

DECEMBER 6, 1988



STATE OF TEXAS  
COUNTY OF JOHNSON

COMMISSIONERS COURT

BE IT KNOWN that on this day the 6<sup>th</sup> day of December, 1988 the Honorable Commissioners Court of Johnson County, Texas met in special called session with all members present, in the Courthouse in the City of Cleburne, Johnson County, Texas and following the invocation and the pledge of allegiance, the following items were considered:

CONSIDERATIONS

1. LITIGATION - RODNEY BARNER, ET AL VS. JOHNSON COUNTY, ET AL

The Commissioners Court went into Executive Session on this litigation matter at 8:40 A.M. and reconvened into open session at 9:30 A.M. No action was taken on this matter after the Executive Session.

2. DISPATCH SERVICES PROVIDED BY JOHNSON COUNTY SHERIFF'S OFFICE

Representatives of the Volunteer Fire Departments presented a proposal for the Sheriff's Office to begin dispatch services for the Volunteer Fire Departments on January 1, 1989. Additional information will be obtained about how radio and telephone communications would be connected and operated at the Law Enforcement Center.

No action was taken on this matter.

6. AWARD BID ON AIR PACKS

Motion was made by Comm. Harmon, seconded by Comm. Roe, to rescind the prior award of the bid for air packs to Total Maintenance Care at a cost of \$1,275.00, because the equipment did not meet specifications and to award the bid for the air packs for the Law Enforcement Center to Neel Associates at a cost of \$1,495.00 each.

All voted aye; motion passed.

3. AWARD BID ON NEW OR USED TRACK LOADER FOR PRECINCT #1

Motion was made by Comm. Miller, seconded by Comm. Harmon, to approve the Commissioner in Precinct #1 purchasing a used track loader at a net cost of \$44,840.00 less the trade-in from Waukesha-Pearce.

All voted aye; motion passed.

5. AWARD BID ON PROFESSIONAL LIABILITY INSURANCE FOR PUBLIC OFFICIALS

Motion was made by Comm. York, seconded by Comm. Miller, to approve the low bid of the Texas Association of Counties for Public Officials Liability Insurance with the premium of \$5,834.00 per year and a \$2,500.00 deductible.

All voted aye; motion passed.

4. JUVENILE DETENTION CENTER

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve the Juvenile Probation Office utilizing the Job Training Program in the hiring of part-time employees to work in the Juvenile Detention Center.

All voted aye; motion passed.

RECESS

The meeting was recessed at 10:10 A.M. for the County Judge and Commissioners to attend a Workshop Meeting at the Texas Commission on Jail Standards in Austin at 2:00 P.M. to review staffing requirements and operating procedures for the Johnson County Law Enforcement Center.

Judge Bridewell and Comm. Harmon attended the Workshop Meeting at the Texas Commission on Jail Standards in Austin.

The Commissioners Court meeting was recessed until 8:30 A.M. on Wednesday, December 7, 1988, at which time the following was considered.

CONSIDERATIONS

1. LITIGATION - RODNEY BARNER, ET AL VS. JOHNSON COUNTY, ET AL

The Commissioners Court went into Executive Session on this litigation matter at 8:35 A.M. and reconvened into open session at 8:50 A.M.

No action was taken on this matter.

RECESS

The Commissioners Court meeting was recessed until 11:00 A.M. on Friday, December 9, 1988 at which time the following was considered.

CONSIDERATIONS

1. LITIGATION - RODNEY BARNER, ET AL VS. JOHNSON COUNTY ET AL

Motion was made by Comm. Harmon, seconded by Comm. Roe to approve a settlement of the 2,832,000.00 judgment that was entered in this case, Johnson County would agree to pay \$125,000.00 in settlement of the judgment that would be paid to the plaintiffs in three equal installments of \$41,666.66 on or before January 15, 1989, 1990, and 1991. The \$125,000.00 is the total amount of the settlement with no court costs and no interest accruing on the annuals payment unless payment is past due. Past due payments and all remaining amounts unpaid would accrue interest of 18% annually. The County Judge is authorized to sign the Settlement Agreement in this case.

However, the settlement agreement shall be null and void if an appeal is taken or a Motion for New Trial is filed by ?????? in his individual capacity and all parties hereto shall at once be released from any obligations or duties hereunder.

Ayes: Comm. Roe, Comm. Harmon, Comm. York

Noes: Comm. Miller

The motion was declared to have passed.

The meeting was adjourned.

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WAYNE BRIDEWELL  
County Judge

Attested by:

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ROBBY GOODNIGHT  
County Clerk