

BAIL BOND BOARD HEARING

OCTOBER 17, 2019

THOSE PRESENT:

Judge Raquel West

Betty Limbrick

Theresa Goodness

Charlie Hallmark

Glenda Segura

Rhonda Brode

Tonja Voorhies

Al Reed

Tamika Martin

Quentin Price

Lt. James Kelly

1 JUDGE WEST: We are going to go ahead and call
2 the meeting to order. Sorry I was a few minutes late. Make
3 sure you sign in if you haven't.

4 And the first thing on the agenda is to review
5 and approve the minutes from our, I guess it was, two months ago
6 meeting. We didn't have a meeting in September because of the
7 storm. So everyone has had an opportunity to review those.

8 MS. GOODNESS: Make a motion that the minutes
9 be approved as written.

10 MR. HALLMARK: Second.

11 JUDGE WEST: Got a motion and a second. Any
12 other discussion on that? All those in favor?

13 (RESPONSES MADE)

14 JUDGE WEST: Any opposed? All right. That is
15 approved.

16 Report from the district attorney's office
17 regarding the status of collections. Mr. Price.

18 MR. PRICE: Should have handed out all the
19 reports. Everyone should have those. Those are the two monthly
20 reports for August and September.

21 JUDGE WEST: Did anyone have any questions or
22 concerns about those?

23 MR. REED: On September they show no money
24 collected.

25 MR. PRICE: In the county court.

1 MR. REED: In final judgment.

2 MR. PRICE: In the county court, yes, for the
3 county clerk's office. The district clerk in that one collected
4 \$8,261.

5 JUDGE WEST: Is there any -- is that just they
6 just didn't -- does anybody know if there is something that
7 happened?

8 MS. GOODNESS: Well, most probably, Judge, it's
9 because we had some judgments and then, you know, they're not
10 really due till 30 days after. We don't collect cash bonds
11 until 30 days after the judgment is final final. It's probably
12 just the way it fell.

13 MR. PRICE: It's timing. That, or, you know,
14 you've got a stack of them and you don't get them done for that
15 report but you get them in on the next month.

16 JUDGE WEST: Sure. All right.

17 MR. PRICE: Yeah, it's just timing.

18 JUDGE WEST: Thank you.

19 Consideration and approval of applications or
20 renewals for bondsmen.

21 MS. SEGURA: I have three renewals. Becky
22 emailed everybody, every member, a copy and she said everything
23 was in order with all of them.

24 JUDGE WEST: All right. So the first one we
25 have, it looks like, is for Tamara Ritenour who works for Keith

1 Day. I think they were all emailed if anybody has any questions
2 or concerns; but Becky said it looks like it's all in order.
3 And then we've got also Julissa Cortez that works for Keith Day
4 and then, is it, Nguyet Pham that works for Stan Stanley.

5 Any questions or concerns on any of those? Is
6 there a motion to approve either one or all of those?

7 MS. GOODNESS: So moved.

8 JUDGE WEST: Got a motion. Is that for all of
9 them?

10 MS. GOODNESS: Yes, for all of them.

11 MR. REED: I second it.

12 JUDGE WEST: Got a motion and a second to
13 approve all three of these. Any other discussion on those? All
14 those in favor?

15 (RESPONSES MADE)

16 JUDGE WEST: Any opposed? All right. Those
17 are all approved. I think it was two renewals and an original
18 so those will all be approved.

19 Complaints against bondsmen.

20 MS. SEGURA: Yes. They have two and Susan Beck
21 is here, I think.

22 JUDGE WEST: So the first that we have is for a
23 complaint filed on On-Time Bail Bond, which we have been dealing
24 with.

25 MS. SEGURA: Uh-huh.

1 JUDGE WEST: It looks like what -- all right.
2 So on these it looks like there were two different cases but the
3 first case what happened it looks like there was a bond
4 forfeiture on August 26th and the bondsman called the next day
5 saying that they had made the mistake and wanted that recalled.
6 This is one that I actually -- that Susan called me about to ask
7 what I thought should happen. And so all I did was advise her
8 to let the bondsman know to put that in writing so there was
9 something in the file if we were going to recall a bond
10 forfeiture that they said they just made a mistake. That was
11 not done and because the bond was raised to \$100,000, they then
12 made that bond, the new 100-thousand-dollar bond instead of
13 recalling it so -- or instead of just sending that information
14 to the court to having it recalled so it looks like probably
15 that person or that defendant had to pay extra when, in fact, if
16 it was the fault of the bondsman, they could have just gotten
17 the -- sent that letter and gotten it recalled.

