

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
January 4, 2016 ---- 8:30 a.m.

THE STATE OF TEXAS ON THIS THE 4th day of January, 2016 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at the
Commissioners' Courtroom in Woodville, Texas, the following members of the Court present,
to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
KATRINA WALSTON	DEPUTY COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the above
were:

JACKIE SKINNER	COUNTY AUDITOR
BRYAN WEATHERFORD	SHERIFF
ANN PICKLE	ASST.CRIMINAL DIST. ATTORNEY

Sheriff Weatherford stated the judges, county attorneys and sheriffs throughout Texas had
received a letter from the Texas Association of Texas concerning signage in county buildings
relating to the new law of open carry of handguns and concealed handguns. He had spoken
with the District Attorney, Lou Cloy and she concurred with him in their discussion.

The sheriff referenced sections 46.03, 30.06 and 30.07 of the Penal Code and attorney general
opinions KP-0047 and KP-0049. SEE ATTACHED. Courtrooms and offices language is
unclear and requests are pending in the attorney general's office. The Texas Association of
Counties will notify counties as guidance becomes available. Sheriff Weatherford read
excerpts of a letter from TAC stating the AG opinion implied but does not state that blanket
gun bans in the entire building could subject the county to enforcement action and possible
fines. His main concern was for the safety of citizens and employees and further requested the
court place signage of 30.06 and 30.07 at the courthouse, justice center and the county office
complex.

Ann Pickle had entered the meeting.

Judge Blanchette stated that civil actions can be taken against the county; and, the court has
responsibility to the employees to provide a safe working environment.

The sheriff questioned the tax office building where the State Representative has an office.
Judge Blanchette responded that it was a concern because there were people that are unhappy
paying taxes, etc; however, licensed persons are allowed to carry handguns in the State Capitol
building. Discussion ensued concerning vulnerability and defining buildings and premises with
courtrooms and extensions of the court.

Presently all weapons are prohibited in a courtroom. Stevan Sturrock clarified that signs would
prohibit persons with handgun license from bringing weapons in the entire building.

Judge Blanchette stated, "We want to protect our people without infringing upon people's
rights to carry hand guns." Commissioner Nash wanted clarity as to what could be restricted
according to law without infringing upon people's rights and not subject the county to civil
litigation.

Commissioner Walston questioned the office complex building that housed four different
businesses: the Dollar General, JP office and courtroom, probation offices and commissioners'
offices. Commissioner Nash does not want their entire office complex building restricted. If the
building is restricted, he feels there should be mechanics in place that would notify them
creating more security than just a sign. Commissioner Nash suggested putting a signage on the
Justice of Peace, Pct. #1 door(glass) and on the inside of the commissioners' office door.

He felt the sign at the JP office would cover the Probation department. Mrs. Pickle added that the probation department is considered an "essential to the operation of the court". Ann Pickle had the opinion that the county clerk's office can be restricted also because they are an extension of the court and essential to the operation of the court, as well as the criminal district attorney's office.

In discussion, it was recommend by Stevan Sturrock, deputy sheriff, to secure the back door of the clerk's office as being restricted as a non-public entrance.

Stevan Sturrock stated the signage was notice to the public; it would not restrict employees having handgun license from caring guns.

Judge Blanchette summarized that the sheriff recommended signage at three buildings and discussion had modified the recommendation to include the clerk's office building and the criminal district attorney's office building.

A motion was made by **Commissioner Hughes** to post **signage** according to the agenda's action item for the courthouse building; and, the criminal district attorney's office building, the county clerk's office building, justice center and the office complex with the stipulation that the sign is not on the outside of the main entrance to the commissioners' offices but rather on the inside as you exit their back hall going into the justice court system portion of that building. **Commissioner Marshall** seconded the motion. Commissioner Marshall questioned to include the tax office in the restricted areas. Ann Pickle answer was no because there was no courtroom nor was the staff associated with a court. All voted yes and none no.

