT'S SIGNATURE *[Signature]*

MAILING ADDRESS: 1024 COURT ST. STE. B, MEDFORD, OR 97501

PHONE NUMBER _____ CELL NUMBER (541) 292-1180

APPLICANT'S EMAIL ADDRESS mukeshinmedford@gmail.com

PURSUANT TO ORS 227, THIS APPLICATION IS CONSIDERED COMPLETE WHEN REVIEWED, DATED AND SIGNED BY THE CITY

PLANNER OR HIS/HER DESIGNATE

Complete ☒ Incomplete ☐

Signature

Ryan Nolan

Date

12/28/21

SITE DESIGN REVIEW APPLICATION
Page 2

Describe your proposal

To convert the commercial property previously resided by the Eagles Tavern into a retail smoke shop. Updates and improvements to the property include repainting the parking lot lines and designated handicap markings, residing the front of the building, and planting flowers in the front to increase curb appeal.

Size of Structure: 2718 sq. ft.

Number of employees on maximum shift: 2 employees

Hours and days of operation: 8AM to 8 PM Monday thru Sunday

Parking spaces proposed: 9 spaces total, 1 hadicap (existing)

Section 154.379(B)(d) requires applicants to include an impact study for all Site Design Review applications. The impact study shall assess the effect of the development on public facilities and services including, at a minimum, the transportation system, including pedestrian ways and bikeways, the drainage system, the parks system, the water system, the sewer system and the noise impacts of the development. The study shall propose improvements necessary to meet city standards and to minimize the impact of the development on the public at large, public facilities systems and affected private property users.

Explain how your proposal complies with Section 154.379(B)(D).

N/A. Comparable to the previous commercial use.

Attach additional sheets as necessary

Other comments you feel are pertinent to your application

BK

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

THIS LEASE, entered into on December 20, 2021 between

ERYK L. HANSON LESSOR'S LEGAL TITLE
and MUKESH KUMAR SHARMA LESSEE'S LEGAL TITLE

hereinafter called lessor,
hereinafter called lessee,
In consideration of the promises herein, lessor leases to lessee those certain premises, situated in the City of SHADY COVE, JACKSON County, State of Oregon, described as follows:

21907 Hwy 62, Shady Cove, OR 97539
Parcel No Two (2) of Partition Plat P-19-2005,
Recorded May 3, 2005, in Record of Partition Plats
in Jackson County, Oregon and Filed as
Survey No 18717, in the Office of the County
Surveyor.

The lease term begins at _____ o'clock _____ M. on January 1, 2022
and ends at midnight on December 31, 2025.

1. Base Rent. I.a. Lessee shall pay to lessor, at lessor's address as set forth herein, a base rent of \$ 1,200 ^W
for ☐ the first year of the term ☒ each year of the term (indicate which), to be paid in the monthly amount of \$ 2,000 ^W
on or before the 1st day of each month, commencing July 1, 2022

☒ I.b. EA (Each party initial if applicable.) The base rent shall be adjusted annually on the one year anniversary date of the commencement of this lease by the percentage increase, if any, in the Consumer Price Index for the last full month prior to the date on which rental adjustment is being computed, compared to the last full month prior to the same date during the previous year. The term "Consumer Price Index" shall, for the purposes of this lease, be the "Consumer Price Index for All Urban Consumers, Table 1" specified for "All Items" (U. S. City Average, 1982-84 = 100), and issued by the United States Department of Labor, Bureau of Labor Statistics.

I.c. _____ (Each party initial if applicable.) If the base rent set forth in paragraph I.a. is for the first year of the term, then with each succeeding year lessee shall pay to lessor base rents to be paid at the following times and in the following amounts:

I.d. _____ (Each party initial if I.d. and I.e. apply) As ☐ an additional rent ☐ its rent (indicate which), lessee shall each month pay to lessor _____ percent (____ %) of lessee's prior month's gross sales, as defined in paragraph I.e. In no case shall lessee pay less than the base rent stated in paragraph I.a. above.

I.e. Statement of Gross Sales. On or before the tenth (10th) day of each month, lessee shall deliver to lessor a complete and correct statement showing in reasonable detail all gross sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of lessee certifying it to be true and accurate. The term "gross sales" shall include all money and things of value received by, or paid to, lessee or to others for lessee's use and benefit, and all credit extended by lessee in connection with the business conducted by it on the premises, and less the amount of any actual refunds or credits made by lessee on returnable merchandise. Lessor may accept the statement without admission as to its accuracy, and may, upon reasonable notice, inspect and audit all of lessee's books and records relating to gross sales. Lessor shall bear all inspection and audit expenses, but lessee shall reimburse lessor for all such reasonable costs incurred in the event such audit reveals an understatement of gross sales by more than ten percent (10%). Audits may be conducted by any professional or agent selected by lessor, but lessee may require

that individual to sign a reasonable confidentiality agreement. Within fifteen (15) days after lessee's income tax returns are filed, lessee shall furnish lessor with a signed statement certifying the amount of gross sales reported in lessee's income tax returns attributable to the premises. When lessee's certified statement of gross sales indicates that lessee has underreported its monthly statements of gross sales, lessee shall promptly pay to lessor the full amount of rent due to lessor pursuant to paragraph 1.d.

2. Lessee's Proportionate Share. Lessee's premises ☐ are ☒ are not (indicate which) part of a larger building or property ("the building"). At the commencement of this lease, lessee's premises consist of _____ percent (____ %) of the total area of the building, calculated by dividing lessee's premises by the total area of the building. All area measurements of lessee's premises and of the building are determined by lessor. Any reference to "lessee's proportionate share" in this lease refers to this proportion.

3. Taxes, Insurance, Maintenance and Utilities Expenses. At the beginning of each calendar year, lessor shall provide lessee with its calculation of lessee's monthly liability for lessee's real property taxes, insurance, maintenance and utilities expenses for the coming year.

3.a. Each month lessee shall pay, in addition to the base rent, one-twelfth (1/12) of its proportionate share of the annual real property taxes, including any applicable improvement district assessments, and lessor's insurance (as set forth in paragraph 9) for the premises, or for the building of which the premises are a part.

3.b. In addition, each month lessee shall pay one-twelfth (1/12) of its proportionate share of lessor's annual expense for cleaning and maintaining the premises or the building (including interior and exterior common areas and landscaping) of which the premises are a part. Lessor reserves the right to charge an administrative fee equal to ten percent (10%) of the total costs paid or incurred by lessor under this section.

3.c. Lessee shall pay for all utilities services to lessee's premises, including but not limited to heat, light, water, power, garbage and other services or utilities used in the premises during the term of this lease. In addition, each month lessee shall pay one-twelfth (1/12) of lessee's proportionate share of lessor's utilities costs for utilities services to common areas of the building, including but not limited to weekly or more frequent garbage service and services to parking or outdoor areas maintained by lessor for the benefit of lessee, other tenants of the building or visitors to the building.

4. Lessee's Acceptance of Lease. Lessee accepts this lease and agrees to pay to lessor the rental payments set forth herein for the full term of this lease, in advance, at the times and in the manner stated in this lease.

5. Late Charge. If lessee does not make any payment of rent or additional charges within 15 days (15) days after its due date, lessee shall pay to lessor a late charge equal to ten percent (10%) of the total amount overdue. All unpaid rent or additional charges shall bear interest at the rate of eighteen percent (18%) per annum from the date such charges became due until paid.

6. Insufficient Funds. Lessor reserves the right to charge lessee a reasonable amount, but not less than its actual cost, if any payment by lessee is returned to lessor by lessee's bank because of insufficient funds. Lessor may from time to time establish a flat charge for insufficient funds. Lessor may further, if lessee attempts to pay with insufficient funds more than once during the term of this lease and any extensions thereof, require payment of all rents and charges in cash or in cash equivalents.

7. Security Deposit; Last Month's Rent. 7.a. Lessor acknowledges receipt from lessee of the first month's rent and of the additional amount of \$ 2,000 as a security deposit. Lessor may apply the security deposit to pay the costs of performing any obligation which lessee may fail to perform during the term of the lease, or to make any repairs, except for repairs due to ordinary wear and tear, that may be required after termination of this lease. If lessor is required to use any portion of this security deposit during the term of this lease, lessee shall on demand pay the sum necessary to replenish the deposit to its original amount; and if lessee fails to replenish the deposit, lessee shall be in default of this lease. The security deposit ☐ shall ☐ shall not (indicate which) be refundable. If refundable, lessor shall give written account to lessee within sixty (60) days after termination of this lease for all expenses paid from the security deposit, and lessor shall refund the balance of the deposit which has not been applied to lessee's performance under the lease at the time of the written account.

7.b. _____ (Each party initial if applicable) Lessor further acknowledges receipt of the additional amount of \$ _____, as last month's rent; this payment shall be applied to the last month's rent for this lease term or for the last month of any additional term under paragraph 25, if applicable. However, lessee acknowledges that this amount is an estimate only, that lessee may be liable for further rent under the provisions of this lease, and that this last month's rent does not include any of the additional charges that may apply under the provisions of this lease.

8. Use of Premises. 8.a. Lessee shall use the premises during the term of this lease for the conduct of the following business:

Retails - Smoke Shop - No Marijuana Sales
CH permitted Rent shall be adjusted per mutual agreement

_____, and for no other purpose without lessor's prior written consent. Lessee shall not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be expressly permitted herein. Lessee shall not make any unlawful, improper or offensive use of the premises, and shall not create or allow any objectionable noise, vibrations or odor to be emitted from the premises.

8.b. Lessee shall conduct its business at and occupy the premises regularly, and shall not abandon or vacate the premises for more than seven (7) days without lessor's prior written consent.

8.c. Lessee shall at all times and at its own expense comply with all applicable laws, ordinances, rules and regulations of any public authority. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, hazardous materials as defined herein, waste disposal, air emissions and other environmental matters. The term "hazardous materials" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials and waste that are or become regulated under applicable local, state or federal law.

