

**CITY OF EL PASO, TEXAS  
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:**     DEVELOPMENT SERVICES

**AGENDA DATE:**    JANUARY 13, 2009

**CONTACT PERSON/PHONE:**    VICTOR Q. TORRES, DEVELOPMENT SERVICES, (915) 541-4557

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

A Resolution wherein the City Council authorizes, ratifies and approves expenditures of monetary support in an amount not to exceed \$94,106.96 to Lock and Key Productions for its television show produced in El Paso and ratifies and approves a right of entry to Lock and Key Productions.

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  
Victor Q. Torres, Development Services Director

**OTHER:** \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

CITY CLERK DEPT.  
09 JAN -9 PM 2:31

**RESOLUTION**

**WHEREAS**, Lock and Key Productions [the "Producer"] desires demolish a residential structure in El Paso and construct a new residential structure at the same site as a program for its television show, Extreme Makeover Home Edition [the "Event"]; and

**WHEREAS**, the City Council finds that the use of City equipment, staff and resources in support of the Event will be a positive promotion of the City, and that this constitutes a significant benefit and public purpose for the City of El Paso; and

**WHEREAS**, The City Council finds that financial support of the Event will promote tourism in the City as a result of national and regional publicity of the Event.

**WHEREAS**, The City Council finds that the Event serves the public purposes of development and diversification of the economy of the City, the elimination of unemployment or underemployment, reduction of blight and the development of commerce in the City.

**WHEREAS**, production of the Event requires the use police escorts, police traffic control, fire department paramedics, City landfill and obtaining all permits and inspections necessary for the Event without cost to the Producer; and

**WHEREAS**, the estimated costs to the City consist of:

1. Construction plan expedited review and building permit	\$ 1,500.00
2. Construction inspection (24 hours per day)	\$ 2,500.00
3. Special Privilege License application fee:	\$ 82.50
4. Special Privilege fee at \$55 per day:	\$ 550.00
5. Police personnel services	\$52,000.00
6. Police vehicle costs	\$ 6,350.00
7. Fire EMS on duty on site	\$ 3,376.80
8. Fire Dept. equipment (gas only)	\$ 40.00
9. Tent Permit:	\$ 72.45
10. Land Fill Fees :	\$15,890.00
11. Barricades for streets:	\$ 900.00
12. Airport Shuttle busses:	\$ 2,081.60
13. Use of City property on Castner Street (right of entry):	\$ 100.00
14. Welcome To El Paso sign (36"x48"):	\$ <u>108.43</u>
subtotal:	\$85,551.78
Contingent amount for cost overruns (10% of the sub total):	\$ <u>8,555.18</u>
total cost::	\$94,106.96; and

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**WHEREAS**, the Producer' production of the Event will result in a positive economic impact consisting of the expenditures that follow as well as other benefits to the City:

1. 1,048 motel/hotel room nights.
2. Honeywagons (large trailers that have 5-6 bathrooms) that will be rented locally.
3. Individual Porta-Potties, between 5 and 8 units, rented from a local company.
4. Local Film Crew hire (between 15-20 locals hired).
5. Electrical Service (local) Crew hire: 2-3 Grips, 2 Best Boys, 2 Gaffers, 2 Generator Operators.
6. 1-ton Grip and Lighting Packages
7. Rental Vehicles for Crew – Location Managers for a minimum of 48 days. Other crew vehicles – approx 4 additionally rented for a minimum of 10 days.
8. The Catering Team will purchase food daily to feed cast, crew and volunteers.
9. Craft Service. This will be stocked 24/7 with all types of refreshments and snacks all purchased locally on a daily basis.
10. Local purchases of some construction & decorating materials.
11. Tents rented from a local tent company – up to 4 for a minimum of 10 days.
12. Heaters for each tent – up to 4 heaters per large tent.
13. Meals for crew at local Restaurants.
14. Local Shopping for personal items.
15. 2-Way Radios, rented locally.
16. Local Limousine service – 2-day rental.
17. Spanish Translation Services; and

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City is authorized to provide monetary support to the Lock and Key Productions for the production of its television show which pertains to the demolition of a residential structure in El Paso and the construction a new residential structure at the same site. Payment of any of the costs for the Event listed above and already approved by the City Manager is hereby ratified and approved.

The right of entry to City property granted to the Producer as approved by the City Manager is hereby ratified and approved.

The cost of the services authorized in this Resolution that the City may provide for such support shall not exceed \$94,106.96. Such amount shall be paid from the City's general fund. Payment shall be paid as reimbursement to the appropriate City fund and no payment shall be made directly to Contractor.

**ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

**THE CITY OF EL PASO**

CITY CLERK DEPT.  
10 JAN -9 PM 2:31

\_\_\_\_\_  
John F. Cook, Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark Shosmith  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Victor Q. Torres, Director  
Development Services Department

CITY CLERK DEPT.  
09 JAN -9 PM12:00

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

TEMPORARY RIGHT OF ENTRY

This Temporary Right of Entry is granted on this 12 day of January, 2009, by the CITY OF EL PASO (the "GRANTOR") to Lock and Key Productions (the "GRANTEE").

WHEREAS, GRANTEE has requested access to property owned or controlled by the GRANTOR (the "City Property"), in order to produce its television program, Extreme Makeover Home Edition.

WHEREAS, GRANTOR consents to and approves of the entry onto the City Property by GRANTEE and its contractors and subcontractors, subject to the provisions noted herein, for the producing its television show.

**NOW THEREFORE, KNOW ALL BY THESE PRESENTS:**

That GRANTOR, as the lawful owner or the lawful owner with control of the City Property described more fully as parcels 3 [5 Valley Crest Commercial Park SLY Pt of Blk], 7 [Rangers Rest # 3 TR 56] and 8 [5 Valley Crest Commercial Park ELY Pt of Lot 1] in ATTACHMENT 1, which is attached hereto and incorporated herein for all purposes, [hereafter the "City Property"] hereby grants a temporary right of entry upon, over, and through the City Property as necessary to produce the television program and related work.

1. Access to the City Property is granted solely to allow the production of the television program and related work. No construction or excavation is permitted through this instrument. GRANTEE shall bear all costs and expenses associated with GRANTEE'S use of the City Property.
2. Entry onto the City Property by the Grantee and/or its agents, contractors or subcontractors shall constitute acceptance by Grantee of the terms and conditions of this Temporary Right of Entry.
3. After the Grantee's use of the City Property is completed, GRANTEE shall restore the City Property to substantially the same condition as found prior to commencement of said work, normal wear and tear excepted, and shall immediately remove its equipment or other equipment from the City Property. All work shall be completed in a manner to ensure that no damage shall be done to the City Property. Should any damage occur, GRANTEE shall be fully responsible for the repair of such damage.
4. Except for the temporary rights expressly granted by execution of this instrument and reasonable access, and/or ingress and egress to the property, GRANTOR does not convey any other right, title, or interest in the City Property herein.

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5. Unless extended by written instrument signed by GRANTOR, the rights granted herein shall commence on January 12, 2009 and expire on January 24, 2009, without regard to whether the referenced television program and related work has begun or been completed. However, this Temporary Right of Entry may be extended or amended in writing

6. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Any controversy arising out of or connected with this Agreement or the underlying work shall be instituted and maintained in the courts of the State of Texas, County of El Paso.

7. Nothing in this Temporary Right of Entry shall be construed as creating the relationship of employer and employee or agent between any of the parties named herein.

8. GRANTOR, by granting this Temporary Right of Entry, does not warrant or represent that any permission for any real property interest, use in the City Property, or other right shall be granted to GRANTEE. This instrument merely grants a temporary right of entry for the sole purpose of performing production of the television program. Other rights shall require the execution of additional instruments and/or proper legal actions.

9 All notices to be given under this Temporary Right of Entry shall be delivered by hand or given by certified or registered mail, receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

GRANTOR: Office of the City Manager  
2 Civic Center Plaza, 10<sup>th</sup> Floor  
El Paso Texas 79901

GRANTEE: Lock and Key Productions  
1149 N. Gower St., Suite # 100  
Hollywood, CA 90038  
323 785-2286

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown on the return receipt for delivery, rejection, or undeliverable. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other in the manner set forth in this paragraph.

10. GRANTEE shall not assign, sublet, sell, convey, or transfer all or any part of this Temporary Right of Entry in any way without the prior written consent of GRANTOR. Any attempt to transfer or assign without the prior written consent of GRANTOR shall be void and may result in the termination of this instrument.

EXECUTED THIS 7 DAY OF JANUARY, 2009.

GRANTOR:  
CITY OF EL PASO, TEXAS

CITY CLERK DEPT.  
09 JAN -8 AM 11:06

CITY CLERK DEPT.  
09 JAN -9 PM 12:01

Joyce A. Wilson  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Mark Shoosmith  
Mark Shoosmith  
Assistant City Attorney

Victor Q. Torres  
Victor Q. Torres, Director  
Development Services Department

**ACKNOWLEDGMENT OF RECEIPT OF TEMPORARY RIGHT OF ENTRY**

This Temporary Right of Entry was received on behalf of Lock and Key Productions by:

John Piccioni  
John Piccioni,  
Location Manager

Date: January 7, 2009

Witnessed by: [Signature]

CITY CLERK DEPT.  
09 JAN -8 AM 11:46

CITY CLERK DEPT.  
09 JAN -9 PM 12:01