

**BAIL BOND BOARD MEETING****JANUARY 17, 2019**

THOSE PRESENT:

Judge Raquel West

Judge Craig Lively

Betty Limbrick

Becky Garcia

Theresa Goodness

Charlie Hallmark

Keith Day

Mary Godina

Tina Benoit

Rhonda Brode

Joleen Fregia

Lt. Charles Ford

Tamika Martin

Quentin Price

Sgt. Ramirez

1 JUDGE WEST: We'll go ahead and I'll call the  
2 meeting to order. I want to welcome everyone.

3 And let's see, the first item on the agenda is  
4 review minutes and approve them from last month's meeting. They  
5 were all sent out in an e-mail. Does anybody have any questions  
6 or discussion about the minutes?

7 Is there a motion to accept the minutes?

8 MS. GOODNESS: So moved.

9 MR. DAY: Second.

10 JUDGE WEST: I've got a motion and a second.  
11 All in favor?

12 (RESPONSES MADE)

13 JUDGE WEST: Any opposed? All right. That  
14 passes.

15 The second, report from the DA's office  
16 regarding their status. Do we have -- let's see. Everybody  
17 should have --

18 MS. GARCIA: Oh, yes, Judge. I passed it out.  
19 There should be three pages, if everyone got a little packet,  
20 one for November, December and a yearly recap for both offices.

21 JUDGE WEST: Anyone have any questions or  
22 comments, or anyone from the DA's office want to chime in on  
23 that? Okay. Do we approve those?

24 MS. GODINA: Huh-uh.

25 JUDGE WEST: Oh, okay. Then any applications

1 to become bondsmen or renewals --

2 MS. GARCIA: No.

3 JUDGE WEST: -- this month? Okay.

4 Any complaints against bondsmen?

5 MS. GODINA: No, ma'am.

6 JUDGE WEST: Treasurer's report. Everyone  
7 is -- let's see -- any questions or concerns or anything to add  
8 from the treasurer's office?

9 MR. HALLMARK: None at this time.

10 JUDGE WEST: Auditor's office report, anything  
11 on that one?

12 MS. BRODE: Yes, Judge. Can you tell me -- can  
13 any of the administrators tell me if anything is happening to  
14 the collateral on Keith Day or Ronnie Leblanc?

15 MS. GODINA: Keith Day, I do have where he  
16 wants to release some funds. Tina gave it to me, and I think  
17 she told me she had already fixed it in the computer, but I  
18 don't know if that's --

19 MS. BRODE: How much is that?

20 MR. DAY: 7500.

21 MS. GODINA: 7500.

22 MS. BRODE: If we can discuss that after the  
23 meeting because my numbers are a little different.

24 And nothing with Ronnie Leblanc?

25 MS. GODINA: I don't know of anything.

1 MS. BRODE: Okay. That's all.

2 JUDGE WEST: And that's nothing that we need  
3 to -- what you have there, Mary, isn't something we need to work  
4 on today or it is?

5 MS. GODINA: I think it is.

6 JUDGE WEST: Okay. Next, release of any  
7 property, CDs, cash requested.

8 MS. GODINA: Yeah. Tina had gotten a release  
9 of funds from Keith for 7500 bucks, so I guess that's going to  
10 be part of Rhonda's.

11 JUDGE WEST: Rhonda, do you want to -- as far  
12 as the \$7500 that Keith is asking for, is there an issue we need  
13 to take up before we vote on that today?

14 MS. BRODE: I have to admit, Judge, I did my  
15 reports really quickly. I saw that his bonding limit was higher  
16 than what the collateral showed it should be, so I just wanted  
17 to kind of take a breath and look at it and talk to the  
18 administrators and see if maybe I had keyed something wrong or  
19 if it was wrong on my part or their part.

20 Well, I'm just saying, it could be either of  
21 us.

22 (LAUGHTER)

23 JUDGE WEST: Did you get that look down on the  
24 record?

25 Is this something, though, Keith, that you need

1 us to --

2 MR. DAY: No, it's --

3 JUDGE WEST: I mean, are we talking about  
4 tabling the motion? Is that what you think? You're asking us  
5 to table the motion?

6 MS. BRODE: No, no.

7 JUDGE WEST: Or to make a decision on that?

8 MS. BRODE: No, ma'am.

9 JUDGE WEST: We can go ahead and do it?

10 MS. BRODE: The most I would request is that if  
11 we find that the bonding limit is incorrect, that we correct it  
12 immediately after the meeting.

13 JUDGE WEST: Okay.

14 MS. BRODE: He has plenty of funds.

15 JUDGE WEST: All right. Any motion then on  
16 releasing \$7500 to Keith Day?

17 JUDGE LIVELY: Move to approve.

18 JUDGE WEST: Got a motion.

19 MS. GOODNESS: Second.

20 JUDGE WEST: All those in favor?

21 (RESPONSES MADE)

22 JUDGE WEST: Any opposed? All right. It  
23 passes.

24 Number eight that I have, are possible rule  
25 items set to be discussed that have come up I think because of

1 just some issues with regard to insurance on property that is  
2 being held that we have, or that have lienholders.

