

FILED FOR RECORD: 1-6-83 1983 at 1:00 o'clock P M
DULY RECORDED: 1-11- 1983 at 4:00 o'clock A M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.
Grace Bostick

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
DECEMBER 17, 1982

VOL 007 PAGE 574

A Special Meeting of the Commissioners Court, met on Friday December 17, 1982 at 10:00 A.M. All members being present. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to approve of paying the monthly Bills as submitted by the County Auditor. Also add the Sheriff's bills. All voted yes and none no. Bills attached.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to approve the County Treasurers Monthly Report as submitted by The County Treasurer. All voted yes and none no. See attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Odom to table the adoption order from Coastal Higher Education Authority, until January 10, 1983. All voted yes and none no.

A motion was made by Commissioner Odom and seconded by Commissioner Mahan to table the Resolution on Rabies, control until January 10, 1983. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Mahan to approve of leaseing a computer, system to be installed in the new County Law Library. This will be of no expense to the County. The County collects a Library Fund, which will be used. All voted yes and none no. Attached is a Westlaw Subscriber Agreement.

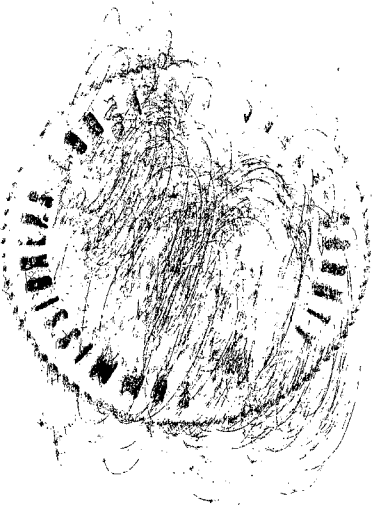
A motion was made by Commissioner Mahan and seconded by Commissioner Riley to advertise for Bids on Radios, for the four J.P.'s of Tyler County. All voted yes and none no. Bids to be opened January 10, 1983.

A motion was made by Commissioner Riley to establish a fund for the Sheriff's Office, to use for investigation on Narcotics and elegal drugs, but with no second, the motion died. Commissioner Odom gave approval for this in concept and to complete details, January 10, 1983. Attached is Guidelines for Confidential Expenditures, from the Attorney General of Texas.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to Amend the Budget for the Sheriff's Office. Commissioners Lowe and Mahan abstaining. Sheriff Fowler did not ask for more money; It was a matter of distributing it to a better system, and at the same time notifying the County Court. Attached is the Sheriff's 1983, Budget, amended.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Maxie Riley Maxie Riley, Comm. Pct. #1
H.K. Lowe H.K. Lowe, Comm. Pct. #2
Jerry Mahan Jerry Mahan, Comm. Pct. #3
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk



COMMISSIONER'S COURT OF December 17, 1982

Page of

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Supplemental to Regular General Fund Register

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D Allc
21235	Allison Chevrolet	Repairs to Vehicle - Sheriff	\$ 257.90	
21228	Bobs Prescription Shop	Photos - Sheriff	48.04	
21237	Big Thicket Communications	Maintenance on Radios	203.25	
21229	Coffee System of Houston	Coffee - Sheriff	26.00	
21238	Conoco, Inc.	Gas - Sheriff	20.34	
21242	Clemmons Insurance Agency	Bond for Deputies - Sheriff	164.84	
21232	Exxon Company	Gas - Sheriff	268.35	
21241	Fowler, Raymond O., D.V.M.	Autopsy on Cow - Sheriff	85.00	
21230	Gulf Oil Corp.	Gas - Sheriff	237.93	
21234	Gardner, J.E., Oil Co.	Gas - Sheriff	1504.35	
21236	Gilchrist, John Q.	Physical on Ina Lyons = Sheriff	15.00	
21239	Goodyear	Tires - Sheriff	248.00	
21243	Gulf States Utilities	Radio Tower Utilities - Sheriff	84.40	
21245	Gulf Oil Corp.	Gas - Sheriff	218.87	
21233	Kilgore College	Tuition for Hadnot, ^{Unsworth} Mann & - Sher.	75.00	
21244	Racal - Milgo	Rent on Teletype 2 Mos - Sheriff	210.00	
21227	S. Magnolia Drive Inn Gro.	Groceries for Prisoners - Sheriff	14.34	
21240	Southwestern Bell Telephone	Telephone - Sheriff	505.21	
21231	Texaco, Inc.	Gas - Sheriff	179.47	
21246	Texaco, Inc.	Gas - Sheriff	54.45	

APPROVED THIS 17 day of Dec, 1982

COUNTY JUDGE

Alvin Brantley

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

Ann Nichol

COMMISSIONER'S COURT OF December 17, 1978

Page 1 of 3

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	A
21143	Alied Elevator, Inc.	Repairs to Elevator	\$ 210.25	
21206	Brookshire Bros.	Distilled Water-Co. Clerk	3.54	
21140	City Of Woodville	Ageing-167.59 (2 mos.) Courthouse Utilities-526.46	694.05	
21172	Century II Printing Co.	Printed Forms-JP# 3	65.00	
21178	James Clark, Atty.	Court Appt'd re ^{88th Jud. Dist} A.G. Stephens	300.00	
21180	Colmesneil Telephone Co.	Telephone-JP# 3	17.75	
21144	Crocker Plumbing	Repair leaking Boiler pipes	168.30	
21145	Consolidated Marketing, Inc.	Janitors Supplies	126.39	
21186	Deep East Tex. Worker's Comp.	Dec. Premium	574.24	
21177	James Dillion, Atty.	Court Appt'd re ^{88th Jud. Dist} S.D. Fleeks	200.00	
21142	East-Tex Energy Savings Products	Co. Replace Glass Door-Courthouse	128.00	
21187	Eastex Medical Latoratory	Autopsy-Crawford-JP# IV-600.00 Autopsy re Garza-JP#I-600.00	1,200.00	
21189	Gulf States Utilities	Utilities-Courthouse	707.66	
21179	Gray-Way Printing	Printed Forms-Auditors Office	55.00	
21116	Hartgraphics, Inc.	JP#I-41.95, C.Atty-99.49-Forms	141.44	
21207	Holderman's Bldg. Center	Bldg.Materials-Nutrition Center	185.75	
21184	Hensarling's Auto Service	Mini-Bus Tire Repair-4.00, Wash, Grease, Oil-48.45	52.45	
21119	IBM	Repair Typewriter-Co. Treas.	80.00	
21183	Jarrott's Pharmacy	Medicine for Prisoners-57.32 Film & Batteries-54.07-Sheriff Dept.	111.39	
21176	John E. Kinney, Atty.	Court Appt'd re P.B. Smith ^{88th Jud.}	250.00	
21174	Kinney & Owens Attys at Law	Atty Fees re Cain VS Tyler County ^{Co. Court}	1,287.50	
21117	Lufkin Typewriter	Correction Tape-JP# I	11.00	

