Imperial City Council

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Stacy Mendoza – Council Member
Katherine Burnworth – Council Member
Robert Amparano – Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

July 16, 2025
Closed Session at 06:00 pm
Open Session at 07:00 pm

The City Council meetings are live-streamed on the City's Facebook page at www.facebook.com/cityofimperial. By remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to CityClerk@imperial.ca.gov no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing CityClerk@imperial.ca.gov. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting www.https://cityofimperial.org/cc-agenda-archive. Supplemental writings distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the City or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

6:00 P.M. CLOSED SESSION

ROLL CALL

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – (G.C § 54957(b)(1))
Title of Position: City Manager

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation - G.C §54956.9 (d)(2)
Number of Cases: 2

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council may amend the order, add urgency items, note abstentions or "no" votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION

PUBLIC COMMENT: If you wish to address the City Council concerning any item within the City Council's jurisdiction, please raise your hand and be acknowledged by the Mayor. At that time, state your name and address for the record. The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation.

A. PRESENTATION:

A-1. IV 9/11 Stair Climb Committee Presentation

B. CONSENT AGENDA: All items appearing under the "Consent Agenda" will be acted upon by the City Council with one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the Mayor.

B-1. Approval of Warrants Report.
B-2. Approval of City Council Regular Meeting minutes for July 2, 2025, and Special Meeting minutes for July 7, 2025.
B-3. Authorize destruction of personnel files from 1959-2017 per the record retention policy.

B-4. Approve the FY2024 Operation Stonegarden Memorandum of Understanding
B-5. Award Labor Compliance Contract RFP 2025-13 to Labor Compliance Consultants of Southern California for the Manhole and Lift Station Rehabilitation and New Manhole Installation.
B-6. Award Labor Compliance Contract RFP 2025-14 to Labor Compliance Consultants of Southern California for the Aten Rd Sewer Line Replacement Project Phase II.

C. ACTION ITEMS (DISCUSSION/ACTION):

C-1. Approve the purchase of a street sweeper for in-house street sweeping services.

Presenter: David Dale, Public Services Director
Recommendation: Approve the purchase of the Tymco Model 600 Sweeper and authorize the transition from contracted street sweeping to in-house operations.

C-2. Approve Resolution No. 2025-42, designating two (2) parcels/areas of land as surplus land.

Presenter: Dennis H. Morita, City Manager
Recommendation: Approve Resolution No. 2025-42, RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS LAND UNDER THE SURPLUS LAND ACT, designating two (2) subject parcels as excess land.

D. REPORTS:

D-1. Department Reports
D-2. City Manager Report
D-3. Mayor and Councilmember Reports

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on Wednesday, August 6, 2025.

Check Register Report

B-1

Date: 07/09/2025
Time: 3:24 pm
Page: 1

CITY OF IMPERIAL BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
126061	06/30/25	Printed			195	ALLIED WASTE	0467-001749869 83986	17,204.33
126065	06/30/25	Reconciled		07/07/25	5956	AMAZON CAPITAL SERVICES	14WG-MPFR-WVH1 83591	2,665.22
126066	06/30/25	Reconciled		07/07/25	656	AQUA METRIC	INV0108692 83846	12,362.20
126067	06/30/25	Printed			6745	ASSOCIATION FOR RURAL & SMALL	76496 83909	300.00
126068	06/30/25	Printed			4400	BABCOCK LABORATORIES, INC.	CF51395-8203 83966	1,285.72
126069	06/30/25	Reconciled		07/07/25	3869	BASE HILL INC.	26080 JUNE 2025 83972	4,497.00
126070	06/30/25	Reconciled		07/07/25	7158	BLUETARP FINANCIAL, INC.	I61512 83992	298.69
126071	06/30/25	Printed			6222	CODE EXXPERTS, LLC	2025-0011 83756	950.00
126072	06/30/25	Printed			3870	COMMERCIAL AVENUE TRUCK &	COM1-304620 83985	1,871.85
126073	06/30/25	Reconciled		07/07/25	2676	CONSTANCIO S. TORRES	CLASSES- JUNE 2025 83893	189.00
126074	06/30/25	Reconciled		07/07/25	784	CONTROL PARTS	202508478 83958	4,378.71
126075	06/30/25	Reconciled		07/07/25	1056	DELL MARKETING L.P.	10821005560 83751	1,021.21
126076	06/30/25	Printed			1287	DEMCO, INC.	7663124 83589	1,239.22
126077	06/30/25	Reconciled		07/08/25	2019	DRISCOLLS	10092 83878	346.40
126078	06/30/25	Reconciled		07/08/25	207	EL CENTRO MOTORS	5237168 83977	46.15
126079	06/30/25	Printed			2929	EXIT IMPERIAL REALTY	8414-1208/263 LA PAZ	171.74
126080	06/30/25	Reconciled		07/07/25	8740	FERNANDO RUIZ, INC.	170576 83994	5,100.00
126081	06/30/25	Reconciled		07/07/25	8552	FUN EXPRESS, LLC	73695809605 83883	213.71
126082	06/30/25	Printed			4456	GRAFFIK SCREEN PRINTING	4321 83884	103.31
126083	06/30/25	Reconciled		07/08/25	7720	GREEN RUBBER-KENNEDY AG	I-107722 83879	150.59
126084	06/30/25	Reconciled		07/08/25	117	HAAKER EQUIPMENT COMPANY	INV10566 83848	1,395.04
126085	06/30/25	Reconciled		07/07/25	2096	HOME DEPOT CREDIT SERVICES	8902724 83850	585.00
126086	06/30/25	Printed			4637	IMPERIAL COUNTY PUBLIC HEALTH	24899 83956	1,170.00
126087	06/30/25	Printed			3075	IMPERIAL STEEL	12668 83968	112.07
126088	06/30/25	Reconciled		07/08/25	3187	IMPERIAL TRUSS & LUMBER CO.	C24571 83880	257.57
126089	06/30/25	Reconciled		07/08/25	7777	IMPERIAL VALLEY AIR CONDITIONI	4820 83970	960.00
126092	06/30/25	Reconciled		07/07/25	6472	INGRAM LIBRARY SERVICES	88891778 83369	1,832.15
126093	06/30/25	Printed			8737	JESUS BEAL	9926-0061/518 ROSSER	79.58
126094	06/30/25	Printed			868	K-C WELDING & RENTALS, INC.	214656 83959	3.41
126095	06/30/25	Printed			6722	KIEFER AQUATICS, THE LIFEGUARD	ORD001394367 83882	325.84
126096	06/30/25	Reconciled		07/07/25	2901	KIMBALL MIDWEST	103460101 83957	333.32
126097	06/30/25	Reconciled		07/07/25	1647	LA BRUCHERIE IRRIGATION SUPPLY	305517C 83954	969.83
126098	06/30/25	Reconciled		07/07/25	1996	LEE TIRE CO.	405692 83845	3,983.61
126099	06/30/25	Printed			8738	MATHEW GARCIA	9948-0937/2300 MYRTLE#67	96.33
126103	06/30/25	Reconciled		07/08/25	8669	NAPA AUTO PARTS	568053 83991	4,034.65
126105	06/30/25	Reconciled		07/08/25	4481	O'REILLY	2687-146918 83961	2,290.03
126106	06/30/25	Printed			084	PITNEY BOWES BANK INS	8000900004665836 6/26/25 83672	201.00
126107	06/30/25	Reconciled		07/07/25	7495	POLYDYNE INC.	1933931 83951	29,292.94
126108	06/30/25	Reconciled		07/07/25	8591	PREMIER INDUSTRIES	75151 83952	620.83
126109	06/30/25	Printed			3701	RAMTECH ENTERPRISED LTD	5817-G344 83964	4,655.08
126110	06/30/25	Printed			8739	ROCIO FREGOSO	9978-0967/2300 MYRTLE #76	94.92
126111	06/30/25	Reconciled		07/07/25	7343	ROVE ENGINEERING INC	7169 83545	497,395.99
126112	06/30/25	Reconciled		07/07/25	3526	RSD	3344809-00 83840	1,280.78
126113	06/30/25	Reconciled		07/07/25	1239	SHERWIN-WILLIAMS	9356-2 83962	376.21
126114	06/30/25	Printed			135	SOCALGAS	420 S IMPERIAL 5/9-6/10/25 83953	69.45
126115	06/30/25	Reconciled		07/08/25	1265	SUPERIOR READY MIX CONCRETE LP	2506-287364 83847	719.41
126116	06/30/25	Printed			4473	TRACTOR SUPPLY CO	242011 83708	103.85
126117	06/30/25	Printed			6883	ULINE	194612862 83885	2,196.17

Check Register Report

CITY OF IMPERIAL BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
126118	06/30/25	Reconciled		07/08/25	2008	UNITED PARCEL SERVICE	Y00924255 6/30/25	30.60
126119	06/30/25	Reconciled		07/08/25	8133	UNIVAR SOLUTIONS USA INC.	53105639 83971	6,965.64
126120	06/30/25	Reconciled		07/07/25	6313	US AIR CONDITIONING	7398211 83963	1,037.18
126121	06/30/25	Reconciled		07/08/25	2081	VESTIS GROUP, LLC	JUNE 2025	3,288.24
126122	06/30/25	Reconciled		07/07/25	5674	WAGEWORKS, INC	INV7967786 83334	140.60
126276	07/09/25	Printed			1021	AGGREGATE PRODUCTS, INC.	60007 84155	1,741.58
126277	07/09/25	Printed			195	ALLIED WASTE	TRASH- JUNE 2025 83678	159,869.98
126280	07/09/25	Printed			5956	AMAZON CAPITAL SERVICES	1PP1-D9CK-9CMD 83712	5,513.73
126281	07/09/25	Printed			1851	AT&T LONG DISTANCE	760-355-1158 7/1/25	1,958.54
126282	07/09/25	Printed			8279	AT&T MOBILITY	287335981894X07042025	5,309.88
126283	07/09/25	Printed			7158	BLUETARP FINANCIAL, INC.	I60419 84149	125.96
126284	07/09/25	Printed			8296	BRAWLEY ANALYTICAL, INC.	001254 84135	109.50
126285	07/09/25	Printed			8741	CENTRICITY GIS, LLC	1750 83757	50,000.00
126286	07/09/25	Printed			6222	CODE EXXPERTS, LLC	2025-0010 83773	2,850.00
126287	07/09/25	Printed			784	CONTROL PARTS	202508513 83895	2,387.15
126288	07/09/25	Printed			132	COSTCO WHOLESALE	47098 83783	108.24
126289	07/09/25	Printed			3135	COUNTY OF SAN DIEGO, RCS	25IMPCPDN12 83721	1,327.50
126290	07/09/25	Printed			2815	DEVELOPMENT MANAGEMENT GROUP	JUNE 2025 EXPENSE 84200	6,500.00
126291	07/09/25	Printed			2019	DRISCOLLS	10319 84017	86.60
126292	07/09/25	Printed			7145	FERGUSON WATERWORKS #1083	0884167 83969	1,191.60
126293	07/09/25	Printed			5134	FORENSIC DRUG TESTING SERVICES	2025-2390 83340	1,163.50
126294	07/09/25	Printed			2096	HOME DEPOT CREDIT SERVICES	3900642 83899	1,544.32
126295	07/09/25	Printed			4271	HUMANE SOCIETY OF IMPERIAL	JUNE 2025 83727	280.00
126296	07/09/25	Printed			120	IMPERIAL COUNTY FIRE DEPT.	JUNE 2025 82798	114,225.63
126297	07/09/25	Printed			8021	IMPERIAL COUNTY SHERIFF'S	06302025-01 DISPATCH Q2 83719	75,000.00
126298	07/09/25	Printed			028	IMPERIAL IRRIGATION DISTRICT	JULY 7, 2025	68,651.24
126299	07/09/25	Printed			221	IMPERIAL PRINTERS	25-1750 83733	94.82
126300	07/09/25	Printed			3075	IMPERIAL STEEL	12666 83723	37.21
126301	07/09/25	Printed			3187	IMPERIAL TRUSS & LUMBER CO.	C24618 84139	479.99
126302	07/09/25	Printed			1555	IMPERIAL VALLEY PRESS	455610 84148	4,065.78
126303	07/09/25	Printed			5033	INFO SEND INC.	289656 83681	1,908.30
126305	07/09/25	Printed			6472	INGRAM LIBRARY SERVICES	88990840 83934	848.43
126306	07/09/25	Printed			8141	JGC GOVERNMENT RELATIONS, INC.	2043 84204	3,000.00
126307	07/09/25	Printed			2901	KIMBALL MIDWEST	103507056 84138	224.31
126309	07/09/25	Printed			5580	KOPPEL & GRUBER PUBLIC FINANCE	25-1313 PASEO LIGHTING 83679	15,156.44
126310	07/09/25	Printed			1996	LEE TIRE CO.	405686 83722	743.26
126311	07/09/25	Printed			788	LIEBERT CASSIDY WHITMORE	297302 83335	1,132.00
126312	07/09/25	Printed			816	LOCAL AGENCY FORMATION	IMPC0625 84201	2,977.80
126313	07/09/25	Printed			8744	MARIA T. PARGA	9981-0730/408 W 6TH	48.49
126314	07/09/25	Printed			8314	MOTION INDUSTRIES, INC	CA05-01143918 83754	3,306.84
126315	07/09/25	Printed			8669	NAPA AUTO PARTS	568065 83898	1,020.65
126316	07/09/25	Printed			2510	NTU TECHNOLOGIES, INC.	13230 84152	12,448.38
126317	07/09/25	Printed			8577	OMEGA POLYGRAPH LLC	02117 83729	250.00
126318	07/09/25	Printed			079	ONE SOURCE DISTRIBUTORS	S007914424.002 84136	2,553.69
126319	07/09/25	Printed			8682	PAUL LONGORIA	MAY 2025 82791	1,935.00
126320	07/09/25	Printed			8743	PERMITIUM, LLC	PER00040522 83730	3,250.00
126321	07/09/25	Printed			3868	PIXABYTES SOLUTIONS INC.	2914 83769	70.03
126322	07/09/25	Printed			8516	QUICK QUACK CAR WASH	ARB227170 83676	208.89

Check Register Report

CITY OF IMPERIAL BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
126323	07/09/25	Printed			6775	READINESS NETWORK INC.	2025-161 82797	3,200.00
126324	07/09/25	Printed			3843	RETURN TO WORK PARTNERS INC	28265 83338	1,868.50
126325	07/09/25	Printed			3786	RINGCENTRAL INC	CD_001148195 83766	1,360.67
126326	07/09/25	Printed			559	ROTO-ROOTER	219601 83894	154.45
126327	07/09/25	Printed			7343	ROVE ENGINEERING INC	7184 84054	887,910.75
126328	07/09/25	Printed			3526	RSD	3345231-00 83768	18.80
126329	07/09/25	Printed			1239	SHERWIN-WILLIAMS	8326-7 84140	285.35
126330	07/09/25	Printed			5706	SHI INTERNATIONAL CORP	B19883241 83239	1,176.70
126331	07/09/25	Printed			7623	STERICYCLE, INC.	8011101401 83680	181.38
126332	07/09/25	Printed			6193	STRADLING YOCCA CARLSON&RAUTH,	421333 82795	980.50
126333	07/09/25	Printed			1265	SUPERIOR READY MIX CONCRETE LP	2506-297796 84137	558.04
126334	07/09/25	Printed			1425	THE REINALT-THOMAS CORPORATION	2708269 84012	136.97
126335	07/09/25	Printed			7708	TUCKER MINI STORAGE	JUNE 2025 LATE FEE-UNIT 358 83932	10.00
126344	07/09/25	Printed			5837	U.S. BANK	LEAGUE 06/3/25 84203	15,165.96
126345	07/09/25	Printed			2008	UNITED PARCEL SERVICE	Y00924265 7/3/25	30.60
126346	07/09/25	Printed			8150	VENCER PUBLIC AFFAIRS &	308 82799	2,000.00
126347	07/09/25	Printed			611	VERIZON WIRELESS	6116698059	685.22
126348	07/09/25	Printed			5639	WAGEWORKS, INC	0625-OR39530 83345	100.00
126349	07/09/25	Printed			1715	WAXIE SANITARY SUPPLY	83257107 83810	63.52
126350	07/09/25	Printed			7543	WEST & ASSOCIATES ENGINEERING,	1025.06.033 83995	950.00

Total Checks: 116 **Checks Total (excluding void checks): 2,093,835.04**

Total Payments: 116 **Bank Total (excluding void checks): 2,093,835.04**

Total Payments: 116 **Grand Total (excluding void checks): 2,093,835.04**

Imperial City Council

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Stacy Mendoza – Council Member
Katherine Burnworth – Council Member
Robert Amparano – Council Member

MINUTES

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

July 2, 2025
Closed Session at 06:00 pm
Open Session at 07:00 pm

6:00 P.M. CLOSED SESSION

CALL TO ORDER: The meeting was called to order at 6:00 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mendoza, Mayor Pro Tem Obeso-Martinez, Mayor Tucker, City Manager Morita, Assistant to the City Manager Garcia, and Attorney Turner.

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: None

CONFERENCE WITH LEGAL COUNSEL:

CONFERENCE WITH LABOR NEGOTIATORS – G.C. 54957.6
Agency Representatives: City Manager
Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation - G.C §54956.9 (d)(2)
Number of Cases: 1

7:00 P.M. REGULAR MEETING

CALL TO ORDER: Mayor Tucker called the meeting to order at 7:08 p.m.

ROLL CALL: Council Members Amparano, Burnworth, Mendoza, Mayor Pro Tem Obeso-Martinez, and Mayor Tucker.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Peter Martinez.

ADJUSTMENTS TO THE AGENDA:
City Manager Dennis H. Morita requested that Item C-1, Library Board of Trustees vacancies, be tabled for a future date and also asked that the Item C-3 Special Event Series schedule be pulled to have a stand-alone meeting with the council.

CITY ATTORNEY REPORT ON CLOSED SESSION: The City Attorney, Turner, stated that direction was given to Labor Negotiators and to the City Council for Anticipated Litigation.

PUBLIC COMMENT:
Public Comment received by Peter Martinez on Community College Building Partnership.

A. PRESENTATIONS:

A-1. Proclamation presentation for Park and Recreation Month. The Parks and Recreation staff were present to receive the proclamation.

A-2. Permitium Software presentation by Sergeant Schaffer.

B. CONSENT AGENDA:

B-1. Approval of Warrants Report.
B-2. Approval of City Council Special Meeting minutes for June 9, 2025, and Regular Meeting minutes for June 18, 2025.
B-3. Ratify the approval of the IID Green Lighting for Outdoor Wellness (GLOW) grant funding agreement.
B-4. Authorize Letter of Support for the Imperial County Transportation Committee's application to the 2025 Low or No Emission Grant Program.

Moved by Amparano, seconded by Burnworth, to approve the Consent Agenda.
AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C. ACTION ITEMS (DISCUSSION/ACTION):

***C-1.** **Tabled to a future City Council meeting** - Mayor appointments to the Library Board of Trustees to fill two (2) scheduled vacancies.

C-2. Authorize Change Order No. 1 for the AHSC-ARPA Highway 86 Beautification Ph. 1 Project, Bid 2024-07.

Presenter: Othon Mora, Community Development Director
Recommendation: Authorize Change Order No. 1 for the AHSC-ARPA Highway 86 Beautification Ph 1 Project, Bid 2024-07.

Moved by Obeso-Martinez, seconded by Amparano, to approve and authorize Change Order No. 1 for the AHSC-ARPA Highway 86 Beautification Ph 1 Project, Bid 2024-07.
AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

***C-3. Pulled for a stand-alone meeting with Council** -Approve the proposed Special Event Series schedule for the 2025-2026 season.

C-4. Approve the Department of Innovation and Technology's budget outline of projects and recurring fees for fiscal year 2025-2026.

Presenter: R. Alejandro Estrada, DoIT Director
Recommendation: Accept and approve Department of Innovation and Technology's budget outline of projects and recurring fees for fiscal year 2025-2026.

Moved by Burnworth, seconded by Amparano, to approve the Department of Innovation and Technology's budget outline of projects and recurring fees for fiscal year 2025-2026.
AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

C-5. Accept and approve updates to the Imperial Police Department Policy Manual through Lexipol.

Presenter: Aaron Reel, Police Chief
Recommendation: Accept and approve the updates to the Imperial Police Department Policy Manual through Lexipol.

Moved by Obeso-Martinez, seconded by Mendoza, to approve and accept the updates to the Imperial Police Department Policy Manual through Lexipol.
AYES: Amparano, Burnworth, Mendoza, Obeso-Martinez, and Tucker
NOES: None
ABSTAIN: None
ABSENT: None
MOTION CARRIES: 5-0

D. REPORTS:

D-1. Departments reported on their activities since the last city council meeting.
D-2. City Manager Report: None
D-3. The mayor and council members have reported on their activities since the last city council meeting and upcoming events.

ADJOURNMENT:
Seeing no further business before the Council, Mayor Tucker ended this meeting at 8:20 p.m. and adjourned until the next council meeting on July 16, 2025, at 7:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 16th day of July 2025.

_____
KRISTINA SHIELDS
City Clerk

James Tucker – Mayor
Ida Obeso-Martinez – Mayor Pro-Tem
Stacy Mendoza – Council Member
Katherine Burnworth – Council Member
Robert Amparano – Council Member

MINUTES

Imperial City Council
Special Meeting

City Council Chambers
220 West 9th Street
Imperial, CA 92251-1637

July 07, 2025
6:00 p.m.
Open Session

CALL TO ORDER The meeting was called to order at 6:15 p.m.

Present: Amparano, Burnworth, Mendoza, Mayor Tucker, City Manager Morita, Assistant to the City Manager Garcia and City Attorney Turner.
Absent: Mayor Pro-Tem Obeso-Martinez

PUBLIC COMMENT: No public comments received.

A. ACTION ITEMS (DISCUSSION/ACTION)

A-1. Approve the proposed Special Event Series schedule for the 2025-2026 season.

Presentation: Tony Lopez, Parks & Recreation Director
Recommendation: Approve the proposed Special Event Series schedule for the 2025-2026 season.

The Parks and Recreation Director, Tony Lopez, gave a presentation on the special events schedule for the 2025-2026 season, which included a new proposed 4th of July event.

Moved by Burnworth, seconded by Amparano, to approve the Special Event Series schedule without the proposed 4th of July event.
AYES: Amparano, Burnworth, Mendoza, and Tucker
NOES: None
ABSTAIN: None
ABSENT: Obeso-Martinez
MOTION CARRIES: 4-0

ADJOURNMENT: The meeting was adjourned at 7:00 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the city of Imperial, California, this 16th day of July 2025.

_____
KRISTINA SHIELDS
City Clerk

Agenda Item No. B-3

DATE SUBMITTED	07/08/2025
SUBMITTED BY	Human Resources
DATE ACTION REQUIRED	07/16/2025

COUNCIL ACTION	(X)
PUBLIC HEARING REQUIRED	( )
RESOLUTION	( )
ORDINANCE 1ST READING	( )
ORDINANCE 2ND READING	( )
CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Authorization to destroy applications from 2010-2011 and personnel files (not including medical files) from 1959-2017 per record retention policy.

DEPARTMENT INVOLVED: Human Resources

BACKGROUND/SUMMARY:

Human Resources is requesting authorization to destroy applications from 2010-2011 and personnel files (not including medical files) from 1959-2017 as per the record retention policy.

FISCAL IMPACT: NOT TO EXCEED

There is no fiscal impact associated with this action.

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Staff recommends approval to destroy applications from 2010-2011 and personnel records (not including medical records) from 1959-2017.

DEPT. INITIALS: KWS

MANAGER'S RECOMMENDATION: Approve Staff Recommendation subject to city attorney consent

CITY MANAGER's INITIALS: DHM

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL AUTHORIZING THE DESTRUCTION OF OBSOLETE CITY RECORDS

WHEREAS, the City of Imperial complies with adopted City policies and all state and federal laws regarding retention of records; and

WHEREAS, the law and policy sets forth the retention period for records of the City and authorizes the destruction of certain records and documents by a department head, with the approval of the legislative body by resolution and the written consent of the City Attorney; and

WHEREAS, staff recommends that certain obsolete records identified on **Exhibit A** are no longer required to be maintained by law; and

WHEREAS, the City Attorney has given written consent for the destruction of the records herein set forth as **Exhibit A**.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1: The City Council hereby finds and determines that the records identified in **Exhibit A** exceed the applicable retention period set forth by law and the City's Policy and are no longer needed or required to be kept by statute or law.

SECTION 2: The City Council hereby authorizes and directs the destruction of the records described on **Exhibit A**.

SECTION 3: The City Council also hereby authorizes the conversion, to the extent possible, of all permanent and official records to electronic form in compliance with the California Secretary of State laws and regulations referred to as "Trustworthy Electronic Document or Record Preservation" (See California Government Code section 12168.7 *et seq.*).

SECTION 4: This Resolution shall be effective immediately upon its passage and approval.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial on the 20th day of March, 2024.

ROBERT AMPARANO,
Mayor

ATTEST:

KRISTINA SHIELDS,
City Clerk

Exhibit A

Description of Records:

- All non-permanent Community Development building, planning and zoning files more than five years old. While final permits, final plans and final entitlements shall be maintained, non-permanent documents such as drafts and communications shall be destroyed.

- All personnel files for personnel that have ended employment with the City of Imperial more than five years ago (except for any police records required to be maintained for SB2 compliance).

- All replaced and obsolete City policies that have been replaced or terminated more than five years before.

- All grant documents that have been closed out more than seven years ago. (Official entitlements, plans, specification and maps that are permanent records shall be maintained).

- All public works project files that have been closed out more than five years ago. (Plans and specifications, official maps, official utility maps and entitlements shall be maintained).

- All non-permanent Parks and Recreation documents exceeding five years (all park official maps, plans, specifications and entitlements shall be maintained until five years after replacement of such equipment or updated map and entitlement).

- All non-permanent City communications exceeding five years.

- All non-permanent financial records exceeding ten years. While communications, drafts, invoices and project related financial documents may be destroyed, all bond related, final budget related and utility related financial records shall be maintained permanently.

- All duplicates of documents that are being maintained by another City department. Such confirmation of that maintenance shall be confirmed in writing.

I, Katherine Turner, City Attorney, certify that such destruction of the documents set forth above meets the requirements of the City's policies and all applicable requirements of state and federal law.

Katherine Turner

KATHERINE TURNER,
City Attorney

CERTIFICATION

I, Kristina Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing Resolution No. 2024-09 was duly adopted at a meeting of the City Council of said City at its meeting held on the 20th day of March 2024, by the following vote, to wit:

AYES:	Burnworth, Obeso-Martinez, Mendoza, Tucker, Amparano
NOES:	None
ABSENT:	None
ABSTAIN:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 20th day of March, 2024.

KRISTINA SHIELDS,
City Clerk

COPY

Agenda Item No. C-5

DATE SUBMITTED	3/15/24	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	City Attorney	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	March 20, 2024	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISSCUSION/ACTION:

Adoption of Updated Records Retention Policy.