3 The first is that the Bail Bond Board should be  
4 shown as a lienholder on the insurance policy. Does anybody  
5 want to talk about that? Becky?

6 MS. GARCIA: Actually I think Mary has  
7 information that Tom Roebuck explained to her as the reason why  
8 it's important for the Bail Bond Board. I wasn't here for that  
9 discussion but, I think, to summarize, Mary, if I'll continue.

10 MS. GODINA: Go ahead.

11 MS. GARCIA: That if there was something to --  
12 if there was something to happen to the property, if the house  
13 burned down, insurance money was paid out, we are not listed on  
14 there and this property is pledged to us for collateral. So I  
15 think that's the concern of our attorney that made mention that  
16 Bail Bond Board needs to be on the insurance policy as another  
17 interested party or something to that effect.

18 MS. BRODE: Jefferson County does?

19 MS. GARCIA: Jefferson County. Is that right,  
20 Mary?

21 MS. GODINA: I think that's what he discussed.  
22 Of course, he's not here.

23 JUDGE WEST: From the bail bond, does anybody  
24 else have any issues? I mean, it would make sense, I would  
25 think to me, that we would be listed somehow.

1 MR. PRICE: Yeah, I mean, we should be on  
2 there. We're a lienholder on the property. As a lienholder,  
3 the lienholders are always named. Your bank is named on your  
4 mortgage on your house.

5 JUDGE WEST: Sure.

6 MR. PRICE: There's a reason for that, so that  
7 they get paid first. So if your house burns down, they get the  
8 money first and you get whatever is left over.

9 JUDGE WEST: It's actually Jefferson County is  
10 the lienholder, correct, or is it the Bail Bond Board? It's  
11 not --

12 MS. BRODE: It's Jefferson County that would be  
13 owed the money.

14 MR. DAY: Yeah, it should be Jefferson County  
15 because there should be no other lienholder on the property.

16 JUDGE WEST: So if there was a motion, it would  
17 be for Jefferson County to be listed as the lienholder on any  
18 property's insurance policies?

19 MS. GOODNESS: Judge, I make a motion that we  
20 change the local rules to make that be a requirement for any  
21 renewals or new applications going forward.

22 JUDGE WEST: Got a motion.

23 JUDGE LIVELY: Second.

24 JUDGE WEST: Got a second. Any other  
25 discussion about that or specifics?

1 MS. BRODE: I do have a question. Okay. Now,  
2 that it is changed, does the change go out to all the bondsmen?  
3 Is that how it works? Or anyone that holds property collateral  
4 that has to be insured? Becky?

5 MS. GARCIA: Well, my question to the board  
6 would be: Do we need to send notice to all the bondsmen to get  
7 that changed, remedied now or wait upon their renewal --

8 MS. BRODE: That's where I was going.

9 MS. GARCIA: -- when they come up in a year or  
10 two or three?

11 JUDGE WEST: Keith.

12 MR. DAY: Well, the bondsmen have to send in a  
13 copy of our paid insurance policies and our -- the -- what else  
14 do we send?

15 MS. FREGIA: Taxes.

16 MR. DAY: That the taxes are paid to the  
17 treasurer by the 31st of this month every year so probably just  
18 a mass -- you have everybody's email address?

19 MS. FREGIA: I sent the notice.

20 MR. DAY: If Joleen just puts on there, there  
21 is a new rule that's passed, I mean --

22 JUDGE WEST: So effective immediately?

23 MR. DAY: It should be no more than a phone  
24 call to your insurance company to have that done.

25 JUDGE WEST: I would say make it effective



1 immediately since it's this time of the year. Like you said,  
2 everybody is getting that done anyway. I mean, if somebody is  
3 having issues with it, getting their insurance company to do it,  
4 I'm sure we could discuss it and work it out but --

5 MR. PRICE: Insurance company doesn't care who  
6 they pay.

7 JUDGE WEST: Yeah.

8 JUDGE LIVELY: As long as they get the premium.

9 MS. GOODNESS: I amend my motion to say that  
10 the rule's effective immediately and we'll give the bondsmen 60  
11 days to get a new declaration in to us. Would that be enough  
12 time?

13 JUDGE LIVELY: Keith, you said January 31st,  
14 that has to be --

15 MR. DAY: January 31st is when we have to have  
16 it in to the treasurer's office. If you do -- if you're given  
17 60 days, that means you're basically -- which, I mean, that's up  
18 to y'all. I mean, that's fine but, I mean, you're basically  
19 having to do it twice because now we are going to have to get  
20 the insurance policy to them and then 60 days, get another  
21 insurance policy to them.

22 JUDGE WEST: Well, just within 60 days. So if  
23 you get in within the next two days, it doesn't mean you have to  
24 do it again in 60 days, just before 60 days are up. If you get  
25 it done in the next two weeks, that's it. It's just --

1                   MR. DAY: Okay. So what if they send the --  
2 okay. Never mind. Yeah, that works.

3                   JUDGE WEST: So if they can't get it by the  
4 31st, then they have another month and a half or so to get it  
5 done and they would have to turn it in again.