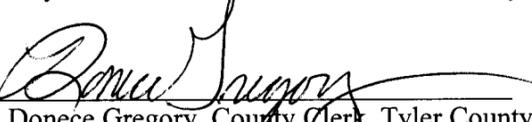
A motion was made by **Commissioner Marshall** to approve the contract for **long distance services** with the Texas Department of Information Resources/Communications Technology Services Division(DIR/CTS). **Commissioner Walston** seconded the motion. All voted yes and none no. SEE ATTACHED

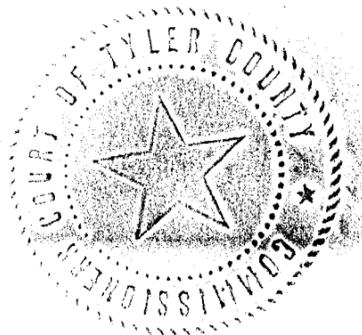
A motion was made by Commissioner Walston and seconded by Commissioner Marshall that the meeting adjourns. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 9:15 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners' Court, do hereby certify the fact that the above is a true and correct record of the Tyler County Commissioners' Court session held on January 4, 2016.

Witness my hand and seal of office on this 15th day of January, 2016.

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas





KEN PAXTON
ATTORNEY GENERAL OF TEXAS

December 21, 2015

The Honorable Allison Palmer
51st Judicial District Attorney
124 West Beauregard
San Angelo, Texas 76903-5850

Opinion No. KP-0047

Re: The extent to which firearms may be excluded from buildings that contain courts, offices utilized by the courts, and other county officials (RQ-0040-KP)

Dear Ms. Palmer:

You seek an opinion about whether provisions of the Penal Code prohibit the exclusion of firearms from certain county buildings.¹ You state that the Tom Green County Sheriff currently secures the district courthouse and the Tom Green County Justice Center and does not allow firearms inside the buildings even if the carrier has a concealed handgun license. *See* Request Letter at 1. You also tell us about the different offices that are located within other county buildings that house courts and ask whether firearms may be excluded from each of these buildings “even if the possessor of the firearm has a concealed handgun license.” *Id.* at 2.

Chapter 411 of the Government Code was amended in 2015 with the enactment of Senate Bill 273. Act of May 23, 2015, 84th Leg., R.S., ch. 593, § 1, 2015 Tex. Gen. Laws 2000, 2000–2001 (codified at TEX. GOV’T CODE § 411.209). The primary change under Senate Bill 273 is the creation of enforcement measures available against the state or a political subdivision that seeks to wrongfully exclude a person from carrying a handgun where the person may lawfully do so. *See id.* Section 411.209 provides:

A state agency or a political subdivision of the state may not provide notice by a communication described by Section 30.06, Penal Code, or by any sign expressly referring to that law or to a concealed handgun license, that a license holder carrying a handgun under the authority of this subchapter is prohibited from entering or remaining on a premises or other place owned or leased by the governmental entity unless license holders are

¹*See* Letter from Honorable Allison Palmer, 51st Judicial Dist. Att’y, to Honorable Ken Paxton, Tex. Att’y Gen. at 1–2 (July 14, 2015), <https://www.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs> (“Request Letter”).

prohibited from carrying a handgun on the premises or other place by Section 46.03 or 46.035, Penal Code.

TEX. GOV'T CODE § 411.209(a); *see also id.* §§ 411.171–209 (subchapter H providing for the licensing of handguns).² Because section 411.209 references sections 46.03, 46.035, and 30.06 of the Penal Code, we briefly discuss each provision. *See id.* § 411.209(a).

Section 46.03 of the Penal Code prohibits a person, including a licensee, from carrying firearms and other prohibited weapons, including handguns, in certain locations identified in the section.³ *See* TEX. PENAL CODE § 46.03(a), (f) (“Except as provided by Subsection (e-1), it is not a defense to prosecution under this section that the actor possessed a handgun and was licensed to carry a concealed handgun under Subchapter H, Chapter 411, Government Code.”). The enumerated locations include premises of schools and educational institutions, polling places during voting, and other specified locations. *See id.* § 46.03(a)(1)–(6). Relevant here, section 46.03 prohibits handguns from “the premises of any government court or offices utilized by the court, unless pursuant to written regulations or written authorization of the court.” *Id.* § 46.03(a)(3).

