



City of Yelm
EST. 1924
WASHINGTON

NOTICE OF DECISION

ADMINISTRATIVE SITE PLAN REVIEW AND ADMINISTRATIVE VARIANCE

DATE: April 26th, 2024
PROJECT NAME: Sunshine Café
PROJECT LOCATION: 407 E Yelm Ave, Yelm, WA 98597
PARCEL NUMBER: 22719342700
CASE NUMBER: MU.2023.0165

NOTICE IS HEREBY GIVEN that the Public Services Department issued an Administrative Site Plan Review approval to Marian Licxandru at the above referenced location.

The complete decision may be viewed on the City's website at www.yelmwa.gov and choosing 'I Want To' then 'View' then 'Public Notices' from the menu system. For additional information, including how to obtain a print version of this decision, please contact assistant planner Clayton Wiebe at claytonw@yelmwa.gov or (360) 584-4204.

FINDINGS OF FACT

1. Marian Licxandru proposes to develop a vacant parcel with the construction of two new commercial buildings: a drive-thru coffee shop and an axe-throwing facility. The site is located at 407 E Yelm Ave, Yelm, WA 98597.
2. The vacant parcel lies partially within the City of Yelm and partially within unincorporated Thurston County. The portion of the property that is unincorporated is within the Yelm Urban Growth Area (UGA).
3. The portion of the property within Yelm city limits lies within the C-1 (Commercial District) zone. This zone is intended to provide for the location of business centers to serve the needs of the community for convenience goods, including food and entertainment. This zone is codified in Chapter 18.36 of the Yelm Municipal Code (YMC). The future zoning district for the portion of the property within the Yelm UGA is also C-1.
4. Marian Licxandru submitted a land use application on 9/19/2023, which was determined to be complete on 11/30/2023. The Administrative Site Plan Review application included an application for a variance to the perimeter landscaping requirements found in Chapter 18.55.020[B] YMC. The application materials included a site plan, Traffic Impact Analysis (TIA), and a Mazama Pocket Gopher (MPG) screening.
5. As required by Section 18.10.050 YMC, the Yelm Planning & Building Department mailed a Notice of Application to local and state agencies and surrounding property owners on 12/5/2023. In addition, the notice was published in the Nisqually Valley News on 12/7/2023.

During the public comment period, two comments were received from nearby property owners, with concerns relating to traffic potentially backing up onto Yelm Ave, and the potential for patrons of the proposed coffee shop to use the parking stalls of a nearby property.

- a. The applicant provided a revised TIA that examined the potential for traffic to back up from the drive-thru lanes onto Yelm Ave. The TIA included a study of nearby coffee shops to determine an adequate amount of queue storage necessary for the drive-thru, and found that storage space for 7 vehicles should be sufficient (the maximum

observed queue at nearby coffee shops was 7 vehicles). The City of Yelm has also developed uncodified guidelines for drive-thru vehicle queue storage, and these guidelines include a recommendation that drive-thru establishments provide enough queue storage for 8 vehicles. The revised TIA indicates that there is sufficient queue storage for 8 vehicles, and that no spillover onto Yelm Ave is expected. WSDOT reviewed the revised TIA and had no comments.

- b. In response to the concern that coffee shop patrons would utilize the parking lot of a nearby property, Marian Licxandru replied that he would be willing to discuss an agreement to build a fence with the nearby property owner if there are issues in the future.
6. Chapter 18.16 YMC requires a determination that the infrastructure facilities necessary to serve a proposed development are in place or planned for and properly funded with a reasonable expectation that the facilities will be in place at the time needed to preserve adopted levels of service.
- a. Concurrency with water and sewer requirements will be met at the time of construction, with the proposed buildings connecting to water/sewer.
 - b. Concurrency with transportation infrastructure means that the project completes frontage improvements, makes off-site improvements required for the safe movement of traffic and pedestrians if impacted by traffic from the development, and pays a traffic facilities charge.

The parcel fronts Yelm Ave, and no frontage improvements are required.