6                   JUDGE LIVELY: What if we did the 31st and that  
7 gives us a grace period afterwards when we get some that aren't  
8 corrected, to get it back to them and get it corrected within 30  
9 days? That way everybody has got the motivation to get it in on  
10 time whenever it is time to submit.

11                  JUDGE WEST: Doesn't matter to me either way.  
12 Whatever y'all -- there is a motion that stands now to give 60  
13 days. Is there any amendment to that motion?

14                  MS. GOODNESS: I -- I am happy to amend it to  
15 judge's suggestion. Let him restate it exactly how he said so  
16 effective -- to have the rule effective January 31st but --

17                  JUDGE LIVELY: The rule's effective immediately  
18 but we need proof by January 31st that you gotten us listed or  
19 the county listed on as the lienholder. That make sense, Keith?

20                  MR. DAY: You have to have it in with the  
21 county as a lienholder by the 31st? Or you're saying --

22                  JUDGE LIVELY: Correct.

23                  MR. DAY: -- you have to have it in by the  
24 31st, but you have 60 days to have it listed -- to have  
25 Jefferson County listed as a lienholder. I guess that's where

1 I'm --

2 JUDGE LIVELY: I was saying having it in by the  
3 31st since you've got to do the submission for the insurance  
4 anyhow. Is that a burden?

5 MR. DAY: You know, personally, I think it's  
6 nothing more than a phone call. So I think if Joleen just sends  
7 out an e-mail to all the bondsmen and says -- especially since  
8 nobody has done it yet --

9 MS. FREGIA: Huh-uh.

10 MR. DAY: -- that, you know, just go ahead and  
11 just pick up the phone -- they're probably going to have to call  
12 their insurance if they -- if they're like I am, I have to call  
13 my insurance company because it's easier for me to do that than  
14 it is for me to go start digging through my files for the  
15 policy. So I just get them to call and get them to fax me a  
16 copy over. When they make that phone call, say, "Hey, I need to  
17 have Jefferson County added on." Like I said, it should be  
18 nothing more than just inputting it into the computer, fax them  
19 over a copy of the policy and they get it to Joleen by the 31st  
20 so --

21 JUDGE WEST: Okay. So the motion is that  
22 Jefferson County be shown as a lienholder on all the insurance  
23 policies and that that's effective immediately and to be given  
24 to the county, proof of it by January 31st, correct?

25 JUDGE LIVELY: Couldn't have said it better.

1                   MR. DAY: We're only talking about nine  
2 bondsmen. I'm looking at the bondsmen that have property out.  
3 We're only talking about nine because there's a few of those  
4 that aren't -- that don't have license any more so --

5                   JUDGE WEST: Okay. Is there a second to that  
6 amended motion?

7                   MR. DAY: I second.

8                   JUDGE WEST: Any other discussion? All those  
9 in favor?

10                   (RESPONSES MADE)

11                   JUDGE WEST: Any opposed? All right. That's  
12 passed.

13                   The next is a requirement or for us to discuss  
14 whether or not we want to have a rule that requires the  
15 declaration page on any property pledged be given to the board  
16 at the time of filing, renewing or adding a property. Instead  
17 of just saying we have insurance, actually sending a copy of  
18 that declaration page. It's not -- I think a lot of them do  
19 that now as practice but it's not required and there is just  
20 been a little issue with whether or not people have -- there was  
21 a certain property there was an issue of whether or not it was  
22 insured or not.

23                   Does anybody have thoughts on us requiring the  
24 declaration page?

25                   MS. GARCIA: This would be just a local rule as

1 a part of their application process because the declaration page  
2 is the proof that the insurance is there, there is a policy and  
3 the coverage dates on it. So rather than submitting sometimes  
4 an entire policy to me, all I need is a declaration page because  
5 that would cover the board to show proof of the coverage and the  
6 property.

7 MS. GOODNESS: I don't think it makes much  
8 sense to have a requirement to be listed as a lienholder if we  
9 don't have proof that they've complied with the rule. So I make  
10 a motion that we amend our local rules to include that  
11 requirement that the declaration page for the insurance for the  
12 property being pledged be submitted with their application or  
13 renewal application.

14 MR. DAY: You're talking about just the  
15 declaration page? You're saying that some people are submitting  
16 the whole policy?

17 MS. GARCIA: Sometimes it's the whole policy.  
18 Sometimes it's bits and pieces from --

19 MR. DAY: Or just a bill maybe?

20 JUDGE WEST: Or an invoice saying, yeah, or a  
21 bill or a --

22 MR. DAY: I would think that would be a lot --  
23 you know, just due to declaration page, for sure.

24 MS. GARCIA: That's why I'm asking to make a  
25 local rule for that.

1 JUDGE WEST: Yeah. Because an invoice isn't  
2 necessarily showing what dates are and things like that either.

3 MS. BRODE: Judge, I'm going to state for the  
4 record that sometimes they send in a quote. I have seen that.

5 JUDGE WEST: Yeah, the quote obviously isn't  
6 going to do it. This will make it where we know it's been paid  
7 and what the dates are and everything.

