

Recent State Cases of Interest to Cities

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Texas City Attorneys Association – Summer Conference

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TML attorneys still writing my paper (with help from Skynet) . . .

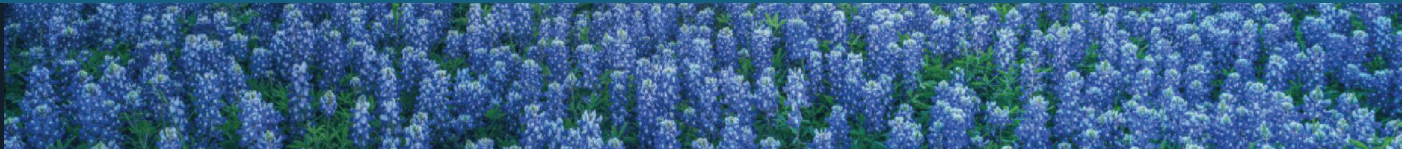


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Compiled Case Summary (2017-present)

Access to compiled city-related cases from 2017-present can be found [here](#).

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Governmental Immunity: Torts/Recreation

City of San Antonio v. Realme, No. 24-0864, 2026 WL 706013 (Tex. Mar. 13, 2026)

- Recreational Use State/Tort Claims Act
- Court of Appeals said that a Turkey Trot is not a recreational use

Supreme Court said:

“A community fun run is plainly a recreational activity. Its devotees participate for enjoyment, frivolity, and amusement. They seek diversion in an activity performed for its own sake to bring communities together in celebration. The San Antonio Turkey Trot, with its tradition of elaborate costumes and family-focused dynamic, is by nature playful—the whole point is to do something fun in the community on Thanksgiving. This whimsical, holiday-themed event is geared towards everyone regardless of athletic talent or fitness. It bears the hallmarks of recreation.”



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Governmental Immunity - Torts

Valerie Hall v. City of Jersey Village, 2025 WL 3768170 (Tex. App.—Houston [1st Dist.] Dec. 31, 2025)

- Tort Claims Act
 - Premises Liability
 - Golf Courses are inherently dangerous?
 - Motor-Driven Equipment/Use of Golf Clubs
 - Scope of Employment



“Mr. Thomas's job duties did not include playing golf. His duties never included hitting a golf ball or teaching golf to patrons of the Golf Course. Whether he played golf on his own time did not affect his evaluations or enhance his prospects for more pay, or prestige or the like.”

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Sign Regulation: Special Permits & Proper Parties

SignAd Ltd. v. City of Houston, No. 14-25-00039-CV, 2026 WL 1074320 (Tex. App.—Houston [14th Dist.] Apr. 21, 2026) (mem. op.)

- No New Billboards except when a sign must be moved for road construction (special permit for displaced sign)
- Special Permit is nonrenewable and lasts for 10 years
- Special permit needs to meet spacing requirements



1st Threadneedle displaced sign lasted 10 years, could not be renewed

2nd displaced sign could not be placed in same Threadneedle location because of spacing issues

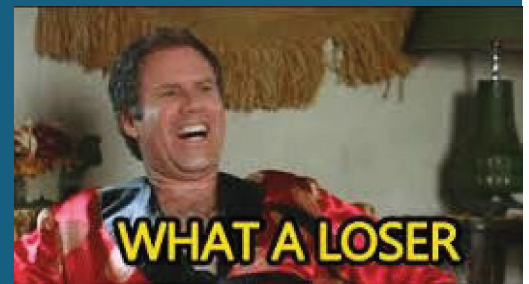
SignAd sued the City



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SignAd Ltd. v. City of Houston, No. 14-25-00039-CV, 2026 WL 1074320 (Tex. App.—Houston [14th Dist.] Apr. 21, 2026) (mem. op.)

