

THE STATE OF TEXAS
COUNTY OF TERRELL

IN COMMISSIONERS COURT
REGULAR SESSION

COMMISSIONERS COURT MINUTES, REGULAR SESSION, JULY 8, 2024

The Terrell County Commissioners Court met on Monday, the 8th day of July 2024, at 9:00 A.M. in the commissioner's courtroom of the county courthouse in the city of Sanderson, Texas. Notices of the meeting place were timely posted at a site readily accessible to the general public at all times. They remained posted for at least seventy-two hours preceding the scheduled time of this meeting, in compliance with the Open Meetings Act.

The Hon. Dale Carruthers, County Judge, called the meeting to order. The following members of this Court and Officers of the County were present:

Hon. Adam Johnson	Commissioner Pct. 1
Hon. Lupe Garza	Commissioner Pct. 2
Hon. Arnulfo Serna	Commissioner Pct. 3
Hon. Gene Chavez - Zoom	Commissioner Pct. 4

Hon. Raeline Thompson	County and District Clerk
Hon. Pamela Blaylock	County Treasurer
Hon. Kenneth Bellah	County Attorney
Absent	County Sheriff
Carl Esser – Zoom	Esser & Company Consulting, LLC

Commissioner Garza gave the Invocation and led the commissioner's court in the Pledge of Allegiance to the United States flag, followed by the Pledge of Allegiance to the Republic of Texas Flag.

Public Comments on Agenda Items – Mary Kay Fair asked if we were under a Burn Ban; yes, we are still under a Burn Ban. She stated that fireworks were being used after the days that were designated to have fireworks. The waterline at the Cemetery needs to be checked, and she was told we are under water restrictions.

Minutes from previous meetings – Commissioner Johnson motioned to approve the April 29th Special Session, May 13th Regular Session, May 30th Special Session, June 6th Workshop, June 10th Regular Session, June 10th Special Session, June 14th Special Session, June 18th Workshop and June 21st Special Session. Commissioner Serna seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Oil & Gas Lease Extension Agreement between Terrell County and Quannah Exploration, LLC – Commissioner Johnson motioned to extend the expiration date of August 9, 2024 to August 9, 2027 on the Oil & Gas Lease Agreement between Terrell County and Quannah Exploration, LLC for 354-acre mineral lease in return for a payment to the Terrell County Permanent School Fund in the amount of \$200,010.00 (\$565.00 per acre). Commissioner Serna seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

DOYLE J. SNOW, LLC
1403 N. Garfield Street
Midland, Texas 79701
P. O. Box 5606
Midland, Texas 79704-5606
(432) 262-3607 – office ph.
(432) 631-5447 – cell ph.
doyle@doylesnow.com

June 26, 2024

The Honorable Ms. Dale Lynn Carruthers,
County Judge, Terrell County, Texas
P.O. Box 4810
Sanderson, Texas 79848

Re: AMENDMENT OF OIL AND GAS LEASE
All of Labor 1 and All of Labor 2,
League 309, Terrell County School Land, A-1142,
Gaines County, Texas, containing 354 acres, more or less.

Your Honor and Terrell County Commissioners:

My client, Quanah Exploration, LLC, acquired an Oil and Gas Lease dated August 9, 2021, from Terrell County covering the subject land, a Memorandum Giving Notice of Oil and Gas Lease having been filed in Gaines County, Texas as Instrument 2021-04837 (copy enclosed). The lease provides for a three (3) year primary term.

Quanah proposes amending article 2. Term of the oil and gas lease to provide for a six (6) year primary term for an additional cash bonus consideration of Two Hundred Thousand Ten Dollars (\$200,010.00), being \$565.26 per acre, to be paid immediately on behalf of my client upon the Commissioners Court's acceptance of this proposal and the Honorable Judge Carruthers' execution of the Amendment. The combined, total bonus consideration paid Terrell County for the six (6) year Oil and Gas Lease after the proposed amendment being \$532,140.00 (\$332,130.00 + \$200,010.00) or \$1,503.22 per acre. Enclosed is the proposed First Amendment of Oil and Gas Lease.

I will be pleased to meet with you to address any questions you may have regarding this proposal.