BACKGROUND/SUMMARY:

In the regular course of business, the City Manager has directed the City Attorney to update the City of Imperial's Records Retention Policy. This policy is based upon guidance from the California Secretary of State and provides a breakdown that can be referenced by all City employees for maintenance or destruction of City documents.

FISCAL IMPACT: None.	FINANCE INITIALS VM
STAFF RECOMMENDATION: Adopt the Records Retention Policy.	DEPT. INITIALS
MANAGER'S RECOMMENDATION: approve	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

CITY OF IMPERIAL

RECORDS RETENTION GUIDELINES

Updated by the Imperial City Council on March 20, 2024

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LEGEND

AC = Active

AD = Adoption

AU = Audit

CL = Closed/Completion

CU = Current Year

DOB = Date of Birth

E = Election

L = Life

P = Permanent

S = Supersede

CITATIONS

B&P – Business and Professions

CAC – California Administrative Code

CCP – Code of Civil Procedure

CCR – Code of California Regulations

CEQA – California Environmental Quality Act

CFR – Code of Federal Regulations

EC – Election Code

FMLA – Family & Medical Leave Act

GC – Government Code

H&S – Health & Safety

HUD – Housing and Urban Development

OSHA – Occupational Safety & Health Act

PC – Penal Code

POST – Police Officers Standards Training

UFC – Uniform Fire Code

USC – United States Code

WIC – Welfare & Institutions Code

ADMINISTRATIVE SERVICES – GENERAL

Record Series	Retention	Citation	Descriptor
Administration	P	GC 34090	
Biographies	CU + 2	GC34090	
Classifications and Appointments	P	GC 34090; GC 12946; 29 CFR 516.6(2); 29 CFR 1602.4	Includes supplemental Personnel records. Wage rate tables 2 years.
Correspondence/ Originating Department	CU + 2	GC34090(d)	If not attached to agreement or project file
Goals & Objectives	CU + 2	GC34090	Departmental goals & objectives
Policies & Procedures, Departmental	S + 5	GC34090(d)	Retain while current
Promotional Marketing			
External	CU + 7		
Internal	2		
Reports			
Departmental	CU + 2	GC34090	Special/or final summary, review or evaluation
Staff	CU + 2	GC34090	Non-agenda related, includes supporting documentation
Special Projects	CU + 2	GC34090	
Support Services	CU + 2	GC34090	Reproduction; printing; postal/mailing services, other internal resources
Travel Records	CU + 2	GC34090	

CITY FACILITIES / BUILDINGS

Capital Improvements, Construction	P	2.083110; GC34090a; 4004; H&S 19850; GC34090a	Contains records re: Planning, design, construction, conversion or modification of local government-owned facilities, structures & systems
Facility Rentals/Use	CU + 2	GC34090	Permits, contracts, diagrams, schedules, insurance binders

Maintenance & Operations	CU + 2	GC34090d	Service requests, invoices, supporting documentation; buildings, equipment, field engineering, public facilities including work orders and graffiti removal

HUMAN RESOURCES & RISK MANAGEMENT

Record Series	Retention	Citation	Descriptor
Benefit Plan Claims	P	GC6250 et seq; OMB A-129 29 CFR 1602.30; 32; Lab Rel Sec 1174*	May include dental, disability, education, health, life and vision including dependent care and Employee Assistance *29 CFR 1637.3; 29 USC 1027; 29 CFR 1627.3; 29 USC 1113
Benefit Plan Enrollment, Denied	CL + 4	GC34090; OMB A-128	
Bond, Personnel Fidelity	T + 2	GC34090	Employee Fidelity Bonds
Employee Handbook	S + 2	GC 34090	General employee information including benefit plans
Employee Programs	CL + 2	GC 34090; GC 12946	Includes EAP and Recognition
Employee Rights General Employees Safety (Police)	T + 5 T + 5	GC12946; 29 CFR 1602; 29 USC 211 (e); 203(m); 207(g)	May include Arbitration, grievances, union requests, sexual harassment and Civil Rights, complaints, disciplinary actions
Hourly Employees	T + 6	GC12946; GC34090*	*29 CFR 1627.3, Labor Relations Section 1174
Immigrant		Immigration Reform/Control Act 1986 Pub. L 99-603	I-9's
Medical Leave	CL + 30	FMLA 1993 US OSHA; 29 CFR ; 1910.20*	May include Family leave; certifications; tests; W-4's; *29 CFR 1602.30.32; 49 CFR 193-9;
Motor Vehicle Pulls (DMV)	CL + 7	GC12946, *	*CA 91009; 8 USC 1324 (a)
Negotiation	P	29 USC Sections 211(c), 203(m), 207(g)	Notes, notebooks, correspondence, contracts, and Memorandums of Agreements
Non-Safety Employees	T + 5	Reference: 29 CFR 1627.3; CCR Sec 1174; 29	Non-safety employees may include: Release Authorizations; Certifications; Reassignments; outside employment; commendations disciplinary actions; terminations; Oaths of Office;

		CFR 1602.30.32; GC6250 et seq; 29 CFR; GC 12946, 34090*	evaluations-pre-employee medicals; fingerprints; identification cards (ID=s) *1607.4; 29 CFR 655.202; 29 CFR 516.6 et seq; 45 CFR 1068.6(a)
Personnel Records (copies)	CU + 5	GC34090; GC6250	Attendance; evaluations; drafts; worksheets; postings
PERS, Social Security, SSI	P	29 CFR 1627.3(2); GC 12946, 34090	EEOC/ADEA
Recruitment	CL + 3	Reference: GC12946; GC6250 et seq; 29 CFR 1602 et seq 29 CFR 1607; 29 CFR 1627.3	Applications, resumes, alternate lists/logs, indices; ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; electronic database
Reports	CU + 2	GC34090	Employee statistics, benefit activity; liability loss
Safety Employees	T + 5	Reference: 29 CFR 16273; CCR Sec 1174; 29 CFR 1607.4; *	Police, fire, emergency employees may include; Release Authorizations; Certifications Reassignments; outside employment; commendations disciplinary actions; terminations; Oaths of Office; evaluations-pre employee medicals *29 CFR 1602.30.32; 29 CFR 655.202; 29 CFR 516.6 et seq; 45 CFR 1068.6(a)
Surveys and Studies	CU + 2	GC 12946, 34090; 29 CFR 516.6(2); 29 CFR 1602.14	Includes classification, wage rates
Training Records Non-Safety	CU + 7	GC6250 et seq	Employee applications, volunteer program training, class training materials, internships;
Personnel (by name)	T + 7	GC34090	Paperwork documenting officers internal and external training
Safety	CU + 2	GC34090	Certifications/designations
Vehicle Mileage Reimbursement Rates	S + 2	GC 34090	Annual mileage reimbursement rates
RISK MANAGEMENT			
Accident Reports - City Assets	CL + 7	29 CFR 1904.2; 29	Reports and related records * CFR 1904.6
Bonds, Insurance	P	CCP 337.2; 343	Bonds and insurance policies insuring city property and other assets
Claims, Damage	CL + 5	GC34090; GC25105.5	Paid/Denied

Incident Reports	CL + 7	29 CFR 1904.2; 29 CFR 1904.6	Theft, arson, vandalism, property damage or similar occurrence (excluding fire/law enforcement)
Insurance, JPIA Agreement	P	GC34090	(Authority California Cities Excess Liability Insurance) B Accreditation/ MOU=s/agreement/agendas
Insurance, Certificates	P	GC34090	Insurance certificates filed separately from contracts, includes insurance filed by licensees
Insurance, Liability/Property	P	GC34090	May include liability, property, Certificates of Participation, deferred, use of facilities
Insurance, Workers Compensation	P	GC6410; 29 CFR 1910.20	Indemnity; PERS - working files - originals with Administrator
Photographs, Negatives, Film	CL + 2	GC34090	
Risk Management Reports	CL + 5	OMB 1220-0029; 29 CFR1904.4; GC 34090	Federal OSHA Forms; Loss Analysis Report; Safety Reports ; Actuarial Studies
Workers Compensation	P	CCR 14311; 15400.2; CA Labor Code 110-139.6	Claim Files, Reports, Incidents (working files) originals filed with Administrator

FINANCE

Record Series	Retention	Citation	Descriptor
AUDIT			
Annual Financial Report	CL + 2	GC34090	Independent auditor analysis
Bonds	CL + 10	GC34090; CCP 337.5	Final bond documentation
Budget	P	GC34090	Annual operating budget approved by Legislative Body
Budget Operating (copies)	S	GC34090	Departmental Reference
Hearing or Review	AU + 2	GC34090; OMB A-128	Documentation created and or received in connection with an audit hearing or review
Reports	AU + 4	GC34090; OMB A-128	Internal and/or external
Reviews, Internal/External Periodic	CU	GC34090; GC6250	Daily, weekly, monthly, quarterly or other summary, review, evaluation, log, list, statistics, except a report
PUBLIC FINANCING AUTHORITY			
Administration	P	GC 34090	
Financial Records	P	GC 34090, 40802, 53901	

Management Reports	2	GC 34090	
ACCOUNTING			
Accounts Payable	AU + 4	GC34090	Invoices, check copies, supporting documents
Accounts Receivable	AU + 4	GC 34090	
Applications	CL + 2	GC34090	Utility connections, disconnects, registers, service
Assessment Districts	P	GC 34090	Collection information; Original documentation files with municipal clerk
Bank Reconciliation	AU + 5	GC34090; 26 CFR 16001-1	Statements, summaries for receipts, disbursements & reconciliation
Billing Records	AU + 2	GC34090	Customer name, service address, meter reading, usage, payments, applications/cancellations
Budget	AU + 2	GC 34090	
Budget adjustments, journal entries	AU + 2	GC34090	Account transfers
Checks	AU + 5	GC34090; CCP 337	Includes payroll, canceled & voided checks
Deposits, Receipts	AU + 4	GC 34090; CCP 337	Checks, coins, currency
Invoices	AU + 2	GC34090	Copies sent for fees owed, billing, related documents
Journals			
Utility Billing	CU + 2	GC34090	Billing including monthly activity
Ledger, General	P	GC34090; *	* CCP 337
Voucher	AU + 4	GC34090; CCP 337	Account postings with supporting documents
Taxes, Receivable	AU + 3	CCP338	
Warrant Register	AU + 2	GC 34090.7	
ADMINISTRATIVE SERVICES			
Budget Operating (copies)	S	GC34090	Departmental Reference
Budget, Proposed	CU + 2	GC34090	Presented to Council
Adopted	P	GC 34090	
FIXED ASSETS			
Inventory	AU + 4	GC34090; 26 CFR 301 65- 1(F)	Reflects purchase date, cost, account number
Surplus Property			
Auction	AU + 2	GC34090	Listing of property
Disposal	AU + 4	GC34090; CCP 337	Sealed bid sales of equipment
Vehicle Ownership & Title	L	VC 9900 et seq.	Title transfers when vehicle sold
LICENSE			

Business	T + 4	GC34090; CCP 337	Paid & reports
PAYROLL			
Adjustments	AU + 4	GC 34090 29 CFR 516.5 – 516.6	Audit purposes
Employee Time Sheets	AU + 6	GC34090; 29 CFR 516.2*	Signed by employee for audit & FEMA Reports *20 CFR 516.6(1); IRS Reg. 31.6001-1(e)(z); R&T 19530; LC 1174(d)
PERS Employee Deduction Reports	T + 4	GC34090; CAC 22-1085-2	Record of deductions *(PERS Public Employee Retirement System)* *26CFR 31.6001-1;29 CFR 516.5, 516.6, LC 1174(d)
Register	P	GC34090; GC37207	Labor costs by employee & program
Salary Records	T + 3	GC34090; 29 CFR 516.2	Deduction authorization, beneficiary designations, unemployment claims, garnishments
PURCHASING			
Bids, RFQ's, RFP's Successful Unsuccessful	AU + 4 AU + 5 CU + 2	GC34090; CCP 337; *	Requests for Qualifications; Requests for Proposals regarding goods and services * GC 25105-1; GC 34090
Requisitions			
Purchase Orders	AU + 4	GC34090; CCP 337	Original documents
Stores	CU + 2	GC34090	Completed forms for ordering
Vendor Register	P	GC34090	Alpha vendor listing of purchase orders, invoices, account numbers and check date
REPORTS			
Audits	P	GC 34090	
Deferred Compensation	T + 5	GC34090; 26 CFR 16001-1*	Records of employee contributions and city payments *29 CFR 1627.3(2)
Federal and State Tax	AU + 4	GC34090; 29USC 436 *	Forms 1096, 1099, W-4's and W-2's *26 CFR 31.6001.1-4; IRS REG 31.6001-1(e)(2);R&T 19530;29 CFR 516.5-516.6
Financial, Annual	AU + 7	GC 34090.7	
Investment Transactions	P	GC34090; CCP 337; GC 53607	Summary of transactions, inventory & earnings report
Labor Distribution	AU + 2	GC34090	Costs by employee & program
Meter Reading	CU + 2	GC34090	
State Controller	P	GC34090	Controller may destroy after 5 years
Utility Rebates	CU + 2	GC34090	

TREASURER			
Bank Statements	AU + 2	FC 3368, 30210; GC 43900 et seq.	Financing authority
Bonds			
Account Statements	CL + 10	GC34090; CCP 337.5	Monthly statement of transactions.
Administration	CL + 10	GC34090; CCP 337.5	Supporting documents
Bonds and Coupons	CL + 2	GC34090; 53921	Paid/canceled

IT SERVICES

Internet, World Wide Web	S + 2	GC34090	Management/Policies and supporting documentation
Inventory, Information Systems	S + 2	GC34090	Hardware/Software Inventory logs; systems manuals
Network Information Systems (LAN/WAN)	CU + 4	GC34090; CCP 337.2; 343	Configuration maps and plans
Program Files and Directories	CU + 2 CU + (2 mos.) CU + 1 CU + .5	GC34090; GC34090.7	Annual backup Daily backup Monthly backup Weekly backup
Tapes Information Systems	CU + 2	GC34090	System Generation

CITY CLERK / ELECTIONS

Agendas	CU + 2	GC34090	Original agendas and special meeting notices, including certificates of posting, original summaries, original communications and action agendas for Council, Boards and Commissions
Agenda Reports (Master, Subject Files)	CU + 2	GC34090 (d)	Documentation received, created and/or submitted to Council

Legal Advertising	CU + 4	CCP 343, 349 et seq.; GC 911.2; GC 34090	Includes public notices, legal publications
Tapes, Audio/Video	CU + 3 mos.	GC 34090.7	When used for minute preparation and may have historical value.
POLICIES/ PROCEDURES			
General Administrative	S + 2	GC34090; 40801	All city policies and procedures
Policy, Council/ Proclamations	S + 2	GC34090	Policies, directives rendered by Council not assigned a resolution or ordinance number
Minutes	P	GC34090(d); GC36814; GC40801	Official minutes and hearing proceedings of governing body or board, commission or committee
Notices, Meeting	CU + 2	GC 34090.7, 54960.1(c)(1)	Special meetings
Ordinances	P	GC34090(d) 40806	Charter amendments; municipal code
Petitions	CU + 1	GC50115; GC6253	Submitted to legislative bodies
Resolutions	P	GC34090(d) 40801	Legislative actions
Assessment Districts	P	GC 34090	Original documentation
Inventory, Records	CU + 2	GC34090; 80 OPS Atty. Gen. 106	Inventory of non-current or inactive records holdings and location, indices. Tapes may be recycled.
Municipal Code	P	GC 34090	Supplements included
Public Records Request	CL + 2	GC 34090	
Records Retention Schedule Master	S + 4	CCP 343	
ELECTIONS			
Affidavit Index	CL + 5	EC 17001	
Applications, Absentee Ballots and Envelopes	E + .5	EC 17505; EC 17302	From date of election
Assisted, Challenged Voters List	E + .5	EC 17304	From date of election
Ballots	E + .5	EC 17302	From date of election; ballots submitted to precincts/City Clerk that were not used - unless contested (EC 17302(c)) retention by court order
Ballots Prop. 18 (Assessment Districts)	P	California Constitution Art. XIII	Property related fees (Assessment Ballot proceeding)
Calendar	E + 2	GC 34090	

Canvass	P	GC 22932; EC 17130; EC 2653	Notifications and Publication of Election; Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results; special election results
Certificates of Election	T + 4	GC 81009(a) (d)	Certificates of election; Original reports and statements
Fair Political Practices			
Administration/ Campaign Statements and Conflict of Interest	CU + 5		FPPC Opinions
Campaign disclosure, Elected	P	GC81009(b) (g)	FPPC Filings
Campaign disclosure, Not Elected	E + 5	GC81009(b)	FPPC Filings
Campaign disclosure - Unsuccessful (all other committees)	E + 7	GC81009	FPPC Filings
Candidate Statements	E + 4		Sample ballot retained permanently.
History	P	GC 34090	History of elections, sample ballots, certificates of destruction, other resolutions re: elections
Statement of economic interest - Elected Officials	T + 7	GC 81009(e)	FPPC Filings
Statement of economic interest - Not Elected	E + 5	GC 81009(b)	FPPC Filings
Lobbyist Registration	P	EC 81009(b)	Statements
Maps, Precincts/Voter Information	E + 2	GC 34090; EC 17501; EC 17301	
Nomination Papers Successful Unsuccessful	E + 4 E + 2	EC 17100 GC 81009(b)	
Notifications and Publications	E + 2	GC 34090	Proof of publication or posting, certification and listing of notice of posting; copy of newspaper notice and certification of offices to be voted for at forthcoming election

Oaths of Office	T + 6	GC34090; 29 USC 1113	Elected Officials
Petitions	.75	EC 17200, 17400; GC 7253.5; EC 14700 + GC 3756:8	From date of filing or election; Initiative, referendum, recall, Charter Amendments
Precinct Records	E + .5	EC 17503	From date of election: Precinct official material; declaration of intention, precinct board member applications, orders appointing members of precinct boards and designating polling places Includes notice of appointment of office and record of service
Roster (Of Voters)	E + 5	EC 17300	From date of election; Initiative, referendum recall, general municipal election, Charter Amendments
Voter Affidavits	CL + 5	EC 17000	
Voter Registration Signature Copy	CU + 5	EC 17000	Fire, special or school district
COMMUNITY RECORDS			
Libraries	CU + 2	GC 34090	Books, art, gifts, donations, exhibits, theatre, music, special events, etc.
Plaques	P		Historic value
Sports Organization	S + 2		
GENERAL CITY			
Applications, Boards, Commissions, Committees	CL + 2	GC34090	Not selected
Applications, Boards, Commissions, Committees	T + 5	GC34090; GC40801	Selected
Articles of Incorporation	P	GC34090; CCP 337.2	
Contracts and Agreements Excl. Capital Improvement	T + 5	CCP 337.2, 343; B&P7042.5; *	Includes leases, equipment, services or supplies *PU7685; 48 CFR:2; GC53066
Incl. Capital Improvement	P	2.08.110;*	Construction, *GC37090a; 4004; H&S 19850

CITYWIDE – ALL DEPARTMENTS

General Policies and Procedures	S + 2	GC34090; 40801	All city policies and procedures
PUBLIC INFORMATION			
Brochures,publications, newsletter, bulletins	S + 2	GC 34090	
Calendar, City	CU + 2	GC 34090	
Media Relations	CU + 2	GC 34090	Includes cable, newspaper, radio, message boards, presentations.
GRANTS			
Community Development Block Grant and Urban Development	T + 4	GC34090; 24 CFR 570.502 24 CFR85.42*	Applications, reports, contracts, supporting documents; *OMB Cir. A-102, A-110, A-128
Federal and State	CL + 5	GC34090	Refer to grant application close-out procedure
Financial Records	CL + 5	GC34090	Refer to grant application close-out procedure
Unsuccessful	CL + 2	GC34090	Applications not entitled
Inventory, Records	CU + 2	GC34090; 80 OPS Atty. Gen. 106	Inventory of non-current or inactive records holdings and location, indices. Tapes may be recycled.
Records Management	CL + 2	GC34090	Document includes retrieval, transfers - inactive
Records Management Disposition/Certification	P	GC34090	Documentation of final disposition or records
Records Retention Schedules	S + 4	CCP 343	

LEGAL / LEGISLATIVE

Appeals, Civil	CU + 3	CCP 583.320(a)(3); GC 34090	
Case Log	CL + 7	CCP 337.2; 343	From Close of cases listed; Chronological listing of cases
Case Records - (High Profile)	P	GC6254	Significant cases which have importance/or set legal precedence. Includes logs, complaints, police reports, court orders, motions, notes, briefs
Case Records	CO + 7	42 USC s1983	Includes logs, complaints, police reports, court orders, motions, notes, briefs, closing statements (unless minors - 3 years after attaining 18)
Index, Attorney Case	L	GC6254	Including notations on activities related to case

Logs, Attorney Service Request	CU + 2	GC34090	Service request, summaries of monthly requests
Opinions	S + 2	GC34090; GC6254	Confidential

COMMUNITY DEVELOPMENT

Benchmark Data	CU + 2	GC34090d	Horizontal, vertical & control
Bids & Proposals (Unsuccessful)	CL + 2	GC34090d	
Bonds Development	CL + 10	CCP 337.5	Housing; Industrial Development
Security	CL + 2	GC34090	Documentation created and or received in connection with the performance of work/services for the city, or for parcel maps and subdivision work
Code Books	P	GC34090e	National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing & Supplements
Contractor	CU + 2	GC34090d	Current listing
Correspondence	CU + 2	GC34090d	Working documentation
Development Conditions	L	GC34090	Mitigation measures; filed with case files
Development Agreements	P	CCP337, 337.1(a), 337.15; GC34090;4 8 CFR 4.703	Infrastructure contracts, franchises. Original maintained for 7 years.
Development Standards	P	GC34090a	Landscape mediums, parkway landscape development, public works construction
Drawings, Project Plan	CU + 2	GC34090d	Does not include those usually filed with case or project
Franchises	P	GC65864, 65869.5, 34090*	Including subdivision agreements, contracts for sale or purchase of property, cable, grant of easements and/pr involving construction of improvements *CCP 337.2, 343; AC16023
General Subject Files	CU + 2	GC34090d	Internal working files including correspondence
Grants, Community/Urban Development (includes CDBG)	CL + 4	24CFR 570.502(b) (3); 241CFR 85.42 & OMB Cir. A-110, Attach. C; *	Project files, contracts, proposals, statements, reports, sub-recipient dockets, Environmental review, grant documents, applications, inventory,

			consolidated plan, etc. Includes Section 108 loan guarantee *OMB Cir. A-102 & 128, HUD regulations
Historic Preservation Inventory	2	GC34090d	Historic structures & landmarks
Incident Files	2	GC34090d	Emergency Call Outs
Land Uses, nonconforming	P	GC34090a	Building or site usage which does not conform to current standards
Logs	CU + 5		Logs, registers or similar records listing permits, certificates of occupancy issued; may include inspection, building activity, daily, plan check, utility
Maps & Plats	P	GC34090a	Engineering & field notes and profiles; cross-section of roads, streets, right-of-way, bridges; may include annexations, parks, tracts, block, storm drains, water easements, bench marks, trees, grading, landfill, fire hydrants, base maps, etc.
Master Plans, Annual	S + 2	GC34090	Special or long range program plan for municipalities – coordination of services; strategic planning
Permits, Construction	P	GC34090a; H&S19850; 4003; 4004	Plans, building, signs, grading, encroachment, including blueprints and specifications
Permits, Other	CL + 2	GC34090d	Alterations, encroachment, excavations, road, street sidewalks & curb alterations, transportation, swimming pool drainage, temporary uses, etc.
Photographs	S + 2	GC34090d	Aerial photographs
Projects, Not Completed or Denied	CL + 2	GC34090d	Building, engineering, planning
Reports	CU + 2	GC34090	Activity, periodic
Seismic Retrofit Program	P	GC34090a	Includes Certificates of Compliance
Street Names and House Numbers	P	GC34090a	Street dedications, closings, address assignment/changes
Studies, Special Projects & Areas	CL + 2	GC34090d	Engineering, joint powers, noise, transportation
Surveys	P	GC34090a	Recording data and maps
BUILDING			
Blueprints, Specifications	CL + 2	GC34090d	Submitted by contractors with application for permit and builds for Certificate of Occupancy
Certificates	L	GC34090a	Compliance, elevation, occupancy which affect real property
Construction (Approved)	P	GC34090a; 4003; 4004; H&S 19850, 19853	New commercial and residential construction, tenant improvements room additions, spa, signs, block wall, remodel including security bonds

Inspection	CL + 2	GC34090d	Correspondence, fees, appeal requests, reports
Permits	P	GC34909a; H&S 19850; 4003;4004	Plans, building, signs, grading, encroachment permits
Signs (Temporary)	S + 2	GC34090d	Home occupations, off-premise signs
CODE ENFORCEMENT			
Abandoned Vehicles	CL + 2	GC34090d	
Case Files	CL + 2	GC34090d	Building, housing and mobile home code violation records including inspections; public nuisance rubbish and weed abatement, vehicle abatement, citations, massage parlor permits, general
Liens & Releases, Supporting Recorded	CL + 2 P	GC34090	Utilities, abatement, licenses
Logs	CU + 2	GC34090d	Lien Recovery, citations, complaints
Regulations	S + 2	GC34090d	Includes rules
Reports, Federal and State	P	GC34090a	Code enforcement statistics; may contain records affecting title to real property or liens thereon
Violations, Building, Property & Zoning	CL + 2	GC34090d	Supporting code enforcement activity
ENGINEERING			
Capital Improvement Projects	CL + 10	CC337.15	Supporting documents including bidders list, specifications, reports, plans, work orders, schedules, etc.
Construction Tracking, Daily	P	CC337.15	Assesses value of real property
Drawings, Traffic Control Plan	P	GC34090a	Signs, signing & striping, road construction
Flood Control	CL + 2	GC34090d	Storm Drains
Special Districts	P	GC34090a	Supporting documents re: improvement, lighting, underground utility; bonds, taxes & construction
Street/Alley (Abandonment/ Vacation)	CL + 2	GC34090d	Relinquishment of rights and fee title
Traffic Signals	CL + 2	GC34090d	Counts, collisions, accidents
ENVIRONMENTAL QUALITY			
Air Quality (AQMD)	CU + 7	CCP 338(k); GC34090	Participants/voucher logs, Total Daily Mileage Survey (TDM); various local authorities; Commute Alternative
Asbestos	P	GC34090a	Documents abatement projects, public buildings
California Environmental Quality Act (CEQA)	P	GC34090a + CEQA Guidelines	Exemptions, Environmental Impact Report, Mitigation monitoring, negative declaration, notices of

			completion and determination, comments, statements of overriding considerations
Congestion Management	CU + 2	GC34090d	Ride sharing, trip reduction
Environmental Review	CL + 2	GC34090d	Correspondence, consultants, issues, conservation
Pest Control	CU + 2	GC34090d	Pesticide applications, inspections & sampling, documents
Soil	CL + 2	GC34090d	Analysis, construction recommendations
Soil Reports	P	GC34090d	Final Reports
HOUSING			
Bonds	CL + 4	CCP 337	Revenue Bond Documentation
Programs	CL + 3	24 CFR 570.502(b)(3); 24 CFR 85.42 & OMB Cir. A-110, #C	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificate, Housing bond advisory, HOME, In-Lieu Housing Mitigation, Low/Moderate Housing, Rental Housing Assistance
Redevelopment Budgets Bond Issues	P P	GC 34090, 40802, 53901 GC43900 et seq.	Includes annual audit
PLANNING			
Case files, Planning and Zoning	P	GC34909a; H&S 19850; 4003;4004	Pertains to real property. May include blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments or other planning-related matters brought before legislative body
Certificates	L	GC34090	Retain during life of structure
Flood Records	CU + 2	GC34090	
General Plan and Elements	P	GC34090	Includes sphere of influence
General Plan Amendments Approved Denied	CL + 2 CU + 3	GC34090 GC65103	GC50110
Interpretations	CU + 2	GC34090	
Maps, Plans, Drawings, Exhibits, Photos	P	GC34090; H&S 19850; GC34090.7	Zoning, tentative subdivision, parcel, land use map, aerial photos, specific plans
PROPERTY			
Abandonment	P	GC34090a	Buildings, Condemnation, Demolition
Acquisition/ Disposition	CL + 10	GC34090a; GC6254	Supporting documents re: sale, purchase, exchange, lease or rental of property by City