- Ultra Vires Claim against City
Denied: Only works against city officials
- Death Star v. Ordinance
Denied: Texas Administrative Code gives specific authority for this type of sign regulation
- Timeliness of Houston's filings
Denied: Agreed to extensions and then complained about it
- Attorney's Fees
Denied: Trial Court was authorized to deny attorney's fees (also you lost so stop asking for attorney's fees)



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Public Information Act & Law Enforcement Exception

- Information generated during or soon after the shooting, including audio recordings (e.g., radio traffic, dispatch transmissions, and 911 calls), video recordings (e.g., footage from body cameras, police cruisers, and surveillance cameras located on and around the school), and written communications (e.g., emails and texts involving certain DPS employees and dispatch, communication, and call logs);
- post-shooting documentary materials, including various reports (e.g., incident, toxicology, ballistic, autopsy) and common investigation-related documents (e.g., notes and transcripts from interviews with responding law enforcement officers, timelines, search warrants, and evidence logs);
- details about DPS personnel and SWAT members who responded to the shooting or were assigned to the surrounding area, along with training issued on active-shooter situations; and
- records relating to an investigation into an alleged 2018 mass shooting plot at a Uvalde junior high and records for Uvalde CISD Police Chief Pete Arredondo and the gunman.

Tex. Dep't of Pub. Safety v. Tex. Tribune, No. 15-24-00010-CV, 2026 WL 628030 (Tex. App. [15th Dist.] Mar. 6, 2026)

THE REQUEST



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Tex. Dep't of Pub. Safety v. Tex. Tribune, No. 15-24-00010-CV, 2026 WL 628030 (Tex. App. [15th Dist.] Mar. 6, 2026)

- Law Enforcement Exception to the Public Information Act
- Some information was not yet created
- Trial Court held that they had to release all of the information

The News Organizations began making the PIA requests *mere days* after the mass shooting—when the investigation was in its earliest stages, before the relevant law enforcement authorities determined whether to charge any of the hundreds of persons on campus for acts related to the extraordinary loss of life, and before the relevant authorities determined whom to charge in the event that such prosecutions were warranted.



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Tex. Dep't of Pub. Safety v. Tex. Tribune, No. 15-24-00010-CV, 2026 WL 628030 (Tex. App. [15th Dist.] Mar. 6, 2026)

15th Court of Appeals held that the law enforcement exception can apply and further action in the Trial Court is warranted:

Sufficient that the law enforcement agency representatives stated that releasing the information would interfere with investigation/prosecution

- No heightened specificity is required
- Information would not be shielded forever



New Uvalde records reveal how school district changed course on supporting police chief

BY KEIT CHORCHILL, THE TEXAS TRIBUNE AND PROPUBLICA AND COLLEEN DESUZMAN, THE TEXAS TRIBUNE
UPDATED: OCT. 2, 2025
The details were revealed in more than 35,000 pages of records released after a yearlong legal fight by news outlets including ProPublica and The Texas Tribune.

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Public Information Act & Law Enforcement Exception

In Contrast to *Uvalde Consol. I.S.D., et. al. v. Texas Tribune, et al.*, 720 S.W.3d 466 (Tex. App. (15th Cir.) 2026).


“Here, neither the School District nor the County, in their summary judgment responses or appellate briefs, identify which specific categories of information they seek to withhold or explains how disclosure would interfere with any ongoing investigation.”

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Public Information Act: Deadline Calculation

TCEQ v. Paxton, No. 23-0244, 2026 WL 1041613 (Tex. Apr. 17, 2026)

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Monday	Tuesday	Wednesday	Thursday	Friday	Sat	Sun
1 PIR Rec'd	2 "Clarification" Email Sent and Response Rec'd	3	4 Holiday 	5 Agency Closed for Holiday	6	7
8	9	10	11	12	13	14
15	16	17 AG Op request placed in interagency mail	18. AG Op request rec'd by AG	19	20	21

Counting Days:

- Date request received does not count
- July 4th does not count
- Weekends do not count

If you count July 1st as date of receipt – July 16th not 17th



AG issued its “y’all-blew-the-deadline” Opinion in September – (quote from Opinion)

TCEQ argued that: (1) July 5th was also a TCEQ Holiday; (2) clarification on July 2nd extended the deadline; and (3) TCEQ placed its request in interagency mail on July 17th.

