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UNITED STATES DISTRICT COURT  
DISTRICT OF COLORADO

FORT COLLINS MENNONITE . Case No. 18-cv-02867-MSK-NYW  
FELLOWSHIP, a Colorado .  
non-profit corporation, and .  
STEVE RAMER, .

Plaintiffs, .

vs. .

THE CITY OF FORT COLLINS, .  
THE CITY OF FORT COLLINS .  
CITY COUNCIL, LAURIE DAVIS, . Alfred A. Arraj Courthouse  
ROBERT DAVIS, MARY RAY, . 901 19th Street  
H. STUART MACMILLAN, HOLLY . Denver, CO 80294  
JOHNSON, LAURA PETRICK, .  
DAVE PETRICK, KATHERINE .  
ACOTT, WALTER HICKMAN, .  
PATRICIA DIEHL, FERAH AZIZ, .  
TARA MCCORMAC, JENNIFER .  
PETRIK, DENNIS BOOKSTABER, .  
TOM HALL, STEVE ACKERMAN, .  
PAMELA REJVEM, and MICHAEL .  
MERCER, .

Defendants. . May 6, 2019  
. . . . . 1:02 p.m.

**PARTIAL TRANSCRIPT OF PROCEEDINGS HELD BEFORE THE HONORABLE  
NINA Y. WANG, UNITED STATES MAGISTRATE JUDGE**

APPEARANCES:

For the Plaintiffs: ACLU of Colorado  
By: Arash Jahanian  
303 East 17th Avenue  
Suite 350  
Denver, CO 80203  
(303) 777-5482

1 Appearances continued:

2 For the Defendants:

Otten Johnson Robinson Neff &  
Ragonetti, P.C.

3

By: David A. Brewster

4

By: Brian J. Connolly

5

950 17th Street

Suite 1600

Denver, CO 80202

(303) 575-7505

6

Hall & Evans, LLC

7

By: Andrew D. Ringel

1001 17th Street

8

Suite 300

Denver, CO 80202

9

(303) 628-3300

10 Also Present:

Steve Ramer

John R. Duval

11

12 Court Recorder:

Clerk's Office

U.S. District Court

13

901 19th Street

Denver, CO 80294

14 Transcription Service:

AB Court Reporting & Video

216 16th Street, Suite 600

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Denver, CO 80202

(303) 296-0017

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17 Proceedings recorded by electronic sound recording;

transcript produced by transcription service.

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1 (Time noted: 1:02 p.m.)

2 THE COURT CLERK: All rise. Court is now in  
3 session.

4 THE COURT: Thank you. Please be seated.

5 All right, we are on the record in 18-cv-2867-MSK-  
6 NYW, Fort Collins Mennonite Fellowship, et al., versus the  
7 City of Fort Collins, et al.

8 Could I have appearances of counsel, please?

9 MR. CONNOLLY: Good afternoon, Your Honor. For  
10 the Plaintiff, Brian Connolly. I'm here with my colleagues  
11 David Brewster and Arash Jahanian from the ACLU of Colorado,  
12 and our client representative, Pastor Steve Ramer is here.

13 THE COURT: Good afternoon.

14 MR. RINGEL: Good afternoon, Your Honor, Andrew  
15 Ringel on behalf of Defendants, the City of Fort Collins and  
16 the City Council of the City of Fort Collins.

17 With me is Deputy City Attorney John Duval.

18 THE COURT: Good afternoon. All right, we are  
19 here for a settlement conference in this case.

20 I've been through your confidential settlement  
21 statements.

22 This case is a little bit different than other  
23 cases that I think you all have pretty well fleshed out the  
24 issues that we need to work on this afternoon.

25 So let me tell you a few things, just to make sure

1 we're all on the same page.

2 I have a hard stop at 5:00 o'clock.

3 Unfortunately, I have some child care issues today, which  
4 means that I need to be able to get to my own children by  
5 5:30. So just know that, and I'll keep that in mind.

6 The second thing is that this is a confidential  
7 settlement process. And so for your clients' sake, who may  
8 not be in court all the time, that means to the extent that I  
9 can settle the case, we will enter minutes that reflect the  
10 principal terms of the agreement.

11 If I can't settle the case, all that will be  
12 reflected in the public record is that we were unable to  
13 settle the case, and I will give no impressions of either the  
14 success or the likelihood of success on the merits to either  
15 the public or to Judge Krieger.

