TEXAS COURT OF APPEALS, THIRD DISTRICT, AT AUSTIN

NO. 03-15-00259-CV

Becky, Ltd., Appellant

v.

The City of Cedar Park, Stephen Thomas, Matt Powell, Corbin Van Arsdale, Lyle Grimes, Lowell Moore, Jon Lux, & Don Tracy, Appellees

FROM THE DISTRICT COURT OF TRAVIS COUNTY, 126TH JUDICIAL DISTRICT
NO. D-1-GN-14-001293, HONORABLE TIM SULAK, JUDGE PRESIDING

M E M O R A N D U M O P I N I O N

In five issues, appellant, Becky, Ltd., challenges the trial court's grant of a plea to the jurisdiction filed by appellees, the City of Cedar Park ("the City") and City Council members Stephen Thomas, Matt Powell, Mitch Fuller,[1] Lyle Grimes, Lowell Moore, Jon Lux, and Don Tracy (collectively, "the City Council members").[2] We will affirm the order of the trial court.

[1] Becky's live pleading included claims against City Council members Stephen Thomas, Matt Powell, Corbin Van Arsdale, Lyle Grimes, Lowell Moore, Jon Lux, and Don Tracy and stated that "the defendants are sued in their individual and official capacities for *ultra vires* acts." However, the trial court's order granting the plea to the jurisdiction dismissed Becky's claims against City Council members Stephen Thomas, Matt Powell, Mitch Fuller, Lyle Grimes, Lowell Moore, Jon Lux, and Don Tracy. Becky has clarified on appeal that it is not seeking relief against Van Arsdale or any other City Council member in his individual capacity and that the judgment included a misnomer of the parties after Corbin Van Arsdale replaced Mitch Fuller on City Council. Therefore, we have substituted Corbin Van Arsdale for Mitch Fuller pursuant to Rule 7.2 of the Texas Rules of Appellate Procedure.

[2] We will use the term "Appellees" to refer collectively to the City and the City Council members.

BACKGROUND

Becky owns a landlocked 13.49-acre tract of land in Cedar Park, Texas. Milestone Community Builders, Ltd. ("Milestone") sought to develop a 37.59-acre tract that is immediately adjacent to Becky's and is bordered on the opposite side by South Lakeline Boulevard, near its intersection with Old Mill Road.

On September 12, 2013, the City Council approved, pending review by the City Attorney, a Unified Development Agreement with Milestone ("the Agreement") in which Milestone agreed to dedicate to the City an approximately 1200-foot-long public right-of-way for the extension of Old Mill Road ("the Old Mill Road Extension").[3] Milestone also agreed to construct an approximately 714-foot-long portion of the Old Mill Road Extension ("Phase 1"). In exchange for Milestone's agreement to dedicate the right-of-way for the Old Mill Road Extension and construct Phase 1, the City agreed to approve a water quality and detention facility on a different property. The Agreement did not require Milestone to complete the construction of the remaining approximately 497 feet of the Old Mill Road Extension ("Phase 2").[4] Phase 2, once constructed, would extend Old Mill Road to Becky's tract of land.[5] On September 17, 2013, the City of Cedar Park's Planning and

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[3] The record suggests that Milestone does not actually own the tract at issue but rather is developing the tract. The plat filed for the tract shows the owner as Lakeline Fund, Ltd., and the Unified Development Agreement between Milestone and the City recites that Lakeline Fund agreed, in a separate contract with Milestone, that it would dedicate the right-of-way to the City. However, for simplicity, we will refer to Milestone as if it were the owner of the tract.

[4] The designation of the remaining portion of the right-of-way marked as "Phase 2" appears only on a map attached to the Agreement as Exhibit C.

[5] Becky's pleading notes that the City's "Planned Arterial and Collector Roadways Map" includes extending Old Mill Road from South Lakeline Boulevard through both Milestone's and Becky's tracts of land.