Annexation Case Files	P	GC34090a	Reports, agreements, public notices
Appraisals	CL + 2	GC34090; GC6254(h)	Exempt until final acquisition or contract agreement obtained
Deeds & Promissory Notes	P	GC34090a *	* 24 CFR 570.502(b)(3); 24 CFR 8.42 & OMB Circ. SA- 110
Maps, City Boundary	P	GC34090d	Recorded maps, surveys, monuments
Lot Split Cases	P	GC34090	
Relocation Files	CL + 2	GC34090	e.g., Redevelopment

PARKS & RECREATION

Agendas, Board	CU + 2	GC34090	
Grants (*refer to Admin.)*			
Inventory, Equipment	AU + 2	GC34090	Warranties, purchase orders
Landscape	CU + 2	GC34090	Drawings, contracts, complaints, specifications, photos, reports
Maintenance/ Operations	C + 2	GC34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Maps	P	GC34090	Irrigation, plot plans
Minutes, Board	P	GC34090	
Photographs	S + 2	GC34090	
Plans, Proposed	CU + 2	GC34090	Future plans, new sites, expansions
Policies and Procedures	S + 2	GC34090	Includes rules and regulations
Railroad Right-of-way	CL + 3	36 CFR 64.11	Land acquisitions, correspondence, improvements, statutory records
Reports - Accident	CL + 2	GC34090	Patrons, employees
Reports - Others	CL + 2	GC34090	
Studies	CL + 2	GC34090	Future sites, expansions
Resolutions, Board	P	GC34090	
Schedules, Class & Events	CU + 2	GC34090	Enrollment, liability releases, evaluations, attendance, flyers

PUBLIC SERVICES

SANITATION/ SOLID WASTE/ WASTEWATER			

Collections/Landfill	CU + 2	GC34090	Daily records, usage
Facilities	CU + 2	GC34090	Correspondence, maps, patron list
History, Sanitation	P	GC34090	Where City-owned
Incineration Plants, Sludge	CU + 2	40 CFR 61.54	Sludge, sampling, charging rate to measure mercury content
Incinerator Operations, Treatment Plant	CU + 2	40 CFR 60.153	Gas flow through wet scrubbing, oxygen content of exhaust gas, sludge rate, temperatures, fuel flow, total solids and volatile solids
Maintenance and Operations	CU + 2	GC34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Maps, Septic Tank	P	GC34090	Location maps
Rates	CU + 2	GC34090	
Recycling Programs	S + 2	GC34090	
Regulations	S + 2	GC34090	Includes legislation
Reports			
Studies	CL + 2	GC34090	
Tonnage	CU + 2	GC34090	
STREETS/ALLEYS			
Abandonment/ Vacations	P	GC34090	
Closures	P	GC34090	
Easements, Dedications, Rights-of- Way	P	GC34090	
Field Books	P	GC34090	
Grants *(see Admin.)*			
Intersection Records	CU + 2	GC34090	Includes correspondence, volume counts, accident history
Inventory, Traffic Control Device	S + 2	GC34090	Signs, lights
Landscaping	CU + 2	GC34090	Plants, tree maintenance, work orders
Lighting	CU + 2	GC34090	Maintenance, work orders
Maintenance/ Operations	CU + 2	GC34090	Includes work orders, inspection, repairs, cleaning, reports, complaints, signals, striping
Maps	P	GC34090	Fire hydrants, lighting districts, wheel chair ramps, storm drains, streets, sidewalks, sewers
Master Plans	CU + 2	GC34090	Copies
Parking			
Lots	CU + 2	GC34090	
Regulations	S + 2	GC34090	
Reports/Studies	CL + 2	GC34090	

Permits			
Encroachment	P	GC34090	
Improvement	CL + 2	GC34090	May include curbs, sidewalks; Applications for excavation, fill, alterations
Oversize Load	CL + 2	GC34090	
Parking	CL + 2	GC34090	Residential
Paving	CL + 2	GC34090	
Use (Temporary)	CU + 2	GC34090	Includes Special Events
Photographs	S + 2	GC34090	Includes aerials
Plans, Capital Improvement, Projects	P	GC34090	Streets, curbs, gutters, sidewalks, storm drains
Policies and Procedures	S + 2	GC34090	Includes rules, regulations, standards
Naming and numbering	P	GC34090	
Speed Limits	S + 2	GC34090	
Programs			
Federal Aid Urban	CL +	23 CFR 633 (a) & (c)	
Traffic Safety	S + 2	GC34090	Drivers Education, Pedestrian Safety, Bicycle Lanes
Reports			
Bridges & Overpasses	L	GC34090	Life of structure
Inspection	CU + 2	GC34090	Includes intersection, sidewalks. Bridges and Overpasses, keep life of structure
Studies	CL + 2	GC34090	Traffic volume, accident history, requests, statistics, drawings supporting traffic devices
Traffic Count	CL + 2	GC34090	Evaluation of traffic volume
Vehicle Accident	CL + 2	GC34090	
Routes, School Bus & Truck	S + 2	GC34090	Truck routes, access ramps, rest areas
Signage	L + 2	GC34090	Log books, index register cards, inventory lists, records of traffic signs
Traffic Signals	L		Logs, drawings, wiring diagrams, codes, circuit numbers, installation records, testing and maintenance.
Weigh Scales	S + 2	GC34090	
UTILITIES			
Facilities	T + 2	GC34090	If city owned
Gas & Electric Rates	S + 2	GC34090	
Underground	P	GC34090	GC4003, GC4004; H&S 19850
WATER			
Billing/Customer Records	CU + 2	GC34090	Billings, correspondence, complaints
Connection Records	P	GC34090	Maps, water line connections

Flood Control			
Drainage Facilities	P	GC34090	Includes dams, lakes, basins, creeks
Flood Zones	P	GC34090	Includes flood maps
Insurance Programs	S + 2	GC34090	Includes copies of policies, rules, programs
Policies/ Procedures	S + 2	GC34090	Rules and Regulations
Reports/ Studies	CL + 2	GC34090	
Grants *(see Admin.)*			
Inventory, Equipment	CU + 2	GC34090	
Locations	P	GC34090	Mains, valves, hydrants, wells
Maintenance and Operations	CU + 2	GC34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Service	CU + 2	GC34090	Includes work orders, entry cards, manholes, service to property owners
Well & Pumping	CU + 2	GC34090	Times operational, power used and quantity
Maps	P	GC34090	Line location; easements
Master Plans	CU + 2	GC34090	Copies
Meter Operations	CU + 2	GC34090	Reader reports, orders, tests Maintenance Reports
Permits			
NPDES	P	40 CFR 122.28	Municipalities of 100,000/more, compliance with Clean Water Act re: pollutants
Others	CU + 2	GC34090	May depend on terms of state or federal agency
Policies and Procedures	S + 2	GC34090	Includes rules and regulations
Rates	S + 2	GC34090	
Reclamation	CU + 5	40 CFR 122.41	Daily operations including sewage flow, grit removal, chlorine usage, lab analysis results, etc.
Reports			
Conservation	CU + 2	GC34090	
Consumption	CU + 2	GC34090	
Corrosion Control	CU + 12	40 CFR 141.91	Compliance documentation
Discharge Monitoring	CU + 5	40 CFR 122.41	Average amount of pollution discharged into waters of municipality.
Drinking Water Corrections	CU + 10	40 CFR 141.33	
Hydrograph	P	GC 34090	Daily flow of streams
Lead Service Line	CU + 12	40 CFR 141.91	Compliance documentation
Public Education	CU + 12	40 CFR 141.91	Compliance documentation
Quality Parameters	CU + 12	40 CFR 141.91	Compliance documentation
Sanitary Surveys	CU + 10	40 CFR 141.33	Statistics, reports, correspondence
Source Water	CU + 12	40 CFR 141.91	Compliance documentation, e.g. lead & copper
State Certification	CU + 12	40 CFR 141.91	Compliance documentation
Variances, Water System	CU + 5	40 CFR 141.33	

Well Level	CU + 2	GC34090	
Sources	CU + 2	GC34090	May include wells, rivers, lakes, districts
Surveyor Field Notes	P	GC34090	Notes preparatory to maps of water installations
Surveys, Water System Sanitary	CU + 10	40 CFR 141.33	Statistics, reports, correspondence
Tests			
Bacteriological Analysis	CU + 5	40 CFR 141.33	Compliance records include location, date, method and results; corrections, analysis of bacterial content
Chemical Analysis	CU + 10	40 CFR 141.33	Compliance records include location, date, method used and results; corrections, analysis of chemical content
Quality	CU + 12	40 CFR 141.91	Compliance documentation including sampling data, analysis, reports, surveys, documents, evaluation, schedules, valves, etc.
Valve Main Records	P	GC34090	
Violations, Drinking Water	CU + 3	40 CFR 141.33	Retention applies to each violation

Agenda Item No. B-4

DATE SUBMITTED	07/09/2025	COUNCIL ACTION	(x)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	Police Department	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	07/16/2025	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: **Approval of the FY 2024 Stonegarden Memorandum of Understanding**

DEPARTMENT INVOLVED: Police Dept.

BACKGROUND/SUMMARY:

The Imperial Police Department has received the 2024 Stonegarden MOU. Through the Stonegarden grant, the Imperial Police Department will receive $50,000.53 in operational overtime and $959.20 for the purchase of individual first aid kits. The Stonegarden Grant provides funding to enhance law enforcement preparedness and operational readiness along the border of the United States. Please see attached MOU for further details.

FISCAL IMPACT: None

ADMIN SERVICES SIGN INITIALS

STAFF RECOMMENDATION: Request Council approval of the 2024 Stonegarden MOU

DEPT. INITIALS

MANAGER'S RECOMMENDATION: approve

CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

AGREEMENT FOR THE

FISCAL YEAR 2024 OPERATION STONEGARDEN GRANT PROGRAM

2024-2027

THIS AGREEMENT ("Agreement"), made and entered into effective the _____ day of _____ 2025, is by and between the following parties (individually, "Party;" collectively, "Parties"), for program support of the FY 2024 Operation Stonegarden Grant ("OPSG"):

- **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or "County Parties"),
- **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"),
- **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven Offices ("CHP"),
- **CITY OF BLYTHE,** an incorporated city within the County of Riverside, by and through its Police Department ("Blythe"),
- **SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT**,
- **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police Department ("Brawley"),
- **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police Department ("Calexico"),
- **CITY OF EL CENTRO**, an incorporated city within the County of Imperial, by and through its Police Department ("El Centro"),
- **CITY OF IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police Department ("Imperial"), and
- **CITY OF CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department ("Calipatria"), and
- **CITY OF WESTMORLAND**, an incorporated city within the County of Imperial, by and through its Police Department ("Westmorland"), and
- **COUNTY OF RIVERSIDE**, a political subdivision of the State of California by and through its Sheriff's Office, ("County of Riverside").

RECITALS

A. **WHEREAS**, County received funds from the U.S. Department of Homeland Security ("DHS") passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG Program for fiscal year 2024; and

B. **WHEREAS**, said funds shall be used to support the OPSG Program to enhance law enforcement preparedness and operational readiness along the border lands of the United States located within the County; and

C. **WHEREAS**, Government Code §§ 55631 and 55632 authorize the legislative body of any local agency to contract with any other local agency for the furnishing of police protection to such other local agency, where a "local agency" includes a neighboring city, county, federal government, or any federal department or agency; and

D. **WHEREAS,** Government Code § 26600 gives sheriffs the responsibility to "preserve peace" and provides them statutory authority to sponsor, supervise, or participate in various law enforcement-related projects; and

E. **WHEREAS**, the Parties desire to enter into an agreement with provisions concerning the nature, scope, and extent of OPSG collaboration, services rendered, and compensation; and

F. **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 15, dated February 25, 2025, approved and authorized the Imperial County Sheriff to enter into this Agreement with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be used to reimburse the participating agencies under this Agreement; and

G. **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance audit report of **Two Million Forty Nine Thousand Two Hundred Eighteen Dollars ($2,049,218.00)** or more of OPSG federal funds are expended in a fiscal year; and

H. **WHEREAS**, documentation and records shall be maintained and retained in accordance with OPSG requirements and shall be available for audit and inspection; and

I. **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067.

NOW THEREFORE, and in consideration of the covenants and conditions hereinafter contained, it is agreed between Parties as follows:

1. PURPOSE AND INTENT.

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS and passed through CalOES under the OPSG for fiscal year 2024-2027.

2. SCOPE OF WORK.

2.1. **Method of Service Delivery.**

2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively responsible for coordination of Parties' obligations under this Agreement.

2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service: Obligations of the Parties.

2.2. **Overview of Basic Services.**

2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement personnel in their designated areas of jurisdiction, in order to support DHS's Bureau of Customs and Border Protection ("CBP") and Office of the Border Patrol ("OBP") efforts to improve border security in the region.

2.2.2 Parties will enforce local and state laws within the agency's jurisdiction and will not enforce immigration laws on behalf of CBP/OBP.

2.2.3 Parties will conduct OPSG activities consistent with the California Values Act, including but not limited to Government Code Section 7284.6(b) and the following conditions:

(a) The primary purpose of OPSG activities will not be immigration enforcement, as defined in subdivision (f) of Government Code Section 7284.4.

(b) The enforcement or investigative duties will be primarily related to a violation of state or federal law unrelated to immigration enforcement.

(c) Participation in OPSG activities by a California law enforcement agency will not violate any local law or policy to which it is otherwise subject.

3. TERM OF AGREEMENT.

3.1. **Initial Term.** The term of this Agreement shall be from September , **2024**, and shall continue in effect through and terminate at midnight on May 31 , **2027**, subject to the provisions in Paragraphs 3.2. and 3.3. below.

3.2. **Option to Extend.** Renewal or extension of this Agreement beyond May 31, 2027 shall be subject to remaining grant funds and to a time extension approved by DHS and passed through CalOES.

3.3. **Termination.** Subject to the applicable provisions of State law, any Party may terminate its participation in this Agreement upon a minimum of ninety (90) days written notice to the other Parties.

4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.

4.1. **Anticipated Outcome.**

4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under this Agreement, is the increased presence of law enforcement personnel in their designated areas of jurisdiction, to support CBP/OBP efforts to improve border security in the region.

4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth in this Agreement and in CBP's "Operations Order Report," hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully set forth herein.

(a) Parties will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border.

(b) Parties will utilize their unique investigatory and prosecutorial areas of expertise in operations targeting criminal aliens upon reasonable suspicion of, or for violation of, Section 1326 (a) of Title 8 of the United States Code that may be subject to the enhancement specified in Section 1326(b)(2) of Title 8 of the United States Code, if detected during an unrelated law enforcement activity, to document fraud, and for intelligence development including making necessary inquiries as permitted by Government Code Section 7284.6(b).

(c) Parties shall increase intelligence/information sharing among each other, which includes but is not limited to the following activities:

(i) Conducting monthly meetings with a minimum of one (1) representative from each Party; and.

(ii) Sharing information during law enforcement operations.

4.2. **Personnel Qualifications and Assignment.**

4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards and scope of service defined herein and as further specified in **Exhibit "A."**

4.2.3. County Participating Agency Discretion.

(a) County's Sheriff's Office shall be responsible for the management, direction, and supervision of its OPSG personnel, and the standards of performance, discipline, and all other matters incidental to the performance of such services, in its sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(b) County's Sheriff's Office shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.

(c) County's Department of Probation shall be responsible for the management, direction, and supervision of its OPSG personnel, and the standards of performance, discipline, and all other matters incidental to the performance of such services, in its sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(d) County's Department of Probation shall be the appointing authority for all of its personnel provided to OPSG by this Agreement.

(e) Non-County Parties shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in County's performance of this Agreement.

4.2.4. Non-County Parties' Discretion.

(a) Non-County Parties shall be responsible for the management, direction, and supervision of their respective OPSG personnel, and the standards of performance, discipline, and all other matters incident to the performance of such services, in each respective non-County Party's sole but reasonable judgment, and in accordance with the provisions of applicable labor agreements.

(b) Each non-County Party shall be the appointing authority for its respective personnel provided to the OPSG by this Agreement.

(c) County shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in non-County Party performance of this Agreement.

4.2.5. OPSG Coordinators.

(a) County's Sheriff's Office shall select and designate an OPSG Coordinator who shall manage and direct the OPSG.

(b) County's Department of Probation and each non-County Party shall select and designate an OPSG Coordinator under this Agreement.

(c) The designated OPSG Coordinator for each Party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement, and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG activities at all times during the term of this Agreement to meet the commitments set forth herein.

4.2.7. Pre-Authorization of Overtime.

(a) The OPSG Coordinator for each participating agency will be responsible for authorizing all OPSG overtime prior to any detail.

(b) Any overtime scheduled for the OPSG Coordinator must be approved by the department head or city manager.

4.2.8. Equipment and Supplies.

(a) County's Sheriff's Office will provide its OPSG personnel with all supplies and/or prescribed safety gear, body armor and or standard issue equipment necessary to perform OPSG activities.

(b) County's Department of Probation will provide its OPSG personnel with all supplies and/or prescribed safety gear, body armor and or standard issue equipment necessary to perform OPSG activities

(c) Non-County Parties will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor and/or standard issue equipment necessary to perform OPSG activities unless otherwise specified in **Exhibit "A."**

4.2.9. Party Monitoring. The County will monitor the performance of the Parties against goals and performance standards set forth in this Agreement. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Party/Parties within a reasonable period of time after being notified by the County, suspension or termination procedures will be initiated.

5. COST OF SERVICES/CONSIDERATION.

5.1. **General.**

5.1.1. As full consideration for the satisfactory performance and completion by non-County Parties of OPSG activities set forth in this Agreement, County shall pay non-County Parties for personnel assigned to perform OPSG activities on the basis of invoices and submittals as set forth hereunder.

5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and

equipment as detailed in **Exhibit "A"** for the applicable grant year, and that unallowable costs are not reimbursed.

5.1.3. No reimbursement shall be made to a Party during any period of time within which that Party is in default on filing any informational or financial reports required by County. County, through its Sheriff's Office, shall make any necessary adjustments to Party claims to correct for previous overpayments and disallowances or underpayments.

5.1.4. Payments made by County are dependent on the continued availability of grant funds from DHS passed through CalOES.

5.1.5. The amount of available OPSG funds shall not exceed **Two Million Forty Nine Thousand Two Hundred Eighteen Dollars ($2,049,218.00)** unless otherwise provided for under this Agreement.

5.2. **Personnel Cost/Rate of Compensation.**

5.2.1. During the term of this Agreement, County shall compensate Parties for preauthorized overtime worked by personnel assigned to perform OPSG activities.

5.2.2. Compensation made by County is based upon available funding and the actual costs incurred by Parties to provide OPSG activities under this Agreement.

5.3. **Method of Payment.**

5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related supporting documentation that represents amounts due under this Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following the end of each calendar month during the term of this Agreement.

5.3.2. Invoices, timesheets and other related supporting documentation must have the signature of each non-County Party's OPSG Coordinator, or his or her designee, certifying that the invoices, timesheets, and related documentation are true and correct.

5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than 5:00 p.m. of the eleventh (11th) business day following the end of each calendar month during the term of this Agreement to:

Imperial County Sheriff's Department
Fiscal Unit, Ref. OPSG
PO Box 1040
El Centro, CA 92244.

5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's Office will process the request for reimbursement to DHS passed through CalOES.

5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS passed through CalOES, County's Sheriff's Office will submit a claim for payment to County's Auditor-Controller to pay non-County Parties for the service agreed to.

(a) County will request cash advances on the grant funds from DHS passed through CalOES each quarter during the term of this Agreement.

(b) When County has a positive balance in its OPSG account, County will pay non-County Parties for the service agreed to within ten (10) business days of receipt of valid invoices.

5.3.6. Non-County Parties shall maintain payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task and regular/overtime hours worked.

5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office all payroll records and other records that relate to the services provided under this Agreement.

5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities through procedures to be agreed upon within County.

6. INDEMNIFICATION.

6.1. Indemnification Related to Workers' Compensation and Employment.

6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their respective officers, employees and agents from any claims, losses, fines, expenses

(including attorneys' fees and court costs), costs, damages or liabilities arising from or related to:

(a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of County or any contract labor provider retained by County; or

(b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of County.

6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its officers, employees and agents from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to:

(a) Any Workers' Compensation claim or demand or other Workers' Compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective non-County Party or any contract labor provider retained by the respective non-County Party; or

(b) Any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the respective non-County Party or any contract labor provider retained by the respective non-County Party.

6.2. **Indemnification Related to Acts and/or Omissions – Negligence.**

6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.

(a) Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement and their agents, officers and employees, from any claim, action, or proceeding against the other Parties arising solely out of its own acts or omissions in the performance of this Agreement.

(b) At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement.

(c) Parties shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

6.2.2. Claims Arising from Concurrent Acts or Omissions.

(a) Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of Parties.

(b) Parties agree to retain their own legal counsel, bear their own defense costs and waive their right to seek reimbursement of such costs, except as provided in Paragraph 6.2.4. below.

6.2.3. Joint Defense.

(a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties.

(b) Joint defense counsel shall be selected by mutual agreement of Parties.

(c) Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Paragraph 6.2.4. below.

(d) Parties agree that no Party may bind the others to a settlement agreement without the written consent of the others.

6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

7. GENERAL PROVISIONS.

7.1. **Independent Contractor Status.**

7.1.1. In the performance of services under this Agreement, County and non-County Parties acknowledge and agree that:

(a) County and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of non-County Parties; and

(b) Non-County Parties and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of County.

7.1.2. All personnel provided by County under this Agreement are under the direct and exclusive supervision, daily direction, and control of County, and County assumes full responsibility for the actions of such personnel in the performance of services hereunder.

7.1.3. All personnel provided by non-County Parties under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies, and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

7.1.4. County and non-County Parties acknowledge and agree that County does not control the manner and means of performing the work of non-County Parties' officers, agents or employees who perform OPSG activities, nor does County have the right to hire or terminate employment of such officers, agents or employees.

7.1.5. Non-County Parties do not control the manner and means of performing the work of County officers, agents or employees who perform OPSG activities, nor do non-

County Parties have the right to hire or terminate employment of such officers, agents or employees.

7.1.6. County has no authority of any kind to bind non-County Parties, and non-County Parties have no authority to bind County in any respect whatsoever.

7.1.7. County shall not act or attempt to act, or represent itself directly or by implication as an agent of non-County Parties, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of non-County Parties.

7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly or by implication as an agent of County, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of County.

7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to cover the liabilities arising out of this Agreement.

7.3. **Notices.**

7.3.1. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid, and addressed as follows, or to such other place as each Party may designate by subsequent written notice to each other:

County Parties:

Sheriff
Imperial County Sheriff's Office
PO Box 1040
El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

District Attorney
Imperial County District Attorney's Office
940 West Main Street, Suite 102
El Centro, CA 92243

Non-County Parties:

California Highway Patrol
Fiscal Management Section
PO Box 942898
Sacramento, CA 94298-2898

Interim City Manager
Blythe Police Department
235 N. Broadway
Blythe, CA 92225

Imperial County Narcotics Task Force
2417 La Brucherie Road, Suite C
Imperial, CA 92251

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

Chief of Police
Calexico Police Department
420 East Fifth Street
Calexico, CA 92231

Chief of Police
El Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

Chief of Police
Imperial Police Department
420 South Imperial Avenue
Imperial, CA 92251

Chief of Police
Calipatria Police Department
125 N. Park Ave.
Calipatria, CA 92233

Riverside County Sheriff
1500 Castellano Rd.
Riverside, CA 92509

San Bernardino County Sheriff
655 East Third Street
San Bernardino, CA 92415

Chief of Police
Westmorland Police Department
355 South Center
Westmorland, CA 92281

7.3.2. A notice shall be effective:

(a) On the date of personal delivery if personally delivered before five o'clock (5:00) p.m. on a business day; or

(b) On the first (1st) business day following personal delivery that did not occur before five o'clock (5:00) p.m. on a business day; or

(c) Two (2) business days following the date the notice is postmarked for mail delivery; or

(d) On the first (1st) business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery; or

(e) When otherwise actually received.

7.4. **Amendment.** This Agreement may be modified or amended only by a written document signed by all Parties, and no verbal understanding or agreement shall be binding on the Parties.

7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations hereunder without the prior written consent of the other Parties.

7.6. **Entire Agreement.**

7.6.1. This Agreement constitutes the complete and exclusive statement of agreement between County and non-County Parties with respect to the subject matter hereto.

7.6.2. All prior written and verbal understandings are superseded in total by this Agreement.

7.7. **Construction.**

7.7.1. This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California.

7.7.2. The headings and captions used in this Agreement are for convenience and ease of reference only, and shall not be used to construe, interpret, expand or limit the terms of the Agreement and shall not be construed against any one (1) Party.

7.8. **Waiver.**

7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to be performed by County or non-County Parties shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

7.8.2. The failure of any Party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

7.8.3. The acceptance by County or non-County Parties of either performance or payment shall not be considered a waiver of any other Party's preceding breach of this Agreement.

7.9. **Authority to Enter Into Agreement.**

7.9.1. County and non-County Parties have all requisite power and authority to conduct their respective business and to execute, deliver and perform the Agreement.

7.9.2. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective Party.

7.10. **Cooperation.** County and non-County Parties will cooperate in good faith to implement this Agreement.

7.11. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument.

7.12. **Severability.**

7.12.1. This Agreement is subject to all applicable laws and regulations.

7.12.2. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the Parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void.

7.12.3. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any Party is lost, then the Agreement may be terminated at the option of the affected Party, with the notice as required in this Agreement.

7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

7.13. **Legislative Changes.** If any changes are made to laws or regulations under which this Agreement is made, or to any successor legislation or regulations, or if DHS passed through CalOES imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then:

7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall apply to the Parties and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such change(s) except to the extent that such change(s) alter(s) a material provision of this Agreement, in which case, such material provision shall be voidable, and the Parties will negotiate in good faith to amend the Agreement as necessary; and

7.13.2. To the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the rights or obligations of County and non-County Parties under this Agreement, unless Parties mutually agree to subject themselves to such change(s).