APPROVED THIS 17 day of Dec. 1978

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 1978

Page 2 of 3

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allo
21173	Longhorn Guns & Ammo	Belt, Holder, & Cuff Case-Constable	56.05	
21118	Mr. & Mrs. Wayne Lee	Foster Child Care re Lorenz&Winn	660.00	
21115	Monroe Systems for Business	Repair Calculator-Dist. Clerk	4.25	
21191	3M WST4322	Reader-Printer & Table-Co. Clerk	2,078.60	
21109	3M WST4322	Supplies-Micro Film-Co. Clerk	722.02	
21216	NCR Corp.	Service Contract-Tax Office	573.75	
21205	National Association of Counties	County Member Service Fee	100.00	
21147	Natkin Service Co.	Repairs to Boiler	8,412.27	
21103	Phillips Heating & Air Cond. Inc.	Repair Lights @ Airport	91.25	
21198	Rogers Office Supply	C.Cl-68.50, D.Cl.-67.10, DA-248.37, JPI-20.45, Tax Off-218.60, DPS-11.20, Age-51.90, Treas-6.60, Aud-8.10, Ext-9.88, Sheriff-61.00, Tax Off-293.76-Chair	1,065.46	
21095	Stafford-Lowdon Co.	JP#IV-264.96-Docket Books, JP#I-80.53-Bail Bond Book, Co.Clerk-1,418.03-Forms	1,763.52	
21196	Southwestern Bell Telephone	D.Jud-48.74, D.Cl-58.55, P&W-24.13, Age-43.17, Aud-82.09, JPI-74.27, JP2-24.05, JP4-39.23, Vet.Serv-27.19, Treas-88.18, C.Cl-108.25, Ext.-144.75, Tax Off-124.24, C Atty-132.99(2mos) D.Atty-205.75 (2mos), DPS-107.13	1,332.71	
21194	Sullivans	Airport-10.49, Janitors-48.92	59.41	

APPROVED THIS 17 day of Dec. 1978

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 1978

Page 3 of 3

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
21175	Harry W. Stafford, Atty.	Court Appt'd re Benjamin	175.00
21141	Shepherds Linen Supply	Janitors Uniforms	32.80
21163	Southwestern Bell Telephone	Propation Phone-Service Chg. only	164.45
21188	Tyler County Hospital	Lab Test re J. Joyce Jr. - Foster Child Care	11.00
21181	The Second Administrative Judicial District of Texas	Pro-Rata Share-Judicial Dist. Exp.	574.78
21120	Tex. Dist. & Co. Attorneys Assoc.	Printed Forms-Co. Atty.	32.18
21146	The University of Tex. Med. Branch	Food for Carlton Jeffcoat	30.00
21121	West Publishing Co.	Books-C. Atty-22.00, D.A.-11.00	33.00
21182	Woodsman Publishing Co.	Public Notices	346.72
21217	Western Data Services, Inc.	Equip. Lease-Tax Office	366.00
21185	Walraven Bros. Inc.	Forms- JPI-31.25, C.Cl.-9.83	41.08
21107	Xerox Crop.	Copy Mach. & Micro Printer-C.Cl.	1,037.38
		Tot.	26,333.39
21218	Sam Houston Electric	Airport Utilities	127.76
21221	Texas Mobile Medic	Trans. Pass. to Hosp. Lowell Jones, Jones & Brown	310.00

APPROVED THIS 17 day of Dec. 1978

COUNTY JUDGE

[Signature]

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

[Signature]

COMMISSIONER'S COURT OF December 17, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge I FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Date Allowed
21160	Allen Machinery Co. Inc.	Parts for Loader	\$ 793.72	
21100	Birdwell's Welding	Welding on Equip.	48.00	
21105	Geo. P. Bane, Inc.	Parts	518.43	
21162	Durham Electric Co.	Rebuilt Starter	48.50	
21101	E & L Lumber Co. Inc.	Bridge Timbers	126.00	
21161	Greenwood Exxon	Tire Repairs	71.30	
21102	Gulf States Utilities	Utilities @ Co. Barn	33.33	
21106	Hyco Equipment, Inc.	Oil Seal	6.84	
21202	Holderman's Bldg. Center	Hardware	27.10	
21104	Jackson Petroleum-Gulf	Fuel	3,056.67	
21098	Jo-Be Equipment Co. Inc.	Battery	74.90	
21096	Jerry's Exxon Station	Supplies-Rope & File	6.00	
21192	Sullivans	Misc. Supplies	33.48	
21099	Seneca Water Supply Corp.	Utilities @ Co. Barn	8.50	
21097	Woodville Auto Parts, Inc.	Parts & Labor	529.51	
21186	Deep East Tex. Worker's Comp.	Dec. Permium	259.26	
		Tot	5,641.54	
21219	South Magnolia Dr	Ice	15.84	

APPROVED THIS 17 day of Dec. 1978

Allen Branch
COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
Ann Nibel
COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge II FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	A
21112	Chester Water Supply Corp.	Utilities-Co. Barn	\$ 9.00	
21186	Deep East Tex. Worker's Comp.	Dec. Premium	236.64	
21110	Gulf Welding Supply Co.	Rent on Bottles	7.20	
21113	J.E. Gardner Oil Co.	Fuel	1,550.90	
21114	H & O Exxon	Tire Repair-80.60 Misc. Supplies-10.80, Gas-89.75	181.15	
21111	Woodville Auto Parts	Parts & Labor	330.24	
		<i>Tot.</i>	<i>2,315.13</i>	

APPROVED THIS 17 day of Dec., 19782

COUNTY JUDGE *Allen Cravels*

CLAIMS CHECKED AND APPROVE
Ann Nichol
COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge III FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	A
21132	A & M Motor Co., Inc.	Parts	\$ 25.65	
21130	A-Z Discount Auto Parts	Parts	7.05	
21137	Airco Welding Supply	Oxygen & Acetylene	19.00	
21125	B & Y Automotive	Labor on Equipment	20.00	
21133	Colmesneil Telephone Co.	Telephone @ Co. Barn (2 mos)	67.76	
21135	Freeman's	Culverts	758.10	
21208	Goodyear Service Store	Tires	104.72	
21129	Gulf States	Utilities @ Co. Barn	102.27	
21134	J.E. Gardner Oil Co.	Fuel	1,157.00	
21126	Jasper Distributing Co.	Tube & Tire	171.08	
21131	Jimmy's Auto Parts	Parts	106.15	
21139	Mustang Tractor	Parts & Labor	5,632.28	
21190	Office Supply Center	Office Supplies	13.53	
21138	Owens Exxon	Tire Repair-51.35, Ice 4.00	55.35	
21193	Sullivan's	Misc. Supplies	7.07	
21124	Turner's Radiator	Radiator Repair	15.00	
21127	Woodville Auto Parts	Parts & Labor	257.84	
21186	Deep East Tex. Worker's Comp.	Dec. Premium	433.20	
		Tot	8,953.05	

