AGENDA

Consolidated Regular Meeting

City Council Chamber - 1243 National City Boulevard, National City, CA

Ron Morrison, Mayor
Luz Molina, Vice-Mayor - District 1
Jose Rodriguez, Councilmember -District 2
Ditas Yamane, Councilmember – District 3
Marcus Bush, Councilmember– District 4

Alejandro Hernandez, Acting City Manager
Heidi Skinner, Interim City Attorney
Shelley Chapel, MMC, City Clerk

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Thank you for participating in local government and the City of National City Council Meetings.

Meetings: Regular City Council Meetings are held on the first and third Tuesday of the month at 6:00 p.m. Special Closed Session Meetings and Workshops may be same day, the start time is based on needs. Check Special Agendas for times.

Location: Regular City Council Meetings are held in the Council Chamber located at City Hall, 1243 National City Boulevard, National City, CA 91950, the meetings are open to the public.

Agendas and Material: Agendas and Agenda Packet for items listed are available on the City website, and distributed to the City Council no less than 72 hours before the City Council Meeting. Sign up for E-Notifications to receive alerts when items are posted.

Public Participation: Encouraged in a number of ways as described below. Members of the public may attend the City Council Meeting in person, watch the City Council Meeting via live web stream, or participate remotely via Zoom. Recording of Meetings are archived and available for viewing on the City's website.

To listen to the live stream in Spanish, you must register for Zoom prior to the meeting for access.

All Zoom registration must be completed **two (2)** hours prior to the City Council Meeting for access.

Public Comment: Persons wishing to address the City Council on matters not on the agenda may do so under Public Comments. Those wishing to speak on items on the agenda may do so when the item is being considered. Please submit a Speaker's Slip to the City Clerk before the meeting or immediately following the announcement of the item. All comments will be limited up to three (3) minutes. The Presiding Officer shall have the authority to reduce the time allotted to accommodate for a large number of speakers. *(City Council Policy 104)*

All written comment must be submitted no later than **four (4)** hours prior to the start of the meeting to allow time for distribution to the City Council.

EFFECTIVE JANUARY 1, 2025

All Contributions to Candidates and Current Elected Officials are required to self-report a Declaration of Campaign Contribution to a Councilmember of more than $500 within the past year (effective Jan 1, 2025). This report may be included on the Public Comment Speaker Slip to be completed prior to the City Council Meeting.

Spanish Interpretation Services: Spanish Interpretation Services are available; please contact the City Clerk before the start of the meeting for assistance. clerk@nationalcityca.gov

American Disabilities Act Title II: In compliance with the American Disabilities Act of 1990, persons with a disability may request an agenda in appropriate alternative formats as required by Title II. Any person with a disability who requires a modification or accommodation to participate in a meeting should direct such request to the City Clerk's Office (619) 336-4228 at least 24 hours in advance of the meeting.

AGENDA

Consolidated Regular Meeting

City Council Chamber - 1243 National City Boulevard, National City, CA

Ron Morrison, Mayor
Luz Molina, Vice-Mayor - District 1
Jose Rodriguez, Councilmember -District 2
Ditas Yamane, Councilmember – District 3
Marcus Bush, Councilmember– District 4

Alejandro Hernandez, Acting City Manager
Heidi Skinner, Interim City Attorney
Shelley Chapel, MMC, City Clerk

The City Council also sits as the City of National City Community Development Commission, Housing Authority, Joint Powers Financing Authority, and Successor Agency to the Community Development Commission as the National City Redevelopment Agency

Gracias por participar en las reuniones del gobierno local y del Consejo de la Ciudad de National City.

Reuniones: Las reuniones regulares del Consejo Municipal se llevan a cabo el primer y tercer martes del mes a las 6:00 p.m. La reunión especial de sesión privada y los talleres pueden ser el mismo día, la hora de inicio se basa en las necesidades. Consulte las agendas especiales para conocer los horarios.

Ubicación: Las reuniones regulares del Concejo Municipal se llevan a cabo en la Cámara del Consejo ubicada en el Ayuntamiento, 1243 National City Boulevard, National City, CA 91950, las reuniones están abiertas al público.

Agendas y Material: Las Agendas y el Paquete de Agenda para los temas enumerados están disponibles en el sitio web de la Ciudad y se distribuyen al Concejo Municipal no menos de 72 horas antes de la Reunión del Concejo Municipal. Regístrese para recibir notificaciones electrónicas cuando se publiquen artículos.

Participación pública: Se fomenta de varias maneras como se describe a continuación. Los miembros del público pueden asistir a la Reunión del Concejo Municipal en persona, ver la Reunión del Concejo Municipal a través de la transmisión web en vivo o participar de forma remota a través de Zoom. Las grabaciones de las reuniones están archivadas y disponibles para su visualización en el sitio web de la Ciudad.

Para escuchar la transmission en Español, registration por Zoom es requerido antes del comienzo de la sesión.

Todo registro para la trasmisión por Zoom debe completarse **dos (2)** horas antes de la Reunión del Concejo Municipal.

Comentario Público: Las personas que deseen dirigirse al Concejo Municipal sobre asuntos que no están en la agenda pueden hacerlo bajo Comentarios públicos. Quienes deseen hacer uso de la palabra sobre los temas del programa podrán hacerlo cuando se esté examinando el tema. Por favor, envíe una solicitud del orador al Secretario de la Ciudad antes de la reunión o inmediatamente después del anuncio del artículo. Todos los comentarios estarán limitados a tres (3) minutos. El Presidente tendrá la autoridad para reducir el tiempo asignado para dar cabida a un gran número de oradores. (Política del Concejo Municipal 104)

Si desea enviar comentarios por escrito, envíe un correo electrónico a la Oficina del Secretario de la Ciudad al menos 1 hora antes de la Reunión del Consejo Municipal para dar tiempo a la distribución al Consejo Municipal.

Todos comentarios deben estar sometidos a más tardar **cuatro (4)** horas antes del comienzo de la sesión.

A PARTIR DEL 1 DE ENERO DE 2023

Todas las contribuciones a los candidatos y funcionarios electos actuales deben autoinformar una Declaración de contribución de campaña a un concejal de más de $ 250 en el último año (a partir del 1 de enero de 2023). Este informe puede incluirse en el Recibo del orador de comentarios públicos que se completará antes de la reunión del Concejo Municipal

Servicios de interpretación en español: Los servicios de interpretación en español están disponibles, comuníquese con el Secretario de la Ciudad antes del inicio de la reunión para obtener ayuda.

Título II de la Ley de Discapacidades Americanas: En cumplimiento con la Ley de Discapacidades Americanas de 1990, las personas con discapacidad pueden solicitar una agenda en formatos alternativos apropiados según lo requerido por el Título II. Cualquier persona con una discapacidad que requiera un modificación o adaptación para participar en una reunión debe dirigir dicha solicitud a la Oficina del Secretario de la Ciudad (619) 336-4228 al menos 24 horas antes de la reunión.

State of California)
)ss.
County of San Diego)

AFFIDAVIT OF POSTING

I, Shelley Chapel, MMC, City Clerk of the City of National City, hereby declare under penalty of perjury that this notice of a Regular Meeting was called by the City Council of the City of National City was posted and provided on Thursday, February 12, 2026, at 6:00 p.m. Said meeting to be held Tuesday, February 17, 2026, at 6:00 p.m. in the City Hall, City Council Chambers, 1243 National City Blvd., in the City of National City, California. Said notice was posted on the Bulletin Boards in front of City Hall and the Library.

Shelley Chapel

Shelley Chapel, MMC, City Clerk

REVISED AGENDA

Consolidated Regular Meeting

Tuesday, February 17, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Pages

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE TO THE FLAG

4. INVOCATION

5. PUBLIC COMMENT

   In accordance with State law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take action on any issue not included on the agenda. Speakers will have up to three (3) minutes.

6. PROCLAMATIONS AND RECOGNITION

   6.1 Proclamation - Black History Month 5

7. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

   Per Government Code Section 53232.3(d) also known as AB1234: Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

8. CONSENT CALENDAR

   The Consent Calendar may be enacted in one motion by the City Council with a Roll Call Vote without discussion unless a Councilmember, a member of the Public, or the City Manager requests an item be removed for discussion. Items removed from the Consent Calendar will be considered immediately following the adoption of the Calendar.

   8.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance

on this Agenda

8.2 Approval of the City Council Meeting Minutes. 6

Recommendation:
Approve and file.

8.3 Authorize the Purchase of a Vactor Truck for the Engineering & Public Works Streets and Wastewater Division 26

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 101221-VTR with Vactor Manufacturing for the Purchase of a Vactor 2110-16” Sewer Cleaner Truck in a Not-to-Exceed Amount of $724,000 for the Public Works Streets and Wastewater Division; 2) Authorizing a Fiscal Year 2026 Budget Adjustment to Transfer $124,000 from the Sewer Fund to the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of up to $72,400 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing.”

8.4 Execution of a Grant Agreement with the Federal Highway Administration for $144,000 through the Safe Streets and Roads for All Grant Program. 63

Recommendation:
Adopt a Resolution Entitled, “Resolution of the City Council of the City of National City, California, 1) Authorizing the City Manager to Execute a Grant Agreement with the Federal Highway Administration through the Safe Streets and Roads for All Grant Program; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $144,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $36,000.”

8.5 Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for On-Site Beer and Wine Sales at a New Restaurant to be Located at 21 West 7th Street. 81

Recommendation:
Staff recommends Approval of Beer and Wine Sales for On-Site Consumption (ABC Type-41) at a New Restaurant, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2026-01, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Development Zone 1B and would be Accessory to Food Sales at the New Restaurant.

8.6 Temporary Use Permit – Kimball Park Spring Carnival hosted by Paul Maurer Shows at Kimball Park from Thursday, April 16, 2026, through Sunday, April 19, 2026, with No Waiver of Fees. 132

Recommendation:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

8.7 Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 20, 2026 to March 9, 2026 at the Westfield Plaza Bonita Mall with No Waiver of Fees. 173

Recommendation:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

8.8 Warrant Register No. 26 for the Period of 12/19/25 through 12/25/25 in the Amount of $1,175,968.21 206

Recommendation:
Ratify Warrants Totaling $1,175,968.21.

8.9 Warrant Register No. 27 for the Period of 12/26/25 through 1/1/26 in the Amount of $3,125,497.30 218

Recommendation:
Ratify Warrants Totaling $3,125,497.30.

9. STAFF REPORTS

9.1 San Diego Regional Fire Foundation Grant 220

Recommendation:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of Funds in the Amount of $74,000 from the San Diego Regional Fire Foundation for the National City Fire Department to Purchase Portable Radios and Equipment for the Emergency Operations Center, and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation and Corresponding Revenue Budget in the Amount of $74,000."

9.2 2026 Strategic Plan Presentation

10. CITY MANAGER'S REPORT

11. ELECTED OFFICIALS REPORT

*11.1 Consideration of the Creation of a Homeownership Sub-Committee – "Our Future is Homeownership." *225*

Recommendation:
Staff Recommends that the City Council:

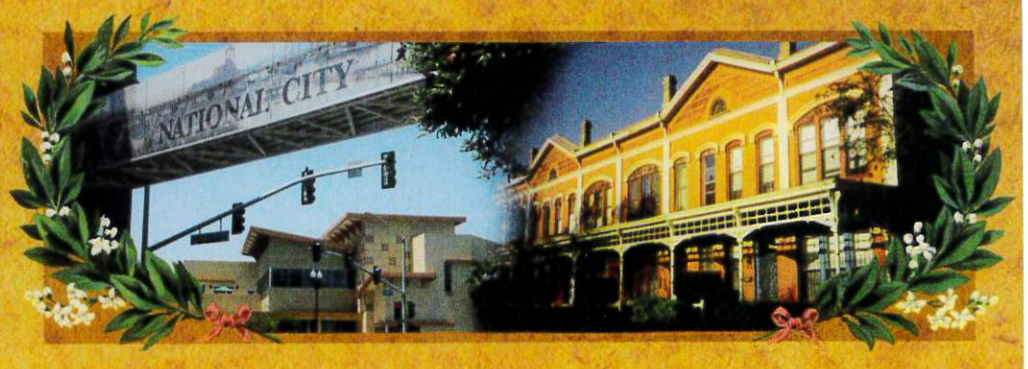
1. Discuss the Proposal to Create a Homeownership Sub-Committee; and

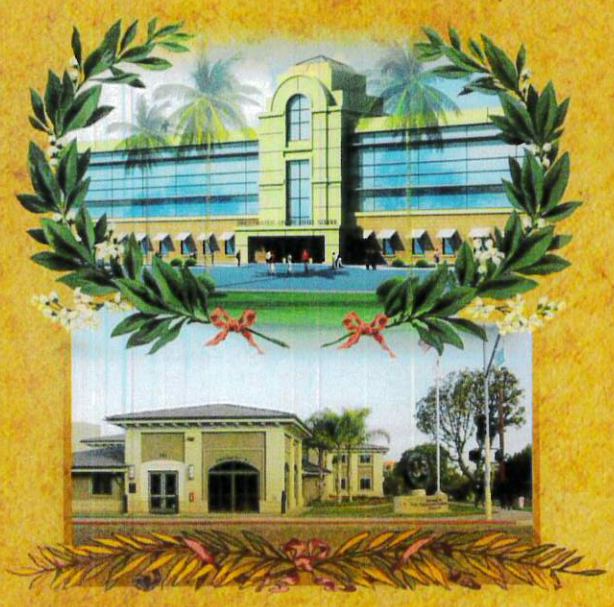
2. Provide Direction Regarding the Formation, Scope, Composition, and Term of the Proposed Sub-Committee.

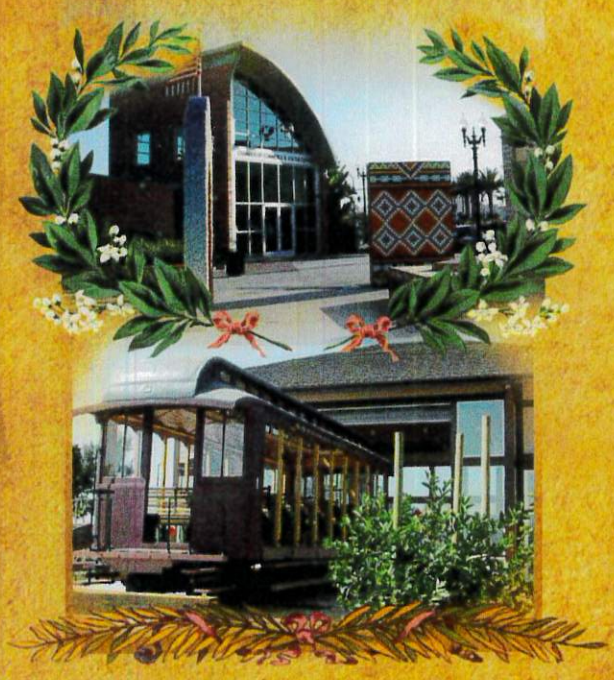
12. CITY ATTORNEY REPORT

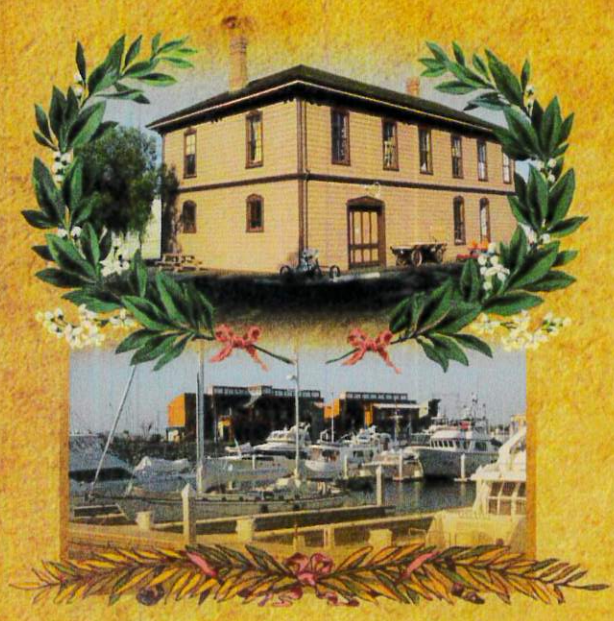
13. ADJOURNMENT











Proclamation

CALIFORNIA
NATIONAL CITY
1887
INCORPORATED

WHEREAS, Carter G. Woodson—educator, historian, and civil rights leader—established Black History Week in 1926 to recognize the central role African Americans have played in the development of the United States, with the observance held during the second week of February to coincide with the birthdays of Frederick Douglass and President Abraham Lincoln; and

WHEREAS, in 1976, Black History Week was expanded to Black History Month, and President Gerald R. Ford officially recognized the observance, calling upon the nation to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and

WHEREAS, Black History Month serves as an important opportunity to acknowledge and celebrate the achievements, leadership, and contributions of African Americans past and present, accomplished despite a long history of racism, discrimination, and systemic inequities; and

WHEREAS, while Black History Month is a time of celebration and the uplifting of Black voices, it is also a time for reflection on the challenges that continue to affect Black communities and a call to continued action toward equity, inclusion, and justice; and

WHEREAS, the City of National City recognizes the importance of honoring Black excellence, supporting Black-owned businesses, and encouraging residents to learn about and celebrate the shared history, diversity, and contributions that strengthen our community;

NOW, THEREFORE, BE IT RESOLVED that I, **Ron Morrison, Mayor of the City of National City**, by virtue of the authority vested in me and on behalf of the City Council, do hereby proclaim **February 2026** as

BLACK HISTORY MONTH

in the City of National City, and call upon all residents to observe this month by learning about notable Black figures, reaffirming our shared ideals of equality and opportunity, and recognizing the lasting contributions and achievements of individuals of African and Caribbean heritage.

Ron Morrison
MAYOR

Luz Molina
Vice-Mayor

Marcus Bush
Councilmember

Jose Rodriguez
Councilmember

Ditas Yamane
Councilmember

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, February 17, 2026
Approved by: Alejandro Hernandez, Acting City Manager

SUBJECT:
Approval of the City Council Meeting Minutes.

RECOMMENDATION:
Approve and file.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Meeting Minutes:

Special City Council Meeting - Closed Session of January 12, 2026
Special City Council Meeting - Closed Session of January 20, 2026
Regular City Council Meeting - January 20, 2026
Special City Council Meeting - Closed Session of January 27, 2026

FINANCIAL STATEMENT:
Not applicable.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Special City Council Meeting - Closed Session of January 12, 2026 – Meeting Minutes
Exhibit B – Special City Council Meeting - Closed Session of January 20, 2026 – Meeting Minutes
Exhibit C – Regular City Council Meeting - January 20, 2026 – Meeting Minutes
Exhibit D – Special City Council Meeting - Closed Session of January 27, 2026 – Meeting Minutes

SPECIAL MEETING MINUTES OF THE CITY COUNCIL
CLOSED SESSION

January 12, 2026, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** **Councilmember Yamane** **Councilmember Rodriguez** **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Alejandro Hernandez, Acting City Manager / Police Chief** **Richard Romero, Acting City Attorney** **Shelley Chapel, City Clerk** *(via Zoom)* **Alicia Hicks, Director of Human Resources** **Martha Juarez, Acting Deputy City Manager / Assistant Director of Engineering and Public Works**

---

1 CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:05 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

No Public Comment.

5. CLOSED SESSION

Members retired into Closed Session at 4:05 p.m. and returned at 5:09 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Morrison, Molina, and Romero.

Staff present in Closed Session: Hernandez, Hicks, and Juarez. Applicant was present from 4:05 p.m. to 4:35 p.m.

Assistant City Attorney Romero announcement of actions taken in Closed Session as no reportable action.

5.1 PUBLIC EMPLOYMENT
Government Code Section 54957(b)(1)
Position: City Attorney - Interim

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, January 20, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:10 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 17, 2026.

_____
Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL
CLOSED SESSION

January 20, 2026, 4:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present: **Councilmember Bush** *(arrived at 4:08 p.m.)*
Councilmember Rodriguez
Councilmember Yamane
Vice-Mayor Molina
Mayor Morrison

Others Present: **Alejandro Hernandez, Acting City Manager / Police Chief**
Richard Romero, Acting City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Tonya Hussain, Deputy City Clerk
Alicia Hicks, Human Resources Director *(via Zoom)*
Conchita Waite, Supervising HR Analyst
Bruce Foltz, Director of Finance
Steven Berliner *(Labor Negotiator) (via Zoom)*

---

1 CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 4:06 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush *(arrived 4:08 p.m.)*, Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

There were no public comments.

5. CLOSED SESSION

Members retired into Closed Session at 4:08 p.m. and returned at 5:59 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Morrison, Molina, and Romero.

Staff entered Closed Session at 4:08 p.m. for Item No. 5.1; Hicks, Foltz, Waite, and Hernandez. In addition, Labor Negotiator Berliner joined the session for Item No. 5.2. Staff left Closed Session at 5:59 p.m.

Acting City Attorney Romero announcement of actions taken in Closed Session would be made at the 6:00 p.m. meeting.

5.2 **CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6
Employee Organization:
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Alex Hernandez (Acting City Manager/Police Chief)
Bruce Foltz (Finance Director)
Alicia Hicks (Human Resources Director)
Conchita Waite (Human Resources Supervising HR Analyst)

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, January 20, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 5:59 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 17, 2026.

_____
Ron Morrison, Mayor

REGULAR MEETING MINUTES OF THE CITY COUNCIL

January 20, 2026, 6:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present:	**Councilmember Bush** **Councilmember Rodriguez** **Councilmember Yamane** **Vice-Mayor Molina** **Mayor Morrison**
Others Present:	**Alex Hernandez, Acting City Manager / Police Chief** **Richard Romero, Acting City Attorney** **Shelley Chapel, City Clerk *(via Zoom)*** **Jeremy Day, Fire Captain** **Bruce Foltz, Director of Finance** **Tonya Hussain, Deputy City Clerk** **Martha Juarez, Acting Deputy City Manager** **Brian Krepps, Fire Dept. Division Chief of Operations** **Sam Marrinan, Building Official** **Michael Pacheco, Director of Community Services** **Sean Pfeifer, Management Analyst II** **Ronny Soriano, Neighborhood Services Manager** **Chris Sullivan, Police Captain** **Mikki Vidamo, Management Analyst II** **David Welch, Principal Planner** **Luca Zappiello, Associate Civil Engineer**

1. CALL TO ORDER

A Regular Meeting of the City Council of the City of National City was called to order at 6:08 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush, Rodriguez, Yamane, Molina, Morrison

Interpretation in Spanish provided by Carlos Diaz and Luisa Diaz de Leon.

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Yamane led the Pledge of Allegiance.

4. INVOCATION

Invocation delivered by Albert Mendivil.

5. PUBLIC COMMENT

Mayor Morrison summarized the process for acceptance of live public comment allowing two (2) minutes per comment.

In-Person Comment:

Raymond Juarez
Purita Javier
Cesar Javier
Karen McManus
Angelita
Liliana Armenta
Delise Vann
Wendy Egan
Ed Nieto
Sherry Gogue

Virtual Comment:

Becky Rapp
Barbara Gordon

Written Comment:

Ted Godshalk

6. PROCLAMATIONS AND RECOGNITION

6.1 Proclamation - Mateo R. Camarillo Day

Mayor Morrison presented the Proclamation. The proclamation was accepted by the daughter of Mateo R. Camarillo.

6.2 Employee of the Quarter - Michael Rodgers - Fire Engineer
Presented by Fire Dept. Division Chief of Operations Brian Krepps.

6.3 Introduction of New Hires and Promotions of City Employees

Associate Civil Engineer Luca Zappiello introduced new staff members for the Engineering Department.

Acting City Manager Alex Hernandez, Fire Dept. Division Chief of Operations Brian Krepps, and Neighborhood Services Manager Ronny Soriano.

7. PRESENTATION (Limited to Five (5) Minutes each)

7.1 Kimball Holiday 2025 Recap

Director of Community Services Mike Pacheco provided a PowerPoint presentation.

8. REGIONAL BOARDS AND COMMITTEE REPORTS (Limited to Five (5) Minutes each)

Councilmember Yamane provided an update on San Diego Community Power and her election to the Vice Chair position as well an update for the Sweetwater Authority.

Councilmember Bush provided an update on the Metropolitan Transit System and the discussion of autonomous vehicles and the Overnight Express bus service.

Vice-Mayor Molina spoke to the business of SANDAG and funding for a National City Public Works project.

Councilmember Bush left the dais at 7:09 p.m. and returned at 7:11 p.m.

Mayor Morrison spoke to his participation in the SANDAG Independent Taxpayer Oversight Committee (ITOC) Selection Committee and interviews that were conducted for the selection of individuals to oversee spending. Provided an update on the Regional Solid Waste Association.

9. CONSENT CALENDAR

Motion by Councilmember Yamane, seconded by Councilmember Bush to approve Consent Calendar Items with the exception of Items 9.3, 9.6 through 9.8, 9.11, 9.12, 9.14, and 9.15 pulled for public comment.

Motion carried by unanimous vote.

9.1 Approval of Reading by Title Only and Waiver of Reading in Full of Ordinance on this Agenda

Motion carried by unanimous vote.

9.2 Approval of the City Council Meeting Minutes.

Approve and file.

Motion carried by unanimous vote.

Item pulled for public comment.

9.3 Execute a First Amendment with DTA Public Finance, Inc. formerly identified as David Taussig and Associates, Inc. for Consulting Services

Adopted Resolution No. 2026-01.

Public comment received from Ed Nieto.

Recommendation: Adopt the Resolution Entitled: "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with DTA Public Finance, Inc. dba DTA to Extend the Agreement by Two Years to December 31, 2026 and to Increase the Not-to-Exceed Amount by $13,730, for a Total Not-to-Exceed Amount of $58,990."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Vice-Mayor Molina to adopt the resolution.

Motion carried by unanimous vote.

9.4 Amendments to Extend Terms of the On-Call Consultant Agreements for City's Capital Improvement Program (CIP)

Adopted Resolution No. 2026-02.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute 1) Fourth Amendments to the Agreements with a) HDR Engineering, Inc., b) Kimley-Horn and Associates, Inc., c) KTU&A, d) NV5, Inc., e) STC Traffic, Inc., and e) WSP USA Inc. to Extend the Agreements by One-Year, and 2) a Fifth Amendment to the Agreement with Chen Ryan Associates, Inc. to Extend the Agreement by One-Year."

Motion carried by unanimous vote.

9.5 Awarding a Contract to In The Dirt Engineering for the E. 20th Street Storm Drain Project, CIP No. 25-06.

Adopted Resolution No. 2026-03.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Awarding a Contract to In The Dirt Engineering in the Not-To-Exceed Amount of $339,388 for the E. 20th Street Storm Drain Project, CIP No. 25-06; 2) Authorizing a 15% Contingency in the Amount of $50,908 for any Unforeseen Changes; and 3) Authorizing the Mayor to Execute the Contract."

Motion carried by unanimous vote.

Item pulled for public comment.

9.6 Authorize the Purchase of a Street Sweeper for Public Works Streets and Wastewater Division

Adopted Resolution No. 2026-04.

Public comment received from Thomas Rike.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract #093021-ELG with Haaker Equipment Company for the Purchase of an Elgin Broom Bear Street Sweeper in a Not-to-Exceed Amount of $494,000 for the Public Works Streets and Wastewater Division; and 2) Authorizing the City Manager to Approve Adjustments to the Not-to-Exceed Amount for the Purchase of up to $49,400 as a 10% Contingency for Unforeseen Fluctuations in Pricing."

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to adopt the resolution.

Motion carried by unanimous vote.

Item pulled for public comment.

9.7 First Amendment to the Agreement with West Coast Arborists, Inc. for Specialized Urban Forestry Maintenance Services.

Adopted Resolution No. 2026-05.

In-person public comment was received from Ed Nieto.

Written comment was received from Ted Godshalk.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Mayor to Execute a First Amendment to the Agreement with West Coast Arborists Inc., to Increase the Not-to-Exceed Amount by $180,000, for a Total Not-to-Exceed Amount by $180,000, for a Total Not-to-Exceed Amount of $450,000."

ACTION: Motion by Councilmember Rodriguez, seconded by Councilmember Yamane to adopt the resolution.

Motion carried by unanimous vote.

Item pulled for public comment.

9.8 Purchase of Thirty-two (32) Panasonic Toughbook Mobile Data Computers (MDC's) for Police Department Officers for Use in Patrol Vehicles, Utilizing Funds Awarded by the C.O.P.S. Grants.

Adopted Resolution No. 2026-06.

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto National IPA Technology Solutions Contract #2018011 with CDW-G LLC for the Purchase of Thirty-two Panasonic Toughbook Mobile Data Computers in a Not-to-Exceed Amount of $134,541.81 for the National City Police Department."

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to adopt the resolution.

Motion carried by unanimous vote.

9.9 Accept SDG&E's 2025 SAFE San Diego Grant Program Award of $5,000 for the City's CERT Program.

Adopted Resolution No. 2026-07.

Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the City Manager or his Designee to Accept the San Diego Gas & Electric (SDG&E) 2025 SAFE San Diego Grant Program Funds in the Amount of $5,000 for the National City Community Emergency Response Team (CERT) Program and Authorizing the Establishment of an Appropriation and Corresponding Revenue Budget in the Amount of $5,000 in the Reimbursable Grants City-Wide Fund."

Motion carried by unanimous vote.

9.10 FY 2024-25 AB 1600 DIF Report

Accept and file the report

Motion carried by unanimous vote.

Item pulled for public comment.

9.11 Warrant Register No. 18 for the Period of 10/24/25 through 10/30/25 in the Amount of $2,829,816.63

Public comment received from Ed Nieto.

Recommendation: Ratify Warrants Totaling $2,829,816.63.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for agenda items 9.11, 9.12, 9.14, and 9.15.

Motion carried by unanimous vote.

Item pulled for public comment.

9.12 Warrant Register No. 19 for the Period of 10/31/25 through 11/06/25 in the Amount of $2,138,123.23

Public comment received from Ed Nieto.

Recommendation: Ratify Warrants Totaling $2,138,123.23.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for agenda items 9.11, 9.12, 9.14, and 9.15.

Motion carried by unanimous vote.

9.13 Warrant Register No. 20 for the Period of 11/07/25 through 11/13/25 in the Amount of $619,215.55

Ratify Warrants Totaling $619,215.55.

Motion carried by unanimous vote.

Item pulled for public comment.

9.14 Warrant Register No. 21 for the Period of 11/14/25 through 11/20/25 in the Amount of $2,379,426.57

Public comment received from Ed Nieto.

Recommendation: Ratify Warrants Totaling $2,379,426.57.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for agenda items 9.11, 9.12, 9.14, and 9.15.

Motion carried by unanimous vote.

Item pulled for public comment.

9.15 Warrant Register No. 22 for the Period of 11/21/25 through 11/27/25 in the Amount of $3,062,130.58.

Public comment received from Ed Nieto.

Recommendation: Ratify Warrants Totaling $3,062,130.58.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to ratify the warrants for agenda items 9.11, 9.12, 9.14, and 9.15.

Motion carried by unanimous vote.

9.16 Warrant Register No. 23 for the Period of 11/28/25 through 12/04/25 in the Amount of $2,658,609.11

Ratify Warrants Totaling $2,658,609.11.

Motion carried by unanimous vote.

10. PUBLIC HEARING

10.1 Second Reading and Adoption of Land Use Code Amendment to Restore Omitted Sections 18.10.060, 18.11.120, 18.22.020, 18.30.310, 18.30.340 & 345.

Adopted Ordinance No. 2026-2559.

Item introduced by Principal Planner David Welch.

Mayor Morrison opened the Public Hearing at 7:28 p.m.

In-person public comment:	Virtual Public Comment:
Alisha Morrison	Becky Rapp
Doyle Morrison	Madison Rapp

Written comment:
Ted Godshalk

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:32 p.m.

Recommendation: Hold the Public Hearing and Adopt the Ordinance Entitled: “An Ordinance Amending Sections 18.10.060 (Rules of Measurement), 18.11.120 (Interim Uses), 18.22.020 (Allowed Land Uses Et Seq.), 18.30.310 (Tattoo Parlors Et Al), and 18.30.340 & 345 (Medical Marijuana Dispensaries and Cultivation) of Title 18 (Zoning) of the National City Municipal Code to Restore Previously Omitted Sections.”

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Molina to adopt the ordinance.

Motion carried by unanimous vote.

10.2 Second Reading and Adoption of an Ordinance Adopting the 2025 California Fire Code and the Appendices thereto, Adopting the National Fire Protection Association Standards, and Amending Chapter 15.28 of the National City Municipal Code.

Adopted Ordinance No. 2026-2560.

Mayor Morrison opened the Public Hearing at 7:43 p.m.

There was no public comment.

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:43 p.m.

Recommendation: Hold Public Hearing and Adopt an Ordinance by Second Reading Entitled, “An Ordinance of the City Council of the City of National City, California, Adopting the 2025 California Fire Code and the Appendices thereto, Adopting the National Fire Protection Association Standards, and Amending Chapter 15.28 of the National City Municipal Code.”

ACTION: Motion by Vice-Mayor Molina, seconded by Councilmember Yamane to adopt the ordinance.

Motion carried by unanimous vote.

10.3 Amendments to the Neighborhood Services and Building Department Fees in the 2025 City of National City Master Fee Schedule

Adopted Resolution No. 2026-08.

