

1 BAIL BOND BOARD HEARING

2 NOVEMBER 21, 2019

3

4

5 THOSE PRESENT: JUDGE RAQUEL WEST

6 JUDGE CLINT WOODS

7 JUDGE KEN DOLLINGER

8 JOLEEN FREGIA

9 RHONDA BRODE

10 CHARLIE HALLMARK

11 BETTY LIMBRICK

12 GLENDA SEGURA

13 MARY GODINA

14 THERESA GOODNESS

15 BECKY GARCIA

16 CHIEF JAMES KELLY

17 TAMIKA MARTIN

18 TONJA VOORHIES

19 KEITH DAY

20 QUENTIN PRICE

21 TOM ROEBUCK

22 DUSTIN GALMOR

23 AL REED

24 STELLINA REED

25 JAMES MILO

1 THOSE PRESENT: SHELLY CONNER
2 KEANDREA FRANK
3 CAROL GAUTHIER
4 LISA MARTIN
5 TAMARA RITENOUR
6 DEDE ROJAS
7 CHRIS ROMANO
8 RONNIE LEBLANC
9 SUSAN BECK
10 KIMBERLY BROUSSARD, CSR
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1 JUDGE WEST: Okay. I'm going to go ahead and
2 call the meeting to order. It's a little after 12:30. We'll
3 try to get through what we can. I'm going to stay as long as I
4 can, but I have a jury that I have to get back to. So, Judge
5 Woods is going to step in as soon as I need to leave.

12:38PM 10 Report from the DA's office regarding status of
11 collection on judgments. Does everybody have a copy of that
12 report? Any questions or concerns about that?

13 (NO RESPONSE.)

14 JUDGE WEST: Okay. Next is consideration and
15 approval of any applications or renewals. Do we have any? I
16 don't think we do, right?

17 MS. GODINA: Becky, application or renewals?

18 MS. GARCIA: No.

19 JUDGE WEST: Okay. Complaints against bondsmen.
12:38PM 20 So, from last month there was the complaint that was filed from
21 Judge Gist and Susan Beck out of Drug Impact Court regarding On
22 Time Bail Bond. We tabled it and asked, I believe, for them --
23 everyone to get whatever documentation they had. I believe
24 there was some call logs that we were asking for and things like
25 that. Have you gotten that information?

1 MS. GODINA: I have the file from On Time; and,
2 also, Susan is here if we have any questions from her or
3 comments, whichever we need from her.

4 JUDGE WEST: Were you able to tell from that,
5 Mary, if, in fact -- I think the defendant's name was Quintel
6 Craig?

7 MS. GODINA: Right.

8 JUDGE WEST: And, so, who, I think, was alleging
9 that he was not given notice of a hearing. Is that right,
12:39PM 10 Susan?

11 MS. BECK: Yes, ma'am.

12 JUDGE WEST: And, so, I think we asked, got the
13 file; and I know that Mr. Craig was trying to show us some
14 information from his phone. We had asked him to forward that to
15 an e-mail and forward it or print it out. Did we get anything
16 from him?

17 MS. GODINA: No, ma'am. And I haven't heard from
18 him again.

19 JUDGE WEST: Okay.

12:40PM 20 MS. GODINA: Have you heard from him?

21 MS. SEGURA: No.

22 JUDGE WEST: So, from the file itself, can you
23 tell if there's any documentation for when Mr. Craig got --
24 received notice?

25 MS. GODINA: I'm just looking through the file

1 'cause they just gave it to me a couple of minutes ago. I don't
2 see any call log. Do y'all have a call log in here?

3 MS. CONNER: It was e-mail.

4 MR. MILO: I e-mailed it.

5 JUDGE WEST: You e-mailed the call log to Mary,
6 Ms. Godina?

7 MR. MILO: Yes.

8 JUDGE WEST: That's okay. And I know you're
9 getting caught up because you weren't here last time.

12:40PM 10 MS. GODINA: Right, because I wasn't here. Yeah,
11 I'll have to look and see if and where it is. His whole thing
12 was he wasn't notified. He had a bond forfeiture. Was it one
13 or two forfeitures?

14 MS. BECK: Two.

15 MS. GODINA: Two.

16 JUDGE WEST: I guess the bigger -- okay. So, let
17 me -- the bigger issue for me is not necessarily -- obviously he
18 needs to be getting notice of his court dates but the bigger
19 issue was that the bondsman called Susan to say that they had
12:41PM 20 made a mistake and Susan contacted me because it was technically
21 out of my court, even though it was Drug Court. I advised her
22 to tell them I needed something in writing in the file that they
23 had made that mistake and then we would recall the forfeiture.

24 That was not done. They did not put anything in
25 writing and, instead, made the larger bond, the

1 hundred-thousand-dollar bond, about four days later. And then
2 the next month there was another bond forfeiture, same
3 defendant; and then On Time calls again saying it was their
4 fault, asking again to recall the bond forfeiture.

5 And then with regard to that one, Susan, was
6 there anything in writing on that one with regard to them saying
7 it was their fault, the one from September the 9th --

8 MS. BECK: No.

9 JUDGE WEST: -- the second one?

12:42PM 10 MS. BECK: I got nothing in writing but Judge
11 Gist was there at that point in time and he denied recalling the
12 bond forfeiture.

13 JUDGE WEST: Okay. So, this is -- I did not file
14 a complaint, but I think -- the issue that's happening in this
15 complaint happened Monday, this Monday in my court. So, I think
16 that's important for us to at least talk about; and then if I
17 need to file something, I will. But I think the over -- the
18 bigger problem isn't really whether Mr. Craig got notice.

19 That's all fixable. If it was their fault or his fault, if they
12:43PM 20 call and say, "It's our fault," they need to put something in
21 writing.

22 In court Monday I had someone that I took into
23 custody. They had a bond forfeiture. An AFRS had been filed.
24 We took him into custody. He sat there. And then someone, I
25 think, had a message on our machine that said -- I can't

1 remember now exactly how it went -- but that they were asking,
2 said he was working with them and they wanted me to recall the
3 forfeiture and get rid of the AFRS.

4 I had my clerk call -- and this was at about
5 9:00, 9:30; we'd already been in court for a while -- call the
6 office while we were in court to ask if, in fact, that's what
7 they wanted to do and that they needed to fax something over
8 immediately because I had somebody sitting there in handcuffs.

9 Some conversation took place. I ended up taking the phone
12:44PM 10 myself. I don't know who I talked to, but it was concerning to
11 me at 9:30 on a Monday that they not only were -- a lot of time
12 bail bondsmen have someone around the courthouse or at least in
13 their office. What I was told was, "Not in the office yet.
14 I'll be there in a little bit, and I'll send it over."

15 At 9:30 on a Monday, with every criminal court in
16 session on a typical Monday, I find it disturbing that a
17 bondsman doesn't have someone in their office to be able to
18 address these things and a phone call clearly -- because there's
19 a pending complaint, a phone call is not enough to tell a judge
12:44PM 20 to recall a warrant. So, that happened Monday. I don't know --
21 obviously it doesn't have anything to do with this complaint
22 that we're hearing but it's the same type of thing that happened
23 and I think everybody needed to know that. So, I don't know
24 what to do now.

25 MS. GARCIA: Yes. So, I also got word, I got a

1 phone call yesterday from Montgomery County; and Montgomery
2 County was verifying as to whether or not James was needed to be
3 present today at our meeting because they, too, are having their
4 bail bond board meeting today and were requesting his presence
5 at that meeting due to another complaint that they had filed.
6 They didn't go into specifics as to what the complaint was
7 about; but she was just verifying that he did need to, in fact,
8 be here today.

9 JUDGE WEST: I just feel like we've bent over
12:45PM 10 backwards for so many months now with trying to give everyone an
11 opportunity at the office to get everything in order and it
12 still seems like it's not and, so, I have some really serious
13 concerns. Any other input from -- or ideas? I mean, what we
14 need to do today and what we're here for today is the complaint
15 that was filed by Susan Beck in Drug Impact Court specifically,
16 but I think the other information is important.

17 MS. GOODNESS: I think we should give Mr. Milo a
18 chance to respond to these complaints and hear what he has to
19 say.

12:46PM 20 JUDGE WEST: Mr. Milo?

21 MR. MILO: So, in regards to the Quintel
22 situation, the first thing that happened was we bonded him out.
23 He received a notification via text message, which I sent to you
24 all and I showed you. Right.

25 MS. GODINA: Would you pass those to Judge

1 (tenders document).

2 MR. MILO: He received a notification of the text
3 message. That's why I didn't contact Susan and write no
4 letters. I was, like, because we're not responsible for it.
5 And then, so, the second time we bonded him out.

6 JUDGE WEST: But, okay, so, let me ask you, then,
7 and I just -- not to -- so, you called initially Susan and said
8 there was -- it was your mistake --

9 MR. MILO: Right.

12:47PM 10 JUDGE WEST: -- but you didn't call her back --

11 MR. MILO: That's --

12 JUDGE WEST: -- and say it's not a mistake?

13 MR. MILO: That's what I said. I said that last
14 week, and I said -- I apologized last week.

15 MS. CONNER: Last month.

16 MR. MILO: Well, last month. I'm sorry. I
17 apologized. I said I should've called her back and let her
18 know. So, the second time we bonded him out for the
19 hundred-thousand-dollar bond, we didn't charge him the full
12:47PM 20 price. We charged him whatever our bank charged us. So, we
21 took care of that.

22 And then the second -- well, the third time was
23 our fault. That was -- there's no way around it. It was our
24 fault because the court date was entered into the system
25 incorrectly; and, so, therefore, I took full responsibility for

1 it. I paid his bond and everything and I talked to his mother
2 and I talked to him. I was, like, "Okay. I take full
3 responsibility for the -- for whatever they did. It's my
4 fault." I was, like, "Anything I can do to help you so you
5 don't have to deal with this, I'll do it."