Penal Code section 46.035 lists the locations where a license holder may not carry a handgun. *See id.* § 46.035(b). The list of prohibited places in section 46.035 includes the premises of certain businesses involved in the sale of alcoholic beverages, the premises of a correctional facility, the premises of certain places of worship, and “in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting.”⁴ *Id.* § 46.035(b)(1)–(6), (c).

Section 30.06 of the Penal Code is a criminal trespass statute that essentially allows property owners to prohibit license holders from carrying concealed handguns onto their property by providing the prescribed notice. *See id.* § 30.06(a)–(b); *see also id.* § 30.06(c)(3) (providing exact language necessary to be included on any written communication intended to provide notice that entry with a handgun is prohibited). But it excepts that property which is “owned or leased by a governmental entity and is not a premises or other place on which the license holder is prohibited from carrying the handgun under section 46.03 or 46.035.” *Id.* § 30.06(a), (e). The exception in subsection 30.06(e) means that a governmental entity does not have general authority to prohibit concealed handguns from its public buildings other than a location listed in sections 46.03 and 46.035. *See id.* § 30.06(e); *see also* SENATE COMM. ON STATE AFFAIRS, BILL ANALYSIS, Tex. S.B. 273, 84th Leg., R.S. (2015) at 1 (“When uncooperative governments post signs to ban Texas citizens from carrying where it is legal, they are breaking the law and infringing on the

²House Bill 910, also passed in 2015, amended subchapter H and mostly removed the requirement of concealment with respect to an individual’s license to carry a handgun. *See* Act of May 29, 2015, 84th Leg., R.S., ch. 437, §§ 16–28, 2015 Tex. Gen. Laws 1706, 1710–1714 (codified at various provisions in TEX. GOV'T CODE ch. 411, subch. H).

³As you ask about only section 411.209 of the Government Code, we limit this opinion to a consideration of only the prohibition of handguns.

⁴You do not ask us to address the scope of subsection 46.035(c). *See* Request Letter at 1–2.

second amendment rights of Texas citizens. S.B. 273 provides an enforcement mechanism . . . to stop these illegal postings.”).

Taken together, these three provisions authorize a political subdivision to prohibit handguns from only the locations identified in Penal Code sections 46.03 and 46.035. Your questions do not implicate any limitation or expansion of the kinds of locations from which a governmental entity may prohibit handguns. Rather, you ask only about the scope of the location identified in subsection 46.03(a)(3) concerning the “premises of any government court or offices utilized by a court.” Request Letter at 1; TEX. PENAL CODE § 46.03(a)(3). Your questions implicate many fact sensitive issues that cannot be resolved in an attorney general opinion. However, we will provide the legal guidance that we can.

When construing statutes, courts seek to ascertain and give effect to the Legislature’s intent. *See Entergy Gulf States, Inc. v. Summers*, 282 S.W.3d 433, 437 (Tex. 2009). “The plain meaning of the text is the best expression of [that] intent[.]” *Molinet v. Kimbrell*, 356 S.W.3d 407, 411 (Tex. 2011). “If a statute . . . assigns a particular meaning to a term, [courts] are bound by the statutory usage.” *TGS-NOPEC Geophysical Co. v. Combs*, 340 S.W.3d 432, 439 (Tex. 2011). “Undefined terms . . . are typically given their ordinary meaning[.]” *Id.*