Item introduced by Building Official Sam Marrinan.

Mayor Morrison opened the Public Hearing at 7:45 p.m.

In-person comment was received from Ed Nieto.

Written comment was received from Ted Godshalk.

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 7:46 p.m.

Recommendation: Hold a Public Hearing and Adopt the Resolution Entitled: “Resolution of the City Council of the City of National City, California, Adopting Updated City User Fees for the Neighborhood Services, Engineering & Public Works, and Building Departments and Updating the Master Fee Schedule.”

ACTION: Motion by Councilmember Yamane, seconded by Vice-Mayor Molina to adopt the resolution.

Motion carried by unanimous vote.

Councilmember Yamane left the dais at 8:07 p.m. and returned at 8:08 p.m.

10.4 Public Hearing - 2025 Development Impact Fees Schedule

Adopted Resolution No. 2026-09.

PowerPoint presentation was provided by DTA Vice President Leni Zarate.

Mayor Morrison opened the Public Hearing at 8:10 p.m.

In-person comment:	Written comment:
Stephan Gaspar	Ted Godshalk
Ed Nieto	

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Rodriguez to close the public hearing.

Motion carried by unanimous vote.

Public Hearing closed at 8:15 p.m.

Recommendation: Hold a Public Hearing and Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Adopting the 2025 Development Impact Fee Schedule" or give staff further direction."

ACTION: Motion by Councilmember Yamane, seconded by Councilmember Bush to adopt Recommendation No. 1 - Adopt the 2025 Development Impact Fee Schedule at the full amount, as determined by DTA Consultants, for new projects that have permit applications submitted on or after April 20, 2026.

Motion carried by unanimous vote.

11. STAFF REPORTS

11.1 Appointment of City Councilmember to Regional Board for San Diego County Water Authority

Adopted Resolution No. 2026-10.

Public comment received from Doyle Morrison.

Recommendation: Adopt the Resolution Entitled, "Resolution of the City Council of the City of National City, California, Confirming the Mayoral Appointment of Member of the City Council to the San Diego County Water Authority Board of Directors."

ACTION: Motion by Mayor Morrison, seconded by Councilmember Yamane to appoint Mayor Morrison to the San Diego County Water Authority.

Motion carried by unanimous vote.

At 8:37 p.m., Mayor Morrison announced that the language interpreter had been released.

11.2 Updating City Council Policies

Presented by City Clerk Shelley Chapel.

Public comment:
Doyle Morrison
Ed Nieto

Recommendation: Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Amending City Council Policy Nos. 101,107, 109, 121, 203, 204, 206, 402, 502, 703, 707, and 904."

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to adopt City Council Policy Nos. 101, 109, 204, 206, 402, 502, 703, 707, and 904.

Motion carried by unanimous vote.

ACTION: Motion by Councilmember Bush, seconded by Vice-Mayor Molina to add language to Policy 107, Item D6 to read, "..and maintain residency during their tenure," and to remove the Veterans & Military Family Advisory Committee from the list noted on page 1 of the policy.

Revisions for Policy 121 to return for discussion at the February 17, 2026 City Council meeting, City Clerk to provide suggested revisions received from Councilmember Rodriguez to the Mayor and City Council, and for all suggested revisions to be sent to the City Clerk by Monday, January 26th for forwarding to the subcommittee.

Revisions for Policy 203 to return for discussion at the February 17, 2026 City Council meeting. Councilmember Yamane and Councilmember Bush to review and forward their suggestion to the City Attorney's Office and Finance Director.

Motion carried by unanimous vote.

12. CITY MANAGER'S REPORT

Acting City Manager Alex Hernandez announced the departure of Finance Director Bruce Foltz.

13. ELECTED OFFICIALS REPORT

Closing remarks were provided by members of the City Council.

13.1 POLICY 105 REQUEST - Our Future is Homeownership - Create a Home Ownership Sub-Committee Requested by Councilmembers Rodriguez & Yamane

Councilmember Yamane introduced the item.

Public comment received from Ed Nieto.

ACTION: Motion by Mayor Morrison, seconded by Councilmember Bush to create a subcommittee consisting of Councilmember Yamane and Councilmember Rodriguez and for the item to return for discussion at a future City Council meeting.

Motion carried by unanimous vote.

14. CITY ATTORNEY REPORT

Mayor Morrison introduced Acting City Attorney Romero who reported on Closed Session Agenda Items 5.1 through 5.4.

Acting City Attorney Romero reported that for Item 5.1 the City Council authorized staff to negotiate a contract for an Interim City Attorney. Approved by four ayes and one abstention.

There was no reportable action for Items 5.2, 5.3, and 5.4.

5.1 PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)
Position to be filled: Interim City Attorney

5.2 CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Employee Organization:
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Alex Hernandez (Acting City Manager / Police Chief)
Richard E. Romero (Acting City Attorney)
Alicia Hicks (Human Resource Director)
Conchita Waite (Human Resources Supervising HR Analyst)
Bruce Foltz (Finance Director)

5.3 PUBLIC EMPLOYMENT
Government Code Section 54957(b)(1)
Position: City Manager

5.4 CONFEFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Conference with Legal Counsel – Existing Litigation
Government Code Section 54956.9 (d) (1)
Name of Case: Tomas M. Gogue, III v. City of National City, et al.
Superior Court of California, County of San Diego
Case No. 37-2024-00031347-CU-PO-CTL

15. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, February 3, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 9:31 p.m.

_____

Tonya Hussain, CMC, Deputy City Clerk

The foregoing minutes were approved at the Regular Meeting of February 17, 2026.

_____

Ron Morrison, Mayor

SPECIAL MEETING MINUTES OF THE CITY COUNCIL
CLOSED SESSION

January 27, 2026, 5:00 p.m.
City Council Chamber - 1243 National City Boulevard
National City, CA

Present: **Councilmember Bush** *(arrived at 5:18 p.m.)*
Councilmember Rodriguez
Councilmember Yamane
Vice-Mayor Molina
Mayor Morrison

Others Present: **Alejandro Hernandez, Acting City Manager / Police Chief**
Richard Romero, Acting City Attorney
Shelley Chapel, City Clerk *(via Zoom)*
Tonya Hussain, Deputy City Clerk
Alicia Hicks, Human Resources Director

Fred Freeman *(Consultant)*

---

1 CALL TO ORDER

A Special Meeting of the City Council of the City of National City was called to order at 5:08 p.m. via teleconference and in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

2. ROLL CALL

Councilmembers present: Bush *(arrived 5:18 p.m.)*, Rodriguez, Yamane, Molina, Morrison

3. PLEDGE OF ALLEGIANCE TO THE FLAG

Councilmember Rodriguez led the Pledge of Allegiance.

4. PUBLIC COMMENT (Public Comment will be restricted to Agenda Items Only)

No Public Comment.

5. CLOSED SESSION

Members retired into Closed Session at 5:08 p.m. and returned at 7:40 p.m. with all members present in attendance: Bush, Rodriguez, Yamane, Morrison, Molina, and Romero.

Staff entered Closed Session at 5:08 p.m. for Item No. 5.1; Hicks, and Hernandez. In addition, Mr. Freeman joined the session at 5:10 p.m. and left at 6:16 p.m. Staff left Closed Session at 7:40 p.m.

Acting City Attorney Romero announced there was no reportable action taken by the City Council.

5.1 **PUBLIC EMPLOYMENT**
Government Code Section 54957(b)(1)
Position: City Manager

5.2 **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Employee Organization:
Police Officers Association (POA)
Agency Designated Representatives:
Steven Berliner (Labor Negotiator)
Alex Hernandez (Acting City Manager/Police Chief)
Alicia Hicks (Human Resources Director)

5.3 **PUBLIC EMPLOYMENT**
Government Code Section: 54957(b)(1)
Position to be filled: Interim City Attorney

6. ADJOURNMENT

Mayor Morrison adjourned to the Regular Meeting of the City Council of the City of National City, Tuesday, February 3, 2026, 6:00 p.m. in the Council Chamber, located in City Hall, 1243 National City Boulevard, National City, California.

The meeting adjourned at 7:41 p.m.

_____
Shelley Chapel, MMC, City Clerk

The foregoing minutes were approved at the Regular Meeting of February 17, 2026.

_____
Ron Morrison, Mayor

AGENDA REPORT

Department: **Engineering & Public Works**
Prepared by: **Tirza Gonzales, Operations Manager**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Authorize the Purchase of a Vactor Truck for the Engineering & Public Works Streets and Wastewater Division

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Waiving the Formal Bid Process Pursuant to National City Municipal Code Section 2.60.260 Regarding Cooperative Purchasing and Authorizing the City to Piggyback onto Sourcewell Contract # 101221-VTR with Vactor Manufacturing for the Purchase of a Vactor 2110-16" Sewer Cleaner Truck in a Not-to-Exceed Amount of $724,000 for the Public Works Streets and Wastewater Division; 2) Authorizing a Fiscal Year 2026 Budget Adjustment to Transfer $124,000 from the Sewer Fund to the Vehicle Acquisition Fund; and 3) Authorizing the City Manager to Approve Adjustments of up to $72,400 to the Not-to-Exceed Amount for the Purchase as a 10% Contingency for Unforeseen Fluctuations in Pricing."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The Public Works Streets and Wastewater Division currently has one Sewer Vactor Truck which is used to clear blockages, avoid spillage, and perform preventative maintenance in the City's sewer infrastructure. This Vactor Truck, purchased in 2016, has exceeded its useful life of 8 years and is scheduled to replaced.

Through adoption of the FY26 annual budget, the City Council approved the purchase of one (1) Sewer Vactor Truck in a not-to-exceed amount of $600,000 through a transfer of Sewer Funds to the Vehicle Acquisition Fund. Staff is requesting the approval of the purchase of one (1) Vactor 2110-16" Sewer Cleaner Truck in a not-to-exceed amount of $724,000, and authorization for the City Manager to approve adjustments to the not-to-exceed amount for the purchase of up to $72,400 as a 10% contingency for unforeseen fluctuations in pricing. If approved, the additional appropriation of $124,000 would be transferred from the Sewer Fund to the Vehicle Acquisition Fund to complete the purchase.

Consistent with Section 2.60.260 of the National City Municipal Code (NCMC) regarding cooperative purchasing, there is an opportunity to piggyback onto the Sourcewell Contract #101221-VTR with Vactor Manufacturing, a division of Federal Signal (supplier for Haaker Equipment Company) to allow for the purchase.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the Sourcewell Contract #101221-VTR with Vactor Manufacturing was competitively bid through a Request for Proposals (RFP) process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council adopt the resolution as stated.

FINANCIAL STATEMENT:
If approved, the total cost for the Vactor Truck is quoted at $724,000. The FY26 adopted budget included an appropriation in the Vehicle Acquisition Fund in the amount of $600,000 for the Vactor Truck, funded by a transfer from the Sewer Fund. An additional appropriation of $124,000 is necessary to complete the purchase. Fund balance in the Sewer Fund (125) is available to support the additional appropriation in the Vehicle Acquisition Fund (644), and if needed, up to a 10% contingency. The budget adjustment details are as follows:

125-85-31-31300-8999- Sewer Fund Transfer-Out: +$124,000
644-10-31-31100-3999- Vehicle Acquisition Fund Transfer-In: +$124,000
644-10-31-31500-7511- Vehicle Acquisition Fund Automotive Equipment (Sewer): +$124,000

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Transportation Choices and Infrastructure

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Haaker Equipment Quote
Exhibit B – Sourcewell Contract 101221-VTR
Exhibit C – Resolution

HAAKER EQUIPMENT
9465 MISSION PARK PLACE, SANTEE, CALIFORNIA 92071
(619) 569-1946 ~ HAAKER.COM

SOURCEWELL QUOTE
JANUARY 28, 2026

TO: CITY OF NATIONAL CITY
1726 WILSON AVENUE
NAITONAL CITY, CA 91950

ATTN: MR. RUBEN HUERTA
(619) 336-4586
EMAIL: rhuerta@nationalcityca.gov

IN ACCORDANCE WITH YOUR REQUEST, WE ARE PLEASED TO SUBMIT THE FOLLOWING PROPOSAL FOR YOUR CONSIDERATION AND APPROVAL BASED ON THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT – CONTRACT #101221-VTR.

ONE (1) NEW DIESEL VACTOR 2110-16" SEWER CLEANER

10-YD DEBRIS, 1,000 GALLONS WATER WITH 16" VACUUM, MOUNTED ON A 2026 KENWORTH T480 6X4 370 HP CHASSIS, WITH CUMMINS L9 ENGINE AND ALLISON 3000RDS TRANSMISSION. INCLUDES THE FOLLOWING STANDARD AND OPTIONAL EQUIPMENT:

STANDARD FEATURES INCLUDED:

- OPERATOR STATION CURBSIDE TOOLBOX
- ALUMINUM FENDERS
- MUD FLAPS
- COLOR CODED SEALED ELECTRICAL SYSTEM
- INTUITOUCH ELECTRONIC PACKAGE
- DOUBLE ACTING HOIST CYLINDER
- HANDGUN ASSEMBLY
- EX-TEN STEEL CYLINDRICAL DEBRIS TANK
- FLEXIBLE HOSE GUIDE
- (3) NOZZLES WITH CARBIDE INSERTS W/RACK
- SUCTION TUBE STORAGE
- 1" NOZZLE PIPE
- 10' LEADER HOSE
- FLAT REAR DOOR W/HYDRAULIC LOCKS
- DUAL STAINLESS-STEEL FLOAT SHUT OFF SYSTEM
- MICROSTRAINER PRIOR TO BLOWER
- LUBE MANIFOLD, WITH LUBE CHART
- DEBRIS BODY VACUUM RELIEF SYSTEM
- DEBRIS DEFLECTOR PLATE
- 48" DUMP HEIGHT
- HOSE REEL CHAIN COVER
- DEBRIS BODY-UP MESSAGE & ALARM
- LOW WATER INDICATOR ON SCREEN W/ALARM AND WATER PUMP FLOW INDICATOR
- 3" Y -STRAINER AT PASSENGER SIDE FILL WITH 25' FILL HOSE
- 1000 GALLONS STD
- ADDITIONAL WATER TANK SIGHT GAUGE
- LIQUID FLOAT LEVEL INDICATOR
- DIGITAL WATER PRESSURE GAUGE
- FRONT JOYSTICK BOOM CONTROL
- BOOM HOSE STORAGE
- BOOM OUT OF POSITION MESSAGE AND ALARM
- TELESCOPIC BOOM ELBOW-STANDARD
- RODDER SYSTEM ACCUMULATOR - JACK HAMMER ON/OFF CONTROL W/ MANUAL VALVE
- 3"Y -STRAINER @ WATER PUMP
- MIDSHIP HANDGUN COUPLING
- CHASSIS ENGINE COOLING PACKAGE
- SIDE MOUNTED WATER PUMP
- DIGITAL HOSE FOOTAGE COUNTER
- HOSE REEL MANUAL HYD EXTEND/RETRACT
- HYDRAULIC TANK SHUTOFF VALVES
- RODDER PUMP DRAIN VALVES
- HYDRAULIC EXTENDING 15" - ROTATING HOSE REEL - 1" X800' CAPACITY
- TACHOMETER/CHASSIS ENGINE W/HOURMETER
- WATER PUMP HOUR METER
- PTO HOUR METER
- HYDRAULIC OIL TEMP ALARM
- TACHOMETER & HOURMETER/BLOWER
- CIRCUIT BREAKERS
- LED LIGHTS- CLEARANCE- BACK-UP- STOP- TAIL & TURN
- TOW HOOKS- FRONT AND REAR
- ELECTRONIC BACK-UP ALARM
- MODULE PAINT- DUPONT IMRON ELITE - WET ON WET
- 8" VACUUM PIPE PACKAGE
- EMERGENCY FLARE KIT
- FIRE EXTINGUISHER 5 LBS.
- FIXED REAR DOOR PIPE RACK -8" PIPE
- "SUBFRAME MOUNTED -2 PIPE RACK - 8"
- VACTOR 2100I BODY DECAL
- VACTOR LOGOS

ADDITIONAL FEATURES INCLUDED

- ☐ BELLYPACK WIRELESS CONTROLS WITH HOSE REEL CONTROLS- 2-WAY COMMUNICATIONS- AND LCD DISPLAY
- ☐ ROTATABLE BOOM INLET HOSE
- ☐ 180 DEG. 10FT TELESCOPING BOOM
- ☐ DEBRIS BODY FLUSHOUT
- ☐ REAR DOOR VALVE FLUSHOUT
- ☐ S.S FLOAT BALL CAGE FOR FLOAT SHUT OFF SYSTEM
- ☐ CENTRIFUGAL SEPARATORS
- ☐ FOLDING PIPE RACK - CURBSIDE -8" PIPE
- ☐ FOLDING PIPE RACK - STREETSIDE -8" PIPE
- ☐ REAR DOOR SPLASH SHIELD
- ☐ DIGITAL DEBRIS BODY LEVEL INDICATOR TIED TO VACUUM RELIEF
- ☐ FRONT BLOWER CONTROLS
- ☐ BLOWER HIGH TEMP SAFETY SHUTDOWN
- ☐ FINAL FILTER AND SILENCER BALL VALVE DRAINS
- ☐ 6" REAR DOOR KNIFE VALVE W/CAMLOC - 3:00 POSITION
- ☐ 6" REAR DOOR KNIFE VALVE W/CAMLOC W/PORT -6:00 POSITION
- ☐ 800' X 1" PIRANHA SEWER HOSE2500 PSI IN LIEU OF STD
- ☐ RODDER HOSE PINCH ROLLER
- ☐ HIGH PRESSURE HOSE REEL
- ☐ HOSE WIND GUIDE (DUAL ROLLER)- AUTO- INDEXING
- ☐ HOSE REEL WRAPPED FOR DELIVERY
- ☐ DIGITAL WATER LEVEL INDICATOR
- ☐ HANDGUN COUPLERS- FRONT AND REAR
- ☐ SAFETY CONE STORAGE RACK - DROP IN STYLE
- ☐ WHEEL CHOCKS AND HOLDERS
- ☐ CORDED- HAND LIGHT W/BUMPER PLUG
- ☐ WIRELESS- WATERPROOF- RECHARGABLE- HANDHELD- LED SPOTLIGHT W/12V CHARGER
- ☐ LED MID-SHIP TURN SIGNALS
- ☐ WORKLIGHTS (2), SELF-LEVELING BOOM LED
- ☐ WORKLIGHTS (2)- LED- REAR DOOR
- ☐ CAMERA SYSTEM- FRONT AND REAR
- ☐ WORKLIGHT- LED- OPERATORS STATION
- ☐ WORKLIGHT- LED- HOSE REEL MANHOLE
- ☐ WORKLIGHT- LED- PASSENGER SIDE
- ☐ WORKLIGHT- LED- DRIVER SIDE
- ☐ TOOLBOX- FRONT BUMPER MOUNTED- 16 X 12 X 18 W/(2) LED SIDE MARKERS
- ☐ LONG HANDLE TOOL STORAGE
- ☐ TOOLBOX- BEHIND CAB - 16W 30H X 96D
- ☐ TOOLBOX- DRIVER SIDE CHASSIS FRAME- 24W X 24H X 24D
- ☐ HYDRO EXCAVATION KIT - INCLUDES LANCES W/ SHIELD- NOZZLES- STORAGE TRAY- AND VACUUM TUBE
- ☐ LATERAL CLEANING KIT W/150' HOSE AND NOZZLE- 25 GPM/2000 PSI LOCATED AT SIDE
- ☐ 80 GPM/2500 PSI JET RODDER PUMP
- ☐ LIGHT PACKAGE TO INCLUDE LED LIGHTBAR, ARROW LED TRAFFIC ADVISOR AND LED STROBES

UNIT PRICE:	$ 677,785.00
SOURCEWELL DISCOUNT:	($ -12,339.00)
SOURCEWELL SUBTOTAL:	$ 665,446.00
SALES TAX (8.750%):	$ 58,226.53
TOTAL PRICE F.O.B. NATIONAL CITY, CA:	**$ 723,672.53**

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: PRICE IS GOOD FOR 60 DAYS. COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.

TAXES: ANY SALES TAX SHOWN IS SUBJECT TO CHANGE. SALES TAX WILL BE CALCULATED AND CHARGED BASED ON CURRENT RATES FOR THE LOCATION OF THE SALE AT TIME OF INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

DELIVERY: TO BE DETERMINED **TERMS:** NET TERMS OR APPROVED FINANCING

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____

BY: Chuy Vallejo _____ **DATE:** _____

JOSE "CHUY" VALLEJO

PARTS/SERVICE/OUTSIDE SALES MGR.

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 11:51 AM CST

Vactor Manufacturing,
a division of Federal Signal

By: DocuSigned by: David Panizzi 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 12/20/2021 | 11:57 AM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 2:05 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153
HST#:	36-2351764

Submission Details

Created On:	Thursday September 16, 2021 12:18:49
Submitted On:	Monday October 11, 2021 14:51:07
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address:	4.28.67.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manaufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vactor Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vactor Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vactor is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vactor is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vactor Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vactor is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vactor Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydo vas. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	(•) Yes ( ) No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- Financial Strength and Stability - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- Marketing Plan/Samples - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- Standard Transaction Document Samples - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO SOURCEWELL CONTRACT # 1011221-VTR WITH VACTOR MANUFACTURING FOR THE PURCHASE OF A VACTOR 2210-16" SEWER CLEANER TRUCK IN A NOT-TO-EXCEED AMOUNT OF $724,000 FOR THE PUBLIC WORKS STREETS AND WASTEWATER DIVISION; 2) AUTHORIZING A FISCAL YEAR 2026 BUDGET ADJUSTMENT TO TRANSFER $124,000 FROM THE SEWER FUND TO THE VEHICLE ACQUISITION FUND; AND 3) AUTHORIZING THE CITY MANAGER TO APPROVE ADJUSTMENTS OF UP TO $72,400 TO THE NOT-TO-EXCEED AMOUNT FOR THE PURCHASE AS A 10% CONTINGENCY FOR UNFORESEEN FLUCTUATIONS IN PRICING.

WHEREAS, the Public Works Streets and Wastewater Division utilizes a 2016 sewer Vactor truck that is used to clear blockages, avoid spillage, and perform preventative maintenance in the City's sewer infrastructure, which has exceeded its useful life of 8 years and is scheduled to be replaced; and

WHEREAS, the City of National City has an opportunity to piggyback onto the Sourcewell Contract #101221-VTR with Vactor Manufacturing, a division of Federal Signal (supplier for Haaker Equipment Company) to allow for the purchase of a new Vactor truck; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case, therefore, it is recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code; and

WHEREAS, National City's Purchasing staff has confirmed that the Sourcewell Contract # 101221-VTR with Vactor Manufacturing was competitively bid through a Request for Proposals process, and that the Sourcewell procurement procedures are in substantial compliance with those of National City; and

WHEREAS, the adopted budget for Fiscal Year 2026 for the acquisition of the Vactor truck was $600,000, which is $124,000 less than the amount needed to procure the vehicle, necessitating a budget augmentation of $124,000; and

WHEREAS, City staff recommends that the City Council authorize a Fiscal Year 2026 budget adjustment to transfer $124,000 from the Sewer Fund to the Vehicle Acquisition Fund for the purchase; and

WHEREAS, City staff recommends adoption of the resolution as stated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizes the City to piggyback onto Sourcewell Contract # 101221-VTR with Vactor Manufacturing for the purchase of a Vactor 2110-16" Sewer Cleaner Truck in a not-to-exceed amount of $724,000 for the Public Works Streets and Wastewater Division.

Section 2: That the City Council hereby authorizes a Fiscal Year 2026 Budget Adjustment to transfer $124,000 from the Sewer Fund to the Vehicle Acquisition Fund for the purchase.

Section 3: That the City Council hereby authorizes the City Manager to approve adjustments of up to $72,400 to the not-to-exceed amount for the purchase as a 10% contingency for unforeseen fluctuations in pricing.

.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of February, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Engineering and Public Works**
Prepared by: **Luca Zappiello, Principal Civil Engineer**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Execution of a Grant Agreement with the Federal Highway Administration for $144,000 through the Safe Streets and Roads for All Grant Program.

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, 1) Authorizing the City Manager to Execute a Grant Agreement with the Federal Highway Administration through the Safe Streets and Roads for All Grant Program; 2) Authorizing the Establishment of an Engineering Grants Fund Appropriation of $144,000 and Corresponding Revenue Budget; and 3) Committing to Providing a Local Match of $36,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) oversees the Safe Streets and Roads for All (SS4A) grant program, which aims to improve roadway safety by substantially reducing traffic-related fatalities and serious injuries.

In May 2024, the City of National City applied for grant funding through the SS4A program for the 8th Street and Roosevelt Avenue Transportation Corridor Safety Project. In September 2024, staff was notified that while the project did not score high enough to qualify for full funding, FHWA was able to offer partial funding in the amount of $144,000 for supplemental planning activities. Staff coordinated with FHWA to program the funds to update the safety data analysis and conduct public engagement for the City's Systemic Safety Analysis Report Program (SSARP)/Local Roadway Safety Plan (LRSP). The goal is to identify and prioritize projects that will reduce or eliminate roadway fatalities and serious injuries for all road users.

Execution of the attached agreement (Exhibit A) is required to authorize work and allow staff to request reimbursement for eligible project expenses. A required local match in the amount of $36,000 is available through prior City Council appropriations for Traffic Monitoring and System Improvements.

FINANCIAL STATEMENT:
SS4A Grant (Federal): +$144,000
Expenditure Account No. 296-10-18-18500-7598-6624296 (new appropriation)
Revenue Account No. 296-10-31-31100-3498-6624296
Local Match for SS4A Grant $36,000
Expenditure Account No. 100-10-18-18500-7598-6573100 (funds available through prior City Council appropriations)

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A - Agreement
Exhibit B - Resolution

1. Federal Award No.
693JJ32640345

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of National City
1243 National City Blvd
National City, CA 91950

Unique Entity Id.: DWSKT6H5J5F3
TIN No.: 95-6000749

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective date of award – 36 months

7. Total Amount

Federal Share:	$144,000
Recipient Share:	$ 36,000
Other Federal Funds:	$ 0
Other Funds:	$ 0
Total:	$180,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA250299PR

11. Federal Funds Obligated
$144,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.41010.61006600

14. Description of the Project
Update the safety data analysis and public engagement of the City's Systemic Safety Analysis Report Program (SSARP)/Local Roadway Safety Plan (LRSP).

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Alejandro Hernandez

Title: Acting City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Veronica R. Jacobson

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of National City (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the 8th Street and Roosevelt Avenue Transportation Corridor Safety Project.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: 8th Street and Roosevelt Avenue Transportation Corridor Safety Project

Application Date: 05/16/2024

2.2 Award Amount.

SS4A Grant Amount: $144,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase as follows:

The City of National City will hire an engineer to update the safety data analysis and conduct public engagement of the City's Systemic Safety Analysis Report Program (SSARP)/Local Roadway Safety Plan (LRSP).

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	10/30/2028
Planned SS4A Final Report Date:	11/30/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$144.000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$36,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$180,000

(b) [RESERVED]

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Stephen Manganiello
Director Public Works/City Engineer
City of National City
1243 National City Blvd
National City, CA 91950
619-336-4383
SManganiello@nationalcityca.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Stephen Manganiello	Director Public Works/City Engineer
Martha Juarez	Asst. Director of Engineering/Public Works
Luca Zappiello	Associate Engineer - Civil

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – California-
Agreement Officer's Representative (AOR)
650 Capitol Mall, Ste. 4-100
Sacramento, CA 95814
916-498-5015
Hdaca@dot.gov

and

Mike Shami
California Division Office Lead Point of Contact
Competitive Grant Manager
650 Capitol Mall, Suite 4-100, Sacramento, CA 95814
(916) 498-5853
Mike.shami@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

N/A

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the

ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of National City, California

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Scope: N/A

Schedule: The schedule in the application material form SF 424 showed a start date of 10/01/2024 and end date of 04/30/2029 for a total project duration of 55 months. The revised Period of Performance takes into consideration information learned since the time of application, such as how long similar SS4A projects are currently taking and Program Office recommendation. Fifty-five months has been removed from the Period of Performance for a total of a 36-month Period of Performance. The reduced period of performance is due to the revised estimate of time it will take to complete the scope within the budget.

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards.

This project is in the planning phase, but the City of National City is committed to ensuring that it leads to good-paying jobs. The City will make sure that employees receive fair wages and that there are no restrictions on their right to join a union.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, 1) AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION THROUGH THE SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM; 2) AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF $144,000 AND CORRESPONDING REVENUE BUDGET; AND 3) COMMITTING TO PROVIDING A LOCAL MATCH OF $36,000.

WHEREAS, the United States Department of Transportation Federal Highway Administration ("FHWA") oversees the Safe Streets and Roads for All ("SS4A") grant program, which aims to improve roadway safety by substantially reducing traffic-related fatalities and serious injuries; and

WHEREAS, in May 2024, the City of National City ("City") applied for grant funding through the SS4A program for the 8th Street and Roosevelt Avenue Transportation Corridor Safety project ("Project"); and

WHEREAS, in September 2024, staff received notification from FHWA that the City had been awarded partial funding for the Project in the amount of $144,000 for supplemental planning activities, with a required local match from the City of $36,000; and

WHEREAS, the SS4A grant funds will be used to update the safety data analysis and conduct public engagement for the City's Systemic Safety Analysis Report Program/Local Roadway Safety Plan; and

WHEREAS, funds are available to meet the local match utilizing prior City appropriations for Traffic Monitoring and System Improvements; and

WHEREAS, City staff recommends the City Council adopt this Resolution authorizing the City Manager to execute the grant agreement with FHWA for the Project to allow reimbursement for eligible project expenses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the City Manager to execute a grant agreement with the Federal Highway Administration through the Safe Streets and Roads for All Grant Program.

Section 2: That the City Council hereby authorizes the establishment of an Engineering Grants Fund appropriation of $144,000 and corresponding revenue budget.

Section 3: That the City Council hereby authorizes to commit to providing a local match of $36,000 from the Traffic Monitoring and System Improvements project.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of February, 2026.

_____
Ron Morrison, Mayor

ATTEST:

_____
Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

_____
Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: **Planning**
Prepared by: **David Welch, Principal Planner**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Notice of Decision – Planning Commission Approval of a Conditional Use Permit (CUP) for On-Site Beer and Wine Sales at a New Restaurant to be Located at 21 West 7th Street.

RECOMMENDATION:
Staff recommends Approval of Beer and Wine Sales for On-Site Consumption (ABC Type-41) at a New Restaurant, Subject to the Recommended Conditions in the Attached Planning Commission Resolution No. 2026-01, and a Determination that the Project is Exempt from CEQA. The Sale of Alcohol is a Conditionally-Allowed Use in Development Zone 1B and would be Accessory to Food Sales at the New Restaurant.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
The Planning Commission recommended approval of the Conditional Use Permit with modified conditions by unanimous vote of those present. Commissioner Sanchez was absent. A condition of approval related to the provision of security for the proposed use was modified for more clarity and a reduction in the required hours.

EXPLANATION:
The applicant intends to operate a restaurant in conjunction with a previously-approved outdoor commercial recreation facility and has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The proposed hours for alcohol sales are 8:00 a.m. to 11:00 p.m. daily.

The Planning Commission conducted a public hearing on February 2, 2026, and voted to recommend approval of the request based on the attached findings and modified conditions of approval in Exhibit A, Planning Commission Resolution No. 2026-01. The attached Planning Commission staff report in Exhibit B describes the proposal in detail.

FINANCIAL STATEMENT:
An application fee of $3,700 was paid with the submittal of the subject CUP. Fees are anticipated to cover the cost of staff review time and processing of the permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Balanced Budget and Economic Development

ENVIRONMENTAL REVIEW:
This is a project under CEQA subject to a Categorical Exemption. New Construction or Conversion of Small Structures. CCR 15303.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – PC Resolution 2026-01
Exhibit B – 2025-27 CUP Staff Report
Exhibit C – PC PowerPoint Slides

RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.
CASE FILE NO. 2025-27 CUP
APN: 555-052-15

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at a new restaurant to be located at 21 West 7th Street. At a duly advertised public hearing held on February 2, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2025-27 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 2, 2026, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales are allowable within Development Zone 1B, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. It is incidental to a new restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales, subject to a CUP, which is consistent with the General Plan. In addition, a restaurant with

alcohol sales is consistent with the Development Zone 1B land use designation contained in the Downtown Specific Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is developed below the prescribed density in the specific plan and will be occupied by a small 2,090 square-foot clubhouse from which the restaurant will operate. The intensity of development was previously analyzed for Development Zone 1B at the time the Downtown Specific Plan was approved. The proposed alcohol sales would be incidental to the primary use of food sales.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because only a small building is proposed for the use, which is below the prescribed intensity of uses for Development Zone 1B. The proposed alcohol sales would be incidental to the primary use of food sales.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. No live entertainment is proposed on site.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 3, Section 15303 (New Construction or Conversion of Small Structures) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed for a new restaurant to be operated out of a proposed 2,090 square foot commercial structure and the use is similar to other commercial uses in the area, which are permitted in Development Zone 1B.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in Development Zone 1B, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add to the character and vibrancy of the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a new restaurant to be located at 21 West 7th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-27 CUP, dated 11/11/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.

6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the San Diego County Clerk and submitted to the National City Planning Department.