6 And he was, like, "Okay. Thank you so much."

7 His mama was very appreciative. So, I was
8 surprised about the whole complaint in the first place.

9 JUDGE WEST: Well, the complaint didn't come from
10 him.

11 MR. MILO: Right.

12 JUDGE WEST: The complaint came from the court,
13 and I think that's the issue for all of us is that it's not just
14 the defendants but it's how -- what's happening with the
15 communication and lack of communication between you guys and us,
16 also.

17 MR. MILO: So, I mean, so, we've been having --
18 our office, in particular, we've been having ongoing issues with
19 court dates, not getting accurate court dates. So, the system
20 -- so, we receive an e-mail stating that, hey, this person has
21 court this day. Come to find out, this person doesn't have
22 court that day. And then it's other times when it shows that,
23 hey, this person doesn't show up on our list for a couple of
24 days. Then maybe three or four days later, it's a forfeiture.

25 JUDGE WEST: Well, why are y'all having this

1 issue and no other bondsman's having this issue?

2 MR. MILO: That's what I'm -- I don't know.

3 JUDGE WEST: But I think -- I know there was one
4 time when the list that you were talking about was an issue, and
5 I think I recall y'all -- there was -- y'all were looking at the
6 wrong list and that what -- and I think y'all have gone through
7 that. I remember all those discussions with Ms. Godina and the
8 courts saying, "You need to look at the dockets," and different
9 things and how you would do that but no other -- I mean, Keith,
12:49PM 10 do you know if this is some ongoing problem, that you guys are
11 not getting --

12 MR. DAY: I don't -- no, we're not having any
13 issues at our office getting the --

14 JUDGE WEST: The appropriate court dates?

15 MR. DAY: No. I mean, we get a docket every day.

16 JUDGE WEST: And, Mr. Reed -- I see Mr. Reed is
17 here -- are y'all having any issues with this?

18 MR. REED: No. I mean, with the docket that we
19 check every day --

20 MR. MILO: Right.

21 MR. REED: -- plus on -- before they go to court,
22 we check the dockets on the outside of the courtrooms. We don't
23 have any problems.

24 MS. GODINA: That's what I was going to say,
25 Judge, that the dockets for the felony courts are posted out

1 here --

2 MS. BECK: They're all posted.

3 MS. GODINA: -- they're posted out here.

4 MS. BECK: And they're posted online --

5 MS. GODINA: Right.

6 MS. BECK -- if you look it up on the computer.

7 MS. GODINA: Right. So, the dockets for 252nd
8 and CDC are posted out in the hallway by Braela. They're posted
9 online as soon as the girls work them up; and if they ask you
10 the question "Do you want to post to the internet?" I think is
11 how it's worded --

12 MS. SEGURA: Misdemeanors are online, too.

13 MS. GODINA: And the misdemeanors are online,
14 too. They don't have their dockets posted in the lobby out here
15 by Braela but Drug Court has theirs, the felony courts here, but
16 all of the dockets are posted online. Now, there are times
17 there's an emergency, someone gets sick and they're not going to
18 have a docket; but that's very few and far between. And I think
19 all the coordinators call and let everybody know, you know, as
20 soon as they know there's not going to be a docket.

21 MS. GARCIA: But, Judge, one thing I want to
22 bring up is due to the no response on this, it was at no fault
23 of the defendant being arrested and processed again for this
24 instance. When that happened, I believe you actually paid Keith
25 Day's office for that bond.

1 MR. MILO: Correct. Right. I did. I said that.
2 I've said that.

3 MS. GARCIA: Well, I think it was said that you
4 paid. I mean, I want to make sure that the Board understands
5 that Keith actually wrote the bond and direct payment was paid
6 by Mr. Milo to Keith's office to cover the expenses. But,
7 nonetheless, the defendant was picked up again, the process of
8 having an officer go out, be assigned to the warrant. It's very
9 encumbersome [sic] to have to go do this; and, yet, the
10 defendant's going to have another arrest record tied to them for
11 this instance.

12 MR. MILO: Like I said last month, we had a new
13 employee when this happened; and she made a mistake. I mean,
14 mistakes happen. And I took -- once again, I took full
15 responsibility. He contacted me. I was, like, I said, "Hey,
16 I'll take care of it." And I took care of it. I did everything
17 I told him I would do.

18 JUDGE WEST: Well, I think probably for all of
19 us -- and you've got to understand -- that people make mistakes,
12:51PM 20 but the problem is that we've been having a conversation about
21 you guys I think every month for the last -- lot of months, and
22 it keeps -- there continues to be these mistakes and then --

23 MR. GARCIA: One thing, too, you know, cases will
24 come off your report as they are reset. So, they may not be
25 there; but we do that report as a courtesy. It's not everything

1 set in stone. Your office should know what bonds are posted and
2 be checking on when they go to court. So, it changes; and it
3 does fluctuate from day to day. That's just one of the things.
4 But it happens on the reports. You can't wholeheartedly rely on
5 it. It's there for informational purposes and it's there to
6 help you out, but it's still your responsibility to know when
7 that person goes to court.

8 MR. MILO: I totally agree with you.

9 MS. GARCIA: I mean, as --

12:52PM 10 MR. MILO: I agree.

11 MR. GARCIA: -- as knowing when your bills are
12 review -- I mean your bill of costs are due.

13 JUDGE WEST: So, just because I'm new at this
14 position, what are our options with regard to the complaint? I
15 mean, I guess Mr. Galmor?

16 MR. GALMOR: I was just going to say because the
17 complaint itself, whether it's true or not is irrelevant,
18 because it does allege an actual violation of the local rules,
19 there has to be some sort action on it, whether it's, you know,
12:53PM 20 to do something or to decide to table it or not do something,
21 but I think something formally has to be done to address the
22 complaint as a valid -- it's a valid complaint.

23 JUDGE WEST: I agree.

24 MS. GARCIA: Right. On the complaint there's a
25 section that requires to be filled in from what action was

1 taken. The Board can take no action, the Board can do a
2 suspension, they can -- there's different alternatives as to
3 what the Board can do.

4 JUDGE WEST: I forgot my notebook that you so
5 nicely made me. I'm sorry.

6 MS. GARCIA: Your second chair did, too.

7 JUDGE WEST: I know. Did you bring yours, Mr. --

8 JUDGE WOODS: No.

9 JUDGE WEST: -- Assistant Chairperson?

12:53PM 10 JUDGE WOODS: It's sitting on my desk.

11 MR. MILO: Another thing with Quintel, he
12 informed me that -- I don't know who it was he talked to, but it
13 was somebody in the office -- he was, like, they said we
14 shouldn't be taking his money because we were still suspended
15 and we didn't -- which is -- wasn't the case. That wasn't true.
16 So, I don't know who told them that but...

17 MS. GARCIA: (Tenders documents to Judge West.)

18 JUDGE WEST: So, under Section 1704.252, there's
19 discretionary license suspension or revocation, and it listed
12:55PM 20 several grounds for that. Obviously one is to violate a chapter
21 or rule adopted by this chapter. So, I would think the first
22 thing potentially that we would need to vote on is whether or
23 not we all agree that it's a valid complaint and then discuss
24 what is to be done. So, we would need -- I don't know if that
25 should come in a motion form, that someone believes that there's

1 a complaint, or if it's -- or a valid complaint, I guess, would
2 be -- are starting off with a valid complaint and I think most
3 everybody agrees to that, but I think we probably need to have
4 an actual vote potentially on that. Becky, do you know? How
5 have y'all done that, Judge, in the past?

6 JUDGE DOLLINGER: I would say that would be
7 appropriate, to find the complaint as founded rather than
8 unfounded.

9 MS. GOODNESS: I make a motion that we find the
10 complaint is founded.

11 JUDGE WEST: We've got a motion.

12 JUDGE WOODS: I second that.

13 JUDGE WEST: We've got a motion and second that
14 we find that the complaint is founded.

15 Is there any other discussion about whether or
16 not the complaint itself is a valid founded complaint?

17 (NO RESPONSE.)

18 JUDGE WEST: All in favor say aye.

19 (RESPONSES GIVEN.)

12:56PM 20 JUDGE WEST: Opposed?

21 (NO RESPONSE.)

22 JUDGE WEST: All right. So, now we have the
23 finding that it is a valid complaint. The discussion now needs
24 to be on what, if any, action is taken. We don't have to take
25 action. We can take action to suspend for some amount of time,

1 we can take action to revoke, or no action. So, we really have
2 three choices is what it appears to me on what to do.

3 JUDGE WOODS: I have a suggestion. I say that we
4 take it under advisement; and then if it happens again, then
5 we -- then we move forward with what we want to do and this is
6 just a warning.

7 MS. GOODNESS: Judge Dollinger's --

8 JUDGE WEST: Yes, sir?

9 JUDGE DOLLINGER: As an alternative to Judge
10 Woods' suggestion, is it possible that we could do a suspension
11 for a period of months and probate that suspension; and then if
12 a violation comes up, that suspension is already there and we
13 could go forward with enforcing the suspension that was probated
14 due to the violation from this point, sort of a zero tolerance
15 kind of thing?

16 MS. GARCIA: Would that include any violation of
17 being in default, as Mr. Milo has been in the last couple of
18 weeks?

19 JUDGE DOLLINGER: I would think that this
20 matter's probably separate from the financials.

21 MS. GARCIA: Okay.

22 JUDGE WEST: I would think so, too. It would
23 have to be a different -- new complaint, that if there was
24 something, we would handle that separately.

25 MS. GARCIA: Okay.

1 JUDGE WEST: Any other thoughts on either of
2 those?

3 MS. GOODNESS: Just a question, Judge. If we did
4 as Judge Dollinger suggested and say there's a suspension for a
5 period of time probated, would we not have to vote on the next
6 complaint being a founded one? So, it would have to be --

7 | JUDGE WOODS: Uh-huh.

12 (MR. ROEBUCK ENTERS COURTROOM.)

