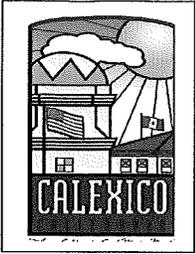


**AGENDA
ITEM**

16



AGENDA STAFF REPORT

DATE: September 5, 2018

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DD*

PREPARED BY: Ralph Morales, Building/Planning/Code Enforcement Manager

SUBJECT: Discussion and Potential Action Regarding Ronald McDonald House Charities of San Diego's Request for Waiver of Temporary Use Permit Filing Fee

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Recommendation:

Discuss and take action regarding Ronald McDonald House Charities of San Diego's request for waiver of Temporary Use Permit filing fee.

Background:

Ronald McDonald House Charities of San Diego is a 501 (c) (03) tax-exempt nonprofit that assists families by providing them with temporary lodging in a home-like environment while their children are hospitalized nearby. They report that approximately 25% of the families they assist are from Imperial County.

On October 11, 2018 Ronald McDonald House Charities of San Diego will hold their annual Red Shoe Day-Imperial Valley. 52 locations have been selected throughout Imperial County where more than 600 volunteers will be stationed from 7 a. m. to 10 a. m. collecting donations in a big red boot. All monies will go to help support the Ronald McDonald House Charities of San Diego.

Discussion & Analysis:

The City requires a temporary use permit in order to allow this type of event. The filing fee for the permit application is \$135. City of Calexico Resolution 10-17, adopted March 2, 2010, vests exclusive authority with the City Council to reduce or wave fees and charges owed to the city. The Council is requested to consider waiving the Temporary Use Permit filing fee for Ronald McDonald House Charities of San Diego. Please note that if this waiver request is approved, it may lead to additional requests for waiver of permit application fees by other non-profit groups in the future.



Fiscal Impact:

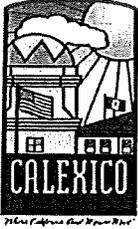
(\$135.00) filing fee.

Coordinated With:

None.

Attachments:

1. Temporary Use Permit application/City Department comments.
2. Letter requesting waiver of TUP fees.
3. Certificate of Liability Insurance.
4. Locations for Solicitation.



Development Services Department
 Planning Division
 "Temporary Use Permit"

Request must be submitted a MINIMUM of 15 days in advance of the event date.

- REQUIRED ATTACHMENTS:**
1. Submit one (1) site plan depicting use (minimum size 8 1/2" x 11").
 2. Written proof of approval from property owner.
 3. Copy of the City of Calexico Business License, if applicable.
 4. Insurance coverage naming the City as additional insured (\$1,000,000 minimum per occurrence).
 5. Non-refundable application filing fee

Applicant Name: Nicole DeBerg Date Submitted: _____
 Applicant Address: 2929 Children's Way, San Diego, CA 92123 Phone Number: 858-598-2417
 Company Name: Ronald McDonald House Charities of San Diego, Inc. Alt. Phone Number: 760-760-1375
 Location of Event: See attached list Bus. Lic. Number: _____

Date of Event: 10/11/18 to 10/11/18 Total Days: 1
 Time of Event: 7 AM to 10 AM

Describe in detail the type of event (attach additional sheets if needed): We have asked volunteers to be in locations around Calexico to collect cash, currency, & checks in big Red Boots. All monies will go to help support the Ronald McDonald House Charities of San Diego Inc. to provide a home away from home for families with children in area hospitals.

[Signature] 8/8/18
 Applicant Signature Date

(For City Use Only)

City Department	Recommendation by Dept. Head		Signature:
Administration	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Fire	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Police	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Finance/HR Director	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Community Services	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Public Works/Engineering Director	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Public Works Manager	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Planning Division	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Risk Management	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Operations/Maintenance Supervisor	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	
Other:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	

Conditions of Approval: _____

ALL TEMPORARY USE PERMIT MUST COMPLY WITH ZONING ORDINANCE, SECTION 17.11.120 "TEMPORARY USE REGULATIONS".

Approved Denied By: _____ Date _____
 Director of Planning & Development Services

(Please read reverse side, Section 17.11.120 "Temporary Use Regulations")



Ronald McDonald
House Charities
San Diego

August 8, 2018

Gaby Garcia
City Council
City of Calexico
608 Heber Avenue
Calexico, CA 92231

Dear Ms. Garcia:

On behalf of RONALD MCDONALD HOUSE CHARITIES OF SAN DIEGO I respectfully request a waiver of the \$135.00 application filing fee for a Temporary Use Permit required for our upcoming RED SHOE DAY in Imperial County on October 11, 2018.

As you may already know, our charity provides a home away from home for families with children admitted to area hospitals. Volunteers from your area will be helping in the effort by collecting cash, currency and checks in BIG RED SHOES. All monies will be used to support this very worthy cause.

