8th DISTRICT COURT **LARIMER COUNTY JUSTICE CENTER** Court Address: 201 Laporte Avenue Fort Collins, CO 80521 Phone (970) 494-3500	2018 OCT 18 PM 12:12 DATE FILED: October 18, 2018 CASE NUMBER: 2018CV149 FILED IN CONFINED COURT LARIMER COUNTY CO
Plaintiff: Eric Sutherland, *pro se* v. **Defendants :** THE CITY OF FORT COLLINS, a home rule municipality in the state of Colorado; STEVE MILLER, in his capacity as the Larimer County Assessor and all successors to this office; IRENE JOSEY, in her capacity as the Larimer County Treasurer and all successors to this office; And Indispensable Parties: THE TIMNATH DEVELOPMENT AUTHORITY, an Urban Renewal Authority; and COMPASS MORTGAGE CORPORATION, an Alabama company doing business in Colorado.	▲ COURT USE ONLY ▲
Party without attorney: Eric Sutherland, pro se 3520 Golden Currant Boulevard Fort Collins, CO 80521 Phone Number: (970) 224 4509 E-mail: sutherix@yahoo.com	Case #: 2018CV149 Division: 3C

AMENDED PLAINTIFF'S RESPONSE TO CITY OF FORT COLLINS' MOTION FOR ATTORNEYS' FEES AND BILL OF COSTS

Plaintiff, Eric Sutherland (also referred to hear with 1st person pronouns) files this Response to the City of Fort Collins' Motion for Attorneys' Fees and Costs which was filed with this Court on September 26, 2018.

I. INTRODUCTION

1. The City of Fort Collins has now filed with this Court a request for the Award of Attorney Fees and Costs, *Motion for Fees*. The City has cited C.R.S. §13-17-102(4) and stated its belief that my case was substantially frivolous. See *Motion for Fees* at p. 4. The City is not correct in this statement.

The City's Motion for Fees has opened the proverbial can of worms. Prior to this *Motion,* I had presumed, as had the investors that purchased $146 million in bonds, that the Supplemental Public Securities Act or SPSA, C.R.S. §11-57-201 *et seq* had been properly applied to the issuance of Electric Utility Enterprise Bonds. However, the significance of a request for an award of $34,754 prompted a re-examination of all details of this matter. That examination produced the conclusion that the Electric Utility Enterprise Board, or "EUEB", could not have and also did not properly apply the SPSA to the bonds.

Because the City refused to co-operate in any way in an examination of this reasonable finding, I filed with this Court my *Motion for Determination of Questions of Law Under Rule 56(h)* on October 3, 2018. This *Motion* requests a determination of the following three questions of law.

> 1.) Is the EUEB an 'issuing authority' for the purposes of Part 2 of Article 57 of Title 11, the Supplemental Public Securities Act or "SPSA" of the Colorado Revised Statutes as that term is defined in C.R.S. 11-57-203 (2).
>
> 2.) Is any part of the SPSA including C.R.S. § 11-57-210 and § -212 applicable to the issuance of debt authorized by Ordinance 003 of the City of Fort Collins Electric Utility Enterprise Board or "EUEB"?

3.) Did the EUEB know or should the EUEB have known that it was not an 'issuing authority' under the SPSA? (*Motion for Determination* at p. 2.)

As of the date of the filing of this *Response*, no response to the *Motion for Determination* has been filed by the City.

The effect of a determination on these questions of law consistent with the argument that I have presented would be extremely impactful on this proceeding and also on matters extrinsic to this proceeding. As it pertains to this proceeding, the situation may be simplified by simply noting that I relied upon the applicability of the non-claim statute of the SPSA, §11-57-212, and the City relied upon the §11-57-210 in the making of our respective cases. Thus, the basis of the arguments of both the Plaintiff and the Defendant dissolve if the SPSA is found to have not been properly applied.