13 JUDGE WEST: Mr. Roebuck, thank you for joining
14 us.

15 MR. ROEBUCK: Am I the only lawyer here?

16 JUDGE WEST: Mr. Galmor's here.

17 MR. ROEBUCK: Oh, there he is.

18 JUDGE WEST: So, are there any other ideas or a
19 motion with regard to either of those?

12:58PM 20 MS. GOODNESS: What period of suspension does the
21 Board think is appropriate if --

22 JUDGE WEST: I would lean towards, like, 90 days
23 would be -- something to the effect of that. And that may seem
24 long, but part of the reason that I feel like that would be
25 appropriate is because we've already had conversations about

1 kind of some zero tolerance and being given opportunities. So,
2 I think it's time to have something in place that is going to be
3 serious enough to get the issues fixed. That's my thought.

4 JUDGE DOLLINGER: And what -- Madame
5 Chairperson --

6 JUDGE WEST: Yes, sir?

7 JUDGE DOLLINGER: -- what period of probating
8 that suspension would be appropriate in your mind? Six months?
9 A year? I don't know.

12:59PM 10 JUDGE WEST: I would think at least six months.

11 JUDGE DOLLINGER: So, a three-month suspension
12 probated over six months?

13 JUDGE WEST: Right. So, what that means --

14 JUDGE DOLLINGER: If a violation occurs within
15 the six months, then --

16 JUDGE WEST: The three months would be at -- so,
17 does everybody understand what that means? For all of us that
18 are in court, we understand, but the punishment would be a
19 three-month suspension but kind of the probation period would be
01:00PM 20 six months for us to keep an eye on it and make sure everything
21 goes well for six months.

22 MR. MILO: So, could I ask you a question?

23 JUDGE WEST: Sure.

24 MR. MILO: So, you were just speaking about
25 possibly writing another complaint. So, if you write another

1 complaint --

2 JUDGE WEST: I'm not going to write a complaint
3 based on what happened Monday that would automatically revoke
4 this probation.

5 MR. MILO: I'm just --

6 JUDGE WEST: I'm not. I understand.

7 MR. MILO: Right. I mean, I was, like --

8 JUDGE WEST: And you can see my frustration, and
9 I understand probably why you would think I might do that. I'm
01:00PM 10 not going to do that. I just want it brought up. I want you
11 guys to understand, getting a phone call --

12 MR. MILO: I understand that.

13 JUDGE WEST: -- phone call from a judge on a
14 Monday morning from court is not a good thing.

15 MR. MILO: But that's the thing. So, they said
16 you called her cell phone.

17 JUDGE WEST: They called whatever -- they
18 called -- they went through probably four numbers.

19 MR. MILO: Oh, really?

01:01PM 20 JUDGE WEST: I don't know how many, but they went
21 through numbers. No one was at your office on a Monday morning.
22 That was the -- and that's what I was told. I don't know who I
23 talked to.

24 MS. CONNER: You talked to me. Yes, ma'am.

25 JUDGE WEST: "Not at the office, on my way.

1 We'll get it to you in a few minutes," while I have somebody
2 sitting in handcuffs.

3 MR. MILO: I got you.

4 JUDGE WEST: That can't happen. If y'all want to
5 recall something and you're -- whether it was because of a
6 mistake you made or whether it's because the defendant has now
7 started doing what they said they were going to do, everything
8 we do has to be in writing. I can't just say something --

9 MR. MILO: Okay.

01:01PM 10 JUDGE WEST: -- and then the file shows, well,
11 there was an AFRS; but this guy's not in custody. Everything,
12 in legal terms and what we deal with, every single thing has to
13 be in writing. And, so, me asking for something in writing is
14 not out of the ordinary or me being mean or making y'all go out
15 of your way to do your job.

16 MR. MILO: No. I don't think that.

17 JUDGE WEST: I have to have something in my file
18 that I know why I did that and so somebody else looking at my
19 file knows why I did that. And not being accessible on a
01:02PM 20 Monday, when we're all in court, is not acceptable. It's just
21 not a good practice, and it's going to end up getting you in a
22 bind. That's all. But, no, I'm not going to file it.

23 MR. MILO: Okay. I was just making sure.

24 JUDGE WEST: So, is there a motion?

25 MS. GOODNESS: Could I ask one more question?

1 JUDGE WEST: Sure.

2 MS. GOODNESS: I was just asking Becky when the
3 renewal date is for them, when they were coming up for renewal.
4 Could you answer that, Becky?

5 MS. GARCIA: It's going to be August of next year
6 because this was a question Montgomery County asked me
7 yesterday.

8 JUDGE WEST: So, we have time between now and
9 then not to --

01:02PM 10 MS. GOODNESS: Yeah. But instead of doing six
11 months, I would propose that we do it until their renewal date,
12 basically on probation till their renewal date.

13 JUDGE WEST: Do you want to make that motion?

14 MS. GOODNESS: I make the motion that -- we've
15 already found the complaint was founded. So, I make a motion
16 that they be suspended for 90 days but that suspension be
17 probated until their renewal date of August of 2020 and if there
18 are any other complaints that are found, that the Board finds --
19 or founded complaints that are valid, then the 90-day suspension
20 would then go into effect.

01:03PM 20 | would then go into effect.

21 MR. MILO: So, my question is this: So, are we
22 considering --

23 JUDGE WEST: Hang on half a second. Let us do
24 this first. So, we have a motion. Is there a second?

25 JUDGE DOLLINGER: Second.

1 JUDGE WEST: We've got a motion and a second.

2 Now, for other --

3 MR. MILES: Okay. So, my question is: So, are
4 we considering this complaint a formal complaint?

5 JUDGE WEST: It is a formal complaint, and it has
6 been founded true.

7 MR. MILO: So, if it's a formal complaint, then
8 we never received the complaint via a certified letter.

01:03PM 9 JUDGE WEST: Becky, where do I find the
10 requirements? I'm sorry. You're going to have to come sit by
11 me and help me.

12 MS. GARCIA: That's okay.

13 JUDGE WEST: Is that it?

14 MS. GODINA: Off the record for a second.

15 (OFF THE RECORD)

16 JUDGE WEST: Okay. So, what it sounds like we
17 need to do is not vote on that last motion. Now that we've made
18 the complaint founded, which I think we were able to do with the
19 notice that everyone received to be here, we'll put it on the
01:05PM 20 agenda next time, send out the appropriate notice to On Time
21 with regard to -- that on the next meeting, we'll discuss/vote
22 on any appropriate sanction.

23 (MR. PRICE ENTERS THE COURTROOM.)

24 MS. GODINA: I think that's correct.

25 JUDGE WEST: Yes, sir?

1 JUDGE DOLLINGER: Just for formality purposes,
2 I'll withdraw my second.

3 MS. GOODNESS: And I'll withdraw my motion.

4 JUDGE WEST: Thank y'all both very much.

5 MS. GODINA: So, I'll do that.

6 JUDGE WEST: Okay. Perfect. Thank y'all. Okay.

7 | You're up.

(JUDGE WEST EXITS THE COURTROOM.)

9 MS. GODINA: I do have another complaint that was
01:05PM 10 filed by Carol Gauthier, and I think I scanned everything out
11 and sent it to everybody yesterday. The complaint is against
12 Tamara with On Time -- with Keith Day's office. Did everybody
13 have a chance to look at the complaint that was filed?

14 MR. GALMOR: I looked at the complaint. If you
15 assume everything is true in the complaint, I don't see where it
16 violated any rules under the Occupations Code or the local rules
17 unless somebody else knows a theory on how it violated local --
18 I'm not sure that the Board can take an action based on the
19 complaint as it stands.

01:06PM 20 MR. ROEBUCK: I can maybe add to that a little
21 bit. Seems to me there might be -- as I understand the
22 complaint, a woman was signed on as an additional surety on the
23 bond and she wanted off because she had some issues with the
24 accused and called the bonding company. They said you have to
25 take it up with the court. Well, we all know that's a -- that's

1 a relationship between bail bond company and the principal and
2 whoever signs off on the sureties. I'm not sure that's a
3 violation of anything. It maybe was some bad advice, but I
4 don't think it -- we're not -- we're not privy to whatever the
5 relationship generally is between the bail bond company and the
6 principal. So, I'm not sure we have any authority over that.

7 MS. GAUTHIER: Well, I would like to speak, if
8 that's okay.

9 MS. GODINA: This is Ms. Gauthier, the person
01:07PM 10 that filed the complaint.

11 MS. GAUTHIER: (Approaching the bar) Okay.
12 Because -- okay. First of all, and I don't know Ms. Ritenour --

13 MS. GODINA: Ma'am, ma'am, you need to stay right
14 there.

15 MS. GAUTHIER: Okay. Sure. I don't know
16 Ms. Tamara. This is the first time I've ever seen her in
17 person. But with the preponderance of facts that I have and I
18 have stated and would state under a polygraph test in this
19 paper, my dealings with this Professional Bail Bonds goes back
01:07PM 20 to August 18th, when I was a domestic violence assault victim
21 with Mr. Augustine. I went through hoops as even the victim to
22 try to get him a bond. There was no bonds company that would
23 take -- the judge sat his bond for a misdemeanor at \$12,500
24 because of the seriousness of my injuries. Professional Bail
25 Bondsmans was the only one that would take his bond because they

1 said normally misdemeanors are not over \$5,000.

2 I have tried to help Mr. Augustine; but along the
3 course of the way, he has called Judge Holmes a clown. He mocks
4 the Court. He says he knows that the meth is out of his system
5 in three days. And he stated to me, "I saw the letter the bonds
6 company sent out." They sent out a letter. It was in his truck
7 when I brought him his jacket Thursday, November 7th. He was
8 quite aware of the fact that he had a date. It stated, "You
9 have a date, November 8th, in court to address a new charge."
01:09PM 10 He's always on active MTRPs. This last one is for putting vodka
11 in the water bottles and damaging a man's truck, through
12 Detective Chris Robbins out of Groves department.

13 So, he was quite aware of all these violations.
14 I spoke to Tamara Ritenour on October 19th and I asked her,
15 because I saw that his violations are getting worse. They are
16 not getting better. They are getting worse. Mr. Augustine is
17 interested only in not getting caught, narcissistic, and he
18 believes that people are going to hold his hand and if he can
19 get out of something, he's going to. So, I have stopped
01:09PM 20 enabling him. I'm not going to enable him anymore.