APPROVED THIS 17 day of Dec. , 1978

COUNTY JUDGE *Allen Cravens*

CLAIMS CHECKED AND APPROVED
Don Michel
 COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 1978 Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Road & Bridge IV FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	A
21186	Deep East Tex. Worker's Comp.	Dec. Permium	\$ 434.02	
21156	Fogle Equipment Co.	Parts & Labor on Grader	2,591.66	
21197	Freeman's	Culverts	420.24	
21153	Gulf Welding Supply Co.	Rent on Bottles	10.80	
21152	Gulf States	Utilities @ Co. Barn	34.85	
21151	J.E. Gardner Oil Co.	Fuel	1,354.90	
21155	McInnis Hardware & Supply	Ice	3.00	
21203	Mustang Tractor	Parts	36.69	
21195	Southwestern Bell Telephone	Telephone @ Co. Barn	20.56	
21159	Spurger Gulf Station	Ice-2.00, Parts-17.60	19.60	
21158	Spurger Mercantile	Misc. Supplies	8.55	
21157	Tyler Co. Water Supply Corp.	Utilities @ Co. Barn	10.00	
21154	Woodville Auto Parts	Parts & Labor	242.62	
		<i>Tot.</i>	5,187.47	

APPROVED THIS 17 day of Dec., 19782

COUNTY JUDGE *Allen Cravens*

CLAIMS CHECKED AND APPROVED
Allen M. Smith
 COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 197 82

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Fed. Rev. Shar. FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D All
1590-a	Deep East Tex. Worker's Comp.	Permiun-Solid Waste	\$ 104.65	
1586-a	J.E. Gardner Oil Co.	Fuel-Solid Waste	438.05	
1587-a	Woodville Auto Parts	Filters-Solid Waste	43.18	
			<i>585.88</i>	

APPROVED THIS 17 day of Dec. 19782

COUNTY JUDGE *[Signature]*

CLAIMS CHECKED AND APPROVED
[Signature]
COUNTY AUDITOR

COMMISSIONER'S COURT OF December 17, 1978

Page 1 of 1

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, Probation FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D All
<u>ADULT PROBATION</u>				
21186	Deep East Tex. Worker's Comp.	Dec. Premium	\$ 9.46	
21167	Rogers Office Supply	Office Supplies	138.07	
21163	Southwestern Bell Telephone	Long Dist. Calls Only-Telephone	15.18	
21165	West Publishing Co.	Books	30.95	
		<i>Tot</i>	193.66	
<u>JUVENILE PROBATION</u>				
21186	Deep East Tex. Worker's Comp.	Dec. Premium	4.52	
21166	Rogers Office Supply	Office Supplies	17.60	
21163	Southwestern Bell Telephone	Long Dist. Calls Only-Telephone	15.84	
21164	West Publishing Co.	Books	12.50	
		<i>Tot</i>	50.46	
<u>TRANSFERS</u>				
21168	From Adult Prob. to General	Rent for Copy Machine	29.84	

APPROVED THIS 17 day of Dec. 1978.

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

NOVEMBER 1982

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Austin Fuller

Month Of November 1982

County Treasurer

VOL 007 PAGE 587

FUND	Cash On Hand	Receipts Present Month	Transfers In (Out)	Disbursements Current	Cash On Hand	Certificates of Deposit	Available Resources
General	8759.16	75786.82	1542.10	119060.09	32972.01	200000.00	167027.99
Solid Waste	3389.51	150.39	.00	.00	3539.90	.00	3539.90
Tyler County Auto Report	(288.26)	40762.10	(22617.81)	6982.21	10873.82	6552.06	17425.33
Library	783.96	160.00	.00	.00	943.96	12137.68	13081.64
Capital Improvements	4908.59	40365.41	.00	139.40	45134.60	50000.00	95134.60
R & B #1	(5838.43)	43414.41	7677.66	14030.24	31223.40	20229.46	51452.86
R & B #2	(10403.59)	53095.75	6320.91	10355.56	38657.51	20229.46	58886.97
R & B #3	10247.58	7254.86	10901.14	13923.91	14479.67	.00	14479.67
R & B #4	(18411.45)	59874.14	5931.11	15466.15	31927.65	57309.78	89237.43
County Attorney Check Fees	617.00	239.00	.00	353.40	502.60	.00	502.60
District Attorney Check Fees	990.87	.00	.00	.00	990.87	.00	990.87
General R & B #2	.00	9725.16	(9725.16)	.00	.00	.00	.00
Adult Probation	(222.10)	11457.89	(29.95)	6458.30	4747.54	23263.88	28011.42
Juvenil Probation	1149.06	5175.05	.00	2107.77	4216.34	.00	4216.34
County Wide ROW	60870.33	.00	.00	2648.00	58222.33	20000.00	78222.33
Employees Savings	4400.00	585.00	.00	5240.00	(255.00)	.00	(255.00)
State Cost #1	4633.00	1867.50	.00	.00	6500.50	.00	6500.50
State Cost #2	888.50	350.00	.00	.00	1238.50	.00	1238.50
State CVC	60.00	215.00	.00	251.75	23.25	.00	23.25
Credit Union							
Totals For All Funds	66533.73	350478.48	.00	197016.78	219995.43	409722.32	629717.75
Bank Statement Balance							227234.63
Less Outstanding Checks							7239.20
Total Cash In Bank							219995.43

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Austin Fuller

Month Of November 1982

County Treasurer

007 PAGE 588

VOL

FUND	Cash On Hand 10-31-82	Receipts Present Month	Transfers In (Out)	Disbursements Current	Cash On Hand	Certificates of Deposit	Available Resources
Tyler County Payroll	24968.22	90485.99					
General				62277.80			
Solid Waste				1426.18			
Adult Probation				3487.15			
Juvenile Probation				1235.69			
County Attorney Check Fees				272.41			
R & B #1				5203.50			
R & B #2				4449.83			
R & B #3				5626.12			
R & B #4				6004.15			
Payroll Totals	24968.22	90485.99		89982.83			25471.38
Bank Statement Balance							55450.20
Less Outstanding Checks							29978.82
Total Cash In Bank							25471.38

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

Austin Fuller

Month Of November 1982

County Treasurer

	FUND	Cash On Hand	Receipts Present Month	Transfers In (Out)	Disbursements Current	Cash On Hand	Certificates of Deposit	Owe
VOL 007 PAGE 589	Indebtedness:							
	R & B #1-Motor Grader							70826.00
	R & B #1-John Deere Tractor							14445.50
	R & B #1-Motor Grader							2950.00
	R & B #2-Motor Grader							15995.00
	R & B #2-John Deere Tractor							17269.50
	R & B #3-Mack Truck							43795.00
	R & B #3-Backhoe							14996.25
	R & B #2-Motor Grader							41326.50
	R & B #4-Motor Grader							42390.00
	Total Indebtedness							263992.75
	Social Security Fund	862.55	11706.16	.00	11706.50	862.21		862.21
	Bank Statement Balance							862.21
	Less Outstanding Checks							.00
	Total Cash In Bank							862.21
	Tyler County Retirement	2.15	11530.30	.00	11530.30	2.15		2.15
	Bank Statement Balance							2.15
	Less Outstanding Checks							.00
	Total Cash In Bank							2.15

BALANCES, RECEIPTS AND DISBURSEMENTS

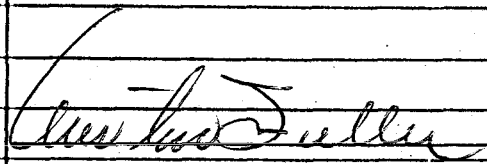
All Funds

Austin Fuller

Month Of November 1982

County Treasurer

VOL 007 PAGE 580

	FUND	Cash On Hand 10-31-82	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 11-30-82	Certifi- cates of Deposit	Available Resources
003-420	Federal Revenue Sharing	64902.39	.00	.00		62205.85	.00	62205.85
	General			100.00				
	Solid Waste			2596.54				
	Certificates of Deposit			.00				
	R & B #1			.00				
	R & B #2			.00				
	R & B #3			.00				
	R & B #4			.00				
	Jail			.00				
	Revenue Sharing Totals	64902.39	.00	.00	.00	62205.85	.00	62205.85
	Bank Statement Balance							62216.85
	Less Outstanding Checks							11.00
	Total Cash In Bank							62205.85
								
	Austin Fuller							
	County Treasurer							

WITNESS OUR HANDS, officially, this 17 day of December A.D.,
1982.