7.14. **Representation.**

7.14.1. County's Sheriff's Office, District Attorney's Office, and Department of Probation shall be represented by their respective OPSG Coordinators, or their designees, in all discussions pertaining to this Agreement.

7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators, or their designees, in all discussions pertaining to this Agreement.

7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute concerning services and payment arising from this Agreement, Parties' OPSG Coordinators, or their respective designees, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

7.16. **Termination of Funding.**

7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is terminated by DHS passed through CalOES, this Agreement, in its entirety, shall be considered null and void, and Parties shall no longer be required to provide OPSG activities as described herein.

7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually develop and implement, within a reasonable period, a transition plan for the provision of OPSG activities through alternate means.

7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

8. <u>SPECIAL PROVISIONS</u>.

8.1. **Lobbying and Political Activities.**

8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an

agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, each Party independently certifies that:

(a) No federal appropriated funds have been paid for or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation,

or policy without the express written approval from Cal OES or the federal awarding agency.

8.2. **Debarment and Suspension.**

8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Each Party independently certifies that it and its principal, subgrantees, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement is unable to certify to any of these statements in the certification listed in Paragraph 8.2.1, such Party shall provide a written explanation to County.

9. **CALIFORNIA LAW.**

This Agreement is executed and delivered within the State of California and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COUNTY OF IMPERIAL
SHERIFF'S OFFICE

By:_____
Federico Miramontes
Sheriff

COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION

By:_____
Daniel Prince
Chief Probation Officer

COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE

By:_____
George Marquez
District Attorney

IMPERIAL COUNTY NARCOTICS
TASK FORCE

By:_____
George Marquez
Imperial County District Attorney

CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
EL CENTRO OFFICE,
WINTERHAVEN OFFICE

By:_____
Anthony Coronado
Border Division Chief

SAN BERNARDINO COUNTY
SHERIFF'S DEPARTMENT

By:_____
Shannon D. Dicus
San Bernardino County Sheriff-Coroner

CITY OF BRAWLEY
POLICE DEPARTMENT

By:_____
Jimmy Duran Chief

CITY OF CALEXICO
POLICE DEPARTMENT

By:_____
Armando Orozco Chief

CITY OF EL CENTRO
POLICE DEPARTMENT

By:_____
Robert Sawyer
Chief

CITY OF IMPERIAL
POLICE DEPARTMENT

By:_____
Aaron Reel
Chief

CITY OF BLYTHE
POLICE DEPARTMENT

By: _____
Mallory Crecelius
Interim City Manager

CITY OF CALIPATRIA
POLICE DEPARTMENT

By: _____
Cheryl Fowler
Chief

CITY OF WESTMORLAND
POLICE DEPARTMENT

By: _____
Lynn A. Mara
Chief

COUNTY OF RIVERSIDE
SHERIFF'S OFFICE

By: _____
Chad Bianco
Sheriff/Coroner

APPROVED AS TO FORM:

Eric Havens
County Counsel

By: _____
Mistelle Abdelmagied
Assistant County Counsel

APPROVED AS TO FORM:

Minh C. Tran
County Counsel – County of Riverside

By: _____
Amrit P. Dhillon
Deputy County Counsel

Exhibit A:

U.S. Department of Homeland Security
U.S. Customs and Border Protection
Operations Order Report

EXHIBIT "A" CONTAINS "INFORMATION THAT IS FOR OFFICIAL USE ONLY" THAT IS EXEMPT FROM PUBLIC RELEASE UNDER BOTH FEDERAL AND STATE LAW.

YOU MUST DELETE EXHIBIT "A" IN ITS ENTIRETY FROM THE AGREEMENT PRIOR TO RELEASING THE AGREEMENT ON ANY GOVERNMENT AGENCY WEBSITE THAT IS ACCESSIBLE TO THE GENERAL PUBLIC OR ON ANY OTHER PUBLIC FORUM, SUCH AS GRANICUS.

FEDERAL LAW RESTRICTIONS

(U) Warning: The information contained herein remains under the control of the Department of Homeland Security (OHS), through U.S. Customs and Border Protection (CBP). It is being disseminated for authorized law enforcement purposes only.

(U) This document contains information that is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. § 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public, the media, or other personnel who do not have a valid need-to-know without prior approval of an authorized CBP official.

(U) Privacy Act 5 U.S.C. § 552a(b) "No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains [subject to 12 exceptions]." Operational Orders and Operation Stonegarden (OPSG) Operational documents contain shared intelligence, information, targeted enforcement information, Personally Identifiable Information (PII) of USBP and partner State, Local, and Tribal law enforcement entities. PII should not be released as it places public safety officials in danger from illicit actors and shared intelligence and information should not be disclosed without notice and permission from the contributing law enforcement agencies."

STATE LAW RESTRICTIONS

Exhibit "A" is exempt from disclosure under the California Public Records Act pursuant to California Government Code section 7920.000 *et seq.*

Agenda Item No. B-5

DATE SUBMITTED	7/10/25	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	PUBLIC SERVICES	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	7/16/25	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Award Labor Compliance Contract RFP 2025-13 in the amount of $13,200 to Labor Compliance Consultants of Southern California, LLC, for the Manhole and Lift Station Rehabilitation and New Manhole Installation Project

DEPARTMENT INVOLVED: PUBLIC SERVICES

BACKGROUND/SUMMARY:

In June 2025 a competitive RFP process was conducted by the Public Services Department. Staff released RFP 2025-13 for labor compliance services for the Manhole and Lift Station Rehabilitation and New Manhole Installation project. On July 10, 2025 we received one (1) proposal.

- Labor Compliance Consultants of Southern California, LLC., in the amount of $13,200

After careful review of submitted proposal, staff is requesting City Council award the contract to Labor Compliance Consultants of Southern California, LLC.

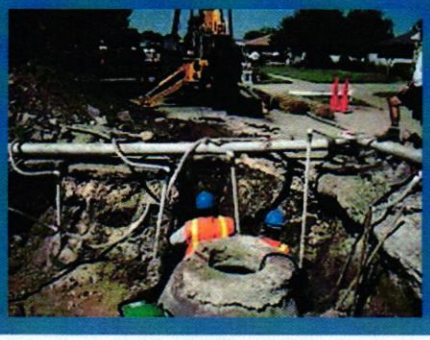
FISCAL IMPACT: $13,200 Account: 54-832-5210 (CIP)	FINANCE INITIALS VMS
STAFF RECOMMENDATION: It is the department's recommendation to award the labor compliance contract to Labor Compliance Consultants of Southern California, LLC.	DEPT. INITIALS
MANAGER'S RECOMMENDATION: approve	CITY MANAGER's INITIALS

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:



Copy

Additional Labor Compliance Consulting Services For

City of Imperial 2025-13 Manhole & Lift Station Rehabilitation and New Manhole Installation

June 26, 2025

Prepared by: Crystal Ransdell

Labor Compliance Consultants Of Southern California LLC
P O Box 15937
San Diego, CA 92175
760-791-6914

Requested by:

City of Imperial
Public Services Department
Jenell Guerrero
420 S. Imperial Avenue
Imperial, CA 92251

I. EXECUTIVE SUMMARY

History of Firm & Summary of Qualifications

Labor Compliance Consultants of Southern California (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in the office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico, and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

PRIMARY CONTACT

Ms. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 15937
San Diego, CA 92175
(760) 791-6914
cransdell@lccsc.net

ORGANIZATIONAL CHART

Ms. Crystal Ransdell, CFO
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist

Ms. Launa Zanella
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist

Tiffany Dessureau
Labor Compliance Officer
CPR / DIR / DBRA

PROJECT TEAM HIGHLIGHTS:

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC's labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California and Western Arizona.

LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

II. PROJECT APPROACH & SCOPE OF WORK

LCCSC shall be responsible for assisting **the City of Imperial** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all applicable State and Federal Laws. Ms. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

The project consists of the Labor Compliance Monitoring for

Manhole and Lift Station Rehabilitation and New Manhole Installation, approximately 150 working days, with an estimated construction cost of $1,246,000.

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Ms. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

The estimated construction time is one hundred-fifty (150) calendar days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of eleven (11) months. One (1) month prior to construction, seven and one-half (7.5) months of construction and two and one half (2.5) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.

Labor Standards Compliance Services will include the following:

A. Wage Decisions Monitoring

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **the City of Imperial** of any modifications made to worker wage decisions.

B. Contractor Eligibility, Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.

2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.

3. LCCSC shall make available to the contractors and subcontractors the required forms, documentation, and contract language requirements.

C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews**: LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to **the City of Imperial** and the Prime Contractor promptly.

2. **Review of Employee Reviews**: **LCCSC** will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.

3. **Request for Information**: LCCSC shall inform **City of Imperial** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **City of Imperial,** the Prime Contractor, and all subcontractors.

4. **Progress Payment Review Assistance**: LCCSC shall assist **City of Imperial** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **the City of Imperial** and Prime Contractor informing them of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **City of Imperial** department so they may withhold progress payment as needed.

D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **the City of Imperial** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.

2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **City of Imperial** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to underpaid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

E. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.

2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **City of Imperial** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **The City of Imperial** shall keep, and store for 5 years as required by law.

3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **City of Imperial** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

F. Reports

1. LCCSC shall prepare and submit all monthly, semi-annual, and final reports, so that the **City of Imperial** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

FEE SCHEDULE FOR SERVICES

Our 2025 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **City of Imperial** prior to implementation on this project.

VI. FEE SCHEDULE

I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined within the contents of this proposal. In the event completion of the project extends beyond one hundred fifty (150) working days, additional services will be billed at the hourly rate per the schedule attached.

II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately July 2025 and the construction is scheduled for one hundred fifty (150) working days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **City of Imperial** with the Labor Standards Compliance Services requirements with a not to exceed the amount of **$13,200.00**

LCCSC's services shall be invoiced in eleven (11) monthly installments of $1200.00 at the end of each month beginning with the notice to proceed.

Not to Exceed Costs: $13,200.00

In the event the construction time exceeds the one hundred fifty (150) days or delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions causing the labor compliance monitoring to exceed the estimated eleven (11) months of monitoring, the monthly rate will adjust to hourly and the **"not to exceed" amount will no longer apply.**

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES

Effective January 1, 2025, through December 31, 2025

Labor Standards Services	
Senior Labor Compliance Officer	$90.00/hour
Bilingual Interviewer	$75.00/hour

Prepared by:

Crystal Ransdell

June 26, 2025

Crystal A. Ransdell
Labor Compliance Consultants of Southern California
P.O. Box 15937
San Diego, CA 92175

LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA

PROFESSIONAL REFERENCES

Antonio Alvarez Nicklaus Engineering 804 State Street El Centro, CA 92243 (760) 425-0841	Cesia Bautista Imperial County Public Works Department 155 S. 11th Street El Centro, CA 92243 (442) 265-1857
Abraham Campos City of El Centro 1275 W. Main Street El Centro, CA 92243 (760) 337-9031	The Holt Group, Inc. Mr. Jack Holt, P.E. CFO 1601 N. Imperial Avenue El Centro, CA 92243 (760) 337-3883
Carlos Beltran Dynamic Consulting Engineers, Inc 2415 Imperial Business Park Dr., Ste B Imperial, CA 92251	City of Imperial Mr. Jesus Villegas, Project Manager 420 South Imperial Avenue Imperial, CA 92251

Crystal Ransdell

P.O. Box 2660
El Centro, CA 92244
cransdell@lccsc.net

Objective

Provide labor compliance consulting and contractor monitoring service to clients of LCCSC for various Public Works projects.

Skills

- **Over 12 years of HUD/CDBG and Section 3 Implementation/ monitoring experience**
- **Over 12 years of prevailing wage monitoring experience in the Construction Industry**
- **Knowledge of Davis Bacon and Related Acts and Wage Guidelines**
- **Knowledge of Department of Industrial Relations prevailing wage requirements**
- **Skilled in LCP Tracker application**
- **Excellent language and communication skills**

Education & Training

- **February 14, 2024, DIR and Davis Bacon and Related Acts certified payroll refresher course (ABC)**
- **July 12, 2023, Davis Bacon and DIR Prevailing Wage, Certified Payroll & Compliance refresher course (AGC)**
- **March 2, 2021, Completion of Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)**
- **September 25, 2019 – Completion of Department of Industrial Relations Awarding Agencies and Contractor Compliance by the Center for Contract Compliance and DIR**
- **August 15, 2019 – Completion of Prevailing Wage Seminar by the Department of Labor**
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- **January 13, 2015 – Completion of Section 3 Training by the San Diego Housing Commission**

- **August 15, 2012 – Completion of Course in Davis Bacon and Related Acts/Department of Industrial Relations Prevailing Wage Requirements for Public Works Project**

Experience

Senior Labor Compliance Consultant, LCCSC

- Provided Prevailing Wage Monitoring for seven large construction projects that totaled over $90,000,000 in subcontract activity
- Prevailing Wage Monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, ensuring payment of apprenticeship contributions, and Section 3 new hire compliance
- Provided prevailing wage training to contractors and awarding agencies

Tiffany Dessureau

LABOR COMPLIANCE SPECIALIST

EXPERIENCE

LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA

2019-Current

- Prevailing wage monitor responsibilities that include reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, and ensuring payment of apprenticeship contributions.
- Provided certified payroll submission and apprenticeship forms submission to independent contractors and subcontractors.
- Provided public works and prevailing wage training to contractors as needed.

ALL SEASONS BUSINESS AND TAX SERVICES

2022-Current

- Process payroll using Paychex
- Invoicing
- Prevailing wage monitor and certified payroll submissions to the DIR and LCP Tracker

DAVID I STEIN, CPA

2019-2022

- Administration work including scanning paper files to convert to online files, data entry and answering phones.
- Bookkeeping

TRAINING

- February 14, 2024 – State and Federal Prevailing Wage & Electronic Certified Payroll Seminar by Associated Builders and Contractors (ABC)
- July 12, 2023 – Davis Bacon and DIR Prevailing Wage, Certified Payroll & Compliance Training by Association of General Contractors (AGC)
- June 21, 2023 – Skilled & Trained Workforce Webinar by Public Works Compliance Advisors
- October 12, 2021 – Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)
- February 23, 2021 – Davis Bacon Compliance Seminar by Associated Builders and Contractors (ABC)

CONTACT

tdessureau@lccsc.net
(619) 206-3691
San Diego, CA

EDUCATION

2023-Current San Diego State University – Management

2019-2023 Grossmont College – AA Business Administration General

SKILLS

- Proficient in monitoring sites such as the DIR and LCP Tracker
- Proficient in Microsoft Word and Excell
- Proficient in Adobe Acrobat
- Oral and written communication
- Organization skills
- Attention to detail
- Problem-Solving
- Teamwork

Launa Zanella

San Diego, CA
619-507-9225
lzanella@lccsc.net

Role

Labor Compliance Consultant - Provide labor compliance consulting and contractor monitoring service for Public Works projects

Skills

- Certified payroll and prevailing wage monitoring experience in the Construction Industry
- Knowledge of Davis Bacon and Related Acts and Wage Guidelines
- Knowledge of Department of Industrial Relations prevailing wage requirements
- Proficient in Microsoft Word and Excel
- Bilingual
- Excellent language and communication skills

Education and Training

- San Diego City College, Accounting
- SHRM - Human Resources Training
- March 2, 2021 Completion of Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)
- February 23, 2021 Completion of Davis Bacon Compliance Seminar by Associated Builders and Contractors

Experience

Labor Compliance Consultant, LCCSC

- Provided Prevailing Wage Monitoring to prime contractors
- Prevailing Wage Monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, and ensuring payment of apprenticeship contributions,

Martha Horowitz

San Diego, CA
203-621-8674
mhorowitz@lccsc.net

Role

Labor Compliance Specialist - Provide labor compliance monitoring and contractor submissions for Public Works projects

Skills

- Knowledge of prevailing wage monitoring experience in the Construction Industry
- Knowledge of Davis Bacon and Related Acts and Wage Guidelines
- Knowledge of Department of Industrial Relations prevailing wage requirements
- Skilled in LCP Tracker application
- Excellent language and communication skills

Education and Training

- May 2025 – Public Works Project Seminar -Center for Contract Compliance
- February 2025 – Prevailing Wage, Certified Payroll & Compliance fundamentals Training
- Rhode Island College - Bachelor of Arts, Accounting May 2024

Experience

Labor Compliance Consultant, LCCSC

- Provided prevailing wage monitoring to prime contractors
- Prevailing wage monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, and ensuring payment of apprenticeship contributions
- Provided certified payroll submission and apprenticeship forms submission to independent contractors and subcontractors
- Provided public works and prevailing wage training to contractors as needed

Agenda Item No. B-6

DATE SUBMITTED	7/10/25	COUNCIL ACTION	(X)
		PUBLIC HEARING REQUIRED	( )
SUBMITTED BY	PUBLIC SERVICES	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
DATE ACTION REQUIRED	7/16/25	ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Award Labor Compliance Contract RFP 2025-14 in the amount of $10,800 to Labor Compliance Consultants of Southern California, LLC for the Aten Sewer Line Replacement Phase II Project.

DEPARTMENT INVOLVED: PUBLIC SERVICES

BACKGROUND/SUMMARY:

In June 2025 a competitive RFP process was conducted by the Public Services Department. Staff released RFP 2025-14 for labor compliance services for the Aten Sewer Line Replacement Phase II project. On July 10, 2025 we received one (1) proposal.

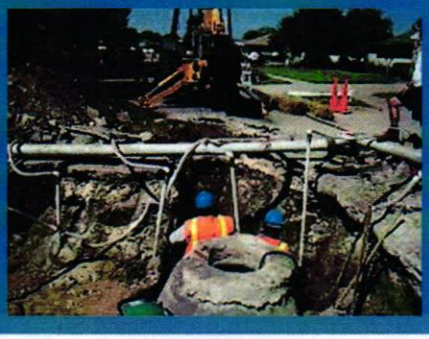
- Labor Compliance Consultants of Southern California, LLC., in the amount of $10,800

After careful review of submitted proposal, staff is requesting City Council award the contract to Labor Compliance Consultants of Southern California, LLC.

FISCAL IMPACT: $10,800 Account: 54-848-5210 (CIP)	FINANCE INITIALS VMS
STAFF RECOMMENDATION: It is the department's recommendation to award the labor compliance contract to Labor Compliance Consultants of Southern California, LLC.	DEPT. INITIALS JMG
MANAGER'S RECOMMENDATION: approve	CITY MANAGER's INITIALS DTM

MOTION:

SECONDED:	APPROVED	( )	REJECTED ( )
AYES:	DISAPPROVED	( )	DEFERRED ( )
NAYES:			
ABSENT:	REFERRED TO:		



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Labor Compliance
Consulting Services
For

City of Imperial
2025-14 Aten Road Sewer Line Replacement Project Phase II

June 26, 2025

Prepared by: Crystal Ransdell

Labor Compliance Consultants Of Southern California LLC
P O Box 15937
San Diego, CA 92175
760-791-6914

Requested by:

City of Imperial
Public Services Department
Jenell Guerrero
420 S. Imperial Avenue
Imperial, CA 92251

I. EXECUTIVE SUMMARY

HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

Labor Compliance Consultants of Southern California (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in the office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico, and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District has performed as Labor Compliance Monitor for the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

PRIMARY CONTACT

Ms. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 15937
San Diego, CA 92175
(760) 791-6914
cransdell@lccsc.net

ORGANIZATIONAL CHART

Ms. Crystal Ransdell, CFO
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist

Ms. Launa Zanella
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist

Tiffany Dessureau
Labor Compliance Officer
CPR / DIR / DBRA

PROJECT TEAM HIGHLIGHTS:

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC's labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California and Western Arizona.

LCCSC IS DBE CERTIFIED AND SWBE CERTIFIED FIRM ID 44834

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

II. PROJECT APPROACH & SCOPE OF WORK

LCCSC shall be responsible for assisting **the City of Imperial** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all applicable State and Federal Laws. Ms. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

The project consists of the Labor Compliance Monitoring for

Aten Road Sewer Line Replacement Project Phase II, approximately 110 working days, with an estimated construction cost of $2,108,000.

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Ms. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

The estimated construction time is one hundred ten (110) working days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of nine (9) months. One (1) month prior to construction, Five and one half (5.5) months of construction and two and one half (2.5) months following completion of the construction to obtain the final documentation from all contractors and subcontractors.

Labor Standards Compliance Services will include the following:

A. Wage Decisions Monitoring

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **the City of Imperial** of any modifications made to worker wage decisions.

B. Contractor Eligibility, Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall research all bidding General Contractors to ensure they are not debarred. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the Federal debarment lists.

2. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Labor information pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, and enforcement be conducted.

3. LCCSC shall make available to the contractors and subcontractors the required forms, documentation, and contract language requirements.

C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews**: LCCSC shall review certified payroll reports and ensure compliance with federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. LCCSC will review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to **the City of Imperial** and the Prime Contractor promptly.

2. **Review of Employee Reviews**: **LCCSC** will be responsible for conducting on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications to be compared against applicable payrolls for compliance with wage decisions.

3. **Request for Information**: LCCSC shall inform **City of Imperial** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **City of Imperial,** the Prime Contractor, and allsubcontractors.

4. **Progress Payment Review Assistance**: LCCSC shall assist **City of Imperial** and Prime Contractor to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **the City of Imperial** and Prime Contractor informing them of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform **City of Imperial** department so they may withhold progress payment as needed.

D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **the City of Imperial** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.

2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **City of Imperial** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to underpaid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

E. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.

2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **City of Imperial** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **The City of Imperial** shall keep, and store for 5 years as required by law.

3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **City of Imperial** or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

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1. LCCSC shall prepare and submit all monthly, semi-annual, and final reports, so that the **City of Imperial** has sufficient time for review prior to submitting them to the State of California Department of Housing and Community Development.

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Our 2025 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **City of Imperial** prior to implementation on this project.

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I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined within the contents of this proposal. In the event completion of the project extends beyond one hundred ten (110) days, additional services will be billed at the hourly rate per the schedule attached.

II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately July 2025 and the construction is scheduled for one hundred ten (110) construction days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **City of Imperial** with the Labor Standards Compliance Services requirements with a <u>not to exceed</u> the amount of **$10,800.**

LCCSC's services shall be invoiced in (9) monthly installments of $1200.00 at the end of each month beginning with the notice to proceed.

Not to Exceed Costs: $10,800

In the event the construction time exceeds the one hundred ten (110) working days or delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions causing the labor compliance monitoring to exceed the estimated nine (9) months of monitoring, the monthly rate will adjust to hourly and the **"not to exceed" amount will no longer apply.**

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE FOR ADDITIONAL SERVICES

Effective January 1, 2025, through December 31, 2025

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Senior Labor Compliance Officer	$90.00/hour
Bilingual Interviewer	$75.00/hour

Prepared by:

June 26, 2025

Crystal A. Ransdell
Labor Compliance Consultants of Southern California
P.O. Box 15937
San Diego, CA 92175

Crystal Ransdell

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Tiffany Dessureau

LABOR COMPLIANCE SPECIALIST

EXPERIENCE

LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA

2019-Current

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2022-Current

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DAVID I STEIN, CPA

2019-2022

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- Bookkeeping

TRAINING

- February 14, 2024 – State and Federal Prevailing Wage & Electronic Certified Payroll Seminar by Associated Builders and Contractors (ABC)
- July 12, 2023 – Davis Bacon and DIR Prevailing Wage, Certified Payroll & Compliance Training by Association of General Contractors (AGC)
- June 21, 2023 – Skilled & Trained Workforce Webinar by Public Works Compliance Advisors
- October 12, 2021 – Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)
- February 23, 2021 – Davis Bacon Compliance Seminar by Associated Builders and Contractors (ABC)

CONTACT

tdessureau@lccsc.net
(619) 206-3691
San Diego, CA

EDUCATION

2023-Current San Diego State University – Management

2019-2023 Grossmont College – AA Business Administration General

SKILLS

- Proficient in monitoring sites such as the DIR and LCP Tracker
- Proficient in Microsoft Word and Excell
- Proficient in Adobe Acrobat
- Oral and written communication
- Organization skills
- Attention to detail
- Problem-Solving
- Teamwork

Launa Zanella

San Diego, CA
619-507-9225
lzanella@lccsc.net

Role

Labor Compliance Consultant - Provide labor compliance consulting and contractor monitoring service for Public Works projects

Skills

- Certified payroll and prevailing wage monitoring experience in the Construction Industry
- Knowledge of Davis Bacon and Related Acts and Wage Guidelines
- Knowledge of Department of Industrial Relations prevailing wage requirements
- Proficient in Microsoft Word and Excel
- Bilingual
- Excellent language and communication skills

Education and Training

- San Diego City College, Accounting
- SHRM - Human Resources Training
- March 2, 2021 Completion of Labor Compliance for Public Works refresher course training by Association of General Contractors (AGC)
- February 23, 2021 Completion of Davis Bacon Compliance Seminar by Associated Builders and Contractors

Experience

Labor Compliance Consultant, LCCSC

- Provided Prevailing Wage Monitoring to prime contractors
- Prevailing Wage Monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, and ensuring payment of apprenticeship contributions,

Martha Horowitz

San Diego, CA
203-621-8674
mhorowitz@lccsc.net

Role

Labor Compliance Specialist - Provide labor compliance monitoring and contractor submissions for Public Works projects

Skills

- Knowledge of prevailing wage monitoring experience in the Construction Industry
- Knowledge of Davis Bacon and Related Acts and Wage Guidelines
- Knowledge of Department of Industrial Relations prevailing wage requirements
- Skilled in LCP Tracker application
- Excellent language and communication skills

Education and Training

- May 2025 – Public Works Project Seminar -Center for Contract Compliance
- February 2025 – Prevailing Wage, Certified Payroll & Compliance fundamentals Training
- Rhode Island College - Bachelor of Arts, Accounting May 2024

Experience

Labor Compliance Consultant, LCCSC

- Provided prevailing wage monitoring to prime contractors
- Prevailing wage monitor responsibilities included: reviewing certified payroll reports and ensuring proper payment of wages, tracking use of apprentices, and ensuring payment of apprenticeship contributions
- Provided certified payroll submission and apprenticeship forms submission to independent contractors and subcontractors
- Provided public works and prevailing wage training to contractors as needed

LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA

PROFESSIONAL REFERENCES

Antonio Alvarez Nicklaus Engineering 804 State Street El Centro, CA 92243 (760) 425-0841	Cesia Bautista Imperial County Public Works Department 155 S. 11th Street El Centro, CA 92243 (442) 265-1857
Abraham Campos City of El Centro 1275 W. Main Street El Centro, CA 92243 (760) 337-9031	The Holt Group, Inc. Mr. Jack Holt, P.E. CFO 1601 N. Imperial Avenue El Centro, CA 92243 (760) 337-3883
Carlos Beltran Dynamic Consulting Engineers, Inc 2415 Imperial Business Park Dr., Ste B Imperial, CA 92251	City of Imperial Mr. Jesus Villegas, Project Manager 420 South Imperial Avenue Imperial, CA 92251

LABOR COMPLIANCE CONSULTANTS OF SOUTHERN CALIFORNIA

PROFESSIONAL REFERENCES

Antonio Alvarez Nicklaus Engineering 804 State Street El Centro, CA 92243 (760) 425-0841	Cesia Bautista Imperial County Public Works Department 155 S. 11th Street El Centro, CA 92243 (442) 265-1857
Abraham Campos City of El Centro 1275 W. Main Street El Centro, CA 92243 (760) 337-9031	The Holt Group, Inc. Mr. Jack Holt, P.E. CFO 1601 N. Imperial Avenue El Centro, CA 92243 (760) 337-3883
Carlos Beltran Dynamic Consulting Engineers, Inc 2415 Imperial Business Park Dr., Ste B Imperial, CA 92251	City of Imperial Mr. Jesus Villegas, Project Manager 420 South Imperial Avenue Imperial, CA 92251

Agenda Item No. C-1

DATE SUBMITTED		COUNCIL ACTION	(X)
SUBMITTED BY	PUBLIC SERVICES	PUBLIC HEARING REQUIRED	( )
DATE ACTION REQUIRED	7/16/25	RESOLUTION	( )
		ORDINANCE 1ST READING	( )
		ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

1. Consideration to Purchase Street Sweeper for In-House Street Sweeping Services

DEPARTMENT INVOLVED: Public Services

BACKGROUND/SUMMARY:

City staff solicited proposals for a new diesel power street sweeper with a stainless steel hopper. Efforts were made to make a fair comparison. The sweeper would be procured through the Sourcewell Program that is available to government agencies to ensure the best purchase prices available. The city received two proposals:

Haaker Elgin RegenX Sweeper: $405,454.63 Six year lease ann. percentage rate: 6.50% Estimated annual Payment: $85,819.76
Tymco Model 600 Sweeper: $402,489.35 Six year lease ann. percentage rate: 4.60% Estimated annual Payment: $74,843.16

Both sweepers meet the City's operational requirements and are comparable in performance and maintenance support. While the Haaker/Elgin RegenX proposal offers a quality product, the Tymco Model 600 Sweeper provides a slightly lower purchase price and more favorable financing terms. Over the course of the lease period, the lower interest rate offered by Tymco will result in noticeable cost savings. Transitioning street sweeping services in-house provides the City with greater control over scheduling, quality, and response to community needs. Internal analysis indicates that, even with equipment and staffing costs, in-house operations would be cost competitive with current and projected contract service rates, particularly over the long term.