16 And so that's not my role in this case.

17 So that being said, does anyone have any updates  
18 before we start our work here?

19 MR. CONNOLLY: Nothing here, Your Honor.

20 THE COURT: Okay.

21 MR. RINGEL: Nothing for us, either, Your Honor.

22 THE COURT: So before I split you up and start  
23 talking to you individually, let me try to get on the record,  
24 and we can restrict it, although I think this is all going to  
25 be public if we are able to resolve it, what I think the

1 parties are, in fact, in agreement about.

2 (Record sealed from 1:04 p.m. until 4:41 p.m.)

3 THE COURT CLERK: All rise. Court is now in  
4 session.

5 THE COURT: Thank you. Please be seated.

6 We are back on the record on 18-cv-2867-MSK=NYW,  
7 Fort Collins Mennonite Fellowship, et al., versus The City of  
8 Fort Collins, et al.

9 I understand that the parties have reached a  
10 resolution on the non-monetary terms of the case.

11 And so my proposal, counsel, if you don't have a  
12 disagreement, is that I would put the material terms on the  
13 record and get an assent from each side as I go through, so  
14 the record is clear.

15 And then you all can continue negotiating with  
16 respect to the monetary terms.

17 Is that acceptable to you?

18 MR. CONNOLLY: Yes, Your Honor.

19 MR. RINGEL: Yes, Your Honor.

20 THE COURT: All right. So this is what my  
21 understanding of the parties' agreement is:

22 Subject to approval by the Fort Collins City  
23 Council, the parties agree that the City agrees to eliminate  
24 the requirement that a Fellowship representative be present  
25 during the operation hours of the locker program.

1           The locker program will extend from 6:00 a.m.  
2 until 9:00 p.m. for unsupervised access. Outside of those  
3 hours, a representative on-site can assist a client to access  
4 the lockers and open the secured barrier and re-secure the  
5 barrier. The anticipation is that the physical barrier at  
6 this point will be a metal bar.

7           Is that correct, Mr. Connolly?

8           MR. CONNOLLY: Yes, it is.

9           THE COURT: And is that correct, Mr. Ringel?

10          MR. RINGEL: Yes, that's correct.

11          THE COURT: All right. And in turn for the City  
12 eliminating the presence requirement, the Fellowship agrees  
13 to provide the City Zoning Department with 24/7 contact  
14 information of two Fellowship representatives. This  
15 information will include, for each representative, his or her  
16 name, a cell phone number with texting capabilities, an email  
17 address, and any home or work telephone numbers, and any work  
18 or home addresses.

19                 These Fellowship representatives will be persons  
20 to whom the Fellowship has granted authority to make  
21 decisions concerning the use of the lockers.

22                 If any of the contact -- I'm sorry. If any  
23 contact information for the Fellowship's representatives  
24 changes, the Fellowship will promptly notify the City Zoning  
25 Department of the changes, and update the signs if the change

1 is a posted cell phone number.

2 The Fellowship representative will not be a  
3 current participant in the locker program.

4 Is that accurate, Mr. Connolly?

5 MR. CONNOLLY: Yes, it is.

6 THE COURT: Mr. Ringel?

7 MR. RINGEL: Yes, Your Honor.

8 THE COURT: All right. The Fellowship agrees to  
9 post a sign at the entrance of the Fellowship's building and  
10 on the lockers, stating the cell phone numbers of the cell  
11 phone representatives, and the hours of operation of 6:00  
12 a.m. to 9:00 p.m. for unsupervised access.

13 And the signage will also include the language  
14 "unauthorized access to lockers is not permitted. Violators  
15 may be prosecuted."

16 Is that your understanding of the signage?

17 MR. CONNOLLY: Yes.

18 MR. RINGEL: Yes, Your Honor.

19 THE COURT: Okay. Then that same language,  
20 "unauthorized access to lockers is not permitted. Violators  
21 may be prosecuted," that same language will be reflected in a  
22 contract between the Fellowship, as well as the locker  
23 participants.

24 Is that your understanding?

25 MR. CONNOLLY: Yes, Your Honor.

1 THE COURT: Mr. Ringel?

2 MR. RINGEL: Yes, Your Honor.

3 THE COURT: Okay. Now, in terms of the  
4 unauthorized access to the lockers, to the extent that a  
5 citizen or the police believe that unauthorized access to the  
6 lockers is being attempted, the police will contact one or  
7 both of the Fellowship representatives within 30 minutes.