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/S/ Allen Sturrock

County Judge

/S/ Maxie Riley

Commissioner Pct. 1

/S/ H.K. Lowe

Commissioner Pct. 2

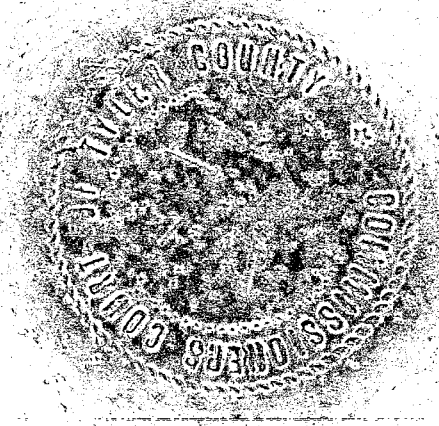
/S/ Jerry Mahan

Commissioner Pct. 3

/S/ Adnell Odom

Commissioner Pct. 4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Commissioner Pct. 1, Kenneth Lowe, Commissioner Pct. 2, Jerry Mahan, Commissioner Pct. 3, and Berton A. Odom, Commissioner Pct. 4, County Commissioners of Tyler County, Texas, each respectively, on this 17 day of December A.D., 1982.



Grace Bostick

Tyler County Clerk GRACE BOSTICK

By: _____
Deputy

Speed Letter®

To *Ann Michael*

VOL 007 PAGE 592

From *Billy H. Neal*

Subject *Copies AG MW 469 + Dallas County Procedures*

Message *Hope these copies will help you. In the AG opinion there is another interesting item, budgetary amendment process via grievance committee. Nice to talk with you - Merry Christmas + Happy New Year*
Date *12/15/87* Signed *Billy*

Reply

—No. 9 FOLD

—No. 10 FOLD



EO. 810

The Attorney General of Texas

Filed
12-17-82

VOL 007 PAGE 593

MARK WHITE
Attorney General

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214/742-8944

4824 Alberta Ave., Suite 160
El Paso, TX. 79905-2793
915/533-3484

1220 Dallas Ave., Suite 202
Houston, TX. 77002-6986
713/650-0666

806 Broadway, Suite 312
Lubbock, TX. 79401-3479
806/747-5238

4309 N. Tenth, Suite B
McAllen, TX. 78501-1685
512/682-4547

200 Main Plaza, Suite 400
San Antonio, TX. 78205-2797
512/225-4191

An Equal Opportunity/
Affirmative Action Employer

Opinion No. MW- 469 concerns the authority of a county to use public funds to reimburse the county sheriff for personal loans and expenditures incurred in conducting a narcotics investigation in the county.

The sheriff of Frio County, with the approval of the commissioners court, hired an undercover agent to investigate the traffic of drugs, although the county budget at the time contained no funds to finance the operation. The sheriff personally provided almost \$16,000 to finance the investigation, \$14,000 of which was loaned to the sheriff for the purpose by a local bank. The operation ended successfully with a number of grand jury indictments.

The sheriff is charged by law to be a conservator of the peace in his county, and to direct law enforcement officers within the county at his discretion. The commissioners court is authorized to allow reasonable expenses

(more)

necessary to the legal conduct of his office. Under case law, the reimbursement of a sheriff for personal funds used to meet such reasonable expenses is not considered illegal; the cost is considered to be an expense of the agency and not bar the use of public funds to reimburse the sheriff for money expended for a proper public purpose in the proper discharge of his duty.

The budgetary process of Frio County is governed by Article 689a-11, V.T.C.S. Under this law, if the commissioners court concludes that sums spent by the sheriff were emergency expenditures made at a time of grave public necessity to meet unusual and unforeseen conditions which could not reasonably have been included in the original budget, it may amend the budget to provide for their payment by the county. The budgetary amendment process could also be initiated by the sheriff if he requests a grievance committee hearing to revise the budget.

Article 2368a, V.T.C.S., restricts the power of the commissioners court to make contracts involving a liability on the county without submitting to competitive bids. The reimbursement of the sheriff for necessary expenses involves not a contractual obligation, but a statutory duty to which the competitive bidding statute does not apply. Neither is the sheriff's right to be reimbursed dependent upon where he obtained the funds or his personal obligations to repay them. Therefore, the competitive bidding statute is inapplicable in this situation.



The Attorney General of Texas

May 14, 1982

VOL 007 PAGE 595

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Attorney General

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An Equal Opportunity/
Affirmative Action Employer

Honorable James Warren Smith, Jr.
County Attorney
Frio County
P. O. Box V
Pearsall, Texas 78061

Opinion No. MW-469

Re: Authority of county to reimburse county sheriff with public monies for personal loans incurred in conducting county-wide drug investigations

Dear Mr. Smith:

As we understand the facts relating to your request for an opinion, the sheriff of Frio County, with the approval of the Frio County Commissioners Court, hired an undercover agent to investigate the traffic of drugs in the county. However, the county budget at the time contained no funds to finance the operation insofar as the purchase of drugs, and other expenditures, might be necessary to successfully complete the undercover work. In order to allow the investigation to go forward, the sheriff personally provided almost \$16,000 to finance it, \$14,000 of which was loaned to the sheriff expressly for that purpose by a local bank.

The operation ended successfully with a number of grand jury indictments. You ask if the sheriff may be reimbursed by the county for the money he personally expended on the project. If so, you ask if the county auditor may approve payment of the claim notwithstanding the absence of competitive bids as required by article 2368a, V.T.C.S.

It is the duty of the sheriff to be a conservator of the peace in his county, and to apprehend all offenders. Penal Code §2.17. The deployment of law enforcement officers within the county is a matter left to his discretion. Weber v. City of Satche, 591 S.W.2d 559 (Tex. Civ. App. - Dallas 1979, no writ). Article 3899, V.T.C.S., provides that each salaried sheriff "shall be entitled and permitted to purchase or charge to his county all reasonable expenses necessary in the proper and legal conduct of his office." And article 3912k, V.T.C.S., authorizes the commissioners court of a county to "fix the amount of compensation, office expense, travel expense, and all other allowances" for the sheriff. The commissioners court of the county is therefore authorized to allow such expenses if they are reasonably

necessary for the proper performance of the sheriff's duties. See Attorney General Opinion H-1250 (1978).

