



1

The slide features a background of overlapping, thin black lines forming various geometric shapes. In the top right corner, the Hyde Kelley logo is present, with the text "HYDE" to the left and "KELLEY" to the right of a stylized star. Below the logo, it says "ATTORNEYS AND COUNSELORS AT LAW". The main text of the slide is centered and reads: "George Hyde, Managing Partner, Presenting:
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." At the bottom of the slide, there is a dark blue horizontal bar. On the left side of this bar, the year "2023" is written in orange, followed by "LAND USE FUNDAMENTALS" in white. To the right of this bar, there are four logos: "UT LAW" in orange, "CLE" in blue, "THE UNIVERSITY OF TEXAS" in purple, and "TEXAS LAW" in orange. Below these logos, the text "27TH ANNUAL LAND USE CONFERENCE" is displayed in white.

2

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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).

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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).

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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.*

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6

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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

[A Lesson and Shift in Texas Local Government Contracting: Ethics Commission Form 1295](#)

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