8.d. If lessee's business requires the use of any hazardous materials upon the premises for any reason or by anyone, lessee shall obtain the prior written consent of lessor. Lessor agrees not to withhold consent so long as lessee demonstrates to lessor's reasonable satisfaction that such hazardous materials are necessary or useful to lessee's business and will be used, maintained and stored in a manner that complies at all times with all laws regulating any such hazardous materials to be brought upon, used or kept on or about the premises.

8.e. Lessee shall not conduct any activities, nor permit the premises to fall into a state of disrepair or disorder, that will increase hazards on the premises or cause an increase in lessor's insurance rates for any portion of the premises, or that prevent lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow lessor to obtain reduced premiums for long term fire insurance policies. Nor shall lessee conduct any activities that will in any manner degrade or damage the premises or their reputation. Lessee shall not store gasoline or other highly combustible materials on the premises at any time, except as may be permitted under paragraph 8.d.

8.f. Lessee shall not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon any part of the building in which the premises are located. Lessor shall have the right at any time to hire any competent engineer or architect whom lessor may choose to determine whether or not any of the floors of the premises are being overloaded; and the decision of such engineer or architect shall be final and binding upon lessee; and if the engineer or architect does determine that any overloading of any of the floors of the building is caused by lessee, then lessee, at its sole expense, shall immediately relieve the overloading, either by reinforcing the building or by removing the overload, in a manner satisfactory to lessor.

9. Lessor's Insurance. At all times during the term of this lease, lessor shall maintain in full force a policy or policies of fire insurance with standard extended coverage endorsements covering the premises or the building and other improvements (exclusive of lessee's fixtures, tenant improvements or other property of lessee). Lessor shall also maintain in full force a comprehensive liability insurance policy insuring lessor against liability for bodily injury and property damage occurring in, on or about the premises or the building. Lessor shall use its reasonable efforts to secure this policy or these policies at competitive rates.

10. Lessee's Insurance. At all times during the term of this lease, lessee shall, at lessee's sole expense, maintain in full force a liability insurance policy insuring lessee in the minimum amount of \$ 1,000,000 per occurrence, and in the minimum amount of \$ 500,000 in the aggregate, against any and all liability of lessee with respect to the premises and under this lease, or arising out of the maintenance, use or occupancy of the premises by lessee, for damage to persons or property in, upon or about the premises. Lessee shall, at its own expense, insure all of lessee's property upon the premises, of whatsoever nature, against loss of any sort; and lessee shall provide an insurance policy or policies to fully cover repair and replacement of broken windows in the premises. Lessee shall cause lessor to be named as an "additional insured" on any liability or property loss insurance policy purchased under this paragraph; each such policy shall provide that the policy may not be cancelled or modified without at least ten (10) days' prior written notice to lessor. Each such policy shall be primary and noncontributing with other insurance available to or provided by lessor. Lessee shall provide lessor with the declaration sheet or sheets for any insurance policy or policies at time of commencement of such policy or policies and upon renewal of such policy or policies with each term of insurance. If at any time lessor requests lessee to provide lessor with a copy of any insurance policy, lessee shall promptly provide that copy.

11. Indemnity; Waiver of Subrogation. 11.a. Lessee shall indemnify and hold lessor harmless from any and all liability, damage, expense, attorney fees, causes of action, suits, claims or judgments that arise out of or are in any way connected with lessee's use, occupancy, management or control of the premises, any failure by lessee to comply with the terms of this lease, and the acts or omissions of lessee, its agents, officers, directors, employees or invitees. Lessee shall, at its own expense, defend any and all such suits or claims which may be brought against lessor either alone or in conjunction with others upon any such cause of action or claim, including but not limited to the negotiation and settlement of such causes of action or claims before suit is filed, and shall satisfy, pay and discharge any and all judgments that may be obtained by any claimant against lessor in any such claim or action where lessor may be a defendant. However, lessee shall not be liable to the extent that any such claim, loss or liability is caused in whole or in part by lessor's negligence or failure to effect any repair or maintenance required by this lease.

11.b. Neither lessor, its agents, nor lessee shall be liable to each other or to each other's insurance companies for any loss or damage in relation to the premises, including interruption of business, that would ordinarily be covered by a standard insurance policy for fire and theft with extended coverage, or for losses under workers compensation laws or employer liability laws, even if such loss or damage occurs as a result of the negligence of one party; provided, however, that this waiver shall not apply if it prevents either party from obtaining or maintaining insurance coverage.

12. ADA Compliance. Each party acknowledges that the provisions of the Americans with Disabilities Act (hereinafter "ADA") permit the parties to this lease to allocate responsibility for compliance with the terms and conditions of the ADA. Lessee shall be required to comply with the applicable provisions of the ADA as to all improvements lessee makes to the premises. However, lessor represents that any improvements designed and installed by lessor or its contractors or employees will conform to the requirements of the ADA Compliance Guidelines in effect at the time of issuance of any building permit for such work. Lessor shall be responsible for compliance with the ADA with respect to the exterior of the premises and all common areas, including but not limited to parking areas, sidewalks and walkways. Neither party shall be obligated to supervise, monitor or otherwise review the compliance activities of the other. Lessee acknowledges lessor's expense in complying with the ADA may be subject to reimbursement as an expense of lessor for maintaining common areas of the premises; however, ADA expense for capital improvements shall be amortized over the life of such improvements for purposes of reimbursement for lessor's expenses.

13. Light and Air. This lease does not grant or create any rights of access to light, air or views over the premises or any other property.

14. Structural Repairs and Improvements by Lessor. Lessor shall make all structural repairs and shall perform any maintenance or repairs required by structural defects. Lessor shall maintain the exterior walls, roof, gutters, downspouts and the foundation of the building. However, lessor shall not be responsible for repair or maintenance of lessee's storefront, windows, doors or the operation of lessee's windows and doors. Lessor shall make interior repairs only when such repairs or maintenance are necessitated by lessor's need to keep the structure in repair as required herein. Lessor reserves the right to alter, repair or improve the building,

or to add to the building, and for that purpose at any time may erect scaffolding and any other necessary structures about or upon the premises; and for that purpose lessor and lessor's representatives, contractors and workers may enter in or about the premises with such materials as lessor may deem necessary to effect that purpose, and lessee hereby waives any claim against lessor for damages, including loss of business resulting from such alterations, repairs or improvements.

15. Repairs and Improvements by Lessee. By taking possession of the premises, lessee accepts the premises as being in the condition in which lessor is obligated to deliver them and otherwise in good order, condition and repair. Lessor has made no representations to lessee with respect to the condition of the premises, except as set forth in this lease. During the term of this lease, at its own expense lessee shall repair and maintain the premises, except as set forth in this lease, including but not limited to the storefront, all interior and exterior doors and windows, interior walls, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank; and lessee shall at its own expense obtain all required permits for such repairs or maintenance. Lessee specifically agrees to replace all glass that may be broken or damaged during the term of this lease with glass of as good or better quality as that now in use.

16. Fixtures. Lessee shall make no alterations, additions or improvements to or upon the premises, including exterior color, without the prior written consent of lessor; lessor retains the right to approve plans for any and all such alterations, additions or improvements; and at the end of this lease lessor retains the right to require lessee to remove at lessee's own expense any alterations, additions or improvements made by lessee during the lease term, and to repair any damage to the premises resulting from such removal. Any and all alterations, additions or improvements, exterior awnings or projections, or any other addition to or improvement to the premises, whether installed by lessor or by lessee, shall be at the sole expense of lessee, shall at the time of installation become a part of the premises, and shall be the property of lessor, unless otherwise agreed between the parties in writing, and subject to any limitations set forth herein.

17. Ice, Snow, Debris. At all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstructions of any nature. If lessee occupies the entire building, lessee will not permit ice, snow, rubbish, debris and obstructions of any nature to accumulate on the roof of the building so as to stop up or obstruct the gutters or the downspouts or cause any damage to the roof. Lessee will at its own expense fully reimburse and indemnify lessor against any injury, whether to lessor or lessor's property, or to any other person or property caused by any failure of lessee under this paragraph.

18. Lessor's Right of Entry. Lessor, its employees, agents or representatives may at any time enter into lessee's premises for the purpose of examining the condition of lessee's premises, to perform necessary services, maintenance and repairs or alterations to the building or the premises, to show the premises to any prospective tenant or purchasers, or for any other lawful purpose. Except in case of emergency such entry shall be at such times and in such a manner as to minimize interference with the business use of the premises by lessee.

19. Lessee's Right of Access. During times other than normal building hours, if the premises have no outside entry, lessee's officers and employees, or those having business with lessee, may be required to identify themselves or to show passes in order to gain access to the building. Lessor shall have no liability for permitting or refusing to permit access by anyone.

20. Awnings and Window Treatments; Signage and Advertising. 20.a. Lessee shall attach no awnings or other projections to the outside walls of the premises or of the building of which the premises are a part without the prior written consent of lessor. Lessee may place curtains or other window treatments in exterior windows of the premises only if those window treatments are in keeping with the standards adopted by lessor for the building. Lessee acknowledges that any permitted awnings or projections, as well as complying window treatments, may become property of lessor as fixtures placed upon the premises by lessee.

20.b. Lessee may not place signs or other advertising on the outside walls of the premises or in exterior windows without the prior written consent of lessor. If lessee does so, lessor may, without liability, remove such signage or other advertising at lessee's expense. Upon termination of this lease lessee shall remove all of its signage or other advertising from the premises, and shall at its own expense repair any damage caused by such signage or other advertising.

