



1

The image shows the Hyde Kelley logo in the top right corner. Below it, the text "ATTORNEYS AND COUNSELORS AT LAW" is written. The main content is centered and includes the following text: "George Hyde, Managing Partner, Presenting:", "Ethics Commission Form 1295 Certificate of Interested Parties", "*In light of Legacy Hutto, LLC v. City of Hutto, Texas*", and "*& City of Hutto v. Wolverine Interests, LLC*". Below this is the phrase "**A lesson and shift in Texas local government contracting.**". At the bottom, there is a banner with the year "2023" in orange, the text "LAND USE FUNDAMENTALS" in white on a blue background, and logos for "UT LAW CLE", "THE UNIVERSITY OF TEXAS", and "TEXAS LAW". To the right of these logos, it says "27TH ANNUAL LAND USE CONFERENCE". The background features a faint, abstract geometric pattern of overlapping lines.

2

NO LEGAL ADVICE OR ATTORNEY-CLIENT RELATIONSHIP

The materials and information provided at and for this conference have been prepared by Hyde Kelley LLP for educational and informational purposes only and are not legal advice or a substitute for legal counsel. This information is not intended to create, and receipt of it does not constitute, an attorney-client relationship. You should not rely or act upon this information without seeking professional counsel.

While we would like to hear from you, we cannot represent you until we know that doing so will not create a conflict of interest legally or otherwise. Do not send us any confidential information until you speak with one of our attorneys and receive our authorization to send that information to us. Hyde Kelley LLP is under no duty of confidentiality to persons who send unsolicited any information by any means to our firm, its lawyers or staff.



Voice: 512-686-0700

Web: www.txlocalgovlaw.com

Email: info@txlocalgovlaw.com

2023

LAND USE FUNDAMENTALS

UT LAW

CLE

THE UNIVERSITY OF TEXAS

TEXAS LAW

27TH ANNUAL

LAND USE CONFERENCE

3



“BREAKING THE LAW, BREAKING THE LAW...”

“A contract made in violation of a statute is illegal. Estoppel and ratification doctrines will not make void contracts enforceable. Thus, we conclude that [the city] is not estopped from asserting the voidness of the contract and cannot ratify the void contract by accepting performance under it.”

City of Denton v. Mun. Admin. Services, Inc., 59 S.W.3d 764, 769–70 (Tex. App.—Fort Worth 2001, no pet.) (internal citations omitted).

2023

LAND USE FUNDAMENTALS

UT LAW

CLE

THE UNIVERSITY OF TEXAS

TEXAS LAW

27TH ANNUAL

LAND USE CONFERENCE

4

CONTRACTING WITH LOCAL GOVERNMENT = PERILOUS

“When a party contracts with a political subdivision of the state, the **burden is on the contracting party to ensure that the contract is valid and that the governmental entity has complied with all applicable laws governing contract approval and if they do not, they proceed at their own peril.**”

Richmond Printing v. Port of Houston Auth., 996 S.W.2d 220, 224 (Tex. App.—Houston [14th Dist.] 1999, no pet.) (party that contracts with governmental entity has duty to verify all statutory requirements are met; party that commences work without doing so “does so at its own peril”); *Bd. of Adjustment for City of San Antonio v. E. Cent. E. Cent. Indep. Sch. Dist.*, 04-14-00341-CV, 2015 WL 1244665, at *5 (Tex. App.—San Antonio Mar. 18, 2015, pet. denied) (property owner charged with notice provisions of ordinance and relies “at its own peril” on unauthorized actions of building inspector).

2023

LAND USE FUNDAMENTALS

UT LAW

CLE

THE UNIVERSITY OF TEXAS

TEXAS LAW

27TH ANNUAL

LAND USE CONFERENCE

5

DELEGATION DO'S AND DON'T

“A city's governing body **may not delegate the right to make decisions affecting** the transaction of city business.”

City of San Benito v. Rio Grande Valley Gas Co., 109 S.W.3d 750, 757 (Tex. 2003).

Cities **may delegate** to others “**the right to perform acts and duties necessary to the transaction of the city's business,**” but only by “resolution or ordinance, by majority vote.” *Id.*

2023

LAND USE FUNDAMENTALS

UT LAW

CLE

THE UNIVERSITY OF TEXAS

TEXAS LAW

27TH ANNUAL

LAND USE CONFERENCE

6

Find the full text of this and thousands of other resources from leading experts in dozens of legal practice areas in the [UT Law CLE eLibrary \(utcle.org/elibrary\)](https://utcle.org/elibrary)

Title search: Ethics Commission Form 1295 Certificate of Interested Parties in light of *Legacy Hutto, LLC v. City of Hutto, Texas & City of Hutto v. Wolverine Interests, LLC*: A Lesson and Shift in Texas Local Government Contracting.

Also available as part of the eCourse

[2023 Land Use eConference](#)

First appeared as part of the conference materials for the 27th Annual Land Use Conference session

"Ethics Commission Form 1295 Certificate of Interested Parties in light of *Legacy Hutto, LLC v. City of Hutto, Texas & City of Hutto v. Wolverine Interests, LLC*: A Lesson and Shift in Texas Local Government Contracting."