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NO. 73738-4-I

IN THE COURT OF APPEALS
FOR THE STATE OF WASHINGTON
DIVISION 1

ROBIN JONES and ROSEMARY QUESENBERRY,
Petitioners/Plaintiffs,

vs.

THE RENTON SCHOOL DISTRICT #403,
Respondent/Defendant.

PETITIONERS' OPENING BRIEF

Eric R. Stahlfeld, WSBA #22002
145 S.W. 155TH Street, Ste 101
Seattle, WA 98166

(206) 248-8016

Attorney for Petitioners

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This appeal fundamentally raises the question whether a government, when selling publicly-owned property pursuant to a statute, may ignore the procedural requirements in that statute.

A. Assignment of Error.

Did the trial court err in dismissing on summary judgment plaintiffs' lawsuit challenging the Renton School District's proposed sale of real property authorized by RCW 28A.335.120 where

1) the trial court relied on *S. Tacoma Way, LLC v. State of Washington*, 169 Wn.2d 118, 233 P.3d 871 (2010), for the proposition that a court will not void sale of public land for violations of the procedural requirements, where the district is authorized to sell the land;

2) the trial court made no attempt to determine whether the *policy* underlying the procedural requirements was satisfied notwithstanding the failure to follow the procedural requirements;

3) in exchange for taking away the right of school district residents to vote on a sale of public property, and giving authority to sell to the school board, the legislature set up procedural requirements to give those school

district residents the opportunity to offer their input for and against the propriety and advisability of the proposed sale at a public hearing;

4) the procedural failure was properly to notify school district residents of a hearing at which they could offer evidence against the propriety and advisability of a sale; yet

5) the school district went ahead anyway, without giving proper notice to its residents, and determined that it was proper and advisable to sell the property?

B. Statement of the Case.

The trial court previously had set out the facts:

1. The defendant School District owns a parcel of approximately 21 acres that is adjacent to the plaintiff's property. This parcel had been acquired by the School District with the intent to build a middle school on that site. However, no school was ever built on the property, and the School District decided that the parcel should be sold.
2. Defendant scheduled a public hearing regarding its proposal to sell the property. That hearing was conducted on November 27, 2012, and [Robin Jones] appeared and gave testimony at that hearing.
3. Defendant signed the [Purchase and Sale Agreement] for the property on May 22, 2013. The purchaser plans to develop the parcel to construct a number of

- homes on it.
4. Subsequently, the Defendant discovered that its notice for the November 27, 2012 public hearing had not complied with the requirements of RCW 28A.335.120. Consequently, the Defendant noted an additional public hearing for October 29, 2014. [Robin Jones] appeared at that hearing through his counsel, who gave testimony.

CP 204-205.

Plaintiff Rosemary Quesenberry also lives next door to the property. CP 232. She did not receive notice of the November 27, 2012, public hearing, and did not testify at it. CP 232-33.

The District twice agreed to extend the time for closing, rather than allowing the PSA to expire. CP 270.

On summary judgment, the Court dismissed Plaintiffs' Complaint, orally explaining that "the most germane case that appears to me to be very much on point is the *S. Tacoma Way, LLC v. State of Washington*." CP 313. The sale still had not closed as of the date the trial court dismissed the case.

C. Argument.

1. The Standard of Review is de novo.

On appeal, the court reviews summary judgment *de novo*. *Lane v. Port of Seattle*, 178 Wn. App.

110, 117, 316 P.3d 1070 (2013). Summary judgment is appropriate only if there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Degel v. Majestic Mobile Manor, Inc.*, 129 Wn.2d 43, 48, 914 P.2d 728 (1996). "All facts and reasonable inferences are reviewed in the light most favorable to the nonmoving party." *City of Lakewood v. Pierce County*, 106 Wn. App. 63, 68-69, 23 P.3d 1 (2001). The moving party must submit adequate affidavits before the nonmoving party need set forth specific facts which sufficiently rebut the moving party's contentions and disclose the existence of a genuine issue as to a material fact. *Meyer v. University of Wash.*, 107 Wn.2d 847, 852, 719 P.2d 98 (1986).

2. The school district failed to follow the statutory procedural requirements, and did not give the required notice to its residents.

The undisputed facts are that the school district did not provide proper notice as required by the statute, before it decided on the propriety and advisability of the sale, and entered into the purchase and sale agreement.

- a. The basic rule is that the government must follow the law.