18 Is that right, Susan?

19 MS. BECK: Yes, ma'am.

20 JUDGE WEST: It's been awhile but I do remember
21 it. And then it looks like on this complaint also on September
22 the 9th, so a few weeks after that, there was another bond
23 forfeiture that they called asking for a recall on that one.

24 Did they send anything in writing on that one,
25 Susan? What happened with the second one?

1 MS. BECK: No ma'am. On that one I asked Judge
2 Gist and he said that the bond forfeiture stands. They just
3 said that they made a mistake once again and wanted it recalled
4 and Judge Gist's response was no.

5 JUDGE WEST: Okay. So what is this? Oh, this
6 is the -- I said there was two. It's actually the same, kind of
7 the same --

8 MS. SEGURA: Same incident.

9 JUDGE WEST: -- same complaint. The first one
10 was actually filled out by Susan in Judge Gist and then the
11 defendant that we were talking about filled out his own as well.
12 So it's really both -- it's the same complaint, two complainants
13 against On-Time Bail Bond.

14 Does everybody have a copy of these? Okay.
15 Anybody have any input on how to handle this?

16 MS. GOODNESS: Didn't we talk last time, Judge,
17 when we were having an issue with a complaint on On-Time Bail
18 Bond that their files needed to be in order and that they had to
19 show where they had notified the defendant, where they had
20 contacted the defendant each time to let them know about their
21 court date. Isn't that supposed to be in their files and that
22 they communicated with the defendant about their court date?

23 MS. SEGURA: Uh-huh.

24 JUDGE WEST: I think it should be.

25 MR. MILO: Can I speak?

1 JUDGE WEST: Yes, sir. Go ahead. State your
2 name for the record, please.

3 MR. MILO: James Milo. So what happened in
4 this particular instance, he was notified -- so my reasoning for
5 not writing the letter was because when I went back and looked,
6 he was notified. So that's why I didn't call you back because
7 he wasn't -- he was notified. And so I explained that to him.

8 And then second, after that, the second time,
9 it was our fault. It was our fault and I took full
10 responsibility for it and that's why I bonded him out.

11 When I -- we had a new girl and she put in the
12 court date incorrectly and so I told him.

13 And so we -- another issue, what was the other
14 issue?

15 UNIDENTIFIED SPEAKER: Velma.

16 MR. MILO: So basically it was an incorrect
17 court date that we put in wrong the second time and so I took
18 full responsibility for it. That was it, pretty much it. I
19 mean, he's right there so --

20 JUDGE WEST: So, sir, are you -- you're Quintel
21 Craig?

22 MR. CRAIG: Yes, ma'am.

23 JUDGE WEST: Okay.

24 MR. CRAIG: He said it's in the system. I
25 mean, I didn't get it, you know, that's I ain't just showed up

1 to court. But when I showed up the next time is when I showed
2 up, they had locked me up again. They said this was my second
3 time being late and that's when Ms. Susan had brought it down.

4 MS. SEGURA: The bond.

5 MR. CRAIG: The court date, the first one was
6 the 26th, right?

7 JUDGE WEST: Right.

8 MR. CRAIG: Yeah, and I got it the 27th right
9 here. It says your case was picked up so that's why I ain't,
10 you know.

11 JUDGE WEST: So are you saying you didn't get
12 any notice before the 26th of the court date on the 26th?

13 MR. CRAIG: No. I, like, you have court in
14 Jefferson County on 8/27. Your case has been picked up.

15 I said, okay what case it's for?

16 Weapon and evading charge. And that was that.

17 JUDGE WEST: So that was the day after the bond
18 forfeiture?

19 MR. CRAIG: So I came on the 27th.

20 MR. MILO: I sent Mary the actual text message
21 that was sent and it has the dates on it.

22 JUDGE WEST: We don't have that.

23 MS. SEGURA: Mary isn't here today.

24 JUDGE WEST: Mary is not here today and I don't
25 see that and I feel like we probably need to get that

1 information so that we can kind of conduct a full hearing.

