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DEVELOPMENT - INDIANA

Hinterberger v. City of Indianapolis

United States Court of Appeals, Seventh Circuit - July 15, 2020 - F.3d - 2020 WL 3980690

Real estate developer and his companies sued city and others under § 1983 and state law for alleged harms arising from failed mixed-use development project for which they were unable to obtain public funding.

City moved for summary judgment. After rejecting plaintiffs' statement of facts for violating local rule governing summary judgment practice, the United States District Court for the Southern District of Indiana granted city's motion and subsequently directed entry of partial final judgment as to city. Plaintiffs appealed.

The Court of Appeals held that:

- The district court did not abuse its discretion in striking plaintiffs' statement of facts;
- Plaintiffs failed to establish their so-called class of one claim under the Equal Protection Clause of the Fourteenth Amendment; and
- Under Indiana law, plaintiffs failed to establish that city breached a nondisclosure agreement to which it was not a party.

District court did not abuse its discretion in striking statement of disputed material facts filed pursuant to local summary judgment rule by plaintiffs opposing summary judgment; although statement, which identified nine topical areas of allegedly disputed facts and from there explained those facts in paragraphs, looked to be compliant with local rule, statement misrepresented the evidence, contained inaccurate and misleading citations to the record, and presented improper and unsupported argument rather than materially disputed facts, and striking entire statement, rather than only the offending material, was not too harsh because requiring the district court to sift through improper denials and legal argument in search of a genuinely disputed fact would have defeated purpose of rule.

Real estate developer and his companies failed to establish so-called class of one claim brought against city under the Equal Protection Clause of the Fourteenth Amendment, arising from failed mixed-use development project for which they were unable to obtain public funding, absent evidence creating a trial issue on whether developer had been intentionally treated differently from others similarly situated when there was no rational basis for the difference in treatment, given city's un rebutted argument that it rationally treated other developers differently because they had better timing and met public-funding conditions.

Under Indiana law, real estate developer and his companies failed to establish claim against city for breach of nondisclosure agreement, signed by third party, to which city was not a party.