If the city determines that financing through a six-year lease is the appropriate action, the Tymco Model 600 Sweeper is recommended due to the lower financing costs. There is a 10-12 month lead time after the sweeper is ordered.

ALTERNATIVES:
Lease-to-own vs. outright purchase.
Approve purchase of the Haaker Elgin RegenX Sweeper.
Maintain current contracted street sweeping services.
Direct staff to conduct further evaluation or request new equipment proposals.

FISCAL IMPACT:

$74,843.16 is the estimated annual lease payment for six years (the final annual interest rate is dependent on current rates and will be known at the time of purchase). At the end of the lease, the street sweeper will be owned by the city. There are no lease document fees and no prepayment penalties with the Tymco option. The average annual estimate for the six years on normal replacement parts for $8,937.00. The annual estimate for labor to replace said parts is $10,000. The annual estimate for diesel fuel is $7,000. The city's estimated average annual cost is $100,000 per year for the next six years, not including the city's cost for the labor to operate the sweeper. The current annual cost for street sweeping services from an outside contractor is currently $178,000 and is expected to increase each year for the next six years.

FINANCE INITIALS: VMS

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the purchase of a street sweeper and transition street sweeping services from contracted to in-house operations. Staff further recommends selecting the Tymco Model 600 Sweeper based on cost-effectiveness and favorable financing terms. The lead time is approximately 10-12 months, which coincides with the expiration of the current sweeping contract.

DEPT. INITIALS: DD

MANAGER'S RECOMMENDATION: Approve based upon staff recommendation for 6 yr lease

CITY MANAGER's INITIALS: [illegible]

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

July 16, 2025

Dear Honorable Councilmembers:

Requested Action:

Consideration to Purchase Street Sweeper for In-House Street Sweeping Services

Background:

City staff solicited proposals for a new diesel power street sweeper with a stainless steel hopper. Efforts were made to make a fair comparison. The sweeper would be procured through the Sourcewell Program, which is available to government agencies to ensure the best purchase prices available. The city received two proposals:

Haaker Elgin RegenX Sweeper:
$405,454.63 Six-year lease ann. percentage rate: 6.50% Estimated annual Payment: $85,819.76

Tymco Model 600 Sweeper:
$402,489.35 Six-year lease ann. percentage rate: 4.60% Estimated annual Payment: $74,843.16

Both sweepers meet the City's operational requirements and are comparable in performance and maintenance support. While the Haaker/Elgin RegenX proposal offers a quality product, the Tymco Model 600 Sweeper provides a slightly lower purchase price and more favorable financing terms. Over the course of the lease period, the lower interest rate offered by Tymco will result in noticeable cost savings. Transitioning street sweeping services in-house provides the city with greater control over scheduling, quality, and response to community needs. Internal analysis indicates that, even with equipment and staffing costs, in-house operations would be cost-competitive with current and projected contract service rates, particularly over the long term.

If the city determines that financing through a six-year lease is the appropriate action, the Tymco Model 600 Sweeper is recommended due to the lower financing costs. There is a 10-12 month lead time after the sweeper is ordered.

ALTERNATIVES:
Lease-to-own vs. outright purchase.
Approve purchase of the Haaker Elgin RegenX Sweeper.

Maintain current contracted street sweeping services.
Direct staff to conduct further evaluation or request new equipment proposals.

Fiscal Impact:

$74,843.16 is the estimated annual lease payment for six years (the final annual interest rate is dependent on current rates and will be known at the time of purchase). At the end of the lease, the street sweeper will be owned by the city. There are no lease document fees and no prepayment penalties with the Tymco option. The average annual estimate for the six years is for normal replacement parts of $8,937.00. The annual estimate for labor to replace said parts is $10,000. The annual estimate for diesel fuel is $7,000. The city's estimated average annual cost is $100,000 per year for the next six years, not including the city's cost for the labor to operate the sweeper. The current annual cost for street sweeping services from an outside contractor is $178,000 and is expected to increase each year for the next six years.

Staff Recommendation:

Staff recommends that the City Council authorize the purchase of a street sweeper and transition street sweeping services from contracted to in-house operations. Staff further recommends selecting the Tymco Model 600 Sweeper based on cost-effectiveness and favorable financing terms. The lead time is approximately 10-12 months, which coincides with the expiration of the current sweeping contract.

Attachments:

- Tymco Sourcewell Quote
- Haaker Equipment Quote
- Tymco Cost of Operation Estimate
- Tymco Municipal Lease Information
- Tymco General Specifications
- Tymco Regenerative Air System Description
- Haaker RegenX Brochure
- Tymco 600 Brochure
- Tymco water consumption table
- 2023 Cummins 6.7 liter and Deer 4.5 liter Diesel CARB certification
- Tymco Warranty Information

Sourcewell Quote Form v2.0A - Sourcewell Contract #111522-TYM
Feb. 2, 2023 - Feb. 3, 2027

Customer / Sourcewell Member: City of Imperial, CA
Sourcewell Member #: 105069
Quote Date: 6/4/2025
Quote Validity: 30 Days
Quoted By: Kaye Morgan
TYMCO Dealer: Mar-Co Equipment
TYMCO Dealer Contact: Neil Feinberg

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

****PRICING NOTE****

Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, tariffs, and raw material surcharges may be added should they apply.

MODEL 600® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore ® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / **Amber Beacon Light - LED:** SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranted for 2 Years / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear Mounted LED Floodlights (2)

Rear View Camera System: 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600000	1	Model 600® Sweeper with Standard Equipment (Base Price)	$196,443.00	$186,620.00
1	AUXILIARY ENGINE | HYDRAULIC OPTIONS:			
600053	1	Auxiliary Hydraulic System	$1,232.00	$1,170.00
Unpublished	1	Hydraulic Oil Level Shutdown System	$422.00	$400.00
2	GUTTER BROOM OPTIONS:			
600081	1	Gutter Broom Drop Down: Right	$900.00	$855.00
600081	1	Gutter Broom Drop Down: Left	$900.00	$855.00
600022	1	Gutter Broom Tilt Adjuster: Right	$900.00	$855.00
600022	1	Gutter Broom Tilt Adjuster: Left	$900.00	$855.00
600070	1	Gutter Broom Variable Speed: Right and Left	$853.00	$810.00
3	DUST CONTROL SYSTEM OPTIONS:			
600004	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	$2,227.00	$2,115.00
600021	1	Extra Water Capacity - 330 Gallons: COMDEX®	$5,022.00	$4,770.00
Unpublished	1	Front Bumper Spray Bar	$632.00	$600.00
Unpublished	1	Hydrant Wrench	$53.00	$50.00
600077	1	Low Emissions Package *South Coast AQMD Rule 1186 Compliant	$1,706.00	$1,620.00
4	HOPPER OPTIONS:			
600036	1	Abrasion Protection Package	$1,090.00	$1,035.00
600084	1	Dump Switch in Cab	$237.00	$225.00
Unpublished	1	Hopper Suction Inlet Wear Flange with Liner	$1,579.00	$1,500.00
600043	1	Sweeper Deluge System	$1,137.00	$1,080.00
5	PICK-UP HEAD OPTIONS:			
601000	1	Broom Assist Pick-Up Head (Exchange)	$5,543.00	$5,265.00

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600075	1	Linear Actuator w/Gauge - Pressure Bleeder	$522.00	$495.00
600063	1	Pick-Up Head Curtain Lifter	$1,706.00	$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	$1,895.00	$1,800.00
Unpublished	1	Removable Front Curtain Set	$264.00	$250.00
Unpublished	1	Skid Bumper Extension Set (3")	$264.00	$250.00
6	AUXILIARY HAND HOSE OPTIONS:			
7	STAINLESS STEEL OPTIONS:			
600091	1	Stainless Steel Hopper (Exchange)	$24,348.00	$23,130.00
Unpublished	1	Stainless Steel Hopper Screen Upgrade: Stainless Steel Standard Screen (Split)	$843.00	$800.00
8	AIRPORT OPTIONS:			
9	SWEEPER ADDITIONAL OPTIONS:			
600008-B	1	Camera System - Standard Rear Camera and One Additional Camera	$1,137.00	$1,080.00
	Location:	*Pick-Up Head - Full Width*		
Unpublished	1	Sweeper Paint: TYMCO Standard White	$0.00	$0.00
10	UNPUBLISHED | SPECIAL SWEEPER OPTIONS:			
Unpublished	1	Auto Sweep Assist (ASA)	$2,632.00	$2,500.00
Unpublished	1	Surcharge - Base Sweeper Unit	$5,275.00	$5,010.00
Section / Type	**Qty**	**Model 600® Cab/Chassis Equipment**	**Sourcewell Price**	**Sourcewell Ext**
11	CAB | CHASSIS:			
600709	1	2025 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA *For Use in CARB 2 & EPA States Only	$117,175.00	$117,175.00
Unpublished	1	DEDUCT: 2024 Freightliner M2-106 Legacy, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) CARB *For Use in CARB 1, CARB 2 & EPA States	-$8,500.00	-$8,500.00
12	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	Air Horn (Dual)	$500.00	$500.00
Unpublished	1	Battery Disconnect Switch	$450.00	$450.00
Unpublished	1	Fire Extinguisher	$100.00	$100.00
Unpublished	1	Hazard Reflectors	$100.00	$100.00
Unpublished	1	LED Alternating Warning Light Set: Front Grille	$450.00	$450.00
Unpublished	1	LED Amber Light Bar: Cab Mounted	$1,800.00	$1,800.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	$800.00	$800.00
Unpublished	1	Slow Moving Vehicle Emblem	$100.00	$100.00
Unpublished	1	Truck Paint: Standard Factory White	$0.00	$0.00
13	UNPUBLISHED | SPECIAL CHASSIS OPTIONS:			
Unpublished	1	LED Alternating Warning Lights - Mid-Ship	$450.00	$450.00
14	DEALER UNPUBLISHED OPTIONS:			
15	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	$12,500.00	$12,500.00
	1	CA Sales Tax (7.75%)	$28,949.35	$28,949.35

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price:	$402,489.35
FOB:	Imperial, CA
Delivery ARO:	210-270 Days - See NOTE Below

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)

**Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

Notes		
	1.	Note: Delivery Subject to Truck Availability
	2.	PRICING NOTE: Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, tariffs, and raw material surcharges may be added should they apply.

Municipal Lease / Purchase Quote

Quote Date June 4th, 2025

Dealer Information

Dealer No.:	750200	Phone No.:	909-594-9493
Name:	MARCO Equipment	Fax No.:	909-594-7436
Address:	130 Atlantic St.	State:	CA
City:	Pomona	Zip Code:	91768
Contact:	Neil Feinberg		

Lessee Information

Name:	City of Imperial	Phone No.:	760-355-4371
Address:	420 South Imperial Ave.	Fax No.:	
City:	Imperial	State:	CA
Contact:		Zip Code:	92251
Title:			
Email:			

Equipment Information

Quantity: 1
Model: 600BAH Stainless Steel
Chassis: 2024 Freightliner M2-106
Sourcewell Contract #111522-TYM pricing

Lease / Purchase Information

Purchase Price:	$ 373,540.00
State Sales Tax % (if any):	7.75% (State sales tax not included unless shown)
Total Amount:	$ 402,489.35
Down Payment:	$ -
Amount Financed:	$ 402,489.35

	4 Year	5 Year	6 Year
Amount Financed:	$ 402,489.35	$ 402,489.35	$ 402,489.35
Annual Percentage Rate:	4.40%	4.50%	4.60%
Number of Annual Payments:	4	5	6
Advance Payment:	$ 107,211.66	$ 87,735.61	$ 74,843.16
Annual Payment:	$ 107,211.66	$ 87,735.61	$ 74,843.16
Total Finance Charge:	$ 26,357.29	$ 36,188.70	$ 46,569.61
Total Payments:	$ 428,846.64	$ 438,678.05	$ 449,058.96

This quote is provided as a budgetary proposal. Actual financing is based on approved credit and acceptance of TYMCO's lease/purchase documents. Rates are subject to change. First payment is due on delivery of the sweeper and annually thereafter. No lease document fees and no prepayment penalties. This quote is nonbinding until the lease is signed by both parties.

Quote valid for 30 days from the quote date listed above.

HAAKER EQUIPMENT

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

SOURCEWELL QUOTE
MAY 14, 2025

TO: CITY OF IMPERIAL
420 S. IMPERIAL AVENUE
IMPERIAL, CA 92251

ATTN: MR. DAVID DALE, PE, PLS
(760) 355-3336
EMAIL: ddale@imperial.ca.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 # 093021-ELG.*

ONE (1) NEW ELGIN REGENX SWEEPER

TIER 4F EMISSIONS, JOHN DEERE 4045 TURBOCHARGED DIESEL ENGINE, 8 CU. YARD TILTING HOPPER W/ 50 DEGREE DUMP ANGLE, RIGHT AND LEFT SIDE BROOMS, SWEEPER POWDER COATED FROM POWDER COATINGS CHART 2003/N WITH POWDER COATED GRAY UNDERCARRIAGE. MOUNTED ON A 2026 FREIGHTLINER M2 CHASSIS AND INCLUDES THE FEATURES LISTED BELOW:

STANDARD OPTIONS INCLUDED

- ☐ CHASSIS PAINTED STANDARD WHITE
- ☐ SWEEPER PARTS MANUAL
- ☐ SWEEPER OPERATORS MANUAL
- ☐ JOHN DEERE OPERATORS MANUAL
- ☐ JOHN DEERE PARTS
- ☐ BROOM MEASUREMENT RULER
- ☐ MACHINE DELIVERY PACKET
- ☐ ELGIN SAFETY MANUAL
- ☐ AUTO SHUTDOWN, AUX. ENGINE: LOW OIL PRESSURE, HIGH COOLANT TEMP, HYDRAULIC OIL LEVEL, FUEL TEMP, INTAKE MANIFOLD AIR TEMP, WATER-IN-FUEL, VERY HIGH SOOT LOADING.
- ☐ BACKUP ALARM, ELECTRIC
- ☐ BROOMS, HYDRAULIC ROTATION
- ☐ BROOMS, DUAL
- ☐ CONSOLE, W/ROCKER SWITCHES FOR ALL SWEEP FUNCTIONS
- ☐ FULL GAUGE PACKAGE INCLUDING TACHOMETER, ENGINE HOUR METER, OIL PRESSURE INDICATOR AND COOLANT TEMPERATURE. ENGINE SPEED CONTROL, SIDE BROOM DOWN PRESSURE CONTROLS AND AUTOMOTIVE STYLE BLADE FUSES. STANDARD INDICATORS FOR FULL LOAD, SCREEN DOWN, AND HYDRAULIC OIL TEMP INDICATOR LAMPS. OPTIONAL INDICATOR LAMPS FOR HOPPER UP, DOOR OPEN AND/OR HYDRAULIC OIL TEMP.
- ☐ SWEEP RESUME/SWEEP TRANSPORT/REVERSE PICK-UP
- ☐ FUEL WATER SEPARATOR ON AUX ENGINE
- ☐ HOPPER REAR DOOR, HYDRAULICALLY OPENED/CLOSED AND LOCKED/UNLOCKED WITH EXTERNAL MANUAL CONTROLS
- ☐ HOSE, HYDRANT FILL, 16'8" (5080 MM) WITH COUPLING
- ☐ LED CLEARANCE LIGHTS
- ☐ LIGHTS; REAR CLEARANCE AND REAR IDENTIFICATION
- ☐ 8" CONVEX MIRROR
- ☐ PICK-UP HEAD, HYDRAULICALLY OPERATED, 14" (355 MM) OUTSIDE DIAMETER PRESSURE HOSE, 13" (324MM) INSIDE DIAMETER SUCTION HOSE WITH QUICK DISCONNECT ON SUCTIONS SIDE
- ☐ WATER SYSTEM; ONE (1) ROCKER SWITCH WITH HI / LOW SETTING, SPRAY NOZZLES: THREE (3) IN THE SUCTION, NOZZLE, THREE (3) AT EACH SIDE BROOM
- ☐ SIDE BROOM OUTER POSITION STOP
- ☐ HYDRAULIC OIL COOLER
- ☐ VACUUM ENHANCER, CABLE-CONTROLLED IN CAB, 5 SETTINGS
- ☐ WATER TANK, MOLDED POLYETHYLENE, 250 GALLONS
- ☐ WATER PRE-FILTER, HYDRANT FILL HOSE
- ☐ FUNCTIONAL CONTROL OF WATER SYSTEM DISPENSES WATER WITH THE USE OF THE SWEEPER FUNCTION ROCKER SWITCH. WATER TO PICKUP HEAD ON WHEN WATER IS TURNED ON, WATER TO SIDE BROOMS ON WHEN BROOMS ARE DEPLOYED.
- ☐ ANTI SIPHON 2-1/2" AIR GAP
- ☐ STANDARD ELECTRIC HORNS
- ☐ RIGHT HAND BOSTROM AIR 905 CLOTH HI-BACK
- ☐ SWEEPER PAINTED STANDARD WHITE
- ☐ RED LOGO
- ☐ 1 YEAR PARTS AND LABOR WARRANTY

OPTIONAL ITEMS INCLUDED

- ☐ REGENX-RM-33K
- ☐ RM-JD 74 HP T4F-M2
- ☐ IN CAB AIR FILTER RESTRICTION INDICATOR
- ☐ 12" CONVEX MIRRORS
- ☐ BATTERY DISCONNECT - CHASSIS
- ☐ 16' 8" FILL HOSE
- ☐ HYDRAULIC OIL LEVEL GAUGE W/THERMOMETER
- ☐ INSPECTION DOOR - RIGHT HAND
- ☐ FRONT AND REAR LED BEACONS WITH REAR ARROWSTICK
- ☐ IN CAB HOPPER DUMP
- ☐ STAINLESS STEEL HOPPER
- ☐ 304 STAINLESS STEEL HOPPER SCREENS
- ☐ HOPPER DELUGE-RM
- ☐ SLOW MOVING VEHICLE SIGN
- ☐ LEFT HAND SIDEBROOM TILT 12 DEGREE
- ☐ RIGHT HAND SIDEBROOM TILT 12 DEGREE
- ☐ AUXILIARY HYDRAULIC PUMP
- ☐ RED LOGO PACKAGE
- ☐ PM10 WATER SYSTEM REGENX
- ☐ VARIABLE SPEED DUAL SIDE BROOM
- ☐ (2) ALTERNATING REAR LED LIGHTS THAT FLASH 80-100 FLASHES PER MINUTE
- ☐ HOPPER VIBRATOR RM/RMS
- ☐ SWEEPER PAINTED STANDARD WHITE
- ☐ CAB STANDARD WHITE
- ☐ REGEN-X OPERATORS MANUAL
- ☐ AIR PRODUCTS MACHINE DELIVERY PACKET
- ☐ ELGIN SAFETY MANUAL
- ☐ REGEN-X PARTS BOOK
- ☐ JOHN DEERE OPERATORS MANUAL
- ☐ JOHN DEERE PARTS BOOK
- ☐ BROOM MEASUREMENT RULER
- ☐ EXTRA AUXILIARY ENGINE KEY
- ☐ 5# FIRE EXTINGUISHER
- ☐ SAFETY TRIANGLES
- ☐ HYDRANT WRENCH

UNIT PRICE:	$ 382,884.00
SOURCEWELL DISCOUNT:	*($ - 6,592.00)*
SOURCEWELL SUBTOTAL:	$ 376,292.00
SALES TAX (7.75%)	$ 29,162.63
TOTAL PRICE, FOB: IMPERIAL, CA:	$405,454.63

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 30 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.

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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
SALES REPRESENTATIVE

HAAKER EQUIPMENT

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

SOURCEWELL QUOTE
MAY 14, 2025

TO: CITY OF IMPERIAL
420 S. IMPERIAL AVENUE
IMPERIAL, CA 92251

ATTN: MR. DAVID DALE, PE, PLS
(760) 355-3336
EMAIL: ddale@imperial.ca.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 # 093021-ELG.*

ONE (1) NEW ELGIN REGENX SWEEPER

TIER 4F EMISSIONS, JOHN DEERE 4045 TURBOCHARGED DIESEL ENGINE, 8 CU. YARD TILTING HOPPER W/ 50 DEGREE DUMP ANGLE, RIGHT AND LEFT SIDE BROOMS, SWEEPER POWDER COATED FROM POWDER COATINGS CHART 2003/N WITH POWDER COATED GRAY UNDERCARRIAGE. MOUNTED ON A 2026 FREIGHTLINER M2 CHASSIS AND INCLUDES THE FEATURES LISTED BELOW:

STANDARD OPTIONS INCLUDED

- ☐ CHASSIS PAINTED STANDARD WHITE
- ☐ SWEEPER PARTS MANUAL
- ☐ SWEEPER OPERATORS MANUAL
- ☐ JOHN DEERE OPERATORS MANUAL
- ☐ JOHN DEERE PARTS
- ☐ BROOM MEASUREMENT RULER
- ☐ MACHINE DELIVERY PACKET
- ☐ ELGIN SAFETY MANUAL
- ☐ AUTO SHUTDOWN, AUX. ENGINE: LOW OIL PRESSURE, HIGH COOLANT TEMP, HYDRAULIC OIL LEVEL, FUEL TEMP, INTAKE MANIFOLD AIR TEMP, WATER-IN-FUEL, VERY HIGH SOOT LOADING.
- ☐ BACKUP ALARM, ELECTRIC
- ☐ BROOMS, HYDRAULIC ROTATION
- ☐ BROOMS, DUAL
- ☐ CONSOLE, W/ROCKER SWITCHES FOR ALL SWEEP FUNCTIONS
- ☐ FULL GAUGE PACKAGE INCLUDING TACHOMETER, ENGINE HOUR METER, OIL PRESSURE INDICATOR AND COOLANT TEMPERATURE. ENGINE SPEED CONTROL, SIDE BROOM DOWN PRESSURE CONTROLS AND AUTOMOTIVE STYLE BLADE FUSES. STANDARD INDICATORS FOR FULL LOAD, SCREEN DOWN, AND HYDRAULIC OIL TEMP INDICATOR LAMPS. OPTIONAL INDICATOR LAMPS FOR HOPPER UP, DOOR OPEN AND/OR HYDRAULIC OIL TEMP.
- ☐ SWEEP RESUME/SWEEP TRANSPORT/REVERSE PICK-UP
- ☐ FUEL WATER SEPARATOR ON AUX ENGINE
- ☐ HOPPER REAR DOOR, HYDRAULICALLY OPENED/CLOSED AND LOCKED/UNLOCKED WITH EXTERNAL MANUAL CONTROLS
- ☐ HOSE, HYDRANT FILL, 16'8" (5080 MM) WITH COUPLING
- ☐ LED CLEARANCE LIGHTS
- ☐ LIGHTS; REAR CLEARANCE AND REAR IDENTIFICATION
- ☐ 8" CONVEX MIRROR
- ☐ PICK-UP HEAD, HYDRAULICALLY OPERATED, 14" (355 MM) OUTSIDE DIAMETER PRESSURE HOSE, 13" (324MM) INSIDE DIAMETER SUCTION HOSE WITH QUICK DISCONNECT ON SUCTIONS SIDE
- ☐ WATER SYSTEM; ONE (1) ROCKER SWITCH WITH HI / LOW SETTING, SPRAY NOZZLES: THREE (3) IN THE SUCTION, NOZZLE, THREE (3) AT EACH SIDE BROOM
- ☐ SIDE BROOM OUTER POSITION STOP
- ☐ HYDRAULIC OIL COOLER
- ☐ VACUUM ENHANCER, CABLE-CONTROLLED IN CAB, 5 SETTINGS
- ☐ WATER TANK, MOLDED POLYETHYLENE, 250 GALLONS
- ☐ WATER PRE-FILTER, HYDRANT FILL HOSE
- ☐ FUNCTIONAL CONTROL OF WATER SYSTEM DISPENSES WATER WITH THE USE OF THE SWEEPER FUNCTION ROCKER SWITCH. WATER TO PICKUP HEAD ON WHEN WATER IS TURNED ON, WATER TO SIDE BROOMS ON WHEN BROOMS ARE DEPLOYED.
- ☐ ANTI SIPHON 2-1/2" AIR GAP
- ☐ STANDARD ELECTRIC HORNS
- ☐ RIGHT HAND BOSTROM AIR 905 CLOTH HI-BACK
- ☐ SWEEPER PAINTED STANDARD WHITE
- ☐ RED LOGO
- ☐ 1 YEAR PARTS AND LABOR WARRANTY

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HAAKER EQUIPMENT COMPANY ACCEPTED BY: _____

BY: Chuy Vallejo DATE: _____

JOSE "CHUY" VALLEJO
SALES REPRESENTATIVE

TYMCO MODEL 600 STANDARD

PROJECTED PARTS USAGE/STOCKING REQUIREMENTS

BASED ON 1000-1200 HOURS USE PER YEAR

PART NO.	DESCRIPTION	UNIT LIST PRICE	QUANTITY				4 YR.
			1ST YR.	2ND YR.	3RD YR.	4TH YR.	TOTALS
5011625	Blower Wheel (Coated)	2,661.17			1		2,661.17
11221	Power Band, blower	280.00				1	280.00
11108	Taper Lock Bushing	61.83			1	1	123.66
5010937	Seal, Blower Housing	14.00		1	1	1	42.00
502556	Water Pump, Electric	262.50		1	1	1	787.50
20809	Tip, Water Spray	15.17		5	5	5	227.55
10837	Strainer, Spray Nozzle	12.83		5	5	5	192.45
11002	Bearing, blower	226.33		2		2	905.32
5010839	Spring (Front)	32.67		2		2	129.68
5010840	Spring (Rear)	35.00		2		2	140.00
12920	Lock Valve, Cartridge - G/B	92.17			1	1	184.34
12912	Coil, Lock Valve	44.33		1	1	1	132.99
500360	Seal, Hopper Transition	50.17		1		1	100.34
500902	Seal, Dump Door	317.33				1	317.33
500362	Seal, Inspection Door	38.50		2		2	154.00
5013731	Seal Kit, Torq Motor	124.83			1	1	249.66
5012771	Seal Kit, GB & PUH Cylinder	68.83			1	1	137.66
5014244	Seal Kit, Dump Door	155.17				1	155.17
505172	Cartridge Valve	243.83			1		243.83
504622	Valve Assembly, Hydraulic	397.83				1	397.83
5010960	Spring, Gutter Broom	36.17		2	2	2	217.02
504459	Solenoid Coil, Hydraulic Valve	138.83		1	1	1	416.49
503014	Check Valve	119.00			1	1	238.00
501767	G.B. Torq Mtr. 18CID	684.83		1	1	1	2,054.49
	Yearly Cost Projection Totals		$ -	$ 2,072.00	$ 4,728.49	$ 3,687.24	$ 10,488.48
	WEAR ITEMS						
5012830	Liner, Blower Housing	991.67				1.00	991.67
501020	Curtain Set, Pick-Up Head	358.44	3.00	3.00	3.00	3.00	1,433.76
5017815	Lip, Blower Scroll	351.17				1.00	351.17
500392	Wire Segments, Vertical Digger	184.50	15.00	15.00	15.00	15.00	11,070.00
5020287	Liner, Separator	1,814.17				1.00	1,814.17
12905	Suct.Inlet Liner-UHMW Vir Blk.	155.17				2.00	310.34
5011671	Hose, Suction (Heavy Duty)	462.56		1.00		1.00	925.12
502116	Transition, Urethane - w/Seal	661.50		1.00	1.00	1.00	1,984.50
502569	DUO Skids - Standard	568.58		2.00	2.00	2.00	3,411.48
12734	Donaldson Filter DST Models	742.00		1.00		1.00	2,968.00
	Yearly Cost Projection Totals		$ 3,842.82	$ 5,387.16	$ 4,924.60	8,854.51	$ 25,260.21

Municipal Leasing

If you need a sweeper now, then TYMCO's Municipal Lease Purchase Program is for you. We can custom tailor a finance plan to meet your needs at a competitive, fixed interest rate. A TYMCO Municipal Lease Purchase allows any governmental entity to obtain a high-quality TYMCO Regenerative Air Sweeper without the cost and hassle of a bond referendum, little or no down payment and best of all – no backend fees, charges or pay-offs. Also, there is no prepayment penalty for early payoff. At the end of the lease term, upon payment of the last installment, the TYMCO Sweeper is yours to keep.