Zoning Commission approved Milestone's final plat for its proposed subdivision, which shows the right-of-way for the Old Mill Road Extension through Milestone's tract. The City, through its City Manager and after approval by the City Attorney, executed the Agreement on October 7, 2013. Milestone later provided letters of credit and a cost estimate for the development project to the Planning and Zoning Commission, and the final plat was recorded in the public records of Williamson County on October 30, 2013.

Becky brought suit in May 2014 against Milestone, the City, and the City Council members in their official capacities, challenging the validity of the Agreement and further seeking "a declaration construing [the City of Cedar Park Code of Ordinances § 12.01.001, *et seq*] and a declaration of its rights, status, and legal relations to Cedar Park as a result of the Agreement." Specifically, Becky sought the following declarations:

> • "of the proper construction and application of §§ 12.03.004(a) and (b), 12.03.006, and 12.15.003(c) and (d) of the City's Subdivision Ordinance in light of Tex. Local Gov't Code § 212.006, and the rights, status, and legal relationship of the parties under those ordinances with respect to the Agreement;"
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> • "that the Agreement is void because it is an *ultra vires* act of the City and is contrary to the terms, purpose, and policy under Chapter 212 of the Local Government Code and contrary to the terms, purpose, and policy expressly adopted in Cedar Park's Subdivision ordinance in reliance on Chapter 212;" and
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> • "vacating the final plat on Milestone's tract because construction of all subdivision improvements to the boundary of Milestone's tract were not completed on a timely basis as required by Cedar Park Subdivision Ordinance, which mandates expiration of the plat under such circumstances."

Appellees filed a plea to the jurisdiction on the grounds of governmental immunity, standing, ripeness, and mootness, and Milestone filed a similar plea to the jurisdiction based on standing,

ripeness, and mootness. The trial court granted Appellees' plea to the jurisdiction, without stating the grounds for its decision, and dismissed Becky's claims against Appellees. The trial court denied Milestone's plea to the jurisdiction and Becky's motion for new trial. Becky later severed its claims against Milestone, and this appeal followed.[6] The trial court abated Becky's claims against Milestone pending the outcome of this appeal.

STANDARD OF REVIEW

Governmental immunity from suit implicates courts' subject-matter jurisdiction. *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 160 (Tex. 2016). Thus, such immunity is properly raised in a plea to the jurisdiction. *Texas Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004). Because subject-matter jurisdiction is a question of law, we review a trial court's ruling on a plea to the jurisdiction de novo. *Klumb v. Houston Mun. Emps. Pension Sys.*, 458 S.W.3d 1, 8 (Tex. 2015). When a plea to the jurisdiction challenges the pleadings, we determine if the pleading party has alleged facts that affirmatively demonstrate the court's jurisdiction to hear the cause. *City of El Paso v. Heinrich*, 284 S.W.3d 366, 378 (Tex. 2009) (internal quotation marks omitted). We construe the pleadings liberally in favor of the pleading party and look to its intent. *Id.* Mere unsupported legal conclusions are insufficient. *See Creedmoor–Maha Water Supply Corp. v. Texas Comm'n on Envtl. Quality*, 307 S.W.3d 505, 515–16 & n.7 & 8 (Tex. App.—Austin 2010, no pet.). If the pleadings fail to allege sufficient facts to affirmatively demonstrate the trial court's jurisdiction but also fail to affirmatively demonstrate

[6] Becky initially filed its appeal prior to the severance but voluntarily dismissed the appeal as premature.

incurable defects in jurisdiction, the issue is one of pleading sufficiency, and the plaintiff should be afforded the opportunity to amend. *Miranda,* 133 S.W.3d at 226–27. If, on the other hand, the pleadings affirmatively negate the existence of jurisdiction, then a plea to the jurisdiction may be granted without allowing the plaintiff an opportunity to amend. *Id.* at 227.

