



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

November 3, 2015

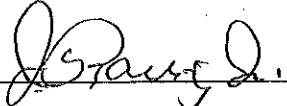
Jose Ramirez, Jr.  
PO Box 68  
Penitas, Texas 78578

via-email: jramirez668@yahoo.com

**Re: *Renewal/Extension Notice for Contract# C-14-377-10-14-Lease of Land-Penitas Landfill-Pct 3***

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for a **one (1) year period** as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice, as, it will be placed on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and return to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us)

By: 

Date: 11-5-15

***Additionally, we are requesting that your company provides an "Updated Certificate of Insurance" as required by and through Hidalgo County's Request for Sealed (Bids, Quotes, Proposals, and Statements of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,  
  
**Rocio Villarreal, Contracts Manager**  
Hidalgo County Purchasing Department

xc: file



for an additional one (1) year. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

#### **Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

#### **Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

#### **Lessor's Warranty of Quiet Enjoyment**

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person

claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

1.6 Upon the expiration or termination of this Lease, or upon receipt of notice from any applicable regulatory authority that the landfill operated by Lessee on the Premises must be closed, the term of this Lease shall be automatically extended for the time necessary for Lessee to complete all applicable statutory or regulatory requirements necessary to close the landfill (the "Closure Term"). Rent at the then-current rates shall continue during the Closure Term. Upon written notification to Lessee that all closure requirements have been met by Lessee, the Closure Term shall terminate. Upon the expiration of the Closure Term, Lessee shall deliver the Premises to Lessor in its then-current condition. Following the expiration of the Closure Term, Lessee and all applicable regulatory authorities shall continue to have periodic access, at all times required by such authorities, to the Premises for the purposes of conducting monitoring studies of the closed landfill, as required by applicable laws and regulations.

## **ARTICLE 2. RENT**

### **Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of Nine Thousand and no/100ths dollars (\$9,000.00) per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### **Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in

advance, on the 1<sup>st</sup> business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at PO Box 68, Penitas, Texas 78576 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

**ARTICLE 3. USE OF PREMISES**

**Permitted Use**

3.1 Lessee may use the premises for landfill purpose only.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

**ARTICLE 4.**

**INTENTIONALLY OMITTED**

**ARTICLE 5.**

**INTENTIONALLY OMITTED**

**ARTICLE 6.**

**ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

**Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

## **ARTICLE 7. SIGNS**

### **Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## **ARTICLE 8. MECHANIC'S LIEN**

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## **ARTICLE 9. INSURANCE AND INDEMNITY**

### **General Liability Insurance**

9.1 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence

of such insurance.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

## **ARTICLE 11. CONDEMNATION**

### **Total Condemnation**

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### **Partial Condemnation**

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after

possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

#### **Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

### **ARTICLE 12. DEFAULT**

#### **Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with

reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

### **Cumulative Remedies**

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

### **Waiver of Breach**

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## **ARTICLE 13.**

### **ASSIGNMENT AND SUBLETTING**

#### **Assignment and Subletting by Lessee**

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every

obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

**Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

**ARTICLE 14. MISCELLANEOUS**

**Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Mr. Jose Ramirez, Jr.  
PO Box 68  
Penitas, Texas 78578

Lessee:

County of Hidalgo  
1615 S. Closner, Suite J  
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

**Texas Law to Apply**

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the

agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

#### **Prior Agreements Superseded**

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

#### **Amendment**

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

#### **Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

#### **Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

#### **Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental

authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

#### **Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

#### **Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

#### **Commitment of Current Revenues Only**

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

#### **Time of Essence**

14.13 Time is of the essence of this agreement.

**Immunities**

14.14 Nothing in this Agreement is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the \_\_\_ day of \_\_\_\_\_, 2014.

**LESSEE:  
COUNTY OF HIDALGO**

*Ramon Garcia*  
Ramon Garcia, County Judge

**LESSOR:**

*Jose Ramirez, Jr.*  
Jose Ramirez, Jr.

**ATTEST:**

*Arturo Guajardo Jr.*  
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:  
Atlas & Hall, LLP**

By: *Steve L. Crain*  
Steve L. Crain



**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

## Exhibit "A"

All of Tracts 325 and 326, Los Ejidos de Reynosa Viejo, Hidalgo county, Texas, except 7,663 acres, more or less, out of the Southwest part of Tract 325, as conveyed to Felipe Garcia, and as recorded Vol. 438, Page 495, Ded Records, Hidalgo County, Texas.