Because the time for filing this *Response* comes before the *Motion for Determination* is ripe for decision by this Court, this *Response* must necessarily be crafted to defeat the *Motion for Fees* under two scenarios.[1]

The overarching factor in this entire matter can't be overlooked. The City of Fort Collins ignored its own laws when purporting to authorize the creation of $146 million in debt. It has since admitted that it ignored its own laws. See *City's Motion to Dismiss* at p. 11, 12. (Article V section 19.3(b) of the Fort Collins City Charter requires ordinances of the EUEB to be adopted in the same manner as ordinances of the City Council. Article II section 6 of the Fort Collins City Charter requires that final passage of ordinance shall be at a regular city

[1] The City of Fort Collins was asked whether or not it would oppose a motion to expand the time available for this *Response* to allow the questions of law that had been placed before this Court to be decided. The City stated that it would oppose such a motion. Rather than file for an expansion of time, I am simply dealing with the situation as described.

council meeting. Yet, the City admits that the Bond Ordinance was adopted at a meeting of the Electric Utility Enterprise Board, which does not hold regular meetings, and points to the minutes of that meeting, not a meeting of the Council, as proof.)

This arrogant disregard for its own laws, which had been protested by public comment made by myself on the occasion of "final passage" of the Bond Ordinance, has created enormous problems. The arrogance and lawlessness is magnified beyond any reasonable boundaries by the City of Fort Collins pretending that non-compliance with a provision of the City Charter is the same thing as substantial compliance. See *City of Fort Collins' Motion to Dismiss* at p. 14. Non-compliance with a provision of law is, of course, not the same thing as substantial compliance. Furthermore, a strict compliance standard, not a substantial compliance standard, must be applied to any provision of a Home Rule City Charter. *Cook v. City and County of Denver,* 68 P. 3d 586 Colo. Court of Appeals 2003. (... we must strictly construe charters, which confer only the powers expressed or necessarily implied. Citing *City of Englewood v. Englewood Career Serv. Bd.* 793 P.2d 585 (Colo. App. 1989)

In *City of Boulder v. Public Service Company*[2], our Supreme Court held; " *In particular, a litigant may properly bring a declaratory judgment action challenging a municipal ordinance as violative of a city's charter. A city's charter is like its constitution, and all ordinances that a city passes must comply with the terms of its charter."* I have brought such a declaratory judgment action because the City of Fort Collins violated its own Charter. The severity of a violation of the Fort Collins City Charter is underscored by Article IV section 10 of the City Charter, which states;

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[2] Pacific Reporter citation for this case is unavailable. Case was announced on June 18th, 2018.

Any violation of a provision of this Charter shall be deemed a misdemeanor. Any person convicted of such violation may be punished by a fine or imprisonment, or by both a fine or imprisonment, the maximum amount and term of which shall be no less than that established by ordinance for misdemeanor violations of the city Code. Said maximum penalty shall be set by the Council by ordinance. Any officer or employee of the city convicted of such a violation shall be deprived of his or her office or employment and shall be ineligible to any city office or employment for two (2) years thereafter. (Article IV section 10 Fort Collins City Charter)

Thus, the City of Fort Collins has now admitted that its officials committed a misdemeanor offense under the Charter.

In short, the City's actions in this entire debacle have been completely below any standard of ethics and behavior that we should expect in Colorado and the United States.

II. CITY'S CLAIM OF "SUBSTANTIALLY FRIVOLOUS" FAILS

The City of Fort Collins holds that my claims were substantially frivolous for three reasons. Each reason is dealt with below in turn. In two of the three reasons given by the City, the questions of law regarding the applicability of the SPSA are significant factors.

A1. City's belief that Sutherland knew injuries were too speculative: SPSA IS FOUND TO HAVE BEEN **PROPERLY** *APPLIED.*

In the event that this Court finds that the SPSA was properly applied and answers question #2 above in the affirmative, my argument to defeat the City's assertion that my case was substantially frivolous because potential injury was to speculative is exactly what has been stated in previous pleadings. See especially *Response to City of Fort Collins Motion to Dismiss.*

There appears to be a difference of opinion upon the likelihood of the broadband utility failing. A failure would require the electric utility ratepayers to

pay higher rates for electric energy. However, this difference of opinion does not rise to the level of a disputed fact. The simple truth here is that the City has admitted that there is a possibility that higher electric energy rates will be necessary. See *City's Motion To Dismiss* at p. 6. It is axiomatic that any and all prognostication as to likelihood of injury is speculative, but both parties agree to the possibility of failure.