To determine the scope of the prohibition in subsection 46.03(a)(3), we need to construe the phrase “premises of any government court or offices utilized by the court,” which requires an examination of the term “premises.” TEX. PENAL CODE § 46.03(a)(3). Subsection 46.035(f) defines the term “premises” for purposes of section 46.03. *Id.* § 46.035(f)(3); *see also id.* § 46.03(c)(1) (defining “premises” by reference to section 46.035). “‘Premises’ means a building or a portion of a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area.” *Id.* § 46.035(f)(3) (emphasis added). “[T]he word ‘or’ is a disjunctive conjunction that indicates a choice between two alternatives generally corresponding to ‘either’ or ‘either this or that.’” *Gunn v. Phillips*, 410 S.W.2d 202, 206 (Tex. Civ. App.—Houston 1966, writ ref’d n.r.e.). The common meaning of “building” is “a structure with a roof and walls, such as a house, school, store, or factory.” NEW OXFORD AMERICAN DICTIONARY 228 (3d ed. 2010); *see also* TEX. PENAL CODE § 30.01(2) (defining “building” as “any enclosed structure intended for use or occupation as a habitation or for some purpose of trade, manufacture, ornament, or use”). Section 46.03 neither provides nor directs us to a definition of “government court,” but article V, section 1 of the Texas Constitution vests judicial power in listed courts and “such other courts as may be provided by law.”⁵ TEX. CONST. art. V, § 1. It is likely that a court would determine that a “government court” under section 46.03 is any of the judicial bodies created by either the Texas Constitution or by the Legislature. We also consider the meaning of “offices utilized by the court.” TEX. PENAL CODE § 46.03(a)(3). Section 46.03 does not define the term “office,” but a Texas court of appeals has defined “office”

⁵The Legislature has provided for the courts in chapters 22 through 30 of the Government Code, which contain provisions for each of the different types of courts, and all of which have judicial authority to determine rights as between persons or property. *See* TEX. GOV’T CODE §§ 22.001–.302 (appellate courts), 24.001–.954 (district courts), 25.0001–.2702 (statutory county courts), 26.001–.353 (constitutional county courts), 27.001–.061 (justice courts), 29.001–.105 (municipal courts), 30.00001–.01904 (municipal courts of record). Created by the Texas Constitution or by the Legislature, these bodies are courts established by the government.

as a “place where a particular kind of business . . . is transacted.” *Anderson v. State*, 17 Tex. Ct. App. 305, 310 (1884). The common meaning of “utilize” is to “make practical and effective use of.” NEW OXFORD AMERICAN DICTIONARY 1909 (3d ed. 2010).

Thus, the phrase “premises of any government court” generally means either (1) a structure utilized by a court created by the Texas Constitution or the Legislature, or (2) a portion of such a structure. And the premises of an office utilized by the court generally means a building or portion of a building that is a place where the business of a government court is transacted.

But such alternatives still do not provide any clarity with respect to where section 46.03 prohibits handguns. If the Legislature intended for the entire structure with a government court in it to be a location from which firearms are excluded, it could have redefined “premises” to mean only a building. See *Kappus v. Kappus*, 284 S.W.3d 831, 835 (Tex. 2009) (recognizing that the Legislature chooses “its words carefully and intentionally”). It did not. To so construe subsection 46.03(a)(3) would essentially render the language “portion of a building” meaningless—a construction that, like the courts, we try to avoid. See *Hanson v. Jordan*, 198 S.W.2d 262, 263 (Tex. 1946) (stating that courts “should avoid a construction which renders any provision meaningless”). By including the “portion of a building” language, the Legislature evidenced an intent to have the prohibition in subsection 46.03(a)(3) equally apply to an area that is less than the entire structure. Thus, the disjunctive “or” in the phrase may not provide a discretionary choice between two alternatives as much as recognition that flexibility is necessary to accommodate the different kinds of spaces courts utilize in various types of buildings.

Further, when considering the statute as a whole, under subsection 46.03(a)(3) a court may issue written regulations or provide authorization concerning the allowance of firearms on its premises. See TEX. PENAL CODE § 46.03(a)(3) (establishing an offense for carrying a prohibited weapon “on the premises of any government court or offices utilized by the court, unless pursuant to written regulations or authorization of the court”). A court’s authority with regard to such regulations or authorization would not include areas of the building that are beyond the operations of the court. This is some indication that the Legislature intended the prohibition in subsection 46.03(a)(3) to have a limited reach.

Yet, in the greater context of section 411.209’s penalty against a governmental entity improperly excluding handguns, the Legislature also amended subsection 46.035(c), Penal Code, to prohibit handguns from the “*room or rooms* where a meeting of a governmental entity is held.” TEX. PENAL CODE § 46.035(c) (emphasis added). By this amendment, the Legislature indicated that it knows how to limit the handgun prohibition to a specific room in which an activity is conducted. The Legislature chose to use the term “government court,” instead of government courtroom. *Id.* § 46.03(a)(3). So, though the Legislature may have intended subsection 46.03(a)(3) to have a limited reach, it did not expressly limit section 46.03(a)(3) to only the room that houses the government court.

