

Bond Case Briefs

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Groveland Water and Sewer, District v. City of Blackfoot

Supreme Court of Idaho, Boise, January 2022 Term - March 3, 2022 - P.3d - 2022 WL 620634

Sewer district brought action against city, alleging that it violated sewer district's jurisdictional sovereignty by requiring individuals and entities located outside city limits but within sewer district to sign a "consent to annex" form in order for city to agree to connect them to sewer services, and seeking declaratory and injunctive relief as well as a finding of anticipatory breach of contract.

The Seventh Judicial District Court granted sewer district's request for preliminary injunction, entered summary judgment for sewer district on its anticipatory breach of contract claim, and denied city's motion to dismiss. City appealed.

The Supreme Court held that:

- City failed to provide adequate record for the Court to consider merits of its claims on appeal;
- Sewer district demonstrated an injury in fact sufficient to have standing to bring declaratory judgment claim;
- Sewer district established privity for standing to bring anticipatory breach claim;
- Sewer district was entitled to attorney fees and costs under terms of its contract with city; and
- Sewer district was entitled to statutory award of attorney fees for being the prevailing party on an appeal that was brought frivolously, unreasonably, or without foundation.