"It is a general rule that where the contract grows immediately out of, and is connected with, an illegal act, a court of justice will not lend its aid to enforce it." *Hederman v. George*, 35 Wn.2d 357, 212 P.2d 841 (1949). "As 'creatures of statute,' municipal corporations possess only those powers conferred on them by the constitution, statutes, and their charters. *City of Tacoma v. Taxpayers of City of Tacoma*, 108 Wn.2d 679, 685-86, 743 P.2d 793 (1987) (citing 2 E. McQuillin, *Municipal Corporations* § 10.09 (3d rev. ed. 1979)).

- b. *The school district's authority to dispose of real property is authorized by RCW 28A.335.120.*

Prior to 1979, the sale of school property over a minimum value required a majority vote of the electors in the school district. See *Rem. Rev. Statutes* § 4808 (if over \$2,000, as of 1909); *Laws* 1953, ch. 225 (over \$20,000); former RCW 28A.58.045 (amended in 1975, to over \$35,000). The legislature fundamentally altered this requirement in 1979, allowing a school district board of directors to decide to sell, and no

longer requiring a public vote. CP 187-88, Laws 1979, 1st Ex. Sess. ch. 16.

But in so doing, the legislature also protected the right of the voters. The legislature added a new Section 2 to RCW 28A.58.045, requiring notice published at least once a week for two consecutive weeks in a legal newspaper, for a public hearing. *Id.* The school board was required to provide notice for two consecutive weeks in a legal newspaper and

hold a public hearing upon the proposal to dispose of the school district property at the place and the day and hour fixed in the notice and admit evidence offered for and against the propriety and advisability of the proposed sale.

Id. This is now codified at RCW 28A.335.120(2).

c. The school district must hold the properly noticed hearing before deciding to sell the property.

The provision for a public hearing was enacted when the legislature removed the requirement for a public vote approving a proposal to sell sufficiently valuable public property. The only intent of the proposal was to use the public hearing as a substitute for the public

vote.¹ This public hearing had to have meaning, given that it was substituting for a significant right of the voters to overrule a district proposal to sell public property.

This was reinforced two years later when the legislature added what is now subsections (3) and (4) to RCW 28A.335.120. Laws 1981, ch. 306 §4. For all real property, the school district had to publish a notice and then wait 45 days before selling the property. During that time private schools could submit bids on equal footing with all others.

The forty-five day waiting period did not remove any previous provisions. Instead, it is clear that the legislature was concerned that a private school was not being given notice that public school property, which might be uniquely valuable to another school, might be sold without the private school even knowing about the possibility that it could bid on property that it might value more highly than others. This 1981

¹ Plaintiffs note that the section already had the provisions protecting the public purse by requiring an appraisal and prohibiting a sale for less than specified percentages of that appraisal, even when a public vote was required.

amendment prohibited the school district from entering into a purchase and sale agreement prior to the notice and hearing process, because otherwise there is no opportunity for others such as private schools to submit bids. The legislature did not intend merely to "allow" others to submit "bids" for a property already under a binding purchase and sale agreement. That would be a hollow "right," utterly meaningless in practice.

Just as there must be a meaningful opportunity for others to submit bids *before* there is a binding purchase and sale agreement, there must also be a meaningful hearing. Those who offer evidence against the advisability of the proposed sale must have a meaningful opportunity to do so at the hearing. If the school district has already entered into a binding purchase and sale agreement, there is no meaningful opportunity for anyone to offer evidence against the advisability of that sale.

Here, that is precisely what happened. The Renton School District had entered into a binding contract to sell the property before it properly noticed and held its hearing. There was no

meaningful opportunity to offer evidence against the advisability of the sale, because the District had already entered into a binding contract to sell it.

There is a significant difference between entering into a binding contract to sell property, and considering or proposing to do so. When the district is considering or proposing to sell, there is still a fair opportunity to present evidence against the sale. Once the sale becomes binding, though, any fair opportunity is lost.

The legislature has never authorized a school district to decide to sell property before giving the public the opportunity to offer its input. Prior to the 1979 amendment, the district could "consider" whether to sell, but had to put the matter to a public vote. In 1979, the district could "propose" to sell, but then had to give notice and hold the hearing at which the public could offer evidence against the sale. In the 1981 amendments, the district could "desire" to sell, but had to wait forty-five days.

In none of these did the legislature contemplate that it was authorizing the District to enter into a binding purchase and sale

agreement to sell the property at the beginning of the process.