21 So, after Detective Robbins called me on this --
22 he had a PI where he assaulted another woman. That was the
23 second MTRP. Probation keeps amending these things. He's
24 sitting in jail now with two 10,000-dollar bonds on the original
25 domestic on me and also the Chris Robbins with the injury to the

1 vehicle.

2 So, I came to Tamara; and I saw the writing on
3 the wall. Just like I told Ms. Dana Broussard two days before
4 he hit the truck, I said, "If y'all are not going to get tough
5 with him," I said, "he's going to hit a small child erratically
6 as he pulls out of a parking lot and I want this to be a matter
7 of public record, because I know how he drives and I know what
8 he does." Well, two days later, so be it. He hit -- he hit
9 something all right. He hit a truck; and he jumped out and
01:10PM 10 said, "You can't call the police, and I can't call the
11 police" -- and this is Detective Chris Robbins' words quoting --
12 he said, "or I'll go to jail." So, that's the kind of demeanor
13 that Mr. Augustine has.

14 So, with all that being said, instead of getting
15 better, he's getting worse. So, when I contacted Tamara, I
16 thought, "He's not going to show up November 8th." Well, the
17 writing was on the wall, just as sure as it was. She adamantly
18 stated to me that I was obligated as a cosigner and there was
19 only one way -- and this may not be a violation, but I want it
01:11PM 20 out there because this is something that was very detrimental to
21 me as a schoolteacher -- she stated to me, "Well, you have to
22 write a letter to the judge; and you cannot just say that you
23 don't trust him," quote, unquote. She says, "You have to put
24 specific details in there stating what you want and why you want
25 off." I said, "Okay." That was October 19th. I've got the

1 phone call, got the phone log.

2 I brought her October 22nd, in a brown manila
3 envelope, and it was addressed to the Honorable Judge Terrence
4 Holmes. The things I wrote in there are very confident --
5 confidentiality. I felt like there was a breach of
6 confidentiality. I am the assault victim in which Cornelius
7 Williams said that he wanted to originally -- he wanted to put
8 him a year in jail. I went up there pleading for him with my
9 big heart for an 18-month probation. So, I put a lot of
01:12PM 10 confidential information in there that I thought only the judge
11 would see in the motive of mind just to get off the bond. That
12 was October 22nd. I walk in. I have a phone call log. The
13 call's at 3:51, 3:55.

14 I'm leaving work to see that Tamara is in the
15 office, so I can hand deliver her the manila envelope, because
16 she told me, I said, "Do I need to bring it to Melanie, the
17 court coordinator?" She said, "No, ma'am. I have to present it
18 to the judge myself." She said, "You can't take it up there. I
19 have to present it."

01:13PM 20 And that's exactly what you said. That is
21 exactly what you said, and I'll take a polygraph test to that
22 today. Yes, ma'am. And, so, I would -- I would've just -- you
23 know, if she could have -- if she had the authority to --

24 JUDGE WOODS: Okay.

25 MS. GAUTHIER: -- call Mr. Augustine and say

1 "Mr. Augustine" --

2 JUDGE WOODS: Ms. Gauthier, can you hold off one
3 second?

4 JUDGE DOLLINGER: I'd just like if we could cut
5 to the chase, Ms. Gauthier. Everybody here that's a member of
6 this Bail Bond Board --

7 MS. GAUTHIER: Okay.

8 JUDGE DOLLINGER: -- have seen your letter.

9 We've all gotten copies of the letter that you wrote to the
01:13PM 10 judge.

11 MS. GAUTHIER: So, here's the --

12 JUDGE DOLLINGER: So, my question is: What is it
13 that you think that we can do about this problem other than give
14 you the opportunity to vent?

15 MS. GAUTHIER: Well, change the communication
16 styles. I was -- I was taken out of my employment of the school
17 in Port Arthur on a stretcher with blood pressure --

18 JUDGE WOODS: Okay.

19 MS. GAUTHIER: -- at 96 --

01:13PM 20 JUDGE DOLLINGER: What does that have to do with
21 this Board?

22 MS. GAUTHIER: It has to do with Mr. Augustine
23 called me August 24th at work -- I mean October 24th and he
24 states that Ms. Ritenour -- Ms. Ritenour has stated that she
25 is -- and he doesn't use terminology. He doesn't use --

1 JUDGE DOLLINGER: I understand what he said.
2 We've all read your complaint.

3 MS. GAUTHIER: He said she states --

4 JUDGE DOLLINGER: What is it you think we can do?

5 MS. GAUTHIER: I want to know why I was told to
6 write a letter and the letter was never submitted to the judge
7 and then he has told -- to me, he's telling me that she says to
8 him, "I'm going to dispose of the letter because all it's going
9 to do is get you more in trouble." And then when I called her
0 October 24th after leaving the hospital with chest pains and
1 blood pressure deviated from 96 to a hundred, her response to me
2 in a jovial manner, which I got that call log, was -- I said,
3 "Ms. Ritenour, where is my letter that was supposed to be given
4 to the judge, 'cause you adamantly stated that was the only way
5 I could get off of being cosigner?"

16 She said, "It's sitting on my desk.

17 JUDGE WOODS: Are you released as a cosigner?

18 MS. GAUTHIER: Yes. But do you --

19 JUDGE WOODS: Okay. So, you're no longer a
20 cosigner?

21 MS. GAUTHIER: Yes. But there's another issue.
22 There was another issue I presented in here and that issue was I
23 contacted -- I saw the writing on the wall that he wasn't going
24 to come November 8th. I contacted him out of his welfare that
25 morning, November 7th, prior to leaving for work; and he stated

1 to me that he wasn't going to go. He was quite aware of his
2 court date. They sent out a letter to him.

3 JUDGE WOODS: Okay. Well, he's in custody,
4 correct?

5 MS. GAUTHIER: Oh, yes. But --

6 JUDGE WOODS: Okay. So, do you have a court
7 date? Are you a victim now of a new offense involving this man?

8 MS. GAUTHIER: Well, I have -- I have some
9 inquiries I'd like to make about how you guys handled this. And
10 maybe you can answer me.

11 JUDGE DOLLINGER: What did we handle?

12 MS. GAUTHIER: Well, I'm about to ask. This is
13 the second part of it. First of all, my letter never got to the
14 judge.

15 JUDGE DOLLINGER: That's between you and the bail
16 bond company.

17 MS. GAUTHIER: That was crazy but --

18 JUDGE DOLLINGER: It has nothing to do with the
19 Board.

20 MS. GAUTHIER: Okay. And the second thing is I
21 had a question.

22 MR. GALMOR: Can I interrupt real quick?

23 JUDGE WOODS: Yes.

24 MR. GALMOR: I think if there's any new
25 allegations that weren't in your original complaint, you'd

1 probably need to resubmit that as a complaint.

2 MS. GAUTHIER: No. There is. They're in here.

3 MR. GALMOR: Well, if they're already in there --

4 MS. GAUTHIER: I've got some questions.

5 MR. GALMOR: If they're already in there, I think
6 that all the information's available to the Board and they can
7 act on it. We just want to make sure you didn't have anything
8 new to add that wasn't in there, new allegation. It doesn't
9 sound like there's a new allegation.

01:16PM 10 MS. GAUTHIER: Well, there is -- there is --

11 there is an allegation that I thought would be addressed; and
12 since you guys are the experts and you guys have the knowledge
13 of what the protocols and the policies and the procedures are,
14 that's why I'm here, so you can give me feedback.

15 So, the second one was, he knew of his court
16 date. And he told me that "F" them because I'm going to get my
17 bondsman to take care of it. And then Monday, November 11th,
18 the court is closed. It was my daughter's birthday. He called
19 me; and he said, "I've been talking to the bondsman all day; and
01:17PM 20 she's going to walk me into the courtroom Tuesday, at 8:30, to
21 get my warrant recalled."

22 And I said, "Well, what possibly is she going to
23 tell the judge, that you've been injecting with your syringes
24 crystal meth all weekend and drinking straight vodka from a
25 bottle," I said, "because if I was a bondsman, you better show

1 me appropriate documentation that you were in the hospital, that
2 your child was sick, that your mother has cancer."

3 JUDGE WOODS: Okay. Okay. Ms. --

4 MS. GAUTHIER: So, I don't quite understand.

5 JUDGE WOODS: Ms. Gauthier, look. If you have an
6 issue with whether or not he's going to be able to post another
7 bond or the bond is going to be recalled, you need to show up on
8 that court date and voice your opinion to that judge as to why
9 you think that the bond should not be recalled.

01:18PM 10 MS. GAUTHIER: Mr. Woods, I'm done with him.
11 I've washed my hands of --

12 JUDGE WOODS: Okay.

13 MS. GAUTHIER: -- enabling but --

14 JUDGE WOODS: Okay. Then we have to finish up
15 our meeting. I'm sorry.

16 MS. GAUTHIER: Here is just the third question I
17 have and it's a legal question and since you're a judge, you
18 should be able to answer it. When --

19 JUDGE WOODS: I'm not here to give you legal
01:18PM 20 advice, but go ahead.

21 MS. GAUTHIER: I'm sure you can answer, because
22 it was part of the complaint. When my letter never did get to
23 the judge and I was told that was the only way I could be
24 released, which baffled me and caused me to be led to the
25 hospital, he did tell me that Ms. Tamara just -- I didn't know

1 she had the authority that she could just call him in and have
2 him get a friend to come in and transfer the paperwork. If she
3 would've told me that, I would've been okay with that. I
4 would've been, like, the easiest way is the best way. Well,
5 from my knowledge, his best friend is a registered sex offender,
6 child molester --

7 JUDGE WOODS: Okay. I've already read that, and
8 we're not taking that up.

9 MS. GAUTHIER: Okay. But my --

01:19PM 10 JUDGE WOODS: And that's between the bondsman --

11 MS. GAUTHIER: Right.

12 JUDGE WOODS: -- whoever can sign a bond is up to
13 them, and they can take their money.

14 MS. GAUTHIER: So, they can --

15 JUDGE WOODS: There's no requirements of who --

16 MS. GAUTHIER: I guess my question, Mr. Woods,
17 is --

18 MS. GODINA: "Judge Woods."

01:19PM 19 MS. GAUTHIER: I know they can't -- okay. I know
20 they can't serve jury duty. I know --

21 JUDGE WOODS: Yes.

22 MS. GAUTHIER: They can't --

23 JUDGE WOODS: No. That's between -- that is a
24 contractual agreement between the bondsman and whoever the
25 cosigners are.