21. Nonassignment. Lessee shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or of any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the prior written consent of lessor; and lessor may withhold its consent if, in lessor's discretion, the proposed assignee or sublessee does not have sufficient net worth or a sufficiently established record of successful business operations, or proposes a use which is different from the use for which lessee has entered into this lease, pursuant to paragraph 8 hereof. The benefit of this lease is personal to lessee, and if lessee's interests under this lease are transferred to any other person or entity, in whole or in part, in any manner, including by operation of law, without the prior written consent of lessor, such transfer shall be an act of default whether or not rents or other liabilities are paid, and from the time of such transfer lessor shall have all rights to possession of the premises. In addition, lessee shall reimburse lessor for all of the professional and legal fees, as well as any other expenses incurred by lessor in evaluating any proposed assignee, regardless of whether lessor approves such assignee; and unless lessor specifically releases lessee therefrom, lessee shall after assignment or sublease remain primarily liable for payment of all base rent and other charges, as well as for the performance of all of lessee's duties under this lease.

22. Liens. Lessee shall not permit any lien of any kind to be placed upon any portion of the premises or the building in which the premises are situated, or upon the land on which it stands.

23. Damage to Premises; Lessor's Duty to Repair; Abatement of Rent During Repair. If the leased premises suffer major damage by fire or other casualty, lessor may terminate this lease as of the date of the loss. If damage to the premises exceeds 51% percent (50 %) of the value of the premises, but the premises are not totally destroyed, lessor may elect to repair the premises, and shall exercise that election by giving to lessee written notice of its election within thirty (30) days after the date of loss; if lessor fails to give that written notice, lessor shall be deemed to have elected not to repair the premises, and the lease shall terminate as of the date of the loss. If lessor elects to repair the premises, lessee shall comply with lessor's reasonable request to vacate all or any part of the premises during reconstruction, and lessor shall repair the premises promptly. For the period of time after the date of the loss and until necessary repairs have been substantially completed, there shall be an abatement of rent in proportion to lessee's loss of use of the premises. However, if the damage to the premises is minor, and no material disruption of lessee's business occurs as a result of such damage, there shall be no abatement of rent and lessor shall repair the damage promptly.

24. Eminent Domain. If all or part of the leased premises is condemned or purchased by any public entity (or private entity with condemnation powers), this lease may terminate as to the condemned part, effective as of the date of closing of the condemnation or purchase transaction, by written notice provided by either party to the other. In case of termination under this paragraph, lessee shall not be liable for rent for any condemned or purchased part of the premises after the termination date; but where the condemnation takes only part of the premises, and lessee remains in possession of the remainder of the property under this lease, lessor shall determine the amount of reduction in rent and other charges in relation to the condemned part of the premises. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

25. Option to Renew. ~~Each party initial if applicable~~ (Each party initial if applicable) Provided that lessee has not been in default, lessee shall have the option to renew this lease for an additional ~~three~~ (3) year term commencing on the day following expiration of this lease. Lessee may exercise this option by providing written notice to lessor not less than one hundred eighty (180) days prior to the expiration date of this lease. Timely written notice shall be sufficient to bind the parties to the renewal term without further action by either party upon terms and conditions identical to the terms and conditions of this lease, except for the rent and that there shall be no further right to renew. The rent for the renewal period shall be the greater of: the rent paid by lessee for the last month of the expiring term, and the fair market rent for the ensuing renewal term.

26. Lessor's For Sale and For Rent Signs. During the sixty (60) days prior to the date of termination of this lease, lessor may display on the premises or in the windows of the premises signs of reasonable size notifying the public that the premises are available for sale or for rent.

27. Vacating the Premises upon Termination. At the time of termination of the lease for any reason, including expiration of the lease term, lessee shall vacate the premises and deliver them to lessor in a peaceful manner, vacuumed, swept and free of debris, and in as good order and condition, reasonable use, wear and tear, damage by fire and unavoidable casualty excepted, as the premises are now in or may hereafter be put in during the term of this lease.

28. Lessee's Default. The following shall each constitute default by lessee under this lease:

a. Lessee's failure to pay rent or any other charge under this lease within _____ (____) days after such rent or charge is due;

b. Lessee's failure to comply with any term or condition of this lease, other than payment of rent or other charges, within ten (10) days after lessor has notified lessee in writing specifying lessee's noncompliance; but this provision shall be satisfied if compliance requires a longer period than ten (10) days, and lessee commences corrective action within the ten (10)-day period and thereafter promptly corrects the noncompliance;

c. Lessee's insolvency, business failure or assignment for the benefit of lessee's creditors, including lessee's commencement of proceedings under any provision of bankruptcy or insolvency law, or its failure to obtain dismissal of any involuntary petition for bankruptcy or insolvency within the time required for an answer to such petition; or the appointment of a receiver for lessee's properties;

d. Assignment or subletting by lessee in violation of paragraph 21;

e. Lessee's vacation or abandonment of the premises without lessor's prior written consent, or, in lessor's sole discretion, failure to occupy the premises within ten (10) days after notice from lessor tendering possession; or

f. Lessee's failure or refusal to surrender possession upon termination of this lease.

29. Lessor's Remedies for Default. Upon any default by lessee, lessor shall have all rights provided by law, and in addition may exercise the following remedies:

a. If lessee's default is failure to pay rent when due, including any grace period provided by this lease, lessor may without further notice enter peaceably onto the premises and retake possession; in all other cases of default, upon expiration of the stated notice period lessor may retake possession.

b. Upon retaking possession, lessor may exercise its landlord's lien over any and all personal property left upon the premises by lessee, and may sell such property after foreclosure of its lien as permitted and required by statute.

c. After retaking possession, lessor shall promptly attempt to relet the premises, in whole or in part, to any tenant or tenants who may be satisfactory to lessor; however, lessor's efforts to relet the premises shall be sufficient if lessor follows its usual procedures for locating tenants for the space at rental rates not less than the current rates for other comparable space. If lessor has other available space, lessor may rent such space to prospective tenants without prejudice to any claims lessor may have against lessee for damages or loss of rent. Further, lessor shall apply payments or deposits received from lessee first to the cost of retaking and reletting the premises, including any remodeling required to obtain any such tenant, and then to any arrears of rent payable under this lease, together with any other damages which lessor may be entitled to claim from lessee.

30. Holding Over. If lessee holds over after termination of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, and shall create only a tenancy at will, which may be terminated at will at any time and without notice by lessor.

31. Nonwaiver. Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises by lessor shall deprive lessor of any other action, right or remedy against lessee for possession, rent or damages; nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce lessee's performance of the terms and conditions of this lease. Time is of the essence of this lease. Unless otherwise provided in writing, any waiver by lessor of any breach of this lease by lessee (including a failure to enforce any provision of this lease) shall not be a continuing waiver, and shall not operate to prevent lessor from seeking its remedies for any subsequent breach by lessee, whether or not lessee's subsequent breach is of the same provision earlier waived or not enforced by lessor.

32. Attorney Fees and Court Costs. Lessee hereby agrees to pay all of lessor's expenses, including lessor's reasonable attorney fees, incurred as a result of lessor's enforcement of any provisions of this lease, even if no arbitration, lawsuit or other action is instituted. If any arbitration, lawsuit or action is instituted in order to enforce any provision of this lease, or for collection of rents due or damages claimed under this lease, the losing party shall pay to the prevailing party its reasonable attorney fees and all expenses incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection.

33. Lessor's Address. Lessor's address for giving of notices and payment of rent is:

Erik Hanson 3250 Balsum Way, Medford, OR 97507

From time to time during the term of the lease, lessor may designate another address or addresses in writing for giving of notices and payment of rent.

34. Lessee's Address. Lessee's address for giving of notices is:

Mukesh Kumar Sharma 1836 W. 8th St #8, Medford, OR 97507

From time to time during the term of the lease, lessee may designate another address or addresses in writing for giving of notices.

35. Notices. Any notice given by one party to the other shall be sufficient if it is in writing, contained in a sealed envelope, and either personally delivered or sent by United States Postal Service first class mail, with postage fully prepaid. Notice sent by first class mail shall be deemed to have been delivered to the addressee seventy-two (72) hours after the notice is deposited in the U.S. Mail.

36. Subordination; Estoppel. This lease shall be subordinate to any ground lease, mortgage, trust deed or other security interest that may now be or that lessor may in the future place upon the real property of which the premises are a part, unless the holder of such interest notifies lessee in writing that this lease shall be prior to the holder's interest. Lessee hereby agrees to execute any documents required by any of lessor's lenders to effectuate subordination. Further, lessee shall, upon request of lessor, execute a statement certifying the current terms of this lease, reflecting all payments lessee has made to the date of the statement under this lease, specifying lessor's defaults or lack thereof, and certifying such other matters as lessor may reasonably request. Lessor's purchasers or lenders may conclusively rely upon any such statement executed by lessee, and if lessee fails or refuses to execute such statement within fourteen (14) days of lessor's written notice thereof to lessee, lessor's purchasers or lenders may conclusively accept lessor's representations as to all terms, payments and defaults of lessee or of lessor hereunder.

37. Entire Agreement; Integration Clause. This lease, including any exhibits, contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended or terminated only by written agreement of the parties hereto. Lessor and lessee acknowledge and agree that there are no verbal agreements, representations, warranties or other understandings affecting this lease.

38. Heirs and Assigns. All of the rights, remedies and obligations given to, imposed upon, or undertaken by the parties to this lease shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, officers, agents, insurers (except as set forth herein), executors or personal representatives, and assigns (except as set forth herein) of each party.

39. Construction. In construing this lease, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this lease shall apply equally to businesses, other entities and to individuals.

40. Additional Provisions. The parties further agree as follows (if no further provisions are needed, state "none"):

This lease is void if permit to
operate business can't be approved!

IN WITNESS WHEREOF, the parties have executed this lease on the date stated above; any signature on behalf of a business or other entity is made with the authority of the Board of Directors of that entity.


