

March 1, 2006

The Bertschi School
Ms. Brigitte Bertschi
Bertschi Board of Trustees
2227 10th Avenue East
Seattle, Washington 98102

Dear Ms. Bertschi and Each Individual Board Member (see list on page 3)

We are the remaining cadre of neighbors who represented the neighborhood's concerns about your 1980/81 plans to convert your daycare center and the adjoining church into a "nongraded" school. We are at the forefront again and regrettably find that the issues are nearly the same and the impacts related to these issues magnified considerably. Our purpose is straightforward and we want to be clear about one thing: our concerns have never been about the importance of education. We fully recognize that educational programs are essential for our society. Our concern has always been about preserving and nurturing the residential fiber of this community, about providing for a safe and welcoming place to raise our families, and about finding a balance between competing institutional and residential interests.

This communication focuses directly on finding that balance. More specifically we want to examine the City's implementing directives that granted approval to convert your daycare facility to a nongraded school. The subject directives include both the Declaration of Non-Significance (DNS) and the three-party Agreement that brought an appeal before the Hearing Examiner to a close. We are well aware that this goes back a few years but it is a critical starting point. Time may have passed but the content and provisions of these directives have never been amended or changed. We were parties to the Agreement that you, your husband, your Board President and the City signed, signifying a mutual agreement to withdraw all appeals to the proposed conversion while mapping out a plan for finding balance between competing interests. A copy of the DNS and the Agreement are attached.

From our perspective this Agreement and the associated change of use permit (DNS) were put in place to protect the interests of our residential community, your newly forming private school and the City's plans for neighborhoods. It was a negotiated settlement where all "sides" had to give up a little to get a little. As we were finalizing the Agreement and coupling it with the use permit we were trusting that the conditions, limitations, and specifications for the new school would both mitigate existing impacts and put a reasonable cap on any further compromises to the neighborhood. The cap on enrollment of 120 students (no more than 100 at any one time) was going to be a sizeable jump in enrollment. At the time there were only 40 to 50 children in your daycare program. But the cap at least provided an upper boundary and we could see that issues related to traffic, parking, safety, noise, and visual impact were all being addressed. As we recall, you and your husband willingly agreed with this enrollment limit and to the other conditions of the permit and the Agreement as it ended a very tumultuous period of debate and numerous legal challenges.

As we began to look at your latest and certainly most aggressive expansion plans we were truly alarmed to find that the school was, and had been, violating nearly every one of the conditions that we worked so hard to establish. We have always remained concerned about further expansion in our neighborhood. We carefully watched as you acquired, via lease, the Hsu family's home in 1985 and then purchased the 913 East Lynn home in 1990. We have always been

led to understand that overall enrollment was hovering near the upper limit and that the new properties were not added to increase capacity. We have relied on the City to monitor compliance, and we wanted to have faith and respect in the promises and commitments we all agreed to.

As shown in Attachment 2, in almost every instance the conditions of the City's permit and of our three-party Agreement have been exceeded, overlooked or ignored. The enrollment figures are clearly the most onerous. Without request to amend, change, or even terminate the permit or Agreement, the school has made piecemeal additions to its enrollment, which now more than doubles the number that was set as the upper limit. And all of the concomitant impacts related to traffic, parking, safety and noise have multiplied without any compelling mitigation.

Honorable people and organizations do not unilaterally ignore such written agreements. These are flagrant contradictions that have come to have a severe impact on the residential fiber of this community. The balance between institution and residential interests has been upset. We request and expect a prompt and thorough explanation as to how the school expects to achieve compliance with all of these conditions. We make this request with the note that the closing provision of the Agreement gives "the right to any party to seek and obtain enforcement of this Agreement" [page 8, Agreement].

You are undoubtedly aware that all of these issues were presented to the Hearing Examiner. When the Examiner declined to consider existing compliance violations during the appeal of your expansion project the ruling came with instructions that such violations should be filed as "Code Compliance Complaints" and submitted to the Department of Planning and Development. This action was accomplished in August 2005 and enforcement is pending. We fully support this supplemental process but would like to make it clear that we do not consider a ruling with respect to code compliance complaints to be dispositive or binding with respect to our personal rights and the School's obligations under the Agreement.

Litigation is a sizeable and unpleasant undertaking and we do not look forward to such a potential. Taking legal action against a "neighbor" is certainly not how we, or any of our neighbors, want to approach a problem. However, we are concerned that other efforts to influence the unpermitted growth of your school have simply been ignored or severely marginalized.

We look forward to your reply and more importantly to your prompt efforts to implement responsible corrective action.

Sincerely,

Tomio Moriguchi
903 East Lynn Street
Seattle, WA 98102

Evie (Gaston) Huntington
2302 Broadway East
Seattle, WA 98102

Vern Green
2218 Broadway East
Seattle, WA 98102

Attachments

1. Declaration of Non-Significance (DNS) with 1981 Three-Party Agreement
 2. Bertschi School Permit/Agreement Compliance (Chart)
- The Bertschi School Board of Trustees

David Thyer, President
Dennis McLean, Vice President

Julie Barwick, Secretary
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Linda Walker
Kelley Western, Chair, Development Committee
Brenda Cram, Faculty Representative
Katrina Harvie-Watt, Parent Council Representative

Copies to:

Mayor Greg Nickels
Seattle City Council Members
Seattle Department of Planning and Development
Director, Diane Sugimura
Office of the City Auditor
Seattle, Washington 98124
Seattle Department of Transportation
Director, Grace Crunican
Friends of North Broadway District (FNDB)
North Capitol Hill Neighborhood Association (NCHNA)