Transportation Facility Charges are due and payable upon the issuance of a building permit for construction of each building; this will satisfy concurrency for transportation. According to the 11th Edition of the ITE Trip Generation Manual, the proposed development is expected to generate roughly 21 new PM peak hour trips, assuming that the secondary building will be used as an axe-throwing facility. If the secondary building is used as an office, the project would be expected to generate roughly 6 new PM peak hour trips.

- c. Concurrency with fire protection means the developer pays a fire impact fee upon issuance of a building permit.

Payment of the fire impact fee at the time of building permit issuance will satisfy the concurrency requirement for fire protection.

7. The proposal is exempt from SEPA review pursuant to WAC 197-11-800(1)(d).
8. Due to the subject property not being entirely within the City of Yelm's city limits, the City of Yelm and Thurston County have ratified an interlocal agreement for permit processing. The signed agreement is attached to this decision.
9. Chapter 13.09 YMC establishes requirements for a Fats, Oil, and Grease (FOG) Control Plan for certain food processing establishments. Any commercial use that potentially generates FOG must remove FOG from the wastewater before it enters the STEP tank through grease traps and grease interceptors. Proof of compliance with FOG regulations is required during Civil Plan Review if the proposed use could generate FOG.
10. The Yelm Critical Areas and Resource Lands (Chapter 18.21 YMC) provides protection for critical aquifer recharge areas, frequently flooded areas, wetlands, geologically hazardous areas, and fish and wildlife habitat conservation areas.
 - a. All of Yelm is identified as a critical aquifer recharge area. Compliance with Federal, State, and County water source protection regulations and with the City's adopted stormwater regulations is required to protect the aquifer. [Section 18.21.070(C) YMC]. The City has adopted the latest edition of the SWMMWW published by the Washington Department of Ecology (see Chapter 18.27 YMC).
 - b. In April, 2014, the U.S. Fish and Wildlife Service listed the Yelm subspecies of the Mazama Pocket Gopher as threatened under the Endangered Species Act. While the City of Yelm is not responsible for implementation or enforcement of the Endangered Species Act, it consults with the Service and provides notice to applicants that the pocket gopher is a federally protected species.

The site has 'More Preferred' soils for MPG according to Thurston County geodata mapping. The applicant provided a screening document dated 8/17/2023 which found no evidence of MPG on the subject property.

11. Fire protection to the buildings must be provided per the International Fire Code. The International Building Code (IBC) provides occupancy ratings for different types of uses. The fire coverage system for the proposed use must meet IBC requirements.

12. Title 18 YMC is the Unified Development Code for the City of Yelm and establishes standards for development within the various zoning districts. The subject property is located within the C-1 zoning district.

a. Setback requirements for the C-1 zoning district are 15 feet front yard, 10 feet side yards, and 20 feet rear yard (Section 18.36.040 YMC). The minimum driveway approach is 20 feet.

The initial conceptual site plan shows conformance with the required setbacks and minimum driveway approach.

b. Buildings in the C-1 zoning district may be up to 60 feet in height (Section 18.32.040 YMC).

Preliminary architectural plans conform with the maximum building height requirement.

c. Establishments for the sale and consumption of food and beverages, such as coffee shops, require one parking space for each 200 square feet of gross floor area (GFA). The YMC does not offer guidance for parking requirements for an axe-throwing facility or any similar uses. However, the Olympia Municipal Code requires 5 parking spaces for every 1,000 square feet GFA for skating rinks/other commercial recreation, which is a reasonably comparable use. The requirement of one parking space per 200 square feet GFA is thus a reasonable requirement for both of the proposed uses (coffee shop/axe-throwing facility). The conceptual site plan meets these parking requirements with 16 proposed parking stalls (2,836 total square feet GFA/200 = 14.18 minimum required parking stalls).

