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SUPERIOR COURT
STATE OF WASHINGTON

No. 73558-6-I

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I

(King County Superior Court #14-2-25112-2 SEA)

POTALA VILLAGE KIRKLAND, LLC, and LOBSANG
DARGEY and TAMARA AGASSI DARGEY,

Appellants,

vs.

CITY OF KIRKLAND,

Respondent.

APPELLANT'S REPLY BRIEF

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I. INTRODUCTION

Timing is everything with respect to this case. The City failed to stay the Superior Court order pending appeal. As a result, Potala Village had the right, as acknowledged by the City, to submit a building permit application. Once Potala Village submitted the building permit (“Building Permit”) application and it vested, the City had an absolute ministerial duty to process that permit in accordance with the law in effect when that application vested. The City’s building official was required to issue the building permit as a matter of right and the City had no discretion to withhold that permit notwithstanding any changes to the law, irrespective of whether that change was legislative or judicial.

II. ARGUMENT IN REPLY

A. **The City’s Failure to Stay the Proceedings is Fatal to the City’s Legal Position.**

The City is correct in its assertion that RAP 8.1 is permissive rather than mandatory. If a party chooses not avail itself of a stay, the ruling of the lower court remains in effect. If not, the parties proceed as though the lower court decision is the final ruling while any appeal is pending. Had the City wished not to process and issue the Building Permit to Potala Village, it was required to stay the Superior Court order or appeal the Determination of Completeness under LUPA. Because it did neither, the City was bound by its duty to let Potala Village vest a building

permit application under RCW 19.27.095. Once that Building Permit application vested, the City was then legally bound to review and approve the Building Permit based on the final and binding Determination of Completeness, and to issue the Building Permit without the Revision Condition.¹

The City argues that it was not required to seek the stay because the developer assumes the risk of proceeding with development during litigation, regardless of whether the City files a stay. This is a misreading of RAP 8.1 as well as the case law cited by the City. RAP 8.1 provides a non-prevailing party the right to stay proceedings pending an appeal. RAP 8.1 does not distinguish between developers or municipalities, or any other type of litigant. *Kelly* and the treatise cited therein² dealt only with the situation in which the developer was not the prevailing party. Such law cannot be twisted into a premise that developers are the only parties at risk if they chose not to obtain a stay pending appeal.

Potala Village does recognize that, as a practical matter, there was a window of risk between the time the Superior Court rendered its decision and the time when Potala Village vested its Building Permit application. At any point during that time, the City could have requested a

¹*State ex rel. Craven v. City of Tacoma*, 63 Wn.2d 23, 27, 385 P.2d 372 (1963).

²*Kelly v. County of Chelan*, 167 Wn.2d 867, 224 P.3d 769; Richard L. Settle, *Washington Land Use and Environmental Law and Practice*, sec. 8.7(a), at 252 (1983).

stay of the Superior Court's decision. The City's unilateral decision not to act is now fatal to its legal position in this appeal: *the City allowed Potala Village to vest its Building Permit application*. Once all ministerial requirements under the Building Permit application were met, the window of risk closed and Potala Village gained the legal right to issuance of the Building Permit.³

The City's review of the Building Permit application may *only* take into account the zoning that was in place at the time the Building Permit application vested:

A valid and fully complete building permit application . . . that is permitted under the zoning or other land use control ordinances in effect on the date of the application *shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application*.⁴

The statute is unequivocal. Subsequent changes, whether by legislative, quasi-judicial or judicial action, cannot change the statutory right given to Potala Village under RCW 19.27.095.

The vested rights doctrine **guarantees** the applicant the right to have the project reviewed under the laws and regulations **in effect at the time of the application**.⁵

³Craven, 63 Wn.2d at 27-28.

⁴RCW 19.27.095 (emphasis added).

⁵Deer Creek Developers, LLC v. Spokane County, 157 Wn. App. 1, 10, 236 P.3d 906, 909 (2010) citing West Main Assocs. v. City of Bellevue, 106 Wn.2d 47, 53, 720 P.2d 782 (1986) (emphasis added).

Potala Village prevailed at the trial court. Thus, the onus was on the City – the nonprevailing party – to stay the proceedings if it wished to maintain the status quo and preclude Potala Village from proceeding with the development. It chose not to stay the proceedings. Potala Village was therefore able to submit its Building Permit application.