It has been suggested that the reimbursement of the sheriff in these circumstances would constitute a violation of article III, section 52 of the Texas Constitution, which prohibits the granting of public money or thing of value in aid of or to any individual. However, the reimbursement of a sheriff for personal funds used to meet reasonable expenses necessary in the proper and legal conduct of his office has never been considered illegal. See Hardy v. Lubbock County, 89 S.W.2d 243 (Tex. Civ. App. - Austin 1935, no writ). In Attorney General Opinion H-210 (1974), the director of the Texas Department of Public Safety asked about providing "flash rolls" to undercover agents for the purchase of evidence against narcotic traffickers. There it was said, "The money is used to combat crime, a proper public purpose.... The cost of 'purchasing' evidence under the circumstances... is an expense of the agency and not the individual expense of the employee acting for it. The Department should bear the financial burden and risk -- not the employee." See also Attorney General Opinion H-1148 (1978) (county "flash money" fund).

If money was expended by the sheriff for a proper public purpose in the proper discharge of his duty, the use of public funds to reimburse him for the expenditures is not barred by article III, section 52 of the constitution. Barrington v. Cokinos, 338 S.W.2d 133 (Tex. 1960). Nor is it necessarily a bar that, at the time the sheriff spent the money, there was no county money budgeted for such expenditures.

The budgetary process of Frio County is governed by article 689a-11, V.T.C.S. It specifies the time when the budget is to be adopted each year and provides:

When the budget has been finally approved by the Commissioners Court,... no expenditure of the funds of the county shall thereafter be made except in strict compliance with the budget as adopted by the Court. Except that emergency expenditures, in case of grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget, may from time to time be authorized by the Court as amendments to the original budget. (Emphasis added).

The commissioners court can ratify expenditures that it might have authorized originally. State v. Carnes, 106 S.W.2d 397 (Tex. Civ. App. - San Antonio 1937, no writ). See Gussett v. Nueces County, 235

S.W. 857 (Tex. Comm. App. 1921). If the commissioners court concludes that the sums spent by the sheriff were emergency expenditures made at a time of grave public necessity to meet unusual conditions which could not have been reasonably foreseen in time to include them in the original budget, it may, on its own motion, amend the budget to provide for their payment by the county.

The budgetary amendment process could also be set in motion by the sheriff himself if he requests a grievance committee hearing to revise the budgeted amount of expenses or allowances for his office. Section 2(d) of article 3912k, V.T.C.S., allows any elected county officer who is aggrieved by the setting of his expenses or other allowances by the commissioners court to request such a hearing. Assuming no deficit in county funds would result, a favorable committee determination could effect the necessary budgetary change. Neptune v. Renfro, 586 S.W.2d 596 (Tex. Civ. App. - Austin 1979, no writ); see also Jackson v. Leonard, 578 S.W.2d 879 (Tex. Civ. App. - Houston [14th Dist.] 1979, writ ref'd n.r.e.).

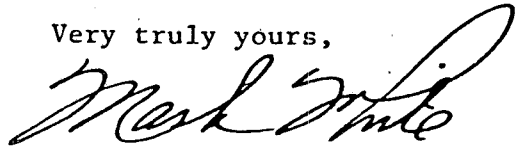
Article 2368a, V.T.C.S., about which you ask, restricts the power of the commissioners court to make contracts creating or imposing an obligation or liability of any nature or character on the county without first submitting the contract to competitive bids. Id. §2(a). The reimbursement of the sheriff for necessary expenses incurred does not involve a contractual obligation to the sheriff on the part of the county. It involves a statutory duty to which the competitive bidding statute is not applicable. The fact that part of the money used by the sheriff was obtained from a personal bank loan does not alter the situation. The repayment of the loan to the bank involves only a personal obligation of the sheriff to the bank, and it is irrelevant whether any money reimbursed to him is (or will be) actually used for that purpose by the sheriff. Whether he is entitled to be reimbursed for the personal funds he expended is not dependent upon where he obtained the funds, or what his personal obligations might be. See Attorney General Opinion V-1149 (1951).

Neither were the evidence "buys" true contractual transactions. They merely exposed the "flash" money used by the sheriff to a risk of loss -- much as sheriff's vehicles are exposed to possible damage or destruction when used in pursuit of law violators. The county never became contractually obligated for the purchase price of the contraband evidence, and was at all times legally entitled to recover any county money paid to the person from whom it was "purchased." See 14 Tex. Jur. III Contracts §176, at 287; 1 Tex. Jur. III Topic Service No. 18, §6. Cf. V.T.C.S. art. 4476-15, §§5.03(b), 5.07(a) (forfeitures); Penal Code §9.21(a) (public duty justification); City of Fort Worth v. Reynolds, 190 S.W. 501 (Tex. Civ. App. - Fort Worth 1916, writ ref'd w.o.m.) (illegal contract, constructive trust).

S U M M A R Y

The Frio County Commissioners Court is authorized to reimburse the sheriff for the personal funds he used to meet reasonable expenses of a narcotics investigation. The competitive bidding statute is inapplicable.

Very truly yours,



MARK WHITE
Attorney General of Texas

JOHN W. FAINTER, JR.
First Assistant Attorney General

RICHARD E. GRAY III
Executive Assistant Attorney General

Prepared by Bruce Youngblood
Assistant Attorney General

APPROVED:
OPINION COMMITTEE

Susan L. Garrison, Chairman
Jon Bible
Patricia Hinojosa
Jim Moellinger
Bruce Youngblood

SPECIAL CONDITION: CONFIDENTIAL EXPENDITURES
GUIDELINES FOR CONFIDENTIAL EXPENDITURES

Sept. 1, 1981

VOL 007 PAGE 599

Confidential expenditures are subject to prior approval by CJD. Confidential expenditures would be payment to informants, purchase of materials as evidence (such as narcotics), or other uses as may be required by law enforcement personnel working in an undercover capacity.* Such approval will be based on a finding that they are necessary and reasonable for proper and efficient administration of the program under which they are to be used. In this connection, CJD will make a finding also that the controls over the disbursement are adequate to safeguard against misuse of such funds.

1. Confidential expenditures will be authorized for subgrants at the state, county, and city level of law enforcement.
2. The funds authorized will be established in an imprest fund controlled by a bonded cashier.
3. The agent or officer in charge of the investigation unit to which the imprest fund is assigned must authorize all advances of funds up to \$500 to agents or officers for the purchase of information. Advances and payments in excess of \$500 must be approved by the head of the law enforcement unit to which the subgrant was made. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of informer.
4. There must be maintained by the investigation unit confidential files of the true names, assumed names, and signatures of all informers to who payments of confidential expenditures have been made. To the extent practicable pictures and/or fingerprints of the informer payee should also be maintained.
5. The cashier shall receive from the agent or officer authorized to make a confidential payment a receipt for cash advanced to him for such purposes.
6. The agent or officer shall receive from the informer payee a receipt of the following nature:

RECEIPT FROM INFORMER PAYEE

Receipt

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For and in consideration of the sale and delivery to the
(State, County, or City) of _____ of
information or evidence identified as follows: _____

I hereby acknowledge receipt of \$ _____ paid to me by
(State, County, or City) of _____

Date: _____ Signature: _____

* (Witness if any)

*The witness requirement will not in all instances be mandatory, depending on the nature of the meeting and exchange of funds. A requirement should be in effect that on 25 percent of the contacts, when payments are made, a second agent appear as the witness to the transaction. In addition, on 10 percent of the meetings the agent or officer in charge should be present to verify the payment to the informer.