DISCUSSION

In five issues, Becky challenges the trial court's order granting of Appellees' plea to the jurisdiction. Becky first asserts that it properly pled *ultra vires* acts by the City Council members so governmental immunity does not apply. Next, Becky asserts that the Uniform Declaratory Judgment Act (UDJA) waives the governmental immunity of the City for its claims because it is seeking construction of a municipal ordinance and statute. In its third, fourth, and fifth issues, Becky asserts that it has standing to challenge the Development Agreement, that its claims are ripe, and that its claims are not moot.

***Ultra Vires* Claims**

In its first issue, Becky contends that it properly invoked the trial court's jurisdiction by pleading that the City Council members engaged in *ultra vires* acts when they approved the Unified Development Agreement with Milestone. Becky asserts that by approving the terms of the Agreement, the City Council members "waived" Milestone's obligation to comply with the City's Subdivision Ordinance, *see* City of Cedar Park Code of Ordinances §§ 12.01.001–12.23.001, and thereby usurped the authority of the City's Planning and Zoning Commission to grant variances to the Subdivision Ordinance. Specifically, Becky complains that the City Council members impliedly

waived the one-year completion requirement found in section 12.15.003(b) because it did not include a completion deadline for Phase 1 of the Old Mill Road Extension and did not require Milestone to construct Phase 2 of the Old Mill Road Extension at all. Becky seeks a declaration that this alleged *ultra vires* act renders the Agreement void based on its assertion that the authority to grant a variance to the Subdivision Ordinance is vested exclusively in the Planning and Zoning Commission. Becky further contends that because the entire Old Mill Road Extension was not constructed within one year of plat approval, Milestone's plat expired under section 12.15.003(d). In response, Appellees assert that section 16.02.005 is the applicable ordinance. According to Appellees, section 16.02.005, which is part of the City's "Reserved Right-of-Way Regulations," *see id.* §§16.02.001–16.02.011, gives the City (and therefore the City Council) discretion to determine whether to require construction of roadway improvements after dedication of a right-of-way. Appellees further state that, even if the City Council members acted *ultra vires* in approving the Agreement, Becky seeks impermissible retrospective relief.

Although governmental immunity generally protects government officials who are acting in their official capacity, governmental immunity does not apply when a government official acts outside his authority. *See Houston Belt*, 487 S.W.3d at 157–58; *Texas Parks & Wildlife Dep't v. Sawyer Trust*, 354 S.W.3d 384, 393 (Tex. 2011). "'To fall within this *ultra vires* exception,' however, 'a suit must not complain of a government officer's exercise of discretion, but rather must allege, and ultimately prove, that the officer acted without legal authority or failed to perform a purely ministerial act.'" *Houston Belt*, 487 S.W.3d at 161. To determine whether a party has asserted a valid *ultra vires* claim, we must construe the relevant statutory provisions, apply them to the facts

as alleged in the pleadings, and determine whether those facts constitute acts beyond the official's authority or establish a failure to perform a purely ministerial act. *See Texas Dep't of Transp. v. Sunset Transp., Inc.*, 357 S.W.3d 691, 701–02 (Tex. App.—Austin 2011, no pet.).

We apply rules of statutory construction to construe municipal ordinances. *Houston Belt*, 487 S.W.3d at 164 (citing *Board of Adjustment v. Wende*, 92 S.W.3d 424, 430 (Tex. 2002)). Our primary objective in construing the ordinance is to ascertain and give effect to the enacting body's intent. *Id.* (citing *TGS–NOPEC Geophysical Co. v. Combs*, 340 S.W.3d 432, 439 (Tex. 2011)). To determine such intent, we begin with the plain and ordinary meaning of the ordinance's words, using any definitions provided by the enacting body. *See Texas Mut. Ins. Co. v. Ruttiger*, 381 S.W.3d 430, 452 (Tex. 2012). We read the ordinance as a whole, presuming the enacting body purposefully included each word, *In re M.N.*, 262 S.W.3d 799, 802 (Tex. 2008), and construing the ordinance to avoid rendering any word or provision meaningless. *Kallinen v. City of Houston*, 462 S.W.3d 25, 28 (Tex. 2015) (per curiam). When clear, the text is determinative of the enacting body's intent unless the plain meaning produces an absurd result. *Ruttiger*, 381 S.W.3d at 452.