Lessor

By _____

Title _____

By _____

Title _____

Lessee

By _____

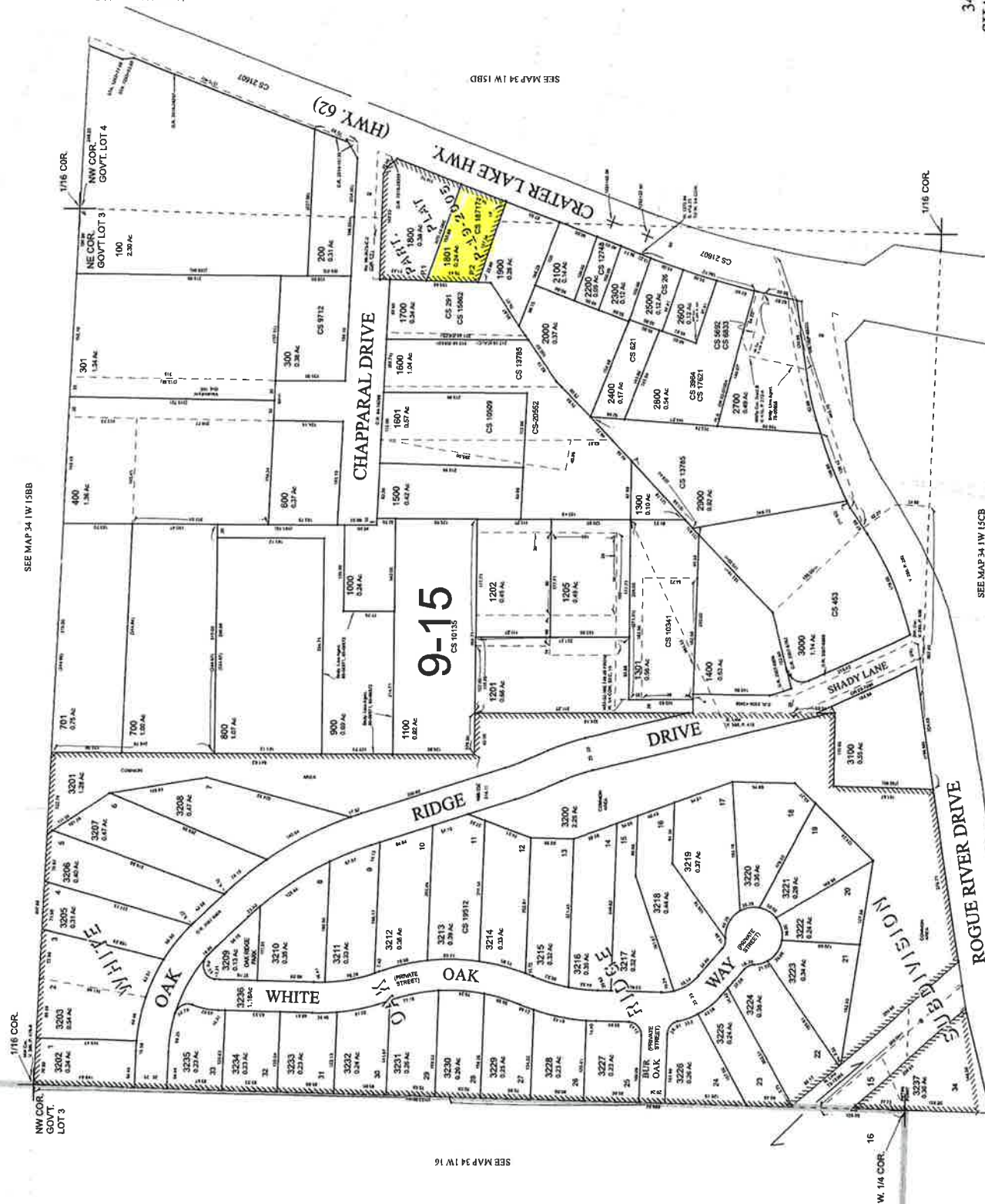
Title _____

By _____

Title _____

CANCELLED TAX
LOT NUMBERS:

1200 ADDED TO 1201
1203 ADDED TO 1202
1204 ADDED TO 1201
1302 ADDED TO 1301
1501 ADDED TO 1300
3204 ADDED TO 3203

34 1W 15BC
SHADY COVENEW MAP OCTOBER 15, 1997
REV AUGUST 01, 2017

SEE MAP 34 1W 16

SEE MAP 34 JW 15CB

PREPARED BY:
Koiser Surveying
19754 Hwy. 62
Eagle Point, OR. 97524

LOCATION:

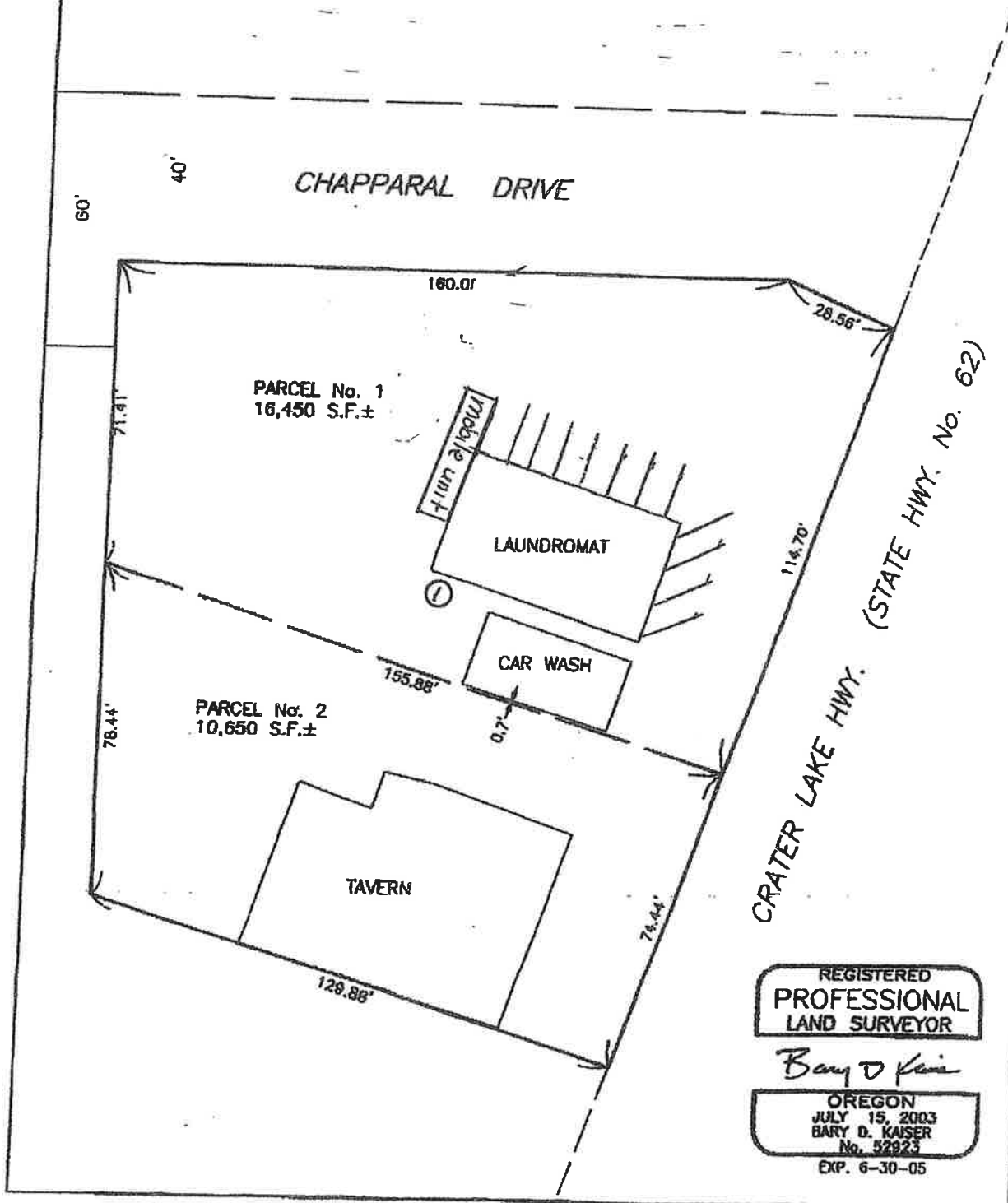
Tax Lot No. 341W 15bc - 1800
City of Shady Cove
Jackson County, Oregon

DATE:

February 15, 2005



SCALE 1" = 30'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bary D. Kaiser

OREGON
JULY 15, 2003
BARY D. KAISER
No. 52923

EXP. 6-30-05

21911 HIGHWAY 62 Unit B

Distance: 24.2 Feet

21907 HIGHWAY 62



Mayor
Shari Tarvin

Councilors
Dick McGregor
Kathy Nuckles
Tim Evertt
Tanda Murders

CERTIFICATE OF MAILING

I hereby certify that on January 6, 2022, I provided a copy of the NOTICE OF PUBLIC HEARING REQUEST FOR AGENCY COMMENT, APPLICATION NO. SD 21-03 by first class mail to the following (list attached):


Debby Jermain, Planning Technician

"The City of Shady Cove is an equal opportunity provider."

22451 Highway 62 ♦ PO Box 1210 ♦ Shady Cove OR 97539 ♦ (541) 878-2225 ♦ FAX: (541) 878-2226
E-Mail: djermain@shadycove.org ♦ Web Site: www.shadycove.org

Ted Zuk
Jackson County
10 S Oakdale, Room 100
Medford, OR 97501

Micah Horowitz,
ODOT Region 3
100 Antelope Road
White City, OR 97503

Carl Tappert, PE
District Manager, RVSS
PO Box 3130
Central Point, OR 97502

Thomas Corrigan
City Administrator
Email



Mayor
Shari Tarvin

Councilors
Dick McGregor
Kathy Nuckles
Tim Evertt
Tanda Murders

PUBLIC HEARING NOTICE
REQUEST FOR AGENCY COMMENT
Public Hearing January 27, 2022 at 6:00 P. M.