Your assistance is greatly appreciated.

Respectfully,

Nicole DeBerg
Chief Financial Officer

Ronald McDonald House Charities of San Diego, Inc. - Red Shoe Day 2018

Narrative:

For three hours, during the morning drive time on October 11th, more than 600 volunteers will be located at 52 locations across the Imperial Valley to collect cash, coins, currency, and checks in support of all Imperial Valley families who find their "home away from home" at our San Diego's Ronald McDonald House. The volunteers will arrive at the intersection at 7:00 AM and depart at 10:00 AM.

Security Plan:

All volunteers will be trained and will receive a set of safety guidelines. Each volunteer is required to fulfill a mandatory orientation where safety training will occur. Training includes safety best practices and proper money handling procedures. Each volunteer will be wearing a brightly colored t-shirt. Volunteers will be in groups of 10 to 20 per intersection.

Medical Plan:

All volunteers will be assigned to one of two drop off locations-El Centro Regional Medical Center or Pioneers Memorial Healthcare District where bathrooms and first aid are available.

Accessibility Plan:

Volunteers will not interfere with street traffic. Volunteers will stand on sidewalks and collect money from the sidewalks. All volunteer vehicles will be parked in appropriate areas abiding by all traffic regulations.

Sanitation and Recycling:

Volunteers will arrive with a canvas/nylon bag. Inside the canvas/nylon bag will be a Big Red Shoe (one per volunteer) and a heavy duty bank issued money bag to hold the cash, coins, currency and checks received. When the volunteers leave the intersection, they will take all of these items with them and drop them off a designated drop off location.

Mitigation of Impact:

Chuck Day, our CEO, attended a recent San Diego McDonald Co-op meeting to discuss Red Shoe Day, the McDonald's impact, and help needed. We are not interfering with traffic or businesses in the areas. We will supply notices in all McDonald's restaurants, place various ads in local print media and have a variety of promotional aired spots.

Marketing and Public Relations:

A variety of media will be involved supporting this event. Promotional spots will be aired or in print through The Desert Review, Entravision, KXO AM/FM Radio, KYMA News, and the IV Press.

 **IRS** Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248667580
Mar. 17, 2010 LTR 4168C E0
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00034263
BODC: TE

RONALD MCDONALD HOUSE CHARITIES OF
SAN DIEGO INC
% LAURA WITHERS
2929 CHILDRENS WAY
SAN DIEGO CA 92123

4715

Employer Identification Number:
Person to Contact: Mr. Lockhart
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 08, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in December 1978.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

0248667580
Mar. 17, 2010 LTR 4168C E0
000000 00
00034264

RONALD MCDONALD HOUSE CHARITIES OF
SAN DIEGO INC
% LAURA WITHERS
2929 CHILDRENS WAY
SAN DIEGO CA 92123

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Ronald McDonald
House Charities
San Diego

Memorandum:

Date: August 7, 2018
To: City of Calexico
From: Nicole DeBerg, Chief Financial Officer
Re: Insurance for Ronald McDonald House Charities of San Diego, Inc.

Dear Sir/ Madam:

You will find our certificate of insurance attached. Our workers compensation insurance and general liability umbrella expires on August 25, 2018. We will send an updated certificate of insurance including workers comp as soon as we bind coverage in August.

Please call if you have any questions.

Nicole DeBerg
858-598-2431

INSURED: Ronald McDonald House Charities

POLICY #: ZD3A71462603

POLICY PERIOD: 08/25/2018

TO 08/25/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to SECTION II – WHO IS AN INSURED:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
 - (2) Premises you own, rent, lease or occupy; or
 - (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
6. **Knowledge of Occurrence**
The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
7. **Liberalization Clause**
The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
Liberalization Clause
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
8. **Medical Payments – Extended Reporting Period**
- a. SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.
9. **Newly Acquired Or Formed Organizations**
SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. **Non-Owned Watercraft**

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

g. **Aircraft, Auto Or Watercraft**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. **Supplementary Payments Increased Limits**

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. **Unintentional Failure to Disclose Hazards**

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. **Unintentional Failure to Notify**

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Ronald McDonald House Charities of San Diego

Red Shoe Day – October 11, 2018

Locations for Solicitation – City of Calexico

- Rockwood/C.K.Clarke
- Cole/Rockwood
- Cole/Rancho Frontera
- 5th/Heber
- Zapata/Meadows
- Belcher/Andrade
- Andrade/7th St
- Rockwood/5th St
- Sheridan/Eady
- Kloke/Sunset

NEW ADDITIONAL INTERSECTION REQUESTED

- Encinas Avenue/Linda Street