AG agreed they messed up in the Appellate Court, but Sierra Club continued the case.

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**Trial Court held that TCEQ missed their date.
Appellate Court affirmed.**

**Supreme Court of Texas held that in a similar fashion to the
NBA Finals – Best of 3:**

**Game 1: TCEQ Wins. Clarification extended deadline (even
though it was just asking if Sierra Club wanted confidential
information.**

**Game 2: TCEQ Wins (though scolded). Interagency mail was
timely.**

**Game 3: No Opinion. Did not need to decide whether July 5th was
a business day.**

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Authority to Sue

*Castillo v. Smith, 2026 WL 842972 (Tex. App.—Corpus
Christi-Edinburg March 26, 2026)*

- Chapter 25 – City Manager Form of Government
- City Manager sued city officials in his official capacity for Open Meetings Act violations and for subverting his authority with city employees (Ultra Vires)
- City Manager also argued that the attorney who the city officials hired was not authorized to represent them

Court of Appeals held that:

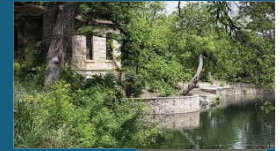
1. By suing in his official capacity he brought the city into the litigation;
2. Only the City Council can bring the city into litigation and so the city manager did not have standing to bring suit;
3. He also did not properly object to the city officials' counsel. (Former City Attorney represented the officials)



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Public Property and Religious Freedom

Perez v. City of San Antonio, No. 715 S.W.3d 709, 2025 WL 1675639
(Tex. June 13, 2025)



Certified Question from the U.S. Fifth Circuit Court of Appeals

Interpretation of the Texas Religious Services Clause:

This state or a political subdivision of this state may not enact, adopt, or issue a statute, order, proclamation, decision, or rule that prohibits or limits religious services, including religious services conducted in churches, congregations, and places of worship, in this state by a religious organization established to support and serve the propagation of a sincerely held religious belief.



GRANDMOTHERS
WISDOM

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TEXAS BAPTISTS



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“when the clause applies, its force is absolute and categorical, meaning it forbids governmental limitations on religious services regardless of the government's interest in the limitation or how tailored the limitation is to that interest, but (2) the scope of the clause's applicability is not unlimited. Without attempting to precisely or comprehensively define that scope today, we conclude it does not extend to the government's preservation and management of publicly owned lands.”

Provides a non-answer to the question.

Justice Sullivan dissents (quoting SNL)

Answering Certified Question is an Advisory Opinion



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Utilities: Texas Religious Freedom Act

Southern Montgomery Cnty. Mun. Util. Dist. v. Grace Community Church-The Woodlands, Inc., 2026 WL 827119 (Tex. App.—Beaumont Mar. 26, 2026)

- The church challenged "tap fees" charged by the utility district for water service, alleging they were unlawfully collected taxes disguised as fees.
- The church sought relief under the:
 - (a) Texas Religious Freedom Restoration Act (TRFRA);
 - (b) Section 1983;
 - (c) Common Law Refund of Taxes/Fees; and
 - (d) Uniform Declaratory Judgment Act.

Water Code – argued that District could charge an inflated Tap Fee since the Church didn't pay taxes.

Court allowed the claims under TRFRA, Section 1983, and Common Law Refund to continue. Court held that the Declaratory Judgment claim was invalid.

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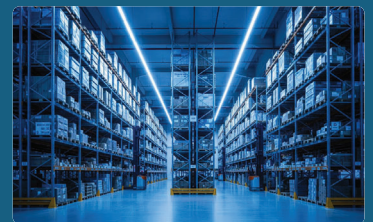
Employment: Disability Discrimination & Immunity

Univ. of Tex. at San Antonio v. Wilkerson, No. 13-24-00021-CV, 2026 WL 202566 (Tex. App.—Corpus Christi-Edinburg Jan. 26, 2026)

- Warehouse worker sued for disability discrimination for refusal of work from home for his PTSD;
- UTSA asserted sovereign immunity, arguing that the employee was not qualified and the requests were unreasonable.