13. Section 18.55.020(B) YMC establishes perimeter landscaping requirements.

a. Perimeter landscaping is required, and must be a minimum of 8 feet wide. The applicant has applied for an Administrative Variance to reduce this requirement to 5 feet, citing the relatively narrow width of the subject lot.

b. Section 18.13.060(C) YMC establishes criteria for approving an Administrative Variance as follows:

1. Literal interpretation and application of provisions of this code would deprive the applicant of the rights commonly enjoyed by other properties in the same district;
2. A variance is necessary for the preservation and enjoyment of a property right possessed by other property in the same vicinity or district, but which is denied to the property in question because of special circumstances on that property;
3. That the hardship described under this subsection is specifically related to the property and is the result of unique conditions such as irregular lot shape, size, or natural features, and the application of this code, and not, for example, from deed restrictions or the applicant's own actions;
4. The granting of the variance will not be materially detrimental to the public welfare or injurious to the right of other property owners in the vicinity; and
5. The variance will not permit a use prohibited by the Unified Development Code, in the district in which the subject property is located.

c. The site plan review committee hereby approves the request for an Administrative Variance to the required minimum width of the perimeter landscape. The site plan review committee finds the following:

1. The subject property features a relatively narrow width when compared to other nearby properties in the same C-1 zoning district. The unique dimensions of the lot would require a greater share of its lot frontage be devoted to a perimeter landscape if the 8 feet wide landscape requirement were upheld.
2. The variance is necessary in order to preserve the right of the applicant to a reasonable economic use of their property.

3. The unique conditions of the subject property are not due to deed restrictions or the applicant's own actions.
4. The reduction in the width of the perimeter landscape will not be materially detrimental to the public or injurious to the right of other property owners in the vicinity.
5. This variance will not permit a land use that is prohibited in the C-1 zone.

CONCLUSIONS OF LAW & CONDITIONS OF APPROVAL

- A. Section 18.13.020 (B) YMC allows the Site Plan Review Committee to approve a proposal when the preliminary site plan conforms to the standards, provisions and policies of the city as expressed in its various adopted plans and ordinances.
- B. Marian Licxandru has established that the request for administrative site plan review approval and an administrative variance can satisfy all criteria set forth in Section 18.13.020(C) YMC and Section 18.13.060(C) YMC, and meet all requirements of the C-1 zoning designation, and meet all other requirements of the Yelm Municipal Code. Therefore, the administrative site plan review shall be approved subject to the following conditions:

1. The civil engineering plans shall include plans for the collection, treatment, and infiltration of stormwater in accordance with the most current version of the SWMMWW. The final stormwater plan shall include an operation and maintenance plan and an agreement to maintain stormwater facilities.
2. A final landscape plan must be submitted during Civil Plan Review.
3. Cross-connection backflow protection is required for all landscaping irrigation, if proposed.
4. A lighting plan must be submitted during Civil Plan Review. See Section 18.59.050 YMC for code requirements related to parking lot/building entrance illumination.
5. Prior to construction, civil engineering plans shall be submitted to the Yelm Public Services Department for review and approval. Civil plans submission shall

be consistent with the requirements of the Yelm Development Guidelines and shall include details on all required infrastructure.

6. During Civil Plan Review, the applicant shall submit a site plan depicting a fire apparatus turnaround featuring a turning radius of 28 feet.
 7. The site plan indicates stub outs for future development. Any future development on the site will require separate permit applications.
 8. If the proposed use will generate Fats, Oils, and Grease (FOG), then a FOG Control Plan must be implemented. The details of any FOG devices must be presented during Civil Plan Review, and a FOG Control Plan must be provided prior to issuance of the Certificate of Occupancy.
- C. This administrative site plan review approval is valid for 18 months from the date of this approval, unless construction has begun or civil plans have been approved, in which case the permit is effective until the expiration of civil plan approval or upon project completion, whichever is first.

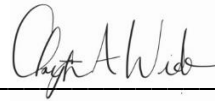
DECISION

The request for administrative site plan review approval and administrative variance is hereby granted subject to the conditions contained in the conclusions above.

Dated this 26th day of April, 2024.



Gary Cooper
Planning & Building Manager



Clayton Wiebe
Assistant Planner

APPEAL

The Site Plan Review Committee's decision in this matter may be appealed pursuant to Chapter [18.10 YMC](#), to the City of Yelm Hearing Examiner no later than 21 days from the date of this decision. An appeal must be in writing, contain specific factual objections, and include the appeal fee of \$1,250.00.