Who is eligible for TYMCO's municipal lease purchase program?
If you are one of the following entities and interest on your debt obligations is considered exempt from Federal taxation, you are eligible:

- State Governments
- Villages
- State Agencies
- Airports (Municipal)
- County Governments
- Sanitation Districts
- Municipalities
- Townships
- State- Funded Universities & Schools
- Public, Tax Supported Institutions*

* Even if you do not fit one of these categories, contact us and we will find out if you can qualify!

What exactly is a municipal lease purchase and how does it work?

A tax-exempt municipal lease purchase is a useful tool for cash flow management. Municipal leasing conserves working capital and is a viable alternative for acquiring assets without large cash expenditures. By utilizing a municipal lease purchase you avoid the following:

1. **Large cash payment for outright purchase**
2. **Short-term rental (which is expensive)**
3. **Issuance of a long term debt instrument (which is costly, time consuming and requires voter approval).**

A municipal lease purchase is an installment purchase program. It is not a rental agreement nor does it create a debt obligation for the governmental unit. Municipal leasing allows the lessee to make installment payments which include principal and interest and to build up equity in the sweeper over the term of the lease. At the end of the lease agreement, the lessee owns the sweeper outright free and clear.

The municipal lease purchase contract includes a non-appropriation clause that confirms payments shall be made from the lessee's operating budget or capital appropriations for the current fiscal period. The lease is renewed each budget year for the term of the agreement.

What TYMCO does for you:

1. **We prepare all the documentation. All we require from you are the authorized signatures**
2. **Since we are also the manufacturer, we work closely with the Dealer on delivery and installation of your unit to ensure a smooth and problem-free start up**
3. **Our full-time Municipal Lease Purchase staff is available to serve you and will work with you from the inception of the lease to the last payment**
4. **We are only a phone call or e-mail away. If you have any questions or comments, feel free to contact us now.**

TYMCO®
REGENERATIVE AIR SWEEPERS

600®
AIR SWEEPER

GENERAL SPECIFICATIONS

MODEL 600® REGENERATIVE® AIR STREET SWEEPER

DIESEL AUXILIARY ENGINE / DIESEL CONVENTIONAL CAB CHASSIS

SWEEPER AUXILIARY ENGINE

Engine .....John Deere 4045 turbo FT4, 4 cyl.
Displacement .....275 in³ (4.5 L)
Power..... 99 HP @ 2200 RPM (74 kW)
Net torque.....315 lb-ft @ 1600 RPM (427 Nm)
Air cleaner ..... Heavy duty, w/pre-cleaner, scavenge vacuum hose, and in-cab air restriction indicator w/gauge.
Remote oil filter..... Spin on, full flow
Auxiliary engine fuel tank shared with chassis
Diesel fuel tank capacity..... 51 gal (193 L)
DEF tank..... Dedicated
Capacity (volumetric) ..... 5.4 gal (20.6 L)
Capacity (useable)..... 3.8 gal (14.4 L)
Auxiliary engine protection system
Fuel/water separator and separate fuel filter
Open crankcase ventilation (OCV) filter

BLOWER, RUBBER LINED

Aluminum alloy, high volume, open face turbine
Purpose .....Creates blast and suction
Bearings ....(2) sealed lifetime lube, anti-friction
Bolt-on housing .....Steel w/abrasion resistant, replaceable liner
Drive .....Heavy duty power band

DUST SEPARATOR, HIGH CAPACITY

Type .....Cyclonic, multipass, centrifugal separation
Size .....20 x 61 in cylindrical area (508 x 1549 mm)
Located adjacent to blower within hopper
Particulate removal achieved through 61 in (1549 mm) skimmer slot into skimmer hood
Hinged inspection door opened from hopper exterior
Abrasion resistant housing w/replaceable wear resistant liner

HOPPER

Capacity (volumetric).....7.3 yd³ (5.6 m³)
Capacity (useable).....6 yd³ (4.6 m³)
Construction .....Welded steel plate with integral stiffeners
Floor angle.....22°
Dump door opening.....84 x 44 in (2134 x 1118 mm)
Dumping method .....Hydraulic with raker bar
Dumping height ..... 36 in (914 mm)

PICK-UP HEAD

Type .....Dual chamber
Function ..... Delivers air blast and suction
Width (inside dimension) ..... 87 in (2210 mm)
Std. pick-up head area.....2610 in² (1.68 m²)
BAH® option area.....3567 in² (2.3 m²)
Suspension ..... 4 springs, 2 drag links
Skids..... DUO SKID®, long-life carbide
Suction hose diameter..... 14 in (356 mm)
Pressure hose diameter ..... 14 in (356 mm)
Pressure bleeder ..... Integral for leaf/light material pickup
Reverse pick-up head system

GUTTER BROOM, TWIN, Patented

Standard equipment includes LED floodlights and parabolic mirrors
Drive .....Constant speed non-reversible hydraulic motor
Adjustment..... Adjustable for down pressure, pattern and wear
Down pressure .....Automatically adjusts to requirement
Flexibility.....All directions integral anti-damage "swing away" relief valve
Broom ..... 43 in dia. (1092 mm) steel wire, vertical digger

HYDRAULIC SYSTEM

Operates gutter broom(s), dump and pick-up head
Drive ..... Gear driven from auxiliary engine
Flow rate..... 8 GPM (30.3 LPM)
Reservoir ... 25 gal (94.6 L) w/80 mesh suction strainer, sight/temperature gauge, cooler
Filter..... 3 micron in-line
Temperature shutdown system

DUST CONTROL SYSTEM

Water spray nozzles for dust suppression
Pump ..... Electric diaphragm
Reservoirs ..... Polyethylene 220 gal (833 L), total minimum
Filter ..... 80 mesh in-line
Low water shut-off .....Safety shut-off with audible and visual indicator in cab
Spray nozzles:
Around pick-up head 4
Gutter brooms (each) 2
Hopper (inside) 1
Hydrant fill hose w/storage area .....20 ft (6 m)

CONTROL SYSTEM

BlueLogic® Control System
Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features and on-board diagnostics (OBD) for the auxiliary engine and sweeper through the BlueLogic display.

BlueLogic Display
Pedestal mounted touchscreen display provides sweeper and auxiliary engine data to the operator and includes hour meters (trip and total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide, and OBD.

Interior Components
Leaf pressure bleeder control, BlueLogic display, auxiliary fuse panel, illuminated control switches: pick-up head, gutter brooms, auxiliary engine RPM, dust control water system nozzles, safety lights.

Exterior Components
Dump switch, BlueLogic multiplex module

SAFETY/WARNING DEVICES

Alternating LED rear flashers (2)
Rear view camera system
Back-up alarm
SAE Class 1/California Title 13 amber beacon light with limb guard - LED

OPTIONAL EQUIPMENT

AOD water pump w/washdown hose/spray gun
Abrasion protection package
Auto Sweep Interrupt (ASI)
Auxiliary hand hose 8 in dia. (203 mm)
Auxiliary hand hose hydraulic boom assist
Auxiliary hand hose catch basin cleaning package
Auxiliary hydraulic system
Broom Assist Pick-up Head (BAH®)
COMDEX (extra water and tool box) 330 gal (1249 L) total capacity
Gutter broom tilt adjuster(s) (left, right, or twin)
Gutter broom variable speed
Gutter broom drop-down
Hi/Low pressure washdown system
High output water system
Hopper deluge system
Hopper drain system
Lateral airflow nozzle
Linear actuator - pressure bleeder w/gauge
Liquid recovery system
Low emissions package (required for South Coast AQMD Rule 1186)
Magnet, light, standard, or heavy duty
Pick-up head curtain lifter
Pick-up head deluge
Shop air purge, dust control system
Spark resistant skids
Stainless steel options:
Hopper:
Hopper weldment
Dump door
Inspection doors
Raker plate
High capacity dust separator
Hopper screen
Blower housing
High capacity dust separator
Hopper drain
Paint color (other than TYMCO standard white)

Special options are available for your individual requirements. Contact your local dealer or TYMCO.

CONVENTIONAL CAB CHASSIS AVAILABLE

International 4300
International MV607
Freightliner M2-106

South Coast AQMD Rule 1186 PM_{10} Certified
1-800-258-9626
www.tymco.com

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This product is protected by numerous U.S. and International Patents.
Photos may contain optional equipment. Specifications subject to change without notice.

MODEL 600® REGENERATIVE® AIR STREET SWEEPER

DIESEL AUXILIARY ENGINE / DIESEL CONVENTIONAL CAB CHASSIS

INTERNATIONAL 4300

INTERNATIONAL MV607

FREIGHTLINER M2-106

CAB/CHASSIS			
GVWR	31,000 lb (14,061 kg)	31,000 lb (14,061 kg)	31,000 lb (14,061 kg)
Front Axle	10,000 lb (4536 kg) w/10,000 lb (4536 kg) front suspension	10,000 lb (4536 kg) w/10,000 lb (4536 kg) front suspension	10,000 lb (4536 kg) w/10,000 lb (4536 kg) taper-leaf front suspension
Rear Axle	21,000 lb (9525 kg) w/31,000 lb (14,061 kg) Vari-rate rear suspension w/4,500 lb (2041 kg) auxiliary rubber springs	21,000 lb (9525 kg) w/31,000 lb (14,061 kg) Vari-rate rear suspension w/4,500 lb (2041 kg) auxiliary rubber springs	21,000 lb (9525 kg) w/ 23,000 lb (10,433 kg) variable rate multi-leaf spring w/leaf spring helper
Gear ratio	6.43 (single speed), 6.17/8.42 (two speed)	6.50 (single speed), 6.17/8.42 (two speed)	6.43 (single speed), 5.57/7.60 (two speed)
Frame	50,000 PSI (3447.38 bar)	50,000 PSI (3447.38 bar)	80,000 PSI (5515.81 bar)
Engine	Cummins B6.7	Cummins B6.7	Cummins B6.7
Displacement	409 in^3 (6.7 L)	409 in^3 (6.7 L)	409 in^3 (6.7 L)
Power	200 hp @ 2400 RPM	200 hp @ 2400 RPM	200 hp @ 2400 RPM
Torque	520 lb-ft (705 Nm) @ 1600 RPM	520 lb-ft (705 Nm) @ 1600 RPM	520 lb-ft (705 Nm) @ 1600 RPM
Transmission	Allison 2500 RDS 6-speed automatic transmission with PTO provision, synthetic fluid, and temperature gauge in cab	Allison 2500 RDS 6-speed automatic transmission with PTO provision, synthetic fluid, and temperature gauge in cab	Allison 2500 RDS 6-speed automatic transmission with PTO provision, synthetic fluid, and temperature gauge in cab
Alternator	160 amp	160 amp	160 amp
Batteries	(2) 12 volt, 1900 CCA, maintenance free	(2) 12 volt, 1900 CCA, maintenance free	(2) 12 volt, 1900 CCA, maintenance free
Wheelbase	165 in (4191 mm)	165 in (4191 mm)	165 in (41200 mm)
Turning diameter (wall-to-wall)	47.5 ft (14.48 m) (approximate)	47.5 ft (14.48 m) (approximate)	47.4 ft (14.45 m) (approximate)
Turning diameter (curb-to-curb)	45.3 ft (13.81 m) (approximate)	45.3 ft (13.81 m) (approximate)	45.7 ft (13.93 m) (approximate)
Fuel	Diesel	Diesel	Diesel
Fuel tank (shared with sweeper)	51 gal (193 L) (shared with sweeper)	51 gal (193 L) (shared with sweeper)	51 gal (193 L) (shared with sweeper)
DEF tank	7 gal (26.5 L)	7 gal (26.5 L)	6 gal (22.7 L)
Tires (2-front, 4-rear)	Tubeless 11R x 22.5	Tubeless 11R x 22.5	Tubeless 11R x 22.5
Steering	Integral dual power assisted w/18 in (457 mm) diameter steering wheel w/tilt and dual gauges installed by Fontaine Modification Company.	Integral dual power assisted w/18 in (457 mm) diameter steering wheel w/tilt and dual gauges installed by Kaffenbarger Truck Equipment Company.	Integral dual power assisted w/18 in (457 mm) diameter steering wheel w/tilt and dual gauges installed by Fontaine Modification Company.
Brakes	4 wheel air ABS w/18.7 CFM (0.53 m^3/minute) air compressor	4 wheel air ABS w/18.7 CFM (0.53 m^3/minute) air compressor	4 wheel air ABS w/18.7 CFM (0.53 m^3/minute) air compressor
Instruments & lights	Full package as required	Full package as required	Full package as required
Seats	Adjustable, individual high back air seats w/ lumbar support and cloth inserts for operator comfort	Adjustable, individual high back air seats w/ lumbar support and cloth inserts for operator comfort	Adjustable, high back air seats – driver and passenger vinyl w/cloth inserts and mechanical lumbar
Air dryer	Yes w/heater	Yes w/heater	Yes w/heater
Cruise control	Yes	Yes	Yes
Mirrors	Electric remote controlled and heated	Electric remote controlled and heated	Electric remote controlled and heated
Air conditioned cab	Yes, w/fresh air filters (primary and secondary) for cab filtration	Yes, w/fresh air filters (primary and secondary) for cab filtration	Yes, w/fresh air filter for cab filtration
Windows and door locks	Power	Power	Power
Exhaust system	Single, horizontal; after-treatment device, frame mounted right side, under cab w/horizontal tail pipe	Single, horizontal; after-treatment device, frame mounted right side, under cab w/horizontal tail pipe	Single, horizontal; after-treatment device, frame mounted right side, under cab w/horizontal tail pipe
Audio system	AM/FM auxiliary input stereo radio w/digital clock	AM/FM auxiliary input stereo radio w/digital clock	AM/FM/WB auxiliary input stereo radio w/digital clock
Daytime running lights	Yes	Yes	Yes

SWEEPING WIDTH (Approximate)			
Pick-up head only	87 in (2210 mm)	87 in (2210 mm)	87 in (2210 mm)
With 1 gutter broom	110 in (2794 mm)	110 in (2794 mm)	110 in (2794 mm)
With 2 gutter brooms	142 in (3606 mm)	142 in (3606 mm)	142 in (3606 mm)

OVERALL DIMENSIONS (Approximate)			
Length (sweeper body & chassis only)	278 in (7061 mm)	278 in (7061 mm)	273 in (6934 mm)
Width (between outside tips of stowed twin gutter broom bristles)	121 in (3073 mm)	121 in (3073 mm)	121 in (3073 mm)
Height	118 in (2997 mm) @ auxiliary engine	118 in (2997 mm) @ auxiliary engine	118 in (2997 mm) @ auxiliary engine
Empty weight (sweeper body & chassis only)	19,020 lbs (8627 kg)	19,020 lbs (8627 kg)	19,020 lbs (8627 kg)

Dimensions and weight may vary with equipment.
Cab/Chassis specifications above provided by truck manufacturer. Consult factory for additional specifications and other available truck chassis.

South Coast AQMD Rule 1186 PM_{10} Certified
1-800-258-9626
www.tymco.com

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This product is protected by numerous U.S. and International Patents.
Photos may contain optional equipment. Specifications subject to change without notice.

The Regenerative Air System

from the people who invented brushless sweeping more than 40 years ago!

True Regenerative Air

1. The closed-loop Regenerative Air System uses the force of a high velocity controlled jet of air created by the powerful blower wheel.

2. This jet of air blasts down and across the pick-up head onto the pavement and into the cracks forcing up into the air stream packed-on heavy debris as well as fine dust particles.

3. The debris laden air stream is pulled into the large hopper, where the air loses velocity and the larger debris falls to the bottom. A screen at the top of the hopper prevents items such as paper, cans and rocks from leaving the hopper and entering the centrifugal dust separator.

4. The patented centrifugal dust separator spins the air along the curved wall of the chamber until the micron size dust particles are skimmed off into the hopper. Only clean air is returned to the blower to start the Regenerative Air cycle again. This closed-loop system means no dirty air is exhausted into the environment only to settle on the surface again.

The TYMCO floating pick-up head is designed to adjust to the curvatures and irregularities of paved surfaces for optimum pick-up.

A TYMCO is efficient even in rainy or wet conditions. When brooms smear and vacuums clog, TYMCO still cleans, and that means maintaining your cleaning management schedule.

TYMCO®

REGENERATIVE AIR SWEEPERS

800-258-9626

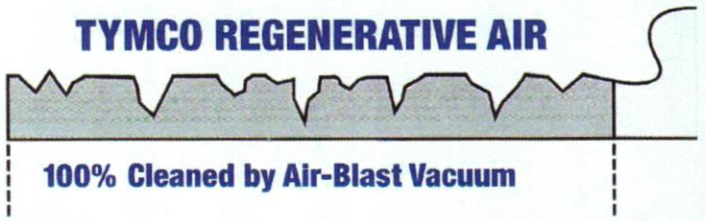
www.tymco.com

MADE IN WACO, TEXAS USA

A Different Way to Use Air...
Regenerative Air — The Most Efficient Way to Sweep

A TYMCO Regenerative Air Sweeper uses a controlled blast of air to dislodge debris from the surface. Trash, dirt and fines from the entire area beneath the full width pick-up head is directed up the large heavy duty suction hose into the hopper. With the patented large gutter brooms, sweeping width can be extended to one of the widest in the industry.

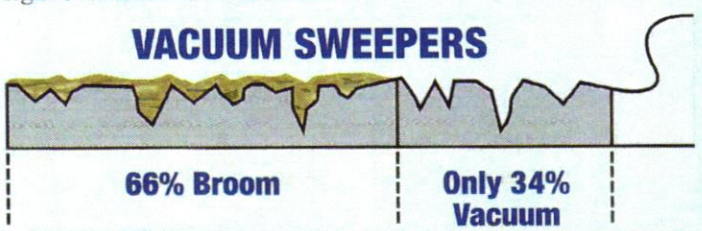
Regenerative Air means a TYMCO never exhausts polluted air into the atmosphere like a vacuum sweeper and doesn't require a constantly moving main broom as do mechanical and vacuum sweepers. Other sweepers just move dust around,exhausting it out or pushing it into cracks — only a TYMCO picks it all up.



More than just vacuum

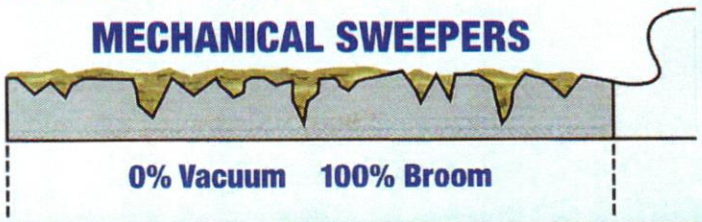
Vacuum sweepers utilize a constantly moving windrow broom to transfer debris over to a suction nozzle at one side of the sweeper. The debris is then routed up a small diameter suction hose. Only the area beneath the nozzle (approximately 34%) is vacuumed. The majority of the area (approximately 66%) is merely swept with a broom, pushing particles into the cracks. This broom needs to be replaced about every 80-100 hours of operation, costing thousands over the life of the machine.

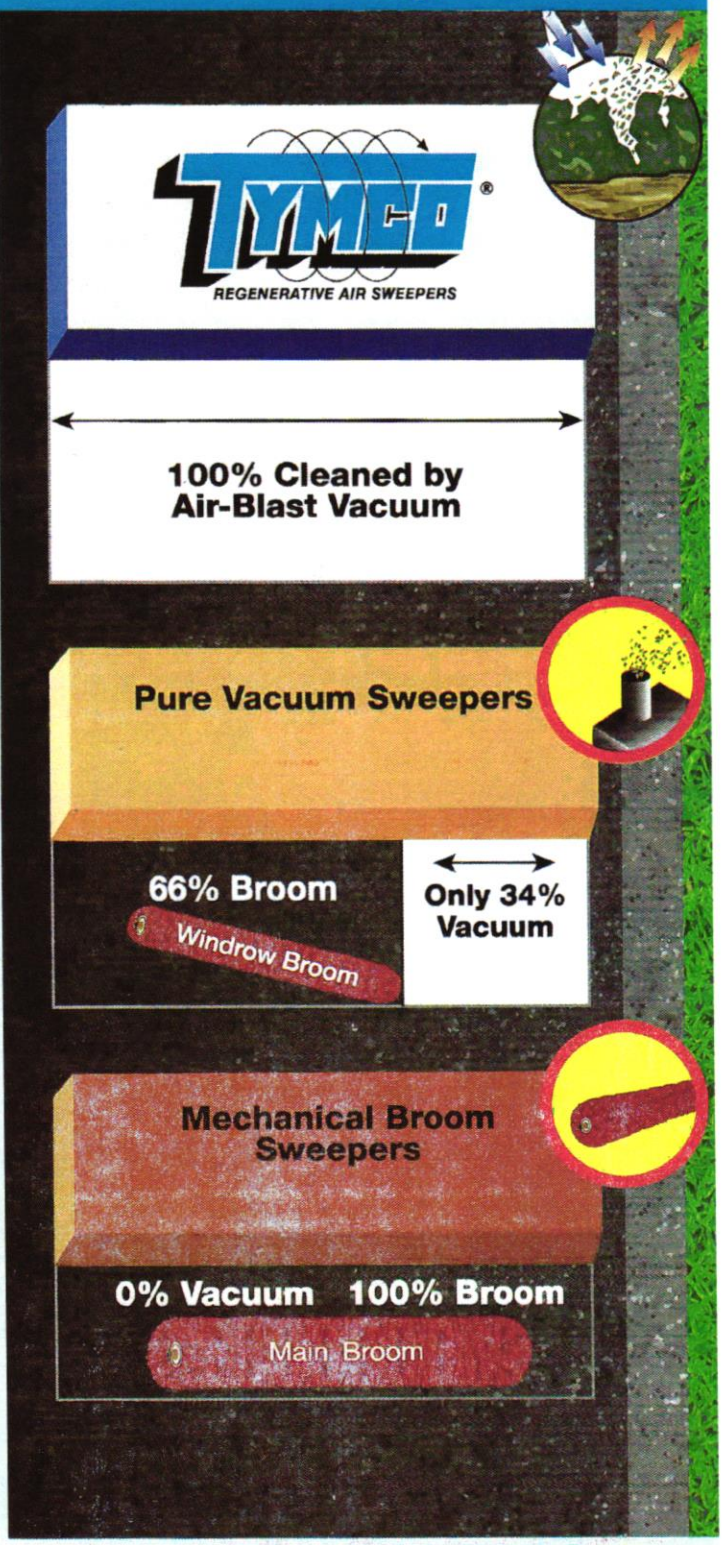
Vacuum sweepers by design exhaust air potentially filled with fine dust particles back into the atmosphere where they settle right back onto the road surface.



Better than just a broom

A mechanical broom sweeper can clean the surface of large debris, but dirt and fine particulates are left behind on the surface and in the cracks. Brooms, by design, actually fill the cracks up with dirt. And a main broom needs to be replaced about every 200 hours of operation, costing thousands of dollars over the life of the machine.