1 MS. GAUTHIER: But they actually can cosign for
2 another felon? A felon can cosign for another felon?

3 JUDGE WOODS: There is nothing in -- I don't know
4 legal authority that says that they can't.

5 MS. GAUTHIER: You tell me.

6 JUDGE WOODS: There is not. That I'm aware of,
7 there's no legal authority that says they cannot.

8 MS. GAUTHIER: I was curious. I was wanting to
9 know that.

01:19PM 10 JUDGE WOODS: Okay.

11 MS. GAUTHIER: They actually can --

12 JUDGE WOODS: Do I have a motion about the
13 complaint?

14 MS. GOODNESS: Yes. Judge Woods, I would like to
15 make a motion --

16 MS. GAUTHIER: That actually baffles me.

17 MS. GOODNESS: -- that we find this complaint is
18 not actual by the Board because it's not an actual violation of
19 any local rule or of the Occupations Code.

01:19PM 20 JUDGE DOLLINGER: Second that motion.

21 JUDGE WOODS: And I have a second.

22 MS. GAUTHIER: Is Mr. Augustine off of the bonds
23 with Professional, or is he still --

24 JUDGE DOLLINGER: That's not our business, what
25 we're trying to tell you. If you'd just have a seat.

1 MS. GAUTHIER: But I am off the bonds?

2 JUDGE DOLLINGER: I don't know if you're off the
3 bond; and, again, that's not our business, either.

4 JUDGE WOODS: Yeah. I take it to a vote.

5 There's a vote that the complaint is not a valid complaint based
6 on the motion made by Ms. Theresa.

7 CHIEF KELLY: Second.

8 JUDGE WOODS: All in favor say aye.

9 (RESPONSES MADE.)

01:20PM 10 JUDGE WOODS: Any opposed?

11 (NO RESPONSE.)

12 JUDGE WOODS: No opposed. Then it will be found
13 to be invalid.

14 MS. GAUTHIER: Mr. Day, I am off the bond,
15 correct?

16 MR. DAY: Yes, you are --

17 MS. GAUTHIER: Thank you.

18 MR. DAY: -- no longer a cosigner on that bond.

19 JUDGE WOODS: Any other complaints against any
01:20PM 20 bail bondsmen before the Board?

21 MS. GODINA: No, sir.

22 JUDGE WOODS: Okay. Moving on, No. 5, report
23 from the Treasurer's Office on cash, CDs for collateral. Has
24 everybody had a chance to review that? Anybody have any
25 discussion in regards to No. 5?

1 MR. HALLMARK: I do. I have something just to
2 bring up. I don't know what the Board's position on this is
3 going to be; but in reference to flood insurance on property
4 that's being used for collateral, you know, it's -- you know, I
5 don't think anybody wants to create any more of a hardship on
6 our bail bondsmen as far as having them -- you know, create more
7 overhead but, you know, with Imelda and with Harvey, you know,
8 your preferred flood zones are X, B, and C and there are houses
9 flooding in all three of those zones now. I mean, there's -- I
0 don't think anybody can say that they live in an area that will
1 never flood. And is that something that we want to visit or
2 research or require that they have on property that they're
3 being -- you know, that's being used as collateral and then if
4 we do, what are we -- if they do flood, you know, what's the
5 follow-up to that? When do they notify us as when they're
6 flooding, when the house is flooded, because you could have a
7 200,000-dollar house and it floods and it's only worth the land
8 that it sits on pretty much at that point.

19 | MR. ROEBUCK: Didn't we talk last time about

01:22PM 20 requiring flood insurance based upon somebody's recommendation?

21 JUDGE WOODS: I believe I recall that.

22 MR. HALLMARK: We did, but I don't think we made
23 anything final on it.

24 MR. ROEBUCK: Well, I've got a little bigger,
25 broader concern. I believe I was assigned last time to go

1 determine whether or not what the other Bail Bond Boards do
2 across the state, what the statute says; and I did some looking.
3 They don't typically address the issue of insurance at all.
4 It's not in the statute. For example, it's not in Travis
5 County's stuff.

6 So, I think -- but logically if you've got
7 security, it's got to be protected; and, so, that's why we
8 have -- that I drafted this provision that required that there
9 be at least fire and extended coverage, that we be shown as an
01:22PM 10 additional insured and I'm pretty sure we talked about it last
11 time about, what about flood insurance. And, of course, the
12 determination -- you know, that puts -- I don't know who makes
13 that call, but it's a problem obviously if you've got a
14 200,000-thousand dollar house and it floods and you don't have
15 any flood insurance and the guy's got 20 million dollars worth
16 of bonds out. We've got a problem.

17 But logically I'm not sure how we make the
18 decision -- you know, I could go talk to some of my underwriting
19 guys and find out how they make that call, but it's got to --
01:23PM 20 it's got to be done on a case-by-case basis and floodplain is
21 one -- you know, base flood elevation's one obviously, but we've
22 had areas that flooded that didn't normally flood. Now, we
23 could require -- you know, flood insurance doesn't cost much.
24 It's a little more -- it may be more for -- I think you pointed
25 out it's more for a rent house than it is --

1 MR. REED: More for rental than it is for
2 homeowner, twice as much.

3 MR. ROEBUCK: But, I mean, we could require it
4 across the board but the question is, I mean, for a house, for a
5 residence, for a homestead it's only, like, 300 bucks, generally
6 speaking, but it could be significantly more for a rent house.
7 But, you know, I think it's an issue that we've got to --
8 that's -- I mean, we've had two major floods in the last two
9 years and, I mean, all --

01:24PM 10 MR. REED: Rental's probably seven or 800 a
11 month -- I mean a year, some of them.

12 MR. DAY: Well, but the other issue you run into,
13 as well, though, is that as a surety I can put up a piece of
14 property anywhere in the state of Texas. So, if I've got a
15 piece of property or a house in El Paso, I mean, should I be
16 required to have flood insurance on it? So, that's why I think
17 it should be a case-by-case basis rather than, you know, just
18 across the board.

19 MS. GOODNESS: I have a question. Becky, every
01:25PM 20 time they renew, don't they -- don't bondsmen have to give us an
21 appraisal, appraised value of the property?

22 MS. GARCIA: Yes.

23 MS. GOODNESS: Is that on an annual basis?

24 MS. GARCIA: Yes. Every year they have to turn
25 that in to the Treasurer's office.

1 MR. REED: Yeah.

2 MS. GOODNESS: So, if from one year to the next
3 the property's significantly damaged due to flood, would not the
4 appraisal, then, come in significantly lower the next year and
5 their bonding limit be adjusted accordingly?

6 MS. GARCIA: Yes.

7 MS. GOODNESS: Is that not somewhat of a --

8 MS. GARCIA: And it has happened. It happened
9 after Ike.

01:25PM 10 MS. GOODNESS: Yeah. So, that is somewhat of
11 protection to the Bail Bond Board in that their bonding limit
12 would be reduced if the value of the property they've pledged is
13 worth less.

14 MS. GARCIA: Right.

15 MR. GALMOR: Kind of reminds me of the risk
16 assessment that banks make. Banks typically will require
17 insurance across the board except for flood if you're not in a
18 flood zone, I believe. They're taking that type of risk, and I
19 think the reason they're taking that type of risk is an undue
01:26PM 20 burden of homes that are in a zone that would never flood. So,
21 I understand the risk/reward scenario requiring it; but, you
22 know, across the board seems maybe overboard in a way.

23 MR. REED: I believe in a 30-year plus, I've
24 never seen the County lose money on any bonding company.
25 They've already collected four times. I know they've collected

1 every dollar.

2 MR. PRICE: That's not true. No. Mr. Barborek
3 still owes \$75,000. So, that's not true. And he actually had
4 two rental houses up for collateral that flooded in I want to
5 say Ike, whatever one it was. I mean, I'm just --

6 MR. REED: That was just a recent one; but I
7 guess previous to that, I don't recall anybody.

8 MR. PRICE: Ten years ago. I mean, it's not been
9 recent. I mean, it was -- it was back in the Two Thousands was
01:27PM 10 when that got flooded.

11 MS. GARCIA: The only requirements right now on
12 property that's pledged as collateral is is the Board's going to
13 consider it at the -- whether an independent appraisal's done
14 and that's turned in or it's going to go off the tax roll by our
15 taxing entity and the statement by the applicant that while the
16 property remains entrust, the applicant agrees to pay the taxes
17 on the property, will not further encumber the property unless
18 they notify the Board and get the Board's permission and agrees
19 to maintain insurance on any improvements on the property
01:28PM 20 against damage or destruction in the full amount of the value
21 claimed for the improvements. There's one about marriage, but
22 that's not what we're talking about.

23 MR. HALLMARK: But the appraisal district
24 wouldn't know unless you told them probably.

25 MS. GOODNESS: Right. They're not going to go

1 out and reassess every piece of property after a storm.

2 MR. HALLMARK: I've never -- I've been in real
3 estate a long time. I've never known the appraisal district to
4 go knocking door to door. You usually have to notify them.

5 MS. GARCIA: Well, in regards to the appraisal,
6 the next section is an appraisal district may not reappraise
7 real property solely because the property owner's a license
8 holder or an applicant for a license under this chapter and, B,
9 an appraisal district is not prohibited from reappraising the
01:28PM 10 real property in connection with the appraisal of real property
11 in the same general area or if the reappraisal is requested by
12 the Board, a license holder, or an applicant for a license.

