

COMMISSIONERS COURT MINUTES, SPECIAL SESSION, SEPTEMBER 16, 2024

The Terrell County Commissioners Court met on Monday, the 16<sup>th</sup> day of September 2024, at 4:45 P.M. in the commissioner's courtroom of the county courthouse in the city of Sanderson, Texas. Notices of the meeting place were 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	Commissioner Pct. 4

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Hon. Raeline Thompson	County and District Clerk
Deputy Daniela Garza	County Treasurer
Hon. Kenneth Bellah - Phone	County Attorney
Deputy Rodolfo Chuey	County Sheriff
Carl Esser - Zoom	Esser & Company Consulting, LLC

Commissioner Chavez 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.

**Utility Easement on the Gaines County property owned by Terrell County** – Commissioner Johnson motioned to approve a Utility Easement leased by Joe David Yates to Southwestern Public Service Company will allow Electrical Service to run along the easement. Commissioner Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

**SOUTHWESTERN PUBLIC SERVICE COMPANY  
UTILITY EASEMENT**

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

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

That **TERRELL COUNTY, TEXAS**, whose address is c/o COUNTY JUDGE, PO Box 4810, Sanderson, Texas 79848 (collectively, the "Grantor," whether one or more) for the sum of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by this instrument grants to **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, whose address is 790 S. Buchanan Street, Amarillo, Texas 79101 ("SPS"), an easement upon, under, over, and across property owned by Grantor and located in the COUNTY OF GAINES, STATE OF TEXAS which property ( the "Property" ) is described as follows:

**Easement Sketch – SEE EXHIBIT “A” ATTACHED**

**Easement Description – SEE EXHIBIT “B” ATTACHED**

The location of any additional overhead or underground lines covered by this easement shall be agreed to by both SPS and Grantor prior to construction.

The Easement granted by this instrument (the "Easement") is subject to the following conditions:

1. SPS has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, and replace Utility Facilities for the transmission and distribution of electricity upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's adjacent property for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable number of conductors or wires, insulators, crossarms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, and other necessary and desirable devices relating to electric energy or communication.

2. SPS has the right to remove all trees, branches, or other obstructions which might endanger or interfere with the operation, safety, or efficiency of Utility Facilities on the Property on which the Easement is located.

3. SPS will install and maintain Utility Facilities on the Property on which the Easement is located according to National Electric Safety Code in effect at the time of installation.

4. SPS shall enjoy the rights, benefits, and privileges conveyed by this instrument only until such time as the Utility Facilities on the Property are abandoned and removed, at which time all right, title, and interest of SPS in the Property will revert to the party that then owns the Property.

5. Grantor will have the right to use the Property for any purposes consistent with the rights granted to SPS by the Easement, provided that any use by Grantor shall not endanger the Utility Facilities or interfere with SPS's use of the Easement.

6. SPS has the right to assign all or part of the rights it receives under the Easement. The Easement will inure to the benefit of SPS and SPS's successors and assigns.

7. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.

8. Upon completion of construction, SPS will reasonably compensate Grantor for the actual loss of crops or damage to crops on the Property caused by construction of Utility Facilities on the Property. It shall be the responsibility of Grantor to provide compensation to any lessee of Grantor or other tenant in interest.

9. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights granted to SPS by this instrument.

IN WITNESS WHEREOF the Grantor has executed this easement as of Sept 16, 2024

TERRELL COUNTY, TEXAS

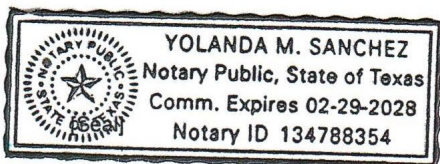
GRANTOR:  
TERRELL COUNTY, TEXAS

Signature: Dale Carruthers  
Name: Dale Carruthers  
Title: County Judge

STATE OF Texas  
COUNTY OF Terrell

§  
§  
§

This instrument was acknowledged before me on this 16 day of September, 2024 by Dale Carruthers as County Judge of TERRELL COUNTY, TEXAS, on behalf of said county.