Date: January 6, 2022
File No: SD 21-03
To:

An application has been submitted to The City of Shady Cove Planning Department for review of the proposal described below. Please return this form with your comments to this office by January 18, 2022 so that your comments may be included in the Planning Commission agenda material. Contact Ryan Nolan at 541-878-8202 or 541-423-1382 if you have any questions.

Applicant: Mukesh Sharma

Owner: Eryk L Hanson

Address: 21907 Highway 62, Shady Cove, OR 97539 34-1W-15 BC, TL 1801

Zoning: General Commercial GC

Proposal: **Site Design Review application to operate a retail smoke shop**

- () We have no comment.
() We recommend approval with no special conditions.
() This property is not within our jurisdiction.
() Please address the following concerns:

() We encourage denial of this proposal because:

Agency/Prop. Owner (print)

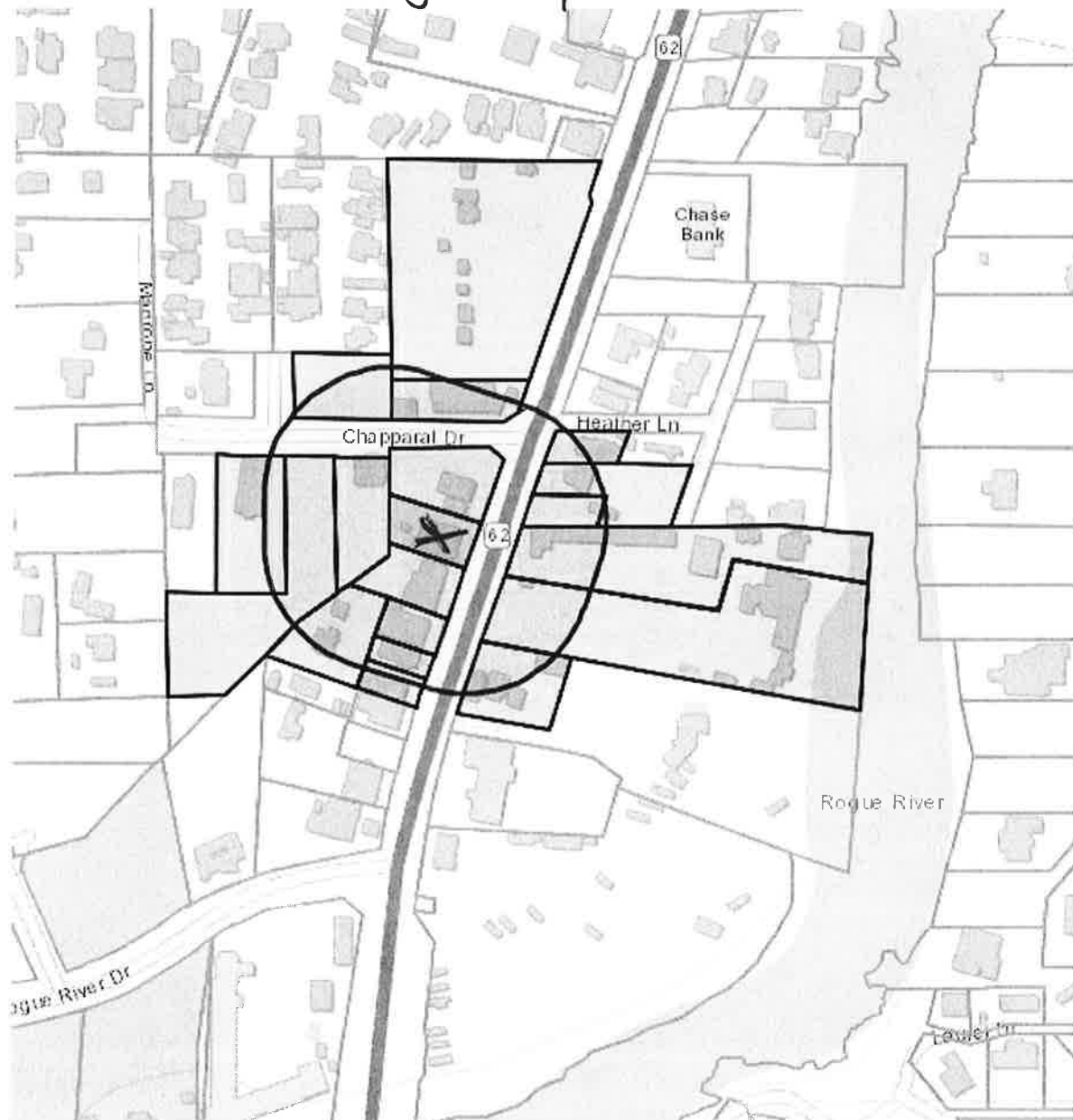
Phone #

Signature of Agency Rep./Prop. Owner

Date

Note to Agencies: If your proposed conditions of approval include the dedication of land for public use or the provision of public improvements, please submit written findings with supporting data or information that justify the requirements. **Specifically, the findings must show that there is an essential connection between your requirements and a legitimate government purpose and that there is a rough proportionality between the burden of the requirement of the developer and the impacts of the proposed development on public facilities and services.**

21907 Highway 62



21911 HIGHWAY 62 Unit B

Distance: 24 Feet

21907 HIGHWAY 62

2/9/21



Mayor
Shari Tarvin

Councilors
Dick McGregor
Kathy Nuckles
Tim Evertt
Tanda Murders

CERTIFICATE OF MAILING

I hereby certify that on January 6, 2021, I provided a copy of the NOTICE OF ADJACENT PROPERTY USE PROPOSAL, APPLICATION NO. SD 21-03 by first class mail to the following (list attached):


Debby Jermain, Planning Technician

"The City of Shady Cove is an equal opportunity provider."

22451 Highway 62 ♦ PO Box 1210 ♦ Shady Cove OR 97539 ♦ (541) 878-2225 ♦ FAX: (541) 878-2226
E-Mail: djermain@shadycove.org ♦ Web Site: www.shadycove.org

MVP RENTAL PROPERTIES LLC
PEARSON MARK & DEBBIE
821 E JACKSON ST
MEDFORD, OR 97504

BARMORE JIMMY N/MARGUERITE E
~~PO BOX 675~~
SHADY COVE, OR 97539

ERLINGER GERALD D
PO BOX 722
SHADY COVE, OR 97539

BENNETT ROBERT R TRUSTEE ET A
3922 WINDGATE ST
MEDFORD, OR 97504

HERNLEIN WILLIAM J
PO BOX 134
SHADY COVE, OR 97539

JERMAIN JACK D
PO BOX 1314
SHADY COVE, OR 97539

ENRIQUEZ CAROLEE ET AL
~~7474 CROWFOOT RD~~
~~TRAIL, OR 97541~~

FLYING HORSE LLC
PO BOX 790
PHOENIX, OR 97535

ENRIQUEZ CAROLEE ET AL
7474 CROWFOOT RD
TRAIL, OR 97541

10477 HOLDINGS LLC
JOHN D MORRISON
16458 BOLSA CHICA ST 17
HUNTINGTON BEACH, CA 92649

MYERS AARON ET AL
489 GRAND AVE
CENTRAL POINT, OR 97502

RIVERFRONT LODGINGS LLC
PO BOX 3130
ASHLAND, OR 97520

SU JIMMY TSAN TRUSTEE ET AL
21911 HWY 62 A
SHADY COVE, OR 97539

DANSONS LLC
20717 HWY 62
SHADY COVE, OR 97539

HANSON ERYK L
3250 BELSUM WAY
MEDFORD, OR 97504

~~DANSONS LLC~~
~~20717 HWY 62~~
SHADY COVE, OR 97539

21901 OR-62 LLC
7318 N OLIN AVE
PORTLAND, OR 97203

RICHMOND ROBERT R/VICKI
PO BOX 617
SHADY COVE, OR 97539

BARMORE JIMMY N/MARGUERITE
PO BOX 675
SHADY COVE, OR 97539

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

DESCRIPTION OF PROPERTY: 34-1W-15BC, Tax Lot 1801, located at 21907 Highway 62.

PROPOSED CHANGE: Site Design Review application to operate a retail smoke shop

ZONING: General Commercial (GC). PLANNING FILE #: SD 21-03

DATE AND TIME OF MEETING: Thursday, January 27, 2022 at 6:00 p.m.

LOCATION: Shady Cove City Hall Council Chamber, 22451 Highway 62 or via Zoom

RESPONSE DATE: January 18, 2022 OWNER: Eryk Hanson APPLICANT: Mukesh Sharma

The applicable criteria and standards to be considered at the public hearing are found in the Shady Cove Code of Ordinance §§ Site Design Review 154.313-154.315; 154.318; Procedures 154.379

A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at City Hall at no cost, and copies will be provided at a reasonable cost. Staff report will be available for public review 7 days prior to the hearing at 22451 Highway 62, Shady Cove during regular office hours (Monday-Friday 8:00am - 5:00pm). Public attendance is welcome. For more information please contact the Planning Department at City Hall, (541) 878-8204. The public is invited to attend via zoom and comment at this public hearing.

Failure to raise an issue at a hearing, in person or in writing, accompanied by statements or evidence sufficient to afford the decision maker and the applicant an opportunity to respond to the issue, shall preclude appeal to the Oregon State Land Use Board of Appeals based on that issue. All testimony and evidence must be directed towards specific criteria.

"Notice to mortgagee, lien holder, vendor, or seller: The Shady Cove Zoning Ordinance requires that if you receive this notice it shall be promptly forwarded to the purchaser."

* * REVIEW AND COMMENT * *

- ☐ No adverse effect.
- ☐ No comment.
- ☐ It has adverse effects as stated below.