2 Mr. Roebuck, what else would we need for the
3 next time other than we need to make sure that and anything else
4 anybody wants to bring and we can put it on the agenda for next
5 month?

6 MR. ROEBUCK: Well, obviously we need to know
7 if he got notice.

8 JUDGE WEST: Right. So I think what we need
9 from both of you is whatever documentation you can get and Mary
10 probably already has it but if there is any other documentation,
11 if you can --

12 MR. CRAIG: I got the message right here.

13 JUDGE WEST: Right. So what we will need is --
14 we obviously can't take your phone from you and so if you -- but
15 you should be able to e-mail that. If it's a text message, you
16 could e-mail it to yourself. Someone can show you and then
17 print it out so that we can have what you have.

18 And then, Mr. Milo, if you'll bring the file so
19 that we can have access and look and see what all is in his
20 those and see what's documented and what's not as far as what
21 you guys have and we will put it on the agenda for next time if
22 that's okay with everyone.

23 Is that fine? All right. So we will do that
24 and it will be on the agenda for the next meeting.

25 Any others other than that one, Glenda?

1 MS. SEGURA: No, ma'am. That's it.

2 JUDGE WEST: Okay. The next thing is the
3 report from the treasurer on cash and CDs up for collateral.
4 Anything that we need to --

5 MR. HALLMARK: Nothing to report.

6 JUDGE WEST: Nothing to report on that.

7 Anybody have any questions or anything?

8 MS. FREGIA: I have a couple of issues I wanted
9 to kind of present and see what I need to be doing.

10 JUDGE WEST: Okay.

11 MS. FREGIA: For like the insurance, I guess I
12 need to know if I go by the deed of trust, does it override the
13 rules and regulations because there is two different issues on
14 the insurance that they have to give me. The deed of trust says
15 10 days before it expires and the regulation says on February
16 1st.

17 JUDGE WEST: Mr. Roebuck?

18 MR. ROEBUCK: I'm sorry. What did she say? I
19 didn't hear it. I don't hear so good.

20 JUDGE WEST: All right. Well, we do. We will
21 talk louder; you don't have to.

22 She said there is a conflict between the time
23 frame on the deed of trust to give certain information over and
24 the regulations. One says by February 1st and the other one
25 says within, was it 10 days? Is that correct?

1 MS. FREGIA: Yes, yes.

2 MR. ROEBUCK: What is February 1st?

3 MS. FREGIA: In the regulations it says they
4 have to get the insurance to me by February 1st of each year.
5 The deed of trust says 10 days before it expires. So I'm either
6 getting it once a year or every time it expires.

7 MR. ROEBUCK: Well, my position is it's got to
8 be before it expires because February 1st is not -- that could
9 be a time that's either post or pre expiration of the insurance.

10 JUDGE WEST: So do we need to maybe for next
11 time to put it on our agenda to look at that policy and change
12 the -- that's our -- the regulation is our rules, our local
13 rules; is that what that it is?

14 MS. FREGIA: (Nodding).

15 MR. ROEBUCK We can just change it.

16 JUDGE WEST: So maybe we need to look at that
17 and adjust it to meet what the deed of trust says.

18 MR. ROEBUCK: Yeah, I can -- we change the
19 local rule to make it consistent. I would suggest 10 days
20 before expiration.

21 JUDGE WEST: Okay. So let's make a note of
22 that and see if we can get some wording together and then we
23 can -- that can be on the agenda for the next meeting to make an
24 adjust to our policy.

25 MS. FREGIA: I have a couple more.

1 JUDGE WEST: One is it. Sorry. You're done.

2 No. I'm picking.

3 MS. FREGIA: In the deed of trust it says they
4 have to provide the fire and the windstorm and it's like the
5 flood is optional. I mean, I mean, I can do the flood and
6 the -- I mean, the fire and the windstorm but what happens if a
7 house floods?