Reasonable Accommodations:

1. Working from home is not a reasonable accommodation for a warehouse worker.
2. The University did look into alternate positions, but there were none that were open or would work.
3. Could not perform essential functions of the job.
4. No evidence of retaliation.



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Contracts & Governmental Immunity

Aransas County v. Western Steel Co. & T2J Partners, LLC, 2026 WL 691884 (Tex. App.—Corpus Christi-Edinburg Mar. 12, 2026)

Hurricane Harvey Damage – Regional Pool Alliance (RPA)

County hired RPA RPA hired General Contractor; GC hired Subcontractor

Did County waive its immunity under LGC for claims made by subcontractor?

Pertinent Facts:

No Payment Bond.

RPA was directed by contract to handle repairs itself (in lieu of paying for repairs separately)

County paid premiums to RPA.

County Commissioners never voted on being members of RPA.

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Aransas County v. Western Steel Co. & T2J Partners, LLC, 2026 WL 691884 (Tex. App.—Corpus Christi-Edinburg Mar. 12, 2026)

Hurricane Harvey Damage – Regional Pool Alliance (RPA)

Neither T2J (GC) nor Western Steel (Sub) were paid.

Court of Appeals held that:

County's immunity was waived because RPA was their agent.

Under Contracts Local Government Code; and

Under Payment Bond requirement.

Aransas Cnty. v. NorthStar Recovery Services Inc., 2026 WL 700009 (Tex. App.—Corpus Christi-Edinburg Mar. 12, 2026)

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Nuisance Abatement and Relocation Assistance

Richard Montellano v. Gina Ortiz Jones, et al., No. 04-25-00331-CV, 2026 WL 157128 (Tex. App.—San Antonio Jan. 21, 2026)

- House demolished by City because it was a nuisance
- Owner argued that the City should have had a relocation assistance program – Ultra Vires

Does a City have to have a relocation program when it demolishes a home?

Texas Property Code Section 21.046 – Relocation Assistance Program

Eminent Domain is the only method that relates to a Relocation Assistance Program – City has to take possession of the property to invoke a relocation assistance program



Photo by Jessica Phelps,
San Antonio Express-
News

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Purchasing: Procurement Procedures & Discovery

4 Families of Hobby, LLC v. City of Houston, 730 S.W.3d 641, 2026 WL 70833 (Tex. Jan. 9, 2026) (per curiam)

Continuing Saga of supplying concessions to Houston Hobby Airport

Question is whether bidding under Section 252.021 was required to hire concessionaires for the airport.

Discovery?

Supreme Court held that:

- (1) Contract provisions that required maintenance of utilities and facilities was sufficient to raise a fact issue of whether the expenditures under the contract could be more than \$50,000;
- (2) It does not matter that the City would have spent the funds with or without the contract;
- (3) Vague no expenditure clause insufficient to override other unambiguous provisions;
- (4) Jurisdictional Discovery is warranted.



Utilities: Regionalization & Wastewater Permits

Texas Commission on Environmental Quality v. City of Georgetown, No. 15-24-00132-CV, 2025 WL 3759799 (Tex. App.—15th Dist. Dec. 30, 2025) (mem. Op.)

- TCEQ issued a wastewater permit to a private entity to build a facility
 - City of Georgetown protested the Permit due to regionalization
 - Question is whether to uphold the TCEQ permit:
-
- **Regionalization Policy:** Substantial evidence supported the permit as TCEQ properly considered opportunity costs and economic feasibility.
 - **Environmental Standards:** The court found the permit protective of water quality, human health, and compliant with antidegradation policies.



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Recent State Cases: The Haiku

Texas Cities Rule
Be Careful with all Contracts
Police* Stop Speeding

*Puh-lease

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