REMARKS: _____

SIGNATURE: _____

PRINTED NAME(S): _____

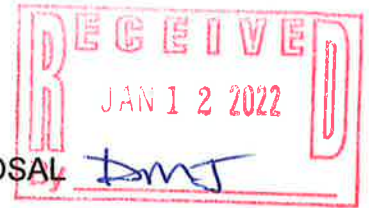
STREET AND MAILING ADDRESS: _____

Please submit your response to: City of Shady Cove Planning Dept, PO Box 1210, Shady Cove, OR 97539

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CITY OF SHADY COVE
PLANNING COMMISSION

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL



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"Notice to mortgagee, lien holder, vendor, or seller: The Shady Cove Zoning Ordinance requires that if you receive this notice it shall be promptly forwarded to the purchaser."

**** REVIEW AND COMMENT ****

- ☒ No adverse effect.
☐ No comment.
☐ It has adverse effects as stated below.

REMARKS: _____

SIGNATURE: _____

PRINTED NAME(S): _____

STREET AND MAILING ADDRESS: _____



Gerold Erlinger
P.O. Box 722
Shady Cove, OR 97539-0722

Please submit your response to: City of Shady Cove Planning Dept, PO Box 1210, Shady Cove, OR 97539

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-2225. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

Upper Rogue Independent, Eagle Point, Ore. Wednesday, Jan. 12, 2022

PUBLIC NOTICE



NOTICE OF PUBLIC HEARING

The City of Shady Cove Planning Commission will hold a Public Hearing at 6:00 p.m. on **Thursday, January 27, 2022**, at the Shady Cove City Hall Council Chamber, 22451 Highway 62, Shady Cove, Oregon or via Zoom for the following purpose:

To consider an application for a **Site Design Review** to operate a retail smoke shop located at **21907 Hwy 62, Shady Cove, Oregon**. Said parcel is legally described as 34-1W-15BC. Tax Lot 1801 and currently zoned General Commercial (GC).

Owner: Eryk Hanson

Applicant: Mukesh Sharma

File Number: SD 21-03

Individuals may submit written comments relating to this planning action **at any time up to, and during, the public hearing**, although it is preferred that such comments be submitted to the City at least one week prior to the above scheduled hearing date so that they may be included in the agenda packet. Please mail comments to City of Shady Cove, PO Box 1210, Shady Cove, OR 97539.

The applicable criteria and standards to be considered at the public hearing are found in the Shady Cove Code of Ordinance §§ Site Design Review 154.313-154.315; 154.318; Procedures 154.379

A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at City Hall at no cost, and copies will be provided at a reasonable cost. The staff report will be available for public review seven days before the public hearing at 22451 Highway 62, Shady Cove from 8:00 a.m. to 5:00 p.m. Additional information is available by contacting the Planning Department at 541-878-8204

The public is invited to attend via zoom and comment at this public hearing.

Posted: 01/06/22
Published: 01/12/22
Remove from Posting: 01/28/22



**CITY OF SHADY COVE PLANNING COMMISSION PACKET
IN THE MATTER OF AN APPLICATION TO PARTITION 1.76 ACRES
INTO TWO PARCELS, PROPERTY LOCATED OFF HUDSPETH LANE,
SHADY COVE, OREGON. APPLICATION NO. MJP 21-02**

PUBLIC HEARING: THURSDAY FEBRUARY 10, 2022, 6:00 P.M.

[illegible]

**CITY OF SHADY COVE
TYPE III STAFF REPORT**

**IN THE MATTER OF AN
APPLICATION TO PARTITION 1.76
ACRES INTO TWO PARCELS
APPLICATION MJP 21-02**

The City of Shady Cove has reviewed an application to partition a 1.76-acre parcel into two parcels: Parcel 1: 24,582.52 square feet (.56 acres); Parcel 2: 52,272 square feet (1.20 acres). Zoning is Single -Family Residential (R-1-20; 20,000 square foot minimum lot size for R-1-20. While no new public streets are proposed with this partition, the extension of an existing private street makes this a major partition. The subject site has no public street frontage, but does have legal access through a private street (a 40 foot wide access easement) created through approved partitions in 2018 and 2019. As the existing lot does not technically have frontage on a public street, and the private street proposed for extension does not meet the standards outlined in Table 6.B.1 of the Shady Cove Code of Ordinances, the Partition and street design will be forwarded to the Planning Commission for review and decision.

Address: Hudspeth Lane

Applicant: Ernest and Marilyn Killinger

Legal Description: 34-1W-09 DA, Tax Lot 706

Zoning: R-1-20

The City of Shady Cove accepted the above referenced application for a Type I review in accordance with the Shady Cove Code of Ordinances §153 and 154.

Approval Criteria / FINDINGS

The City or Planning Commission shall review the tentative plan for a minor partition based on the following approval criteria:

- (1) The proposed partition is consistent with the density, setback and dimensional standards of the base zoning district;

FINDING: The base zoning district is R-1-20.

- (2) The proposed partition is consistent with the design standards set forth in this chapter;

FINDING: The design standards for partitions as listed in SCCO § 153.09 - 153.99 are addressed by the applicant's surveyor on the tentative plan.

Section 153.17 requires findings that there will be no foreseeable difficulties in developing the parcels. All proposed new parcels as proposed will not have street frontage on a dedicated and improved public right of way. The proposed private street extension was planned with the previous partition approvals in 2018 and 2019, however does not meet the current private street standards found in Table 6.B.1 (effective March 2020). All parcels meet the required lot depth of 80 feet. All lots meet the required 3:1 lot depth to width ratio.

In accordance with Section 95.61 all streets within or adjacent to a development shall be improved in accordance with adopted City street standards. City street standards adopted in Table 6.B.1 describes the minimum street standard for local residential streets.

The street standard for a private street serving 2-6 lots is 20 feet of pavement with curb on each side. The existing private drive currently serves tax lots 702, 703, 704, 705, and 706. The proposed extension (already partially built) and partition will add one more lot to the private drive for a total of 6 lots served by the private drive. While the code (Table 6.B.1) requires private drives serving 2-6 lots to be paved to a width of 20 feet and to include curbs on each side, and requires public streets to be paved and include curbs, planter strips and sidewalks, the code also allows the Planning Commission to approve alternate street designs when deemed appropriate (Section 95.03(D)).

- (3) Adequate public facilities are available or can be provided to serve the proposed partition;

FINDING: All new utilities are to be installed to city standards and Rogue Valley Sewer Services specifications, with costs to be borne by the applicant. All future improvements must meet city standards;

FINDING: Any future improvements will be subject to review by the city engineer and will be required to meet city standards. No public improvements are proposed as part of the proposal.

- (4) All proposed improvements meet city standards;

FINDING: The street frontage does not meet the City Standards as outlined in Table 6.B.1 in that the existing street cross section does not include any paving or curbs.

- (5) The plan preserves the potential for future re-division of the parcels, if applicable;

FINDING: Parcel 2 would be large enough to allow future re-division. The current lot configurations could allow a public street to be built to allow future divisions.

- (6) Neither parcel shall be landlocked as a result of the partition.

FINDING: As mentioned above the subject parcel does not technically have public street frontage, and the current private drive design does not meet City Standards. While the proposed parcels would not be landlocked, it is up to the Planning Commission to consider if it is appropriate to approve further land division that utilizes an existing private drive that does not meet City Street Standards.

CONCLUSION:

The proposed partition complies with the criteria and standards in Code of Ordinances Chapters 153 and 154. With the exception of compliance with the street frontage and design standards found in Table 6.B.1

RECOMMENDATION:

Based on the criteria and findings the city planner forwards the application to the Planning Commission. The Planning Commission should use their discretion to make a decision as to the acceptability of the proposed partition. Should the Planning Commission find the street design acceptable, the city planner suggests approving the application for a major partition with conditions as described below:

CONDITIONS OF APPROVAL:

1. All improvements related to sewer main and private drive design shall be verified to be within the proposed ingress-egress easements and all other easements should be shown on the final plat or somehow indicated on the proposed parcels.
2. The final plat shall be delivered to the city for approval within one year following approval of tentative plat. The City may, upon written request of the subdivider, grant an extension for up to one additional year.
3. The final plat shall comply with the provisions of Section 153.06 (F) and (G) (Data requirements and approval criteria for tentative plats).
4. All future development is subject to compliance with the Shady Cove Code of Ordinances.



Ryan Nolan, City Planner

Dated this 18th day of January, 2022

CITY OF SHADY COVE
MAJOR LAND PARTITION
APPLICATION

\$1200.00

OFFICE USE:

Application No. MJP21-02 Received By D. Germain Date 12/29/21
Amount Paid \$ 1200.00 Receipt No. 27232 Hearing Date 2/10/22

TO BE COMPLETED BY APPLICANT:

Name of Property Owner(s): ERNEST + MARILYN KILLINGER

Property Street Address: 551 + 553 HUDSPETH LN SHADY COVE 97539

Between 535 HUDSPETH LN and 547 HUDSPETH LN streets.

County Assessor's Map & Tax Lot Number: Township 34 Range 1W 090A Tract 706

Current Zoning: R1-20 Adjacent Zoning: R1-20, R1-10

MATERIALS REQUIRED (Application must include all required supplemental materials and application form at the time of filing.)

- 1) Attach a copy of recorded covenants, conditions or deed restrictions, if any, concerning the present use of this property.
- 2) Attach 2 copies of property plat map. (1 reduced to 8½ X 11")
- 3) Attach 2 copies of a plot plan indicating the existing property lines and the proposed use.
- 4) ~~Attach a list with the names and addresses of adjacent property owners within 250 feet of any boundary of the property.~~
- 5) Attach a metes and bounds description of the property.

Any person(s) or developer who proposes any dedication to the City shall enter into a bonding agreement with the City of Shady Cove prior to site plan review by the Planning Commission, or recordation of plat with Jackson County.

