

SUMMARY STATEMENT

Groveland Water and Sewer District v. City of Blackfoot, Docket No. 48654

This is an appeal arising from a dispute over provisions in a written contract for sewer drainage and treatment services between Groveland Water and Sewer District (“GWSD”) and the City of Blackfoot (“City”). The dispute occurred when individuals or entities outside city limits but within the GWSD were required to sign a “consent to annex” form before the City would agree to connect them to sewer services. The dispute ultimately made its way to district court, where GWSD alleged the City’s requirement violated GWSD’s jurisdictional sovereignty under Idaho Code section 42-3212. GWSD’s complaint against the City sought: (1) a declaratory judgment, (2) a finding of anticipatory breach of contract; and (3) injunctive relief. On motions from the parties, the district court granted GWSD’s request for preliminary injunction and for partial summary judgment on the anticipatory breach claim. After further motions, the district court granted summary judgment to GWSD on the remaining claims. The City then appealed.

The Idaho Supreme Court affirmed the decision of the district court and held that GWSD had standing to bring its complaint. The Court held the record on appeal was inadequate to reach the merits of the City’s remaining claims. Finally, the Court awarded costs and attorney fees to GWSD under the contract and on the basis that the City’s pursued this appeal in a manner that was unreasonable and without foundation.

******This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.******