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF YELM AND THURSTON COUNTY
FOR
PERMIT PROCESSING

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract must be authorized by the governing body of each party to the contract and must set forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties;

WHEREAS, the City of Yelm (YELM) and Thurston County (COUNTY) intend that under this Agreement YELM will (except as otherwise provided in this Agreement) serve as the lead agency for reviewing land use applications and permits for the project identified below and will, if the proposed project meets applicable City and County code provisions, issue approvals and permits to the applicant, which approvals and permits will satisfy both CITY and COUNTY requirements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, YELM and COUNTY agree as follows:

I. Purpose/Objective

Marian Licxandru has applied for a City of Yelm Ministerial Review approval to site a drive through coffee stand and office building. This proposal is located at 407 East Yelm Avenue and the parcel number is 22719342700. The parcel current is partially in the City of Yelm and partially in Thurston County (See Attachment A). YELM is requesting approval from the COUNTY to complete the permitting of this project using the City of Yelm Ministerial Review process and development standards. The proposed development will not have any structures located in Thurston County (See Attachment B).

II. Scope of Agreement/Work

A. Responsibilities of YELM are as follows:

1. Review and process all land use application and apply applicable YELM codes and standards to that portion of the project located within the City of Yelm, and applicable COUNTY codes and standards to that portion located in Thurston County, with the following exception for consistency: the entire project shall be subject to the version of YELM's Engineering Design and Development Standards current at the time of civil engineering permit application.

3. Complete civil engineering review for the project and issue plan approvals.
4. Complete final plat review, inspections, and approval to assure all conditions of preliminary plat approval and other platting legal requirements are met by the developer.
5. Hold, inspect, and issue final approval and authorize release of performance bonds submitted by the developer for the public improvements. YELM shall consult with the COUNTY prior to issuance of final approval and release of performance bonds under this subsection.

III. Payment (or Funding/Costs/etc.)

Payment of fees:

Applicant is responsible for payment of fees to YELM in accordance with YELM's adopted fee schedule for permit and plan review, Hearing Examiner services, and inspections. Preliminary plat fee will be based on the total land area (inside and outside of YELM city limits) that is proposed for land division. Applicant is also responsible for payment of Thurston County Environmental Health (TCEH) plan review fees in accordance with the COUNTY's adopted fee schedule.

IV. Method of Payment

Permit and inspection fees will be paid by the applicant via the YELM's online portal. Fees include a Hearing Examiner deposit. Any additional Hearing Examiner fees will be paid by the applicant after receipt of an invoice from YELM. upon application submittal.

V. Indemnification & Workers Compensation

The COUNTY and YELM each agree to defend, indemnify, and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

In any and all claims against either party, its officers, officials, employees, and agents by any employee, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by either party or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the COUNTY and YELM expressly waives any immunity either might have had under Title 51 RCW. By executing the Contract, the COUNTY and YELM acknowledge that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section must be incorporated, as relevant, into any contract either party makes with any subcontractor or agent performing work hereunder.

VI. Joint Board; Property

This Agreement creates no Joint Board and no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

VII. Duration of Agreement

This Agreement is effective until June 30, 2028, unless otherwise terminated in the manner described under the termination section of this Agreement.

VIII. Termination of Agreement

This Agreement may be terminated upon 60 days notice to the other party using the method of notice provided for in this Agreement.

IX. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by YELM and COUNTY, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

X. Counterparts

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

XI. Posting or Recording

Prior to its entry into force, this Agreement must be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

XII. Employment Relationship

Employees of each agency remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency may be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for workplace injuries remains unchanged by this Interlocal Agreement.

XIII. Notice/Contract Representative

Any notice required under this Agreement must be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF YELM

Attn: Gary Cooper

Re: Interlocal Agreement with Thurston County

901 Rhoton Road SE

Yelm, WA 98597

garyc@yelmwa.gov; 360.458.8408

THURSTON COUNTY

Attn: Brett Bures

Re: Interlocal Agreement with City of Yelm

2000 Lakeridge Dr SW, Bldg 1

Yelm, WA 98502

brett.bures@co.thurston.wa.us; 360.786.5471

XIV. Records

Each party shall maintain its own public records and is solely responsible for responding to records requests received about the subject matter of this interlocal. Any public records request addressed to the group as if this interlocal created a separate legal entity, must be deemed to be a request received by each member individually. Each member shall respond separately, unless agreed to otherwise in writing and properly documented.