13 JUDGE WOODS: So, the bondsman has it two ways.
14 You either can go off the appraisal that's given off the
15 appraisal district or have an independent appraisal.

16 MS. GARCIA: Yes.

17 JUDGE WOODS: Which I'm assuming everybody goes
18 off the appraisal district most likely.

19 MR. DAY: Yeah, most of the time. I know I've
01:29PM 20 done -- I've had professional appraisals done in the past
21 because the value of the property is usually more than what the
22 tax appraisal is.

23 MR. HALLMARK: It's just in light of everything
24 in the last couple of years, I mean, I just thought maybe it
25 would be something to at least discuss and the Board decides

1 what they want to do. It's, you know --

2 MS. BRODE: My concern is that the property tax
3 could be a whole year behind before we find out. I would like
4 to throw out there that if it's in Jefferson County, if the
5 property is in Jefferson County, they have to do a permit
6 through Jefferson County Environmental Control. So, we could
7 possibly find out somehow through them if the property's been
8 damaged and request that it be reappraised.

9 MS. GOODNESS: That's only in the unincorporated
01:30PM 10 areas of the county.

11 JUDGE WOODS: Yes, sir? Judge?

12 JUDGE DOLLINGER: I've got a question for
13 Mr. Galmor and Roebuck. Would it be within our rights to
14 require an oath or affirmation at renewal time each year from
15 the person pledging the property that there's been no
16 substantial change to the property which could alter its --

17 MR. ROEBUCK: Absolutely.

18 MR. DAY: We're already signing affidavits to
19 that effect. So, adding one I don't think would be an issue at
01:31PM 20 all.

21 JUDGE DOLLINGER: That might be one way to
22 partially protect us with respect to --

23 MS. GARCIA: I know in the past when the value
24 has significantly dropped, when the next year they turn in the
25 appraisals on the property and their collateral has to be

1 readjusted, if they want to maintain or if they go into the
2 negative, I know in the past they had fronted more money to
3 bring them back up. So, that really -- although, yes, it has --
4 it is an issue and it has happened, I know right away y'all have
5 pledged more money, another piece of property, to bring up
6 the --

7 MR. DAY: Well, yeah, I mean, 'cause that's the
8 only way you'd be able to continue to --

9 MS. GARCIA: Right.

01:32PM 10 MR. DAY: -- write bonds, you know. It's
11 happened -- I don't think it's happened to the point where I've
12 had a piece of property that's dropped in value that's causing
13 that but, I mean, I've written to the point where I've
14 overextended and I've had to put more property -- or, you know,
15 collateral up. But I don't know that this issue's -- I think
16 Joe Segura had an issue awhile back with one of his properties
17 burning down; but other than that, I don't think it's ever been
18 an issue before but...

19 MR. ROEBUCK: You know, we kind of need to
01:32PM 20 determine how big a problem this is. I mean, for this really to
21 be a requirement, an additional affidavit saying there's been no
22 substantial change in the condition of the property, that solves
23 that problem. But what happens if somebody makes a big --
24 they've got -- just for argument's sake, they've got one piece
25 of property and they make a big bond and we have a flood and

1 that property floods, then immediately there's insufficient
2 security. Now, how big of a problem is that? How likely is
3 that to happen?

4 MS. BRODE: Do we have a requirement for them to
5 notify the Board if property is destroyed or damaged, the value
6 goes down, flooded?

7 MR. ROEBUCK: But we're already on the hook at
8 that point.

9 MS. BRODE: If we just -- if we just make it a
01:33PM 10 requirement...

11 MS. GOODNESS: But if we know, we don't have to
12 wait a year to find out. We can lower their bond. If we put
13 something in effect, basically a local rule, the bondsman has
14 within, let's say, within 60 days of -- to notify the Board of
15 the damage to a pledged property, either fire or flood or
16 whatever other reasons, and within the 60 days on the bondsman
17 to submit an appraisal, so we know what the reduced value is.

18 MR. PRICE: I thought somewhere in the statute it
19 says that we had to accept the county's appraised value of the
01:34PM 20 property. We couldn't --

21 MS. GOODNESS: Yes.

22 MR. PRICE: -- we couldn't deviate from that. I
23 mean, we can't go lower than that but we may be able to go
24 higher than that, but I didn't think we could go lower.

25 MR. ROEBUCK: There's alternative methods.

1 MS. GARCIA: Let me just throw out there, the
2 county's already in the position on the bad side because you've
3 got to realize there's properties being pledged at multiple
4 times its value from the get-go. So, even if your scenario --

5 MR. ROEBUCK: I mean, you can bond --

6 MS. GARCIA: Ten times.

7 MR. DAY: Up to ten times.

8 MS. GARCIA: Up to ten times that valued
01:35PM 9 property. So, we're already on the downside if they make a big
10 bond and just have one piece of property or two or three that's
11 not valued as much. So, we're already almost in the negative.
12 But according to the statute, that's what the ratio is. If
13 they've been in business longer than eight years, it's going to
14 go at ten times.

15 MS. GOODNESS: But there's nothing to prohibit us
16 making a local rule that a bondsman that's pledged collateral
17 that subsequently becomes damaged can't notify the Board of that
18 fact and submit a revised appraisal?

19 JUDGE WOODS: But I think, like Mr. Roebuck said,
01:35PM 20 regardless, it's too late anyway. The property's already
21 damaged. They've already --

22 MS. GOODNESS: But we could reduce their bonding
23 limit.

24 MS. BRODE: Yes.

25 MR. DAY: Yeah. She's saying reduce the bonding

1 limit, wherein that would entail us -- that would force us to
2 either put up another piece of property or cash --

3 MS. GOODNESS: Right.

4 MR. DAY: -- is what Becky was talking about.

5 MS. BRODE: If you wait until the property tax
6 comes out, it could be a whole year that we're sitting there
7 with a higher bonding limit and they don't really have that
8 collateral, but if we can put this requirement in, we could
9 immediately request them to do --

01:36PM 10 MS. GOODNESS: Well, and I think you would need
11 to give them a grace period because -- especially for flood or
12 whatever to deal with the insurance company to get a new
13 appraisal. To me, 60 days sounds reasonable; but perhaps
14 someone else has a better idea of what's reasonable.

15 MR. DAY: I would -- I would definitely go more
16 than 60 days because appraisers move at a very slow...

17 MS. GOODNESS: 90 days?

18 MR. DAY: Not because they're slow, but just
19 because they're so overwhelmed with stuff.

01:37PM 20 MS. GOODNESS: A lot of stuff.

21 MR. DAY: I mean, appraisers don't move very fast
22 when it comes to that.

23 MR. HALLMARK: Slow, very slow.

24 MR. GALMOR: Did you see where Hayes County
25 requires flood insurance if you're in a flood hazard area. So

1 far it's the only county I can find that has flood insurance in
2 their application process or rules or anything.

3 MR. DAY: Oh, I was going to ask Chris. I guess
4 he left.

5 MS. GOODNESS: So, Judge Woods, I would like to
6 make a motion that we don't act on this today; but I think
7 perhaps we need to gather some more information about whether
8 that's feasible and what other counties are doing.

9 JUDGE WOODS: Okay.

01:37PM 10 MS. GOODNESS: You know, via local rule or, like
11 we just mentioned, or maybe requiring flood insurance only if
12 the pledged property is in a flood zone. I don't know if that
13 speaks to our experience here in Jefferson County, as you said,
14 Charlie; but perhaps we should gather a little bit more
15 information before we make a decision.

16 JUDGE WOODS: And a second?

17 MR. DAY: Second.

18 JUDGE WOODS: All in favor say aye.

19 (RESPONSES GIVEN.)

01:38PM 20 JUDGE WOODS: Any opposed?

21 (NO RESPONSE.)

22 JUDGE WOODS: Anything else from the Treasurer's
23 office?

24 MS. FREGIA: I have a question.

25 MR. ROEBUCK: Can I make another suggestion?

1 JUDGE WOODS: Yes.

2 MR. ROEBUCK: You know, maybe a cost analysis
3 would sort of be important, too, find out what flood insurance
4 costs on a property that's not a homestead that is used for
5 rental property. So, I mean, if you're talking three or \$4,000
6 a year, then --

7 MR. REED: No. It's about seven or \$800 a year.

8 MR. ROEBUCK: About double what...

9 MR. HALLMARK: Here's the thing, too, about flood
01:38PM 10 insurance. If you flood twice, then they're going to start
11 charging you at the regular rate. So, I mean, you're looking at
12 going from \$400 a year to over \$2,000 a year.

13 MR. REED: There's no \$400.

14 MR. HALLMARK: Well, you know, estimated.

15 MR. REED: At your homestead.

16 MR. HALLMARK: Yeah, yeah. I mean, for
17 investment property it's different but --

18 MR. REED: Seven or \$800.

19 MR. HALLMARK: Right. But, you know, just for
01:39PM 20 homestead even, it'll go -- if you flood twice, it'll go up to
21 the regular rate, which is significant, about four to five
22 times -- about five times higher.

23 JUDGE WOODS: Okay. Yes, ma'am?

24 MS. FREGIA: I have a question because we
25 discussed it last month about the first lienholder. Do I make

1 sure that we are the first lienholder and if that doesn't
2 happen, am I to report it the next month and y'all act on
3 whatever? I just don't want to be held in saying, yes, this one
4 didn't do it or I don't have all the paperwork for these people,
5 their CD. I haven't got the renewal. I just don't know how to
6 act on that.

7 MR. DAY: Well, Jefferson County should be the
8 only lienholder.

9 MS. FREGIA: First -- well, they say it in the
01:39PM 10 rules, first lienholder.

11 MR. DAY: Yeah. It should be the only
12 lienholder.

13 MS. FREGIA: So, every bail bondsman knows that
14 we have to be the --

15 MR. DAY: Yeah.

16 MS. FREGIA: Well, there's one out of compliance;
17 and I don't know how to report that. Do I do it every month? I
18 mean, do I call somebody? I don't know what to do if their CDs
19 aren't renewed. I don't mind checking it. I check it every
01:40PM 20 month, I have a spreadsheet, but I just need to know how to
21 handle it so that somebody doesn't question me on it.

