



## 76<sup>th</sup>/276<sup>th</sup> JUDICIAL DISTRICT COURTS

**Kerry D. (Danny) Woodson**  
P. O. Box 1306  
Mt. Pleasant, TX 75456  
(903)577-6736

**Robert Rolston**  
P.O. Box 2224  
Mount Pleasant, TX 75456  
(903)645-3556

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October 30<sup>th</sup>, 2014

Honorable Brian Lee, County Judge  
Honorable Thomas Hockaday, County Court Commissioner  
Honorable Al Riddle, County Court Commissioner  
Honorable Mike Fields, County Court Commissioner  
Honorable Phillip Hinton, County Court Commissioner

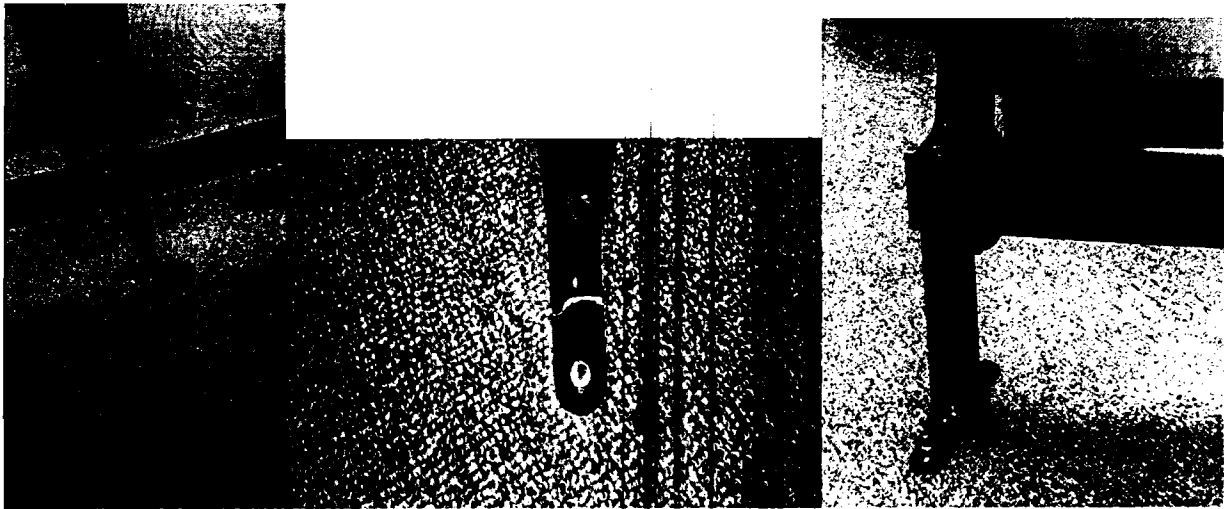
Re: Need for New Seating, District Courtroom. Courtroom A

Dear Judge Lee and Honorable Titus County Commissioners:

The Current seating in the District Courtroom in Courtroom "A" has deteriorated to such an extent that they now present a safety hazard. Some of the seats, which are connected by a "beam" system, have come loose from the floor, have cracked bases, bent arms and are experiencing detachment of arm covers that sit on top of underlying metal.

Please see photographs below which exhibit some of the problems with the current seating:





The three seats to the right of the courtroom viewed from the Judges bench have become so unstable that they are taped off as reflected in the above photographs. Although tightening of anchor bolts may restore some stability such remedial effort would result in only a temporary benefit and would not address the overall compromised integrity and safety of the current seating system.

Replacement of the seats with a better quality of seats with cast iron durable bases can be purchased using current available money from the County's Indigent Defense Funds. The estimated replacement cost is \$10,337.18. The current balance of the monies in the Indigent Defense Fund is approximately \$13,000.00. See attached emails confirming the foregoing statements from the Titus County Auditor's Office and a representative of the Indigent Defense Commission.