XV. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement is the Superior Court of Thurston County.

XVI. Changes, Modifications, Amendments and Waivers

This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any provision or condition of the Agreement may not be considered a waiver of any prior or subsequent breach.

XVII. Signatures

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all its provisions and conditions.

XVIII. Severability

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions, conditions or applications of this Agreement which can be given effect without the invalid provision, condition, or application. To this end the provisions and conditions of this Agreement are declared severable.

XIV. Effective Date

This Agreement takes effect as of the date of filing or posting as required by RCW 39.34.040 and section XI, above.

CITY OF YELM

THURSTON COUNTY

X 

Joe DePinto
Mayor

X 

Name
Director,
Community Planning & Economic Development

Date: 3-26-24

Date: 4/2/2024

Approved as to form:

Approved as to form:

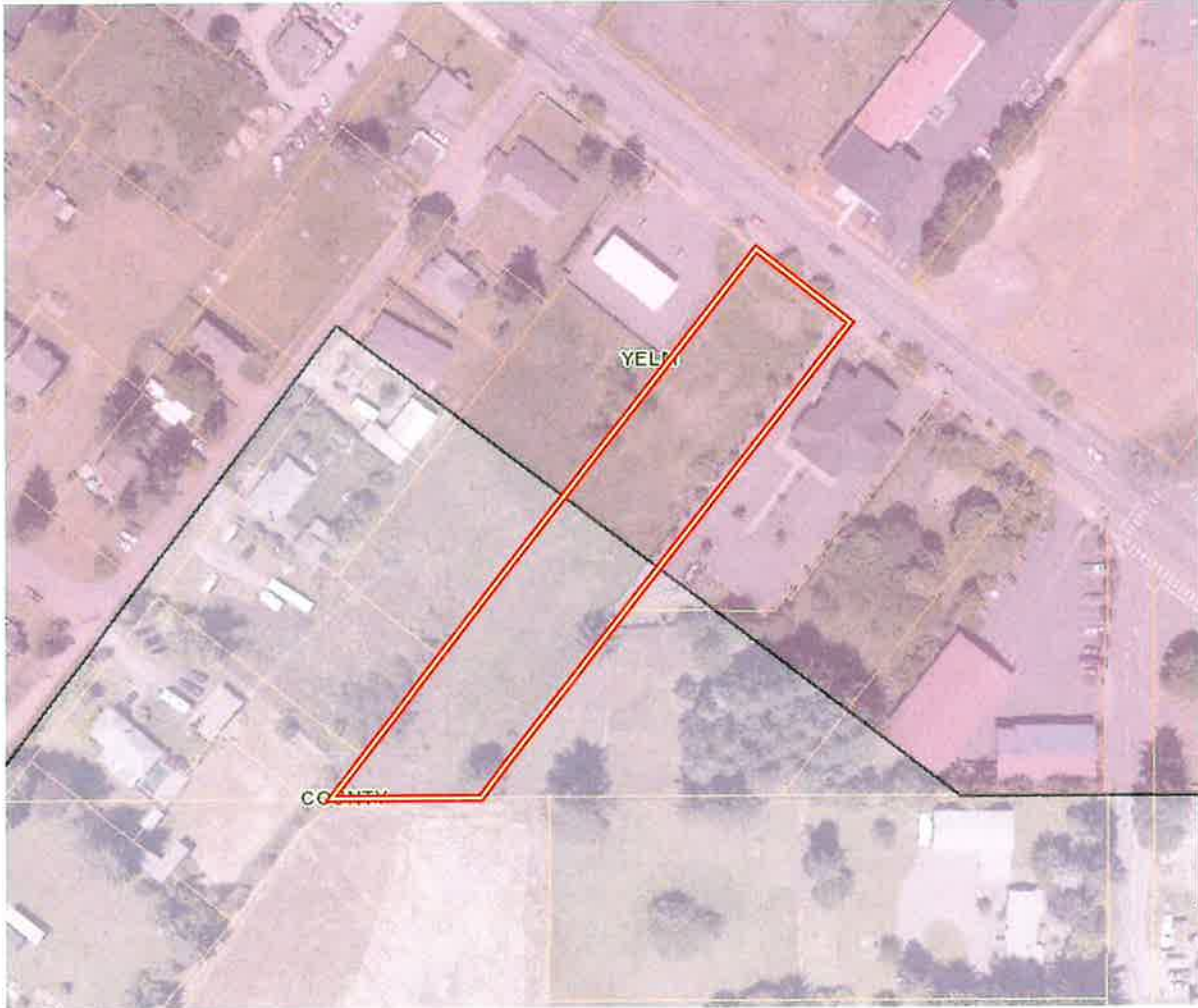
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Brent Dille
City Attorney