However, my case for standing clearly laid out a novel theory of law, which I held to be a matter of fist impression. That theory of law stated that the Uniform Declaratory Judgment Act, or "UJDA", C.R.S. § 13-51-101 *et seq,* must be liberally construed to allow for judicial review of a request for declaratory judgment regardless of the indirectness of potential injury in any situation where, as here, such inquiry would be barred by statute in the future. This theory of law was explained with fine detail and supporting authority. See *Plaintiff's Response to City of Fort Collins' Motion to Dismiss* at p. 5-10 This theory of law was not addressed, let alone refuted, by the City in the City's *Reply* in support of its MTD or at any other time.

This Court is barred from awarding attorneys fees in any situation where, as here, a party has made a good faith attempt to establish a new theory of law. See C.R.S. §13-17-102(7).

> *No attorney or party shall be assessed attorney fees as to any claim or defense which the court determines was asserted by said attorney or party in a good faith attempt to establish a new theory of law in Colorado.* (C.R.S. §13-17-102(7))

The City of Fort Collins has never addressed, let alone disputed, that I made a good faith attempt to establish a new theory of law. In pre-motion conference on the City's *Motion for Fees*, I raised this defense and was treated to absolute silence by counsel for the City. Bad faith is evident here. The assertion made by the City

that my case was frivolous because of speculative injury overlooks the new theory of law presented.

Furthermore, there is good cause for our courts in Colorado to adopt a standard for declaratory judgment actions brought to avoid a bar imposed by a non-claim statute as I have described. Otherwise, first amendment rights to petition our government for redress of grievances are completely foreclosed. See also Article II section 24 of the Colorado constitution:

> ***Right to assemble and petition.*** *The people have the right peaceably to assemble for the common good, and to apply to those invested with the powers of government for redress of grievances, by petition or remonstrance.* (Article II section 24 Colorado constitution)

A2. City's belief that Sutherland knew injuries were too speculative:

SPSA IS FOUND TO HAVE BEEN **IMPROPERLY** *APPLIED.*

In this section, I will do something that the City of Fort Collins is not willing to do. I will be honest.

In the event that this Court finds in favor of my interpretation of the applicability of the SPSA to the Bond Ordinance, my case for standing is groundless. I believed and relied upon the City of Fort Collins representation that the SPSA had been properly applied and, thus, the non-claim statute of § 11-57-212 barred any inquiry regarding the legitimacy of the issuance of the bonds in the future. My new theory of law, although still substantial and harmonious with all other laws, is not relevant because there would be no time bar to future challenge of the Bond Ordinance. I regret that I was taken in by this representation. I now see that I was in error.

However, even when the obvious conclusion about the inapplicability of the SPSA is made, my case cannot be construed as substantially frivolous. I presented a rational argument based upon the evidence and law that I believed to be true at

the time I filed the lawsuit. The later revelation of the inapplicability of the SPSA does not change this reality.

In contrast to the effect that the revelation that the SPSA is inapplicable to the EUEB's bonds has on my case for standing, a far more troubling reality now plagues the citizens of Fort Collins in matters that are extrinsic to this proceeding. The ratepayers and taxpayers of the City of Fort Collins, very simply, are now compromised beyond any hope of averting paying the costs of failure of the broadband utility.

B. City's Assertion that Claims 13-19 were not sufficiently plead.

(the treatment of this issue is unaffected by the determination of the applicability of the SPSA.)

The Thirteenth Claim was sufficiently plead. However, this Claim did become moot upon the purchase of the bonds. It was not substantially frivolous at any time. See *Response to City of Fort Collins' Motion to Dismiss* at p. 4. ("*As a practical matter, this Claim is now moot. No action of this Court may unring that bell.*")

Claims 14-19 were placeholders that were imprudently written into the *Umamended Complaint* with the intent that they would be later expanded or deleted upon the filing of an amended Complaint. The insufficiency and 'rushed' nature of the Claims may be attributed to the necessity of beating the time bar of the non-claim statute, §11-57-212. The Timnath Development Authority and Compass Bank waived service and Answered the *Unamended Complaint,* thus foreclosing the opportunity for me to amend the *Umamended Complaint* without leave of the Court. Although I considered motioning this Court several times for leave to amend, circumstances never created an optimal time to do this. Furthermore, all parties and this Court had no trouble distinguishing all of the placeholder claims as insufficiently plead. They were obviously and transparently

placeholders that failed in any way, shape or form to amount to claims. No party was prejudiced by the presence of the placeholders.

