

MOSCOW, WEDNESDAY, APRIL 10, 2024, AT 10:00A.M.

IN THE SUPREME COURT OF THE STATE OF IDAHO

**BRENDA VON WANDRUSZKA and RAY)
VON WANDRUSZKA, Husband and Wife;)
and ROBERT R. DAVIS,)**

Plaintiff-Respondents,)

Docket No. 50471 / 50472

v.)

**CITY OF MOSCOW, WILLIAM)
LAMBERT, in his official capacity as Mayor)
of the City of Moscow; and SARAH L.)
BANKS, in her official capacity as Finance)
Director for the City of Moscow,)**

Defendants-Appellants.)

**BRENDA VON WANDRUSZKA and RAY)
VON WANDRUSZKA, Husband and Wife;)
and ROBERT R. DAVIS,)**

Plaintiff-Appellants,)

v.)

**CITY OF MOSCOW, WILLIAM)
LAMBERT, in his official capacity as Mayor)
of the City of Moscow; and SARAH L.)
BANKS, in her official capacity as Finance)
Director for the City of Moscow,)**

Defendants-Respondents.)

Appeals from the District Court of the Second Judicial District of the State of Idaho, Latah County. Jay P. Gaskill, District Judge.

Clark & Feeney, LLP, Lewiston for Respondents Brenda Von Wandruszka, Ray Von Wandruszka and Robert Davis in Docket No. 50471 and Appellants in Docket No. 50472.

Clements, Brown & McNichols, P.A., Lewiston, for Appellants City of Moscow, William Lambert and Sarah Banks in Docket No. 50471 and Respondents in Docket No. 50472.

Naylor & Hales, Boise, for Amicus City of Idaho City and International Municipal Lawyers Association.

This consolidated appeal arises from a summary judgment order regarding the City of Moscow's revised utility billing processes for water services. In 2021, the City passed a resolution that required property owners to sign a new agreement form for water services that would make property owners responsible for unpaid utilities regardless of whether the property was occupied by the owner or a tenant. Brenda and Ray von Wandruszka, with their business partner Robert R. Davis, own several properties within Moscow's city limits. They challenged the City's revised process in district court. Soon after, they signed new utility agreements under the threat of having their water shut off for noncompliance with the new resolution.

Davis and the von Wandruszkas argued before the district court that the City: (1) unlawfully modified and terminated existing utility agreements with tenants and property owners, (2) unlawfully require property owners to be liable for the water usage of tenants, and (3) forced Davis and the von Wandruszkas to sign new utility agreements under duress. The parties filed cross-motions for summary judgment. The district court granted the motions in part and denied them in part. The court concluded a city is not authorized to recover a tenant's unpaid utility charges from a property owner, and therefore granted the plaintiffs summary judgment with respect to contracts governing their rental properties. However, because the City was authorized to require owners to enter into a contract to pay for the water they consume, the City's motion for summary judgment was granted as concerns owner-occupied properties. The district court also determined that the utility agreements were voidable as they were signed under economic duress. Each party timely appealed the district court's order. The City has also raised standing for the first time on appeal, arguing that the plaintiffs lack both a particularized injury and an actual, justiciable case or controversy.