22 MR. DAY: Is it -- well, I guess on CDs, though,
23 they mature -- they could mature --

24 MS. FREGIA: During the month.

25 MR. DAY: -- so, the yearly thing wouldn't work

1 in that -- where we bring everything in at the end of the year
2 for --

3 MS. FREGIA: Well, I get the taxes --

4 MR. DAY: Right. But I'm saying CDs mature
5 throughout the --

6 MS. FREGIA: -- at the end of February or first
7 of February.

8 MR. DAY: -- the year. So, that wouldn't work.

01:40PM 9 MS. FREGIA: Same thing with insurance. I check

10 the insurance all the time --

11 MR. DAY: Yeah.

12 MS. FREGIA: -- to make sure everybody's up, you
13 know.

14 MS. GARCIA: But really that's only required to
15 be turned in to you at the first of the year.

16 MS. FREGIA: Okay. So, in February if that
17 insurance lapses, y'all are not going to know this.

18 MR. DAY: Right. That's what she's saying --

19 MS. FREGIA: I'm keeping up with this.

01:41PM 20 MR. DAY: -- 'cause your insurance or a CD would

21 mature maybe in -- like, I have one that may mature in the
22 middle of the year or insurance policy may, you know, cancel in
23 the middle of the -- so, somebody could -- somebody could
24 actually buy insurance, you know, and just show, give it to you
25 and then cancel it for a whole year. So...

1 MS. FREGIA: And then they're not covered. I
2 just don't know what to do. I need to know -- I will continue
3 to watch it, but I don't know what else to do after that. I
4 have one that doesn't have first lienholder from March.

5 JUDGE WOODS: I think it needs to be reported
6 immediately to the Board.

7 MS. FREGIA: Say that again.

8 JUDGE WOODS: I think it needs to be reported
9 immediately to the Board, as quickly as possible, so we're aware
01:41PM 10 of that.

11 MS. FREGIA: Okay.

12 MR. DAY: Would she just file it as a complaint,
13 then?

14 JUDGE WOODS: That's what I'm trying to think.

15 MR. DAY: Yeah.

16 JUDGE WOODS: It would be a complaint, I would
17 think.

18 MR. DAY: Is that what it would be, Mary, a
19 complaint?

01:41PM 20 MS. GODINA: I guess so, a complaint against a
21 bonding company.

22 JUDGE WOODS: Yeah.

23 MS. GODINA: You would just fill the complaint
24 form out that's on the web site.

25 JUDGE WOODS: And you contact them and let them

1 know of the situation?

2 MS. FREGIA: (Nods head up and down.)

3 JUDGE WOODS: And they don't -- and give them a
4 chance to remedy it as quickly as possible --

5 MS. FREGIA: I have.

6 JUDGE WOODS: -- or how does that work?

7 MS. FREGIA: Yeah. I usually --

8 JUDGE WOODS: Or you have and they still haven't?

9 MR. FREGIA: Still haven't. But I have a few
01:42PM 10 that I have to mail. And can I do via e-mail?

11 JUDGE WOODS: Uh-huh.

12 MS. FREGIA: I mean, I usually get a response
13 pretty fast.

14 JUDGE WOODS: Yes. I think the Board needs to be
15 made aware immediately if, in fact -- of course, in a situation
16 where you've already told them and you've made them aware of the
17 situation and they still haven't remedied the situation, we need
18 to know; and we'll move forward with the complaint.

19 MS. BRODE: So, this is insurance and CDs,
01:42PM 20 anything that has lapsed?

21 JUDGE WOODS: Yes.

22 MS. BRODE: And first lienholder?

23 JUDGE WOODS: Yes.

24 MS. BRODE: Thank you.

25 MR. DAY: Now, the one you're talking about,

1 Joleen -- I think I know which one you're talking about --
2 that's an insurance situation, right?

3 MS. FREGIA: First lienholder.

4 MR. DAY: Yeah. First lienholder.

5 MS. FREGIA: I haven't got the insurance, either;
6 but it's because he's not putting us as first lienholder.

7 JUDGE WOODS: Any more discussion regarding
8 Treasurer's Department or insurance?

9 (NO RESPONSE.)

01:43PM 10 JUDGE WOODS: All right. No. 6, release of any
11 property or CDs or cash.

12 MS. GARCIA: I don't have any.

13 JUDGE WOODS: None?

14 MR. HALLMARK: Let's see. Brett -- let's see.
15 Brett Wagner, we're holding some property for him and, I mean,
16 does he have any bonds and, if so, do we -- how do we address
17 this?

18 MS. GARCIA: We are -- I'll need some help on
19 this, attorneys. Brett Wagner was a former surety whose license
01:43PM 20 was revoked by the Board for not paying his property taxes. So,
21 the property that he pledged up was several pieces of property
22 that equaled 50,000. There are -- the last I checked, which is
23 a couple of years ago -- liens attached to the property for tax
24 purposes; and they're not in our county. They're up, I think,
25 around Rayburn. They're lake property.

1 MR. DAY: Jasper County.

2 MS. GARCIA: Yeah, Jasper County. He got them
3 through a foreclosure sale. He purchased them, put them up as
4 collateral here. The last we discussed this, we -- the Board
5 didn't feel like we needed to release the deeds of trust. I
6 think at that time he still had some bonds that hadn't even
7 cleared or come through yet.

8 MR. HALLMARK: Okay.

9 MS. GARCIA: I mean, the statute of limitations
01:44PM 10 on those cases hadn't expired that we -- and we knew that he
11 wrote those bonds. So, I guess in the meantime, I can check to
12 see if he has any more bonds.

13 MS. BRODE: The report that I run, I couldn't
14 find any; but, you know, sometimes we do find a difference.

15 MR. DAY: Wait. What do you mean his bonds
16 hadn't come through yet?

17 MS. GARCIA: If he wrote a bond on a felony
18 charge, murder charge, whatever, and the statute of
19 limitations -- the DA's office hasn't filed a case yet and the
01:45PM 20 statute of limitations --

21 MR. DAY: You mean like it was an accusation?

22 MS. BRODE: Like an accusation?

23 MS. GARCIA: Like an accusation.

24 MR. DAY: Well, if he did that, he wrote it under
25 the 60-day rule; and should be off of it anyway, because he

1 hasn't written bonds since we changed that -- he hadn't been in
2 business since we changed that rule on the 60-day deal.

3 MS. GODINA: He got revoked in 2010.

4 MR. DAY: Yeah. So, all those bonds should fall
5 under the 60 -- if they haven't been filed.

6 MS. GARCIA: But we also found that 60-day rule
7 as being a violation of the state's own law.

8 MR. GALMOR: Sure. It would've already happened,
9 though. So, what he's saying, he would have already been
10 released. It may not have been the right thing to do, but it
11 would've already happened.

12 MS. GARCIA: I'll go back in my notes and see if
13 there's another underlying issue as to why we can't release
14 this. I'll also -- I want to say he may have some abstracts of
15 judgments filed against him for nonpayment for some of these
16 things, which also further hinders us from releasing that
17 collateral. And, if I'm not mistaken, that was probably one of
18 the reasons why we wouldn't, because we weren't even first
19 lienholder. I think their taxing entity would be first.

20 MR. PRICE: The taxing entity would be first.
21 There's no doubt about that one.

22 MR. ROEBUCK: Well, he doesn't owe us any money
23 that you know of?

24 MS. GARCIA: I think I have abstracts recorded
25 against him.

1 MR. ROEBUCK: For our stuff?

2 MS. GARCIA: Yes.

3 MR. ROEBUCK: And the county has not, or whatever
4 taxing entity, has not foreclosed their land yet?

5 MS. GARCIA: I will go back and make a -- I'll
6 make a note and go back and check the status of all of this, and
7 I can report next month on it.

8 JUDGE WOODS: Okay. Then we'll move on, and
9 we'll get back to that issue next meeting when more
01:47PM 10 information's provided.

11 No. 7, report from the Auditor's office.

12 MS. BRODE: I have no comments, Judge.

13 JUDGE WOODS: Thank you. Then moving on, No. 8,
14 possible amendment or changes to our local rules.

15 MS. GARCIA: I don't believe we have any.

16 JUDGE WOODS: None? Okay. No. 9, consideration
17 of reducing bonding authority for failure to comply with deed of
18 trust specifically related to insurance.

19 MS. GARCIA: I believe that's what Mr. Roebuck
01:47PM 20 was here for.

21 MR. ROEBUCK: Oh, sorry.

22 JUDGE WOODS: And we already -- we kind of went
23 out of order.

24 MR. ROEBUCK: I've already talked.

25 JUDGE WOODS: Right. We've already discussed

1 that, correct?

2 MR. ROEBUCK: Right.

3 JUDGE WOODS: All right. No. 10, election of
4 Bail Bond Board representatives. Did we already do that?

5 MS. GARCIA: No. We did chairman.

6 MS. SEGURA: Chairman.

7 MS. GARCIA: We didn't do surety.

8 MS. GODINA: For the Bail Bond Board.

9 JUDGE WOODS: Oh, okay. Any nominations for the
01:48PM 10 bondsman that's representative for the Bail Bond Board?

11 MR. REED: Are you calling for nominations?

12 JUDGE WOODS: Yes, sir.

13 MR. REED: Okay. I nominate Keith Day.

14 JUDGE WOODS: Any other nominations?

15 (NO RESPONSE.)

16 JUDGE WOODS: No other nominations?

17 MR. REED: Are you going to second it?

18 MS. REED: I'll second Al's nomination.

19 JUDGE WOODS: I make a motion to have Keith Day
01:48PM 20 bail bond representative for the Bail Bond Board. Do we take it
21 to a vote?