Planning

8. No alcohol sales or consumption shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. to 11:00 p.m. daily.
11. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
12. Alcohol shall be available only in conjunction with the purchase of food.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. Signs shall be posted in the restaurant, including on all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant and may not be taken off-premises.
15. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.

16. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.

17. The operator shall provide a security guard on-site between the hours of 5 p.m. to 11 p.m. daily. The security guard shall be available to both patrol the site and, at the request of patrons, provide complimentary escorts to vehicles parked within a one block radius of the facility.

18. The operator shall maintain and operate on-site security cameras with the capability to monitor both on site activities and adjacent sidewalks on Roosevelt Avenue and West 7th Street. The presence of cameras shall be made known to passersby by the installation of visible signage.

19. The restaurant shall display language in plain sight that requests patrons to refrain from consuming alcohol prior to engaging in sports activities to reduce the risk of injuries or accidents.

20. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

21. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk. The City Council may, at that meeting, review or appeal the decision of the Planning Commission by setting the matter for a public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 2, 2026, by the following vote:

AYES: Valenzuela, Quinones, Castle-Salgado, Miller, Gogue, Armenta..

NAYS: None.

ABSENT: Sanchez.

ABSTAIN: None.

[redacted]

CHAIRPERSON

COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING DIVISION
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:	PUBLIC HEARING – DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.
Case File No.:	2025-27 CUP
Location:	21 W. 7th Street
Assessor's Parcel No:	555-052-15
Staff report by:	David Welch, Principal Planner
Applicant:	Padel Life LLC
Zoning designation:	Downtown Specific Plan Development Zone 1B (DSP-DZ 1B)
Adjacent use and zoning:	
North:	Rodeway Inn motel / DSP-DZ 1B
East:	Commercial retail buildings / DSP-DZ 1B
South:	Ramada hotel across W. 7th Street / DSP-DZ 1B
West:	Interstate 5 / Caltrans right-of-way
Environmental review:	Categorically exempt from environmental review pursuant to Class 3, Section 15303 (New Construction or Conversion of Small Structures)
Staff recommendation:	Approve

Staff Recommendation

Staff recommends approval of the request for on-site beer and wine sales, subject to the recommended conditions in the attached resolution and a determination that the project is exempt from CEQA. The sale of alcohol is a conditionally-allowed use in Development Zone 1B of the Downtown Specific Plan (DSP) and would be accessory to food sales at a restaurant.

Executive Summary

The applicant intends to operate a restaurant in conjunction with a previously-approved outdoor commercial recreation facility and has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. The applicant is proposing alcohol sales from 8:00 a.m. to 11:00 p.m. daily.

Site Characteristics

The new restaurant is proposed to operate within a new athletic facility comprised of five padel tennis courts and one pickleball court. The facility will also include a clubhouse occupying approximately 2,090 square feet of the currently vacant 24,106 square-foot site.

Development Zone 1B (DZ-1B) allows for both residential and commercial use and the surrounding area is a mix of lodging, restaurants, a gas station, retail, a charter school, and small offices. In addition, the west side of the site faces Interstate 5 across Roosevelt Avenue. The nearest residential units are over 300 feet from the site. However, a building permit has been filed for the construction of one unit on the property to the east.

Proposed Use

The applicant is proposing beer and wine sales (ABC Type-41) in conjunction with food sales at the restaurant. Restaurant hours will be 8:00 a.m. to 11:00 p.m. daily. Proposed hours for alcohol sales are the same as the restaurant. On-site consumption would be permitted in the outdoor seating area between the athletic courts and the clubhouse. No live entertainment is proposed with this permit and the applicant intends to host infrequent tournaments through a separate Temporary Use Permit (TUP) process. The recreation facility is still in the development process and only minor grading has occurred as of the writing of this report.

Analysis

Section 18.30.050 of the Land Use Code (LUC) allows for on-site alcohol sales with an approved Conditional Use Permit (CUP). Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. City Council Policy 707 also regulates alcohol sales in the city.

Hours of Operation

Restaurants with on-site alcohol sales have been approved with varying hours throughout the city. Most recently, five restaurants in 2024 and 2025 were approved for on-site alcohol sales of beer and wine (ABC Type-41). For reference, the recent restaurants are:

Name	Address	License Type*	Approved Hours
La Malcriada Birrieria	1604 E 18th St.	41	8:00 a.m. - 10:00 p.m. inside 8:00 a.m. - 9:00 p.m. outside
Tacos El Franc	3030 Plaza Bonita Rd.	41	10:00 a.m. - 10:00 p.m. daily
Mariscos La Capital	801 National City Blvd.	41	8:00 a.m. - 11:30 p.m. daily
La Malquerida by Dolce	1524 McKinley Ave.	41	8:00 a.m. – 10:00 p.m. daily
Zhangliang Malatang Spicy Hotpot	1430 E Plaza Blvd. Ste. E20	41	11:00 a.m. – 11:00 p.m. daily

*Type 41 – On-Sale Beer and Wine

The proposed hours for alcohol sales are from 8:00 a.m. to 11:00 a.m. daily, which is similar to these recent approvals. However, in this case patrons will be in an exclusively outdoor setting. The proposed restaurant is located within DZ-1B, which is intended to include both visitor-serving commercial and entertainment uses. It should be noted that a Type 41 ABC license (On Sale Beer & Wine – Eating Place) requires that alcohol sales not exceed food sales. In addition, City Council 707 requires that alcohol must be purchased with food.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 483 occupants and owners. No public comment has been received as of the writing of this report.

Community Meeting - Pursuant to Section 18.30.050 (C) of the LUC, a community meeting was held Tuesday, August 19, 2025 at 6:00 p.m. at a nearby

restaurant. The meeting advertisement is attached (Attachment 8); there were no community members in attendance.

Distance Requirements - Section 18.030.050 (D) of the LUC requires a 660-foot distance from any public school (kindergarten through twelfth grade); there are no such public schools within 660 feet of the site.

Alcohol Sales Concentration/Location

According to the California Department of Alcoholic Beverage Control (ABC), there are currently 17 on-site licenses in Census Tract 219, where a maximum of three are recommended. Therefore, the census tract is considered to be overconcentrated by ABC with regard to on-site alcohol sales outlets. Census Tract 219 is the area west of National City Boulevard from Division Street to the southern City boundary and into the City of Chula Vista. Of the 17 outlets, one is an fraternal organization, 10 are located within National City, and six are located in Chula Vista. The nearest existing license location is at the Ramada hotel at 700 National City Boulevard. One additional on-sale alcohol CUP was recently approved in the tract.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 17 points, which places it in the Medium Risk category (Medium Risk is considered 13 to 18 points). The applicant revised their request since PD reviewed the application, but it would still be considered Medium Risk (14 points). The Risk Assessment is included as Attachment 6. PD also raised concerns related to the high crime rate in the area, no known plans for monitored parking or the incorporation of Crime Prevention Through Environmental Design (CPTED), and the concentration of alcohol-related businesses.

Staff is recommending conditions of approval to alleviate some of the concerns related to high crime rate in the surrounding are. These include the presence of a security guard on-site that is available to escort patrons to their parked vehicles during evening hours and additional security cameras that can monitor adjacent sidewalks. The previous CUP approved for the property also limited the height of opaque walls or fencing to four feet along street frontage to create additional visibility between the facility and the adjacent streets.

Institute for Public Strategies

Comments were received from IPS with the following considerations:

1. To prevent injuries, the Responsible Hospitality Coalition of San Diego County recommends refraining from selling alcohol to patrons who have yet completed and padel or pickleball games they intend to engage in.
2. Require that servers/management check for valid identification for patrons appearing under the age of thirty (30), rather than twenty-one (21), when patrons order alcohol, due to the community, civic, and private events expected to take place throughout the facility.
3. Require that food service is always available during the hours that alcohol is sold.
4. Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area.

Conditions of approval have been included in the draft resolution discouraging the sale of alcohol to patrons who still plan to participate in games at the facility, age verification checks, and a requirement that alcohol will only be offered with the purchase of food. Any further guidelines or policies related to the approval of alcohol licenses should be reviewed by the City Council in conjunction with the approved Policy 707.

Findings for Approval

The following are the required findings in the attached draft resolution:

1. Allowable Use: Alcohol sales are allowable within Development Zone 1B of the Downtown Specific Plan, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. The use is incidental to a proposed restaurant use in a mixed-use area.

2. General Plan Consistency: Alcohol sales are a permitted use, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is consistent with the Development Zone 1B land use designation on the Downtown Specific Plan.

3. Compatibility, LUC, and Traffic: The intensity of development was analyzed for Development Zone 1B at the time the Downtown Specific Plan was approved. The site is being developed below the prescribed density in the specific plan and will be occupied by a small 2,090 square-foot clubhouse from which the restaurant will operate. The site is physically suitable for the

type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints. The proposed use would be incidental to the primary use of food service.

4. No Nuisance: The proposed use will be subject to conditions that limits the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. There is no live entertainment proposed on site.

5. California Environmental Quality Act (CEQA): The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 3, Section 15303 (New Construction or Conversion of Small Structures) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed for a new restaurant to be operated out of a proposed 2,090 square foot commercial structure and the use is similar to other commercial uses in the area, which are permitted in Development Zone 1B.

6. Public Convenience and Necessity: The restaurant, a permitted use in Development Zone 1B, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add to the character and vibrancy of the area.

Findings for Denial

The following are findings for denial:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already sixteen restaurants or bars in the same Census Tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

Conditions of Approval

Based on the comments provided by IPS and PD, additional conditions have been added to address security concerns and protect patrons from unsafe play. The applicant's proposed hours of operation are also included in the draft resolution.

Standard Conditions of Approval have been included with this permit as well as conditions specific to on-site alcohol sales per Council Policy 707 (hours of operation, employee training, and accessory sales, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in Development Zone 1B, which is intended for a variety of uses including visitor-serving commercial and entertainment. A restaurant use serving alcohol will contribute to the viability of the district. Beer and wine will only be available with the sale of food and draft conditions are intended to reduce the potential for any impacts on the surrounding area. Additional conditions related to safety and security address comments by the PD and IPS.

Options

1. Find the project exempt from CEQA under Class 3 of the CEQA Guidelines Section 15303 or other exemption and approve 2025-27 CUP, subject to the conditions included in the Resolution, or other conditions, and based on the findings included in the Resolution, or other findings to be determined by the Planning Commission; or,

2. Find the project not exempt from CEQA and/or deny 2025-27 CUP based on the attached findings or findings to be determined by the Planning Commission; or,

3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Draft Resolutions

2. Overhead
3. Applicant's Plans (Exhibit A, Case File No. 2025-27 CUP, dated 11/11/2025)
4. Public Hearing Notice (Sent to 483 property owners & occupants)
5. Census Tract & Police Beat Maps
6. Police Department Comments
7. Institute for Public Strategies Comments
8. Community Meeting Information

RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.
CASE FILE NO. 2025-27 CUP
APN: 555-052-15

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for beer and wine sales at a new restaurant to be located at 21 West 7th Street. At a duly advertised public hearing held on February 2, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2025-27 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 2, 2026, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales are allowable within Development Zone 1B, pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report. It is incidental to a new restaurant use in a mixed-use area.

2. The proposed use is consistent with the General Plan and any applicable specific plan, because the Land Use Code permits alcohol sales, subject to a CUP, which is consistent with the General Plan. In addition, a restaurant with alcohol sales is

consistent with the Development Zone 1B land use designation contained in the Downtown Specific Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is developed below the prescribed density in the specific plan and will be occupied by a small 2,090 square-foot clubhouse from which the restaurant will operate. The intensity of development was previously analyzed for Development Zone 1B at the time the Downtown Specific Plan was approved. The proposed alcohol sales would be incidental to the primary use of food sales.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints, because only a small building is proposed for the use, which is below the prescribed intensity of uses for Development Zone 1B. The proposed alcohol sales would be incidental to the primary use of food sales.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the proposed use will be subject to conditions that limit the sale of beer and wine as well as the hours that it will be available. Beer and wine will only be available with the sale of food. In addition, all staff members serving alcohol are required to receive RBSS training. No live entertainment is proposed on site.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt from environmental review pursuant to Class 3, Section 15303 (New Construction or Conversion of Small Structures) for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit. The reason for the exemption is that the use is proposed for a new restaurant to be operated out of a proposed 2,090 square foot commercial structure and the use is similar to other commercial uses in the area, which are permitted in Development Zone 1B.

7. The proposed use is deemed essential and desirable to the public convenience or necessity, because the restaurant, a permitted use in Development Zone 1B, will benefit from the sale of alcohol by providing for a wider diversity of businesses that add to the character and vibrancy of the area.

8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages in accordance with applicable law and the recommended conditions. The use, as proposed and conditioned, will operate in harmony with surrounding uses, will not cause a nuisance, and will benefit the community looking for a quality restaurant experience.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a new restaurant to be located at 21 West 7th Street. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2025-27 CUP, dated 11/11/2025.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Division, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant or owner shall also submit evidence to the satisfaction of the Planning Division that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant or owner shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Director of Community Development prior to recordation.
3. This permit shall become null and void at such time as there is no longer a Type 41 California Department of Alcoholic Beverage Control license associated with the property.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.

6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval or applicable law.
7. *Within four* (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the San Diego County Clerk and submitted to the National City Planning Department.

Planning

8. No alcohol sales or consumption shall be permitted until the applicant has been issued a Type 41 license from the California Department of Alcoholic Beverage Control.
9. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
10. The sale of alcoholic beverages shall only be permitted between the hours of 8:00 a.m. to 11:00 p.m. daily.
11. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by the Planning Manager or designee or other employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
12. Alcohol shall be available only in conjunction with the purchase of food.
13. The sale of alcoholic beverages for off-site consumption is not permitted at this location.
14. Signs shall be posted in the restaurant, including on all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant and may not be taken off-premises.
15. No live entertainment is permitted without modification of this CUP or issuance of a Temporary Use Permit.

16. All activities shall comply with the noise limits contained in Table III of Title 12 of the National City Municipal Code.
17. The operator shall provide a security guard on-site during hours of operation that the sale of alcoholic beverages is made available to patrons. The security guard shall be available to both patrol the site and offer complimentary escort for patrons parked within reasonable distance of the facility.
18. The operator shall maintain and operate on-site security cameras with the capability to monitor both on site activities and adjacent sidewalks on Roosevelt Avenue and West 7th Street. The presence of cameras shall be made known to passersby by the installation of visible signage.
19. The restaurant shall display language in plain sight that requests patrons to refrain from consuming alcohol prior to engaging in sports activities to reduce the risk of injuries or accidents.
20. The operator of the business shall maintain an active business license and ensure that the business license is renewed annually.

Police

21. The permittee shall comply with all applicable law, including, but not limited to the regulatory provisions of the Business and Professions Code that pertain to the sale, serving, and consumption of alcoholic beverages.

Indemnification Agreement

The Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify the Applicant of any claim, action, or proceeding. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, the Applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Applicant shall not be required to pay or perform any settlement unless such settlement is approved by the Applicant.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk. The City Council may, at that meeting, review or appeal the decision of the Planning Commission by setting the matter for a public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 2, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

RESOLUTION NO. 2026-01

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
DENYING A CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.
CASE FILE NO. 2025-27 CUP
APN: 555-052-15

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for on-site beer and wine sales at a new restaurant to be located at 21 West 7th Street. At a duly advertised public hearing held on February 2, 2026, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2025-27 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on February 2, 2026 support the following findings:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the addition of on-site alcohol sales may increase the propensity for over-consumption of alcohol and increase the potential for impacts to the surrounding area.

2. The proposed use is not deemed essential to the public necessity, as there are already sixteen restaurants or bars in the same Census Tract that serve alcohol.

3. Based on the above findings, public convenience and necessity will not be served by a proposed use of the property for the on-site sale of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk. The City Council may, at that meeting, review or appeal the decision of the Planning Commission by setting the matter for a public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of February 2, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

_____
CHAIRPERSON

2025-27 CUP – 21 W. 7th Street – Overhead



N

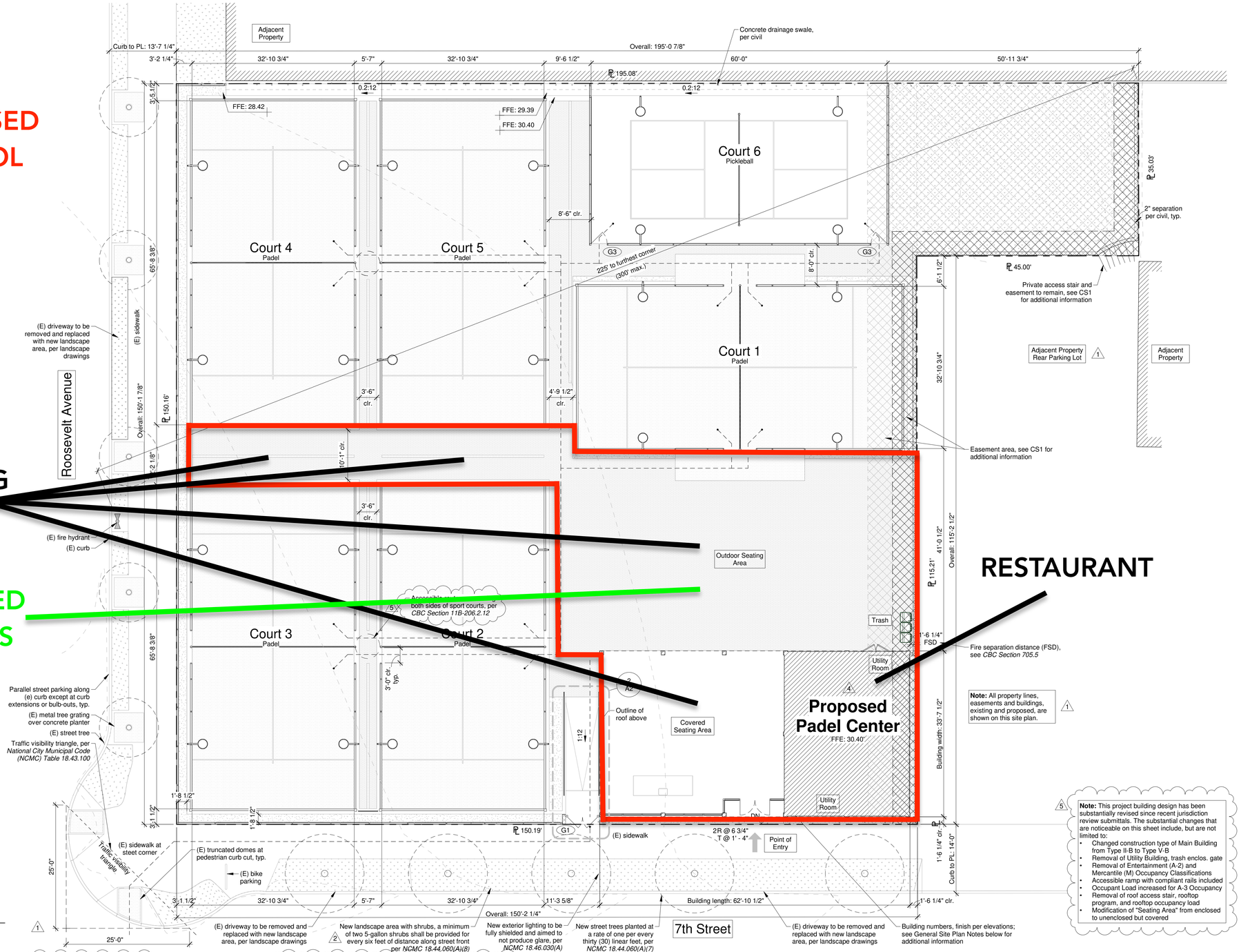
ATTACHMENT 2

EXHIBIT A
CASE FILE NO.: 2025-27 CUP
DATE: 11/11/2025

PROPOSED ALCOHOL AREA

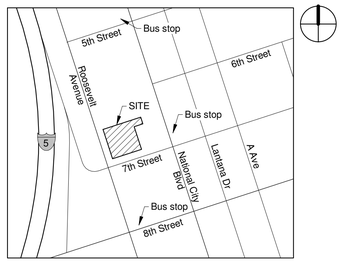
SEATING AREA

PROPOSED SPEAKERS



1 Site Plan
1" = 10'-0"

Transit Map:



Parking Count:

Vehicular Parking:

Required Parking Spaces:	0 total
Provided Parking Spaces:	0 total

Notes:
1. See the Site Plan above for existing parking locations for both vehicular and bike parking designations.

Impervious Surface Area:

No.	Name	Dimensions	Area
Impervious			
BLDG	Main Building	See dimensions per plans	2090 SF
CRT	Courts - Padel Wall	13" W all around Padel Courts	996 SF
CRT	Courts - Pickleball	Min. court size 44'-0" x 20-0"	3600 SF
EXT	Other Impervious	See dimensions per plans	753 SF
			7439 SF
Pervious			
CRT	Courts - Padel	Approx. 65'-7" x 32'-9" (20m x 10m)	11148 SF
EXT	Pervious (Graded)	See dimensions per plans	1850 SF
EXT	Pervious (Gravel)	See dimensions per plans	3669 SF
			16667 SF
Total disturbed area:			24106 SF

Notes:
1. All existing pervious and impervious areas are to be removed. Areas shown above are new areas.
2. Dimensions shown are approximate; accurate area tabulation may be obtained using digital design software. All areas listed are as designed.
3. Regular maintenance and upkeep of pervious surfaces will be required to ensure that surface remains pervious. Do not seal pervious surface after installation. See civil drawings for typical installation.

Note: Constructed pervious surfaces are not to be sealed.

Legend:

- Concrete & Hardscape
- Permeable Pavers
- Landscape
- Gravel
- Porous Concrete
- Drainage Slope
- Easement Areas, see CS1 for additional information
- Accessible Route
- Trench Drains, per Civil

General Site Plan Notes:

1. See GN1, Section 4.106, for California Green Building Code site development standards.
2. See Door & Gate Schedule on SC1 for additional information regarding perimeter and sport court gates.
3. See civil drawings for all stormwater best management practices (BMP).
4. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast in color to the background. Numbers shall be min. 4" high with min. stroke width of 1/2" per *California Fire Code (CFC) 505.1*.
5. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with *UL 1037*, and shall contain keys to gain necessary access as required by the fire code official. *CFC 506.1*
6. Any portion of a fence or other structure within 5'-0" of a building shall be constructed per one of the following, per *County Building Code 92.1.7124.1*:
   A. Noncombustible material
   B. Approved exterior fire-retardant treated wood
   C. Material meeting same fire-resistive standards as exterior walls of the building

ATTACHMENT 3

project: Padel Center
21 W 7th Street, National City, California 91950

architect: christian rice architects, inc.
1127 loma ave, coronado, ca 92118 p 619.522.9040

LICENSED ARCHITECT [redacted] 10-31-25 RENEWAL DATE STATE OF CALIFORNIA

drawn by: CDB

drawing date: 22 February 2024

revisions:

rev.	date	notes
1	05.30.24	1st Round Corrections
2	07.08.24	2nd Round Corrections
4	10.23.24	Plan Revision I
5	03.xx.25	Plan Rev. 1 - 1st Round Corrections

sheet title: Site Plan

drawing number: A1

NOTICE OF PUBLIC HEARING

DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CLASS 3 OF THE CEQA GUIDELINES SECTION 15303 (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES) AND CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET.

CASE FILE NO.: 2025-27 CUP

APN: 555-052-15

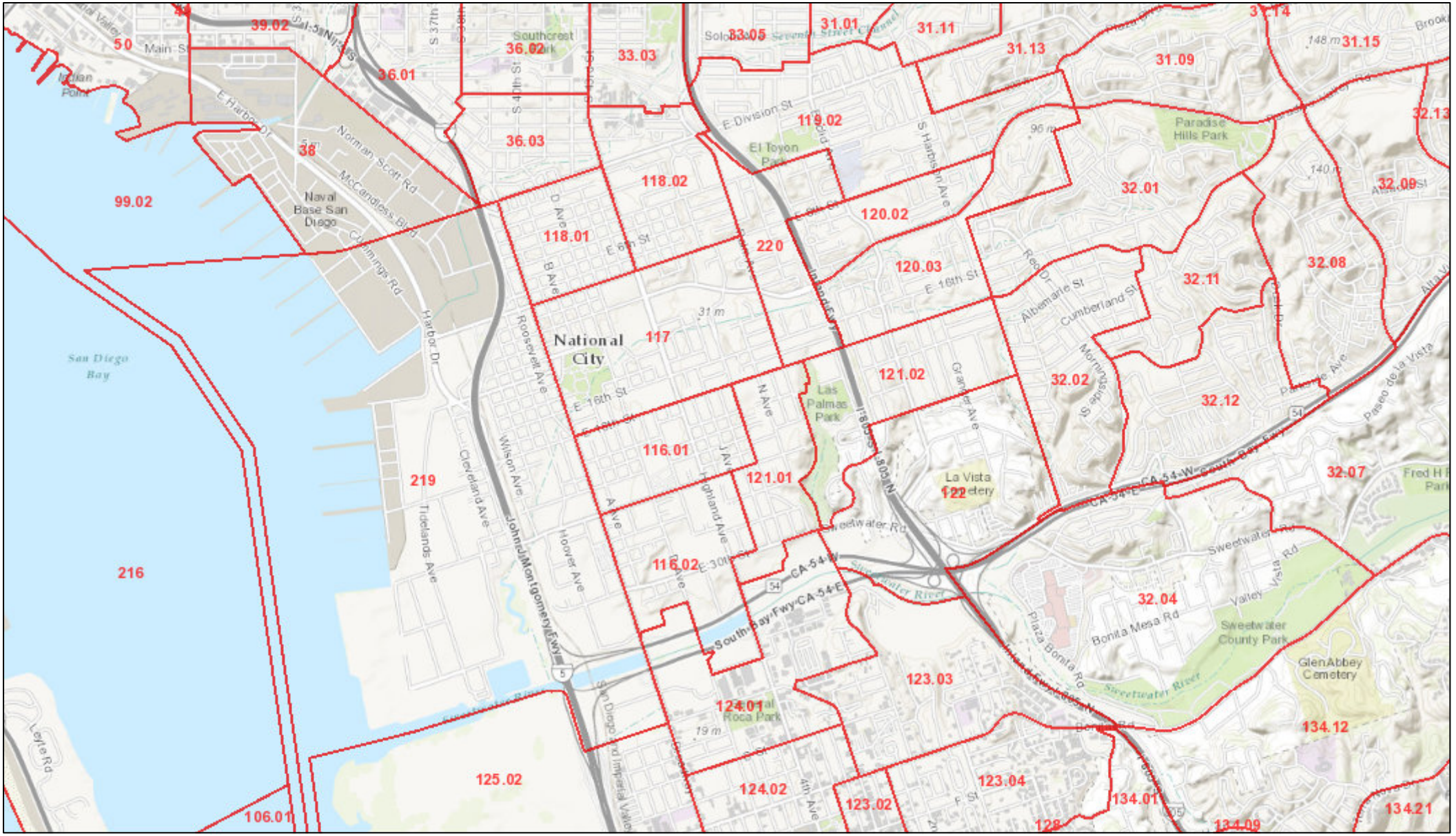
NOTICE IS HEREBY GIVEN that the National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday**, **February 2, 2026**, in the City Council Chambers, located at the Civic Center, 1243 National City Boulevard, National City, California, on the following item:

The applicant (Padel Life LLC) is proposing to operate a restaurant in conjunction with a previously-approved outdoor commercial recreation facility and has applied for a California Department of Alcoholic Beverage Control (ABC) Type 41 license to offer on-site beer and wine sales. Alcohol sales hours will be from 8:00 a.m. to 11:00 p.m. daily. The Planning Commission will also consider the staff determination that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 3, Section 15303 (New Construction or Conversion of Small Structures).

Information is available for review at the City's Planning Division, Civic Center. Members of the public are invited to comment orally at the hearing or in writing. Written comments should be received by the Planning Division on or before 2:00 p.m., **February 2, 2026** by submitting it to PlcPubComment@nationalcityca.gov. Planning staff can be contacted at 619-336-4310 or planning@nationalcityca.gov.

Under California Government Code section 65009, if you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

ATTACHMENT 4



August 25, 2014

CensusTracts 2010

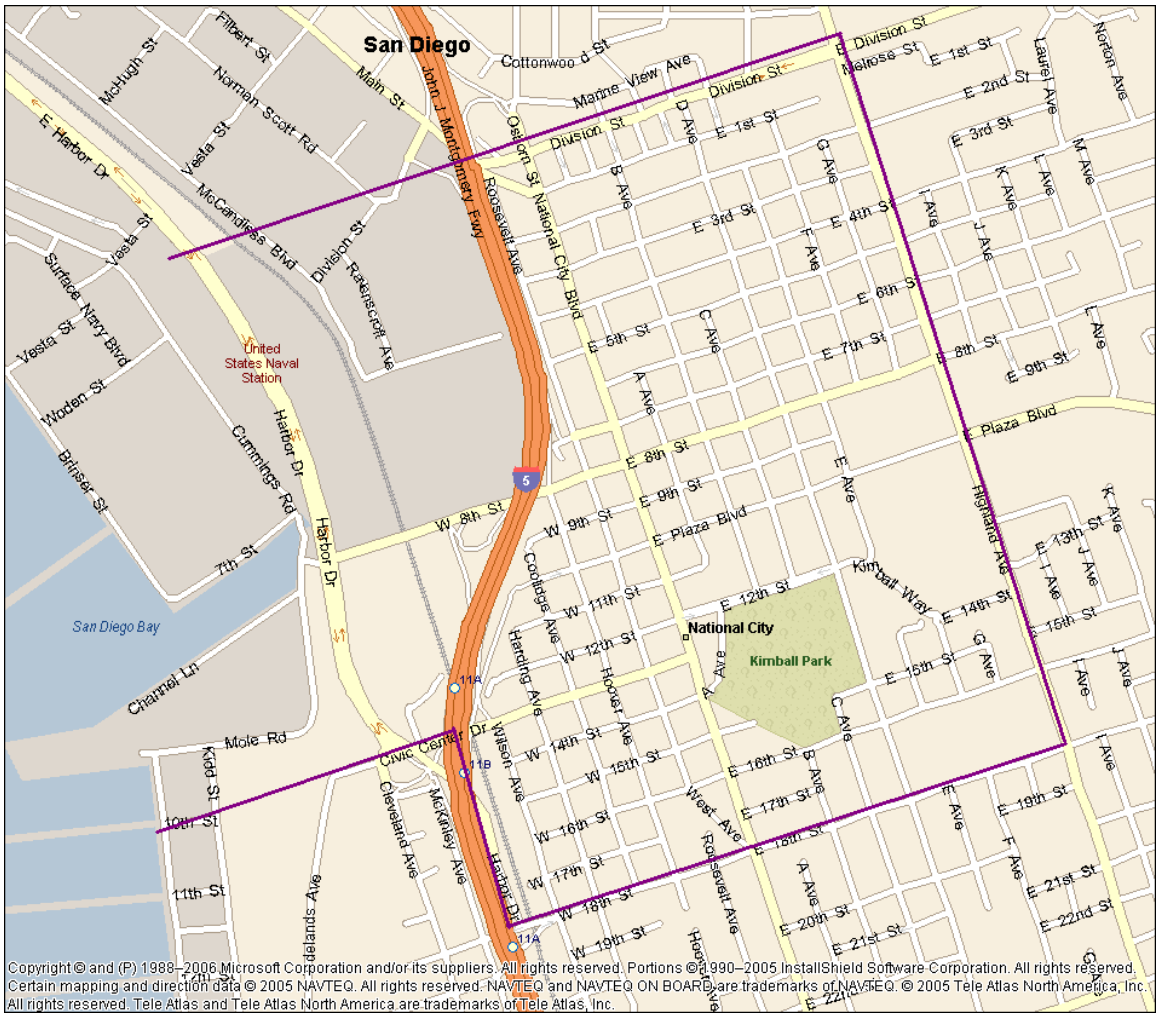
1:45,467

0 0.375 0.75 1.5 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

ATTACHMENT 5



City of National City
Beat 20

Source: Microsoft Mappoint
NCPD CAU, 4/18/07

NATIONAL CITY POLICE DEPARTMENT

ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 07/10/25

BUSINESS NAME: Padel Life LLC

ADDRESS: 21 West 7th Street, National City, CA 91950

OWNER NAME: Jose Manuel Suarez Covian DOB: [redacted]

OWNER ADDRESS: _____

(add additional owners on page 2)

I. Type of Business
- ✔ Restaurant (1 pt)
- Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation
- Daytime hours (1 pt)
- ✔ Close by 11pm (2 pts)
- Close after 11pm (3 pts)

III. Entertainment
- Music (1 pt)
- Live Music (2 pts)
- ✔ Dancing/Live Music (3 pts)
- No Entertainment (0 pts)

IV. Crime Rate
- Low (1 pt)
- Medium (2 pts)
- ✔ High (3 pts)

V. Alcohol Businesses per Census Tract
- Below (1 pt)
- Average (2 pts)
- ✔ Above (3 pts)

Notes:

Census Tract 219

There are (3) on sale licenses authorized in tract 219

There is (17) active on sale licenses in tract 219

There are (1) off sale licenses authorized in tract 219

There are (8) active off sale licenses in tract 219

ATTACHMENT 6

VI. Calls for Service at Location (for previous 6 months)

Below (1 pt)
Average (2 pts)
✔ Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

Mostly commercial businesses (1 pt)
✔ Some businesses, some residential (2 pts)
Mostly residential (3 pts)

VIII. Owner(s) records check

✔ No criminal incidents (0 pts)
Minor criminal incidents (2 pts)
Multiple/Major criminal incidents (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 17

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

OWNER NAME:_____ DOB: _____
OWNER ADDRESS: _____

Recommendation:

This business assesses at a medium risk and is deserving of such a rating due to this business is in an area with an extremely high crime rate (including prostitution, drug related crimes, violent crimes, robberies, thefts), with no known plan for secure/monitored parking (increased likelihood of pedestrian related crimes, thefts,vehicle burglaries, and stolen vehicles),no known plan of design for the business to incorporate (CPTED) Crime Prevention Through Environmental Design concepts to get eyes/cameras on the streets (concepts proven to reduce crimes to pedestrians and property), and the Census Tract is extremely over populated with alcohol related businesses.