Yolanda M. Sanchez  
Notary Public

**Clear Terrell County dedicated street in Dryden Texas**– Commissioner Chavez motioned to grant permission to clear the Terrell County dedicated street located in Dryden Texas. Commissioner Garza seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

ADAM JOHNSON  
*Commissioner, Pct. 1*  
LUPE GARZA  
*Commissioner, Pct. 2*



ARNULFO S  
*Commissioner*  
GENE CHA  
*Commissioner*

P.O. Box 4810  
Sanderson, Texas 79848

**DALE CARRUTHERS**  
*Terrell County Judge*

Phone: 432-34  
FAX: 432-34

September 16, 2024

Mr. Wayne Sutton  
P.O. Box 641  
Sanderson, TX 79848-0641

Re: Permission to clear Terrell County dedicated street located in Dryden, Texas

Dear Mr. Sutton:

It has come to the attention of Terrell County, Texas that an old, abandoned mobile home type of structure has been placed upon a portion of a publicly dedicated street or alley that is situated in the town of Dryden, Texas.

More specifically, a portion of the mobile home lies within the public alley or avenue that is dedicated to the public, according to the Plat Map of the town of Dryden, Terrell County, Texas that was filed of record in Terrell County on June 8, 1920 in Block 9, and which public avenue or alley is adjacent to lots 23 and 24.

You have requested permission from Terrell County, Texas, to remove that part of the mobile home that is now situated upon the public alley in Block 9, adjacent to Lots 23 and 24.

At a meeting of the Terrell County, Texas Commissioners Court held on September 16, 2024, a resolution was adopted which grants you permission to remove that portion of the abandoned mobile home that is located upon the publicly dedicated alley or avenue, as depicted in the survey of the Town of Dryden, the alley being adjacent to Block 9, Lots 23-24.

If you act upon this consent granted by the Commissioners Court of Terrell County, Texas, and remove that portion of the abandoned mobile home that lies upon the public alley, you shall also hold Terrell County, Texas harmless from any claims, damages or causes of action that may result from your conduct, and the conduct of your agents and/or employees in so removing the abandoned mobile home.

Very truly yours,

Dale Carruthers  
County Judge  
Terrell County, Texas

**Amendments and Transfers on the Budget – No Action.**

**Brett Butler contract with Terrell County for IT Services** – Commissioner Johnson motioned to approve the IT Services contract with Brett Butler for \$14,885.64 effective 10/01/2024 through 09/30/2025 and to be paid out of the budget line items 0010; 0520; and 0252. Commissioner Serna seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

## Remote Network Management

# Agreement Terrell County 2024

This Agreement for Brett Butler Network Management Level is made as of 10/01/2024, by Brett Butler ("Consultant") and Terrell County ("Client"). All of the terms of the Agreement are expressly incorporated herein. All capitalized terms herein shall have the meaning ascribed to them in the Agreement, unless expressly defined otherwise herein.

**1. Services: Payment Terms. Consultant agrees to perform for Client the following Services Network Management Service Level for the following Annual fixed fee:**

**Services:**

<b>PC Management</b>	<b>&lt;Included&gt;</b>
<b>Server Management</b>	<b>&lt;Included&gt;</b>
<b>Network Management</b>	<b>&lt;Included&gt;</b>
<b>Exchange/Email Administration</b>	<b>&lt;Included&gt;</b>
<b>Email Filtering Service</b>	<b>&lt;Included&gt;</b>
<b>Server Database/Crucial App(s)</b>	<b>&lt;Included&gt;</b>
<b>Key PC Apps(s)</b>	<b>&lt;Included&gt;</b>
<b>Other/Misc</b>	<b>&lt;Included&gt;</b>

**Annual Total \$ 14,885.64 (Annual Service Fee Effective 10/01/2024)  
Payment is due on 10/01/2024**

**Execution Date 10/01/2024**

**In addition to the annual fee set forth above, Client agrees to pay an initial Setup Fee for monitoring services ("Setup Services and Audit") in the amount of \$0.00. This will secure all routers and network passwords. Ensure network stabilization and security. Wifi Access Audit and reconfiguration.**

**Client shall pay the Setup Services fee listed above upon execution of this agreement, the Service Fee for the Annual Service Fee. The Annual Service Fee will be due annually at time of execution each calendar year.**