Relevant Ordinances

The facts underlying the case are undisputed. The City Council approved the Agreement with Milestone for the dedication of a right-of-way and construction of Phase 1 of the Old Mill Road Extension. Milestone also separately applied for a plat, and the Planning and Zoning Commission approved Milestone's final plat. Appellant does not dispute that the City Council has the general authority to approve agreements on behalf of the City, and Appellees do not dispute that the Planning and Zoning Commission has the authority to approve plats under the Subdivision

Ordinance. Instead, the dispute centers on whether the City Council members, by approving the specific terms of the Agreement, impinged on the Planning and Zoning Commission's authority to grant variances to the requirements of the Subdivision Ordinance.

The Agreement between the City and Milestone concerns the public right-of-way for the Old Mill Road Extension and does not directly address the platting process for Milestone's planned development. There is only a brief mention of the development project Milestone planned for the tract in the Agreement, and the terms state that the approval of the construction plans for Phase 1 of the right-of-way was not a condition precedent to Milestone proceeding with its construction of the subdivision development. The terms of the Agreement state that Milestone dedicates the right-of-way across its tract and that the right-of-way will "be owned, operated, and maintained by the City upon completion and acceptance by the City." The Agreement also states that Milestone "shall commence and diligently pursue to completion the design, permitting and construction of 'Phase 1' of the Old Mill Road Extension in compliance with all applicable governmental requirements pursuant to construction plans approved by the City." The Agreement does not include specific mention of Phase 2 or its construction, but it does state that "[t]he City acknowledges and agrees that, except as expressly set forth in this Agreement, Milestone shall have no obligation whatsoever to dedicate or construct any street, road, turn lane improvements or other right-of-way within or serving the Property, nor any improvements related thereto."

The Subdivision Ordinance relied on by Becky expressly states that its provisions do not apply to the "acquisition of public right-of-way or public land by the state, county, or city." City of Cedar Park Code of Ordinances § 12.02.002(a)(4). The Agreement falls squarely within that

exception. Although the City of Cedar Park Code of Ordinances does not define "acquisition," Black's Law Dictionary defines "acquisition" as "1. The gaining of possession or control over something. 2. Something acquired." *Acquisition*, *Black's Law Dictionary* (10th ed. 2014). Furthermore, under Chapter 273 of the Local Government Code, which governs "Acquisition of Property for Public Purposes by Municipalities, Counties, and Other Local Governments," a city "acquire[s]" property for public use "by gift, *dedication*, or purchase, with or without condemnation." Tex. Loc. Gov't Code § 273.001(a) (emphasis added). Giving the words their plain meaning, the Agreement approved by the City Council is an "acquisition of public right-of way" because, through the Agreement, the City gained ownership of and accepted responsibility to operate and maintain the Old Mill Road Extension after its construction. This interpretation is consistent with Chapter 212.011 of the Texas Local Government Code, which states that "approval of a plat is not considered an acceptance of any proposed dedication and does not impose on the municipality any duty regarding the maintenance or improvement of any dedicated parts until the appropriate municipal authorities make an actual appropriation of the dedicated parts by entry, use, or improvement." The acquisition of a public right-of-way, which the City agrees to operate and maintain, implicates not just city roadway planning, but budgetary and other functions of the municipality, over which the City Council has authority. Because the Agreement constitutes an "acquisition of public right-of-way," the Subdivision Ordinance (and thus its one-year completion

requirement) does not apply and cannot limit the City Council members' authority to approve the Agreement relating to the right-of-way.[7]