8 MR. ROEBUCK: The point -- and what I tried to
9 do in drafting this language that went in the deed of trust is
10 when you've been doing this as long as I have, you deal with
11 these lenders all the time and the lenders have a provision in
12 all of their deeds of trust that says you got to have fire and
13 windstorm. And you have to show the lender as an additional
14 insured. None of the deeds of trust have mandatory flood
15 insurance in there but there is a provision in there for other
16 insurance maybe required and I didn't -- I mean, we can do that
17 but I -- you know, some areas, you know, we got 64 inches of
18 rain about two years ago and a lot of areas didn't flood. So I
19 think we can -- and administratively, it could be an issue
20 because that means we have to look at each one and decide
21 whether or not this area or this one ought to have flood
22 insurance or not. We could include that -- I could modify the
23 language and include that in every loan, I mean, in every one we
24 make, every piece of security we have. It costs the folks \$300
25 a year more if that's what the board wants.

1 MR. REED: I would like to speak on that. On
2 rental property, it's not like your home-owned property. Rental
3 property, flood insurance costs anywhere from like 800 dollars
4 to one thousand dollars a year. I own like 10 and we have a lot
5 of property up here. I mean, every -- every year you're going
6 to be paying 800 to \$1,000 on each property more.

7 MR. ROEBUCK: And what he's saying --

8 MR. REED: My home is like 400.

9 MR. ROEBUCK: -- is if it's not a residence, if
10 it's not a homestead --

11 JUDGE WEST: Right. I understand.

12 MR. ROEBUCK: What you're talking about, it's
13 not a homestead --

14 MR. REED: Right.

15 MR. ROEBUCK: -- and it goes up. Yeah, because
16 it's got a different underwriting policy.

17 MR. HALLMARK: I mean, I spent about 15 years
18 in real estate; and if a house floods, it goes from being
19 200,000 to 40, 50 thousand. That's the -- that's problem is I
20 think -- I think we are living in a time where we really can't
21 say that my house won't flood anymore.

22 MR. ROEBUCK: It's true.

23 MS. FREGIA: I guess what I'm saying is are we
24 covered? Are we going to be covered if that happens?

25 JUDGE WEST: Doesn't sound like it.

1 MR. PRICE: We may want to put this on the
2 agenda for next month and then bring it up and discuss whether
3 we want to revise the deeds to require -- I mean, revise the
4 deed again but that should be something that we should
5 specifically have on our agenda to discuss and raise those
6 issues at that point in time.

7 JUDGE WEST: Right. Okay. Let's add that to
8 next time. If anybody has, you know, if you can find anything
9 else, Mr. Roebuck, and if you guys want to look at the actual
10 costs that it would cost to do that and I don't know if we can
11 make it -- talk about it being on houses that are in the flood
12 zones or if we want to get into that because, like you said,
13 administratively, we would have to be looking at every single
14 property as a board to figure that out.

15 Did you have something?

16 MS. BRODE: I did. With what you said,
17 Quentin, do we have anything in place saying that if one of the
18 collateralized homes floods, they're to report it to us, that
19 their -- our collateral just decreased?

20 MR. PRICE: Again, I think that's something you
21 probably should bring up next month once we have this on the
22 agenda --

23 MS. BRODE: Could that be part of the
24 conversation?

25 MR. PRICE: -- to revise the policy because I

1 think that what you'll find is that under the law it says that
2 you're to take the appraised value by the tax assessor collector
3 and whatever the tax assessor collector does, you're bound by
4 that, by state law, if I remember correctly but I haven't looked
5 at it.

6 JUDGE WEST: But if a house is flooded and the
7 tax assessor reduces a value, how would we know?

8 MR. PRICE: Then our collateral has just gone
9 down in value.

10 JUDGE WEST: Right. But we would need to be
11 somehow given that information.

12 MR. REED: Isn't that report done each year?

13 JUDGE WEST: I don't know. That's why --

14 MS. GOODNESS: At renewal I believe they have
15 to give appraisal of their property that's up.

16 JUDGE WEST: So, I mean, at least we would know
17 if amounts would change so we are covered that way.

18 MS. BRODE: Yearly.

19 JUDGE WEST: Yearly, right.

20 MR. REED: Yearly.

21 JUDGE WEST: Okay. Well, I guess, we can talk
22 about it and put it on there and anybody get any other
23 information they want to discuss about whether they want to ask
24 for changes or not, we can do that at the next one.