Completed by: Sgt. Camacho Badge ID: 449

Revised: 8/16

Environmental Scan
Conditional Use Permit (CUP)
for alcohol sales (Beer & Wine) at a new restaurant

21 W 7th Street, National City, CA 91950
Conducted: July 17, 2025



Photo of the proposed location

An environmental scan was conducted at 10 a.m. on Wednesday, July 17, 2025, for an amended conditional use permit allowing alcohol sales (Beer & Wine, Type 41) at a new restaurant. The applicant is requesting to host padel and pickleball tournaments as well as community, civic, and private events throughout the facility.

Proposed hours
Alcohol Sales: 8 a.m. to 10 p.m. daily
Live Entertainment: 8 a.m. to 8 p.m. daily

During a scan of the business and premises, the following was noted:

- The city has reported a high incidence of prostitution in this area, and what may have been prostitution was occurring during the scan. For more information: https://www.cbs8.com/article/news/local/national-city-high-tech-surveillance-tower-to-fight-prostitution/509-9900ed0c-ccf2-44b4-b99a-60dfb4d2b5a1
- Five hotels/motels are located nearby.
- There is limited street parking near the location and no parking lot nearby.
- Three bus stops are located within approximately 1,000 feet of the location.
- The 8th Street Transit Center trolley station is approximately 2,100 feet away.

Youth Sensitive Areas/Other Vulnerable Locations

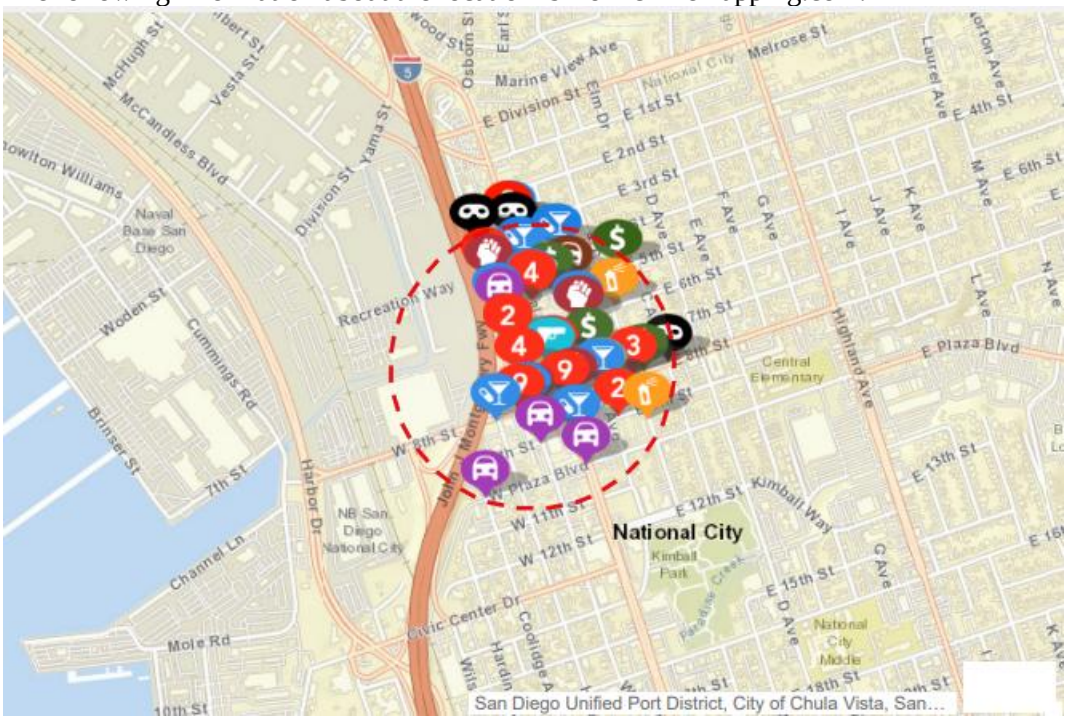
Integrity Charter School (approximately 300 feet away)
Excel Performance Academy (approximately 1,056 feet away)
Kimball Park (approximately 2,100 feet away)

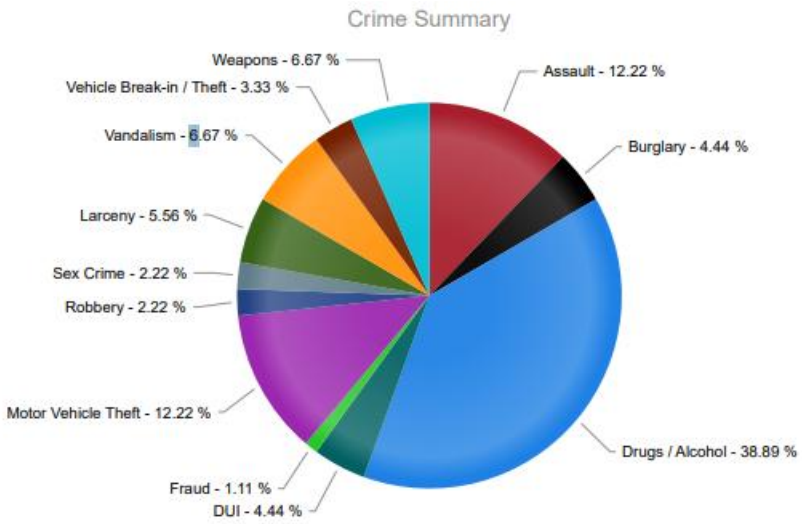
Churches

St. Mary's Catholic Church (approximately 2,100 feet away) is the closest one to this location.

Crime Rate

The following information about the location is from crimemapping.com.





A review of crime-related information from personnel within the City of National City Police Department should determine whether existing violations against the property or the applicant have occurred that would discourage allowing alcohol sales. According to the National Institute of Health, increasing alcohol outlet density is well-documented to be associated with increased alcohol use and problems.

Outlet Density

Based on Centers for Disease Control guidelines, alcohol density is defined as the average distance between a person and their closest alcohol retailer. In the map below, the darker the census tract, the less distance a person has to travel to their closest alcohol retailer. The proposed location is defined as "very dense."

IPS has begun utilizing the following scale to define outlet density more clearly.
Least Dense (lightest color)
Somewhat Dense
Dense
Very Dense
Extremely Dense (darkest color)



IPS SOUTH BAY

BUDI BINGE & UNDERAGE DRINKING INITIATIVE

Alcohol On-Sale Density

21 W 7th Street, National City, CA

Alcohol Density = Average Distance between a Person and their Closest Alcohol Retailer (CDC Guide for Measuring Alcohol Outlet Density)

ABC data as of 4/25/2025
Map created 7/21/2025

N

0 1 Miles

Funded by the San Diego County Health and Human Services Agency

8885 Rio San Diego Drive #117 • San Diego, California, 92108 • Phone: 619.476-9100 • Fax: 619.476-9104

www.publicstrategies.org

Considerations

The following are considerations if a CUP is issued.

1. To prevent injuries, the Responsible Hospitality Coalition of San Diego County recommends refraining from selling alcohol to patrons who have not yet completed any padel or pickleball games they intend to engage in.
2. Require that servers/management check for valid identification for patrons appearing under the age of thirty (30), rather than twenty-one (21), when patrons order alcohol, due to the community, civic, and private events expected to take place throughout the facility.
3. Require that food service is always available during the hours that alcohol is sold.
4. Consider establishing clear guidelines for when additional alcohol licenses will or will not be permitted within an already dense area.

August 11, 2025

Dear Resident / Business Owner:

You are cordially invited to attend a community meeting regarding a Conditional Use Permit (CUP) with the city of National City by Padel Life, LLC *(Doing Business As – AURA PADEL*) for a California Department of Alcoholic Beverage Control (ABC) Type-41 license (beer and wine) to compliment their existing restaurant.

TUESDAY, AUGUST 19, 2025
6:00:PM to 7:00PM
NAPAOLEON'S PIZZA HOUSE
619 NATIONAL CITY BLVD.
NATIONAL CITY, CA 91950

The applicant will provide an overview of their request and have a question and answer session shortly thereafter.

If you have any questions please feel free to contact Marco Cortes at [redacted] (or at marco@cortescommunications.com).

ATTACHMENT 8



Public Hearing

CONDITIONAL USE PERMIT FOR BEER AND WINE SALES (ABC TYPE-41) AND LIVE ENTERTAINMENT AT A NEW RESTAURANT TO BE LOCATED AT 21 WEST 7TH STREET

2025-27 CUP

EXHIBIT C

Overhead



Site Characteristics

- Previously-approved padel center (Padel Life, LLC)
  - Site has not started construction
  - Plans to operate restaurant out of future 2,090 sq. ft. clubhouse
  - Seating will be outdoors, including a covered area
  - Approved hours of operation from 7:00 a.m. to 10:00 p.m. daily
  - Facility to have five padel tennis courts and one pickleball court
- Located on northeast corner of West 7th Street and Roosevelt Avenue
- Area is primarily commercial
  - Interstate 5 is across Roosevelt Avenue
  - Building permit was filed for a residential unit on the property to the east.

W. 21st Street View



Corner and Roosevelt Ave. Views

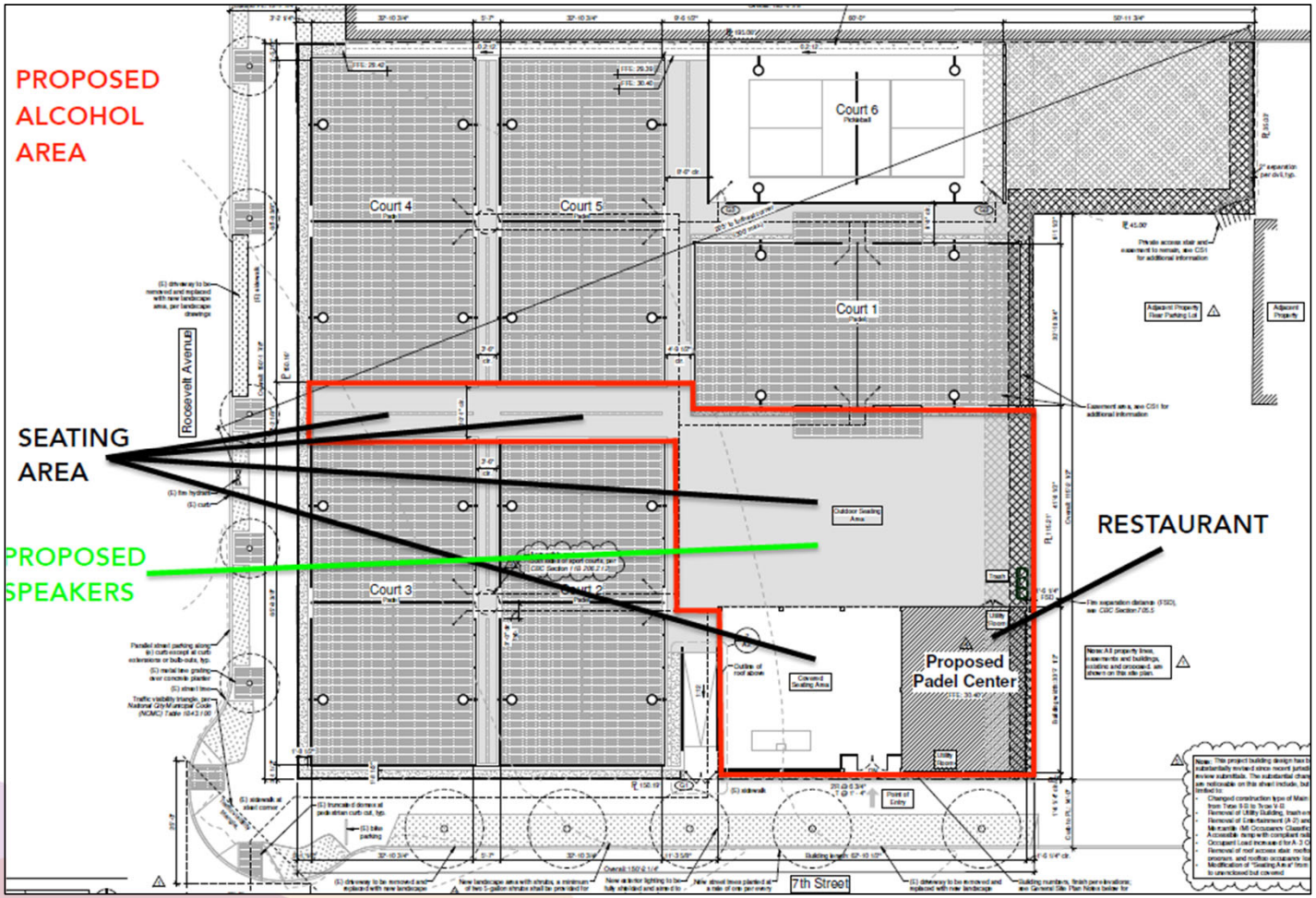




Proposal

- The applicant is proposing beer and wine sales (ABC Type-41) at a new restaurant
- Proposed hours for the restaurant and alcohol sales are from 8:00 a.m. to 11:00 p.m. daily
  - Would allow for guests to stay after finishing last games
- Location would be outdoor seating areas between courts and clubhouse
- No live entertainment; applicant intends to use Temporary Use Permit process for future tournaments
- Facility has not started construction. ABC allows for license approval in advance.

Site Plan


PROPOSED
ALCOHOL
AREA
SEATING
AREA
PROPOSED
SPEAKERS
RESTAURANT
Proposed
Padel Center
Court 1
Court 2
Court 3
Court 4
Court 5
Court 6
Roosevelt Avenue
7th Street

Staff Analysis

- NCMC 18.30.050 allows for alcohol sales for on-site consumption with approved CUP in DZ-1B
- Additional requirements for alcohol CUPs:
  - Mailing – owners/occupants within 660 ft. (483)
  - Community meeting – Held August 19, 2025 – No attendees
- Census Tract 219– 17 on-sale license where three are recommended
  - Considered overconcentrated
  - 1 fraternal organization, 10 located in National City, 6 located in Chula Vista
  - Nearest license located at the Ramada at 700 National City Boulevard
- Distance requirements – Not located within 660 feet of a public school
  - Existing Charter School
- Adhere to City Council Policy 707
  - Standard conditions – unless waived by City Council

Staff Analysis – Hours of Operation

- Proposed Hours
  - New restaurant and alcohol
    - 8:00 a.m. to 11:00 p.m. daily
  - Approved padel center
    - 7:00 a.m. to 10:00 p.m. daily

Staff Analysis – Hours of Operation

- Recent Approvals

Business	Alcohol Hours	License Type
La Malcriada Birrieria	8am-10pm inside 8am-9pm outside	41
Mariscos La Capital	8am-11:30pm daily	41
Tacos El Franc	10am-11pm daily	41
La Malquerida by Dolce	8am-10pm daily	41
Zhangliang Malatang Spicy Hotpot	11am-11pm daily	41

Staff Analysis

- Staff recommends finding that the project is exempt from CEQA – Class 3, New Construction or Conversion of Small Structures (proposed structure meets size criteria)
- Consumption is entirely outdoors
- Restaurant is located within DZ-1B
  - Intended to include both visitor-serving commercial and entertainment uses

Comments:

Police Department (PD)

- Risk Assessment – 17 points (14 after revisions)
  - Medium Risk – 13 to 18 points
  - Revised request (no live entertainment, modified hours)
  - Assigns points based on type of business, license concentration, calls for service, etc.
  - Significant concerns over “extremely high crime rate”.
  - Site does not have parking.

Institute for Public Strategies (IPS)

- Responsible Hospitality Coalition of San Diego County recommends refraining from selling alcohol to patrons who have yet to complete their athletic activities to prevent injuries
- RBSS Training
- Age verification checks
- Food service
- Policy on license concentration

Conditions

- Standard Conditions of Approval
- Conditions specific to on-site alcohol sales per Council Policy 707
  - Hours of operation
  - Responsible Beverage Service and Sales (RBSS)
  - Alcohol sales remain accessory to the restaurant
- Application-specific conditions
  - Noise – adherence to Title 12
  - Security – provide a security guard on-site with capability to escort patrons to their parked vehicles; security cameras
  - Safety – display language discouraging the consumption of alcohol prior to engagement in sports activities

Summary

- Proposed use is consistent with the General Plan
  - Alcohol sales for on-site consumption is a conditionally-allowed uses in DZ-1B of Downtown Specific Plan
  - Alcohol sales would be accessory to the business in a primarily commercial area
  - Inclusion of conditions consistent with Council Policy 707 intended to alleviate concerns related to area impacts
  - Additional conditions addressing concerns related to noise, security, and safety

AGENDA REPORT

Department: **Community Development**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Temporary Use Permit – Kimball Park Spring Carnival hosted by Paul Maurer Shows at Kimball Park from Thursday, April 16, 2026, through Sunday, April 19, 2026, with No Waiver of Fees.

RECOMMENDATION:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from the Paul Maurer Shows to conduct the Kimball Park Spring Carnival at Kimball Park from Thursday, April 16, 2026, through Sunday, April 19, 2026. Set up for this event will commence at 7:00 a.m. on April 13, 2026. The carnival will include carnival rides, games and food booths. Applicant will provide private security for the event.

Carnival Operating Hours:

- Thursday, April 16, 2026: 5:00 PM – 10:00 PM
- Friday, April 17, 2026: 5:00 PM – 11:00 PM
- Saturday, April 18, 2026: 2:00 PM – 11:00 PM
- Sunday, April 19, 2026: 2:00 PM – 10:00 PM

FINANCIAL STATEMENT:
Total TUP Cost is $11,869.80: (1) City processing fee of $475.00, (2) Fire Permit for $1,378.00, (3) Police Department event staff for $9,597.06; and (4) $419.74 for Public Works.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – TUP Application
Exhibit B – Conditions of Approval TUP Kimball Park “Spring” Carnival 2026

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☑ Other (specify) Carnival

Event Name & Location

Event Title: Kimball Park "Spring" Carnival

Event Location (list all sites being requested): Kimball Park & Parking lot next to Boys & Girls Club

Event Times

Set-Up Starts
Date April 13 - 15, 2026 Time 7:00 AM Day of Week Mon-Wed

Event Starts
Date April 16, 2026 Time 5 PM - 10 PM Day of Week Thurs

Event Ends
Date April 19, 2026 Time 2 PM Day of Week Sun

Breakdown Ends
Date April 20, 2026 Time 11 PM Day of Week Mon

Applicant Information

Applicant (Your name) Don Maurer Sponsoring Organization Paul Maurer Shows

Event Coordinator (if different from applicant) Same

Mailing Address 302 Washington Street #1219, San Diego, CA 92103

Day Phone (619) 823-5204 After Hours Phone Same Cell Same Fax

Public Information Phone (619) 823-5204 E-mail don.paulmaurershows@yahoo.c

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to chang[redacted]

Signature of Appli[redacted] Date 12-08-2025

[redacted]

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☑

Are admission, entry, vendor or participant fees required? Yes ☑ No ☐

If YES, please explain the purpose and provide amount (s):

Yes. There will be a gate fee of $2 for anyone under 12 years old. The gate fee helps pay for the area that surrounds the carnival area.

$_Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 60,000 **Estimated Expenses for this event.**

$ TBD **What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?**

Description of Event

☐ First time event ☑ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

We are focusing on bringing another fun-fill family carnival back to Kimball Park 16 - 19, 2026. There will be a gate fee for anyone under 12 years old. We will be surounding the carnival area for the safety of our guests. We will not allow or permit any weapons, alcohol or smoking inside the fenced in area! Only certified "service" dog or animals will be permitted to enter the carnival area as well.

Estimated Attendance

Anticipated # of Participants: 45 Anticipated # of Spectators: 2000

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? **Yes** ☐ **No** ☑

List any streets requiring closure as a result of the event (provide map): The carnival will be in Kimball Park alone.

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? **Yes** ☑ **No** ☐

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): We request NO PARKING signs placed inside the parking lot adjacent to the Boys & Girls Club area.

☐ Other (explain) The NO PARKING signs should indicate the closure from 6:00 Am - April 13 - 20, 26

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: The carnival will pay and provide (3) unarmed security guards from 6:00 pm - 11:00. National City required us to provide (2) Police Officers from 6:00 pm - 11:00 pm.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☑ **No** ☐ If YES, name and address of Security Organization One Shield Security Services 825 College Blvd., Ste. 102-328, Oceanside, CA. We've previously used them at last year's event.

Security Director (Name): Matt Rash Phone: (760) 421-9829

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☑ **No** ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: From the lights on each ride and generator that has light towers facing toward the midway.

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☑ **No** ☐ First aid/CPR certified? **Yes** ☑ **No** ☐

☐ First aid station to be staffed by professional company. ► Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

The carnival provides ADA forms for those guests that have disabilities. Guests with cast are not permitted to ride. There will be rides that disabled guest will not be permitted to ride. The onsite Show General Manager will make the "Final Call" regarding questions about ADA guests and riding. We will do anything, we can do to allow ADA Guests to ride, but SAFETY is always our first considered!

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

10 # of tents size 12' X 20'

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☑ No tables being set up

_____ # of chairs ☑ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____# of tables ☐ No tables being set up

_____# of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☑ Other (explain) Amusement rides, games & food concessions

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ **No** ☑

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band

☑ Other (explain) There will be a small boom box used on a few of the rides but not "stage" worthy.

If using live music or a DJ. ► Contractor Name _____

► _____ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☑ **No** ☐

☑ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☑ **No** ☐

☐ Using Kimball Park Bowl Lighting (from_____to____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☑ Bringing in generator(s) ☑ For sound and/or lighting ☑ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☑ **No** ☐

☑ Vendors preparing food on-site ► #2 ► Business License #Pending approval

If yes, please describe how food will be served and/or prepared: Carnival foods including Corn Dog Cotton Candy, Popcorn, Candy & Carmel Apples, Nachos with Cheese, Foundain Drinks, etc...

If you intend to cook food in the event area please specify the method:
☐ GAS ☑ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ► #_____ ► Business License #_____

☑ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► #2

☑ Vendors selling food #2 ► Business License #(s) Pending approval

☐ Vendors selling merchandise #_____ ► Business License #(s) _____

☑ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____ ► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

► Explain type(s) of information _____

☑ No selling or informational vendors at event

Having children activities? Yes ☑ **No** ☐

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☑ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ **No** ☑

☐ Vendor name and license # _____

Dimensions_____Duration_____

Number of shells_____Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ☐ **No** ☑

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? **Yes** ☐ **No** ☐

☑ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage #_____ ▶ (complete Inflatable Signage Request form)

☑ Yes, we will have banners # _____

☐ What will signs/banners say? Carnival Coming Soon (April 16 - 19, 2026)

☑ How will signs/banners be anchored or mounted? Steel Stakes & Wire Ties

☑ Location of banners/signage Within Kimball Park area & on National City Blvd (City Hall)

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** ☑ **No** ☐

If yes, please identify the following:

▶ Total number of portable toilets: 6

▶ Total number of ADA accessible portable toilets: 1

☑ Contracting with portable toilet vendor. ▶ Diamond Event Services, Oceanside, CA
(Company)

▶ Load-in Day & Time April 13 @ 8:00 am ▶ Load-out Day & Time April 20 @ 8:00 am (Phone)

☑ Portable toilets to be serviced. ▶ Time AM / Fri & Sat

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☑ Yes, will set up the day before the event. ▶ # of set-up day(s) 3.5 Days

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☑ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☐ Applicant to install litter fence

☐ N/A

Breaking down set-up the day after the event?

☑ Yes, breakdown will be the day after the event. ► # of breakdown day(s) 2 days

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☑ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

The carnival will pick-up all trash and debris before, during and after the carnival is finished.

Please make a copy of this application for your records.
We do not provide copies.

Special Events
Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Kimball Park "Spring" Carnival

Event Address: 146 E. 12th St., National City **Expected # of Attendees:** 2000

Event Host/Coordinator: Don Maurer or Paul Maurer **Phone Number:** (619) 823-5204 /

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? **Provide number of trash bins:** 10	✓		
Will enough recycling bins provided for the event? **Provide number of recycle bins:** 10	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	✓		
Do all storm drains have screens to temporarily protect trash and debris from entering?			✓
Are spill cleanup kits readily available at designated spots?	✓		

*** A Post-Event Storm Water Compliance Checklist will be completed by City Staff.**

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Paul Maurer Shows

Person in Charge of Activity: Don Maurer

Address: 302 Washington Street, # 1219, San Diego, CA 92103

Telephone: (619) 823-5204 Date(s) of Use: 04/13 - 20/ 2026

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [redacted]

Official Title: Agent Date: 12/08/2025

For Office Use Only

Certificate of Insurance Approved _____ Date _____

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2026

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE

Business Name	PAUL MAURER SHOWS
Business Location	16081 WARREN LN HUNTINGTON BEACH, CA 92649-2433
Business Owner(s)	PAUL MAURER SHOWS
Business Type	Amusement - Other
Account Number	09052509
Effective Date	January 01, 2026
Expiration Date	December 31, 2026

PAUL MAURER SHOWS
302 WASHINGTON ST 1219
SAN DIEGO, CA 92103-2110

[redacted]
City Manager

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE
For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

PAUL MAURER SHOWS

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST**. If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

PAUL MAURER SHOWS
302 WASHINGTON ST 1219
SAN DIEGO, CA 92103-2110

Account Number: **09052509**

Date of Issue: **01/01/2026**

STATE OF CALIFORNIA — Gavin Newsom, *Governor*

Department of Industrial Relations
Cal/OSHA
AMUSEMENT RIDE AND TRAMWAY UNIT
1750 Howe Ave., Suite 480
Sacramento, CA 95825
Phone: 916.263.3511
Fax: 916.263.3576

Jan. 21, 2025

Paul Maurer Shows
Attn: Paul Maurer
16081 Warren Ln.
Huntington Beach, CA 92649

RECEIPT OF APPLICATION

Your application for 2025 California Temporary Amusement Ride Operating Permit(s) was received on Jan. 8, 2025 for the following rides:

Amusement Ride Name	ID #	Amusement Ride Name	ID #
TILT A WHIRL	386	ZENDAR	18399
SWINGER #2	7040	DIZZY DRAGON	18441
GO GATOR	11991	MINDWINDER	18476
BERRY-GO-ROUND	17004	EAGLE 16	18791
CAROUSEL	17005	SUPER TRUCKS	18809
GRAVITRON	17178	SUPER SHOT	18920
DRAGON WAGON	17293	ROCK STAR	19740
SILVER STREAK	17437	MERRY GO ROUND	19999
DELUXE SIZZLER	17485	BALLISTIC SWING RIDE	20037
ZIPPER	17748	FREAK OUT	20038
TORNADO	17872	CYCLES	20039
KITE FLYER	17985	TRUCKS	20040
ROCKIN TUG	18137	DINOS	20041
BUMPER CARS/SCOOTERS	18173	EXPO WHEEL	20256

NOTE: The following rides are new or have expired permits and cannot operate until they are inspected by the Division. It is your responsibility to contact the Division to schedule inspection of these rides no later than ten days prior to your intended operating date.

CLIFF HANGER	17968
BACK SPIN	NEW
JALOPY JUNCTION	NEW

[redacted]

Scott Prather
Senior Safety Engineer
Amusement Ride and Tramway Unit

SP:bm

Paul Maurer Shows

[redacted]

1600 PACIFIC HIGHWAY, SUITE 260, SAN DIEGO, CA 92101
P.O. BOX 121750, SAN DIEGO, CA 92112
(619) 237-0502

Office Use Only
☒ Government-Issued ID Verified

Jordan Z. Marks
Recorder/County Clerk
County of San Diego
www.sdarcc.gov

FBN# 2023-9025870
Dec 28, 2023 02:36 PM
FILED
JORDAN Z. MARKS,
SAN DIEGO COUNTY CLERK
FEES: $54.00 PAGES: 1
Expires: Dec 28, 2028

FICTITIOUS BUSINESS NAME STATEMENT

All information on this statement is public information and is required to appear in the newspaper pursuant to Business and Professions Code section 17913

(1) FICTITIOUS BUSINESSNAME(S): (If more than two names, use FBN Additional Business Name form)

a. PAUL MAURER SHOWS
Print Fictitious Business Name

b. R
Print Fictitious Business Name 302 Washington ST #1219 San Diego 92103 R

(2) LOCATED AT: ~~16081 WARREN LN~~ / ~~HUNTINGTON BEACH~~ / CA / ~~92649-2433~~ / SAN DIEGO
Street Address (No PO Box, Postal Facility or PMB) / City / State / Zip Code / County (No Abbreviations)

302 WASHINGTON ST. #1219 SAN DIEGO CA 92103
Mailing Address / City / State / Zip Code

(3) REGISTRANT NAME AND ADDRESS (If Corporation/LLC, name, and address registered with Secretary of State) If more than two registrants, use FBN Additional Registrants form

a. PAUL FREEMAN MAURER
Full Name (Individual, Corp., LLC, General Partner, Trustee, etc.)

16081 WARREN LN / HUNTINGTON BEACH / CA / 92649-2433
Street Address (No P.O. Box or Postal Mailbox Facilities) / City / State / Zip Code

If Corporation or LLC – Print State of Incorporation/Organization

b.
Full Name (Individual, Corp., LLC, General Partner, Trustee, etc.)

Street Address (No P.O. Box or Postal Mailbox Facilities) / City / State / Zip Code

If Corporation or LLC – Print State of Incorporation/Organization

(4) THIS BUSINESS IS CONDUCTED BY: (Please check one)

- ☒ A. Individual
- ☐ B. Married Couple
- ☐ C. General Partnership
- ☐ D. Limited Partnership
- ☐ E. Joint Venture
- ☐ F. Corporation
- ☐ G. Trust
- ☐ H. Co-Partners
- ☐ I. Limited Liability Company
- ☐ J. Limited Liability Partnership
- ☐ K. Unincorporated Association-Other than a Partnership
- ☐ L. State or Local Registered Domestic Partners

(5) REGISTRANT FIRST BEGAN TO TRANSACT BUSINESS UNDER THE NAME(S) ABOVE AS OF*: 01/16/2023 (Cannot be a future date)
*INSERT N/A IF YOU HAVE NOT YET BEGUN TO TRANSACT BUSINESS ENTER COMPLETE DATE (MM/ DD/YYYY) OR N/A

I declare that all information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Cod[redacted]ishable by a fine not to exceed one thousand dollars ($1,000).)

(6) Registrant Signatu[redacted] Printed Name: PAUL FREEMAN MAURER
(Original/Wet Signature Required) (Print name of Signor)

If a Corporation, Limited Liability Company (LLC), Limited Partnership (LP) or Limited Liability Partnership (LLP), the following must be also be completed:

Corporation /LLC Name: _____ Officer Title of Signer: _____
(For list of acceptable titles, see instructions #6)

This statement was filed with the San Diego Recorder/County Clerk as indicated by the file stamp above.

NOTICE: IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS (5) FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE)

CC230 (Rev. 03/01/2023)

DEC 2 8 2023

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink

JORDAN Z. MARKS
Assessor/Recorder/Clerk
San Diego County, California

[redacted]
Deputy

M. Vilsaint

Client#: 158 PAULMAUR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, KS 66205
913 432-4400

CONTACT NAME: Cassie Odneal
PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No):
E-MAIL ADDRESS: cassie.odneal@hwins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company (CHUBB)	22667
INSURER B : Star Insurance Company	18023
INSURER C : ACE Property & Casualty Ins Co. (CHUBB)	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paul Maurer dba
Paul Maurer Shows
16081 Warren Ln
Huntington Beach, CA 92649

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			G20496496	02/05/2025	02/05/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			H08133268	02/05/2025	02/05/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			XCPN05010755	02/05/2025	02/05/2026	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC0568554	01/01/2025	01/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:
Paul Maurer, Sole Proprietor

Additional Insured: City of National City, 1243 National City Boulevard, National City, C
(See Attached Descriptions)

We will provide an updated "COI" after renewal takes place on Feb 2, 2026. Thanks

CERTIFICATE HOLDER

City of National City
1243 National City Boulevard
National City, CA 91950

CANCELLATION

SHOULD ANY OF THE
THE EXPIRATION
ACCORDANCE WITH

AUTHORIZED REPRESENTA

[redacted]

© 198

DESCRIPTIONS (Continued from Page 1)

elected officials, officers, employees, agents, parks & recreation department, representatives, and volunteers.
Event Location:
Kimball Park
148 E. 12th Street
National City, CA 91950

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
THE CITY OF NATIONAL CITY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured PAUL MAURER DBA PAUL MAURER SHOWS			Endorsement Number
Policy Symbol CAL	Policy Number H08133268	Policy Period 02/05/2025 TO 02/05/2026	Effective Date of Endorsement 02/05/2025
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): The City of National City

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

STEVEN A. NITTLER
CERTIFIED PUBLIC ACCOUNTANT

November 5, 2024

Paul F. Maurer
Paul Maurer Shows
PO Box 3211
Huntington, CA 92605

Re: tax reporting

Dear Mr. Maurer:

You have asked me to response to an inquiry from Ashlin Yukie Lutes, Assistant City Attorney for the City of National City, regarding the tax reporting classification for Paul Maurer Shows.

