

DISTRICT COURT, LARIMER COUNTY, COLORADO Larimer County Justice Center 201 La Porte Avenue Suite 100 Fort Collins, CO 80521 970-494-3500	DATE FILED: June 6, 2017 4:58 PM FILING ID: 37341356DE141 CASE NUMBER: 2016CV31096 <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff: CITY OF FORT COLLINS, a Colorado municipal corporation; and Poudre Fire Authority, a Colorado public entity,</p> <p>v.</p> <p>Defendant: KEITH GILMARTIN, an individual.</p>	
Kelley B. Duke, #35168 Benjamin J. Larson, #42540 IRELAND STAPLETON PRYOR & PASCOE, PC 717 17 th St., Suite 2800 Denver, Colorado 80202 Telephone: (303) 623-2700 Fax No.: (303) 623-2062 E-mail: kduke@irelandstapleton.com blarson@irelandstapleton.com SPECIAL COUNSEL FOR THE CITY OF FORT COLLINS; ATTORNEYS FOR Poudre Fire Authority	Case No.: 16CV31096 Div.: Ctrm: 3C
<p>MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION</p>	

Plaintiffs the City of Fort Collins, a Colorado municipal corporation (the "City"), and the Poudre Fire Authority, a Colorado public entity (the "Authority", collectively, "Plaintiffs") by and through their undersigned counsel, IRELAND STAPLETON PRYOR & PASCOE, PC, respectfully move this Court for entry of a temporary restraining order and a preliminary injunction against Defendant Keith Gilmartin stating as follows:

CERTIFICATE OF COMPLIANCE WITH C.R.C.P. 121 § 1-15(8)

Pursuant to C.R.C.P. 121 § 1-15(8), undersigned counsel certifies that Mr. Larson attempted to confer with Mr. Gilmartin by leaving a voicemail message and sending him an email regarding this Motion on Monday, June 5, 2017. At the time of filing of this Motion, Mr. Gilmartin had not responded. On June 2, 2017, Mr. Gilmartin was also sent the Notice of Hearing Regarding Entry of Temporary Restraining Order, giving him notice of the hearing at 9 a.m., June 8, 2017. *See* Certificate of Mailing, Filing ID 540C8C9CCD1AD.

INTRODUCTION

In 1991, the City paid Mr. Gilmartin and his parents \$4,669.00 for a public easement across the Gilmartins' property. From when the Easement was granted in 1991 through approximately 2010, Plaintiffs enjoyed use of the Easement without interference by Mr. Gilmartin or his parents. However, beginning in approximately 2010, Mr. Gilmartin has substantially interfered with Plaintiffs' peaceful use and enjoyment of the Easement.

As detailed below, Mr. Gilmartin has jumped out in front of moving vehicles, screamed at persons coming to and from the Authority's Training Center, unlawfully entered vehicles parked on the Easement, placed physical obstructions in the Easement, harassed and made physical threats to people using the Easement, used his own vehicle to intimidate people using the Easement, blocked access to the Easement, and unlawfully placed signage restricting use of the Easement, among other threatening and hostile behavior. Plaintiffs have involved law enforcement authorities on several occasions, but Mr. Gilmartin's behavior has continued.

Plaintiffs hoped the filing of this lawsuit would curtail Mr. Gilmartin's behavior until such time as the Court could rule on the parties' respective rights and obligations under the Easement. Unfortunately, it has not. On May 30, 2017, Mr. Gilmartin again jumped out in front of the moving vehicle of a firefighter trying to access the Training Center. The firefighter was forced to swerve and brake sharply in order to avoid hitting Mr. Gilmartin. The Authority's personnel do not feel safe coming and going from the Training Center, which must be accessed by the Easement. The Authority is hosting a family night at the Training Center on Friday, June 9, 2017, and is planning to hire armed guards to ensure the safety of the attendees. Plaintiffs respectfully ask this Court to enter a temporary restraining order and preliminary injunction enjoining Mr. Gilmartin from interfering with Plaintiffs' use of the Easement until such time as the Court can issue a final order on this matter.

FACTUAL BACKGROUND

The Authority operates a Training Center located at 3400 West Vine Drive in Fort Collins, Colorado ("Training Center"). **Exhibit A**, Affidavit of Randy Callahan ¶ 3 ("Callahan Affidavit"). On January 15, 1991, Mr. Gilmartin and his parents, in exchange for the sum of \$4,669.00, granted, sold, and conveyed to the City and its successors and assigns a public easement (the "Easement") described as follows:

a perpetual easement and right-of-way to install, operate, maintain, repair, reconstruct, replace, inspect and remove, at any time and from time to time public improvements (including without limitation, street, utilities, sidewalk and drainage), together with a right-of-way for access on, along, through and under the [Gilmartin Property].