25 Did you have another one?

1 MS. FREGIA: I kind of do and it might depend
2 on insurance but I understand we are supposed to be the first
3 lienholders on the property through the insurance, correct?
4 First lienholder?

5 MR. REED: Yes. Yes, first lien.

6 MS. FREGIA: I guess after we get all the
7 insurance issues done, am I supposed to report this every month
8 so y'all know who is compliance with the -- if they have expired
9 insurance or not? You see what I'm saying? Like if their
10 insurance expires tomorrow and we have a meeting next month and
11 they haven't gotten the information to me, is that something
12 y'all want me to report each month?

13 JUDGE WEST: I would think we would need that
14 if we -- since we are doing it -- since we have changed it to
15 the 10-day really instead of the once a year, I mean, it doesn't
16 do us any good to make them tell something and the rest of us
17 don't know to be able to act on it so I would think so.

18 MS. FREGIA: I mean, it could change. When I
19 turn it in, that I have two people not but then they come give
20 it to me two days before the meeting.

21 JUDGE WEST: Right. Well, and you could always
22 give it to us; and then if they have done it by the meeting,
23 just let us know that. But if they haven't, then it's something
24 we might can take some kind of action on it if we need to. I
25 would think. Don't y'all?

1 MS. BRODE: Especially if Jefferson County is
2 not listed. I mean, that's something that I would want to know
3 if Jefferson County is not listed on that insurance.

4 JUDGE WEST: Right. Because we have required
5 that now, right?

6 MS. BRODE: Yes.

7 JUDGE WEST: I mean, that's part of it. So,
8 yeah, if we are not listed, we need to know that also for sure,
9 yeah. Anything else?

10 MS. FREGIA: No. I'm good. I think.

11 MR. REED: I have one. For the next month's
12 hearing that we are going to hear on Mr. Milo, I think for his
13 defense, he said he hired a new employee that made the error and
14 I think that probably the new employee needs to come to testify
15 also and that that new employee is registered with the board.

16 MS. BRODE: Yeah, that's what I was thinking.

17 JUDGE WEST: Yeah, we definitely need -- I
18 mean, I think any information that -- obviously, that they need
19 to bring whoever they think is important to bring to that next
20 hearing just like the defendant and Susan.

21 MR. REED: Well, he made a statement that she
22 was a new employee.

23 JUDGE WEST: Do we have-- what's her name?

24 MR. MILO: I can't think. Why am I drawing a
25 blank? Danesha.

1 JUDGE WEST: Do we have all of her paperwork?
2 Has she been approved and everything turned in like was supposed
3 to for her?

4 MR. MILO: Yeah, yeah, I think they turned it
5 in maybe a month ago.

6 MS. BRODE: There is no five-hundred-dollar
7 deposit put for a renewal in the fiscal year 2019 for On-Time
8 Bail Bond.

9 JUDGE WEST: All right. So I would say,
10 Mr. Milo, when you come to the next meeting, we need the name of
11 that employee that you -- and we need either her here or we need
12 any information on if you have filed for her to be -- done the
13 appropriate paperwork for her to be listed as an employee and
14 take care of those things.

15 MS. BRODE: I have a Rashonda Alexander without
16 a company listed. I don't know what company.

17 UNIDENTIFIED SPEAKER: That's us, Allied.

18 MS. BRODE: That's Allied. Sorry about that.

19 JUDGE WEST: Okay. Is that -- do you think
20 that -- anything else we need to ask them to bring, Al?

21 MR. REED: Any information on his behalf, but
22 he just said it was a new employee and I just wanted to --

23 JUDGE WEST: Right. I didn't catch that so --
24 yeah, we need that information and to make sure it's all done
25 properly and was done properly before she was working.

1 Okay. Report -- did I already do the
2 treasurer's report?

3 MR. HALLMARK: Uh-huh.

4 JUDGE WEST: And that one was fine. Okay. Any
5 release of property, CDs or anything like that to deal with this
6 time, Glenda?