8 So there is a motion. Is there a second?

9 JUDGE LIVELY: I'll second.

10 JUDGE WEST: Motion and second. Any other  
11 discussion? All right. All those in favor?

12 (RESPONSES MADE)

13 JUDGE WEST: Any opposed? All right. The  
14 local rules will be amended to require a declaration page be  
15 submitted on any property pledged to the Board.

16 And then the last item to be discussed is to  
17 consider whether or not properties without mortgage are the only  
18 ones that can be pledged as collateral.

19 Do we have properties that have mortgages on  
20 them as collateral?

21 MS. GARCIA: Humm, I'm not 100 percent  
22 positive, but this was a recommendation that was made when Roger  
23 Moore came here and presented to the bail bond board that in the  
24 event that actions are taken from whether it be the district  
25 clerk's office, county clerk's office, to foreclose on property

1 to satisfy default judgments, there's a concern if a mortgage  
2 exists on the property, the mortgage is the first lienholder, we  
3 are secondary. So we may, may not get anything out of the work  
4 process that comes about from doing that.

5 MR. PRICE: You never ever want to be the  
6 second lienholder on a piece of property.

7 JUDGE WEST: Sure.

8 MR. PRICE: The reason being is that the second  
9 lienholder -- you may have the judgment for your purposes and  
10 you move forward with selling it, that doesn't absolve, that  
11 doesn't get rid of the first lienholder. So you're second in  
12 line. So it's kind of like taxes not being paid, if you move  
13 forward with selling the property, the taxes get paid first, you  
14 get paid second. Same thing here, your mortgage company gets  
15 paid first, you get paid second, which nobody wants to buy it  
16 when it still has a mortgage on it so --

17 MR. DAY: This was an issue. I remember this  
18 issue being brought up when Carver -- Judge Carver was over and  
19 I think Bob was actually -- Bob Ogden was actually our  
20 representative. It is questions of equity, you know, how much  
21 equity over and beyond that you have in the property over the  
22 mortgage but Tom -- if Tom was here, he might could answer to  
23 it. I mean, we didn't do anything on it obviously; but I don't  
24 remember what the reasoning -- I don't even know why it was  
25 brought up to be perfectly honest with you so -- but it's never

1     been done, that I know of.

2                   JUDGE WEST:   Do we have -- do we know how many  
3     that will affect as far as --

4                   MS. GARCIA:   I do not know.

5                   JUDGE WEST:   -- people?   I mean, I would think  
6     a concern would be if there is a property already up and we now  
7     put this rule in and there is a mortgage on it but the equity  
8     was okay with what we had and now we're going to say you can't  
9     use that property.   I think --

10                  MS. GARCIA:   Well, I think that's something the  
11     board would have to take in consideration when we're addressing  
12     this issue, whether it's any incoming property being pledged or  
13     this property is released and they want to repledge it, you  
14     know, are we going to grandfather in everyone existing or is  
15     this going to be effective across the board and require that  
16     information to be turned over that this property is free and  
17     clear.

18                  MS. BRODE:    Judge, I'm not sure but it is my  
19     understanding that we've only looked at the value of the  
20     property not the equity within the property itself so it could  
21     have possibly had a mortgage, they had a large amount of equity  
22     but we've never dealt with that.

23                  JUDGE WEST:   So right now, it's --

24                  MS. BRODE:    So we could have houses as  
25     collateral --



1 JUDGE WEST: Right now?

2 MS. BRODE: -- that have a mortgage and we  
3 would not be able to get our money out of it.

4 MR. DAY: I didn't even know that you could do  
5 that.

6 JUDGE WEST: Well, don't go getting any ideas.

7 MR. DAY: I wasn't aware that you could do  
8 that.

9 JUDGE LIVELY: Does the Occupation Code address  
10 it?

11 MS. GARCIA: I'm sorry?

12 JUDGE LIVELY: Doesn't the Occupation Code  
13 address that of what can be pledged?

14 MS. GARCIA: I -- if it has, I haven't come  
15 across it. And the reason I'm even kind of bringing this up is  
16 we have had a -- really a more recent issue with Michael  
17 Barborek, a former bondsmen who still owes this county \$100,000  
18 and the property that he's pledged, he's having trouble selling  
19 it because it has to be in the agreement with his closing or  
20 even I think we discussed it with commissioner's court, where  
21 any proceeds made off it have to come directly to this county  
22 because the property is in another county so he's had several  
23 buyers but he can't seem to close the deal to pay Jefferson  
24 County the debt that he currently still owes.

25 JUDGE WEST: It kind of sounds like we need a

1 little more information. It would be nice to know what all --  
2 how many we're talking about. So that if we do want to make  
3 this rule, we know whether to make it retroactive, whether to  
4 grandfather people in. We probably should have an idea of what  
5 the value and equity is on the property that's pledged now if  
6 they have mortgages, I would think. That might help us make  
7 that decision.

