



2802 S. Bus, Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

December 11, 2017

E-17-332-12-19

Jose Ramirez, Jr.  
Attn: Mr. Jose Ramirez, Jr.  
P. O. Box 68  
Pefitas, TX 78578

Via email: jramirez668@aol.com

TERM: 01/02/2018 - 01/01/2019

Re: HB Form 1295 Required/Renewal/Extension Notice  
"C-17-017-12-13-"Lease of Land - Pefitas Landfill", Precinct No. 3

Dear Mr. Ramirez:

Be advised, that in order to proceed with the County's option to extend/renew for the final One (1) Year term under the same rates, terms and conditions with Jose Ramirez, Jr. for the referenced project, the County is required, as of January 1, 2016, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above-referenced extension/renewal, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of Form 1295, provide CONTRACT No. E-17-332-12-19 Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of Renewal/Extension for referenced project by Commissioners Court on December 19, 2017, the signed notarized "HB Form 1295" and "Extension Notice" must be received in our office completed via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than Wednesday, December 13, 2017. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "Updated Certificate of Insurance" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than date reflected above.

By: Jose Ramirez, Jr.  
Mr. Jose Ramirez, Jr.

Date: 12-13-17

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,  
Martha L. Salazar  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/faz  
Enclosures

3:00 PM FILED  
AT 11:00 AM  
JAN 17 2017  
ARTURO BUJARRINO, JR., COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY [Signature] DEPUTY

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**LEASE  
C-17-017-12-13**

THIS LEASE is made and entered into by and between Jose Ramirez, Jr., a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and THE COUNTY OF HIDALGO, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

**ARTICLE 1. TERM**

**Term of Lease**

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on January 2, 2017 ("Commencement Date") and ending on January 1, 2018 ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

**Renewal or Termination**

1.2 Lessee shall have the right and option to renew and extend the term of this Lease

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 in accordance with article 1.4 hereof or renewed and extended in accordance with this Article 1.2 hereof, 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 relet 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 Noting 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 \_\_\_\_\_, 2017.

**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 BY  
COMMISSIONERS' COURT  
ON: 12/13/16

**APPROVED AS TO FORM:**

**ATLAS, HALL & RODRIGUEZ, LLP**

By: \_\_\_\_\_

Stephen L. Crain  
Stephen 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, Deed Records, Hidalgo County, Texas.

December 13, 2016



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
December 13, 2016  
9:30 A.M.**

*Pocio*

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 present at the meeting.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Julia Sullivan Benitez led the courtroom in Prayer.

4. **Approval of Consent Agenda**

The court approved the consent agenda for the exception of Item.11.B.3 to be further discuss.

5. **County Judge's Office:**

A. **AI-57766 Resolution in Honor of Precinct 1 Commissioner A.C. Cuellar, Jr.**

Judge Garcia read a resolution in honor of Precinct 1 Commissioner A.C. Cuellar, Jr. for his humble public service to the people of Hidalgo County since taking office in 2013.

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: 5 - 0 - Unanimously

Members of the public recognized and accredited the commissioner for all the improvements accomplished during his term. County colleagues expressed thanks and gratitude to the commissioner for the support provided during various projects. Family and friends supported Commissioner Cuellar at the last meeting of his term.

State Representative Armando "Mando" Martinez presented Commissioner Cuellar with the official flag from the State Capital which flew over the capital on Labor Day.

Ricardo Rodriguez, Jr. Criminal District Attorney, reminisced about the humble beginnings of Commissioner Cuellar and himself, working on the fields. Rodriguez, remarked that even at that time they were already providing a public service to the county. The district attorney recognized the work accomplished by the commissioner and for all the endure work by the precinct 1 staff.

*Court proceeded to Item.6.A.*

B. **AI-57762 Discussion and approval the Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.**

Commissioner Flores stepped away from the meeting.

Michael Leo informed that nothing is changing, they're only asking for re-approving.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

December 13, 2016

3. AI-57766 Pct. #2 requesting that the three [3] structures detailed below be declared "Surplus" for the purpose of disposition through demolition [to be procured by Pct.#2 via sealed quotes but in no way to exceed \$50K] as the structures have all been fully depreciated as detailed in supporting documentation attached herein:

A. Old House located at Palmer Pavilion-Asset ID#3054;  
B. Portable Building at Lopezville Park-Asset ID#3062;  
C. Old Pct. #2 Mechanic Shop-Asset ID#3056;

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: 3 - 0 - Unanimously

D. Pct. 3

1. AI-57661 Approval to execute a lease of land agreement (remains as approved as a Sole Source by 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.

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

Vote: 3 - 0 - Unanimously

E. Pct. 4

1. AI-57773 A. Acknowledgement, acceptance and concurrence from the City of Edinburg [as detailed in supporting documentation] that a portion of Ramseyer Rd. [limits between Doolittle and I-69] that falls within the city has been recently paved by Hidalgo County Precinct #4 with no cost to the City and for which no reimbursement will be sought by County;

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: 3 - 0 - Unanimously

B. Acceptance and approval to process payment for the invoices detailed herein [as part of the materials used for the paving completed and described in Caption A, above:

1. Frontera Materials, Inc. - Inv. #216-10892 - \$17,540.36;  
2. Pavement Markings - Inv. #4306 - \$5,664.33 or \$5,664.60 [amount on PO#739727];

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: 3 - 0 - Unanimously

F. Health & Human Services Dept.

1. AI-57552 Approval of "Second Amendment" to Service Agreement C-16-089-05-10 between Hidalgo County Health & Human Services Department and Ivan Melendez, M.D. for the provision of Physician Services-TB Clients [as permitted under the current terms of agreement] subject to compliance with HB 1295.