7 MS. SEGURA: No.

8 JUDGE WEST: Auditor's office reports.

9 MS. BRODE: I distributed them. The only big
10 change to note is that the Sheriff has approved an increase or
11 two increases this Month for Mr. Crenshaw.

12 JUDGE WEST: Okay.

13 MS. BRODE: Other than that --

14 MR. REED: Is that an increase without putting
15 up additional collateral?

16 MS. BRODE: Yes.

17 JUDGE WEST: Anything else on the auditor's
18 report?

19 MR. CRAIG: I was about to say on the other --
20 oh, I see what they're saying like on the -- instead of the
21 55,000 when they gave me the 100-thousand-dollar bond and they
22 still made me pay on it, right? I'm saying if they can just
23 take whatever I gave them on 100-thousand-dollar --

24 JUDGE WEST: Okay. So here is the thing: We
25 are not going to deal with this issue any more today. We are

1 going to have to deal with this when you come back because it
2 wasn't technically -- I mean, the complaint was on here but we
3 need more information from the bonding company and also, like I
4 said, for you to print out any information that you have to give
5 us and not just read off your phone. So whatever information
6 you have and anything you want to let us know, you can do that
7 when we come back at the next date. Okay?

8 MR. CRAIG: Okay.

9 JUDGE WEST: All right. And I was just
10 handed -- oh, this is a copy of the -- some of y'all's
11 information from --

12 MR. MILO: Text messaging.

13 JUDGE WEST: -- from On-Time. So we will just
14 put that -- if you can make copies of that for everybody for the
15 next meeting, they can have those as well.

16 Okay. Anything else on the auditor's report?

17 MS. BRODE: No, ma'am.

18 JUDGE WEST: Now, it says to determine how
19 surrenders will be signed off on and processed. What is that
20 about?

21 LT. KELLY: It's on the AFRS's, we would --
22 like at the -- what we were suggesting is like Monday through
23 Friday, when we do the surrenders and sign off on it, we will
24 sign off and check whether the subject is in custody or
25 whatever. We will do that Monday through Friday because we

1 can't do anything after 5:00 o'clock Monday through Friday and
2 on the weekend because they have to be signed off by the judge
3 anyway. So Monday through Friday we will take care of locating
4 the guys and seeing whether they're in custody or not; but after
5 that, it's going to b-e.

6 JUDGE WEST: So is that something we need to
7 get that information out to the bondsmen, all the bonding
8 companies so they know that?

9 LT. KELLY: Yes, yes.

10 JUDGE WEST: Is that something that you or
11 Keith can do?

12 MR. REED: Keith usually takes care of that.

13 JUDGE WEST: Since you're here on his behalf,
14 would you let him know --

15 MR. REED: I sure will.

16 JUDGE WEST: -- and have him let all the
17 bonding companies know they will take care of that?

18 MR. REED: If we can get a letter from the
19 sheriff's department and then that way we could forward it to
20 all of the bondsmen.

21 JUDGE WEST: Sure. Is that something you guys
22 can get to Keith Day from the sheriff's office with that policy?

23 LT. KELLY: Yes, ma'am. Yes, ma'am.

24 JUDGE WEST: Perfect. All right. Anything
25 else on that?

1 MS. GOODNESS: Just to clarify, that includes
2 you're going to check if anybody is in custody at, like in
3 Orange County or other agencies, right? You're going to check
4 with the other counties to see if they're in custody and if the
5 bondsmen says he's in custody in Orange County?

6 LT. KELLY: Yes, ma'am. All we have to do is
7 call and get a verification. Like I said, we still have to get
8 it sent over here to the courts for the judge to sign off on.

9 MS. GOODNESS: Right, right. That's been the
10 question for the last couple of months. But I'm just making
11 sure you're saying y'all are going to check if they're in
12 custody and you are going to sign the verification that they are
13 in custody?

14 LT. KELLY: Yes. We are going to do what you
15 said, we will verify it but after that --

16 JUDGE WEST: Right.

17 MR. REED: Can I ask the sheriff department
18 what are the procedures -- say if you had somebody in
19 Mississippi and we brought in our -- our paperwork, what is the
20 procedures for the sheriff department to verify that the -- that
21 this person is in a jail somewhere there?