7. The signed receipt from the informer payee with a memorandum detailing the information received will be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signature on the receipt with the confidential file of assumed name signatures. He shall also evaluate the information received in relation to the expense incurred, and add his evaluation remarks to the report of the agent or officer who made the expenditure. A certification of payment to the cashier will serve as support for the expenditure from the imprest fund. The certification will be witnessed by the agent or officer in charge on the basis of the report and informer payee's receipt.

8. Each agent or officer in charge shall prepare a quarterly report showing status and reconciliation of the imprest fund and itemizing each payment, name used by informer payee, information received and use to which information was put. This report must be made part of the files and reviewed quarterly by the head of the law enforcement agency to which the grant was made.
9. Each instance when CJD funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informer, are subject to audit by CJD.

As previously stated, confidential expenditures will be allowable only with the specific prior approval of CJD and must contain the following information:

1. Identity of subgrant and project, and estimated amount of funds to be used for confidential expenditures;
2. Identity of the agent or officer in charge of investigation and name of the bonded cashier.
3. A copy of the grantee/subgrantee written procedures to be used to safeguard these funds if they differ from LEAA's procedures.

No funds will be disbursed by CJD for payment of confidential expenditures until grant project director has completed a form certifying that he has read, understands, and will abide by the guidelines set out above.

WESTLAW SUBSCRIBER AGREEMENT

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AGREEMENT, between WEST PUBLISHING COMPANY ("WEST") and The County of Tyler, Texas (Tyler County Law Library) ("Subscriber") as follows:

1. Access to Data Base and License. WEST grants to Subscriber during the term of this agreement (i) a right of access to the data ("Data") in the WESTLAW data base ("Data Base") through a terminal in Subscriber's office for use in connection with Subscriber's professional work and (ii) a limited, nonexclusive, nontransferable license to use Data copyrighted (or copyrightable) by WEST and other contributors to the Data Base identified therein as copyright owners ("Contributors") in the performance of Subscriber's professional work. Any storage, reproduction, transmission, or transfer for consideration of any portion of the Data Base is strictly prohibited.

2. Subscription Fee. Subscriber shall pay WEST the fee for Plan described in Schedule A. Training is provided on the terms specified in Schedule A. Fees are exclusive of any State or local sales, use or other taxes of a similar nature and are subject to change (with notice) prior to the effective date of this agreement and twelve months thereafter upon sixty days' notice.

3. Billing and Payment. After the end of each calendar month, WEST will send to Subscriber an invoice setting forth charges incurred during such month in accordance with the adopted plan. Within thirty days after receipt of invoice, Subscriber will pay to WEST the full amount due. Thereafter WEST may charge Subscriber up to the maximum legal interest on any unpaid balance.

4. Equipment. The equipment ("Equipment") will be provided by WestLaw Services, Inc. and, if supplied by Subscriber, must be certified by West as to its compatibility with WESTLAW. Equipment will consist of:

1. Modem: Ven - Tel 212 Plus II
2. Hardware: IBM 3101 - H-P Printer
3. Software:

Schedule B1 and B2 cover purchase options available if Subscriber wishes to purchase the equipment from WEST. Equipment not purchased but provided to the customer by WEST under specified options, during the term of this agreement, shall be installed in an environment prepared by subscriber as requested and may be removed by WEST upon termination of this agreement. Equipment supplied by subscriber will be installed and maintained by subscriber at its expense. WEST (or its designated representative) shall have the exclusive right and obligation to connect, maintain and disconnect at any time the access line from the Equipment to the Data Base.

5. Alteration of Equipment. Equipment shall be kept by Subscriber in its sole possession. Subscriber is responsible for all use of and any damage to Equipment. An alteration or attachment to any piece of Equipment may be made only upon prior written approval from WEST. The term "alteration" means any change to any piece of Equipment which deviates from the manufacturer's physical, mechanical or electric machine design for such piece of Equipment, whether or not additional devices or parts are required or may be added. The term "attachment" means the mechanical or electric or electronic interconnection of other equipment and devices to any piece of Equipment.

6. Ownership and Dissemination of the Data Base and the Licensed Data. WEST and Contributor(s) shall remain the exclusive owners of all right, title and interest in the Data Base and Data licensed hereunder and all copyrights (and renewals, thereof) heretofore or hereafter secured therein. All publication, dissemination and other rights in the Data Base and the Data licensed hereunder are reserved to WEST and Contributor(s) in all languages, formats and media throughout the world for the sole and exclusive user or any other disposition by WEST and Contributor(s) or their assignees or grantees at any time and from time to time without obligation or liability to the Subscriber. Subscriber shall not make any printout or other tangible form of retrieved Data available to any other person without first obtaining a written agreement from such person not to further disseminate such material.

7. Copyright Notice. Unless each printout page or other tangible form of retrieved Data shall contain a WEST copyright notice, Subscriber shall stamp or otherwise affix on each printout page or other tangible form of retrieved Data a WEST copyright notice which, except if Subscriber is notified to the contrary, shall be the following notice (including the current calendar year):

"(c)COPR. WEST 19__ NO CLAIM TO ORIG. U.S. GOVT. WORKS"

8. Responsibility for Use of Data and Limitation of West's Liability. Subscriber assumes sole responsibility for all use of the Data Base and Data. WEST representatives are not authorized to assist with the performance of professional work. If Subscriber requests and receives assistance from WEST personnel in researching any point of law, such assistance shall be at Subscriber's risk, and WEST shall not have any responsibility or liability with respect thereto. WEST's full liability hereunder for any and all claims of damages, for any cause whatsoever and regardless of the form of the action, whether in contract or tort, including negligence, shall be limited to the fee paid or payable by Subscriber for access to and use of the Data Base and Data during the period any events which are the basis for any such claim(s) occur. IN NO EVENT SHALL WEST BE LIABLE FOR ANY DAMAGES RESULTING FROM SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM PROFESSIONAL WORK, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT, EVEN IF WEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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9. Term and Termination. This agreement will become effective, subject to approval and execution by an authorized representative of WEST in St. Paul, Minnesota, on the date the Equipment provides access to WESTLAW and will continue in force until terminated by either party upon sixty days' written notice to the other party; provided, however, that it may not be terminated prior to one year after the date on which this agreement first becomes effective. Either party, however, shall have the immediate right to terminate this agreement if the other party commits a material breach hereof. The second sentence of Section 1 and all of Sections 2, 3, 4, 6, 7, and 8 shall survive any termination of this agreement.

10. Entire Agreement. This agreement and its schedules constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

11. Assignment. Neither this agreement nor any rights hereunder may be assigned, sublicensed, or otherwise transferred, in whole or in part, by Subscriber, without prior written consent from WEST.

12. Limitation of Claims. Except for fees due hereunder or improper use of the Data Base, no claim, regardless of form, arising out of this agreement may be made, or action based upon such claim brought, by either party more than eighteen months after the basis for such claim becomes known to the party wishing to assert it.