8 MR. DAY: Do we have any that are up? You said  
9 you don't know as of right now?

10 MS. GARCIA: (shaking head)

11 JUDGE LIVELY: Can we table this into February  
12 and do the background on it to see?

13 JUDGE WEST: I mean, that would be -- I would  
14 think we would get some more information at least and have a  
15 better idea if it's even a big issue that we need to worry as  
16 far as what we have now or we can just make the rule for the  
17 future would be my thought.

18 MR. DAY: I'm like Quentin.

19 JUDGE WEST: Rhonda, do you have something  
20 else? You have something else. I see it.

21 MS. BRODE: I just wanted to ask basically the  
22 opposite: What if someone has a home and they are doing a  
23 lease-to-own to someone else on that home and they pledge it for  
24 collateral? How does that work?

25 MR. PRICE: It would be subject to our lien.

1 That would be their problem.

2 MS. BRODE: Okay. I just want to make sure.

3 MR. PRICE: Yeah. As long as we are first in  
4 time, we're first in right. I mean, like, if I sold you a piece  
5 of property and I turned around and sold the same property to  
6 Keith and gave each one of you a title to that property, whoever  
7 get down to the Jefferson County clerk's office and files the  
8 deed first, gets the property. And then the other one has a  
9 lawsuit against me but I just gambled away all my money so good  
10 luck with that.

11 JUDGE WEST: So if someone has already got a  
12 home, for instance -- let's say a bondsman has a home that has a  
13 mortgage on it -- no -- or even that doesn't. Just say they own  
14 a home, they start after they have pledged it, leasing it to  
15 someone to own, we wouldn't be --

16 MR. PRICE: We've got a lien on the property so  
17 we're the first lienholder in that situation. We're the first  
18 lienholder because we have a lien on the property. So anybody  
19 that buys it does a contract for purchase pursuant to the  
20 contract. Anybody that comes along after is secondary, so  
21 that's when we're in the first position and someone else is  
22 secondary.

23 JUDGE WEST: So if they then -- what if they  
24 do -- if the opposite happens? Is there some type of a notice  
25 that has to be given per our rules that say they can't do that?

1 If you want to bring another house -- let's say you have another  
2 house, Keith, that you want to put it for collateral that you  
3 already have a lease on to own with someone, would we accept  
4 that? Would we know that? Does that make sense?

5 MS. GARCIA: From the board's perspective?

6 JUDGE WEST: Right. Is there a requirement  
7 that --

8 MS. GARCIA: Currently there is not a  
9 requirement.

10 MR. PRICE: We should know that. I mean, I  
11 don't -- are we doing any kind of title search at all on the  
12 properties that we're taking to insure that the person owns the  
13 property or is there anything -- anything -- anybody looking at  
14 the county clerk's office to see whether or not, in fact, the  
15 person is claiming to own it, in fact, owns it?

16 MS. GARCIA: Yes. When, to the best of my  
17 ability, when a property is proposed, when an application comes  
18 in or renewal or additional collateral that's coming in, I will  
19 run that title to the best of my ability. Most often I see just  
20 a warranty deed. There is no warranty deed with a vendor's lien  
21 or any other indication there's a lien on the property.

22 MR. PRICE: Right.

23 MS. GARCIA: So that's what I'm going to go  
24 back and look for. As well, I do kind of a check and see if  
25 there are other liens that would widely attach to everything.

1                   MR. PRICE: Right, like a judgment or some  
2 thing along those lines?

3                   MS. GARCIA: Yes, sir.

4                   MR. PRICE: That's basically what --

5                   MS. GARCIA: It's hard for me to look on  
6 properties outside the county, although I do make phone calls to  
7 that county, I do actually have a friend that does title  
8 research and I'll reach out to her. Before I even present it to  
9 board, you know, I try to do my homework.

10                  MR. DAY: Now, when we do our renewals, we sign  
11 an affidavit stating that any property that we're putting up but  
12 obviously --

13                  JUDGE WEST: Okay. I wanted to know if there  
14 was a duty at least to sign something that says what it is.

15                  MR. DAY: Yeah, I don't know if that affidavit  
16 covers anything that you put up after. Like, I just put a piece  
17 of property up a few weeks ago. So does that affidavit that I  
18 signed during -- I'm not a lawyer so I don't know -- does it  
19 cover anything I do after the fact or does that just cover what  
20 I have? Because I'm like Quintin, I don't think you want to be  
21 a second lien -- Jefferson County doesn't want to be a second  
22 lienholder. And so if nobody currently has a property up right  
23 now that Jefferson County is a second lienholder on, I would  
24 immediately put in a new rule, a local rule, that states that,  
25 you know, we're not going to take any property that already has

1 a lienholder.