PURCHASING DEPARTMENT  
County Of Hidalgo

November 5, 2014

**CERTIFIED MAIL**  
**7099 3220 0002 9744 9571**

Jose Ramirez Jr.  
C/O Jaime Ramirez  
P.O. Box 789  
McAllen, Texas 78505

Re: C-14-377-10-14-Lease of Land-Penitas Landfill for Precinct No. 3

Dear Mr. Ramirez:

Pursuant to Hidalgo County Commissioners' Court action on, October 14, 2014, the above-referenced project was awarded to Jose Ramirez Jr.

In order to formalize the said lease agreement, the original agreement has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original agreement to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

A handwritten signature in black ink, appearing to read "Rocio Villarreal".

Rocio Villarreal  
Contracts Manager



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
October 14, 2014  
9:30 A.M.**

**NOTICE** is hereby given in accordance with Chapter 551, Texas Government Code, that a **SPECIAL MEETING** of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

*The Court proceeded to item 6.A., 25.A, 6.D, 21.A, 12.E, 25.B, 7.C.*

5. Open Forum

Jim Barnes, President of McAllen Tea Party, expressed his concerns over taxes. He recommended people vote no until the leaders know what they are doing.

Virginia Townsend relayed her opinion on voting against the hospital district's 75 cent cap on the ballot. She feels it was placed as such incorrectly.

Fern McClaugherty stated that the people of Hidalgo County cannot afford more taxes and commented that Proposition 1 is misleading.

Opal Billman stated that she was sued for divorce 18 years ago and has had three decisions made by three different judges, yet has failed to obtain her community property.

Ramiro Trevino commented on his request for public record on what employees are assigned take-home vehicles and wants to know who is in charge of tracking their GPS. He also was concerned over the resigning Justice of the Peace and the procedures that will take place during the November election.

Edna Garcia, Assistant Vice President for the South Texas District of Security Service Federal Credit Union and also a Board Member of the United Way. She expressed her gratitude to the Court and stated that the program has assisted multiple agencies in the Lower Rio Grande Valley.

Dave Asher expressed his concern over the proposition that will be on the ballot and requested where the language of the proposition derived and believes the language on the ballot is not what is prescribed by law.

Eddie Olivarez wanted to inform everyone that there is no threat of Ebola in Hidalgo County. He encouraged everyone to get their flu shot.

Dago Chavera stated he felt there should be a focus on people obtaining jobs, not only the health industry. Maria Champion expressed her opinion on Proposition 1. She does not feel the taxpayers of Hidalgo County can pay more taxes, especially if they are currently unable to pay what they owe.

6. County Judge's Office:

A. AI-48962 1. Acceptance of resignation of J.P. Pct. 3, Pl. 2, Jose Ismael "Melo" Ochoa

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. Appointment to fill vacancy of J.P. Pct. 3, Pl. 2

without the consent of the contractor".

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

- 2. AI-46952 Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Road Runner Subdivision Paving & Drainage Improvements Project" (CC award action AI-46475, 9/15/14) to Texas Cordia Construction, LLC, in the total amount \$405,928.00, subject to legal counsel's final review and approval w/Contract# C-14-285-09-15.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

- 3. AI-46803 Acceptance of a donation of asset/vehicle (as further described/detailed in Exhibit A attached hereto) by the Hidalgo County Urban County Program for transfer to Precinct #2 with all other applicable documentation included.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

- 4. AI-46875 Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of \$27,681.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08, to provide preliminary engineering, topographic surveying, final design and construction plans development, construction management and support for the improvements to Pct 2's Lopezville Park Project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

- 5. AI-46905 Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of \$3,350.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08, to provide services for the developing of a survey plat and metes and bounds for a detention pond to be located north of the Pct 2 Multi-purpose Complex on Hall Acres Road.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

**D. Pct. 3**

- 1. AI-46808 Approval to execute a lease of land agreement (as approved as a Sole Source on CC 12/20/11), with Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill" under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct No. 3.

**E. Pct. 4**

- 1. AI-46936 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.4 "ON CALL SERVICES".

totals	Dos Logistics, Inc	Le Fevre Engineering	LNV
scores	99	96	95
Ranking	1	2	3