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Please Recycle

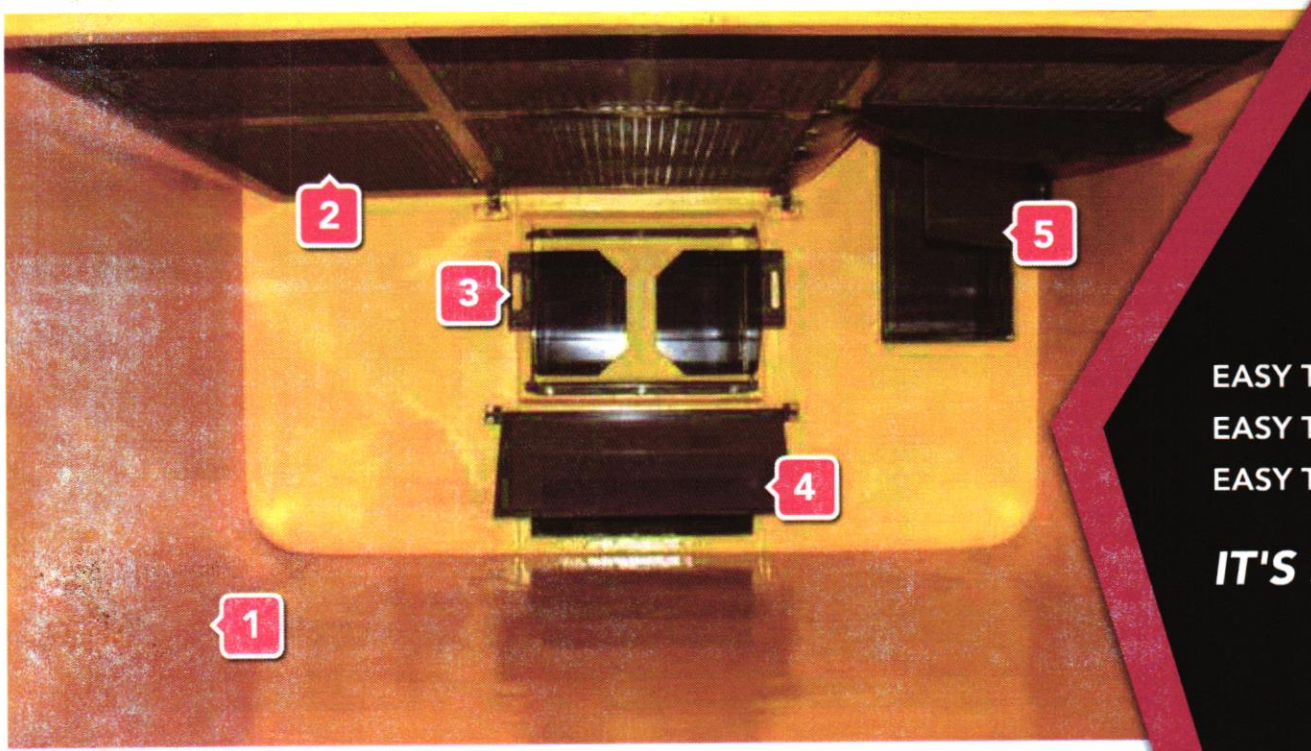
ELGIN
Subsidiary of Federal Signal Corporation

REGENERATIVE AIR SWEEPER

RegenX™

Built By Elgin® X Designed By You

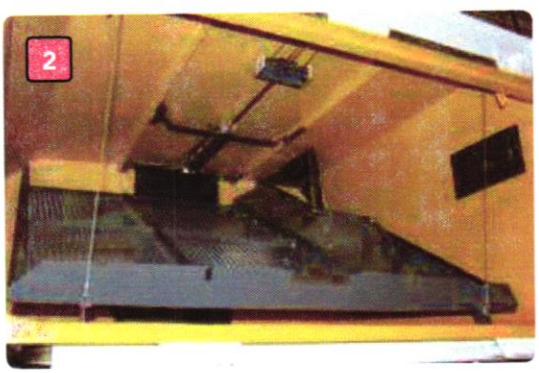
CLEAN...WITHOUT GETTING DIRTY.



EASY TO CLEAN.
EASY TO SERVICE.
EASY TO OPERATE.

IT'S SIMPLE.

1. **Rounded Corners**
   For easier cleaning and better load evacuation
2. **Drop-Down Screens**
   Cable-controlled, activated by switch on side of hopper
3. **Self-Emptying Dust Separator**
   Evacuates dust when hopper is dumped
4. **Dust Separator Washout Doors**
   Easy-access for effective washout of dust separator
5. **Simple Inlet Design with Deflector**
   Deflector loads debris evenly without creating challenges for washout
6. **Pickup Head Clean Out Port**
   Efficiently clean out pickup head while staying clean and dry

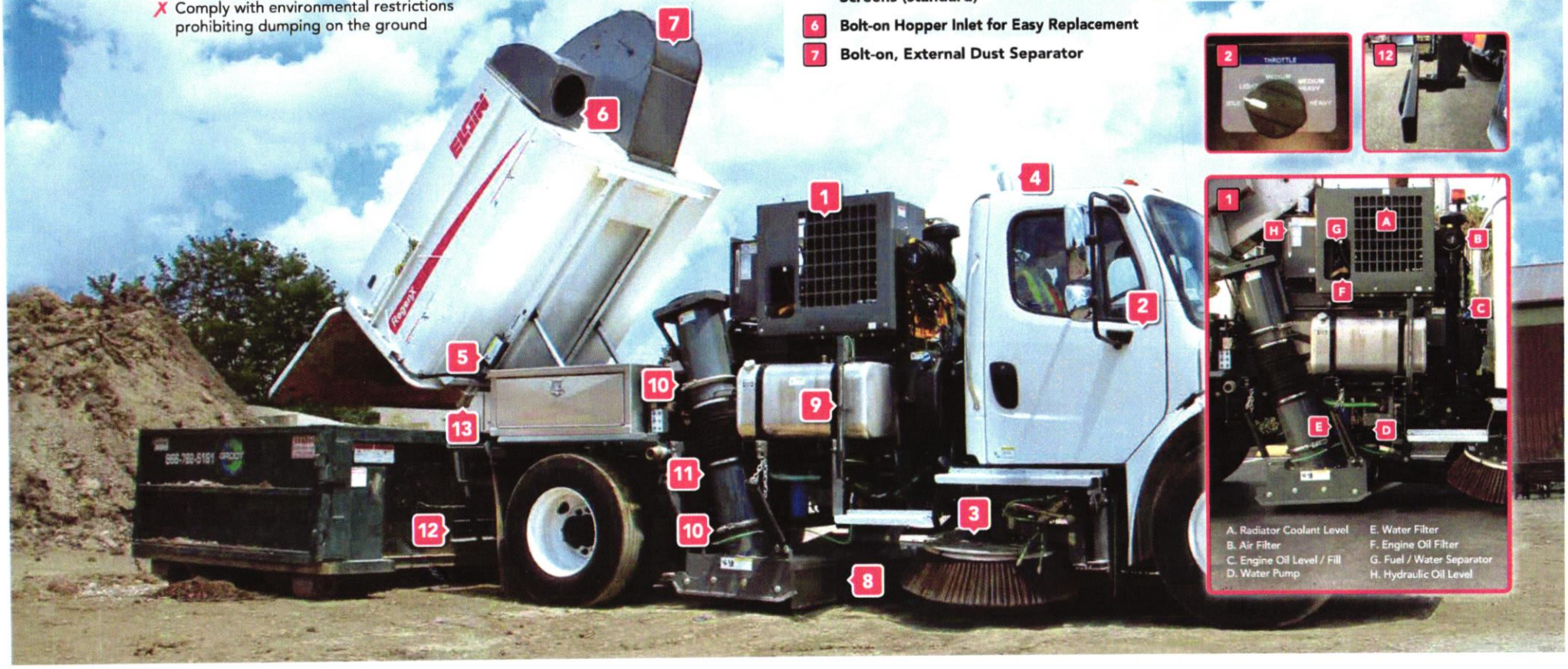


THE DIFFERENCE IS **SIMPLE.**

CONTAINER
DUMP HEIGHT

- ✗ Large 8 yd³ hopper capacity
- ✗ 56" inch roll-off container dump height
- ✗ Avoid double-handling from dumping on the ground
- ✗ Improve operational efficiency by placing roll-off containers along your route
- ✗ Comply with environmental restrictions prohibiting dumping on the ground

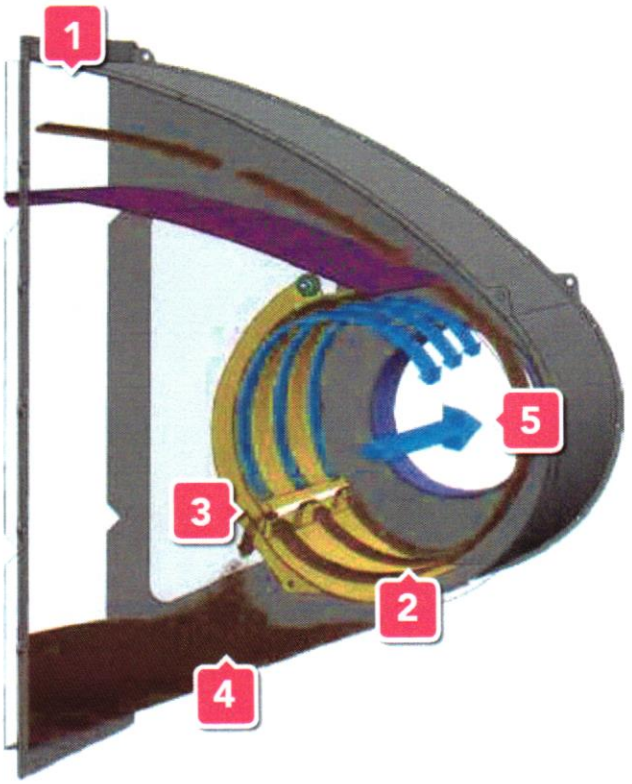
1. **Easy-Access to Service/Maintenance Components**
2. **Easy-to-Use Controls**
   - No control modules
3. **Superior Side Broom Design**
   - Pneumatic float for adjustable side broom pressure in cab
   - Elgin's trailing arm design provides inward motion to avoid obstacles
   - Standard parallelogram linkage allows side brooms to closely follow road contours, and maintain a consistent broom tilt (angle) with the road surface
4. **Left-Hand Exhaust**
   Helps to avoid contact with tree limbs
5. **Easy-Access Switch to Drop Hopper Screens (standard)**
6. **Bolt-on Hopper Inlet for Easy Replacement**
7. **Bolt-on, External Dust Separator**
8. **Slotted Bolt-on Curtain Assembly**
   Loosen 4 bolts to remove entire curtain assembly for service
9. **Water Level Indicator**
   Visible from side mirror while operating
10. **Dual Quick Disconnect on Suction Tube**
    Quick disconnects at top and bottom of suction tube for ease of maintenance and access to obstructions
11. **Extended Steel Suction Tube**
    Minimal corrugation in suction tube for improved material flow
12. **Adjustable Bumper**
    Customizable to various debris containers
13. **Adjustable Hopper Door Locks for Proper Seal**



A. Radiator Coolant Level
B. Air Filter
C. Engine Oil Level / Fill
D. Water Pump
E. Water Filter
F. Engine Oil Filter
G. Fuel / Water Separator
H. Hydraulic Oil Level

HIGHLY EFFICIENT
DUST SEPARATOR

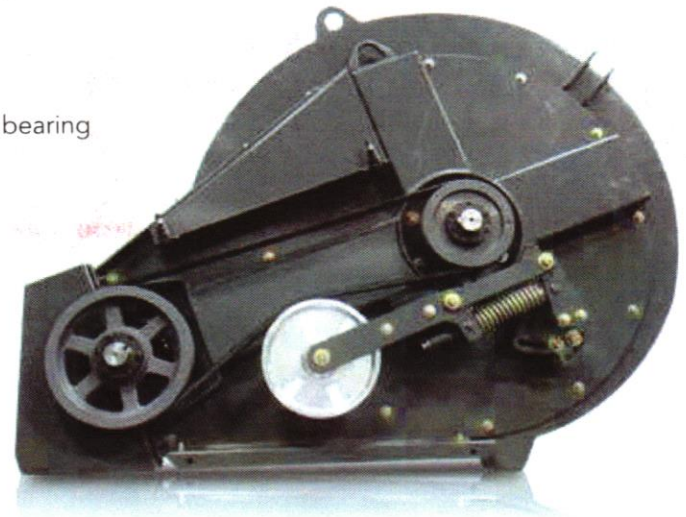
1. **Dust Separator Inlet**
   Dust enters the separator from the hopper
2. **Centrifugal Separator Design**
   Air spins around tube at high speed, forcing dust to outside walls
3. **Skimmer Slot**
   Dust is skimmed off into the collection chamber
4. **Dust Collection Chamber**
   Self-emptying chamber that evacuates when the hopper is dumped
5. **Fan Inlet**
   Clean air exits the separator and returns to the fan



Fan belt change in less than 5 minutes -
NO TOOLS REQUIRED

FAN DRIVE
SYSTEM

1. **Hardox Steel Fan**
   - Highly efficient closed-face fan with backward curved vanes
   - Hardox steel vanes for durability (used in military-grade armor)
   - *Fan change can be executed in approximately 1 hour*
2. **Sealed-for-Life Bearings**
   - No need to grease fan bearings
   - Secondary seal to prevent dirt from getting into the bearing
3. **Fluid Coupler**
   Acts as torque damper, increases reliability and life of drive system
4. **Spring-Loaded Belt Tensioner**
   Maintains consistent belt tension over time, easy to adjust
5. **Keyed and Tapered Fan Shaft**
   Provides ease of service



Built By Elgin X Designed By You

The Elgin Innovation Team traversed the country, speaking to hundreds of customers at all levels within the street sweeping industry, both municipal and contractor, in pursuit of true voice-of-the-customer insights. Months of real-world prototype testing and feedback refined the sweeper design to provide customers with exactly what they want and need, while proving the reliability and durability along the way. The input of service technicians, operators, and street sweeping supervisors shaped every detail of the new **RegenX™** mid-dump regenerative air street sweeper from Elgin Sweeper Company, a sweeper that is **easy to use, easy to clean, and easy to maintain** but still delivers the quality and proven technology that is the hallmark of Elgin Sweeper products.

The new **RegenX was built by Elgin, but designed by you.**

Why RegenX™

X Roll-Off Dump Height with 50° Dump Angle and 8 yd³ Hopper

- Avoid double-handling, driving back to the facility to dump, and environmental ground-dumping restrictions

X Incredibly Easy to Clean

- Simple hopper – rounded corners and external self-dumping dust separator
- Easy-access washout doors for dust separator and pickup head
- Cable-controlled drop-down screens standard

X Easy to Service

- Easy to access components with locations determined by experienced service technicians
- Bolt-on wear parts wherever possible (dust separator, hopper inlet, etc.)
- Simple design with no control modules for sweeper functions

X Reliable

- Better cleanout and easier serviceability leads to more reliability
- Highly efficient dust separator and large screen surface area reduce carryover and sand blasting
- Overall simple design – less moving parts, more uptime

ELGIN
Built for clean. Backed for life.

ElginSweeper.com/RegenX

Phone (847) 741-5370 • Fax (847) 742-3035

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CALIFORNIA AIR RESOURCES BOARD	CUMMINS INC.	EXECUTIVE ORDER A-021-0769 New On-Road Heavy-Duty Engines Page 1 of 2

Pursuant to the authority vested in California Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE [1]	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS [2]	ECS & SPECIAL FEATURES [3]	DIAGNOSTIC [6]
2023	PCEXH0408BCA	6.7	Diesel	Diesel	MHDD	DDI, TC, CAC, ECM ,EGR-C, OC, PTOX, SCR-U, AMOX	OBD(P)

PRIMARY ENGINE'S IDLE EMISSIONS CONTROL [5]	ADDITIONAL IDLE EMISSIONS CONTROL [5]
30g	N/A

ENGINE (L)	ENGINE MODELS / CODES (rated power, in hp)
6.7	See attachment for engine models and ratings

* =not applicable; **GVWR**=gross vehicle weight rating; **13 CCR xyz**=Title 13, California Code of Regulations, Section xyz; **40 CFR 86.abc**=Title 40, Code of Federal Regulations, Section 86.abc; **L**=liter; **hp**=horsepower; **kw**=kilowatt; **hr**=hour;

[1] **CNG/LNG**=compressed/liquefied natural gas; **LPG**=liquefied petroleum gas; **E85**=85% ethanol fuel; **MF**=multi fuel a.k.a. **BF**=bi fuel; **DF**=dual fuel; **FF**=flexible fuel;

[2] **L/M/H HDD**=light/medium/heavy heavy-duty diesel; **UB**=urban bus; **HDO**=heavy duty Otto;

[3] **ECS**=emission control system; **TWC/OC**=three-way/oxidizing catalyst; **NAC**=NOx adsorption catalyst; **SCR-U / SCR-N**=selective catalytic reduction – urea / -- ammonia; **WU (prefix)**=warm-up catalyst; **DPF**=diesel particulate filter; **PTOX**=periodic trap oxidizer; **HO2S/O2S**=heated/oxygen sensor; **HAFS/AFS**=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); **TBI**=throttle body fuel injection; **SFI/MFI**=sequential/multi port fuel injection; **DGI**=direct gasoline injection; **GCARB**=gaseous carburetor; **IDI/DDI**=indirect/direct diesel injection; **TC/SC**=turbo/super charger; **CAC**=charge air cooler; **EGR / EGR-C**=exhaust gas recirculation / cooled EGR; **PAIR/AIR**=pulsed/secondary air injection; **SPL**=smoke puff limiter; **ECM/PCM**=engine/powertrain control module; **EM**=engine modification; **AMOX**=Ammonia Oxidation Catalyst; **NOXS**=NOx sensor; **2 (prefix)**=parallel; **(2) (suffix)**=in series;

[5] **ESS**=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1); **30g**=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C); **APS** =internal combustion auxiliary power system; **ALT**=alternative method (per 13 CCR 1956.8(a)(6)(D); **Exempt**=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; **N/A**=not applicable (e.g., Otto engines and vehicles);

[6] **EMD**=engine manufacturer diagnostic system (13 CCR 1971); OBD**(F) / (P) / ($)**=full / partial / partial with a fine / on-board diagnostic.);

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the SET and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, SET and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [ ] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.). [4]

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET	FTP	SET
STD	0.14	0.14	0.20	0.20	*	*	15.5	15.5	0.01	0.01	*	*
CERT	0.03	0.01	0.11	0.06	*	*	0.03	0.00	0.004	0.003	*	*
NTE	0.21		0.30		*		19.4		0.02		*	

[4] **g/bhp-hr**=grams per brake horsepower-hour; **FTP**=Federal Test Procedure; **SET**=Supplemental emissions testing; **NTE**=Not-to-Exceed; **STD**=standard or emission test cap; **FEL**=family emission limit; **CERT**=certification level; **NMHC/HC**=non-methane/hydrocarbon; **NOx**=oxides of nitrogen; **CO**=carbon monoxide; **PM**=particulate matter; **HCHO**=formaldehyde;

BE IT FURTHER RESOLVED: The manufacturer has demonstrated compliance with the Greenhouse Gas Emission Standards as specified in Title 13 CCR 1956.8 and the incorporated "California Exhaust Emission Standards and Test Procedures for 2004 and Subsequent Model Heavy Duty Diesel-Engines and Vehicles" (HDDE Test Procedures) adopted December 12, 2002, as last amended September 9, 2021.

	PRIMARY INTENDED SERVICE CLASS: Tractor/Vocational			
In g/bhp-hr	CO_2		CH_4	N_2O
	FTP	SET		
STD	545	473	0.10	0.10
FCL	536	494	*	*
FEL	552	509	0.10	0.11
CERT	525	483	0.02	0.08

[4] **g/bhp-hr**=grams per brake horsepower-hour; **FTP**=Federal Test Procedure; **SET**=Supplemental emissions testing; **STD** = standard or emission test cap; **FEL**=family emission limit; **FCL**=family certification level; **CERT**=certification level; **CO_2**=carbon dioxide; **CH_4**=methane; **N_2O**=nitrous oxide; **VOCATIONAL**=vocational engine; **TRACTOR**=tractor engine

BE IT FURTHER RESOLVED: Certification to the FEL(s) / FCL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) / FCL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.

BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1971.1 (on-board diagnostic, full or partial compliance) and 13 CCR 2035 et seq. (emission control warranty).

BE IT FURTHER RESOLVED: That the manufacturer has elected to include engine models in this engine family which are identified for "emergency vehicle use only". These "emergency vehicle use only" engines are exempt from requirements imposed pursuant to California law and the regulations adopted pursuant thereto for motor vehicle pollution control devices per California Vehicle Code Section 27156.2. The manufacturer must clearly label these engines for "emergency vehicle use only" on the engines' emission control label.

BE IT FURTHER RESOLVED: Except in vehicle applications exempted per 13 CCR 1956.8(a)(6)(B), engines in this engine family certified under 13 CCR 1956.8(a)(6)(C) [30 g/hr NOx] and section 35.B.4 of the incorporated "California Exhaust Emissions Standards and Test Procedures for 2004 and Subsequent Model Heavy-Duty Diesel Engines and Vehicles" (HDDE Test Procedures) adopted December 12, 2002, as last amended September 9, 2021, shall be provided with an approved "Certified Clean Idle" label that shall be affixed to the vehicle into which the engine is installed.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed on this 6th day of December 2022.

Robin U. Lang

Robin U. Lang, Chief
Emissions Certification and Compliance Division

Attachment: Engine Models **EO #:** U-R-021-0769 **Family:** PCEXH0408BCA **Attachment Last Revised:** 12/1/2022

Model	Code	Trim	Config	Displacement	Displacement - Units	Peak Power	Peak Power - Units	Peak Power - Speed (rpm)	Peak Power - Fueling	Peak Power - Fuel Units	Peak Torque	Peak Torque - Units	Peak Torque - Speed (rpm)	Peak Torque - Fuel	Peak Torque - Fuel Units	OBD	GHG	Special	Notes
86.7 360	BM1	N/A	N/A	6.7	Liters	360	horsepower	2600	128	lb/hr	800	lb-ft	1800	90	lb/hr	Partial	Vocational	N/A	N/A
86.7 340	BM2	N/A	N/A	6.7	Liters	340	horsepower	2600	121	lb/hr	700	lb-ft	1600	73	lb/hr	Partial	Vocational	N/A	N/A
86.7 325	BM3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Vocational	N/A	N/A
86.7 325	BM4	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Vocational	N/A	N/A
86.7 300	BM5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
86.7 300	BM6	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
86.7 280	BM8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
86.7 280	BM9	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
86.7 260	BM11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
86.7 260	BM12	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
86.7 250	BM14	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
86.7 250	BM15	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
86.7 240	BM17	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Vocational	N/A	N/A
86.7 240	BM18	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Vocational	N/A	N/A
86.7 220	BM20	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
86.7 220	BM21	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
86.7 220	BM22	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
86.7 220	BM23	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
86.7 200	BM26	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
86.7 200	BM27	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
86.7 300	BM7	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
86.7 280	BM10	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
86.7 260	BM13	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
86.7 250	BM16	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
86.7 240	BM19	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Vocational	N/A	N/A
86.7 220	BM24	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
86.7 220	BM25	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
86.7 200	BM28	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
86.7 325	BM3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Tractor	N/A	N/A
86.7 325	BM4	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Tractor	N/A	N/A
86.7 300	BM5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
86.7 300	BM6	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
86.7 280	BM8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
86.7 280	BM9	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
86.7 260	BM11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
86.7 260	BM12	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
86.7 250	BM14	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
86.7 250	BM15	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
86.7 240	BM17	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Tractor	N/A	N/A
86.7 240	BM18	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Tractor	N/A	N/A
86.7 220	BM20	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
86.7 220	BM21	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
86.7 220	BM22	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
86.7 220	BM23	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
86.7 200	BM26	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
86.7 200	BM27	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
86.7 300	BM7	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
86.7 280	BM10	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
86.7 260	BM13	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
86.7 250	BM16	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
86.7 240	BM19	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Tractor	N/A	N/A
86.7 220	BM24	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
86.7 220	BM25	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
86.7 200	BM28	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
PX-7 360	BM1	N/A	N/A	6.7	Liters	360	horsepower	2600	128	lb/hr	800	lb-ft	1800	90	lb/hr	Partial	Vocational	N/A	N/A
PX-7 340	BM2	N/A	N/A	6.7	Liters	340	horsepower	2600	121	lb/hr	700	lb-ft	1600	73	lb/hr	Partial	Vocational	N/A	N/A
PX-7 325	BM3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Vocational	N/A	N/A
PX-7 325	BM4	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Vocational	N/A	N/A
PX-7 300	BM5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A

PX-7 300	BM6	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
PX-7 300	BM7	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
PX-7 280	BM8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
PX-7 280	BM9	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
PX-7 280	BM10	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	N/A
PX-7 260	BM11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
PX-7 260	BM12	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
PX-7 260	BM13	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
PX-7 250	BM14	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
PX-7 250	BM15	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
PX-7 250	BM16	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	N/A
PX-7 240	BM17	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Vocational	N/A	N/A
PX-7 240	BM18	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Vocational	N/A	N/A
PX-7 240	BM19	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Vocational	N/A	N/A
PX-7 220	BM20	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
PX-7 220	BM21	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
PX-7 220	BM22	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
PX-7 220	BM23	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
PX-7 220	BM24	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
PX-7 220	BM25	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Vocational	N/A	N/A
PX-7 200	BM26	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
PX-7 200	BM27	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Vocational	N/A	N/A
PX-7 325	BM3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Tractor	N/A	N/A
PX-7 325	BM4	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Tractor	N/A	N/A
PX-7 300	BM5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
PX-7 300	BM6	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
PX-7 300	BM7	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
PX-7 280	BM8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
PX-7 280	BM9	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
PX-7 280	BM10	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	N/A
PX-7 260	BM11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
PX-7 260	BM12	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
PX-7 260	BM13	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
PX-7 250	BM14	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
PX-7 250	BM15	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
PX-7 250	BM16	N/A	N/A	6.7	Liters	250	horsepower	2400	94	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	N/A
PX-7 240	BM17	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Tractor	N/A	N/A
PX-7 240	BM18	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Tractor	N/A	N/A
PX-7 240	BM19	N/A	N/A	6.7	Liters	240	horsepower	2400	90	lb/hr	560	lb-ft	1600	56	lb/hr	Partial	Tractor	N/A	N/A
PX-7 220	BM20	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
PX-7 220	BM21	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
PX-7 220	BM22	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
PX-7 220	BM23	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
PX-7 220	BM24	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
PX-7 220	BM25	N/A	N/A	6.7	Liters	220	horsepower	2400	83	lb/hr	600	lb-ft	1600	60	lb/hr	Partial	Tractor	N/A	N/A
PX-7 200	BM26	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
PX-7 200	BM27	N/A	N/A	6.7	Liters	200	horsepower	2400	76	lb/hr	520	lb-ft	1600	52	lb/hr	Partial	Tractor	N/A	N/A
B6.7 360EV	BME29	N/A	N/A	6.7	Liters	360	horsepower	2600	128	lb/hr	800	lb-ft	1800	90	lb/hr	Partial	Vocational	N/A	Emergency Rating
B6.7 340EV	BME30	N/A	N/A	6.7	Liters	340	horsepower	2600	121	lb/hr	700	lb-ft	1600	73	lb/hr	Partial	Vocational	N/A	Emergency Rating
B6.7 325EV	BME3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Vocational	N/A	Emergency Rating
B6.7 300EV	BME5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	Emergency Rating
B6.7 280EV	BME8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	Emergency Rating
B6.7 260EV	BME11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	Emergency Rating
B6.7 325EV	BME3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Tractor	N/A	Emergency Rating
B6.7 300EV	BME5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	Emergency Rating
B6.7 280EV	BME8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	Emergency Rating
B6.7 260EV	BME11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	Emergency Rating
PX-7 360EV	BME29	N/A	N/A	6.7	Liters	360	horsepower	2600	128	lb/hr	800	lb-ft	1800	90	lb/hr	Partial	Vocational	N/A	Emergency Rating
PX-7 340EV	BME30	N/A	N/A	6.7	Liters	340	horsepower	2600	121	lb/hr	700	lb-ft	1600	73	lb/hr	Partial	Vocational	N/A	Emergency Rating
PX-7 325EV	BME3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Vocational	N/A	Emergency Rating
PX-7 300EV	BME5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	Emergency Rating
PX-7 280EV	BME8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Vocational	N/A	Emergency Rating
PX-7 260EV	BME11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Vocational	N/A	Emergency Rating
PX-7 325EV	BME3	N/A	N/A	6.7	Liters	325	horsepower	2400	112	lb/hr	750	lb-ft	1800	87	lb/hr	Partial	Tractor	N/A	Emergency Rating

PX-7 300EV	BME5	N/A	N/A	6.7	Liters	300	horsepower	2600	106	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	Emergency Rating
PX-7 280EV	BME8	N/A	N/A	6.7	Liters	280	horsepower	2400	96	lb/hr	660	lb-ft	1600	67	lb/hr	Partial	Tractor	N/A	Emergency Rating
PX-7 260EV	BME11	N/A	N/A	6.7	Liters	260	horsepower	2400	96	lb/hr	660	lb-ft	1600	66	lb/hr	Partial	Tractor	N/A	Emergency Rating

CALIFORNIA AIR RESOURCES BOARD	DEERE & COMPANY	EXECUTIVE ORDER U-R-004-0643 New Off-Road Compression-Ignition Engines

Pursuant to the authority vested in California Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-19-095;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2023	PJDXL04.5315	4.5	Diesel	8000

SPECIAL FEATURES & EMISSION CONTROL SYSTEMS	TYPICAL EQUIPMENT APPLICATION
Electronic Control Module, Exhaust Gas Recirculation, Selective Catalyst Reduction-Urea, Electronic Direct Injection, Turbocharger, Charge Air Cooler, Oxidation Catalyst, Ammonia Oxidation Catalyst	Loader, Tractor, Dozer, Pump, Compressor, Generator Set, Other Industrial Equipment

The engine models and codes are attached.

