

AGENDA ITEM 45

Discuss and take appropriate action concerning the park advisory committee.

Commissioner Boatright said that the committee has drafted job descriptions for the Parks Director and the Scheduler, and will give them to Human Resources Director John Willingham by next week.

AGENDA ITEM 46

Consider approving professional services contract for development of the Brushy Creek Trailhead facility.

Charlie Crossfield stated that Tim O'Connor has been working with Lisa England to advise the County on how the industry works and helped with financial projects to determine if the project will work.

Moved: Commissioner Heiligenstein

Seconded: Judge Doerfler

Motion: To approve a professional services contract with Tim O'Connor for development of the Brushy Creek Trailhead facility.

Vote: 4 – 0. Commissioner Limmer was absent from the dais.

< Attachment >

**Williamson County Commissioners Court
August 27, 2002**

**Brushy Creek Trailhead Park
Executive Summary of Plan**

Vision

- Phased development of 35 acres
- Multi-use facility
 - Anchor component to be 6,500 seat amphitheatre
 - Enclosed special events facility with capacity for 500; will include catering facilities
 - Smaller outdoor performance arena
 - Playscape / picnic area
 - Runners' center

Proposed Development Plan

- Special events facility to open for community events March 2003
- Amphitheatre site available for informal outdoor performances Summer 2003
- Amphitheatre open for performances and community events March 2004

Status

- Land purchased as part of park program funded by bond issue
- Advisors have provided guidance on operation of entertainment venues
- Feasibility analysis including pro forma financial performance under way

Business Planning

- Prove the financial viability of amphitheatre operation and cash flow opportunities for Williamson County
 - Propose terms for public / private partnership
 - Land lease on special event facility
 - Equity partnership on amphitheatre
 - Build development plan for special events facility and amphitheatre
 - Present comprehensive business plan to Williamson County Commissioners for review and approval in October 2002
 - Upon approval, begin development of special events center immediately
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CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into by and between Williamson County, Texas ("County") and Tim O'Connor.

DRAFT DATE
8/2702

RECITALS:

A. County owns a tract of land described on Exhibit "A" ("Property") and is considering alternatives to develop the Property for community uses, including its use as a possible music venue along with other uses such as festivals, graduation ceremonies, farmer's markets, school performances, and the like ("Project"); and

B. County desires to engage O'Connor to provide development, consulting and management services for the Project.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. DEVELOPMENT CONSULTING SERVICES

1.1. Consulting Services. O'Connor agrees to provide consultation and management services regarding the planning, design and development of the Project. O'Connor will assist County as follows ("Development Consulting Services"):

- (a) Assist in the selection of land planners, engineers, designers, architects, surveyors, attorneys and such other persons or entities relating to the Project.
- (b) Make recommendations as to the legal, financial, and management structure for the Project.
- (c) Supervise the preparation and development of a concept plan for the Project ("Concept Plan").
- (d) Perform such other duties and services as County and O'Connor may mutually agree.

1.2. Independent Contractor. This Agreement is not one of employment or agency by O'Connor with County. O'Connor shall at all times remain as an independent contractor.

1.3. Compensation. In consideration of O'Connor performing the services referenced in this Agreement, County will pay O'Connor, during the term of this Agreement, a monthly retainer fee beginning September 1, 2002, and ending August 31, 2003, in the amount of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) per month. The retainer fee shall be paid monthly in advance.

1.4. Payment of Expenses. In addition to the Retainer Fee, County shall reimburse O'Connor for all out of pocket costs which are reasonably incurred in connection with O'Connor's services relating to the Project such as without limitation, attorneys fees, other third party consultant fees, cost of reproduction, telephone, postage, and courier fees. O'Connor shall seek advance approval for any third party consultants or any single expense estimated at \$1,000 or more. County shall reimburse O'Connor for all such costs and expenses within thirty (30) days of its receipt of an invoice.

1.5 Management/Leasing of Project. County acknowledges that O'Connor is not generally in the consulting business but has particular expertise and experience in the development, management and operation of music and entertainment venues. O'Connor has agreed to consult with County in anticipation that County will engage the services of O'Connor on a long-term basis to manage and operate the Project either through a management agreement, a long-term lease or similar agreement. O'Connor acknowledges that any such long-term arrangement shall require future negotiations and approval of an Agreement by County but O'Connor anticipates that County will negotiate with him in good faith.

ARTICLE 2. INDEMNITIES

2.1. O'Connor Liability. County acknowledges and agrees that O'Connor shall not be liable to County and shall not be in breach of any provision of this Agreement due to any error in judgment or mistake of law or fact or any act or omission, but shall be liable to or in breach of this Agreement only in the event of bad faith, willful misconduct or gross negligence on the part of O'Connor.

ARTICLE 3. CONFIDENTIALITY

3.1 Confidential Information. During the course of this Agreement, O'Connor will likely discuss financial models for the Project, and may furnish information and ideas generated from other businesses owned by him, some of which may be proprietary in nature ("Confidential Information"). Except as required by applicable laws, County agrees that it will not disclose, and will take all reasonable steps to prevent dissemination or distribution of the Confidential Information to any person or entity, other than attorneys, consultants and employees directly involved in the development of the Project. O'Connor shall only be obligated to provide written materials to Ms. Lisa England and Mr. Gary Kimball, in their capacities as consultants to County ("Consultants"). Consultants shall not be permitted to keep copies of any of the Confidential Information, but rather, shall destroy any of the Confidential Information after a review of its contents. County acknowledges and agrees that the Confidential Information shall be transmitted in such a manner so as not to be subject to an open records request pursuant to Title 32, Chapter 9, Vernon's Ann. Civ. St. art. 1396-2.23 and art. 1396-2.23A to the extent reasonably practical.