In *Kelly*, unlike the case at hand, the developer was the nonprevailing party. The issue before the *Kelly* court was whether the stay provisions of LUPA required a developer to seek a stay to preserve its rights on appeal, after a trial court *revokes a permit* previously granted to the developer by a hearing examiner.⁶

In the case at hand, the City was the nonprevailing party with the option to seek a stay. The City did not avail itself of this option. Therefore, the City was under an order from the Superior Court to accept and process Potala Village's Building Permit application. Pursuant to *Kelly*, the only way the City could avoid the zoning as ordered by the Superior Court was by seeking a stay of that Superior Court order.⁷

Because the City did not stay the trial court's order to the City to accept and process Potala Village's Permit application, Potala Village had the legal right to proceed with the application based on the superior court's

⁶*Kelly v. County of Chelan*, 167 Wn.2d at 870.

⁷*Id.* at 871, citing *Pinecrest Homeowners Association v. Cloninger & Assoc.*, 151 Wn.2d 279, 287-288, 87 P.3d 1176 (2004).

ruling, and, because no stay was filed, the trial court's decision was effective pending review. As the *Kelly* court held, "If no stay is filed, the decision being appealed is effective pending review."⁸ Pursuant to *Kelly*, the only way the City could avoid the zoning as ordered by the Superior Court was by seeking a stay of that Superior Court order. If a party does not request a stay, the trial court decision remains in effect and valid, and may be enforced irrespective of any appeal.⁹

By requiring a party to file for a stay should it wish to preserve the status quo, RAP 8.1 forces that party to assess the situation and make a determination as to whether it is prudent to obtain a stay. That party is then bound by that decision. By applying for a stay, a party also signals its intent and the other party has the opportunity to object to terms of the stay and assess its respective risks.¹⁰ Conversely, if a party does not request a stay, the trial court decision remains in effect and valid, and may be enforced irrespective of any appeal.¹¹

The City argues that although municipalities have the luxury of not having to post bond, there are other situations where municipalities may or

⁸*Id.*

⁹*Spahi v. Hughes-Nw., Inc.* 107 Wn. App. 763, 27 P.3d 1233 (2001), *modified*, 33 P.3d 84 (2001).

¹⁰*Interstate Prod. Credit Ass'n v. MacHugh*, 90 Wn. App. 650, 655, 953 P.2d 812 (1998).

¹¹*Spahi*, 107 Wn. App. 769-70.

may not seek a stay “given the potential exposure to damages they face.”¹² This assessment of potential risk is not unique to municipalities; it applies to all litigants. That is precisely why RAP 8.1 is permissive, not mandatory; it allows a party to assess its risk, and should that party determine that it is in its best interests to hold the status quo, to preserve that status quo by filing supersedeas. That in turn enables the other party (generally the prevailing party) to act accordingly.

Had the City applied for a stay, it could have alleviated the risk it was subject to, as the non-prevailing party. The City now wishes to belatedly achieve the same result as a stay and deny Potala Village the opportunity to make an informed decision. But because the City failed to seek a stay, RCW 19.27.095 eliminated any risk that Potala Village might otherwise have been subject to during the pendency of the City’s appeal once Potala Village submitted that complete Building Permit application.

B. Because the City did not Stay the Trial Court’s Order, it Must Issue the Building Permit.

If the Court agrees now with the City’s position, the City would have perfected a ‘Catch-22 gotcha’ game. Potala Village did precisely what the City averred in *Potala Village I*: Potala Village had to vest a building permit application to freeze the zoning and land use regulations.

¹²Respondent’s Response Brief, p. 30.

Now the City does not like the resulting vesting for its parochial, political reasons, and wishes to find a way to avoid its very own earlier legal position.

While the City devotes the majority of its brief to protesting whether it was required to file a stay to preserve the status quo, it avoids the ramifications of its decision: namely, that it was required to process Potala Village's Building Permit application under the laws in effect at the time the application was filed and deemed complete.

The City readily admits that "the trial court ... ordered the City to accept and process a building permit application for Potala Village under the land use laws and zoning codes that were in effect in 2011 ..."¹³ As such, the City clearly understands that this order was the law in effect at the time Potala Village submitted its application.