22 LT. KELLY: We would call over to that facility
23 and see if he's in custody there and verify it through phone
24 call with their agency.

25 MR. REED: Okay. So why is this only done

1 Monday through Fridays and not Saturdays and Sundays if a person
2 just picked up the phone and verified that?

3 LT. KELLY: Because a lot of times the people
4 we need to contact are not in after 5 or over the weekend and
5 they don't give that type of information out unless it comes
6 through a teletype or some things like that.

7 MR. REED: That's the way it's been done for
8 years is through teletype.

9 LT. KELLY: Some. Not all. If we call over to
10 Orange County, we can verify over the telephone.

11 MR. REED: Right.

12 LT. KELLY: If we call over to Hardin County,
13 we can verify it over the telephone.

14 MR. REED: Right. What about out of state?

15 LT. KELLY: Out of state is a little bit
16 difficult.

17 MR. REED: Because we call all the time out of
18 state to verify by telephone.

19 LT. KELLY: Well, the difference is with
20 out-of-the-state is that you don't get the right people. We
21 prefer getting a teletype or something in writing from a person
22 from out of state. We can right here locally. Out-of-state
23 give you a lot of challenges. You got to jump through a lot of
24 hoops.

25 MR. REED: Oh, I thought it was just from jail

1 to jail.

2 LT. KELLY: Sometimes. If you call certain
3 jails, they patch you along to this person to this person to
4 this person to get a verification.

5 MR. REED: And?

6 LT. KELLY: We prefer to have it in writing.

7 MR. REED: I understand. Teletype is in
8 writing but I'm just trying to understand what is the difference
9 between Monday through Friday and Saturday and Sundays. That's
10 all I was saying.

11 LT. KELLY: Basically it's not going to get
12 done after 5:00 o'clock anyway on Monday through Friday. And on
13 the weekends we can't do anything. The Court still have to sign
14 off on it. You know, the Court still has to sign off on it.

15 JUDGE WEST: All right. If that's the policy,
16 I guess, what their policy is, just put that in writing and we
17 will get that sent out.

18 MR. REED: Okay.

19 JUDGE WEST: Okay. Possible amendment or
20 changes on local rules. Was there something this time that we
21 had that you know of, Glenda?

22 MS. SEGURA: Not that I know of.

23 JUDGE WEST: Sounds like next meeting we might
24 have a couple of issues under that one but probably not this
25 time.

1 And then is it time to elect a chairperson or
2 is that is carry over from an old --

3 MR. REED: Well, that -- you mean over here for
4 over there?

5 JUDGE WEST: Yeah.

6 MR. REED: Well, on the holding company to
7 elect this person is like in December or January.

8 MS. SEGURA: I'll have to check on that.

9 MS. GOODNESS: I asked Becky and she said it
10 was time for this again. I think we were going to do in
11 September but we didn't have a meeting.

12 JUDGE WEST: Yeah. I guess it probably goes
13 along with the County's fiscal year or something like that.

14 Well, who is not here that we can pick on? So
15 we have to elect a chairman and a vice-chairman. Currently your
16 chairman is Judge Dollinger and I'm the vice-chairman.

17 So are there any motions?

18 MS. GOODNESS: I nominate Judge West because
19 she has been here 99 percent of the time.

20 JUDGE WEST: No good deed goes unpunished.

21 MR. REED: Is this nomination here? Is that
22 what we are doing here?

23 JUDGE WEST: We got the vice-chair right over
24 there hiding.

25 JUDGE WOODS: I'm late. I was late.

1 MR. REED: All right. I'll second that motion.

2 JUDGE WEST: Any other nominations for chair?

3 Please. No? All right.

4 All those in favor of electing me as your
5 chairperson say aye.

6 (RESPONSES MADE)

7 JUDGE WEST: All those opposed?

8 (Judge West raised hand)