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

Vote: 3 - 0 - Unanimously

G. County Clerk

1. AI-57708 Requesting approval of "CORRECTION" of agreement # to reflect [HHS Contract No. Attachment A] and NOT HHS Contract No. 2014-44214-001 on the Data Use Agreement (DUA) between the Texas Health and Human Services Enterprises and Hidalgo County commencing with County Clerk as (approved by CC on 06/10/16-AI-54486).

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

Vote: 3 - 0 - Unanimously

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Jose Ramirez Jr. Pentas, TX United States	Certificate Number: 2017-293759
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Hidalgo County	Date Filed: 12/13/2017
Date Acknowledged:	

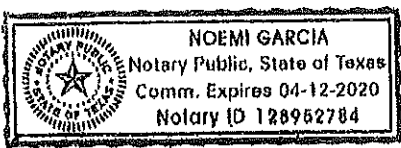
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

E-17-332-12-19  
Landfill

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Jose Ramirez Jr.* 12-13-17  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jose Ramirez Jr., this the 13<sup>th</sup> day of December 2017, to certify which, witness my hand and seal of office.

Noemi Garcia Noemi Garcia  
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Jose Ramirez Jr.  
Penitas, TX United States

Certificate Number:  
2017-293759

Date Filed:  
12/13/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hidalgo County

Date Acknowledged:  
12/13/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
E-17-332-12-19  
Landfill

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

December 11, 2017

~~E-17-332-12-19~~

Jose Ramirez, Jr.  
Attn: Mr. Jose Ramirez, Jr.  
P. O. Box 68  
Pefitas, TX 78578

Via email: jramirez668@aol.com

~~TERM: 01/02/2018 - 01/01/2019~~

Re: HB Form 1295 Required/Renewal/Extension Notice  
"C-17-017-12-13- Lease of Land - Pefitas Landfill" Precinct No. 3

Dear Mr. Ramirez:

Be advised, that in order to proceed with the County's option to extend/renew for the ~~final One (1) Year term under the same rates, terms and conditions~~ with Jose Ramirez, Jr. for the referenced project, the County is required, as of January 1, 2016 to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above-referenced extension/renewal, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of Form 1295, provide CONTRACT No. ~~E-17-332-12-19~~ Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of Renewal/Extension for referenced project by Commissioners Court on December 19, 2017, the signed notarized "HB Form 1295" and "Extension Notice" must be received in our office completed via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than Wednesday, December 13, 2017. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "Updated Certificate of Insurance" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than date reflected above.

By: Jose Ramirez, Jr.  
Mr. Jose Ramirez, Jr.

Date: 12-13-17

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,  
Martha L. Salazar  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/faz  
Enclosures

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Jose Ramirez Jr.  
Pentitas, TX United States

Certificate Number:  
2017-293759

Date Filed:  
12/13/2017

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County

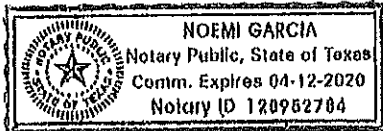
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
E-17-332-12-19  
Landfill

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Jose Ramirez Jr* 12-13-17  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jose Ramirez Jr, this the 13th day of December 2017, to certify which, witness my hand and seal of office.

*Noemi Garcia* Noemi Garcia  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
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Hidalgo County

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E-17-332-12-19  
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\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath


Zimbra

martha.salazar@co.hidalgo.tx.us

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**C-18-170-11-20- Jose Ramirez, Jr. Lease of Land ( Approx. 5 Acres) Citizen Solid Waste Collection Site"**

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**From :** sandy suarez <sandy.suarez@co.hidalgo.tx.us> Mon, Feb 04, 2019 02:18 PM  
**Subject :** C-18-170-11-20- Jose Ramirez, Jr. Lease of Land ( Approx. 5 Acres) Citizen Solid Waste Collection Site"  2 attachments  
**To :** martha salazar <martha.salazar@co.hidalgo.tx.us>  
**Cc :** dina trevino <dina.trevino@co.hidalgo.tx.us>

Good Afternoon Ms. Marty,

Please see the attached fully executed contract for the Lease of Land (approx. 5 acres) Citizen Solid Waste Collection Site"  
Agenda Item # 66269 approved by CC on 11/20/18, has also been attached.

Any questions and/or concerns, please let me know.  
Thank you.

Respectfully,  
*Sandy Suarez, Contract Specialist, I*  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281  
Edinburg, TX. 78539  
956-318-2626 Ext. 4860  
[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)

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 **C-18-170-11-20- JOSE RAMIREZ, JR LEASE OF LAND(APPROX 5 ACRES) FOR CITIZEN SOLID WA..pdf**  
2 MB

 **AI# 66269 & MINUTES.pdf**  
2 MB

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