CERTIFICATION

I hereby certify that the information given above and attached hereto is true and correct, that the property owner is aware of and agrees with this application, and that falsification of fact will result in invalidation of the application. I understand that any approval given is valid for the specific project only, and is subject to all applicable laws, regulations and conditions. Further, I understand that the fee paid at the time of submitting this application does not cover any professional, legal, or consulting fees incurred by City and that I am responsible for all costs incurred by the City of Shady Cove in connection with processing this application.

APPLICANT'S SIGNATURE E. Killinger

ADDRESS (539 HUDSPETH LN) P.O. 1239 SHADY COVE 97539 PHONE NUMBER 541-951-6750

PURSUANT TO ORS 227, THIS APPLICATION IS CONSIDERED COMPLETE WHEN REVIEWED, DATED AND SIGNED BY THE CITY PLANNER OR HIS/HER DESIGNATE

Signature Ryan Nolan Complete ☒ Incomplete ☐

Date 02/4/22

December 29, 2021

This letter is to inform you of the work and money we have put into the dividing of our 3.9 acres into 6 lots.

The first thing we did, with the help of Hiland Water, was to bring a 8 inch water main from the pump station on Hudspeth to our property. We then extended the three foot diameter culvert, that goes under Hudspeth, ten feet which widened Hudspeth. We did this because cars and a school bus kept driving into the ditch because it was too narrow. We paid for and installed the 10 foot section of culvert because the City wouldn't help. We asked the City to pay for a 20 foot section that I would go get and install for free. The answer was that they couldn't afford it.

We filled and compacted the section where the run-off stream was eroding the area. DEQ required two small retention areas which we put in place. We lined the run-off stream bed with shale rock.

Next we extended the road across from Kathleen to the end of our property which is the private gravel road that is in question.

We brought a pressure sewer main from the manhole on top of the grade before our property. We did this with the help of Visor Construction. They also pressure tested and help finish the sewer main to the back of our property. This included laterals for all 6 lots.

Hiland Water ran a 2 inch water main from the 8 inch main to the back of the property. There are 2 services installed for the four lots we sold.

We have paid for and installed a 4 inch electrical conduit to the end of the property and a transformer vault half way down the private road.

We have finished the gravel road to about one-third of the distance. As you can see we've spent almost all the revenue generated by the two sales. Paying off the property and bringing in all the services. We were told that we could have two lots a year without paving and curb and gutter. Please let us finish the gravel road so we can sell the final two lots. We are depending on that to subsidize our fixed income.

Thank you

E. J. Killinger
Marilyn Killinger

9/30/2021

We sincerely ask for a Class C variance on our private road. The reasons for this request are as follows:

First and foremost we cannot afford the new requirements in chapters 95 and 153

We did our due diligence when we purchased the property. We bought the property because we were allowed to take out two ½ acre lots a year without any subdivision rules.

We sold four lots in four years and invested the money back into the property.

We brought water to the end of Hudspeth Lane with Hiland Water. Then we put in water, sewer and power to the end of our private road.

We had planned on the sale of the last two lots for our retirement. We are on Social Security. We will not be able to stay in our home if we cannot sell those last lots.

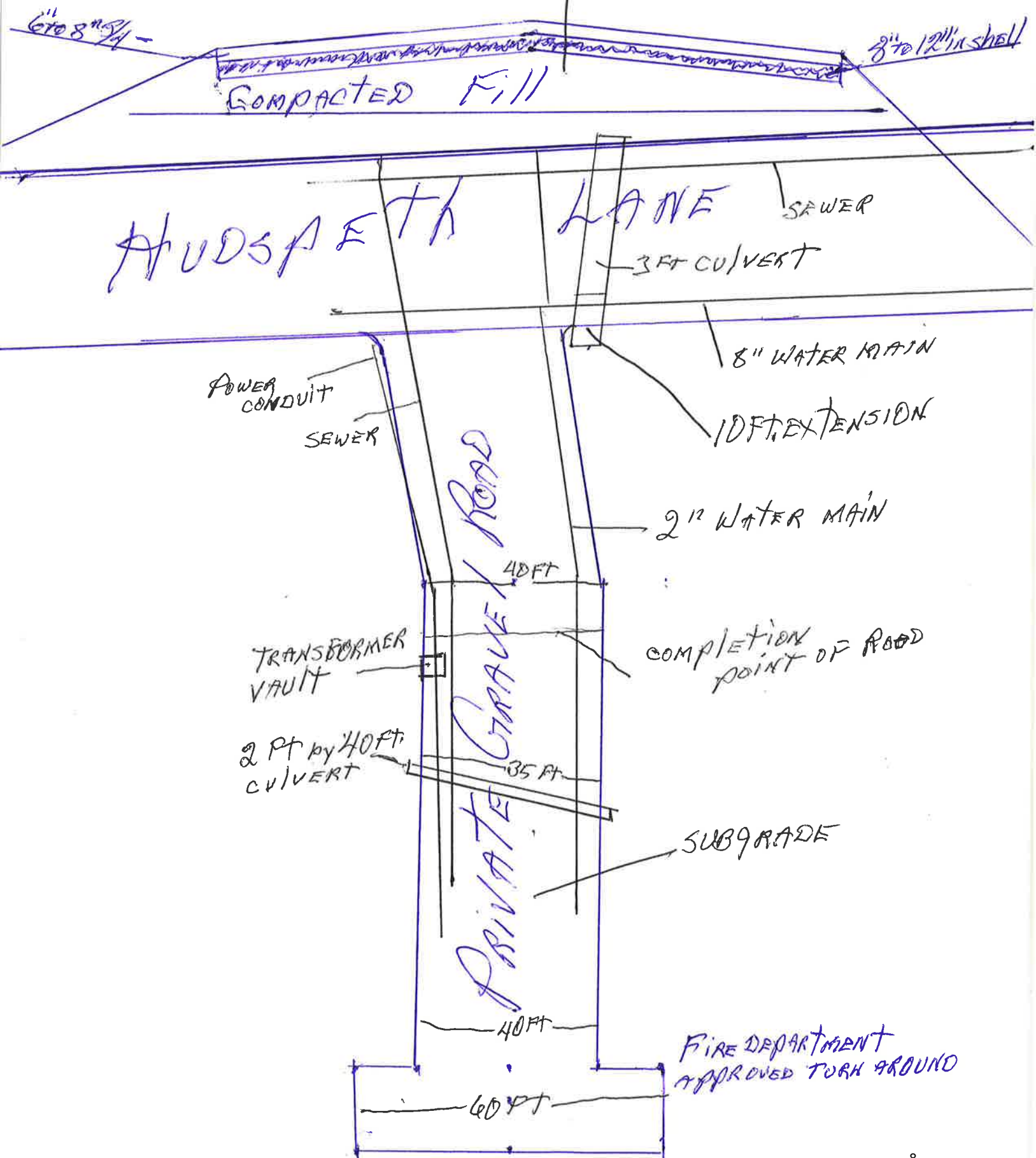
Please allow us to finish out property sale.

Please see the attached drawing with the address change dated 11/22/18.

Thank you for your time,

E. J. Killinger
Marilyn Killinger

CROSS SECTION OF ROAD





HUDSPETH

485 HUDSPETH LN

525 HUDSPETH LN

545 HUDSPETH LN

559 HUDSPETH LN

557 HUDSPETH LN

547 HUDSPETH LN

531 HUDSPETH LN

555 HUDSPETH LN

549 HUDSPETH LN

106

551 HUDSPETH LN

12/9/2021

This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed:

Scott Smith

Address:

545 Hudspeth Ln SC. 02.

12/9/2021

This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed:

Rita Carter
Vahre

Address:

530 Hudspeth Lane
Shady Cove, Or.

12/9/2021


This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed:  Brandon Crowl 12/10/21

Address: 535 Hudspeth Ln.
Stacy Crowl OR 97539

12/9/2021

This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed: *RON ROSS* 

Address: *120 KATHLEEN TERR.*
S.E.

12/9/2021


This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed: MR. & MRS. RICHARD D MENDENHALL


Address: OWNERS OF 755 HUDGETH LN
SHADY COVE, OR. 97539

12/9/2021

This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed: 
Scott Leppo

Address: 536 Hudspeth Ln
Shady Cove, OR 97539

12/9/2021

This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed: 

Address: 550 Hudspeth Lane
Shady Cove, OR. 97539

12/9/2021

This generic letter is to acknowledge that we as neighbors, have no problem with Ernie finishing the gravel road to the end of his property. Would you please grant him the variance he is applying for to finish this project without paving, and curb and gutter.

Signed:

A handwritten signature in cursive script, appearing to read "Michael Horne".

Address:

547 Hudspeth Ln
Shady Cove Or
97539



Mayor
Shari Tarvin

Councilors
Tim Evertt
Tanda Murders

CERTIFICATE OF MAILING

I hereby certify that on January 20, 2022, I provided a copy of the REQUEST
FOR AGENCY COMMENT APPLICATION NO. MJP 21-02 by first class
mail to the following (list attached):

Debby Jermain
Debby Jermain, Planning Technician

"The City of Shady Cove is an equal opportunity provider."