Exhibit B January 15, 1991 Deed of Easement ("Deed of Easement").

West Vine Drive is a public street where it dead ends on the Gilmartin Property. **Exhibit C**, Satellite Image of the Training Center (and an approximation of the Easement and the Gilmartin Property). The Easement extends West Vine Drive through the Gilmartin Property to the Training Center. *Id.*

In or about 1995, pursuant to the express language in the Deed of Easement, West Vine Drive was extended by installing a paved street on the Easement from West Vine Drive to the Training Center. Ex. A, Callahan Aff. ¶ 5; *see also* Ex. 11 to Defendant's Response to Motion for Partial Summary Judgment, Gilmartin Affidavit ¶ 7.

The public has been able to, and has accessed, the Easement from West Vine Drive for several years. Ex. A, Callahan Aff. ¶ 6. The property on which the Training Center is located is the property benefited by the Easement. *Id.* Without the Easement, the Authority and its directors, officers, employees, volunteers, agents, guests and invitees cannot access the Training Center. *Id.* Plaintiffs' use of the Easement does not interfere with Mr. Gilmartin's access or with his right to use his property. Ex. A, Callahan Aff. ¶ 7.

Mr. Gilmartin's Past Interference with the Easement

From when the Easement was granted in 1991 through approximately 2010, Plaintiffs enjoyed use of the Easement without interference by Mr. Gilmartin. Beginning in approximately 2010, however, Mr. Gilmartin, who currently resides on the Gilmartin Property, has substantially interfered with Plaintiffs' peaceful use and enjoyment of the Easement. The following is a chronological history of Mr. Gilmartin's interference:

1. On or about August 21, 2010, Mr. Gilmartin welded a chain around a gate located within the Easement, which prevented the Authority from using the Easement

("August 21st Incident"). When a Captain at the Training Center attempted to remove the chain, he burned his hand on the recently welded chain. Mr. Gilmartin told the Larimer County Sheriff's Office ("LCSO"), which had been dispatched to the August 21st Incident, that Mr. Gilmartin had seen the Captain approach the gate shortly after Mr. Gilmartin welded the chain together but he did not believe it was his responsibility to warn the Captain that the chain would be hot from its recent welding. The LCSO had the chain removed. Documents relating to the August 21st Incident are attached as **Exhibit D**.

2. On or about September 28, 2011, Mr. Gilmartin acted in a hostile manner when he jumped out from the side of the road within the Easement, approached vehicles that were driving toward the Training Center, screamed at the drivers, and took pictures of the vehicles and their license plates ("September 28th Incident"). The individuals informed the Authority of Mr. Gilmartin's behavior and the Authority contacted the LCSO. The LCSO responded and stated Mr. Gilmartin's actions were dangerous and could have resulted in an automobile accident within the Easement. Documents relating to the September 28th Incident are attached as **Exhibit E**.
3. On or about May 30, 2013, Mr. Gilmartin acted in a hostile manner when he verbally confronted landscapers hired by the Authority to maintain the grounds at the Training Center and within the Easement ("May 30th Incident"). Ex. A, Callahan Aff. ¶ 10. Mr. Gilmartin physically blocked the landscapers from mowing the grass within the Easement by placing his bicycle and rocks in the way of the landscapers' lawnmower. *Id.* The LCSO was dispatched and prohibited Mr.

Gilmartin from engaging in such actions. Documents relating to the May 30th Incident are attached as **Exhibit F**.