X 

Travis Burns
Deputy Prosecuting Attorney

Attachment A



SUNSHINE CAFE

SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 EAST, W.M.
YELM, WASHINGTON

SURVEY NOTE
THE BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION AND PROFESSIONAL LAND SURVEYORS AND OBTAINED FROM CITY RECORDS, ENGINEERING AND SURVEYING RECORDS. THE SURVEYORS MAKE NO WARRANTY AS TO THE ACCURACY OF THIS INFORMATION OR FOR THE DRAWINGS AS A RESULT.

Attachment B

PROJECT INFORMATION

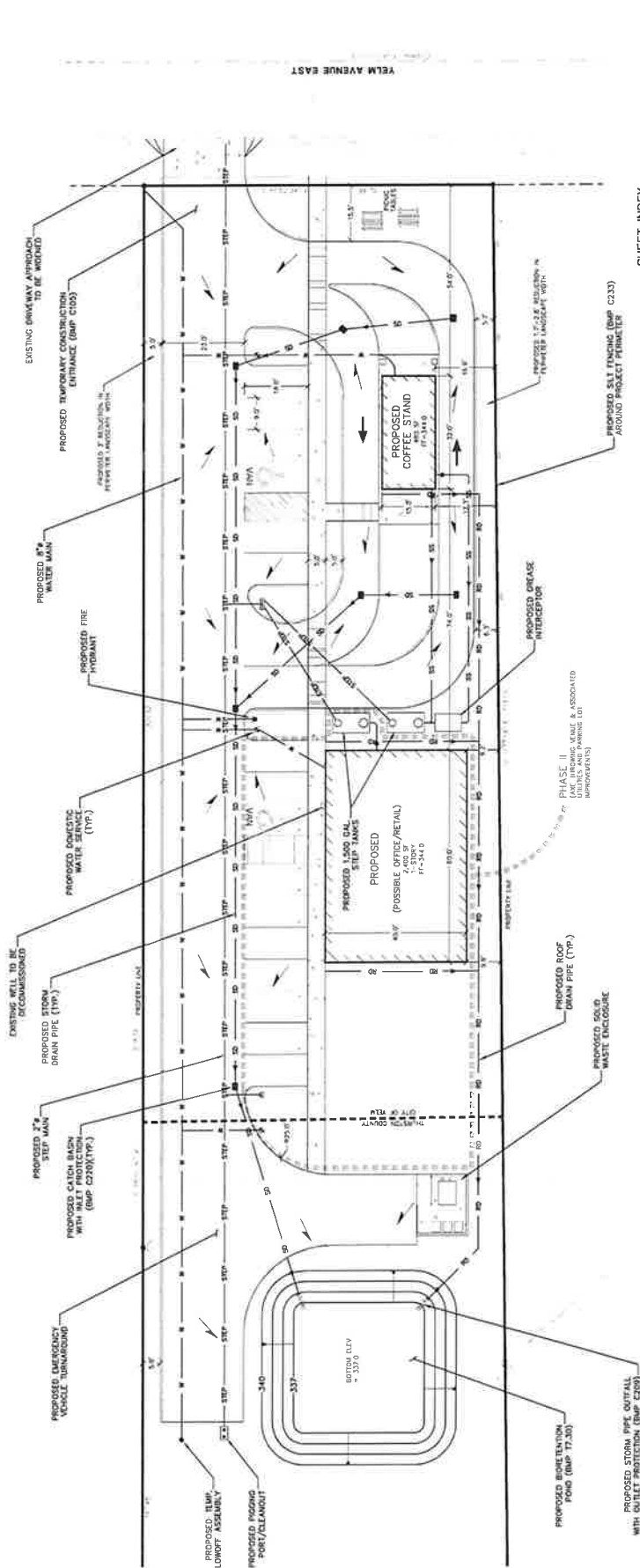
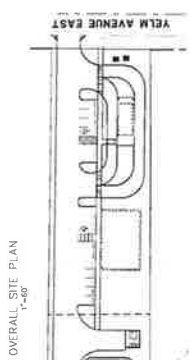
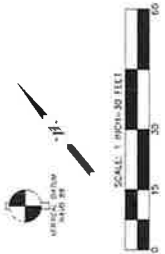
OWNER/APPLICANT: YELM CARLSON, LLC
 407 YELM AVE. E.
 LAKEWOOD, WA 98498