The school district argued it could sign a contract before even giving notice to its residents. CP 296. It is impossible to square this argument with an interpretation of the statute that provides *any* protection for the residents in the school district. The District could enter into a binding contract and schedule the required hearing *one day* before signing the actual deed, under the District's argument. This would render the hearing all but superfluous.

The legislature clearly did not intend that wasteful process. The required hearing was to replace the public vote, and the elected school board members were to put themselves in the shoes of the voters. They were to consider evidence for and against the "propriety and advisability" of the proposed sale. This had to occur before deciding to sell the property, otherwise evidence of the "advisability" of the sale would be meaningless.

The Renton School District entered into a binding purchase and sale agreement to sell the property, and only later provided the statutorily

required notice and held a hearing. But at that later hearing, Robin Jones and the public had no meaningful opportunity to offer evidence against the advisability of the sale. The legislature did not authorize a school district to enter into a binding purchase and sale agreement before giving notice and holding a "hearing," and therefore the Renton School District has not followed the process set forth in RCW 28A.335.120.

d. The school district did not follow the law before deciding to sell the property.

Here, there is no question the Renton School District, rather than following the statutorily-mandated requirement to whom it should provide notice, i.e., those who previously would have voted on the issue whether to sell the land, before holding its statutorily-mandated hearing at which those persons could offer testimony as to the propriety and advisability of selling valuable property, instead notified persons living well outside it's borders. Despite not providing the required notice, the District nevertheless decided it was advisable to enter into a contract to sell the property. Even knowing that it had not provided the required notice, the District - twice

- extended the time for closing, thus avoiding an opportunity to correct its error by starting anew.

The School District has no authority to sell the property unless a statute gives it that power, and the only statute giving it that power, RCW 28A.335.120, requires it to provide proper notice. The hearing was an illegal act, and the signed purchase and sale agreement grew immediately out of that act and is connected with it. The long-standing general rule is that the courts will not enforce such an act.

3. Where the policy underlying a procedural requirement is met, a court may excuse a procedurally-irregular act otherwise within the power of the government.

Notwithstanding this general rule, courts have developed an exception for government acts that suffer from a procedural irregularity. *S. Tacoma Way, LLC v. State of Washington*, 169 Wn.2d 118, 233 P.3d 871 (2010) is a good example of such an exception.

The rule is *not* that government entities may ignore procedural requirements with impunity; this is an exception to the basic rule. The exception's key legal requirement to ensure the protections afforded by the statutorily-mandated

procedures is that the policy underlying the procedures is fulfilled. In *S. Tacoma Way, LLC* the policy was to protect the public from fraud or collusion in the sale of public property, ensuring the public received the fair market price. 169 Wn.2d at 124 (¶17), 128 (¶27). Similarly, in *Lane v. Port of Seattle*, 178 Wn. App. 110, 316 P.3d 1070 (2013), the Court of Appeals found that the underlying policy was to ensure careful consideration of a Port decision regarding rail facilities outside the Port's district. 178 Wn. App. at 125. Because the Port had carefully considered the decision, that it passed the procedurally-required resolution after entering into the transaction satisfied the policy allowing the Court to apply the exception.

But the exception cannot swallow the rule. Government entities must not be allowed to freely ignore the statutorily-mandated procedures.

a. *The trial court did not consider the underlying policy.*

In the case at bar, the Court in ruling on the District's motion for summary judgment completely ignored whether the policy behind the notice requirement was fulfilled notwithstanding

the failure to follow the statutorily-mandated procedure. No mention was made in the oral decision. CP 312-15. The District did not address this issue in its Reply Brief. CP 295-99.

Plaintiffs argued the

policy and purpose behind the 1979 amendment was to allow the residents to offer their concerns about the propriety and advisability of the sale before their representatives acted in place of the residents' vote. The representatives must consider the evidence offered by the residents in deciding whether to commit to selling the property, but the representatives can do so only if the decision to sell is after the hearing. And the representatives can admit all the evidence only if they notify those represented that the hearing will occur.

CP 261. The policy cannot be fulfilled if the District does not provide proper notice, because only those who somehow get actual notice will know to offer evidence at the hearing.

b. When the underlying policy is not fulfilled, the sale must be rejected.