4. On or about June 27, 2013, Mr. Gilmartin acted aggressively when he verbally confronted the mail carrier within the Easement. Ex. A, Callahan Aff. ¶ 10.
5. On or about September 27, 2013, Mr. Gilmartin stepped in front of, and physically blocked, a vehicle driving toward the Training Center within the Easement. Ex. A, Callahan Aff. ¶ 27.
6. On or about November 1, 2013, individuals reported to the Authority that Mr. Gilmartin inappropriately, and without permission, entered their personal vehicles that were parked within the Easement. Ex. A, Callahan Aff. ¶ 12.
7. On or about December 27, 2013, Mr. Gilmartin made threatening gestures to individuals driving their vehicles toward the Training Center within the Easement by using a shovel to mimic pointing and shooting a gun at the individuals, and drawing his hand across his throat to indicate that Mr. Gilmartin was going to cut the individuals' throats. Ex. A, Callahan Aff. ¶ 13.
8. On or about September 30, 2014, Mr. Gilmartin drove his vehicle erratically within the Easement, engaging in rapid breaking and swerving, which nearly caused an automobile accident with a firefighter who was leaving a training class ("September 30th Incident"). Ex. A, Callahan Aff. ¶ 14. When the firefighter attempted to turn off of the Easement to avoid Mr. Gilmartin's erratic driving, Mr. Gilmartin swerved his vehicle without warning in front of the firefighter, cutting him off. *Id.* The Colorado State University Police Department was dispatched to the Training

Center. Documents relating to the September 30th Incident are attached as **Exhibit G**.

9. On or about May 2, 2015, Mr. Gilmartin acted in a hostile manner when he verbally confronted landscapers hired by the Authority to maintain the grounds at the Training Center and within the Easement ("May 2nd Incident"). Ex. A, Callahan Aff. ¶ 15. Mr. Gilmartin yelled at the landscapers and physically blocked them from leaving by parking his vehicle in front of the landscapers' vehicles for approximately 20 minutes. *Id.* During the May 2nd Incident, the landscapers became concerned that Mr. Gilmartin was going to harm them, so they entered their vehicles, locked the doors, and called the LCSO. *Id.* The LCSO responded to the May 2nd Incident to investigate Mr. Gilmartin's disorderly behavior. Documents relating to the May 2nd Incident are attached as **Exhibit H**.
10. On or about June 4, 2015, Mr. Gilmartin acted in a hostile manner when he verbally confronted an Authority member who was driving his vehicle within the Easement. Ex. A, Callahan Aff. ¶ 16.
11. On or about July 1, 2015, Mr. Gilmartin physically blocked Authority trainees with his vehicle and a trailer, preventing the trainees from performing training maneuvers with their apparatus within the Easement ("July 1st Incident"). Ex. A, Callahan Aff. ¶ 17. Mr. Gilmartin also yelled at the trainees, approached their vehicles while they were driving, and shined a bright light in their eyes while they were driving. *Id.* Despite the Authority's request, Mr. Gilmartin refused to move his vehicle and trailer out of the Easement. *Id.* The Authority contacted a towing

company to remove Mr. Gilmartin's vehicle and trailer, at which time Mr. Gilmartin moved his vehicle and trailer. *Id.* As a result of the July 1st Incident, Mr. Gilmartin was summonsed for harassment by the LCSO. *Id.* Documents relating to the July 1st Incident are attached as **Exhibit I**.

12. On or about May 13, 2016, Mr. Gilmartin installed tree stumps within the Easement in order to prevent the Authority from using the Easement for its intended purpose. Ex. A, Callahan Aff. ¶ 18. The tree stumps created a physical barrier that prevented the Authority from using the full width of the Easement and from turning apparatus around within the Easement. *Id.* The Authority was then forced to pay for removal of the tree stumps. *Id.*

13. On or about October 18, 2016, Mr. Gilmartin erected two adjoining metal signs on his property within or very near the entrance to the Easement (the "Signs"). A picture of the signs is attached as **Exhibit J**. The top sign, containing the official logo of the Authority, reads "PFA Personnel Only." The bottom sign, containing a no U-turns symbol, reads "Private Drive." The Authority has never given Mr. Gilmartin permission to use its official logo. By erecting the Signs, Mr. Gilmartin has unlawfully placed restrictions on the Easement that do not otherwise exist.

In addition to Mr. Gilmartin's actions memorialized in written documentation by the Authority and the LCSO, Mr. Gilmartin has on multiple additional occasions acted in a hostile and aggressive manner toward the Authority and other members of the general public while the Authority used the Easement. Ex. A, Callahan Aff. ¶ 19. These behaviors include, but are not

limited to, standing within the Easement and timing individuals to calculate the speed at which they are driving; photographing individuals, their vehicles, and their license plates while they are driving through or parked within the Easement; and physically preventing the Authority and the public from using the Easement to the full extent provided for under the Deed of Easement. *Id.*

It would be very difficult to convey to the Court the number of instances in which the Authority has had these types incidents with Mr. Gilmartin. Ex. A, Callahan Aff. ¶ 20. It is fair to say, however, that the incidents with Mr. Gilmartin continue to escalate year over year. *Id.*