Limits of the City Council's Authority under Chapter 16

In order to determine whether the facts alleged by Becky affirmatively negate jurisdiction, we must address whether the City Council members acted within their discretion under the Reserved Right-of-Way Regulations to require construction of only Phase 1 of the Old Mill Road Extension as opposed to the entire length of the right-of-way. *See Miranda,* 133 S.W.3d at 227 (remand is appropriate if facts do not affirmatively negate jurisdiction). Appellees assert in their brief that Section 16.02.005(d) gives the City Council discretion to determine if construction of roadway improvements is required after the dedication of a right-of-way. Becky responds that the section mandates that the City choose to *either* require construction *or* to assess costs on the developer, but it cannot opt out completely. Becky further asserts that, even if neither construction nor the assessment of costs is required, the Planning and Zoning Commission is the appropriate authority to make such a determination. We disagree.

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[7] Additionally, even if the Subdivision Ordinance were to be applicable to the Milestone Agreement, the express language of the Agreement shows that the City Council did not authorize a variance or waiver of the requirements of the Subdivision Ordinance. Paragraph 3 of the Agreement states that Milestone "shall commence and diligently pursue to completion the design, permitting, and construction of 'Phase 1' of the Old Mill Road Extension *in compliance with all applicable governmental requirements* pursuant to construction plans approved by the City." Despite Appellant's contention that the City Council members impliedly waived the one-year completion requirements by failing to include a time frame for construction, the language of the Agreement does not support such an interpretation.

Section 16.02.005(d) states that "in addition to the dedication of right-of-way, the city may require the construction of a roadway improvement or may assess a fee instead of requiring construction of a roadway improvement to offset the traffic effects generated by a proposed development." City of Cedar Park Code of Ordinances § 16.02.005(d). This ordinance states that the City *may* require construction or, as an alternative, *may* impose costs of construction on the developer. We construe this language to allow the City the discretion to choose to require construction or costs to the extent necessary to offset traffic effects generated. Becky asserts that the City must choose *either* construction or costs, but there is no either/or requirement in the text of the statute. Furthermore, even if we were to construe the statute to require the City to impose either construction or costs as suggested by Becky, the statute still allows the City discretion to determine what is necessary to offset traffic effects generated by the development. The City, through the Agreement, *did* impose construction requirements on Milestone. Nothing in the ordinance requires that the City require construction of the full length of the dedicated right-of-way.

As to Becky's next contention that the Planning and Zoning Commission is the proper entity to make a determination under this section, we find no support for such an assertion in the ordinances. Under the Cedar Park Code of Ordinances, "the purpose and objective of the Planning & Zoning Commission is to act as an advisory board of the City Council in matters relating to Chapter 11, Zoning Ordinance. The Commission may also act as an advisory board to the City Council in matters relating to public improvements, city planning and the physical development of the City. Additionally, the Commission will administer Chapter 12, Subdivision Ordinance." *Id.* § 11.10.022. The administration of Chapter 16 is not specifically delegated to the Planning and

Zoning Commission. And, outside of administering Chapter 12, the Planning and Zoning Commission is to serve only as "an advisory board to the City Council in matters relating to public improvements, city planning and the physical development of the City." Accordingly, under section 16.02.005(d), the City Council is the authority vested with the authority to act on behalf of the City, rather than the Planning and Zoning Commission, and the City Council was acting within its authority approving the terms of the Agreement with Milestone.

Based on the foregoing discussion, we conclude that the pleadings affirmatively negate jurisdiction over Becky's claims, and thus the trial court properly dismissed Becky's *ultra vires* claims against the City Council members.[8] *See Miranda,* 133 S.W.3d at 227. We overrule Becky's first issue.