2 JUDGE WEST: Right.

3 MR. DAY: But, you know, if there is already  
4 someone up, that opens up another can of worms that I guess, you  
5 know, cross that bridge when we get there but I would -- I  
6 wouldn't want to be the second lienholder, you know, on the  
7 property.

8 JUDGE WEST: And is this something that y'all  
9 can -- we have information on that can be found out? Like, how  
10 do we find out -- I guess Becky or Rhonda -- to go through the  
11 properties that are put up now to see if we are, if they have  
12 mortgages or not?

13 MR. PRICE: Well, it's the county clerk's  
14 office has the deed records. That's where the deed records are  
15 filed within the county clerk's office and that is where our  
16 lien gets filed as well, where Jefferson County's lien is filed  
17 in the deed records and so anybody that does a title search on  
18 that particular piece of property, they find the title and then  
19 they find that there is a lien, after the title was issued,  
20 there's a lien on the property. And so if the property is in  
21 the county, we're in pretty good shape.

22 JUDGE WEST: So we can get that checked before  
23 the next meeting?

24 MR. PRICE: Yes, uh-huh. Becky and her office,  
25 Theresa, they know that stuff.

1 MS. GOODNESS: Right. We can look. As long  
2 as, you know, it's on file and of record in our office.

3 MR. PRICE: But if it's not, I mean, I don't  
4 have a problem with stuff that's not on file because, again, you  
5 go back to the first in time, first in right. So, I mean, when  
6 somebody sells you a piece of property, don't hold the deed in  
7 your house for a couple of years just lolly-gagging around  
8 before you file it in the deed records. You want to get it down  
9 there yesterday. I mean, that's why when you do closing, if  
10 the -- I don't know exactly when they do it, y'all tell me  
11 better but I presume that you do closing on your house or  
12 whatever property you're buying and the deed is filed the next  
13 day or maybe even that day depending on what time the closing  
14 was.

15 MS. GOODNESS: Depends on the time and now they  
16 can electronically record those, so it's done pretty quickly.

17 MR. PRICE: It's almost immediately. And the  
18 reason for that is because the first in time, first in right  
19 provision.

20 MR. DAY: Well, like I said before, there is  
21 only nine bondsmen that have property up for collateral.

22 JUDGE WEST: We can get it figured out.

23 MR. DAY: You know, I don't want anybody  
24 getting caught by surprise and obviously, every time somebody  
25 signs one of those affidavits, they need to know what they are

1 signing but if there's a bondsman that has, you know, put up a  
2 property that does have a lien up against it and didn't notify  
3 the county in their, you know, renewal or application or  
4 whatever, then I, you know, I -- that could cause a problem for  
5 that bondsman. I don't know that maybe just in this situation  
6 and bear in mind, this doesn't regard me because I don't have  
7 any -- I didn't know you could do that. But it might be  
8 beneficial for someone to send an e-mail out to the bondsmen  
9 that currently have property up and find out if they do because  
10 it might be something they want to take care of immediately  
11 because they need to go back and read that application that they  
12 signed.

13 MS. GARCIA: Well, I'm actually going back and  
14 looking at the required affidavits that's in our application at  
15 this time. The first one is just an overall statement of  
16 compliance with the Bail Bond Act. It just -- it's a signed --  
17 it's a signed statement -- it's not an affidavit -- saying I'm  
18 going to comply with all the rules and regulations.

19 However, we do have an affidavit of nonexempt  
20 real property for the deposit of collateral. This is probably  
21 where I overlooked it. It says: I hereby swear or affirm that  
22 the following nonexempt real property is intended to be executed  
23 in trust to the Jefferson County Bail Bond Board and while the  
24 property remains in trust, I agree to pay taxes on the property;  
25 and I also swear or affirm any mortgages on the real property



1 being pledged as collateral are enumerated below; I swear or  
2 affirm that I will not encumber the property; I will notify the  
3 board of my intent to encumber the property and the board  
4 permits the encumbrance; I also swear or affirm that I agree to  
5 maintain insurance on any improvements on the property against  
6 the damage or destruction in the full amount of the value  
7 claimed for the improvements.

8                   So this is actually a signed affidavit saying  
9 that they shouldn't be pledging our collateral.

10                   JUDGE WEST: After the fact?

11                   MS. GARCIA: After the fact.

12                   JUDGE WEST: And if they already had a mortgage  
13 on it, it should be listed on there.

14                   MS. GARCIA: Right. Yes.

15                   JUDGE WEST: So we should be able to just go  
16 back and look at applications and figure that out?

17                   MS. GARCIA: I can do that.

18                   MR. DAY: That was my question. Does that  
19 cover -- like I said, I just put a piece of property up a few  
20 weeks ago. Does that -- does me signing that cover what I've  
21 done after the fact? Or do I need to sign that each time I put  
22 up a property with it?

23                   MS. GARCIA: No. I think during your term of  
24 your current application, that affidavit -- I think that  
25 affidavit would apply to any additional property you're pledging

1 during that term of your three year -- you're on a three-year  
2 stent.