An example where the failure to follow the statutorily-required procedure did not fulfil the underlying policy is *Noel v. Cole*, 98 Wn.2d 375, 655 P.2d 245 (1982)². The procedure which was not

² The underlying substantive question, whether a categorically exempt action which was a major action with a significant effect on the

followed was that under the State Environmental Policy Act. The procedure required the gathering of evidence for an Environmental Impact Statement, which was not done prior to the timber sale. The government lacked the evidence it should have had before making its decision. The policy underlying the Act was to "prevent action which is 'ill-considered.'" 98 Wn.2d at 380. Without the evidence to be gathered by the statutorily-mandated process, the government could not make a decision which might not be "ill-considered."

Because the underlying policy was not fulfilled, the Noel Court refused to condone the failure to follow the statutorily-mandated procedure.

c. The failure to follow the procedural requirements violated the underlying policy.

The policy and purpose behind the 1979 amendment was to allow the residents to offer their concerns about the propriety and advisability of the sale before their

environment required an EIS prior to the government sale, was reversed by statute. See *Dioxin/ Organochlorine Center v. Pollution Control Hearings Bd.*, 131 Wn.2d 345, 362, 932 P.2d 158 (1997).

representatives acted in place of the residents' vote. The representatives must consider the evidence offered by the residents in deciding whether to commit to selling the property, but the representatives can do so only if the decision to sell is after the hearing. And the representatives can admit all the evidence only if they notify those represented that the hearing will occur.

This did not happen. The District failed to comply with the policy underlying the statute.

d. Because this school district's failure to follow the procedural requirements violated the underlying policy, the sale must be rejected.

The failure to satisfy the underlying policy brings this case out from *S. Tacoma Way, LLC v. State of Washington, supra*, relied upon by the trial court. *S. Tacoma Way* relied on the error not contravening the underlying policy, which was to ensure a fair price for the sale. Here the issue is whether it was proper to sell in the first place. Because the error affected that decision, the District failed to comply with the statute's underlying policy.

Plaintiffs note that *S. Tacoma Way* actually

states that acts not done in compliance with the statute "may or may not be set aside depending on the circumstances involved." 169 Wn.2d at 123. The "may" applies the general rule, to set aside a transaction where the exception does not apply. The District must rely on the "may not" half of the phrase, which depends on the circumstances involved. Those circumstances revolve around the policy underlying the procedure. In *Noel* the action was contrary to the policy underlying the procedure, and therefore invalid. In *S. Tacoma Way* the action complied with policy, and therefore was upheld.

In *Lane v. Port of Seattle, supra*, the procedural violation also did not violate the policy underlying the procedural requirement. The statute required the Port to act by a formal resolution, which was "intended to ensure careful deliberation" about the decision. 178 Wn.App. at 124-25. The Port had deliberated for several years before reaching its decision, which the Court of Appeals concluded fulfilled the statutory purpose. 178 Wn.App. at 125. This, as in *S. Tacoma Way*, distinguishes the case at bar.

Lane would be more on point had the Port

entered into the contract before it had deliberated for several years, but under those facts the decision would have been different. Had the procedural requirement been to provide public notice (rather than act by resolution), but the Port met in executive session to reach its decision, the facts might be more similar to the Renton School District's facts, but again, the decision would have been different.

The basic rule is that a contract which is "contrary to the terms and policy of an express legislative enactment is illegal and unenforcible." *Hederman v. George*, 35 Wn.2d 357, 362, 212 P.2d 841 (1949); see also *Noel v. Cole*, *supra*. The District has entered into a contract contrary both to the express terms of the 1979 legislative amendment, and to the policy behind that amendment.

e. *Whether an act is ultra vires is not determinative.*

Government actions may be declared invalid, even if they are not truly *ultra vires* in the sense they are void *ab initio*. To be sustained, though, such an action must not violate the policy underlying procedural requirements.

After finding that the State was generally authorized to sell surplus property, and the act therefore was not absolutely *ultra vires*, *S. Tacoma Way LLC* still considered whether an act that violated the terms and policy of the law could be set aside. 169 Wn.2d at 125, n.4 (¶20). If the only basis to invalidate the sale was for *ultra vires* acts, there would have been no need for this analysis. The Supreme Court distinguished *Noel, supra*, precisely because the differences concerning whether the underlying policy was violated. *Id.* at 126.

The focus on whether the District's action may be labeled *ultra vires* is something of a red herring. The question usually arises in subsequent lawsuits, for damages, based on a government action which otherwise has been determined unlawful. The term itself is somewhat imprecise, where one court:

distinguished between those acts which are absolutely *ultra vires* because the subject matter is wholly beyond the scope of the municipal corporation's powers and those acts which might be considered in some sense *ultra vires*, as where the government entity has jurisdiction of the subject matter but in the execution of this authority acts in violation of a statute or the rights of others.