Mr. Gilmartin Continues to Unsafely Interfere With the Easement

Despite involving the authorities and now filing this lawsuit, Mr. Gilmartin continues to unsafely interfere with the Easement. On the morning of May 30, 2017, firefighter Mark Swihart was driving to the Training Center on West Vine Drive. Affidavit of Mark Swihart ¶ 4. ("Swihart Affidavit") (attached hereto as **Exhibit K**). Mr. Swihart was observing the posted speed limit of 25 miles per hour. *Id.* As Mr. Swihart approached the Easement, he saw Mr. Gilmartin standing on the north side of the street by Mr. Gilmartin's driveway. *Id.*

Because of Mr. Gilmartin's history of jumping out in front of vehicles, Mr. Swihart slowed down as he approached Mr. Gilmartin and moved to the south side of the street to avoid Mr. Gilmartin. *Id.* at ¶ 5. As Mr. Swihart got closer, Mr. Gilmartin stepped to the center of the street in front of Mr. Swihart's moving vehicle, forcing Mr. Swihart to slam on his brakes. *Id.* Mr. Swihart yelled through his open driver side window that he almost hit Mr. Gilmartin, at which point Mr. Gilmartin began hitting Mr. Swihart's vehicle with his hands. *Id.* Because of Mr. Gilmartin's hostile behavior, Mr. Swihart drove away to the Training Center, where he reported

the incident to Authority staff. *Id.* at ¶ 6. A police report was filed concerning the incident, a copy of which is attached hereto as **Exhibit L**.

Mr. Gilmartin's continued behavior in interfering with the Easement poses a threat to the public safety. Ex. A, Callahan Aff. ¶ 22. The Authority's staff do not feel safe using the Easement, which creates a pressing concern because the Authority is hosting a family night for the Authority's staff and family members on June 9, 2017. *Id.* Based on Mr. Gilmartin's past and most recent actions, the Authority is planning to hire armed security guards for the event in order to ensure the safety of the attendees. *Id.*

LEGAL STANDARD

The purpose of temporary restraining orders and preliminary injunctions is to preserve the status quo and to prevent irreparable harm to one of the parties pending the final determination of a case. *City of Golden v. Simpson*, 83 P.3d 87, 96 (Colo. 2004). This Court has considerable discretion in granting injunctive relief, and such determinations are rarely disturbed on appeal. *Rathke v. MacFarlane*, 648 P.2d 648, 654 (Colo. 1982). A temporary restraining order is proper where a party shows specific immediate irreparable harm will occur absent the order. *Simpson*, 83 P.3d at 96. While a temporary restraining order may be issued without notice to the defendant, that issue is not a factor here because Mr. Gilmartin has been notified of this Motion.

Because a temporary restraining order is only a short-term order, a party is entitled to preliminary injunctive relief for the duration of the case upon demonstrating: (1) a reasonable probability of success on the merits of the claims for which it seeks injunctive relief; (2) a danger of real, immediate, and irreparable injury that may be prevented by injunctive relief; (3) the absence of a plain, speedy, and adequate remedy at law; (4) that the granting of a preliminary

injunction will not disserve the public interest; (5) that the balance of the equities favors the injunction; and (6) that the injunction will preserve the status quo pending a trial on the merits. *Simpson*, 83 P.3d at 96; *Gold Messenger, Inc. v. McGuay*, 937 P.2d 907, 909 (Colo. App. 1997).

ARGUMENT

Trial in this matter is set for August 14, 2017. However, absent a Court Order enjoining Mr. Gilmartin from interfering with the Easement in the interim, Plaintiffs believe that Mr. Gilmartin will continue to interfere in a hostile manner that poses a threat to public safety. Consequently, the Court should enter a temporary restraining order and preliminary injunction as set forth below.

1. Plaintiffs Are Likely to Succeed on the Merits of Their Declaratory Judgment Action.

Mr. Gilmartin admits the Deed of Easement granted the City and its assigns a perpetual easement across the Gilmartin property. Answer ¶ 7. The plain language of the deed of easement establishes that the Easement, which was granted to the City and includes the right to install "public improvements" such as a "street," is a public easement that extended the existing public street through the Gilmartin property to the Authority's Training Center. Ex. B. The Deed of Easement contains no limitations on its use as a public street. *See id.*

As set forth in Plaintiffs' May 15, 2017 Motion for Partial Summary Judgment, there are no genuine issues of material fact concerning the nature of the Easement, and therefore Plaintiffs should be entitled to judgment as a matter of law on their declaratory judgment claim. Regardless, even if Plaintiffs must present evidence on this issue at the August trial, the evidence will overwhelmingly support that the public has accessed and used the Easement for several years.