3 MR. DAY: Yeah.

4 MS. GARCIA: But I could be wrong.

5 JUDGE WEST: I don't know. I disagree. I  
6 don't know if there is a rule, but to me it would be when you  
7 sign that affidavit, you're saying this is what I have, these  
8 are what possible mortgages I might have on them and so if you  
9 don't go back and say this is what I have now because it's  
10 changed, I would think to be more safe, you would do a new  
11 affidavit if you put one up but that's just me.

12 MR. PRICE: One thing I want to make sure that  
13 I'm clear on, when I'm talking about these second mortgages and  
14 how we don't care about somebody else being number two, what I'm  
15 thinking in my mind is the bondsman's lying to us. There is all  
16 sorts of shenanigans going on. So that's why we want to be  
17 first in line to make the claim on the property. It's not that  
18 they wouldn't go ahead -- they wouldn't be violating the terms  
19 of their bail bond license by the fact that they do have a  
20 contract for sale or they do go out and get a lien on -- get a  
21 mortgage on the property. I'm not saying that. I'm just saying  
22 that from the perspective of selling the property at a  
23 foreclosure sale, we're in the best position when we're number  
24 one and not that they shouldn't or they can't do some other  
25 stuff, but I'm just saying we're in better position not that

1     it's --

2                   MR. DAY:   I think it's said in what you just  
3     read, that order for them -- like, say, if I've got a piece of  
4     property and I want to go to -- if it's up with the county and I  
5     want to go to the bank and borrow against it --

6                   JUDGE WEST:  You have to get our permission.

7                   MR. DAY:   -- then I need to come and get  
8     y'all's permission to do that.

9                   JUDGE WEST:  Right.  That's what it says, yeah.  
10    That doesn't talk about -- it doesn't specifically -- and maybe  
11    the affidavit could be modified to say during the -- I agree for  
12    anything that's put up for this year so that if you do add  
13    something, you don't have to do another affidavit.  But to me  
14    the way it's stated, it's not really clear that it's covering  
15    something else you would put up so I would think --

16                   MS. GARCIA:  Or before my next renewal period.

17                   JUDGE WEST:  From a legal standpoint, I would  
18    think you would want either another affidavit or we modify that  
19    affidavit.  We can maybe get with Roebuck on that.  Table this  
20    whole -- all of it and look at what we're really talking about  
21    on the mortgages and get him to help maybe just -- I think if we  
22    just tweak that one, then you don't have to do it twice but --

23                   MS. GARCIA:  Well, I will say this, that that  
24    number -- the more lengthier affidavit I actually read is  
25    actually coming straight from -- oh, I'm so sorry -- the

1 Occupations Code, with what the statement says and what it's  
2 requiring. So it would be a local rule if we do amend this.

3 JUDGE WEST: Okay. Well, let's talk to Roebuck  
4 then about that and find out what properties we're really  
5 talking about in the first place.

6 MR. DAY: Let's table it. I got some other  
7 properties I need to try to put up.

8 (LAUGHTER)

9 JUDGE WEST: You have all kinds of stuff  
10 happening in the next 30 days.

11 Okay. So we'll table that and just kind of get  
12 some more information and put it on the agenda for next meeting.

13 The next thing on the agenda is to discuss  
14 drafting a deed of trust for all sureties to be used.

15 MS. GARCIA: Yes. The problem with this is  
16 every time a surety comes and wants to pledge new collateral or  
17 in a renewal process or new application, we don't have a  
18 standard form that is set out with what our terms should be as  
19 far as all these requirements could also be in the actual  
20 affidavit, the deed of trust itself, so it's explicit again but  
21 as well as, there is a lot of confusion with someone doing this  
22 on their own, they don't know how to do this. So the deeds of  
23 trust that are brought to me most often doesn't even refer to,  
24 hey, this is a piece of property I'm pledging as collateral for  
25 bail bond purposes only. You know, it's not specific or it

1 doesn't have specific language as to what the intent is per that  
2 deed of trust.

3 JUDGE WEST: Is that something that other  
4 people do, other --

5 MS. GARCIA: I did talk to Roger Moore about  
6 this and he did indicate that it goes either way. It's whatever  
7 the bail bond board's preference is, however we want to look at  
8 this. I just think it would be easier, even for existing  
9 bondsmen as well as maybe new incoming bondsmen, if everything  
10 was uniformed and contained the same language and it was  
11 actually a form that we can say you need to use this as we do  
12 our surety bonds right now or AFRS's and these applications,  
13 it's just this is the deed of trust you need to use for the  
14 property you're pledging. It's just --

15 MR. DAY: I'm all for that because I'm telling  
16 you the application that we do now compared to the way it was,  
17 you know, eight, nine, 10 years ago is so much more simplified  
18 because everything that we -- all those little affidavits that  
19 we would have to go through and type up and do, it makes it much  
20 more easier for everything to be standardized, you know.

21 MS. GOODNESS: Right. And if everybody is  
22 doing their own, how do we know that it complies with state law  
23 and has everything in it to make it an effective, qualified deed  
24 of trust that we could rely on in a court of law.