There is no dispute here that it would have been in good form to have requested leave of the Court to delete the placeholders. At the same time, it is absurd to suggest that the placeholders amounted to a significant burden or disadvantage to the City of Fort Collins. If such a burden was incurred, then the request for costs and attorneys fees should be amended in order to specifically allow an award based solely on the expense incurred to deal with the placeholders. This approach, of course, was not taken by the City in its *Motion for Fees.*

C1. City's belief that Sutherland knew §11-57-210 operated as a bar to inquiry: SPSA IS FOUND TO HAVE BEEN* PROPERLY *APPLIED.

In the event that this Court finds that the SPSA was properly applied, my argument to defeat the City's assertion that my case was substantially frivolous because §11-57-210 operated to preclude judicial review is exactly the same as I had explained in previous pleadings.

In my *Response to City of Fort Collins Motion to Dismiss,* I argued that §11-57-210 does not operate as a bar to inquiry in a manner similar to §-212. I also argued that §-210 is either facially unconstitutional or unconstitutional as applied. See *Response to city of Fort Collins Motion to Dismiss* at p. 10-12. Both arguments are reasonable and would meet any criteria for determining whether or not there was a rational basis for my expectation that I would be granted standing.

Article III of the Colorado Constitution proscribes one branch of government from intruding into the sphere of another branch. *Hickenlooper v. Freedom from Religion,* 338 P. 3d 1002, Colo. 2014. In this case, the City's recital in its bonds in the style prescribed by §11-57-210 did not exist at the time the lawsuit was filed. The §11-57-210 recital may only be seen to exist or have any effect whatsoever on

and after the date of sale of the bonds, which did not happen until after the lawsuit had been filed. Thus, the §11-57-210 recital thought by the city to guaranty the validity of the bonds could only be construed to operate so as to nullify a claim for relief that had already been properly entered into the courts. Clearly, the recital is unconstitutional as applied. If not, then the legislative branch of government, the General Assembly, has intruded into the sphere of the judicial branch of government by establishing a means of manufacturing evidence of validity that determines the outcome of an action that had already been properly challenged as invalid. Furthermore, such intrusion and resulting effect of vanquishing claims that had been properly filed with this court abridges rights of due process under Article II section 25 and rights to petition one's government under Article II section 24 of the Colorado constitution.

Also, Article XX section 6 of the Colorado Constitution creates a distinct separation of powers between the state and Home Rule municipalities. *Town of Telluride v. Thirty Four Venture,* 3 P 3d. 30 Colo. 2000. In *Telluride*, the authority of the state to proscribe rent controls in a Home Rule municipality was at issue. The Supreme Court found the arena of rent controls to be a matter of state interest and, thus, declared that Telluride's rent control ordinance was in conflict with state law and void. Here, a state law, §11-57-210, is viewed by the City as having legislated in an arena that is exclusively of local control: the procedure for adopting legislative enactments of a Home Rule city. The General Assembly may not legislate in this arena. This is especially true in as much as procedure for enacting ordinances is controlled by the City Charter.

In both of the two preceding paragraphs, constitutional provisions controlling the separation and allocation of powers can clearly be seen to eliminate any possibility that the §11-57-210 recital found in the bonds could be deemed to be a

jurisdictional bar. The General Assembly simply does not have the power or authority to legislate in a manner that the City thinks it does. Of course, it is not necessary to reach any conclusion on these matters of law in the *Motion for Fees* now before the court. Suffice it to say, there was a rational basis for my rejection of the City's position holding that §11-57-210 precluded invalidation of the issuance of the bonds. The City never addressed, let alone refuted, my position on this issue. Yet they call my case frivolous. Go figure.

C2. City's belief that Sutherland knew §11-57-210 operated as a bar to inquiry: SPSA IS FOUND TO HAVE BEEN **IMPROPERLY** *APPLIED.*

In the event that this Court finds in favor of my interpretation of the applicability of the SPSA to the Bond Ordinance, the City's belief in the invincibility of language recited in a Bond is conflated and its arguments based on this holding all fail.