Haslund v. City of Seattle, 86 Wn.2d 607, 622, 549 P.2d 1221 (1976). *Noel v. Cole*, *supra*, noted there was "no question that DNR has general authority to sell timber" on trust land. 98 Wn.2d at 380. As such, its authority to sell was not absolutely *ultra vires*. Nevertheless failing to follow the procedures required to gather evidence relevant to the decision resulted in the decision being considered *ultra vires*. 98 Wn.2d at 379-81. Because the sale was *ultra vires*, the purchaser could not recover breach of contract damages from the government, and the Court reversed a million dollar judgment against the government. The issue may also arise where one party wants to be in a position as if its actions had never occurred, as in *Haslund*, where the government was attempting to argue that the acts of its own employees were *ultra vires*, so that it could avoid liability for those acts.

The issue arose in *S. Tacoma Way, LLC*, *supra*, because the property owner seeking to set aside the completed sale of public property needed to prevent the application of the equitable *bona fide* purchaser doctrine. The government had already signed the deed, conveying title. The deed

recipient argued that it was a good faith purchaser for value. The Court held that the *bona fide* purchaser doctrine applies only where the government action is not "absolutely *ultra vires* or where the procedural irregularity undermines the policy behind the statutory procedure." 169 Wn.2d at 128, n.5.

But these considerations are not present. The District had not yet signed the deed, as it pointed out relentlessly. This is not an action for damages, nor has any equitable defense been offered.

Defendant argued the failure to follow procedural requirements does not render the contract unenforceable unless the statute "expressly" provides otherwise. CP 242. But *S. Tacoma Way* does not state that a statute must "expressly" provide that failure to follow the procedure renders an act *ultra vires*.³ Plaintiffs argue that this proposed sale is in fact *ultra vires*, because the District is generally authorized to sell property worth less than

³ Nor does *Finch v. Mathews*, 74 Wn.2d 161, 172, 443 P.2d 833 (1968), which was considering the application of equitable estoppel in an action between the two parties to an agreement.

seventy thousand dollars, whereas this sale is for more than ten million dollars. Such a sale is authorized only pursuant to RCW 28A.335.120(2), which contains the public notice and hearing requirement.

That this sale is *ultra vires* is in accord with the policy in this type of case. The purchaser is well aware of the litigation, both this and another instituted by the Renton School District itself. See CP 272. The purchaser will not be surprised by any invalidation, perhaps years later.⁴ Cf. *S. Tacoma Way*, 169 Wn.2d at 124.

Plaintiffs are entitled to declaratory judgment even if the acts of the District are not absolutely *ultra vires*. In *Haslund* the building permits were set aside, even though the acts were not *ultra vires*. *Noel* reached the same result, based solely on the procedural irregularity, even though the State unquestionably had the general authority to enter into the transaction.

The basic rule - governments must comply with statutorily-mandated procedures before entering

⁴ The purchaser will not be able to assert the bona fide purchaser doctrine, either. It is aware of the procedural flaws, and it has no deed, either. *S. Tacoma Way*, 169 Wn.2d at 127-29.

into a contract - applies because the Renton School District contravened the policy underlying the required procedure, proceeding without giving notice so its citizens could provide evidence as to the propriety and advisability of the sale.

4. The Plaintiffs have standing.

The trial court twice refused the school district's request to dismiss this matter for lack of standing. Although the district did not cross-appeal, Plaintiffs will briefly discuss this issue.

a. Robin Jones has standing.

In the context of the claims asserted, the Supreme Court has formulated the test for standing as

"whether the interest sought to be protected is " 'arguably within the zone of interests to be protected or regulated by the statute or constitutional guarantee in question.' " *Save a Valuable Env't v. City of Bothell*, 89 Wash.2d 862, 866, 576 P.2d 401 (1978) (quoting *Ass'n of Data Processing Serv. Orgs., Inc. v. Camp*, 397 U.S. 150, 152-53, 90 S.Ct. 827, 25 L.Ed.2d 184 (1970)). The second part of the test considers whether the challenged action has caused " 'injury in fact,' " economic or otherwise, to the party seeking standing. *Id.* at 866, 576 P.2d 401."

Grant County Fire Protection District No. 5 v. City of Moses Lake, 150 Wash.2d 791, 802, 83 P.3d

419 (2004).