Sincerely,

Doyle J. Snow, LLC

By: 
Doyle J. Snow, Sole Member

DJS:nh

cc: Quanah Exploration, LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS §
COUNTY OF GAINES § KNOW ALL MEN BY THESE PRESENTS:

This First Amendment to Oil and Gas Lease (this First Amendment) is made and entered into by and among TERRELL COUNTY, TEXAS, acting by and through its County Judge, Dale Lynn Carruthers, duly authorized and employed to act herein, whose mailing address is P.O. Box 4810, Sanderson, Texas 79848, hereinafter referred to as "County" or "Lessor," and QUANAH EXPLORATION, LLC, located at 515 Trade Winds Blvd., Midland, Texas 79706-2968, hereinafter referred to as "Lessee," to be effective for all purposes as of the 9th day of August 2021 (the "Effective Date").

Reference is hereby made to that certain Oil and Gas Lease dated the 9th day of August 2021, between Terrell County, Texas, acting by and through its County Judge, Dale Lynn Carruthers, as the Lessor named therein, and Quannah Exploration, LLC, as the Lessee named therein (the "Lease"), a Memorandum Giving Notice of Oil and Gas Lease having been filed in Gaines County, Texas as Instrument 2021-04837.

WHEREAS, Lessor and Lessee hereby desire to execute this First Amendment to amend the terms and provisions of the Lease, as more particularly set forth herein.

NOW, THEREFORE, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge and confessed, and the covenants and agreement stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 2 of the Lease is hereby deleted in its entirety and replace with the following new Paragraph 2:

"2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of six (6) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or lands pooled therewith. As used in this lease, the term "produced in paying quantities" means that the

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FIRST AMENDMENT OF OIL AND GAS LEASE
between Terrell County, Texas, Lessor, and Quannah
Exploration, LLC, Lessee

receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six (6) months last past."

2. By executing this First Amendment, Lessor acknowledges that the Lease, as amended herein, is of full force and effect and ratifies the Lease, as amended herein, as to all of its terms including those contained herein.

3. In the event of a conflict between the terms and provision of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall prevail as to the extent of such conflict.

4. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this First Amendment of Oil and Gas Lease is executed by the undersigned as of the date set forth in the respective acknowledgments below to be effective for all purposes as of the Effective Date first stated above.

LESSOR:

TERRELL COUNTY, TEXAS

By: 
Dale Lynn Carruthers, County Judge

LESSEE:

QUANAH EXPLORATION, LLC,
a New Mexico limited liability company

By: *Denise Newton*
Denise Newton, Manager

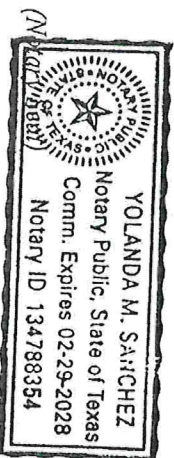
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FIRST AMENDMENT OF OIL AND GAS LEASE
between Terrell County, Texas, Lessor, and
Quanah Exploration, LLC, Lessee

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TERRELL §

This instrument was acknowledged before me on the 16th day of July 2024, by
Dale Lynn Carruthers, County Judge of Terrell County, Texas, on behalf of said County.



Yolanda M. Sanchez
Notary Public, State of TEXAS

My Commission expires: 02-29-2028

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 26th day of June 2024, by Denise
Newton, as Manager of Quanah Exploration, LLC, a New Mexico limited liability company, on
behalf of said company.

Elaine Greenhaw
Notary Public, State of TEXAS

(Notary Seal)

My Commission expires: 10-17-2026



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MEMORANDUM GIVING NOTICE OF
OF OIL AND GAS LEASE

AP 21-2483
FILED FOR RECORD
GAINES COUNTY, TEXAS
2024 Aug 30 4 09 PM AM

STATE OF TEXAS
COUNTY OF GAINES

§
§
§

LESSOR:

TERRELL COUNTY, TEXAS, acting by and through its County

Judge, Dale Lynn Carruthers

P. O. Box 4810

Sanderson, Texas 79848

LESSEE:

QUANAH EXPLORATION, LLC

Lessee's Address:

515 Tradewinds Blvd.

Midland, Texas 79706-2968

Lease Effective Date:

August 9, 2021

Lessor and Lessee, named above, have entered into an Oil and Gas Lease covering the following land situated in Gaines County, State of Texas, containing approximately 354 acres, more or less, described as follows, to-wit:

Parcel 1: Labor 1, League 309, Terrell County School Land, A-1142, Gaines County, Texas, containing approximately 177 acres, more or less; and,

Parcel 2: Labor 2, League 309, Terrell County School Land, A-1142, Gaines County, Texas, containing approximately 177 acres, more or less.