**2. Services Included in Managed Services**

**Consultant – Network Management Service Level includes the following support:**

**For PCs:**

**Unlimited Phone Support**

**Unlimited Remote Support**

**Microsoft Application Support**

**Patch Management**

**Antivirus Management**

**Spyware Monitoring**

**For Servers:**

Unlimited Phone Support

Unlimited Remote Support

Service Availability Monitoring

Microsoft Patch Management

Event Log Monitoring

Log File Maintenance

Drive Space Monitoring

Printer Setting Management

Security Administration

Virus Definition Maintenance and Prevention

**For Networks:**

Purchasing Assistance

ISP Management

Web Host Support

3<sup>rd</sup> Party Vendor Management

24x7 Network Monitoring

Router/Firewall Management

Antivirus Management

VPN Management

Asset Lifecycle Management

Asset Reporting

In the event of an occurrence that falls outside the scope of these service offerings, or a physical visit by a support representative of Consultant is required, an onsite Fee of \$350.00 will be assessed. A hourly fee of \$150.00 per man hour during regular business hours (defined as 8am – 5pm M-F). An extended hourly fee of \$250.00 per man hour for after hours (defined as after 5pm M-F or weekend 12am Saturday – 8am Monday or Holiday Support).

**3. Software Updates:**

Maintaining the systems described herein this Agreement shall include applying all appropriate software and operating system updates in a reasonable amount of time. Consultant shall determine when software updates are appropriate and what constitutes a reasonable amount of time.

Client acknowledges that if Client requests updates that Consultant considers inappropriate or wishes to have updates applied before Consultant deems them safe, Consultant is not responsible for the consequences of such actions and Client may be charged a Regular Consulting Hours or Extended Consulting Hours charge, as the case may be, for all labor related to the consequences of such actions.

**4. Monitoring Software:**

In order to provide the services specified in this Agreement, Consultant must install remote monitoring and management software on Client's servers, desktop computers, laptops, or possibly other equipment at Client's office. Client grants permission to Consultant to install remote monitoring software from Bomgar/Teamviewer, or any other remote monitoring and management software deemed necessary by Consultant.

**5. Consultant Agrees to ensure Virus Definition and Security Patch Updates are being performed:**

Provided Client has Antivirus software and licenses are kept current and active.

6. Term of Agreement; Termination:

- (a) This Agreement shall commence on the date set forth above and shall continue for a period of 12 months or until the termination of the Agreement. A contract renewal shall be completed between Client and the Consultant at the end of each contract expiration. Either party may cancel contract at any time during the term of this contract with 30 days prior written notice. Service Fee is nonrefundable and no termination fees will apply.
- (b) Upon termination of this Agreement, Consultant shall uninstall all remote monitoring and management software from all Client equipment. Client acknowledges that this may leave its computers and other equipment without adequate systems for updates to operating systems, software, and virus scanning programs. Consultant shall not be held responsible for any damages or consequences resulting from the removal of remote monitoring and management software.

7. Nature of This Agreement:

This agreement is intended to cover the maintenance of computer operating systems and software only. It is not intended to cover any hardware, materials, equipment, consumables, hardware failures, troubleshooting of replacements, or any labor related to projects other than the proper maintenance of operating systems and software. Consultant offers other services, including hardware related labor. Any labor provided outside the scope of this agreement will be at the rates stated in the Agreement. Only services that are paid for under section 1 above will be covered by the remaining sections in this Agreement.

**Proprietary and Confidential Information** All Proprietary Information disclosed under this Agreement is confidential and will not be disclosed to third parties without the other party's prior written approval; however, this Agreement may be reviewed and reproduced by either party's legal or financial advisors under conditions of confidentiality. "Proprietary Information" means all trade secrets or confidential or proprietary information designated as such in writing by Brett Butler or Terrell County, by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed. Information which is orally or visually disclosed, or is disclosed in writing without a proprietary stamp or legend, will be Proprietary Information if: (i) the disclosing party so indicates at the time of disclosure; (ii) the disclosing party, within fifteen (15) days after such disclosure, delivers to the receiving party a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers to whom the disclosure was made; or (iii) a reasonable person should know such information would constitute Proprietary Information. Receiving party's obligations don't apply to Proprietary Information if: (a) receiving party lawfully had prior knowledge of the Proprietary Information without a confidentiality agreement; (b) publicly available or public knowledge or becomes publicly known through no wrongful act of receiving party; (c) lawfully received by receiving party from a third party not bound in a confidential relationship to disclosing party; (d) disclosed by disclosing party to a third party without confidentiality obligations similar to those herein; or (e) disclosure is necessary to comply with a law, order or ruling of a government agency or court.

Termination of this agreement & Party responsibilities of both parties:

Brett Butler agrees to disclose all administrator passwords and assist with full access to all equipment owned by Terrell County. This includes but not limited to routers, wireless ap's, domain controllers, servers and other IT equipment necessary to the functional operation of all IT equipment onsite and remote locations. All websites and other 3rd party sites will be disclosed as well to maintain normal operations of the IT infrustrcture.