8 The Fellowship representatives will endeavor to  
9 return that phone call, or answer that phone call, within 30  
10 minutes. If the Fellowship representatives do not respond  
11 within a 30-minute time frame, then the police will simply  
12 proceed with the information that they have at that time.

13 Is that your understanding of that material term?

14 MR. CONNOLLY: Yes, it is, Your Honor.

15 MR. RINGEL: Yes, Your Honor.

16 THE COURT: Okay. The Fellowship will install a  
17 security camera at the location that provides a high quality  
18 and clear view of the lockers, and their numbers, and the  
19 users as they access the lockers.

20 The camera will be operated 24/7. Its video will  
21 be capable of being monitored in real time and retained for  
22 at least the past seven days of the camera's recording, and  
23 such video shall be accessible remotely by cell phone or over  
24 the internet.

25 Is that your understanding of that material term,



1 Mr. Connolly?

2 MR. CONNOLLY: Yes, Your Honor.

3 THE COURT: And, Mr. Ringel?

4 MR. RINGEL: Yes, Your Honor.

5 THE COURT: And then I think we've talked about  
6 this before, but the Fellowship will restrict locker access  
7 outside the operating hours by a physical or technological  
8 means of its choosing, and the means must be reasonably  
9 effective in denying users the ability to open their lockers  
10 during the non-operating hours.

11 MR. CONNOLLY: Yes, Your Honor.

12 MR. RINGEL: Yes, Your Honor, although my  
13 understanding is it was going to be a metal bar.

14 THE COURT: Right. That's the anticipation is  
15 that it will be a physical metal bar.

16 MR. CONNOLLY: Yes.

17 THE COURT: Okay. And then lastly, the amendments  
18 or the conditions become part of the minor amendments, so  
19 that these conditions become an amendment to the minor  
20 amendment of the land use provisions.

21 MR. CONNOLLY: Yes, Your Honor.

22 MR. RINGEL: Yes, that is correct, Your Honor.

23 THE COURT: All right. Did I miss any other  
24 material terms?

25 (Pause)

1 MR. CONNOLLY: Not to my knowledge, Your Honor.

2 MR. RINGEL: Not to my knowledge, other than to  
3 the extent that there is an ultimate global resolution, it  
4 would have to be dismissal of the lawsuit with prejudice.

5 But we will get to that when we get to that.

6 THE COURT: I assume that would be your  
7 anticipation that the lawsuit would get dismissed with  
8 prejudice?

9 MR. CONNOLLY: Yes, that is what we're aiming for.

10 THE COURT: Okay. All right. So my understanding  
11 is that you all will continue to engage in discussions with  
12 respect to the attorneys' fees.

13 To the extent that the Court can be of service to  
14 you with respect to that negotiation, please feel free to  
15 contact my Chambers informally, and just set up another ENE  
16 with respect to the attorneys' fees.

17 I'll also tell you, as I told you in the  
18 negotiations, that to the extent that you have issues  
19 negotiating the specific terms of the agreement or the land  
20 use provisions, that you need the Court's input on, I'm happy  
21 to help you resolve any issues with respect to that, as well,  
22 with the caveat that hopefully this would never happen, but  
23 to the caveat that I can't force you all to do anything and  
24 put myself in a position that I wouldn't be able to engage in  
25 a recommendation as to a motion to enforce.

1           But I'm happy to help you with the language, if  
2 you need it. Okay?

3           MR. CONNOLLY: Great.

4           THE COURT: All right. Anything further, counsel?

5           MR. RINGEL: Only, Your Honor, is the Court  
6 willing to entertain telephone calls on attorneys' fees, and  
7 things like that?

8           THE COURT: Absolutely.

9           MR. RINGEL: My guess is it wouldn't require us  
10 all to be here, that it may be your auspices by telephone  
11 might work.

12           THE COURT: I'm happy to do whatever helps get  
13 this across the finish line.

14           MR. RINGEL: Okay.

15           THE COURT: All right. Anything else from the  
16 Plaintiffs?

17           MR. CONNOLLY: Nothing. Thank you, Your Honor.

18           THE COURT: All right. Thank you very much.  
19 We'll be in recess.

20           THE COURT CLERK: All rise.

21                           (Time noted: 4:50 p.m.)

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CERTIFICATE

I, RANDEL RAISON, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, to the best of my ability.



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June 4, 2019

Randel Raison