Subject to the other provisions therein contained, the Oil and Gas Lease (the "Lease") provides for a three (3) year primary term commencing August 9, 2021. The Lease will remain in force and effect for so long thereafter as oil and gas, as defined therein, are produced from the lease premises or land pooled therewith, or the Lease is otherwise maintained, subject to the terms, conditions and agreements contained in the Lease, reference to which is hereby made for all purposes, including further descriptions of the terms, provisions, and conditions of the Lease.

Lessor has executed this Memorandum for the purpose of creating an instrument which may be recorded in the public records of Gaines County, Texas, and thereby constitute actual and/or constructive notice of the granting of the Lease pursuant to the laws of the State of Texas.

The executed original of the Lease is in the possession of Lessee at its address indicated above.

IN WITNESS WHEREOF, this Memorandum is executed on this 29 day of August 2021, effective, however, for all purposes as of August 9, 2021.

LESSOR:

Terrell County, Texas

LESSEE:

Quannah Exploration, LLC,
a New Mexico limited liability company

By: 

Dale Lynn Carruthers, County Judge

By: 

Denise Newton, Manager

MEMORANDUM GIVING NOTICE OF OIL AND GAS LEASE
between Terrell County, acting by and through its
County Judge, Dale Lynn Carruthers, Lessor,
and Quanah Exploration, LLC, Lessee

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ACKNOWLEDGMENTS

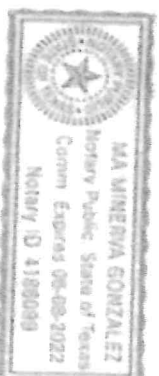
STATE OF TEXAS §
 §
COUNTY OF TERRELL §

This instrument was acknowledged before me on this 24 day of August 2021, by Dale Lynn Carruthers, County Judge of Terrell County, Texas, on behalf of said County.

Melvinna Venable
Notary Public, State of TEXAS

(Notary Seal)

My Commission expires: 06/05/2022

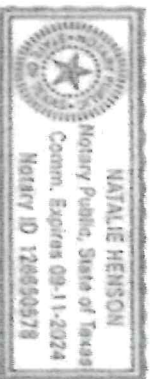


STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 4th day of August 2021, by Denise Newton, as Manager of Quanah Exploration, LLC, a New Mexico limited liability company, on behalf of said company.

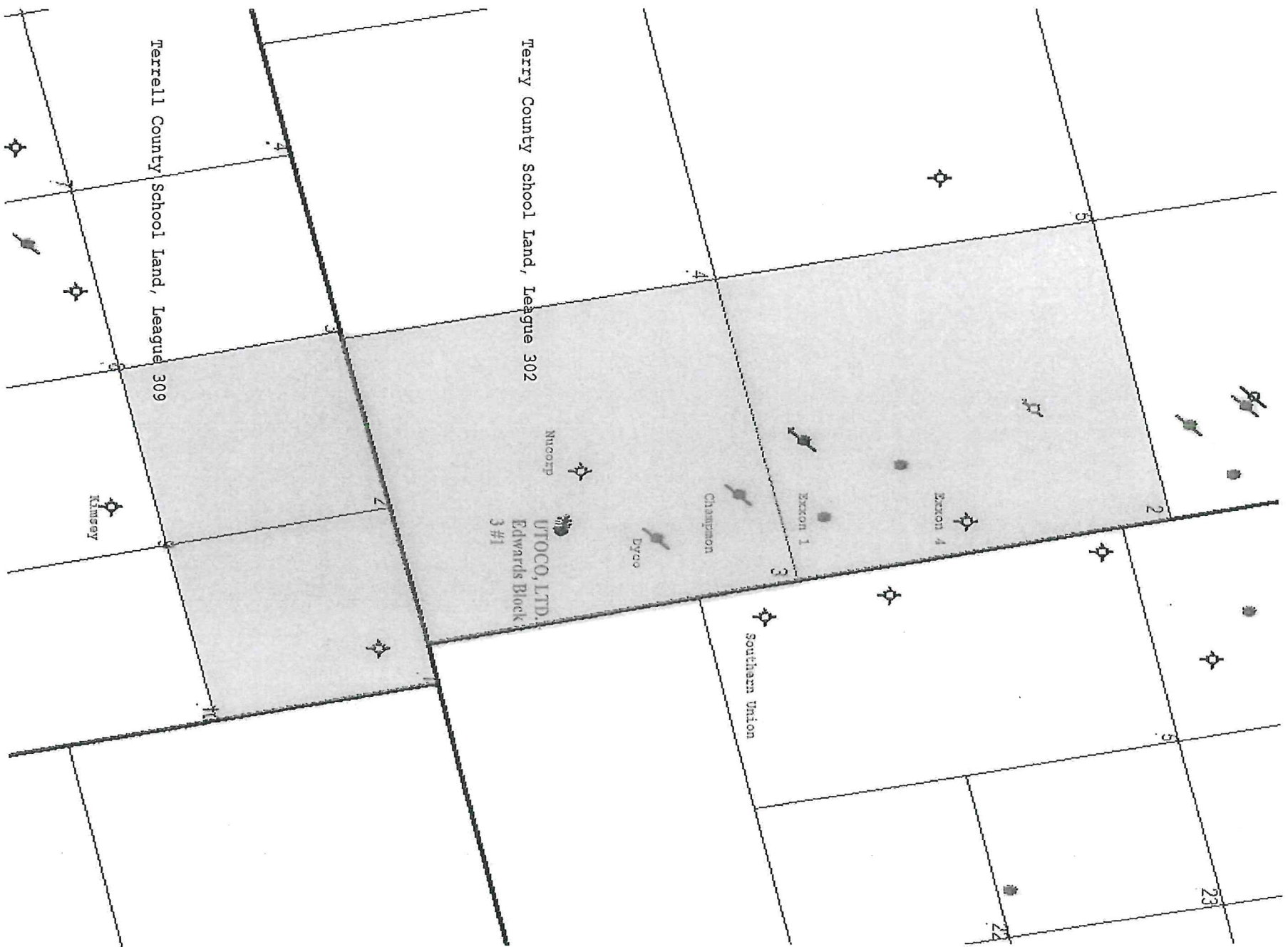
Natalie Henson
Notary Public, State of TEXAS