As *Pinecrest* held, an appellant's failure to obtain a stay allows the processing of a permit to go forward.¹⁴ Here, the City's decision to not file a stay meant that it must follow the trial court's order and accept and process Potala Village's Building Permit application under the zoning and land use regulations in effect on the date of the shoreline substantial development permit ("SSDP") application.

¹³Respondent's Response Brief, p. 6.

¹⁴*Pinecrest Homeowners Association*, 151 Wn.2d at 287-288.

In *Potala Village I*, the City argued emphatically that Potala Village had to file a building permit application to vest, and conceded repeatedly that any building permit application would vest under RCW 19.27.095:

It makes perfect legal sense to restrict the vested rights doctrine to the filing of a building permit, because the building permit is the permit that triggers review of the entire zoning and building codes for a project.¹⁵

Potala Village did just that: it filed a Building Permit application while *Potala Village I* was on appeal. Potala Village's application was deemed complete by the City and vested on July 18, 2013. Pursuant to the vesting statute, RCW 19.27.095, the City was *required* to process Potala Village's Building Permit under the zoning and building regulations in effect on that day.

A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application.¹⁶

¹⁵CP 97, Kolouskova Declaration, Ex. B, p. 8.

¹⁶RCW 19.27.095.

Any subsequent changes to the law are irrelevant; RCW 19.27.095 freezes the law to a single point in time for purposes of reviewing the proposed development.¹⁷

From that point on, the City's review is purely ministerial and the applicant has a legal right to pick up the Building Permit once the City completes its ministerial review.¹⁸ Ministerial review involves no discretion. An act is ministerial "Where the law prescribes and defines the duty to be performed with such precision and certainty as to leave nothing to the exercise of discretion or judgment."¹⁹

Once the City's building official determined that the Project complied with the laws as of the Effective Date, he was required to issue the Building Permit:

A building or use permit **must issue as a matter of right** upon compliance with the ordinance. Once the application for a building permit and the plans and specifications filed with it show that the proposed building will conform to the zoning regulations and meet the structural requirements of the building code of the city, the permit shall issue as a matter of right, and the ordinances **vest no discretion** in the building department of the city to refuse either the application for or to deny the issuance of the building permit.²⁰

¹⁷*Friends of the Law v. King County*, 123 Wash. 2d 518, 522, 869 P.2d 1056 (1994); *Abbey Road Group*, 167 Wash. 2d at 250, citing *Hull v. Hunt*, 53 Wash. 2d 125, 130, 331 P.2d 856 (1958).

¹⁸*Craven*, 63 Wn.2d at 27.

¹⁹*State ex rel. Clark v. Seattle*, 137 Wash. 455, 461, 242 P. 966 (1926); *Burg v. City of Seattle*, 32 Wn. App. 286, 290-91, 647 P.2d 517 (1982).

²⁰*Craven*, 63 Wn.2d at 27- 28 (internal citations omitted, emphasis added).

As was the case in *Gold*, the City failed to stay a permit that had been deemed valid, allowing Potala Village to move forward with the permit. Once vested, the City could not lawfully prevent Potala Village from picking up the Building Permit once the City's ministerial review was complete, add conditions imposing laws other than those in effect on the Effective Date, retract its Determination of Completeness, or issue a new Determination of Incompleteness. Even though the Court of Appeals ultimately reversed the Superior Court decision, nothing about that Court of Appeals decision addressed or retroactively changed the vesting date of Potala Village's Building Permit application. As the Court of Appeals recognized in *Potala Village I*:

“Washington’s vested rights doctrine strongly protects the right to develop property.’ This doctrine uses a “date certain” standard. “Under the date certain standard, developers are *entitled* ‘to have a land development proposal processed under the regulations *in effect at the time a complete building permit application is filed*, regardless of subsequent changes in zoning or other land use regulations.’”²¹

Without lawful excuse, the City violated the mandate of RCW 19.27.095 that Potala Village's Building Permit application be considered under the zoning and laws in effect at the time of application, i.e. as the law stood with the Superior Court order in effect.

²¹ *Potala Village*, 183 Wn. App. 191, 197, citing *Town of Woodway*, 180 Wash. 2d 165, 172 (emphasis added).