13. Severability. If any provision of this agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected thereby.

14. Non-Waiver. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

15. Notice. All notices under this agreement shall be given in writing to the parties as follows:

To WEST: West Publishing Company
50 West Kellogg Boulevard
P.O. Box 3526
St. Paul, Minnesota 55165
Attention: T.J. McLeod
Manager, WESTLAW Division

To Subscriber:
Tyler County Law Library
Tyler County Courthouse
Woodville, Texas 75979

WEST PUBLISHING COMPANY

By: _____

Title: _____

Date: _____

Subscriber

By: Allen Sturrock

Title: County Judge

Street/Bldg: Tyler County Courthouse

City/State: Woodville, Texas 75979

Telephone: 713 / 283-3241

Contact: _____

February 1, 1982

SCHEDULE B3 TO WESTLAW SUBSCRIBER AGREEMENT

LEASE AGREEMENT

AGREEMENT entered into between WESTLAW SERVICES, INC., ("WSI") and The County of Tyler, Texas (Tyler County Subscriber) as follows:
Law Library)

1. Lease of Equipment. WSI hereby leases to Subscriber the following WESTLAW equipment ("Equipment"):

<u>Location</u>	<u>Quantities</u>	<u>Equipment</u>
<u>Tyler County Courthouse</u>	<u>1</u>	IBM 3101 Model 20 Display Terminal
<u>3rd Floor</u>	<u>1</u>	Hewlett Packard 2671A Printer
<u>Woodville, Texas</u>	<u>1</u>	Ven-Tel 212 Plus II Modem
<u>75979</u>	<u>1</u>	

Additional locations and Equipment shall be set forth in an attachment hereto in the same form. Cables necessary to connect the Equipment shall be provided by WSI. The telephone line and other supplies and materials required for installation and operation of the Equipment shall be the responsibility of Subscriber.

2. Charges Payable by Subscriber. The monthly charges payable for use of the Equipment are set forth in Exhibit 1 hereto. Said charges shall commence on the date the Equipment is delivered to Subscriber. Said charges are subject to change by WSI with notice prior to execution hereof by WSI, and upon 60 days prior written notice after the initial one year term hereof. Said charges are exclusive of any applicable sales, use or other taxes and of transportation charges incurred in shipping the Equipment outside the contiguous United States, if applicable. Such taxes and transportation charges shall be the sole responsibility of Subscriber. All billing and collection services hereunder shall be performed on behalf of WSI by West Publishing Company ("West"), and Subscriber shall pay all charges due hereunder directly to West under the terms and conditions governing billing and payment set out in Subscriber's WESTLAW Subscriber Agreement ("Subscriber Agreement").

3. Maintenance, Alteration and Inspection of Equipment.

(a) WSI or its designated representative shall maintain the Equipment in good condition, and shall perform all repairs and maintenance necessitated by normal usage of the Equipment or, at its option, shall replace the Equipment. Subscriber shall cooperate with WSI in WSI's performance of its obligation hereunder. Subscriber shall be responsible for all repairs, maintenance or replacements necessitated by misuse, abuse or theft of the Equipment.

(b) Alterations or attachments to the Equipment may be made only upon WSI's prior written approval. "Alterations" means changes which cause Equipment to deviate from the manufacturer's mechanical, electrical or other specifications, whether or not attachments are made. "Attachments" means any mechanical, electrical or other connection to Equipment. Any alteration or attachment to Equipment without prior written approval from WSI shall be deemed a material breach of this Agreement.

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(c) WSI or its designated representative may inspect the Equipment at Subscriber's premises at any time during normal business hours and may remove the Equipment at any time during normal business hours if Subscriber is in material breach of this Agreement. The Equipment shall be kept by Subscriber in its sole possession and shall not be relocated during the term of this Agreement without WSI's prior written approval.

4. Ownership and Use.

(a) The Equipment is the sole and exclusive property of WSI and Subscriber shall have no right or interest therein except the right to use the Equipment as contemplated by this Agreement and the Subscriber Agreement.

(b) The Equipment is and shall remain personal property even if installed in or attached to real property. WSI shall be entitled to display notice of its ownership on the Equipment.

(c) Subscriber shall keep the Equipment free and clear of all claims, levies, liens, encumbrances and other legal process. Subscriber shall give WSI immediate notice of any legal process affecting the Equipment.

(d) Subscriber shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or any part thereof, or attempt in any other manner to dispose of the Equipment or any right or interest therein.

(e) Subscriber shall permit the Equipment to be used only by competent and qualified personnel who have been trained in the use thereof.

5. WARRANTY AND LIMITATION OF WSI'S LIABILITY. WSI WARRANTS THAT IT OR ITS DESIGNATED REPRESENTATIVE SHALL REPAIR, MAINTAIN OR REPLACE THE EQUIPMENT AS SET FORTH IN PARAGRAPH 3(a) HEREOF. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WSI BE LIABLE FOR SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL RESEARCH OR WORK PROPERLY OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE EQUIPMENT, EVEN IF WSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Limitation of Claims. Except for claims based on charges due hereunder or misuse, abuse or theft of the Equipment, no claim, regardless of form, which in any way arises out of this Agreement or use of the Equipment may be made; or action based upon such claim brought, by any party more than one year after the basis for such claim becomes known to the party desiring to assert it.

7. Term and Termination. This Agreement shall become effective upon approval and execution by WSI in St. Paul, Minnesota, and shall continue in force until terminated by either party upon at least 60 days prior written notice to the other party; provided, however, that this Agreement may not be terminated prior to one year after the effective date. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice to the other party if the other party commits a material breach hereof. Upon termination, Subscriber shall be responsible for properly transporting the Equipment, according to WSI's instructions, to WSI or to such other location as WSI may designate.

SCHEDULE A TO WESTLAW SUBSCRIBER AGREEMENT

PLAN 1 - PRIVATE DIAL-UP SERVICE

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I. Monthly Subscription Charge. Subscriber shall have ___ terminal(s) at a monthly subscription charge of \$100 for the first terminal and \$50 for each additional terminal.

II. Equipment.

Equipment shall be purchased pursuant to Schedule B1.

Equipment shall be purchased pursuant to Schedule B2.

Equipment shall be leased pursuant to Schedule B3.

Equipment shall be provided by Subscriber. The Equipment must be certified by West as being compatible with WESTLAW.

III. Authorized Use. West shall issue a private terminal password to Subscriber. Subscriber may then allow persons other than its personnel to use WESTLAW, pursuant to the terms and conditions of the accompanying WESTLAW Subscriber Agreement ("Subscriber Agreement"), by means of such password, provided that each and every such person desiring to so access WESTLAW first executes a WESTLAW User Agreement in the form of Schedule C. All hours of use by persons using WESTLAW pursuant to Schedule C shall be attributable to Subscriber and included in Subscriber's monthly usage charges hereunder.

IV. Monthly Usage Charges. There shall be a minimum monthly usage charge equal to three hours of use, or one hour of use for each of Subscriber's terminals, whichever is greater. Monthly usage charges shall be determined pursuant to the following table (such charges shall be increased by \$20 per hour for Subscribers in Alaska, Hawaii and Puerto Rico):

<u>Hours of Use</u>	<u>Hourly Usage Rates</u>	<u>Cumulative Charges</u>
0-3	\$105	\$ 315
4-6	85	570
7-10	65	830
11-30	60	2030
31-50	55	3130
51-100	50	5630
101-up	45	

THERE ARE NO SEARCH SURCHARGES TO INCREASE THESE RATES.