25 JUDGE WEST: Each one, we should probably have

1 an attorney look at if they're going to be different on every  
2 one of them and so that would alleviate that. Tina, do you --

3 MS. BENOIT: Yes. Dustin text me earlier today  
4 and said that he couldn't be here but he said that if they  
5 decided to do that, he would be more than willing to help draw  
6 it up so I just wanted -- I told him I would let y'all know  
7 that.

8 JUDGE WEST: I think that would be up to him  
9 and Tom to take care of, not help do but get done. Right?  
10 Could have at least said thank you and he's got the job.

11 MS. BENOIT: Okay.

12 JUDGE WEST: So any other discussion about  
13 that, or is there any motion on that?

14 MS. GOODNESS: Well, I make a motion that we  
15 have the board's attorneys draw up a deed of trust that we can  
16 use to be voted on at the next meeting.

17 MR. DAY: I second.

18 JUDGE WEST: Should we also make that where  
19 it's required in the local rules that they use it as well?

20 MS. GOODNESS: Yes. I amend my motion to  
21 include that very good suggestion.

22 JUDGE WEST: Any other? Any second?

23 MR. DAY: Second.

24 JUDGE WEST: Any other discussion? So the  
25 motion is to have the attorneys draw up a deed of trust that

1 everyone use and to change the local rules to make that a  
2 requirement on any property that's put up.

3 All those in favor?

4 (RESPONSES MADE)

5 JUDGE WEST: Any opposed? All right. That's  
6 passed.

7 Next, elect a first vice-chairman. Who is it  
8 now?

9 MS. GARCIA: Tim Funchess.

10 MR. DAY: We taking nominees?

11 MS. GARCIA: Yes, we are.

12 MR. DAY: I nominate -- I mean, she's doing  
13 wonderful.

14 JUDGE WEST: Just because I got stuck here  
15 today. Everybody turned and looked at me. I'm like, "Can I get  
16 under the table?"

17 I nominate Judge Woods. He's not here.

18 MS. GODINA: It's always the one that's left or  
19 not here.

20 JUDGE WEST: I don't care. Whatever.

21 So there is a nomination by someone for me.  
22 Anyone else?

23 MS. GOODNESS: Second that motion.

24 JUDGE WEST: Any others?

25 All those in favor?

1 (RESPONSES MADE)

2 JUDGE WEST: Any opposed?

3 All right. I'll be the vice-chairperson.

4 MR. DAY: And just as a reminder, Judge  
5 Dollinger is not here a lot.

6 JUDGE WEST: I know. I know this. That's why  
7 I'm here today.

8 Last thing, discuss Erika Francois' 2018  
9 regarding insurance documentation for property. Is this  
10 something we still need to discuss since it wasn't a rule before  
11 and is now or --

12 MS. GARCIA: Well, I'm pretty sure everything  
13 has been resolved but the only question that kind of still  
14 remains is there was -- there was documentation submitted from  
15 one insurance company that went to something else. Well, let me  
16 back up. Originally it was a policy under the renter saying I  
17 had the renter -- the renter has insurance on the property.  
18 Then the documentation was supplied from Escobedo Insurance.  
19 Then it went to Corey Garcia Insurance, which is where the  
20 declaration page actually ended up coming from but there is some  
21 overlapping dates and I think it's up to the board just to kind  
22 of have the board understand what happened with the insurance  
23 company. And Ms. Francois is here to explain that if the board  
24 wants to --

25 JUDGE WEST: Okay. But we did -- so we now



1 have the declaration page? So that's all done?

2 MS. GARCIA: Yes.

3 JUDGE WEST: She's actually ahead on that as  
4 far as the other -- what we just required.

5 MS. GARCIA: Everything else will be good.

6 JUDGE WEST: Everything else is good.

7 MS. GARCIA: Yeah. Right.

8 JUDGE WEST: Does anybody want any further  
9 explanation about there was just some change of insurance  
10 companies and things like that from Ms. Francois?

11 MS. GOODNESS: Well, I think the changes that  
12 we've made to the local rules will eliminate that problem in the  
13 future so I don't think we need to address it now. Her  
14 application has already been approved, and we've changed the  
15 local rule for any new application or renewals so --

16 JUDGE WEST: What about -- is there anything  
17 that specifically says where it requires insurance that says it  
18 has to be insured through the property owner or the bondsmen and  
19 not a renter?

20 MS. GARCIA: Let me go back and look.

21 JUDGE WEST: That's the only thing that kind of  
22 might need some clarification if --

23 MS. GARCIA: Yes, the actual Exhibit 17  
24 affidavit per the code says I swear or affirm that I agree to  
25 maintain insurance on any --

1 JUDGE WEST: Okay. So that's covered. We just  
2 need to make sure everybody understands --

3 MS. GARCIA: Right.

4 JUDGE WEST: -- that.

5 Anything else? Okay. Any other business  
6 that's not listed? All right. Then I guess that's it. Meeting  
7 is adjourned.

8 (MEETING ADJOURNED)

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