Similarly, any immunity for members of the Electric Utility Enterprise Board is vanquished. Similarly, any rights of investors to acquire a lien against city utility revenues in the event of event of non-payment is vanquished. Etc.

As previously stated, much is riding on the outcome of the *Motion for Determination of Questions of Law* that is presently before this Court. And yet there really does not seem to be much latitude in interpreting the law here[3]. There can be little doubt that a Court of law in the state of Colorado must, at the minimum, answer the first two questions in the negative. C.R.S. §11-57-203(1) defines "Act of Issuance" as "*an ordinance, resolution, or decision to issue a security* ***pursuant to delegated authority*** *adopted by the issuing authority or*

[3] The City of Fort Collins was queried repeatedly prior to filing the *Motion for Determination of Matters of Lawi* but refused any engagement at all on this subject. Perhaps most importantly, the City of Fort Collins has not provided any citation of state law that authorizes the EUEB to create debt, which is stated as a prerequisite for applying any part of the SPSA.

officer of a public entity for the purpose of issuing a security or an amendment to such ordinance, resolution, or decision adopted by the issuing authority after the issuance of a security." (C.R.S. §11-57-203(1), emphasis added. Here, the EUEB failed to act ***pursuant to delegated authority*** in both state and local law. See *Motion for Determination of Questions of Law.*

III. CRITERIA FOR EVALUATION UNDER §13-17-103

When evaluating a request for attorneys' fees, Colorado law requires courts to consider certain factors in determining whether to assess fees and the amount of fees to be assessed against any offending attorney or party. C.R.S. § 13-17-103. Those factors are:

> ***(a) The extent of any effort made to determine the validity of any action or claim before said action or claim was asserted;***

The extent of the effort I made to determine the validity of the action taken was substantial. I made my concerns about the lawlessness of the EUEB's actions known beginning in January of 2018. All facts regarding the significance of this effort will be presented at the hearing.

> ***(b) The extent of any effort made after the commencement of an action to reduce the number of claims or defenses being asserted or to dismiss claims or defenses found not to be valid within an action;***

As previously admitted, the *Unamended Complaint* was rushed and was filed with the intent of later amendment. Various circumstances stood in the way of motioning this court for leave to amend. Particularly, waiver of service by the Indispensable Parties in this matter and the litigation that followed created obstacles.

However, even if those 'claims' that have been professed to have been written down in the *Unamended Complaint* are construed to be frivolous, only the expense incurred to deal with those 'claims' should be addressed by the City and this Court as a separate item and not part of a larger whole.

> ***(c) The availability of facts to assist a party in determining the validity of a claim or defense;***

There were ample facts to assert the claims made. The City of Fort Collins ignored its own laws and has since admitted to this transgression in signed pleadings filed by legal counsel. These facts were never disputed.

(d) The relative financial positions of the parties involved;

This action was brought to advance the possibility of relief to all electric utility ratepayers of the City of Fort Collins. The financial position of the Plaintiff in terms of avoided injury is a tiny fraction of the larger rate burden that would be shared by all ratepayers in the event of failure of the broadband utility. In contrast, the City of Fort Collins and its utilities funds are multi-million dollar operations. Thus, this action represents a situation where one citizen of a municipality took substantial risk and invested a large amount of his time to arrest the lawlessness of a well funded governmental entity that was ignoring the interests of the citizens it should be serving.

The simple financial reality underlying this entire matter is this: the City of Fort Collins elected to flirt with a challenge to the validity of the act of issuance of $150 million in debt rather than simply comply with the requirements of Article II section 6 of the City Charter. The cost of compliance of compliance with the City Charter would have been negligible.

The relative financial positions of the parties involved precludes any consideration of an award of attorneys fees in this matter.

(e) Whether or not the action was prosecuted or defended, in whole or in part, in bad faith;

There have been no allegations of bad faith by the City of Fort Collins nor could there be.

(f) Whether or not issues of fact determinative of the validity of a party's claim or defense were reasonably in conflict;

As in *(c)* above, there are no disputes about the facts involved. The City of Fort Collins ignored its own laws and has since admitted to this transgression in signed pleadings filed by legal counsel.