I have been Paul and Secora Maurer and Paul Maurer Shows CPA from 2007 to the present. During that time, Paul Maurer Shows has been reported as a sole proprietorship on Form 1040, Schedule C. The Employer Identification Number used for reporting by the sole proprietorship is 94-2966559.

If you have questions, please call.

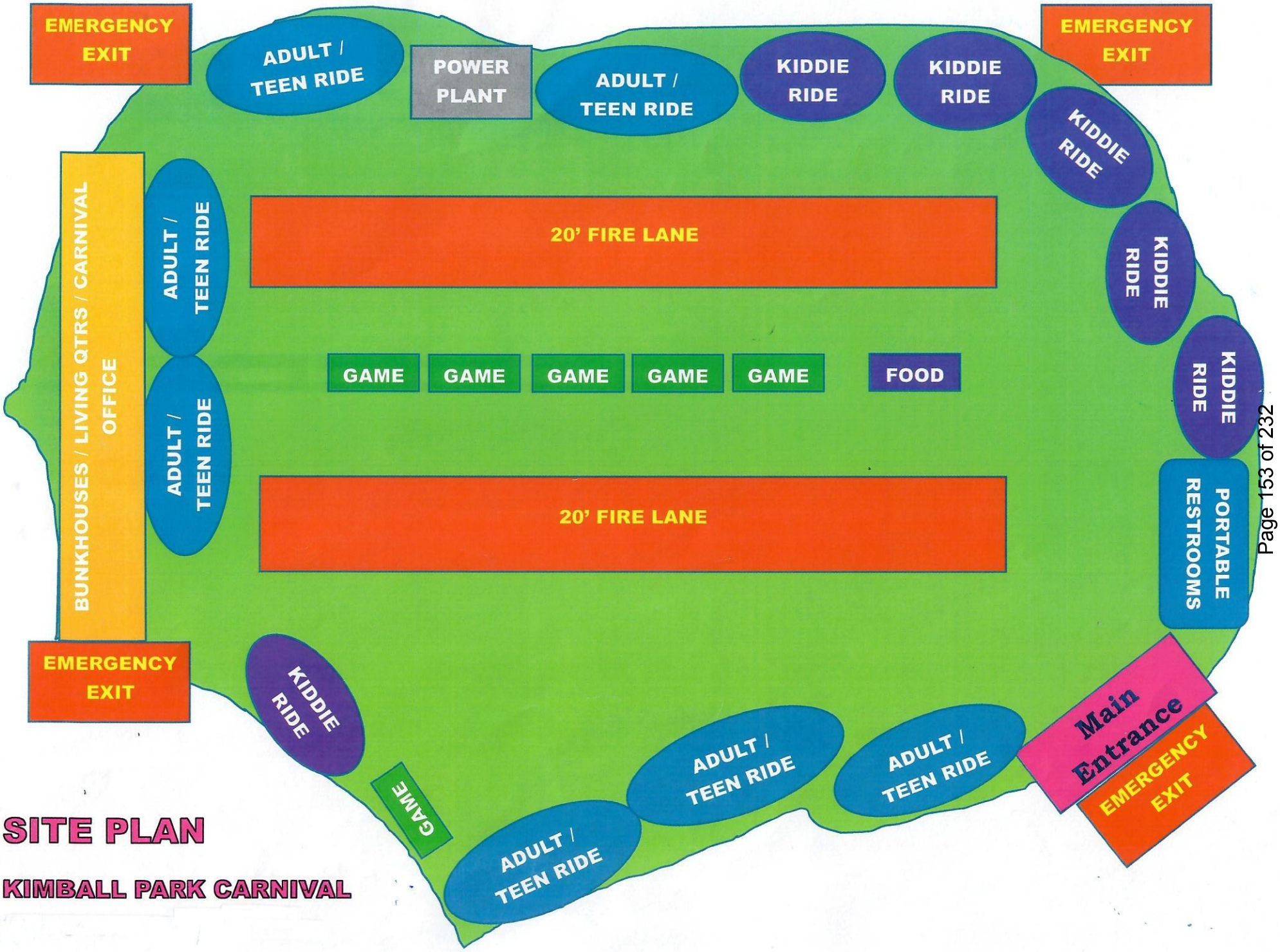
Sincerely,

[redacted]

Steven A. Nittler, CPA

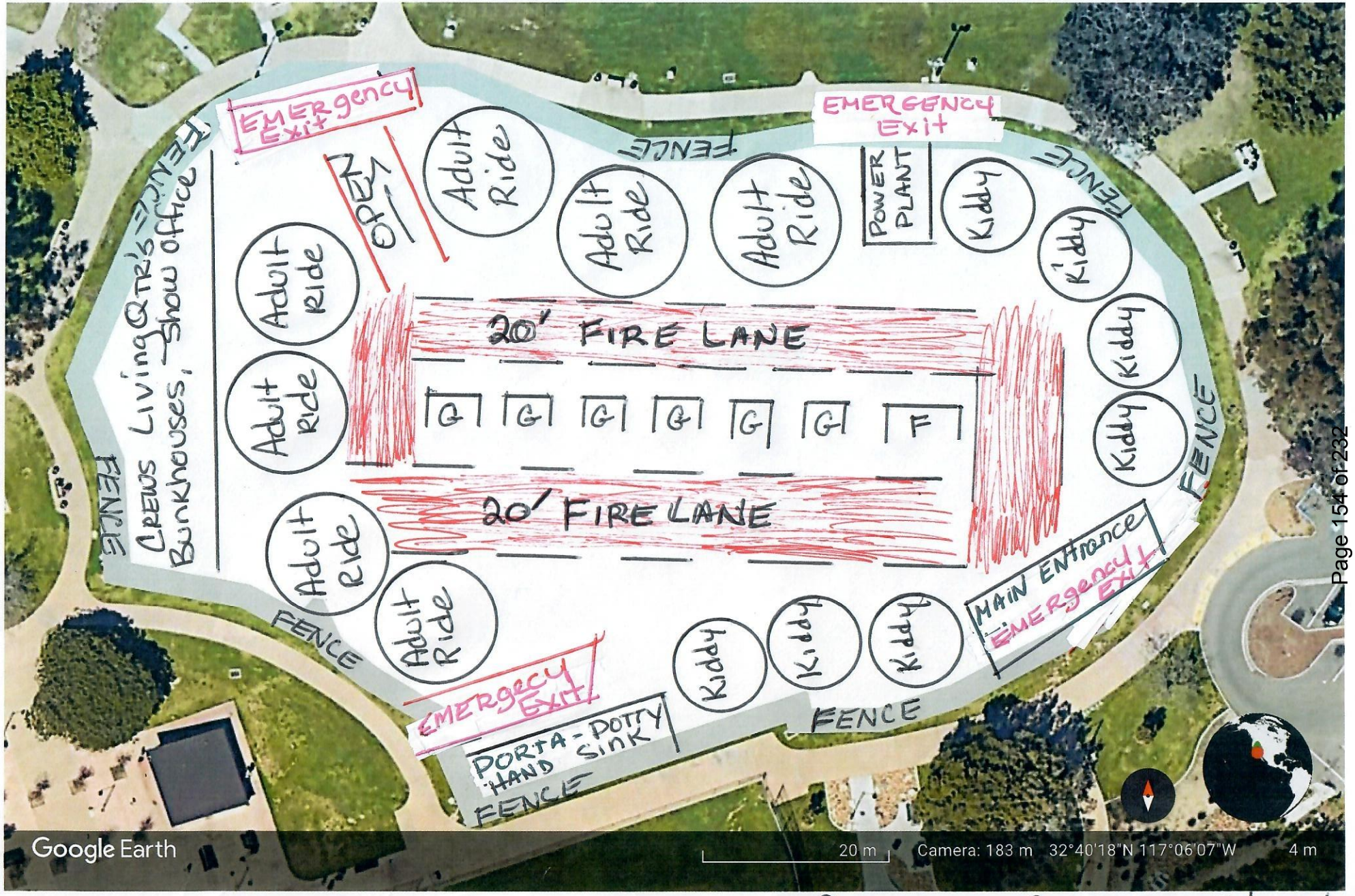
STEVEN A. NITTLER, CPA, MBA (Taxation)
LICENSED BY CALIFORNIA AND OREGON BOARDS OF ACCOUNTANCY

2270 DOUGLAS BLVD, STE 108
ROSEVILLE, CA 95661-4239
P 916.787.0450 | F 916.787.0452
sncpa@nittler.us



SITE PLAN

KIMBALL PARK CARNIVAL



G = GAME
F = FOOD

PROPOSED Carnival Site Plan
Kimball Park, National City
APRIL 3-6, 2025

https://earth.google.com/web/@32.67187718,-117.10218669,4.10561628a,179.07731771d,30y,360h,0t,0r


Quick & Ez Auto Registration
ACRJ World
Park Village
E 11th St
E 12th St
Kimball Senior Center
A Ave
D Ave
Auto Body & Painting
ARTS CENTER
99 Cer
Morgan Kimball Towers
City of National City, City Hall
Kimball Park
E 14th St
A Avenue Parking Lot
National City Host Lions Club
Boys & Girls Clubs of Greater San Diego
Customs
stereo store
Kimball Skate Park
E 15th St
E Ave
National City Public Library
National City Fire Department Station 34
E 16th St
Google Earth
Imagery date: 11/18/18 - newer
100 m
Camera: 949 m 32°40'17"N 117°06'07"W
4 m

PAUL MAURER SHOWS

Admin & Booking: 302 Washington St. #1219, San Diego, CA 92103
3373 Southern Vista Drive, Kingman, AZ 86401-0633
P.O. Box 3211, Huntington Beach, CA 92605
Tel: (619) 823-5204 | (310) 489-4047 | Email: don.paulmaurershows@yahoo.com
www.paulmaurershows.com

PROVIDING A SAFE, CLEAN, FUN-FILLED FAMILY CARNIVAL EXPERIENCE!

OPERATIONAL PLAN

KIMBALL PARK "SPRING" CARNIVAL

APRIL 13 – 21, 2026

December 8, 2025

The following information is provided to the City of National City Parks & Recreation Department and Special Event Department. Below you will find general information ABOUT Paul Maurer Shows and schedule for said event.

CARNIVAL RIDE COMPANY INFO:

Owner:
Paul F. Maurer
3373 Southern Vista Drive
Kingman, AZ 86401-0633
Cell: (310) 489-4047
Email: paulfmaurer@yahoo.com

Admin Contact:
Don Maurer
Booking & Promotions
Paul Maurer Shows
302 Washington Street #1219
San Diego, CA 92103
Cell: (619) 823-5204
Email: don.paulmaurershows@yahoo.com

Onsite Carnival Info:

- Marque Lundgren, General Manager - Cell: (951) 322-3462
  Email: mrpeg422@me.com
- Cyndie Duran, Office Manager – Cell: (562) 235-2427
  Email: cyndiekaydoran@hotmail.com
- Don Maurer, Booking & Promotions – Cell: (619) 823-5204
  Email: don.paulmaurershows@yahoo.com

Number of carnival employees:

50-60

Estimate number of customers or guests:

Total all (4) days: 2000 guests

Food Concession:

(2) Carnival Food Trailers (Cotton Candy, Corn Dogs, Burritos, Churros, Nacho's & Cheese, Funnel Cakes, Candy & Carmel Apples, Popcorn, Fountain Drinks, Assorted Candy & Chips)

NO ALCOHOL, NO SMOKING

CARNIVAL PROPOSED OPERATING DATES & TIMES:

04/13/2026 – MONDAY:

0800 – 2300: Carnival rides, attractions, living quarters & equipment arrives at Kimball Park to be placed on the grass as located & outlined on site plan.

04/14/2026 – TUESDAY:

0800 – 2300: Carnival rides, attractions, living quarters & equipment continues to arrive at Kimball Park and to be placed on the grass as located & outlined on site plan.

04/15/2026 – WEDNESDAY:

0800 – 2300: All carnival rides & attractions to start set-up.

04/16/2026 – THURSDAY:

0800 – 1300: Finalize all set-up of rides & attractions, clean, inspect and prepare for opening of show.

1300 – 1700: Schedule any fire or health department inspections.

1700 – 2200: Carnival opens all rides & attractions to the public. Opening night special $2 rides night.

2200 – 2230: Carnival crew does a complete walk-around of the park and parking areas to pick-up trash & debris.

04/17/2026 – FRIDAY:

12:00 – 1600: Carnival employees conduct required maintenance on all rides and attractions.

1600 – 1700: Carnival employees prepare rides for opening to the public.

1700 – 2300: Carnival opens all rides & attractions to the public.

2300 – 2330: Carnival crew does a complete walk-around of the park and parking areas to pick-up trash & debris.

04/18/2026 – SATURDAY:

1200 – 1400: Carnival employees inspect and prepare rides & attractions for opening.

1400 – 2300: Carnival opens all rides & attractions to the public.

2300 - 2330: Carnival crew does a complete walk-around of the carnival, park and parking areas to pick-up trash & debris.

04/19/2026 – SUNDAY:

1200 – 1400:	Carnival employees inspect and prepare rides & attractions for opening.
1400 – 2200:	Carnival opens all rides & attractions to the public.
2200 - 2230:	Carnival crew does a complete walk-around of the carnival, park and parking areas to pick-up trash & debris.
2200 – 0500:	Tear-down all rides & attractions.

04/20/2026 – Monday:

1200 – 2300:	Final tear-down and begin moving all rides, attractions & equipment off the park. Walk-thru park and repair "if any" issues created by the carnival show.

04/21/2026 – Tuesday:

0800 – 2300:	Finalized the removement of all rides, attractions & equipment off park area and conduct walk-thru with Park Management. Repair any damages that may have bee made by the carnival.

Additional Notes:

Insurance Certificate (COI)

- Paul Maurer Shows will provide an updated (COI) for the City of National City prior to the event date. The current renewal for insurance is 02/02/2026.

Business Tax Certificate (BTC)

- updated Business Tax Certificate (BTC) with the City of National City.

CARNIVAL REQUESTS FROM THE PARKS & RECREATION DEPT.

- The carnival would like to reserve & utilize the parking lot (next to the Boys & Girls Club) for the shows living quarters like THE last carnival in 2025.

- The carnival requests that NO PARKING signs be placed in the Boys & Girls Club parking lot in advance of the carnival's event date. We would also appreciate having said parking lot block-off in advance, early AM (Monday, April 13) if possible.

- The carnival requests the parks & recreation to discontinue watering the carnival grass area (as per the site map) a minimum of 10-days prior to the carnival event to avoid grass damage.

- The carnival (Paul Maurer Shows) understands the high risk of its event having bad weather, including the possibility of rain prior to the carnival date. The carnival agrees to discuss and work with the Director of Parks & Recreations (Victor) and the possibility of having to reschedule the carnival event to a later date, (avoiding any damage to the grass area) should there be rain 10-days prior to the event date.

PAUL MAURER SHOWS

Admin & Booking: 302 Washington St. #1219, San Diego, CA 92103
Home Office: 3373 Southern Vista Drive, Kingman, AZ 86401
Tel: (619) 823-5204 | Email: don.paulmaurershows@yahoo.com
www.paulmaurershows.com

PROVIDING A SAFE, CLEAN, FUN-FILLED FAMILY CARNIVAL EXPERIENCE!

PROPOSED HOURS OF SECURITY GUARDS

KIMBALL PARK "SPRING" CARNIVAL

APRIL 16TH – APRIL 19TH, 2026

Security Guard Company Information:
One Shield Security Services
3145 Tiger Run Ct., Ste: 107
Carlsbad, CA 92010
POC:
Matthew Rash (Owner) / Cellphone number: (760) 421-9829
Stan Ramirez (Operations) / Cellphone number: (650) 619-2409

04/16 - Thursday:	**6:00 pm to 11:00 pm (3 unarmed)**
04/17 - Friday:	**6:00 pm to 11:00 pm (3 unarmed)**
04/18 - Saturday:	**6:00 pm to 11:00 pm (3 unarmed)**
04/19 - Sunday:	**6:00 pm to 11:00 pm (3 unarmed)**

PAUL MAURER SHOWS

Management & Key Personnel Information

Mr. Paul Maurer
(Owner)

After graduating from Castle Park High School in Chula Vista, CA in 1969, Paul began working in the resale-retail business and as a part-time animal hospital care taker in Bonita, CA.

In late 1970 Paul decided that it was time to make a career change and began to work for himself in the Carnival Concession industry with his uncle booking (1) game booth with SJM Fiesta Amusements in California. The following 18-years, Paul built his own game concession company known as "Maurer Concessions". With over (30) + game concessions "Maurer Concessions" was then known as one of the largest game operators on the West Coast. Paul booked his game concessions with many carnival operators at that time including but not limited to: *Butler Amusements* - Mr. Bud & Butch Butler; *Ray Cammack Shows* - *(RCS)* Mr. Ray Cammack & Mr. Guy Levit; *Johnston Amusements* - Mr. Kenny Johnston; *B & B Amusements* - Buddy Merten; *Carnival Times Shows* - *(CTS)* Mr. Larry Davis; *Western Pacific Shows (WPS)* Mr. John Lopez; *SJM Fiesta Shows* - Mr. Steve Merten; & *Murphy Bros Shows* - Mr. Jerry Murphy.

In 1989, Paul went a step further in his career seeking endeavors investing and purchasing three amusement rides of his own. After booking his rides while managing a ride-unit for Butler Amusements, Paul began to see the potential of owning additional rides of his own. In 1994 Paul continued buying more rides and then formed in 1995 what is now known as Paul Maurer Shows.

Paul's knowledge of the amusement industry is recognized by his peers and within the fair industry throughout the West Coast. Paul oversees the primary Training & Safety for all the shows' Management, Ride Supervisors and is also the Drug & Alcohol Enforcement Officer. Paul is certified by The National Association of Amusement Ride Safety Officials (NAARSO #1).

SAFETY is "top priority" with Paul and his carnival which reflects greatly by the show's safety inspection reports from his Insurance Company (Haas & Wilkerson), The State of California (CAL-OSHA), State of Oregon, Amusement Ride Division & Washington State, Department of Labor & Industries (Amusement Ride Section). Paul has now been in the fair industry for over 51 years. Paul remains onsite during fair hours and is available anytime for questions or concerns.

In 1997 Paul was honored by being voted in as the President of the "Show Folks of America" (San Francisco Club). Paul is married to Secora and has 3 Boys, his Son, Austin (26), Grandson, Nathan (8) & their adopted Son, Greyson (2).

|==========|

Mrs. Secora Maurer (Cori)

Food Concession Owner
16081 Warren Lane, Huntington Beach, CA 92649
Cellphone: (714) 351-2333

Secora (Cori) is Paul's Wife and a "stay at home" Mom raising their kids. Cori also oversees the shows food operation and is an approved Certified Food Handler

|==========|

Mr. Donald Maurer (Don)

Booking, RFP's, Proposals & Promotions
302 Washington St. Ste. 1219, San Diego, CA 92013
Cellphone: (619) 823-5204

After graduating from Granite Hills High School in El Cajon, CA in 1975, Don began working for Paul (his brother) full-time through 1981. In 1981 Don enlisted in the U.S. Navy. He served throughout the Western Pacific including Japan, Thailand, Korea & Philippines as a Religious Program Specialist (RP) Chaplain's Assistant until 1991. Receiving an Honorable Discharge from his military service and earned the Navy Commendation Medal serving in "Operation Desert Storm". After his military service, Don decided to return working for his brother, Paul as the "Office" Administrator - Manager, DOT inspection leader and show training officer. In 2002 he moved out of the office position and took over the booking & promotions for the show. Don is the main contact person for most all events and fairs, providing proposals and responding to RFP's. In total, Don has worked over 35+ years in the fair industry with his brother.

|==========|

Mr. Anbinh Pham (Ben), MBA

Financial Advisor, Booking & Promotions Agent
302 Washington St. Ste. 1219, San Diego, CA 92013
Cellphone: (619) 823-4941/5204

Mr. Pham (Ben) is originally from Nha Trang, Vietnam where he grew up and attended his primary schooling. After graduating from High School in 1996, Ben attended the University of Saigon in Ho Chi Minh City, Vietnam through 2000. Upon finishing and graduating from the University of Saigon, he received superior honors which provided him his fully funded University Scholarship to Graduate School at the International School of Management in San Diego, CA. After graduating as Valedictorian with his MBA in 2002, he was hired full-time as the shows Financial Adviser, Administrator and is the SO-CAL booking & promotions Agent. (Ben) became an American Citizen in 2006. His duties consist of payable/receivables and oversees the shows operational matters. Mr. Pham has worked for Paul Maurer Shows for 20+ years.

|==========|

Mr. Marque Lundgren

Shows' General Manager & Ride Superintendent
25060 Hancock Ave. 103-307, Murrieta, CA 92562
Cellphone: (951) 322-3462

Marque graduated from Banning High School in 1983, Banning, CA. After numerous different Law Enforcement and Military training programs from 1983-1997, he began working in the Entertainment & film field beginning in 1997.

In 2000, Marque joined Paul Maurer Shows beginning in the maintenance department overseeing all maintenance and operations of all rides. Because of Marques professional ability, in 2004 he was promoted into the General Manager position which includes being responsible for and implementing the ride training program, maintenance, injury prevention program and comprehensive corrosion analysis program approve by the State of California (DOSH) ride inspection division. Marque is one of the main "onsite" contacts for customer complaints & incident recorder. He's qualified and has completed training with local, state building inspectors, electrical, public safety and is CPR certified. He meets with all event coordinators including our fair management & board members, fire marshals and ride inspectors that inspect the shows operational & safety policies. His skills also include but are not limited to personal management, maintenance planning & implementation, welding, electrical and hydraulic power conversion. Marque has worked for Paul Maurer Shows for 23 years.
Marque Lundgren is your onsite contact for any and all customer service issues, complaints including incident recorder, ticket refunds.

|==========|

Mrs. Cyndie Doran

Onsite Administrator & Office Manager
17154 Palomas Drive, Perris, CA 92570
Cellphone: (562) 235-2427 (24 Hrs.)

Cyndie graduated from Downey High School, Downey, CA. After graduating from High School, she was certified as a Certified Nurse Assistant (CNA) attending Cerritos Community College, graduating with an associate degree in Sociology in 1998. She was employed as the General Manager for (Mrs. Freeda King) a land management company in Long Beach, CA through 2006.

In 2006, Cyndie began working for Paul Maurer Shows starting as a food handler, ticket sales & ride operator. In 2011, she was promoted to the Assistant Office Manager and now has the position of office general manager.

Cyndie's' duties and responsibilities include but not limited to handling California Department of Transportation (DOT) inspections; International Registration Program (IRP); International Fuel Tag Administrator (IFTA); vehicle registrations & special permitting; Department of Safety &

Health; employees payroll clerk; HB2 visa processing; recruitment, hiring & back-ground check verifications; Drug & Alcohol advisor and overseas all employees onsite testing verification; CPR certified, driver's electronic book-keeper; updates, maintains all personnel training files for the show. Cyndie is married and has worked for Paul Maurer Shows for over 15 years. Cyndie is also one of the onsite contacts for any and all customer service issues including incident recorder, ticket, wristband complaints & refunds.

|==========|

Mrs. Carol Lundgren
(Game Operations Manager)
25060 Hancock Ave. 103-307, Murrieta, CA 92561
Cellphone: (951) 541-8050

Carol has been with Paul Maurer Shows and in the carnival industry for now over 23 years. Carol oversees the operation of her and the show's food & games concessions. Prior to coming out to be with her husband, Carol was a professional "stay-at-home" housewife & Mom, raising their (3) children. Carol is food handler certified.

|==========|



CPR TEST CENTER™
PO BOX 620504
CLARK COUNTY NV 89162

To Whom It May Concern:

This letter serves to confirm that Marque Lundgren has successfully completed CPR/AED/First Aid training on December 20, 2022 and has demonstrated proficiency in Adult, Child, and Infant CPR and AED rescue techniques and First Aid.

1.0 CEU/PDU credit is awarded for Continuing Education and Professional Development purposes.

* Paul Maurer Shows has (2) show owned AED devices in our Show office if needed.

Respectfully Yours,

[redacted]

Amy Miller
Program Administrator
CPR Test Center

Notices to be sent out to local residents

PAUL MAURER

www.paulmaurershow

PRESENTS

A SAFE, CLEAN, FUN-FILLED FAMILY

SPRING CARNIVAL

April 16 - 19, 2026

KIMBALL PARK

Thursday: 5 pm – 10 pm

($2 each ride - opening night special)

Friday: 5 pm – 11 pm

Saturday: 2 pm – 11 pm

Sunday: 2 pm - 10 pm

DAILY unlimited ride wristbands: $45 ea.

$2 Gate Fee (Kids Under 12 yrs - FREE)

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Paul Maurer Shows
EVENT: Kimball Park "Spring" Carnival
DATE OF EVENT: April 16, 2026 – April 19, 2026

APPROVALS:			
COMMUNITY DEVELOPMENT	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
ENGINEERING	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

FIRE (619) 336-4550

INSPECTION REQUIRED
$1,378.00

The total fee amount for all Fire Department permits is one thousand three hundred and seventy-eight dollars ($1,378.00). Fees can only be waived by the City Council. Multi-day Carnivals $1,025.00, Tents $353.00. Additional fees may apply if after-hours inspection and large tents or canopies are required or used. A meeting is requested with the organization

Stipulations required by the Fire Department for this event are as follows:

1) Access to the area to be maintained at all times, entrances, and emergency roadways

2) Fire Department access into and through event areas is to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Please see the park supervisor for the fire lanes required through the park

3) Fire Department access into and through the carnival and game areas is to be maintained at all times

4) Access to Morgan and Kimball Towers to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.

6) Fire Hydrants shall not be blocked or obstructed

7) Participants on foot are to move immediately to the sidewalk upon the approach of emergency vehicle(s)

8) Vehicles in the roadway are to move immediately to the right upon the approach of emergency vehicle(s)

9) Vehicles shall be isolated from contact with the tents, canopies, or membrane structures. Vehicles shall be at least **20** feet away from tents, canopies, and membrane structures

10) Exit doorways shall be evaluated for compliance by the city building official. Occupancy load may be necessary as the organization is proposing a fence around the perimeter

11) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and at other locations as necessary to clearly indicate the direction of egress when the exit serves an occupant load of 50 or more. Exits, aisles, and passageways shall not be blocked or have their minimum clear width obstructed in any manner

12) The arrangement of aisles shall be subject to approval by the building and fire code official, and shall be maintained clear at all times during occupancy

13) The floor surface and grounds outside shall be kept clear of combustible waste. Such waste shall be stored in approved containers until removed from the premises

14) Smoking shall not be permitted in the amusement area. Approved “No Smoking” signs shall be conspicuously posted

15) Internal combustion power sources that may be used for “Emergency Power” shall be of adequate capacity to permit **uninterrupted operation** during normal operating hours

16) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing, or an enclosure

17) A drip pan shall be used to capture oils and fuel lost during normal operation

18) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only, and shall be protected so as not to create a tripping hazard to the public. Consult the building official for requirements and inspection of possible temporary power/electrical, if necessary

19) A Fire Department Permit is required for the carnival. A permit must be requested and all necessary information provided to the Fire Department at least 14 days prior to the event. Permit fee is one thousand twenty-five dollars ($1,025). Fees can only be waived by the City Council.

20) A fire safety inspection is to be conducted by the Fire Department prior to the operations of the carnival. Inspection to include all rides, the cooking area, etc. Required inspections taking place after hours, holidays, and weekends will be assessed a minimum of one hundred ninety-four ($194.00) dollars. Please contact the National City Fire Department to arrange an inspection time. Periodic inspections will be conducted by the National City Fire Department for this event. **Additional hours after the first two hours shall be billed at $191.00 per hour**

21) Cooking area to have one 2A:10BC. If grease or oil is used in cooking, a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers are to have a current State Fire Marshal Tag attached.

22) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used; they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten-foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department if applicable. Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$353.00
501 – 600 sf -	$393.00
601 – 700 sf -	$512.00

Tents:

0 –200 sf -	$353.00
201 – (+) sf -	$671.00

Note: PLEASE CONTACT THE DEPUTY FIRE MARSHAL WITH ANY QUESTIONS SURROUNDING TENTS AND CANOPIES

POLICE DEPARTMENT

During last year's event, the police department had to deal with several incidents as a result of this event. In addition to the listed number of officers below, the National City Patrol Division will be notified so they can provide extra patrol during unobligated time.

The following are the hours that the officers will be working during the time the event is open to the public:

- Thursday 04/16/2026: Three Officers from 1600 hours to 2300 hours for a total of 7 hours each.
- Friday 04/17/2026: Three Officers from 1600 hours to 0000 hours for a total of 8 hours each.
- Saturday 04/18/2026: Three Officers 1300 hours to 0000 for a total of 11 hours each.
- Sunday 04/19/2026: Three Officers 1300 hours to 2300 hours for a total of 7 hours each

Total hours worked: 99.00
Hourly Loaded OT Rate for an officer: $96.94
Cost for event: $9,597.06

PUBLIC WORKS (619)366-4580

Streets Division

Item	Description	Per Unit	Units	Subtotal
1	No parking signs	$1.49	18	$26.82
2	1 Employee to set up no parking signs	$75.47	2	$150.94
3	1 Employee to pick up no parking signs	$75.47	2	$150.94
4	City truck	$22.76	4	91.04
TOTAL				$419.74

Facilities Division
No comments

Parks Division
No comments

COMMUNITY DEVELOPMENT

Planning

1. All activities shall comply with the limitations in Table III of NCMC Title 12 (Noise).

2. Lights shall face away from residential properties.

Building

1. No new electrical, mechanical, or plumbing work is permitted for this event. If there is new work being proposed, please contact the Building Department to obtain proper permits.

2. The proposed generators must be located a minimum of 5 feet from any building or enclosure (i.e. tents) to allow for proper ventilation. Any power cords running from the generators or any electrical outlets must be properly secured and covered to avoid trip hazards.

3. It is the owner/operator's responsibility to adhere to accessibility requirements.

4. It is the owner/operator's responsibility to obtain all necessary approvals from the other City/County agencies.

Samuel Marrinan, CBO
Building Official
smarrinan@nationalcityca.gov
619-336-4351

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

COMMUNITY SERVICES

No comments received

ENGINEERING

No comments

FINANCE

No comments received

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request to for the issuance of a Temporary Use Permit. It is recommended that as a condition of the issuance of the permit that the following documents must be provided by the Security and Crowd Control (One Shield Security Services):

- A valid copy of the Certificate of Liability Insurance.
- That the insurance policy must have a combined single limit of no less than $1,000,000.00 (ONE MILLION DOLLARS) and $2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant must provide a separate additional insured endorsement wherein it notes as the additional insured as “The City of National City, its officials, agents, employees, and volunteers”.
- That the insurance company issuing the insurance policy must have an A.M. Best’s Guide Rating of A: VII and that the insurance company is a California admitted company; if not, then the insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- The Certificate Holder must reflect:
  City of National City
  c/o Risk Manager
  1243 National City Boulevard
  National City, CA. 91950-4301

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

AGENDA REPORT

Department: **Community Development**
Prepared by: **Dionisia Trejo, Administrative Secretary**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Temporary Use Permit – Circus Vargas event sponsored by Circus Vargas from February 20, 2026 to March 9, 2026 at the Westfield Plaza Bonita Mall with No Waiver of Fees.

RECOMMENDATION:
Approve the Application for a Temporary Use Permit Subject to Compliance with all Conditions of Approval with No Waiver of Fees and in Accordance with City Council Policy 802.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
This is a request from Circus Vargas to conduct the Circus Vargas event at Westfield Plaza Bonita Mall from February 20, 2026 to March 9, 2026. Set up for this event will commence at 9:00 a.m. February 18, 2026, on the west side parking lot of Plaza Bonita Mall. Each show lasts approximately 1 ½ hours. This is a completely self-contained event in a traditional big top circus tent with concessions. There are no performing animals, no rides, no games, no outside vendors and no alcohol. Vehicles are used for transportation of operations. There will be eight internal Security Guards and sufficient parking is available at the mall. Food will be prepared on-site in a trailer. Clean-up will be performed after each show.

Council approved this event in 2025 with no waiver of fees.