Time which is included in the minimum monthly usage charge but was not actually used during the month may be credited against use in subsequent months, except that it may not be credited against future minimum monthly usage charges. All such credits shall expire if not used within the initial one year term of the Subscriber Agreement. In each succeeding one year term thereof, such credits shall accrue and expire in the same manner. Such credits are not transferable and shall be cancelled upon termination of the Subscriber Agreement.

V. Training Charges. Each of Subscriber's personnel who will use WESTLAW must complete a basic training session conducted by West or its designated representative on the use of WESTLAW. West or its designated representative shall provide such training sessions at a base charge of \$280 for the first day for up to 8 trainees and \$35 for each additional trainee thereafter. Such charges include written instructional materials, on-line training courses and personalized instruction. Subscriber shall receive a credit of two hours free WESTLAW use for each trainee so trained which shall be available solely to offset monthly usage charges in excess of the minimum monthly usage charge and shall be cancelled if not used within 30 days of such trainee's basic training session.

8 Number of Subscriber's Personnel to be Trained.

VI. Modification of Charges and Taxes. The charges set forth herein are subject to change by West with notice prior to execution by West of the Subscriber Agreement and upon 60 days prior written notice after the initial one year term thereof, and are exclusive of any applicable state or local sales, use or other taxes, which shall be paid by Subscriber.

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8. Entire Agreement. This Agreement (including all exhibits and other attachments) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating thereto. Any amendments hereto must be in writing and signed by both parties.

9. Assignment. Neither this Agreement nor any rights hereunder may be assigned, sublicensed, or otherwise transferred, in whole or in part, by Subscriber, without WSI's prior written consent.

10. Severability. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

11. Non-Waiver. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.

12. Notices. All notices hereunder shall be given in writing to WSI at WESTLAW Services, Inc., 58 West Kellogg Boulevard, St. Paul, Minnesota 55102, Attention: Michael Whetstone, and to Subscriber at the address set forth below.

WESTLAW SERVICES, INC.

SUBSCRIBER

By _____

By Allen Sturrock

Title _____

Title County Judge

Date _____

Address Tyler County Courthouse
Woodville, Texas 75979

Telephone (713) 283-3241

Contact _____

EXHIBIT 1 TO SCHEDULE B3

Lease Charges

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<u>Equipment</u>	<u>Number Of Units</u>	x	<u>Monthly Charges Per Unit</u>	=	<u>Total Monthly Charges For Type of Equipment</u>
IBM 3101 Model 20 Display Terminal	<u>1</u>		\$110.00		\$ <u>110.00</u>
Hewlett Packard 2671A Printer	<u>1</u>		\$ 75.00		\$ <u>75.00</u>
Ven-Tel 212 Plus II Modem	<u>1</u>		\$ 60.00		\$ <u>60.00</u>
Total Monthly Charge for Equipment					\$ <u>245.00</u>

All charges are subject to change by WSI with notice prior to execution of Schedule B3 by WSI and upon 60 days prior written notice after the initial one-year term of Schedule B3. All charges are exclusive of any applicable sales, use or other taxes and of transportation charges incurred in shipping the Equipment outside the contiguous United States, if applicable, which shall be the sole responsibility of Subscriber.

1983 BUDGET AMENDMENT
 TYLER COUNTY SHERIFF DEPARTMENT
 DECEMBER 17, 1982

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LINE ITEM	FROM	TO	INCREASE/ (DECREASE)
SALARY, OFFICIAL	\$ 22,047.00	\$ 22,047.00	\$ -0-
* SALARY, DEPUTIES (7)	96,984.00	113,148.00	16,164.00
SALARY, CH. DEPUTY & INVEST.	18,132.00	18,132.00	-0-
SALARY SECRETARY	9,348.00	9,348.00	-0-
SALARY, DISPATCHERS (2)	28,771.00	28,771.00	-0-
* SALARY, JAILERS (2)	52,464.00	26,232.00	(26,232.00)
* SALARY, STOCKMAN	-0-	10,068.00	10,068.00
SALARY, VACATION/SICK RELIEF	2,000.00	2,000.00	-0-
SOCIAL SECURITY	15,313.00	15,313.00	-0-
RETIREMENT	15,998.00	15,998.00	-0-
HOSPITALIZATION	17,791.00	17,791.00	-0-
TOTAL PERSONAL SERVICES:	278,848.00	278,848.00	-0-
OPERATING EXPENDITURES :			
OFFICE SUPPLIES	3,000.00	3,000.00	-0-
GAS, OIL, GREASE	25,000.00	25,000.00	-0-
TIRES & TUBES	3,000.00	3,000.00	-0-
PRISONERS MEALS	7,000.00	7,000.00	-0-
REPAIRS TO VEHICLES	6,000.00	6,000.00	-0-
MEDICAL & MISC. JAIL EXPENSE	1,500.00	1,500.00	-0-
LAUNDRY, ETC.	1,000.00	1,000.00	-0-
BOND PREMIUMS	-0-
TELEPHONE	5,000.00	5,000.00	-0-
TELETYPE	1,000.00	1,000.00	-0-
RADIO REPAIRS	4,000.00	4,000.00	-0-
OUT OF COUNTY TRAVEL	3,000.00	3,000.00	-0-
LIABILITY INSURANCE ON VEHICLES	1,000.00	1,000.00	-0-
SHERIFFS CAR ALLOW. & EXPENSE	3,600.00	3,600.00	-0-
UNIFORMS	2,200.00	2,200.00	-0-
FILM, CAMERAS	2,000.00	2,000.00	-0-
TOTAL OPERATING:	68,300.00	68,300.00	-0-
CAPITOL OUTLAY:			
PATROL CARS	20,000.00	20,000.00	-0-
GRANT, LAW ENFORCEMENT	2,000.00	2,000.00	-0-
TOTAL CAPITOL OUTLAY:	22,000.00	22,000.00	-0-
TOTAL SHERIFF DEPARTMENT	\$369,148.00	\$369,148.00	-0-

NOTICE OF TIME AND PLACE OF MEETING

COMMISSIONERS COURT
TYLER COUNTY, TEXAS


THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. - ART. 6252-17

NOTICE is hereby given that Commissioners Court will hold it's
Special meeting on FRIDAY, DECEMBER 17 1982 at 10:00 A.M.
in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A

1. APPROVE PAYING BILLS FROM AUDITORS OFFICE.
2. APPROVE COUNTY TREASURERS MONTHLY REPORT.
3. CONSIDER ADOPTING ORDER FROM COASTAL HIGHER EDUCATION AUTHORITY.
4. CONSIDER RESDLUTION ON RABIES CONTROL.
5. CONSIDER AGREEMENT WITH WEST PUBLISHING CO.
6. GO OUT FOR BIDS ON RADIOS FOR J.P.'s AND COMMISSIONERS.
7. ESTABLISH FUND FOR SHERIFFS OFFICE.

8. *Consider amending Budget for Sheriff's office*
JDM 12-16-82
57


Allen Sturrock, County Judge
Tyler County, Texas

NO. _____ TIME: 10:00 ^{AM} PM

DEC 14 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Elaine Owens*
Elaine Owens