(Notary Seal)



My Commission expires: 9-11-2024

2021-04837
TERRI BERRY
COUNTY CLERK
2021 Aug 30 AM 09:04 AM
GAINES COUNTY, TEXAS
AD. DEPUTY



Advertise Bids for the Construction of the Terrell County Senior Citizen Center CDBG CDV 23-0095 – No Action.

Manual/Employee Handbook Policy for Terrell County—Commissioner Johnson motioned to approve the Manual/Employee Handbook Policy for Terrell County with the updated changes to the Law Enforcement section. Vacation rollover is now two years instead of one year. Holiday pay will be time and a half; only the employees who worked the holiday will get the time and a half pay. The report needs to be turned in. Commissioner Serna seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Hotel/Motel Tax Percentage – Commissioner Serna motioned to raise the Hotel/Motel Tax Percentage from 4% to 7%. Commissioner Johnson seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Loyola Construction to repair the Cedar Boards and to replace the Decking – Commissioner Johnson motioned to approve Loyola Construction to repair the Cedar Boards and the Decking with Trex Decking Material and Stain in the amount of \$28,000.00. Commissioner Serna seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Quote



Loyola Construction
 PO Box 1942
 Del Rio Tx 78841
 (830)719-6803
 gajoyloyola@gmail.com

Invoice No : 205
 Date : 4/29/2024
 Customer ID :

Terrell County Courthouse
 105 East Hackberry Street
 Sanderson, Texas 79848

Description Of Work	Total
Terrell County Convention Center Job Bid	
The total Project cost for Labor and Materials	\$28,000.00
Repair cedar boards and replace decking with Trex Decking material	
And Stain	
with the upfront amount Deposit of	(\$8,000.00)
Balance due upon finishing job.	
Gregorio Loyola	4/29/2024
Total	\$20,000.00
Contractor's Signature	Date
	4/29/2024
Subtotal Ending Balance	\$20,000.00
Customer's Signature	Date

Make all checks payable to Gregorio Loyola Jr.

THANK YOU FOR YOUR BUSINESS!

Rental Fee from Convention Center under the Venue Account—Commissioner Serra motioned to add the convention center's rental fee to the Venue Account. Commissioner Garza seconded the motion, calling for a vote; all members answered "aye," and the motion carried.

Setting the Rental Fee for the Convention Center—Commissioner Serra motioned to set the Convention Center rental fee at \$700.00. The breakdown is \$500.00 for the rental fee and \$200.00 for the cleaning fee, with no refund of the cleaning fee. Commissioner Garza seconded the motion, calling for a vote; all members answered "aye," and the motion carried.