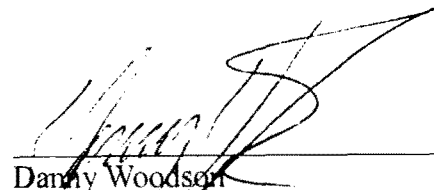
The undersigned have requested this matter be placed on this Honorable Commissioners' Court's Agenda for November 10<sup>th</sup>, 2014 at which time a presentation is contemplated to demonstrate the type and styles of the new seating, of which purchase is requested.

In the interim, Commissioners, at their convenience, are certainly welcome to inspect the current seats which will afford an opportunity to see first-hand the need for replacement of the old seats.


We look forward to presenting this matter for your consideration at the regular session of this Honorable Commissioners' Court scheduled for 9:00 A.M., November 10<sup>th</sup>, 2014.

Thank you for your anticipated consideration of this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Danny Woodson', written over a horizontal line.

Danny Woodson  
District Judge  
76<sup>th</sup> Judicial District Court  
Titus County, Texas

A handwritten signature in black ink, appearing to read 'Robert Rolston', written over a horizontal line.

Robert Rolston  
District Judge  
276<sup>th</sup> Judicial District Court  
Titus County, Texas

**Subject:** Morris County Formula Grant  
**From:** Dominic Gonzales (DGonzales@tidc.texas.gov)  
**To:** kwilson521@yahoo.com; EColfax@tidc.texas.gov; TCruz@tidc.texas.gov;  
**Cc:** judgewoodson76@gmail.com; rmrolston@gmail.com; titusjudge@gmail.com;  
**Date:** Wednesday, November 5, 2014 10:19 AM

Mr. Wilson,

Thanks for your email about Formula Grant Funds. The Formula Grant Request For Applications (RFA) is available online at this [link](#). It's also available at the top of the online submission page that we use to keep track of grants and indigent defense information, which can be found at this [link](#). The RFA contains the instructions and grant rules for the Commission's Formula grants. The due date for the next round of Formula Grants is November 21, 2014.

The formula grant award is based on indigent defense expenditure data that county auditors and treasurers are statutorily required to report to the Commission each year. The actual funds that counties receive are paid to the local general fund, which fall under the purview of the County's Commissioners Court and County Judge.

Best,

Dominic Gonzales

Texas Indigent Defense Commission

512-463-2573

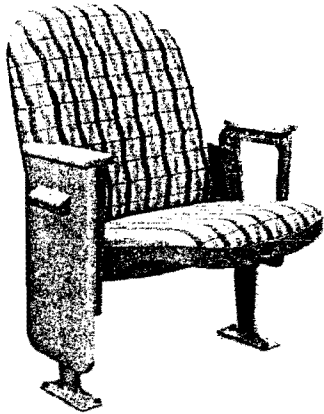
**From:** Kenneth Wilson [<mailto:kwilson521@yahoo.com>]  
**Sent:** Wednesday, October 29, 2014 1:58 PM  
**To:** Dominic Gonzales  
**Cc:** Judge Woodson; Robert Rolston; Brian Lee  
**Subject:** Use of Indigent Defense Formula Grant Funds

Mr. Gonzales,

I understand that the Formula grants received from the Texas Indigent Defense Commission are NOT restricted funds for only certain purchases and may be used for the purchase of new seating in the courtroom . Can you please go into detail regarding this.

Thank You,

Ken Wilson



Titus County Courthouse  
 Courtroom Seating Quote  
 Wednesday, October 29, 2014

Product Description:

(47) Courtroom chairs:

- Spirit (Standard)
- Ends: 10
- End Standard: Laminate
- Size: 33 5/8"
- Upholstered Fabric: Grade 2
- Seat Fold: 3/4
- Back: Plastic
- Armrests: Plastic
- Mount: Level/Incline

	Per Chair	Total
Subtotal	\$ 164.94	\$ 7,752.18
Installation	\$ 55.00	\$ 2,585.00
<b>TOTAL</b>	<b>\$ 219.94</b>	<b>\$ 10,337.18</b>

Lara Morphew  
 903-793-5566



# Terms and Conditions

## Architectural Product Warranty      Effective Date:    March 1, 2013

American Seating provides the following warranty to the original purchaser of new American Seating products sold in North America, when products continue to be owned by the original purchaser. The warranty period begins the date of product invoice, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.