The City provides no answer to the ramifications of its argument. The building permit is an ongoing permit that authorizes construction activity for up to two years into the future.²² What if the City had issued the Building Permit, but Potala Village had not yet started construction; would the City be allowed to revoke the Building Permit even six months later? This is a very real possibility; for example if a building permit is issued during the wet weather season (October 1 – April 1), construction is not allowed until later in the year, during the construction ‘dry season.’²³

What if Potala Village had begun construction and the building foundation was installed? What if Potala Village was well under way with construction by the time the Court of Appeals issued its decision - would the City have stopped construction on the building and revoked the Building Permit? According to the City’s Condition, that is exactly what the City would have attempted to do.

What if the Court of Appeals had upheld the Superior Court and the Supreme Court accepted review? By the time the Supreme Court would have rendered a decision, it is fair to anticipate the building would have been constructed and occupied. What would be the City’s position then?

²²Kirkland Municipal Code 21.06.255(a).

²³Kirkland Municipal Code 29.24.010(i).

This entire line of discussion underlies why the legislature adopted RCW 19.27.095 – to preclude these very scenarios from occurring. There must be a point in time where a land development project has predictability. RCW 19.27.095 expressly answers that question: at the time of building permit vesting.

C. The City Fails to Prove its Collateral Estoppel, Res Judicata and Waiver Arguments.

The City argues that Potala Village’s claims in this case amount to a re-litigation of *Potala Village I* and are therefore barred by collateral estoppel, res judicata, or waiver and estoppel. However, the City itself conceded in its brief that “Potala Village does not attempt to re-litigate the vested rights issue here.”²⁴ Ironically, Potala Village’s position in this case is based on, and substantively mirrors *the City’s* position in *Potala Village I*: that the only way to vest, i.e. freeze the zoning, was to file a complete building permit application.

1. There is no Identity of Cases to Support Collateral Estoppel and Res Judicata.

The City argues that the Supreme Court’s decision in *Potala Village I* collaterally estops the current action. The City has the burden of proving:

- (1) that the issue decided in the prior action was identical to the issue presented in the second action; (2) that the prior action ended

²⁴Respondent’s Response Brief, p. 16.

in a final judgment on the merits; (3) that the party to be estopped was a party or in privity with a party in the prior action; and (4) that application of the doctrine would not work an injustice.²⁵

The City must prove all four requirements to prevail on its claim of collateral estoppel.²⁶ The City cannot prove either the first requirement of collateral estoppel (identity of issues) or the fourth requirement (injustice).

The City claims that the adjudication in *Potala Village I* is identical with that in the present case because the issue in both cases is “What is the vesting date for Potala Village’s building permit?”²⁷ That is simply not true. The question in *Potala Village I* was whether Potala Village’s project vested when it submitted its complete SSDP application. The City argued in that case that the SSDP application was not covered by the common law vested rights doctrine.

Nor is the question in the instant case whether or when Potala Village vested a building permit application. The parties agree that Potala Village’s Building Permit vested: the City recognizes Potala Village’s Building Permit vested on July 18, 2013. As the City itself states:

Potala Village did file a building permit application in the summer of 2013; and his application is vested in the zoning codes or other land use control ordinances in effect at that time.²⁸

²⁵*State v. Vasquez*, 148 Wn.2d 303, 308, 59 P.3d 648, 649 (2002).

²⁶*Id.*

²⁷Respondent’s Response Brief, p. 34.

²⁸Respondent’s Response Brief, p. 1.

Pursuant to RCW 19.27.095, Potala Village's Building Permit application vested when the City deemed the application complete.

Rather, the question in the current case is whether, once that Building Permit vested under RCW 19.27.095, the City was legally bound to issue the Building Permit when the City recognized the application met all ministerial criteria for approval and issuance. This is a completely different question from whether a SSDP application is covered by the common law vested rights doctrine. The City has failed to prove even the first requirement of its collateral estoppel argument.

The City's res judicata claim fails for similar reasons. While res judicata generally refers to claim preclusion and collateral estoppel generally applies to issue preclusion,²⁹ both collateral estoppel and res judicata³⁰ require a finding of identity of cases. Courts use the following criteria to determine whether causes of action are identical:

whether (1) prosecuting the second action would destroy rights or interests established in the first judgment, (2) the evidence presented in the two actions is substantially the same, (3) the two

²⁹Philip A. Trautman, *Claim and Issue Preclusion in Civil Litigation in Washington*, 60 *Wash. L. Rev.* 805, 829 (1985).