Signature below acknowledges all of the above statements by parties signed below. This agreement will be effective 10/01/2024 through 09/30/2025.

Terrell County::

*Dale Carruthers*

Date: 9/16/2024

Brett Butler:

*Brett Butler*

Brett Butler - Owner

Date: 9/03/2024

**Guidelines and Rental Agreement for the Convention Center** – Commissioner Johnson motioned to adopt the Guidelines and Rental Agreement for the Convention Center. Commissioner Johnson Chavez seconded the motion calling for a vote; all members answered “aye,” and the motion carried.

## Terrell County Convention Center Rental Agreement- Rules and Regulations

1. Terrell County reserves the right to refuse rental of the Terrell County Convention Center to any person at any time for any reason. Event description \_\_\_\_\_ number of expected guests \_\_\_\_\_.
2. Terrell County is not responsible for accidents on premises.
3. **Is Alcohol going to be consumed at this event?** \_\_\_\_ YES \_\_\_\_ NO If you answered yes to this question Please abide by the law in accordance to Texas Alcohol and Beverage Code. **Sec.106.04 and Sec. 106.05- Prohibits distribution to a minor and consumption by a minor. After the event if any consumption by a minor appears on social media the renter will be held accountable.**
4. Terrell County Sheriff's Department will do random security checks throughout the event.
5. Reservation for rental of the facility will be taken in the office of the County Clerk, Monday through Friday during regular business hours. The rental will be on a first come first served basis. The renting party will be responsible for the rental and abiding by all regulations.
6. **Cancellation** of rental must be submitted to the County Clerk at least **24 hours** prior to the event.
7. Each rental period will begin at 8:00 am and end at 12:00 midnight on all nights except Saturday: the rental time will end at 1:00 am on Sunday morning for a Saturday rental. If a renting party wants access to the facility the day prior to the day of the rental, in order to decorate , an additional \$50.00 fee will be paid and the renting party may have access to the facility at 1:00 pm the day proceeding the rental. The rental must be paid in full to receive keys.
8. **No** attachments, nails, staples, tape or any other method of attaching decoration may be made to the walls or ceiling for decorations, display or any other purpose. **No** tables and chair can be removed from Convention Center. **No** leaning folded tables and chairs against the walls.
9. The renting party shall be responsible for any damage, loss or breakage of the property. Glass bottles shall not be permitted in the Convention Center. Intentional or excessive abuse of the building and contents will prohibit renter from renting the building for a period of five(5) years.
10. No skateboarding, bicycles, roller skating or rollerblading is allowed in Convention Center.
11. **No Smoking or Vaping or tobacco products** in the Convention Center. Smoking is allowed at **designated** smoking areas outside the Convention Center only.
12. **Removal of Belongings:** Renter shall remove all personal property, trash, and other items that were not present in the venue when renter took control of it. Terrell County is responsible for floors, tables and chair clean up only **NOT** trash removal from rental.
13. **Amenities-: commercial dumpster is located in back of the Convention center, public restrooms are located behind the Convention Center.**

**Fee Schedule**

Rental Fee for Convention Center is \$500.00

Nonrefundable cleaning charge of \$200.00

Additional decorating time \$50.00

**Total \$700.00**

**Additional day Total \$750.00**

**Acknowledgement**

I have read and understand the foregoing rules for use of the Terrell County Convention Center, and I agree to comply with all terms and conditions. I further advise Terrell County that by signing this form I acknowledge that I am the responsible party for the rental.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Received by Terrell County Clerk/Deputy \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_,  
payment received \$ \_\_\_\_\_

Cash or check # \_\_\_\_\_

Terrell County Commissioners Court reserves the right to modify these rules at any scheduled meeting of the  
Commissioners Court.

Rules amended at Commissioners Court September 16, 2024

**Adjourn** - Commissioner Serna made a motion 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 SPECIAL SESSION**

The above and preceding minutes of the meeting held on September 16<sup>th</sup>, 2024, are now approved (as amended this \_\_\_\_\_ day of \_\_\_\_\_ 2024) as presented IN OPEN COURT this 14<sup>TH</sup> day of October AD, 2024.

\_\_\_\_\_  
**Presiding Officer**

**Attest:** \_\_\_\_\_ **County Clerk**