

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.

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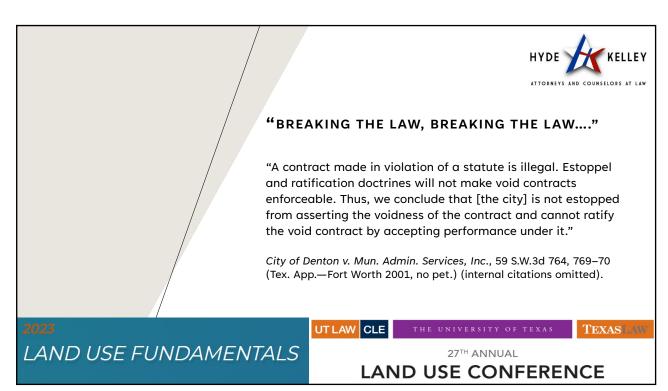
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CONTRACTING WITH LOCAL GOVERNMENT = PERILOUS

"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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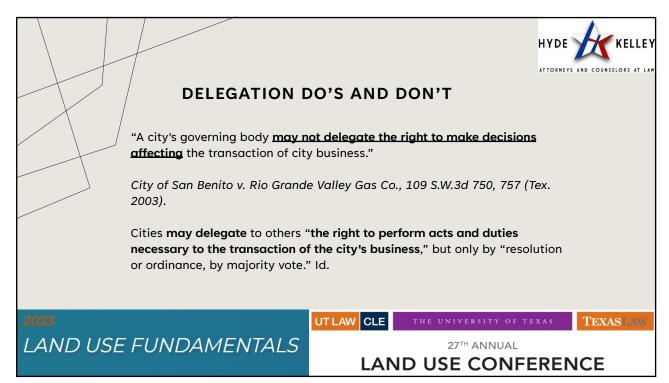
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Also available as part of the eCourse 2023 Land Use eConference

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