³⁰The City barely addresses res judicata in its brief, dedicating a mere 2 paragraphs to its assertions. The City does not even cite the criteria for res judicata. For the court's reference, the doctrine requires identity between a prior judgment and a subsequent action as to (1) persons and parties, (2) cause of action, (3) subject matter, and (4) the quality of persons for or against whom the claim is made. *Pederson v. Potter*, 103 Wn. App. 62, 67, 11 P.3d 833, 835 (2000).

actions involve infringement of the same right, and (4) the two actions arise out of the same transactional nucleus of facts.³¹

The issues in the case at hand arose out of transactions that occurred *after* the set of facts and circumstances that were involved in the first case. Thus, the second action *could not* have destroyed the interests established in *Potala Village I*. Moreover, the evidence in the two cases is not, and *could not be*, substantially the same. The first case involved whether the Potala Village's rights vested upon filing of a SSDP, while the current case is a question of whether the completed Building Permit application mandated an issuance of a Building Permit. Thus, the two cases involved infringement of two separate and distinct rights.

Because there is no identity of issues or causes of action between the two cases, the City's collateral estoppel and res judicata arguments both fail.

2. Potala Village did not Assert Waiver and Estoppel Claims, Negating Support of the City's Collateral Estoppel Argument.

The City seeks to meet the fourth requirement of its collateral estoppel claim – that collateral estoppel will not work an injustice on Potala Village – by claiming that Potala Village somehow raised estoppel and waiver arguments. Potala Village is quite capable of putting forward its own legal theories, and these were not among them. The City asserts

³¹Id.

that Potala Village claims the City had a duty to advise Potala Village that it was proceeding with development at its own risk.³² Potala Village makes no such claim; in fact, as discussed fully above, the risk was actually on the City because it failed to file a stay to maintain the status quo of the law. Therefore, both the City's collateral estoppel and waiver and estoppel arguments fail.

D. The City's Claim that Potala Village is not Entitled to a Writ of Mandamus or Certiorari, or Declaratory Judgment Lacks Merit.

1. Potala Village is Entitled to a Writ of Mandamus.

Potala Village has met its burden to obtain a writ of mandamus. As noted in its Opening Brief, the issuance of a building permit is a ministerial act for which issuance of a writ of mandamus is proper.³³ When a city refuses to act on an application based on a dispute over vested rights, courts have used writs of mandamus to require action.³⁴

Contrary to the City's claims, the work proposed in Potala Village's Building Permit conformed to the land use codes, rules and regulations when it vested. As a result, as noted above, the City had an

³²Respondent's Response Brief, p. 38-39.

³³*Craven*, 63 Wash. 2d at 27.

³⁴*WCHS v. City of Lynnwood*, 120 Wn. App. 668, 86 P.3d 1169 (2004); *Norco Constr.*, 97 Wash. 2d 680; *Teed*, 36 Wn. App. at 643; *City of Federal Way v. King County*, 62 Wn. App. 530, 534, 815 P.2d 790, 793 (1991).

absolute ministerial duty to issue the Building Permit. Therefore, Potala Village is entitled to a writ of mandamus.

2. Potala Village is Entitled to a Declaratory Judgment.

Declaratory judgment is equally appropriate because this case presents a significant present dispute between the parties. A declaratory judgment is appropriate where there is an actual, present and existing dispute between parties.³⁵ Declaratory judgment is an appropriate vehicle for this Court to determine the manner in which the vested rights doctrine applies to Potala Village's pending land development. The City fails to acknowledge its obligation to issue the Building Permit in accordance with the application's vesting. Until the City issues the Building Permit, Potala Village has a valid dispute. Therefore, Potala Village is entitled to a declaratory judgment.

3. Potala Village is Entitled to a Writ of Certiorari.

Finally, with respect to a writ of certiorari, as discussed herein, the City *was* obligated to obtain a stay if the City's wished to prevent Potala Village from vesting a Building Permit application, and to have a legal excuse for refusing to issue the consequent Building Permit. Therefore, Potala Village is entitled to a writ of certiorari.

