

Bond Case Briefs

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City of Middleton v. Coleman Homes, LLC

Supreme Court of Idaho, Moscow - April 2018 Term - May 18, 2018 - P.3d - 2018 WL 2271385

City brought action for declaratory relief against home developer and homeowners' association, seeking declaration that parties' impact fee agreement and parks dedication agreement were valid and enforceable.

After developer and homeowners' association amended their original answer and conceded validity of agreements, the District Court entered order declaring that agreements were valid and enforceable. Parties then filed cross-motions for summary judgment regarding amount of public access space developer and homeowners' association were responsible for under parks dedication agreement. The District Court ultimately ordered developer and homeowners' association to designate 12.8 acres of land as public access space and ruled that they were obligated to provide financial guarantee, if necessary, and found city to be the prevailing party and awarded city \$28,048.17 in attorney fees. Developer and homeowners' association appealed, and city cross-appealed.

The Supreme Court of Idaho held that:

- Trial court did not abuse its discretion by considering declaratory judgment in determining that city was prevailing party for purposes of rule providing that prevailing party was entitled to costs;
- Trial court did not abuse its discretion by failing to consider impact fees that city returned to developer and association when determining that city was prevailing party for purposes of rule entitling prevailing party to costs;
- Trial court did not abuse its discretion by failing to consider that developer and association were four separate entities when determining which party was prevailing party for purposes of rule entitling prevailing party to costs;
- Trial court's error, if any, in failing to consider that developer and association were four separate business entities was invited;
- Trial court did not clearly err by determining that judgment was entered on date when clerk placed filing stamp on judgment, not on date when judge signed judgment;
- Trial court did not clearly err by determining that city's petition for attorney fees and costs was served on date listed on certificate of service; and
- Trial court did not abuse its discretion by awarding city attorney fees.