Setting County Court fee schedule for Court Appointed Counsel – Commissioner Johnson motioned to approve the Terrell County – County Court fee schedule for Court Appointed Counsel. Commissioner Serra seconded the motion, calling for a vote; all members answered "aye," and the motion carried.

TERRELL COUNTY- COUNTY COURT

2023 – 2025 SET FEE SCHEDULE EFFECTIVE NOVEMBER 1, 2023

Court-appointed Counsel substituted in by private/retained Counsel	\$ 200.00 (per defendant)
Pretrial Diversion	\$ 350.00
Dismissal (includes non-filed/filed cases)	\$ 600.00
Plea & Sentencing (per case)	\$ 600.00
(12.45/not filed case(s))	\$ 300.00
Uncontested Competency	\$ 300.00
Contested Competency (hearing)	\$ 500.00 half-day/1000.00
Trial before Court	\$ 750.00/Max 2,000.00
Jury Trial	\$ 1,450.00 per day 725.00 per half-day
Revocations (MTR) & Appl. To Adjudicate/ Modifications	\$ 400.00 per case
Revocation Dismissal by Agreement	\$ 400.00 per case
Motion to Reduce Bond because of delay (per defendant)	\$ 300.00 out/400.00 in/crt
Appeals	\$ 3,500.00 (maximum)

Exceptions: In an unusual case, the factors set forth in Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct may be taken into consideration in awarding a fee that is less than or more than the one established by the guidelines above.

Request for payment: Attorney Fee Vouchers & Orders shall be submitted at the time the case is plead and/or disposed of, except for those cases disposed of by trial.

Approved: Commissioners Court July 8, 2024



Advertise for sealed Bids for the Heat/Air Conditioning for the Terrell County Convention Center – Commissioner Chavez motioned to approve advertising for sealed bids for the Heat/Air Conditioning for the Terrell County Convention Center. Commissioner Serna abstained. Commissioner Garza seconded the motion, calling for a vote; three members answered “aye,” and the motion carried.

Texas DMV Imposition of Optional Fees for FY 2025 – No Action.

Sheriff and Constable Fees for Civil Services 2025 – Commissioner Serna motioned to approve the Sheriff and Constable fees for Civil Services for the year 2025. Commissioner Garza seconded the motion, calling for a vote; three members answered “aye,” and the motion carried.

SHERIFFS’ AND CONSTABLES’ FEES

2025 – TERRELL COUNTY

SUBPOENAS	\$75.00
SUMMONS	\$75.00
WRIT OF ATTACHMENT	\$75.00
WRIT OF GARNISHMENT	\$75.00
WRIT OF SEQUESTRATION	\$75.00
ORDERS OF SALE	\$75.00
WRIT OF POSSESSION	\$75.00
FORCIBLE DETAINER	\$75.00
SERVICE FEES	
SMALL CLAIMS CITATION	\$75.00
JUSTICE COURT CITATION	\$75.00
ALL OTHER COURTS’ CITATION	\$75.00
OTHER SERVICE FEES	
CITATION BY POSTING	\$45.00
CERTIFIED MAIL, RETURN RECEIPT	\$50.00

List of Bills, Ratify Bills, and Other Bills – Commissioner Johnson motioned to approve the list of bills, ratify bills, and other bills. Commissioner Serna abstained. Commissioner Garza seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

Animal Control	None
Justice of the Peace	June (Both)
County & District Clerk	May & June
EMS	Verbal Julianna
Road & Bridge	Verbal Fabian
Senior Citizens Transportation	June
AgriLife Extension	Verbal Alexandria
Museum & Historical Commission	Verbal from Mary Kay Fair
Terrell County Library	June
Visitor Center	None
Sanitation	None
Clinic Report	May
Volunteer Fire Department	June
Airport Report	None
Food Pantry	June

Adjourn - Commissioner Chavez motioned to adjourn. Commissioner Johnson seconded the motion, calling for a vote; all members answered “aye,” and the motion carried.

/s/ Raeline Thompson

Raeline Thompson, County Clerk and Ex-officio Clerk
Terrell County Commissioners Court

ORDER TO APPROVE MINUTES OF REGULAR SESSION

The above and preceding minutes of the meeting held on June 8th, 2024, are now approved (as amended this ___ day of ___ 2024) as presented IN OPEN COURT this 12th day of July, AD, 2024.

Rae Camille St Presiding Officer

Attest: Raeline Thompson County Clerk