FINANCIAL STATEMENT:
Total TUP cost is $1,340.00: (1) City processing fee of $475.00, and (2) $865.00 for Fire Permit.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – TUP Application
Exhibit B – TUP Conditions of Approval Circus Vargas 2026

City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☑ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Circus Vargas

Event Location (list all sites being requested) Plaza Bonita Mall, 3030 Bonita rd. National City

Event Times

Set-Up Starts
Date 02/18/2026 Time 9 am Day of Week Tuesday

Event Starts
Date 02/20/2026 Time 7 pm Day of Week Friday

Event Ends
Date 03/09/2026 Time 9 pm Day of Week Monday

Breakdown Ends
Date 03/10/2026 Time 4 pm Day of Week tuesday

Applicant Information

Applicant (Your name) Katya Arata Quiroga Sponsoring Organization _____

Event Coordinator (if different from applicant) _____

Mailing Address 7545 Irvine Center Drive, ste 200, Irvine, CA 92618

Day Phone 702-466-4873 After Hours Phone 702-513-9767 Cell 702-466-4873 Fax _____

Public Information Phone 877-GOT-FUN1 E-mail rkaiser@circusvargas.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [redacted] Date 1/6/2026

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ **No** ☑

Are admission, entry, vendor or participant fees required? Yes ☑ **No** ☐

If YES, please explain the purpose and provide amount (s):

Circus Performances with concessions. NO games of chance or rides

$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

$ 85,000 **Estimated Expenses for this event.**

$ 5,000 **What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?**

Description of Event

☐ First time event ☑ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Circus Vargas "The Big One Is Back" , www.circusvargas.com

Estimated Attendance

Anticipated # of Participants: 30 Anticipated # of Spectators: 500

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ **No** ☑

List any streets requiring closure as a result of the event (provide map): _____

_____

Date and time of street closure:_____Date and time of street reopening: _____

☐ Other (explain)_____

Requesting to post "no parking" notices? Yes ☐ **No** ☑

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

_____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Circus Vargas has in house security and all security personnel have crowd control training certificates.

_____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ **No** ☑ If YES, name and address of Security Organization _____

_____

Security Director (Name):_____Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? **Yes** ☑ **No** ☐ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

The Mall parking lot has illumination

_____

_____

_____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? **Yes** ☑ **No** ☐ First aid/CPR certified? **Yes** ☑ **No** ☐

☐ First aid station to be staffed by professional company. ► Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

All areas and parking areas are ADA compliant,

Elements of your Event

Setting up a stage? Yes ☐ **No** ☑

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ►_____(Dimensions)

Setting up canopies or tents?

1 # of canopies size 11,000

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____# of tables ☐ No tables being set up

_____# of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☑ Other (explain) Circus props for circus acts

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☑ **No** ☐

☑ PA System for announcements ☐ CD player or DJ music

☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band

☑ Other (explain) sound equipment

If using live music or a DJ. ► Contractor Name _____

► _____ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☑ **No** ☐

☑ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

_____
Address City/State Phone Number

Using electrical power? Yes ☑ **No** ☐

☐ Using Kimball Park Bowl Lighting (from_____to____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☑ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☑ **No** ☐

☐ Vendors preparing food on-site ► #_____► Business License #_____

If yes, please describe how food will be served and/or prepared: _____

_____
If you intend to cook food in the event area please specify the method:
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ► #_____► Business License #_____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # _____

☐ Vendors selling food #_____► Business License #(s) _____

☐ Vendors selling merchandise #_____► Business License #(s) _____

☑ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services #_____► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) #_____

► Explain type(s) of information _____

☑ No selling or informational vendors at event

Having children activities? Yes ☐ **No** ☑

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least $1 Million dollars per occurrence/$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ **No** ☑

☐ Vendor name and license # _____

Dimensions_____Duration_____

Number of shells_____Max. size_____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least $2 Million dollars per occurrence/ $4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is $602.00

Arranging for media coverage? Yes ☑ **No** ☐

☑ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? **Yes** ☑ **No** ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage #_____ ► (complete Inflatable Signage Request form)

☑ Yes, we will have banners # 4

☑ What will signs/banners say? Circus Vargas

☑ How will signs/banners be anchored or mounted? on trucks with gromets (permanently mounted)

☑ Location of banners/signage on trucks

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? **Yes** ☑ **No** ☐

If yes, please identify the following:

► Total number of portable toilets: 10

► Total number of ADA accessible portable toilets: 2

☑ Contracting with portable toilet vendor. ► United Site services (Company) 1800-TOILETS (Phone)

► Load-in Day & Time 02/17/2026 at 9am ► Load-out Day & Time 03/17/2026 at 4pm

☑ Portable toilets to be serviced. ► Time daily 7 am

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☑ Yes, will set up the day before the event. ► # of set-up day(s) 2

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☑ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

☐ City to install litter fence

☑ Applicant to install litter fence

☐ N/A

Breaking down set-up the day after the event?

☑ Yes, breakdown will be the day after the event. ► # of breakdown day(s) 1

☐ No, breakdown will occur on the event day.

How are you handling clean-up?

☐ Using City crews

☐ Using volunteer clean-up crew during and after event.

☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

_____

_____

Please make a copy of this application for your records.
We do not provide copies.

Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: Circus Vargas

Event Address: 3030 Plaza Bonita Rd, National City, CA 91950 **Expected # of Attendees:** 500

Event Host/Coordinator: Tabares Entertainment inc **Phone Number:** 702-466-4873

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? **Provide number of trash bins:** 10	✓		
Will enough recycling bins provided for the event? **Provide number of recycle bins:** 4	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	✓		
Do all storm drains have screens to temporarily protect trash and debris from entering?	✓		
Are spill cleanup kits readily available at designated spots?	✓		

*** A Post-Event Storm Water Compliance Checklist will be completed by City Staff.**

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of $1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Allied Specialty

Person in Charge of Activity: Caren Campanalie

Address: Fairview Park, OH

Telephone: 440-893-4591 Date(s) of Use: 02/09/2026 - 03/18/2026

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: [redacted]

Official Title: Owner Date: 1/6/2026

For Office Use Only

Certificate of Insurance Approved_____Date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Allied Specialty Insurance 20595 Lorain Rd Fairview Park OH 44126 License#: 973	**CONTACT NAME:** Caren Campanalie **PHONE (A/C, No, Ext):** 440-895-4301 **FAX (A/C, No):** **E-MAIL ADDRESS:** ccampanalie@mcgowanallied.com
INSURED CIRCVAR-01 Tabares Entertainment, Inc dba Circus Vargas 7545 Irvine Center Dr. Irvine CA 92618	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Axis Surplus Insurance Company **INSURER B :** Houston Specialty Insurance Company 12936 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1804963557 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ESBHSGL000087103	2/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☐ **UMBRELLA LIAB** ☒ OCCUR ☒ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			P00100106941104	2/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Dates: 02/09/2026 - 03/18/2026 including set up & tear down

City of National City and the Parking Authority and its officers, employees and agents are included as Additional Insured as required by written contract per the terms and conditions of the Named Insured's General Liability coverage.

CERTIFICATE HOLDER

City of National City
Risk Management Department
1243 National City Blvd
National City CA 91950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted]

© 1988-2015 ACORD CORPORATION. All rights reserved.



Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

Location	Schedule Dates	Event Management Contacts Information
Ronnie Warmuth ronnie.warmuth@urw.com 3030 Plaza Bonita Road, Suite #2075, National City, CA 91950 / USA	Feb 20th to March 9th, 2026 3 Set Up Days 16 Performing Days	**Nelson Quiroga (Owner) 702-513-9767** Nqtabares@Circusvargas.com **Katya Arata Quiroga (Owner) 702-466-4873** kqtabares@circusvargas.com

Day	Date	Schedule Notation	Showtimes
Tuesday	Feb 17th	Will enter property at 1:00 a.m.	No Performance
Wednesday	Feb 18th	Setup Day	No Performance
Thursday	Feb 19th	Setup Day	No Performance
Friday	Feb 20th	11:00 a.m. to 2:00 p.m. City Inspections Opening Day	7:30 p.m.
Saturday	Feb 21st		1:00–4:00 & 7:30 p.m.
Sunday	Feb 22nd		12:30–3:30 & 7:00 p.m.
Monday	Feb 23rd		6:30 p.m.
Tuesday	Feb 24th		No Performance
Wednesday	Feb 25th		7:00 p.m.
Thursday	Feb 26th		7:00 p.m.
Friday	Feb 27th		7:30 p.m.
Saturday	Feb 28th		1:00–4:00 & 7:30 p.m.
Sunday	March 1st		12:30–3:30 & 7:00 p.m.
Monday	March 2nd		6:30 p.m.
Tuesday	March 3th		No Performance
Wednesday	March 4th		7:00 p.m.
Thursday	March 5th		7:00 p.m.
Friday	March 6th		4:00 p.m. & 7:30 p.m.
Saturday	March 7th		1:00–4:00 & 7:30 p.m.
Sunday	March 8th		12:30–3:30 & 7:00 p.m.
Monday	March 9th	Teardown of the circus will begin after the show.	6:30 p.m.
Tuesday	March 10th	- The court will vacate property before 6:00 p.m. - The cleanup crew will finish cleaning the lot around 3:00 p.m.	No Performance

		- All rented equipment, e.g., restrooms, fencing and dumpster, will be picked up before 3:00 p.m.		

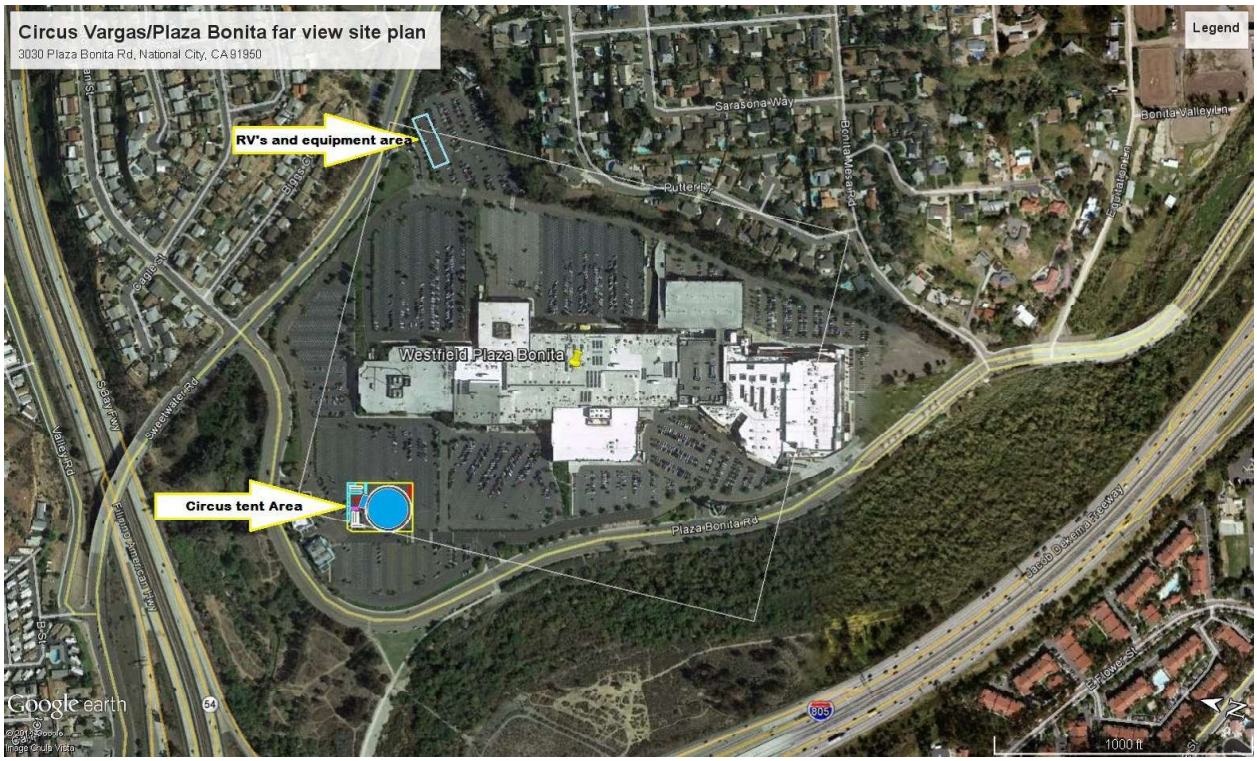
Tent Setup Area



Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

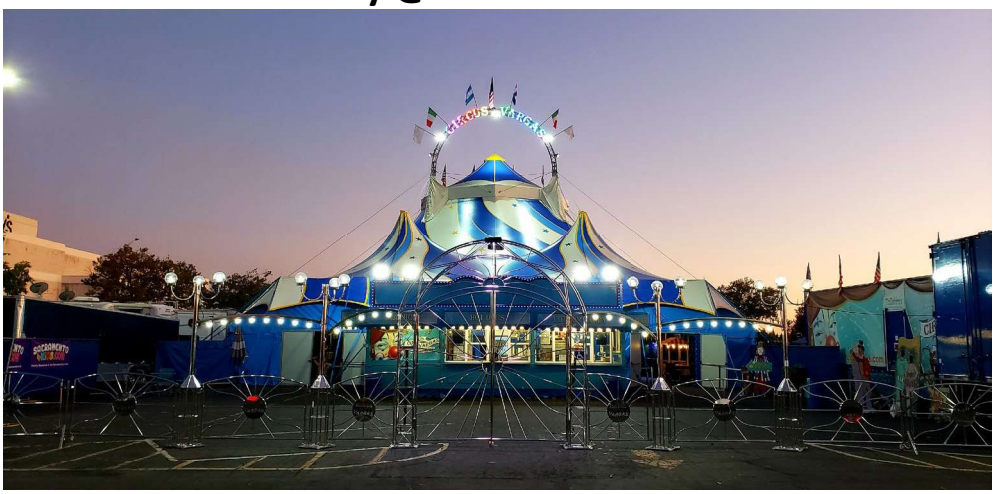
Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

Circus Vargas Set up area at Westfield Plaza Bonita (far view)



Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



Circus Vargas Big Top



Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

Show Information

LENGTH OF SHOW: Approximately one hour and forty-five minutes

EXPECTED ATTENDANCE: 300–500 per show

AVERAGE VEHICLE CAPACITY PER SHOW: 125 vehicles (based on 500 people)

SEATING CAPACITY OF TENT: 998

- **NO GAME OF CHANCE**
- **NO MECHANICAL RIDES**
- **NO PERFORMING ANIMALS**
- **NO PYRO OR OPEN FLAME USED DURING THE SHOW**
- **NO ALCOHOL SOLD OR SERVED**
- **NO OUTSIDE CONTRACTED VENDORS**

Circus management provides in-house security guards. Management carries radios and cell phones in case of a 911 emergency.

Circus Vargas is completely self-contained. The show has a two-generator system with an emergency battery backup. If the main generator shuts down, the backup generator will be turned on, but all emergency lighting will remain running via the battery backup system.

A source of water is usually provided to the circus by the venue on which the circus conducts business; if not, the circus will rent a water meter from the city.

Circus Vargas rents restrooms from local sanitation companies.

Circus Vargas crew will perform daily cleanups to keep the circus area clean of any trash.

Circus Vargas rents a dumpster for all trash produced by the circus activities.

Circus Vargas is a family show and attracts primarily families; in-house security is normally sufficient to provide appropriate crowd control. The security personnel use radios to communicate with each other and can use cell phones to contact local law enforcement if the need exists.

Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com



Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita
Circus Vargas: Cleanup & Recycling Plan

Circus Vargas does not hire or contract with outside vendors or temporary workers. All staffing will be with workers that travel with the show. The staff is trained on current proper sanitary and cleanup procedures. There is a staff of twenty-five people, and while some staff members are working throughout the day, all of them are present from one hour before the first show of the day until after the last show [as applicable] is over and cleanup is completed.

Since the nature of a circus limits the areas in which the public can access, the majority of the cleanup will be in a limited area. Plus, there are a very limited number of food items sold.

Staff continuously cleans up the entrance area throughout the time the show is open to the public, so trash does not remain on the ground. Trash is cleaned up inside the tent after each performance; and once each day, trash will be picked up in the parking area, which is expected to be minimal, since most people consume items early in the show and are unlikely to bring trash back to their cars.

A trash dumpster will be contracted for placement on the grounds. Several trash cans are available for public use in the circus entrance area. We will also have bins in which people can put recyclable items. However, due to the nature of our operation, most people buy their food products and take them immediately into the tent, where they sit down. They normally let their trash fall through the bleachers, where we clean it up after each show.

Since sodas and water are served in plastic bottles and cans, our staff will put those, along with appropriate paper products, into the recycle bins and transport them to an appropriate recycling facility or make arrangements with the dumpster company for their removal.

We hope that we have provided you with all the information needed to approve this plan. If any questions arise, please call us on 702-513-9767 or 702-466-4873 and we will be happy to assist you.

Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

Circus Vargas Security Plan

Since Circus Vargas is a family show and attracts primarily families, in-house security has been sufficient to provide appropriate crowd control. As the only thing to see is the show itself, there are no people just loitering in the area. Crowds come at show time, enter the enclosed midway area and take their seats. After the show, there is nothing else to see, so they exit their cars.

Many of the things that attract or encourage trouble or the necessity for police intervention will not be present at Circus Vargas. Alcohol will not be sold or served, and there will be no games of chance or mechanical rides. While a carnival attracts ages 12 to 22, Circus Vargas primarily attracts children of elementary school ages or younger, along with their parents and grandparents.

Circus Vargas has its own security team comprising eight uniformed (unarmed) security Personnel (includes one head of security). The uniforms consist of matching Circus Vargas shirts and pants. This low-key approach to security maintains the atmosphere of family fun.

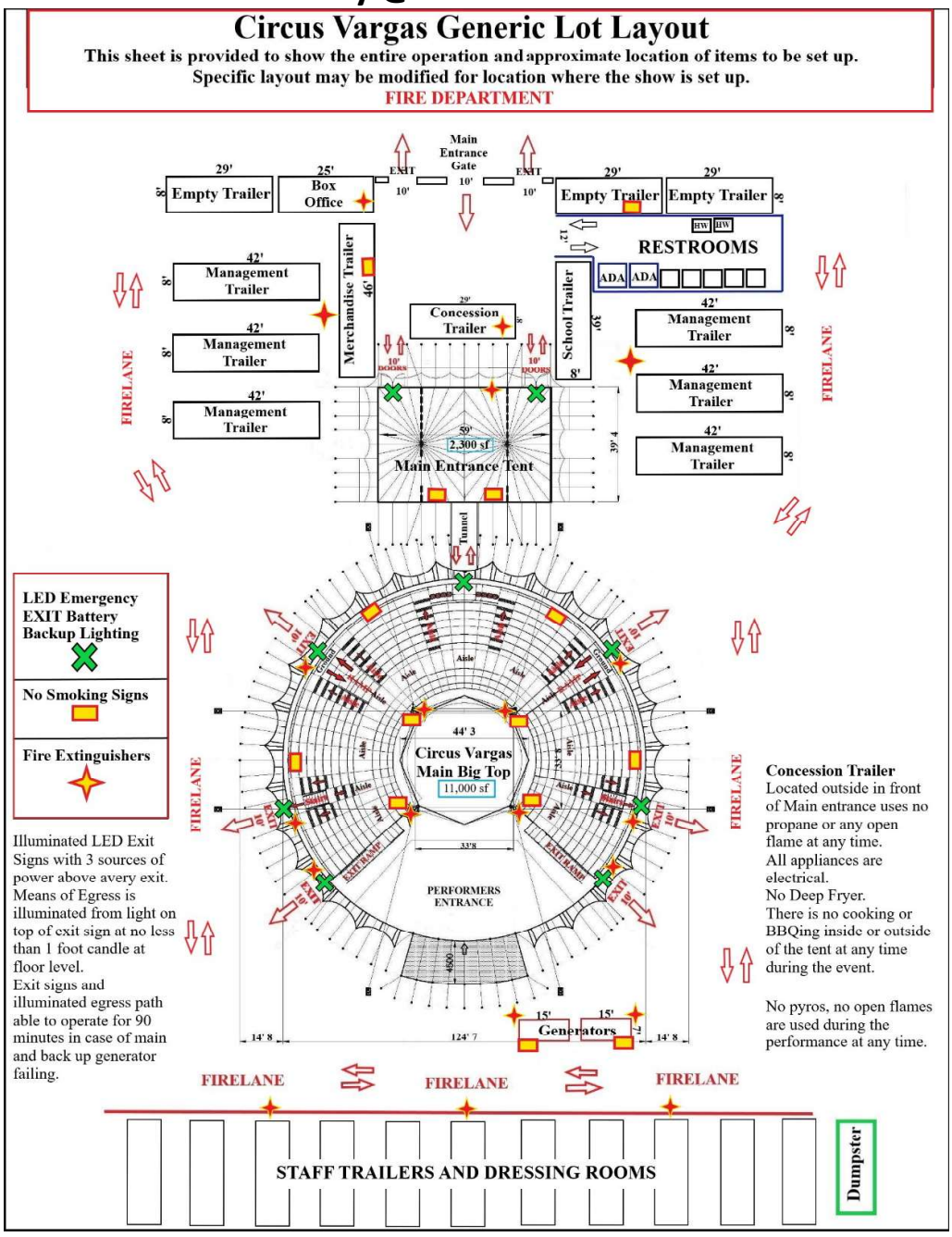
All security personnel will be scheduled one hour before each performance and will stay thirty minutes after the performance. Security personnel will be stationed both inside and outside the tent as well as next to the ticket booth.

Security personnel have access to walkie-talkies for communication between themselves, in addition to cell phones that can be used to call additional personnel as well as local police or firefighters if it becomes necessary.

In addition to the security officers, a closed-circuit video security system monitors the inside of the ticket booth, where money is handled, as well as the midway area and the area in front of the ticket booth. This video system is attached to a recording device that can be used to keep a digital record of events.

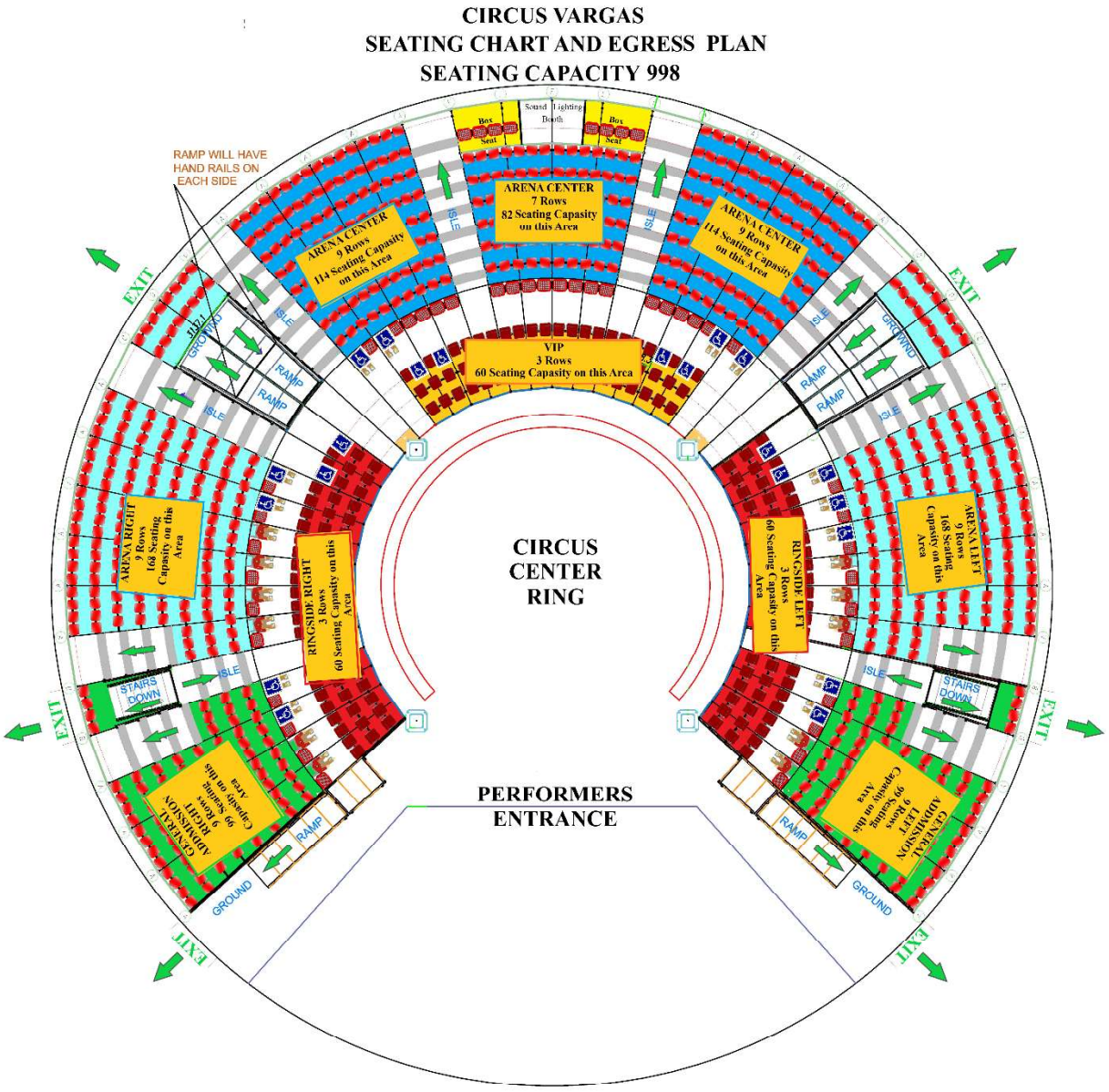
Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



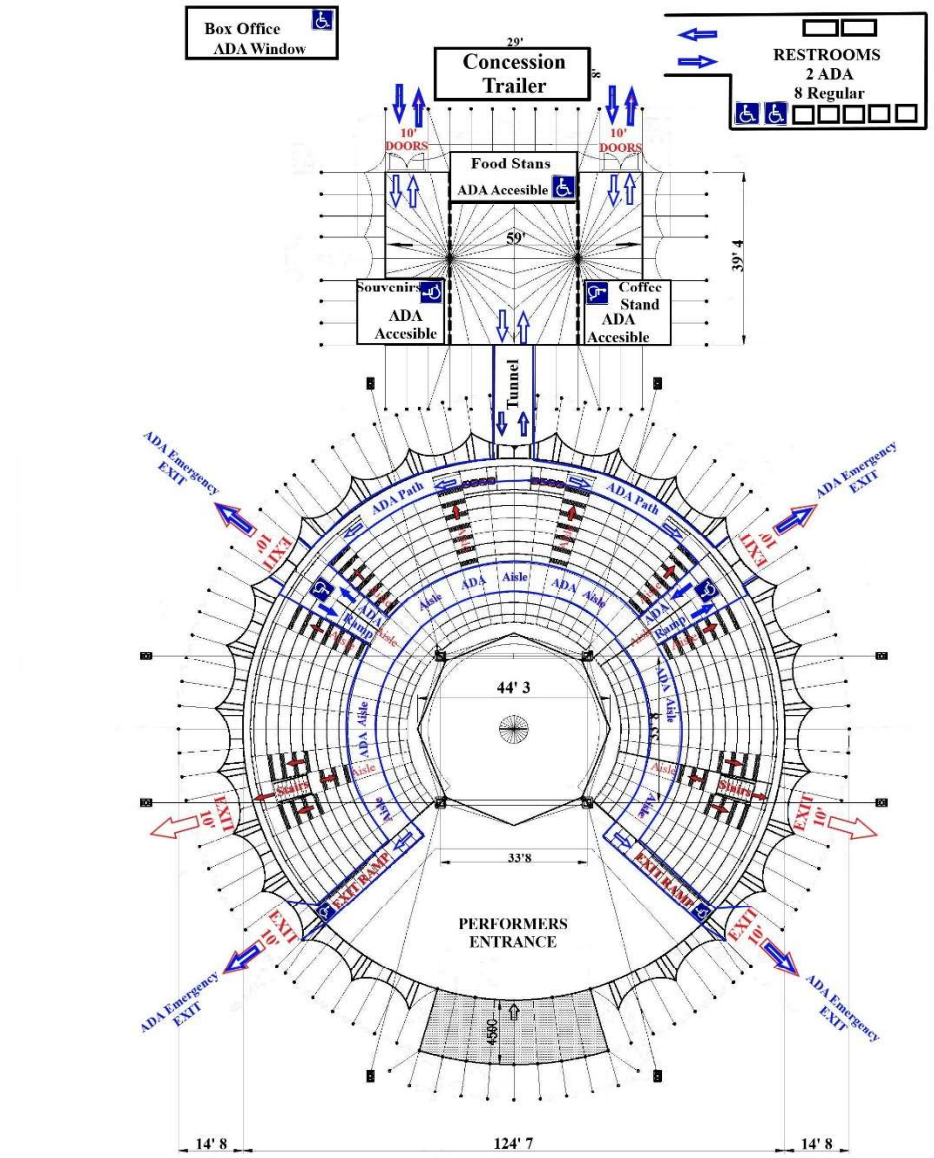
Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

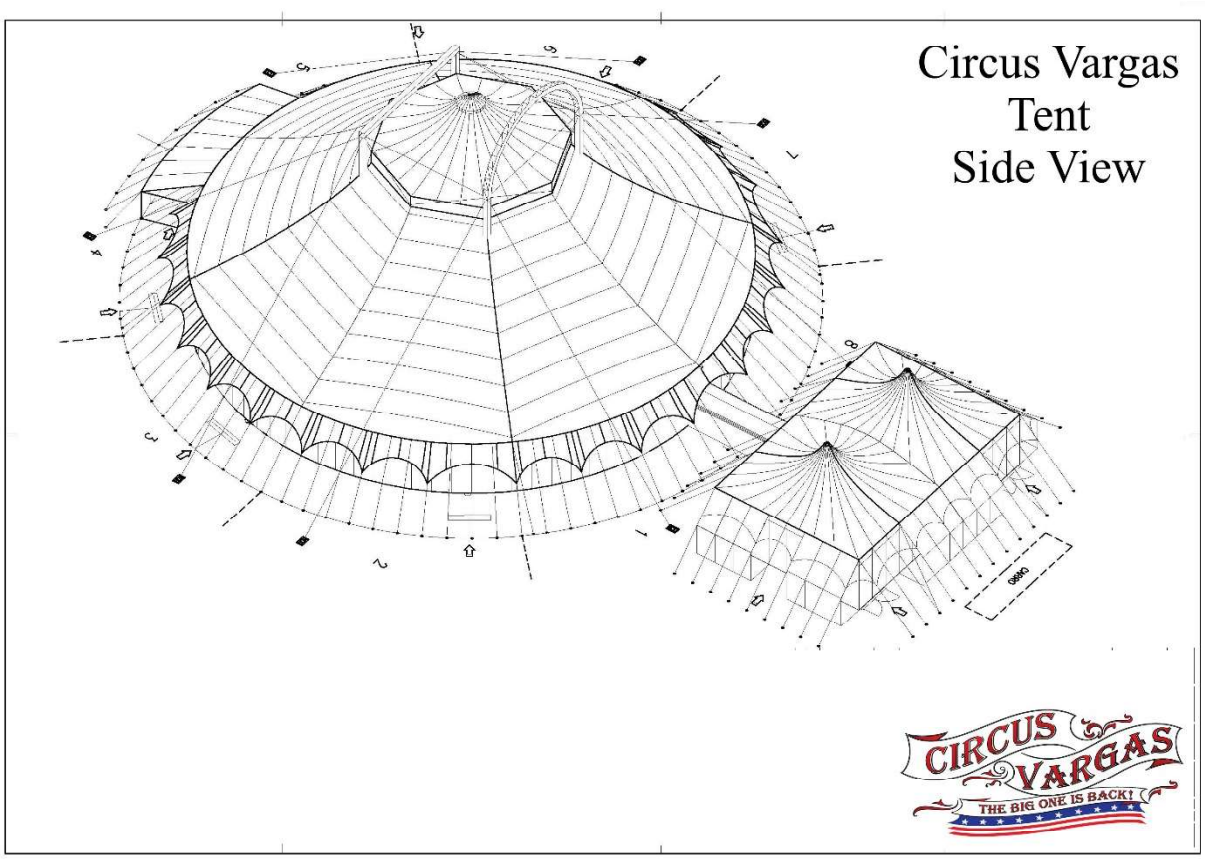
Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



Circus Vargas ADA ACCESSIBILITY Layout and path
Blue lines and Blue arrows are path for ADA Wheel Chairs
Every seatting Section has ADA avilibility with a total of 20 avaliable ADA seating and 40 additional seats for ADA Companions.
Total Maximun Seating Capacity 1032

Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita



Tabares Entertainment, Inc. 7545 Irvine Center Dr. Suite #200 Irvine, CA 92618
Nelson R Quiroga - Phone: 702-513-9767 E-Mail: Nqtabares@Circusvargas.com
Katya Quiroga – Phone: 702-466-4873 E-Mail: kqtabares@circusvargas.com

Circus Vargas 2026 Advance Permit Event Packet
National City @ Westfield Plaza Bonita

CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:
PRECONTRAINT 702, 392

Registration No.
F-44402

Product Marketed By:
SERGE FERRARI
1460 SW 6TH COURTH
POMPANO BEACH, FL 33069

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 1311 5, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.

[redacted]
Deputy State Fire Marshal

Expire: 12/31/2026

FR-8

City of National City
BUSINESS TAX CERTIFICATE

"For Services Provided in National City, California Only"

2026

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE

Business Name CIRCUS VARGAS

Business Location 3030 PLAZA BONITA RD PARKING NATIONAL

Business Owner(s) NELSON QUIROGA

Business Type Amusement - Other

Account Number 09005803

Effective Date January 01, 2026

Expiration Date December 31, 2026

TABARES ENTERTAINMENT
CIRCUS VARGAS
7455 ARROYO CROSSING PKWY STE 220
LAS VEGAS, NV 89113-4088

[redacted]
City Manage[redacted]

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

NOTE: IT IS YOUR OBLIGATION TO RENEW THIS CERTIFICATE WHETHER OR NOT YOU RECEIVE A RENEWAL NOTICE

For all inquiries regarding this certificate, contact HdL Business Tax Support Center at (619) 382-2596.