The following are the exhaust certification standards (STD) and certification levels (CERT) for non-methane hydrocarbon (NMHC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD CATEGORY		EXHAUST (g/kw-hr)					OPACITY (%)		
			NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
56 ≤ kW < 130	Tier 4 Final	STD	0.19	0.40	N/A	5.0	0.02	N/A	N/A	N/A
		CERT	0.02	0.33	--	0.1	0.02	--	--	--

BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

BE IT FURTHER RESOLVED: That for the listed engine models which include engines from different power categories in the same engine family, the manufacturer is complying with the more stringent set of standards from the 56 ≤ kW < 130 power categories in conformance with the incorporated Section 1039.230 (e) of the "California Exhaust Emission Standards and Test Procedures for New 2011 and Later Tier 4 Off-Road Compression Ignition Engines, Part 1-D" adopted October 20, 2005 and last amended October 25, 2012.

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed on this 18th day of October 2022.

Robin U. Lang

Robin U. Lang, Chief
Emissions Certification and Compliance Division

Attachment: Engine Models **EO #:** U-R-004-0643 **Family:** PJDXL04.S315 **Attachment Last Revised:** 10/5/2022

Model	Code	Trim	Config	Displacement	Displacement - Units	Peak Power	Peak Power - Units	Peak Power - Speed (rpm)	Peak Power - Fueling	Peak Power - Fuel Units	Peak Torque	Peak Torque - Units	Peak Torque - Speed (rpm)	Peak Torque - Fuel	Peak Torque - Fuel Units	OBD	GHG	Special	Notes
4045	4045HFC04A		I-4	4.5	Liters	104	kilowatt	2200	100.9	mm3/stroke	540	N-m	1600	113.7	mm3/stroke	N/A	N/A		
4045	4045HFC04B		I-4	4.5	Liters	104	kilowatt	2200	104.3	mm3/stroke	540	N-m	1600	114.2	mm3/stroke	N/A	N/A		
4045	4045HFC04C		I-4	4.5	Liters	93	kilowatt	2400	88.6	mm3/stroke	493	N-m	1600	103.1	mm3/stroke	N/A	N/A		
4045	4045HFC04D		I-4	4.5	Liters	93	kilowatt	2200	90.8	mm3/stroke	536	N-m	1600	112.7	mm3/stroke	N/A	N/A		
4045	4045HFC04E		I-4	4.5	Liters	86	kilowatt	2400	82.2	mm3/stroke	461	N-m	1600	96.8	mm3/stroke	N/A	N/A		
4045	4045HFC04F		I-4	4.5	Liters	86	kilowatt	2200	84.6	mm3/stroke	506	N-m	1600	105.8	mm3/stroke	N/A	N/A		
4045	4045HFC04G		I-4	4.5	Liters	80	kilowatt	2200	80	mm3/stroke	391	N-m	1600	84.2	mm3/stroke	N/A	N/A		
4045	4045HFC04H		I-4	4.5	Liters	74	kilowatt	2400	70.4	mm3/stroke	391	N-m	1600	84.2	mm3/stroke	N/A	N/A		
4045	4045HFC04I		I-4	4.5	Liters	80	kilowatt	2000	84.4	mm3/stroke	427	N-m	1600	89.3	mm3/stroke	N/A	N/A		
4045	4045HFC04J		I-4	4.5	Liters	74	kilowatt	2200	73.5	mm3/stroke	427	N-m	1600	89.3	mm3/stroke	N/A	N/A		
4045	4045HFC04K		I-4	4.5	Liters	68	kilowatt	2200	69.8	mm3/stroke	333	N-m	1600	72.2	mm3/stroke	N/A	N/A		
4045	4045HFC04L		I-4	4.5	Liters	63	kilowatt	2400	63.9	mm3/stroke	333	N-m	1600	72.2	mm3/stroke	N/A	N/A		
4045	4045HFC04M		I-4	4.5	Liters	68	kilowatt	2000	72.8	mm3/stroke	363	N-m	1600	68.4	mm3/stroke	N/A	N/A		
4045	4045HFC04N		I-4	4.5	Liters	63	kilowatt	2200	64.2	mm3/stroke	363	N-m	1600	68.4	mm3/stroke	N/A	N/A		
4045	4045HFC04O		I-4	4.5	Liters	110	kilowatt	2200	107.4	mm3/stroke	540	N-m	1600	113.8	mm3/stroke	N/A	N/A		
4045	4045HFG04A		I-4	4.5	Liters	99	kilowatt	1800	115.1	mm3/stroke	525	N-m	1800	115.1	mm3/stroke	N/A	N/A		
4045	4045HFG04B		I-4	4.5	Liters	80	kilowatt	1800	92.6	mm3/stroke	424	N-m	1800	92.6	mm3/stroke	N/A	N/A		
4045	4045HFG04C		I-4	4.5	Liters	67	kilowatt	1800	77.1	mm3/stroke	355	N-m	1800	77.1	mm3/stroke	N/A	N/A		
4045	4045HFG04D		I-4	4.5	Liters	80	kilowatt	1500	106.7	mm3/stroke	508	N-m	1500	106.7	mm3/stroke	N/A	N/A		
4045	4045HFG04E		I-4	4.5	Liters	67	kilowatt	1500	90.8	mm3/stroke	427	N-m	1500	90.8	mm3/stroke	N/A	N/A		
4045	4045HLV73		I-4	4.5	Liters	99	kilowatt	2200	98.2	mm3/stroke	540	N-m	1600	113.2	mm3/stroke	N/A	N/A		
4045	4045HLV76		I-4	4.5	Liters	94	kilowatt	2200	92.5	mm3/stroke	519	N-m	1600	107.9	mm3/stroke	N/A	N/A		
4045	4045HLV78		I-4	4.5	Liters	94	kilowatt	2200	93.4	mm3/stroke	519	N-m	1600	107.9	mm3/stroke	N/A	N/A		
4045	4045HLV78A		I-4	4.5	Liters	99	kilowatt	2200	96.8	mm3/stroke	540	N-m	1600	113.7	mm3/stroke	N/A	N/A		
4045	4045HMC05A		I-4	4.5	Liters	104	kilowatt	2200	102	mm3/stroke	540	N-m	1600	113	mm3/stroke	N/A	N/A		
4045	4045HMC05B		I-4	4.5	Liters	90	kilowatt	2000	93.6	mm3/stroke	480	N-m	1600	101	mm3/stroke	N/A	N/A		
4045	4045HP075		I-4	4.5	Liters	94	kilowatt	2200	93.4	mm3/stroke	519	N-m	1600	107.9	mm3/stroke	N/A	N/A		
4045	4045HPRNT11		I-4	4.5	Liters	109	kilowatt	2200	99.6	mm3/stroke	577	N-m	1600	123.1	mm3/stroke	N/A	N/A		
4045	4045HPRNT14		I-4	4.5	Liters	109	kilowatt	2200	107.5	mm3/stroke	577	N-m	1600	123.1	mm3/stroke	N/A	N/A		
4045	4045HT096		I-4	4.5	Liters	94	kilowatt	2200	93.4	mm3/stroke	519	N-m	1600	107.9	mm3/stroke	N/A	N/A		

REGENERATIVE AIR SWEEPERS

STAINLESS STEEL HOPPER LIFETIME WARRANTY OPTION

LIFETIME LIMITED WARRANTY STATEMENT

TYMCO, Inc. warrants to the original owner of a TYMCO Model 600 Regenerative Air Sweeper, purchased with a Stainless Steel Hopper, the following:

TYMCO will repair or replace, at its sole discretion, a Model 600 Hopper weldment that has failed due to defective materials, poor workmanship, rust, corrosion, or faulty manufacture. This warranty does not cover damage due to negligence, excessive abuse, improper operation, or improper maintenance procedures. Additionally, this warranty does not cover internal components such as screens, dust separator, suction inlet or wear liners and other removable components.

This warranty is not transferable.

2-26-2010

REGENERATIVE AIR SWEEPERS

REGENERATIVE AIR SWEEPER®
WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS ("TYMCO Product") are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period." It is the sole responsibility of the dealer in whose territory the TYMCO Products are used, with respect to the warranty period to replace, free of charge, F.O.B. Waco, Texas, any original TYMCO part or parts which may prove to be defective due to defective workmanship or materials within the warranty period. This warranty does not apply to instances where there has been use of unauthorized parts or changes to the TYMCO Product, whether done voluntarily or by incompetence, carelessness, negligence, accident or need of attention upon the part of the purchaser, agents, employees or other parties.

This warranty shall not cover normal maintenance and adjustments, and shall not include, nor shall Seller or TYMCO be liable or responsible for, material for normal wear and usage.

TYMCO reserves the right to change the design and construction of the TYMCO Product when, in its sole discretion, any such change represents an improvement to the TYMCO Product.

All non-Tymco purchased equipment and accessories are subject to that manufacturer's guarantee to the extent that such guarantee may apply and are not subject to this warranty nor to any implied warranty by TYMCO or the Seller.

THIS WARRANTY BY TYMCO AND/OR SELLER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL WITH RESPECT TO THE SALE, USE OR PURCHASE OF THE TYMCO PRODUCT. FURTHER, NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES BY REASON OF LOSS OF PRODUCTION, DOWN TIME, LOSS OF PROFITS OR LOSS OF INCOME ARISING FROM ANY REASON WHATSOEVER.

NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITY ON TYMCO'S BEHALF UNLESS MADE IN WRITING BY TYMCO, AND NO PERSON IS AUTHORIZED TO GIVE ANY WARRANTIES OR TO ASSUME ANY LIABILITIES ON THE SELLER'S BEHALF UNLESS MADE IN WRITING BY THE SELLER.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

2023 MY Freightliner Warranty Information

2023 Model Year CARB 22 Certification

a. Includes CARB Certification Decal
b. Includes Cummins Aftertreatment 5 Year / 150,000 Mile Extended Warranty

2023 Model Year Cummins Engine 5 Year / 150,000 Mile Extended Warranty

a. Includes ***Cummins Protection Plan 1*** coverage of parts and labor warranty claims on internal components and major engine systems, including the following:
    i. Turbocharger
    ii. Water Pump
    iii. Air Compressor
    iv. Fuel Pump
    v. Select Engine Sensors and Fuel Injectors
        1. Excludes the after treatment injector
    vi. Acumen Module
    vii. Cylinder Head Assembly
    viii. Rocker Lever Assembly
    ix. ECM
    x. Pistons, Rings and Liners
    xi. Cylinder Block Assembly
    xii. Front Gear Cover
    xiii. Oil Pan
    xiv. Connecting Rod Assembly
    xv. Lube Pump Assembly
    xvi. Camshaft and Bushings
    xvii. Cam Follower Assemblies
    xviii. EGR Coller, Valve, and Mixer
    xix. Crank Shaft Assemblies

*All coverages exclude non-Cummins-supplied components.

TYMCO • P.O. Box 2368 • Waco, Texas 76703-2368 • 225 E Industrial Blvd • Waco, Texas 76705
Phone: 254-799-5546 • Toll Free: 800-258-9626 • Fax: 254-799-2722 • www.tymco.com • info@tymco.com

Agenda Item No. C-2

DATE SUBMITTED	6/23/25	COUNCIL ACTION	(x)
SUBMITTED BY	DM/mb	PUBLIC HEARING REQUIRED	( )
DATE ACTION REQUIRED	7/15/25	RESOLUTION	(x)
		ORDINANCE 1ST READING	( )
		ORDINANCE 2ND READING	( )
		CITY CLERK'S INITIALS	( )

IMPERIAL CITY COUNCIL
AGENDA ITEM

SUBJECT: DISCUSSION/ACTION:

APPROVAL OF RESOLUTION DESIGNATING TWO (2) PARCELS/AREA OF LAND AS SURPLUS LAND

DEPARTMENT INVOLVED: City Manager / Community Development / Economic Development

BACKGROUND/SUMMARY:

The City of Imperial has been approached about the potential purchase of two (2) parcels/areas of land by two (2) different potential buyers. California State Law includes the Surplus Land Act that dictates a process for which a local agency can sell/dispose of parcels. While ultimately these two (2) potential transactions are exempt from the State of California Surplus Land Act, notice and designation as surplus is transparent and is best practice for local government.

1. (Exhibit A) .21 acre (approximately 9,147 square feet) unnumbered parcel of vacant land located nearer O Street and 13th Street. This piece of land is nearer land that was recently approved for vacation by the City of Imperial City Council. The City has been contacted by a neighboring property owner to purchase this piece of land from the City to adjoin with land already owned.

2. (Exhibit B) .43 acre (approximately 18,730 square feet) unnumbered parcel of vacant land located East of South Imperial Avenue, West of Highway 86 and South of West 1st Street (a triangular shaped piece of land). The land was deeded to the City by the State of California Department of Transportation (Caltrans) at such time as the City of Imperial was deeded the portion of Highway 86 within the City limits). The City has been contacted by a neighboring property owner to purchase this piece of land from the City to adjoin with land already owned.

The attached Resolution is the first step in this process. Note that taking the recommended action does not bind or commit the City Council to disposing of the subject parcels, only that they would now be designated as excess and authorize City staff to negotiate with the parties requesting to purchase and bring forward a proposal for disposition at a later date.

No action for these parcels to actually be sold or title transferred will occur without the express consent of the City of Imperial City Council.

FISCAL IMPACT:

There is no direct fiscal impact to this action. There are some minimal costs in terms of staff time to notice the appropriate agencies (local and state) that these parcels have been deemed excess.

ADMIN SERVICES SIGN INITIALS: VMS

STAFF RECOMMENDATION:

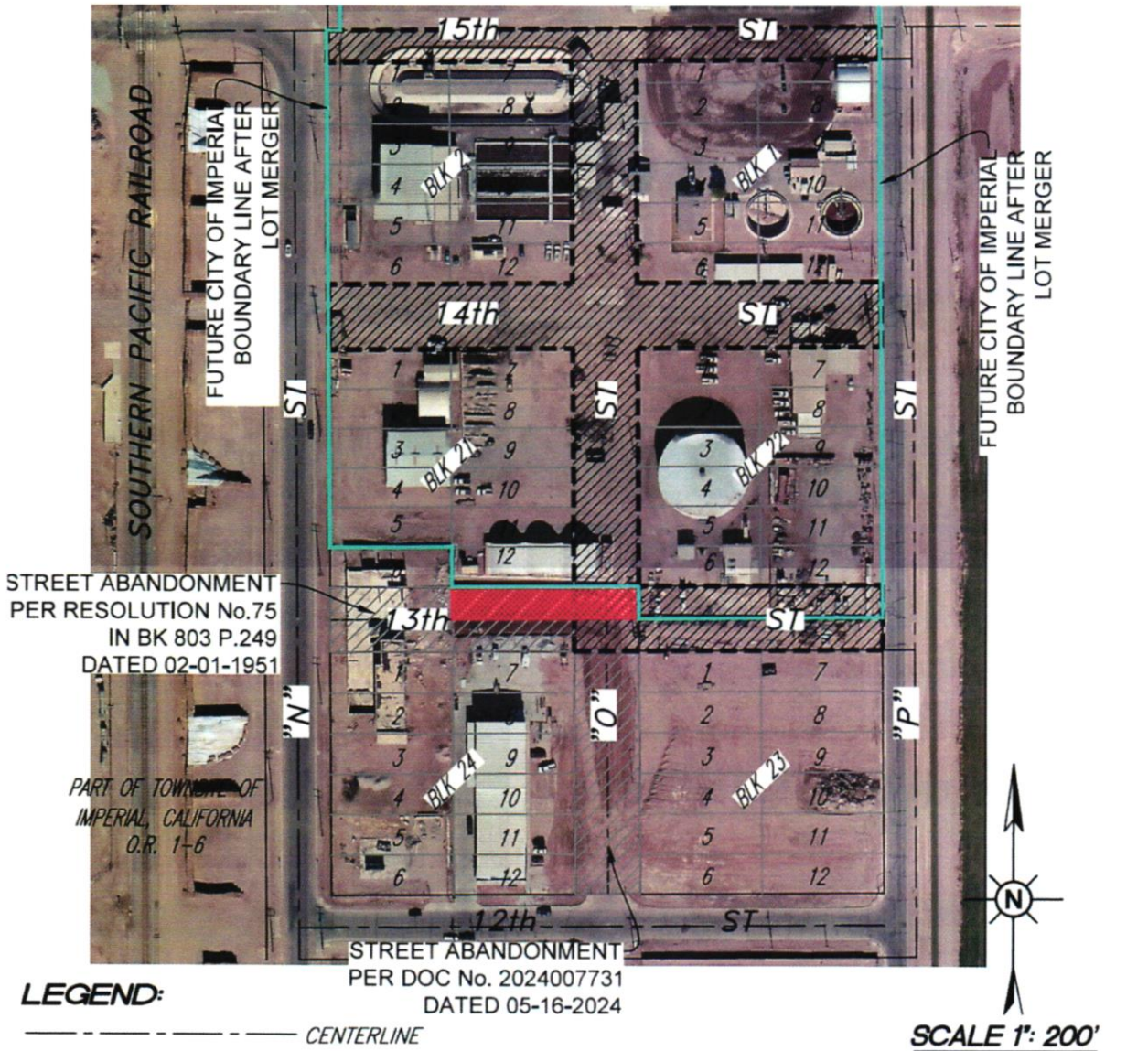
Staff recommends that the City Council approve the attached Resolution designating the two (2) subject parcels as "excess" land and directing the City Manager (Dennis Morita) to work with staff to follow State Law relative to the Surplus Land Act and municipal code.

DEPT. INITIALS: JM

ATTACHMENT(S): Resolution 25- Exhibit A: Map showing location of O Street & 13th Street Land Exhibit B: Map showing location of South Imperial Land	
MANAGER'S RECOMMENDATION: City Manager concurs with staff recommendation.	CITY MANAGER's INITIALS
MOTION: SECONDED: AYES: NAYES: ABSENT:	APPROVED ( ) REJECTED ( ) DISAPPROVED ( ) DEFERRED ( ) REFERRED TO:

Exhibit A Proposed Surplus Parcel (Nearer "O" Street and 13th Street)

Description: A unnumbered parcel of land that is presented as surplus as it is a portion of a street vacation previously presented to the City Council (6/18/25 City Council Meeting). The portion in "red" currently does not have a parcel number but is generally described as .21 acres (approximately 9,147 square feet).



LEGEND:

CENTERLINE

LOT LINE

FUTURE CITY BOUNDARY AFTER LOT MERGER

AREA TO BE ABANDONED
AREA 3.62 ACRES

CITY OF IMPERIAL OUTSIDE BOUNDARY
AREA 0.21 ACRES

PRELIMINARY

MAY 1, 2025

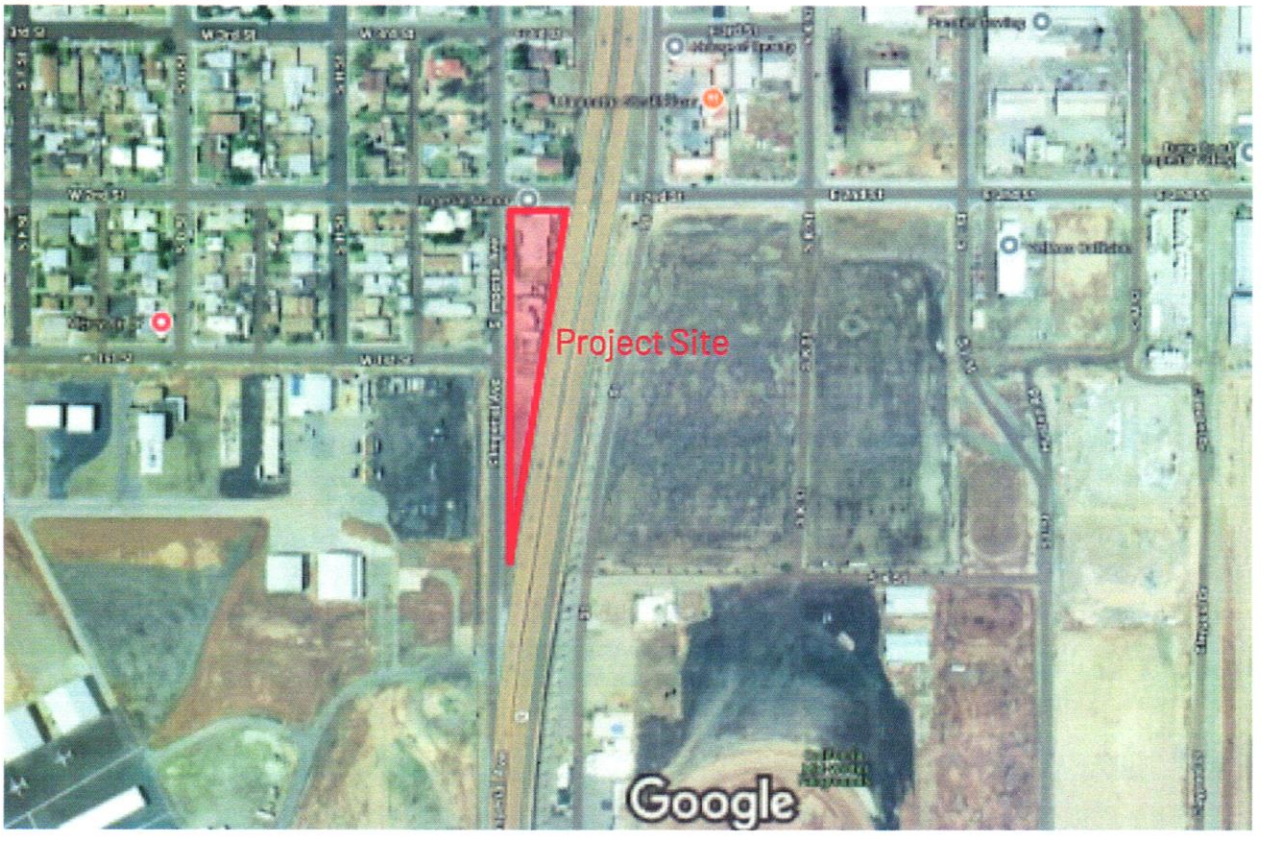
SHEET 1 OF 1

Dynamic Consulting Engineers, Inc.
2415 Imperial Business Park Drive, Suite B
Imperial, CA 92251

Exhibit B Proposed Surplus Parcel

(South Imperial Avenue S/O West 1st Street East of Highway 86)

Description: A unnumbered parcel of land that was deeded to the City of Imperial from the State of California Department of Transportation (Caltrans) generally defined as a triangular shaped parcel located East of South Imperial Avenue, West of Highway 86 and South of West 1st Street. Parcel is the most southern tip of the "red" area shown and is approximately .43 of an acre (18,730 square feet). Note: the "red" portion outlines two (2) parcels north of the subject land as well as the subject land itself. The subject land generally runs south of West 1st Street.



RESOLUTION 2025-42

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL DECLARING CERTAIN PROPERTY AS SURPLUS LAND UNDER THE SURPLUS LAND ACT

WHEREAS, the Surplus Land Act ("Act"), codified in California Government Code Section 54220 *et seq.*, defines "surplus land" as land owned in fee by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use; and

WHEREAS, the City Council of the City of Imperial ("Council") has determined that land generally described as a .21 acre (9,147 square feet) located nearer the western corner of O Street and 13th Street in the City of Imperial (Subject Property A is not being utilized currently for any public purpose; and

WHEREAS, the City Council of the City of Imperial ("Council") has determined that land generally described as a .43 acre (18,130 square feet) located on South Imperial Avenue (East of South Imperial Avenue, West of Highway 86 and South of West 1st Street) in the City of Imperial (Subject Property B), is not being utilized currently for any public purpose; and

WHEREAS, City staff has evaluated the issues, benefits, and risks associated with considering the disposal of the Property in accordance with the Surplus Land Act, and has determined that the disposal of said parcels (Subject Property A and Subject Property B) are exempt from the Surplus Land Act under Section 103 (c) (3) (A) that reads, " Small Surplus Land Parcels"… Less than one-half acre in (21,780 square feet) and is not contiguous to land owned by a state of local agency that is used for open-space or low-and moderate-income housing purposes" exempt from further administrative consideration/action under the State Surplus Land Act; and

WHEREAS, this declaration of Property does not obligate the City to subsequently dispose of the Property and the City may in the future determine that the Property is necessary for City use and not move forward with any disposition of the Property; and,

WHEREAS, the Council has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the Act, based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

1. The City Council of the City of Imperial hereby declares that the Property is Surplus Land and is exempt from further administrative processing under the Surplus Land Act and instructs/authorizes the City Manager and/or his designee to comply with all applicable portions of the City of Imperial Municipal Code to consider the potential sales of Subject Property A and Subject Property B.

2. The Council authorizes and directs the City Manager and legal counsel to take such other actions as necessary or appropriate to comply with the Act (as applicable) and the City of Imperial Municipal Code.

APPROVED, PASSED AND ADOPTED at a Regular Meeting of the City Council held on the 15 day of July, 2025.

_____

James Tucker, Mayor

ATTEST:

_____

Kristina Shields, City Clerk