Because the public has used the Easement as a street, its use as a public street continues until the Easement is vacated or abandoned. *Turnbaugh v. Chapman*, 68 P.3d 570, 573 (Colo. App. 2003). Additionally, Mr. Gilmartin, as the servient owner, "may not unreasonably interfere with the enjoyment of the easement" by those entitled to use it. *Lazy Dog Ranch v. Telluray Ranch Corp.*, 965 P.2d 1229, 1241 (Colo. 1998). Accordingly, there is more than a reasonable probability that Plaintiffs will prevail on their claim for declaratory judgment, resulting in the Court ordering Mr. Gilmartin to cease interfering with persons using the Easement.

2. There is a Substantial Risk of Real, Immediate, and Irreparable Injury.

Courts have long held that the threat of physical injury to a person satisfies the irreparable injury prong of the injunctive relief analysis. *See, e.g., Colo. Springs v. Blanche*, 761 P.2d 212, 218 n.6 (Colo. 1988) (finding threat to public health, safety, and welfare was tantamount to immediate and irreparable injury); *Hughley v. Rocky Mt. HMO*, 927 P.2d 1325, 1329 (Colo. 1996) (finding substantial risk of irreparable harm where lack of access to medical treatment threatened physical harm to patient).

Here, there can be no dispute that Mr. Gilmartin has acted, and continues to act, in a threatening and hostile manner towards people using the Easement and that such behavior poses a threat to public safety. The immediacy of the threat is exacerbated by the fact that the Authority plans to host a family night at the Training Center on June 9, 2017, which will be attended by staff and their family members. All of the attendees will need to cross the Easement from West Vine Drive to the Training Center, and Mr. Gilmartin's actions in interfering with the Easement threatens their physical safety. This is particularly true for those family members who are not familiar with Mr. Gilmartin's history and who may not be prepared to handle Mr. Gilmartin's past behaviors of

jumping in front of cars, placing physical barriers in the Easement, driving erratically in the Easement, and otherwise threatening people using the Easement.

3. Plaintiffs Have No Plain, Speedy, and Adequate Remedy at Law.

In most cases, the "adequate remedy at law" afforded an injured party is a suit for money damages. *Fortner v. Cousar*, 992 P.2d 697 (Colo. App. 1999). However, where there is a threat to public health, safety, and welfare, a plaintiff does not have an adequate remedy at law. *See Hughley*, 927 P.2d at 1329 (granting injunctive relief where plaintiff's health was threatened). Accordingly, Plaintiffs do not have an adequate remedy at law here because Mr. Gilmartin's behavior poses a safety risk to those persons using the Easement.

4. The Public Interest Is Best Served by an Injunction.

Permitting Mr. Gilmartin to continue interfering with persons using the Easement would have a significant negative impact on the public interest. The Easement provides access to the Training Center, which plays a critical role in the Authority's ability to protect the lives, property, and the quality of life of the approximately 190,000 people within the Authority's district. Ex. A, Callahan Aff. ¶ 4. Therefore, it is critical to the public interest that the Authority and its invitees be able to use the Easement free from interference by Mr. Gilmartin. Moreover, Mr. Gilmartin's interference poses a direct threat to the public interest because the general public has access to the Easement and is therefore susceptible to Mr. Gilmartin's threatening and harassing behavior.

5. Equity Favors an Injunction.

It is undisputed that the City paid \$4,669.00 (a significant sum in 1991) for a perpetual easement across a small strip of the Gilmartin Property. Ex. B. The City and its assigns used the Easement for decades without interference from Mr. Gilmartin or his parents. Now, more than 25

years later, it appears that Mr. Gilmartin regrets the deal he struck and wants to renege on it by interfering with Plaintiffs' lawful right to use the Easement. In breaching the terms of the deal, Mr. Gilmartin is resorting to self-help to dangerously interfere with the Easement—something he could not do even if his contractual position were correct.