(g) The extent to which the party prevailed with respect to the amount of and number of claims in controversy;

Prevailing in a matter in which a Court of law ignores argument including a new theory of law is not prevailing to a significant extent.

(h) The amount and conditions of any offer of judgment or settlement as related to the amount and conditions of the ultimate relief granted by the court.

This condition does not appear to be applicable to this matter.

IV. ATTORNEYS FEES AND COSTS ARE UNREASONABLE

For the following reasons, the fees and costs requested are unreasonable

A. This case does not represent "complex litigation" except for the fact that the City of Fort Collins disregarded its own laws.

The City of Fort Collins represents that its attorneys from Sherman and Howard, or S & H, needed to be experienced, top flight litigators because of the complexity of this case. Yet, the only complexity presented in this matter was that the City of Fort Collins disregarded its own laws, which these top flight litigators have admitted. This meant that the only real challenge presented was concocting some sort of defense to assail my standing in this matter. That defense was characterized by bad faith from the beginning, as further discussed below.

B. All relevant legal issues were established and contested in advance of commencing this action.

The question of whether or not the City of Fort Collins was complying with its own laws was raised in January of 2018. During public comment prior to the 'adoption' of an ordinance by the EUEB, I raised the issues that later formed the basis of my *Unamended Complaint.* The EUEB was then told by their legal counsel, Carrie Daggett, that there would be 'parliamentary difficulties' with actually following the law. I could never make this up. Theresa May has 'parliamentary difficulties' at the present time with Brexit, but I still have no idea what Carrie Daggett was talking about. I look forward to questioning Ms. Daggett and members of the EUEB as witnesses at the hearing.

Nevertheless, it was incumbent upon the City to ascertain whether or not my protests held any legitimacy. The City had ample time between January and April to do this. Consequently, it is disingenuous of the City to now expect anyone including this Court to believe that all legal work attributable to the legal challenge I brought, including issues regarding standing, was delayed until after I had actually commenced this action. If that is what the City expects this Court to believe, then the City must also expect that the City acted irresponsibly in taking action that had been protested by a citizen as violative of the City Code and Charter.

C. Only two filings were made by the City and both contained substantial amounts of irrelevant legal argument.

In particular, the City prepared a lengthy analysis that showed that, in other jurisdictions such as North Dakota, recitals in bonds similar to the §11-57-210 recital in the EUEB bonds had been deemed conclusive evidence in other proceedings. See *Reply Brief in Support of City of Fort Collins' Motion to* Dismiss at p. 4. No element of this analysis was shown to be applicable to Colorado or dispositive refutation of my allegation that, as applied, §11-57-210 was unconstitutional. Colorado has a unique constitution and no showing was made in the analysis presented that any other jurisdiction has a substantially similar constititution or case law.

D. It is axiomatic that 'experienced' attorneys do not take weeks to prepare two pleadings covering well understood legal principles. Length of time required to prepare pleadings is attributable exclusively to the necessity to defend a situation where the City violated its own laws.

E. City of Fort Collins has known since the beginning of this action that the SPSA was not duly applied.

F. City of Fort Collins has ignored the new theory of law advanced to support my claim of standing in this matter.

V. CONCLUSION

No part of this action was substantially frivolous. Contrary to the City of Fort Collins' assertions, a rational basis can be found to underlie every single element of the action that I brought. This action may not have been perfectly litigated, or even litigated in good form, but it was not frivolous. By contrast, the actions of the City of Fort Collins taken it absolute disregard of its own laws as well as the laws of the state of Colorado are objectionable and injurious to the public interest in many ways.

WHEREFORE, Plaintiff requests that that this Court deny the City of Fort Collins' Motion for Attorneys' Fees and Costs in this matter.

Dated October 18th, 2018

Eric Sutherland

I hereby certify that on this 17th Day of October, 2018, a true and correct copy of the foregoing *AMENDED Plaintiff's Response to City of Fort Collins' Motion for Attorneys' Fees and Bill of Costs* was filed with the Court. Also, a true and correct copy of the foregoing will be served via email to the following no later than October 17th, 2018.

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By _____