PARCEL NO: 22719342700
 SITE ADDRESS: 407 YELM AVE. E.
 YELM, WA 98597

ZONING: C-1 (CITY) & RR-1/5 (COUNTY)
 PARCEL AREA: 56,770 SF (1.293 AC)
 SOILS: MEDIUM-LDARY FINE SAND (H42)

SANITARY SEWER/WATER: CITY OF YELM
 POWER/GAS: PUGET SOUND ENERGY
 TELECOMMUNICATIONS: COMCAST & LUMEN
 FIRE DISTRICT: YELM
 RETUSE/RECYCLING: PACIFIC DISPOSAL
 BUILDING SETBACKS: 15' FRONT, 10' SIDE, & 20' REAR
 FEMA FIRM DESIGNATION: ZONE X (53057C0333E)
 PROPOSED HARDWARE: 38.7%
 PROPOSED LANDSCAPE COVERAGE: 61.3%

MUNITY MAP



SHEET INDEX

- 1 SITE PLAN
- 2 DRAINAGE DETAIL

OLYMPIC ENGINEERING
 407 YELM AVE. E.
 LAKEWOOD, WA 98598
 WWW.OLYMPICENR.COM

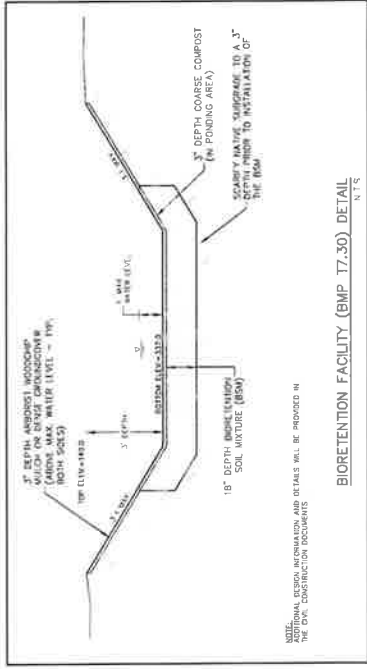
300 NUMBER
 2202A
 DRAWING NAME
 2202A_SHEE
 SHEET: 1 OF 2

DATE: 9/9/2023
 SCALE: 1" = 30'
 DESIGNED BY: CMM
 DRAWN BY: CMM
 CHECKED BY: CMM

CITY OF YELM
 WASHINGTON

SUNSHINE CAFE
 SITE PLAN

SEC 19, TWP 17N, RGE 2E, W.M.



BIORETENTION FACILITY (BMP T7.30) DETAIL
N.T.S.

NOTES: 1. SEE SPECIFICATIONS AND DETAILS SET. BE PROVIDED IN THE CIVIL CONSTRUCTION DOCUMENTS.

NO.	DATE	REVISION

SUNSHINE CAFE

CITY OF YELM WASHINGTON

DRAINAGE DETAIL

DESIGNED BY: CVM
 DRAWN BY: CVM
 CHECKED BY: CVM
 SCALE: N.T.S.
 DATE: 9/9/2023

OLYMPIC ENGINEERING
 1401 12th Street, Suite 200
 Everett, WA 98201
 Phone: (425) 774-8000
 Fax: (425) 774-8001
 www.olympiceng.com

JOB NUMBER: 22074
 DRAWING NAME: 22074-DET-1
 SHEET 2 OF 2

"CALL UNDERGROUND LOCATE AT 811 BEFORE YOU DIG"