CIRCUS VARGAS

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST**. If you have questions concerning your business license, contact the Business Support Center via email at: NationalCity@HdLgov.com or by telephone at: (619) 382-2596

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of the National City Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the National City, please display the Business Tax Certificate below in a conspicuous place at he premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS TAX SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of National City
BUSINESS TAX CERTIFICATE

TABARES ENTERTAINMENT
CIRCUS VARGAS
7455 ARROYO CROSSING PKWY STE 220
LAS VEGAS, NV 89113-4088

Account Number: **09005803**

Date of Issue: **01/01/2026**

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 1/6/2026

ESL ID: 4762954629

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 2852432

Entity Name: TABARES ENTERTAINMENT, INC.

- [x] 1. The entity is in good standing with the Franchise Tax Board.
- [ ] 2. The entity is **not** in good standing with the Franchise Tax Board.
- [ ] 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- [ ] 4. We do not have current information about the entity.
- [ ] 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: **ftb.ca.gov**
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

December 18, 2025

City of National City
Attention: Vianey Rivera
Neighborhood Service Division
1243 National City Boulevard
National City, California 91950-4301

Re: Temporary Use Permit
Circus Vargas (Tabares Entertainment, Inc.)- Westfield Plaza Bonita

To whom it may concern:

I hereby authorize Katya Quiroga, acting as representative of Tabares Entertainment, Inc. to operate a business known as Circus Vargas in parking lot #1 at Westfield Plaza Bonita during the dates of February 17, 2026 – March 10, 2026.

Katya Quiroga has permission to install temporary power to poles in parking lot #1 to provide power during the temporary use time if adequate power is not already in place.

Katya Quiroga will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Thank you,

[redacted]

Jessica O'Brien
General Manager

Westfield PLAZA BONITA
3030 Plaza Bonita Road #2075
National City, CA 91950

CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Circus Vargas
EVENT: Circus Vargas
DATE OF EVENT: 02/20/2026 – 03/09/2026

APPROVALS:

COMMUNITY DEVELOPMENT	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]
ENGINEERING	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [ ]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [ ]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [ ]

CONDITIONS OF APPROVAL:

COMMUNITY DEVELOPMENT

Planning

1. All activities shall comply with the limitations in Table III of NCMC Title 12 (Noise).

2. Speakers and lights shall face away from residential properties.

Building

1. No new permanent electrical, mechanical, or plumbing work is permitted for this event. If there is new permanent work being proposed, please contact the Building Department to obtain proper permits.

2. The proposed generators must be properly grounded and located a minimum of 5 feet from any building or enclosure (i.e. tents) to allow for proper ventilation. Any power cords running from the generators or any electrical outlets must be properly secured and covered to avoid trip hazards.

3. It is the owner/operator's responsibility to adhere to accessibility requirements and maintain proper egress.

4. It is the owner/operator's responsibility to obtain all necessary approvals from the other City/County/State agencies.

Samuel Marrinan, CBO
Building Official
smarrinan@nationalcityca.gov
619-336-4351

Neighborhood Services

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

Display of banners -- Banners are allowed on site for event but must be removed immediately thereafter event completion. If you wish to place banners in any location other than on-site, you must get approval from the property/business owner where you intend to display the banner.

COMMUNITY SERVICES

No comments received

ENGINEERING

No comments received

FINANCE

No comments received

FIRE (619) 336-4550

INSPECTION REQUIRED

Total fee amount for all Fire Department permits is, ($865.00) dollars. Tents $671, Places of Assembly $194. Fees can only be waived by the City Council.

Stipulations required by the Fire Department for this event are as follows:

1) Access to Circus Vargas is to be maintained at all times.

2) Fire Department access into and through the booth areas is to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.

3) Exit signs shall be provided at all required exits. Exit signs shall be green in color (National City Municipal Code) and shall be either self-illuminating or electrical, with a 90-minute backup power supply.

4) Fire Hydrants shall not be blocked or obstructed.

5) Participants on foot are to move immediately to the sidewalk upon the approach of emergency vehicle(s).

6) Vehicles in the roadway are to move immediately to the right upon the approach of emergency vehicle(s).

7) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used; they shall be flame-retardant treated with an approved California State Fire Marshal seal attached. A ten-foot separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Fees can only be waived by the City Council.

Canopies:

0 – 400 sf -	$0
401 – 500 sf -	$353.00
501 – 600 sf -	$393.00
601 – 700 sf -	$512.00

Tents:

0 –200 sf -	$353.00
201 – (+) sf -	$671.00

8) Concession stands used for cooking must have at least 10 feet of clearance on two sides and cannot be within 10 feet of amusement rides or devices.

9) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking, a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers are to have a current State Fire Marshal Tag attached.

10) Fire extinguishers to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. The maximum travel distance from an extinguisher shall not be more than 75 feet. **All fire extinguisher to have a current State Fire Marshal Tag attached.**

11) Emergency generators and standby power systems shall be installed, tested, and maintained in accordance with NFPA 110 and NFPA 101, *Standard for Emergency and Standby Power Systems*.

12) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.

Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred and ninety-four dollars ($194.00). Fee is to be paid to the Fire Department Administration offices under a separate permit. **The fee is to be paid prior to the event.**

13) No smoking signs to be posted.

14) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as “Temporary Wiring” only.

15) Fees can only be waived by the City Council.

16) There shall be trained Crowd Managers or crowd manager/supervisors at a ratio of one crowd manager/supervisor for every 250 occupants, as approved in addition to the security. Please provide the current Crowd Manager certification to NCFD prior to the event.

POLICE DEPARTMENT
The police department will conduct extra patrol during unobligated time.

RISK MANAGER (619) 336-4370
Risk Management has reviewed the above-captioned application for a Temporary Use Permit. As the event will be held solely on private property, no additional insurance is required for permit issuance.

It should be noted that the applicant properly executed the Hold Harmless and Indemnification Agreement when the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580
No involvement

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Warrant Register No. 26 for the Period of 12/19/25 through 12/25/25 in the Amount of $1,175,968.21

RECOMMENDATION:
Ratify Warrants Totaling $1,175,968.21.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 12/19/25 – 12/25/25. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
Health Net Inc	1001594	59,744.97	Grp# R1192A City of NC – Jan 2025
Kaiser Foundation	1001604	234,829.68	Grp# 104220 CID: 3991520200
Public Emp Ret	253530147	384,528.81	Service Period 11/25/25 – 12/08/25

FINANCIAL STATEMENT:
Warrant Register Total $1,175,968.21

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – FY26 Warrant Register No. 26

Warrant Register #26
12/19/2025 to 12/25/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
EFT PAYMENTS				
Building				
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQU	1001575	12/19/2025	250.00
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQU	1001576	12/19/2025	250.00
4LINK NETWORK CONSUL	COLLECT AND TRACK HOME INSPECTION REQU	1001577	12/19/2025	250.00
INTERWEST CONSULTING	BUILDING OFFICIAL AND ADMIN MONTHLY SERV	1001597	12/19/2025	35,250.00
INTERWEST CONSULTING	BUILDING OFFICIAL AND ADMIN MONTHLY SERV	1001598	12/19/2025	38,550.00
INTERWEST CONSULTING	PLAN CHECK SERVICES	1001599	12/19/2025	2,880.00
INTERWEST CONSULTING	BUILDING OFFICIAL AND ADMIN MONTHLY SERV	1001600	12/19/2025	24,750.00
INTERWEST CONSULTING	PLAN CHECK SERVICES	1001601	12/19/2025	3,275.00
INTERWEST CONSULTING	BUILDING OFFICIAL AND ADMIN MONTHLY SERV	1001602	12/19/2025	27,000.00
			Total for Building	**132,455.00**
City Atty				
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR GOVERNMENT GVRO	1001584	12/19/2025	622.34
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR GOVERNMENT - POLANC	1001584	12/19/2025	3,928.50
BURKE WILLIAMS & SOR	LEGAL SERVICES FOR GOVERNMENT - CUMMIN	1001584	12/19/2025	4,316.50
CIVICA LAW GROUP APC	LEGAL SERVICES FOR RAMADA MATTER	1001586	12/19/2025	374.24
CIVICA LAW GROUP APC	LEGAL SERVICES FOR SHORT TERM RENTALS	1001586	12/19/2025	874.67
CIVICA LAW GROUP APC	LEGAL SERVICES FOR CODE MATTER 1700 E PL	1001586	12/19/2025	922.69
CIVICA LAW GROUP APC	LEGAL SERVICES FOR 220 14TH STREET MATTE	1001586	12/19/2025	1,344.50
CIVICA LAW GROUP APC	CODE MATTER - RAMADA	1001586	12/19/2025	4,243.00
CIVICA LAW GROUP APC	STUDIO 6 CODE MATTER	1001586	12/19/2025	14,134.50
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION - POLANCO	1001589	12/19/2025	2,636.08
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION - CUMMINS	1001589	12/19/2025	36,577.83
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION - POLANCO	1001589	12/19/2025	150.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION - SDUSD	1001589	12/19/2025	275.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION CUMMINS	1001589	12/19/2025	575.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION POLANCO	1001589	12/19/2025	1,600.00
DEVANEY PATE MORRIS	LEGAL SERVICES FOR LITIGATION - GENERAL	1001589	12/19/2025	2,625.00
			Total for City Atty	**75,199.85**
City Mgr				
LIEBERT CASSIDY WHI	LEGAL SERVICES FOR LABOR NEGOT / POA	1001606	12/19/2025	6,270.00
SMART SOURCE OF CALI	MOP # 63845 - EMPLOYEES BUSINESS CARD	1001610	12/19/2025	55.43
STAPLES BUSINESS ADV	MOP#45704-SUPPLIES AND MATERIALS- CMO	1001612	12/19/2025	99.95
STAPLES BUSINESS ADV	MOP#45704-SUPPLIES AND MATERIALS - CMO	1001612	12/19/2025	21.75
STAPLES BUSINESS ADV	SUPPLIES AND MATERIALS CMO	1001612	12/19/2025	132.74
			Total for City Mgr	**6,579.87**
Clerk				
SMART SOURCE OF CALI	BUSINESS CARDS - CITY CLERK	1001610	12/19/2025	52.68
SMART SOURCE OF CALI	PREPRINTED NO. 10 ENVELOPES	1001610	12/19/2025	336.42
STAPLES BUSINESS ADV	OFFICE SUPPLIES - STAPLES	1001612	12/19/2025	49.71

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
			Total for Clerk	**438.81**
Comm Svcs				
AMAZON CAPITAL SERVI	LIGHT BULBS & CAMERA CHARGER EVENT SUPI	1001582	12/19/2025	15.41
AMAZON CAPITAL SERVI	LIGHT BULBS & CAMERA CHARGER EVENT SUPI	1001582	12/19/2025	80.42
AMAZON CAPITAL SERVI	1FPX	1001582	12/19/2025	(39.38)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(28.08)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(19.70)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(18.72)
AMAZON CAPITAL SERVI	SUPPLIES FOR A KIMBALL HOLIDAY & CAMACHC	1001582	12/19/2025	887.14
AMAZON CAPITAL SERVI	SUPPLIES FOR A KIMBALL HOLIDAY & CAMACHC	1001582	12/19/2025	53.02
AMAZON CAPITAL SERVI	KPOP DANCE & CAMACHO SUPPLIES/CSD	1001582	12/19/2025	354.62
AMAZON CAPITAL SERVI	SUPPLIES FOR A KIMBALL HOLIDAY/CSD	1001582	12/19/2025	398.02
AMAZON CAPITAL SERVI	MLK DANCE PROGRAM SUPPLIES/CSD	1001582	12/19/2025	22.98
AMAZON CAPITAL SERVI	A KIMBALL HOLIDAY SUPPLIES/CSD	1001582	12/19/2025	614.16
AMAZON CAPITAL SERVI	FAB SR CENTER SUPPLIES/CSD	1001582	12/19/2025	264.00
AMAZON CAPITAL SERVI	A KIMBALL HOLIDAY EVENT SUPPLIES/CSD	1001582	12/19/2025	267.59
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(39.36)
AMAZON CAPITAL SERVI	MLK DANCE PROGRAM SUPPLIES/CSD	1001582	12/19/2025	99.68
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(4.05)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(2.82)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(2.81)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(2.81)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(1.11)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(1.11)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(1.11)
AMAZON CAPITAL SERVI	AMAZON CREDIT MEMO/CSD	1001582	12/19/2025	(1.04)
SMART SOURCE OF CALI	MOP 63845 EMPLOYEE MP BUSINESS CARDS/CS	1001610	12/19/2025	64.68
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	1001612	12/19/2025	20.77
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	1001612	12/19/2025	21.14
STAPLES BUSINESS ADV	MOP 45704 MLK OFFICE SUPPLIES/CSD	1001612	12/19/2025	21.14
STAPLES BUSINESS ADV	MOP 45704 MLK AND CASA OFFICE SUPPLIES/CS	1001612	12/19/2025	41.66
STAPLES BUSINESS ADV	MOP 45704 MLK AND CASA OFFICE SUPPLIES/CS	1001612	12/19/2025	41.66
STAPLES BUSINESS ADV	MOP 45704 A KIMBALL HOLIDAY SUPPLIES/CSD	1001612	12/19/2025	67.20
T'S & SIGNS INC	A KIMBALL HOLIDAY SANTAS HELPERS STAFF T	1001614	12/19/2025	1,151.66
T'S & SIGNS INC	A KIMBALL HOLIDAY MARKETING MATERIALS/CS	1001614	12/19/2025	1,781.33
			Total for Comm Svcs	**6,106.18**
Council				
SMART SOURCE OF CALI	BUSINESS CARD - CM DITAS YAMANE	1001610	12/19/2025	106.02
SMART SOURCE OF CALI	BUSINESS CARD - VM MARCUS BUSH	1001610	12/19/2025	64.43
			Total for Council	**170.45**
Eng/PW				

Warrant Register #26
12/19/2025 to 12/25/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
BOOT WORLD	MOP 64096 WORK BOOTS FOR J.FAJARDO FY26	1001583	12/19/2025	176.15
CIRCUIT TRANSIT INC	SPECIALIZED SERVICES FOR CLEAN MOBILITY	1001585	12/19/2025	23,702.80
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FY26-PW/EQM	1001588	12/19/2025	393.97
GRAINGER	MOP 65179 BUILDING SUPPLIES FY26-PW/FAC	1001591	12/19/2025	28.17
GRAINGER	MOP 65179 STREET SUPPLIES FY26-PW/STS	1001591	12/19/2025	408.29
GRAINGER	MOP 65179 STREETS SUPPLIES FY26-PW/STS	1001591	12/19/2025	408.29
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FA	1001593	12/19/2025	783.15
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FA	1001593	12/19/2025	396.58
HASA INC	CHEMICALS FOR MUNICIPAL POOL FY26-PW/FA	1001593	12/19/2025	958.64
INTERNATIONAL EMERGE	SAFETY LIGHTING ON VEH #397L-PW/EQM	1001595	12/19/2025	2,065.47
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	200.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	250.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	330.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	390.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	135.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	210.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	1,400.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	90.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	160.00
JJJ ENTERPRISES	FIRE AND SECURITY ALARM MONITORING FY26-	1001603	12/19/2025	200.00
LEFORT'S SMALL ENGIN	MOP 80702 ENGINE INSPECTION FY26-PW/PARK	1001605	12/19/2025	63.70
NERI LANDSCAPE ARCHI	CIP 22-26 EL TOYON PARK PROP 68 IMPROVEME	1001608	12/19/2025	2,709.15
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001609	12/19/2025	253.62
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001609	12/19/2025	1,069.21
SEDANO FORD OF LM, I	R&M CITY VEHICLES FY26-PW/EQM	1001609	12/19/2025	146.80
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001611	12/19/2025	450.00
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001611	12/19/2025	1,032.43
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001611	12/19/2025	4,261.48
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001611	12/19/2025	5,400.00
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26-PW/STS	1001611	12/19/2025	5,708.27
SOUTHWEST SIGNAL SER	INTERSECTON MAINTENANCE FY26	1001611	12/19/2025	11,074.76
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES FY26-PW/STS	1001613	12/19/2025	441.66
T'S & SIGNS INC	WEARING APPAREL FOR EQM FY26-PW/EQM	1001614	12/19/2025	606.82
VISTA PAINT	MOP 68834, PAINT SUPPLIES	1001617	12/19/2025	442.54
WETMORES	MOP 80333 AUTO SUPPLIES FY26-PW/EQM	1001618	12/19/2025	(139.85)
WETMORES	MOP 80333 AUTO SUPPLIES F26-PW/EQM	1001618	12/19/2025	139.85
WETMORES	MOP 80333 AUTO SUPPLIES FY26-PW/EQM	1001618	12/19/2025	167.82
WETMORES	MOP 80333 AUTO SUPPLIES FY26-PW/EQM	1001618	12/19/2025	292.54
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY26-PW/EQM	1001619	12/19/2025	151.64

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
WILLY'S ELECTRONIC S	MOP 45763 ELECTRIC SUPPLIES FY26-PW/EQM	1001619	12/19/2025	20.45
			Total for Eng/PW	**67,159.40**
Finance				
HEALTH NET INC	GRP #ZI454F VPE ER: CITY OF NATIONAL CITY -	1001594	12/19/2025	9.06
HEALTH NET INC	GRP #ZI454A VPE: CITY OF NATIONAL CITY - JAN	1001594	12/19/2025	313.33
HEALTH NET INC	GRP #LB439F ER: CITY OF NATIONAL CITY - JAN	1001594	12/19/2025	816.26
HEALTH NET INC	GRP #R1192Q COBRA CITY OF NATIONAL CITY -	1001594	12/19/2025	1,601.75
HEALTH NET INC	GRP #R1192R ER: CITY OF NATIONAL CITY - JAN	1001594	12/19/2025	2,890.41
HEALTH NET INC	#N8240A CITY OF NATIONAL CITY HSA PPO IND	1001594	12/19/2025	4,946.90
HEALTH NET INC	GRP #LB439A CITY OF NATIONAL CITY - JAN '26	1001594	12/19/2025	27,329.94
HEALTH NET INC	GRP #GX011A CITY OF NATIONAL CITY - JAN '26	1001594	12/19/2025	35,836.95
HEALTH NET INC	GRP #R1192A CITY OF NATIONAL CITY - JAN '26	1001594	12/19/2025	59,744.97
KAISER FOUNDATION HE	GRP #104220 CID: 3991520200 CITY OF NATIONA	1001604	12/19/2025	234,829.68
KAISER FOUNDATION HE	GRP #104220 CID: 3991520200 CITY OF NATIONA	1001604	12/19/2025	42,814.01
SMART SOURCE OF CALI	MOP #63845 / BUSINESS CARDS - SILVA / FIN. DE	1001610	12/19/2025	52.68
			Total for Finance	**411,185.94**
Fire				
INTERWEST CONSULTING	PLAN CHECKS FOR FIRE, FY25-26	1001596	12/19/2025	718.20
STAPLES BUSINESS ADV	MOP#45704, BANKERS BOX BASIC 20 PK	1001612	12/19/2025	55.80
STAPLES BUSINESS ADV	MOP#45704, COPY PAPER AND G2 GEL PEN	1001612	12/19/2025	164.90
THE COUNSELING TEAM	EMPLOYEE MEDICAL SUPPORT SERVICES	1001615	12/19/2025	115.50
			Total for Fire	**1,054.40**
HR				
ADMINSURE INC	WC CLAIMS ADMINISTRATION - DECEMBER	1001579	12/19/2025	9,128.00
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	1001581	12/19/2025	690.00
ALTA LANGUAGE SERVIC	EMPLOYEE BILINGUAL TESTING	1001581	12/19/2025	414.00
LIEBERT CASSIDY WHI	2026 LCW ANNUAL CONFERENCE - A. HICKS	1001606	12/19/2025	1,145.00
LISA I GOLDEN	ERGONOMIC EVALUATION & REPORT - J. TRANA	1001607	12/19/2025	425.00
			Total for HR	**11,802.00**
IT				
COMPLETE PAPERLESS	LASERFICHE QUICKFIELDS SOFTWARE	1001587	12/19/2025	8,921.60
GRANICUS	GOVACCESS WEBSITE LICENSING	1001592	12/19/2025	22,752.82
GRANICUS	SWAGIT WEBCASTING FY26	1001592	12/19/2025	2,353.10
			Total for IT	**34,027.52**
Library				
AMAZON CAPITAL SERVI	AMAZON- FAMILY LITERACY	1001582	12/19/2025	32.42
AMAZON CAPITAL SERVI	AMAZON- FAMILY LITERACY	1001582	12/19/2025	77.33
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES	1001582	12/19/2025	241.72
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES- DISHRACK, SMALL CLI	1001582	12/19/2025	31.52
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES- ZIP TIES	1001582	12/19/2025	82.72
AMAZON CAPITAL SERVI	MATERIALS & SUPPLIES- U-TOOLIZE SHELVING	1001582	12/19/2025	282.53

Warrant Register #26
12/19/2025 to 12/25/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMAZON CAPITAL SERVI	COMPUTER EQUIPMENT- SIGN, ENGRAVING MA	1001582	12/19/2025	119.86
			Total for Library	**868.10**
Neigh Svcs				
GRAINGER	MOP 65179 UNIFORMS ITEMS	1001591	12/19/2025	182.29
			Total for Neigh Svcs	**182.29**
Nutrition				
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	993.82
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	244.62
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	612.83
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	158.74
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	1,270.28
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	(11.25)
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	509.95
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	1,563.58
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	652.31
ALDEMCO	FOOD/CONSUMABLES FOR NUTRITION CTR. FY2	1001580	12/19/2025	1,304.22
THE LLOYD PEST CONTR	PEST CONTROL FOR MONTH OF OCTOBER 2025	1001616	12/19/2025	162.00
THE LLOYD PEST CONTR	PEST CONTROL FOR MONTH OF NOVEMBER 202	1001616	12/19/2025	162.00
			Total for Nutrition	**7,623.10**
Police				
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FY 2026	1001578	12/19/2025	64.65
ACE UNIFORMS & ACCES	UNIFORMS AND ACCESSORIES FOR PD FY 2026	1001578	12/19/2025	226.25
AMAZON CAPITAL SERVI	MASSAGE GUN DEEP TISSUE	1001582	12/19/2025	31.47
AMAZON CAPITAL SERVI	DRAFTING CHAIR / IT	1001582	12/19/2025	137.01
ENRICH ENTERPRISES	UNIFORM HASHMARK (CANCER AWARENESS)	1001590	12/19/2025	277.31
ENRICH ENTERPRISES	UNIFORM HASHMARK (CANCER AWARENESS)	1001590	12/19/2025	24.95
STAPLES BUSINESS ADV	MOP #45704 / XMAS GIVEAWAY SUPPLIES / ADM	1001612	12/19/2025	101.93
T'S & SIGNS INC	BPO T SHIRTS & SIGNS FY2026/MEMORY WALL	1001614	12/19/2025	478.51
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE FY 2026	1001615	12/19/2025	1,200.00
			Total for Police	**2,542.08**
			EFT PAYMENTS Total	**757,394.99**
WIRED PAYMENTS				
Finance				
PUBLIC EMP RETIREMENT	SERVICE PERIOD 11/25/2025 - 12/08/2025	253530147	12/22/2025	384,528.81
			Total for Finance	**384,528.81**
			WIRED PAYMENTS Total	**384,528.81**
P-CARD PAYMENTS				
City Atty				
SAN DIEGO UNION TRIB-SUB	SAN DIEGO UNION TRIB-SUB		9/29/2025	27.00
			Total for City Atty	**27.00**

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
City Mgr				
85C BAKERY CAFE	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	31.65
COSTCO WHOLESALE	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	38.77
COSTCO WHOLESALE	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	57.98
COSTCO WHOLESALE	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	64.64
COSTCO WHOLESALE	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	87.68
COSTCO WHOLESALE	HOSPITALITY SERVICES FOR AN EMPLOYEE RE		9/29/2025	204.71
COSTCO WHOLESALE	HOSPITALITY SERVICES FOR AN EMPLOYEE RE		9/29/2025	204.71
COZINES GROCERY STORE	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	71.33
EL SUPER	EVENT HOSPITALITY FOR EMPLOYEE RECOGNI		9/29/2025	54.79
EL SUPER	EVENT HOSPITALITY FOR EMPLOYEE RECOGNI		9/29/2025	142.33
JERSEY MIKE'S	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	101.97
NAHOMIES CAFE AND DELI	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	109.52
PARADISE LIQUOR	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	17.52
RED ROBIN	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	183.25
SAN DIEGO UNION TRIB-SUB	PERIODICAL SUBSCRIPTIONS FOR WORKPLACE		9/29/2025	14.00
SAN DIEGO UNION TRIB-SUB	PERIODICAL SUBSCRIPTIONS FOR WORKPLACE		9/29/2025	30.17
SHELL	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	13.09
SHELL	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	13.09
SMART & FINAL	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	21.48
SMART & FINAL	EVENT HOSPITALITY FOR EMPLOYEE RECOGNI		9/29/2025	24.41
SMART & FINAL	HOSPITALITY SERVICES FOR AN EMPLOYEE RE		9/29/2025	30.20
TACO SALSA	HOSPITALITY SERVICES FOR AN EMPLOYEE RE		9/29/2025	267.39
UPS	FURNITURE ITEMS RETURN CHARGE - SHIPPING		9/29/2025	483.78
WAL-MART	HOSPITALITY SERVICES FOR AN INTERNAL MEE		9/29/2025	17.21
			Total for City Mgr	**2,285.67**
Clerk				
LEAGUE OF CALIFORNIA	LEAGUE OF CALIFORNIA CITIES - NEW LAW COI		9/29/2025	(170.00)
LEAGUE OF CALIFORNIA	LEAGUE OF CALIFORNIA CITIES - NEW LAW COI		9/29/2025	770.00
			Total for Clerk	**600.00**
Comm Dev				
CALBO	CALIFORNIA BUILDING OFFICIALS GOVERNMEN		9/29/2025	340.00
SOUTHWEST AIRLINES	PRC #T3471 L.MOATS SOUTHWEST FLIGHT TO (		9/29/2025	278.60
			Total for Comm Dev	**618.60**
Comm Svcs				
AMAZON.COM	CASA OFFICE SUPPLIES/CSD		9/29/2025	7.60
AMAZON.COM	CASA MUSIC PROGRAMMING SUPPLIES/CSD		9/29/2025	32.60
AMAZON.COM	CASA RECREATION SUPPLIES/CSD		9/29/2025	100.74
BOOKING.COM	NRPA CONFERENCE HOTEL/CSD PRC#T3442		9/29/2025	437.85
CONSTANT CONTACT INC	MONTHLY SUBSCRIPTION 8.28.25		9/29/2025	165.90

Warrant Register #26
12/19/2025 to 12/25/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
CONSTANT CONTACT INC	MONTHLY SUBSCRIPTION 9.28.25		9/29/2025	316.12
DICK'S SPORTING GOODS	CAMACHO SOCCER PROGRAMMING SUPPLIES/C		9/29/2025	423.84
DOLLAR TREE	CASA MUSIC SHOWCASE SUPPLIES/CSD		9/29/2025	12.33
DOLLAR TREE	YEP WORKSHOP & CELEBRATION/CSD		9/29/2025	26.20
DOLLAR TREE	FAB CROCHET SUPPLIES/CSD		9/29/2025	53.32
DOLLAR TREE	CASA REC. SUPPLIES/CSD		9/29/2025	57.19
EL SUPER	YEP WORKSHOP & CELBRATION/CSD		9/29/2025	17.99
EL SUPER	YEP WORKSHOP & CELEBRATION/CSD		9/29/2025	106.24
FIRST WATCH	NRPA CONFERENCE SUBSISTENCE/CSD PRC#T:		9/29/2025	18.03
ISTOCKPHOTO	MONTHLY SUBSCRIPTION		9/29/2025	40.00
ISTOCKPHOTO	MONTHLY SUBSCRIPTION/CSD		9/29/2025	40.00
KEKES	NRPA CONFERENCE SUBSISTENCE/CSD PRC#T:		9/29/2025	20.57
MIAS ITALIAN KITCHE	NRPA CONFERENCE SUBSISTENCE/CSD PRC#T:		9/29/2025	48.56
MICHAELS ARTS AND CRAFT	WK 1 CAMACHO DANCE CAMP SUPPLIES/CSD		9/29/2025	28.20
MICHAELS ARTS AND CRAFT	WK 1 CAMACHO DANCE CAMP SUPPLIES/CSD		9/29/2025	43.39
MICHAELS ARTS AND CRAFT	WK 1 CAMACHO DANCE CAMP SUPPLIES/CSD		9/29/2025	77.65
NINTENDO	CASA ESPORTS DIGITAL GAME/CSD		9/29/2025	4.99
NINTENDO	CASA ESPORTS DIGITAL GAMES/CSD		9/29/2025	59.97
ORANGE COUNTY	NRPA CONFERENCE SUBSISTENCE/CSD PRC#T:		9/29/2025	17.53
SALTGRASS	NRPA CONFERENCE SUBSISTENCE/CSD PRC#T:		9/29/2025	61.80
SAN JACKINTHEBOX T1W	NRPA CONFERENCE SUBSISTENCE/CSD PRC#T:		9/29/2025	11.30
SMART & FINAL	FAB FACILITY SUPPLIES/CSD		9/29/2025	29.35
SMART & FINAL	FAB DANCE SUPPLIES/CSD		9/29/2025	47.14
SMART & FINAL	FAB DANCE SUPPLIES/CSD		9/29/2025	85.14
SPOTIFY	MONTHLY SUBSCRIPTION/CSD		9/29/2025	19.99
UBER TECHNOLOGIES	NRPA CONFERENCE TRANSPORTATION/CSD PR		9/29/2025	2.00
UBER TECHNOLOGIES	NRPA CONFERENCE TRANSPORTATION/CSD PR		9/29/2025	2.00
UBER TECHNOLOGIES	NRPA CONFERENCE TRANSPORTATION/CSD PR		9/29/2025	6.91
UBER TECHNOLOGIES	NRPA CONFERENCE TRANSPORTATION/CSD PR		9/29/2025	8.96
UBER TECHNOLOGIES	NRPA CONFERENCE TRANSPORTATION/CSD PR		9/29/2025	9.61
WAL-MART	YEP WORKSHOP & CELEBRATION/CSD		9/29/2025	14.09
WAL-MART	CASA MUSIC SHOWCASE/CSD		9/29/2025	87.41
		Total for Comm Svcs		**2,542.51**
Council				
AMAZON.COM	CC/ REQUESTED OFFICE SUPPLIES		9/29/2025	64.04
BIG BEN MARKET	CC-EVENT SETUP SUPPLIES FOR COMMUNITY C		9/29/2025	23.03
BLUETRITON BRANDS	CC/HOSPITALITY SERVICES FOR AN DEPARTME		9/29/2025	10.18
BLUETRITON BRANDS	CC/HOSPITALITY SERVICES FOR AN DEPARTME		9/29/2025	10.18
BLUETRITON BRANDS	CC/HOSPITALITY SERVICES FOR AN DEPARTME		9/29/2025	10.18
BLUETRITON BRANDS	CC/HOSPITALITY SERVICES FOR AN DEPARTME		9/29/2025	10.18
BLUETRITON BRANDS	CC/HOSPITALITY SERVICES FOR AN DEPARTME		9/29/2025	10.14