The Legislature has not clearly demarcated, or established, a precise boundary in a building or portion of a building at which handguns are prohibited or permitted. Yet, it has established an enforcement scheme that can be properly effectuated only where such a boundary is determined and definitive. Similarly, the Legislature has not provided the Attorney General’s Office with

specific authority to make rules governing this enforcement scheme. While the outside limits of subsection 46.03(a)(3) may be unclear, at the very least it can be said that the Legislature intended to prohibit concealed handguns from the rooms that house government courts and offices central to the business of the courts.⁶ Accordingly, in the absence of clarity from the Legislature and in order to provide concrete advice to governmental entities seeking to secure their courts without penalty, we construe subsection 46.03(a)(3) to encompass only government courtrooms and those offices essential to the operation of the government court. Section 46.03(a)(3) recognizes the power of government courts to override the ban on concealed handguns in that a court may issue “written regulations or written authorization” allowing the carrying of concealed handguns in their spaces. Likewise, we routinely acknowledge that decisions such as this are for the governmental entity in the first instance, subject to the applicable review. *See, e.g.*, Tex. Att’y Gen. Op. KP-0007 (2015) at 2 (concluding that the determination of whether the expenditure of public funds is for a public purpose is for the governmental body in the first instance, subject to judicial review). Accordingly, the responsible authority that would notify license holders of their inability to carry on the respective premises must make the determination of which government courtrooms and offices are essential to the operation of the government court. And it is that authority that could face the statutory civil penalty. TEX. GOV’T CODE § 411.209(a) (prohibiting “[a] state agency or a political subdivision of the state” from providing improper notice). If this authority is not the government court itself, the responsible authority would presumably consult with the government court to determine what government courtrooms and offices are essential to its operation.

⁶Toward that end, these parameters from the Legislature will presumably prevent a governmental body from using pretext to attempt to exclude the licensed carrying of handguns where the law allows it.

S U M M A R Y

For purposes of section 411.209 of the Government Code, the phrase "premises of any government court" used in Penal Code subsection 46.03(a)(3) generally means either (1) a structure utilized by a court created by the Texas Constitution or the Legislature, or (2) a portion of such a structure. The premises of a "government court or office utilized by the court" means a government courtroom or those offices essential to the operation of the government court. The responsible authority that would notify license holders of their inability to carry on the respective premises must make the determination of which government courtrooms and offices are essential to the operation of the government court, in consultation with the government court.

Very truly yours,



KEN PAXTON
Attorney General of Texas

CHARLES E. ROY
First Assistant Attorney General

BRANTLEY STARR
Deputy Attorney General for Legal Counsel

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

CHARLOTTE M. HARPER
Assistant Attorney General, Opinion Committee



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

December 21, 2015

The Honorable Wesley H. Mau
Hays County Criminal District Attorney
712 South Stagecoach, Suite 2057
San Marcos, Texas 78666

Opinion No. KP-0049

Re: Questions regarding a notice prohibiting entry with a handgun onto certain premises under section 30.06 of the Penal Code and section 411.209 of the Government Code (RQ-0051-KP)

Dear Mr. Mau:

You present several questions about what constitutes a violation of section 411.209 of the Government Code as implicated by Penal Code section 30.06, which provides for a notice to prohibit entry with a handgun onto certain premises.¹ In connection with your request, you tell us that the Hays County Government Center ("Center") is "a large, three-story structure housing a variety of government offices." Request Letter at 1. You indicate that many of the offices in the Center are inhabited by courts or offices utilized by the courts but that several offices in the Center "do not serve the courts." *Id.* at 2. And you inform us that Hays County has historically prohibited weapons from being carried within the entire building. *Id.* You tell us that several signs are posted in the parking lot and at the entrance to the Center indicating that it is a "Weapons Free Zone." *Id.* Further, you tell us that "a metal-detector-equipped security checkpoint" is located a short distance inside the entrance to the Center. *Id.* You also indicate that "there are no '30.06 signs' posted, and the existing signage does not reference 'a law or a concealed handgun license.'" *Id.* at 2-3. Finally, you state that the sheriff's deputies provide notice to licensees upon passing through the security station "that they may not proceed into the building with a firearm" due to subsection 30.06(a)(2)(B) of the Penal Code. *Id.* at 3.