UDJA Statutory Interpretation Claims

In its second issue, Appellant contends that the trial court erred in granting Appellees' plea to the jurisdiction because the UDJA waives sovereign immunity for claims seeking "interpretation" of a municipal ordinance and the Texas Local Government Code "with respect to" the Agreement. The UDJA provides that "[a] person . . . whose rights, status, or other legal relations are affected by a . . . municipal ordinance . . . may have determined any question of construction or

[8] In addition to challenging the Agreement as an *ultra vires* act of the City Council, Becky's live pleading also includes a request for a declaration "that the Agreement is void because it is an *ultra vires* act of the City . . . ." To the extent this requested declaration seeks such a remedy against the City itself, as opposed to the City Council members, the trial court properly dismissed for lack of jurisdiction because *ultra vires* actions cannot be brought against a governmental entity. *See City of El Paso v. Heinrich*, 284 S.W.3d 366, 373 (Tex. 2009) (holding *ultra vires* suits cannot be brought against the state, which retains immunity, but must be brought against the state actors in their official capacity).

validity arising under the . . . municipal ordinance . . . and obtain a declaration of rights, status, or other legal relations thereunder." Tex. Civ. Prac. & Rem. Code § 37.004(a). A municipality must be made a party "in any proceeding that involves the validity of a municipal ordinance or franchise." *Id.* § 37.006(b). However, the Texas Supreme Court has explained that "the UDJA does not enlarge the trial court's jurisdiction but is 'merely a procedural device for deciding cases already within a court's jurisdiction.'" *Texas Dep't of Transp. v. Sefzik*, 355 S.W.3d 618, 621–22 (Tex. 2011) (per curiam) (quoting *Sawyer Trust*, 354 S.W.3d at 388); *see also Strayhorn v. Raytheon E–Sys., Inc.*, 101 S.W.3d 558, 572 (Tex. App.—Austin 2003, pet. denied) ("To establish jurisdiction under the UDJA, a party must plead the existence of an 'underlying controversy' within the scope of section 37.004 of the Civil Practice and Remedies Code."). Accordingly, the UDJA "is not a general waiver of sovereign immunity." *Sawyer Trust*, 354 S.W.3d at 388; *see Heinrich*, 284 S.W.3d at 370–71 (noting that UDJA is not general waiver of sovereign immunity and that "litigant's request for declaratory relief does not alter a suit's underlying nature"). Instead, the UDJA only "waives sovereign immunity in particular cases." *Sefzik*, 355 S.W.3d at 622. "For example, the state may be a proper party to a declaratory judgment action that challenges the validity of a statute." *Id.* However, "the UDJA does not waive the state's sovereign immunity when the plaintiff seeks a declaration of his or her rights under a statute or other law." *Id.* at 621.

Appellant's live pleading requests that the trial court make the following declarations:

> • "of the proper construction and application of §§ 12.03.004(a) and (b), 12.03.006, and 12.15.003(c) and (d) of the City's Subdivision Ordinance in light of Tex. Local Gov't Code § 212.006, and the rights, status, and legal relationship of the parties under those ordinances with respect to the Agreement;"

> • "that the Agreement is void because it is an *ultra vires* act of the City and is contrary to the terms, purpose, and policy under Chapter 212 of the Local Government Code and contrary to the terms, purpose, and policy expressly adopted in Cedar Park's Subdivision ordinance in reliance on Chapter 212;" and
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> • "vacating the final plat on Milestone's tract because construction of all subdivision improvements to the boundary of Milestone's tract were not completed on a timely basis as required by Cedar Park Subdivision Ordinance, which mandates expiration of the plat under such circumstances."

None of these requested declarations concern the *validity* of the ordinances so as to waive Appellees' sovereign immunity. *See* Tex. Civ. Prac. & Rem. Code § 37.006(b). Instead, Becky relies on the validity of those exact ordinances to support its challenges to the Agreement, asking the trial court to declare that the ordinances require invalidation of the Agreement and vacation of Milestone's plat. Like the plaintiff in *Sefzik*, Becky is seeking a declaration of rights and challenging the City's actions under the ordinances, not challenging their validity. 355 S.W.3d at 622; *see also Heinrich*, 284 S.W.3d at 373 n.6 (distinguishing claims challenging validity of statute and those challenging state's actions under statute).