"Where a controversy is of serious public importance the requirements for standing are applied more liberally." *City of Seattle v. State*, 103 Wash.2d 663, 668, 694 P.2d 641 (1985).

Robin Jones seeks to protect the public ownership of the land the District seeks to sell. The statute regulates the process by which the District may substitute itself for the voters in deciding whether to sell the land. Jones's interest clearly is within the "zone of interests" of the statute.

The challenged act does cause injury in fact to Robin Jones. The District admits he lives immediately adjacent to the property to be sold. The challenged act is the sale of the property, taking public property away from Robin Jones and his neighbors, and putting it in private ownership for others who have no reason to consider Robin Jones's interests or anyone else's. The removal of the site for a school for his children, and placement of one hundred homes next door, certainly will cause injury to Jones.

There are other formulations of the standing test. For example, to have standing, a plaintiff

must "have some protectable interest that has been invaded or is about to be invaded." *Orion Corp. v. State*, 103 Wash.2d 441, 455, 693 P.2d 1369 (1985). Or, a claimant must establish that injury has occurred to a legally protected right. *Sprague v. Sysco Corp.*, 97 Wn. App. 169, 176 n.2, 982 P.2d 1202 (1999). A party has standing to raise an issue if that party " 'has a distinct and personal interest in the outcome of the case.' " *Timberlane Homeowners Ass'n, Inc. v. Brame*, 79 Wn. App. 303, 307, 901 P.2d 1074 (1995) (quoting *Erection Co. v. Dep't of Labor & Indus.*, 65 Wn. App. 461, 467, 828 P.2d 657 (1992)).

Grant County, supra, explains that the purpose of the common law doctrine of standing is to prohibit a litigant from raising another's legal right. 150 Wash.2d at 802. The focus in all of these formulations is on the act of the Renton School District in selling the property. This is the act that will harm Robin Jones. This act implicates the interest that affects Robin Jones. It is the interest the statute is designed to protect. Robin Jones has a distinct and personal interest in whether the District can sell the property. Robin Jones is not raising anyone

else's right, because he will be harmed by the sale of the property next door.

b. Rosemary Quesenberry has standing.

Rosemary Quesenberry also lives next to the property to be sold. CP 232. For the same reasons as Robin Jones, she has standing.

In addition, she did not get notice of the first hearing and did not get to testify as the hearing. CP 232-33. To the extent that "damage" means the lack of an opportunity to testify, she meets that test as well.

D. Conclusion.

The Renton School District #402 did not follow the procedures required by the statute that authorized its school board to sell public property. The District failed to provide the required notice to the District's residents before holding a public hearing at which the Board was to admit evidence for and against the propriety and advisability of a proposed sale. Nevertheless, the Board decided to sell the public property. The procedural failure violated the underlying policy of the statute.

The trial court erred because it did not consider whether the District's failure violated

the underlying policy. This Court should reverse and remand for further proceedings.

DATED: October 11, 2015.

LAW OFFICES OF ERIC R. STAHLFELD

A handwritten signature in cursive script, appearing to read "Eric R. Stahlfeld".

ERIC R. STAHLFELD, WSBA #22002

NO. 73738-4-I

IN THE COURT OF APPEALS
FOR THE STATE OF WASHINGTON
DIVISION 1

ROBIN JONES and ROSEMARY QUESENBERRY,
Petitioners/Plaintiffs,

vs.

THE RENTON SCHOOL DISTRICT #403,
Respondent/Defendant.

DECLARATION OF SERVICE

Eric R. Stahlfeld, WSBA #22002
145 S.W. 155TH Street, Ste 101
Seattle, WA 98166

(206) 248-8016

Attorney for Petitioners

2016 OCT 17 PM 2:49
STATE OF WASHINGTON
SUPERIOR COURT
CLERK

I, ERIC R. STAHLFELD, hereby certify and declare under penalty of perjury under the law of the State of Washington:

1. I am the attorney of record for Petitioners/Plaintiffs herein, over the age of twenty-one years, not a party to this action, and competent to be a witness herein;
2. I caused to be filed and delivered by ABC Legal Messengers, Inc., a true and correct copy of Petitioners' Opening Brief and this Declaration of Service on The Renton School District #403 by delivering same to its attorneys on or before October 12, 2015:

Donna Lee Barnett
Kristine Rayann Wilson
Perkins Coie, LLP
10885 NE 4th St., Ste 700
Bellevue, WA 98004-5579
(425) 635-1400

DATED: October 11, 2015.



ERIC R. STAHLFELD, WSBA #22002