With this context, you specifically ask:

- (1) Does a sign that says, "Weapons Free Zone," but which does not include the language of [subsection] 30.06(c)(3)(A), violate the restrictions imposed on the government by [section] 411.209,

¹See Letter from Honorable Wesley H. Mau, Hays Cnty. Crim. Dist. Att'y, to Honorable Ken Paxton, Tex. Att'y Gen. at 1, 3 (Sept. 9, 2015), <https://www.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs> ("Request Letter").

instead, it creates an offense and penalty for a governmental entity that seeks to prohibit a licensee from carrying a handgun onto premises where handguns are lawfully permitted. *See* TEX. GOV'T CODE § 411.209(a). Thus, these questions present the issue of whether a written notice that does not conform to the language required of a "written communication" in subsection 30.06(c)(3)(A), or an oral notice, function as notice to a licensee that handguns are prohibited such that if posted in an area where handguns are permitted would serve as grounds to support a complaint against the governmental entity. In other words, we must determine whether subsection 411.209(a) is implicated by an oral notice or a written notice that does not conform to the language provided in section 30.06.

In our consideration of section 411.209, we are mindful that the primary canon of statutory construction is to determine the intent of the Legislature. *City of Lorena v. BMTP Holdings, L.P.*, 409 S.W.3d 634, 641 (Tex. 2013). Like the courts, we seek that intent first and foremost from the text. *See id.* Courts only "resort to rules of construction or extrinsic aids" when a statute's words are ambiguous. *Entergy Gulf States, Inc. v. Summers*, 282 S.W.3d 433, 437 (Tex. 2009); *see also* TEX. GOV'T CODE § 311.023(3), (5) (allowing for the consideration of legislative history or the "consequences of a particular construction" to aid in statutory construction).

The language of subsection 411.209(a) broadly refers to a notice that is "a communication described by Section 30.06, Penal Code" or "any sign expressly referring to that law or to a concealed handgun license." TEX. GOV'T CODE § 411.209(a). Section 30.06 describes notice given orally or by "written communication." *See* TEX. PENAL CODE § 30.06(b), (c)(3)(A)–(B) (specifying language for a "written communication"). Yet, other subsections of 411.209, which govern the attorney general's enforcement of section 411.209, refer to only a sign. *See* TEX. GOV'T CODE § 411.209(d) (requiring citizen complaint to describe the "specific location of the sign found to be in violation") (emphasis added), (f)(1) (requiring the office of the attorney general to give a governmental entity notice that "describes the violation and specific location of the sign") (emphasis added), (f)(3) (authorizing the office of the attorney general to give the governmental entity fifteen days "to remove the sign and cure the violation") (emphasis added). This limited language about a sign differs from the initial and broad description of a "communication described by section 30.06." *Id.* § 411.209(a). Again, the Legislature has not acted with great clarity in this matter and enacted section 411.209 with internal ambiguities regarding the nature of the notice, the giving or posting of which by a governmental entity may subject the governmental entity to a penalty. Thus, we consider relevant legislative history. *See id.* § 311.023(3) (allowing for the consideration of legislative history to aid in statutory construction).

The bill analysis for Senate Bill 273, enacting section 411.209, states that "[w]hen uncooperative governments post signs to ban Texas citizens from carrying where it is legal, they are breaking the law and infringing on the second amendment rights of Texas citizens. S.B. 273 provides an enforcement mechanism . . . to stop these illegal postings." SENATE COMM. ON STATE AFFAIRS, BILL ANALYSIS, Tex. S.B. 273, 84th Leg., R.S. (2015) at 1. A similar motivation was behind the Legislature's 2003 addition of subsection 30.06(e) of the Penal Code, which operates to preclude a governmental entity from prohibiting the carrying of handguns from premises other than those listed in sections 46.03 and 46.035. *See* TEX. PENAL CODE § 30.06(e). The bill analysis for the enactment of subsection 30.06(e) acknowledged that some governmental entities have misinterpreted the law to "allow[] them to ban weapons in any location other than the specific

S U M M A R Y

Pursuant to Opinion KP-0047, it is only the courtrooms, and those offices determined to be essential to their operations, from which Hays County may prohibit concealed handguns without risk of incurring a civil penalty under section 411.209 of the Government Code.