22 MR. REED: Affirmation.

23 JUDGE WOODS: There's no other --

24 MR. DAY: Nobody else wants it.

25 JUDGE WOODS: Okay. Then we'll just take it to a

1 vote, then. All in favor of Keith Day as representative of the
2 Bail Bonds Board as a bail bondsman, say aye.

3 (RESPONSES GIVEN.)

4 JUDGE WOODS: Any opposed?

5 (NO RESPONSE.)

6 JUDGE WOODS: No. So approved.

7 MS. GODINA: We do have another piece of business
8 I guess we want to say.

9 JUDGE WOODS: Okay. Any other business?

01:49PM 10 MS. GARCIA: Yes. So, a question has come up as
11 far as -- and it's concerning the jail portion of it -- when a
12 person employed by a bonding company goes to retrieve cash or
13 items from an inmate that's in our custody, the question has
14 kind of come up, who is allowed to do this and who shouldn't be
15 allowed to do this or who can't do this?

16 MS. GODINA: Or does it matter to us.

17 MS. GARCIA: Or does it matter to us? We do have
18 bondsmen that pay the additional money to have a bail bond
19 representative to take care of issues at the jail, but we also
01:49PM 20 know that there are some things that go on in other offices that
21 is not of the Board's control. So, I guess we need to kind of
22 address as to whether or not this is something the Board can I
23 guess inquire about. So, the issue is can a employee of a
24 bonding company go to releases and either accept cash or
25 personal items from the facility?

1 JUDGE WOODS: That's between the jail and the
2 bondsman, I would think --

3 CHIEF KELLY: If the defendant releases it.

4 JUDGE WOODS: -- not really us.

5 MR. DAY: Well, the defendant has to sign off on
6 it.

7 CHIEF KELLY: Right. It's up to him if he
8 releases it or not.

9 MR. DAY: But I guess the thinking is that as us
01:50PM 10 doing business, you don't want just anyone going over there in
11 the name of the bonding company pulling money off that's not
12 licensed, I guess, by the Board. Is that what you're saying?

13 MS. BRODE: I understood from the County's aspect
14 that when someone went into the jail, their cash was taken off
15 of them, deposited into inmate escrow. So, how can someone go
16 in and take cash from an inmate?

17 CHIEF KELLY: They cannot take cash.

18 MR. DAY: Well, it's a check. It's basically
19 their personal -- like, how is --

01:51PM 20 CHIEF KELLY: It's a money release and that money
21 release --

22 MS. BRODE: And that's different from cash?

23 CHIEF KELLY: There's no cash involved in it at
24 all.

25 MS. BRODE: Okay. Thank you.

1 CHIEF KELLY: We don't release cash.

2 MS. BRODE: Thank you.

3 MS. GODINA: But it's still their money.

4 CHIEF KELLY: It's still their money, and it's up
5 to them if they want to release it.

6 MS. BRODE: That's fine, as long as there's no
7 cash.

8 CHIEF KELLY: They have to come in with an ID,
9 photocopy Texas issued ID, and that individual signs a property
01:51PM 10 release card.

11 MS. GODINA: To whoever they want to?

12 CHIEF KELLY: To whoever they want to.

13 MS. GODINA: Releasing whatever they want to
14 release.

15 MS. VOORHIES: They're just saying if it's a
16 bondsman.

17 CHIEF KELLY: We wouldn't know it. It's just
18 like you releasing your personal property.

19 MR. DAY: Yeah. A sister can come up there and
01:51PM 20 get it out, an aunt or whoever. If he releases it, he's doing
21 it on his own free will or she's doing it on her own free will.

22 MS. GODINA: Well, because it was brought up that
23 other bonding companies have seen other bonding employees go to
24 the jail and accept property from an inmate. But that's between
25 the inmate and you. If they want to release everything to you

1 and the defendant signs that, then you've got to come in and
2 show your ID and you release whatever it is to them, correct?

3 CHIEF KELLY: Some of that is that that may be
4 that person's only way of getting that money to that bondsman to
5 bond themselves out.

6 MS. LISA MARTIN: I have sent an employee over
7 there to get money and was told that they couldn't because they
8 were not on the bonding list, they couldn't represent Al Reed to
9 get money, said he's not on the list. So...

01:52PM 10 JUDGE WOODS: I don't see this as a --

11 MS. GODINA: A Bail Bond Board issue.

12 JUDGE WOODS: -- Bail Bond issue. That's between
13 the jail and whoever goes in and out of the --

14 MS. GODINA: We just wanted to make sure.

15 MS. GARCIA: We wanted to make sure this wasn't a
16 Board issue.

17 JUDGE WOODS: If there's something that's --
18 violates the rules of the Bail Bond, then file a complaint is
19 all I can say. If it's something that they feel like it
01:53PM 20 violates any of our rules or policies, just move -- file a
21 complaint, but I don't see anything that's been presented so far
22 as a violation.

23 MS. GODINA: I do have one other thing that
24 doesn't have to do with that. A couple of weeks ago, On Time
25 was put in default and Becky sent the notice out. They were in

1 default status in the computer; and four or five bonds went
2 through, got through somehow. I mean, and I sent an e-mail out
3 to let y'all know, y'all as in the jail staff, whoever it might
4 be, it's very important that whenever a bonding company comes in
5 to bond somebody out, it doesn't matter that you know Keith Day
6 and that, you know, you're buddies with him, you're not buddies,
7 whatever it is, it's very important that your jail staff looks
8 in that computer before you take the bond from somebody.

9 MS. TAMIKA MARTIN: Didn't Chief Shauberger
01:54PM 10 handle that?

11 CHIEF KELLY: No. We already took care of it.

12 MS. GODINA: It's too late -- I mean, it's too
13 late now, because they're back in good standing --

14 MS. VOORHIES: Right.

15 MS. GODINA: -- but during the time that they
16 were in default, four or five bonds got through.

17 MS. VOORHIES: Right.

18 MS. GODINA: Which meant whatever the process is
19 of how the jail staff takes bonds wasn't followed because if it
01:54PM 20 would have been, they would have seen in the computer that that
21 company was in default and those bonds should have never went
22 through.

23 CHIEF KELLY: And we rectified that issue, and
24 those officers were disciplined for that.

25 JUDGE WOODS: Any more business? Yes, sir?

1 MR. GALMOR: So, Mr. Gertz is the criminal
2 defense lawyer on the Board. He hasn't been here in a long
3 time. I really think he's just really busy. Me and Tom are
4 here all the time, both of us as attorneys. I think I would
5 volunteer -- I think there has to be an election, though, maybe
6 put it on the business for next time -- but I volunteer to fill
7 in as the criminal defense lawyer and allow Tom to continue
8 being the lawyer -- or maybe the other way around, but I think
9 we should address that because we haven't had that Board spot
0 present in a year.

01:54PM 10

11 JUDGE WOODS: So --

12 MS. GODINA: And we appreciate y'all's time. We
13 used to feed y'all, but we can't now. Rhonda messed that up for
14 us.

15 JUDGE WOODS: So, do I have any nominations
16 for --

01:55PM 20

23 JUDGE WOODS: Okay.

24 MS. GARCIA: 1704 says is a criminal defense
25 attorney practicing in the county and elected by other attorneys

1 whose principal place of business are located in the county and
2 who are not legally prohibited from representing criminal
3 defendants or the designated criminal defense attorney.

4 MR. GALMOR: Right. So, it needs to be -- at
5 least two criminal defense attorneys need to vote for the
6 nominated person.

7 MS. GARCIA: Which I would think that the defense
8 attorney bar, whatever, would do that nomination.

9 MR. GALMOR: There is no longer a defense
01:55PM 10 attorney bar. It was done away with by the Jefferson County Bar
11 Association. Used to they nominated the person, but they no
12 longer exist.

13 JUDGE WOODS: So, how do you get out notice to
14 defense, criminal defense?

15 MR. GALMOR: I mean, per the Code, it seems like
16 two lawyers who practice criminal defense in Jefferson County
17 must vote to be able to -- so, whoever shows up and, of course,
18 the problem is we never have more than -- we only have two
19 generally, and I don't think a person can vote for themselves.
01:56PM 20 So, we would need to at least make sure one additional criminal
21 defense attorney showed up to a meeting in order to do that.

22 MR. DAY: Well, when we did the deal with Glenda,
23 we accepted proxy votes. So, could we do that?

24 MS. GARCIA: No, we didn't. We absolutely did
25 not.

1 MR. PRICE: Yeah, we did.

2 MS. GARCIA: We did? Oh, yes, we did.

3 MR. DAY: Because Judge Woods wasn't here.

4 (SIMULTANEOUSLY TALKING.)

5 JUDGE WOODS: So, should we put it on our next
6 notice for our next month's meeting that there is going to be a
7 vote --

8 MR. GALMOR: Yes.

9 JUDGE WOODS: -- and if you're interested, please
01:57PM 10 show up to the meeting?

11 MR. GALMOR: Sure.

12 JUDGE WOODS: Okay. We'll do that.

13 MR. GALMOR: I think that would be the right way.
14 Then we'll make sure we have at least one, Tom Kelley or Ryan
15 Gertz or somebody come, make sure we have an additional --
16 JUDGE WOODS: Then we'll put that on the next
17 meeting's notice that there will be a vote or nomination for
18 criminal defense attorneys.

19 MR. PRICE: Do we want the Jefferson County Bar
01:57PM 20 Association to send out a notice to all the attorneys?

21 JUDGE WOODS: We could.

22 MS. GODINA: You handle that.

23 JUDGE WOODS: We'll -- Glenda, what you can do is
24 forward that notice to Bonnie; and she can send it out, forward
25 that notice out to all members of the Bar and it would just be a

1 copy of our notice.

2 Any other business?

3 (NO RESPONSE.)

4 JUDGE WOODS: All right. Do I have a motion to
5 adjourn?

6 JUDGE DOLLINGER: So moved.

7 JUDGE WOODS: Second?

8 MR. DAY: Second.

9 MS. SEGURA: Second.

01:57PM 10 JUDGE WOODS: We're adjourned.

11 (MEETING ADJOURNED.)

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