

**BEFORE THE HEARING EXAMINER  
FOR THURSTON COUNTY**

In the Matter of the Application of the	)	NO. SUPT 001030
	)	
<b>School of Excellence</b>	)	
	)	
For Approval of a Special Use Permit	)	CLARIFICATION OF
_____	)	CONDITIONS

TO: Mr. Jeffery Fancher, Attorney  
Thurston County  
Via Facsimile to:

Mr. Robert Hoffman, Applicant Representative  
School of Excellence  
Via Facsimile to:

Parties of Record  
Via Mail to:

PLEASE TAKE NOTICE that, in Response to County Motions for Reconsideration and Clarification, and following a telephone conference with the County and the Applicant, the undersigned Hearing Examiner takes the following action:

1. The Motion for Reconsideration is denied.
2. The Motion for Clarification is granted.
3. The "Decision" portion of the "Findings, Conclusions and Decision" dated December 22, 2000, is hereby modified for the purpose of clarification as follows:
  1. If operation of the school begins under this Special Use Permit, operation shall cease on July 3, 2001, at which time this permit shall expire. If operation of the school begins shall cease at the end of the current academic year or June 15, 2001, whichever first occurs. Continuation of the Special Use Permit beyond that time

may be granted by the Hearing Examiner if, following a public hearing, the Applicant can demonstrate that there is substantial progress toward correction of all violations of all codes including health, fire and building codes applicable to the facility and if the Applicant meets his burden of proof to show compliance with all criteria for granting a special use permit. ~~If this burden is not met, the continued operation of the school shall not be allowed.~~

2. At the option of the County the Applicant shall execute a “Hold Harmless” agreement with the County that acknowledges it began expanded school operations without appropriate permits and that commits the school to meeting minimum standards for safe operation of a school facility including providing a suitable water supply, adequate fire protection, improved road access and a functioning septic system in an expeditious manner. At the option of the County, the agreement may include a hold harmless and indemnification clause designed to protect the County and its agents from liability for any damage that may be caused to another as a consequence of operation of the school during the remainder of the academic year.
3. The use of the school shall be limited to 110 students and staff.
4. No food preparation for service to others allowed on premises unless permitted by Thurston County.
5. The Applicant shall initiate a compliance plan and time schedule to address the code violations described in Attachment f to Exhibit 1 including actions to obtain building permits, obtain approval of Group A water supply, install a septic system, provide improved lighting, undertake cleanup of property to remove hazardous items, install a stormwater conveyance improvements, obtain approval of a School Facility Plan per WAC 246-366-040 and pave the access road to the facility up to and including the driveway.

Prior to commencement of operations, the Applicant shall comply with the following conditions through the current academic year:

6. Bottled water shall be provided for all students and staff upon approval by Thurston County, which approval shall not be unreasonably withheld.
7. Portable toilets shall be made available for student use and shall be pumped and maintained on a regular schedule upon approval by Thurston County, which approval shall not be unreasonably withheld. Existing on-site bathrooms shall be closed ~~for all but staff use~~ upon approval by Thurston County, which approval shall not be unreasonably withheld or until the Applicant provides evidence of prior approval.
8. ~~Fire extinguishers shall be provided in each building.~~

9. Any additional conditions of operation deemed necessary ~~and essential to safe operation of the school facility by the county's building official, fire marshal or environmental health official. Additional conditions of operation shall be put in writing and delivered to the Applicant prior to January 2, 2001~~ to meet all Federal, State, and County requirements for the safe operation of the school.
4. The "Summary of Decision" portion of the "Findings, Conclusions and Decision" dated December 22, 2000, is hereby modified for the purpose of clarification as follows:

The Applicant is granted a temporary Special Use Permit to operate a private school at the proposed location until July 3, 2001, subject to the conditions herein. ~~allow the school to remain open through the current academic year (no later than June 15, 2001).~~ Prior to commencing operation, the Applicant shall be in compliance with all Federal, State and County requirements for such use. In addition, and at the option of the County, the Applicant shall execute an agreement with the County that acknowledges it began expanded school operations without appropriate permits and that commits the school to meeting minimum standards for safe operation of a school facility (including providing a suitable water supply, adequate fire protection, improved road access and a functioning septic system) in an expeditious manner. At the option of the County, the agreement may include a hold harmless and indemnification clause designed to protect the County and its agents from liability for any damage that may be caused to another as a consequence of operation of the school during the remainder of the academic year.

This action is taken pursuant to agreement between the County and the Applicant in order to assist in the understanding of and compliance with the conditions of approval imposed by the Hearing Examiner in his decision.

So ordered this 29<sup>th</sup> day of December 2000.

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Theodore Paul Hunter, Hearing Examiner