A court would likely conclude that section 411.209 of the Government Code can be implicated by a governmental entity that seeks to improperly prohibit handguns from a place where handguns may be lawfully carried through oral notice or by a written notice that does not conform to section 30.06 of the Penal Code.

By the terms of section 30.06 of the Penal Code, a license holder carrying a concealed handgun who refuses, after notice by the governmental entity, to exit premises from which Penal Code sections 46.03 or 46.035 prohibit handguns commits an offense punishable as a misdemeanor. Conversely, a licensee who refuses to relinquish any concealed handgun or refuses to exit the building after being given notice by a governmental entity does not commit an offense if the building is not one from which sections 46.03 and 46.035 prohibit concealed handguns.

Very truly yours,



KEN PAXTON
Attorney General of Texas

CHARLES E. ROY
First Assistant Attorney General

BRANTLEY STARR
Deputy Attorney General for Legal Counsel

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

CHARLOTTE M. HARPER
Assistant Attorney General, Opinion Committee



Department of Information Resources Communications Technology Services Division Service Agreement

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it

may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V hereof.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

- 6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.
- 6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.
- 6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.
- 6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.
- 6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

“Force Majeure” means the parties’ performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

“Provision” and “provisioning” means DIR/CTS has acquired, arranged for or provided at the Customer’s site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at <http://www.dir.texas.gov/cts/Pages/cts.aspx> . Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: TYLER COUNTY ~~_____~~ DEPARTMENT OF INFORMATION
RESOURCES

BY: Jacques L. Blanchette BY: _____

NAME: JACQUES L. BLANCHETTE NAME: Wayne Egeler

TITLE: CO. JUDGE TITLE: Director, Communications Technology
Services

DATE: 1/4/16 DATE: _____

Office of General Counsel _____

Please fill out the form in its entirety; all of the information is required. Please E-mail completed form to: telecom.solutions@dir.texas.gov

You may tab from one field to the next.

Page 1 of 2

General Information

Agency or Organization Name: Tyler County
 Agency Contact (Full name): Jackie Skinner
 Complete Mailing Address: 100 West Bluff St., Room 110
(Street/PO Box)
Woodville, TX 75979
(City), (State) (Zip)
 Contact Telephone Number (with area code): (409) 283-3652 Ext: _____
 Main Agency Telephone Number: (409) 283-3652 Ext: _____

Tex-AN Eligibility

The Texas Agency Network (Tex-AN) for Communications Technologies, is provided to all state agencies and offered to political subdivisions and assistance organizations. Political subdivisions include public schools, public libraries, public hospitals, city and county governments.

Texas Comptroller of Public Accounts Taxpayer Identification Number: _17460025764

Eligibility for TEX-AN information Local Government
 (brief description): _____



NOTE: Please attach the citation to state law under which your entity was created. If you are privately owned, we will not be able to provide your telecommunications requirements.

Contacts

Contracting Services

Name: Sean Baker
 Title: Director
 Address: 25777 Detroit Rd Ste 400
(Street/PO Box)
Westlake, OH 44145
(City), (State) (Zip)
 Telephone Number: (216) 704-6160 Ext: _____
 E-mail: sbaker@spyglass.net

Accounts Payable – Please note that monthly Tex-AN invoices are obtained from the DIR Invoice Retrieval Web site and you will receive an e-mail from DIR with your login and password information.

Name: Carol Dowdy
 Title: Assistant County Auditor
 Address: 100 West Bluff St., Room 110
(Street/PO Box)
Woodville, TX 75979
(City), (State) (Zip)

Telephone Number: (409) 283-3652 Ext: _____
 E-mail: carol.aud@co.tyler.tx.us

Authorized Ordering Representative - This is the individual (s) who will be placing orders on your behalf.
 Please note that if you want a Vendor to place orders on your behalf, a Letter of Agency must be executed and provided to DIR.