**WARRANTY:**                    In the event there is a defect in the material, in the installation (in the event installation is controlled by American Seating), and/or in the workmanship of the American Seating product (or component thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to American Seating in writing at the address set forth below prior to the expiration of the applicable time period; American Seating, in its sole discretion, will either repair or replace the defective product (or defective component thereof) with a comparable product (or component thereof), or will provide a refund of the purchase price of the defective product (or defective component thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first year of the warranty and materials and freight thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control of American Seating.

<b>TIME PERIODS:</b> Indoor Use	<b>25 YEARS</b>	Cast iron structural standards
	<b>15 YEARS</b>	Structural components and operating mechanisms of <i>Spirit</i> <sup>®</sup> , <i>Stellar</i> <sup>®</sup> , <i>Majestic</i> <sup>®</sup> , <i>Dimension</i> <sup>®</sup> , <i>Rally</i> , <i>Core</i> <sup>®</sup> and Sports Seating
	<b>10 YEARS</b>	Structural components and operating mechanisms of <i>Focus</i> <sup>®</sup>
	<b>5 YEARS</b>	Power & Electrical Wood Foam
	<b>1 YEAR</b>	<i>Value</i> seat topper for <i>Focus</i> Custom design, non-catalog, and special made products <sup>^</sup> Seating textiles

<b>TIME PERIODS:</b> Outdoor Use	<b>25 YEARS</b>	Cast iron structural standards
	<b>15 YEARS</b>	Structural components
	<b>5 YEARS</b>	Operating mechanisms
	<b>3 YEARS</b>	Equal Access Seating <sup>®</sup> Plastic components and paint finishes~
	<b>1 YEAR</b>	Custom design, non-catalog, and special made products <sup>^</sup> Seating textiles

**EXCLUSIONS AND CONDITIONS:**    This warranty excludes and does not apply to:

- Conditions of normal wear and tear, of abuse, of neglect, of vandalism, or of misuse-all as determined by American Seating in its sole discretion
- In-transit damage
- Products altered or modified by the user
- User attached accessories
- Light bulbs, lamps, ballasts, or consumable components
- Products not installed by American Seating approved installers and/or not installed in accordance with American Seating Installation/Application Instructions
- Products not properly maintained in accordance with American Seating Operating and Maintenance Procedures

- \* Natural variations occurring in wood and leather and/or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects
- ^ Customers own material, leather, and nonstandard material and color finishes whether purchased by the customer or American Seating
- ~ Product color change

In the event of repair or replacement of the defective product (or defective component thereof) sole responsibility for the matching of color, grain, fabric, or texture is within commercially acceptable standards, as determined by American Seating in its sole discretion. There are no other warranties than those expressly stated above, whether expressed or implied (including, but not limited to any warranty of merchantability or fitness for any particular purpose) unless specifically agreed to in writing by American Seating in the specific circumstance. American Seating is not liable for consequential or incidental damage arising from any product defect.

**WARRANTY NOTICE ADDRESS:**    American Seating Company  
ATTN: Architectural Product Warranty/Customer Services  
401 American Seating Center  
Grand Rapids, MI 49504

	YEAR-TO-DATE	
ASSETS:		
2015 035-103-101 CASH IN BANK	13,648.01	
TOTAL ASSETS	13,648.01	13,648.01
LIABILITIES:		
2015 035-201-000 VOUCHERS PAYABLE	.00	
2015 035-243-000 ENCUMBRANCES	.00	
2015 035-244-000 RESERVE FOR ENCUMBRANCES	.00	
TOTAL LIABILITIES	.00	
FUND EQUITY:		
FUND BALANCE	13,648.01-	
REALIZED REVENUE	.00	
LESS EXPENDITURES	.00	
TOTAL FUND EQUITY	13,648.01-	
TOTAL LIABILITIES/FUND EQUITY		13,648.01-