Becky relies on *Texas Lottery Comm'n v. First State Bank of DeQueen*, 325 S.W.3d 628, 634–35 (Tex. 2010) and *Heinrich*, 284 S.W.3d at 373 n.6 to support its assertion that the UDJA waives sovereign immunity for claims seeking "interpretation" of a statute or ordinance. However, *DeQueen* does not authorize all lawsuits against governmental entities that merely seek an interpretation of a statute or ordinance. Rather, *DeQueen* holds that jurisdiction exists over claims challenging the validity of a statute. *DeQueen*, 325 S.W.3d at 633–34. Furthermore, as discussed above, the Texas Supreme Court has since clarified that the UDJA does not waive immunity when a plaintiff is seeking a declaration of rights under a statute or challenging

a governmental entity's actions under a statute or ordinance. *See Sefzik*, 355 S.W.3d at 622; *see also Heinrich*, 284 S.W.3d at 373 n.6. As we discussed in *Ex Parte Springsteen*,

> [i]t is true that the UDJA generally authorizes claimants "whose rights, status, or other legal relations are affected by a statute" to "have determined any question of construction or validity arising under the ... statute ... and obtain a declaration of rights, status, or other legal relations thereunder." But this authorization is not a grant of jurisdiction to entertain such a claim—as the Texas Supreme Court has instructed us, the UDJA generally "does not enlarge the trial court's jurisdiction but is 'merely a procedural device for deciding cases already within a court's jurisdiction.'" . . . And as the high court has clarified in recent years, the UDJA's sole feature that can impact trial-court jurisdiction to entertain a substantive claim is the statute's implied limited waiver of sovereign or governmental immunity that permits claims challenging the validity of ordinances or statutes. It has squarely repudiated the once-widespread notion that the UDJA confers some broader right to sue government to obtain "statutory construction" or a "declaration of rights."

506 S.W.3d 789, 792 (Tex. App.—Austin 2016, pet. filed) (footnotes omitted).

Based on *Sefzik* and this Court's decisions since *Sefzik*, we must conclude that the UDJA does not waive Appellees' sovereign immunity for such "interpretation" claims. 355 S.W.3d at 622; *see McLane Co. v. Texas Alcoholic Beverage Comm'n*, — S.W.3d —, —, No. 03-16-00415-CV, 2017 WL 474067, at *3–4 (Tex. App.—Austin Feb. 1, 2017, pet. filed) ("A party generally cannot use the UDJA as a vehicle to bring statutory-construction claims that would otherwise be barred by sovereign immunity."); *Ex parte Springsteen*, 506 S.W.3d at 792; *Texas Educ. Agency v. American YouthWorks, Inc.*, 496 S.W.3d 244, 265 (Tex. App.—Austin 2016, pet. filed) (holding that "the Charter Holders' [UDJA] claims requesting statutory construction and a declaration of rights are barred by sovereign immunity"). Until the legislature or the Texas Supreme Court declares that the UDJA expressly waives sovereign immunity for such claims, we will not

infer a "broader right to sue government to obtain 'statutory construction.'" *McLane*, 2017 WL 474067 at *4 (quoting *Ex parte Springsteen*, 506 S.W.3d at 798).

We hold that the trial court did not err in granting Appellees' plea to the jurisdiction on Becky's UDJA claims against Appellees. Accordingly, we overrule Becky's second issue.

CONCLUSION

Having overruled Becky's first two issues, we affirm the trial court's order granting Appellees' plea to the jurisdiction. Because we affirm the trial court's order on governmental immunity grounds, we need not reach Becky's remaining issues, which challenge the court's order on standing, ripeness, and mootness grounds.[9]

Cindy Olson Bourland, Justice

Before Justices Puryear, Goodwin, and Bourland

Affirmed

Filed: May 19, 2017

[9] Because we have substituted Corbin Van Arsdale for Mitch Fuller as a party under Texas Rule of Appellate Procedure 7.2, we dismiss as moot Becky's Motion to Correct Misnomer, or Alternatively, to Direct Trial Court to Remedy the Error.