

# **Bond Case Briefs**

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## **IMMUNITY - TEXAS**

### **Hays Street Bridge Restoration Group v. City of San Antonio**

**Supreme Court of Texas - March 15, 2019 - S.W.3d - 2019 WL 1212578 - 62 Tex. Sup. Ct. J. 622**

Bridge restoration group brought action against city, seeking specific performance of city's alleged obligation to develop nearby land as a park in connection with bridge restoration project.

City filed a plea to the jurisdiction. The 73rd Judicial District Court denied the plea and subsequently rendered judgment on jury verdict for group. City appealed. The Court of Appeals reversed. Group petitioned for review.

The Supreme Court of Texas held that:

- City's postjudgment actions did not render case moot;
- City acted in governmental capacity when it entered memorandum of understanding (MOU) with group, and therefore city had immunity in first instance from action; but
- Local Government Contract Claims Act general waiver of immunity for adjudication of a breach of contract claim applied.

Provision of Local Government Contract Claims Act limiting total amount and type of damages that could be awarded against a local governmental entity did not foreclose bridge restoration group's action against city seeking specific performance of city's alleged obligation to develop certain land as park, and thus Act's general waiver of immunity for adjudication of a breach of contract claim applied to action; specific performance was an equitable remedy rather than an award of damages.