Name: Jackie Skinner
 Title: County Auditor
 Address: 100 West Bluff St., Room 110
(Street/PO Box)
 Woodville, TX 75979
(City) (State) (Zip)
 Telephone Number: (409) 283-3652 Ext: _____
 E-mail: jskinner.aud@co.tyler.tx.us

Please provide information as to what Tex-AN services you are interested in:

Please note: All non-state customers are required to sign a DIR agreement and provide a fiscal year purchase order (9/1 – 8/31) prior to ordering service.

Important DIR contact information:

- | | |
|--|--|
| newtelecombilling@dir.texas.gov | Invoice retrieval information/problems email box |
| Telecom.solutions@dir.texas.gov | Orders mailbox |
| Telebilling@dir.texas.gov | Billing Questions |
| Texan-L-subscribe-request@dillo.capnet.state.tx.us | TEX-AN List Service – to receive information about TEX-AN |
| NetMgr-L-subscribe-request@dillo.capnet.state.tx.us | This list service is used to notify customers of outages or maintenance affecting TEX-AN and DIR network services. |

DIR Network Operations Center (NOC) Help Desk – Tex-AN

Call: 877-472-4848 option 2 or 512-475-2432 (within the Austin area)
 Hours of Operation for the DIR NOC: Monday thru Friday from 7:30 am – 05:30 pm.



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Monday
January 4, 2016
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be considered and/or discussed;

Agenda

- **CALL TO ORDER**
 - Establish Quorum

I. CONSIDER/APPROVE

8:30am **A. Open/Concealed carry signage in county facilities – Bryan Weatherford, Sheriff -**

Judges called meeting to order
 Not topic @ - courts wished; Bryan Weatherford spoke @ D Attorney,
 on matter, he feels they are on same thoughts, received letter con. concealed carry
 4603 code - Tyler Co. open carry as statute 3 of 10 compliance, effect Jan. 1, 2016 -
 3006 conc. from Texas Ass. of Counties, the Verba of laws, DAME letter, Multiple request
 3007 - correct op from Texas Ass. of Counties, the Verba of laws, DAME letter, Multiple request
 of when to allow, Courthouse, Justice Center, Courtroom, - Attorney Gen. comments - concealed carry
 in Courtrooms, employee bonds;
 would a court action,

B. The State of Texas contract for long distance services – Jackie Skinner, Auditor

m to approve all IT's by all -

➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on _____ 2016 Time _____
Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

Present: RW, JS, JS, MN, R, H.
JB, MM, SW, Scott, Yorko, Jacques, Secord
Justford, Jany R. - DA's office, (2)

By: Katrina Valost (Deputy)

1. continued; BW recommendation consider & approve zone 6 & 30A 17 -
AS4603 - Justice Center and Court Room prohibition place -
6th office complex.

JB - Court security, speaks on matter, civil cases that
may come against us - says any cases that file; a few 1-1
open to reg. -

DA office: 1, 15⁰⁰ for
conc. Annex building, state level no.

JB - suggest a first step in matter; bulletproof protection suggested by MN,
discussion in misdemeanors - class A & class C. ??? Omg.
subject to be careful on civil cases filed against public. A ongoing discussion
not employee.

Discussion on Committee whether restrict as office or not.

Court Room.

Scott Yorko - about public areas. Pt. Dep. City Hall, not a public area, concerned elderly
in; but put up signs. Signal up, put people on notice on the law of
building.



January 4, 2015

(1) Consider 1

MM does not ~~waive~~ their building restrictions.

MM consents it makes it legal.

Signage is not for employees, but for the public, does not affect.

JB. - all in conversation signs, ~~where~~.

MM, 1? don't ask, on Jack building, in question on

all signs or just adult park & Jack office.

Rusty Hughes: suggest get it done put signs up - John & me.

3 facilities, to provide signs.

Amen it.

MM.

RH motions - don't put - MM. Zads.

Anne's Lynette cannot be included has to courtroom -

Cl. over back door.

re

Opeta - front door

MM.

Belin House - all I's - -