³⁵*Burman v. State*, 50 Wn. App. 433, 439, 749 P.2d 708 (1988).

E. The City's Prayer for Attorneys' Fees Should be Denied Because it is Based on the Statute Allowing an Award of Attorneys' Fees for Challenges to Land Use Decisions, which the City Denies Exists.

The City has requested an award of attorneys' fees pursuant to RCW 4.84.370(2) in the event they prevail. RCW 4.84.370(2) allows an award of attorneys' fees to a city that prevails on an appeal of its land use decision. However, the City has argued vociferously that this is *not a land use action*.

The City's compliance with the decision in Potala Village I does not result in any new 'land use decision' under LUPA.³⁶

[U]pon remand the City applied this Court's holding to Potala Village's building permit application. This did not result in a new land use decision (or decisions) under LUPA.³⁷

Potala Village lists several actions the City took to implement this Court's decision. . . none of which are land use decisions subject to LUPA.³⁸

The City now argues that this Court should award it attorneys' fees for prevailing on a land use decision. This is yet another example of the City wanting to have it both ways: to prevail on their argument that this case should be dismissed because there was no land use decision involved, and to recoup their attorneys' fees for prevailing on a challenge to the

³⁶Respondent's Response Brief, p. 12.

³⁷*Id.*

³⁸Respondent's Response Brief, Fn 7.

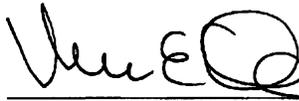
City's land use decision. The Court should deny the City's request for attorneys' fees.

III. CONCLUSION

Based on the foregoing, Potala Village respectfully requests this Court to reverse the trial court's decision on summary judgment and to declare that the City must, or issue a writ ordering the City to, issue and allow Potala Village to pick up Building Permit No. BMU 13-03290 as it was ready for pick up on or about July 31, 2015, and without the Revision Condition.

DATED this 18th day of December, 2015.

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Lobsang Dargey and Tamara Agassi
Dargey

2015 DEC 18 PM 3:30
STATE OF WASHINGTON
COUNTY OF KING

No. 73558-6-I

**IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION I**

(King County Superior Court #14-2-25112-2 SEA)

**POTALA VILLAGE KIRKLAND, LLC, and LOBSANG
DARGEY and TAMARA AGASSI DARGEY,**

Appellants,

vs.

CITY OF KIRKLAND,

Respondent.

AFFIDAVIT OF SERVICE

Atty: Duana T. Koloušková, WSBA#27532
Atty: Vicki E. Orrico, WSBA #16849
JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
11201 SE 8th St., Suite 120
Bellevue, WA 98004
T: 425-451-2812 / F: 425-451-2818

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

Evanna L. Charlot, being first duly sworn on oath, deposes and says:

1. I am a citizen of the United States, over the age of 18 years of age, and am competent to testify to the facts herein.

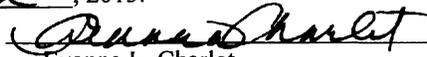
2. On December 18, 2015, I caused to be served a true and correct copy of: APPELLANT'S REPLY BRIEF upon counsel of record for Defendant/Respondent City of Kirkland as follows:

Stephanie E. Croll
STEPHANIE CROLL LAW
23916 SE 46th Place
Issaquah, WA 98029
Attorneys for Deft./Resp. City of Kirkland
stephanicrolllaw@outlook.com
Via Email, per agreement of counsel
and Legal Messenger Delivery

Robin S. Jenkinson, City Attorney
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Kirkland, WA 98033
Attorneys for Deft./Resp. City of Kirkland
rjenkinson@kirklandwa.gov
Via Email, per agreement of counsel
and Legal Messenger Delivery

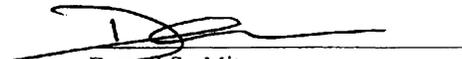
Pursuant to RCW 9A.72.085, I certify under penalty of perjury under the laws of the State of Washington that the foregoing statement is true and correct.

Dated this 18th day of Dec, 2015.


Evanna L. Charlot

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

SIGNED AND SWORN to (or affirmed) before me on 12-13-15 by
Evanna L. Charlot


Darrell S. Mitsunaga
Notary Public residing in Sammamish, WA.
My appointment expires 1-23-17