ARTICLE 4. TERMINATION

4.1. Termination. Either party may terminate this Agreement to be effective at any time after thirty (30) days written notice to the other. Upon such termination, County shall pay O'Connor for all retainer fees and reimburse O'Connor for all out of pocket costs incurred prior to the effective date of such termination. Upon termination of this Agreement, all rights, liabilities and obligations of the parties shall terminate and be of no further force or effect.

ARTICLE 5. NOTICES

5.1. Notices. Any notice or communication required under this Agreement shall be in writing and shall be sent either by: (1) personal delivery, (2) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (3) facsimile addressed to County or O'Connor, as the case may be, at the address set forth below, or at such other address as County or O'Connor may have designated by notice to the other party given as provided above. Any such notice shall be deemed given and received on

the first to occur of the following: (1) upon actual receipt, (2) on the expiration of three (3) days after being deposited in a post office or other official depository under the care and custody of the United States Postal Service, if sent by United States Mail. Any such notice shall be addressed as follows:

If to County: John C. Doerfler
 Attn: County Judge
710 Main Suite 201
Georgetown Texas 78626
 Telephone: 512-943-1550
 Telecopy: 512-943-1662

If to O'Connor: Tim O'Connor
 13101 Hwy. 71 West
 Bee Cave, TX, 78738
 Telephone: 263-4240
 Telecopy: 263-3854

With copy to: David B. Armbrust
 100 Congress Avenue, Suite 1300
 Austin, Texas 78701
 Telephone: (512) 435-2301
 Telecopy: (512) 435-2360

ARTICLE 6. MISCELLANEOUS

6.1. Assignment. This Agreement and all rights shall not be assignable by either party except by the consent of both parties in writing.

6.2. Timely Performance. Time is of the essence of this Agreement.

6.3. Complete Agreement. This Agreement supersedes and takes the place of any and all previous agreements and understandings of the parties relating to the Project and subject matter covered by this Agreement.

6.4. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. This Agreement shall be performable in Williamson County, Texas.

The parties have executed this Agreement to be effective as of the _____ day of _____, 2002.

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: John C. Dwyer - 8-27-02
Printed Name: John C Dwyer
Title: County Judge

O'CONNOR:

TIM O'CONNOR

AGENDA ITEM 47

Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue for EMS:

0100-0000-370507 SLA-50 Payment 9,778.50

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To declare an emergency and to approve a budget amendment to acknowledge additional revenue for EMS:

0100-0000-370507 SLA-50 Payment 9,778.50

Vote: 4 - 0. Commissioner Limmer was absent from the dais.

< Attachment >

AN ORDER DECLARING AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES AND APPROVING A BUDGET AMENDMENT FOR

0100 (GENERAL)

FUND

DEPARTMENT

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS CAREFULLY STUDIED THE PUBLIC NECESSITY OF INCREASING THE ESTIMATED REVENUES DURING THIS FISCAL YEAR; AND

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT, DUE TO UNFORESEEABLE CIRCUMSTANCES, DID NOT ESTIMATE SUFFICIENT FUNDS IN THE CURRENT BUDGET FOR THESE NECESSARY REVENUES; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT THAT AN EMERGENCY AND GRAVE PUBLIC NECESSITY DOES EXIST DUE TO UNFORESEEABLE CIRCUMSTANCES.

WHEREAS, ON THE 27th DAY OF AUGUST, 2002, A MOTION MADE BY JUDGE DOERFLER AND SECONDED BY COM. BOATRIGHT THE MOTION CARRIED BY A VOTE OF 4 FOR, 0 AGAINST.

WHEREAS, THE WILLIAMSON COUNTY COMMISSIONERS COURT HAS DECLARED AN EMERGENCY AND A GRAVE PUBLIC NECESSITY DUE TO UNFORESEEABLE CIRCUMSTANCES IN THE MATTER OF ESTIMATING NECESSARY FUNDS FOR THE ABOVE MENTIONED DEPARTMENT; NOW

THEREFORE, BE IT ORDERED THAT THE FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED TO APPROPRIATE ADDITIONAL REVENUE AND THE FOLLOWING AMOUNT BE APPROPRIATED FOR THE FOLLOWING LINE ITEM:

ACCOUNT #	DESCRIPTION	AMOUNT
0100.0000.370507	SLA-50 PYMT	\$ 9,778.50

WHEREUPON, A MOTION DULY MADE AND SECONDED, THE WILLIAMSON COUNTY COMMISSIONERS COURT DID AUTHORIZE THE COUNTY JUDGE TO SIGN THIS ORDER, THE COUNTY CLERK WAS INSTRUCTED TO FILE A COPY OF THIS ORDER WITH THE EXISTING BUDGET, AND TO FORWARD A COPY OF THIS ORDER TO THE COUNTY AUDITOR.

John C. Doerfler 8-27-02
JOHN C. DOERFLER, COUNTY JUDGE

ATTEST:

Nancy E. Rister
NANCY E. RISTER, COUNTY CLERK