22451 Highway 62 ♦ PO Box 1210 ♦ Shady Cove OR 97539 ♦ (541) 878-2225 ♦ FAX: (541) 878-2226
E-Mail: djermain@shadycove.org ♦ Web Site: www.shadycove.org

Juliana Van Sickle
Centurylink
2980 Crosby Ave
Klamath Falls, OR 97603

Thomas Corrigan
Email tcorrigan@shadycove.org

Candace Baker
Avista Utilities
580 Business Park Drive
Medford, OR 97504

Todd Brooks
JC Development Services
10 S Oakdale Ave Rm 100
Medford, OR 97501

Christina Kruger
Pacific Power
925 S Grape St
Medford, OR 97501

Carl Tappert, PE
District Manager, RVSS
PO Box 3130
Central Point, OR 97502

Ted Zuk
Jackson County
10 S Oakdale, Room 100
Medford, OR 97501

Shavon Haynes
Water Master's Office
10 S Oakdale Avenue, Room 309
Medford, OR 97501

Scott D Pingle, PE, SE
KAS & Associates, Inc
304 S Holly Street
Medford, OR 97501

Greg Winfrey
Fire District #4
PO Box 1400
Shady Cove, OR 97539

Bill Meyers
DEQ
221 Stewart Ave Ste. 201
Medford, OR 97501

JJ
Hiland Water
PO Box 699
Newburg, OR 97132

CITY OF SHADY COVE
PLANNING DEPARTMENT

REQUEST FOR AGENCY COMMENT

Applicant/Owner: Ernest and Marilyn Killinger

Date: 01/20/2022

Major Partition File No: MJP 21-02

Description of Property: 34-1W-09DA, Tax Lot 706 - Hudspeth Lane, Shady Cove, Oregon

Proposed Change: Major Land Partition. Partition one lot, 1.76 acres into two parcels:
Parcel 1: .56 acres, Parcel 2: 1.20 acres. Zoning is Low Density Residential (R-1-20),
20,000 square foot minimum

Response date and time: February 2, 2022, 5:00 p.m. to be included in Planning
Commission agenda packet.

This Application will be decided by the Planning Commission on February 10, 2022 at 6:00
p.m. in City Hall Council Chamber or via Zoom.

All subdivision plats and all partitioning of land shall be approved in accordance with the
regulations of Shady Cove Municipal Code including Chapters 153 and 154 and the criteria
attached, please address your comments to the appropriate criteria.

Issues which may provide the basis for an appeal to the Land Use Board Appeals shall be
raised in writing prior to the expiration of the comment period. Issues shall be raised with
sufficient specificity to enable the decision maker to respond to the issue.

A copy of all documents and evidence relied upon by the applicant are available for review and copies may be
obtained at cost. For more information please contact the Planning Department at City Hall, (541) 878-2225.

****Review and Comment****

_____ No adverse effect.

_____ No comment.

_____ It has adverse effects as stated below.

Signature: _____

Printed Name(s) _____

Street and Mailing Address: _____

Please submit your response to: City of Shady Cove, Planning Dept, PO Box 1210, Shady Cove, OR 97539



Mayor
Shari Tarvin

Councilors
Tim Evertt
Tanda Murders

CERTIFICATE OF MAILING

I hereby certify that on January 20, 2022, I provided a copy of the Notification of Adjacent Property Use Proposal APPLICATION NO. MJP 21-02 by first class mail to the following (list attached):


Debby Jermain, Planning Technician

"The City of Shady Cove is an equal opportunity provider."

22451 Highway 62 ♦ PO Box 1210 ♦ Shady Cove OR 97539 ♦ (541) 878-2225 ♦ FAX: (541) 878-2226
E-Mail: djermain@shadycove.org ♦ Web Site: www.shadycove.org

RIVAS LUIS
7244 PONCE AVE
WEST HILLS, CA 91307

HONE MICHAEL J/AMANDA K
547 HUDSPETH LN
SHADY COVE, OR 97539

RICHTER MICHAEL
PO BOX 1126
SHADY COVE, OR 97539

KILLINGER ERNEST JOHN JR/MARI
PO BOX 1239
SHADY COVE, OR 97539

CROWL BRANDON S/MANDY S
PO BOX 1163
SHADY COVE, OR 97539

VOIN LEO A/ANDREA R
14N480 COOMBS RD
ELGIN, IL 60124

MALEPSY MICHAEL ET AL
36 MEADOW LN
SHADY COVE, OR 97539

~~RIVAS LUIS
7244 PONCE AVE
WEST HILLS, CA 91307~~

MENDENHALL RICK TRUSTEE ET AL
PO BOX 151
SHADY COVE, OR 97539

SCHOOL DISTRICT #9

*Nick Hogan
PO Box 548
Eagle Point, OR 97524*

**CITY OF SHADY COVE
PLANNING DEPARTMENT**

NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

Applicant/Owner: Ernest and Marilyn Killinger

Date: 01/20/2022

Major Partition File No: MJP 21-02

Description of Property: 34-1W-09DA, Tax Lot 706 - Hudspeth Lane, Shady Cove, Oregon.

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Issues which may provide the basis for an appeal to the Land Use Board Appeals shall be
raised in writing prior to the expiration of the comment period. Issues shall be raised with
sufficient specificity to enable the decision maker to respond to the issue.

"Notice to mortgagee, lien holder, vendor, or seller: The Shady Cove Zoning Ordinance
requires that if you receive this notice it shall be promptly forwarded to the purchaser."

A copy of all documents and evidence relied upon by the applicant are available for review and copies may be
obtained at cost. For more information, please contact the Planning Department at City Hall, (541) 878-2225.

****Review and Comment****

_____ No adverse effect.

_____ No comment.

_____ It has adverse effects as stated below.

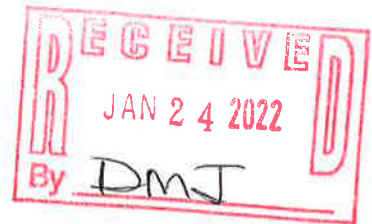
Signature: _____

Printed Name(s) _____

Street and Mailing Address: _____

Please submit your response to: City of Shady Cove, Planning Dept, PO Box 1210, Shady Cove, OR 97539

CITY OF SHADY COVE
PLANNING DEPARTMENT



NOTIFICATION OF ADJACENT PROPERTY USE PROPOSAL

Applicant/Owner: Ernest and Marilyn Killinger

Date: 01/20/2022

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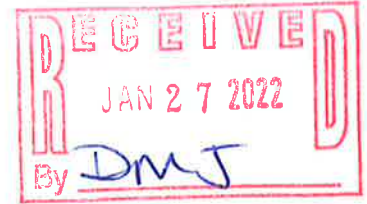
Printed Name(s) RICHARD D MENDENHALL

Street and Mailing Address: 255 HUDSPETH RD. P.O. BOX 151, SHADY COVE, OR

Please submit your response to: City of Shady Cove, Planning Dept, PO Box 1210, Shady Cove, OR 97539

MJP 21-02

CITY OF SHADY COVE
PLANNING DEPARTMENT



REQUEST FOR AGENCY COMMENT

Applicant/Owner: Ernest and Marilyn Killinger

Date: 01/20/2022

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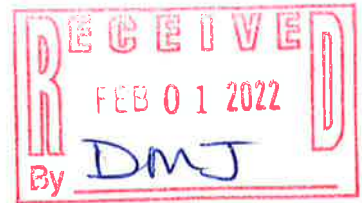
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CITY OF SHADY COVE
PLANNING DEPARTMENT



REQUEST FOR AGENCY COMMENT

Applicant/Owner: Ernest and Marilyn Killinger

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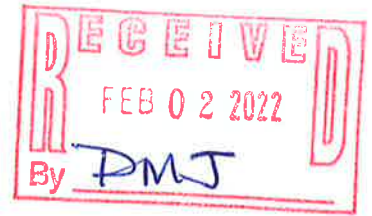
Signature: _____

Printed Name(s) _____

Street and Mailing Address: _____

Please submit your response to: City of Shady Cove, Planning Dept, PO Box 1210, Shady Cove, OR 97539

CITY OF SHADY COVE
PLANNING DEPARTMENT



REQUEST FOR AGENCY COMMENT

Applicant/Owner: Ernest and Marilyn Killinger

Date: 01/20/2022

Major Partition File No: MJP 21-02

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****Review and Comment****

☐ No adverse effect.

☐ No comment.

☒ It has adverse effects as stated below.

WHAT PUBLIC OR PRIVATE STREET PROVIDES LEGAL ACCESS
TO THESE LOTS? HOW DO PUBLIC FACILITIES SERVE THESE LOTS?

Signature: Scott D. Pingle

Printed Name(s) SCOTT D. PINGLE P.E. S.E.

Street and Mailing Address: 304 SOUTH HOLLY STREET, MEDFORD, OR 97501

Please submit your response to: City of Shady Cove, Planning Dept, PO Box 1210, Shady Cove, OR 97539



Mayor
Shari Tarvin

Councilors
Tim Evertt
Tanda Murders

NOTICE OF PUBLIC HEARING

The City of Shady Cove Planning Commission will hold a Public Hearing at 6:00 p.m. on Thursday, February 10, 2022, at the Shady Cove City Hall Council Chamber, 22451 Highway 62, Shady Cove, Oregon for the following purpose:

The Public Hearing is to consider a partition of one lot 1.76 acres into two parcels at Hudspeth Lane, Map and Tax Lot: 34-1W-09DA, 706. Proposed parcel sizes will be, Parcel 1: .56 acres, Parcel 2: 1.20 acres. Zoning is Low Density Residential (R-1-20), 20,000 square foot minimum lots.

Applicant: Ernest & Marilyn Killinger.

File Number MJP 21-02.

Individuals may submit written comments relating to this planning action **at any time up to, and during, the public hearing**, although it is preferred that such comments be submitted to the City at least one week prior to the above scheduled hearing date so that they may be included in the agenda packet. The Planning Commission will consider written and oral comments at the hearing.

Failure to raise an issue at a hearing, in person or in writing, accompanied by statements or evidence sufficient to afford the decision maker and the applicant an opportunity to respond to the issue, shall preclude appeal to the Oregon State Land Use Board of Appeals based on that issue. All testimony and evidence must be directed towards specific criteria, copies of which are available at City Hall.

Please mail comments to City of Shady Cove, PO Box 1210, Shady Cove OR 97539. The agenda, staff report and any related material will be available for public review seven days prior to the Public Hearing at 22451 Highway 62, Shady Cove during regular office hours (Mon-Friday 8:00 am - 5:00 pm). Copies will be available for purchase. For more information please contact Ryan Nolan, City Planner at (541) 878-8204.

The public is invited to attend via Zoom and comment at this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (541) 878-8204. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).