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
COSTCO WHOLESALE	CC/DISTRICT 3 HOSPITALITY SERVICE FOR VOL		9/29/2025	20.48
COSTCO WHOLESALE	CC/PROMOTIONAL DISPLAY MATERIALS FOR PU		9/29/2025	79.30
COSTCO WHOLESALE	CC/HOSPITALITY SERVICE FOR DISTRICT PROJE		9/29/2025	88.50
COSTCO WHOLESALE	CC/HOSPITALITY SERVICES FOR AN EMPLOYEE		9/29/2025	93.40
NAHOMIES CAFE AND DELI	CC/HOSPITALITY SERVICE FOR MURAL PROJEC		9/29/2025	109.52
NAPOLEONES	CC- HOSPITALITY SERVICES FOR AN INTERNAL		9/29/2025	207.81
SARI SARI 99 CENT AND MOR	CC/DISTRICT 3 - MATERIALS ITEMS FOR PUBLIC		9/29/2025	9.18
SMART & FINAL	CC/HOSPITALITY SERVICE FOR MURAL PROJEC		9/29/2025	26.05
STARBUCKS	CC/HOSPITALITY SERVICE FOR MURAL PROJEC		9/29/2025	44.00
TACO SALSA	CC/HOSPITALITY SERVICE FOR MURAL PROJEC		9/29/2025	151.54
VALLARTA SUPERMARKETS	CC/HOSTPITALITY SERVICES FOR AN OFFICIAL		9/29/2025	25.99
VALLARTA SUPERMARKETS	CC/HOSPITALITY SERVICES FOR AN IDISTRICT M		9/29/2025	30.21
			Total for Council	**1,023.91**
Eng/PW				
(APWA - CAD) AMERICAN	WWW.APWA.NET -PUBLIC FLEET MNGT TRAINN		9/29/2025	225.00
BUSY BEES LOCKS & KEYS IN	SQ *BUSY BEES LOCKS & KEY - FACILITIES FY26		9/29/2025	16.31
CALIFORNIA UNDER LOCK	CALIFORNIA UNDER LOCK- FACILITIES DIVSION		9/29/2025	20.66
CALIFORNIA UNDER LOCK	CALIFORNIA UNDER LOCK- FACILITIES DIVISION		9/29/2025	22.00
EVENTBRITE	EB *LABOR COMPLIANCE TRAINING FOR LZAPPI		9/29/2025	65.00
EVENTBRITE	EB *LABOR COMPLIANCE TRAINING FOR RRODF		9/29/2025	65.00
EVENTBRITE	EB *LABOR COMPLIANCE TRAINING FOR TGONZ		9/29/2025	65.00
SDCRAA	SDIA AIRPORT PARKING FOR TGONZALES FOR		9/29/2025	73.00
VITALCHEK	VCN*SANDIEGOCOASSESSORCTR - SAN DIEGO		9/29/2025	16.50
VITALCHEK	VCN*SAN DIEGO CTY COUNTER DOCUMENT FIL		9/29/2025	52.50
			Total for Eng/PW	**620.97**
Finance				
COSTCO WHOLESALE	EXEC BUSINESS MEMBERSHIP		9/29/2025	48.75
COSTCO WHOLESALE	EXEC BUSINESS MEMBERSHIP		9/29/2025	48.75
COSTCO WHOLESALE	EXEC BUSINESS MEMBERSHIP		9/29/2025	48.75
COSTCO WHOLESALE	EXEC BUSINESS MEMBERSHIP		9/29/2025	48.75
USPS	OVERNIGHT MAIL FOR LAIF		9/29/2025	31.40
			Total for Finance	**226.40**
Fire				
76	PEAK FIRE REQUEST#O-203, INCIDENT#CA-SGF		9/29/2025	87.25
76	JASEN MATLOCK, PEAK, REQ#0-252, FUEL		9/29/2025	110.00
ACE HARDWARE	SUPPLIES DURING PEAK FIRE		9/29/2025	94.55
AMAZON.COM	CLONED CARD - CARD REPLACED		9/29/2025	(53.16)
AMAZON.COM	CLONED CARD - CARD REPLACED		9/29/2025	(16.16)
AMAZON.COM	FIRE PREVENTION WEEK TABLECLOTHS		9/29/2025	35.44
AMAZON.COM	FIRE PREVENTION WEEK TABLECLOTHS		9/29/2025	35.44
AMAZON.COM	CLEANING MOP FOR FIRE STATION 34		9/29/2025	35.47

Warrant Register #26
12/19/2025 to 12/25/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
AMAZON.COM	NEO PURE REVERSE OSMOSIS STORAGE TANK		9/29/2025	36.47
AMAZON.COM	RAPID NON DAMAGING ADHESIVE REMOVAL		9/29/2025	39.14
AMAZON.COM	REPLACEMENT OF HEADSET MICROPHONE COV		9/29/2025	40.17
AMAZON.COM	MAILBOX LOCK STATION 31		9/29/2025	44.57
AMAZON.COM	STARLINK MINI DC POWER CABLE		9/29/2025	52.18
AMAZON.COM	LEAF BLOWER FIRE STATION 34		9/29/2025	54.36
AMAZON.COM	BINOCULARS AND SHOE POLISH		9/29/2025	57.14
AMAZON.COM	ORANGE FOAM POLISHING PAD FS 34		9/29/2025	75.00
AMAZON.COM	STARLINK MINI CASE		9/29/2025	108.72
AMAZON.COM	PORTABLE FAST BOIL FOR FIRE STATION STOV		9/29/2025	139.56
AMAZON.COM	ENTRY WAY RUG FIRE STATION 34		9/29/2025	192.25
AMAZON.COM	CAMP SELF-INFLATING FOAM SLEEPING MAT FC		9/29/2025	333.06
AMAZON.COM	STARLINK MINI KIT WITH ROUTER FOR DEPLOYI		9/29/2025	1,087.48
AMERICANA MODERN HOTEL	PEAK FIRE, REQUEST#O-203,INCIDENT#CA-SGF-		9/29/2025	144.14
ARCO	GARNET FIRE, TREVOR HALLIBURTON, REQ#O-3		9/29/2025	61.67
ARCO	JASEN MATLOCK, PEAK, REQ#0-252, FUEL		9/29/2025	76.46
CATTLEMENS - REDDING	PEAK FIRE, REQUEST#O-203,INCIDENT#CA-SGF-		9/29/2025	43.94
CHEVRON	GARNET FIRE, TREVOR HALLIBURTON, REQ#O-3		9/29/2025	85.99
CHEVRON	GAS RECEIPT REMS O-465.1		9/29/2025	136.01
CHEVRON	FIRE DEPLOYMENT FUEL REMS O-475.2		9/29/2025	155.54
CVS	EMS FOR FLU SHOTS		9/29/2025	32.56
DOUBLETREE HOTEL	JASEN MATLOCK, PEAK FIRE, REQ#0-252 MEAL		9/29/2025	26.94
DOUBLETREE HOTEL	JASEN MATLOCK, PEAK, REQ#0-252, LODGING, S		9/29/2025	123.41
ENTERPRISE RENT A CA	0-815 BENEDEK GIFFORD FIRE - EMPF 225 CAR I		9/29/2025	879.18
ENTERPRISE RENT A CA	ENTERPRISE RENTAL CAR -0-816 GIFFORD FIRE		9/29/2025	1,218.74
ENTERPRISE RENT A CA	VEHICLE RENTAL INVOICE - STILES REMSO-465		9/29/2025	1,544.12
ENTERPRISE RENT A CA	VEHICLE RENTAL INVOICE - WILSON REMS O-46		9/29/2025	1,549.34
ENTERPRISE RENT A CA	CAR RENTAL DEPLOYMENT PEAK FIRE BRIAN KI		9/29/2025	1,649.90
EXPRESS LANES	TOLL FEE SERGIO MORA		9/29/2025	29.70
EXPRESS LANES	TOLL FEE SERGIO MORA		9/29/2025	55.65
FEDERAL EXPRESS	FEDEX MEDICATION ORDER FORM		9/29/2025	53.57
HARBOR FREIGHT TOOLS	PEAK FIRE TOOL BOX		9/29/2025	301.69
HARRIS RANCH RESORT	PEAK FIRE DEPLOYMENT LODGING FOR DC BRI		9/29/2025	129.00
HARRIS RANCH RESTAURANT	PEAK FIRE DEPLOYMENT BREAKFAST		9/29/2025	42.42
HILTON GARDEN INN	O.57, PICKETT, VIORA, HOTEL, $178.39 - 08-30		9/29/2025	178.39
HOME DEPOT CREDIT SE	STATION SECURITY FOR FIRE STATION 31		9/29/2025	69.62
HOTEL MISSION DE ORO	WATER BOTTLE AT DEPLOYMENT LODGING		9/29/2025	2.50
HOTEL MISSION DE ORO	PEAK FIRE DEPLOYMENT LODGING		9/29/2025	165.00
JACKSONS FOOD STORES	PEAK FIRE DEPLOYMENT FUEL		9/29/2025	111.58
KERN RIVER BREWING CO	REQ#O-139 S ROBINSON DINNER		9/29/2025	40.00
MAIL SERVICES PLUS	FEDEX OVERNIGHT MAIL SERVICES DEA MEDIC		9/29/2025	56.17

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MARRIOTT	PEAK FIRE DEPLOYMENT LODGING		9/29/2025	66.00
MARRIOTT	PEAK FIRE DEPLOYMENT LODGING		9/29/2025	130.00
MARRIOTT	PEAK FIRE LODGING		9/29/2025	139.41
MAVERIK	JASEN MATLOCK, PEAK, REQ#0-252, FUEL		9/29/2025	84.00
NATIONWIDE MEDICAL	NATIONWIDE MEDICAL SURGICAL FENTANYL		9/29/2025	148.78
NFPA FULFILLMENT CEN	NFPA MEMBERSHIP ROBERT HERNANDEZ		9/29/2025	225.00
NFPA FULFILLMENT CEN	NFPA NATIONAL FIRE CODES SUBSCRIPTION SE		9/29/2025	1,552.50
OFF ROAD WAREHOUSE	REMS EQUIPMENT, EQUIPMENT NEEDE FOR RE		9/29/2025	302.91
RIVERVIEW LODGE	REQ#O-139 ROBINSON HOTEL 9-1 - 9-2, $265.22		9/29/2025	265.22
SHELL	PEAK FIRE FUEL		9/29/2025	164.31
SLO COUNTY PARKS	LODGING GIFFORD FIRE DEPLOYMENT SERGIO		9/29/2025	80.34
SPRINGHILL SUITES	REQ#O-139 ROBINSON HOTEL 8-30 - 8-31, $379.		9/29/2025	379.14
THE TOLL ROADS	TOLL ROAD CHIEF SERGIO MORA		9/29/2025	9.55
TRANSCAT DIV	CALIBRATION BERLINGER FRIDGE - L TEMPERA		9/29/2025	140.40
TRINITY ALPS GOLF WEA	PEAK FIRE REQUEST#O-203,INCIDENT#CA-SGF-		9/29/2025	58.29
TRINITY ALPS GOLF WEA	PEAK FIRE DEPLOYMENT DINNER		9/29/2025	67.11
TRINITY COUNTY BREWING	PEAK DEPLOYMENT DINNER		9/29/2025	61.78
WHITMORE INN	PEAK FIRE DEPLOYMENT LODGING		9/29/2025	407.54
WHITMORE INN	PEAK FIRE, REQUEST#O-203,INCIDENT#CA-SGF-		9/29/2025	407.54
			Total for Fire	**16,241.98**
HR				
CALPELRA	MEMBERSHIP - CONCHITA WAITE		9/29/2025	390.00
DULCERIA MONARKA	RECRUITMENT		9/29/2025	78.70
EL SUPER	RECRUITMENT		9/29/2025	80.25
EL SUPER	RECRUITMENT		9/29/2025	91.94
HOYA	EMPLOYEE SAFETY GLASSESS		9/29/2025	249.00
PSHRA PUBLIC SECTOR HR	MEMBERSHIP AGENCY		9/29/2025	420.00
PSHRA SAN DIEGO	MEMBERSHIP - ALICIA HICKS		9/29/2025	40.00
STARBUCKS	RECRUITMENT		9/29/2025	110.00
			Total for HR	**1,459.89**
IT				
APEXDESK	RISER ADAPTER CORD		9/29/2025	125.07
DELL	ADOBE ACROBAT 2025 LICENSE		9/29/2025	168.30
ESRI	ARCGIS ONLINE PORTAL CREDITS		9/29/2025	480.00
MUNICPAL INFO SYSTEMS	MISAC		9/29/2025	130.00
TWILIO, INC.	TWILIO COMMUNICATIONS PLATFORM		9/29/2025	100.00
ZOOM	ZOOM.COM MONTHLY SUBSCRIPTION		9/29/2025	843.03
			Total for IT	**1,846.40**
Library				
COSTCO WHOLESALE	COSTCO WHSE #0483- CULTURE CLUB, HISPANI		9/29/2025	247.21
FRIENDS OF FRIENDS	FRIENDS OF FRIENDS COFFEE HOUSE- GIFT CA		9/29/2025	100.00

Warrant Register #26
12/19/2025 to 12/25/2025

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
LIGHTBURN SOFTWAR	SP LIGHTBURN SOFTWARE- TOOL LIBRARY IN C		9/29/2025	495.00
SURVEY MONKEY INC	SURVEY MONKEY- CULTURE CLUB		9/29/2025	300.00
			Total for Library	**1,142.21**
Police				
ACE PARKING	ACE PARKING / CHIEF AND SD MAYOR LUNCH		9/29/2025	14.00
AMAZON.COM	CA BEAR FLAG REFUND WRONG SIZE		9/29/2025	(65.24)
AMAZON.COM	VIVE TRIGGER FINGER SPLINT - SUPPORT BRAC		9/29/2025	17.82
AMAZON.COM	MEMORY CARD 128GB FOR INVESTIGATIONS		9/29/2025	21.59
AMAZON.COM	CA BEAR FLAG REPLACEMENT SIZE FOR OUTDC		9/29/2025	34.77
AMAZON.COM	PLASTIC BEAKERS VARIOUS VOLUME SIZES ANI		9/29/2025	38.55
AMAZON.COM	FAMILY DAY PARTY BANNER DECORATION		9/29/2025	52.85
AMAZON.COM	CA BEAR FLAG		9/29/2025	65.24
AMAZON.COM	GARMIN DRIVESMART WITH TRAFFIC FOR OFC.		9/29/2025	261.46
CALIFORNIA POLICE CHIE	CALIFORNIA POLICE CHIE TRAINING TUTION PR		9/29/2025	575.00
CANVA.COM	ONLINE POWERPOINT PRESENTATION TOOL FC		9/29/2025	22.75
CANVA.COM	CANVA SUBSCRIPTION FOR STEPHANIE M.		9/29/2025	120.00
CPOA	CALIFORNIA PEACE OFFICER TRAINING TUITION		9/29/2025	300.00
DAKBOARD, LLC	DAKBOARD, LLC SUBSCRIPTION FOR DISPATCH		9/29/2025	312.00
DOUBLETREE HOTEL	DOUBLETREE LA COMMERCE TRAINING LODGIN		9/29/2025	185.17
DREAMHOST	DREAMHOST SUBSCRIPTION FOR DISPATCH		9/29/2025	155.88
EVENTBRITE	EB *WELLNESS ON THE FR TRAINING TUITION F		9/29/2025	520.00
FEDEX KINKOS OFFICE	SHIPPING FEE (POSTAGE) FOR GAS MASK FIT T		9/29/2025	204.57
FULL CIRCLE TRAINING SOLU	FULL CIRCLE TRAINING S TRAINING TUITION PR		9/29/2025	259.00
FULL CIRCLE TRAINING SOLU	FULL CIRCLE TRAINING S TRAINING TUITION PR		9/29/2025	259.00
FULL CIRCLE TRAINING SOLU	FULL CIRCLE TRAINING S TRAINING TUITION PR		9/29/2025	259.00
GRACIE UNIVERSITY	GRACIE GLOBAL LLC TRAINING TUITION PRC T3		9/29/2025	850.00
INSTITUTE OF POLICE TECHN	INST. OF POLICE TECH & TRAINING CANCELED I		9/29/2025	(895.00)
MUZZLE-LOADERS.COM	TRAINING AID EQUIPMENT K9 SHOTSHELL PRIM		9/29/2025	56.53
NATIONAL TACTICAL OFF	SQ *NATIONAL TACTICAL OFF TRAINING TUITIOI		9/29/2025	738.00
NNA SERVICES LLC	NNA SERVICES LLC TRAINING TUTION FOR PRC		9/29/2025	854.45
PELOTON	PELOTON* MEMBERSHIP		9/29/2025	44.00
SAN DIEGO REGIONAL P	REGIONAL TRAINING CENT TRAINING TUITION F		9/29/2025	(622.00)
SOUTHWEST AIRLINES	SOUTHWEST TRAINING TRAVEL FLIGHT		9/29/2025	563.20
SPATIAL ANALYSIS ETC	SPATIAL ANALYSIS ETC TRAINING TUITION		9/29/2025	206.28
			Total for Police	**5,408.87**
			P-CARD PAYMENTS Total	**34,044.41**
			GRAND TOTAL	**1,175,968.21**

AGENDA REPORT

Department: **Finance**
Prepared by: **Karla Apalategui, Sr. Accounting Assistant**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
Warrant Register No. 27 for the Period of 12/26/25 through 1/1/26 in the Amount of $3,125,497.30

RECOMMENDATION:
Ratify Warrants Totaling $3,125,497.30.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
Per Government Section Code 37208, below are the payments issued for the period of 12/26/25 – 1/1/26. Consistent with the Department of Finance's practice, listed below are all payments above $50,000.

Vendor	Check/Wire	Amount	Explanation
	No Checks over $50,000 for this Period		

FINANCIAL STATEMENT:
Warrant Register Total $3,125,497.30

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Not Applicable

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – FY26 Warrant Register No. 27

Warrant Register #27
12/26/2025 to 1/1/2026

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
Payroll				
PY91709			12/31/2025	1,652,451.76
			Payroll Total	**1,652,451.76**
Section 8				
	HAP PAYMENTS FOR JANUARY 2026		12/31/2025	**1,473,045.54**
			Section 8 Total	**1,473,045.54**
		GRAND TOTAL		**3,125,497.30**

AGENDA REPORT

Department: **Fire Department**
Prepared by: **Walter Amedee, Emergency Manager**
Meeting Date: **Tuesday, February 17, 2026**
Approved by: **Alejandro Hernandez, Acting City Manager**

SUBJECT:
San Diego Regional Fire Foundation Grant

RECOMMENDATION:
Adopt a Resolution Entitled, "Resolution of the City Council of the City of National City, California, Authorizing the Acceptance of Funds in the Amount of $74,000 from the San Diego Regional Fire Foundation for the National City Fire Department to Purchase Portable Radios and Equipment for the Emergency Operations Center, and Authorizing the Establishment of a Reimbursable Grants City-Wide Fund Appropriation and Corresponding Revenue Budget in the Amount of $74,000."

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
The National City Fire Department applied for grant funding from the San Diego Regional Fire Foundation to fulfill emergency communications needs. The San Diego Regional Fire Foundation has awarded a grant of $74,000, representing 90% of the $82,222 cost to acquire eight portable radios ($17,662), updated equipment and wiring to renovate the Emergency Operations Center (EOC) ($63,935), and Starlink communications equipment needed for the EOC ($625). The remaining $8,222 (10%) will be paid for from the General Fund utilizing existing appropriations in the National City Fire Department's budget. This grant program requires the City to incur expenses, and then submit proof of payment (invoices and check copies) to the San Diego Regional Fire Foundation, who will reimburse the City its 90% share of $74,000 within 30 days.

FINANCIAL STATEMENT:
New Appropriation and Corresponding Revenue Accounts (Reimbursable Grants City-Wide Fund):
282-70-22-22731-7518- Police Dept. - Public Safety Equipment - $74,000.00
282-70-22-22731-3464- Police Department - Other Grants - $74,000.00

City Share – Existing Appropriation Expenditure Account (General Fund):
100-70-22-22100-7399- Police Dept. - Materials & Supplies - $8,222.00

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Public Safety

ENVIRONMENTAL REVIEW:
This is not a project under CEQA and is therefore not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act.

ORDINANCE:
Not Applicable

EXHIBITS:
Exhibit A – Award Letter
Exhibit B – Resolution

FUNDING FIRE & MEDICAL SAFETY

• THE SAN DIEGO REGIONAL •
FIRE FOUNDATION

January 5, 2026

Fire Chief Sergio Mora
City of National City
1243 National City Blvd.
National City, CA 91950

Dear Chief Mora:

The San Diego Regional Fire Foundation (Fire Foundation) is pleased to award a grant of $74,000 representing 90% of the $82,222 cost to acquire eight portable radios ($17,662), updated equipment and wiring to renovate your Emergency Operations Center (EOC) ($63,935), and Starlink communications equipment needed for the EOC ($625). The remaining $8,222 (10%) will be provided by the City of National City (City). The funds for this grant were provided by the Fire Foundation.

The City of National City is hereby authorized to proceed with the acquisition of the above-mentioned equipment conditioned on the following by the City.

- Purchase the equipment and submit proof of payment (invoices and check copies) to the Fire Foundation, who will reimburse the City its 90% share up to $74,000 within 30 days.
- Provide photos of firefighters and/or EOC staff utilizing the equipment acquired by this grant.
- A story and quote which can be utilized in a news release to local media and Fire Foundation donors illustrating how the equipment benefits the safety of your community and acknowledging the Fire Foundation in providing this equipment.
- The City will post on its website and in its social media about the acquisition of and benefit of the equipment as well as acknowledging the Fire Foundation.
- The grant will be recognized at a City Council meeting with the Mayor and pictures will be taken with the Fire Foundation (if Fire Foundation representatives are able to attend).
- The City will work with the Fire Foundation to create a plaque to be mounted in the EOC acknowledging the support of the Fire Foundation. The City and the Fire Foundation will coordinate the proper wording and design for the plaque, which will be paid for by the Fire Foundation.
- The City will host a "ribbon cutting event" introducing the renovated EOC as soon as practical after construction is completed. The Fire Foundation will be invited to attend and will be invited to participate in the ceremony. Public officials and media will be invited.

If there are any questions about this grant and its reporting requirements, please contact me at joan@sdfirefoundation.org or 619-814-1352.

The Fire Foundation is pleased to assist you in increasing the safety of your City and surrounding areas during all emergencies.

Sincerely,

[redacted]

Joan Jones
Executive Director

RESOLUTION NO. 2026 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF FUNDS IN THE AMOUNT OF $74,000 FROM THE SAN DIEGO REGIONAL FIRE FOUNDATION FOR THE NATIONAL CITY FIRE DEPARTMENT TO PURCHASE PORTABLE RADIOS AND EQUIPMENT FOR THE EMERGENCY OPERATIONS CENTER, AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF $74,000.

WHEREAS, the National City Fire Department applied for grant funding from the San Diego Regional Fire Foundation ("Fire Foundation") to support emergency communications and Emergency Operations Center ("EOC") capabilities; and

WHEREAS, the Fire Foundation has awarded a reimbursable grant in an amount of $74,000 (the "Grant"), representing 90% of the total project cost ($82,222) to acquire eight portable radios, updated equipment and wiring to renovate the EOC, as well as Starlink communications equipment to enhance emergency communications capability; and

WHEREAS, the remaining 10% match in the amount of $8,222 will be paid for from the General Fund utilizing existing appropriations in the National City Fire Department's budget; and

WHEREAS, the Grant requires the City to incur eligible expenses and submit documentation for reimbursement, with the Fire Foundation reimbursing the City its 90% share within 30 days of submission; and

WHEREAS, acceptance of the Grant funds requires the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget in the amount of $74,000 to properly account for the grant expenditures and revenues.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the City Council hereby authorizes the acceptance of grant funds in the amount of $74,000 from the San Diego Regional Fire Foundation to purchase portable radios and equipment for the City's Emergency Operations Center and enhance the City's emergency communications capability.

Section 2. That the City Council hereby authorizes the establishment of an appropriation and corresponding revenue budget in the amount of $74,000 in the Reimbursable Grants City-Wide Fund for the purchase of the equipment.

Section 3. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 17th day of February, 2026.

Ron Morrison, Mayor

ATTEST:

Shelley Chapel, MMC, City Clerk

APPROVED AS TO FORM:

Heidi Skinner, Interim City Attorney

AGENDA REPORT

Department: City Clerk's Office
Prepared by: Shelley Chapel, MMC, City Clerk
Meeting Date: Tuesday, February 17, 2026
Approved by: Alejandro Hernandez, Acting City Manager

SUBJECT:
Consideration of the Creation of a Homeownership Sub-Committee – "Our Future is Homeownership."

RECOMMENDATION:
Staff Recommends that the City Council:

1. Discuss the Proposal to Create a Homeownership Sub-Committee; and

2. Provide Direction Regarding the Formation, Scope, Composition, and Term of the Proposed Sub-Committee.

BOARD/COMMISSION/COMMITTEE PRIOR ACTION:
Not Applicable.

EXPLANATION:
On Tuesday, January 13, 2026, Councilmember Rodriguez submitted a City Council Agenda Item Request Form pursuant to City Council Policy No. 105, titled "Our Future is Homeownership – Create a Homeownership Sub-Committee." The request was co-sponsored by Councilmember Yamane.

At the January 20, 2026 meeting, the item was introduced for the limited purpose of determining whether there was Council concurrence to place the matter on a future agenda for full discussion. A majority of the City Council voted in concurrence to return the item for detailed consideration.

The staff report is presented in accordance with that direction.

Proposal Overview

The proposal seeks to establish a City Council Sub-Committee focused on increasing homeownership opportunities within the City.

According to the Agenda Item Request Form, the stated concern is that the City currently has an approximate residency distribution of 65% renters and 35% homeowners. The requestors have expressed an interest in exploring strategies to "balance the equation" and develop programs that promote homeownership.

The proposed Sub-Committee would:

- Be comprised of Councilmembers Rodriguez and Yamane;

- Coordinate with City staff regarding existing processes and guidelines;
- Understand “switches and controls” in helping builders (private and/or public) to expedite the processes and to realize building units for sale.
- Explore potential private and public partnerships; and
- Return to the City Council with recommendations, including feasibility, legal considerations, and potential cost implications.

The proposal is identified as a significant project that will require staff support, information gathering, and potentially future analysis, including legal and financial review.

FINANCIAL STATEMENT:
None at this time.

RELATED CITY COUNCIL 2020-2025 STRATEGIC PLAN GOAL:
Housing and Community Development

ENVIRONMENTAL REVIEW:
This is not a project under CEQA, and is therefore, not subject to environmental review. CCR15378; PRC 21065.

PUBLIC NOTIFICATION:
The Agenda Report was posted at least 72 hours before the Regular Meeting date and time, and 24 hours before a Special Meeting in accordance with the Ralph M. Brown Act

ORDINANCE:
Not Applicable

EXHIBIT:
Exhibit A – City Council Policy 105 submitted January 20, 2026 City Council Meeting
Exhibit B – City Council Policy 105 – CC Placement of Item on Agenda – October 18 2025

CITY COUNCIL AGENDA ITEM
REQUEST FORM

The City Council Agenda Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requestor: _Councilmember Jose Rodriguez Date Submitted: 01/13/202

Co-Sponsor (Mayor or Councilmember): Councilmember Ditas Yamane

Section 1. Proposal Title: OUR FUTURE IS HOMEOWNERSHIP. Create a Home Ownership sub-committee

Section 2. Justification Statement

D What is the need/problem to be address?

Our city has had an unbalanced residency when it comes to homeownership. Approximately 65% renters and 35% homeowners. We would like to address this issue and balance this equation and come up with a program that Homeownership Matters.

D Who is proposed to do the work? (City staff/department, consultant, etc.)

We would like to proposed a Sub-Committee (Rodriguez/Yamane) that will coordinate with staff on processes and/or guidelines to get this program going.

D Why is the timing appropriate now?

NOW is the time to address this painful issue of housing, especially, the opportunity to develop homeownership program for our city.

Section 3. Impact Statement

D Estimated staff time (by department, if applicable)

We would gather informational documents from staff to be able to follow processes and guidelines, understand “switches and controls” in helping builders (private and/or public) to expedite the processes and to realize building units for sale.

D Expected costs or budget implications (consultant fees, legal review, etc.)

We will come back with a plan, fees, legalities, etc. once we have gathered and study the process and then seek council approval.

D Related/ongoing projects that may be affected

NONE that we are aware of. We will be exploring private/public partnerships.

Section 4. Urgency

D Not urgent

D Urgent - If urgent, check all that apply and explain:

- D Potential financial loss
- D Legal implications
- D Public safety risks

As housing is a challenge, not just in our city but the nation, we would like to address this issue in our capacity as the local government to help our city in providing for housing but most importantly balance the homeownership equation of our city and continue to promote economic development for our city to thrive.

Section 5. Strategic Alignment

D Explain how this proposal aligns with the City's Strategic Plan or Council priorities.

As we all know, we still need to have our strategic plan moving forward, these efforts are aligned with the seven C's from the old City's Strategic Plan, most especially the last two C's Commitment to our Community to provide for homeownership opportunities.

Section 6. Proposal Type

D Significant project (requires staff analysis, legal opinion, or financial evaluation)

We will need staff support for information and processes. Our offices will handle most of the leg work to make this happen. These will all be taken up and a feasibility study will be carefully drafted for council approval. If we are not going to do this now then, when?

D Minor amendment/operational adjustment (exempt from full analysis)

None, at this time.

Section 7. Certification

I certify that this request complies with the requirements of City Council Policy No. 105.

Signature of Requestor: *Councilmember Jose Rodriguez* Date: 01/13/2026

Signature of Co-Sponsor: *Councilmember Ditas Yamane* Date: 01/13/2026

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 21, 2025

PURPOSE

In compliance with the Ralph M. Brown Act, items not already on the agenda cannot be discussed or considered during a City Council Meeting. Discussing without notice does not provide the public, staff, or other City Councilmembers time to review the subject matter, and contemplate a response for discussion or provide direction.

This policy is to establish a clear and effective process for the City Councilmembers to place items on the City Council Agenda for consideration.

POLICY

1. The City Councilmembers may request that an item be placed on a future City Council Meeting Agenda for discussion and possible action.

2. For any item to be placed on the City Council Meeting Agenda, by the City Councilmembers, the following will assist in the City Manager in the agenda planning process:

    a. A Council Agenda Item Request Form to agendize the request to be discussed, and the City Councilmember's recommended action to address the matter.

    b. The request must be submitted no later than 5:00 p.m. on the Tuesday prior to the regularly scheduled City Council Meeting to allow the City Manager and City Attorney time to review the item and determine, if the matter as written, in the request, should be placed on the open or closed session of the City Council Agenda.

    c. If the City Manager, in consultation with the City Attorney, determines the matter is appropriate to be included in the open session agenda it will be added to the agenda as written. If the City Attorney, determines the matter should be discussed in Closed Session, the City Manager's Office will draft the required agenda wording for listing the matter under Closed Session on the City Council Meeting Agenda. The request, written by the City Councilmember, will be provided to the entire City Council in Closed Session.

    d. Discussion would be limited to whether an item should be added to an agenda and a date, not the merit of the item.

e. If a majority of the City Council votes to include the item as an action item at a subsequent City Council meeting it will be determined who will provide the report:

   i. The City Councilmember prepares a report including supporting information and documentation, and a presentation of the item to be discussed at the meeting, with City Manager and City Attorney review; or

   ii. The City staff will be directed to provide a report analysis including fiscal review, legal review, and policy review of the action by the City Councilmember, requesting and recommendation (if any) among alternatives (if any) as soon as the research and staff report can be reasonably completed at a subsequent City Council Meeting.

f. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days to prepare, unless otherwise directed by the City Council. Status updates will be provided to the City Council every sixty (60) days as an informational memo.

g. This policy would provide the City Manager the authority to determine placement and timing, unless City Council direction is time-sensitive, and requires immediate placement on the next regularly scheduled City Council Meeting.

3. Requirements for Agenda Item Request Submission

   a. All Policy 105 agenda item requests must include a Justification Statement and an Impact Statement. Co-Sponsorship is optional.

   b. Urgent items must identify significant consequences of inaction (financial, legal, safety).

4. Resource Consideration

   a. The City Manager shall review alignment with the City's Strategic Plan.

   b. Significant projects must include cost-benefit and staff time analysis.

   c. Each Councilmember may have no more than two active agenda items at a time.

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 21, 2025

5. Evaluation of Agenda Item Requests

    a. Evaluation is performed by the City Manager.

    b. Evaluation of merits may occur through quarterly meetings, an evaluation committee, or limited discussion.

    c. Item will be placed on the City Council Meeting Agenda under the “Elected Officials Report” section.

6. Exemptions

    a. Minor agenda items, such as small code amendments, are exempt from Impact Statement and Resource Consideration.

Related Policy References
National City Municipal Code, Chapter 2.04
Ralph M. Brown Act

Prior Policy Amendments
June 11, 2013 (Revised – No Resolution – Refer to Meeting Minutes)
October 8, 2013 (Resolution No. 2013-147)
March 21, 2017 (Resolution No. 2017-37)
October 5, 2021 (Resolution No. 2021-148)
October 21, 2025 (Resolution No. 2025-148)

CITY COUNCIL POLICY
CITY OF NATIONAL CITY

TITLE: Request by Member of City Council to Place an Item on a City Council Agenda	**POLICY # 105**
ADOPTED: March 12, 1985	**AMENDED:** October 21, 2025

CITY COUNCIL AGENDA ITEM REQUEST FORM

The City Council Agenda Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council Meeting Agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to a future City Council Meeting Agenda for action.

Requestor(s): _____ Date Submitted: _____

Co-Sponsor (Mayor or Councilmember): _____

Section 1. Proposal Title

_____

Section 2. Justification Statement

- ☐ What is the need/problem to be addressed?
- ☐ Who is proposed to do the work? (City staff/department, consultant, etc.)
- ☐ Why is the timing appropriate now?

Section 3. Impact Statement

- ☐ Estimated staff time (by department, if applicable)
- ☐ Expected costs or budget implications (consultant fees, legal review, etc.)
- ☐ Related/ongoing projects that may be affected

Section 4. Urgency

- ☐ Not urgent
- ☐ Urgent – If urgent, check all that apply and explain:
  - ☐ Potential financial loss
  - ☐ Legal implications
  - ☐ Public safety risks

Section 5. Strategic Alignment

- ☐ Explain how this proposal aligns with the City's Strategic Plan or Council priorities

Section 6. Proposal Type

- ☐ Significant project (requires staff analysis, legal opinion, or financial evaluation)
- ☐ Minor amendment/operational adjustment (exempt from full analysis)

Section 7. Certification

I certify that this request complies with the requirements of City Council Policy No. 105.

Signature of Requestor: _____ Date: _____

Signature of Co-Sponsor: _____ Date: _____