9 JUDGE WEST: Okay. Thank y'all.

10 And then vice-chairman, any nominations?

11 MS. VOORHIES: Judge Woods.

12 MR. REED: Judge Woods. I'll nominate Judge
13 Woods.

14 JUDGE WEST: We've got a nomination. Do we
15 have a second on that?

16 MR. HALLMARK: I second.

17 JUDGE WEST: Any other nominations for
18 vice-chair? All right.

19 All those in favor of Judge Woods as
20 vice-chair?

21 (RESPONSES MADE)

22 JUDGE WEST: Any opposed. All right.

23 MR. REED: Congratulations. We are going to
24 double your salary.

25 JUDGE WOODS: Right. Double zero is zero.

1 JUDGE WEST: Okay. The next thing or last
2 thing is consideration of reducing the bonding authority for
3 failure to comply with deed of trust specifically related to
4 insurance.

5 MS. GOODNESS: I think we should talk about all
6 of that next month when we are trying to figure out what
7 insurance we are even requiring them to have.

8 MS. BRODE: But there's a very specific
9 incident.

10 JUDGE WEST: So what is that about? Who knows?

11 MS. FREGIA: I have one that I spoke to in
12 March. I don't have the insurance on them, and he refused to
13 put us as first lienholder.

14 JUDGE WEST: I mean, I would think at that
15 point would the proper thing to do to be to file a complaint?

16 MR. REED: Put them in default if he's not
17 complying.

18 JUDGE WEST: Yeah. I think it has to be -- I
19 think there needs to be something formal to do that if we don't
20 have an automatic policy set out to do it just when it happens,
21 that it would need to be on the agenda specifically for that and
22 that would need to be probably come in the form of a complaint,
23 I would think. And so --

24 MS. GOODNESS: And so we would need to notify
25 the bondsman that's the subject of the complaint to be here.

1 MS. FREGIA: I didn't hear.

2 MS. GOODNESS: And notify the bondsman. The
3 board administrator should notify the bondsman of the complaint
4 so that he can be here for the meeting.

5 JUDGE WEST: Right. So I guess if you can get
6 a complaint filed with that information and whatever
7 documentation you have on it attached that to it and get that to
8 Glenda and then she can give that bondsman notice to be here at
9 the next meeting and we will have it on the agenda to have
10 action at the next meeting on that and then maybe we can also
11 talk about if that's the proper way to do it in the future or if
12 we need something in our policy that is some automatic. I think
13 it would be hard to do anything automatic. I think you would
14 almost have to have some type of hearing, but we can look at the
15 policy and go from there. Was that the only one?

16 MS. FREGIA: (Nodding)

17 JUDGE WEST: Okay.

18 MR. REED: Judge, I didn't quite understand
19 what you said about insurance the last time.

20 JUDGE WEST: So my understanding is that what
21 she just said was that this person does not -- has not provided
22 us the information about their insurance and has not put us as
23 the first lienholder on that. And so if they're refusing to do
24 that and that's required in our policy and our deed, then I
25 think a complaint needs to be filed and then we take that up as

1 a complaint against that bonding company, I would think, unless
2 somebody has a different idea how to handle it.

3 MS. FREGIA: Do I need to wait until the next
4 meeting to give notice to some that has insurance issues or I
5 don't know how to handle that? I have more than that one person
6 but he is back from March. But like the 10-day grace, I have a
7 couple that's past that 10-day grace, but we didn't want to act
8 on it until we knew what the board wanted us to do. I'll notify
9 them like I've always notified them, but I don't know what to do
10 in those cases.

11 JUDGE WEST: I would say for now notify them
12 and then that -- we will have to figure out at the next meeting,
13 it will be on the agenda to determine what out -- what to tell
14 you to do when that does happen in the future. We will have to
15 make some type of policy and amend our local rules to say
16 whatever -- if you don't -- I mean, we made the rule but we
17 didn't have a consequence of the rule. So that's what happens,
18 I guess, when we are learning as we go on making new rules so
19 there needs to be some type of either -- you know, after that
20 doesn't happen, then this needs to happen. And we need to
21 figure that out. Everybody come with ideas, I guess, on how to
22 figure that out at the next meeting.

23 But go ahead and give them the notice, I guess.
24 Anything else? Okay. Meeting is adjourned.
25 Thank y'all very much.

(MEETING CONCLUDED)