Plaintiffs and the general public have a very strong interest in ensuring the safety of those persons using the Easement. In contrast, Mr. Gilmartin will not be unfairly prejudiced by Plaintiffs and the general public continuing to use the Easement as they have for more than 25 years. Such use of the Easement does not block Mr. Gilmartin's access or interfere with his right to use his property. Ex. A, Callahan Aff. ¶ 7. Plaintiffs are merely asking the Court to order Mr. Gilmartin to stop interfering with the Easement.

6. An Injunction Will Preserve the Status Quo.

This factor strongly favors the entry of an injunction. Plaintiffs have been using the Easement consistent with their rights under the Deed of Easement for more than 25 years. Plaintiffs should be entitled to continue with such use, free from interference from Mr. Gilmartin, until the trial in this matter on August 14, 2017. At that time, Mr. Gilmartin can adjudicate the merits of his position that the scope of the Easement should now be narrower than it was before because he dislikes the fact that people are using the Easement.

PAYMENT OF SECURITY

Under C.R.C.P. 65(c), no security is required of the "state or any of any county or municipal corporation of this state or of any officer or agency thereof acting in official capacity." Consequently, no security is required because the City is a municipal corporation and the Authority is a public entity between the City and the Poudre Valley Fire Protection District, which is a

political subdivision of the State of Colorado. Even if security was required in these circumstances, "[t]he amount of security required is discretionary with the court so long as it bears a reasonable relationship to the potential costs and losses occasioned by a preliminary injunction that is later determined to have been improperly granted." *Armel Corp. v. Vitesse Semiconductor Corp.*, 30 P.3d 789, 796 (Colo. App. 2001). Here, Mr. Gilmartin has not asserted any claims seeking money damages against Plaintiffs in connection with their use of the Easement because such use does not harm Mr. Gilmartin. Accordingly, no security would be warranted in the event it is required in the first instance.

CONCLUSION

WHEREFORE, upon the forgoing arguments and authorities, Plaintiffs respectfully request that the Court:

A. Enter a temporary restraining order effective immediately and continuing until such time as the Court rules on Plaintiff's Motion for Preliminary Injunction, or until the Court orders otherwise, enjoining Mr. Gilmartin, at all times on all days, from interfering with Plaintiffs' rights under the Deed of Easement, including but not limited to, enjoining Mr. Gilmartin from: (1) interfering with any person using the Easement to access to the Training Center; (2) placing anything whatsoever within the Easement; (3) placing any sign, barrier or other object outside of the Easement that interferes with the use and enjoyment of the Easement; (4) engaging in threatening, intimidating or harassing behavior, such as shouting, cursing or making threatening gestures, within 500 feet of the Easement; (5) from encouraging, inciting, or securing other persons to interfere with Plaintiffs' rights under the Deed of Easement;

B. Enter a preliminary injunction effective for the pendency of this action, or until the Court orders otherwise, enjoining Mr. Gilmartin, at all times on all days, from interfering with Plaintiffs' rights under the Deed of Easement, including but not limited to, enjoining Mr. Gilmartin from: (1) interfering with any person using the Easement to access to the Training Center; (2) placing anything whatsoever within the Easement; (3) placing any sign, barrier or other object outside of the Easement that interferes with the use and enjoyment of the Easement; (4) engaging in threatening, intimidating or harassing behavior, such as shouting, cursing or making threatening gestures, within 500 feet of the Easement; (5) from encouraging, inciting, or securing other persons to interfere with Plaintiffs' rights under the Deed of Easement; and

C. Granting Plaintiffs such other and further relief as this Court deems just and proper.

For the Court's convenience, a proposed temporary restraining order and order for preliminary injunction are filed herewith.

Respectfully submitted this 6th day of June, 2017.

IRELAND STAPLETON PRYOR & PASCOE, PC

Signed original on file at the office of
Ireland Stapleton Pryor & Pascoe, PC

/s/ Kelley B. Duke

Kelley B. Duke, #35168

Benjamin J. Larson, #42540

Special Counsel for the City of Fort Collins

Attorneys for Poudre Fire Authority

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of June, 2017, a true and correct copy of the foregoing **MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION** was served via U.S. Postal Service, first class mail, postage prepaid and addressed as follows:

Keith Gilmartin
3316 W. Vine Drive
Fort Collins, CO 80521

And served via email to:
keithgil2@gmail.com

*SIGNED ORIGINAL ON FILE AT THE OFFICE OF
IRELAND STAPLETON PRYOR & PASCOE, PC*

/s/ Hannah Pick

Hannah Pick